



PACIFIC LIFE

Pacific Life Insurance Company • [PO Box 2869, Omaha, NE 68103-2869]

[www.PacificLife.com

(844) 276-5759]

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

The method for determining the Death Benefit is described in the Death Benefit section of this Policy. The amount of the Death Benefit elected may increase or decrease.

Premiums are flexible, subject to minimums required to keep the policy In Force. Even if Planned Premiums are paid, it is possible that, due to changes in interest credited and policy charges, the policy may not continue In Force; that is, it may lapse before any death benefits payable on the death of the Insured. Additionally, loans, Withdrawals, and decreases in the Face Amount can affect the length of time the policy stays In Force.

Signed for Pacific Life Insurance Company,

Chairman, President 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**

Free Look Right –You may cancel this Policy within [20] days after it is delivered to you. To do so, deliver it or mail it to us or to the Producer/Representative who delivered it to you. This Policy will then be deemed void from the beginning and we will refund any premium paid, less any Loan Balance or Withdrawals.

TABLE OF CONTENTS

Subject	Page	Subject	Page
Administrative Charge.....	10	Monthly Payment Date	5
Administrative Office	4	Net Amount at Risk	5
After the Monthly Deduction End Date.....	16	Net Cash Surrender Value.....	12
Age	4	Net Policy Value.....	5
Annual Report	17	Net Premium	5
Application.....	4	Non-Participating	16
Assignment	14	Notification of Pending Termination.....	11
Basis of Values	17	Owner	5, 14
Beneficiary.....	14	Planned Premium	8
Cash Surrender Value.....	12	Policy Change Limit.....	8
Change in Benefits.....	8	Policy Charges.....	10
Change in Risk Class.....	19	Policy Date.....	5
Class	4	Policy Proposal.....	17
Code.....	4	Policy Specifications.....	5
Compliance	19	Policy Value.....	5, 9
Confirmation of Change	4	Premium Expense Charge.....	10
Conformity with IIPRC Standards	19	Premium Limitation.....	8
Cost of Insurance Charge	10	Premium Processing.....	8
Cost of Insurance Rates.....	10	Reinstatement.....	8
Date Insurance Begins.....	4	Reinstatement.....	11
Date Insurance Ends.....	4	Rider Charges.....	10
Date of Issue	4	Right to Add Benefits.....	19
Death Benefit	6	Risk Class.....	5
Death Benefit Proceeds	6	Suicide Exclusion.....	16
Death Benefit Qualification Test	6	Surrender	12
Entire Contract	5	Surrender Charge	12
Evidence of Insurability	4	Surrender Charge Rates.....	12
Expense Charge	7	Tax Qualification as Life Insurance.....	17
Face Amount.....	7	Timing of Payments	17
Face Amount Decrease	7	Withdrawals	12
Face Amount Increase.....	7	Written Request.....	5]
Free Look Period.....	5		
Grace Period	10		
In Force	5		
Incontestability	15		
Insured	5		
Lapse.....	11		
Loan Amount Available	13		
Loan Balance	14		
Loan Interest Charge	13		
Loan Interest Credit.....	13		
Loan Principal	13		
Loan Processing on Policy Anniversary.....	13		
Loan Repayment.....	14		
Loan Value	14		
Loaned Policy Value	13		
Maturity.....	16		
Minimum Death Benefit.....	6		
Misstatement.....	16		
Modified Endowment Contract.....	8, 18		
Monthly Deduction	9		
Monthly Deduction End Date	5, 16		

SAMPLE

Policy Information

Base Policy: Flexible Premium Adjustable Life Insurance
 Policy Date: [December 1, 2018]
 Date of Issue: [December 1, 2018]
 Owner: [JOHN DOE]
 [State Department of Insurance: (XXX) XXX-XXXX]

Insured Information

Insured: [JOHN DOE]
 Age: [35]
 Sex: [Male]
 Risk Class: [Standard No Nicotine Use]
 [Increased Cost Rating: Table D
 Permanent Flat Extra - \$1.25/\$1,000 of Face Amount
 Temporary Flat Extra - \$2.50/\$1,000 of Face Amount payable for 3 years]

Summary of Coverage Effective on the Policy Date

Life Insurance Benefit Information

P18PRUL Life Coverage
 S18PRUL
 Initial Face Amount [\$100,000]

[Rider Benefit Information

Flexible Duration No-Lapse Guarantee Rider
 R17LYFNL Maximum No-Lapse Guarantee Period: Lifetime
 S17LYFNL See Policy Specification page 10 NLG for additional details

Accelerated Death Benefit Rider for Terminal Illness
 R16LYTIR Predicted Life Expectancy: 12 months or less.
 Maximum Accelerated Amount: \$[100,000].
 Maximum Accelerating Percentage: 75%

Administrative Fee of \$250 deducted from claim payment. Payment of the Benefit creates an interest-bearing lien against the Death Proceeds.

Enhanced Surrender Value Rider
 R17LYESV Enhanced Surrender Value Test Interest Rate: 4%
 Enhanced Surrender Value Test Premium: [\$69.85]
 Enhanced Surrender Value Period: The 60-day period following the policy anniversary listed in the table below.

ENHANCED SURRENDER VALUE FACTORS

Policy Anniversary	Enhanced Surrender Value Percentage	Enhanced Surrender Value Limit
[15]	[50%]	[35%]
[20]	[75%]	[35%]
[25]	[100%]	[35%]

[Children's Level Term Insurance Rider
 R18LYCT Benefit Amount: [\$10,000]
 Rider Insurance Cost: \$0.50]/per \$1,000 of Benefit Amount

[Waiver of Monthly Deduction Rider
 R18WMD

Rider Insurance Cost: [\$5.00]

[Optional Benefit Charge: [\$5.50]]

[The Optional Benefit Charge for any no-lapse guarantee benefit is indicated above.

If the Rider Insurance Cost [or the Optional Benefit Charge] changes as a result of a requested policy change, a Confirmation of Change will be provided.]

[Accelerated Death Benefit Rider for Chronic Illness
 R18LYCHR

Insured: [JOHN DOE]
 Effective Date: [December 1, 2018]
 Elimination Period: [90] days
 Initial Lifetime Benefit Amount: [\$100,000]
 Lifetime Benefit Amount Percentage: [50%]
 Minimum Monthly Benefit Payment Amount: [\$100.00]
 [Maximum Monthly Benefit Percentage: [2] %]
 Maximum Per Diem Limitation Percentage: [100%]
 Days in Month Factor: [30 + 5/12]

Premium Information

Planned [Annual] Premium*: \$[758.31]

This represents the initial Planned Premium applied for and does not include any 1035 amounts.

7-Pay Premium: \$[3,039.58]

Premium Expense Charge Rate: [10]%

Monthly Deduction Factors

Guaranteed Minimum Annual Interest Rate: [2] %
 Net Amount at Risk Factor: [1.0016516]
 Monthly Deduction End Date: [December 1, 2104]
 Administrative Charge Per Month: \$[12.00]
 Initial Expense Charge Period: [10 Policy Years]

Loan Factors

Minimum Loan Amount: \$[200.00]
 Guaranteed Annual Loan Credited Interest Rate: [3.00] %
 Maximum Annual Loan Charge Interest Rate: [4.50] %

Requested Face Amount Decrease Conditions

Face Amount Minimum Decrease Permitted: \$[1,000.00]
Minimum Face Amount Following Decrease: \$[25,000.00]

Requested Withdrawal Conditions

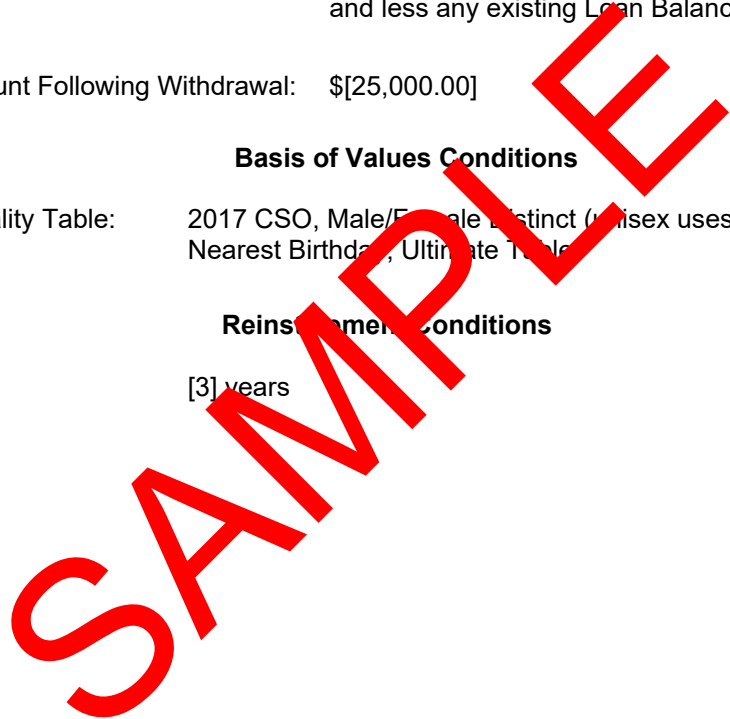
Maximum Fee for Each Withdrawal: \$[25.00]
Minimum Amount of Each Withdrawal: \$[200.00]
Maximum Amount of Each Withdrawal: The Policy Value less three times the most recent Monthly Deduction under the Policy and less any Surrender Charge, and less any existing Loan Balance.
Minimum Face Amount Following Withdrawal: \$[25,000.00]

Basis of Values Conditions

Basis of Value Mortality Table: 2017 CSO, Male/Female Distinct (Unisex uses Male), Composite Age Nearest Birthday, Ultimate Table

Reinstatement Conditions

Period to Reinstate: [3] years



Surrender Charge Rates

Coverage Year	Surrender Charge Rate
[1	[17.94130
2	16.99702
3	16.05274
4	15.10846
5	14.16419
6	13.21991
7	12.27563
8	11.33135
9	10.38707
10	9.44279
11	8.49851
12	7.55423
13	6.60995
14	5.66567
15	4.72140
16	3.77712
17	2.83284
18	1.88856
19	0.94428
20+]	0.00]

Surrender Charge Calculation

The surrender charge for any reduction in Face Amount, including decreases, withdrawals, or surrenders, is the Surrender Charge Rate divided by \$1,000 multiplied by the total amount of the face reduction which has been reduced by any applicable withdrawal. After any reduction in Face Amount, the Surrender Charges are based on the new Face Amount.

Note: From time to time, we may provide for a reduction of surrender charges on certain Internal Replacements.

* Internal Replacement is a purchase of a new life insurance policy or annuity contract from Pacific Life Insurance Company that can be considered to replace an existing Pacific Life Insurance Company life insurance policy or annuity contract.

**Table of Cost of Insurance (COI) Rates
For Life Coverage**

Maximum Monthly Cost of Insurance Rates Per \$1000.00 of Net Amount at Risk Applicable to this Coverage.

Policy Year	COI Rate	Policy Year	COI Rate	Policy Year	COI Rate
[1	0.11420	30	0.80520	59	20.24350
2	0.12510	31	0.89100	60	21.89610
3	0.13510	32	0.98280	61	23.37870
4	0.14680	33	1.07970	62	25.34290
5	0.15850	34	1.18520	63	27.50320
6	0.17180	35	1.30350	64	29.93860
7	0.18440	36	1.44140	65	32.62170
8	0.19520	37	1.60490	66	35.52070
9	0.20020	38	1.79600	67	38.34190
10	0.20610	39	2.01720	68	41.25060
11	0.21190	40	2.26640	69	44.19530
12	0.21780	41	2.54020	70	47.11980
13	0.22280	42	2.83630	71	49.95900
14	0.22860	43	3.15590	72	52.64660
15	0.23450	44	3.50430	73	56.64960
16	0.24450	45	3.88860	74	61.08170
17	0.25790	46	4.31480	75	66.01940
18	0.27370	47	4.78890	76	71.55390
19	0.29210	48	5.30700	77	77.81150
20	0.31300	49	5.87520	78	83.33330
21	0.33810	50	6.49110	79	83.33330
22	0.36660	51	7.16070	80	83.33330
23	0.39920	52	7.89070	81	83.33330
24	0.43600	53	8.67800	82	83.33330
25	0.47960	54	9.52800	83	83.33330
26	0.52900	55	10.44700	84	83.33330
27	0.58690	56	11.44200	85	83.33330
28	0.65150	57	12.51900	86	83.33330
29	0.72450	58	13.68500	87+	0]

SAMPLE

**Table of Maximum Monthly Expense Charges
For Life Coverage**

Policy Year	Expense Charge	Policy Year	Expense Charge	Policy Year	Expense Charge
[1	\$18.95	30	18.95	59	18.95
2	18.95	31	18.95	60	18.95
3	18.95	32	18.95	61	18.95
4	18.95	33	18.95	62	18.95
5	18.95	34	18.95	63	18.95
6	18.95	35	18.95	64	18.95
7	18.95	36	18.95	65	18.95
8	18.95	37	18.95	66	18.95
9	18.95	38	18.95	67	18.95
10	18.95	39	18.95	68	18.95
11	18.95	40	18.95	69	18.95
12	18.95	41	18.95	70	18.95
13	18.95	42	18.95	71	18.95
14	18.95	43	18.95	72	18.95
15	18.95	44	18.95	73	18.95
16	18.95	45	18.95	74	18.95
17	18.95	46	18.95	75	18.95
18	18.95	47	18.95	76	18.95
19	18.95	48	18.95	77	18.95
20	18.95	49	18.95	78	18.95
21	18.95	50	18.95	79	18.95
22	18.95	51	18.95	80	18.95
23	18.95	52	18.95	81	18.95
24	18.95	53	18.95	82	18.95
25	18.95	54	18.95	83	18.95
26	18.95	55	18.95	84	18.95
27	18.95	56	18.95	85	18.95
28	18.95	57	18.95	86	18.95
29	18.95	58	18.95	87+	0]

SAMPLE

**Table of Minimum Death Benefit Percentages
[Applicable on the Policy Date]**

Policy Year	Minimum Death Benefit Percentage	Policy Year	Minimum Death Benefit Percentage	Policy Year	Minimum Death Benefit Percentage
1	555%	23	256%	45	140%
2	507%	24	248%	46	137%
3	491%	25	240%	47	134%
4	475%	26	233%	48	132%
5	460%	27	226%	49	129%
6	445%	28	219%	50	127%
7	431%	29	213%	51	125%
8	417%	30	206%	52	123%
9	404%	31	200%	53	121%
10	391%	32	195%	54	119%
11	379%	33	189%	55	118%
12	367%	34	184%	56	116%
13	355%	35	179%	57	115%
14	344%	36	174%	58	114%
15	333%	37	170%	59	113%
16	322%	38	165%	60	112%
17	312%	39	161%	61	110%
18	302%	40	157%	62	109%
19	292%	41	153%	63	108%
20	282%	42	150%	64	106%
21	273%	43	147%	65	103%
22	265%	44	143%	66+	101%]

SAMPLE

EFFECTS OF THE RIDER ON THE POLICY

Rider Charge – There is no charge for this Rider.

