

State: Arkansas **Filing Company:** Pacific Life Insurance Company
TOI/Sub-TOI: LTC03I Individual Long Term Care/LTC03I.001 Qualified
Product Name: P12PPC
Project Name/Number: /

Filing at a Glance

Company: Pacific Life Insurance Company
Product Name: P12PPC
State: Arkansas
TOI: LTC03I Individual Long Term Care
Sub-TOI: LTC03I.001 Qualified
Filing Type: Form
Date Submitted: 12/14/2012
SERFF Tr Num: PALD-128807515
SERFF Status: Closed-Approved
State Tr Num:
State Status: Approved-Closed
Co Tr Num: P12PPC

Implementation: On Approval
Date Requested:
Author(s): Greg Guzman
Reviewer(s): Donna Lambert (primary)
Disposition Date: 01/04/2013
Disposition Status: Approved
Implementation Date:

State Filing Description:

State: Arkansas **Filing Company:** Pacific Life Insurance Company
TOI/Sub-TOI: LTC03I Individual Long Term Care/LTC03I.001 Qualified
Product Name: P12PPC
Project Name/Number: /

General Information

Project Name: Status of Filing in Domicile:
Project Number: Date Approved in Domicile:
Requested Filing Mode: Domicile Status Comments:
Explanation for Combination/Other: Market Type:
Submission Type: New Submission Overall Rate Impact:
Filing Status Changed: 01/04/2013
State Status Changed: 01/04/2013 Deemer Date:
Created By: Greg Guzman Submitted By: Greg Guzman
Corresponding Filing Tracking Number:

Filing Description:

Re: Individual Life Insurance/Long-Term Care (LTC) Combination Filing

Life Form

P12PPC Flexible Premium Adjustable Life Insurance

LTC Riders

R12ABR - Accelerated Benefit Rider ("ABR") for Long-Term Care

R12EBR - Extended Benefit Rider ("EBR") for Long-Term Care

LTC Form

N12OOC - Outline of Coverage

We are submitting the above referenced individual (non-group) life insurance and LTC forms in final print for your approval. The life policy and the LTC riders are new forms which do not replace any previously approved forms. Policy form P12PPC is a flexible premium universal life policy combined with riders R12ABR, an accelerated death benefit rider with an LTC trigger and R12EBR, which provides LTC benefits.

Provided below and on the following page are descriptions of the submitted forms:

P12PPC- Flexible Premium Adjustable Life Insurance

Policy Form P12PPC is a flexible premium universal life policy which is intended to be funded with a single premium, while allowing additional premium payments up to age 95. The single premium required at issue is sufficient to keep the policy in force through the lifetime of the insured, without the need for additional premium. There is also a return of premium feature which applies to the required single premium as well as the Long-Term Care rider premiums.

If additional premiums are paid after issuing the policy, these will be added to the Accumulated Value unless doing so would result in the policy becoming a Modified Endowment Contract, in which case the additional premium would be returned. Any transaction triggering a Modified Endowment Contract will not affect the riders offered with the policy nor will it affect the policy's Return of Premium feature, aside from the excess premium returned.

The Return of Premium feature is an important aspect of the sale acting as both a surrender benefit and a death benefit. The latter is called the Limited Refund on Death, and is provided when the Return of Premium exceeds the death benefit.

State: Arkansas **Filing Company:** Pacific Life Insurance Company
TOI/Sub-TOI: LTC031 Individual Long Term Care/LTC031.001 Qualified
Product Name: P12PPC
Project Name/Number: /

Because utilization of Long-Term Care benefits reduces the death benefit over time, a Residual Death Benefit is provided. This is the lesser of \$5,000 or 5% of the initial face amount.

Additionally, there is a return of premium feature. An accelerated living benefit (Terminal Illness Benefit) feature is built into the policy.

R12ABR & R12EBR-Accelerated Benefit Rider ("ABR") for Long-Term Care & Extended Benefit Rider ("EBR") for Long-Term Care

Rider form R12ABR is a LTC triggered benefit which accelerates payment of the universal life policy's face amount for payment of qualified LTC expenses. Rider R12EBR is an optional rider, which extends the benefits provided under the ABR for an additional period, one through six years after the exhaustion of the ABR benefits. Both riders include an inflation benefit option which adjusts the maximum monthly benefits annually. Furthermore, both riders provide a return of premium feature.

N12OOC-Outline of Coverage

This form will be provided to each individual who considers applying for the Life/LTC combination policy. This outline describes the LTC benefits.

Supporting Documentation

We are submitting the following forms on an informational basis: Pacific PremierCare Ticket, the life replacement notices, a personal worksheet and the Terminal Illness Benefit Payment Notice.

Associated Forms

The following forms have been previously approved by Arkansas on 12/15/2011, SERFF Tracking Number PALD-127383193, and will be used with the new forms submitted within this filing:

- E11LRD, Limited Refund on Death Endorsement
- A11PPC, Application for Pacific PremierCare for Individual Life Insurance with LTC Benefits
- A11SOH, Statement of Good Health and Insurability
- A11TIA, Pacific PremierCare Temporary Insurance Agreement
- A11AVI, Aviation Questionnaire
- A11AVO, Avocation Questionnaire
- A11TFU, Foreign Residence and Travel Questionnaire-Future
- R11AVT, Aviation Exclusion Rider

Additional Information Pertaining to this Submission

- Actuarial memoranda and certifications are included in this filing.
- Rate schedules and sample mortality and morbidity assumptions are included in this filing.
- A Readability Certification is included in this filing.
- Statements of Variability are enclosed.
- Issue Ages are 30-75. Minimum issue amount is \$25,000.
- This form will be marketed through our licensed agents. The target release is 2/1/13, or upon approval.

State: Arkansas **Filing Company:** Pacific Life Insurance Company
TOI/Sub-TOI: LTC031 Individual Long Term Care/LTC031.001 Qualified
Product Name: P12PPC
Project Name/Number: /

- This policy is issued on a sex-distinct basis and will not be issued in any employer-employee situation subject to the Norris decision and/or title VII of the Civil Rights Act of 1964 with unisex rates.
- These forms will not be illustrated, therefore a Statement of Policy Cost and Benefit Information (Illustrative Quote) that reflects guaranteed values will be provided to each proposed insured.
- We certify we will issue a Supplemental Schedule of Coverage if any withdrawals cause a face amount decrease.

To the best of my knowledge and belief this filing complies with Arkansas' laws and regulations. If you would like to discuss any aspect of this filing, please feel free to contact me at (800) 800-6416, extension 8483 or by e-mail, LifeProductCompliance@pacificlife.com.

Sincerely,

Greg Guzman
 Senior Analyst, Product Compliance

Company and Contact

Filing Contact Information

Greg Guzman, Senior Compliance Analyst greg.guzman@pacificlife.com
 45 Enterprise 800-800-7681 [Phone] 8483 [Ext]
 Aliso Viejo, CA 92656

Filing Company Information

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

Filing Fees

Fee Required? Yes
 Fee Amount: \$200.00
 Retaliatory? No
 Fee Explanation: \$50 multiplied by the 4 forms included in the Form Schedule.
 \$50 x 4 = \$200
 Per Company: No

Company	Amount	Date Processed	Transaction #
Pacific Life Insurance Company	\$200.00	12/14/2012	65762891

SERFF Tracking #:

PALD-128807515

State Tracking #:

Company Tracking #:

P12PPC

State: Arkansas

Filing Company:

Pacific Life Insurance Company

TOI/Sub-TOI: LTC03I Individual Long Term Care/LTC03I.001 Qualified

Product Name: P12PPC

Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Donna Lambert	01/04/2013	01/04/2013
Disapproved	Donna Lambert	12/17/2012	12/17/2012

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Donna Lambert	12/18/2012	12/18/2012

Response Letters

Responded By	Created On	Date Submitted
Greg Guzman	01/04/2013	01/04/2013

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
OK to withdraw life forms	Note To Filer	Donna Lambert	12/18/2012	12/18/2012
Possible to withdraw the life policy to keep this filing open?	Note To Reviewer	Greg Guzman	12/17/2012	12/17/2012

State: Arkansas
TOI/Sub-TOI: LTC03I Individual Long Term Care/LTC03I.001 Qualified
Product Name: P12PPC
Project Name/Number: /

Filing Company: Pacific Life Insurance Company

Disposition

Disposition Date: 01/04/2013

Implementation Date:

Status: Approved

Comment: Thank you for your response to the objections.

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where req'd):	Minimum % Change (where req'd):
Pacific Life Insurance Company	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Accepted for Informational Purposes	Yes
Supporting Document	Application	Accepted for Informational Purposes	Yes
Supporting Document	Health - Actuarial Justification	Accepted for Informational Purposes	Yes
Supporting Document	Outline of Coverage	Approved	Yes
Supporting Document	Statement of Variability	Approved	Yes
Supporting Document	LTC Ticket	Accepted for Informational Purposes	Yes
Supporting Document	Life Replacement Notice	Accepted for Informational Purposes	Yes
Supporting Document	Statement of Numerical Information, Terminal Ill. Bene. Pay. Notice	Accepted for Informational Purposes	Yes

SERFF Tracking #:

PALD-128807515

State Tracking #:**Company Tracking #:**

P12PPC

State: Arkansas**Filing Company:**

Pacific Life Insurance Company

TOI/Sub-TOI: LTC03I Individual Long Term Care/LTC03I.001 Qualified**Product Name:** P12PPC**Project Name/Number:** /

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	LTC Personal Worksheet	Accepted for Informational Purposes	Yes
Supporting Document	Authorization Forms	Accepted for Informational Purposes	Yes
Supporting Document	Complaint & Guaranty Association Notices	Accepted for Informational Purposes	Yes
Supporting Document	Certification	Accepted for Informational Purposes	Yes
Form	Flexible Premium Adjustable Life Insurance	Withdrawn	Yes
Form	Accelerated Benefit Rider ("ABR") for Long-Term Care	Approved	Yes
Form	Extended Benefit Rider ("EBR") for Long-Term Care	Approved	Yes
Form	Outline of Coverage	Approved	Yes

State: Arkansas

Filing Company: Pacific Life Insurance Company

TOI/Sub-TOI: LTC03I Individual Long Term Care/LTC03I.001 Qualified

Product Name: P12PPC

Project Name/Number: /

Disposition

Disposition Date: 12/17/2012

Implementation Date:

Status: Disapproved

Comment: The life policy must be filed separately from the LTC riders/forms.

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where req'd):	Minimum % Change (where req'd):
Pacific Life Insurance Company	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Accepted for Informational Purposes	Yes
Supporting Document	Application	Accepted for Informational Purposes	Yes
Supporting Document	Health - Actuarial Justification	Accepted for Informational Purposes	Yes
Supporting Document	Outline of Coverage	Approved	Yes
Supporting Document	Statement of Variability	Approved	Yes
Supporting Document	LTC Ticket	Accepted for Informational Purposes	Yes
Supporting Document	Life Replacement Notice	Accepted for Informational Purposes	Yes
Supporting Document	Statement of Numerical Information, Terminal Ill. Bene. Pay. Notice	Accepted for Informational Purposes	Yes

SERFF Tracking #:

PALD-128807515

State Tracking #:**Company Tracking #:**

P12PPC

State: Arkansas**Filing Company:**

Pacific Life Insurance Company

TOI/Sub-TOI: LTC03I Individual Long Term Care/LTC03I.001 Qualified**Product Name:** P12PPC**Project Name/Number:** /

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	LTC Personal Worksheet	Accepted for Informational Purposes	Yes
Supporting Document	Authorization Forms	Accepted for Informational Purposes	Yes
Supporting Document	Complaint & Guaranty Association Notices	Accepted for Informational Purposes	Yes
Supporting Document	Certification	Accepted for Informational Purposes	Yes
Form	Flexible Premium Adjustable Life Insurance	Withdrawn	Yes
Form	Accelerated Benefit Rider ("ABR") for Long-Term Care	Approved	Yes
Form	Extended Benefit Rider ("EBR") for Long-Term Care	Approved	Yes
Form	Outline of Coverage	Approved	Yes

State: Arkansas Filing Company: Pacific Life Insurance Company
TOI/Sub-TOI: LTC03I Individual Long Term Care/LTC03I.001 Qualified
Product Name: P12PPC
Project Name/Number: /

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	12/18/2012
Submitted Date	12/18/2012
Respond By Date	01/18/2013

Dear Greg Guzman,

Introduction:

Please address the life insurance policy form to Linda Bird. Thank you.

Objection 1

- Accelerated Benefit Rider ("ABR") for Long-Term Care , R12ABR (Form)
- Extended Benefit Rider ("EBR") for Long-Term Care, R12EBR (Form)

Comments: Your definition of Extension of Benefits does not seem to be in compliance with RR 13 s(9)C. The Rule does not mention eliminating the death benefits upon extension. Please explain this.

Objection 2

- Accelerated Benefit Rider ("ABR") for Long-Term Care , R12ABR (Form)

Comments: Premiums, Lapse and Reinstatement Provisions - If the premium for this rider is a one-time premium payable before the Policy Date, I don't understand the Notification of Non-Payment provision. Will you please clarify this? Thank you.

Objection 3

- Accelerated Benefit Rider ("ABR") for Long-Term Care , R12ABR (Form)
- Extended Benefit Rider ("EBR") for Long-Term Care, R12EBR (Form)

Comments: In the Incontestability provision, would you please consider using "fraudulent" instead of or in addition to "knowingly and intentionally" since that will more closely tie together the Incontestability and Fraud/Recovery provisions? I think this will be a clearer and stronger warning to the average consumer if "fraud/fraudulent" is used in both provisions.

Conclusion:

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

Please feel free to contact me if you have questions.

Sincerely,

Donna Lambert

State: Arkansas Filing Company: Pacific Life Insurance Company
TOI/Sub-TOI: LTC03I Individual Long Term Care/LTC03I.001 Qualified
Product Name: P12PPC
Project Name/Number: /

Response Letter

Response Letter Status Submitted to State
Response Letter Date 01/04/2013
Submitted Date 01/04/2013

Dear Donna Lambert,

Introduction:

Please see each of our responses to the objections below.

Response 1

Comments:

Our understanding of Arkansas requirement is that not all of the benefits under the policy are required to continue after lapse, merely those for institutional care. Accordingly, the Extension of Benefits provision in the Riders ensures that an insured, confined to an institution when a policy lapses, is not removed from the institution due to the lapse coinciding with the instance in which they cannot pay for the institution.

Related Objection 1

Applies To:

- Accelerated Benefit Rider (ABR) for Long-Term Care , R12ABR (Form)
- Extended Benefit Rider (EBR) for Long-Term Care, R12EBR (Form)

Comments: Your definition of Extension of Benefits does not seem to be in compliance with RR 13 s(9)C. The Rule does not mention eliminating the death benefits upon extension. Please explain this.

Changed Items:

No Supporting Documents changed.
No Form Schedule items changed.
No Rate/Rule Schedule items changed.

Response 2

Comments:

While this product is structured as a one-time premium payment policy, it does allow for policy loans. As described in the contract in the Policy Lapse and Reinstatement section on page 11, if the Accumulated Value less Policy Debt on a Monthly Payment Date is not sufficient to cover the Monthly Deduction due a Grace Period of 61 days will be allowed for the payment of sufficient loan repayment or premium to keep the policy In Force. Accordingly, based on the Notification of Termination for Non-Payment provision, 30 days after the insufficiency occurs, we will provide a notification of termination for non-payment.

Related Objection 2

Applies To:

- Accelerated Benefit Rider (ABR) for Long-Term Care , R12ABR (Form)

Comments: Premiums, Lapse and Reinstatement Provisions - If the premium for this rider is a one-time premium payable before the Policy Date, I don't understand the Notification of Non-Payment provision. Will you please clarify this? Thank you.

Changed Items:

No Supporting Documents changed.
No Form Schedule items changed.
No Rate/Rule Schedule items changed.

Response 3

Comments:

State: Arkansas **Filing Company:** Pacific Life Insurance Company
TOI/Sub-TOI: LTC03I Individual Long Term Care/LTC03I.001 Qualified
Product Name: P12PPC
Project Name/Number: /

We would like to maintain the Incontestability provision as it is written. In certain situations, while we may contest the issuance of the Rider, we will not seek to recover benefits as we may do if a determination of "fraud" (as defined under the law) is made.

Related Objection 3

Applies To:

- Accelerated Benefit Rider (ABR) for Long-Term Care , R12ABR (Form)
- Extended Benefit Rider (EBR) for Long-Term Care, R12EBR (Form)

Comments: In the Incontestability provision, would you please consider using "fraudulent" instead of or in addition to "knowingly and intentionally" since that will more closely tie together the Incontestability and Fraud/Recovery provisions? I think this will be a clearer and stronger warning to the average consumer if "fraud/fraudulent" is used in both provisions.

Changed Items:

- No Supporting Documents changed.
- No Form Schedule items changed.
- No Rate/Rule Schedule items changed.

Conclusion:

You may reach me at (800) 347-7787, extension 8483, with any questions you have about our response or any aspect of this filing.

Thank you,

Greg Guzman

Sincerely,

Greg Guzman

State: Arkansas

Filing Company: Pacific Life Insurance Company

TOI/Sub-TOI: LTC03I Individual Long Term Care/LTC03I.001 Qualified

Product Name: P12PPC

Project Name/Number: /

Note To Filer

Created By:

Donna Lambert on 12/18/2012 08:55 AM

Last Edited By:

Donna Lambert

Submitted On:

12/18/2012 08:55 AM

Subject:

OK to withdraw life forms

Comments:

Yes. If you withdraw the life forms, I can review the LTC forms.

State: Arkansas **Filing Company:** Pacific Life Insurance Company
TOI/Sub-TOI: LTC03I Individual Long Term Care/LTC03I.001 Qualified
Product Name: P12PPC
Project Name/Number: /

Note To Reviewer

Created By:

Greg Guzman on 12/17/2012 02:08 PM

Last Edited By:

Greg Guzman

Submitted On:

12/17/2012 02:08 PM

Subject:

Possible to withdraw the life policy to keep this filing open?

Comments:

Is it possible to keep this filing open and withdraw the life policy (form number P12PPC) in lieu of creating two new filings?

Please let me know if this is feasible.

Thank you,

Greg Guzman
(800) 347-7787
x8483

State: Arkansas

Filing Company:

Pacific Life Insurance Company

TOI/Sub-TOI: LTC03I Individual Long Term Care/LTC03I.001 Qualified

Product Name: P12PPC

Project Name/Number: /

Form Schedule

Lead Form Number:

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1	Withdrawn 12/18/2012	Flexible Premium Adjustable Life Insurance	P12PPC	POL	Initial		53.300	P12PPC AR.pdf
2	Approved 01/04/2013	Accelerated Benefit Rider ("ABR") for Long-Term Care	R12ABR	CERA	Initial		50.100	R12ABR AR.pdf
3	Approved 01/04/2013	Extended Benefit Rider ("EBR") for Long-Term Care	R12EBR	CER	Initial		50.200	R12EBR.pdf
4	Approved 01/04/2013	Outline of Coverage	N12OOC	OUT	Initial		50.300	N12OOC AR.pdf

Form Type Legend:

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



PACIFIC LIFE

Pacific Life Insurance Company • [45 Enterprise • Aliso Viejo, CA 92656]
[www.PacificLife.com] (800) 347-7787

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

The method for determining the Death Benefit is described in the Death Benefit section of this policy. The amount of the Death Benefit may decrease as a result of withdrawals or paid policy or rider benefits.

Benefits as specified under this policy will be reduced upon receipt of an accelerated death benefit. We recommend you contact a qualified tax advisor about the tax status of an accelerated death benefit payment.

Premiums are flexible, subject to minimums required to keep the policy In Force. It is possible that, due to loans against the policy Accumulated Value, the policy may not continue In Force; that is, it may lapse before any Death Benefit is payable on the death of the Insured.

Signed for Pacific Life Insurance Company,

Chairman and Chief Executive Officer

Secretary

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE

- **Death Benefit Payable On The Death Of The Insured**
- **Net Cash Surrender Value Payable Upon Surrender**
- **Adjustable Face Amount**
- **Non-Participating**
- **Terminal Illness Benefit (Accelerated Death Benefit)**

Insured: [Jane Doe]
Owner: [Leland Stanford]
Policy Number: [LTC6999990]
Policy Date: [February 1, 2013]

[STATE] Department of Insurance: [(XXX) XXX-XXXX]

Free Look Right – The Owner has 30 days from the day the policy and any riders are received to examine and return them to us if the Owner decides not to keep them. The Owner does not have to tell us the reason for returning the policy and riders. The policy and riders can be returned to us at our Administrative Office or to the Producer through whom they were bought. We will refund, directly to the payer, the full amount of any premium paid within 30 days of such a return and the policy and any riders will be void from the start.

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POLICY SPECIFICATIONS**Summary of Coverages Effective on the Policy Date**

P12PPC	Flexible Premium Adjustable Life Insurance (Life Coverage)
--------	--

R12ABR	Accelerated Benefit Rider ("ABR") for Long-Term Care
--------	--

[R12EBR	Extended Benefit Rider ("EBR") for Long-Term Care]
---------	--

Life Policy:	Flexible Premium Adjustable Life Insurance
Insured:	[Jane Doe]
Owner:	[Leland Stanford]
Policy Date:	[February 1, 2013]
Sex And Age:	[Female 35]
Risk Class:	[Nonsmoker] [with Couples Discount]

Death Benefit Qualification Test:	Cash Value Accumulation Test
Net Amount at Risk Factor:	[1.0028709]
[This Policy Is a Modified Endowment Contract]	
[7 Pay Premium:	\$737.80]

Guaranteed Annual Interest Rate:	[3.50%]
Maximum Premium Load Rate:	[4.00%]

Minimum Face Amount:	[\$25,000.00]
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Monthly Deduction End Date:	Policy Anniversary When the Insured Attains Age 95
-----------------------------	--

Surrender Charge

Initial Amount:	[\$378.50]
Level Period:	[5] Years
Reduction Factor:	[\$75.70]
Surrender Charge Period:	[10] Years

Maximum Monthly Coverage Charge

Years 1 -10:	[\$9.25]
Year 11 +:	[\$0.00]

Summary of Values Effective on the Policy Date

Death Proceeds (Before Minimum Death Benefit)	Benefit Amount
Face Amount (Life Coverage):	[\$25,000.00]
Death Proceeds:	[\$25,000.00]

Coverage Type	Premium Amount
Life Coverage:	[\$6,707.00]
Accelerated Benefit Rider (ABR):	[\$3,007.75]
[Extended Benefit Rider (EBR):]	[\$1,999.00]
Total Premium:	[\$11,713.75]
 Return of Premium Benefit:	 [\$11,713.75]

Long-Term Care Benefit Limits	Elected Benefit Duration	Benefit Amount
Maximum ABR Benefit Limit:	[2 Years]	[\$25,000.00]
[Maximum EBR Benefit Limit:]	[4 Years]	[\$50,000.00]
[Minimum Inflation Benefit Option:]		[\$5,625.00]
Total Long-Term Care Benefit:	[6 Years]	[\$80,625.00]

Monthly Maximum ABR [and EBR] Benefit Amount:	[\$1,041.67]
Inflation Benefit Option for ABR [and EBR]:	[Rejected] [3% Simple]

Long-Term Care Benefits	Elimination Period
Alternative Care Benefit:	[0] Days
Assisted Living Facility Benefit:	[90] Days
Care Coordination Benefit:	[0] Days
Caregiver Training Benefit:	[0] Days
Home and Community Care Benefit:	[0] Days
International Benefit:	[90] Days
Non-Continual Alternative Care Benefit:	[0] Days
Nursing Home Benefit:	[90] Days

Non-Continual Alternative Care Benefit Lifetime Maximum – Lesser of \$[5,000] or Monthly Maximum ABR Benefit Amount at time of policy issue while covered under ABR [and EBR].

Caregiver Training Benefit Lifetime Maximum – \$[1,000] for the Caregiver Training Benefit while covered under ABR [and EBR].

For questions about your policy or to discuss policy and rider benefits, you may contact us at our Administrative Office at (800) 347-7787 or at www.PacificLife.com.

TABLE OF COST OF INSURANCE RATES

FOR LIFE COVERAGE

INSURED: [JANE DOE]

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

POLICY YEAR	MONTHLY RATE	POLICY YEAR	MONTHLY RATE
[1	0.07670	45	3.43850
2	0.08250	46	3.82530
3	0.08750	47	4.30290
4	0.09170	48	4.81110
5	0.09670	49	5.34790
6	0.10260	50	5.95010
7	0.10920	51	6.56440
8	0.11670	52	7.29570
9	0.12590	53	8.20720
10	0.13680	54	9.17860
11	0.14930	55	10.15600
12	0.16430	56	10.88250
13	0.18180	57	11.58260
14	0.20110	58	12.75540
15	0.22280	59	14.36970
16	0.24700	60	16.42160
17	0.27460	61+	0.00000]
18	0.30550		
19	0.33810		
20	0.37240		
21	0.41180		
22	0.45450		
23	0.49970		
24	0.54660		
25	0.59440		
26	0.64480		
27	0.70020		
28	0.75900		
29	0.82120		
30	0.88930		
31	0.96510		
32	1.04770		
33	1.13960		
34	1.24180		
35	1.35340		
36	1.47950		
37	1.62360		
38	1.78150		
39	1.95420		
40	2.14600		
41	2.35700		
42	2.58910		
43	2.84660		
44	3.12830		

DEFINITIONS

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

Accumulated Value – is the sum of Net Premiums and credited interest less withdrawals, monthly deductions, and any reductions due to the Terminal Illness Benefit Payment or benefit payments under a rider. See the Accumulated Value and Policy Loan sections for details.

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

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

Application – consists of the application for this policy, including any Statement of Good Health and Insurability, amendments, endorsements, and any application for reinstatement.

Class – is used in determining Policy Charges and interest credited, and depends on a number of factors, including (but not limited to) the Death Benefit, Face Amount, Policy Date, policy duration, the Insured's Age and Risk Class and the presence of optional riders and benefits.

Code – is the U.S. Internal Revenue Code of 1986, as amended.

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

Face Amount – is the Face Amount of Life Coverage as shown in the Policy Specifications.

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

In Force – means a policy is in effect and provides a Death Benefit or Residual Death Benefit on the Insured.

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

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

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

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

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

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

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

Policy Date – is shown in the Policy Specifications and means the date the policy and associated riders become effective. Policy and rider months, quarters, years and anniversaries are measured from this date.

Policy Debt – is the sum of the Loan Account and accrued Loan Interest charged, as described in the Policy Loans section.

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

Risk Class – is used in determining Policy Charges and is determined by us during the underwriting process. Risk Class depends on the Insured's gender, health, tobacco use, and other factors. The Risk Class of the Insured is shown in the Policy Specifications. Risk Class may also be referred to as Risk Classification.

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

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

DEATH BENEFIT

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

- Surrender, as described in the Surrender and Withdrawal of Values section;
- Lapse, as described in the Policy Lapse and Reinstatement section; or
- The death of the Insured.

Coverage under this policy will be reduced by any decreases in Face Amount, as described in later sections of this policy or riders attached to this policy.

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

- The Face Amount reflecting any reductions as a result of withdrawals, any Terminal Illness Benefit Payment, or any rider benefits paid; or
- The Minimum Death Benefit according to the Cash Value Accumulation Test.

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

Death Benefit Qualification Test – In order for your policy to qualify as a life insurance contract under the Code, it must at all relevant times satisfy the Cash Value Accumulation Test. The policy provides a Minimum Death Benefit amount, as needed, for the policy to qualify under the Cash Value Accumulation Test.

Minimum Death Benefit – The Minimum Death Benefit at any time will be the minimum amount required for this policy to qualify as a life insurance contract under the Code, but not less than 101% of the greater of the Accumulated Value or the Life Return of Premium Benefit.

Death Proceeds – The Death Proceeds ("Proceeds") amount is the actual amount payable to the beneficiary if the Insured dies while this policy is In Force. The Proceeds amount is equal to the greater of the Death Benefit or the Residual Death Benefit, as of the date of death:

- Less any Policy Debt; and
- Less any Monthly Deductions that may be due and unpaid if death occurs during a Grace Period.

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

unless you choose to have the Proceeds paid under an income benefit plan available on the date of election, subject to our requirements.

We will pay the Proceeds to the beneficiary after we receive, at our Administrative Office:

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

Residual Death Benefit – This policy provides a Residual Death Benefit if greater than the Death Benefit, in an amount equal to the lesser of 5% of the initial Face Amount, as shown on the Policy Specifications, or \$5,000.00. Any withdrawals and any Terminal Illness Benefit Payment will reduce the Residual Death Benefit in the same proportion that they reduce the Face Amount.

Face Amount Changes – A requested increase or decrease in Face Amount is not allowed.

Face Amount Decreases – A decrease in Face Amount will occur as a result of:

- Withdrawals of policy Accumulated Value; or
- Rider benefits or Terminal Illness Benefit exercised while the policy is In Force.

The effective date of the decreased Face Amount will be the date we have processed the withdrawal, rider benefit, or Terminal Illness Benefit. Upon processing any decrease, we will send you written notification reflecting the decrease.

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

PREMIUMS

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

Premium Load – The Premium Load is equal to the premium paid for Life Coverage multiplied by the Premium Load Rate. The Maximum Premium Load Rate is shown in the Policy Specifications.

Premium Processing – When a premium is received by us, the Premium Load will first be deducted. Then the resulting Net Premium will be credited to the Accumulated Value.

Premium Limitation – We reserve the right to require Evidence of Insurability satisfactory to us for any premium payment that would result in an increase in the Net Amount at Risk and, if such Evidence of Insurability is not satisfactory, to limit or refuse the premium payment, unless it is necessary to keep the policy In Force.

Modified Endowment Contract Premium Limit – The provisions of this subsection will not apply if your policy is classified as a Modified Endowment Contract under Section 7702A of the Code as of the Policy Date. Otherwise, in order that this policy not be classified as a Modified Endowment Contract under Section 7702A of the Code, the sum of premiums paid less a portion of any withdrawals may not exceed the 7-Pay limit as defined in the Code. The 7-Pay limit is the cumulative sum of the 7-Pay Premiums during the applicable 7-Pay testing period. In the event that a premium payment would cause the 7-Pay limit to be exceeded, we will refund the excess payment to you, unless you have provided a Written Request in which you accept your policy being classified as a Modified Endowment Contract and indicate that we may accept such payments and apply them to the policy, in accordance with the Modified Endowment Contract Tax Status subsection of this policy.

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

TERMINAL ILLNESS BENEFIT

Terminal Illness Benefit – If the Insured has been diagnosed with a terminal illness, you have the option to receive a portion of the Face Amount while the Insured is still living. This is called a Terminal Illness Benefit. A "terminal illness" means an illness causing the Insured to have a life expectancy of 12 months or less.

Eligible Coverage – is the portion of the Face Amount that will qualify for determining the Terminal Illness Benefit at the time the benefit is exercised. Eligible Coverage is the policy Face Amount less any reductions as a result of withdrawals or paid rider benefits on the policy.

Requested Portion – is the amount of the Face Amount you request in a Written Request on a form provided by us. The Requested Portion cannot exceed the lesser of 75% of the Eligible Coverage or \$500,000.

Requested Percentage – is the Requested Portion divided by the Eligible Coverage.

Terminal Illness Benefit Payment – is the actual dollar amount of benefit you will receive as a Terminal Illness Benefit. The Terminal Illness Benefit Payment will be determined as of the date we approve your Written Request for a Terminal Illness Benefit. Your Terminal Illness Benefit Payment will equal your Requested Portion less the following adjustments:

- a) A reduction rate will be applied to the Requested Portion, and reflects the early payment of the Requested Portion of your policy. The reduction rate will be based on the 12 month life expectancy of the Insured at an annual interest rate declared by us. The reduction rate shall be no greater than the greater of the following rates in effect on the date of your written request for a Terminal Illness Benefit:
 - i) the yield on 90-day treasury bills; or
 - ii) the maximum statutory adjustable policy loan interest rate.
- b) If there is a Policy Loan on your policy as of the date we approve your Written Request, we will reduce the Requested Portion in order to repay a portion of the Policy Loan equal to the Requested Percentage times the outstanding Policy Debt.
- c) A processing charge deducted from the Terminal Illness Benefit, not to exceed \$150.

We will refund the amounts discussed in a) and c) above should the death of the Insured occur within 30 days of the Terminal Illness Benefit Payment.

The Terminal Illness Benefit Payment will be paid as a lump sum. The minimum Terminal Illness Benefit Payment amount is \$500. We place no restrictions on how you use any Terminal Illness Benefit that may be paid under this provision.

This Terminal Illness Benefit is not meant to cause involuntary access to proceeds payable to the beneficiary on the death of the Insured. Therefore, this benefit is not available if either you or the Insured:

- a) is required by law to use this benefit to meet the claims of creditors, whether in bankruptcy or otherwise; or
- b) is required by a government agency to use this benefit in order to apply for, obtain or keep a government benefit or entitlement.

To Whom We Will Pay Benefits – All benefits will be payable to the Owner or the Owner's estate while the Insured is still living, unless otherwise designated by the Owner, subject to any required acknowledgment of concurrence for payout. We will be discharged to the extent of any such payment made in good faith.

Effect of Terminal Illness Benefit Payment on Policy and Riders – After a Terminal Illness Benefit Payment is made, the policy and riders will remain In Force subject to the following adjustments. The Face Amount, Coverage Charge, and any Accumulated Value will be reduced by the Requested Percentage. The Return of Premium Benefit will be reduced by the Requested Portion corresponding to the Terminal Illness Benefit Payment amount paid. Any outstanding Policy Debt balance will be reduced by the amount repaid as specified in the Terminal Illness Benefit Payment Section. Cost of Insurance Charges will be adjusted to reflect the reduction in the Death Benefit. A statement demonstrating how the Terminal Illness Benefit impacts your policy values will be sent with the Terminal Illness Benefit Payment.

Eligibility – The following conditions must be met before any Terminal Illness Benefit Payment is made:

- The policy must be In Force on the date the Terminal Illness Benefit Payment is approved;
- We must receive written proof that the life expectancy of the Insured is 12 months or less from the date of the Written Request. Proof will include the certification by a licensed physician. Such person may not be you or a member of your family. Such proof should include clinical, radiological or laboratory evidence of the condition. We reserve the right to obtain a second medical opinion from a physician of our choice at our expense. In the case of conflicting opinions, eligibility for benefits shall be determined by a third medical opinion, at our expense, that is provided by a physician that is acceptable to you and to us.
- The Owner or legal guardian must make the Written Request.

The Terminal Illness Benefit Payment will be paid immediately upon receipt of the due written proof of eligibility.

Terminal Illness Benefit Payment Notice – Prior to or concurrent with the election to effect the Terminal Illness Benefit Payment, we will send the Owner, a statement demonstrating the effect of the Terminal Illness Benefit Payment on the Accumulated Value, Death Benefit, Premium, Cost of Insurance Charges, and Policy Loans (including loans to pay premiums).

Expiration Date – Your right to exercise the Terminal Illness Benefit will end when the policy is no longer In Force, when the Accumulated Value is zero, or when a Terminal Illness Benefit is paid.

Disclosure – The following should be taken into consideration before you exercise your option to receive the Terminal Illness Benefit:

- Policy Death Benefits, Coverage Charge, Accumulated Value, and Cash Surrender Value will be reduced if a Terminal Illness Benefit is paid;
- This Terminal Illness Benefit is NOT health, nursing home or long-term care insurance, and it is not intended or designed to eliminate the need for such coverage;
- Receipt of the Terminal Illness Benefit Payment may affect Medicaid, Medicare, and/or Supplemental Security Income (SSI) eligibility. Exercising the option to accelerate and receive benefits before you apply for these programs, or while you are receiving government benefits, may affect your initial or continued eligibility.

ACCUMULATED VALUE

Accumulated Value – The Accumulated Value equals the sum of:

- Fixed Accumulated Value; and
- Loan Account Value, as described in the Policy Loans section.

Fixed Accumulated Value – On the Policy Date, the Fixed Accumulated Value equals the Net Premium received less the first Monthly Deduction. On each other day, the Fixed Accumulated Value equals:

- The Fixed Accumulated Value as of the prior day;
- Plus interest earned on such amount since the prior day;
- Plus the amount of any Net Premiums received since the prior day;
- Less the amount of any withdrawal since the prior day;
- Less the amount of any Policy Loan, including any Policy Loan to pay Policy Loan interest, taken since the prior day;
- Less reduction for benefits paid since the prior day as described in the riders attached to this policy;
- Less reduction for the Requested Portion for any Terminal Illness Benefit Payment since the prior day as described in the Terminal Illness Benefit section;
- Plus the amount of any loan repayment made since the prior day; and
- Less, on a Monthly Payment Date, the Monthly Deduction.

We credit interest to the Fixed Accumulated Value on a daily basis at the end of each day, using a 365-day year, at a rate not less than the Guaranteed Annual Interest Rate shown in the Policy Specifications. At our discretion, we may credit additional interest. Any such additional interest may be adjusted to reflect expenses, taxes, profit, or sources of earnings other than investment earnings and will be applied uniformly to all members of the same Class. Once credited, the additional interest is nonforfeitable except indirectly due to the Surrender Charge.

POLICY CHARGES

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

- The Cost of Insurance Charge;
- The Coverage Charge; and
- Rider charges, if any.

The maximum for each such charge is described below or in the rider forms. We may charge less than such maximum charge. Any lesser charge will apply uniformly to all members of the same Class.

Coverage Charge – This charge is based on the Face Amount of the policy and will not exceed the Maximum Monthly Coverage Charge shown in the Policy Specifications. The Coverage Charge will decrease proportionately to the Face Amount Decrease as a result of a withdrawal or payment of a Terminal Illness or rider benefit.

Rider Charges – Any rider charges are described in the rider.

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

Cost of Insurance Rates – The Maximum Monthly Cost of Insurance Rates for the Life Coverage are shown in the Policy Specifications.

POLICY LAPSE AND REINSTATEMENT

Grace Period – If the Accumulated Value less Policy Debt on a Monthly Payment Date is sufficient to cover the Monthly Deduction due, the policy will continue In Force. If the Accumulated Value less Policy Debt on a Monthly Payment Date is not sufficient to cover the Monthly Deduction due, a Grace Period of 61 days will be allowed for the payment of sufficient loan repayment or premium to keep your policy In Force. The Grace Period begins on the Monthly Payment Date on which the insufficiency occurred and ends 61 days thereafter. At the start of the Grace Period, we will provide a Grace Notice to you, any assignee of record, and any additional person designated to receive notice of lapse or termination. There is no penalty for paying a premium during the Grace Period. Your policy will remain In Force during the Grace Period.

Notification of Termination for Non-Payment – Thirty days after the Monthly Payment Date on which the insufficiency occurred, we will provide a notification of termination for non-payment to you, any assignee of record, and any additional person designated to receive notice of lapse or termination. The notice will be provided to each person at their last known addresses by first class United States mail, postage prepaid and will state the due date and the amount of loan repayment or premium required for your policy to remain In Force. A minimum of the monthly charges not deducted plus three times the monthly deduction due when the insufficiency occurred must be paid.

Lapse – If sufficient loan repayment or premium is not paid by the end of the Grace Period, a lapse will occur. If the Insured dies during the Grace Period, the Death Proceeds will be equal to the Death Proceeds as of the beginning of the Grace Period reduced by any overdue charges. Upon lapse, the policy will terminate with no value.

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

- A written application;
- Full repayment of Policy Debt, if a loan was outstanding at the time of lapse;
- Evidence of Insurability satisfactory to us; and
- Sufficient premium, after reduction by Premium Load, to cover all Monthly Deductions and Loan Interest Charges due and unpaid during the Grace Period.

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

- The Accumulated Value will equal the amount it was at the beginning of the Grace Period, plus the reinstatement Net Premium, less Monthly Deductions as indicated below (including those due and unpaid during the Grace Period);
- The Surrender Charges, Life Return of Premium Benefit and Policy Charges (other than Cost of Insurance Charges) for Life Coverage under this policy will resume on their schedule as of the Monthly Payment Date when lapse occurred;

- Cost of Insurance Charges will be calculated using Cost of Insurance Rates that resume their original schedule as if lapse had never occurred, reflecting the Insured's Age at reinstatement and policy duration measured from the original Policy Date; and
- The periods during which we may exclude death by suicide and contest coverage due to a material misstatement in the reinstatement application will begin from the reinstatement date.

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

SURRENDER AND WITHDRAWAL OF VALUES

Surrender – Upon Written Request while the policy is In Force, you may surrender this policy for its Net Cash Surrender Value. If surrendered within 30 days following a policy anniversary, the value available shall not be less than the anniversary value, less any withdrawal, Policy Loan, Terminal Illness Benefit Payment, or rider benefit paid since the policy anniversary. If surrendered at any time other than on a policy anniversary, the value available shall be calculated with allowance for lapse of time from the last preceding policy anniversary. The policy will terminate on the date the Written Request is received at our Administrative Office. The policy cannot be surrendered during the Grace Period.

Net Cash Surrender Value – The Net Cash Surrender Value is the Cash Surrender Value less any Policy Debt plus any Return of Premium Benefits under any attached riders.

Life Return of Premium Benefit – The Life Return of Premium Benefit is equal to the Life Coverage Premium Amount at issue, as shown in the Policy Specifications.

Return of Premium Benefit – The Return of Premium Benefit is not available if your policy was issued upon the exercise of a conversion option from another policy. Otherwise, the Return of Premium Benefit, if greater than the Accumulation Value less any Surrender Charge, is available upon surrender of the policy. The Return of Premium Benefit is equal to the sum of the Life Return of Premium Benefit and any Return of Premium Benefit under riders attached to the policy. There are no increases to the Return of Premium Benefit after issue, even if additional premiums are paid.

After issue, the Return of Premium Benefit is reduced by the following events:

- Any withdrawals;
- The Requested Portion corresponding to a Terminal Illness Benefit Payment made under the policy; and
- Any benefit payments made under the riders.

These events will reduce the Life Return of Premium Benefit first (but not below zero), and then any Return of Premium Benefit under riders attached to the policy.

Cash Surrender Value – The Cash Surrender Value is equal to the greater of:

- Life Return of Premium Benefits; or
- The Accumulated Value:
 - Less any Surrender Charge; and
 - Less any Return of Premium Benefits under any riders attached to this Policy.

Surrender Charge – If you surrender this policy, there may be a Surrender Charge deducted from the Accumulated Value. During the Level Period, the Surrender Charge is equal to the Initial Amount. After the Level Period, the Surrender Charge decreases by the Reduction Factor for the remaining Surrender Charge Period. The Initial Amount, Level Period, Reduction Factor and Surrender Charge Period are shown in the Policy Specifications.

Withdrawals – Upon Written Request on or after the first policy anniversary, you may withdraw a portion of the Net Cash Surrender Value of this policy. Such withdrawal will be deducted from the Accumulated Value. There is no Surrender Charge imposed for a withdrawal, even if the Face Amount is reduced as a result of the withdrawal. Withdrawals may be restricted or prohibited by certain riders attached to the policy. Withdrawals will be subject to the following conditions:

- The amount of each withdrawal must be at least \$200;
- The Net Accumulated Value less any Surrender Charge remaining after a withdrawal must be at least \$500; and
- The Face Amount remaining after the withdrawal must be at least the Minimum Face Amount as shown in the Policy Specifications.

A withdrawal will reduce the Face Amount in proportion to the amount of the withdrawal divided by the Accumulation Value before the withdrawal. If such a reduction in Face Amount would cause the policy to become a Modified Endowment Contract, we will not process your withdrawal request unless and until we receive your Written Request to have your policy classified as a Modified Endowment Contract. Refer to the Premiums section for details.

If the Insured dies after the request for a withdrawal is received by us and prior to the withdrawal being processed, the withdrawal, if allowed under this provision, will be processed and paid to the Owner, or to the Owner's estate, before the Death Proceeds are determined and paid to the beneficiary.

INCOME BENEFITS

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

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

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

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

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

POLICY LOANS

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

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

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

Loan Account – The amount of any Policy Loan will be added to the Loan Account.

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

Loan Interest Charge – Interest will accrue daily based on the balance in the Loan Account and will be due on each policy anniversary. Such interest is calculated using the simple interest method and is based on the balance in the Loan Account, using an annual interest rate of 5.50%. The corresponding daily interest rate is equal to the annual rate divided by 365. If the policy terminates before a policy anniversary, the Loan Interest Charge will be due at such time.

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

Loan Account Value – The Loan Account Value is a portion of the Accumulated Value set aside to secure the Policy Debt. The Loan Account Value is equal to the Loan Account plus Loan Interest. Such interest is based on the balance in the Loan Account, and accrues daily on a simple interest basis, using the Loan Account Interest rate, which is an annual interest rate not less than the Guaranteed Annual Interest Rate shown in the Policy Specifications. The corresponding daily interest rate is equal to the annual rate divided by 365.

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

OWNER AND BENEFICIARY

Owner – The Owner of this policy is as shown in the Policy Specifications or as later changed by Written Request. If you change the Owner, the change is effective on the date the Written Request is signed, unless otherwise specified by the Owner, subject to our receipt of it and subject to any action taken or payment made by us prior to its receipt. If there are two or more Owners, they will own this contract as joint tenants with right of survivorship, unless otherwise provided by Written Request. We recommend you consult a qualified tax advisor before requesting a change of Owner.

Assignment – Pursuant to Section 7702B of the Code, a policy providing qualified long-term care insurance benefits may not provide for a cash surrender value or other money that can be paid, assigned, or pledged as collateral for a loan. Accordingly, this Policy may not be assigned.

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

You may make a change of beneficiary by Written Request on a form provided by us while the policy is In Force. The change will take place as of the date the request is signed, unless otherwise specified by the Owner. Any rights created by the change will be subject to any payments made or actions taken by us before we have received the Written Request.

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

GENERAL PROVISIONS

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

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

Incontestability – We will not contest this policy unless there was a material misrepresentation in the Application. We will rescind the policy if:

- The policy has been In Force for less than six months and we determine that the Application contains a misrepresentation that is material to acceptance for coverage; and
- The policy has been In Force for at least six months but less than two years and we determine that the Application contains a misrepresentation that is material to acceptance for coverage and which pertains to a claim made under this policy or the riders attached to this policy.

If we rescind the policy, we will return to you the premiums paid less any Policy Loans, any withdrawals taken, and any benefits paid under this policy or the riders attached to this policy. No Death Benefit will be paid. This policy cannot be contested, except as provided below, after it has been In Force for two years during the Insured's lifetime.

If this policy lapses and is later reinstated, we will rescind the policy as of the reinstatement date if:

- Less than six months after the reinstatement date, we determine that the Application required for reinstatement contains a misrepresentation that is material to acceptance for coverage; and
- After six months from the reinstatement date but less than two years from the reinstatement date, we determine that the Application required for reinstatement contains a misrepresentation that is material to acceptance for coverage and which pertains to a claim made under this policy or the riders attached to this policy.

If we rescind the policy following reinstatement, we will return to you the premiums paid after the reinstatement date less any Policy Loans and any withdrawals taken after the reinstatement date. No Death Benefit will be paid. We will not contest the reinstated policy after it has been In Force for two years following such reinstatement during the Insured's lifetime.

If there has been a change to the policy for which we required the Insured to submit Evidence of Insurability, we will rescind the policy change and all Policy Charges made after the change will be reversed and corrected charges applied so that the policy's Accumulated Value will be unaffected by the change if:

- Less than six months after the change, we determine that the Application required for the change contains a misrepresentation that is material to acceptance for coverage; and
- After six months from the change but less than two years from the change, we determine that the Application required for the change contains a misrepresentation that is material to acceptance for coverage and which pertains to a claim made under this policy or the riders attached to this policy.

Any Death Benefits or other benefits that become payable will be determined as though the policy change had never been requested. We will not contest any such change after two years following the effective date of the change during the Insured's lifetime.

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

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

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

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

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

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

- Monthly Deductions will cease;
- Premiums will not be accepted, except amounts required to keep the policy in force;
- Loans will be allowed;
- Loan repayments will be permitted;
- Loan interest will continue to accrue; and
- Withdrawals will not be allowed.

Timing of Payments – We may defer payments of any Net Cash Surrender Value, withdrawal or loan (except for loans to pay a premium on any policy issued by us) for up to six months after we receive your request. If we defer any such payment for more than 30 days after we receive your request, we will pay interest at the rate required by the state in which this policy is delivered, and such rate will be at least equal to the Guaranteed Annual Interest Rate shown in the Policy Specifications.

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

- The beginning and end dates of the reporting period;
- The Accumulated Value at the beginning and end of the reporting period;
- Amounts that have been credited or debited to the Accumulated Value during the reporting period, identified by type;
- The Death Benefit at the end of the reporting period;
- The Net Cash Surrender Value at the end of the reporting period;

- A notice if the Net Cash Surrender Value will not be sufficient to keep the policy In Force until the end of the next reporting period, unless further premium payments are made;
- Any Policy Debt outstanding at the end of the reporting period; and
- Any other information required by law.

Additional Report – Each year, you may request, without charge, an additional report showing the same information as the Annual Report.

Basis of Values – All nonforfeiture values for this policy will be at least equal to the minimums required by the state in which this policy was delivered. Cash Values and nonforfeiture benefits available under this policy are not less than the minimum values and benefits required by or pursuant to the law of the state where the policy was delivered. To calculate the minimum required nonforfeiture values, we use the Guaranteed Annual Interest Rate shown in the Policy Specifications and mortality rates from the 2001 CSO mortality tables using age last birthday. The rates we use are both smoker and sex distinct.

Tax Qualification as Life Insurance – This policy is intended to qualify as a life insurance contract for federal tax purposes, and the Death Benefit under this policy is intended to qualify for federal income tax exclusion. The provisions of this policy, including any rider or endorsement that does not specifically override this tax qualification provision, shall be interpreted to ensure and maintain such tax qualification, despite any other provision to the contrary. At no time shall the amount of Death Benefit under this policy ever be less than the minimum amount needed to ensure or maintain such tax qualification. If need be, the Death Benefit shall be increased retroactively and prospectively to the minimum extent necessary to accomplish that purpose. In addition, the Accumulated Value will be reduced to reflect the increased Monthly Deductions that result from such Death Benefit increase(s), starting on the date that each increase is effective. We reserve the right to amend this Policy from time to time to reflect any clarifications that may be needed or are appropriate to maintain such tax qualification or to conform the Policy provisions to any applicable changes in such tax qualification requirements, as provided in the Code or any published IRS guidance relating thereto, without consent (where allowed by law). We will send you a copy of such amendment. **As of the effective date of the filing of this policy in the state in which it was delivered, the Internal Revenue Service has not published final guidance on all aspects of the tax treatment of life insurance policies that continue coverage beyond Age 100. You should consult a qualified tax advisor, as there may be tax consequences.**

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

Modified Endowment Contract Tax Status – The provisions of this subsection will not apply if your policy is classified as a Modified Endowment Contract ("MEC") as of the Policy Date. If, at the time your policy is issued, we have classified it as a MEC, this will be indicated on the Policy Specifications. Otherwise, unless and until you have given us a Written Request to accept a MEC classification for your policy, the provisions of this Modified Endowment Contract Tax Status subsection apply to your policy.

Under federal tax law, if the funding of a life insurance contract occurs too rapidly, it becomes a MEC and fails to qualify for certain favorable tax treatment as a result. This policy is intended to qualify as a life insurance contract that is not a MEC for federal tax purposes. To achieve these purposes, the provisions of this policy (including any rider or endorsement that does not specifically override this tax qualification provision) shall be interpreted to prevent this policy from being subject to such MEC treatment, despite any other provision to the contrary. If and while the provisions of this subsection apply to your policy, the amount of Death Benefit under this policy shall never be less than the minimum amount needed to avoid such MEC treatment. We reserve the right to amend this Policy from time to time to reflect any clarifications that may be needed or are appropriate to maintain such tax qualification for non-MEC

treatment or to conform the Policy provisions to any applicable changes in such tax qualification requirements, as provided in the Code or any published IRS guidance relating thereto, without consent (where allowed by law). We will send you a copy of such amendment.

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

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

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

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

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

Additional Services – While this policy is In Force, we may, either directly or through a third party service provider, provide you with access to independent living-related resources and discounted independent living-related goods and services.