NOTE: Deductions, such as charges and loads, described in this Rider are used to calculate the No-Lapse Guarantee Value and have no impact on cash values, the Death Benefit, or any other benefit under the Policy.

GENERAL PROVISIONS OF THIS RIDER

Loan Repayments – [Loan Repayments will increase the Basic Fund to zero if it is negative, but otherwise increase the Excess Fund.]

Changes in Face Amount – [Requested Face Amount Increases are not allowed on the Policy to which this Rider is attached.]

Rider Reinstatement – [This Rider may reinstate your Policy within the reinstatement period defined in the Policy, as long as the Rider was not terminated before the date the Policy ceased to be In Force and the Policy has not been surrendered. In order to reinstate this Rider and thereby reinstate the Policy, you must provide us with all of the following:

- A written Application;
- Evidence of Insurability satisfactory to us that the Insured is insurable in the same Risk Class as when the Rider was issued; and
- The minimum amount required to reinstate your Policy as described below

The No-Lapse Guarantee Value on the date of Rider Reinstatement, but prior to receipt of any Premium is the Net No-Lapse Guarantee Value on the date the Policy lapsed, processed to the date of Rider Reinstatement as though the Rider was In Force during the gap in coverage. Processing is calculated according to the Rider.

The minimum premium required to reinstate your Policy through this Rider is the sum of:

- An amount sufficient to bring the No-Lapse Guarantee Value on the date of Rider Reinstatement to zero; plus
- Sufficient premium to maintain a positive No-Lapse Guarantee Value for at least three months after the date of Rider Reinstatement

Any Loan Balance will be repaid to the extent reflected in the calculated No-Lapse Guarantee Value on the date of Rider Reinstatement. Any Loan Balance will not be reinstated. Restoring the Net No-Lapse Guarantee Value to positive may not result in the restoration of your Policy's Policy Value to positive. In such case that the Policy's Policy Value remains negative, you may restore it to a positive value by making a Premium Payment as described in the **Restoring the Net Policy Value** provision of this Rider.

Note: You may reinstate your Policy without first reinstating this Rider as described in the Reinstatement provision of the Policy to which this Rider is attached. If your Policy is reinstated then this Rider will also be reinstated as long as this Rider was not terminated before the date the Policy ceased to be In Force. If the Net No-Lapse Guarantee Value remains less than or equal to 0 after policy reinstatement, then the No-Lapse Guarantee is not in effect. To bring the No-Lapse Guarantee into effect, you may restore the Net No-Lapse Guarantee Value by making a Premium Payment as described in the **Restoring the Net No-Lapse Guarantee Value provision of this Rider.**

Rider Termination – This Rider will Terminate on the earliest of the following:

- Surrender of the Policy;
- The date the Policy ceases to be In Force;
- The end of the Maximum No-Lapse Guarantee Period shown in the Policy Specifications; and
- The date on which the Net No-Lapse Guarantee Value and the Net Policy Value are both less than or equal to zero, in which case the Policy will enter its Grace Period. At the end of the Grace Period the Policy will terminate and this Rider will provide no further benefits.

[Note: Unless otherwise indicated, this Rider may not be reinstated upon termination.]

FLEXIBLE DURATION NO-LAPSE GUARANTEE RIDER VALUE FEATURES

PROCESSING OF PREMIUM

[In the first Policy year, Net Basic Premium is added to the Basic Fund and Net Excess Premium is added to the Excess Fund.]

ALTERNATIVE NO-LAPSE COST OF INSURANCE REDUCTION AMOUNT

The Alternative No-Lapse Cost of Insurance Reduction Amount is equal to the Reduction Amount.

ALTERNATIVE NO-LAPSE COST OF INSURANCE GUARANTEE VALUE

The Alternative No-Lapse Cost of Insurance Guarantee Value is equal to the No-Lapse Guarantee Value.

AVERAGE NO-LAPSE GUARANTEE VALUE

Policy Year	Average No-Lapse Guarantee Value
1	\$0.00;
2 - 5	Average No-Lapse Cost of Insurance Guarantee Value as of the end of all the prior Policy years;
6+	Average of the Alternative No-Lapse Cost of Insurance Guarantee Value at the end of the prior 5 Policy years.-

FLEXIBLE DURATION NO-LAPSE GUARANTEE RIDER VALUE FACTORS

Policy Year	Annual Premium Threshold	No-Lapse Premium Expense Charge*	Excess Premium Expense Charge
1	\$[956.42	[8.00%	[0.00%
2	956.42	8.00%	0.00%
3	956.42	8.00%	0.00%
4	956.42	8.00%	0.00%
5	956.42	8.00%	0.00%
6	956.42	8.00%	10.00%
7	956.42	8.00%	10.00%
8	956.42	8.00%	10.00%
9	956.42	8.00%	10.00%
10	956.42	8.00%	10.00%
11	956.42	8.00%	10.00%
12	956.42	8.00%	10.00%
13	956.42	8.00%	10.00%
14	956.42	8.00%	10.00%
15	956.42	8.00%	10.00%
16	956.42	8.00%	10.00%
17	956.42	8.00%	10.00%
18	956.42	8.00%	10.00%
19	956.42	8.00%	10.00%
20	956.42	8.00%	10.00%
21	956.42	8.00%	10.00%
22	956.42	8.00%	10.00%
23	956.42	8.00%	10.00%
24	956.42	8.00%	10.00%
25	956.42	8.00%	10.00%
26	956.42	8.00%	10.00%
27	956.42	8.00%	10.00%
28	956.42	8.00%	10.00%
29	956.42	8.00%	10.00%
30	956.42	8.00%	10.00%
31	956.42	8.00%	5.00%
32	956.42	8.00%	5.00%
33	956.42	8.00%	5.00%
34	956.42	8.00%	5.00%
35	956.42	8.00%	5.00%
36	956.42	8.00%	5.00%
37	956.42	8.00%	5.00%
38	956.42	8.00%	5.00%
39	956.42	8.00%	5.00%
40	956.42	8.00%	5.00%
41	956.42	8.00%	5.00%
42	956.42	8.00%	5.00%
43	956.42	8.00%	5.00%
44	956.42	8.00%	5.00%

SAMPLE

* We reserve the right to use a lower No-Lapse Premium Expense Charge Rate than shown in this column. If we do, we will do so in a uniform and nondiscriminatory manner.

**FLEXIBLE DURATION NO-LAPSE GUARANTEE RIDER VALUE FACTORS
(continued)**

Policy Year	Annual Premium Threshold	No-Lapse Premium Expense Charge Rate*	Excess Premium Expense Charge Rate
45	956.42	8.00%	5.00%
46	956.42	8.00%	5.00%
47	956.42	8.00%	5.00%
48	956.42	8.00%	5.00%
49	956.42	8.00%	5.00%
50	956.42	8.00%	5.00%
51	956.42	8.00%	5.00%
52	956.42	8.00%	5.00%
53	956.42	8.00%	5.00%
54	956.42	8.00%	5.00%
55	956.42	8.00%	5.00%
56	1304.59	8.00%	5.00%
57	1421.93	8.00%	5.00%
58	1538.98	8.00%	5.00%
59	1654.24	8.00%	5.00%
60	1762.08	8.00%	5.00%
61	1857.76	8.00%	5.00%
62	1981.94	8.00%	5.00%
63	2114.60	8.00%	5.00%
64	2257.50	8.00%	5.00%
65	2409.29	8.00%	5.00%
66	956.42	8.00%	5.00%
67	956.42	8.00%	5.00%
68	956.42	8.00%	5.00%
69	956.42	8.00%	5.00%
70	956.42	8.00%	5.00%
71	956.42	8.00%	5.00%
72	956.42	8.00%	5.00%
73	956.42	8.00%	5.00%
74	956.42	8.00%	5.00%
75	956.42	8.00%	5.00%
76	956.42	8.00%	5.00%
77	956.42	8.00%	5.00%
78	956.42	8.00%	5.00%
79	956.42	8.00%	5.00%
80	956.42	8.00%	5.00%
81	956.42	8.00%	5.00%
82	956.42	8.00%	5.00%
83	956.42	8.00%	5.00%
84	956.42	8.00%	5.00%
85	956.42	8.00%	5.00%
86+	956.42]	8.00]%	5.00]%

SAMPLE

*We reserve the right to use a lower No-Lapse Premium Expense Charge Rate than shown in this column. If we do, we will do so in a uniform and nondiscriminatory manner.

**FLEXIBLE DURATION NO-LAPSE GUARANTEE RIDER VALUE FACTORS
(continued)**

Policy Year	Basic Fund Policy Value Factor	Excess Fund Policy Value Factor	COI Reduction Factor
1	[0.003072542	[0.002951609	[0.083333333
2	0.003072542	0.002951609	0.083333333
3	0.003072542	0.002951609	0.083333333
4	0.003072542	0.002951609	0.083333333
5	0.003072542	0.002951609	0.083333333
6	0.003072542	0.002951609	0.083333333
7	0.003072542	0.002951609	0.083333333
8	0.003072542	0.002951609	0.083333333
9	0.003072542	0.002951609	0.083333333
10	0.003072542	0.002951609	0.083333333
11	0.003072542	0.002951609	0.083333333
12	0.003072542	0.002951609	0.083333333
13	0.003072542	0.002951609	0.083333333
14	0.003072542	0.002951609	0.083333333
15	0.003072542	0.002951609	0.083333333
16	0.003072542	0.002951609	0.083333333
17	0.003072542	0.002951609	0.083333333
18	0.003072542	0.002951609	0.083333333
19	0.003072542	0.002951609	0.083333333
20	0.003072542	0.002951609	0.083333333
21	0.003072542	0.002951609	0.083333333
22	0.003072542	0.002951609	0.083333333
23	0.003072542	0.002951609	0.083333333
24	0.003072542	0.002951609	0.083333333
25	0.003072542	0.002951609	0.083333333
26	0.003072542	0.002951609	0.083333333
27	0.003072542	0.002951609	0.083333333
28	0.003072542	0.002951609	0.083333333
29	0.003072542	0.002951609	0.083333333
30	0.003072542	0.002951609	0.083333333
31	0.003072542	0.002951609	0.083333333
32	0.003072542	0.002951609	0.083333333
33	0.003072542	0.002951609	0.083333333
34	0.003072542	0.002951609	0.083333333
35	0.003072542	0.002951609	0.083333333
36	0.003072542	0.002951609	0.083333333
37	0.003072542	0.002951609	0.083333333
38	0.003072542	0.002951609	0.083333333
39	0.003072542	0.002951609	0.083333333
40	0.003072542	0.002951609	0.083333333
41	0.003072542	0.002951609	0.083333333
42	0.003072542	0.002951609	0.083333333
43	0.003072542	0.002951609	0.083333333
44	0.003072542	0.002951609	0.083333333