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PACIFIC LIFE

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

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE

- **Death Proceeds Payable On The Death Of The Insured**
- **Net Cash Surrender Value Payable Upon Surrender**
- **Adjustable Face Amount**
- **Non-Participating**
- **Terminal Illness Benefit (Accelerated Death Benefit)**

ACCELERATED BENEFIT RIDER ("ABR") FOR LONG-TERM CARE

This rider ("Rider") becomes a part of the policy to which it is attached ("Policy") as of the Policy Date and covers only the person named as the Insured in the Policy Specifications. The Application and premium put this Rider In Force as of the Policy Date. A copy of the Application is attached. If the provisions of this Rider and those of the Policy do not agree, the provisions of this Rider will apply. Please read it carefully.

This Rider accelerates the Policy's benefits by reimbursing the Owner shown on the Policy Specifications for Covered Expenses the Insured incurs for Qualified Long-Term Care Services.

Renewability – This Rider is Non-Cancellable. This Rider will continue as long as the Insured lives or until this Rider is terminated in accordance with the When Insurance Under This Rider Ends provision.

This is a long-term care insurance Rider that provides benefits for Covered Expenses incurred for adult day care, assisted living care, home health care services, hospice care, and nursing home care.

Caution – The issuance of this Rider is based upon the responses to questions on the Application for the Policy and this Rider. A copy of that Application is attached. If any answers are incorrect or untrue, we have the right to deny benefits or rescind this Rider. The best time to clear up any questions is now, before a claim arises. If, for any reason, any answers are incorrect, contact us at our Administrative Office.

Notice to Buyer – This Rider may not cover all of the costs associated with long-term care that may be incurred by the Insured during the period of coverage. The Owner is advised to review carefully all Policy and Rider limitations.

This Rider is not qualified under any state long-term care insurance partnership program. For more information on partnership qualified products, contact the state department of insurance.

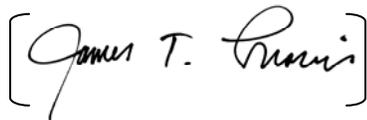
This Rider is not Medicare Supplement Coverage – If the Insured is eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from us. Neither Pacific Life Insurance Company nor its producers represent Medicare, the federal government or any state government.

This is intended to be a Tax Qualified Rider – This Rider is intended to provide federally tax qualified long-term care insurance under Section 7702B(b) of the Internal Revenue Code of 1986, as amended. You are advised to consult with a qualified tax advisor.

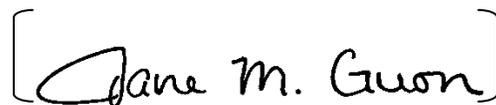
30-Day Right to Examine – The Owner has 30 days from the day the Policy and this Rider are received to examine and return both of them to us if the Owner decides not to keep them. The Owner does not have to tell us the reason for returning the Policy and this Rider, but both must be returned together. The Policy and Rider can be returned to us at our Administrative Office or to the Producer through whom it was bought. We will refund, directly to the payer, the full amount of any premium paid for both the Policy and this Rider within 30 days of such a Policy and Rider return and the Policy and Rider will be void from the start.

[STATE] Department of Insurance: [(XXX) XXX-XXXX]

Signed for Pacific Life Insurance Company,



Chairman and Chief Executive Officer



Secretary

[www.PacificLife.com]

[(800) 347-7787]

DEFINITIONS

In this section, we define certain terms used throughout this Rider. Other terms may be defined in other parts of the Policy. Defined terms are usually capitalized to show emphasis. All terms used to define providers of services are defined in relation to the services and facilities required to be available and the licensure, certification, registration or degree status of those providing or supervising the services in the state where the policy was issued. When the definition requires that the provider be appropriately licensed, certified or registered, it also states what requirements a provider shall meet in lieu of licensure, certification or registration when the state in which the service is to be furnished does not require a provider of such services to be licensed, certified or registered, or if the state licenses, certifies or registers the provider of services under another name.

ABR Benefit Duration – The period of coverage under this Rider. The ABR Benefit Duration was elected on the Application for the Rider, and is shown on the Policy Specifications. The ABR Benefit Duration may increase or decrease depending on how the Policy and Rider benefits are used.

Activities of Daily Living – means the following self-care functions:

Bathing – Washing oneself by sponge bath, or in either a tub or shower, including the task of getting into or out of the tub or shower.

Continence – The ability to maintain control of bowel and bladder function, or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag.)

Dressing – Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.

Eating – Feeding oneself by getting food into the body from a receptacle (such as a plate, cup, or table) or by a feeding tube or intravenously.

Toileting – Getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.

Transferring – Moving into or out of a bed, chair or wheelchair.

Adult Day Care – means a state licensed or certified program for a specified number of individuals providing social or health-related or both types of services during the day in a community group setting for the purpose of supporting frail, impaired elderly or other disabled adults who can benefit from care in a group setting outside the Home.

Adult Day Care Center – means a facility that is licensed or certified to provide a planned program of Adult Day Care services by the state in which it operates. If the state does not license or certify such facilities, then it must be operated pursuant to law and meet all of the following standards:

- Provides Adult Day Care services in a protective setting and under appropriate supervision, including personal, social, and related supportive services that are designed to meet the needs of functionally or cognitively impaired adults through an individualized service plan;
- Operates on less than a 24-hour basis;
- Keeps written record of services for each person; and
- Has established procedures for obtaining appropriate aid in the event of a medical emergency.

Assessment – means an evaluation done by a Licensed Health Care Practitioner to determine or verify that the Insured is a Chronically Ill Individual. The Assessment uses generally accepted tests and instruments that use objective measures and produce verifiable results.

Assisted Living Care – means personal/custodial monitoring and assistance with Activities of Daily Living provided in a residential setting in a state licensed or certified facility.

Assisted Living Facility – means a facility that is appropriately licensed or certified or complies with the state's facility licensing requirements to engage primarily in providing ongoing Assisted Living Care and

related services. If the state does not license or certify such facilities, then it must be operated pursuant to law and meet all of the following standards:

- Provides Assisted Living Care on a continuous 24-hour basis sufficient to support the needs resulting from the inability to perform Activities of Daily Living or from a Severe Cognitive Impairment;
- Has trained and ready-to-respond personnel actively on duty in the facility at all times to provide the services and care;
- Makes and keeps records of all care and services provided to each resident;
- Provides at least three meals a day and accommodates special dietary needs;
- Provides residential services and Maintenance or Personal Care Services for at least six inpatients in one location;
- Has formal arrangements with a Physician or Nurse to furnish medical care in case of an emergency; and
- Has appropriate procedures to provide onsite assistance with prescription medications.

An Assisted Living Facility is not: a hospital; clinic; a place that operates primarily for the treatment of alcoholism, drug addiction or Mental or Nervous Disorders; a Nursing Home Facility; a Hospice Care Facility; an individual residence; an independent living unit; or a group living situation that fails to meet the above requirements.

If a facility has multiple licenses, a portion, wing, ward, or unit will qualify as an Assisted Living Facility only if it is engaged primarily in providing care and services that meet all of the above criteria.

Care Coordination – means identifying a person’s functional, cognitive, personal, and social needs for care and services and can help link the person to a full range of appropriate services. It may include but is not limited to the following:

- Performance of comprehensive individualized Assessments, including reassessments as needed;
- Development of Plans of Care, including an initial Plan of Care and subsequent Plans of Care as needed for changes in the Insured’s condition, by a Care Coordinator; and
- Coordination of appropriate services and ongoing monitoring of the delivery of such services, when desired by the Insured or Representative and determined necessary by the Care Coordinator.

Care Coordination Provider – means an agency, entity or person that provides Care Coordination and meets certain standards that pertain to staffing requirements, quality assurance, agency functions, reporting and records maintenance requirements.

Care Coordinator – means a Licensed Health Care Practitioner employed by or under contract to a Care Coordination Provider who is qualified by training and experience to assess and coordinate the overall care needs of a person who is a Chronically Ill Individual.

Chronically Ill Individual – means the Insured has been certified by a Licensed Health Care Practitioner as:

- Being unable to perform (without Substantial Assistance from another individual) at least two Activities of Daily Living for a period of at least 90 days due to a loss of functional capacity; or
- Requiring Substantial Supervision to protect the individual from threats to health and safety due to Severe Cognitive Impairment.

A Chronically Ill Individual shall not include an Insured who otherwise meets these requirements unless within the preceding twelve-month period a Licensed Health Care Practitioner has certified that the Insured meets these requirements.

Confinement or Confined – means the Insured is a resident in a Nursing Home Facility, an Assisted Living Facility or a Hospice Care Facility for a period for which a room and board charge is made.

Covered Expenses – means costs incurred by the Insured for Qualified Long-Term Care Services and for which a benefit is payable under this Rider. Each benefit section defines its own Covered Expenses.

Durable Medical Equipment – means equipment included in the Plan of Care which:

- Can enhance the Insured's abilities to perform Activities of Daily Living;
- Is functionally necessary and not just for the Insured's convenience;
- Is designed for repeated and prolonged use; and
- Is suited for use in the Home.

Infusion pumps, special hospital-style beds, walkers or wheelchairs are examples of types of equipment that may be considered Durable Medical Equipment. Durable Medical Equipment does not include any drug, medicine or equipment implanted in the Insured's body, temporarily or permanently. Also not included is any Home Modification, motorized scooter, or sporting, protective, athletic or exercise equipment.

Elimination Period – means the total number of days that the Insured is a Chronically Ill Individual before benefits are payable. Each occurrence of days counted towards satisfying the Elimination Period begins on the first day that the Insured is a Chronically Ill Individual and incurs Covered Expenses. The Insured is not required to continue to incur Covered Expenses during that occurrence to satisfy the Elimination Period. The days do not have to be consecutive; days over separate occurrences may accumulate towards satisfying the Elimination Period. An occurrence ends when the Insured is no longer a Chronically Ill Individual.

The Elimination Period need only be met once during the Insured's lifetime. The Elimination Period is shown on the Policy Specifications.

Any days for which benefits have been paid by Medicare or other insurance for covered Qualified Long-Term Care Services otherwise covered by this Rider will count towards the applicable Elimination Period.

Days may be accumulated before the filing of a claim if we can establish that the Insured met these requirements before the filing of a claim. However, in no case will the Elimination Period start date be more than:

- 90 days prior to the date the Owner or Insured contacts us for a loss related to the Insured's inability to perform Activities of Daily Living; or
- 365 days prior to the date the Owner or Insured contacts us for a loss due to Severe Cognitive Impairment.

Hands-On Assistance – means physical assistance (minimal, moderate or maximal) without which the individual would not be able to perform an Activity of Daily Living.

Home – means the Insured's domicile. Home does not include:

- A Nursing Home Facility, Assisted Living Facility or Hospice Care Facility;
- A hospital; or
- Any other institutional setting.

Home and Community Care – means services for which benefits are payable under the Home and Community Care Benefit.

Home Health Care Agency – means an entity that is licensed or certified to provide Home Health Care Services or Maintenance or Personal Care Services for compensation by the state in which it operates, where required, and employs staff who are qualified by training or experience to provide such care. If the state does not license or certify such entities, then it must be operated pursuant to law and meet all of the following standards:

- Be supervised by a qualified professional such as a Registered Nurse, a licensed social worker, or a Physician;
- Keep clinical records, which include daily records of care provided to its clients, and care plans on all patients; and
- Provide ongoing supervision and training to its employees appropriate to the services to be provided.

Home Health Care Services – means medical and non-medical services, provided to ill, disabled or infirm persons in their residences. Such services may include Homemaker Services, assistance with Activities of Daily Living and Respite Care.

Home Modification – means the labor, equipment, and supplies used to make changes in the Insured's Home. These changes must be designed to:

- Enhance the Insured's ability to perform Activities of Daily Living; and
- Allow the Insured to live safely and independently in his or her Home.

Examples include installation of a ramp in the Home or grab bars in the bathroom. It cannot include home repair, remodeling, or installation of a hot tub, swimming pool, or jacuzzi or other similar items or services.

Homemaker Services – means assistance with activities necessary to or consistent with the Insured's ability to live safely and independently in his or her Home.

Hospice Care – means services designed to provide palliative care and alleviate the Insured's physical, emotional and social discomforts if he or she is Terminally Ill and in the last phases of life.

Hospice Care Facility – means a facility that is appropriately licensed or certified to provide Hospice Care in the state in which it operates. If the state does not license or certify such entities, then it must be operated pursuant to law and provide a formal Hospice Care program directed by a Physician on an inpatient basis. Hospice Care Facility does not mean a hospital or clinic, a community living center or a place that provides residential care only.

Immediate Family – means the Insured's Spouse and the parents, brothers, sisters and children of either the Insured or the Insured's Spouse by blood, adoption or marriage.

Independent Provider – means an individual who is not employed by a Home Health Care Agency but is properly licensed or certified, in states where required, or trained to provide Home Health Care Services or Maintenance or Personal Care Services.

Informal Caregiver – means the person who has responsibility for providing nonprofessional care on an unpaid basis for the Insured in the Insured's Home. A person who is paid to care for the Insured cannot be an Informal Caregiver.

In Force – means that this Rider is in effect.

Licensed Health Care Practitioner – means a physician, as defined in Section 1861(r)(1) of the Social Security Act, a registered professional nurse, licensed social worker or other individual who meets such requirements as may be prescribed by the Secretary of the Treasury of the United States. A Licensed Health Care Practitioner does not include anyone who is an Immediate Family member.

Maintenance or Personal Care Services – means any care the primary purpose of which is the provision of needed assistance with any of the disabilities as a result of which the Insured is a Chronically Ill Individual. This includes protection from threats to health and safety due to Severe Cognitive Impairment.

Maximum ABR Benefit Limit – is the total amount of lifetime benefits payable under this Rider as shown on the Policy Specifications. The Maximum ABR Benefit Limit will increase in accordance with the terms

of the Inflation Benefit Option the Owner elected, if any, described in this Rider and shown on the Policy Specifications. The Maximum ABR Benefit Limit will be reduced when:

- A payment of benefit is made in accordance with the terms of this Rider;
- A withdrawal is made on the Policy; or
- A payment of benefit under the Terminal Illness Benefit is made on the Policy.

Medicare – means Title I, Part I of Public Law 89-97, as Enacted by the Eighty-Ninth Congress of the United States of America and popularly known as the Health Insurance for the Aged Act, as then constituted and any later amendments or substitutes thereof.

Mental or Nervous Disorder – means neurosis, psychoneurosis, psychopathology, psychosis, or mental or emotional disease or disorder, as classified in the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association. If the DSM is discontinued or replaced, the diagnostic manual in use by the American Psychiatric Association as of the date of the Insured's illness will be used.

Monthly Maximum ABR Benefit Amount – is the total amount of monthly benefits payable under this Rider for the Care Coordination Benefit, Nursing Home Benefit, Assisted Living Facility Benefit, Home and Community Care Benefit, International Benefit and Alternative Care Benefit. The initial Monthly Maximum ABR Benefit Amount is shown on the Policy Specifications. The Monthly Maximum ABR Benefit Amount will increase in accordance with the terms of the Inflation Benefit Option the Owner elected, if any, described in this Rider and shown on the Policy Specifications. The Monthly Maximum ABR Benefit Amount will be reduced when:

- A withdrawal is made on the Policy; or
- A payment of benefit under the Terminal Illness Benefit is made on the Policy.

Nurse – means someone who is licensed as a Registered Nurse, Licensed Practical Nurse, or Licensed Vocational Nurse and is operating within the scope of that license.

Nursing Home Care – means nursing care and related services provided on an in-patient basis by a state licensed or certified facility, other than a hospital (except for an area of a hospital or unit that is licensed or certified as a nursing care facility and that is not providing acute care).

Nursing Home Facility – means a facility or distinctly separate part of a hospital or other institution that is appropriately licensed or certified or complies with the state's facility licensing requirements to engage primarily in providing Nursing Home Care to inpatients under a planned program supervised by a Physician. If the state does not license or certify such facilities, then it must be operated pursuant to law and meet all of the following standards:

- Provides Nursing Home Care to inpatients under a planned program supervised by a Physician;
- Provides 24 hour-a-day nursing care by a Nurse under the supervision of a Registered Nurse or a Physician;
- Has formal arrangements with a Physician to furnish medical care in case of an emergency;
- Maintains a daily medical record of each inpatient; and
- Provides nursing care at skilled, intermediate, or custodial levels.

Nursing Home Facility also means a facility that is licensed as a specialized Alzheimer's Unit or Memory Care Unit in all states where such licensure exists.

A Nursing Home Facility is not:

- A hospital or clinic;
- A place which operates primarily for the treatment of alcoholism, drug addiction, or Mental or Nervous Disorders;

- An Assisted Living Facility;
- A Hospice Care Facility;
- An adult residential care home;
- A domiciliary care facility;
- The Insured's primary place of residence in an area used principally for independent residential living; or
- A similar establishment.

If a facility has multiple licenses, a portion, wing, ward, or unit will qualify as a Nursing Home Facility only if it:

- Meets all of the above criteria;
- Is authorized to provide nursing care to inpatients; and
- Is engaged principally in providing such nursing care in accordance with that license.

Physician – (as defined in Section 1861(r)(1) of the Social Security Act) – means a doctor of medicine or osteopathy legally authorized to practice medicine and surgery by the state in which he or she performs such function or action.

Plan of Care – means a written individualized plan of services, which we verify as appropriate and consistent with generally accepted standards, prescribed by a Licensed Health Care Practitioner. It specifies the Insured's long-term care needs and the type, frequency, and providers of the services appropriate to meet those needs and the costs, if any, of those services. The Plan of Care will be modified as required to reflect changes in:

- The Insured's functional or cognitive abilities;
- The Insured's social situation; and
- The Insured's care service needs.

Policy – means the life insurance policy to which this Rider is attached.

Policy Date – means the date the Policy and this Rider become effective.

Qualified Long-Term Care Services – means services that meet the requirements of Section 7702B(c)(1) of the Internal Revenue Code of 1986, as amended, as follows: necessary diagnostic, preventative, therapeutic, curing, treating, mitigating and rehabilitative services, and maintenance or personal care services which are required by a Chronically Ill Individual and are provided pursuant to a plan of care prescribed by a Licensed Health Care Practitioner.

Representative – means a person or entity legally empowered to represent the Insured.

Respite Care – means supervision and care the Insured receives while the family or other individuals who normally provide substantial amounts of care on a daily basis take short-term leave or rest that provides them with temporary relief from the responsibilities of providing care.

Severe Cognitive Impairment – means a deficiency in an individual's short or long-term memory, orientation as to person, place and time, deductive or abstract reasoning, or judgment as it relates to safety awareness.

Spouse – means the person to whom the Insured is legally married or the Insured's partner in a civil union or domestic partnership.

Standby Assistance – means the presence of another person, within arm's reach of the Insured, which is necessary to prevent, by physical intervention, the Insured's injury while the Insured is performing an Activity of Daily Living.

Substantial Assistance – means either Hands-on Assistance or Standby Assistance.

Substantial Supervision – means continual supervision (which may include cueing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect the Insured from threats to the Insured's health or safety (including, but not limited to, such threats as may result from wandering.)

Terminally III – means the Insured has a life expectancy of 12 months or less, as certified by a Physician.

ELIGIBILITY FOR THE PAYMENT OF BENEFITS

Eligibility for the Payment of Benefits – Subject to all the terms and provisions of this Rider, benefits are payable as described in this Rider when we verify that the Insured meets all of the following conditions:

- The Insured is a Chronically III Individual;
- A Licensed Health Care Practitioner certifies the Insured as being a Chronically III Individual;
- The cost is a Covered Expense under this Rider and is provided pursuant to a written Plan of Care for the Insured that is appropriate and consistent with generally accepted standards of care for persons who are Chronically III Individuals;
- Coverage under this Rider is In Force on the date(s) the care is received;
- The applicable Elimination Period has been satisfied;
- The Insured has not exhausted the applicable limits on the specific benefits claimed, or the Maximum ABR Benefit Limit for this Rider; and
- The Insured meets the additional requirements for the specific benefits claimed.

The Owner must elect to accelerate benefits under the Policy by making a claim for benefits under this Rider.

Chronically III Individual – means the Insured has been certified by a Licensed Health Care Practitioner as:

- Being unable to perform (without Substantial Assistance from another individual) at least two Activities of Daily Living for a period of at least 90 days due to a loss of functional capacity; or
- Requiring Substantial Supervision to protect the individual from threats to health and safety due to Severe Cognitive Impairment.

A Chronically III Individual shall not include an Insured who otherwise meets these requirements unless within the preceding twelve-month period a Licensed Health Care Practitioner has certified that the Insured meets these requirements.

Activities of Daily Living – means the following self-care functions:

Bathing – Washing oneself by sponge bath, or in either a tub or shower, including the task of getting into or out of the tub or shower.

Continence – The ability to maintain control of bowel and bladder function, or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag.)

Dressing – Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.

Eating – Feeding oneself by getting food into the body from a receptacle (such as a plate, cup, or table) or by a feeding tube or intravenously.

Toileting – Getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.

Transferring – Moving into or out of a bed, chair or wheelchair.

Severe Cognitive Impairment – means a deficiency in an individual’s short or long-term memory, orientation as to person, place and time, deductive or abstract reasoning, or judgment as it relates to safety awareness.

LIMITATIONS OR CONDITIONS ON ELIGIBILITY FOR BENEFITS

Elimination Period – The applicable Elimination Period must be completed before benefits are payable. The Policy Specifications show the number of days for the Elimination Period.

Benefits Paid Reduce the Amount Available Under this Rider – Any benefit paid under this Rider reduces the amount available under this Rider’s applicable benefit-specific maximums and the Maximum ABR Benefit Limit. Benefits for Caregiver Training and the Non-Continual Alternative Care Benefit do not reduce the Monthly Maximum ABR Benefit Amount.

Certain Exclusions Apply – There are certain conditions under which benefits will not be paid under this Rider even if the Eligibility for the Payment of Benefits requirements are otherwise met. These exclusions are stated in the Exclusions and Limitations section.

Multiple Benefits Per Day – Although the benefits of this Rider are expressed in terms of monthly units, Covered Expenses are typically incurred on a daily basis. If the Insured is eligible for more than one of the following benefits, benefits are payable for only one of the following, which would provide the greatest benefit on a single day:

- Care Coordination Benefit;
- Nursing Home Benefit;
- Assisted Living Facility Benefit;
- Home and Community Care Benefit;
- Alternative Care Benefit; and
- International Benefit.

CARE COORDINATION

Care Coordination – Care Coordination helps the Insured identify his specific care needs and the long-term care services and programs in his area that can best meet those needs. The Insured may use a Care Coordinator to help him make the most informed decision regarding his care.

About Care Coordination – Care Coordination provides the Insured with the knowledge and training of a Care Coordinator who will review his unique situation and develop Plans of Care to meet his needs. The Care Coordinator, a Licensed Health Care Practitioner, will:

- Assess the Insured’s functional, cognitive and personal needs for care and services on an ongoing basis;
- Work with the Insured to determine the specific services required;
- Develop and suggest initial and subsequent Plans of Care to assist the Insured in meeting the needs of the Insured;
- Coordinate and monitor the Insured’s care needs on an ongoing basis to help the Insured receive appropriate care; and
- Help the Insured arrange for care, if desired.

Care Coordination is Voluntary – Care Coordination is advisory only. The Insured is not required to use Care Coordination to arrange for care providers or to use the specific care providers identified in the Plan of Care. However, all the Insured’s Rider benefits must be provided in accordance with an approved Plan of Care.

Limited Availability Outside United States – Care Coordination other than performing an Assessment or developing a Plan of Care is not available for care received outside the United States.

Transition Planning – If the Insured desires, the Care Coordination Provider will recommend a transition plan that specifies how the Insured's care needs may be met once:

- The Insured has exhausted the benefits under his Rider; or
- The Insured is no longer a Chronically Ill Individual but needs some continued level of assistance.

Care Coordination Provided by Us – Care Coordination provided by us does not require a claim for benefits under this Rider. Any Care Coordination provided by us will not reduce the Maximum ABR Benefit Limit or the Monthly Maximum ABR Benefit Amount.

CARE COORDINATION BENEFIT

Care Coordination Benefit – Benefits are payable for Covered Expenses for Care Coordination that is not performed by us. The Covered Expenses and the amount of the benefit we pay are described below.

Covered Expenses – Covered Expenses for Care Coordination means expenses the Insured incurs, while the Insured is a Chronically Ill Individual, for Care Coordination that is not performed by us.

How Much We Will Pay – Benefits are payable for the Covered Expenses the Insured incurs for Care Coordination during the Policy month up to the Monthly Maximum ABR Benefit Amount.

NURSING HOME BENEFIT

Nursing Home Benefit – Benefits are payable for Covered Expenses during the Insured's Confinement in a Nursing Home Facility. The Covered Expenses and the amount of the benefit we will pay are described below.

Covered Expenses – Covered Expenses for a Nursing Home Facility means expenses the Insured incurs during his Confinement in a Nursing Home Facility for:

- Room and board, provided the Insured is receiving Qualified Long-Term Care Services from employees of the Nursing Home Facility;
- Ancillary services such as therapy services;
- Patient supplies provided by the Nursing Home Facility for care of its residents;
- Hospice Care and Respite Care; and
- Bed reservation to keep the Insured's bed in the Nursing Home Facility while the Insured is absent for any reason (except discharge), for up to 30 days per Policy year.

Covered Expenses also include fees charged for Hospice Care provided by a Hospice Care Facility.

Covered Expenses do not include the cost of drugs. We will not pay for any charges for comfort and convenience items such as televisions, telephones, beauty care and entertainment, or for expenses or charges incurred by or for individuals other than the Insured (e.g., guest meals or Spouse charges).

How Much We Will Pay – Benefits are payable for the Covered Expenses the Insured incurs in a Nursing Home Facility during the Policy month up to the Monthly Maximum ABR Benefit Amount. However, if the Insured is not a Chronically Ill Individual and incurring Covered Expenses for this benefit each day of the Policy month, the benefit for the month will be pro-rated. It will consist of the Insured's Covered Expenses incurred during the month for each day the Insured was a Chronically Ill Individual and incurring Covered Expenses, subject to a maximum of 1/30 of the Monthly Maximum ABR Benefit Amount times the number of days the Insured is a Chronically Ill Individual and incurring Covered Expenses during the month.

ASSISTED LIVING FACILITY BENEFIT

Assisted Living Facility Benefit – Benefits are payable for Covered Expenses during the Insured's Confinement in an Assisted Living Facility. The Covered Expenses and the amount of the benefit we will pay are described below.

Covered Expenses – Covered Expenses for an Assisted Living Facility means expenses the Insured incurs during his Confinement in an Assisted Living Facility for:

- Room and board, provided the Insured is receiving Qualified Long-Term Care Services from employees of the Assisted Living Facility;
- Ancillary services such as therapy services;
- Patient supplies provided by the Assisted Living Facility for care of its residents;
- Hospice Care and Respite Care; and
- Bed reservation to keep the Insured's bed in the Assisted Living Facility while the Insured is absent for any reason (except discharge), for up to 30 days per Policy year.

Covered Expenses do not include the cost of drugs. We will not pay for any charges for comfort and convenience items such as televisions, telephones, beauty care and entertainment, or for expenses or charges incurred by or for individuals other than the Insured (e.g., guest meals or Spouse charges).

How Much We Will Pay – Benefits are payable for the Covered Expenses the Insured incurs in an Assisted Living Facility during the Policy month up to the Monthly Maximum ABR Benefit Amount. However, if the Insured is not a Chronically Ill Individual and incurring Covered Expenses for this benefit each day of the Policy month, the benefit for the month will be pro-rated. It will consist of the Insured's Covered Expenses incurred during the month for each day the Insured was a Chronically Ill Individual and incurring Covered Expenses, subject to a maximum of 1/30 of the Monthly Maximum ABR Benefit Amount times the number of days the Insured was a Chronically Ill Individual and incurring Covered Expenses during the month.

HOME AND COMMUNITY CARE BENEFIT

Home and Community Care Benefit – Benefits are payable for Covered Expenses the Insured incurs for Home and Community Care. The Covered Expenses and the amount of the benefit we will pay are described below.

Covered Expenses – Covered Expenses for Home and Community Care means fees charged for the following services when provided to the Insured by a Home Health Care Agency:

- Home Health Care Services;
- Maintenance or Personal Care Services; and
- Hospice Care and Respite Care.

Covered Expenses also includes fees charged for Adult Day Care provided by an Adult Day Care Center.

Criteria for Receiving Care from an Independent Provider – The Independent Provider must be licensed or certified in the state where the care will be provided, if licensing or certification is required for the services provided. An Independent Provider must present written proof of completion of an established training course or written proof of licensure or certification. The education must include training in safely assisting persons with all Activities of Daily Living. We will accept as proper credentials the Independent Provider's inclusion in a government-sponsored nurse aide registry. If the state in which the Insured lives does not require or accept licensure or certification for Independent Providers, then we may approve benefits for an Independent Provider if we can determine that the individual is qualified by

training and experience to provide Home Health Care Services and Maintenance or Personal Care Services.

How Much We Will Pay – Benefits are payable for the Covered Expenses the Insured incurs for Home and Community Care during the policy month up to the Monthly Maximum ABR Benefit Amount. However, if the Insured is not a Chronically Ill Individual and incurring Covered Expenses for this benefit each day of the policy month, the benefit for the month will be pro-rated. It will consist of the Insured's Covered Expenses incurred during the month for each day the Insured was a Chronically Ill Individual, subject to a maximum of 1/30 of the Monthly Maximum ABR Benefit Amount times the number of days the Insured is a Chronically Ill Individual and incurring Covered Expenses during the month.

INTERNATIONAL BENEFIT

International Benefit – The Insured is eligible to receive cash benefits when Confined in a Nursing Home Facility outside the United States. The conditions under which we will pay this International Benefit and the amount of benefit payable are described below.

Conditions for International Benefits – This cash benefit will be available beginning on the day the Insured first satisfies the Eligibility for the Payment of Benefits requirements and is Confined in a Nursing Home Facility outside the United States. This benefit is in lieu of all other benefits under this Rider.

The Insured must provide written proof, in English, that the Insured is a Chronically Ill Individual and Confined in a Nursing Home Facility outside the United States. Certification that the Insured is a Chronically Ill Individual shall be performed by a Licensed Health Care Practitioner. For proof that the Insured is Confined in a Nursing Home Facility outside the United States, we will accept a bill from the Nursing Home Facility, and such proof shall be provided monthly. Proof that the Insured is a Chronically Ill Individual must be provided every 90 days. The cost for providing any of the proof required for this benefit is the responsibility of the Owner.

The Insured must notify us in advance to receive benefits under this provision. The notice must be made in writing and in English. If we are not notified prior to the date of admission to the Nursing Home Facility, then the first date the Insured is eligible for this benefit is the date we receive satisfactory written notice of an eligible Nursing Home Facility stay.

The International Benefit will end at the earliest of the date on which the Insured:

- Has received the Maximum ABR Benefit Limit;
- Is no longer a Chronically Ill Individual;
- Is no longer Confined in a Nursing Home Facility; or
- Returns to the United States.

No other benefit under this Rider is payable during a Policy month for which the Insured receives the International Benefit.

If the Insured is currently in claim in the United States, the Insured cannot leave the United States and be eligible for the International Benefit.

How Much We Will Pay – Benefits are payable for each month that the Insured meets the Conditions for International Benefits. We will pay the Monthly Maximum Benefit ABR Benefit Amount. However, if the Insured is not a Chronically Ill Individual and Confined in a Nursing Home Facility each day of the Policy month, the benefit for the month will be pro-rated. It will consist of 1/30 of the Insured's Monthly Maximum Benefit ABR Benefit Amount times the number of days the Insured is a Chronically Ill Individual during the month.

All benefit payments will be made in U.S. dollars.

ALTERNATIVE CARE BENEFIT

Alternative Care Benefit – (For expenses not otherwise covered, but authorized by us) – We reserve the right to authorize benefits for Covered Expenses relating to providers, treatments, or services not otherwise specified in this Rider.

Covered Expenses – Benefits and services can be authorized if we determine that they:

- Are cost-effective;
- Are appropriate to the Insured's needs;
- Are consistent with general standards of care;
- Provide the Insured with an equal or greater quality of care; and
- Are for and constitute Qualified Long-Term Care Services.

Any benefits, treatments, or services we authorize must also be agreed to by the Owner, the Insured or his Representative and, if appropriate, the Insured's Physician.

We reserve the right to decline to authorize benefits and services.

Benefits are not payable for any expenses incurred either: prior to the date of mutual agreement; or once the Insured has exhausted the benefits under this Rider. Agreement to participate in Alternative Care Benefits will not waive any of the rights the Insured or we have under this Rider.

Alternative Care Benefits that we have previously authorized may be discontinued by us at any time without affecting the Insured's right to the benefits otherwise available under this Rider.

How Much We Will Pay – Benefits are payable for the Covered Expenses the Insured incurs for the Alternative Care Benefit during the Policy month up to the Monthly Maximum ABR Benefit Amount.

NON-CONTINUAL ALTERNATIVE CARE BENEFIT

Non-Continual Alternative Care Benefit – Benefits are payable for Covered Expenses the Insured incurs for Non-Continual Alternative Care Benefits. The amount of the benefit we will pay and the conditions under which we will pay this benefit are described below.

Covered Expenses – Covered Expenses for the Non-Continual Alternative Care Benefit means expenses the Insured incurs for the following, as described below:

- Home Modification; and
- Durable Medical Equipment.

Home Modification – The Non-Continual Alternative Care Benefit is payable if Home Modification is recommended by a Care Coordinator in a Plan of Care and is mutually agreeable to the Owner, the Insured, and us as a cost-effective alternative to benefits otherwise provided by this Rider. Our determination of whether the Home Modification is a cost-effective alternative will occur within a reasonable period of time. Benefits are not payable for any expenses incurred prior to the date of agreement between the Owner, the Insured, and us. Agreement to participate in Home Modification under the Non-Continual Alternative Care Benefit will not waive any of the rights the Owner has or we have under this Rider. This benefit may not be used solely to increase the value of the Home. We determine what shall be considered Home Modification under this Rider.

Covered Home Modification Expenses – Covered Expenses for Home Modification means the cost of Home Modification if the Insured's Care Coordinator finds that modification to the Insured's Home is a cost-effective alternative method of care and recommends the modification. We will pay the actual charges incurred for labor, equipment, and supplies for modifications to the Insured's Home that will enhance his ability to perform the Activities of Daily Living and allow the Insured to remain in his or her Home safely.

Durable Medical Equipment – The Non-Continual Alternative Care Benefit is payable if the use of Durable Medical Equipment is specified in the Insured's Plan of Care and is mutually agreeable to the Owner, the Insured, and us as a cost-effective alternative to benefits otherwise provided by this Rider. Benefits are not payable for any expenses incurred prior to the date of mutual agreement. Agreement to participate in Durable Medical Equipment under the Non-Continual Alternative Care Benefit will not waive any of the rights the Owner has or we have under this Rider. The Durable Medical Equipment must be located in the Insured's Home.

Covered Durable Medical Equipment Expenses – Covered Expenses for Durable Medical Equipment are the rental charges for Durable Medical Equipment that is normally rented on a daily or weekly basis or the purchase price of such equipment if it is more cost-effective to purchase such equipment and it is specified in the Insured's Plan of Care. We will decide whether a rental or purchase of the Durable Medical Equipment is more appropriate.

How Much We Will Pay – Benefits are payable for Covered Expenses the Insured incurs for Home Modification and Durable Medical Equipment. This benefit is subject to the Non-Continual Alternative Care Benefit Lifetime Maximum shown on the Policy Specifications.

CAREGIVER TRAINING BENEFIT

Caregiver Training Benefit – Benefits are payable for Covered Expenses the Insured incurs for training a person (family or friend) to be an Informal Caregiver to provide care for the Insured in his or her Home.

Covered Expenses – Covered Expenses for Caregiver Training means expenses the Insured incurs for Caregiver Training in the proper use and care of a therapeutic device or an appropriate caregiving procedure. We will not pay for training provided to someone who will be paid to care for the Insured. The training cannot be received when the Insured is Confined in a hospital, Assisted Living Facility, Hospice Care Facility, or Nursing Home Facility, unless it is reasonably expected that the training will make it possible for the Insured to return Home, where the Insured can be cared for by the person receiving the training.

How Much We Will Pay – Benefits are payable for Covered Expenses the Insured incurs for Caregiver Training. This benefit is subject to the Caregiver Training Benefit Lifetime Maximum shown on the Policy Specifications.

INFLATION BENEFIT OPTION

Inflation Benefit Option – Unless an inflation option was rejected, the Inflation Benefit Option increases the benefit amounts under this Rider. The Inflation Benefit Option and the inflation interest type and rate elected are shown in the Policy Specifications. The Inflation Benefit Option provides inflation protection benefit increases that shall continue without regard to the age of the Insured, claim status or claim history, or the length of time the Policy has been In Force.

Simple Inflation Benefit Options – If one of these Options is in effect, the Monthly Maximum ABR Benefit Amount and the Maximum ABR Benefit Limit will be increased on each Policy anniversary. The new Monthly Maximum ABR Benefit Amount is calculated as A plus (B times C), where:

A. Is the existing Monthly Maximum ABR Benefit Amount;

- B. Is the Monthly Maximum ABR Benefit Amount applicable on the Policy Date, adjusted for withdrawals and for benefits paid under the Terminal Illness Benefit; and
- C. Is the inflation interest rate.

The Maximum ABR Benefit Limit is calculated as A times (B divided by C), where:

- A. Is the existing Maximum ABR Benefit Limit;
- B. Is the new Monthly Maximum ABR Benefit Amount as calculated above; and
- C. Is the previous Monthly Maximum ABR Benefit Amount.

Compound Inflation Benefit Option – If this Option is in effect, the Monthly Maximum ABR Benefit Amount and the Maximum ABR Benefit Limit will be increased on each Policy anniversary. The new Monthly Maximum ABR Benefit Amount is calculated as A times the result of (B plus C), where:

- A. Is the existing Monthly Maximum ABR Benefit Amount;
- B. Is 1; and
- C. Is the inflation interest rate.

The Maximum ABR Benefit Limit is calculated as A times the result of (B plus C), where:

- A. Is the existing Maximum ABR Benefit Limit;
- B. Is 1; and
- C. Is the inflation interest rate.

Termination – Increases will cease on the first to occur of:

- The date of the Insured's death;
- The date this Rider and the Policy are cancelled pursuant to the Owner's request; or
- The date the Maximum ABR Benefit Limit has been paid.

ABR RETURN OF PREMIUM BENEFIT

ABR Return of Premium Benefit – This Rider offers a Return of Premium Benefit, which is payable to the Owner if the Policy is surrendered or lapsed. At issue, the ABR Return of Premium Benefit is equal to the ABR Premium, as shown on the Policy Specifications. After issue, the ABR Return of Premium Benefit may be reduced (but not below zero) as described in the Policy, after the reduction of the Life Return of Premium Benefit.

EFFECT OF RIDER ON POLICY

Effect of Benefit Payment Under This Rider on Death Proceeds – We reserve the right to withhold any portion of the Death Proceeds that would otherwise be payable for a reasonable period of time under the facts and circumstances to allow verification that we have received all remaining claims for Covered Expenses incurred before the date of death of the Insured.

Effect of Benefit Payment Under This Rider on Policy Withdrawals – Once a claim for benefit payment under this Rider has been received by us, no withdrawals may be made under the Policy.

Effect of Benefit Payment Under This Rider on Policy's Face Amount – Benefit payment under this Rider will reduce the Policy's Face Amount. The reduction in the Policy's Face Amount after payment of the benefit is calculated as A times the result of (B divided by C) where:

- A. Is the Policy's Face Amount prior to payment of the benefit;
- B. Is the benefit payment; and
- C. Is the Maximum ABR Benefit Limit before the benefit payment.

Effect of Benefit Payment Under This Rider on Policy's Accumulated Value – Benefit payment under this Rider will reduce the Policy's Accumulated Value. The Policy's Accumulated Value after payment of the benefit will be calculated as A times the result of (B divided by C) where:

- A. Is the Policy's Accumulated Value prior to payment of the benefit;
- B. Is the Policy's Face Amount after the benefit payment; and
- C. Is the Policy's Face Amount before the benefit payment.

Effect of Benefit Payment Under This Rider on Policy Debt – If there is a loan outstanding under the Policy at the time a benefit under this Rider is payable, a portion of the benefit will be applied towards repayment of the loan. The amount of the benefit that will be allocated as a loan repayment will be calculated as A times the result of (one minus (B divided by C)) where:

- A. Is Policy Debt prior to payment of the benefit;
- B. Is the Policy's Face Amount after the benefit payment; and
- C. Is the Policy's Face Amount before the benefit payment.

The Policy Debt after payment of the benefit will be calculated as A times the result of (B divided by C) where:

- A. Is Policy Debt prior to payment of the benefit;
- B. Is the Policy's Face Amount after the benefit payment; and
- C. Is the Policy's Face Amount before the benefit payment.

Effect of Benefit Payment Under This Rider on Policy's Coverage Charge – Benefit payment under this Rider will reduce the Policy's Coverage Charge. The Coverage Charge after payment of the benefit will be calculated as A times the result of (B divided by C) where:

- A. Is the Coverage Charge prior to payment of the benefit;
- B. Is the Policy's Face Amount after the benefit payment; and
- C. Is the Policy's Face Amount before the benefit payment.

EFFECT OF POLICY ON RIDER

Effect of Withdrawals on This Rider – Any withdrawal made under the Policy will reduce the Monthly Maximum ABR Benefit Amount and the Maximum ABR Benefit Limit. The new Monthly Maximum ABR Benefit Amount after the withdrawal will be calculated as A times the result of (B divided by C) where:

- A. Is the Monthly Maximum ABR Benefit Amount before the withdrawal;
- B. Is the Policy's Face Amount after the withdrawal; and
- C. Is the Policy's Face Amount before the withdrawal.

The new Maximum ABR Benefit Limit after the withdrawal will be calculated as A times the result of (B divided by C) where:

- A. Is the Maximum ABR Benefit Limit before the withdrawal;
- B. Is the Policy's Face Amount after the withdrawal; and
- C. Is the Policy's Face Amount before the withdrawal.

Effect of Terminal Illness Benefit Payment on this Rider – Any amount paid under the Terminal Illness Benefit will reduce the Monthly Maximum ABR Benefit Amount and the Maximum ABR Benefit Limit. The new Monthly Maximum ABR Benefit Amount after the Terminal Illness Benefit Payment will be calculated as A times the result of (B divided by C) where:

- A. Is the Monthly Maximum ABR Benefit Amount before the Terminal Illness Benefit Payment;

- B. Is the Policy's Face Amount after the Terminal Illness Benefit Payment; and
- C. Is the Policy's Face Amount before the Terminal Illness Benefit Payment.

The new Maximum ABR Benefit Limit after the Terminal Illness Benefit Payment will be calculated as A times the result of (B divided by C) where:

- A. Is the Maximum ABR Benefit Limit before the Terminal Illness Benefit Payment;
- B. Is the Policy's Face Amount after the Terminal Illness Benefit Payment; and
- C. Is the Policy's Face Amount before the Terminal Illness Benefit Payment.

EXCLUSIONS AND LIMITATIONS

Benefits under this Rider will not be limited or excluded by type of illness, treatment, medical condition or accident, except as provided in this section. In this section, we state the conditions under which payment will be limited or not made at all, even if the Insured otherwise qualifies for benefits. These conditions apply to all benefits provided by this Rider.

Exclusions – This Rider will not pay benefits for any room and board, care, treatment, services, equipment, or other items for:

- Care or services provided by the Insured's Immediate Family unless:
 - He or she is a regular employee of an organization which is providing the treatment, service or care; and
 - The organization receives the payment for the treatment, service or care;
- Care or services for which no charge is made in the absence of insurance;
- Care or services provided outside the United States of America, except as provided for under the International Benefit;
- Care or services that result from an attempt at suicide (while sane or insane) or an intentionally self-inflicted injury;
- Treatment provided in a government facility (unless otherwise required by law);
- Services for which benefits are available under Medicare (including amounts that would be reimbursable but for the application of a deductible or coinsurance amount) or other governmental program (except Medicaid), any state or federal workers' compensation, employer's liability or occupational disease law, or any motor vehicle no-fault law; or
- Services received while this Rider is not In Force, except as provided in the Extension of Benefits provision.

No Pre-Existing Conditions Exclusion – We will not reduce or deny any claim under this Rider because of a sickness or physical or medical condition disclosed on the Application.

Non-Duplication With Other Plans – We will not pay benefits for any amount that would be reimbursable under Medicare or any other plan or program but for the application of a deductible or coinsurance amount. We will pay the difference between the actual expense and the benefits payable by Medicaid or private insurance, but our payment will not exceed the amount we would have paid in the absence of such other insurance. However, if the Insured's Medicaid or private insurance denies payment for a service that we cover, we will pay the benefit as outlined in this Rider. The Care Coordinator can assist in identifying other insurance benefits to which the Insured is entitled that can be applied to meet actual expenses.

CLAIMS PROVISIONS

In this section, we describe when we must be notified of a claim; what to send us; how we evaluate and pay claims; and other rights and responsibilities under the Rider.

The Insured's Role in the Claims Process – Early awareness by us will facilitate a timely claim review. It is important that the Owner or Insured notify us immediately when the Owner or Insured thinks the Insured is eligible for benefits under this Rider. To file a claim, the Owner or Insured may call us, notify us in writing or submit a completed claim form we provide.

Notify Us as Soon As Possible – We can handle the claim request more efficiently if we are notified within 30 days after the Insured is eligible for benefits or as soon as reasonably possible. We prefer to be notified as soon as the Insured first becomes disabled to the extent that the Insured may soon need care covered by this Rider. Notify us even if the Owner or Insured is unsure, and we can help determine whether the Insured is eligible for benefits.

How Claims Are Evaluated – When notice of claim is received, we will collect the information we need to verify whether the Eligibility for the Payment of Benefits requirements have been met. We may need to contact the Insured's Physician or other care provider and to review the Insured's medical records. Based on our evaluation of this information, we will verify the Insured's eligibility for benefits. We will not pay benefits until we verify eligibility for benefits. If we determine that the Insured is eligible for benefits, we will arrange for a Plan of Care to be developed by a Licensed Health Care Practitioner or Care Coordinator.

Cross Border Rules – Benefits will be paid for similar services obtained in a state other than the Policy state of issue if benefits for those services would have been paid in the Policy state of issue, irrespective of any facility licensing, certification or registration requirement (or similar requirements) differences between the states.

Claim Forms – We will provide claim forms for the filing of proofs of loss when we receive the notice of claim. If the Owner, Insured or Insured's Representative does not get the necessary claim forms within 15 days, Proofs of Loss can be filed without them by sending us a letter which describes the occurrence, the character and the extent of the loss for which the claim is made. That letter must be sent to us at our Administrative Office within the time noted below under Proof of Loss.

Proof of Loss – In the case of a claim for continuing loss for which this Rider provides any periodic benefits, written proof of loss must be given to us within 90 days after the end of each 30-day period for which Covered Expenses are incurred. In the case of a claim for any other loss, written proof must be given to us within 90 days after the date of such loss. However, a claim will still be considered if it was not possible to furnish proof within this time and the proof was furnished as soon as reasonably possible. Except in the absence of legal capacity, in no event will an expense be considered as a Covered Expense if proof for that expense is furnished more than one year after the date the proof is otherwise required.

Written Notification – The Owner will be notified in writing whether or not the Insured is eligible for benefits. We will provide notification within ten days of receiving all the required information. If the Owner wants to receive information related to a denial of benefits, that information will be sent to the Owner within 60 days of receipt of his or her written request, or as required by the applicable laws and regulations where the policy is delivered or issued for delivery.

When Benefit Payments Will Be Made – Once the applicable Elimination Period has been completed, benefit payments will be made upon our receipt of the required written claims and evidence of the Insured's continued eligibility. Benefit payments will be made as long as the loss and our liability continue. When a claim is paid, the Owner will receive an Explanation of Benefits from our Administrative Office.

To Whom We Will Pay Benefits – All benefits will be payable to the Owner unless otherwise provided as a Direct Payment of Benefits to a Care Provider. Any benefits to which the Owner is entitled that are unpaid at the Insured's death will be payable to the Owner. If benefits are payable to an estate, we may pay a portion of those benefits, up to \$5,000, directly to the Owner's spouse or someone related to the Owner by blood or marriage who is deemed by us to be justly entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

Physical Examination – At our expense, we have the right to require an examination of the Insured's functional or cognitive status when a claim is made and at reasonable intervals while benefits are being claimed.

How the Owner or Insured Can Appeal a Claim Decision – If the Owner or Insured disagrees with our decision regarding a claim, the Owner may request in writing within 60 days of that decision that we reconsider the claim. Any internal review of claim decisions will be consistent with the applicable laws and regulations where the policy is delivered or issued for delivery. The Owner or Insured should submit any additional information that the Owner or Insured feels we need to review our decision. The Owner or Insured should include the names, addresses, and phone numbers of any care providers we should contact to learn more about the loss. The Owner is responsible for the expense of securing additional information, if applicable, for each instance of reconsideration. We will reconsider our decision and send written notification of the results to the Owner. If we deny the appeal request and the Owner wants to receive written information related to such denial, that information will be sent within 60 days of receipt of the written appeal request. This Rider will comply with any requirements regarding external review of claim decisions, consistent with the applicable laws and regulations where the policy is delivered or issued for delivery.

Legal Actions – No action may be brought to recover under this Rider until 60 days after proof of loss has been given. No action can be brought more than three years from the date written proof of loss was required to be given. Any legal cause of action shall conform to the laws of the state in which the policy was delivered or issued for delivery.

Direct Payment of Benefits to Care Provider – The Owner may instruct us to pay benefits due under this coverage directly to a Nursing Home Facility, Assisted Living Facility, Hospice Care Facility, Adult Day Care Center or Home Health Care Agency providing the care for which we are reimbursing Covered Expenses. The care provider must also agree to the direction of the payment of benefits. The Owner must notify us by Written Request, which will be effective only when recorded at our Administrative Office. When received, the instruction will take effect as of the date the Written Request was signed, unless otherwise specified by the Owner. Any rights created by the direct payment of benefits will be subject to any payments made or actions taken by us before the change is recorded. We will not be responsible for the validity of the instructions provided to us.

PREMIUMS, LAPSE AND REINSTATEMENT PROVISIONS

In this section, we describe such things as the premium for this Rider and the reinstatement provisions.

Non-Cancellable – This Rider will continue as long as the Insured lives or until this Rider is terminated in accordance with the When Insurance Under This Rider Ends provision. The premiums under this Rider are paid by a one-time premium on or before the Policy Date and cannot be increased.

Paying Premiums, One-Time Premium – In order for this Rider to be In Force, a one-time premium covering the entire cost of the Rider must have been paid to us on or before the Policy Date. No portion of the Rider's premium shall be added to the Accumulated Value or other values of the Policy.

Protection Against Unintentional Lapse – In order to protect the Policy and Rider against unintentional lapse, at least one person in addition to the Owner must be designated to receive notice of lapse or termination or the Owner must sign a waiver electing not to designate an additional person to receive notice. The Owner may change this designation at any time. To do so, notify us in writing. We will remind the Owner in writing every two years of this opportunity.

Grace Period – The Grace Period provision in the Policy applies to this Rider.

Notification of Non-Payment – The Notification of Non-Payment provision in the Policy applies to this Rider.

Lapse – The Lapse provision in the Policy applies to this Rider. Upon lapse, we will refund any ABR Return of Premium Benefit.

Reinstatement – If the Policy is reinstated under its Reinstatement provision, this Rider is also eligible to be reinstated provided that such reinstatement occurs within six months from the end of the Grace Period. After the six-month period, this Rider will not be reinstated, even if the Policy is reinstated.

Added Protection Against Lapse – If coverage terminates due to lapse, we will provide a reinstatement of coverage as specified below, if certain conditions are met. To be eligible for this reinstatement, the Insured must provide us proof that the Insured was a Chronically Ill Individual, beginning on or before the date of termination.

The proof must be in the form of a certification and Assessment from a Licensed Health Care Practitioner that demonstrates that the Insured was a Chronically Ill Individual. The proof must be provided to us within five months of the termination date. The Owner must pay all past due premiums and outstanding Policy Debt prior to the date of lapse. In that event, the Policy and this Rider will be reinstated as of the date of that termination without interruption of insurance for that period.

Requirements for Reinstatement – If this Rider is eligible to be reinstated, in order for us to evaluate your request for reinstatement, you must satisfy the requirements for reinstatement of the Policy and this Rider.