SAMPLE

**FLEXIBLE DURATION NO-LAPSE GUARANTEE RIDER VALUE FACTORS
(continued)**

Policy Year	Basic Fund Policy Value Factor	Excess Fund Policy Value Factor	COI Reduction Factor
45	0.003072542	0.002951609	0.08333333
46	0.003072542	0.002951609	0.08333333
47	0.003072542	0.002951609	0.08333333
48	0.003072542	0.002951609	0.08333333
49	0.003072542	0.002951609	0.08333333
50	0.003072542	0.002951609	0.08333333
51	0.003072542	0.002951609	0.08333333
52	0.003072542	0.002951609	0.08333333
53	0.003072542	0.002951609	0.08333333
54	0.003072542	0.002951609	0.08333333
55	0.003072542	0.002951609	0.08333333
56	0.003072542	0.002951609	0.08333333
57	0.003072542	0.002951609	0.08333333
58	0.003072542	0.002951609	0.08333333
59	0.003072542	0.002951609	0.08333333
60	0.003072542	0.002951609	0.08333333
61	0.003072542	0.002951609	0.08333333
62	0.003072542	0.002951609	0.08333333
63	0.003072542	0.002951609	0.08333333
64	0.003072542	0.002951609	0.08333333
65	0.003072542	0.002951609	0.08333333
66	0.003072542	0.002951609	0.08333333
67	0.003072542	0.002951609	0.08333333
68	0.003072542	0.002951609	0.08333333
69	0.003072542	0.002951609	0.08333333
70	0.003072542	0.002951609	0.08333333
71	0.003072542	0.002951609	0.08333333
72	0.003072542	0.002951609	0.08333333
73	0.003072542	0.002951609	0.08333333
74	0.003072542	0.002951609	0.08333333
75	0.003072542	0.002951609	0.08333333
76	0.003072542	0.002951609	0.08333333
77	0.003072542	0.002951609	0.08333333
78	0.003072542	0.002951609	0.08333333
79	0.003072542	0.002951609	0.08333333
80	0.003072542	0.002951609	0.08333333
81	0.003072542	0.002951609	0.08333333
82	0.003072542	0.002951609	0.08333333
83	0.003072542	0.002951609	0.08333333
84	0.003072542	0.002951609	0.08333333
85	0.003072542	0.002951609	0.08333333
86+	0.003072542]	0.002951609]	0.08333333]

SAMPLE

**FLEXIBLE DURATION NO-LAPSE GUARANTEE RIDER VALUE FACTORS
APPLICABLE TO FACE AMOUNT OF BASE POLICY**

Policy Year	No-Lapse Cost of Insurance Rates	Alternative No-Lapse Cost of Insurance Rates	No-Lapse Expense Charges	No-Lapse Administrative Charges
1	[0.00034798	[0.00034798	[9.48	[12.00
2	0.00034798	0.00034798	9.48	12.00
3	0.00034798	0.00034798	9.48	12.00
4	0.00034798	0.00034798	9.48	12.00
5	0.00034798	0.00034798	9.48	12.00
6	0.00034798	0.00034798	9.48	12.00
7	0.00034798	0.00034798	9.48	12.00
8	0.00034798	0.00034798	9.48	12.00
9	0.00034798	0.00034798	9.48	12.00
10	0.00034798	0.00034798	9.48	12.00
11	0.00034798	0.00034798	9.48	12.00
12	0.00034798	0.00034798	9.48	12.00
13	0.00034798	0.00034798	9.48	12.00
14	0.00034798	0.00034798	9.48	12.00
15	0.00034798	0.00034798	9.48	12.00
16	0.00034798	0.00034798	9.48	12.00
17	0.00034798	0.00034798	9.48	12.00
18	0.00034798	0.00034798	9.48	12.00
19	0.00034798	0.00034798	9.48	12.00
20	0.00034798	0.00034798	9.48	12.00
21	0.00034798	0.00034798	9.48	12.00
22	0.00034798	0.00034798	9.48	12.00
23	0.00034798	0.00034798	9.48	12.00
24	0.00034798	0.00034798	9.48	12.00
25	0.00034798	0.00034798	9.48	12.00
26	0.00034798	0.00034798	9.48	12.00
27	0.00034798	0.00034798	9.48	12.00
28	0.00034798	0.00034798	9.48	12.00
29	0.00034798	0.00034798	9.48	12.00
30	0.00034798	0.00034798	9.48	12.00
31	0.00034798	0.00034798	9.48	12.00
32	0.00034798	0.00034798	9.48	12.00
33	0.00034798	0.00034798	9.48	12.00
34	0.00034798	0.00034798	9.48	12.00
35	0.00034798	0.00034798	9.48	12.00
36	0.00034798	0.00034798	9.48	12.00
37	0.00034798	0.00034798	9.48	12.00
38	0.00034798	0.00034798	9.48	12.00
39	0.00034798	0.00034798	9.48	12.00
40	0.00034798	0.00034798	9.48	12.00
41	0.00034798	0.00034798	9.48	12.00
42	0.00034798	0.00034798	9.48	12.00
43	0.00034798	0.00034798	9.48	12.00
44	0.00034798	0.00034798	9.48	12.00

SAMPLE

**FLEXIBLE DURATION NO-LAPSE GUARANTEE RIDER VALUE FACTORS
 APPLICABLE TO FACE AMOUNT OF [BASE POLICY]
 (continued)**

Policy Year	No-Lapse Cost of Insurance Rates	Alternative No-Lapse Cost of Insurance Rates	No-Lapse Expense Charges	No-Lapse Administrative Charges
45	0.00034798	0.00034798	9.48	12.00
46	0.00034798	0.00034798	9.48	12.00
47	0.00034798	0.00034798	9.48	12.00
48	0.00034798	0.00034798	9.48	12.00
49	0.00034798	0.00034798	9.48	12.00
50	0.00034798	0.00034798	9.48	12.00
51	0.00034798	0.00034798	9.48	12.00
52	0.00034798	0.00034798	9.48	12.00
53	0.00034798	0.00034798	9.48	12.00
54	0.00034798	0.00034798	9.48	12.00
55	0.00034798	0.00034798	9.48	12.00
56	0.00080881	0.00080881	9.48	12.00
57	0.00090165	0.00090165	9.48	12.00
58	0.00099429	0.00099429	9.48	12.00
59	0.00108564	0.00108564	9.48	12.00
60	0.00117119	0.00117119	9.48	12.00
61	0.00124718	0.00124718	9.48	12.00
62	0.00134591	0.00134591	9.48	12.00
63	0.00145108	0.00145108	9.48	12.00
64	0.00156547	0.00156547	9.48	12.00
65	0.00168666	0.00168666	9.48	12.00
66	0.00230586	0.00230586	9.48	12.00
67	0.00246788	0.00246788	9.48	12.00
68	0.00263156	0.00263156	9.48	12.00
69	0.00279418	0.00279418	9.48	12.00
70	0.00295311	0.00295311	9.48	12.00
71	0.00310543	0.00310543	9.48	12.00
72	0.00324851	0.00324851	9.48	12.00
73	0.00337955	0.00337955	9.48	12.00
74	0.00349586	0.00349586	9.48	12.00
75	0.00359465	0.00359465	9.48	12.00
76	0.00367322	0.00367322	9.48	12.00
77	0.00372870	0.00372870	9.48	12.00
78	0.00375915	0.00375915	9.48	12.00
79	0.00375915	0.00375915	9.48	12.00
80	0.00375915	0.00375915	9.48	12.00
81	0.00375915	0.00375915	9.48	12.00
82	0.00375915	0.00375915	9.48	12.00
83	0.00375915	0.00375915	9.48	12.00
84	0.00375915	0.00375915	9.48	12.00
85	0.00375915	0.00375915	9.48	12.00
86+	0.00375915]	0.00375915]	9.48]	12.00]

SAMPLE

MAXIMUM MONTHLY RIDER CHARGE RATES PER \$1,000 RIDER NAR

POLICY YEAR	RIDER CHARGE RATE	POLICY YEAR	RIDER CHARGE RATE
[1	0.0603	44	0.0603
2	0.0603	45	0.0603
3	0.0603	46	0.0603
4	0.0603	47	0.0603
5	0.0603	48	0.0603
6	0.0603	49	0.0603
7	0.0603	50	0.0603
8	0.0603	51	0.0603
9	0.0603	52	0.0603
10	0.0603	53	0.0603
11	0.0603	54	0.0603
12	0.0603	55	0.0603
13	0.0603	56	0.0603
14	0.0603	57	0.0603
15	0.0603	58	0.0603
16	0.0603	59	0.0603
17	0.0603	60	0.0603
18	0.0603	61	0.0603
19	0.0603	62	0.0603
20	0.0603	63	0.0603
21	0.0603	64	0.0603
22	0.0603	65	0.0603
23	0.0603	66	0.0603
24	0.0603	67	0.0603
25	0.0603	68	0.0603
26	0.0603	69	0.0603
27	0.0603	70	0.0603
28	0.0603	71	0.0603
29	0.0603	72	0.0603
30	0.0603	73	0.0603
31	0.0603	74	0.0603
32	0.0603	75	0.0603
33	0.0603	76	0.0603
34	0.0603	77	0.0603
35	0.0603	78	0.0603
36	0.0603	79	0.0603
37	0.0603	80	0.0603
38	0.0603	81	0.0603
39	0.0603	82	0.0603
40	0.0603	83	0.0603
41	0.0603	84	0.0603
42	0.0603	85	0.0603
43	0.0603	86+	0.0603]

SAMPLE

[The rates shown above also represent the NLG Optional Benefit Charge Maximum Monthly Rider Charge Rates per \$1,000 of No-Lapse Rider NAR for any No-Lapse Guarantee Value.]

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 show emphasis.

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 notice of the new address. The Administrative Office may also be referred to as Service Center in certain riders and benefits.

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

Application – consists of the application for this Policy, any supplemental application forms, including health certificates and statements, amendments, endorsements, approved policy change requests and any application for reinstatement.

Class – (i) is considered in determining Policy Charges, interest credited, and certain limitations on Policy features and benefits; and (ii) depends on a number of factors including (but not limited to) the Death Benefit, Face Amount, Policy Date, Policy duration, premiums paid, source of premium, Policy ownership structure, underwriting type, the Insured's Age and Risk Class, and the presence and attributes of Policy features, benefits and optional riders.

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

Confirmation of Change – is notice we will provide to you at your last known physical and/or electronic address reflecting certain changes made to your Policy. Such notice will be either a Supplemental Schedule of Coverage which is an endorsement to your Policy and becomes part of the contract as described in the Entire Contract provision or such notice will be Revised Policy Specification pages which replace the current Policy Specification pages as an endorsement to your Policy, and become part of the contract as described in the Entire Contract provision.

Date Insurance Begins – is the date this Policy is delivered and the necessary initial premium is paid, provided that on that date the proposed Insured is alive and in the same health and condition of insurability as described in each part of the attached application.

Date Insurance Ends – this 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.

Date of Issue – is the date on which this Policy is considered to have been produced. The Date of Issue is shown in the Policy Information section of the Policy Specifications.

Evidence of Insurability – is information, including, but not limited to, medical information, satisfactory to us that is used to determine insurability and the Insured's Risk Class, subject to our approval and issue limits.

Free Look Period – is the number of days in which you have the right to return your Policy as specified in the Free Look Right on the cover of your Policy.

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

Insured – is the person insured under this Policy, as shown in the Insured Information section of the Policy Specifications.

Monthly Deduction End Date – is shown in the Monthly Deduction Factors section of the Policy Specifications and is the date on which Monthly Deductions will cease to modify the Policy Value.

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

Net Policy Value – is the Policy Value less the Loan Balance.

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

Net Premium – is the premium we receive reduced by any applicable Premium Expense Charge.

Owner, you, or your – refers to the Owner(s) of this Policy, as shown in the Policy Information section of the Policy Specifications at the time of issue or, if ownership is changed after issue, in a Confirmation of Change.

Policy Date – is shown in the Policy Information section of the Policy Specifications and is the same as the Date Insurance Begins unless you give consent to another mutually agreeable date. It is the date from which policy anniversaries, Policy years, and Policy months are measured.

Policy Specifications – is a section of this Policy that shows information specific to your policy. Policy Specifications may be referred to as Schedule in certain riders and benefits, and any related Confirmation of Change.

Policy Value – is the sum of Net Premiums and credited interest less Withdrawals and deductions. See the Policy Value section for details.

Risk Class – is used in determining Policy Charges and is determined by us during the underwriting process. Risk Class may also be referred to as Risk Classification.

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

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 and will provide a Death Benefit as of the Date Insurance Begins through the Date Insurance Ends.

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

Death Benefit – This Policy provides a Death Benefit on the death of the Insured while this Policy is In Force.

This section describes how the Death Benefit is calculated. The Death Benefit is the greater of either:

- The Face Amount; or
- The Minimum Death Benefit specified below, according to the Death Benefit Qualification Test that applies to your Policy.

The Death Benefit under this Policy is subject to any increase required to qualify the Policy as Life Insurance (see Tax Qualification as Life Insurance), or to prevent this Policy from being classified as a Modified Endowment Contract (MEC) (see Modified Endowment Contract Tax Status).

Minimum Death Benefit – The Minimum Death Benefit will be determined based on the Death Benefit Qualification Test for the Policy and at any time will be no less than the minimum amount we determine to be required for this Policy to qualify as a life insurance contract under applicable law and the Code. The Minimum Death Benefit is equal to the Minimum Death Benefit Percentage multiplied by the Policy Value. The Minimum Death Benefit Percentages as of the Policy Date are shown in the Policy Specifications. Changes to the Policy may affect these percentages.

Death Benefit Qualification Test – In order for your Policy to qualify as a life insurance contract under the Code, it must at all relevant times satisfy one of two Death Benefit Qualification Tests. The Death Benefit Qualification Test that this Policy is designed to satisfy is the Cash Value Accumulation Test.

Death Benefit Proceeds – The Death Benefit Proceeds (“Proceeds”) are the actual amount(s) payable if the Insured dies while this Policy is In Force. Proceeds are equal to the Death Benefit, as of the date of death, reduced by any Loan Balance and, if death occurs during a Grace Period, by any Monthly Deductions that may be due and unpaid.

Death Benefit Proceeds may be paid in a lump sum or, if elected, may be distributed over a period of time. One or a combination of the options available on the date of election may be selected. Distributions will be subject to our requirements in effect at the time of election. If the payee is not a natural person, the choice of a payment option will be subject to our approval. Prior to any payment, you may contact us to obtain information on our currently available options.