Reinstatement of the Policy and this Rider is effective upon our approval of your reinstatement application. If we issue a temporary insurance agreement in connection with the premium tendered for reinstatement, and we do not act to approve the application, the reinstatement is effective on the 45th day following the date of the temporary insurance agreement unless we have given notice to the Owner of our disapproval of the application prior to the expiration of the 45 day time limit.

If approved, the Policy and this Rider will be reinstated retroactive to the date of termination of coverage. In all other respects, including benefits for Covered Expenses, the Owner will have the same rights under this Rider as prior to the termination. Any amount refunded due to lapse in connection with the ABR Return of Premium Benefit must be repaid to us prior to coverage being reinstated.

EFFECTIVE DATE AND TERMINATION OF INSURANCE PROVISIONS

In this section, we describe when this Rider becomes effective and when coverage ends.

Evidence Of Insurability – The Insured is required to provide evidence of insurability in a form and manner specified by us.

Rider Effective Date – The Insured will become covered under this Rider on the Policy Date shown on the Policy Specifications, provided the required premium has been received.

The Owner's Right to Cancel Coverage at Any Time – The Owner may cancel coverage at any time by sending us written notice. The Policy and this Rider both must remain In Force or be cancelled at the same time. We must receive a request to cancel 30 days prior to the requested cancellation date. Termination of coverage will be effective within 30 days of the date we receive the request, unless the requested termination date is later. The cancellation will not prejudice any claim for care received before the effective date of the cancellation.

When Insurance Under This Rider Ends – This Rider terminates on the first to occur of:

- The date of the Insured's death;
- The date this Rider and the Policy are cancelled pursuant to the Owner's request;
- The date the Maximum ABR Benefit Limit has been paid; or
- The date the Policy is terminated.

Extension of Benefits – If the Policy and this Rider terminate due to lapse, we will recognize the basis for a claim under this Rider for the Insured's Confinement in a Nursing Home Facility, Hospice Care Facility, or an Assisted Living Facility before the date of termination in the same manner as if the insurance was In Force. Extension of Benefits stops on the earliest of:

- The date when the Insured no longer meets the Eligibility for the Payment of Benefits requirements;
- The date the Insured is no longer Confined in a Nursing Home Facility, Hospice Care Facility, or an Assisted Living Facility; or
- The date when the Policy's Face Amount remaining after monthly benefit payment is zero.

If benefits are continued under this Extension of Benefits provision, we will calculate the Policy's Face Amount remaining as if the Policy had remained In Force, but no Death Benefit will be payable to the beneficiary under the Policy.

This Extension of Benefits will be subject to all of the provisions of this Rider, including but not limited to the Elimination Period and Eligibility for Payment of Benefits.

This provision is subject to the applicable coverage maximums shown on the Policy Specifications and all other applicable provisions of the Policy and Rider.

If the Insured's benefits are continued under this provision, no Death Benefit will be payable.

QUALIFIED LONG-TERM CARE SERVICES

Benefit for Qualified Long-Term Care Services – This Rider provides benefits for Qualified Long-Term Care Services received by a Chronically Ill Individual provided pursuant to a Plan of Care prescribed by a Licensed Health Care Practitioner. Benefits for Qualified Long-Term Care Services are conditioned on a determination that the Insured is a Chronically Ill Individual.

Certification by A Licensed Health Care Practitioner – Certification that the Insured is a Chronically Ill Individual shall be performed by a Licensed Health Care Practitioner. Such certifications may be performed by a Licensed Health Care Practitioner at our direction as is reasonably necessary with respect to a specific claim, except that when a Licensed Health Care Practitioner has certified that the Insured is a Chronically Ill Individual and the Owner or Insured has made a claim for benefits under this Rider, the certification may not be rescinded and additional certifications may not be performed until after the expiration of the 90-day period starting on the date of certification.

GENERAL PROVISIONS

In this section, we describe the generally applicable provisions; the importance of completing the application truthfully and correctly; and other basic rights, obligations and features applicable to this Rider.

Incontestability – In issuing this Rider, we have relied upon the information presented by the Owner and the Insured in the Application. We may rescind this Rider or deny a claim due to a misrepresentation that is material to acceptance for coverage if this Rider has been In Force for less than six months. The Policy Date is shown on the Policy Specifications.

If coverage has been In Force for at least six months but less than two years, we may rescind this Rider or deny a claim due to a showing of misrepresentation in the Application that is both material to the Insured's acceptance for coverage and which pertains to the conditions for which benefits are sought.

After coverage has been In Force for two years, we may rescind this Rider and deny a claim for benefits that began after the two-year period if relevant facts were knowingly and intentionally misrepresented by the Owner or the Insured in the Application relating to the health of the Insured.

Misstatement – If the Insured’s sex or birth date is misstated in the Application, we will adjust the benefits payable to what the premium paid would have purchased at the Insured’s correct sex or birth date as of the Policy Date.

Fraud/Recovery – If we determine that benefits have been paid under the Policy or this Rider as a result of fraudulent actions, we have the right to recover those benefit amounts. We may recover those benefit amounts directly from the Owner or by reducing any subsequent benefit payments under the Policy or this Rider. We will determine the manner in which we seek recovery of benefit payments made under fraudulent conditions.

Tax Qualification – This Rider is intended to provide tax-qualified long-term care insurance under Section 7702B(b) of the Internal Revenue Code of 1986, as amended (the “Code”), and be treated for such tax purposes as a separate contract from the Policy to which this Rider is attached, pursuant to Code Section 7702B(e). To achieve these purposes, the provisions of this Rider and the Policy (including any other rider or endorsement that does not specifically override these tax qualification provisions) shall be interpreted to ensure and maintain such separate tax qualification of this Rider (and of the Policy), despite any other provision to the contrary. Accordingly, even though the Policy may have cash value that can be borrowed, neither this Rider nor any long-term care insurance (or benefit) provided by it shall be deemed to provide any cash value or other money that can be borrowed (or paid, assigned or pledged as collateral for a loan) within the scope of the prohibitions described in Code Section 7702B(b)(1)(D). Nor shall such a prohibition be deemed to preclude any right of the Owner to direct payment of benefits provided by this Rider, absent any final regulation or other final guidance to the contrary that is published by the Internal Revenue Service (“IRS”). We reserve the right to amend this Rider or the Policy from time to time to reflect any clarifications that may be needed or are appropriate to maintain any such separate tax qualification or to conform the Rider or Policy provisions to any applicable changes in such tax qualification requirements, as provided in the Code or any published IRS guidance relating thereto, without consent (where allowed by law). We will send you a copy of any such amendment. If you reject any such amendment, it must be by giving us written notice, and your rejection may result in adverse tax consequences. Before any such rejection, you are advised to consult a qualified tax advisor.

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EXTENDED BENEFIT RIDER (“EBR”) FOR LONG-TERM CARE

This rider (“Rider”) becomes a part of the policy to which it is attached (“Policy”) as of the Policy Date and covers only the person named as the Insured in the Policy Specifications. The Application and premium put this Rider In Force as of the Policy Date. A copy of the Application is attached. If the provisions of this Rider and those of the Policy do not agree, the provisions of this Rider will apply. Please read it carefully.

This Rider extends the benefits provided by the Accelerated Benefit Rider (“ABR”) for Long-Term Care. The benefits of this Rider become effective after payments for Covered Expenses under the ABR have reached the Maximum ABR Benefit Limit. This Rider reimburses the Owner shown on the Policy Specifications for Covered Expenses the Insured incurs for Qualified Long-Term Care Services.

Renewability – This Rider is Non-Cancellable. This Rider will continue as long as the Insured lives or until this Rider is terminated in accordance with the When Insurance Under This Rider Ends provision.

This is a long-term care insurance Rider that provides benefits for Covered Expenses incurred for adult day care, assisted living care, home health care services, hospice care, and nursing home care.

Caution – The issuance of this Rider is based upon the responses to questions on the Application for the Policy, the ABR and this Rider. A copy of that Application is attached. If any answers are incorrect or untrue, we have the right to deny benefits or rescind this Rider. The best time to clear up any questions is now, before a claim arises. If, for any reason, any answers are incorrect, contact us at our Administrative Office.

Notice to Buyer – This Rider may not cover all of the costs associated with long-term care that may be incurred by the Insured during the period of coverage. The Owner is advised to review carefully all Policy and Rider limitations.

This Rider is not qualified under any state long-term care insurance partnership program. For more information on partnership qualified products, contact the state department of insurance.

This Rider is not Medicare Supplement Coverage – If the Insured is eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from us. Neither Pacific Life Insurance Company nor its producers represent Medicare, the federal government or any state government.

This is intended to be a Tax Qualified Rider – This Rider is intended to provide federally tax qualified long-term care insurance under Section 7702B(b) of the Internal Revenue Code of 1986, as amended. **You are advised to consult with a qualified tax advisor.**

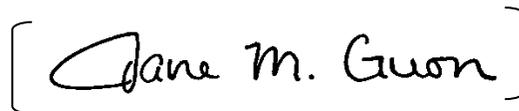
30-Day Right to Examine – The Owner has 30 days from the day the Policy, ABR, and this Rider are received to examine and return all of them to us if the Owner decides not to keep them. The Owner does not have to tell us the reason for returning the Policy, ABR, and this Rider, but all must be returned together. The Policy, ABR, and this Rider can be returned to us at our Administrative Office or to the Producer through whom it was bought. We will refund, directly to the payer, the full amount of any premium paid for the Policy, ABR, and this Rider within 30 days of such a return and the Policy, ABR, and this Rider will be void from the start.

[STATE] Department of Insurance: [(XXX) XXX-XXXX]

Signed for Pacific Life Insurance Company,



Chairman and Chief Executive Officer



Secretary

[www.PacificLife.com]

[(800) 347-7787]

DEFINITIONS

In this section, we define certain terms used throughout this Rider. Other terms may be defined in other parts of the Policy or the ABR. Terms used in this Rider, the Policy and the ABR will have the same definition unless stated otherwise in this Rider. Defined terms are usually capitalized to show emphasis.

EBR Benefit Duration – The period of coverage under this Rider. The EBR Benefit Duration was elected on the Application for the Rider, and is shown on the Policy Specifications. The EBR Benefit Duration may increase or decrease depending on how the Policy and Rider benefits are used.

In Force – means that this Rider is in effect.

Maximum EBR Benefit Limit – is the total amount of lifetime benefits payable under this Rider as shown on the Policy Specifications. The Maximum EBR Benefit Limit will increase in accordance with the terms of the Inflation Benefit Option the Owner elected, if any, described in this Rider and shown on the Policy Specifications. The Maximum EBR Benefit Limit will be reduced when a payment of benefit is made in accordance with the terms of this Rider.

Monthly Maximum EBR Benefit Amount – is the total amount of monthly benefits payable under this Rider for the Care Coordination Benefit, Nursing Home Benefit, Assisted Living Facility Benefit, Home and Community Care Benefit and Alternative Care Benefit. The initial Monthly Maximum EBR Benefit Amount is shown on the Policy Specifications. The Monthly Maximum EBR Benefit Amount will increase in accordance with the terms of the Inflation Benefit Option the Owner elected, if any, described in this Rider and shown on the Policy Specifications.

ELIGIBILITY FOR THE PAYMENT OF BENEFITS

Eligibility for the Payment of Benefits – Subject to all the terms and provisions of this Rider, benefits are payable as described in this Rider when we verify that the Insured meets all of the following conditions:

- The Insured is a Chronically Ill Individual;
- A Licensed Health Care Practitioner certifies the Insured as being a Chronically Ill Individual;
- The cost is a Covered Expense under this Rider and is provided pursuant to a written Plan of Care for the Insured that is appropriate and consistent with generally accepted standards of care for persons who are Chronically Ill Individuals;
- Coverage under this Rider is In Force on the date(s) the care is received;
- The Insured has not exhausted the applicable limits on the specific benefits claimed, or the Maximum EBR Benefit Limit for this Rider; and
- The Insured meets the additional requirements for the specific benefits claimed.

Chronically Ill Individual – means the Insured has been certified by a Licensed Health Care Practitioner as:

- Being unable to perform (without Substantial Assistance from another individual) at least two Activities of Daily Living for a period of at least 90 days due to a loss of functional capacity; or
- Requiring Substantial Supervision to protect the individual from threats to health and safety due to Severe Cognitive Impairment.

A Chronically Ill Individual shall not include an Insured who otherwise meets these requirements unless within the preceding twelve-month period a Licensed Health Care Practitioner has certified that the Insured meets these requirements.

Activities of Daily Living – means the following self-care functions:

Bathing – Washing oneself by sponge bath, or in either a tub or shower, including the task of getting into or out of the tub or shower.

Continence – The ability to maintain control of bowel and bladder function, or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag.)

Dressing – Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.

Eating – Feeding oneself by getting food into the body from a receptacle (such as a plate, cup, or table) or by a feeding tube or intravenously.

Toileting – Getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.

Transferring – Moving into or out of a bed, chair or wheelchair.

Severe Cognitive Impairment – means a deficiency in an individual's short or long-term memory, orientation as to person, place and time, deductive or abstract reasoning, or judgment as it relates to safety awareness.

LIMITATIONS OR CONDITIONS ON ELIGIBILITY FOR BENEFITS

Conditions – In addition to meeting the Eligibility for the Payment of Benefits criteria shown above, the following conditions must also be met in order for benefits to be paid under this Rider:

- The Owner must elect to claim benefits under this Rider; and
- The Covered Expense incurred for which benefits are claimed under this Rider must occur after the Maximum ABR Benefit Limit has been exhausted.

Benefits Paid Reduce the Amount Available Under this Rider – Any benefit paid under this Rider reduces the amount available under this Rider's applicable benefit-specific maximums and the Maximum EBR Benefit Limit. Benefits for Caregiver Training and the Non-Continual Alternative Care Benefit do not reduce the Monthly Maximum EBR Benefit Amount.

Certain Exclusions Apply – There are certain conditions under which benefits will not be paid under this Rider even if the Eligibility for the Payment of Benefits requirements are otherwise met. These exclusions are stated in the Exclusions and Limitations Section.

Multiple Benefits Per Day – Although the benefits of this Rider are expressed in terms of monthly units, Covered Expenses are typically incurred on a daily basis. If the Insured is eligible for more than one of the following benefits, benefits are payable for only one of the following, which would provide the greatest benefit on a single day:

- Care Coordination Benefit;
- Nursing Home Benefit;
- Assisted Living Facility Benefit;
- Home and Community Care Benefit; and
- Alternative Care Benefit.

LONG-TERM CARE BENEFITS

Long-Term Care Benefits – This Rider extends the benefits provided under the ABR by providing a Maximum EBR Benefit Limit and a Monthly Maximum EBR Benefit Amount, which become effective when the Maximum ABR Benefit Limit under the ABR is exhausted.

Specific Benefits – The specific benefits in the ABR to which this extension applies are the following:

- Care Coordination;
- The Care Coordination Benefit;
- The Nursing Home Benefit;
- The Assisted Living Facility Benefit;

- The Home and Community Care Benefit;
- The Alternative Care Benefit;
- The Non-Continual Alternative Care Benefit; and
- The Caregiver Training Benefit.

Differences from the ABR – When benefits are payable under this Rider, the benefits shown above will be paid as described in the ABR except for the following:

- References in the ABR to the Maximum ABR Benefit Limit will be considered to be references to the Maximum EBR Benefit Limit shown on the Policy Specifications;
- References in the ABR to the Maximum Monthly ABR Benefit Amount will be considered to be references to the Monthly Maximum EBR Benefit Amount;
- This Rider does not provide an International Benefit; and
- The Elimination Period does not apply to this Rider.

If benefits that are subject to the Maximum Monthly ABR Benefit Amount become payable partly under both this Rider and the ABR (because the Maximum ABR Benefit Limit has been exhausted during the month), the maximum amount payable under all such benefits is limited to the greater of:

- The Monthly Maximum ABR Benefit Amount; and
- The Monthly Maximum EBR Benefit Amount.

Benefits payable under the Non-Continual Alternative Care Benefit and the Caregiver Training Benefit of this Rider will:

- Be reduced by the respective amounts for which payment is made under the ABR; and
- Not be provided if the respective lifetime maximum benefit has been exhausted under the ABR.

The terms, conditions and exclusions of the ABR apply to the payment of benefits under this Rider unless otherwise stated in this Rider.

INFLATION BENEFIT OPTION

Inflation Benefit Option – Unless an inflation option was rejected, the Inflation Benefit Option increases the benefit amounts under this Rider. The Inflation Benefit Option and the inflation interest type and rate elected are shown in the Policy Specifications. The Inflation Benefit Option provides inflation protection benefit increases that shall continue without regard to the age of the Insured, claim status or claim history, or the length of time the Policy has been In Force.

Simple Inflation Benefit Options – If one of these Options is in effect, the Monthly Maximum EBR Benefit Amount and the Maximum EBR Benefit Limit will be increased on each Policy anniversary. The new Monthly Maximum EBR Benefit Amount is calculated as A plus (B times C), where:

- Is the existing Monthly Maximum EBR Benefit Amount;
- Is the Monthly Maximum EBR Benefit Amount applicable on the Policy Date; and
- Is the inflation interest rate.

The Maximum EBR Benefit Limit is calculated as A times (B divided by C), where:

- Is the existing Maximum EBR Benefit Limit;
- Is the new Monthly Maximum EBR Benefit Amount as calculated above; and
- Is the previous Monthly Maximum EBR Benefit Amount.

Compound Inflation Benefit Option – If this Option is in effect, the Monthly Maximum EBR Benefit Amount and the Maximum EBR Benefit Limit will be increased on each Policy anniversary. The new Monthly Maximum EBR Benefit Amount is calculated as A times the result of (B plus C), where:

- A. Is the existing Monthly Maximum EBR Benefit Amount;
- B. Is 1; and
- C. Is the inflation interest rate.

The Maximum EBR Benefit Limit is calculated as A times the result of (B plus C), where:

- A. Is the existing Maximum EBR Benefit Limit;
- B. Is 1; and
- C. Is the inflation interest rate.

Termination – Increases will cease on the first to occur of:

- The date of the Insured's death;
- The date this Rider and the Policy and ABR are cancelled pursuant to the Owner's request; or
- The date the Owner has received the Maximum EBR Benefit Limit allowed.

EBR RETURN OF PREMIUM BENEFIT

EBR Return of Premium Benefit – This Rider offers a Return of Premium Benefit, which is payable to the Owner if the Policy is surrendered or lapsed. At issue, the EBR Return of Premium Benefit is equal to the EBR Premium, as shown on the Policy Specifications. After issue, the EBR Return of Premium Benefit may be reduced as described in the Policy, after the reduction of the Life Return of Premium Benefit and the ABR Return of Premium Benefit.

NONFORFEITURE BENEFIT

Nonforfeiture Benefit – Upon lapse of this Rider, the Owner is eligible for one of the two options described below. The Owner can change the elected benefit at any time before lapse by sending us a Written Request. The options available are:

1. Return of Premium Benefit as described in this Rider. This option will be effective automatically unless the Owner requests otherwise in writing.
2. Shortened Benefit Period. Under this option, we will continue coverage of eligible claims until the earlier of:
 - a. The death of the Insured; or
 - b. The date the Nonforfeiture Benefit Limit has been reached.

Nonforfeiture Benefit Limit – is an amount equal to the greater of:

1. The Monthly Maximum EBR Benefit Amount; or
2. The EBR Premium, as shown in the Policy Specifications.

The Nonforfeiture Benefit Limit is reduced by the sum of all benefits previously paid under this Rider. The Nonforfeiture Benefit Limit will never be greater than the remaining amount payable had this Rider stayed In Force.

EXCLUSIONS AND LIMITATIONS

Exclusions and Limitations – This Rider will not pay benefits for any expenses incurred:

- Prior to the date the Maximum ABR Benefit Limit has been exhausted under the ABR; or
- That would have been excluded from payment under the ABR had it remained In Force (as stated in the Exclusions and Limitations provision of that rider).

CLAIMS PROVISIONS

The Claims Provisions in the ABR apply to the payment of benefits under this Rider.

PREMIUMS, LAPSE AND REINSTATEMENT PROVISIONS

The Premiums, Lapse and Reinstatement provisions of the ABR apply to this Rider, except as modified below.

Lapse – The Lapse provision in the Policy applies to this Rider. Upon lapse, we will refund any EBR Return of Premium Benefit.

Reinstatement – If the ABR is reinstated under its Reinstatement provision, this Rider will also be reinstated. Any amount refunded due to lapse in connection with the EBR Return of Premium Benefit must be repaid to us prior to coverage being reinstated.

EFFECTIVE DATE AND TERMINATION OF INSURANCE PROVISIONS

In this section, we describe when this Rider becomes effective and when coverage ends.

Evidence Of Insurability – The Insured is required to provide evidence of insurability in a form and manner specified by us.

Rider Effective Date – The Insured will become covered under this Rider on the Policy Date shown on the Policy Specifications, provided the required premium has been received.

The Owner's Right to Cancel Coverage at Any Time – The Owner may cancel coverage at any time by sending us written notice. The Policy, the ABR and this Rider both must remain In Force or be cancelled at the same time. We must receive a request to cancel 30 days prior to the requested cancellation date. Termination of coverage will be effective within 30 days of the date we receive the request, unless the requested termination date is later. The cancellation will not prejudice any claim for care received before the effective date of the cancellation.

When Insurance Under This Rider Ends – This Rider terminates on the first to occur of:

- The date of the Insured's death;
- The date this Rider, the ABR and the Policy are cancelled pursuant to the Owner's request;
- The date the Owner has received the Maximum EBR Benefit Limit allowed under this Rider; or
- The date the Policy is terminated.

Extension of Benefits – If the Policy, the ABR and this Rider terminate due to lapse, we will recognize the basis for a claim under this Rider for the Insured's Confinement in a Nursing Home Facility, a Hospice Care Facility or an Assisted Living Facility before the date the Policy, the ABR or this Rider ended in the same manner as if the insurance was In Force. Extension of Benefits stops on the earliest of:

- The date when the Insured no longer meets the Eligibility for the Payment of Benefits requirements;
- The date the Insured is no longer Confined in a Nursing Home Facility, a Hospice Care Facility or an Assisted Living Facility; or
- The date when the Policy's Face Amount remaining after monthly benefit payment is zero.

If benefits are continued under this Extension of Benefits provision, we will calculate the Policy's Face Amount remaining as if the Policy had remained In Force, but no Death Benefit will be payable to the beneficiary under the Policy.

This Extension of Benefits will be subject to all of the provisions of this Rider, including but not limited to the Eligibility for Payment of Benefits.

This provision is subject to the applicable coverage maximums shown on the Policy Specifications and all other applicable provisions of the Policy, the ABR and this Rider.

If the Insured's benefits are continued under this provision, no Death Benefit will be payable.

GENERAL PROVISIONS

In this section, we describe the generally applicable provisions; the importance of completing the application truthfully and correctly; and other basic rights, obligations and features applicable to this Rider.

Incontestability – In issuing this Rider, we have relied upon the information presented by the Owner and the Insured in the Application. We may rescind this Rider or deny a claim due to a misrepresentation that is material to acceptance for coverage if this Rider has been In Force for less than six months. The Policy Date is shown on the Policy Specifications.

If coverage has been In Force for at least six months but less than two years, we may rescind this Rider or deny a claim due to a showing of misrepresentation in the Application that is both material to the Insured's acceptance for coverage and which pertains to the conditions for which benefits are sought.

After coverage has been In Force for two years, we may rescind this Rider and deny a claim for benefits that began after the two-year period if relevant facts were knowingly and intentionally misrepresented by the Owner or the Insured in the Application relating to the health of the Insured.

Misstatement – If the Insured's sex or birth date is misstated in the Application, we will adjust the benefits payable to what the premium paid would have purchased at the Insured's correct sex or birth date as of the Policy Date.

Fraud/Recovery – If we determine that benefits have been paid under the Policy, the ABR, or this Rider as a result of fraudulent actions, we have the right to recover those benefit amounts. We may recover those benefit amounts directly from the Owner or by reducing any subsequent benefit payments under the Policy, the ABR, or this Rider. We will determine the manner in which we seek recovery of benefit payments made under fraudulent conditions.

Tax Qualification – This Rider is intended to provide tax-qualified long-term care insurance under Section 7702B(b) of the Internal Revenue Code of 1986, as amended (the "Code"), and be treated for such tax purposes as a separate contract from the Policy to which this Rider is attached, pursuant to Code Section 7702B(e). To achieve these purposes, the provisions of this Rider and the Policy (including any other rider or endorsement that does not specifically override these tax qualification provisions) shall be interpreted to ensure and maintain such separate tax qualification of this Rider (and of the Policy), despite any other provision to the contrary. Accordingly, even though the Policy may have cash value that can be borrowed, neither this Rider nor any long-term care insurance (or benefit) provided by it shall be deemed to provide any cash value or other money that can be borrowed (or paid, assigned or pledged as collateral for a loan) within the scope of the prohibitions described in Code Section 7702B(b)(1)(D). Nor shall such a prohibition be deemed to preclude any right of the Owner to direct payment of benefits provided by this Rider, absent any final regulation or other final guidance to the contrary that is published by the Internal Revenue Service ("IRS"). We reserve the right to amend this Rider or the Policy from time to time to reflect any clarifications that may be needed or are appropriate to maintain any such separate tax qualification or to conform the Rider or Policy provisions to any applicable changes in such tax qualification or to conform the Rider or Policy to any applicable changes in such tax qualification requirements, as provided in the Code or any published IRS guidance relating thereto, without consent (where allowed by law). We will send you a copy of any such amendment. If you reject any such amendment, it must be by giving us written notice, and your rejection may result in adverse tax consequences. Before any such rejection, you are advised to consult a qualified tax advisor.

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LONG-TERM CARE INSURANCE – OUTLINE OF COVERAGE

Rider Forms R12ABR and R12EBR

NOTICE TO BUYER: These Riders may not cover all of the costs associated with long-term care incurred by the buyer during the period of coverage. The buyer is advised to review carefully all Rider limitations.

CAUTION: The issuance of this long-term care insurance is based upon your responses to the questions on your application. A copy of your application will be attached to any issued Policy. If your answers are incorrect or untrue, we have the right to deny benefits or rescind your Policy and Riders. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of your answers are incorrect, contact us at this address: [45 Enterprise, Aliso Viejo, CA 92656].

1. THIS POLICY AND THE RIDERS PROVIDE INDIVIDUAL COVERAGE

The Policy is a flexible premium adjustable life insurance policy with individual long-term care insurance Riders. If the base life insurance Policy is issued, the Accelerated Benefit Rider (ABR) will also be issued. The coverage under the ABR provides two years of long-term care insurance benefits by accelerating payment of the life insurance policy's face amount. The Extended Benefit Rider (EBR) is an optional purchase and provides between one and six years of additional long-term care benefits, depending on the duration elected. You may elect to purchase the Policy and ABR without purchasing the EBR. This outline of coverage describes both the ABR and the EBR (Riders). Capitalized terms used in this outline of coverage are defined in the Definitions section, starting on page 8.

2. PURPOSE OF THE OUTLINE OF COVERAGE

This outline of coverage provides a very brief description of the important features of the coverage. You should compare this outline of coverage to outlines of coverage for other policies available to you. This is not an insurance contract, but only a summary of coverage. Only the individual Policy and Riders contain governing contractual provisions. This means that the Policy and Riders set forth in detail the rights and obligations of both you and the insurance company. Therefore, if you purchase this coverage, or any other coverage, it is important that you **READ YOUR POLICY AND RIDERS CAREFULLY!**

3. FEDERAL TAX CONSEQUENCES

These Riders are intended to provide federally tax-qualified long-term care insurance under Section 7702B(b) of the Internal Revenue Code of 1986, as amended. You are advised to consult with a qualified tax advisor.

4. TERMS UNDER WHICH YOUR COVERAGE MAY BE CONTINUED IN FORCE OR DISCONTINUED

RENEWABILITY: THIS COVERAGE IS NONCANCELLABLE – This means you have the right, subject to the terms of your Policy and Riders, to continue your coverage as long as the one-time premium is paid. We cannot change any of the terms of your coverage on our own and

cannot require that you pay additional premium after the Riders are issued, including for any Inflation Benefit Option.

Waiver of Premium – A waiver of premium provision waives premium payments that become due when an insured is receiving benefits under the coverage. There is no waiver of premium for these Riders because there is only one premium required and it must be paid prior to the coverage being issued. After issue there are no further premiums required that could be waived.

5. TERMS UNDER WHICH WE MAY CHANGE PREMIUMS

We do not have the right to change the premium rates for your coverage. This coverage requires a one-time premium and it must be paid prior to the Policy and Riders being issued. After issue, you will not be required to make any additional premium payments.

6. TERMS UNDER WHICH THE POLICY AND RIDERS MAY BE RETURNED AND PREMIUM REFUNDED

The Owner has 30 days from the day the Policy and Riders are received to examine and return them to us if the Owner decides not to keep them. The Owner does not have to tell us the reason for returning the Policy and the Riders. The Policy and Riders can be returned to us at our Administrative Office or to the Producer through whom it was bought. We will refund, directly to the payer, the full amount of any premium paid within 30 days of such a Policy and Rider return and the Policy and Riders will be void from the start.

Return of Premium Benefit – The Riders each include a Return of Premium Benefit that is payable if the coverage is surrendered or lapsed. At issue, the Return of Premium Benefit is equal to the premium paid for the ABR or EBR, as shown on the Policy specifications. After issue, the Return of Premium Benefit may be reduced by withdrawals, a Terminal Illness Benefit Payment (available under the terms of the Policy) or benefit payments under the Riders, as described in the Riders.

Limited Refund on Death – Some of the premium paid for the Riders may be refunded on the death of the Insured. The amount of refunded premium, if any, will be based on the premium paid for the Riders, adjusted for any death benefit payable under the Policy, benefit payments made under the Riders, Terminal Illness Benefit Payment or withdrawals, as described in the Riders.

7. THIS IS NOT MEDICARE SUPPLEMENT COVERAGE

If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from us. Neither Pacific Life Insurance Company nor our producers/representatives represent Medicare, the federal government, or any state government.

8. LONG-TERM CARE COVERAGE

Policies of this category are designed to provide coverage for one or more necessary diagnostic, preventive, therapeutic, rehabilitative, maintenance, or personal care services, provided in a setting other than an acute care unit of a hospital, such as in a nursing home facility, in the community, or in the home.

With the exception of the International Benefit, which applies only to the ABR, this coverage provides reimbursement benefits. Reimbursement benefits reimburse the Owner for long-term care Covered Expenses incurred. The International Benefit under the ABR pays indemnity benefits. Indemnity benefits pay a fixed dollar amount regardless of the amount of expenses incurred. All benefits are subject to limitations, an Elimination Period and other requirements.

9. **BENEFITS PROVIDED BY THE COVERAGE**

Benefits are available under the ABR up to the Monthly Maximum Benefit Amount until the Maximum ABR Benefit Limit is reached. The EBR extends most of the benefits provided by the ABR, subject to the Maximum Benefit Amount, until the Maximum EBR Benefit Limit is reached. The Non-Continual Alternative Care Benefit and the Caregiver Training Benefit are subject to lifetime maximums specific to those benefits. You must meet the Eligibility for the Payment of Benefits requirements in order to receive benefits for the following Covered Expenses:

Care Coordination and Care Coordination Benefit – Care Coordination is intended to help identify an Insured's specific care needs and long-term care services and programs available to meet those needs. Care Coordination will provide the Insured with a Care Coordinator who will review the Insured's specific situation and develop Plans of Care to meet the Insured's needs. The Care Coordinator will: assess the Insured's functional, cognitive and personal needs for care and services on an ongoing basis; work with the Insured to determine the specific services the Insured requires; develop and suggest initial and subsequent Plans of Care to assist the Insured in meeting the Insured's needs; coordinate and monitor the Insured's care needs on an ongoing basis to help the Insured receive appropriate care; and help the Insured arrange for care.

Care Coordination provided by us does not require a claim for benefits and does not count against the Monthly Maximum Benefit Amount and Maximum Benefit Limits. Care Coordination not performed by us requires a claim for Care Coordination Benefits, which counts against the Monthly Maximum Benefit Amount and Maximum Benefit Limits. Benefits are payable for Covered Expenses the Insured incurs for Care Coordination not performed by us during the Policy month up to the Monthly Maximum Benefit Amount.

Nursing Home Benefit – Benefits are payable for Covered Expenses the Insured incurs during Confinement in a Nursing Home Facility, which include: room and board; ancillary services such as therapy services; patient supplies; Hospice Care and Respite Care; and bed reservation to keep the Insured's bed in the facility while the Insured is absent for any reason except discharge. Covered Expenses also include Hospice Care provided by a Hospice Care Facility. Covered Expenses do not include expenses the Insured incurs for drugs or any charges for comfort and convenience such as televisions, telephones, beauty care, entertainment and guest meals. Benefits are payable for the Covered Expenses the Insured incurs in a Nursing Home Facility up to the Monthly Maximum Benefit Amount and the Maximum Benefit Limits. There is a maximum benefit for bed reservation of 30 days per Policy year. If the Insured is not a Chronically Ill Individual each day of the Policy month, the Nursing Home Benefit will be pro-rated.

Assisted Living Facility Benefit – Benefits are payable for Covered Expenses the Insured incurs during Confinement in an Assisted Living Facility, which include: room and board; ancillary services such as therapy services; patient supplies; Hospice Care and Respite Care; and bed reservation to keep the Insured's bed in the facility while the Insured is absent for any reason except discharge. Covered Expenses do not include expenses the Insured incurs for drugs or any charges for comfort and convenience such as televisions, telephones, beauty care, entertainment and guest meals. Benefits are payable for the Covered Expenses the Insured incurs in an Assisted Living Facility up to the Monthly Maximum Benefit Amount and the Maximum Benefit Limits. There is a maximum benefit for bed reservation of 30 days per Policy year. If the Insured is not a Chronically Ill Individual each day of the Policy month, the Assisted Living Facility Benefit will be pro-rated.

Home and Community Care Benefit – Benefits are payable for Covered Expenses the Insured incurs for Home and Community Care, which include the following services when provided by a Home Health Care Agency or by an Independent Provider: Home Health Care Services;

Maintenance or Personal Care Services; Hospice Care; and Respite Care. Covered Expenses also include Adult Day Care provided by an Adult Day Care Center. Benefits are payable for the Covered Expenses the Insured incurs for Home and Community Care up to the Monthly Maximum Benefit Amount and the Maximum Benefit Limits. If the Insured is not a Chronically III Individual each day of the Policy month, the Home and Community Care Benefit will be pro-rated.

International Benefit – The International Benefit is included as part of the ABR only and is not available under the EBR. The Insured is eligible to receive the full Monthly Maximum ABR Benefit Amount when Confined in a Nursing Home Facility outside the United States. No other benefit is payable under the ABR during any Policy month for which the Insured receives the International Benefit. This cash benefit will be available beginning on the date the Insured first satisfies the Eligibility for Payment of Benefits requirements and is Confined to a Nursing Home Facility outside the United States. Certification that the Insured is a Chronically III Individual shall be performed by a Licensed Health Care Practitioner. The Insured must provide written proof, in English, that the Insured is a Chronically III Individual and is Confined in a Nursing Home Facility outside the United States in order to receive this benefit. For proof of this, we will accept a bill from the Nursing Home Facility, and such proof shall be provided monthly. The Insured must provide written proof every 90 days, in English, that the Insured is a Chronically III Individual. The cost for providing any proof required for this benefit is the responsibility of the Owner. We must be notified in advance to receive the International Benefit and such notice must be made in writing and in English. Each month the Insured is eligible for the International Benefit, benefits are payable in the amount of the Monthly Maximum ABR Benefit Amount. If the Insured is not a Chronically III Individual each day of the Policy month, the International Benefit will be pro-rated. All benefit payments will be made in U.S. dollars.

Alternative Care Benefit – We reserve the right to authorize benefits for providers, treatments or services not otherwise specified in the Riders. Benefits and services can be authorized if we determine that they: are cost-effective; are appropriate to the Insured's needs; are consistent with general standards of care; provide the Insured with an equal or greater quality of care; and are for and constitute Qualified Long-Term Care Services. Any benefits, treatments or services we authorize must also be agreed to by the Owner, the Insured or his Representative and, if appropriate, the Insured's Physician. We reserve the right to decline to authorize benefits and services. Benefits are payable for the Covered Expenses the Insured incurs for the Alternative Care Benefit up to the Monthly Maximum Benefit Amount and the Maximum Benefit Limits.

Non-Continual Alternative Care Benefit – Benefits are payable for Covered Expenses the Insured incurs for Home Modification and Durable Medical Equipment up to the Non-Continual Alternative Care Benefit Lifetime Maximum.

Home Modification – The Non-Continual Alternative Care Benefit is payable if Home Modification is recommended by a Care Coordinator in the Insured's Plan of Care and is mutually agreeable to the Owner, the Insured and us as a cost-effective alternative to benefits otherwise provided by the Riders. Covered Expenses for Home Modification means the cost of Home Modification if the Insured's Care Coordinator finds that modification to your Home is a cost effective alternative method of care and recommends the modification. We will pay the actual charges incurred for labor, equipment, and supplies for modifications to the Insured's Home that will enhance the Insured's ability to perform the Activities of Daily Living and allow the Insured to remain in the Insured's Home safely.

Durable Medical Equipment – The Non-Continual Alternative Care Benefit is payable if the use of Durable Medical Equipment is specified in the Insured's Plan of Care and is mutually agreeable to the Owner, the Insured and us as a cost-effective alternative to benefits otherwise provided by the Riders. Covered Expenses for Durable Medical Equipment are

the rental charges for Durable Medical Equipment that is normally rented on a daily or weekly basis or the purchase price of such equipment if it is more cost-effective to purchase such equipment and it is specified in your Plan of Care. We will decide whether a rental or purchase of the Durable Medical Equipment is more appropriate.

Caregiver Training Benefit – Caregiver Training Benefits are payable for Covered Expenses the Insured incurs for training a person (family or friend) to be an Informal Caregiver to provide care for the Insured in the Insured’s Home. Covered Expenses for Caregiver Training means expenses the Insured incurs for Caregiver Training in the proper use and care of a therapeutic device or an appropriate caregiving procedure. We will not pay for training provided to someone who will be paid to care for the Insured. The training cannot be received when the Insured is Confined in a hospital, Assisted Living Facility, Hospice Care Facility, or Nursing Home Facility, unless it is reasonably expected that the training will make it possible for the Insured to return to Home where the Insured can be cared for by the person receiving the training. Benefits are payable for the Covered Expenses the Insured incurs for Caregiver Training up to the Caregiver Training Benefit Lifetime Maximum.

Nonforfeiture Benefit of the EBR – Upon lapse of the EBR, the Owner is eligible for a Nonforfeiture Benefit of either the Return of Premium Benefit, as described above under section 6, or a limited amount of paid-up long-term care benefits, as described in the EBR.

ELIGIBILITY FOR THE PAYMENT OF BENEFITS

To be eligible for benefits under the coverage, we must verify that the Insured is a Chronically Ill Individual, as certified by a Licensed Health Care Practitioner within the past 12 months. In addition:

- The cost incurred is a Covered Expense under the coverage and the service for such Covered Expense is provided pursuant to a written Plan of Care for the Insured that is appropriate and consistent with generally accepted standards of care for persons who are Chronically Ill Individuals;
- Coverage under the Riders must be in force on the dates the care is received;
- The Insured must not have exhausted the applicable limits on the specific benefits claimed, or the Maximum Benefit Limit;
- The Insured must meet the additional requirements for the specific benefits claimed; and
- The Insured must satisfy the applicable Elimination Period.

Long-Term Care Benefits	Elimination Period
Alternative Care Benefit:	[0] Days
Assisted Living Facility Benefit:	[90] Days
Care Coordination Benefit:	[0] Days
Caregiver Training Benefit:	[0] Days
Home and Community Care Benefit:	[0] Days
International Benefit:	[90] Days
Non-Continual Alternative Care Benefit:	[0] Days
Nursing Home Benefit:	[90] Days

10. EXCLUSIONS AND LIMITATIONS

Pre-Existing Conditions – We will not reduce or deny any claim under the Riders because of a sickness or physical or medical condition disclosed on the application.

Non-eligible Facilities and Providers – Any facility or provider for a given benefit that does not fall within the “Definitions” section, starting on page 8, would be a non-eligible facility or provider for that benefit.

Non-eligible Levels of Care – Coverage does not include any services that do not constitute Qualified Long-Term Care Services. Care from family members is covered only where specifically indicated below in Exclusions/Exceptions and Limitations.

Exclusions/Exceptions and Limitations – We will not pay benefits for any room and board, care, treatment, services, equipment, or other items for:

- Care or services provided by the Insured’s Immediate Family unless:
 - he or she is a regular employee of an organization which is providing the treatment, service or care; and
 - the organization receives the payment for the treatment, service or care;
- Care or services for which no charge is normally made in the absence of insurance;
- Care or services provided outside the United States of America, except as described in the International Benefit;
- Care or services that result from an attempt at suicide (while sane or insane) or an intentionally self-inflicted injury;
- Treatment provided in a government facility (unless otherwise required by law);
- Services for which benefits are available under Medicare (including amounts that would be reimbursable but for the application of a deductible or coinsurance amount) or other governmental program (except Medicaid), any state or federal workers’ compensation, employer’s liability or occupational disease law, or any motor vehicle no-fault law; or
- Services received while the Riders are not in force, except as provided in the provision.

Non-Duplication – We will not pay benefits for any amount that would be reimbursable under Medicare or any other plan or program but for the application of a deductible or coinsurance amount. We will pay the difference between the actual expense and the benefits payable by Medicaid or private insurance, but our payment will not exceed the amount we would have paid in the absence of such other insurance. However, if the Insured’s Medicaid or private insurance denies payment for a service that we cover, we will pay the benefit as outlined in the Rider.

Duration – The ABR provides two years of long-term care benefits. The EBR provides between one and six years of additional long-term term care benefits, depending on the duration elected. These durations may increase or decrease depending on how the Policy and Rider benefits are used.

THIS COVERAGE MAY NOT COVER ALL THE EXPENSES ASSOCIATED WITH YOUR LONG-TERM CARE NEEDS.

11. RELATIONSHIP OF COST OF CARE AND BENEFITS

Because the costs of long-term care services will likely increase over time, consider whether and how the benefits of this coverage may be adjusted. One of the available Inflation Benefit Options may be elected at the time of purchase to increase the coverage. While the Insured will be underwritten in order to purchase the coverage, once the Inflation Benefit Option is in effect, no further underwriting is required. There is a premium charge for including any Inflation Benefit Option in the coverage. The premium charge varies depending on which Inflation Benefit Option is elected.

Unless rejected, one of the following will apply to the Riders:

- 5% Compound Inflation Benefit Option

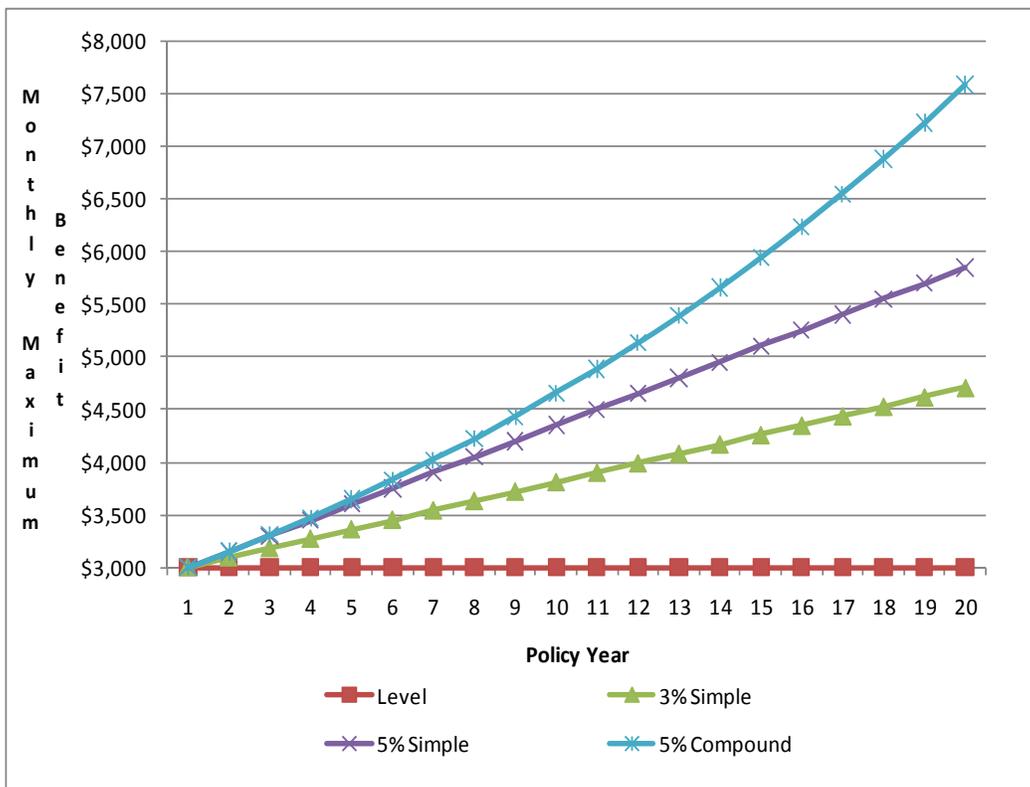
- 5% Simple Inflation Benefit Option
- 3% Simple Inflation Benefit Option

Simple Inflation Benefit Option (3% or 5%) – If this Option is in effect, the Monthly Maximum Benefit Amount will be increased on each Policy anniversary by an amount equal to the selected percentage of the initial Monthly Maximum Benefit Amount. The Maximum Benefit Limits will be increased by the same proportion as the Monthly Maximum Benefit Amount.

Compound Inflation Benefit Option (5%) – If this Option is in effect, the Monthly Maximum Benefit Amount will be increased on each Policy anniversary by an amount equal to 5% of the Monthly Maximum Benefit Amount in effect immediately prior to the increase. The Maximum Benefit Limits will also be increased on each Policy anniversary by an amount equal to 5% of the Maximum Benefit Limits in effect immediately prior to the increase.

INFLATION PROTECTION – GRAPHIC COMPARISONS

The following chart compares and contrasts benefit levels for coverage with no inflation protection and coverage with the 3% simple, 5% simple and 5% compound Inflation Benefit Options offered with the coverage. The chart assumes an initial Monthly Maximum Benefit Amount of \$3,000.



The following chart shows a relative cost comparison of total premiums with and without an Inflation Benefit Option. At each issue age and gender combination, the chart shows the total premium with the Inflation Benefit Option divided by the total premium without the Inflation Benefit Option. For example, total premiums for a 35 year old female single non-smoker for coverage with the 5% simple Inflation Benefit Option will cost 161% of the total premiums for coverage with no Inflation Benefit Option. The chart assumes a 2 year ABR and 2 year EBR were elected.

Issue Age	Gender	Inflation Option for 4 Year LTC Benefit			
		None	3% Simple	5% Simple	5% Compound
35	Male	100%	125%	154%	232%
	Female	100%	130%	161%	388%
45	Male	100%	126%	156%	196%
	Female	100%	133%	163%	324%
55	Male	100%	124%	151%	180%
	Female	100%	128%	153%	277%
65	Male	100%	124%	145%	172%
	Female	100%	127%	149%	263%
75	Male	100%	122%	139%	159%
	Female	100%	141%	166%	231%

12. ALZHEIMER'S DISEASE AND OTHER ORGANIC BRAIN DISORDERS

Once an Insured's application is approved, coverage is provided for an Insured who is a Chronically Ill Individual as a result of Alzheimer's disease or any related degenerative and dementing illnesses.

13. PREMIUM

The one-time premium for the coverage will be determined based on the amount of coverage, the Inflation Benefit Option elected, if any, and the Insured's issue age and gender as described in the application and illustrated in the chart in section 11.

14. ADDITIONAL FEATURES

Underwriting – We will underwrite the Insured's application by reviewing one or more of the following: the information submitted on the application; an attending Physician's report; copies of the Insured's medical records; a medical evaluation; a telephone interview; and an in-person interview.

Added Protection Against Lapse – If the Insured's coverage terminates due to lapse, we will provide a retroactive continuation of coverage if within five (5) months of the termination date the Insured provides us with proof the Insured was a Chronically Ill Individual, beginning on or before the termination date. All past due premiums, outstanding Policy Debt prior to the date of lapse and any amount refunded due to lapse in connection with the Rider Return of Premium Benefit must be paid. In that event, the Policy and Riders will be reinstated as of the date of that termination without interruption of insurance for that period.

15. CONTACT THE STATE AGENCY LISTED IN A SHOPPER'S GUIDE TO LONG-TERM CARE INSURANCE IF YOU HAVE GENERAL QUESTIONS REGARDING LONG-TERM CARE INSURANCE. CONTACT THE INSURANCE COMPANY IF YOU HAVE SPECIFIC QUESTIONS REGARDING YOUR LONG-TERM CARE INSURANCE COVERAGE.

DEFINITIONS

In this section, we define certain terms used throughout this Outline of coverage. Defined terms are usually capitalized to show emphasis.

ABR – means the Accelerated Benefit Rider.

Activities of Daily Living – means the following self-care functions:

Bathing – Washing oneself by sponge bath, or in either a tub or shower, including the task of getting into or out of the tub or shower.

Continence – The ability to maintain control of bowel and bladder function, or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag.)

Dressing – Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.

Eating – Feeding oneself by getting food into the body from a receptacle (such as a plate, cup, or table) or by a feeding tube or intravenously.

Toileting – Getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.

Transferring – Moving into or out of a bed, chair or wheelchair.

Adult Day Care – means a state licensed or certified program for a specified number of individuals providing social or health-related or both types of services during the day in a community group setting for the purpose of supporting frail, impaired elderly or other disabled adults who can benefit from care in a group setting outside the Home.

Adult Day Care Center – means a facility that is licensed or certified to provide a planned program of Adult Day Care services by the state in which it operates. If the state does not license or certify such facilities, then it must be operated pursuant to law and meet all of the following standards:

- Provides Adult Day Care services in a protective setting and under appropriate supervision, including personal, social, and related supportive services that are designed to meet the needs of functionally or cognitively impaired adults through an individualized service plan;
- Operates on less than a 24-hour basis;
- Keeps written record of services for each person; and
- Has established procedures for obtaining appropriate aid in the event of a medical emergency.

Assessment – means an evaluation done by a Licensed Health Care Practitioner to determine or verify that the Insured is a Chronically Ill Individual. The Assessment uses generally accepted tests and instruments that use objective measures and produce verifiable results.

Assisted Living Care – means personal/custodial monitoring and assistance with Activities of Daily Living provided in a residential setting in a state licensed or certified facility.

Assisted Living Facility – means a facility that is appropriately licensed or certified or complies with the state's facility licensing requirements to engage primarily in providing ongoing Assisted Living Care and related services. If the state does not license or certify such facilities, then it must be operated pursuant to law and meet all of the following standards:

- Provides Assisted Living Care on a continuous 24-hour basis sufficient to support the needs resulting from the inability to perform Activities of Daily Living or from a Severe Cognitive Impairment;
- Has trained and ready-to-respond personnel actively on duty in the facility at all times to provide the services and care;
- Makes and keeps records of all care and services provided to each resident;
- Provides at least three meals a day and accommodates special dietary needs;
- Provides residential services and Maintenance or Personal Care Services for at least six inpatients in one location;

- Has formal arrangements with a Physician or Nurse to furnish medical care in case of an emergency; and
- Has appropriate procedures to provide onsite assistance with prescription medications.

An Assisted Living Facility is not: a hospital; clinic; a place that operates primarily for the treatment of alcoholism, drug addiction or Mental or Nervous Disorders; a Nursing Home Facility; a Hospice Care Facility; an individual residence; an independent living unit; or a group living situation that fails to meet the above requirements.

If a facility has multiple licenses, a portion, wing, ward, or unit will qualify as an Assisted Living Facility only if it is engaged primarily in providing care and services that meet all of the above criteria.

Care Coordination – means identifying a person’s functional, cognitive, personal, and social needs for care and services and can help link the person to a full range of appropriate services.

Care Coordination Provider – means an agency, entity or person that provides Care Coordination and meets certain standards that pertain to staffing requirements, quality assurance, agency functions, reporting and records maintenance requirements.

Care Coordinator – means a Licensed Health Care Practitioner employed by or under contract to a Care Coordination Provider who is qualified by training and experience to assess and coordinate the overall care needs of a person who is a Chronically Ill Individual.