We will pay the Proceeds after the latest date of receiving all of the following at our Administrative Office:

- Proof of the Insured’s death, such as a certified copy of the death certificate for the Insured or other lawful evidence providing equivalent information and proof of the claimant’s legal interest in the Proceeds;

- Sufficient information to determine our liability, the extent of our liability, and the appropriate payee legally entitled to the Proceeds; and
- Sufficient evidence that any legal impediments to payment of Proceeds that depend on parties other than us are resolved. Legal impediments to payment include, but are not limited to: (a) the establishment of guardianships and conservatorships; (b) the appointment and qualification of trustees, executors and administrators; and, (c) submission of information required to satisfy state and federal reporting requirements.

Interest on Proceeds will accrue from the date of death to the date the claim is paid at either the Minimum Annual Interest Rate for Funds Left on Deposit that is in effect on the date of death or, if the company has not established a Minimum Annual Interest Rate for Funds Left on Deposit, at the Two Year Treasury Constant Maturity Rate as published by the Federal Reserve, that is in effect on the date of death.

If payment of Proceeds is delayed 31 calendar days after the latest date of receiving the last of the above requirements, we will pay additional interest on the Death Benefit Proceeds, at an interest rate of 10%. Such interest rate will be applied to the Proceeds beginning on the 31st calendar day referenced above to the date the claim is paid.

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.

COVERAGES

Face Amount – is the amount of coverage on the Insured while this Policy is In Force. The initial Face Amount is shown in the Life Insurance Benefit Information section of the Policy Specifications. After Policy issue, unless otherwise specified, reference to the Face Amount means the initial Face Amount as described in this Policy, including any adjustments as described in the Policy or attached riders. Face Amount may be different than the Death Benefit and may be referred to as Amount of Insurance or Specified Amount in certain riders and benefits.

Face Amount Increase – Requests for increases in Face Amount are not permitted.

Face Amount Decrease – You may request a decrease in the Face Amount of the Policy by providing a Written Request. A decrease in Face Amount is subject to each of the following conditions:

- Only one requested decrease per Policy year is allowed.
- A decrease during the first Policy year is not allowed.
- Face Amount Decreases will take place on a Monthly Payment Date.
- The amount of each decrease in Face Amount must be at least equal to the Face Amount Minimum Decrease Permitted shown in the Requested Face Amount Decrease Conditions section of the Policy Specifications.

Any Face Amount Decrease will take effect on the first Monthly Payment Date following our receipt and approval of your Written Request, unless said request indicates an effective date on a later Monthly Payment Date. Following any requested decrease, the remaining Face Amount must be at least equal to the Minimum Face Amount Following Decrease shown in the Requested Face Amount Decrease Conditions section of the Policy Specifications.

During the Surrender Charge Period, a Face Amount Decrease may result in a Surrender Charge as described in the Surrender Charge Calculation section of the Policy Specifications.

Upon approval of any decrease, we will send you a Confirmation of Change reflecting the decrease. After the decrease, the Monthly Deduction and any future surrender charges will be based on the decreased Face Amount.

Unless and until you specify otherwise by Written Request, any request for a decrease in Face Amount will not take effect if the requested change would cause the policy to be classified as a Modified Endowment Contract under the Code in accordance with the Modified Endowment Contract Tax Status section of this Policy. Please consult a qualified tax advisor before requesting a decrease in Face Amount.

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

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

PREMIUMS

Premiums – The initial premium is payable at our Administrative Office before we can place your Policy In Force. At your request, we will give you a premium receipt. Additional premiums are optional and are payable at any time at our Administrative Office. We will consider any premium paid to be “received” when it is delivered to our Administrative Office. We bear no responsibility for any premium unless it has been received by us. 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 Policy loan will first be considered a premium payment, unless you tell us by Written Request that it is a Loan Repayment.

Planned Premium – The Planned Premium is the amount of premium and desired billing frequency you have told us you intend to pay and is shown in the Premium Information section of the Policy Specifications. Unless your desired billing frequency is monthly, we will send you Planned Premium reminder notices for as long as premiums can be paid. If your desired billing frequency is monthly, we will not send you a premium reminder notice. You may change the Planned Premium amount and billing frequency by Written Request. Payment of the Planned Premium does not guarantee that the policy will continue In Force.

Premium Processing – At the time we receive the premium payment, we will deduct the applicable Premium Expense Charge(s). The resulting Net Premium will be credited to the Policy Value.

Premium Limitation – We reserve the right to refuse any premium payment, or portion thereof, that would increase the Net Amount at Risk of this Policy.

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

period. In the event that a premium payment would cause the 7-Pay limit to be exceeded, we will refund the excess payment to you, unless you have provided a Written Request in which you accept your Policy being classified as a Modified Endowment Contract and indicate that we may accept such payments and apply them to the policy, in accordance with the Modified Endowment Contract Tax Status section of this Policy. Payment of the 7-Pay Premium does not guarantee that the policy will never lapse and additional premium may be necessary to prevent the policy from lapsing in the future.

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.

POLICY VALUE

Policy Value – On the Date Insurance Begins, the Policy Value equals the Net Premium received less any charges due on or before that date.

On every other day, the Policy Value equals:

- the Policy 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 total amount of any Withdrawals since the prior day, less;
- the amount of any surrender charges or a face decrease since the prior day, and less;
- on a Monthly Payment Date, the Monthly Deduction.

We credit interest on a daily basis, using a 365-day year, at a rate not less than the Guaranteed Minimum Annual Interest Rate shown in the Monthly Deduction Factors section of the Policy Specifications. At our discretion we may credit additional interest. Once credited, these additional amounts are nonforfeitable except indirectly due to any Surrender Charge or policy changes that reduce Policy Value. Any such additional interest will be applied uniformly to all members of the same Class.

The interest rate credited to the Loaned Policy Value may be different from the rate applied to the remaining Policy Value, but will never be less than the Guaranteed Annual Loan Credited Interest Rate shown in the Loan Factors section of the Policy Specifications.

POLICY CHARGES

Monthly Deduction – The Monthly Deduction provides coverage for the Policy month following the Monthly Payment Date and is equal to the sum of the following items:

- The Cost of Insurance Charge;
- The Administrative Charge;
- The Expense Charge; and

- Rider or benefit charges, if any.

The maximum for each such charge is described below, in the Policy Specifications or in the rider or benefit forms. We may charge less than such maximum charge. Any lesser charge will apply uniformly to all members of the same Class. The charges, including the Cost of Insurance Charge, can be adjusted by us in our sole and exclusive discretion and such adjustment can be based on our experience factors such as investment earnings, mortality, persistency, taxes, and expenses, but will not exceed the maximums as shown in the Policy Specifications. We may profit from such charges and may use those profits for any lawful purpose such as the payment of distribution and administrative expenses. There are no Monthly Deductions on and after the Monthly Deduction End Date, which is shown in the Monthly Deduction Factors section of the Policy Specifications.

Cost of Insurance Charge – The Cost of Insurance Charge is equal to (1) multiplied by (2), where:

- (1) is the Maximum 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 minus Policy Value.

Cost of Insurance Rates – The Maximum Monthly Cost of Insurance Rates are shown in the Table of Cost of Insurance (COI) Rates for Life Coverage in the Policy Specifications. We reserve the right to charge rates that are lower than the maximums shown. Any lower Cost of Insurance Rates will apply uniformly to all members of the same Class.

Administrative Charge – The Administrative Charge is shown in the Monthly Deduction Factors section of the Policy Specifications.

Expense Charge – The Expense Charge is based on the Face Amount.

The Expense Charge will not decrease even if the Face Amount is decreased until after the Initial Expense Charge Period shown in the Monthly Deduction Factors section of the Policy Specifications, at which time the Expense Charge is based on the current Face Amount. This charge will not exceed the Expense Charge shown in the Table of Maximum Monthly Expense Charges for Life Coverage in the Policy Specifications.

Rider Charges – Any rider or benefit charges are described in the rider or benefit forms.

Premium Expense Charge – The Premium Expense Charge is equal to the premium paid, multiplied by the Premium Expense Charge Rate. Such rate will not exceed, and may be less than, the Premium Expense Charge Rate shown in the Premium Information section of the Policy Specifications.

We May Deduct Additional Tax-Related Charges – In addition to the charges described in this Policy, we reserve the right to charge for federal, state or local taxes generated by this Policy, or generated by our operations with respect to this Policy, to the extent such tax was not applicable to the Policy or our operations at the time of Policy issuance.

POLICY LAPSE AND REINSTATEMENT

Grace Period – We will use the policy's Net Cash Surrender Value to determine if the policy will lapse. If that amount is not sufficient to provide for the Policy's Monthly Deductions, the policy will enter the Grace Period. A Grace Period of 61 days, beginning on the Monthly Payment Date on which the insufficiency occurred, will be allowed for the payment of sufficient loan repayment or premium to keep your Policy In Force. 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. Sufficient premiums that are sent by United States mail and postmarked, or other satisfactory forms of payment received, within the Grace Period will be accepted. There is no penalty for paying a premium during the Grace Period. Your Policy will remain In Force during the Grace Period and Monthly Deductions will continue to accrue. If the Insured dies during the Grace Period, the Death Benefit will be equal to the Death Benefit as of the beginning of the Grace Period reduced by any Loan Balance and less any Policy Charges that may be due and unpaid.

Notification of Pending Termination for Non-Payment – Thirty days after the Monthly Payment Date on which the insufficiency occurred, we will provide notification to you, any assignee of record, and any additional person designated to receive notice of lapse or termination (grace notice). The notice will be provided to each person at their last known addresses by first class United States mail, postage prepaid, or other satisfactory form of delivery where allowed by law, 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 three times the Monthly Deduction due when the insufficiency occurred plus any applicable Premium Expense Charge, must be paid.

Lapse - If sufficient loan repayment or premium is not paid by the end of the Grace Period, a lapse will occur. Upon lapse, the policy will terminate with no value. Please consult a qualified tax and/or legal advisor before allowing your policy to lapse.

Reinstatement – If it has not been surrendered, this Policy may be reinstated within the Period to Reinstatement shown in the Reinstatement Conditions section of the Policy Specifications after the end of the Grace Period. To reinstate this Policy, you must provide us with all of the following:

- A written Application;
- Evidence of Insurability satisfactory to us that the Insured is insurable in the same Risk Class as when the policy was issued;
- Sufficient Net Premium to cover all Monthly Deductions and Loan Interest Charges due and unpaid during the Grace Period;
- Sufficient Net Premium to pay our estimate of the amount needed to maintain three monthly deductions after the date of reinstatement. This is only an estimate and does not guarantee that the policy will remain In Force for three months from the effective date of Policy reinstatement; and
- Repayment of the amount of any Loan Balance in excess of any Policy Value as of the date the policy lapsed.

The effective date of the Policy reinstatement will be the Monthly Payment Date on or next following the date we approve your reinstatement Application. At reinstatement, each of the following applies:

- The Policy Value upon reinstatement will equal the Policy Value less the Loan Balance at the time of lapse;

- The Policy Value will be increased by the amount of any Net Premium you provided plus the repayment of the Loan Balance in excess of the Policy Value, as described above;
- Any Policy Loans at the time of lapse are not reinstated;
- The Surrender Charges and Policy Charges (other than Cost of Insurance Charges) under this Policy will resume on their schedule as of the Monthly Payment Date when lapse occurred; and
- 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.

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

SURRENDER AND WITHDRAWAL OF VALUES

Surrender – Upon Written Request while it is In Force, you may surrender this Policy for its Net Cash Surrender Value on the date said request is received at our Administrative Office. The Net Cash Surrender Value on the date of Surrender will be adjusted for any additions and deductions since the preceding Monthly Payment Date. The policy will terminate on the date of Surrender. This Policy may not be Surrendered during the Grace Period.

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

Net Cash Surrender Value – The Net Cash Surrender Value is the Cash Surrender Value less any Loan Balance.

Surrender Charge – If you surrender this Policy, request a Withdrawal, or request a Face Amount Decrease there may be a Surrender Charge deducted from the Policy Value.

Determining a Surrender Charge – Surrender Charges are described in the Surrender Charge Calculation section of the Policy Specifications and may be deducted from the Policy Value upon Surrender of a policy, Face Amount Decrease or Withdrawal.

Surrender Charge Rates – The Surrender Charge Rates are shown in the Surrender Charge Rates table in the Policy Specifications.

Withdrawals – Upon Written Request on or after the first Policy anniversary and until the Monthly Deduction End Date, you may withdraw a portion of the Net Cash Surrender Value of this Policy subject to the Withdrawal Conditions shown in your Policy Specifications.

Upon receipt of your Written Request, we will verify that the Withdrawal request is no less than the Minimum Amount of Each Withdrawal or no more than the Maximum Amount of Each Withdrawal shown in your Requested Withdrawal Conditions section of the Policy Specifications.

Upon approval of any Withdrawal, we will send you a Confirmation of Change reflecting the Withdrawal. After the Withdrawal, the Monthly Deduction will be based on the decreased Face Amount.

The Withdrawal will be deducted from the Policy Value. Withdrawal proceeds may be reduced by a Surrender Charge and a fee as described in the Requested Withdrawal Conditions section in your Policy Specifications. The Withdrawal will reduce your Face Amount.

Unless you specify by Written Request, any request for a Withdrawal will not take effect if the Withdrawal would cause the policy to be classified as a Modified Endowment Contract under the Code in accordance with the Modified Endowment Contract Tax Status section of the policy.