Chronically Ill Individual – means the Insured has been certified by a Licensed Health Care Practitioner as:

- Being unable to perform (without substantial assistance from another individual) at least two Activities of Daily Living for a period of at least 90 days due to a loss of functional capacity; or
- Requiring Substantial Supervision to protect the individual from threats to health and safety due to Severe Cognitive Impairment.

A Chronically Ill Individual shall not include an Insured who otherwise meets these requirements unless within the preceding twelve-month period a Licensed Health Care Practitioner has certified that the Insured meets these requirements.

Confinement or Confined – means the Insured is a resident in a Nursing Home Facility, an Assisted Living Facility or a Hospice Care Facility for a period for which a room and board charge is made.

Covered Expenses – means costs incurred by the Insured for Qualified Long-Term Care Services and for which a benefit is payable under the ABR or EBR. Each benefit section defines its own Covered Expenses.

Durable Medical Equipment – means equipment included in the Plan of Care which:

- Can enhance the Insured’s abilities to perform Activities of Daily Living;
- Is functionally necessary and not just for the Insured’s convenience;
- Is designed for repeated and prolonged use; and
- Is suited for use in the Home.

Infusion pumps, special hospital-style beds, walkers or wheelchairs are examples of types of equipment that may be considered Durable Medical Equipment. Durable Medical Equipment does not include any drug, medicine or equipment implanted in the Insured’s body, temporarily or

permanently. Also not included is any Home Modification, motorized scooter, or sporting, protective, athletic or exercise equipment.

EBR – means the Extended Benefit Rider.

Elimination Period – means the total number of days that the Insured is a Chronically Ill Individual before benefits are payable. Each occurrence of days counted towards satisfying the Elimination Period begins on the first day that the Insured is a Chronically Ill Individual and incurs Covered Expenses. The Insured is not required to continue to incur Covered Expenses during that occurrence to satisfy the Elimination Period. The days do not have to be consecutive; days over separate occurrences may accumulate towards satisfying the Elimination Period. An occurrence ends when the Insured is no longer a Chronically Ill Individual.

The Elimination Period need only be met once during the Insured's lifetime. The Elimination Period is shown on the Policy Specifications.

Any days for which benefits have been paid by Medicare or other insurance for covered Qualified Long-Term Care Services otherwise covered by this Rider will count towards the applicable Elimination Period.

Days may be accumulated before the filing of a claim if we can establish that the Insured met these requirements before the filing of a claim. However, in no case will the Elimination Period start date be more than:

- 90 days prior to the date the Owner or Insured contacts us for a loss related to the Insured's inability to perform Activities of Daily Living; or
- 365 days prior to the date the Owner or Insured contacts us for a loss due to Severe Cognitive Impairment.

Hands-On Assistance – means physical assistance (minimal, moderate or maximal) without which the individual would not be able to perform an Activity of Daily Living.

Home – means the Insured's domicile. Home does not include:

- A Nursing Home Facility, Assisted Living Facility or Hospice Care Facility;
- A hospital; or
- Any other institutional setting.

Home and Community Care – means services for which benefits are payable under the Home and Community Care Benefit.

Home Health Care Agency – means an entity that is licensed or certified to provide Home Health Care Services or Maintenance or Personal Care Services for compensation by the state in which it operates, where required, and employs staff who are qualified by training or experience to provide such care. If the state does not license or certify such entities, then it must be operated pursuant to law and meet all of the following standards:

- Be supervised by a qualified professional such as a Registered Nurse, a licensed social worker, or a Physician;
- Keep clinical records, which include daily records of care provided to its clients, and care plans on all patients; and
- Provide ongoing supervision and training to its employees appropriate to the services to be provided.

Home Health Care Services – means medical and non-medical services, provided to ill, disabled or infirm persons in their residences. Such services may include Homemaker Services, assistance with Activities of Daily Living and Respite Care.

Home Modification – means the labor, equipment, and supplies used to make changes in the Insured's Home. These changes must be designed to:

- Enhance the Insured's ability to perform Activities of Daily Living; and
- Allow the Insured to live safely and independently in his or her Home.

Examples include installation of a ramp in the Home or grab bars in the bathroom. It cannot include home repair, remodeling, or installation of a hot tub, swimming pool, or jacuzzi or other similar items or services.

Homemaker Services – means assistance with activities necessary to or consistent with the Insured's ability to live safely and independently in his or her Home.

Hospice Care – means services designed to provide palliative care and alleviate the Insured's physical, emotional and social discomforts if he or she is Terminally Ill and in the last phases of life.

Hospice Care Facility – means a facility that is appropriately licensed or certified to provide Hospice Care in the state in which it operates. If the state does not license or certify such entities, then it must be operated pursuant to law and provide a formal Hospice Care program directed by a Physician on an inpatient basis. Hospice Care Facility does not mean a hospital or clinic, a community living center or a place that provides residential care only.

Immediate Family – means the Insured's Spouse and the parents, brothers, sisters and children of either the Insured or the Insured's Spouse by blood, adoption or marriage.

Independent Provider – means an individual who is not employed by a Home Health Care Agency but is properly licensed or certified, in states where required, or trained to provide Home Health Care Services or Maintenance or Personal Care Services.

Informal Caregiver – means the person who has responsibility for providing nonprofessional care on an unpaid basis for the Insured in the Insured's Home. A person who is paid to care for the Insured cannot be an Informal Caregiver.

Licensed Health Care Practitioner – means a physician, as defined in Section 1861(r)(1) of the Social Security Act, a registered professional nurse, licensed social worker or other individual who meets such requirements as may be prescribed by the Secretary of the Treasury of the United States. A Licensed Health Care Practitioner does not include anyone who is an Immediate Family member.

Maintenance or Personal Care Services – means any care the primary purpose of which is the provision of needed assistance with any of the disabilities as a result of which the Insured is a Chronically Ill Individual. This includes protection from threats to health and safety due to Severe Cognitive Impairment.

Maximum Benefit Limit – is the total amount of lifetime benefits payable under the ABR or EBR, as applicable, as described in the ABR or EBR.

Medicare – means Title I, Part I of Public Law 89-97, as Enacted by the Eighty-Ninth Congress of the United States of America and popularly known as the Health Insurance for the Aged Act, as then constituted and any later amendments or substitutes thereof.

Mental or Nervous Disorder – means neurosis, psychoneurosis, psychopathology, psychosis, or mental or emotional disease or disorder, as classified in the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association. If the DSM is discontinued or replaced, the diagnostic manual in use by the American Psychiatric Association as of the date of the Insured's illness will be used.

Monthly Maximum Benefit Amount – is the total amount of monthly benefits payable under the ABR or EBR, as applicable.

Nurse – means someone who is licensed as a Registered Nurse, Licensed Practical Nurse, or Licensed Vocational Nurse and is operating within the scope of that license.

Nursing Home Care – means nursing care and related services provided on an in-patient basis by a state licensed or certified facility, other than a hospital (except for an area of a hospital or unit that is licensed or certified as a nursing care facility and that is not providing acute care).

Nursing Home Facility – means a facility or distinctly separate part of a hospital or other institution that is appropriately licensed or certified or complies with the state's facility licensing requirements to engage primarily in providing Nursing Home Care to inpatients under a planned program supervised by a Physician. If the state does not license or certify such facilities, then it must be operated pursuant to law and meet all of the following standards:

- Provides Nursing Home Care to inpatients under a planned program supervised by a Physician;
- Provides 24 hour-a-day nursing care by a Nurse under the supervision of a Registered Nurse or a Physician;
- Has formal arrangements with a Physician to furnish medical care in case of an emergency;
- Maintains a daily medical record of each inpatient; and
- Provides nursing care at skilled, intermediate, or custodial levels.

Nursing Home Facility also means a facility that is licensed as a specialized Alzheimer's Unit or Memory Care Unit in all states where such licensure exists.

A Nursing Home Facility is not:

- A hospital or clinic;
- A place which operates primarily for the treatment of alcoholism, drug addiction, or Mental or Nervous Disorders;
- An Assisted Living Facility;
- A Hospice Care Facility;
- An adult residential care home;
- A domiciliary care facility;
- The Insured's primary place of residence in an area used principally for independent residential living; or
- A similar establishment.

If a facility has multiple licenses, a portion, wing, ward, or unit will qualify as a Nursing Home Facility only if it:

- Meets all of the above criteria;
- Is authorized to provide nursing care to inpatients; and
- Is engaged principally in providing such nursing care in accordance with that license.

Physician – (as defined in Section 1861(r)(1) of the Social Security Act) – means a doctor of medicine or osteopathy legally authorized to practice medicine and surgery by the state in which he or she performs such function or action.

Plan of Care – means a written individualized plan of services, which we verify as appropriate and consistent with generally accepted standards, prescribed by a Licensed Health Care Practitioner. It specifies the Insured's long-term care needs and the type, frequency, and providers of the services appropriate to meet those needs and the costs, if any, of those services.

Policy – means the flexible premium adjustable life insurance policy Form P12PPC to which the Riders are attached.

Qualified Long-Term Care Services – means services that meet the requirements of Section 7702B(c)(1) of the Internal Revenue Code of 1986, as amended, as follows: necessary diagnostic, preventative, therapeutic, curing, treating, mitigating and rehabilitative services, and maintenance or personal care services which are required by a Chronically Ill Individual and are provided pursuant to a plan of care prescribed by a Licensed Health Care Practitioner.

Respite Care – means supervision and care the Insured receives while the family or other individuals who normally provide substantial amounts of care on a daily basis take short-term leave or rest that provides them with temporary relief from the responsibilities of providing care.

Riders – means the ABR and the EBR.

Severe Cognitive Impairment – means a deficiency in an individual's short or long-term memory, orientation as to person, place and time, deductive or abstract reasoning, or judgment as it relates to safety awareness.

Standby Assistance – means the presence of another person, within arm's reach of the Insured, which is necessary to prevent, by physical intervention, the Insured's injury while the Insured is performing an Activity of Daily Living.

Substantial Assistance – means either Hands-on Assistance or Standby Assistance.

Substantial Supervision – means continual supervision (which may include cueing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect the Insured from threats to the Insured's health or safety (including, but not limited to, such threats as may result from wandering.)

Terminally Ill – means the Insured has a life expectancy of 12 months or less, as certified by a Physician.

Terminal Illness Benefit Payment – means the actual dollar amount of benefit received under the Terminal Illness Benefit of the Policy.

SERFF Tracking #:

PALD-128807515

State Tracking #:

Company Tracking #:

P12PPC

State: Arkansas

Filing Company: Pacific Life Insurance Company

TOI/Sub-TOI: LTC03I Individual Long Term Care/LTC03I.001 Qualified

Product Name: P12PPC

Project Name/Number: /

Rate Information

Rate data applies to filing.

Filing Method:

Rate Change Type: %

Overall Percentage of Last Rate Revision: %

Effective Date of Last Rate Revision:

Filing Method of Last Filing:

Company Rate Information

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where req'd):	Minimum % Change (where req'd):
Pacific Life Insurance Company	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%

SERFF Tracking #:

PALD-128807515

State Tracking #:

Company Tracking #:

P12PPC

State: Arkansas

Filing Company:

Pacific Life Insurance Company

TOI/Sub-TOI: LTC03I Individual Long Term Care/LTC03I.001 Qualified

Product Name: P12PPC

Project Name/Number: /

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	Accepted for Informational Purposes	01/04/2013
Comments:			
Attachment(s):	READABILITY CERTIFICATION AR.pdf		

		Item Status:	Status Date:
Satisfied - Item:	Application	Accepted for Informational Purposes	01/04/2013
Comments:			
Attachment(s):	A11PPC.pdf		

		Item Status:	Status Date:
Satisfied - Item:	Health - Actuarial Justification	Accepted for Informational Purposes	01/04/2013
Comments:			
Attachment(s):	PACLife Act Memo P12PPC G Non-Redline.pdf PACLife_ActMemo Gen RS 2012.12.06.pdf		

		Item Status:	Status Date:
Satisfied - Item:	Outline of Coverage	Approved	01/04/2013
Comments:	This is the same outline of coverage that is included in the Form Schedule.		
Attachment(s):	N12OOC AR.pdf		

		Item Status:	Status Date:
Satisfied - Item:	Statement of Variability	Approved	01/04/2013
Comments:			

SERFF Tracking #:

PALD-128807515

State Tracking #:

Company Tracking #:

P12PPC

State: Arkansas

Filing Company:

Pacific Life Insurance Company

TOI/Sub-TOI: LTC03I Individual Long Term Care/LTC03I.001 Qualified

Product Name: P12PPC

Project Name/Number: /

Attachment(s):

Statement of Variability R12ABR.pdf

Statement of Variability R12EBR.pdf

Statement of Variability N12OOC.pdf

Statement of Variability P12PPC.pdf

Item Status:

Status Date:

Satisfied - Item:

LTC Ticket

Accepted for Informational Purposes

01/04/2013

Comments:

We are providing this as a reference.

Attachment(s):

LTCLT II.pdf

LTCLT II - ML.pdf

Item Status:

Status Date:

Satisfied - Item:

Life Replacement Notice

Accepted for Informational Purposes

01/04/2013

Comments:

Attachment(s):

15-22390-08.pdf

Item Status:

Status Date:

Satisfied - Item:

Statement of Numerical Information, Terminal Ill. Bene. Pay.
Notice

Accepted for Informational Purposes

01/04/2013

Comments:

Attachment(s):

N12TIN1.pdf

N12TIQ1.pdf

Item Status:

Status Date:

Satisfied - Item:

LTC Personal Worksheet

Accepted for Informational Purposes

01/04/2013

Comments:

SERFF Tracking #:

PALD-128807515

State Tracking #:**Company Tracking #:**

P12PPC

State: Arkansas**TOI/Sub-TOI:** LTC03I Individual Long Term Care/LTC03I.001 Qualified**Product Name:** P12PPC**Project Name/Number:** /**Filing Company:**

Pacific Life Insurance Company

Attachment(s):

M12SPW1.pdf

Item Status:**Status Date:**

Satisfied - Item:

Authorization Forms

Accepted for Informational Purposes

01/04/2013

Comments:

Attachment(s):

A12ARI.pdf

A12AUT.pdf

Item Status:**Status Date:**

Satisfied - Item:

Complaint & Guaranty Association Notices

Accepted for Informational Purposes

01/04/2013

Comments:

Attachment(s):

AR1.pdf

ST-8-1.pdf

Item Status:**Status Date:**

Satisfied - Item:

Certification

Accepted for Informational Purposes

01/04/2013

Comments:

Attachment(s):

AR Reg 34 Certification P12PPC Signed.docx.pdf

READABILITY CERTIFICATION

Form Filing for: **Pacific Life Insurance Company**

Policy Form Numbers & Flesch Scores:	P12PPC	53.3
	R12ABR	50.1
	R12EBR	50.2
	N12OOC	50.3

(Flesch test was made for entire form, not for selected samples.)

Test type: 10 point

I certify that in my judgment this filing is:

- **READABLE** (simple sentence structure – shortness of sentences – use of common words – avoidance of legal and technical terms to greatest possible extent and defining of those terms which cannot be avoided – minimum of cross-references).
- **LEGIBLE** (ample type size for text with contrasting type for headings and subheadings – ample space between lines – ample white space in margins and between section – ample ink-to-paper contrast).
- **IN LOGICAL ORDER AND FORMAT** (table of contents or index included – sections and subsections self-contained and arranged in logical flow – extensive use of headings and subheadings to facilitate location of particular items – outline form used where desirable for clarity).

I believe this filing:

- Meets or exceeds the requirements of the policy readability legislation already enacted in numerous states; and
- Meets or exceeds the requirements of the NAIC Model Bill on language simplification.

Signed for the Company at Aliso Viejo, California on

12/14/2012



SIGNATURE

THOMAS C. BILELLO
NAME

VICE PRESIDENT
TITLE

PACIFIC LIFE INSURANCE COMPANY

[Life Insurance Operations Center
 P.O. Box 2030 • Omaha, NE 68103-2030
 (800) 347-7787 • Fax (866) 964-4860
 www.PacificLife.com]



PACIFIC LIFE

APPLICATION FOR [PACIFIC PREMIERCARE]

For Individual Life Insurance with Long-Term (LTC) Benefits.

PROPOSED INSURED

1A. Name: First			MI	Last		B. Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	
C. Residence Address: Street			City		State	Zip Code	
D. Date of Birth	E. Place of Birth (State/Country)		F. Soc. Sec. #		G. Telephone # (include area code)		
2A. Employer's Name						B. Occupation	
3A. Proposed Insured is a: <input type="checkbox"/> U.S. Citizen <input type="checkbox"/> U.S. Permanent Resident <input type="checkbox"/> Foreign National							
B. If Foreign National, provide Country		C. Visa Type		4A. Gross Annual Income \$		B. Net Worth \$	
5. Is the Proposed Insured married or in a legally recognized civil union or domestic partnership? <input type="checkbox"/> Yes <input type="checkbox"/> No							

POLICY INFORMATION

1. Face Amount \$	2. Single Premium \$	3. Amount submitted with Temporary Insurance Agreement (TIA) \$					
4. Long-Term Care (LTC) Benefit Duration: (Includes 2 year Accelerated Benefit Rider plus 0-6 years of Extended Benefit Rider.) <input type="checkbox"/> 2 Years <input type="checkbox"/> 3 Years <input type="checkbox"/> 4 Years <input type="checkbox"/> 5 Years <input type="checkbox"/> 6 Years <input type="checkbox"/> 7 Years <input type="checkbox"/> 8 Years							
5. Inflation Benefit Option (select one) <input type="checkbox"/> 3% Simple <input type="checkbox"/> 5% Simple <input type="checkbox"/> 5% Compound <input type="checkbox"/> Reject All Inflation Benefit Options							

PRIMARY POLICYOWNER (Complete if other than Proposed Insured.)

1. Policyowner is <input type="checkbox"/> Individual <input type="checkbox"/> Trust							
2A. Name						B. Relationship to Proposed Insured	
C. Address: Street			City		State	Zip Code	
D. Soc. Sec. # / Tax ID #			E. Date of Trust		F. Total Number of Trustees		
G. Trustee's Name				H. Additional Trustee's Name			
I. Does the trust agreement require all trustees to sign? <input type="checkbox"/> Yes <input type="checkbox"/> No (If No, indicate in Remarks who is required to sign.)							

ADDITIONAL POLICYOWNER (If more than one individual is named as policyowner, they will own policy as joint tenants with rights of survivorship unless otherwise stated.)

1. Policyowner is <input type="checkbox"/> Individual <input type="checkbox"/> Trust							
2A. Name						B. Relationship to Proposed Insured	
C. Address: Street			City		State	Zip Code	
D. Soc. Sec. # / Tax ID #			E. Date of Trust		F. Total Number of Trustees		
G. Trustee's Name				H. Additional Trustee's Name			
I. Does the trust agreement require all Trustees to sign? <input type="checkbox"/> Yes <input type="checkbox"/> No (If No, indicate who is required to sign in Remarks.)							



PAYOR OF PREMIUM

1. Payor of premium is (Check one): Proposed Insured Primary Policyowner Additional Primary Policyowner Other

2A. If "Other" indicate Name of Payor

B. Address: Street City State Zip Code

PROTECTION AGAINST UNINTENDED LAPSE

I, the Policyowner, understand that I have the right to designate at least one person other than myself to receive notices of lapse or termination of this policy, which contains long-term care benefits. I also understand that I have the opportunity to change this written designation at any time. My selection is as follows:

- 1A. I elect NOT to designate another person to receive notice of lapse or termination.
B. I designate the person listed below to receive copies of any notice of lapse or termination.

C. Name

D. Address: Street City State Zip Code

PRIMARY BENEFICIARY (If percentages are left blank, all named Primary Beneficiaries will share equally.)

Table with 4 columns: Name, % Share, Relationship to Proposed Insured, Date of Trust. Rows for 1A and 2A.

CONTINGENT BENEFICIARY (If percentages are left blank, all named Contingent Beneficiaries will share equally.)

Table with 4 columns: Name, % Share, Relationship to Proposed Insured, Date of Trust. Rows for 1A and 2A.

CERTIFICATION OF POLICYOWNER'S TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, I, the Policyowner, certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions in item 3 of the Certification on the official IRS Form W-9).

Note: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

TAX REPORTING ON DISTRIBUTIONS TO FOREIGN NATIONALS

While Pacific Life Insurance Company (PLIC) may provide tax information to various United States federal and state agencies regarding certain life insurance or annuity activity, PLIC does not as a matter of course provide such information to any foreign governmental agencies and does not anticipate doing so at this time. Nonetheless, PLIC's tax reporting does not in any way affect the obligations that its policyowners may have with respect to such foreign governmental agencies or under foreign law. PLIC does not provide tax or legal advice, and nothing contained herein should be construed as such.

REMARKS

EXISTING INSURANCE AND REPLACEMENT INFORMATION FOR PROPOSED INSURED

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Do you have any existing life insurance or annuity contracts, including those with long-term care (LTC) coverage? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2A. Do you have another long-term care insurance policy or certificate (including a health care service contract or health maintenance organization contract), whether existing or pending? (If Yes, provide details in the chart below.) | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Did you have another long-term care insurance policy or certificate in force during the last 12 months that has terminated? (If Yes, provide details in the chart below.) | <input type="checkbox"/> | <input type="checkbox"/> |

Company	Coverage Type		Policy Status			Termination Date
	LTC	Health	Existing	Pending	Terminated	

- | | YES | NO |
|---|--------------------------|--------------------------|
| 3. Are you covered by Medicaid? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Have you ever applied for life insurance, long-term care, health or disability insurance and been declined, postponed or offered on a basis other than as applied-for? (If Yes, provide details in Remarks.) | <input type="checkbox"/> | <input type="checkbox"/> |
| 5A. Do you intend to stop premium payments, replace, surrender, forfeit, assign to the insurer, or take a cash withdrawal or loan from any life insurance policy or annuity contract to pay premiums on the applied-for policy? (If Yes, provide details in the chart below.) | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Do you intend to replace any of your medical or health insurance coverage, including any of your long-term care coverage, with this applied-for policy? (If Yes, provide details in the chart below.) | <input type="checkbox"/> | <input type="checkbox"/> |

Policy #	Coverage Type						Company	Amount	1035 Exchange
	Life	Life+LTC	Annuity	Annuity+LTC	LTC	Health			

GENERAL INFORMATION (Provide details in Remarks)

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Are you working at least 24 hours per week outside the home? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Have you missed more than one consecutive week of work due to illness or injury in the past 24 months? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Within the next 2 years do you plan to fly, or within the last 2 years have you flown, as a pilot, student pilot, or crewmember? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Within the next 2 years do you plan to participate in, or within the last 2 years have you participated in, parachute jumping, scuba diving, auto/motorboat/motorcycle racing, hang gliding, or mountain climbing? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Do you have regular exercise routines or hobbies that require physical activity? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Do you intend to travel or reside outside the United States within the next 2 years? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Have you been convicted of a felony within the past 5 years? | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Have you had a driver's license restricted or revoked or been convicted of 3 or more moving violations within the past 5 years? | <input type="checkbox"/> | <input type="checkbox"/> |

PROPOSED INSURED'S PHYSICIAN INFORMATION

1A. Provide full name, address, and phone number of Primary Physician Specialty Physician

B. Physician Name _____ C. Telephone # (include area code) _____

D. Address: Street _____ City _____ State _____ Zip Code _____

2. Date and reason of last visit: _____

3. Tests performed & treatment received: _____

REMARKS

MEDICAL INFORMATION (Provide details to any Yes answers in Remarks. If more space is needed, use an additional sheet.)

	Yes	No
1. Have any of your immediate family members (parents, brothers or sisters) prior to age 60 been diagnosed with polycystic kidney disease or Huntington's chorea?	<input type="checkbox"/>	<input type="checkbox"/>
2. Currently, or within the past 10 years, have you received or applied for any disability benefits, including Worker's Compensation, Social Security Disability Insurance, or any other form of disability insurance?	<input type="checkbox"/>	<input type="checkbox"/>
3. Height: _____ Weight: _____ Has your weight changed 10 pounds or more in the past 2 years?	<input type="checkbox"/>	<input type="checkbox"/>
4. Currently, or within the last 5 years have you had any impairment, whether mental or physical, for which you have needed or required assistance or supervision in performing any daily living activities such as bathing, dressing, eating, transferring or ambulation, toileting, or bowel or bladder control?	<input type="checkbox"/>	<input type="checkbox"/>
5. Currently, or within the last 5 years, have you had or do you need or receive assistance with any of the following: laundry, cleaning, shopping, use of transportation, telephone use, meal preparation, managing your finances or managing your medication?	<input type="checkbox"/>	<input type="checkbox"/>
6. Currently, or within the last 5 years, have you had or do you use a wheelchair, walker, cane, quad cane, scooter, oxygen, catheter, dialysis machine, or other mechanical device?	<input type="checkbox"/>	<input type="checkbox"/>
7. Within the last 5 years have you been confined or recommended admission to a nursing home or received home health care, or are you currently confined to a hospital or nursing facility or attended adult day care?	<input type="checkbox"/>	<input type="checkbox"/>
8. Are you currently living in an Assisted Living facility or Independent Community?	<input type="checkbox"/>	<input type="checkbox"/>
9. Within the last 5 years, have you had or been advised to have a check-up, EKG, x-ray, CT scan, blood, or urine test, or any other diagnostic test, except for a test for the Human Immune Deficiency Virus (HIV) infection?	<input type="checkbox"/>	<input type="checkbox"/>
10. Within the last 5 years, have you been a patient in a hospital, psychiatric treatment center, or other medical facility, or been advised or recommended to have any hospitalization or surgery which has not been scheduled or completed?	<input type="checkbox"/>	<input type="checkbox"/>
11. Except for HIV, have you ever been told you have, been diagnosed with or been treated by a physician and/or taken medication for:		
a. Alzheimer's disease, dementia, forgetfulness, memory loss, or any other cognitive impairment?	<input type="checkbox"/>	<input type="checkbox"/>
b. Chest pain, angina, congestive heart failure, heart disease, heart murmur, coronary artery disease, peripheral vascular disease, atrial fibrillation, high blood pressure, or other disorders of the heart or blood vessels?	<input type="checkbox"/>	<input type="checkbox"/>
c. Parkinson's disease, Multiple Sclerosis, Amyotrophic Lateral Sclerosis (ALS), Muscular Dystrophy, Huntington's chorea, or Systemic Lupus?	<input type="checkbox"/>	<input type="checkbox"/>
d. Ulcers, colitis, jaundice, cirrhosis, chronic hepatitis, or other diseases of the stomach, liver, intestines, gallbladder, pancreas, kidney, or urinary bladder?	<input type="checkbox"/>	<input type="checkbox"/>
e. Transient ischemic attack, stroke or paralysis?	<input type="checkbox"/>	<input type="checkbox"/>
f. Syncope, vertigo, loss of balance, tremor or falls, seizures, fainting, dizziness, or epilepsy?	<input type="checkbox"/>	<input type="checkbox"/>
g. Chronic fatigue, fibromyalgia, or polymyalgia rheumatica?	<input type="checkbox"/>	<input type="checkbox"/>
h. Any nervous or mental disorder or received counseling for anxiety, depression, schizophrenia, stress, or any other emotional condition?	<input type="checkbox"/>	<input type="checkbox"/>
i. Cancer, leukemia, lymphoma, malignant melanoma, or tumors or cysts of any kind, whether malignant or benign?	<input type="checkbox"/>	<input type="checkbox"/>
j. Arthritis, Rheumatoid Arthritis, gout, Osteoporosis, or any disorder of the back, spine, muscles, nerves, bones, or joints?	<input type="checkbox"/>	<input type="checkbox"/>
k. Diabetes, thyroid, or other endocrine or glandular disorder?	<input type="checkbox"/>	<input type="checkbox"/>
l. Anemia, bleeding or clotting disorder, recurrent infection, or any problem, disease or disorder of the immune system, blood, blood cells, or bone marrow, or any lymph node disorder?	<input type="checkbox"/>	<input type="checkbox"/>
m. Asthma, emphysema, shortness of breath, Chronic Obstructive Pulmonary Disease (COPD), allergies, sleep apnea, or any other disorder of the respiratory system?	<input type="checkbox"/>	<input type="checkbox"/>
n. Any disorder of the eyes, ears, nose, or throat?	<input type="checkbox"/>	<input type="checkbox"/>
o. Any disorder of the testicles, prostate, breasts, ovaries, uterus, or cervix?	<input type="checkbox"/>	<input type="checkbox"/>
p. Any mental or physical disorder not listed above?	<input type="checkbox"/>	<input type="checkbox"/>
12. What, if any, other medications do you take regularly? (Provide details in Remarks.)		
13. Have you ever tested positive for exposure to HIV infection or been diagnosed as having Acquired Immunodeficiency Syndrome (AIDS), or AIDS Related Complex (ARC) caused by the HIV infection or other sickness or condition derived from such infection?	<input type="checkbox"/>	<input type="checkbox"/>
14. Have you used tobacco products (cigarettes, cigars, pipe) during the past 48 months? If "yes", provide amount used and frequency. _____ If quit, when was tobacco last used? _____	<input type="checkbox"/>	<input type="checkbox"/>
15. Do you use alcoholic beverages? If Yes, provide type, frequency & amount:	<input type="checkbox"/>	<input type="checkbox"/>
16. Have you ever been treated for drug or alcohol abuse or been advised by your doctor to limit your use of alcohol or any medications, prescribed or not?	<input type="checkbox"/>	<input type="checkbox"/>
17. Within the last 10 years have you:		
a. Used or tested positive for marijuana, cocaine, heroin, amphetamines, or hallucinogens?	<input type="checkbox"/>	<input type="checkbox"/>
b. Used any tranquilizers, sedatives or narcotic drugs or any prescription drug outside a physician's instructions?	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS

DECLARATIONS

The answers provided in this application are true and complete to the best of my knowledge and belief. I understand and agree that:

1. Acceptance of a life insurance policy will be ratification of any administrative change with respect to such policy made by PLIC as indicated under the title Endorsement, where permitted. All other changes made to the application or policy by PLIC will be indicated on an Amendment to Application form that must be signed by all applicable parties, prior to or at the time of delivery of this policy.
2. 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 Producer, whose name appears in the Producer Certification section, the disclosure required by Section 10 of the Military Personnel Financial Services Protection Act.
3. Except as provided in the terms or conditions of any Temporary Insurance Agreement (TIA) that I may have received in connection with this application, coverage will take effect when the policy is delivered and the entire single premium is paid only if at that time the Proposed Insured is alive, and all answers in this application and on the Statement of Good Health & Insurability that are material to the risk are still true and complete.
4. If I have given money and received a TIA, I understand that if the Proposed Insured dies before a policy is delivered; the death benefit will be limited to the TIA coverage limit.
5. PLIC may require an attending physician statement, medical records, an underwriting assessment, a medical exam, a Department of Motor Vehicle report or other questionnaire, test or a prescription drug or medication report.
6. I must inform the Producer or PLIC in writing of any changes in the health of the Proposed Insured or if any of the statements or answers on this application change prior to delivery of the policy.
7. My statements and answers in this application must continue to be true as of the date I receive the policy.
8. No Producer is authorized to make or change contracts or insurance policies on the behalf of PLIC and no Producer may alter the terms of this application, the TIA, or the policy, nor does the Producer have the authority to waive any of PLIC's rights or requirements.
9. The Producer will receive compensation in connection with the sale of this policy.
10. No representation is made that, based on information provided in the application, a particular premium rate, risk category or class will be offered to me. I will review my policy and ask the Producer or PLIC about the specific premium and risk class referenced in my policy.
11. I represent that all parties have an insurable interest in the life of the Proposed Insured.
12. The policy as applied for in this application will meet my insurance needs and financial objectives based in part upon my age, income, net worth, tax and family status, and any existing insurance policies I own.
13. The Proposed Insured received the Disclosure Notice and Privacy Notice — Health (HIPAA).
14. I HAVE READ the completed Application and all related forms for [Pacific PremierCare] before signing below. All statements and answers on this application are correctly recorded, and are full, complete and true to the best of my knowledge and belief.
15. For purposes of this application, the proposed insured is considered the applicant, unless a policyowner is also indicated. In such case, the policyowner is considered the applicant.
16. This application will be attached to and made part of the policy.

INFLATION BENEFIT OPTION

I have reviewed the Outline of Coverage and the graphs that compare the benefits and premiums of this policy with and without inflation protection.

- I hereby **REJECT** the 5% compound Inflation Benefit Option and apply for the Inflation Benefit Option as shown in the Policy Information section, on page 1, question 5.
- I hereby **REJECT** all Inflation Benefit Options, including the 5% compound Inflation Benefit Option.

NEW BUSINESS DATE STAMP (FOR INTERNAL USE ONLY)

MODIFIED ENDOWMENT CONTRACT (MEC) STATUS

The policy is expected to be or become a MEC: Yes (Policyowner must initial below) No

Regarding Distributions:

- Distributions from the policy, including those taken during the two years prior to the policy becoming a MEC, can result in earlier income taxation.
- Distributions include (but may not be limited to) pre-death disbursements such as withdrawals, policy loans (including interest not paid when due), surrenders, and cash dividends, and also transfers of ownership and assignment of policy values.
- The taxable portion of any Distribution taken before age 59 ½ may be subject to a 10% penalty by the IRS. This 10% penalty always applies if the MEC owner is not treated as a natural person for tax purposes; e.g. is a corporation or trust.
- For purposes of determining the taxable portion of Distributions, federal tax law provides that all MECs issued by the same insurance company to the same Policyowner during any calendar year shall be treated as one MEC.
- PLIC will report income relating to such Distributions to the IRS as required by federal law and regulations.

Additional Information:

- Once a policy becomes a MEC that status cannot change. Any policy received in exchange for a MEC policy will also be considered a MEC.
- For specific questions regarding the taxation of your MEC policy, please consult your tax advisor.

 By initialing here, the Policyowner confirms their understanding that the policy to be issued is now or will become a MEC at or after issue, and accepts MEC status for the policy.

SIGNATURES

 By initialing here, the Policyowner confirms they received the Outline of Coverage, Long-Term Care Insurance Personal Worksheet, Things You Should Know Before You Buy Long-Term Care Insurance, Life Insurance Buyer's Guide, and A Shoppers Guide to Long-Term Care Insurance.

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE MY CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.

Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

If you are signing on behalf of an entity, you represent that you are authorized to execute this document and to make the statements that may be shown. You further represent that all requirements of those entities, including the use of any seal (in the case of a Corporation) and any authorized signatures (in the case of a Corporation and/or Trust) have been met.

CAUTION: If your answers on this application are incorrect or untrue, PLIC may have the right to deny benefits or rescind your policy.

SIGNED IN:

SIGNED AND DATED ON:

City	State
------	-------

Date (mm/dd/yyyy)

 X
Proposed Insured's Signature

 X
Policyowner's Signature, if other than Proposed Insured, and include Title, if Corporation, Trust, or Business Entity.

 X
Additional Policyowner's Signature & Title, if applicable

PRODUCER'S CERTIFICATION

	Yes	No
1. Does the Insured have any existing life insurance or annuities, including those with LTC coverage?	<input type="checkbox"/>	<input type="checkbox"/>
2. Do you know or have any reason to believe that a replacement of insurance is involved?	<input type="checkbox"/>	<input type="checkbox"/>
3. I have discussed the appropriateness of replacement, followed applicable state laws, PLIC's written guidelines and, if applicable, I have complied with the replacement requirements of my broker-dealer. (If No, explain on an additional sheet.)	<input type="checkbox"/>	<input type="checkbox"/>
4. Based upon my review of, among other things, the Policyowner's and Proposed Insured's age, income, net worth, tax and family status, and current plan of insurance, I certify that the purchase of this policy meets the Policyowner's insurance needs and financial objectives, and is consistent with PLIC's suitability standards. I have documented and will retain my suitability analysis and conclusions.	<input type="checkbox"/>	<input type="checkbox"/>
5. List below any other Health Insurance you have sold to the Proposed Insured that is currently in force, or purchased within the last 5 years and no longer in force. (If No, explain on an additional sheet.)		

Company	Policy Number	Year of Issue	Policy Status
			<input type="checkbox"/> In force <input type="checkbox"/> No longer in force
			<input type="checkbox"/> In force <input type="checkbox"/> No longer in force

I have reviewed the application and all related forms with the Insured and Policyowner(s).

 X Soliciting Producer's Name: First MI Last (print)

 X
Soliciting Producer's Signature



PACIFIC LIFE INSURANCE COMPANY

ACTUARIAL MEMORANDUM

Flexible Premium Adjustable Life Insurance Policy P12PPC

I. DESCRIPTION OF POLICY PROVISIONS

A. Introduction

The policy is to be issued as part of an individual Long Term Care (LTC) combination contract. This actuarial memorandum addresses the provisions of the underlying life insurance contract. A filing of Long Term Care riders is also concurrently being submitted. These are for the ABR (Accelerated Benefit Rider, form number R12ABR, which will always be issued with the policy) and for the EBR (an optional Extended Benefit Rider, form number R12EBR).

The life component of the combination policy specifies a minimum required premium to be paid at issue, which is determined by the insured's age, sex, smoking class and face amount. This minimum required premium is sufficient to keep the policy in force over the insured's lifetime on a guaranteed basis. Return of the minimum required premium is included in the nonforfeiture benefits.

There are no policy charges after attained age 94, and premiums will not be accepted after that.

A provision for an accelerated death benefit, called the Terminal Illness Benefit, is also included.

B. Death Proceeds and Issue Ages

This policy provides for a death benefit equal to the greater of the face amount or the amount required to qualify under Internal Revenue Code Section 7702 under the Cash Value Accumulation Test. The minimum life coverage face amount is \$25,000, subject to minimum Long-Term Care benefit requirements, if any, in your state.

The Death Benefit is used to determine the Death Proceeds and the Cost of Insurance charges under the contract.

Upon death, we will pay the following Death Proceeds, which reflect the policy value and the additional Long-Term Care riders under the contract:

Death Proceeds = Max {Death Benefit, Residual Death Benefit} + Limited Refund on Death – Policy Debt.

Residual Death Benefit: This is the lesser of \$5,000 and 5% of the policy face amount at policy issue. The residual death benefit provides a minimum floor if there are reductions in the death benefit under the ABR that reduce the face amount, and consequently the death benefit, of the life policy.

Limited Refund on Death: In order to ensure that the total benefit payable on death is at least equal to the initial premium paid under the policy and the long-term care riders (ABR and EBR), a Limited Refund on Death will be provided. The Limited Refund on Death is calculated as:

Max {0, Total Premium including Riders – Max [Death Benefit, Residual Death Benefit] – Adjustments for LTC Claims, Terminal Illness Benefits and Withdrawals}.

The adjustments in the last term may also reduce the Limited Refund on Death in a manner similar to the policy face amount and death benefit.

The ages for which the policy will be issued ranges from 30 to 75.

C. Accumulated Value and Cash Surrender Value

A premium load percentage will be deducted from all life coverage premiums. Net Premiums are defined as life premiums less the premium load. The premium load percentage will be within the range of 1% to 9%. The premium load is guaranteed at the time the policy is issued.

The Accumulated Value is the sum of the Net Premiums less withdrawals, less monthly deductions, all accumulated at interest, and includes any amounts securing policy loans.

The policy guarantees a return of the Life Coverage Premium Amount at issue at any time that the policy is surrendered. The return of EBR premium, if any, and of ABR premium is also guaranteed.

The Net Cash Surrender Value is equal to the Cash Surrender Value plus the return of ABR premium, plus the return of EBR premium, if any, less any policy debt.

Net Cash Surrender Value = Max {AV – SC, Life ROP + ABR ROP + EBR ROP} – Debt,

where: AV = Accumulated Value.

SC = Surrender Charge.

ROP = Return of premium feature for the life policy, ABR or EBR.

D. Surrender Charges

Pacific Life assesses a Surrender Charge against the Accumulated Value upon surrender of a policy within ten years after its issuance.

The Surrender Charge is equal to a specific amount that varies with the issue age, sex and smoking class of the insured, for each \$1,000 of a policy's initial Face Amount in accordance with the schedule shown in Appendix 3.

The Surrender Charge is level from issue through the end of the 60th policy month. Beginning in the 61st policy month it decreases by equal monthly decrements until it reaches zero at the 120th policy month.

E. Cost of Insurance (COI) Charges

The Cost of Insurance rates through attained age 94 are guaranteed to be no greater than CSO mortality; specifically, mortality from the 2001 CSO sex and smoker distinct, age last birthday table. The CSO table is provided in Appendix 4.

Beginning at attained age 95 the Cost of Insurance rates are guaranteed to be zero.

Maximum monthly Cost of Insurance rates are converted from an annual to a monthly COI rate by the following formula:

$$q_x^{(12)} = \min \left\{ \begin{array}{l} .08333333 \\ (1 - (1 - q_x)^{(1/12)}) \end{array} \right.$$

for $x < 95$. This definition ensures that the monthly COI rate does not exceed the lesser of:

$$\{1 - (1 - q_x)^{(1/n)}\} / \{ (1 - q_x)^{(1/n)}\} \quad \text{or} \quad 1/n,$$

for $n = 12$.

Pacific Life may use modified Cost of Insurance rates prior to attained age 95 that produce higher Accumulated Values than those generated by the maximum rates.

F. Policy Expense Charges other than COI

Pacific Life also assesses a Coverage Charge. This is a monthly charge per \$1,000 of Face Amount that varies by issue age, sex, and smoking class. This charge applies for the first 120 months, and thereafter is guaranteed to be zero. The Maximum Monthly Coverage Charge rate table is provided in Appendix 5.

G. Effect of the LTC riders on the underlying policy

The underlying base life policy has its own premium, so that the total premium equals the base policy premium plus the LTC rider premiums.

The base life policy has the same accumulated value, loan amount, and reserves it would have without the riders.

The base policy is not sold by itself and the ABR must be attached to the base policy at issue.

While in ABR claim status, the death benefits are reduced proportionately as acceleration benefits are paid, cash values are proportionately reduced, reserves are proportionately reduced and loans are proportionately reduced via reductions to the net acceleration benefit.

The payments from an EBR claim have no effect on base policy values.

H. Interest

The annual interest rate is guaranteed at the rate shown in the policy specification page (currently showing 3.50%).

The guaranteed rate can change prospectively on new issues and across all classes.

We may credit an interest rate in excess of the guaranteed rate. Any excess interest formula will be applied uniformly to all members of the same class.

I. Terminal Illness Benefit

The policy contains a provision which allows the policyholder to receive a portion of the death benefit based on the diagnosis of a terminal illness. A terminal illness is an illness causing the insured to have a life expectancy of 12 months or less. This is the only qualifying event that is considered for paying this benefit.

The formula for determining the net benefit payment is:

$$\text{Net Payment} = \text{Requested Portion} \div (1 + i) - \text{Processing Charge} - \text{Requested Percentage} \times \text{Loan Balance}$$

where

i = a declared annual interest rate, to exceed neither the yield on the 90 day Treasury Bill nor the maximum statutory adjustable policy loan interest rate.

Eligible Coverage = Face Amount adjusted for withdrawals and LTC claims.

Requested Percentage = Requested Portion ÷ Eligible Coverage.

Requested Portion = Benefit amount requested, not to exceed the lesser of \$500,000 or 75% of Eligible Coverage.

Interest only discounting is applied to calculate the benefit payment, and no mortality or persistency is used.

Exercise of the Terminal Illness Benefit affects policy components as follows:

Proportional Reduction:

- Face Amount
- Death Benefit
- Accumulated Value
- Loan Balance
- COI Charges through age 94
- Coverage Charges through policy year 10

Dollar for Dollar Reduction:

- Return of Base Policy Premium

COI Charges and Coverage Charges are reduced by reason of the Face Amount reduction, and are not due to any reduction in their rates per 1000.

Premiums are not directly affected by Terminal Illness because of the flexible premium design of the policy.

A processing charge not to exceed \$150 may be assessed in order to cover administrative expenses of paying the claim.

There are no separate premiums, cost of insurance charges, or other charges for this benefit.

Benefit payments are made in a lump sum under the terms of the policy.

An example is provided in Appendix 1.

II. NONFORFEITURE BASIS OF VALUES

The demonstration of nonforfeiture compliance is limited to testing the life only surrender charges, without consideration of the return of premium guarantee. This leads to results which are somewhat conservative, since actual cash surrender values will be more favorable to the policyholder than the surrender charges alone would indicate.

Calculation of the Initial Expense Allowance is done in accordance with section 6A of the NAIC Universal Life Insurance Regulation, model #585. The demonstration of nonforfeiture compliance takes place in 2 steps:

- 1) The first year expense charges are less than the maximum SNFL Initial Expense Allowance (IEA).
- 2) Surrender Charges in renewal years are less than the Unamortized Unused Initial Expense Allowance (UUIEA).

Calculation of the Initial Expense Allowance and Unamortized Unused Initial Expense Allowance are shown in Appendix 1. The calculation is at the minimum face amount of \$25,000.

Appendix 2 shows the maximum expense allowance for all policies calculated at 3.50% interest. Interest rates ranging from 2% to 5% have also been tested and shown to meet the compliance standard throughout the range.

A. Initial Expense Allowance and Unused Initial Expense Allowance

The Initial Expense Allowance is the maximum amount calculated in accordance with section 6A of the NAIC Universal Life Insurance Regulation, model #585.

The Unused Initial Expense Allowance is the Initial Expense Allowance, reduced by the excess of expense charges in the first year over the charges in years 2-20, using the guaranteed policy charges described in Section I of this document.

The formula for the Initial Expense Allowance (IEA) is:

$$IEA_x = (.01 \times ELA) + 1.25 \times \min(NLP_x, .04 \times ELA)$$

where:

$$ELA = \sum_1^{10} \frac{DB_t}{10} = \text{the Equivalent Level Amount}$$

$$NLP_x = \frac{\bar{A}_x}{\ddot{a}_x} = \text{the Nonforfeiture Net Level Premium}$$

The calculation of the Nonforfeiture Net Level Premium (NLP) is done using the following assumptions:

Interest used in the nonforfeiture calculations is equal to the guaranteed rate of 3.50%.

For calculation of the Initial Expense Allowance, the mortality rate is taken from the sex and smoker distinct 2001 CSO Age Last Birthday table.

B. Unamortized Unused Initial Expense Allowance

The Surrender Charge in renewal years is less than the Unamortized Unused Initial Expense Allowance (UIIEA)

The UIIEA is calculated as follows:

$$UIIEA_{x,t} = UIEA_x \times \frac{\ddot{a}_{x+t}}{\ddot{a}_x}$$

The \ddot{a}_{x+t} and \ddot{a}_x factors are the present values of an annuity of \$1 per year payable on policy anniversaries beginning at ages $x+t$ and x , respectively, and continuing until age 94. The calculations of \ddot{a}_{x+t} and \ddot{a}_x are based on the mortality and interest bases guaranteed in the policy.

III. RESERVES

A. Life Reserves

CRVM Reserves will be calculated using the 2001 Commissioners Standard Ordinary Smoker-distinct Ultimate Age last birthday Mortality Tables. For sex-distinct policies, separate sex-distinct mortality tables will be used for males and females. Reserves will be calculated using modal premiums and continuous death benefits and according to the Universal Life Insurance Model Regulation adopted by the NAIC at its December 1983 meeting. The valuation interest rate will not exceed the maximum permitted by the Standard Valuation Law or the valuation rate provided by special state requirements.

Separate reserves will be calculated for the Long Term Care riders.

Alternative Minimum Reserves may exceed the CRVM Reserves if the GMP is less than the Valuation Net Premium in any policy year. These reserves are calculated using the 2001 Commissioners Standard Ordinary Smoker-Distinct Select Age last birthday, Sex-distinct Mortality Tables, maximum valuation interest rates, modal premiums, and monthly death benefits. Alternative Minimum Reserves are not expected to exceed CRVM Reserves for this product.

For all policies with reserves calculated using the 2001 CSO valuation mortality tables, including this policy form, the reserves held after attained age 121 equal the death benefit. The minimum death benefit is equal to 101% of the accumulated value. There are no policy

charges after attained age 94. Interest continues to be credited to the accumulated value after attained age 94.

Reserves for the residual death benefit will be calculated as the actuarial present value of future residual death benefits.

B. Coordination with Long Term Care Rider Reserves

Additional reserves will be calculated for the ABR and EBR riders. These are detailed in the rider filing which accompanies this memorandum.

The Total Active Life Reserve for the combination policy will equal

Max {Return of Premium, Accumulated Value less Surrender Charge, Max [Life CRVM, Life Alternative Minimum Reserve] + Long-Term Care Rider Policy Reserves + Residual Death Benefit Reserve}.

TABLE OF APPENDICES

An example of how an exercise of the Terminal Illness Benefit affects policy components appears in Appendix 1.

Demonstrations of nonforfeiture compliance and maximum guaranteed COI and expense rates appear in tables 2 through 6.

Appendix	Contents
1	Example of Terminal Illness Benefit exercise
2	Table of Maximum Expense Allowances per \$1000 Face Amount for Male Nonsmokers, Female Nonsmokers, Male Smokers, and Female Smokers calculated at 3.50% interest.
3	Table of Surrender Charges per \$1000 Face Amount for Male Nonsmokers, Female Nonsmokers, Male Smokers, and Female Smokers
4	Annual 2001CSO Rates per \$1000 Net Amount at Risk; Monthly Maximum Cost of Insurance Rates
5	Maximum Monthly Coverage Charges per \$1000 Face Amount
6	Demonstration of Excess First Year Expense Calculation

V. CERTIFICATION OF COMPLIANCE

In my opinion, the nonforfeiture values available under this policy equal or exceed the minimums required under Section 6A of the NAIC Universal Life Insurance Regulation, Model #585 for all ages, rate classes, and durations at which the policy is available.

I have performed the following analysis, in accordance with all applicable Actuarial Standards of Practice and Actuarial Guidelines, in support of this opinion:

I have performed a study of all issue ages, rate classes, and durations to confirm that the first year expense charges never exceed the maximum SNFL initial expense allowances and that the surrender charges never exceed the unamortized unused initial expense allowances.

I CERTIFY TO THE BEST OF MY BELIEF OR KNOWLEDGE, THIS COMPLIES WITH THE LAWS AND REGULATIONS OF YOUR STATE.



Pierre Delisle, FSA, MAAA
Actuary
Pacific Life Insurance Company

Date: November 20, 2012

APPENDIX 1

Example of Terminal Illness Benefit Exercise

Given a Requested Portion of \$12,500, the following policy components are affected as shown below:

Component	Before Acceleration	After Acceleration
Face Amount = Eligible Coverage	\$50,000	\$37,500
Death Benefit	53,646.70	40,235.03
Cash / Accumulated Value	11,277.97	8,458.48
Policy Loan Balance	5,000	3,750
COI Monthly Charge	4.32	3.25
Return of Premium	17,046.50	4,546.50
Coverage Charge	16.88	12.66

- The Requested Percentage is $25\% = \$12,500 / \$50,000$
- All Components except Return of Premium are reduced by 25%
- Return of Premium is reduced by $\$12,500 = \$17,046.50 - \$4,546.50$

Assuming a declared annual interest rate of 4%, the benefit payment is
 $\$12,500 / 1.04 - \$150 - 25\% \times \$5,000 = \$10,619.23$.

**PACIFIC LIFE INSURANCE COMPANY
FORM P12PPC**

APPENDIX 2: TABLE OF MAXIMUM EXPENSE ALLOWANCE

Male Nonsmoker, Standard Issue
Table of values per \$1000 of Face Amount
Nonforfeiture Interest Rate = 3.50%

Unamortized Unused Initial Expense Allowance (UIIEA) as of end of year *

Issue Age	SNFL Initial Expense Allowance (IEA)	Excess First Year Expense	Unused Initial Expense Allowance (UIIEA)	1	2	3	4	5	6	7	8	9	10
30	21.389	4.430	16.959	16.830	16.700	16.570	16.430	16.280	16.130	15.980	15.820	15.660	15.480
31	21.842	4.430	17.412	17.270	17.140	16.990	16.840	16.690	16.530	16.360	16.190	16.010	15.830
32	22.320	4.430	17.890	17.740	17.590	17.440	17.280	17.110	16.940	16.760	16.580	16.390	16.200
33	22.823	4.430	18.393	18.230	18.070	17.910	17.740	17.560	17.380	17.190	16.990	16.790	16.580
34	23.353	4.430	18.923	18.750	18.580	18.400	18.220	18.030	17.830	17.630	17.420	17.200	16.980
35	23.912	4.430	19.482	19.300	19.110	18.920	18.720	18.520	18.310	18.090	17.870	17.640	17.400
36	24.499	4.360	20.139	19.940	19.740	19.540	19.320	19.100	18.880	18.640	18.400	18.160	17.910
37	25.118	4.360	20.758	20.550	20.330	20.110	19.880	19.640	19.400	19.150	18.900	18.640	18.370
38	25.770	4.300	21.470	21.240	21.010	20.770	20.520	20.270	20.010	19.740	19.470	19.190	18.900
39	26.455	4.300	22.155	21.910	21.660	21.400	21.140	20.870	20.590	20.300	20.010	19.710	19.400
40	27.177	4.240	22.937	22.670	22.400	22.130	21.840	21.550	21.250	20.950	20.630	20.300	19.970
41	27.938	4.050	23.888	23.600	23.310	23.010	22.700	22.390	22.070	21.730	21.390	21.030	20.670
42	28.740	3.790	24.950	24.640	24.320	24.000	23.660	23.320	22.970	22.610	22.230	21.850	21.450
43	29.583	3.600	25.983	25.640	25.300	24.950	24.590	24.220	23.840	23.440	23.040	22.620	22.190
44	30.470	3.350	27.120	26.750	26.380	26.000	25.610	25.210	24.790	24.360	23.920	23.470	23.000
45	31.404	3.100	28.304	27.910	27.500	27.090	26.660	26.220	25.760	25.300	24.820	24.330	23.840
46	32.387	2.850	29.537	29.110	28.670	28.210	27.750	27.260	26.770	26.270	25.750	25.230	24.690
47	33.423	2.590	30.833	30.360	29.880	29.390	28.880	28.360	27.820	27.270	26.720	26.160	25.580
48	34.521	2.340	32.181	31.670	31.140	30.600	30.050	29.480	28.900	28.310	27.720	27.110	26.490
49	35.690	2.090	33.600	33.040	32.470	31.880	31.280	30.660	30.040	29.400	28.760	28.100	27.440
50	36.934	1.770	35.164	34.550	33.920	33.280	32.630	31.970	31.290	30.610	29.910	29.200	28.470
51	38.256	2.030	36.226	35.560	34.890	34.210	33.510	32.810	32.090	31.360	30.610	29.850	29.080
52	39.659	2.280	37.379	36.670	35.950	35.220	34.470	33.720	32.950	32.170	31.370	30.560	29.740
53	41.148	2.530	38.618	37.860	37.080	36.300	35.510	34.700	33.870	33.030	32.180	31.320	30.450
54	42.728	2.720	40.008	39.190	38.360	37.520	36.670	35.790	34.900	34.000	33.090	32.180	31.260
55	44.399	2.910	41.489	40.610	39.720	38.810	37.890	36.950	36.000	35.030	34.070	33.100	32.120
56	46.167	2.910	43.257	42.310	41.340	40.360	39.350	38.340	37.310	36.280	35.250	34.210	33.170
57	48.042	2.910	45.132	44.100	43.050	41.980	40.900	39.800	38.700	37.600	36.490	35.380	34.260
58	50.038	2.850	47.188	46.060	44.920	43.760	42.590	41.410	40.230	39.050	37.860	36.650	35.440
59	52.172	2.720	49.452	48.220	46.970	45.720	44.460	43.190	41.920	40.640	39.350	38.040	36.730
60	54.452	2.530	51.922	50.580	49.230	47.870	46.500	45.130	43.760	42.370	40.960	39.540	38.110
61	56.884	3.100	53.784	52.340	50.900	49.450	47.990	46.530	45.050	43.560	42.050	40.520	38.990
62	59.469	2.850	56.619	55.050	53.480	51.910	50.320	48.730	47.110	45.480	43.830	42.170	40.510
63	60.000	2.590	57.410	55.770	54.130	52.480	50.810	49.120	47.420	45.700	43.970	42.240	40.530
64	60.000	2.280	57.720	56.020	54.310	52.580	50.840	49.080	47.300	45.510	43.720	41.940	40.180
65	60.000	1.900	58.100	56.320	54.530	52.730	50.900	49.050	47.200	45.340	43.500	41.670	39.840
66	60.000	1.580	58.420	56.560	54.690	52.790	50.880	48.950	47.030	45.120	43.220	41.320	39.440
67	60.000	1.520	58.480	56.540	54.580	52.600	50.610	48.620	46.640	44.680	42.720	40.770	38.830
68	60.000	1.270	58.730	56.690	54.630	52.570	50.500	48.450	46.410	44.370	42.350	40.330	38.350
69	60.000	1.330	58.670	56.540	54.400	52.260	50.140	48.030	45.920	43.820	41.740	39.680	37.660
70	60.000	1.460	58.540	56.320	54.110	51.910	49.720	47.540	45.370	43.220	41.080	38.990	36.950
71	60.000	1.960	58.040	55.750	53.490	51.240	48.990	46.750	44.530	42.340	40.180	38.070	36.020
72	60.000	2.280	57.720	55.370	53.040	50.710	48.400	46.100	43.820	41.590	39.410	37.280	35.210
73	60.000	2.340	57.660	55.230	52.810	50.390	48.000	45.630	43.310	41.040	38.820	36.660	34.540
74	60.000	2.090	57.910	55.370	52.840	50.330	47.850	45.410	43.030	40.700	38.440	36.210	34.020
75	60.000	1.460	58.540	55.860	53.210	50.580	48.010	45.490	43.030	40.640	38.280	35.970	33.690

* Surrender charges are zero by the end of year 10 and in all subsequent years

**PACIFIC LIFE INSURANCE COMPANY
FORM P12PPC**

APPENDIX 2: TABLE OF MAXIMUM EXPENSE ALLOWANCE

Female Nonsmoker, Standard Issue

Table of values per \$1000 of Face Amount.

Nonforfeiture Interest Rate = 3.50%

Unamortized Unused Initial Expense Allowance (UIEIA) as of end of year *

Issue Age	SNFL Initial Expense Allowance (IEA)	Excess First Year Expense	Unused Initial Expense Allowance (UIEIA)	1	2	3	4	5	6	7	8	9	10
30	19.939	2.470	17.469	17.350	17.230	17.110	16.980	16.850	16.710	16.580	16.430	16.280	16.130
31	20.337	2.470	17.867	17.740	17.610	17.480	17.350	17.210	17.060	16.920	16.760	16.600	16.440
32	20.752	2.470	18.282	18.150	18.010	17.870	17.730	17.580	17.430	17.270	17.110	16.940	16.760
33	21.188	2.400	18.788	18.640	18.500	18.350	18.200	18.040	17.870	17.700	17.530	17.350	17.160
34	21.643	2.400	19.243	19.090	18.940	18.780	18.610	18.440	18.270	18.090	17.900	17.710	17.510
35	22.120	2.340	19.780	19.620	19.450	19.280	19.110	18.930	18.740	18.540	18.340	18.140	17.920
36	22.619	2.280	20.339	20.160	19.990	19.810	19.620	19.420	19.220	19.010	18.800	18.580	18.350
37	23.142	2.280	20.862	20.680	20.490	20.290	20.090	19.880	19.670	19.450	19.220	18.980	18.740
38	23.691	2.220	21.471	21.270	21.070	20.860	20.640	20.420	20.190	19.950	19.710	19.460	19.200
39	24.268	2.150	22.118	21.900	21.690	21.460	21.230	20.990	20.740	20.490	20.230	19.960	19.690
40	24.875	2.090	22.785	22.550	22.320	22.080	21.830	21.570	21.310	21.040	20.760	20.480	20.180
41	25.514	2.030	23.484	23.240	22.980	22.730	22.460	22.180	21.900	21.610	21.310	21.010	20.700
42	26.186	1.960	24.226	23.960	23.690	23.410	23.120	22.830	22.530	22.220	21.900	21.580	21.250
43	26.894	1.900	24.994	24.710	24.420	24.120	23.810	23.500	23.170	22.840	22.510	22.160	21.810
44	27.640	1.770	25.870	25.560	25.250	24.930	24.600	24.260	23.910	23.560	23.200	22.830	22.450
45	28.424	1.710	26.714	26.380	26.050	25.700	25.350	24.990	24.620	24.240	23.850	23.460	23.060
46	29.250	1.580	27.670	27.310	26.950	26.580	26.200	25.810	25.420	25.010	24.600	24.180	23.750
47	30.119	1.520	28.599	28.220	27.830	27.430	27.030	26.610	26.190	25.760	25.320	24.870	24.410
48	31.033	1.390	29.643	29.230	28.810	28.390	27.950	27.510	27.050	26.590	26.120	25.640	25.160
49	31.995	1.330	30.665	30.220	29.780	29.320	28.850	28.380	27.890	27.400	26.900	26.390	25.870
50	33.006	1.200	31.806	31.330	30.850	30.360	29.860	29.350	28.830	28.300	27.760	27.220	26.660
51	34.071	1.460	32.611	32.110	31.600	31.070	30.540	30.000	29.450	28.890	28.320	27.740	27.150
52	35.190	1.710	33.480	32.940	32.400	31.850	31.280	30.710	30.130	29.530	28.930	28.310	27.680
53	36.368	1.900	34.468	33.890	33.320	32.730	32.130	31.520	30.900	30.260	29.620	28.960	28.290
54	37.607	2.090	35.517	34.910	34.290	33.660	33.020	32.370	31.710	31.030	30.340	29.640	28.930
55	38.913	2.340	36.573	35.920	35.260	34.590	33.910	33.220	32.510	31.790	31.060	30.310	29.550
56	40.289	2.400	37.889	37.190	36.480	35.770	35.030	34.290	33.530	32.750	31.960	31.160	30.350
57	41.740	2.470	39.270	38.520	37.760	36.990	36.200	35.400	34.580	33.750	32.900	32.040	31.160
58	43.270	2.470	40.800	39.990	39.170	38.340	37.490	36.620	35.740	34.840	33.930	33.010	32.060
59	44.889	2.470	42.419	41.550	40.660	39.760	38.840	37.910	36.950	35.990	35.000	34.010	32.990
60	46.604	2.470	44.134	43.190	42.230	41.260	40.260	39.250	38.230	37.180	36.120	35.050	33.960
61	48.426	2.530	45.896	44.870	43.840	42.780	41.710	40.620	39.510	38.380	37.240	36.080	34.910
62	50.362	2.590	47.772	46.660	45.540	44.400	43.240	42.050	40.860	39.640	38.410	37.160	35.910
63	52.424	2.590	49.834	48.630	47.410	46.170	44.910	43.630	42.330	41.010	39.680	38.340	36.990
64	54.625	2.280	52.345	51.030	49.690	48.330	46.950	45.560	44.140	42.710	41.270	39.810	38.340
65	56.978	1.770	55.208	53.760	52.290	50.800	49.290	47.760	46.210	44.640	43.070	41.480	39.880
66	59.494	1.840	57.654	56.070	54.480	52.850	51.210	49.550	47.880	46.190	44.480	42.770	41.050
67	60.000	1.900	58.100	56.440	54.760	53.060	51.340	49.600	47.850	46.090	44.310	42.520	40.730
68	60.000	1.840	58.160	56.420	54.670	52.900	51.110	49.310	47.490	45.660	43.820	41.960	40.100
69	60.000	1.770	58.230	56.420	54.590	52.740	50.880	49.000	47.120	45.220	43.300	41.380	39.440
70	60.000	2.030	57.970	56.090	54.190	52.280	50.350	48.410	46.460	44.490	42.520	40.530	38.520
71	60.000	2.030	57.970	56.010	54.030	52.040	50.030	48.010	45.980	43.940	41.880	39.810	37.740
72	60.000	2.280	57.720	55.680	53.630	51.560	49.480	47.390	45.280	43.160	41.030	38.890	36.780
73	60.000	3.040	56.960	54.860	52.740	50.610	48.470	46.320	44.150	41.970	39.790	37.620	35.470
74	60.000	3.790	56.210	54.040	51.860	49.670	47.460	45.240	43.000	40.760	38.550	36.350	34.140
75	60.000	4.170	55.830	53.570	51.310	49.030	46.730	44.420	42.110	39.820	37.550	35.270	32.980

* Surrender charges are zero by the end of year 10 and in all subsequent years

**PACIFIC LIFE INSURANCE COMPANY
FORM P12PPC**

APPENDIX 2: TABLE OF MAXIMUM EXPENSE ALLOWANCE

Male Smoker, Standard Issue

Table of values per \$1000 of Face Amount.

Nonforfeiture Interest Rate = 3.50%

Unamortized Unused Initial Expense Allowance (UIEIA) as of end of year *

Issue Age	SNFL Initial Expense Allowance (IEA)	Excess First Year Expense	Unused Initial Expense Allowance (UIEIA)	1	2	3	4	5	6	7	8	9	10
30	24.355	4.930	19.425	19.250	19.070	18.880	18.690	18.490	18.280	18.070	17.850	17.620	17.390
31	24.929	4.990	19.939	19.750	19.550	19.350	19.150	18.930	18.710	18.480	18.250	18.010	17.760
32	25.535	5.060	20.475	20.270	20.060	19.850	19.630	19.400	19.160	18.920	18.670	18.410	18.150
33	26.176	5.060	21.116	20.900	20.670	20.440	20.200	19.960	19.700	19.440	19.180	18.900	18.620
34	26.852	5.120	21.732	21.490	21.250	21.010	20.750	20.490	20.220	19.940	19.650	19.360	19.070
35	27.565	5.120	22.445	22.190	21.930	21.660	21.390	21.110	20.820	20.520	20.220	19.910	19.600
36	28.317	5.180	23.137	22.860	22.580	22.300	22.000	21.700	21.390	21.080	20.760	20.430	20.100
37	29.110	5.180	23.930	23.630	23.330	23.030	22.710	22.390	22.060	21.720	21.380	21.030	20.680
38	29.946	5.250	24.696	24.380	24.060	23.730	23.390	23.040	22.690	22.340	21.970	21.600	21.230
39	30.827	5.250	25.577	25.230	24.890	24.530	24.170	23.800	23.430	23.050	22.660	22.260	21.860
40	31.754	5.310	26.444	26.080	25.700	25.330	24.940	24.550	24.150	23.740	23.330	22.900	22.460
41	32.730	5.120	27.610	27.210	26.810	26.400	25.990	25.570	25.140	24.700	24.240	23.780	23.300
42	33.757	4.930	28.827	28.400	27.960	27.520	27.080	26.620	26.160	25.680	25.180	24.680	24.160
43	34.834	4.740	30.094	29.630	29.170	28.690	28.210	27.720	27.210	26.680	26.150	25.600	25.050
44	35.964	4.550	31.414	30.920	30.410	29.900	29.380	28.840	28.280	27.720	27.140	26.560	25.970
45	37.147	4.360	32.787	32.250	31.710	31.150	30.580	29.990	29.390	28.780	28.160	27.530	26.910
46	38.390	4.170	34.220	33.640	33.050	32.440	31.820	31.180	30.530	29.880	29.210	28.550	27.880
47	39.697	3.980	35.717	35.090	34.440	33.780	33.100	32.410	31.720	31.010	30.310	29.600	28.890
48	41.082	3.790	37.292	36.600	35.900	35.180	34.450	33.700	32.960	32.210	31.450	30.700	29.930
49	42.559	3.600	38.959	38.210	37.440	36.660	35.870	35.070	34.280	33.470	32.670	31.860	31.030
50	44.133	3.350	40.783	39.960	39.130	38.290	37.440	36.580	35.730	34.870	34.000	33.120	32.240
51	45.806	3.670	42.136	41.250	40.370	39.470	38.570	37.670	36.760	35.850	34.920	33.990	33.050
52	47.579	3.980	43.599	42.650	41.710	40.760	39.800	38.850	37.880	36.900	35.920	34.920	33.940
53	49.453	4.360	45.093	44.090	43.080	42.080	41.060	40.040	39.010	37.960	36.920	35.870	34.840
54	51.427	4.740	46.687	45.620	44.550	43.480	42.400	41.310	40.200	39.090	37.980	36.890	35.810
55	53.501	5.120	48.381	47.240	46.110	44.960	43.800	42.630	41.450	40.280	39.120	37.980	36.850
56	55.679	4.990	50.689	49.470	48.240	46.990	45.730	44.470	43.210	41.970	40.740	39.530	38.320
57	57.971	4.800	53.171	51.850	50.510	49.150	47.790	46.440	45.110	43.790	42.480	41.180	39.880
58	60.000	4.680	55.320	53.890	52.440	50.990	49.550	48.130	46.720	45.330	43.940	42.550	41.150
59	60.000	4.490	55.510	54.020	52.530	51.040	49.570	48.130	46.690	45.260	43.830	42.380	40.920
60	60.000	4.300	55.700	54.160	52.630	51.110	49.620	48.140	46.670	45.190	43.700	42.190	40.680
61	60.000	4.490	55.510	53.940	52.390	50.860	49.340	47.830	46.310	44.790	43.240	41.690	40.120
62	60.000	4.620	55.380	53.780	52.210	50.650	49.100	47.550	45.980	44.400	42.800	41.190	39.590
63	60.000	4.300	55.700	54.070	52.450	50.850	49.240	47.610	45.980	44.320	42.660	41.000	39.370
64	60.000	3.980	56.020	54.340	52.680	51.010	49.330	47.630	45.920	44.190	42.480	40.780	39.100
65	60.000	3.730	56.270	54.540	52.810	51.070	49.320	47.540	45.760	43.980	42.230	40.480	38.740
66	60.000	3.600	56.400	54.610	52.810	50.990	49.160	47.310	45.480	43.660	41.850	40.060	38.270
67	60.000	3.420	56.580	54.710	52.830	50.930	49.020	47.110	45.230	43.360	41.500	39.650	37.820
68	60.000	3.100	56.900	54.940	52.960	50.970	48.990	47.040	45.090	43.160	41.230	39.330	37.460
69	60.000	2.590	57.410	55.340	53.260	51.200	49.150	47.120	45.100	43.090	41.100	39.140	37.230
70	60.000	2.090	57.910	55.730	53.570	51.430	49.300	47.190	45.080	43.000	40.960	38.960	37.020
71	60.000	1.520	58.480	56.210	53.960	51.730	49.510	47.300	45.120	42.970	40.880	38.840	36.860
72	60.000	1.020	58.980	56.620	54.280	51.950	49.630	47.340	45.090	42.890	40.750	38.680	36.660
73	60.000	1.020	58.980	56.540	54.110	51.700	49.310	46.960	44.670	42.450	40.290	38.190	36.120
74	60.000	1.020	58.980	56.440	53.930	51.440	48.990	46.600	44.280	42.030	39.830	37.680	35.550
75	60.000	1.020	58.980	56.350	53.750	51.190	48.690	46.270	43.910	41.620	39.370	37.140	34.950

* Surrender charges are zero by the end of year 10 and in all subsequent years

**PACIFIC LIFE INSURANCE COMPANY
FORM P12PPC**

APPENDIX 2: TABLE OF MAXIMUM EXPENSE ALLOWANCE

Female Smoker, Standard Issue
Table of values per \$1000 of Face Amount.
Nonforfeiture Interest Rate = 3.50%

Unamortized Unused Initial Expense Allowance (UIIEA) as of end of year *

Issue Age	SNFL Initial Expense Allowance (IEA)	Excess First Year Expense	Unused Initial Expense Allowance (UIIEA)	1	2	3	4	5	6	7	8	9	10
30	22.748	2.720	20.028	19.860	19.680	19.510	19.320	19.130	18.940	18.740	18.530	18.320	18.100
31	23.273	2.780	20.493	20.310	20.130	19.940	19.740	19.540	19.340	19.120	18.900	18.680	18.450
32	23.822	2.780	21.042	20.850	20.650	20.450	20.240	20.030	19.810	19.580	19.350	19.110	18.860
33	24.398	2.780	21.618	21.410	21.200	20.990	20.770	20.540	20.300	20.060	19.810	19.550	19.280
34	25.002	2.780	22.222	22.000	21.780	21.550	21.310	21.070	20.820	20.560	20.290	20.010	19.730
35	25.634	2.850	22.784	22.550	22.310	22.070	21.810	21.550	21.280	21.010	20.720	20.430	20.130
36	26.296	2.850	23.446	23.190	22.940	22.680	22.410	22.130	21.840	21.540	21.240	20.920	20.600
37	26.990	2.850	24.140	23.870	23.600	23.310	23.020	22.720	22.410	22.100	21.770	21.440	21.100
38	27.721	2.910	24.811	24.520	24.230	23.930	23.610	23.290	22.960	22.630	22.280	21.930	21.570
39	28.491	2.910	25.581	25.270	24.950	24.630	24.290	23.950	23.600	23.240	22.870	22.490	22.110
40	29.302	2.910	26.392	26.060	25.720	25.370	25.010	24.640	24.270	23.880	23.490	23.090	22.690
41	30.159	2.850	27.309	26.950	26.580	26.210	25.820	25.430	25.020	24.610	24.200	23.770	23.350
42	31.063	2.720	28.343	27.950	27.560	27.150	26.740	26.310	25.880	25.440	25.000	24.550	24.100
43	32.017	2.590	29.427	29.010	28.580	28.140	27.700	27.240	26.780	26.310	25.840	25.360	24.880
44	33.023	2.470	30.553	30.100	29.640	29.170	28.690	28.200	27.710	27.210	26.710	26.200	25.690
45	34.084	2.340	31.744	31.250	30.760	30.250	29.740	29.220	28.700	28.170	27.630	27.090	26.550
46	35.202	2.280	32.922	32.400	31.860	31.320	30.780	30.220	29.670	29.100	28.530	27.960	27.380
47	36.380	2.150	34.230	33.660	33.090	32.520	31.930	31.340	30.750	30.150	29.540	28.930	28.320
48	37.618	2.030	35.588	34.980	34.370	33.750	33.130	32.500	31.860	31.220	30.580	29.930	29.280
49	38.915	1.960	36.955	36.310	35.650	34.990	34.330	33.660	32.980	32.300	31.620	30.930	30.230
50	40.275	1.840	38.435	37.740	37.040	36.340	35.630	34.910	34.190	33.470	32.740	32.000	31.260
51	41.700	2.150	39.550	38.810	38.080	37.330	36.580	35.830	35.070	34.300	33.530	32.750	31.970
52	43.193	2.530	40.663	39.890	39.110	38.320	37.530	36.740	35.930	35.120	34.310	33.490	32.660
53	44.758	2.910	41.848	41.030	40.200	39.370	38.540	37.700	36.850	35.990	35.130	34.260	33.380
54	46.397	3.290	43.107	42.240	41.370	40.490	39.600	38.710	37.810	36.910	35.990	35.070	34.140
55	48.115	3.730	44.385	43.460	42.540	41.610	40.680	39.730	38.780	37.820	36.850	35.880	34.890
56	49.917	3.600	46.317	45.330	44.340	43.340	42.340	41.320	40.300	39.270	38.230	37.180	36.120
57	51.809	3.540	48.269	47.210	46.150	45.080	44.000	42.910	41.810	40.700	39.580	38.460	37.320
58	53.800	3.420	50.380	49.240	48.100	46.950	45.780	44.610	43.430	42.240	41.030	39.820	38.600
59	55.899	3.350	52.549	51.320	50.090	48.850	47.600	46.340	45.070	43.790	42.490	41.190	39.890
60	58.113	3.290	54.823	53.500	52.180	50.850	49.500	48.140	46.770	45.390	44.000	42.600	41.200
61	60.000	3.480	56.520	55.120	53.710	52.280	50.850	49.400	47.940	46.470	45.000	43.520	42.050
62	60.000	3.600	56.400	54.950	53.500	52.030	50.540	49.050	47.550	46.040	44.530	43.020	41.520
63	60.000	3.350	56.650	55.140	53.630	52.100	50.560	49.010	47.460	45.900	44.350	42.800	41.250
64	60.000	3.100	56.900	55.330	53.760	52.170	50.570	48.970	47.360	45.750	44.150	42.570	40.990
65	60.000	2.850	57.150	55.520	53.880	52.230	50.570	48.910	47.250	45.600	43.960	42.330	40.710
66	60.000	2.850	57.150	55.460	53.760	52.050	50.350	48.640	46.940	45.250	43.570	41.900	40.240
67	60.000	2.910	57.090	55.340	53.580	51.820	50.070	48.320	46.580	44.850	43.130	41.420	39.710
68	60.000	2.780	57.220	55.400	53.580	51.760	49.960	48.160	46.370	44.600	42.820	41.060	39.290
69	60.000	2.660	57.340	55.450	53.570	51.700	49.840	47.990	46.150	44.320	42.490	40.660	38.840
70	60.000	2.530	57.470	55.520	53.580	51.650	49.730	47.830	45.930	44.030	42.140	40.250	38.350
71	60.000	2.470	57.530	55.510	53.520	51.530	49.560	47.590	45.620	43.660	41.700	39.740	37.800
72	60.000	2.280	57.720	55.640	53.570	51.520	49.470	47.430	45.390	43.360	41.320	39.300	37.340
73	60.000	2.280	57.720	55.580	53.450	51.320	49.200	47.090	44.980	42.860	40.770	38.740	36.750
74	60.000	1.840	58.160	55.930	53.710	51.490	49.280	47.060	44.850	42.660	40.530	38.450	36.390
75	60.000	1.330	58.670	56.330	54.010	51.690	49.370	47.050	44.750	42.520	40.330	38.170	36.020

* Surrender charges are zero by the end of year 10 and in all subsequent years

PACIFIC LIFE INSURANCE COMPANY

FORM P12PPC

Appendix 3: TABLE OF PER 1000 SURRENDER CHARGES

Male Nonsmoker, Standard Issue
Table of values per \$1000 of Face Amount.

Issue Age	Initial Surrender Charge	<u>Surrender Charge End of Year *</u>									
		1	2	3	4	5	6	7	8	9	10
30	12.750	12.750	12.750	12.750	12.750	12.750	10.200	7.650	5.100	2.550	0.000
31	13.100	13.100	13.100	13.100	13.100	13.100	10.480	7.860	5.240	2.620	0.000
32	13.460	13.460	13.460	13.460	13.460	13.460	10.768	8.076	5.384	2.692	0.000
33	13.860	13.860	13.860	13.860	13.860	13.860	11.088	8.316	5.544	2.772	0.000
34	14.280	14.280	14.280	14.280	14.280	14.280	11.424	8.568	5.712	2.856	0.000
35	14.730	14.730	14.730	14.730	14.730	14.730	11.784	8.838	5.892	2.946	0.000
36	15.220	15.220	15.220	15.220	15.220	15.220	12.176	9.132	6.088	3.044	0.000
37	15.720	15.720	15.720	15.720	15.720	15.720	12.576	9.432	6.288	3.144	0.000
38	16.270	16.270	16.270	16.270	16.270	16.270	13.016	9.762	6.508	3.254	0.000
39	16.840	16.840	16.840	16.840	16.840	16.840	13.472	10.104	6.736	3.368	0.000
40	17.450	17.450	17.450	17.450	17.450	17.450	13.960	10.470	6.980	3.490	0.000
41	18.220	18.220	18.220	18.220	18.220	18.220	14.576	10.932	7.288	3.644	0.000
42	19.030	19.030	19.030	19.030	19.030	19.030	15.224	11.418	7.612	3.806	0.000
43	19.880	19.880	19.880	19.880	19.880	19.880	15.904	11.928	7.952	3.976	0.000
44	20.770	20.770	20.770	20.770	20.770	20.770	16.616	12.462	8.308	4.154	0.000
45	21.700	21.700	21.700	21.700	21.700	21.700	17.360	13.020	8.680	4.340	0.000
46	22.670	22.670	22.670	22.670	22.670	22.670	18.136	13.602	9.068	4.534	0.000
47	23.690	23.690	23.690	23.690	23.690	23.690	18.952	14.214	9.476	4.738	0.000
48	24.770	24.770	24.770	24.770	24.770	24.770	19.816	14.862	9.908	4.954	0.000
49	25.910	25.910	25.910	25.910	25.910	25.910	20.728	15.546	10.364	5.182	0.000
50	27.140	27.140	27.140	27.140	27.140	27.140	21.712	16.284	10.856	5.428	0.000
51	28.000	28.000	28.000	28.000	28.000	28.000	22.400	16.800	11.200	5.600	0.000
52	28.940	28.940	28.940	28.940	28.940	28.940	23.152	17.364	11.576	5.788	0.000
53	29.960	29.960	29.960	29.960	29.960	29.960	23.968	17.976	11.984	5.992	0.000
54	31.070	31.070	31.070	31.070	31.070	31.070	24.856	18.642	12.428	6.214	0.000
55	32.250	32.250	32.250	32.250	32.250	32.250	25.800	19.350	12.900	6.450	0.000
56	33.670	33.670	33.670	33.670	33.670	33.670	26.936	20.202	13.468	6.734	0.000
57	35.180	35.180	35.180	35.180	35.180	35.180	28.144	21.108	14.072	7.036	0.000
58	36.820	36.820	36.820	36.820	36.820	36.820	29.456	22.092	14.728	7.364	0.000
59	38.630	38.630	38.630	38.630	38.630	38.630	30.904	23.178	15.452	7.726	0.000
60	39.020	39.020	39.020	39.020	39.020	39.020	31.216	23.412	15.608	7.804	0.000
61	38.610	38.610	38.610	38.610	38.610	38.610	30.888	23.166	15.444	7.722	0.000
62	38.810	38.810	38.810	38.810	38.810	38.810	31.048	23.286	15.524	7.762	0.000
63	39.010	39.010	39.010	39.010	39.010	39.010	31.208	23.406	15.604	7.802	0.000
64	39.200	39.200	39.200	39.200	39.200	39.200	31.360	23.520	15.680	7.840	0.000
65	39.470	39.470	39.470	39.470	39.470	39.470	31.576	23.682	15.788	7.894	0.000
66	39.630	39.630	39.630	39.630	39.630	39.630	31.704	23.778	15.852	7.926	0.000
67	39.570	39.570	39.570	39.570	39.570	39.570	31.656	23.742	15.828	7.914	0.000
68	39.660	39.660	39.660	39.660	39.660	39.660	31.728	23.796	15.864	7.932	0.000
69	39.500	39.500	39.500	39.500	39.500	39.500	31.600	23.700	15.800	7.900	0.000
70	39.250	39.250	39.250	39.250	39.250	39.250	31.400	23.550	15.700	7.850	0.000
71	38.630	38.630	38.630	38.630	38.630	38.630	30.904	23.178	15.452	7.726	0.000
72	38.120	38.120	38.120	38.120	38.120	38.120	30.496	22.872	15.248	7.624	0.000
73	37.710	37.710	37.710	37.710	37.710	37.710	30.168	22.626	15.084	7.542	0.000
74	36.760	36.760	36.760	36.760	36.760	36.760	29.408	22.056	14.704	7.352	0.000
75	36.070	36.070	36.070	36.070	36.070	36.070	28.856	21.642	14.428	7.214	0.000

* Surrender charges are zero by the end of year 10 and in all subsequent years

PACIFIC LIFE INSURANCE COMPANY
FORM P12PPC

Appendix 3: TABLE OF PER 1000 SURRENDER CHARGES

Female Nonsmoker, Standard Issue
Table of values per \$1000 of Face Amount.

Issue Age	Initial Surrender Charge	<u>Surrender Charge End of Year *</u>									
		1	2	3	4	5	6	7	8	9	10
30	13.300	13.300	13.300	13.300	13.300	13.300	10.640	7.980	5.320	2.660	0.000
31	13.640	13.640	13.640	13.640	13.640	13.640	10.912	8.184	5.456	2.728	0.000
32	13.980	13.980	13.980	13.980	13.980	13.980	11.184	8.388	5.592	2.796	0.000
33	14.350	14.350	14.350	14.350	14.350	14.350	11.480	8.610	5.740	2.870	0.000
34	14.740	14.740	14.740	14.740	14.740	14.740	11.792	8.844	5.896	2.948	0.000
35	15.140	15.140	15.140	15.140	15.140	15.140	12.112	9.084	6.056	3.028	0.000
36	15.570	15.570	15.570	15.570	15.570	15.570	12.456	9.342	6.228	3.114	0.000
37	16.020	16.020	16.020	16.020	16.020	16.020	12.816	9.612	6.408	3.204	0.000
38	16.480	16.480	16.480	16.480	16.480	16.480	13.184	9.888	6.592	3.296	0.000
39	16.990	16.990	16.990	16.990	16.990	16.990	13.592	10.194	6.796	3.398	0.000
40	17.500	17.500	17.500	17.500	17.500	17.500	14.000	10.500	7.000	3.500	0.000
41	18.060	18.060	18.060	18.060	18.060	18.060	14.448	10.836	7.224	3.612	0.000
42	18.650	18.650	18.650	18.650	18.650	18.650	14.920	11.190	7.460	3.730	0.000
43	19.280	19.280	19.280	19.280	19.280	19.280	15.424	11.568	7.712	3.856	0.000
44	19.930	19.930	19.930	19.930	19.930	19.930	15.944	11.958	7.972	3.986	0.000
45	20.630	20.630	20.630	20.630	20.630	20.630	16.504	12.378	8.252	4.126	0.000
46	21.360	21.360	21.360	21.360	21.360	21.360	17.088	12.816	8.544	4.272	0.000
47	22.120	22.120	22.120	22.120	22.120	22.120	17.696	13.272	8.848	4.424	0.000
48	22.930	22.930	22.930	22.930	22.930	22.930	18.344	13.758	9.172	4.586	0.000
49	23.780	23.780	23.780	23.780	23.780	23.780	19.024	14.268	9.512	4.756	0.000
50	24.660	24.660	24.660	24.660	24.660	24.660	19.728	14.796	9.864	4.932	0.000
51	25.300	25.300	25.300	25.300	25.300	25.300	20.240	15.180	10.120	5.060	0.000
52	26.010	26.010	26.010	26.010	26.010	26.010	20.808	15.606	10.404	5.202	0.000
53	26.790	26.790	26.790	26.790	26.790	26.790	21.432	16.074	10.716	5.358	0.000
54	27.610	27.610	27.610	27.610	27.610	27.610	22.088	16.566	11.044	5.522	0.000
55	28.490	28.490	28.490	28.490	28.490	28.490	22.792	17.094	11.396	5.698	0.000
56	29.550	29.550	29.550	29.550	29.550	29.550	23.640	17.730	11.820	5.910	0.000
57	30.690	30.690	30.690	30.690	30.690	30.690	24.552	18.414	12.276	6.138	0.000
58	31.910	31.910	31.910	31.910	31.910	31.910	25.528	19.146	12.764	6.382	0.000
59	33.230	33.230	33.230	33.230	33.230	33.230	26.584	19.938	13.292	6.646	0.000
60	34.640	34.640	34.640	34.640	34.640	34.640	27.712	20.784	13.856	6.928	0.000
61	36.030	36.030	36.030	36.030	36.030	36.030	28.824	21.618	14.412	7.206	0.000
62	37.510	37.510	37.510	37.510	37.510	37.510	30.008	22.506	15.004	7.502	0.000
63	39.140	39.140	39.140	39.140	39.140	39.140	31.312	23.484	15.656	7.828	0.000
64	39.480	39.480	39.480	39.480	39.480	39.480	31.584	23.688	15.792	7.896	0.000
65	39.800	39.800	39.800	39.800	39.800	39.800	31.840	23.880	15.920	7.960	0.000
66	39.790	39.790	39.790	39.790	39.790	39.790	31.832	23.874	15.916	7.958	0.000
67	39.710	39.710	39.710	39.710	39.710	39.710	31.768	23.826	15.884	7.942	0.000
68	39.730	39.730	39.730	39.730	39.730	39.730	31.784	23.838	15.892	7.946	0.000
69	39.720	39.720	39.720	39.720	39.720	39.720	31.776	23.832	15.888	7.944	0.000
70	39.450	39.450	39.450	39.450	39.450	39.450	31.560	23.670	15.780	7.890	0.000
71	39.350	39.350	39.350	39.350	39.350	39.350	31.480	23.610	15.740	7.870	0.000
72	39.030	39.030	39.030	39.030	39.030	39.030	31.224	23.418	15.612	7.806	0.000
73	38.250	38.250	38.250	38.250	38.250	38.250	30.600	22.950	15.300	7.650	0.000
74	37.360	37.360	37.360	37.360	37.360	37.360	29.888	22.416	14.944	7.472	0.000
75	36.480	36.480	36.480	36.480	36.480	36.480	29.184	21.888	14.592	7.296	0.000

* Surrender charges are zero by the end of year 10 and in all subsequent years

PACIFIC LIFE INSURANCE COMPANY
FORM P12PPC

Appendix 3: TABLE OF PER 1000 SURRENDER CHARGES

Male Smoker, Standard Issue
Table of values per \$1000 of Face Amount.

Issue Age	Initial Surrender Charge	<u>Surrender Charge End of Year *</u>									
		1	2	3	4	5	6	7	8	9	10
30	14.570	14.570	14.570	14.570	14.570	14.570	11.656	8.742	5.828	2.914	0.000
31	14.970	14.970	14.970	14.970	14.970	14.970	11.976	8.982	5.988	2.994	0.000
32	15.410	15.410	15.410	15.410	15.410	15.410	12.328	9.246	6.164	3.082	0.000
33	15.890	15.890	15.890	15.890	15.890	15.890	12.712	9.534	6.356	3.178	0.000
34	16.390	16.390	16.390	16.390	16.390	16.390	13.112	9.834	6.556	3.278	0.000
35	16.930	16.930	16.930	16.930	16.930	16.930	13.544	10.158	6.772	3.386	0.000
36	17.490	17.490	17.490	17.490	17.490	17.490	13.992	10.494	6.996	3.498	0.000
37	18.110	18.110	18.110	18.110	18.110	18.110	14.488	10.866	7.244	3.622	0.000
38	18.760	18.760	18.760	18.760	18.760	18.760	15.008	11.256	7.504	3.752	0.000
39	19.440	19.440	19.440	19.440	19.440	19.440	15.552	11.664	7.776	3.888	0.000
40	20.170	20.170	20.170	20.170	20.170	20.170	16.136	12.102	8.068	4.034	0.000
41	21.110	21.110	21.110	21.110	21.110	21.110	16.888	12.666	8.444	4.222	0.000
42	22.100	22.100	22.100	22.100	22.100	22.100	17.680	13.260	8.840	4.420	0.000
43	23.110	23.110	23.110	23.110	23.110	23.110	18.488	13.866	9.244	4.622	0.000
44	24.180	24.180	24.180	24.180	24.180	24.180	19.344	14.508	9.672	4.836	0.000
45	25.280	25.280	25.280	25.280	25.280	25.280	20.224	15.168	10.112	5.056	0.000
46	26.410	26.410	26.410	26.410	26.410	26.410	21.128	15.846	10.564	5.282	0.000
47	27.600	27.600	27.600	27.600	27.600	27.600	22.080	16.560	11.040	5.520	0.000
48	28.860	28.860	28.860	28.860	28.860	28.860	23.088	17.316	11.544	5.772	0.000
49	30.210	30.210	30.210	30.210	30.210	30.210	24.168	18.126	12.084	6.042	0.000
50	31.650	31.650	31.650	31.650	31.650	31.650	25.320	18.990	12.660	6.330	0.000
51	32.760	32.760	32.760	32.760	32.760	32.760	26.208	19.656	13.104	6.552	0.000
52	33.930	33.930	33.930	33.930	33.930	33.930	27.144	20.358	13.572	6.786	0.000
53	35.170	35.170	35.170	35.170	35.170	35.170	28.136	21.102	14.068	7.034	0.000
54	36.450	36.450	36.450	36.450	36.450	36.450	29.160	21.870	14.580	7.290	0.000
55	36.840	36.840	36.840	36.840	36.840	36.840	29.472	22.104	14.736	7.368	0.000
56	36.990	36.990	36.990	36.990	36.990	36.990	29.592	22.194	14.796	7.398	0.000
57	37.110	37.110	37.110	37.110	37.110	37.110	29.688	22.266	14.844	7.422	0.000
58	37.260	37.260	37.260	37.260	37.260	37.260	29.808	22.356	14.904	7.452	0.000
59	37.420	37.420	37.420	37.420	37.420	37.420	29.936	22.452	14.968	7.484	0.000
60	37.600	37.600	37.600	37.600	37.600	37.600	30.080	22.560	15.040	7.520	0.000
61	37.410	37.410	37.410	37.410	37.410	37.410	29.928	22.446	14.964	7.482	0.000
62	37.200	37.200	37.200	37.200	37.200	37.200	29.760	22.320	14.880	7.440	0.000
63	37.470	37.470	37.470	37.470	37.470	37.470	29.976	22.482	14.988	7.494	0.000
64	37.710	37.710	37.710	37.710	37.710	37.710	30.168	22.626	15.084	7.542	0.000
65	37.880	37.880	37.880	37.880	37.880	37.880	30.304	22.728	15.152	7.576	0.000
66	37.790	37.790	37.790	37.790	37.790	37.790	30.232	22.674	15.116	7.558	0.000
67	37.670	37.670	37.670	37.670	37.670	37.670	30.136	22.602	15.068	7.534	0.000
68	37.530	37.530	37.530	37.530	37.530	37.530	30.024	22.518	15.012	7.506	0.000
69	37.380	37.380	37.380	37.380	37.380	37.380	29.904	22.428	14.952	7.476	0.000
70	37.210	37.210	37.210	37.210	37.210	37.210	29.768	22.326	14.884	7.442	0.000
71	36.530	36.530	36.530	36.530	36.530	36.530	29.224	21.918	14.612	7.306	0.000
72	35.840	35.840	35.840	35.840	35.840	35.840	28.672	21.504	14.336	7.168	0.000
73	34.990	34.990	34.990	34.990	34.990	34.990	27.992	20.994	13.996	6.998	0.000
74	34.080	34.080	34.080	34.080	34.080	34.080	27.264	20.448	13.632	6.816	0.000
75	33.410	33.410	33.410	33.410	33.410	33.410	26.728	20.046	13.364	6.682	0.000

* Surrender charges are zero by the end of year 10 and in all subsequent years

PACIFIC LIFE INSURANCE COMPANY
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Appendix 3: TABLE OF PER 1000 SURRENDER CHARGES

Female Smoker, Standard Issue
Table of values per \$1000 of Face Amount.

Issue Age	Initial Surrender Charge	<u>Surrender Charge End of Year *</u>									
		1	2	3	4	5	6	7	8	9	10
30	15.160	15.160	15.160	15.160	15.160	15.160	12.128	9.096	6.064	3.032	0.000
31	15.560	15.560	15.560	15.560	15.560	15.560	12.448	9.336	6.224	3.112	0.000
32	15.990	15.990	15.990	15.990	15.990	15.990	12.792	9.594	6.396	3.198	0.000
33	16.430	16.430	16.430	16.430	16.430	16.430	13.144	9.858	6.572	3.286	0.000
34	16.890	16.890	16.890	16.890	16.890	16.890	13.512	10.134	6.756	3.378	0.000
35	17.380	17.380	17.380	17.380	17.380	17.380	13.904	10.428	6.952	3.476	0.000
36	17.890	17.890	17.890	17.890	17.890	17.890	14.312	10.734	7.156	3.578	0.000
37	18.410	18.410	18.410	18.410	18.410	18.410	14.728	11.046	7.364	3.682	0.000
38	18.970	18.970	18.970	18.970	18.970	18.970	15.176	11.382	7.588	3.794	0.000
39	19.560	19.560	19.560	19.560	19.560	19.560	15.648	11.736	7.824	3.912	0.000
40	20.200	20.200	20.200	20.200	20.200	20.200	16.160	12.120	8.080	4.040	0.000
41	20.940	20.940	20.940	20.940	20.940	20.940	16.752	12.564	8.376	4.188	0.000
42	21.740	21.740	21.740	21.740	21.740	21.740	17.392	13.044	8.696	4.348	0.000
43	22.590	22.590	22.590	22.590	22.590	22.590	18.072	13.554	9.036	4.518	0.000
44	23.480	23.480	23.480	23.480	23.480	23.480	18.784	14.088	9.392	4.696	0.000
45	24.420	24.420	24.420	24.420	24.420	24.420	19.536	14.652	9.768	4.884	0.000
46	25.410	25.410	25.410	25.410	25.410	25.410	20.328	15.246	10.164	5.082	0.000
47	26.450	26.450	26.450	26.450	26.450	26.450	21.160	15.870	10.580	5.290	0.000
48	27.550	27.550	27.550	27.550	27.550	27.550	22.040	16.530	11.020	5.510	0.000
49	28.700	28.700	28.700	28.700	28.700	28.700	22.960	17.220	11.480	5.740	0.000
50	29.880	29.880	29.880	29.880	29.880	29.880	23.904	17.928	11.952	5.976	0.000
51	30.810	30.810	30.810	30.810	30.810	30.810	24.648	18.486	12.324	6.162	0.000
52	31.760	31.760	31.760	31.760	31.760	31.760	25.408	19.056	12.704	6.352	0.000
53	32.750	32.750	32.750	32.750	32.750	32.750	26.200	19.650	13.100	6.550	0.000
54	33.780	33.780	33.780	33.780	33.780	33.780	27.024	20.268	13.512	6.756	0.000
55	34.830	34.830	34.830	34.830	34.830	34.830	27.864	20.898	13.932	6.966	0.000
56	36.400	36.400	36.400	36.400	36.400	36.400	29.120	21.840	14.560	7.280	0.000
57	38.020	38.020	38.020	38.020	38.020	38.020	30.416	22.812	15.208	7.604	0.000
58	38.550	38.550	38.550	38.550	38.550	38.550	30.840	23.130	15.420	7.710	0.000
59	38.640	38.640	38.640	38.640	38.640	38.640	30.912	23.184	15.456	7.728	0.000
60	38.710	38.710	38.710	38.710	38.710	38.710	30.968	23.226	15.484	7.742	0.000
61	38.550	38.550	38.550	38.550	38.550	38.550	30.840	23.130	15.420	7.710	0.000
62	38.390	38.390	38.390	38.390	38.390	38.390	30.712	23.034	15.356	7.678	0.000
63	38.590	38.590	38.590	38.590	38.590	38.590	30.872	23.154	15.436	7.718	0.000
64	38.790	38.790	38.790	38.790	38.790	38.790	31.032	23.274	15.516	7.758	0.000
65	38.980	38.980	38.980	38.980	38.980	38.980	31.184	23.388	15.592	7.796	0.000
66	38.890	38.890	38.890	38.890	38.890	38.890	31.112	23.334	15.556	7.778	0.000
67	38.800	38.800	38.800	38.800	38.800	38.800	31.040	23.280	15.520	7.760	0.000
68	38.830	38.830	38.830	38.830	38.830	38.830	31.064	23.298	15.532	7.766	0.000
69	38.850	38.850	38.850	38.850	38.850	38.850	31.080	23.310	15.540	7.770	0.000
70	38.840	38.840	38.840	38.840	38.840	38.840	31.072	23.304	15.536	7.768	0.000
71	38.800	38.800	38.800	38.800	38.800	38.800	31.040	23.280	15.520	7.760	0.000
72	38.710	38.710	38.710	38.710	38.710	38.710	30.968	23.226	15.484	7.742	0.000
73	38.220	38.220	38.220	38.220	38.220	38.220	30.576	22.932	15.288	7.644	0.000
74	37.630	37.630	37.630	37.630	37.630	37.630	30.104	22.578	15.052	7.526	0.000
75	36.660	36.660	36.660	36.660	36.660	36.660	29.328	21.996	14.664	7.332	0.000

* Surrender charges are zero by the end of year 10 and in all subsequent years

PACIFIC LIFE INSURANCE COMPANY

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Appendix 4

2001 CSO Mortality and Maximum Cost of Insurance Rates

2001 CSO Table ALB
Annual Rates per 1000

Age	Female Nonsmoker	Female Smoker	Male Nonsmoker	Male Smoker
30	0.66	1.07	1.02	1.80
31	0.70	1.15	1.01	1.81
32	0.74	1.23	1.02	1.84
33	0.79	1.33	1.05	1.90
34	0.85	1.46	1.07	1.97
35	0.92	1.59	1.12	2.05
36	0.99	1.72	1.17	2.17
37	1.05	1.83	1.24	2.31
38	1.10	1.94	1.33	2.48
39	1.16	2.06	1.41	2.67
40	1.23	2.19	1.52	2.90
41	1.31	2.34	1.65	3.18
42	1.40	2.53	1.81	3.51
43	1.51	2.74	2.00	3.90
44	1.64	2.99	2.21	4.34
45	1.79	3.28	2.44	4.78
46	1.97	3.62	2.67	5.22
47	2.18	4.04	2.86	5.59
48	2.41	4.54	3.01	5.87
49	2.67	5.10	3.20	6.23
50	2.96	5.70	3.45	6.70
51	3.29	6.36	3.77	7.31
52	3.66	7.07	4.16	8.05
53	4.05	7.84	4.61	8.94
54	4.46	8.66	5.18	10.00
55	4.93	9.53	5.82	11.13
56	5.44	10.46	6.48	12.30
57	5.98	11.40	7.12	13.38
58	6.54	12.38	7.76	14.41
59	7.11	13.43	8.51	15.62
60	7.71	14.52	9.42	17.11
61	8.37	15.70	10.53	18.93
62	9.07	16.95	11.82	21.02
63	9.81	18.23	13.23	23.26
64	10.62	19.61	14.70	25.50
65	11.52	21.10	16.23	27.69
66	12.50	22.72	17.78	29.81
67	13.59	24.52	19.40	31.95
68	14.80	26.49	21.11	34.14
69	16.12	28.66	23.03	36.55
70	17.61	31.11	25.27	39.31
71	19.31	33.85	27.99	42.70
72	21.17	36.83	31.17	46.64
73	23.20	40.08	34.52	50.61
74	25.45	43.48	38.12	54.91
75	27.92	47.05	42.04	59.69

Maximum Cost of Insurance Rates
Monthly Rates per 1000

Age	Female Nonsmoker	Female Smoker	Male Nonsmoker	Male Smoker
30	0.0550	0.0892	0.0850	0.1501
31	0.0584	0.0959	0.0842	0.1510
32	0.0617	0.1026	0.0850	0.1535
33	0.0659	0.1109	0.0875	0.1585
34	0.0709	0.1217	0.0892	0.1643
35	0.0767	0.1326	0.0934	0.1710
36	0.0825	0.1434	0.0976	0.1810
37	0.0875	0.1526	0.1034	0.1927
38	0.0917	0.1618	0.1109	0.2069
39	0.0967	0.1718	0.1176	0.2228
40	0.1026	0.1827	0.1268	0.2420
41	0.1092	0.1952	0.1376	0.2654
42	0.1167	0.2111	0.1510	0.2930
43	0.1259	0.2286	0.1668	0.3256
44	0.1368	0.2495	0.1844	0.3624
45	0.1493	0.2737	0.2036	0.3992
46	0.1643	0.3022	0.2228	0.4360
47	0.1818	0.3373	0.2386	0.4670
48	0.2011	0.3791	0.2512	0.4905
49	0.2228	0.4260	0.2671	0.5207
50	0.2470	0.4762	0.2880	0.5601
51	0.2746	0.5316	0.3147	0.6112
52	0.3055	0.5911	0.3473	0.6733
53	0.3381	0.6557	0.3850	0.7481
54	0.3724	0.7245	0.4327	0.8372
55	0.4118	0.7977	0.4863	0.9323
56	0.4545	0.8759	0.5416	1.0308
57	0.4997	0.9550	0.5953	1.1219
58	0.5466	1.0376	0.6490	1.2088
59	0.5944	1.1261	0.7119	1.3111
60	0.6448	1.2181	0.7884	1.4371
61	0.7002	1.3178	0.8818	1.5914
62	0.7590	1.4236	0.9904	1.7688
63	0.8212	1.5320	1.1092	1.9593
64	0.8893	1.6490	1.2333	2.1502
65	0.9651	1.7756	1.3627	2.3373
66	1.0477	1.9133	1.4939	2.5188
67	1.1396	2.0667	1.6312	2.7023
68	1.2418	2.2348	1.7764	2.8905
69	1.3534	2.4203	1.9397	3.0981
70	1.4795	2.6302	2.1306	3.3364
71	1.6236	2.8656	2.3630	3.6299
72	1.7815	3.1222	2.6354	3.9723
73	1.9542	3.4030	2.9232	4.3186
74	2.1460	3.6976	3.2336	4.6952
75	2.3570	4.0080	3.5727	5.1157