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

POLICY LOANS

Loan Principal – You may obtain policy loans by Written Request after the Free Look Period. When a Policy loan is taken, the Loan Principal, an amount equal to the amount requested for the loan, is set aside to secure the loan. The Loan Principal is increased by any accrued and unpaid Loan Interest Charges on the Policy anniversary and by any additional Policy loans. The Loan Principal is reduced by any Loan Repayments that are greater than the amount of outstanding loan interest. Please consult a qualified tax advisor before requesting a Policy loan. This Policy shall be the sole security of the loan.

Loaned Policy Value – The Loaned Policy Value is equal to the Loan Principal plus the Loan Interest Credited.

Loan Amount Available – The maximum amount available for a loan on any date is equal to the Policy Value less:

- Three times the most recent Monthly Deduction that reduces the Policy Value under the policy;
- Any Surrender Charge; and
- Any existing Loan Balance.

The amount of the loan must be at least equal to the Minimum Loan Amount, if any, shown in the Loan Factors section of the Policy Specifications.

Loan Interest Charge – Interest is based on the Loan Principal, accrues daily on a simple interest basis using the Maximum Annual Loan Charge Interest Rate shown in the Loan Factors section in your Policy Specifications, and is due on each Policy anniversary. We may use a lower interest rate. The corresponding daily interest rate is equal to the annual rate divided by 365. If the Policy terminates before a Policy anniversary, the Loan Interest Charge will be due at the time of Policy termination.

Loan Interest Credit – Loan Interest Credit is based on the amount equal to the Loan Principal, and accrues daily on a simple interest basis, using the Guaranteed Annual Loan Credited Interest Rate shown in the Loan Factors section of 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, the Loan Interest Charge is due. Any portion of the Loan Interest Charge that is not paid when due will be added to the Loan Principal (compounded) and bear interest at the same rate. On each Policy

anniversary, the values of the Loan Balance and Loaned Policy Value will be adjusted to make them equal to the Loan Principal.

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 first considered a premium payment, unless you tell us by Written Request it is a Loan Repayment.

Loan Value – The Loan Value is used for the purposes of some riders and benefits. The Loan Value is the Policy Value less:

- Three times the most recent Monthly Deduction that reduces the Policy Value under the policy; and
- any Surrender Charge.

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

OWNER AND BENEFICIARY

Owner – The Owner of this Policy is as shown in the Policy Information section of the Policy Specifications or Confirmation of Change. If you change the Owner, the change is effective on the date your request is signed, unless otherwise specified by the Owner, 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 – You may assign this Policy by Written Request. An assignment must be recorded at our Administrative Office. When received, the assignment will take effect as of the date the Written Request was signed unless otherwise specified by the Owner. Any rights created by the assignment will be subject to any payments made or actions taken by us before the assignment is recorded. We will not be responsible for the validity of any assignment. We recommend you consult a qualified tax and legal advisor before requesting an assignment.

Beneficiary – The primary Beneficiary is named by you in the Application to receive the Death Benefit Proceeds. You may name one or more primary Beneficiaries. If you name more than one primary beneficiary, they will share the Death Benefit Proceeds equally or as you may otherwise specify by Written Request. The interest of a primary Beneficiary who does not outlive the Insured will be divided equally, or as the Owner may have otherwise specified by Written Request among the surviving primary Beneficiaries. You may also name one or more contingent Beneficiaries. If the Insured survives all named primary Beneficiaries, Death Benefit Proceeds will pass equally, or as you may otherwise specify by Written Request, to all surviving contingent Beneficiaries. No Beneficiary may, 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 to the primary or contingent Beneficiary by Written Request while the policy is In Force. Beneficiary Change Request forms are available from us. 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. A Beneficiary may be designated as irrevocable, in which case their rights under the Policy cannot be changed without their written consent.

If no beneficiaries outlive the Insured, then the Death Benefit Proceeds will pass to the Owner or, if the Owner does not outlive the Insured, to the Owner's estate or successor in interest, including such cases where an Owner is not a natural person. 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 first.

GENERAL PROVISIONS

Entire Contract – This Policy is a contract between you and us. The Entire Contract consists of this Policy, any Confirmation of Change, policy changes, Application, and any attached endorsements, riders and amendments. 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 or, when permitted by applicable state law, where the policy was procured through fraud. If we determine that the Application contains a material misrepresentation, we will rescind the policy and return to you the premiums paid less any Policy loans and any Withdrawals taken. No Death Benefit will be paid. After two years during the Insured's lifetime, beginning with the earlier of the Date Insurance Begins or the Date of Issue, this Policy cannot be contested except for failure to pay required premiums or if the policy was procured by fraud.

If this Policy lapses and is later reinstated, we will not contest the reinstated Policy unless there was a material misrepresentation in the Application required for reinstatement or, when permitted by applicable state law, where the policy was procured through fraud, or for failure to pay required premiums. If we determine that such Application contains a material misrepresentation, we will rescind the reinstated Policy as of the reinstatement date and return to you the premiums paid after the reinstatement date less any Policy loans and any Withdrawals taken after the reinstatement date. No Death Benefit will be paid. After the reinstated Policy has been In Force for two years during the Insured's lifetime, this Policy cannot be contested except for failure to pay required premiums or if the policy was procured by fraud.

If there has been a change to the policy for which we required the Insured to submit Evidence of Insurability, we will not contest such change after two years from the effective date of the change unless;

- There was a material misrepresentation in the Application required for the change; or
- When permitted by applicable state law, where the change was procured through fraud; or
- For failure to pay required premiums.

If we determine that such Application contains a material misrepresentation, we will rescind the Policy change and all Policy Charges made after the change will be reversed and corrected charges applied so that the Policy Value will be unaffected by such changes. Any Death

Benefits or other benefits that become payable will be determined as though the Policy change had never been requested.

If this Policy includes additional coverage for which we required the Insured to submit Evidence of Insurability, the Incontestability provision of this Policy relating to any additional coverage is effective as of the earlier of the Date Insurance Begins or the Date of Issue of the additional coverage.

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 earlier of the Date Insurance Begins or the Date of Issue, the Death Benefit Proceeds will be limited to an amount equal to the sum of the premiums paid, less the sum of any Policy loans and Withdrawals. If this Policy has been reinstated and the Insured dies by suicide, while sane or insane, within two years of the latest reinstatement date, the Death Benefit Proceeds will be limited to an amount equal to the sum of the premiums paid less the sum of any Policy loans and Withdrawals taken since such date.

If this Policy includes additional coverage for which we required the Insured to submit Evidence of Insurability, the Suicide Exclusion provision of this Policy relating to any additional coverage is effective as of the earlier of the Date Insurance Begins or the Date of Issue of the additional coverage.

Misstatement – There will be a Policy adjustment if there is a misstatement on the Application of the Insured's:

- Birth date
- Sex, if applicable. Sex does not apply to Policies issued as unisex; see the Insured Information section of the Policy Specifications to determine if the policy was issued as unisex

If the misstatement is discovered prior or after the death of the Insured, the Death Benefit shall be the minimum Death Benefit for the correct sex, if applicable, and birth date of the Insured, 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 misstatement is discovered before the death of the Insured, we will not recalculate the Policy Value, but we will use the correct sex, if applicable, 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 or termination has not occurred.

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 all of the following 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 Charges and Loan Interest Credits 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.

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

- The beginning and end dates of the reporting period;
- The Policy Value at the beginning and end of the reporting period;
- Amounts that have been credited or debited to the Policy Value during the reporting period, identified by type;
- The Death Benefit at the end of the reporting period;
- The Cash Surrender Value at the end of the reporting period;
- Any Loan Balance outstanding 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; and
- Any other information required by law.

Policy Proposals – Upon request, we will give you a hypothetical proposal of the potential future benefits under this Policy based upon guaranteed cost factor assumptions. Such proposals reflect assumptions about the policy and about how you will use the Policy's options. Over time the Policy's elements, and your actual use of the Policy's options, are likely to vary from the assumptions used in such proposals. In addition, the order in which we process requested transactions may vary between the proposal we provide and policy administration. For these reasons, actual policy values will likely be more or less favorable than shown in such proposals. Policy Proposals may also be referred to as quotes in certain riders or benefits.

Basis of Values – All nonforfeiture values for this Policy will be at least equal to the minimums required by the Interstate Insurance Product Regulation Commission. A detailed statement showing how such values are determined has been filed with the Interstate Insurance Product Regulation Commission. To calculate the minimum required nonforfeiture values, the Guaranteed Minimum Annual Interest Rate, or if higher, the rate required by the Interstate Insurance Product Regulation Commission, and mortality rates from the Basis of Value Mortality Table, are used.

Policy Value, less any Surrender Charges, available under the policy are not less than the minimum values and benefits required by or pursuant to the NAIC Universal Life Insurance Regulation, model #585.

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, benefit or endorsement that does not specifically override this tax qualification provision, shall be interpreted to ensure and maintain such tax qualification, despite any other provision to the contrary. At no time, shall the amount of Death Benefit under this Policy ever be less than the minimum amount needed to ensure or maintain such tax qualification. If need be, the Death Benefit shall be increased retroactively and prospectively to the minimum extent necessary to

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

Modified Endowment Contract Tax Status – Unless and until you have given us a Written Request to accept a Modified Endowment Contract (“MEC”) classification for your Policy, the provisions of this Modified Endowment Contract Tax Status subsection apply to your policy.

Under federal tax law, if the funding of a life insurance contract occurs too rapidly, it becomes a MEC and fails to qualify for certain favorable 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 to you at your last known address.

We will not accept a payment as premium or otherwise which would cause the policy to become a MEC. The 7-Pay Premium, shown in the Policy Specifications, 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 Policy 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 Policy Value will be reduced to reflect the increased Monthly Deductions resulting from such Death Benefit increase, starting on the date that the increase is effective.

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

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 longevity-related goods and services.

Right to Add Benefits – From time to time we may offer additional benefits that could be available to your Policy by rider or endorsement. To request such an additional benefit, you must submit to us a Written Request. You or the proposed Insured may be subject to new underwriting for any additional benefit requested. If an additional benefit requested is issued pursuant to this paragraph, a Confirmation of Change will be mailed to you.

Change of Risk Class – You may request a change to your Policy's Risk Class by submitting a Written Request. We may require you to submit evidence of Insurability in order to evaluate your request. If we approve the change in Risk Class, certain charges described in the policy that are deducted from your Policy Value thereafter, including Policy Charges, will be affected.

If on the Policy Date the Insured was under age 18, then beginning when the Insured attains such Age, applying for a Change of Risk Class may modify certain charges described in the policy that are deducted from the Policy Value thereafter, including Policy Charges. In order for the different Risk Class to take effect at Age 18, you must submit a Written Request for the Change of Risk Class prior to attaining said Age. Upon reaching Age 18, if you do not request a Change of Risk Class, the Risk Class shown in the Insured Information section of the Policy Specifications will remain unchanged.

Effect of Additional Benefits on Policy Provisions – Your policy may include additional benefits that were added by rider or endorsement. These rider and endorsement forms may include provisions that replace or amend provisions in this contract. **Please read this Policy and all other forms carefully.**

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

Conformity with Interstate Insurance Product Regulation Commission (IIPRC) Standards – This contract was approved under the authority of the IIPRC and issued under the IIPRC standards. If there is any policy provision that is in conflict with any IIPRC standards in effect as

of the Policy Date, then the provision is amended to conform to the applicable IIPRC standard. Any such amendment is effective on the Policy Date.

SAMPLE

FLEXIBLE DURATION NO-LAPSE GUARANTEE RIDER

This Rider ("Rider") becomes a part of the Policy to which it is attached ("Policy"). All terms of the Policy that do not conflict with this Rider's terms apply to this Rider. If there is a conflict between the terms of this Rider and the terms of the Policy, the terms of this Rider shall prevail. Please read it carefully.

Terms that have been defined either within this Rider or within the Policy to which this Rider is attached, are usually capitalized to provide emphasis.

- **Although this Rider includes a "No-Lapse Guarantee," this does not mean the Policy to which this Rider is attached will never lapse. The No-Lapse Guarantee will keep the Policy In Force only while the No-Lapse Guarantee is in effect.**
- **If the Maximum No-Lapse Guarantee Period is less than lifetime, additional premium payments may be required to keep the Policy In Force after the Maximum No-Lapse Guarantee Period is reached.**
- **The growth of the No-Lapse Guarantee Value depends in part on the timing and amount of premium payments, and similarly, the timing and amount of other financial transactions such as requested or required Withdrawals, loan requests and loan repayments. Any changes to the timing and amount of such transactions will affect the duration of the No-Lapse Guarantee provided by this Rider.**
- **Any modification to your Policy coverage or benefits may affect the duration of the No-Lapse Guarantee provided by this Rider.**
- **Differences between planned activities and actual activities may have a cumulative effect on the duration of the No-Lapse Guarantee provided by this Rider.**
- **We suggest reviewing the Policy's performance periodically and before making any changes to the Policy.**

THE NO-LAPSE GUARANTEE

No-Lapse Guarantee – The No-Lapse Guarantee is in effect when the Net No-Lapse Guarantee Value is greater than zero. While the No-Lapse Guarantee is in effect, the Policy and any attached optional benefits that are currently In Force will remain In Force according to their terms, even if there is insufficient Net Policy Value to cover the Monthly Deductions due. As long as the No-Lapse Guarantee is in effect, the Policy will not enter the Grace Period.

Basic Fund – The Basic Fund receives Net Basic Premium as described in the Premium Payment provision of this Rider, less any requested or required Withdrawal of Policy Value.

Excess Fund – The Excess Fund receives Net Excess Premium as described in the Premium Payment provision of this Rider, less any requested or required Withdrawal of Policy Value.