PACIFIC LIFE INSURANCE COMPANY

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Appendix 4

2001 CSO Mortality and Maximum Cost of Insurance Rates

2001 CSO Table ALB
Annual Rates per 1000

Age	Female Nonsmoker	Female Smoker	Male Nonsmoker	Male Smoker
76	30.63	50.91	46.46	64.99
77	33.63	55.07	51.60	71.12
78	36.90	59.56	57.57	78.15
79	40.49	64.39	64.26	85.89
80	44.95	70.41	71.72	94.35
81	50.43	77.77	79.83	103.34
82	56.23	85.35	88.42	112.59
83	62.32	93.09	97.80	122.45
84	69.11	101.15	108.23	133.60
85	75.99	108.60	119.83	146.24
86	84.12	117.21	132.59	159.95
87	94.16	127.89	146.38	174.52
88	104.75	138.58	161.04	189.71
89	115.29	148.36	176.42	205.33
90	123.05	153.92	191.74	220.42
91	130.47	158.48	206.82	234.78
92	142.77	168.33	222.62	249.52
93	159.44	182.27	239.28	264.76
94	180.20	201.70	256.83	281.02
95	202.79	224.62	274.21	297.39
96	225.04	246.45	291.18	312.93
97	239.48	259.40	309.26	329.31
98	247.32	264.59	328.54	346.60
99	263.59	278.57	349.11	364.85
100	284.74	297.48	368.76	381.92
101	307.72	317.92	386.19	396.51
102	333.04	340.13	404.73	411.85
103	360.70	364.04	424.44	427.96
104	390.85	391.63	445.27	446.33
105	422.71	423.44	467.21	468.20
106	455.32	455.99	490.50	491.42
107	488.47	489.10	515.21	516.07
108	522.19	522.77	541.43	542.21
109	557.03	557.56	569.22	569.94
110	591.95	592.43	598.65	599.30
111	625.61	626.05	629.83	630.41
112	657.76	658.15	662.83	663.35
113	690.78	691.12	697.75	698.19
114	732.05	732.34	734.65	735.03
115	771.34	771.59	773.63	773.95
116	812.35	812.54	814.76	815.02
117	855.90	856.04	858.13	858.32
118	896.58	896.68	903.80	903.92
119	939.06	939.11	951.67	951.74
120	1000.00	1000.00	1000.00	1000.00

Maximum Cost of Insurance Rates
Monthly Rates per 1000

Age	Female Nonsmoker	Female Smoker	Male Nonsmoker	Male Smoker
76	2.5891	4.3448	3.9566	5.5842
77	2.8466	4.7092	4.4052	6.1291
78	3.1283	5.1042	4.9289	6.7581
79	3.4385	5.5310	5.5195	7.4558
80	3.8253	6.0658	6.1826	8.2245
81	4.3029	6.7240	6.9091	9.0487
82	4.8111	7.4069	7.6850	9.9046
83	5.3479	8.1096	8.5399	10.8261
84	5.9501	8.8472	9.5002	11.8796
85	6.5644	9.5344	10.5803	13.0890
86	7.2957	10.3352	11.7836	14.4195
87	8.2072	11.3385	13.1025	15.8555
88	9.1786	12.3541	14.5261	17.3775
89	10.1560	13.2935	16.0444	18.9701
90	10.8825	13.8319	17.5829	20.5362
91	11.5826	14.2759	19.1235	22.0525
92	12.7554	15.2426	20.7668	23.6364
93	14.3697	16.6288	22.5331	25.3042
94	16.4216	18.5975	24.4324	27.1190
95	0.0000	0.0000	0.0000	0.0000
96	0.0000	0.0000	0.0000	0.0000
97	0.0000	0.0000	0.0000	0.0000
98	0.0000	0.0000	0.0000	0.0000
99	0.0000	0.0000	0.0000	0.0000
100	0.0000	0.0000	0.0000	0.0000
101	0.0000	0.0000	0.0000	0.0000
102	0.0000	0.0000	0.0000	0.0000
103	0.0000	0.0000	0.0000	0.0000
104	0.0000	0.0000	0.0000	0.0000
105	0.0000	0.0000	0.0000	0.0000
106	0.0000	0.0000	0.0000	0.0000
107	0.0000	0.0000	0.0000	0.0000
108	0.0000	0.0000	0.0000	0.0000
109	0.0000	0.0000	0.0000	0.0000
110	0.0000	0.0000	0.0000	0.0000
111	0.0000	0.0000	0.0000	0.0000
112	0.0000	0.0000	0.0000	0.0000
113	0.0000	0.0000	0.0000	0.0000
114	0.0000	0.0000	0.0000	0.0000
115	0.0000	0.0000	0.0000	0.0000
116	0.0000	0.0000	0.0000	0.0000
117	0.0000	0.0000	0.0000	0.0000
118	0.0000	0.0000	0.0000	0.0000
119	0.0000	0.0000	0.0000	0.0000
120	0.0000	0.0000	0.0000	0.0000

PACIFIC LIFE INSURANCE COMPANY

FORM P12PPC

Appendix 5

Guaranteed Coverage Charge

Monthly Charge Per 1000 of Face Amount

Charges for Policy Months 1 through 120

Charges in Subsequent Months Guaranteed at Zero

Issue Age	Female Nonsmoker	Female Smoker	Male Nonsmoker	Male Smoker
30	0.3900	0.4300	0.7000	0.7800
31	0.3900	0.4400	0.7000	0.7900
32	0.3900	0.4400	0.7000	0.8000
33	0.3800	0.4400	0.7000	0.8000
34	0.3800	0.4400	0.7000	0.8100
35	0.3700	0.4500	0.7000	0.8100
36	0.3600	0.4500	0.6900	0.8200
37	0.3600	0.4500	0.6900	0.8200
38	0.3500	0.4600	0.6800	0.8300
39	0.3400	0.4600	0.6800	0.8300
40	0.3300	0.4600	0.6700	0.8400
41	0.3200	0.4500	0.6400	0.8100
42	0.3100	0.4300	0.6000	0.7800
43	0.3000	0.4100	0.5700	0.7500
44	0.2800	0.3900	0.5300	0.7200
45	0.2700	0.3700	0.4900	0.6900
46	0.2500	0.3600	0.4500	0.6600
47	0.2400	0.3400	0.4100	0.6300
48	0.2200	0.3200	0.3700	0.6000
49	0.2100	0.3100	0.3300	0.5700
50	0.1900	0.2900	0.2800	0.5300
51	0.2300	0.3400	0.3200	0.5800
52	0.2700	0.4000	0.3600	0.6300
53	0.3000	0.4600	0.4000	0.6900
54	0.3300	0.5200	0.4300	0.7500
55	0.3700	0.5900	0.4600	0.8100
56	0.3800	0.5700	0.4600	0.7900
57	0.3900	0.5600	0.4600	0.7600
58	0.3900	0.5400	0.4500	0.7400
59	0.3900	0.5300	0.4300	0.7100
60	0.3900	0.5200	0.4000	0.6800
61	0.4000	0.5500	0.4900	0.7100
62	0.4100	0.5700	0.4500	0.7300
63	0.4100	0.5300	0.4100	0.6800
64	0.3600	0.4900	0.3600	0.6300
65	0.2800	0.4500	0.3000	0.5900
66	0.2900	0.4500	0.2500	0.5700
67	0.3000	0.4600	0.2400	0.5400
68	0.2900	0.4400	0.2000	0.4900
69	0.2800	0.4200	0.2100	0.4100
70	0.3200	0.4000	0.2300	0.3300
71	0.3200	0.3900	0.3100	0.2400
72	0.3600	0.3600	0.3600	0.1600
73	0.4800	0.3600	0.3700	0.1600
74	0.6000	0.2900	0.3300	0.1600
75	0.6600	0.2100	0.2300	0.1600

PACIFIC LIFE INSURANCE COMPANY

Form P12PPC

APPENDIX 6

Demonstration of Excess First Year Expense Calculation

The excess first year expense is equal to the first year expense less the average of the yearly expense during years two through twenty. The yearly expense is equal to the administrative charge plus the face amount charge plus the premium load.

The formula for calculating the excess first year expense is:

$$\text{EXCESS} = 12 \times \left(\frac{\left(AC_1 - \frac{\sum_{J=2}^{20} AC_J}{19} \right)}{\text{FACE}} + \left(CC_1 - \frac{\sum_{J=2}^{20} CC_J}{19} \right) \right) + \text{PREM} \times \left(\text{PLOAD}_1 - \frac{\sum_{J=2}^{20} \text{PLOAD}_J}{19} \right)$$

EXCESS = Excess First Year Expense.

AC_t = Guaranteed Monthly Administration Charge per 1000 in year t.

CC_t = Guaranteed Monthly Coverage Charge per 1000 in year t.

FACE = Face Amount (\$000's).

PREM = Life Premium per 1000.

PLOAD_t = Guaranteed Premium Load Rate in year t.

EXAMPLE:

Female Nonsmoker age 35

Face = 25,000

Premium = Minimum Required Premium

AC = \$0.00 per month

CC = \$0.37 per \$1,000 per month for years 1-10, 0.0000 per \$1,000 per month years 11+

FACE = 25

PREM = 268.28

PLOAD = 4.00% of Premium

The excess first year expense is:

$$\begin{aligned} \text{EXCESS} &= 12 \times \left[(0.00 - (19 \times 0.00)/19)/25 + 0.37 - (9 \times 0.37 + 10 \times 0.0000)/19 + 268.28 \times (4.00\% - (19 \times 4.00\%)/19) \right] \\ &= 2.3368 \end{aligned}$$

Rounded up to the nearest \$.01, this becomes \$2.34.



PACIFIC LIFE INSURANCE COMPANY

ACTUARIAL MEMORANDUM

Qualified Long-Term Care Riders R12ABR, R12EBR

1. Purpose of Filing

This actuarial memorandum has been prepared for the purpose of demonstrating that the rider rate filing is in compliance with applicable laws and regulations. These riders are only sold on a single premium basis along with the Flexible Premium Adjustable Life Insurance Policy (UL), form P12PPC (base policy).

2. Plan Description

A. Coverage Summary

Accelerated Benefit Rider – Form R12ABR

The Accelerated Benefit Rider (ABR) is a required rider to the base Universal Life policy. It pays an Accelerated Benefit to the insured, as an acceleration of the underlying policy specified amount each month, when the insured is a Chronically Ill individual (unable to perform 2 or more of 6 Activities of Daily Living (ADL's) and/or is Cognitively Impaired) who is receiving qualified Long-Term Care services. A monthly maximum applies for care received in Nursing Facilities or Assisted Living Facilities, and for Home and Community Care, Alternative Care, Bed Reservation, Respite Care, Caregiver Training, Supportive Equipment and International Coverage. The face amount is reduced proportionally as acceleration benefits are paid.

Rider benefits are subject to a 90 service day elimination period from the date of claim eligibility for Nursing Home or Assisted Living Facility confinement, with no elimination period applying to home health care or other services. The elimination period only needs to be satisfied once in a lifetime.

The ABR benefit duration period is 2 years (24 months). The Maximum Monthly ABR Benefit Amount will then be the face amount at issue divided by 24. At issue, the Maximum ABR Limit is equal to the face amount. The actual monthly benefit payment is equal to the lesser of the Maximum Monthly ABR Benefit Amount, the actual Covered Care expenses incurred (except for Caregiver Training, Home Modification or Durable Medical Equipment) or the remaining Maximum ABR limit. Caregiver Training, Home Modification or Durable Medical Equipment are subject to separate lifetime maximums and are not subject to the Maximum Monthly ABR Benefit Amount.

The International Benefit is a cash benefit, payable for nursing home stays only. The monthly benefit payment equals the Maximum Monthly ABR Benefit Amount.

The benefit period will be extended if actual expenses are less than the monthly maximum. The benefit period could also be decreased by payments for Caregiver Training, Home Modification, or Durable Medical Equipment.

Optional Extended Benefit Rider – Form R12EBR

If the Maximum Benefit Amount for Accelerated Benefits is paid, coverage may continue for qualifying services via the Extended Benefit rider (EBR), if purchased, until the EBR Maximum Benefit Amount is fully paid out.

At policy issue, the Maximum Monthly EBR Benefit amount is the same as the Maximum Monthly ABR Benefit amount. The EBR benefit period may be 12, 24, 36, 48, 60, or 72 months. The Maximum EBR Benefit Limit is equal to the Maximum Monthly EBR Benefit amount multiplied by the number of months in the EBR Benefit Duration Period. The actual monthly benefit payment is equal to the lesser of the Maximum Monthly EBR Benefit amount, the actual Covered Care expenses incurred (except for Caregiver Training, Home Modification or Durable Medical Equipment) or the remaining Maximum EBR limit.

Optional Inflation Benefit

Three types of inflation options - 5% compound, 3% simple and 5% simple - are offered to both the ABR and the EBR. The inflation options inflate the Maximum Monthly ABR Benefit Amount, the remaining Maximum ABR Limit, the Maximum Monthly EBR Benefit Amount and the remaining Maximum EBR Limit. An ABR and EBR on the same policy cannot have different inflation options, nor can an inflation option be selected for one rider and rejected for the other.

Return of Premium Benefit

Both the ABR and the EBR offer a Return of Premium Benefit (ROP), which is payable if the policy is surrendered or lapsed.

The following paragraph describes the effect of benefits received under the ABR and the Terminal Illness Benefit (TIB) upon the Return of Premium Benefit.

At issue, the ABR ROP equals the ABR premium, and the EBR ROP equals the EBR premium. After issue, any acceleration from either the TIB or the ABR will first reduce the base Life ROP. After the Life ROP is reduced to zero, any excess TIB or ABR will reduce the ABR ROP. After the ABR ROP is reduced to zero, the EBR, the excess Terminal Illness Benefit and the ABR will reduce the EBR ROP.

Nonforfeiture Benefit Option

A nonforfeiture option for LTC is available to the EBR. For the EBR, the policyholder may either elect the Return of Premium Benefit or the Nonforfeiture Benefit. The policyholder may change the elected benefit any time before lapse.

The Nonforfeiture Benefit Limit under this rider will be an amount equal to the greater of:

- a) one month Maximum Monthly EBR Benefit Amount; or
- b) an amount equal to the single premium paid for the EBR.

However, the Nonforfeiture Benefit Limit will never be greater than the remaining benefit amount payable if the rider would have stayed in force.

Also the Nonforfeiture Benefit Limit is reduced by the sum of all benefits previously paid under this Rider.

Benefit Eligibility

To be eligible for benefits, the insured must be Chronically Ill, meaning either (1) unable to perform at least two of six ADLs without Substantial Assistance due to a loss of functional capacity expected to last at least 90 days, or (2) requiring Substantial Supervision for protection from threats to health and safety due to Severe Cognitive Impairment.

Written certification from a Licensed Health Care Practitioner that the eligibility conditions are met must be made at least once every twelve months.

Base Plan

These long-term care riders are being offered to a Flexible Premium Universal Life contract. It provides for a death benefit that is payable upon the insured's death as long as the policy is in-force at the time of the insured's death. The LTC rider premiums are excluded from the underlying policy's accumulated value.

B. Renewability

These riders are Non-Cancelable, subject to the Termination Provisions in the riders.

C. Issue Ages

These riders are available for issue ages 30 through 75.

D. General Marketing Method

Sales on this rider will be made to individuals purchasing a single premium Universal life policy, by independent agents and by career agents exclusively contracted with Pacific Life Insurance and its affiliates.

3. Rider Premiums

All costs for these riders will be assessed as a single premium at issue. The rider premiums equal a unit rate multiplied by the base Universal life policy face amount. The rates vary by issue age, couples discount eligibility, gender, inflation options and LTC rider benefit period options.

The rider premiums were calculated by modeling the effect of the rider benefits on the expected cash flows of the underlying life policy, and profit-testing rider premiums to achieve the desired target profit level.

The couples discount is applied when the insured is legally married or has a partner in a civil union or domestic partnership. The discount reflects the expected reduction in claim cost that results from the insured receiving some level of care outside the insurance arrangement.

Rider premium rates are shown in Appendix A.

A comparison of total premium rates (policy plus rider rates) is shown in Appendix B. This comparison is between rates in this filing and rates from forms P11PPC, R11ABR, and R11EBR which are currently approved for sale.

These two products provide the same covered benefits for Long-Term Care services. With the exception of some rates for Male Smokers between issue age 72 and 75, none of the rates in this filing are less than the rates in the currently approved product. The decrease is due to a reduction in the life premium rates for these policies.

4. Underwriting

Underwriting is performed at the time of application through a telephone interview. Each applicant is individually underwritten through a simplified application containing medical history questions. Cognitive testing is conducted on all applicants. The telephone interview will also ask other health questions, and a prescription drug database will be utilized.

5. Actuarial Assumptions

A. Lapses (annual percentages)

Lapses (annual percentages) for UL with the ABR are based on industry data and the product design. At issue, they range from 3.1% to 8.0%, varying by issue age. They are level for the first 3 years and then start decreasing in year 4. By year 6 they are in a narrow range, from 1.0% to 3.5% and continue to grade down to zero by attained age 95.

B. Morbidity

Morbidity assumptions based on the Milliman 2009 Long-Term Care Claim Cost Guidelines were utilized. These Guidelines are based on experience of clients and the expertise and judgment of Milliman actuaries.

C. Mortality

Active Life Mortality

Mortality rates for active lives are based on the company's retail life experience appropriate for the base policy underwriting.

Disabled Life Mortality

Mortality rates for disabled lives were developed taking into consideration the disabled life mortality experience from other carriers on similar products, industry experience and Social Security data.

D. Expenses - CONFIDENTIAL

- 1) Underwriting Expenses (life plus LTC riders)

Underwriting Expenses vary by issue age, and range from \$199 to \$370 per policy.

2) Rider Claim Expense

Rider claim expense is calculated as 5.00% of paid claims per annum.

E. Average Annual Premium

Based on the above stated distributions, the average single premium for the ABR is \$240.09 per \$1,000 specified amount issued on the base policy and \$171.90 for the EBR. The ABR average is calculated over all policies. The EBR average is calculated over all policies, including those that do not elect EBR benefits. The average issue age is 61.

F. Reserve

Claim reserves for the ABR are calculated as the present value of the future Net Amount at Risk payouts discounted at the NAIC prescribed valuation interest rate using best estimate morbidity assumptions. Claim reserves for the EBR are calculated as the present value of incurred future benefit claim payments discounted at the NAIC prescribed valuation interest rate using best estimate morbidity assumptions.

The ABR policy reserve, including any inflation protection benefit on the ABR benefits, is based on a Net Single Premium (NSP) approach. The ABR NSP is the present value of the future incurred ABR net claim costs calculated based on the NAIC LTC regulation using a prescribed valuation interest rate of 3.50%, valuation mortality of 1994 GAM, and lapse allowance. The ABR LTC net claim costs per new claim are the difference between the incurred ABR benefits and future death benefit (DB) savings. The incurred ABR benefit per claim at each attained age is the sum of the future expected ABR LTC payments discounted at the valuation interest rate. Future DB savings per new claim equals the sum of the product of the total ABR payments through the time of claim termination and the corresponding life net single premium at the time of termination.

The EBR, including any inflation protection benefit and Non-forfeiture benefit reserves, are also based on a NSP approach. The NSP is the present value of future incurred LTC EBR benefits including any inflation protection benefits during the EBR period and Non-forfeiture Benefits, using the NAIC LTC

regulation prescribed valuation interest rates (3.50%), valuation mortality (94 GAM), lapse allowance, and pricing LTC assumptions for claim incidence and claim termination rates.

The total policy reserve for the Universal Life contract with LTC rider is $\text{Max}\{a, b, \text{Max}[c, d] + e + f\}$, where:

- a) Return of Premium amount inforce
- b) Accumulated Value less Surrender Charge
- c) CRVM reserves for the base life policy
- d) Life Alternative Minimum Reserves
- e) Policy reserves for the LTC riders
- f) Life Residual Death Benefit reserves

At no time will the reserves for the life insurance policy with the ABR be less than the reserves for the life insurance policy without the ABR.

G. Other Assumptions

For items not noted above, assumptions used were consistent with the pricing of the underlying life policy.

If any of the assumptions used are found to be invalid, charges for new issues may need to be adjusted in the future.

6. Effect of the LTC riders on the underlying policy

The underlying base life policy has its own separate premium rate, so that the total premium equals the base policy premium plus the LTC rider premiums.

The base life policy has the same accumulated value, loan amount, and reserves it would have without the riders.

The base policy is not sold by itself and the ABR must be attached to the base policy at issue.

While in ABR claim status, the death benefits are reduced proportionately as acceleration benefits are paid, cash values are proportionately reduced, reserves are proportionately reduced and loans are proportionately reduced via reductions to the net acceleration payout.

The payments from an EBR claim have no effect on base policy values.

7. Certification

I, Pierre Delisle, am an actuary for Pacific Life Insurance Company and a member of the American Academy of Actuaries. I meet the Academy's qualification standards for rendering this opinion and am familiar with the current and proposed requirements for filing premiums for Long-Term Care benefit riders attached to the life base policies. I hereby certify that to the best of my knowledge and judgment that:

- (1) These rider rate filings are in compliance with the applicable laws and regulations in the state where they are filed.
- (2) These rider rate filings comply with all appropriate Actuarial Standards of Practice as adopted by the Actuarial Standards Board.
- (3) The nonforfeiture benefits offered or provided under the policy are in compliance with the requirements of § 8, Nonforfeiture Benefits, of the Model Act.
- (4) An inflation protection benefit offered or provided under the policy is in compliance with the requirements of § 13A and F, Requirement to Offer Inflation Protection, of the Model Regulation.
- (5) The initial premium schedule is sufficient to cover anticipated costs under moderately adverse experience, and the premium schedule is reasonably expected to be sustainable over the life of the form with no future premium increases expected. The moderately adverse scenarios tested were: a 10% increase in incidence, a 10% decrease in mortality rate, a 50 basis point decrease in investment earned rate, and 50% of the original pricing lapses.

Based on the results of these moderately adverse scenarios and other testing, we believe the margins for this product are sufficient. Also, while there is some margin deviation for cells varying by ages, sexes, plans, or states, most cells are individually self-sufficient from a profit margin standpoint.

- (6) The rider design and coverage provided have been reviewed and taken into consideration. We reviewed the policy language and believed that it is consistent with our understanding.

- (7) The underwriting and claims adjudication processes have been reviewed and taken into consideration. Specifically, the company's underwriting protocols, application and tools have been reviewed and underwriting selection factors that are consistent with the company's underwriting procedures have been developed.
- (8) (I) The reserve method for the LTC riders is described in section 5(G) above.
- (II) The assumptions used for reserves contain reasonable margins for adverse experience.
- (III) Due to the single premium structure, as described in section 5(G) above, the policy reserves for the LTC riders are calculated using a Net Single Premium (NSP) approach. Under this approach, the reserve is equal to the present value of future benefits (net cost for ABR and future LTC benefit for EBR), and there are no net valuation premiums.
- (IV) This is a single premium product, so the net to gross premium test does not apply.
- (V) The reserve morbidity assumptions used do not include any provision for morbidity improvements.
- (9) The premium rate schedule in this filing is not less than the premium rate schedule for existing similar policy forms of Pacific Life Insurance Company, except for specific instances as described above in Section 3 (Rider Premiums), and for the reason provided.



Pierre Delisle, FSA, MAAA
Actuary
Pacific Life Insurance Company

Date: December 6, 2012

PACIFIC LIFE INSURANCE COMPANY
APPENDIX A - CONFIDENTIAL
ABR Single Premium Rates per 1000

Form R12ABR

Age	Female Not Couples Discount Eligible				Female Couples Discount Eligible			
	No Inflation Benefit	3% Simple Inflation	5% Simple Inflation	5% Compound Inflation	No Inflation Benefit	3% Simple Inflation	5% Simple Inflation	5% Compound Inflation
30	56.94	124.85	193.81	622.56	48.40	106.12	164.74	529.18
31	59.94	128.02	198.05	627.27	50.95	108.82	168.34	533.18
32	63.10	131.29	202.40	632.06	53.63	111.60	172.04	537.25
33	66.42	134.62	206.82	636.86	56.45	114.43	175.80	541.33
34	69.91	138.06	211.35	641.75	59.42	117.35	179.65	545.49
35	73.59	141.54	215.96	646.65	62.55	120.31	183.57	549.65
36	77.46	145.16	220.69	651.67	65.84	123.39	187.59	553.92
37	81.54	148.85	225.53	656.71	69.31	126.52	191.70	558.20
38	85.83	152.64	230.45	661.82	72.96	129.74	195.88	562.55
39	90.35	156.49	235.48	666.98	76.80	133.02	200.16	566.93
40	95.11	160.47	240.64	672.21	80.84	136.40	204.54	571.38
41	95.78	168.20	253.98	678.20	81.41	142.97	215.88	576.47
42	96.45	176.35	268.18	684.26	81.99	149.90	227.95	581.62
43	97.13	184.96	283.22	690.36	82.56	157.22	240.74	586.81
44	97.80	194.07	299.24	696.58	83.13	164.96	254.35	592.09
45	98.48	203.68	316.24	702.85	83.71	173.13	268.80	597.42
46	99.15	208.99	328.42	704.52	84.28	177.64	279.16	598.84
47	99.83	214.31	341.29	706.20	84.85	182.16	290.10	600.27
48	100.50	214.31	343.48	707.87	85.43	182.16	301.62	601.69
49	101.18	214.31	343.48	709.54	86.00	182.16	306.56	603.11
50	101.85	214.31	343.48	711.21	86.57	182.16	306.56	604.53
51	102.53	214.31	343.48	711.42	87.15	182.16	306.56	605.96
52	103.20	214.31	343.48	711.92	87.72	182.16	306.56	607.38
53	103.87	214.31	343.48	712.27	88.29	182.16	306.56	617.89
54	104.55	214.31	343.48	715.32	88.87	182.16	306.56	623.22
55	105.22	219.73	346.07	718.49	89.44	186.77	311.46	628.68
56	105.90	222.74	352.31	723.84	90.01	189.33	317.08	633.36
57	106.35	228.96	362.17	729.12	90.40	194.62	325.95	637.98
58	109.13	235.01	371.74	734.30	92.76	199.76	334.57	642.51
59	111.82	240.84	380.97	739.34	95.05	204.71	342.87	646.92
60	114.31	246.19	389.43	744.09	97.16	209.26	350.49	651.08
61	117.54	253.18	400.50	749.91	99.91	215.20	360.45	656.17
62	120.71	260.00	411.30	755.67	102.61	221.00	370.17	661.21
63	123.62	266.27	421.19	761.04	105.07	226.33	379.07	665.91
64	124.90	269.00	425.52	764.07	106.17	228.65	382.97	668.56
65	125.79	270.86	428.42	766.55	106.92	230.23	385.58	670.73
66	137.59	285.87	448.47	770.01	116.95	242.99	403.62	673.76
67	150.01	301.71	469.57	773.46	127.51	256.45	422.61	676.78
68	154.87	316.55	488.96	799.65	131.64	269.07	440.06	699.69
69	166.70	332.06	509.21	826.90	141.70	282.25	458.29	723.54
70	180.67	351.29	534.99	856.34	153.57	298.60	481.49	749.30
71	185.37	376.25	557.40	895.17	157.57	319.81	501.66	783.27
72	200.27	405.07	584.57	934.39	170.23	344.31	526.11	817.59
73	219.38	442.22	636.50	997.41	186.47	375.89	560.12	862.76
74	230.04	471.85	681.55	1,065.18	195.54	401.07	586.13	910.73
75	240.11	499.80	724.82	1,137.51	204.09	424.83	608.85	961.20

Age	Male Not Couples Discount Eligible				Male Couples Discount Eligible			
	No Inflation Benefit	3% Simple Inflation	5% Simple Inflation	5% Compound Inflation	No Inflation Benefit	3% Simple Inflation	5% Simple Inflation	5% Compound Inflation
30	34.86	97.23	180.74	395.65	29.63	82.64	153.63	336.30
31	35.39	99.21	184.42	391.73	30.08	84.33	156.76	332.97
32	35.91	101.23	188.19	387.85	30.52	86.05	159.96	329.68
33	36.43	103.30	192.03	384.01	30.96	87.81	163.22	326.41
34	36.95	105.41	195.95	380.21	31.41	89.60	166.56	323.18
35	37.47	107.56	199.95	376.45	31.85	91.43	169.96	319.98
36	37.99	109.75	204.03	372.72	32.29	93.29	173.42	316.81
37	38.52	111.99	208.19	369.03	32.74	95.20	176.96	313.68
38	39.04	114.28	212.44	365.38	33.18	97.14	180.57	310.57
39	39.56	116.61	216.78	361.76	33.62	99.12	184.26	307.50
40	40.08	118.99	221.20	358.18	34.07	101.14	188.02	304.45
41	40.60	121.42	225.71	354.63	34.51	103.21	191.86	301.44
42	41.12	123.90	230.32	351.12	34.96	105.31	195.77	298.45
43	41.65	126.43	235.02	347.64	35.40	107.46	199.77	295.50
44	42.17	129.01	239.82	344.20	35.84	109.66	203.84	292.57
45	42.69	131.64	244.71	340.79	36.29	111.89	208.00	289.67
46	43.21	134.33	249.71	337.42	36.73	114.18	212.25	286.81
47	43.73	137.07	254.80	340.83	37.17	116.51	216.58	289.70
48	44.19	139.46	260.00	344.27	37.62	118.89	221.00	292.63
49	44.51	141.06	265.31	347.75	38.06	121.31	225.51	295.59
50	44.84	142.69	270.72	351.26	38.50	123.79	230.11	298.57
51	45.15	144.36	271.46	351.70	38.95	126.31	234.81	301.59
52	45.47	146.05	272.28	352.18	39.39	128.89	239.60	304.63
53	45.79	147.78	274.71	353.69	39.83	131.52	244.49	307.71
54	46.10	149.53	277.97	355.73	40.28	134.21	249.48	310.82
55	46.40	151.32	281.30	356.03	40.72	136.95	254.57	313.96
56	54.62	160.10	292.69	356.03	48.13	146.10	267.08	315.06
57	63.11	168.97	304.08	356.03	55.85	155.45	279.76	316.16
58	64.33	170.71	306.93	356.03	57.17	158.33	284.68	317.19
59	65.45	172.15	309.26	356.03	58.41	160.96	289.16	318.17
60	66.46	173.23	310.92	356.03	59.56	163.27	293.04	319.09
61	67.35	176.79	318.01	357.97	60.61	167.95	302.11	322.17
62	67.82	178.22	320.65	360.76	61.03	169.31	304.62	324.68
63	68.26	179.49	323.01	363.25	61.43	170.51	306.86	326.92
64	68.65	180.51	324.82	365.15	61.79	171.48	308.58	328.64
65	68.98	181.21	326.07	366.47	62.08	172.15	309.76	329.82
66	69.39	182.27	327.94	368.45	62.45	173.16	311.54	331.60
67	70.03	184.41	331.94	372.67	63.03	175.19	315.34	335.40
68	70.47	185.59	334.06	374.90	63.43	176.31	317.35	337.41
69	71.23	188.16	338.82	379.93	64.11	178.75	321.88	341.94
70	72.09	191.18	344.50	385.93	64.88	181.62	327.28	347.34
71	74.21	200.34	361.45	400.23	66.05	186.32	336.15	356.20
72	76.24	215.94	377.44	413.11	67.10	196.50	343.47	363.53
73	78.16	235.25	392.42	424.50	68.00	209.37	349.26	369.32
74	80.90	248.33	414.63	442.78	69.57	216.05	360.73	380.79
75	83.44	260.03	434.28	457.88	70.92	221.03	369.14	389.20

CONFIDENTIAL

PACIFIC LIFE INSURANCE COMPANY
APPENDIX A - CONFIDENTIAL
EBR Single Premium Rates per 1000
Female Not Couples Discount Eligible

Form R12EBR

Age	No Inflation Benefit						3% Simple Inflation					
	EBR1	EBR 2	EBR 3	EBR 4	EBR 5	EBR 6	EBR1	EBR 2	EBR 3	EBR 4	EBR 5	EBR 6
30	11.47	18.58	23.41	26.44	30.01	32.60	33.65	54.56	69.02	78.07	88.86	96.98
31	12.06	19.51	24.59	27.76	31.49	34.21	34.71	56.31	71.00	81.04	92.19	100.60
32	12.66	20.47	25.81	29.14	33.04	35.91	35.78	58.09	73.05	84.12	95.65	104.39
33	12.66	21.49	27.09	30.59	34.68	37.68	36.91	59.95	75.16	87.32	99.25	108.29
34	12.66	22.56	28.45	32.12	36.39	39.54	38.07	61.89	77.38	90.62	102.98	112.35
35	12.66	23.68	29.87	33.72	38.18	41.51	39.29	63.89	79.67	94.07	106.85	116.55
36	12.66	23.69	31.34	35.40	40.07	43.56	40.56	65.99	82.04	97.65	110.85	120.93
37	12.66	23.72	32.92	37.16	42.05	45.73	41.87	68.16	84.49	101.35	115.01	125.46
38	12.66	23.73	34.55	39.02	44.12	47.99	43.22	70.39	87.05	105.20	119.32	130.16
39	12.66	23.75	36.27	40.96	46.29	50.36	44.64	72.72	89.71	109.20	123.81	135.04
40	12.66	23.76	36.45	43.00	48.59	52.86	45.88	72.85	92.46	111.94	128.46	140.11
41	12.66	23.79	36.64	44.61	50.88	55.86	45.12	72.98	92.47	111.96	129.01	142.19
42	12.66	23.80	36.81	46.29	53.27	59.04	45.36	73.11	92.59	112.04	129.58	144.33
43	12.66	23.82	36.99	46.42	55.79	62.39	45.60	73.24	92.61	112.07	130.12	146.48
44	12.66	23.84	37.16	46.55	58.41	65.94	45.85	73.36	92.67	112.11	130.68	148.67
45	12.66	23.86	37.35	46.68	61.16	69.88	46.09	73.49	92.74	112.15	131.25	150.91
46	12.66	23.87	37.53	46.81	63.49	73.00	46.33	73.62	92.75	112.19	131.74	151.88
47	12.66	23.89	37.71	46.94	63.59	74.22	46.58	73.75	92.75	112.22	132.25	152.86
48	12.66	23.91	38.82	48.73	63.67	75.45	46.82	73.88	92.76	112.26	132.74	153.84
49	12.66	23.93	39.94	50.58	63.76	76.67	47.06	74.00	92.78	112.28	133.24	154.80
50	12.66	23.94	41.13	52.49	66.71	80.93	47.31	74.13	92.78	112.32	133.74	155.76
51	12.66	23.96	41.26	52.53	67.76	81.99	47.54	74.26	92.79	112.35	134.24	162.12
52	12.66	23.98	41.39	52.55	68.82	82.65	47.79	74.39	93.34	112.80	137.82	170.38
53	12.66	24.00	41.52	52.59	69.88	83.33	48.04	74.52	93.88	113.24	143.20	176.49
54	12.66	24.01	41.64	52.61	70.93	84.73	48.27	74.65	94.26	113.48	145.69	179.87
55	12.66	24.04	41.76	52.65	71.99	86.13	48.52	74.78	99.55	115.22	153.39	188.76
56	12.66	24.05	41.89	52.67	73.05	93.58	48.75	74.91	108.63	119.12	166.20	204.39
57	12.79	27.06	46.15	57.71	79.31	101.07	49.00	75.04	114.13	125.20	175.49	216.76
58	14.42	29.93	50.46	62.93	85.89	109.05	52.36	78.93	119.64	125.20	189.88	236.53
59	16.02	32.73	54.49	67.75	91.92	116.28	56.01	82.76	124.86	125.20	198.64	248.64
60	17.61	35.48	58.53	72.59	97.96	123.54	59.36	86.58	125.20	125.20	212.27	267.82
61	19.01	38.01	60.69	74.51	99.78	125.25	61.39	91.00	134.40	137.00	216.99	272.94
62	20.38	40.44	62.74	76.25	101.36	126.68	63.48	95.27	138.56	140.26	221.41	277.61
63	21.94	43.19	64.98	78.13	102.98	128.02	65.65	99.87	142.81	143.70	225.62	281.91
64	23.49	45.82	67.13	79.94	107.36	135.02	67.95	103.74	146.19	146.79	232.38	292.71
65	25.07	48.51	69.27	81.72	108.73	135.94	70.35	107.51	149.36	149.76	234.80	294.71
66	27.93	54.84	79.00	93.65	124.13	158.66	77.92	119.82	166.40	199.69	260.85	327.15
67	32.06	63.34	91.82	109.26	144.14	183.72	87.29	135.15	188.71	227.31	294.97	367.58
68	45.16	81.64	115.18	135.92	175.89	221.28	98.12	152.95	214.66	259.52	334.44	414.01
69	52.69	95.31	134.62	159.13	207.81	262.75	110.76	173.80	244.92	297.16	384.06	475.48
70	61.11	110.54	157.05	186.24	239.26	299.42	125.09	206.12	294.14	360.91	460.06	563.59
71	81.07	143.73	202.36	241.45	302.66	364.39	146.74	254.95	362.41	446.33	563.35	684.71
72	104.80	184.48	247.12	288.87	354.25	420.19	174.16	335.47	411.76	543.44	670.56	802.33
73	129.29	226.79	341.79	413.69	486.20	578.20	228.61	423.76	454.06	655.33	796.85	943.47
74	153.07	266.86	342.36	392.69	465.06	540.74	285.82	510.72	638.58	766.44	913.42	1,069.74
75	178.72	310.02	385.52	435.86	508.65	587.48	348.20	605.36	754.04	869.42	1,021.42	1,187.12

Age	5% Simple Inflation						5% Compound Inflation					
	EBR1	EBR 2	EBR 3	EBR 4	EBR 5	EBR 6	EBR1	EBR 2	EBR 3	EBR 4	EBR 5	EBR 6
30	80.26	105.59	127.13	150.72	209.13	239.24	351.50	529.59	672.94	759.18	821.41	982.43
31	79.86	105.07	126.49	149.23	208.09	238.05	348.02	524.34	666.28	751.66	817.33	977.54
32	79.47	104.55	125.87	147.75	207.06	236.87	344.57	519.15	659.68	744.22	813.26	972.68
33	79.07	104.02	125.24	146.29	206.03	235.69	341.16	514.01	653.15	736.85	809.21	967.84
34	78.68	103.51	124.62	144.84	205.00	234.52	337.78	508.92	646.68	729.56	805.19	963.02
35	78.29	102.99	124.00	143.41	203.98	233.35	334.44	503.88	640.28	722.33	801.18	958.23
36	77.90	102.48	123.38	141.99	202.97	232.19	331.13	498.89	633.94	715.18	797.20	953.47
37	77.51	101.97	122.77	140.58	201.96	231.04	327.85	493.95	627.66	708.10	793.23	948.72
38	77.12	101.46	122.15	139.19	200.95	229.89	324.60	489.06	621.45	701.09	789.28	944.00
39	76.74	100.96	121.55	137.81	199.95	228.74	321.39	484.22	615.30	694.15	785.36	939.31
40	76.36	100.46	120.94	136.45	198.96	227.60	318.21	479.43	609.20	687.28	781.45	934.63
41	75.98	99.96	120.34	135.10	197.97	226.47	315.06	474.68	603.17	680.47	777.56	929.98
42	75.60	99.46	119.74	133.76	196.99	225.35	311.94	469.98	597.20	673.73	773.69	925.36
43	75.22	98.96	119.15	132.44	196.01	224.22	308.85	465.33	591.29	667.06	769.84	920.75
44	74.85	98.47	118.55	131.12	195.03	223.11	305.79	460.72	585.43	660.46	766.01	916.17
45	74.48	97.98	117.96	129.83	194.06	222.00	302.76	456.16	579.64	653.92	762.20	911.61
46	74.11	97.49	117.38	128.54	193.09	220.89	299.76	451.64	573.90	647.44	758.41	907.08
47	74.13	97.66	118.58	128.88	193.13	222.78	299.76	451.71	574.07	650.01	761.18	909.61
48	74.16	97.84	119.76	129.24	193.18	224.66	299.78	451.79	574.23	652.59	763.94	912.13
49	74.19	98.00	120.95	129.58	193.22	226.54	299.78	451.86	574.40	655.17	766.71	914.67
50	74.22	98.16	122.14	129.92	193.27	228.42	299.79	451.93	574.55	657.73	769.48	917.20
51	70.23	93.50	120.07	128.00	182.73	224.26	299.80	452.00	574.71	660.31	772.24	919.73
52	70.23	93.50	120.07	128.50	182.73	224.26	299.80	452.00	574.88	662.89	775.02	922.26
53	70.23	93.50	120.07	128.97	182.73	224.61	299.81	452.15	575.04	665.47	777.79	924.79
54	70.23	93.50	120.36	131.11	182.73	224.61	299.82	452.22	575.20	668.03	780.56	927.32
55	70.23	93.50	120.99	140.23	182.73	224.61	299.82	452.29	575.37	670.61	783.32	929.86
56	70.27	93.66	122.11	149.50	182.78	226.39	299.84	452.37	575.53	673.19	786.09	932.38
57	70.29	94.21	125.87	154.99	194.41	240.34	299.84	452.44	575.69	675.76	788.86	934.91
58	70.32	94.71	129.66	161.02	206.49	254.98	299.85	452.51	575.85	678.33	791.62	937.44
59	72.07	95.23	133.18	170.00	217.63	268.39	301.71	456.27	582.42	687.96	811.86	954.53
60	73.78	95.79	136.70	181.36	239.42	281.69	303.53	459.95	588.95	697.59	832.33	971.72
61	77.44	98.50	141.33	200.06	247.11	286.86	320.09	497.13	626.64	736.16	872.26	1,012.94
62	81.19	101.84	145.77	205.06	252.07	314.78	334.95	534.30	664.33	774.73	912.18	1,054.18
63	85.18	105.12	150.37	210.04	267.43	343.36	362.05	563.35	687.75	788.76	918.66	1,083.26
64	87.94	108.19	154.14	213.79	286.22	367.28	391.32	593.99	712.00	803.04	925.19	1,113.12
65	90.81	115.48	173.69	236.04	312.03	396.99	422.96	626.29	737.11	817.59	931.76	1,143.82
66	98.88	122.77	193.23	258.29	337.84	426.70	445.64	658.18	773.63	850.92	964.86	1,163.86
67	105.87	149.21	235.24	307.19	396.14	495.21	468.11	689.80	809.81	883.94	997.64	1,189.17
68	114.00	184.60	280.86	360.54	460.16							

PACIFIC LIFE INSURANCE COMPANY
APPENDIX A - CONFIDENTIAL
EBR Single Premium Rates per 1000
Female Couples Discount Eligible

Form R12EBR

Age	No Inflation Benefit						3% Simple Inflation					
	EBR1	EBR 2	EBR 3	EBR 4	EBR 5	EBR 6	EBR1	EBR 2	EBR 3	EBR 4	EBR 5	EBR 6
30	9.75	15.79	19.90	22.47	25.51	27.71	28.60	46.38	58.67	66.36	75.53	82.43
31	10.25	16.58	20.90	23.60	26.77	29.08	29.50	47.86	60.35	68.88	78.36	85.51
32	10.76	17.40	21.94	24.77	28.08	30.52	30.41	49.38	62.09	71.50	81.30	88.73
33	10.76	18.27	23.03	26.00	29.48	32.03	31.37	50.96	63.89	74.22	84.36	92.05
34	10.76	19.18	24.18	27.30	30.93	33.61	32.36	52.61	65.77	77.03	87.53	95.50
35	10.76	20.13	25.39	28.66	32.45	35.28	33.40	54.31	67.72	79.96	90.82	99.07
36	10.76	20.14	26.64	30.09	34.06	37.03	34.48	56.09	69.73	83.00	94.22	102.79
37	10.76	20.16	27.98	31.59	35.74	38.87	35.59	57.94	71.82	86.15	97.76	106.64
38	10.76	20.17	29.37	33.17	37.50	40.79	36.74	59.83	73.99	89.42	101.42	110.64
39	10.76	20.19	30.83	34.82	39.35	42.81	37.94	61.81	76.25	92.82	105.24	114.78
40	10.76	20.20	30.98	36.55	41.30	44.93	38.15	61.92	78.59	95.15	109.19	119.09
41	10.76	20.22	31.14	37.92	43.25	47.48	38.35	62.03	78.60	95.17	109.66	120.86
42	10.76	20.23	31.29	39.35	45.28	50.18	38.56	62.14	78.70	95.23	110.14	122.68
43	10.76	20.25	31.44	39.46	47.42	53.03	38.76	62.25	78.72	95.26	110.60	124.51
44	10.76	20.26	31.59	39.57	49.65	56.05	38.97	62.36	78.77	95.29	111.08	126.37
45	10.76	20.28	31.75	39.68	51.99	59.23	39.18	62.47	78.83	95.33	111.56	128.27
46	10.76	20.29	31.90	39.79	53.97	62.05	39.38	62.58	78.84	95.36	111.98	129.10
47	10.76	20.31	32.05	39.90	54.05	63.09	39.59	62.69	78.84	95.39	112.41	129.93
48	10.76	20.32	32.00	41.42	54.12	64.13	39.80	62.80	78.85	95.42	112.83	130.76
49	10.76	20.34	33.95	42.99	54.20	65.17	40.00	62.90	78.86	95.44	113.25	131.58
50	10.76	20.35	34.96	44.62	56.70	68.79	40.21	63.01	78.86	95.47	113.68	132.40
51	10.76	20.37	35.07	44.65	57.60	69.69	40.41	63.12	78.87	95.50	114.10	137.80
52	10.76	20.38	35.18	44.67	58.50	70.25	40.62	63.23	79.34	95.88	117.15	144.82
53	10.76	20.40	35.29	44.70	59.40	70.83	40.83	63.34	79.80	96.25	121.72	150.02
54	10.76	20.41	35.39	44.72	60.29	72.02	41.03	63.45	80.12	96.46	123.84	152.89
55	10.76	20.43	35.50	44.75	61.19	73.21	41.24	63.56	84.62	97.94	130.38	160.45
56	10.76	20.44	35.61	44.77	62.09	74.54	41.44	63.67	92.88	102.44	142.10	173.73
57	10.87	23.00	39.23	49.05	67.41	85.91	41.65	63.78	98.15	109.05	150.92	184.25
58	12.26	25.44	42.89	53.49	73.01	92.69	44.51	67.09	103.49	112.20	164.25	201.05
59	13.62	27.82	46.32	57.59	78.13	98.84	47.61	70.35	108.63	112.44	172.82	211.34
60	14.97	30.16	49.75	61.70	83.27	105.01	50.46	73.59	112.68	112.68	185.74	227.65
61	16.16	32.31	51.59	63.33	84.81	106.46	52.18	77.35	117.60	123.30	189.87	232.00
62	17.32	34.37	53.33	64.81	86.16	107.68	53.96	80.98	121.24	126.24	193.73	235.97
63	18.65	36.71	55.23	66.41	87.53	108.82	55.80	84.89	124.96	129.33	197.42	239.62
64	19.97	38.95	57.06	67.95	91.26	114.77	57.76	88.18	127.92	132.11	203.33	248.80
65	21.31	41.23	58.88	69.46	92.42	115.55	59.80	91.38	130.69	134.79	205.45	250.50
66	23.74	46.61	67.15	79.60	105.51	134.86	66.23	101.85	145.60	179.72	228.24	278.08
67	27.25	53.84	78.05	92.87	122.52	156.16	74.20	114.88	164.18	202.31	256.62	312.44
68	38.39	69.39	97.90	115.53	149.51	188.09	83.40	130.01	185.68	228.38	289.29	351.91
69	44.79	81.01	114.43	135.26	176.64	223.34	94.15	147.73	210.63	258.53	330.29	404.16
70	51.94	93.96	133.49	158.30	203.37	254.51	106.33	175.20	251.49	310.38	393.35	479.05
71	68.91	122.17	172.01	205.23	257.26	309.73	124.73	216.71	308.05	379.38	478.85	582.00
72	89.08	156.81	210.05	245.54	301.11	357.16	148.04	285.15	350.00	461.92	569.98	681.98
73	109.90	192.77	251.42	290.52	351.64	413.27	194.32	360.20	385.95	557.03	677.32	801.95
74	130.11	226.83	291.01	333.79	395.30	459.63	242.95	434.11	542.79	651.47	776.41	909.28
75	151.91	263.52	327.69	370.48	432.35	499.36	295.97	514.56	640.93	739.01	868.21	1,009.05

Age	5% Simple Inflation						5% Compound Inflation					
	EBR1	EBR 2	EBR 3	EBR 4	EBR 5	EBR 6	EBR1	EBR 2	EBR 3	EBR 4	EBR 5	EBR 6
30	68.22	89.75	108.06	128.12	177.76	203.36	298.77	458.09	595.55	683.26	739.27	884.19
31	67.88	89.31	107.52	126.85	176.88	202.35	295.81	453.56	589.66	676.50	735.59	879.79
32	67.55	88.86	106.99	125.59	176.00	201.34	292.89	449.07	583.82	669.80	731.93	875.41
33	67.21	88.42	106.45	124.35	175.12	200.34	289.99	444.62	578.04	663.17	728.29	871.06
34	66.88	87.98	105.92	123.12	174.25	199.34	287.12	440.22	572.31	656.60	724.67	866.72
35	66.54	87.54	105.40	121.90	173.39	198.35	284.27	435.86	566.65	650.10	721.06	862.41
36	66.21	87.11	104.87	120.69	172.52	197.36	281.46	431.54	561.04	643.66	717.48	858.12
37	65.88	86.67	104.35	119.50	171.67	196.38	278.67	427.27	555.48	637.29	713.91	853.85
38	65.55	86.24	103.83	118.31	170.81	195.40	275.91	423.04	549.98	630.98	710.36	849.60
39	65.23	85.81	103.31	117.14	169.96	194.43	273.18	418.85	544.54	624.73	706.82	845.38
40	64.90	85.39	102.80	115.98	169.12	193.46	270.48	414.70	539.15	618.55	703.30	841.17
41	64.58	84.96	102.29	114.83	168.27	192.50	267.80	410.60	533.81	612.42	699.81	836.98
42	64.26	84.54	101.78	113.70	167.44	191.54	265.15	406.53	528.52	606.36	696.32	832.82
43	63.94	84.12	101.27	112.57	166.60	190.59	262.52	402.51	523.29	600.36	692.86	828.68
44	63.62	83.70	100.77	111.46	165.78	189.64	259.92	398.52	518.11	594.41	689.41	824.55
45	63.30	83.28	100.27	110.35	164.95	188.70	257.35	394.58	512.98	588.53	685.98	820.45
46	62.99	82.87	99.77	109.26	164.13	187.76	254.80	390.67	507.90	582.70	682.57	816.37
47	63.01	83.01	100.79	109.55	164.16	189.36	254.80	390.73	508.05	585.01	685.06	818.65
48	63.04	83.16	101.80	109.85	164.20	190.96	254.81	390.80	508.19	587.33	687.55	820.92
49	63.06	83.30	102.81	110.14	164.24	192.56	254.81	390.86	508.34	589.65	690.04	823.20
50	63.09	83.44	103.82	110.43	164.28	194.16	254.82	390.92	508.48	591.96	692.53	825.48
51	63.11	83.58	104.84	110.72	164.31	195.75	254.83	390.98	508.62	594.28	695.02	827.76
52	63.14	83.72	105.85	113.08	164.35	197.35	254.83	391.05	508.77	596.60	697.52	830.03
53	63.16	83.86	106.86	115.43	164.39	198.95	254.84	391.11	508.91	598.92	700.01	832.31
54	63.19	84.01	107.87	118.00	164.43	200.55	254.85	391.17	509.05	601.23	702.50	834.59
55	63.21	84.15	108.89	126.21	164.46	202.15	254.85	391.23	509.20	603.55	704.99	836.87
56	63.24	84.29	109.90	134.55	164.50	203.75	254.86	391.30	509.34	605.87	707.48	839.14
57	63.26	84.79	113.28	139.49	174.97	216.31	254.86	391.36	509.49	608.18	709.97	841.42
58	63.29	85.24	116.69	144.92	185.84	229.48	254.87	391.42	509.63	610.50	712.46	843.70
59	64.86	85.71	119.86	153.00	195.87	241.55	256.45	394.67	515.44	619.16	730.67	859.08
60	66.40	86.21	123.03	163.22	215.48	253.52	258.00	397.86	521.22	627.83	749.10	874.55
61	69.70	88.65	127.20	180.05	222.40	258.17	272.08	430.02	554.58	662.54	785.03	911.65
62	73.07	91.66	131.19	184.55	226.86	283.30	284.71	462.17	587.93	697.26	820.96	948.76
63	76.66	94.61	135.33	189.04	240.69	309.02	307.74	487.30	608.66	709.88	826.79	974.93
64	79.15	97.37	138.73	192.41	257.60	330.55	332.62	513.80	630.12	722.74	832.67	1,001.81
65	81.73	103.93	156.32	212.44	280.83	357.29	359.52	541.74	652.34	735.83	838.58	1,029.44
66	88.99	110.49	173.91	232.46	304.06	384.03	378.79	569.33	684.66	765.83	868.37	1,047.47
67	95.28	134.29	211.72	276.47	356.53	445.69	397.89	596.68	716.68	795.55	897.88	1,070.25
68	102.60	166.14	252.77	324.49	414.14	513.70	415.60	623.72	753.96	832.00	936.15	1,096

PACIFIC LIFE INSURANCE COMPANY
APPENDIX A - CONFIDENTIAL
EBR Single Premium Rates per 1000
Male Not Couples Discount Eligible

Form R12EBR

Age	No Inflation Benefit						3% Simple Inflation					
	EBR1	EBR 2	EBR 3	EBR 4	EBR 5	EBR 6	EBR1	EBR 2	EBR 3	EBR 4	EBR 5	EBR 6
30	8.87	10.72	12.58	14.44	21.70	32.59	26.96	38.61	50.27	61.93	75.55	89.18
31	9.05	10.94	12.84	14.73	22.14	34.20	27.51	39.40	51.30	63.19	77.09	91.00
32	9.23	11.16	13.10	15.03	22.60	35.90	28.07	40.21	52.34	64.48	78.67	92.85
33	9.42	11.39	13.37	15.34	23.06	37.67	28.64	41.03	53.41	65.80	80.27	94.75
34	9.61	11.63	13.64	15.65	23.53	38.55	29.23	41.86	54.50	67.14	81.91	96.68
35	9.81	11.86	13.92	15.97	24.01	39.34	29.82	42.72	55.62	68.51	83.58	98.65
36	10.01	12.10	14.20	16.30	24.50	40.14	30.43	43.59	56.75	69.91	85.29	100.67
37	10.21	12.35	14.49	16.63	25.00	40.96	31.05	44.48	57.91	71.34	87.03	102.72
38	10.42	12.60	14.79	16.97	25.51	41.80	31.69	45.39	59.09	72.79	88.81	104.82
39	10.63	12.86	15.09	17.31	26.03	42.65	32.33	46.31	60.30	74.28	90.62	106.96
40	10.85	13.12	15.40	17.67	26.56	43.52	32.99	47.26	61.53	75.79	92.47	109.14
41	11.07	13.39	15.71	18.03	27.70	44.41	33.67	48.22	62.78	77.34	94.35	111.37
42	11.30	13.66	16.03	18.40	28.85	45.32	34.35	49.21	64.06	78.92	96.28	113.64
43	11.53	13.94	16.36	18.77	29.99	46.24	35.05	50.21	65.37	80.53	98.24	115.96
44	11.76	14.23	16.69	19.15	31.13	47.19	35.77	51.24	66.71	82.17	100.25	118.33
45	12.00	14.52	17.03	19.55	32.28	48.15	36.50	52.28	68.07	83.85	102.30	120.74
46	12.25	14.81	17.38	19.94	33.42	49.13	37.24	53.35	69.46	85.56	104.38	123.21
47	12.50	15.12	17.73	20.35	34.56	50.13	38.00	54.44	70.87	87.31	106.51	125.72
48	12.65	15.43	18.10	20.77	35.71	51.16	38.78	55.55	72.32	89.09	108.69	128.29
49	12.65	15.74	18.47	21.19	36.85	52.20	39.57	56.68	73.80	90.91	110.91	130.90
50	12.65	16.06	18.84	21.62	37.99	53.27	40.38	57.84	75.30	92.76	113.17	133.58
51	12.65	16.39	19.23	22.06	39.14	54.35	40.99	58.00	75.51	93.01	113.48	133.94
52	12.65	16.72	19.62	22.51	40.28	55.64	40.61	58.17	75.73	93.29	113.82	134.34
53	12.65	17.06	20.02	22.97	41.42	58.92	40.97	58.69	76.20	93.60	114.51	135.54
54	12.65	17.41	20.43	23.44	42.57	61.21	41.46	59.39	77.21	94.98	116.04	137.15
55	12.65	17.77	20.84	23.92	43.71	63.50	41.96	60.10	78.03	95.86	117.27	138.79
56	12.65	18.73	21.95	25.18	45.48	65.78	46.10	65.63	84.81	103.84	126.62	149.58
57	12.78	19.70	23.11	26.51	47.29	68.07	48.99	70.91	91.36	111.58	135.89	160.46
58	14.41	20.71	24.30	27.90	49.13	70.35	52.35	75.46	97.01	118.28	144.00	170.07
59	16.01	21.73	25.55	29.37	51.00	72.64	56.00	79.71	102.20	124.33	151.28	178.67
60	17.60	22.79	26.85	30.91	52.92	74.93	59.35	83.78	107.67	125.19	158.94	186.71
61	19.00	23.87	28.20	32.54	53.98	75.42	61.28	86.26	111.23	136.21	163.33	190.46
62	20.34	24.98	29.61	34.25	55.00	75.75	63.36	88.63	113.91	139.18	166.26	193.34
63	21.14	26.11	31.09	36.06	56.94	77.83	65.57	91.62	117.66	143.70	170.98	198.25
64	21.95	27.28	32.62	37.95	59.01	80.07	67.93	94.67	121.40	146.78	175.66	203.19
65	22.75	28.49	34.22	39.95	60.79	81.62	70.34	97.85	125.11	149.75	179.77	207.17
66	23.56	29.73	35.89	42.06	75.33	109.07	75.62	106.76	137.89	169.03	200.11	231.20
67	24.37	30.26	36.56	42.65	75.00	107.33	83.74	120.40	157.07	193.73	228.88	264.03
68	25.17	30.90	37.34	43.33	74.66	105.66	90.66	131.26	171.86	212.47	252.47	292.47
69	25.98	31.34	37.96	44.00	74.23	104.03	100.91	146.46	192.01	237.55	283.80	330.04
70	26.79	31.88	38.63	44.67	73.75	102.40	111.01	160.16	209.31	258.46	306.36	354.25
71	43.64	95.68	147.71	199.74	260.21	321.58	123.13	179.50	235.88	292.25	345.56	398.88
72	65.97	131.78	197.59	263.39	325.06	414.71	140.34	210.67	281.00	351.33	417.72	484.10
73	93.72	165.59	237.47	309.34	372.00	435.55	162.16	239.80	317.44	395.08	452.86	510.63
74	119.13	198.02	276.90	355.78	419.26	483.63	192.58	279.00	365.42	451.85	521.65	591.45
75	144.64	230.55	316.46	402.37	466.62	531.75	224.11	319.72	415.33	510.93	595.67	680.41

Age	5% Simple Inflation						5% Compound Inflation					
	EBR1	EBR 2	EBR 3	EBR 4	EBR 5	EBR 6	EBR1	EBR 2	EBR 3	EBR 4	EBR 5	EBR 6
30	43.21	57.83	72.46	87.09	102.16	117.23	140.07	204.62	265.45	325.40	369.30	438.04
31	44.09	59.02	73.94	88.87	104.25	119.62	138.68	202.59	262.83	322.18	367.47	435.86
32	44.99	60.22	75.45	90.68	106.37	122.06	137.31	200.58	260.22	319.99	365.64	433.70
33	45.91	61.45	76.99	92.53	108.54	124.56	135.95	198.60	257.65	318.33	363.82	431.54
34	46.84	62.70	78.56	94.42	110.76	127.10	134.60	196.63	255.10	316.70	362.01	429.39
35	47.80	63.98	80.16	96.35	113.02	129.69	133.27	194.68	252.57	309.61	360.21	427.25
36	48.77	65.29	81.80	98.31	115.33	132.34	131.95	192.76	250.07	306.54	358.42	425.13
37	49.77	66.62	83.47	100.32	117.68	135.04	130.64	190.85	247.59	303.51	356.63	423.01
38	50.79	67.98	85.17	102.37	120.08	137.79	129.35	188.96	245.14	300.50	354.86	420.91
39	51.82	69.37	86.91	104.46	122.53	140.61	128.07	187.09	242.72	297.53	353.09	418.81
40	52.88	70.78	88.69	106.59	125.03	143.48	126.80	185.24	240.31	294.58	351.34	416.73
41	53.96	72.23	90.50	108.76	127.58	146.40	125.55	183.40	237.93	291.67	349.59	414.66
42	55.06	73.70	92.34	110.98	130.19	149.39	124.30	181.59	235.58	288.78	347.85	412.59
43	56.18	75.21	94.23	113.25	132.84	152.44	123.07	179.79	233.24	285.92	346.12	410.54
44	57.33	76.74	96.15	115.56	135.56	155.55	121.85	178.01	230.94	283.09	344.40	408.50
45	58.50	78.31	98.11	117.92	138.32	158.73	120.65	176.25	228.65	280.28	342.68	406.47
46	59.69	79.90	100.11	120.32	141.15	161.97	119.45	174.50	226.38	277.51	340.98	404.45
47	60.91	81.54	102.16	122.78	144.03	165.27	120.66	172.62	228.67	280.31	344.42	408.53
48	62.16	83.20	104.24	125.29	146.97	168.64	121.88	170.84	230.98	283.14	347.90	412.66
49	63.42	84.90	106.37	127.84	149.96	172.09	123.11	179.84	233.31	286.00	351.41	416.83
50	64.72	86.63	108.54	127.99	153.03	175.60	124.35	181.66	235.67	288.89	354.96	421.04
51	64.89	86.86	108.84	127.99	153.44	176.07	125.61	183.49	238.05	291.81	358.55	425.29
52	65.09	87.13	109.16	128.49	153.90	176.61	126.88	185.35	240.46	294.76	362.17	429.58
53	65.67	87.91	109.83	128.96	154.84	178.18	128.16	187.22	242.89	297.74	365.83	433.92
54	66.45	88.95	111.29	131.10	156.91	180.30	129.45	189.11	245.34	300.74	369.53	438.31
55	67.25	90.01	112.47	134.80	158.56	182.46	130.76	191.02	247.82	303.78	373.26	442.73
56	70.26	93.65	119.04	141.99	169.25	196.73	135.15	200.65	262.42	323.26	388.75	454.25
57	70.28	94.20	125.86	152.58	181.70	211.14	139.28	210.31	277.35	343.32	404.58	465.84
58	70.31	94.70	129.65	161.01	192.61	223.88	143.36	220.25	292.85	364.25	420.95	477.65
59	72.06	95.22	133.17	167.76	200.11	232.99	147.37	230.28	308.61	385.61	437.19	488.78
60	73.77	95.78	136.69	175.17	206.97	239.03	151.38	240.57	324.88	407.72	453.66	499.60
61	77.43	98.49	141.32	179.22	209.69	240.17	154.72	247.46	335.14	421.26	468.50	515.73
62	81.18	101.83	145.76	181.75	211.75	241.74	158.32	254.23	344.90	433.97	482.40	530.82
63	85.17	105.11	150.36	184.35	214.63	244.91	162.10	261.69	355.88	448.37	498.24	548.10
64	87.93	108.18	154.13	186.91	217.53	248.15	166.11	269.45	367.18	463.15	514.56	565.98
65	90.80	115.47	162.13	189.30	219.96	250.62	170.46	277.50	378.74	478.15	530.87	583.58
66	98.87	122.76	171.45	201.67	235.40	269.14	180.23	289.41	392.63	494.02	552.23	610.44
67	105.86	149.20	185.72	220.33	258.38	296.43	192.83	305.47	411.93	516.54	581.61	646.69
68	113.99	160.42	199.67	238.92	281.95	324.98	204.82	321.11	430.98	538.97	611.69	684.40
69	123.67	173.55	218.80	264.0								

PACIFIC LIFE INSURANCE COMPANY
APPENDIX A - CONFIDENTIAL
EBR Single Premium Rates per 1000
Male Couples Discount Eligible

Form R12EBR

Age	No Inflation Benefit						3% Simple Inflation					
	EBR1	EBR 2	EBR 3	EBR 4	EBR 5	EBR 6	EBR1	EBR 2	EBR 3	EBR 4	EBR 5	EBR 6
30	7.54	9.11	10.69	12.27	18.45	27.70	22.91	32.82	42.73	52.64	64.22	75.80
31	7.69	9.30	10.91	12.52	18.82	29.07	23.38	33.49	43.60	53.71	65.53	77.35
32	7.85	9.49	11.13	12.78	19.21	30.51	23.86	34.18	44.49	54.81	66.87	78.93
33	8.01	9.68	11.36	13.04	19.60	32.02	24.35	34.87	45.40	55.93	68.23	80.54
34	8.17	9.88	11.59	13.30	20.00	32.77	24.84	35.58	46.33	57.07	69.62	82.18
35	8.34	10.08	11.83	13.57	20.41	33.44	25.35	36.31	47.27	58.23	71.05	83.86
36	8.51	10.29	12.07	13.85	20.82	34.12	25.87	37.05	48.24	59.42	72.50	85.57
37	8.68	10.50	12.32	14.13	21.25	34.82	26.39	37.81	49.22	60.64	73.98	87.31
38	8.86	10.71	12.57	14.42	21.68	35.53	26.93	38.58	50.23	61.87	75.48	89.10
39	9.04	10.93	12.82	14.72	22.12	36.25	27.48	39.37	51.25	63.14	77.03	90.91
40	9.22	11.15	13.09	15.02	22.58	36.99	28.04	40.17	52.30	64.42	78.60	92.77
41	9.41	11.38	13.35	15.32	23.55	37.75	28.62	40.99	53.36	65.74	80.20	94.66
42	9.60	11.61	13.63	15.64	24.52	38.52	29.20	41.83	54.45	67.08	81.84	96.59
43	9.80	11.85	13.90	15.96	25.49	39.31	29.80	42.68	55.57	68.45	83.51	98.57
44	10.00	12.09	14.19	16.28	26.46	40.11	30.40	43.55	56.70	69.85	85.21	100.58
45	10.20	12.34	14.48	16.61	27.43	40.93	31.02	44.44	57.86	71.27	86.95	102.63
46	10.41	12.59	14.77	16.95	28.41	41.76	31.66	45.35	59.04	72.73	88.73	104.72
47	10.62	12.85	15.07	17.30	29.38	42.61	32.30	46.27	60.24	74.21	90.54	106.86
48	10.75	13.11	15.38	17.65	30.35	43.48	32.96	47.22	61.47	75.73	92.38	109.04
49	10.75	13.38	15.70	18.01	31.32	44.37	33.64	48.18	62.73	77.27	94.27	111.27
50	10.75	13.65	16.02	18.38	32.29	45.28	34.32	49.16	64.01	78.85	96.19	113.54
51	10.75	13.93	16.34	18.75	33.27	46.20	35.02	50.17	65.31	80.46	98.16	115.86
52	10.75	14.22	16.68	19.14	34.24	48.14	35.74	51.19	66.65	82.10	100.16	118.22
53	10.75	14.51	17.02	19.53	35.21	50.09	36.47	52.24	68.01	83.77	102.20	120.63
54	10.75	14.80	17.36	19.93	36.18	52.03	37.21	53.30	69.39	85.48	104.29	123.10
55	10.75	15.10	17.72	20.33	37.15	53.97	37.97	54.39	70.81	87.23	106.42	125.61
56	10.75	15.92	18.66	21.40	38.66	55.92	41.43	59.89	77.71	95.53	116.01	136.49
57	10.86	16.75	19.64	22.53	40.19	57.86	41.64	63.77	84.50	103.77	125.70	147.62
58	12.25	17.60	20.66	23.72	41.76	59.80	44.50	67.08	90.59	111.19	134.46	157.74
59	13.61	18.47	21.72	24.96	43.35	61.74	47.60	70.34	96.32	112.43	142.59	167.06
60	14.96	19.37	22.82	26.28	44.98	63.69	50.45	73.58	101.89	112.67	150.39	175.97
61	16.15	20.29	23.97	27.66	45.88	64.11	52.17	77.34	105.67	123.29	155.17	180.94
62	17.29	21.23	25.17	29.12	46.75	64.39	53.95	80.97	108.21	126.23	157.95	183.67
63	17.97	22.20	26.42	30.65	48.40	66.15	55.79	84.88	111.78	129.32	162.43	188.34
64	18.66	23.19	27.73	32.26	50.16	68.06	57.75	88.17	115.33	132.10	166.88	193.03
65	19.34	24.21	29.09	33.96	51.67	69.38	59.79	91.37	118.85	134.78	170.78	196.81
66	20.03	25.27	30.51	35.75	64.03	92.71	66.22	101.42	131.00	160.58	190.11	219.64
67	20.71	33.37	46.03	58.69	91.23	124.22	74.19	114.38	149.21	184.05	217.44	250.83
68	21.40	41.74	62.08	82.42	119.85	157.81	83.39	124.70	163.27	201.84	239.64	277.84
69	22.08	52.14	82.19	112.25	155.89	200.17	94.14	139.14	182.41	225.68	269.61	313.54
70	22.77	61.10	99.43	137.77	183.94	230.79	105.46	152.15	198.85	245.54	291.04	336.54
71	37.10	81.32	125.55	169.78	221.18	273.34	114.51	166.94	219.36	271.79	321.37	370.96
72	56.08	112.01	167.95	223.88	276.30	352.50	127.71	191.71	255.71	319.71	380.12	440.53
73	79.66	140.75	201.85	262.94	316.20	370.21	144.32	213.42	282.52	351.62	403.04	454.46
74	101.26	168.31	235.36	302.41	356.37	411.09	167.54	242.73	317.92	393.11	453.83	514.56
75	122.94	195.97	268.99	342.02	396.62	451.99	190.49	271.76	353.03	434.29	506.32	578.35

Age	5% Simple Inflation						5% Compound Inflation					
	EBR1	EBR 2	EBR 3	EBR 4	EBR 5	EBR 6	EBR1	EBR 2	EBR 3	EBR 4	EBR 5	EBR 6
30	36.73	49.16	61.59	74.03	86.84	99.65	119.06	176.99	234.93	292.86	332.37	394.24
31	37.48	50.16	62.85	75.54	88.61	101.68	117.88	175.24	232.60	289.96	330.72	392.28
32	38.24	51.19	64.13	77.08	90.42	103.75	116.71	173.50	230.30	287.09	329.07	390.33
33	39.02	52.23	65.44	78.65	92.26	105.87	115.56	171.79	228.02	284.25	327.44	388.38
34	39.82	53.30	66.78	80.26	94.15	108.03	114.41	170.09	225.76	281.43	325.81	386.45
35	40.63	54.38	68.14	81.90	96.07	110.24	113.28	168.40	223.52	278.65	324.19	384.53
36	41.46	55.49	69.53	83.57	98.03	112.49	112.16	166.73	221.31	275.89	322.57	382.62
37	42.30	56.63	70.95	85.27	100.03	114.78	111.05	165.08	219.12	273.16	320.97	380.71
38	43.17	57.78	72.40	87.01	102.07	117.13	109.95	163.45	216.95	270.45	319.37	378.82
39	44.05	58.96	73.88	88.79	104.15	119.52	108.86	161.83	214.80	267.78	317.78	376.93
40	44.95	60.17	75.38	90.60	106.28	121.96	107.78	160.23	212.68	265.12	316.20	375.06
41	45.87	61.39	76.92	92.45	108.45	124.44	106.71	158.64	210.57	262.50	314.63	373.19
42	46.80	62.65	78.49	94.34	110.66	126.98	105.66	157.07	208.49	259.90	313.06	371.34
43	47.76	63.92	80.09	96.26	112.92	129.58	104.61	155.52	206.42	257.33	311.51	369.49
44	48.73	65.23	81.73	98.23	115.22	132.22	103.58	153.98	204.38	254.78	309.96	367.65
45	49.73	66.56	83.40	100.23	117.57	134.92	102.55	152.45	202.35	252.26	308.41	365.82
46	50.74	67.92	85.10	102.28	119.97	137.67	101.53	150.94	200.35	249.76	306.88	364.00
47	51.78	69.30	86.83	104.36	122.42	140.48	102.56	152.47	202.37	252.28	309.98	367.68
48	52.83	70.72	88.61	106.49	124.92	143.35	103.60	154.01	204.42	254.83	313.11	371.39
49	53.91	72.16	90.41	108.67	127.47	146.27	104.64	155.56	206.48	257.40	316.27	375.14
50	55.01	73.64	92.26	110.42	130.07	149.26	105.70	157.13	208.57	260.00	319.47	378.93
51	56.13	75.14	94.14	110.71	132.73	152.30	106.77	158.72	210.68	262.63	322.69	382.76
52	57.28	76.67	96.06	113.07	135.43	155.41	107.85	160.32	212.80	265.28	325.95	386.63
53	58.45	78.24	98.02	115.42	138.20	158.58	108.93	161.94	214.95	267.96	329.25	390.53
54	59.64	79.83	100.02	117.99	141.02	161.82	110.04	163.58	217.12	270.67	332.57	394.48
55	60.86	81.46	102.07	122.67	143.90	165.12	111.15	165.23	219.32	273.40	335.93	398.46
56	63.23	84.28	109.07	130.63	155.07	179.51	114.88	173.56	232.25	290.93	349.88	408.82
57	63.25	84.78	113.27	139.48	168.07	194.25	118.39	181.92	245.45	308.99	364.12	419.25
58	63.28	85.23	116.68	144.91	179.85	207.65	121.86	190.51	259.17	327.82	378.86	429.89
59	64.85	85.70	119.85	152.99	188.60	217.84	125.26	199.19	273.12	347.05	393.47	439.90
60	66.39	86.20	123.02	163.21	195.85	225.29	128.67	208.10	287.52	366.94	408.29	449.64
61	69.69	88.64	127.19	170.26	199.21	228.16	131.51	214.05	296.59	379.14	421.65	464.16
62	73.06	91.65	131.18	172.67	201.16	229.65	134.57	219.91	305.24	390.57	434.16	477.74
63	76.65	94.60	135.32	175.13	203.90	232.67	137.78	226.37	314.95	403.53	448.41	493.29
64	79.14	97.36	138.72	177.56	206.65	235.74	141.19	233.07	324.95	416.83	463.11	509.38
65	81.72	103.92	154.02	179.83	208.96	238.09	144.89	240.04	335.19	430.34	477.78	525.22
66	88.98	110.48	162.88	191.58	223.63	255.69	153.19	250.34	347.48	444.62	497.01	549.39
67	95.27	134.28	176.44	209.31	245.46	281.61	163.91	264.23	364.56	464.88	523.45	582.02
68	102.59	152.40	189.69	226.97	267.85	308.73	174.10	277.76	381.42	485.08	550.52	615.96
69	111.30	164.87	207.86	250.85	297.62	344.39	186.92	295.11	403.30</			

PACIFIC LIFE INSURANCE COMPANY
APPENDIX B
Comparison of Premium Rates
Based on Total Rates: Life + ABR + EBR
CONFIDENTIAL

A. Forms ICC12 P12PPC, ICC12 R12ABR, & ICC12 R12EBR

Nonsmoker With Couples Discount

Gender	Issue Age	No Inflation Option			3% Simple Inflation Option			5% Simple Inflation Option			5% Compound Inflation Option		
		4 Year	6 Year	8 Year	4 Year	6 Year	8 Year	4 Year	6 Year	8 Year	4 Year	6 Year	8 Year
Female	30	302.04	308.72	313.96	390.35	410.33	426.40	492.34	530.71	605.95	1,225.12	1,450.29	1,651.22
Female	40	403.60	419.95	428.33	500.88	534.11	558.05	592.49	623.08	700.56	1,288.64	1,492.49	1,715.11
Female	50	489.36	513.63	537.80	627.61	660.07	697.00	772.44	799.43	883.16	1,377.89	1,578.93	1,812.45
Female	60	648.90	680.44	723.75	804.43	843.52	958.49	958.28	1,035.29	1,125.59	1,570.52	1,800.49	2,047.21
Female	70	896.91	961.25	1,057.46	1,123.18	1,258.36	1,427.03	1,343.91	1,541.11	1,778.42	2,080.18	2,308.64	2,560.64
Male	30	347.73	350.89	366.32	424.45	444.27	467.43	511.78	536.65	562.27	822.28	938.15	1,039.53
Male	40	434.59	438.46	460.43	530.68	554.93	583.28	637.56	667.99	699.35	854.05	958.94	1,068.88
Male	50	507.49	512.22	539.12	628.29	657.98	692.67	759.09	795.87	834.71	911.04	1,013.91	1,132.84
Male	60	684.19	691.10	728.51	842.11	881.20	944.50	984.50	1,061.51	1,123.59	1,132.45	1,291.29	1,373.99
Male	70	859.49	936.16	1,029.18	1,067.28	1,160.67	1,251.67	1,237.50	1,330.48	1,428.14	1,392.88	1,613.70	1,769.47

B. Forms ICC11 P11PPC, ICC11 R11ABR, & ICC11 R11EBR

Nonsmoker With Couples Discount

Gender	Issue Age	No Inflation Option			3% Simple Inflation Option			5% Simple Inflation Option			5% Compound Inflation Option		
		4 Year	6 Year	8 Year	4 Year	6 Year	8 Year	4 Year	6 Year	8 Year	4 Year	6 Year	8 Year
Female	30	242.00	247.52	251.85	305.65	322.30	335.69	378.45	404.68	427.74	899.82	1,041.84	1,240.67
Female	40	313.11	322.09	329.01	394.05	420.11	440.06	465.83	487.92	552.30	987.40	1,130.38	1,324.40
Female	50	397.67	418.55	439.43	525.20	552.25	586.88	653.30	675.43	741.01	1,088.43	1,250.31	1,432.89
Female	60	553.65	588.53	623.41	710.13	777.41	847.48	855.27	932.32	1,008.36	1,265.69	1,457.33	1,662.93
Female	70	738.21	802.50	875.80	953.91	1,075.69	1,216.69	1,152.76	1,330.42	1,537.29	1,715.60	1,910.03	2,124.50
Male	30	303.65	306.90	309.65	347.55	355.51	362.35	383.26	394.99	405.70	650.48	713.67	771.30
Male	40	381.76	386.08	389.64	433.69	443.72	452.36	475.05	489.62	502.75	725.49	790.85	846.48
Male	50	452.96	473.63	494.31	561.39	587.53	615.95	675.00	710.04	744.34	800.25	873.69	943.16
Male	60	612.94	646.89	680.85	748.47	790.57	835.84	895.29	942.22	994.32	980.74	1,142.74	1,215.92
Male	70	783.20	851.05	918.91	956.02	1,027.14	1,107.66	1,100.33	1,177.41	1,263.83	1,234.54	1,428.05	1,565.90

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Gender	Issue Age	No Inflation Option			3% Simple Inflation Option			5% Simple Inflation Option			5% Compound Inflation Option		
		4 Year	6 Year	8 Year	4 Year	6 Year	8 Year	4 Year	6 Year	8 Year	4 Year	6 Year	8 Year
Female	30	25%	25%	25%	28%	27%	27%	30%	31%	42%	36%	39%	33%
Female	40	29%	30%	30%	27%	27%	27%	27%	28%	27%	31%	32%	30%
Female	50	23%	23%	22%	19%	20%	19%	18%	18%	19%	27%	26%	26%
Female	60	17%	16%	16%	13%	9%	13%	12%	11%	12%	24%	24%	23%
Female	70	21%	20%	21%	18%	17%	17%	17%	16%	16%	21%	21%	21%
Male	30	15%	14%	18%	22%	25%	29%	34%	36%	39%	26%	31%	35%
Male	40	14%	14%	18%	22%	25%	29%	34%	36%	39%	18%	21%	26%
Male	50	12%	8%	9%	12%	12%	12%	12%	12%	12%	14%	16%	20%
Male	60	12%	7%	7%	13%	11%	13%	10%	13%	13%	15%	13%	13%
Male	70	10%	10%	12%	12%	13%	13%	12%	13%	13%	13%	13%	13%

PACIFIC LIFE INSURANCE COMPANY
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LONG-TERM CARE INSURANCE – OUTLINE OF COVERAGE

Rider Forms R12ABR and R12EBR

NOTICE TO BUYER: These Riders may not cover all of the costs associated with long-term care incurred by the buyer during the period of coverage. The buyer is advised to review carefully all Rider limitations.

CAUTION: The issuance of this long-term care insurance is based upon your responses to the questions on your application. A copy of your application will be attached to any issued Policy. If your answers are incorrect or untrue, we have the right to deny benefits or rescind your Policy and Riders. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of your answers are incorrect, contact us at this address: [45 Enterprise, Aliso Viejo, CA 92656].

1. THIS POLICY AND THE RIDERS PROVIDE INDIVIDUAL COVERAGE

The Policy is a flexible premium adjustable life insurance policy with individual long-term care insurance Riders. If the base life insurance Policy is issued, the Accelerated Benefit Rider (ABR) will also be issued. The coverage under the ABR provides two years of long-term care insurance benefits by accelerating payment of the life insurance policy's face amount. The Extended Benefit Rider (EBR) is an optional purchase and provides between one and six years of additional long-term care benefits, depending on the duration elected. You may elect to purchase the Policy and ABR without purchasing the EBR. This outline of coverage describes both the ABR and the EBR (Riders). Capitalized terms used in this outline of coverage are defined in the Definitions section, starting on page 8.

2. PURPOSE OF THE OUTLINE OF COVERAGE

This outline of coverage provides a very brief description of the important features of the coverage. You should compare this outline of coverage to outlines of coverage for other policies available to you. This is not an insurance contract, but only a summary of coverage. Only the individual Policy and Riders contain governing contractual provisions. This means that the Policy and Riders set forth in detail the rights and obligations of both you and the insurance company. Therefore, if you purchase this coverage, or any other coverage, it is important that you **READ YOUR POLICY AND RIDERS CAREFULLY!**

3. FEDERAL TAX CONSEQUENCES

These Riders are intended to provide federally tax-qualified long-term care insurance under Section 7702B(b) of the Internal Revenue Code of 1986, as amended. You are advised to consult with a qualified tax advisor.

4. TERMS UNDER WHICH YOUR COVERAGE MAY BE CONTINUED IN FORCE OR DISCONTINUED

RENEWABILITY: THIS COVERAGE IS NONCANCELLABLE – This means you have the right, subject to the terms of your Policy and Riders, to continue your coverage as long as the one-time premium is paid. We cannot change any of the terms of your coverage on our own and

cannot require that you pay additional premium after the Riders are issued, including for any Inflation Benefit Option.

Waiver of Premium – A waiver of premium provision waives premium payments that become due when an insured is receiving benefits under the coverage. There is no waiver of premium for these Riders because there is only one premium required and it must be paid prior to the coverage being issued. After issue there are no further premiums required that could be waived.

5. TERMS UNDER WHICH WE MAY CHANGE PREMIUMS

We do not have the right to change the premium rates for your coverage. This coverage requires a one-time premium and it must be paid prior to the Policy and Riders being issued. After issue, you will not be required to make any additional premium payments.

6. TERMS UNDER WHICH THE POLICY AND RIDERS MAY BE RETURNED AND PREMIUM REFUNDED

The Owner has 30 days from the day the Policy and Riders are received to examine and return them to us if the Owner decides not to keep them. The Owner does not have to tell us the reason for returning the Policy and the Riders. The Policy and Riders can be returned to us at our Administrative Office or to the Producer through whom it was bought. We will refund, directly to the payer, the full amount of any premium paid within 30 days of such a Policy and Rider return and the Policy and Riders will be void from the start.

Return of Premium Benefit – The Riders each include a Return of Premium Benefit that is payable if the coverage is surrendered or lapsed. At issue, the Return of Premium Benefit is equal to the premium paid for the ABR or EBR, as shown on the Policy specifications. After issue, the Return of Premium Benefit may be reduced by withdrawals, a Terminal Illness Benefit Payment (available under the terms of the Policy) or benefit payments under the Riders, as described in the Riders.

Limited Refund on Death – Some of the premium paid for the Riders may be refunded on the death of the Insured. The amount of refunded premium, if any, will be based on the premium paid for the Riders, adjusted for any death benefit payable under the Policy, benefit payments made under the Riders, Terminal Illness Benefit Payment or withdrawals, as described in the Riders.

7. THIS IS NOT MEDICARE SUPPLEMENT COVERAGE

If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from us. Neither Pacific Life Insurance Company nor our producers/representatives represent Medicare, the federal government, or any state government.

8. LONG-TERM CARE COVERAGE

Policies of this category are designed to provide coverage for one or more necessary diagnostic, preventive, therapeutic, rehabilitative, maintenance, or personal care services, provided in a setting other than an acute care unit of a hospital, such as in a nursing home facility, in the community, or in the home.

With the exception of the International Benefit, which applies only to the ABR, this coverage provides reimbursement benefits. Reimbursement benefits reimburse the Owner for long-term care Covered Expenses incurred. The International Benefit under the ABR pays indemnity benefits. Indemnity benefits pay a fixed dollar amount regardless of the amount of expenses incurred. All benefits are subject to limitations, an Elimination Period and other requirements.

9. BENEFITS PROVIDED BY THE COVERAGE

Benefits are available under the ABR up to the Monthly Maximum Benefit Amount until the Maximum ABR Benefit Limit is reached. The EBR extends most of the benefits provided by the ABR, subject to the Maximum Benefit Amount, until the Maximum EBR Benefit Limit is reached. The Non-Continual Alternative Care Benefit and the Caregiver Training Benefit are subject to lifetime maximums specific to those benefits. You must meet the Eligibility for the Payment of Benefits requirements in order to receive benefits for the following Covered Expenses:

Care Coordination and Care Coordination Benefit – Care Coordination is intended to help identify an Insured's specific care needs and long-term care services and programs available to meet those needs. Care Coordination will provide the Insured with a Care Coordinator who will review the Insured's specific situation and develop Plans of Care to meet the Insured's needs. The Care Coordinator will: assess the Insured's functional, cognitive and personal needs for care and services on an ongoing basis; work with the Insured to determine the specific services the Insured requires; develop and suggest initial and subsequent Plans of Care to assist the Insured in meeting the Insured's needs; coordinate and monitor the Insured's care needs on an ongoing basis to help the Insured receive appropriate care; and help the Insured arrange for care.

Care Coordination provided by us does not require a claim for benefits and does not count against the Monthly Maximum Benefit Amount and Maximum Benefit Limits. Care Coordination not performed by us requires a claim for Care Coordination Benefits, which counts against the Monthly Maximum Benefit Amount and Maximum Benefit Limits. Benefits are payable for Covered Expenses the Insured incurs for Care Coordination not performed by us during the Policy month up to the Monthly Maximum Benefit Amount.

Nursing Home Benefit – Benefits are payable for Covered Expenses the Insured incurs during Confinement in a Nursing Home Facility, which include: room and board; ancillary services such as therapy services; patient supplies; Hospice Care and Respite Care; and bed reservation to keep the Insured's bed in the facility while the Insured is absent for any reason except discharge. Covered Expenses also include Hospice Care provided by a Hospice Care Facility. Covered Expenses do not include expenses the Insured incurs for drugs or any charges for comfort and convenience such as televisions, telephones, beauty care, entertainment and guest meals. Benefits are payable for the Covered Expenses the Insured incurs in a Nursing Home Facility up to the Monthly Maximum Benefit Amount and the Maximum Benefit Limits. There is a maximum benefit for bed reservation of 30 days per Policy year. If the Insured is not a Chronically Ill Individual each day of the Policy month, the Nursing Home Benefit will be pro-rated.

Assisted Living Facility Benefit – Benefits are payable for Covered Expenses the Insured incurs during Confinement in an Assisted Living Facility, which include: room and board; ancillary services such as therapy services; patient supplies; Hospice Care and Respite Care; and bed reservation to keep the Insured's bed in the facility while the Insured is absent for any reason except discharge. Covered Expenses do not include expenses the Insured incurs for drugs or any charges for comfort and convenience such as televisions, telephones, beauty care, entertainment and guest meals. Benefits are payable for the Covered Expenses the Insured incurs in an Assisted Living Facility up to the Monthly Maximum Benefit Amount and the Maximum Benefit Limits. There is a maximum benefit for bed reservation of 30 days per Policy year. If the Insured is not a Chronically Ill Individual each day of the Policy month, the Assisted Living Facility Benefit will be pro-rated.

Home and Community Care Benefit – Benefits are payable for Covered Expenses the Insured incurs for Home and Community Care, which include the following services when provided by a Home Health Care Agency or by an Independent Provider: Home Health Care Services;

Maintenance or Personal Care Services; Hospice Care; and Respite Care. Covered Expenses also include Adult Day Care provided by an Adult Day Care Center. Benefits are payable for the Covered Expenses the Insured incurs for Home and Community Care up to the Monthly Maximum Benefit Amount and the Maximum Benefit Limits. If the Insured is not a Chronically III Individual each day of the Policy month, the Home and Community Care Benefit will be pro-rated.

International Benefit – The International Benefit is included as part of the ABR only and is not available under the EBR. The Insured is eligible to receive the full Monthly Maximum ABR Benefit Amount when Confined in a Nursing Home Facility outside the United States. No other benefit is payable under the ABR during any Policy month for which the Insured receives the International Benefit. This cash benefit will be available beginning on the date the Insured first satisfies the Eligibility for Payment of Benefits requirements and is Confined to a Nursing Home Facility outside the United States. Certification that the Insured is a Chronically III Individual shall be performed by a Licensed Health Care Practitioner. The Insured must provide written proof, in English, that the Insured is a Chronically III Individual and is Confined in a Nursing Home Facility outside the United States in order to receive this benefit. For proof of this, we will accept a bill from the Nursing Home Facility, and such proof shall be provided monthly. The Insured must provide written proof every 90 days, in English, that the Insured is a Chronically III Individual. The cost for providing any proof required for this benefit is the responsibility of the Owner. We must be notified in advance to receive the International Benefit and such notice must be made in writing and in English. Each month the Insured is eligible for the International Benefit, benefits are payable in the amount of the Monthly Maximum ABR Benefit Amount. If the Insured is not a Chronically III Individual each day of the Policy month, the International Benefit will be pro-rated. All benefit payments will be made in U.S. dollars.

Alternative Care Benefit – We reserve the right to authorize benefits for providers, treatments or services not otherwise specified in the Riders. Benefits and services can be authorized if we determine that they: are cost-effective; are appropriate to the Insured's needs; are consistent with general standards of care; provide the Insured with an equal or greater quality of care; and are for and constitute Qualified Long-Term Care Services. Any benefits, treatments or services we authorize must also be agreed to by the Owner, the Insured or his Representative and, if appropriate, the Insured's Physician. We reserve the right to decline to authorize benefits and services. Benefits are payable for the Covered Expenses the Insured incurs for the Alternative Care Benefit up to the Monthly Maximum Benefit Amount and the Maximum Benefit Limits.

Non-Continual Alternative Care Benefit – Benefits are payable for Covered Expenses the Insured incurs for Home Modification and Durable Medical Equipment up to the Non-Continual Alternative Care Benefit Lifetime Maximum.

Home Modification – The Non-Continual Alternative Care Benefit is payable if Home Modification is recommended by a Care Coordinator in the Insured's Plan of Care and is mutually agreeable to the Owner, the Insured and us as a cost-effective alternative to benefits otherwise provided by the Riders. Covered Expenses for Home Modification means the cost of Home Modification if the Insured's Care Coordinator finds that modification to your Home is a cost effective alternative method of care and recommends the modification. We will pay the actual charges incurred for labor, equipment, and supplies for modifications to the Insured's Home that will enhance the Insured's ability to perform the Activities of Daily Living and allow the Insured to remain in the Insured's Home safely.

Durable Medical Equipment – The Non-Continual Alternative Care Benefit is payable if the use of Durable Medical Equipment is specified in the Insured's Plan of Care and is mutually agreeable to the Owner, the Insured and us as a cost-effective alternative to benefits otherwise provided by the Riders. Covered Expenses for Durable Medical Equipment are

the rental charges for Durable Medical Equipment that is normally rented on a daily or weekly basis or the purchase price of such equipment if it is more cost-effective to purchase such equipment and it is specified in your Plan of Care. We will decide whether a rental or purchase of the Durable Medical Equipment is more appropriate.

Caregiver Training Benefit – Caregiver Training Benefits are payable for Covered Expenses the Insured incurs for training a person (family or friend) to be an Informal Caregiver to provide care for the Insured in the Insured’s Home. Covered Expenses for Caregiver Training means expenses the Insured incurs for Caregiver Training in the proper use and care of a therapeutic device or an appropriate caregiving procedure. We will not pay for training provided to someone who will be paid to care for the Insured. The training cannot be received when the Insured is Confined in a hospital, Assisted Living Facility, Hospice Care Facility, or Nursing Home Facility, unless it is reasonably expected that the training will make it possible for the Insured to return to Home where the Insured can be cared for by the person receiving the training. Benefits are payable for the Covered Expenses the Insured incurs for Caregiver Training up to the Caregiver Training Benefit Lifetime Maximum.

Nonforfeiture Benefit of the EBR – Upon lapse of the EBR, the Owner is eligible for a Nonforfeiture Benefit of either the Return of Premium Benefit, as described above under section 6, or a limited amount of paid-up long-term care benefits, as described in the EBR.

ELIGIBILITY FOR THE PAYMENT OF BENEFITS

To be eligible for benefits under the coverage, we must verify that the Insured is a Chronically Ill Individual, as certified by a Licensed Health Care Practitioner within the past 12 months. In addition:

- The cost incurred is a Covered Expense under the coverage and the service for such Covered Expense is provided pursuant to a written Plan of Care for the Insured that is appropriate and consistent with generally accepted standards of care for persons who are Chronically Ill Individuals;
- Coverage under the Riders must be in force on the dates the care is received;
- The Insured must not have exhausted the applicable limits on the specific benefits claimed, or the Maximum Benefit Limit;
- The Insured must meet the additional requirements for the specific benefits claimed; and
- The Insured must satisfy the applicable Elimination Period.

Long-Term Care Benefits	Elimination Period
Alternative Care Benefit:	[0] Days
Assisted Living Facility Benefit:	[90] Days
Care Coordination Benefit:	[0] Days
Caregiver Training Benefit:	[0] Days
Home and Community Care Benefit:	[0] Days
International Benefit:	[90] Days
Non-Continual Alternative Care Benefit:	[0] Days
Nursing Home Benefit:	[90] Days

10. EXCLUSIONS AND LIMITATIONS

Pre-Existing Conditions – We will not reduce or deny any claim under the Riders because of a sickness or physical or medical condition disclosed on the application.

Non-eligible Facilities and Providers – Any facility or provider for a given benefit that does not fall within the “Definitions” section, starting on page 8, would be a non-eligible facility or provider for that benefit.

Non-eligible Levels of Care – Coverage does not include any services that do not constitute Qualified Long-Term Care Services. Care from family members is covered only where specifically indicated below in Exclusions/Exceptions and Limitations.

Exclusions/Exceptions and Limitations – We will not pay benefits for any room and board, care, treatment, services, equipment, or other items for:

- Care or services provided by the Insured’s Immediate Family unless:
 - he or she is a regular employee of an organization which is providing the treatment, service or care; and
 - the organization receives the payment for the treatment, service or care;
- Care or services for which no charge is normally made in the absence of insurance;
- Care or services provided outside the United States of America, except as described in the International Benefit;
- Care or services that result from an attempt at suicide (while sane or insane) or an intentionally self-inflicted injury;
- Treatment provided in a government facility (unless otherwise required by law);
- Services for which benefits are available under Medicare (including amounts that would be reimbursable but for the application of a deductible or coinsurance amount) or other governmental program (except Medicaid), any state or federal workers’ compensation, employer’s liability or occupational disease law, or any motor vehicle no-fault law; or
- Services received while the Riders are not in force, except as provided in the provision.

Non-Duplication – We will not pay benefits for any amount that would be reimbursable under Medicare or any other plan or program but for the application of a deductible or coinsurance amount. We will pay the difference between the actual expense and the benefits payable by Medicaid or private insurance, but our payment will not exceed the amount we would have paid in the absence of such other insurance. However, if the Insured’s Medicaid or private insurance denies payment for a service that we cover, we will pay the benefit as outlined in the Rider.

Duration – The ABR provides two years of long-term care benefits. The EBR provides between one and six years of additional long-term term care benefits, depending on the duration elected. These durations may increase or decrease depending on how the Policy and Rider benefits are used.

THIS COVERAGE MAY NOT COVER ALL THE EXPENSES ASSOCIATED WITH YOUR LONG-TERM CARE NEEDS.

11. RELATIONSHIP OF COST OF CARE AND BENEFITS

Because the costs of long-term care services will likely increase over time, consider whether and how the benefits of this coverage may be adjusted. One of the available Inflation Benefit Options may be elected at the time of purchase to increase the coverage. While the Insured will be underwritten in order to purchase the coverage, once the Inflation Benefit Option is in effect, no further underwriting is required. There is a premium charge for including any Inflation Benefit Option in the coverage. The premium charge varies depending on which Inflation Benefit Option is elected.

Unless rejected, one of the following will apply to the Riders:

- 5% Compound Inflation Benefit Option

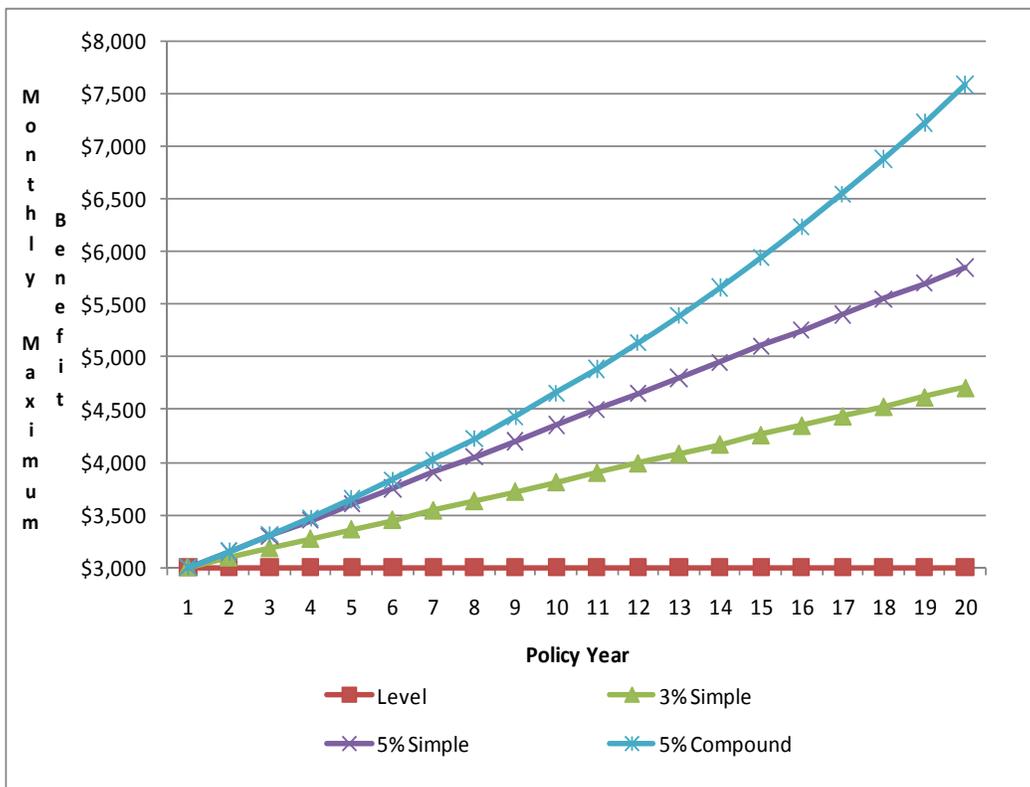
- 5% Simple Inflation Benefit Option
- 3% Simple Inflation Benefit Option

Simple Inflation Benefit Option (3% or 5%) – If this Option is in effect, the Monthly Maximum Benefit Amount will be increased on each Policy anniversary by an amount equal to the selected percentage of the initial Monthly Maximum Benefit Amount. The Maximum Benefit Limits will be increased by the same proportion as the Monthly Maximum Benefit Amount.

Compound Inflation Benefit Option (5%) – If this Option is in effect, the Monthly Maximum Benefit Amount will be increased on each Policy anniversary by an amount equal to 5% of the Monthly Maximum Benefit Amount in effect immediately prior to the increase. The Maximum Benefit Limits will also be increased on each Policy anniversary by an amount equal to 5% of the Maximum Benefit Limits in effect immediately prior to the increase.

INFLATION PROTECTION – GRAPHIC COMPARISONS

The following chart compares and contrasts benefit levels for coverage with no inflation protection and coverage with the 3% simple, 5% simple and 5% compound Inflation Benefit Options offered with the coverage. The chart assumes an initial Monthly Maximum Benefit Amount of \$3,000.



The following chart shows a relative cost comparison of total premiums with and without an Inflation Benefit Option. At each issue age and gender combination, the chart shows the total premium with the Inflation Benefit Option divided by the total premium without the Inflation Benefit Option. For example, total premiums for a 35 year old female single non-smoker for coverage with the 5% simple Inflation Benefit Option will cost 161% of the total premiums for coverage with no Inflation Benefit Option. The chart assumes a 2 year ABR and 2 year EBR were elected.

Issue Age	Gender	Inflation Option for 4 Year LTC Benefit			
		None	3% Simple	5% Simple	5% Compound
35	Male	100%	125%	154%	232%
	Female	100%	130%	161%	388%
45	Male	100%	126%	156%	196%
	Female	100%	133%	163%	324%
55	Male	100%	124%	151%	180%
	Female	100%	128%	153%	277%
65	Male	100%	124%	145%	172%
	Female	100%	127%	149%	263%
75	Male	100%	122%	139%	159%
	Female	100%	141%	166%	231%

12. ALZHEIMER'S DISEASE AND OTHER ORGANIC BRAIN DISORDERS

Once an Insured's application is approved, coverage is provided for an Insured who is a Chronically Ill Individual as a result of Alzheimer's disease or any related degenerative and dementing illnesses.

13. PREMIUM

The one-time premium for the coverage will be determined based on the amount of coverage, the Inflation Benefit Option elected, if any, and the Insured's issue age and gender as described in the application and illustrated in the chart in section 11.

14. ADDITIONAL FEATURES

Underwriting – We will underwrite the Insured's application by reviewing one or more of the following: the information submitted on the application; an attending Physician's report; copies of the Insured's medical records; a medical evaluation; a telephone interview; and an in-person interview.

Added Protection Against Lapse – If the Insured's coverage terminates due to lapse, we will provide a retroactive continuation of coverage if within five (5) months of the termination date the Insured provides us with proof the Insured was a Chronically Ill Individual, beginning on or before the termination date. All past due premiums, outstanding Policy Debt prior to the date of lapse and any amount refunded due to lapse in connection with the Rider Return of Premium Benefit must be paid. In that event, the Policy and Riders will be reinstated as of the date of that termination without interruption of insurance for that period.

15. CONTACT THE STATE AGENCY LISTED IN A SHOPPER'S GUIDE TO LONG-TERM CARE INSURANCE IF YOU HAVE GENERAL QUESTIONS REGARDING LONG-TERM CARE INSURANCE. CONTACT THE INSURANCE COMPANY IF YOU HAVE SPECIFIC QUESTIONS REGARDING YOUR LONG-TERM CARE INSURANCE COVERAGE.

DEFINITIONS

In this section, we define certain terms used throughout this Outline of coverage. Defined terms are usually capitalized to show emphasis.

ABR – means the Accelerated Benefit Rider.

Activities of Daily Living – means the following self-care functions:

Bathing – Washing oneself by sponge bath, or in either a tub or shower, including the task of getting into or out of the tub or shower.

Continence – The ability to maintain control of bowel and bladder function, or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag.)

Dressing – Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.

Eating – Feeding oneself by getting food into the body from a receptacle (such as a plate, cup, or table) or by a feeding tube or intravenously.

Toileting – Getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.

Transferring – Moving into or out of a bed, chair or wheelchair.

Adult Day Care – means a state licensed or certified program for a specified number of individuals providing social or health-related or both types of services during the day in a community group setting for the purpose of supporting frail, impaired elderly or other disabled adults who can benefit from care in a group setting outside the Home.