NOTE: The No-Lapse Guarantee Value is tracked solely for the purpose of administering this Rider. In particular, the No-Lapse Guarantee Value does not add to policy values, values that may be withdrawn or loaned against, the Death Benefit or to any other benefit under the Policy.

No-Lapse Guarantee Value – The No-Lapse Guarantee Value is equal to the sum of the Basic Fund plus the Excess Fund plus the Loaned Policy Value. Generally, the Basic Fund accumulates at a higher crediting rate than the Excess Fund. While deductions may cause the Basic Fund to become negative, the Excess Fund will never be less than zero. The Basic Fund and the Excess Fund are adjusted as follows:

- Premium Payments increase both the Basic Fund and the Excess Fund, as described in the Premium Payment provision of this Rider;
- No-Lapse Deductions reduce the Excess Fund and then the Basic Fund as described in the No-Lapse Deduction provision of this Rider;

- Any requested or required Withdrawal and Policy fees and charges associated with a Withdrawal reduce the Excess Fund and then the Basic Fund;
- Any loans will reduce the Excess Fund and then the Basic Fund;
- Loan Repayments affect the Basic Fund and Excess Fund as described in the Policy Specifications for Loan Repayments;
- Basic Fund No-Lapse Policy Value Amounts are added to the Basic Fund; and
- Excess Fund No-Lapse Policy Value Amounts are added to the Excess Fund.

Net No-Lapse Guarantee Value – The Net No-Lapse Guarantee Value is equal to the No-Lapse Guarantee Value less any Loan Balance.

Restoring the Net No-Lapse Guarantee Value – When the Net No-Lapse Guarantee Value is negative, the No-Lapse Guarantee is not in effect and the Policy may enter the Grace Period. If sufficient Premium is not received during the Grace Period, then the Policy and this Rider will Lapse. To maintain the benefits of this Rider and prevent the Policy from entering the Grace Period, we must receive a Premium Payment or loan repayment sufficient to restore the Net No-Lapse Guarantee Value to positive.

PROCESSING PREMIUM PAYMENTS

Premium Payment – On the date received, each Premium Payment is categorized in part or in whole as Basic Premium or Excess Premium as described below.

Basic Premium – Basic Premium is equal to that portion of each Premium Payment received in a Policy year up to the greater of the two amounts listed below:

- Any premium that is sufficient to restore the Basic Fund to zero if the Basic Fund is negative; and
- The lesser of the Premium Payment, or the Annual Premium Threshold less the sum of all prior Basic Premium in the current Policy year.

Net Basic Premium – Net Basic Premium is equal to the Basic Premium reduced by its share of the No-Lapse Premium Expense Charge and is added to the Basic Fund.

Excess Premium – Excess Premium is equal to that portion of each Premium Payment received in a Policy year in excess of the Basic Premium.

Net Excess Premium – Net Excess Premium is equal to the Excess Premium reduced by its share of the No-Lapse Premium Expense Charge and by the Excess Premium Expense Charge, and is added to the Excess Fund.

Processing of Premium – In the first Policy year, Processing of Premium is done as described in the Policy Specifications. After the first Policy year, Net Basic Premium is added to the Basic Fund and Net Excess Premium is added to the Excess Fund.

No-Lapse Premium Expense Charge – The No-Lapse Premium Expense Charge is an amount associated with each Premium Payment. The No-Lapse Premium Expense Charge is equal to the Premium Payment multiplied by the No-Lapse Premium Expense Charge Rate shown in the Policy Specifications for the Policy year in which the Premium Payment is received.

Excess Premium Expense Charge – The Excess Premium Expense Charge is equal to the Excess Premium multiplied by the Excess Premium Expense Charge Rate shown in the Policy Specifications for the Policy year in which the Excess Premium is received.

Annual Premium Threshold – The Annual Premium Threshold is a value for each Policy year above which any Premium Payment is considered Excess Premium, unless that premium is used to restore the Basic Fund to zero. The Annual Premium Threshold is shown in the Policy Specifications and may change only on the Policy anniversary. However, a Policy change may cause the Annual Premium Threshold to be recalculated as of the beginning of the Policy year in which the Policy change occurred. Premium Payment received on or after the effective date of the Policy change, if any, will be applied to any revised Annual Premium Threshold. The revised Policy Specifications sent to you upon the Policy change will include any revised Annual Premium Threshold amounts for the current and future years.

DEDUCTIONS FROM THE NO-LAPSE GUARANTEE VALUE

No-Lapse Deductions – No-Lapse Deductions are the sum of the No-Lapse Monthly Deductions and any requested or required Withdrawal of Policy Value plus any charge or fee that reduces the No-Lapse Guarantee Value.

Any No-Lapse Deduction is subtracted first from the Excess Fund until the Excess Fund is reduced to zero. Any remaining No-Lapse Deduction will then be subtracted from the Basic Fund. If the No-Lapse Deduction reduces the No-Lapse Guarantee Value to an amount less than zero, then the Basic Fund will be negative.

No-Lapse Monthly Deduction – The No-Lapse Monthly Deduction reduces the No-Lapse Guarantee Value and is the greater of the No-Lapse Monthly Charge Deduction or the Alternative No-Lapse Monthly Deduction. Rates that are used in calculating the No-Lapse Monthly Charge Deduction are shown in the No-Lapse Guarantee Value Factors section of the Policy Specifications.

CALCULATION OF THE NO-LAPSE MONTHLY CHARGE DEDUCTION

No-Lapse Monthly Charge Deduction – The No-Lapse Monthly Charge Deduction for a Policy month is calculated on each Monthly Payment Date and is equal to the sum of the following items:

- The No-Lapse Expense Charge;
- The No-Lapse Administrative Charge;
- Optional Benefit Charges, if any;
- Transactional Policy fees and charges, such as a charge applied to Withdrawals, if any; and
- The No-Lapse Cost of Insurance Charge.

No-Lapse Expense Charge – The No-Lapse Expense Charge is shown in the Policy Specifications.

No-Lapse Administrative Charge – The No-Lapse Administrative Charge is shown in the Policy Specifications.

Optional Benefit Charges – The Optional Benefit Charges are equal to the sum of the charges, if any, for each optional benefit attached to the Policy, according to their terms. The charge for each such benefit is described in the specifications associated with that benefit.

No-Lapse Cost of Insurance Charge – The No-Lapse Cost of Insurance Charge is calculated on each Monthly Payment Date and is equal to (A) x (B), where:

- (A) is the No-Lapse Cost of Insurance Rates shown in the Policy Specifications for the applicable Policy year; and
- (B) is the Death Benefit (calculated according to your Policy's provisions, but using the No-Lapse Guarantee Value instead of the Policy's Policy Value), divided by the Net Amount at Risk Factor in your Policy, less the No-Lapse Guarantee Value.

CALCULATION OF THE ALTERNATIVE NO-LAPSE MONTHLY DEDUCTION

Alternative No-Lapse Monthly Deduction – The Alternative No-Lapse Monthly Deduction for a policy month is calculated on each Monthly Payment Date and is equal to the sum of the following items:

- Any Optional Benefit Charges;
- Any transactional Policy fees and charges, such as a charge applied to Withdrawals; and
- The Alternative No-Lapse Cost of Insurance Charge.

Alternative No-Lapse Cost of Insurance Charge – The Alternative No-Lapse Cost of Insurance Charge is calculated as $[(C) \times (D)] - (E)$, but not less than zero, where:

- (C) is the Alternative No-Lapse Cost of Insurance Rates shown in the Policy Specifications for the applicable Policy year;
- (D) is the Death Benefit (calculated according to your Policy's provisions, but using the No-Lapse Guarantee Value instead of the Policy Value), divided by the Net Amount at Risk Factor in your Policy, less the No-Lapse Guarantee Value; and
- (E) is the Alternative No-Lapse Cost of Insurance Reduction Amount.

Alternative No-Lapse Cost of Insurance Reduction Amount – The Alternative No-Lapse Cost of Insurance Reduction Amount is used in the calculation of the Alternative No-Lapse Cost of Insurance Charge. The Alternative No-Lapse Cost of Insurance Reduction Amount is calculated at the beginning of each policy year and is shown in the Policy Specifications.

Reduction Amount – The Reduction Amount is used in the calculation of the Alternative No-Lapse Cost of Insurance Reduction Amount. The Reduction Amount is calculated as $(F) \times (G)$, where:

- (F) is the COI Reduction Factor shown in the Policy Specifications; and
- (G) is the Average No-Lapse Guarantee Value.

Average No-Lapse Guarantee Value – The Average No-Lapse Guarantee Value is used in the calculation of the Alternative No-Lapse Cost of Insurance Reduction Amount. The Average No-Lapse Guarantee Value is calculated at the beginning of each Policy year and is shown in the Policy Specifications.

PROCESSING OF POLICY LOANS

Policy Loans – For the purposes of this Rider, a loan will be processed under the terms of the Policy or under the terms of an optional benefit, whichever apply.

The amount of the loan is first subtracted from the Excess Fund until the Excess Fund is zero, and then from the Basic Fund. If the amount of the loan is greater than the Basic Fund plus the Excess Fund, then the Basic Fund will be negative as a result of the loan.

When a loan is repaid, the amount of the loan repayment is processed as described in the Policy Specifications Page for Loan Repayments.

If on the Policy Anniversary the Loan Balance is greater than the Loaned Policy Value, which is generally the case when the Policy loan interest has not been fully paid, the excess of the Loan Balance over the Loaned Policy Value will be processed in the same manner as a Loan Request is processed under this Rider.

If on the Policy Anniversary the Loaned Policy Value is greater than the Loan Balance, which is generally the case when the Policy loan interest has been fully paid, the excess of the Loaned Policy Value over the Loan Balance will be processed in the same manner as a Loan Repayment is processed under this Rider.

NO-LAPSE POLICY VALUE AMOUNT

No-Lapse Policy Value Amount – The No-Lapse Policy Value Amount, which may be negative, is added to the Basic Fund and the Excess Fund, as applicable, on each Monthly Payment Date. The No-Lapse Policy Value Amount is the sum of the Basic Fund Policy Value Amount and the Excess Fund Policy Value Amount, if any.

Basic Fund Policy Value Amount – The Basic Fund Policy Value Amount is the Basic Fund at the beginning of the month, adjusted for Net Basic Premium, No-Lapse Monthly Deductions, Withdrawals or other distributions of Policy Value, and loan request and loan repayments; multiplied by the Basic Fund Policy Value Factor, shown in the Policy Specifications, for the applicable Policy year. The Basic Fund Policy Value Amount is added to the Basic Fund.

Excess Fund Policy Value Amount – The Excess Fund Policy Value Amount is the Excess Fund at the beginning of the month, adjusted for Net Excess Premium, No-Lapse Monthly Deductions, Withdrawals or other distributions of Policy Value, and loan request and loan repayments; multiplied by the Excess Fund Policy Value Factor, shown in the Policy Specifications, for the applicable Policy year. The Excess Fund Policy Value Amount is added to the Excess Fund.

EFFECTS OF THE RIDER ON THE POLICY

Net Policy Value – The Net Policy Value is equal to the Policy Value less any Loan Balance. When the Policy is continued under the No-Lapse Guarantee, the Net Policy Value is less than or equal to zero. As a result, the Policy has no Net Policy Value from which Monthly Deductions can be collected. Any such uncollected amounts are accumulated without interest as the Net Policy Value becomes negative.

Note that although the Policy's Policy Value can be less than zero due to uncollected Monthly Deductions, when the Policy's Policy Value is used in calculating the Policy's Net Amount at Risk and Death Benefit, it is assumed to never be less than zero.

Rider Charge – Charges for this Rider, if any, are described in the Policy Specifications.

EFFECTS OF ALL POLICY TYPES ON THE RIDER

Withdrawals – Any Withdrawal of the Policy's Policy Value is subtracted first from the Excess Fund until the Excess Fund is reduced to zero. Any remaining Withdrawal value will then be subtracted from the Basic Fund. Withdrawal of the Policy Value may cause the Face Amount of the Policy to change and may cause the Annual Premium Threshold to be recalculated as described in the Annual Premium Threshold provision.

Restoring the Net Policy Value – To restore a negative Net Policy Value of the Policy to a positive value, you will first need to make a Premium Payment or loan repayment sufficient to pay off such uncollected amounts. Any such Premium Payment and any credit to the Policy Value under the terms of your Policy, when the Policy is continued under the No-Lapse Guarantee, will first be used to cover any uncollected Monthly Deductions. Any excess Premium Payment and credit to the Policy Value will then be applied to the Policy Value. All Premium Payments will be subject to Premium Expense Charges as described in your Policy.

Policy Changes and the No-Lapse Guarantee – Policy changes, including changes to your Policy's Face Amount and changes in the optional benefits attached to your Policy, may affect the Flexible Duration No-Lapse Guarantee Rider Value Factors, shown in the Policy Specifications. Any such changes will be sent to you, at your last known address, at the time of the Policy change. Because changes in the Flexible Duration No-Lapse Guarantee Rider Value Factors will affect the duration of the No-Lapse Guarantee provided by this Rider, we suggest reviewing an updated quote or illustration before making any Policy changes.

GENERAL PROVISIONS OF THIS RIDER

Grace Period – When the Net No-Lapse Guarantee Value is negative, the No-Lapse Guarantee is not in effect. Consequently, the Policy may enter the Grace Period. A Grace Period of 61 days will be allowed, during which you must either restore the Net No-Lapse Guarantee Value (see **Restoring the Net No-Lapse Guarantee Value**) or you must provide payment of sufficient loan repayment or Premium to keep your Policy In Force as described in the Grace Period provision of your Policy. 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. Sufficient Premiums that are sent to us by United States mail and postmarked within the Grace Period will be accepted. There is no penalty for paying a premium during the Grace Period. Your Policy will remain In Force during the Grace Period.