Adult Day Care Center – means a facility that is licensed or certified to provide a planned program of Adult Day Care services by the state in which it operates. If the state does not license or certify such facilities, then it must be operated pursuant to law and meet all of the following standards:

- Provides Adult Day Care services in a protective setting and under appropriate supervision, including personal, social, and related supportive services that are designed to meet the needs of functionally or cognitively impaired adults through an individualized service plan;
- Operates on less than a 24-hour basis;
- Keeps written record of services for each person; and
- Has established procedures for obtaining appropriate aid in the event of a medical emergency.

Assessment – means an evaluation done by a Licensed Health Care Practitioner to determine or verify that the Insured is a Chronically Ill Individual. The Assessment uses generally accepted tests and instruments that use objective measures and produce verifiable results.

Assisted Living Care – means personal/custodial monitoring and assistance with Activities of Daily Living provided in a residential setting in a state licensed or certified facility.

Assisted Living Facility – means a facility that is appropriately licensed or certified or complies with the state's facility licensing requirements to engage primarily in providing ongoing Assisted Living Care and related services. If the state does not license or certify such facilities, then it must be operated pursuant to law and meet all of the following standards:

- Provides Assisted Living Care on a continuous 24-hour basis sufficient to support the needs resulting from the inability to perform Activities of Daily Living or from a Severe Cognitive Impairment;
- Has trained and ready-to-respond personnel actively on duty in the facility at all times to provide the services and care;
- Makes and keeps records of all care and services provided to each resident;
- Provides at least three meals a day and accommodates special dietary needs;
- Provides residential services and Maintenance or Personal Care Services for at least six inpatients in one location;

- Has formal arrangements with a Physician or Nurse to furnish medical care in case of an emergency; and
- Has appropriate procedures to provide onsite assistance with prescription medications.

An Assisted Living Facility is not: a hospital; clinic; a place that operates primarily for the treatment of alcoholism, drug addiction or Mental or Nervous Disorders; a Nursing Home Facility; a Hospice Care Facility; an individual residence; an independent living unit; or a group living situation that fails to meet the above requirements.

If a facility has multiple licenses, a portion, wing, ward, or unit will qualify as an Assisted Living Facility only if it is engaged primarily in providing care and services that meet all of the above criteria.

Care Coordination – means identifying a person’s functional, cognitive, personal, and social needs for care and services and can help link the person to a full range of appropriate services.

Care Coordination Provider – means an agency, entity or person that provides Care Coordination and meets certain standards that pertain to staffing requirements, quality assurance, agency functions, reporting and records maintenance requirements.

Care Coordinator – means a Licensed Health Care Practitioner employed by or under contract to a Care Coordination Provider who is qualified by training and experience to assess and coordinate the overall care needs of a person who is a Chronically Ill Individual.

Chronically Ill Individual – means the Insured has been certified by a Licensed Health Care Practitioner as:

- Being unable to perform (without substantial assistance from another individual) at least two Activities of Daily Living for a period of at least 90 days due to a loss of functional capacity; or
- Requiring Substantial Supervision to protect the individual from threats to health and safety due to Severe Cognitive Impairment.

A Chronically Ill Individual shall not include an Insured who otherwise meets these requirements unless within the preceding twelve-month period a Licensed Health Care Practitioner has certified that the Insured meets these requirements.

Confinement or Confined – means the Insured is a resident in a Nursing Home Facility, an Assisted Living Facility or a Hospice Care Facility for a period for which a room and board charge is made.

Covered Expenses – means costs incurred by the Insured for Qualified Long-Term Care Services and for which a benefit is payable under the ABR or EBR. Each benefit section defines its own Covered Expenses.

Durable Medical Equipment – means equipment included in the Plan of Care which:

- Can enhance the Insured’s abilities to perform Activities of Daily Living;
- Is functionally necessary and not just for the Insured’s convenience;
- Is designed for repeated and prolonged use; and
- Is suited for use in the Home.

Infusion pumps, special hospital-style beds, walkers or wheelchairs are examples of types of equipment that may be considered Durable Medical Equipment. Durable Medical Equipment does not include any drug, medicine or equipment implanted in the Insured’s body, temporarily or

permanently. Also not included is any Home Modification, motorized scooter, or sporting, protective, athletic or exercise equipment.

EBR – means the Extended Benefit Rider.

Elimination Period – means the total number of days that the Insured is a Chronically Ill Individual before benefits are payable. Each occurrence of days counted towards satisfying the Elimination Period begins on the first day that the Insured is a Chronically Ill Individual and incurs Covered Expenses. The Insured is not required to continue to incur Covered Expenses during that occurrence to satisfy the Elimination Period. The days do not have to be consecutive; days over separate occurrences may accumulate towards satisfying the Elimination Period. An occurrence ends when the Insured is no longer a Chronically Ill Individual.

The Elimination Period need only be met once during the Insured's lifetime. The Elimination Period is shown on the Policy Specifications.

Any days for which benefits have been paid by Medicare or other insurance for covered Qualified Long-Term Care Services otherwise covered by this Rider will count towards the applicable Elimination Period.

Days may be accumulated before the filing of a claim if we can establish that the Insured met these requirements before the filing of a claim. However, in no case will the Elimination Period start date be more than:

- 90 days prior to the date the Owner or Insured contacts us for a loss related to the Insured's inability to perform Activities of Daily Living; or
- 365 days prior to the date the Owner or Insured contacts us for a loss due to Severe Cognitive Impairment.

Hands-On Assistance – means physical assistance (minimal, moderate or maximal) without which the individual would not be able to perform an Activity of Daily Living.

Home – means the Insured's domicile. Home does not include:

- A Nursing Home Facility, Assisted Living Facility or Hospice Care Facility;
- A hospital; or
- Any other institutional setting.

Home and Community Care – means services for which benefits are payable under the Home and Community Care Benefit.

Home Health Care Agency – means an entity that is licensed or certified to provide Home Health Care Services or Maintenance or Personal Care Services for compensation by the state in which it operates, where required, and employs staff who are qualified by training or experience to provide such care. If the state does not license or certify such entities, then it must be operated pursuant to law and meet all of the following standards:

- Be supervised by a qualified professional such as a Registered Nurse, a licensed social worker, or a Physician;
- Keep clinical records, which include daily records of care provided to its clients, and care plans on all patients; and
- Provide ongoing supervision and training to its employees appropriate to the services to be provided.

Home Health Care Services – means medical and non-medical services, provided to ill, disabled or infirm persons in their residences. Such services may include Homemaker Services, assistance with Activities of Daily Living and Respite Care.

Home Modification – means the labor, equipment, and supplies used to make changes in the Insured's Home. These changes must be designed to:

- Enhance the Insured's ability to perform Activities of Daily Living; and
- Allow the Insured to live safely and independently in his or her Home.

Examples include installation of a ramp in the Home or grab bars in the bathroom. It cannot include home repair, remodeling, or installation of a hot tub, swimming pool, or jacuzzi or other similar items or services.

Homemaker Services – means assistance with activities necessary to or consistent with the Insured's ability to live safely and independently in his or her Home.

Hospice Care – means services designed to provide palliative care and alleviate the Insured's physical, emotional and social discomforts if he or she is Terminally Ill and in the last phases of life.

Hospice Care Facility – means a facility that is appropriately licensed or certified to provide Hospice Care in the state in which it operates. If the state does not license or certify such entities, then it must be operated pursuant to law and provide a formal Hospice Care program directed by a Physician on an inpatient basis. Hospice Care Facility does not mean a hospital or clinic, a community living center or a place that provides residential care only.

Immediate Family – means the Insured's Spouse and the parents, brothers, sisters and children of either the Insured or the Insured's Spouse by blood, adoption or marriage.

Independent Provider – means an individual who is not employed by a Home Health Care Agency but is properly licensed or certified, in states where required, or trained to provide Home Health Care Services or Maintenance or Personal Care Services.

Informal Caregiver – means the person who has responsibility for providing nonprofessional care on an unpaid basis for the Insured in the Insured's Home. A person who is paid to care for the Insured cannot be an Informal Caregiver.

Licensed Health Care Practitioner – means a physician, as defined in Section 1861(r)(1) of the Social Security Act, a registered professional nurse, licensed social worker or other individual who meets such requirements as may be prescribed by the Secretary of the Treasury of the United States. A Licensed Health Care Practitioner does not include anyone who is an Immediate Family member.

Maintenance or Personal Care Services – means any care the primary purpose of which is the provision of needed assistance with any of the disabilities as a result of which the Insured is a Chronically Ill Individual. This includes protection from threats to health and safety due to Severe Cognitive Impairment.

Maximum Benefit Limit – is the total amount of lifetime benefits payable under the ABR or EBR, as applicable, as described in the ABR or EBR.

Medicare – means Title I, Part I of Public Law 89-97, as Enacted by the Eighty-Ninth Congress of the United States of America and popularly known as the Health Insurance for the Aged Act, as then constituted and any later amendments or substitutes thereof.

Mental or Nervous Disorder – means neurosis, psychoneurosis, psychopathology, psychosis, or mental or emotional disease or disorder, as classified in the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association. If the DSM is discontinued or replaced, the diagnostic manual in use by the American Psychiatric Association as of the date of the Insured's illness will be used.

Monthly Maximum Benefit Amount – is the total amount of monthly benefits payable under the ABR or EBR, as applicable.

Nurse – means someone who is licensed as a Registered Nurse, Licensed Practical Nurse, or Licensed Vocational Nurse and is operating within the scope of that license.

Nursing Home Care – means nursing care and related services provided on an in-patient basis by a state licensed or certified facility, other than a hospital (except for an area of a hospital or unit that is licensed or certified as a nursing care facility and that is not providing acute care).

Nursing Home Facility – means a facility or distinctly separate part of a hospital or other institution that is appropriately licensed or certified or complies with the state's facility licensing requirements to engage primarily in providing Nursing Home Care to inpatients under a planned program supervised by a Physician. If the state does not license or certify such facilities, then it must be operated pursuant to law and meet all of the following standards:

- Provides Nursing Home Care to inpatients under a planned program supervised by a Physician;
- Provides 24 hour-a-day nursing care by a Nurse under the supervision of a Registered Nurse or a Physician;
- Has formal arrangements with a Physician to furnish medical care in case of an emergency;
- Maintains a daily medical record of each inpatient; and
- Provides nursing care at skilled, intermediate, or custodial levels.

Nursing Home Facility also means a facility that is licensed as a specialized Alzheimer's Unit or Memory Care Unit in all states where such licensure exists.

A Nursing Home Facility is not:

- A hospital or clinic;
- A place which operates primarily for the treatment of alcoholism, drug addiction, or Mental or Nervous Disorders;
- An Assisted Living Facility;
- A Hospice Care Facility;
- An adult residential care home;
- A domiciliary care facility;
- The Insured's primary place of residence in an area used principally for independent residential living; or
- A similar establishment.

If a facility has multiple licenses, a portion, wing, ward, or unit will qualify as a Nursing Home Facility only if it:

- Meets all of the above criteria;
- Is authorized to provide nursing care to inpatients; and
- Is engaged principally in providing such nursing care in accordance with that license.

Physician – (as defined in Section 1861(r)(1) of the Social Security Act) – means a doctor of medicine or osteopathy legally authorized to practice medicine and surgery by the state in which he or she performs such function or action.

Plan of Care – means a written individualized plan of services, which we verify as appropriate and consistent with generally accepted standards, prescribed by a Licensed Health Care Practitioner. It specifies the Insured's long-term care needs and the type, frequency, and providers of the services appropriate to meet those needs and the costs, if any, of those services.

Policy – means the flexible premium adjustable life insurance policy Form P12PPC to which the Riders are attached.

Qualified Long-Term Care Services – means services that meet the requirements of Section 7702B(c)(1) of the Internal Revenue Code of 1986, as amended, as follows: necessary diagnostic, preventative, therapeutic, curing, treating, mitigating and rehabilitative services, and maintenance or personal care services which are required by a Chronically Ill Individual and are provided pursuant to a plan of care prescribed by a Licensed Health Care Practitioner.

Respite Care – means supervision and care the Insured receives while the family or other individuals who normally provide substantial amounts of care on a daily basis take short-term leave or rest that provides them with temporary relief from the responsibilities of providing care.

Riders – means the ABR and the EBR.

Severe Cognitive Impairment – means a deficiency in an individual's short or long-term memory, orientation as to person, place and time, deductive or abstract reasoning, or judgment as it relates to safety awareness.

Standby Assistance – means the presence of another person, within arm's reach of the Insured, which is necessary to prevent, by physical intervention, the Insured's injury while the Insured is performing an Activity of Daily Living.

Substantial Assistance – means either Hands-on Assistance or Standby Assistance.

Substantial Supervision – means continual supervision (which may include cueing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect the Insured from threats to the Insured's health or safety (including, but not limited to, such threats as may result from wandering.)

Terminally Ill – means the Insured has a life expectancy of 12 months or less, as certified by a Physician.

Terminal Illness Benefit Payment – means the actual dollar amount of benefit received under the Terminal Illness Benefit of the Policy.

Statement of Variability
Policy Form R12ABR

Location	Factor	Sample Value	Range	Conditions
Cover	State Department of Insurance Phone Number	(XXX) XXX-XXXX	Current Dept. of Ins. phone number of one of 50 states and D.C.	Administrative system assigns based on state where policy is issued
Cover	Officers	James T. Morris Jane M. Guon	Officer's signatures	Reflects the current holders of the titles indicated below
Cover	Company contact information	www.PacificLife.com , (800) 347-7787	Web site and telephone number	Company's current web site address and telephone number will be reflected
Cover	Company contact information	www.PacificLife.com , (800) 347-7787	Web site and telephone number	Company's current web site address and telephone number will be reflected

Statement of Variability
Policy Form R12EBR

Location	Factor	Sample Value	Range	Conditions
Cover	State Department of Insurance Phone Number	(XXX) XXX-XXXX	. Dept. of Ins. phone number of one of 50 states and D.C.	Administrative system assigns based on state where policy is issued
Cover	Officers	James T. Morris Jane M. Guon	Officer's signatures	Reflects the current holders of the titles indicated below
Cover	Company contact information	www.PacificLife.com , (800) 347-7787	Web site and telephone number	Company's current web site address and telephone number will be reflected
Cover	Company contact information	www.PacificLife.com , (800) 347-7787	Web site and telephone number	Company's current web site address and telephone number will be reflected

Statement of Variability
Policy Form N1200C

Location	Factor	Sample Value	Range	Conditions
Page 1	Company contact information	45 Enterprise, Aliso Viejo, CA 92656 (800) 347-7787 www.PacificLife.com	Company address, web site, telephone number	Reflects the current address, web site and phone number of company
Page 5	LTC Benefits Alternative Care Benefit Assisted Living Facility Benefit Care Coordination Benefit Caregiver Training Benefit Home and Community Care Benefit International Benefit Non-Continual Alternative Care Benefit Nursing Home Benefit	0 Days 90 Days 0 Days 0 Days 0 Days 90 Days 0 Days 90 Days	0-90 days	May change after an actuarial pricing evaluation. Any such change will apply to new issues

Statement of Variability
Policy Form P12PPC

Location	Factor	Sample Value	Range	Conditions
Cover	Company contact information	45 Enterprise, Aliso Viejo, CA 92656, www.pacificlife.com , (800) 347-7787.	Company address, web site, telephone number	Reflects the current address, web site and phone number of company
Cover	Officers	James T. Morris Jane M. Guon	Signatures of officers	Reflects the current holders of the titles indicated below the signatures
Cover	Insured	Jane Doe	Insured's name	Owner's choice
Cover	Owner	Leland Stanford	Owner's name	Owner's choice
Cover	Policy Number	LTC6999990	Administrative system assigns	Administrative system assigns
Cover	Policy Date	February 1, 2013	Date policy is in force	Administrative system assigns
Cover	State Department of Insurance Phone Number	(XXX) XXX-XXXX	Current Dept. of Ins. phone number	Administrative system assigns
Cover	Marketing Name	PPCA	Marketing abbreviation	Marketing decision
Page 3.0	Policy Number	LTC6999990	Administrative system assigns	Administrative system assigns
Page 3.0	Extended Benefit Rider	R12EBR Extended Benefit Rider	Present or not present	Owner's choice
Page 3.0	Insured	Jane Doe	Insured's name	Owner's choice
Page 3.0	Owner	Leland Stanford	Owner's name	Owner's choice
Page 3.0	Policy Date	February 1, 2013	Date policy is in force	Administrative system assigns
Page 3.0	Sex and Age	Female 35	Male and Female Issue ages 30-75	Administrative system assigns
Page 3.0	Risk Class	Nonsmoker with Couples Discount	Smoker or Nonsmoker Couples Discount displays only when a couples discount is assigned. It does not display when there is not a couples discount.	Underwriter assigns
Page 3.0	Net Amount at Risk Factor	1.0028709	1.0016516 to 1.0048676	May change after an actuarial pricing evaluation. Any such change will apply to new issues.

Statement of Variability
Policy Form P12PPC

Location	Factor	Sample Value	Range	Conditions
Page 3.0	MEC Status	This Policy is a Modified Endowment Contract	This phrase will display if the policy is a MEC, according to Code Section 7702A. Nothing will display if the policy is not a MEC according to Code Section 7702A.	System calculates
Page 3.0	7 Pay Premium	7 Pay Premium \$1,772.13	The 7 Pay Premium will display only if the policy is not a MEC. If the policy is a MEC, the 7 Pay Premium will not display.	System calculates
Page 3.0	Guaranteed Annual Interest Rate	3.50%	2% to 6% If the GAIR changes within this range, we will submit the change for review.	Market conditions may require rate to be adjusted. Any such change will apply to new issues.
Page 3.0	Maximum Premium Load Rate	4.00%	1% to 9% If the MPLR changes within this range, we will submit the change for review.	Market conditions may require rate to be adjusted. Any such change will apply to new issues.
Page 3.0	Table of Surrender Charge Factors	Initial Amount - \$378.50 Reduction Factor - \$75.70	These amounts vary by issue age, gender and risk class	System calculates
Page 3.0	Surrender Charge Periods	Level Period - 5 Years Surrender Charge Period - 10 Years	0 to 20 years	May change after an actuarial pricing evaluation. Any such change will apply to new issues.
Page 3.0	Maximum Monthly Coverage Charge	Years 1-10 - \$9.25 Year 11+ - \$0.00	These amounts vary by issue age, gender and risk class.	System calculates
Page 3.1	Policy Number	LTC6999990	Administrative system assigns	Administrative system assigns
Page 3.1	Face Amount (Life Coverage)	\$25,000	The minimum face amount is \$25,000. Pacific Life may, from time to time, establish a minimum face in excess of \$25,000 for current sales, on a non-discriminatory basis. The maximum face amount is established by Pacific Life's internal retention, financial and capacity rules, along with reinsurance availability.	Owner's choice

Statement of Variability
Policy Form P12PPC

Location	Factor	Sample Value	Range	Conditions
Page 3.1	Limited Refund on Death		<p>The Limited Refund on Death will be present or not present. It will be present if the premium paid is greater than the Death Proceeds. The following will display on the specifications page: Limited Refund on Death \$XX,XXX</p> <p>The Limited Refund on Death will be zero unless the total premium (Life + ABR + EBR) is greater than the policy Death Proceeds. This will typically only apply at older ages with one of the inflation options.</p>	System Calculates
Page 3.1	Death Proceeds	\$25,000.00	This amount is the total of the Face Amount.	System calculates
Page 3.1	Life Coverage	\$6,707.00	This is a single premium based on the filed premium rates.	System calculates
Page 3.1	Accelerated Benefit Rider (ABR)	\$3,007.75	This is a single premium based on the filed premium rates.	System calculates
Page 3.1	Extended Benefit Rider (EBR)	\$1,999.00	This is a single premium based on the filed premium rates. This amount displays only if the owner applies for the EBR rider.	System calculates
Page 3.1	Total Premium	\$11,713.75	The sum of Life Coverage and Rider premiums.	System calculates
Page 3.1	Return of Premium Benefit	\$11,713.75	The total of all premiums.	System calculates

Statement of Variability
Policy Form P12PPC

Location	Factor	Sample Value	Range	Conditions
Page 3.1	Maximum ABR Benefit Limit	2 Years \$25,000.00	The ABR duration has been bracketed as a placeholder to support a potential range in the future. At such time, all other related documentation would be filed for review. Maximum amount that can be paid during the entire benefit period. This includes benefits subject to the Maximum Monthly ABR Benefit as well as benefits paid for Caregiver Training, Home Modification or Durable Medical Equipment.	System calculates
Page 3.1	Maximum EBR Benefit Limit	4 Years \$50,000.00	1-6 years This includes benefits subject to Maximum Monthly EBR Benefit as well as benefits paid for Caregiver Training, Home Modification or Durable Medical Equipment	Owner's choice Maximum calculated by the system
Page 3.1	Minimum Inflation Benefit Option	\$5,625.00	This benefit is optional and displays only if the owner applies for this	Owner's choice
Page 3.1	Total Long Term Care Benefit	6 Years	2-8 years	Owner's choice
Page 3.1	Total Long Term Care Benefit	\$80,625.00	This is the sum of the benefit amounts listed above this total	System calculates
Page 3.1	Monthly Maximum ABR[and EBR] Benefit Amount	\$1,041.67	EBR displays only if the owner applied for this benefit. If not applied for, the words 'and EBR' will not display. The benefit amount is the result of the ABR Benefit Limit divided by the number of months of the ABR Benefit Duration.	System calculates
Page 3.1	Automatic Inflation Option	Rejected 3% Simple	Displays Rejected if the owner does not apply for this option. If owner applies for this option, one of the following will display: 3% Simple 5% Simple 5% Compound	Owner's choice

Statement of Variability
Policy Form P12PPC

Location	Factor	Sample Value	Range	Conditions
Page 3.1	LTC Benefits Alternative Care Benefit Residential Care Living Facility Benefit Caregiver Training Benefit Home and Comm. Care Bene. International Benefit Non-Contin. Alt. Care Benefit Nursing Home Benefit	0 Days 90 Days 0 Days 0 Days 90 Days 0 Days 90 Days	0-90 days	May change after an actuarial pricing evaluation. Any such change will apply to new issues.
Page 3.1	Non-Continual Alternative Care Benefit Lifetime Maximum Caregiver Training Benefit Lifetime Maximum	and EBR	Present or not, depending whether the owner applied for EBR	Administrative system adds
Page 4.0	Policy Number	LTC6999990	Administrative system assigns	Administrative system assigns
Page 4.0	Insured	Jane Doe	Insured's name	Owner's choice
Page 4.0	Table of COI Rates for Life Coverage	2001 CSO Mortality Table	Monthly Rate varies, based upon Risk Class. Note: Guaranteed COI rates based upon 2001 CSO mortality table	System calculates



PACIFIC LIFE

PACIFIC LIFE INSURANCE COMPANY

Express Mail to: Life Insurance Division

1299 Farnam Street 4th Floor, Omaha, NE 68102

Fax to: (866) 964-4860 • (800) 347-7787 • www.PacificLife.com

PACIFIC PREMIERCARE TICKET

1. PROPOSED INSURED INFORMATION

First Name _____ MI _____ Last Name _____ Other names used in last 5 years _____
 Address: Street _____ City _____ State _____ Zip Code _____
 Date of Birth _____ Place of Birth (State/Country) _____ SSN _____ E-mail Address _____
 Gender: Male Female Cigarette Smoker: No Yes
 Married (or in a civil union or domestic partnership)? No Yes
 If "yes" and spouse/partner will also apply for Pacific PremierCare, provide their name: _____

2. INTERVIEW CONTACT INFORMATION (Telephone # where Proposed Insured can be reached.) Best time to call for interview:
 Primary Number _____ Alternate Number _____ Morning Afternoon Evening

3. POLICY INFORMATION The Policyowner will sign the Application for Pacific PremierCare in the state of _____

Policyowner Name (If other than Proposed Insured) _____ Date of Birth _____ SSN/TIN _____
 Relationship To Proposed Insured _____ Policyowner E-mail Address _____
 Primary Beneficiary Name _____ % Share _____ Relationship To Proposed Insured _____ Date of Trust _____
 Primary Beneficiary Name _____ % Share _____ Relationship To Proposed Insured _____ Date of Trust _____
 \$ _____ Is a Temporary Insurance Agreement (TIA) submitted with this Ticket? No Yes
 Single Premium Amount _____ Amount Submitted \$ _____
Long-Term Care (LTC) Benefit Duration: 2 Years 3 Years 4 Years 5 Years 6 Years 7 Years 8 Years
Inflation Benefit Option: 3% Simple 5% Simple 5% Compound Reject All Inflation Benefit Options

4. EXISTING INSURANCE AND REPLACEMENT INFORMATION

Any existing life or annuity coverage, including those with LTC coverage? No Yes If any "Yes" answers or any policies being replaced, complete applicable replacement and 1035 Absolute Assignment forms.
 Any Replacements? (Check all that apply) Life* Annuity LTC Health
 Any 1035 Exchanges? No Yes
 *If replacing a variable life or annuity contract, I certify that I have the appropriate variable state licenses.

5. COMMISSION AND CASE CONTACT INFORMATION (Use additional sheet if more than 2 Producers. Telephone # and E-mail address are needed to communicate with you throughout the process.)

Producer's Name First	MI	Last (Print)	SSN/TIN	SAID Code	Commission %

Contact Name (If other than producer) _____ Telephone # (Required) _____ Fax # _____ E-mail Address (Required) _____

6. SIGNATURE

I have personally met with and verified the identity of the Proposed Insured by reviewing valid forms of identification.
 I reviewed the pre-qualifying questionnaire with the Proposed Insured and confirmed the Proposed Insured is a good candidate for Pacific PremierCare.
 I will deliver the Outline of Coverage, Things You Should Know Before You Buy Long-Term Care Insurance, Disclosure Notice, Privacy Notice — Health (HIPAA), Life Insurance Buyers Guide, A LTC Shoppers Guide and, if applicable, Important Notice for Active Duty Members of the United States Armed Forces.

SIGN HERE X _____
 Producer's Signature _____ Date (mm/dd/yyyy) _____





PACIFIC LIFE

Send this TeleApp Ticket and All forms to:
 Merrill Lynch Life Agency
 4800 Deer Lake Drive East • Building 1, 3rd Floor
 Attention: Central Agency • Jacksonville, FL 32246
 Fax: (980) 233-7268

PACIFIC PREMIERCARE TICKET FOR MERRILL LYNCH

1. PROPOSED INSURED INFORMATION

First Name _____ MI _____ Last Name _____ Other names used in last 5 years _____ SSN _____

Address: Street _____ City _____ State _____ Zip Code _____

Gender: Male Female Smoker or Non-Smoker Date of Birth _____ Place of Birth (State/Country) _____

Married (or in a civil union or domestic partnership)? Yes No

Policyowner's Merrill Lynch Account # _____ Relationship To Proposed Insured _____

Proposed Policyowner (must match KDI): \$ _____ \$ _____ \$ _____
 Annual Household Income Net Worth Liquid Net Worth

If Trust, Name of Trust _____ Trustees Name _____ Date of Trust _____

2. EXISTING INSURANCE AND REPLACEMENT INFORMATION (List all existing Life and Annuity Policies even if not being replaced.)

Life Insurance*: Yes No Total Death Benefit Amount \$ _____ Replacement: Yes No 1035 Exchange: Yes No

Annuity*: Yes No Total Cash Value \$ _____ Replacement: Yes No

Long Term Care/Health: Yes No Total Monthly Amount \$ _____ Replacement: Yes No

Source of Premium Income Savings/Checking Life Insurance/1035 Annuity Loan Other: _____

*If replacing a variable life or annuity contract, I certify that I have the appropriate variable state licenses.

3. INTERVIEW CONTACT INFORMATION (This information is critical to complete the underwriting process.)

Primary Number _____ Ext _____ Alternate Number _____

CONTRACT & REPLACEMENT INFORMATION – *Required State Replacement Paperwork must be submitted with Ticket along with inforce illustration(s) and Merrill Lynch Replacement Disclosure Form (RDF). The RDF needs to be completed if client is replacing ANY kind of coverage or will be taking funds from another life insurance or annuity policy to pay premium on the PremierCare contract.*

4. POLICY INFORMATION The Policyowner will sign the Application for Pacific PremierCare in the state of _____

Single Premium Amount \$ _____ Initial Death Proceeds \$ _____ Initial Monthly Maximum Benefit \$ _____

Long-Term Care (LTC) Benefit Duration: 2 Years 3 Years 4 Years 5 Years 6 Years 7 Years 8 Years

Inflation Benefit Option: 3% Simple 5% Simple 5% Compound Reject All Inflation Benefit Options

Policyowner Name (If other than Proposed Insured) _____ Date of Birth _____ SSN/TIN _____ Resident State _____ e-mail address _____

Primary Beneficiary Name _____ Relationship To Proposed Insured _____ SSN/TIN _____ Date of Trust _____

5. FINANCIAL ADVISOR INFORMATION (Correspondence will be sent to address below including client's policy for delivery.)

First Name _____ Last Name _____ SSN/TIN _____ SAID CODE _____

Daytime Phone _____ Ext _____ Fax _____ Email address _____

Street _____ City _____ State _____ Zip _____

US Trust Agent _____ US Trust Agent Number _____

US Trust Referral Client Consent Form must be included if referral case. Referring PCA is Insurance Licensed: Check here.

6. SIGNATURE

I have personally met with and verified the identity of the Proposed Insured by reviewing valid forms of identification.

I reviewed the pre-qualifying questionnaire with the Proposed Insured and confirmed the Proposed Insured is a good candidate for Pacific PremierCare.

I will deliver the Outline of Coverage, Things You Should Know Before You Buy Long-Term Care Insurance, Disclosure Notice, Privacy Notice – Health (HIPAA), Life Insurance Buyers Guide, A LTC Shoppers Guide and, if applicable, Important Notice for Active Duty Members of the United States Armed Forces.

SIGN HERE **X** _____ Date (mm/dd/yyyy) _____
 Producer's Signature

For Producer/Broker Use Only - Not to be used with the public.



PACIFIC LIFE INSURANCE COMPANY

Life Insurance Operations Center
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 www.PacificLife.com



REPLACEMENT NOTICE

IMPORTANT NOTICE: REPLACEMENT OF LIFE INSURANCE OR ANNUITIES

This document must be signed by the applicant and the producer, if there is one, and a copy left with the applicant.

You are contemplating the purchase of a life insurance policy or annuity contract. In some cases this purchase may involve discontinuing or changing an existing policy or contract. If so, a replacement is occurring. Financed purchases are also considered replacements.

A replacement occurs when a new policy or contract is purchased and, in connection with the sale, you discontinue making premium payments on the existing policy or contract, or an existing policy or contract is surrendered, forfeited, assigned to the replacing insurer, or otherwise terminated or used in a financed purchase.

A financed purchase occurs when the purchase of a new life insurance policy involves the use of funds obtained by the withdrawal or surrender of or by borrowing some or all of the policy values, including accumulated dividends, of an existing policy to pay all or part of any premium or payment due on the new policy. A financed purchase is a replacement.

You should carefully consider whether a replacement is in your best interest. You will pay acquisition costs and there may be surrender costs deducted from your policy or contract. You may be able to make changes to your existing policy or contract to meet your insurance needs at less cost. A financed purchase will reduce the value of your existing policy and may reduce the amount paid upon the death of the insured.

We want you to understand the effects of replacements before you make your purchase decision and ask that you answer the following questions and consider the questions on the back of this form.

1. Are you considering discontinuing making premium payments, surrendering, forfeiting, assigning to the insurer, or otherwise terminating your existing policy or contract? YES NO

2. Are you considering using funds from your existing policies to pay premiums due on the new policy? YES NO

If you answered "yes" to either of the above questions, list each existing policy or contract you are contemplating replacing (include the name of the insurer, the insured or annuitant, and the policy or contract number if available) and whether each policy or contract will be replaced or used as a source of financing. (Use an additional sheet if necessary.)

EXISTING POLICY/ CONTRACT INFORMATION	POLICY 1		
	Insurer's Name (print)	Policy/Contract Number	Check One <input type="checkbox"/> Replaced <input type="checkbox"/> Financing
	Insured/Annuitant's Name: First MI Last (print)		
	POLICY 2		
	Insurer's Name (print)	Policy/Contract Number	Check One <input type="checkbox"/> Replaced <input type="checkbox"/> Financing
	Insured/Annuitant's Name: First MI Last (print)		
POLICY 3			
Insurer's Name (print)	Policy/Contract Number	Check One <input type="checkbox"/> Replaced <input type="checkbox"/> Financing	
Insured/Annuitant's Name: First MI Last (print)			

ALWAYS REQUIRED if a replacement is occurring	The existing policy or contract is being replaced because
--	---

Make sure you know the facts. Contact your existing company or its agent for information about the old policy or contract. If you request one, an in force illustration, policy summary or available disclosure documents must be sent to you by the existing insurer. Ask for and retain all sales material used by the agent in the sales presentation. Be sure that you are making an informed decision.



REPLACEMENT NOTICE



I do not want this notice read aloud to me _____. (Applicants must initial only if they do not want the notice read aloud.)

A replacement may not be in your best interest, or your decision could be a good one. You should make a careful comparison of the costs and benefits of your existing policy or contract and the proposed policy or contract. One way to do this is to ask the company or agent that sold you your existing policy or contract to provide you with information concerning your existing policy or contract. This may include an illustration of how your existing policy or contract is working now and how it would perform in the future based on certain assumptions. Illustrations should not, however, be used as a sole basis to compare policies or contracts. You should discuss the following with your agent to determine whether replacement or financing your purchase makes sense:

PREMIUMS:

- Are they affordable?
- Could they change?
- You're older--are premiums higher for the proposed new policy?
- How long will you have to pay premiums on the new policy? On the old policy?

POLICY VALUES:

- New policies usually take longer to build cash values and to pay dividends.
- Acquisition costs for the old policy may have been paid, you will incur costs for the new one.
- What surrender charges do the policies have?
- What expense and sales charges will you pay on the new policy?
- Does the new policy provide more insurance coverage?

INSURABILITY:

- If your health has changed since you bought your old policy, the new one could cost you more, or you could be turned down.
- You may need a medical exam for a new policy.
- Claims on most new policies for up to the first two years can be denied based on inaccurate statements.
- Suicide limitations may begin anew on the new coverage.

IF YOU ARE KEEPING THE OLD POLICY AS WELL AS THE NEW POLICY:

- How are premiums for both policies being paid?
- How will the premiums on your existing policy be affected?
- Will a loan be deducted from death benefits?
- What values from the old policy are being used to pay premiums?

IF YOU ARE SURRENDERING AN ANNUITY OR INTEREST SENSITIVE LIFE PRODUCT:

- Will you pay surrender charges on your old contract?
- What are the interest rate guarantees for the new contract?
- Have you compared the contract charges or other policy expenses?

OTHER ISSUES TO CONSIDER FOR ALL TRANSACTIONS:

- What are the tax consequences of buying the new policy?
- Is this a tax-free exchange? (See your tax advisor.)
- Is there a benefit from favorable "grandfathered" treatment of the old policy under the federal tax code?
- Will the existing insurer be willing to modify the old policy?
- How does the quality and financial stability of the new company compare with your existing company?

I certify that the responses herein are, to the best of my knowledge, accurate:

APPLICANT'S INFORMATION	Name: First MI Last (print)		
	Signature		Date
PRODUCER'S INFORMATION	Name: First MI Last (print)		
	Replacing Producer's Signature		Date

PRODUCER: PROVIDE A PHOTOCOPY OF THIS SIGNED FORM TO ALL SIGNING PARTIES.



[Life Insurance Division
P.O. Box 2030 • Omaha, NE 68103-2030
(800) 347-7787 • Fax (866) 398-0467
www.PacificLife.com]

STATEMENT OF NUMERICAL INFORMATION, TERMINAL ILLNESS BENEFIT PAYMENT NOTICE

Servicing Producer: [Phone Number]

[Policyowner Name]
[Policyowner Address]
[Policyowner Address]
[Policyowner Address]

[Servicing Producer Name]
[Servicing Producer Address]
[Servicing Producer Address]
[Servicing Producer Address]

Insured Name: John Doe
Policy Number: LTC6999990

This is a statement of your actual policy values. **Please keep this information with your policy.**

Disclosure – Accelerated death benefits may affect eligibility for, or amounts of, other benefits provided by federal state or local government. The federal, state or local tax consequences resulting from payment of accelerated death benefits will depend on your specific facts and circumstances. Consult your tax advisor.

Terminal Illness Benefit calculations are based on your policy values as of: **January 31, 2018**. Any other changes to your policy on or after this date could affect these values and are not reflected here.

You requested an acceleration of **25%** of your eligible coverage amount.

The Reduction Factor used to discount your requested amount is **96.15385%**.

The Reduction Factor varies based on the Insured's Age, Gender and Risk Class, as well as the Policy Values, Interest Rate and a Mortality Table for Disabled Lives declared by us.

This results in Terminal Illness Benefit Proceeds of \$ **5,234.62**

Administrative Charge (if any) of [\$150]

Your policy values before and after acceleration are shown below:

	Before Acceleration	After Acceleration
Face Amount	\$ <u>25,000.00</u>	\$ <u>18,750.00</u>
Death Benefit	\$ <u>31,410.54</u>	\$ <u>23,557.91</u>
Planned Premium	\$ <u>0.00</u>	\$ <u>0.00</u>
Accumulated Value	\$ <u>6,885.09</u>	\$ <u>5,163.82</u>
Surrender Charge	\$ <u>378.50</u>	\$ <u>378.50</u>
Policy Return of Premim (ROP)	\$ <u>11,713.75</u>	\$ <u>5,463.75</u>
Policy Debt*	\$ <u>2,500.00</u>	\$ <u>1,875.00</u>
Net Cash Surrender Value	\$ <u>9,213.75</u>	\$ <u>3,588.75</u>
Current Cost of Insurance Charge	\$ <u>2.47</u>	\$ <u>1.85</u>
New Guideline Single Premium After Decrease	\$ <u>NA</u>	\$ <u>NA</u>
Sum of Guideline Level Premium After Decrease	\$ <u>NA</u>	\$ <u>NA</u>

* Differences in your Policy Debt reflect repayment out of the Terminal Illness Benefit Proceeds.



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STATEMENT OF NUMERICAL INFORMATION, TERMINAL ILLNESS BENEFIT PAYMENT QUOTE

Servicing Producer: [Phone Number]

[Policyowner Name]
[Policyowner Address]
[Policyowner Address]
[Policyowner Address]

[Servicing Producer Name]
[Servicing Producer Address]
[Servicing Producer Address]
[Servicing Producer Address]

Insured Name: John Doe
Policy Number: LTC6999990

As requested, this is an estimate of your policy values, which demonstrates the effect exercising the Terminal Illness Benefit may have on your policy.

Disclosure – Accelerated death benefits may affect eligibility for, or amounts of, other benefits provided by federal state or local government. The federal, state or local tax consequences resulting from payment of accelerated death benefits will depend on your specific facts and circumstances. Consult your tax advisor.

Terminal Illness Benefit calculations are based on your policy values as of: **January 31, 2012**. Any other changes to your policy on or after this date could affect these values and are not reflected here.

You requested an acceleration of **25** % of your eligible coverage amount.

The Reduction Factor used to discount your requested amount is **96.15385** %.

The Reduction Factor varies based on the Insured's Age, Gender and Risk Class, as well as the Policy Values, Interest Rate and a Mortality Table for Disabled Lives declared by us.

This results in Terminal Illness Benefit Proceeds of \$ **5,234.62**

Administrative Charge (if any) of [\$150]

Your policy values before and after acceleration are shown below:

	Before Acceleration	After Acceleration
Face Amount	\$ <u>25,000.00</u>	\$ <u>18,750.00</u>
Death Benefit	\$ <u>31,410.54</u>	\$ <u>23,557.91</u>
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Accumulated Value	\$ <u>6,885.09</u>	\$ <u>5,163.82</u>
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*Differences in your Policy Debt reflect repayment out of the Terminal Illness Benefit Proceeds.

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**PACIFIC LIFE**

LONG-TERM CARE INSURANCE PERSONAL WORKSHEET

Proposed Insured's Name: First	MI	Last	Date of Birth (mm/dd/yyyy)
--------------------------------	----	------	----------------------------

People buy long-term care insurance for many reasons. Some do not want to use their own assets to pay for long-term care. Some buy insurance to make sure they can choose the type of care they get. Others don't want their family to have to pay for care or don't want to go on Medicaid. But long-term care insurance may be expensive, and may not be right for everyone.

By state law, the insurance company must fill out part of the information on this worksheet and **ask** you to fill out the rest to help you and the company decide if you should buy this policy. All references to "you" on this form apply to the policyowner(s). (Complete one form per policyowner.)

PREMIUM INFORMATION

Policy and Rider Form Numbers: [P12PPC – Flexible Premium Adjustable Life Insurance Policy
R12ABR – Accelerated Benefit Rider
R12EBR – Extended Benefit Rider]

The premium for the coverage you are considering will be a one-time single premium of \$_____.

Type of Policy: Non-Cancellable

THE COMPANY'S RIGHT TO INCREASE PREMIUMS

The company cannot raise your rates on this policy.

RATE INCREASE HISTORY

The company has sold long-term care insurance since 2012 and this policy form since [2013]. The company has never raised its rates for any long-term care policy it has sold.

SOURCE OF PREMIUM

How will you pay for this policy? (Check all that apply)

From Income From Savings and/or Investments Family will Pay

QUESTIONS RELATED TO YOUR INCOME

What is your annual household income? (Check one)

Under \$10,000 \$20,000 - \$49,999 \$100,000 - \$149,999
 \$10,000 - \$19,999 \$50,000 - \$99,999 \$150,000 and over]

How do you expect your household income to change over the next 10 years?

No Change Increase Decrease

If you will be paying premiums with money received only from your income, a rule of thumb is that you may not be able to afford this policy if the premiums will be more than 7% of your income.



QUESTIONS RELATED TO YOUR INCOME (Continued)

Will you buy inflation protection? (Check one) Yes No

If not, have you considered how you will pay for the difference between future costs and your monthly benefit amount? (Check all that apply) From Income From Savings and/or Investments Family will Pay

The national average annual cost of nursing home care in [2010] was [\$74,825], but this figure varies across the country. In ten years the national average annual cost would be about [\$121,882] if costs increase 5% annually. [(Source: National Long-Term Care Clearinghouse, 2010.)]

The elimination period for nursing home care under the rider is [90] days. Based on the year [2010] figures provided above, this means approximately [\$18,450] in nursing home costs will be incurred before benefits are payable.

How are you planning to pay for your care during the elimination period? (Check all that apply) From Income From Savings and/or Investments Family will Pay

QUESTIONS RELATED TO YOUR SAVINGS AND INVESTMENTS

Not counting your home and premium for this policy, about how much are all of your assets (your savings and investments) worth?

Under \$20,000 \$30,000 - \$49,999 \$100,000 - \$249,999 \$500,000 and over]

\$20,000 - \$29,999 \$50,000 - \$99,999 \$250,000 - \$499,999]

How do you expect your assets to change over the next ten years? (Check one)

Stay about the same Increase Decrease

If you are buying this policy to protect your assets and your assets are less than \$30,000, you may wish to consider other options for financing your long-term care.

DISCLOSURE STATEMENTS & SIGNATURES

Check one: The answers to the questions above describe my financial situation. or I choose not to complete this information.

I acknowledge that the carrier and/or its producer (below) has reviewed this form with me including the premium, premium rate increase history and potential for premium increases in the future. I understand the above disclosures. (This box must be checked.)

SIGN HERE X _____
Policyowner's Signature

Date (mm/dd/yyyy)

Policyowner's Name: First MI Last (print)

Producer Statement

I explained to the policyowner the importance of completing this information.

SIGN HERE X _____
Producer's Signature

Date (mm/dd/yyyy)

Producer's Name: First MI Last (print)

Sign below only if your producer has advised you that this policy may not be suitable for you.

My producer has advised me that this policy does not seem to be suitable for me. However, I still want the company to consider my application.

SIGN HERE X _____
Policyowner's Signature

Date (mm/dd/yyyy)

The company may contact you to verify your answers.

PACIFIC LIFE INSURANCE COMPANY

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 www.PacificLife.com



PACIFIC LIFE

AUTHORIZATION TO RELEASE INFORMATION

For Individual Life Insurance with Long-Term Care (LTC) Benefits.

Proposed Insured's Name: First MI Last			Date of Birth (mm/dd/yyyy)
Additional Authorized Recipient's Name: First MI Last (if applicable)		Additional Authorized Recipient's Name: First MI Last (if applicable)	

1. I authorize any physician, health care professional, medical practitioner, other health care provider, hospital, clinic, laboratory, pharmacy, medical facility, pharmacy benefit manager, information database manager, other medical or medically related facility, insurance company, health plan, MIB, Inc., consumer reporting agency, state motor vehicle agency, or employer to release to **Pacific Life Insurance Company (PLIC)** its subsidiaries, reinsurers, employees and representatives, any protected health information ("PHI") they may have in their possession or under their control as to the diagnosis, treatment, prognosis of any physical or mental condition (excluding psychotherapy notes), human immunodeficiency virus (HIV) infection, sexually transmitted diseases, treatment of mental illness, and the use of tobacco. Although Federal Regulation protects information related to drug or alcohol abuse from disclosure, I give permission to collect this information. I understand that the reason for releasing such PHI under this paragraph 1 is to determine eligibility for the purchase and administration of a life insurance/long term care policy ("Policy") and that such information will not be released to any person or organization except a reinsurer, MIB, Inc., and other persons or organizations performing business or legal services on behalf of PLIC in connection with my application, or as may be otherwise required by law, authorized under paragraph 2 below, or as I may further authorize.

2. I also authorize PLIC and its subsidiaries, reinsurers, employees and representatives, to release to the policyowner(s) of the Policy or the assignee or duly authorized attorney-in-fact of the policyowner(s), the producer of record of the Policy, and to the additional authorized recipient I have indicated above, if any, any and all PHI relating to the Policy ("Policy Information") including but not limited to the Policy's values, any withdrawals taken against the Policy, payments for long-term care services, and information required by law to be provided to the policyowner(s). I understand that the reason for releasing Policy Information under this paragraph 2 is to facilitate the administration of the Policy or as is required by law.

3. I understand that I may revoke this authorization at any time by sending a written revocation request to Pacific Life Insurance Company at: P. O. Box 2030, Omaha, NE 68103-2030. Such a revocation will not affect (a) any action taken or information released prior to the revocation, (b) any legal right PLIC has to contest the Policy, or to contest a claim under the Policy, (c) any information necessary to service and administer the Policy, or (d) Policy Information that PLIC is required by law to provide to the policyowner(s). I understand that if I revoke or refuse to sign this authorization, PLIC may not be able to process my application.

4. I understand that PLIC may not condition treatment, payment, or eligibility for benefits on whether I sign this authorization, but PLIC may require that I sign this authorization in the event that I am not both the policyowner and the insured. This authorization is not affected or limited by any prior agreements I may have made with any of the above persons or entities to restrict the release of such information, and I instruct them to release and disclose all such information without restriction. This authorization shall remain in force for as long as the Policy is in force, and a copy of this authorization is as valid as the original. I understand that once any such health-related information is released pursuant to this authorization, that information may be redisclosed and will no longer be covered or protected by the HIPAA rules governing privacy and confidentiality of health information.

SIGNATURES

I acknowledge that I have received a copy of this authorization.

Signed and Dated by the Insured in: _____
City
State
Date (mm/dd/yyyy)



Proposed Insured's Signature



PACIFIC LIFE INSURANCE COMPANY

Life Insurance Division
P.O. Box 2030 • Omaha, NE 68103-2030
(800) 347-7787 • Fax (866) 964-4860
www.PacificLife.com



AUTHORIZATION TO OBTAIN INFORMATION

This authorization complies with HIPAA Privacy Rules.

PROPOSED INSURED

Proposed Insured's Name: First	MI	Last	Date of Birth (mm/dd/yyyy)
Proposed Additional Insured's Name: First	MI	Last (if applicable)	Date of Birth (mm/dd/yyyy)

I authorize any physician, health care professional, medical practitioner, other health care provider, hospital, clinic, laboratory, pharmacy, medical facility, pharmacy benefit manager, information database manager, other medical or medically related facility, insurance company, health plan, MIB, Inc., consumer reporting agency, state motor vehicle agency, or employer to release to **Pacific Life Insurance Company (PLIC)** its subsidiaries, reinsurers, employees and representatives, any protected health information (PHI) they may have in their possession or under their control as to the diagnosis, treatment, prognosis of any physical or mental condition, human immunodeficiency virus (HIV) infection, sexually transmitted diseases, treatment of mental illness, and the use of tobacco; and any non-medical information, including finances, avocations, occupation, foreign travel, and driving record for me and any minor children who are to be insured. Although Federal Regulation protects information related to drug or alcohol abuse from disclosure, I give permission to collect this information. I authorize PLIC, or its reinsurers, to make a brief report of my PHI to MIB, Inc. This authorization is not affected or limited by any prior agreements I may have made with any of the above persons or entities to restrict the release of such information, and I instruct them to release and disclose all such information without restriction.

I understand that the reason for releasing such information under this authorization is to determine eligibility for insurance, and that such information will not be released to any person or organization except: a reinsurer, MIB, Inc., business associates, or other persons or organizations performing business or legal services in connection with my application; or as may be otherwise required by law, or as I may further authorize. I understand that I may revoke this authorization at any time by sending a written revocation request to Pacific Life Insurance Company at: P. O. Box 2030, Omaha, NE 68103-2030. Such a revocation will not affect any action taken or information released prior to the revocation, and will not affect any legal right PLIC has to contest an insurance policy/certificate, or to contest a claim under an insurance policy/certificate. I understand that if I revoke or refuse to sign this authorization, PLIC may not be able to process my application, and may not be able to make any benefit payments due under any existing policy, certificate, or other binding agreement.

This authorization shall remain in force for 24 months after the date of my signature below, and a copy of this authorization is as valid as the original. I understand that once any such health-related information is released pursuant to this authorization, that information may be redisclosed and will no longer be covered or protected by the HIPAA rules governing privacy and confidentiality of health information, but such information may be covered or protected from such redisclosure under other federal or state privacy laws.

SIGNATURES

I acknowledge that I have received the disclosure notice and a copy of this authorization.

Signed and Dated by the Insured(s) in: _____
City State Date (mm/dd/yyyy)

SIGN HERE X

Proposed Insured's Signature (or parent/guardian if a minor)

SIGN HERE X

Proposed Additional Insured's Signature (or parent/guardian if a minor)



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

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

DISCLAIMER

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

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

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

The Arkansas Life and Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201-1904

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

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

COVERAGE

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

EXCLUSIONS FROM COVERAGE

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

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

The Guaranty Association also does NOT provide coverage for:

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

LIMITS ON AMOUNT OF COVERAGE

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

IMPORTANT NOTICE

In the event you need to contact someone about this policy for any reason, please contact the Producer/Representative who delivered the policy to you.

PRODUCER/REPRESENTATIVE'S NAME: _____

PRODUCER/REPRESENTATIVE'S ADDRESS: _____

PRODUCER/REPRESENTATIVE'S TELEPHONE NUMBER: _____

If you have additional questions, you may contact the insurance company issuing this policy at the following address and telephone number:

PACIFIC LIFE CUSTOMER SERVICE
45 ENTERPRISE
ALISO VIEJO, CA 92656
(800) 800-7681

If you have been unable to contact or obtain satisfaction from the company or the Producer/Representative who delivered the policy to you, you may contact the Arkansas Bureau of Insurance at:

ARKANSAS INSURANCE DEPARTMENT
CONSUMER SERVICES DIVISION
1200 W. THIRD STREET
LITTLE ROCK, AR 72201-1904
(501) 371-2640
(800) 852-5494

PACIFIC LIFE INSURANCE COMPANY
45 Enterprise Drive • Aliso Viejo • CA • 92656

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

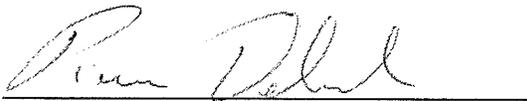
P12PPC

RE: _____

I hereby certify that to the best of my knowledge and belief, the above forms and their submission comply with Regulation 34.

December 14, 2012

Signed for the Company at Aliso Viejo, California on _____



SIGNATURE

Pierre Delisle, FSA, MAAA

NAME

Assistant Vice President

TITLE