Changes in Face Amount – Any limitations to requested changes in the Face Amount when this Rider is In Force are described in the Policy Specifications.

Optional Benefits Attached To Policy At Issue – If the Policy is continued under the No-Lapse Guarantee, any attached optional benefits will remain In Force or terminate according to their terms.

Rider Date – The Rider is the same as the Policy Date.

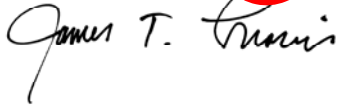

Rider Reinstatement –Rider Reinstatement is described in the Policy Specifications.

Rider Termination – This Rider will terminate as described in the Policy Specifications.

Effect of Additional Benefits on Rider Provisions – Your policy may include additional benefits that were added by rider or endorsement. These rider and endorsement forms may include provisions that replace or amend provisions in this contract. **Please read your entire policy including this Rider and all other forms carefully.**

Conformity with IIPRC Standards – This contract was approved under the authority of the IIPRC and issued under the IIPRC standards. If there is any contract provision that is in conflict with any IIPRC standards applicable to this contract when this contract was issued, the provision is amended to conform to that standard. Any such amendment is effective on the contract date.

Signed for Pacific Life Insurance Company,

 Chairman, President, and Chief Executive Officer	 Secretary
---	---

[www.PacificLife.com]

[(844) 276-5759]

ACCELERATED DEATH BENEFIT RIDER FOR TERMINAL ILLNESS

This Rider provides for payment before the Insured's death of a portion of the Death Proceeds of the life insurance Policy to which this Rider is attached (Accelerated Death Benefit). This Rider is not intended or designed to provide health, nursing home, or long-term care insurance. Receipt of an Accelerated Death Benefit payment will reduce the Death Proceeds of the Policy and, where applicable, limit the amount payable for withdrawals and on surrender or as a loan.

Disclosure: Receipt of an Accelerated Death Benefit payment may be taxable if you do not satisfy the conditions of Internal Revenue Code Section 101(g), as amended. You should consult your tax advisor before electing to receive a payment.

DEFINITION

Terminal Illness means that the Insured is living and has a Predicted Life Expectancy as shown in the Policy *Schedule*.

BENEFIT

We will make an Accelerated Death Benefit payment to you or your estate, unless you have otherwise designated or assigned the benefit, subject to the provisions of this Rider, immediately upon receipt of the requirements for payment. The requirements for payment are:

- Any irrevocable beneficiaries and collateral assignees must acknowledge and Consent in writing with payment of the Accelerated Death Benefit; acknowledgement or Consent is not required of a collateral assignee of the Loan Balance, if any; and
- We must receive evidence acceptable to us of Terminal Illness including that the Insured is living with a Predicted Life Expectancy as shown in the *Schedule*; this evidence must include certification by a physician who is licensed to practice medicine in the United States or Canada and is acting within the scope of that license.

Upon receiving your Notice and concurrent with payment, we will provide you and any irrevocable Beneficiary with a disclosure that describes the effect of the accelerated payment on your Policy. Payment will be made in a single sum. If your Policy is in the grace period, we will deduct the amount specified in the grace period notice from the amount of the Accelerated Death Benefit payment. Termination of this Rider shall not preclude your receipt of an Accelerated Death Benefit payment on account of a Terminal Illness occurring before termination unless the Policy is surrendered or, where applicable, a nonforfeiture option is elected.

We will make only one Accelerated Death Benefit payment under this Rider. We will only make an Accelerated Death Benefit payment if:

- all of the above requirements for payment are met;
- when available, the Policy is not being continued as extended term insurance or paid-up insurance; and
- the Policy is not being contested.

MAXIMUM ACCELERATED DEATH BENEFIT

The maximum Accelerated Death Benefit is calculated using values determined as of the date we approve payment of the Accelerated Death Benefit. The maximum Accelerated Death Benefit is

(1) minus (2), where:

- (1) is an amount equal to the lesser of (a) and (b) where
 - (a) equals the Maximum Accelerated Amount as shown in the **Schedule**; and
 - (b) equals the Loan Value* plus the Maximum Accelerating Percentage as shown in the **Schedule** times the difference between the Primary Death Benefit and the Loan Value; and
- (2) is an amount equal to any loan balance.

* Loan Value is defined in the Policy if the Policy provides for policy loans. Otherwise, Loan Value is defined to be zero.

The Primary Death Benefit is the Amount of Insurance or Specified Amount, whichever applies, provided by the Policy and does not include any accidental death benefits, the amount of the death benefit of any riders, or any proceeds payable because of the death of any person other than the Insured.

GENERAL PROVISIONS

Wherever used in the Rider, the term "Policy" means the Policy to which this Rider is attached. This Rider is a part of the Policy. Policy provisions apply to this Rider except where modified by this Rider.

You will remain liable for any required premium payments under the Policy after we make an Accelerated Death Benefit payment.

There is no premium or cost of insurance charge for this Rider; however, an administrative fee as shown in the **Schedule** will be deducted from the Accelerated Death Benefit prior to payment to you.

EFFECTS OF AN ACCELERATED DEATH BENEFIT PAYMENT

Accelerating the death benefit does not impact the required premium, cost of insurance charge or policy value, if applicable. The Accelerated Death Benefit will be treated as a lien against the Primary Death Benefit. When applicable, the amount available at any time upon surrender, for a policy loan, or for a withdrawal will be reduced by the lien amount and any Loan Balance at that time. This lien will not affect the death benefit provided by any rider attached to the Policy unless otherwise specified in that rider.

The lien amount at any time will equal (a) minus (b) where:

(a) is the sum of:

- the amount of the Accelerated Death Benefit payment;
- the administrative fee as shown in the Policy **Schedule**;
- the amount specified in the grace period notice, if the Policy is in the Grace Period at the time the Accelerated Death Benefit payment is made;
- any unpaid premiums added to the lien;
- accrued lien interest; and

(b) is the sum of any lien repayments.

For purposes of determining the interest charged, the portion of the lien amount that is equal to the Loan Value minus the Loan Balance will be treated as a policy loan. The interest rate charged on the portion of the lien amount that exceeds the Loan Value is a rate determined at the time the lien is created that will not exceed the greater of (a) and (b) where:

- (a) is the current yield on a 90-day Treasury Bill; and
- (b) is the maximum fixed annual rate of 8% or a variable rate determined in accordance with the NAIC Model Policy Loan Interest Rate Bill, model #590.

After payment of the Accelerated Death Benefit, the proceeds payable under the Policy at the death of the Insured will equal:

- the Death Proceeds as defined in the Policy; minus
- the lien amount as of the date of death.

After payment of the Accelerated Death Benefit, the amount of any premium required to keep the Policy in effect that is not paid will be added to the lien. Any amount that is added to the lien to keep the Policy in effect will be treated as a premium payment for the Policy. You may repay a lien at any time. Any payment we receive from you while you have a lien will first be considered a premium payment unless otherwise indicated.

If we receive due proof that the Insured has died after we receive Notice of election to receive an Accelerated Death Benefit, but before payment is made, the election will be cancelled and the Death Proceeds provisions of the Policy will apply.

TERMINATION

This Rider will terminate on the earlier of :

- the date of termination of the Policy; and
- the date you provide Notice to terminate this Rider.

If at any time the lien amount equals or exceeds the Death Proceeds as defined in the Policy, the entire Death Proceeds will be deemed to have been paid and the Policy will terminate. Termination will occur notwithstanding any paid-up insurance provision of the Policy. Termination will occur 31 days after we have mailed notice of termination to your last known address, unless all or part of the lien amount is repaid within 31 days after the date the notice is mailed. We will accept a partial repayment only if the Death Proceeds of the Policy would exceed the lien amount after application of the partial repayment.

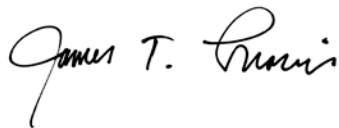
REINSTATEMENT

This Rider may be reinstated if the Policy is reinstated.

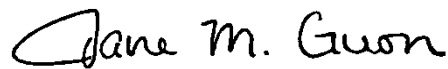
CONFORMITY WITH IIPRC STANDARDS

This contract was approved under the authority of the IIPRC and issued under the IIPRC standards. If there is any contract provision that is in conflict with any IIPRC standards applicable to this contract when this contract was issued, the provision is amended to conform to that standard. Any such amendment is effective on the Policy Date.

Signed for Pacific Life Insurance Company,



Chairman, President and Chief Executive Officer



Secretary

[www.PacificLife.com]

[(800) 347-7787]

ENHANCED SURRENDER VALUE RIDER

This rider ("Rider") becomes a part of the Policy to which it is attached ("Policy"). All terms of the Policy that do not conflict with this Rider's terms apply to this Rider. If there is a conflict between the terms of this Rider and the terms of the Policy, the terms of this Rider shall prevail.

Rider Benefit Summary – While this Rider is in effect, it provides the Owner an opportunity to surrender the Policy for an Enhanced Surrender Value when the Policy is surrendered during an Enhanced Surrender Value Period. This Rider has no Policy Value of its own and has no impact on Policy Value.

DEFINITIONS

Enhanced Surrender Value – means the amount available if you surrender the Policy during an Enhanced Surrender Value Period. The amount of the Enhanced Surrender Value is calculated as described in the Enhanced Surrender Value Calculation provision.

Each of the defined terms below are shown in the Policy Specifications.

Enhanced Surrender Value Limit – means the percentage applied to the Face Amount to calculate the maximum Enhanced Surrender Value, as described in the Enhanced Surrender Value Calculation provision.

Enhanced Surrender Value Percentage – means the percentage applied to premiums paid to calculate the Enhanced Surrender Value, as described in the Enhanced Surrender Value Calculation provision.

Enhanced Surrender Value Period – means the period during which the Enhanced Surrender Value is available.

Enhanced Surrender Value Test Interest Rate – means the interest rate used in the calculation of the Enhanced Surrender Value Qualification Test.

Enhanced Surrender Value Test Premium – means the monthly premiums used in the calculation of the Enhanced Surrender Value Qualification Test. The Enhanced Surrender Value Test Premium may be recalculated as of the effective date of a Policy change, as described in your Policy, and if it changes we will provide you notice of the updated premium.

ENHANCED SURRENDER VALUE BENEFIT

The Enhanced Surrender Value is only available upon a surrender of the Policy during an Enhanced Surrender Value Period.

If you surrender the Policy during an Enhanced Surrender Value Period, you will receive the greater of:

- (a) The Enhanced Surrender Value; or
- (b) The Net Cash Surrender Value provided by the Policy.

The Enhanced Surrender Value is not available for loans or withdrawals.

ENHANCED SURRENDER VALUE QUALIFICATION TEST

To keep this Rider in effect, the Policy must satisfy the Enhanced Surrender Value Qualification Test on each Policy anniversary.

The Enhanced Surrender Value Qualification Test is satisfied if A1 is greater than or equal to B1, where:

A1 equals:

- (i) The sum of any premiums paid before such Policy anniversary, each accumulated at the Enhanced Surrender Value Test Interest Rate from the date of each premium payment; minus
- (ii) The sum of any withdrawals made before such Policy anniversary, each accumulated at the Enhanced Surrender Value Test Interest Rate from the date of each withdrawal; minus
- (iii) The amount of any Loan Balance; and

B1 equals the sum of the Enhanced Surrender Value Test Premiums paid before such Policy anniversary on each Monthly Payment Date, accumulated at the Enhanced Surrender Value Test Interest Rate from each Monthly Payment Date.

The Enhanced Surrender Value Test monthly premium on each Monthly Payment Date is shown in the Enhanced Surrender Value Rider section of the Policy Specifications or Confirmation of Change.

If the Enhanced Surrender Value Qualification Test is not satisfied on any policy anniversary, we will provide you a notice and you will have the duration of the Enhanced Surrender Value Period shown in the Policy Specifications to pay the premium included in that notice. If this premium is not paid by the end of the Enhanced Surrender Value Period, this Rider will terminate as described below, and cannot be reinstated.

ENHANCED SURRENDER VALUE CALCULATION

The Enhanced Surrender Value equals the lesser of A2 or B2, where:

A2 equals:

- (i) The Enhanced Surrender Value Limit, multiplied by
- (ii) The lowest Face Amount of the Policy; minus
- (iii) The amount of any Loan Balance; and

B2 equals:

- (i) The Enhanced Surrender Value Percentage; multiplied by
- (ii) Premiums paid, minus
- (iii) Any withdrawals; and minus
- (iv) The amount of any Loan Balance.

GENERAL PROVISIONS OF THIS RIDER

Rider Date – The Rider Date is the same as the Policy Date.

Rider Termination – This Rider will terminate on the earlier of:

- The date the Policy is no longer In Force;
- The effective date of a Face Amount Increase;
- The end of the Enhanced Surrender Value Period, if the Enhanced Surrender Value Qualification Test was not satisfied;
- The date on which a lien under any rider is taken against the Policy, if applicable; or
- The date the last Enhanced Surrender Value Period ends.

Reinstatement – This Rider may not be Reinstated.

Effect of Additional Benefits on Rider Provisions – Your policy may include additional benefits that were added by rider or endorsement. These rider and endorsement forms may include provisions that replace or amend provisions in this contract. **Please read your entire policy including this Rider and all other forms carefully.**

Conformity with IIPRC Standards – This contract was approved under the authority of the IIPRC and issued under the IIPRC standards. If there is any contract provision that is in conflict with any IIPRC standards applicable to this contract when this contract was issued, the provision is amended to conform to that standard. Any such amendment is effective on the contract date.

Signed for Pacific Life Insurance Company,


Chairman, President, and Chief Executive Officer


Secretary

[www.PacificLife.com] [(844) 276-5759]

SAMPLE

CHILDREN'S LEVEL TERM INSURANCE RIDER

This Rider ("Rider") becomes a part of the Policy to which it is attached ("Policy"). All terms of the Policy that do not conflict with this Rider's terms apply to this Rider. If there is a conflict between the terms of this Rider and the terms of the Policy, the terms of this Rider shall prevail.

Rider Benefit Summary – While this Rider is in effect, we will pay to any beneficiary named in the Application or Confirmation of Change, the amount of term insurance provided by this Rider upon receipt of satisfactory evidence of the Insured Child's death, such as a certified copy of the death certificate for the Insured Child or other lawful evidence providing equivalent information. The benefits of this Rider do not affect the Policy Value, if any, of the Policy.

Insured Child – Insured Child means any Eligible Child who becomes insured under this Rider.

Eligible Child – Eligible Child means any child born to the Primary Insured, any stepchild of the Primary Insured or any child legally adopted by the Primary Insured who:

- Provides evidence of insurability satisfactory to the Company;
- Is not specifically excluded from coverage by name; and
- Is dependent upon the Primary Insured for support and maintenance.

Primary Insured – As used in this Rider, the Primary Insured means the person named in the Policy Specifications as the Insured under the Policy.

Benefit Amount – The Benefit Amount is the amount of term insurance coverage for each Insured Child shown in the Policy Specifications.

Paid-Up Term Insurance Policy – Unless specifically excluded, upon the death of the Primary Insured, the term insurance on each Insured Child will become paid-up and their coverage under this Rider will terminate. At such time, a separate policy for the Paid-Up term insurance for each Insured Child will be issued, and the Insured Child will be the owner of their policy. The paid-up term insurance for each Insured Child will terminate upon the 25th birthday of each Insured Child. In the event that the Insured Child is a minor, ownership of the Paid-Up Term Insurance Policy shall transfer to the designated guardian of the minor's estate until the Insured Child reaches the age of majority.

Rider Insurance Cost – The monthly Rider Insurance Cost, or Annual Premium, as applicable, is shown in the Policy Specifications.

Conversion Option – If the Insured Child and Primary Insured are both living, you may convert the term insurance provided on each Insured Child's life under this Rider to a new policy on a policy form or forms that we have specifically made available for this purpose. Application for conversion must be made by Written Request on a form we provide received by us within 60 days prior to the Child Term Rider Expiry Date. Upon conversion, coverage under this Rider for that Insured Child will terminate.

The new policy will be issued for the Insured Child's age on the Policy Date of the new policy. The Insured Child's Risk Class on the new policy will be an available standard Risk Class as determined by us. The initial premium is due on the Policy Date of the new policy.

You must convert to an amount equal to at least the Minimum Face Amount at Issue required under the new policy. You may convert to an amount up to five times the Insured Child's Benefit Amount if that resulting amount is equal to or greater than the Minimum Face Amount at Issue under the new policy, without evidence of insurability. Unless the converted amount must be equal to the Minimum Face Amount at Issue, you may not convert to an amount that is greater than five times the Insured Child's Benefit Amount.

Child Term Rider Expiry Date – The Child Term Rider Expiry Date for insurance on each Insured Child is the earlier of:

- Each Insured Child's 25th birthday; or
- The date the Primary Insured becomes Age 65.

Age may also be referred to as Attained Age in certain riders and benefits.

Incontestability – The Policy's Incontestability provision applies to this Rider unless this Rider is added after the Policy Date, in which case this Rider will become Incontestable after it has been in effect for two years from the Rider Date.

Suicide – If the Primary Insured dies by Suicide, while sane or insane, during the Suicide Exclusion period under the Policy, then the Death Benefit Proceeds will be limited as described in the Policy, the term insurance on each Insured Child will not be eligible to become paid-up term insurance, and this Rider will terminate as described in the Rider Termination provision. The limited Death Benefit Proceeds under the Policy inherently include any identifiable Rider Insurance Costs.

If this Rider is added after the Policy Date, and the Primary Insured dies by Suicide, while sane or insane, after the Policy's Suicide Exclusion Period, but within two years of the Rider Date, then the Benefit Amount under this Rider will be limited to any identifiable Rider Insurance Costs that have been paid for this Rider. The term insurance on each Insured Child will not be eligible to become paid-up term insurance, and this Rider will terminate as described in the Rider Termination provision.

Reinstatement – The policy's Reinstatement provision applies to this Rider, including the additional requirements listed below. If this Rider terminates because the Policy has terminated as provided in its Grace Period section, this Rider may be reinstated only if the Policy is also reinstated.

In order to reinstate this Rider, the following must be received at our Administrative Office or Service Center within the Period to Reinstate shown in the **Schedule** or your Policy Specifications:

- Evidence of insurability satisfactory to us that each Insured Child is insurable in the same Risk Class as when each Eligible Child became an Insured Child; and
- Any additional requirements specified in the Policy.

If we approve the application for reinstatement, this Rider will be reinstated on the date the above conditions are satisfied, which is the date of reinstatement. However, we will not reinstate this Rider if the date of reinstatement would be on or after the policy anniversary nearest the Primary Insured's 65th birthday.

Rider Date – The Rider Date is the same as the Policy Date unless this Rider is added after such date, in which case the Rider Date is shown below.

The Rider stays in effect until it terminates as described in the Rider Termination section below.

Effective Date of Coverage – An Eligible Child named in an approved application and included under this Rider will become an Insured Child, and coverage on that child will be in effect:

- If that child is at least fifteen days old but not more than eighteen years old as of the date of the approved application; or
- When that child becomes fifteen days old if that child is not at least fifteen days old as of the date the application under this Rider is approved.

Coverage Termination – Coverage on an Insured Child will terminate:

- If the Rider terminates;
- Upon the death of that Insured Child;
- Upon conversion of that Insured Child's benefit to a new policy; or
- Upon that Insured Child's 25th birthday.

Rider Termination - This Rider will terminate under the following circumstances:

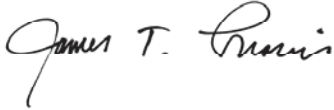
- If the Policy terminates;
- If the Primary Insured dies by Suicide as described in the Suicide provision of this Rider;
- If you make a Written Request to terminate this Rider;
- Upon the death of the last surviving Insured Child;
- Upon conversion of the final Insured Child's benefit to a new policy;
- Upon the youngest Insured Child's 25th birthday; or
- At the time the Primary Insured turns Age 65.

Effect of Additional Benefits on Rider Provisions – Your policy may include additional benefits that were added by rider or endorsement. These rider and endorsement forms may include provisions that replace or amend provisions in this contract. Please read your entire policy, including all riders and other forms, carefully.

Conformity with IIPRC Standards - This contract was approved under the authority of the IIPRC and issued under the IIPRC standards. If there is any contract provision that is in conflict with any IIPRC standards applicable to this contract when this contract was issued, the provision is amended to conform to that standard. Any such amendment is effective on the Rider Date.

[Rider Date: [November 1, 2017].]

Signed for Pacific Life Insurance Company,



Chairman, President, and Chief Executive Officer

Secretary

[www.PacificLife.com]

[(844) 666-5756]

SAMPLE

WAIVER OF MONTHLY DEDUCTION RIDER

This Rider ("Rider") becomes a part of the Policy to which it is attached ("Policy"). All terms of the Policy that do not conflict with this Rider's terms apply to this Rider. If there is a conflict between the terms of this Rider and the terms of the Policy, the terms of this Rider shall prevail. This Rider has no cash or loan value.

Rider Summary – Upon meeting the conditions in the Benefit Eligibility section, this Rider waives the Monthly Deductions for the Policy which fall due while the Insured has a Total Disability as described in this Rider, subject to certain limitations.

Definitions

Family Member – A Family Member includes the spouse; parents; in-laws; brothers; sisters; grandparents; children; grandchildren; aunts; uncles; nephews; and nieces by blood, adoption, marriage, divorce, or the operation of law; of the Owner and the Insured and of the spouse of the Owner and Insured.

Licensed Health Care Practitioner – A Licensed Health Care Practitioner is a physician, as defined in sub-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 must reside in the United States, and does not include the Owner, the Insured, or a Family Member.

Benefit Eligibility

Benefit – Subject to this Rider's terms, we will waive any Monthly Deductions for this Policy which fall due, subject to the following:

If Total Disability occurs prior to the Insured's age 60:

- Benefits continue while the Insured is Totally Disabled and the Policy is Inforce.
- If Total Disability continues to age 65, Benefits continue after age 65 while the Policy is Inforce even if the Insured is no longer Totally Disabled.

If Total Disability occurs on or after the Insured's age 60:

- Benefits continue only until the Insured's age 65 and while the Insured is Totally Disabled and the Policy is Inforce.

Benefits under this Rider, including the prior six (6) months of Monthly Deductions that will be credited to the Policy Value, begin upon the Monthly Payment Date immediately following the date all Benefit Conditions have been met unless otherwise specified.

Benefits are not taken from Policy values.

Benefit Conditions – The following conditions must be satisfied for Benefits to commence under this Rider:

- Total Disability that lasts continuously for six (6) months while the Policy is Inforce prior to approval of your Written Request;
- Receipt of Written Request and certification by a Licensed Health Care Practitioner of the Insured's Total Disability, at our Administrative Office, on forms we provide during the Insured's lifetime;
 - If Written Request is not reasonably possible, you must give us notice, subject to

these Benefit Conditions, no later than one (1) year from the time Total Disability ends or as soon as reasonably possible;

- Receipt of sufficient premium to place and maintain the Policy out of any Grace Period during the period of Total Disability prior to the start of the Benefit; and
- Approval of your Written Request by Us.

We will not waive any Monthly Deductions, which fall due more than one (1) year before we receive proof of Total Disability.

In the event the policy had terminated due to a Lapse, the Benefit may be provided and the policy reinstated if:

- Total Disability began prior to the end of the Grace Period;
- All Benefit Conditions have been satisfied; and
- Written Request is received within one year after the end of the Grace Period.

Total Disability – Subject to the Benefit Conditions, Total Disability means a condition which:

- Results from bodily injury accidentally sustained or sickness and, either
 - Stops the Insured from performing the substantial and material duties of the job; or
 - Includes the Insured's total and permanent loss of sight of both eyes or use of two hands, two feet or one hand and one foot.

During the first 24 months of Total Disability, "the job" means the Insured's regular occupation (the occupation the Insured is routinely performing) for pay or profit at the time Total Disability began. Until the Insured's 25th birthday, "the job" means attending a school that has a regular teaching staff, curriculum and student body, on a full-time basis as determined by the school's criteria, when Total Disability begins.

After the first 24 months of Total Disability, "the job" means any job for which the Insured is or becomes reasonably fitted by education, training or experience.

Proof of Disability – From time to time after the Insured is disabled, we may require proof of continuing disability. This proof may include, but is not limited to, a medical exam by a Licensed Health Care Practitioner that we select and pay. During the first two (2) years of Total Disability, we will not require such proof more than once every 30 days. After the first two (2) years of Total Disability, we will not require such proof more than once a year.

Risks Not Covered – No Benefit will be payable under this Rider if Total Disability results directly or indirectly from:

- An attempt at suicide (while sane or insane) or an intentionally self-inflicted injury (while sane or insane) or;
- Any act or activity deemed illegal by state or federal law, including, but not limited to committing or attempting to commit or participating in a felony;
- Active participation in a riot, insurrection or terrorist activity; or
- The voluntary intake or use by any means of:
 - Any drug, unless prescribed or administered by a Licensed Health Care Practitioner and taken in accordance with the instructions provided; or
 - Poison, gas, or fumes, unless a direct result of an occupational accident.

Additional risks may not be covered. See the Policy Specifications for any Additional Risks Not

Covered.

This Rider's Effect on the Policy

Rider Insurance Cost – The monthly Rider Insurance Cost for this Rider is included as part of the Monthly Deduction of the Policy. The Rider Insurance Cost details are shown in the Rider Benefit Information section of the Policy Specifications.

Upon waiver of Monthly Deductions, the values of the Policy will be adjusted as described below.

Effect on Policy Loans – If the Policy has a loan, interest will continue to accrue and this Policy may lapse if loan interest is not paid. New loans will not be permitted upon satisfaction of the Benefit Conditions and while Benefits are payable.

Other Effects on the Policy – Upon satisfaction of the Benefit Conditions and while Benefits are payable, the following conditions apply:

1. Death Benefit Option Changes are not allowed, any increasing death benefit option will be automatically changed to a level death benefit option;
2. Requested Increases or Decreases in benefits under the Policy or any riders are not permitted;
3. Withdrawals or any program in effect, through which periodic distributions of policy values are made, will be discontinued; and
4. Additional riders cannot be added to the Policy.

This Rider's Effect on Other Riders

In general, optional rider benefits under the Policy will continue to remain In Force subject to the terms and conditions of the Policy and rider unless otherwise stated. Charges for optional riders will be calculated according to the terms of the Policy or rider form.

Effect on No-Lapse Guarantee Rider with a No-Lapse Guarantee Value – If the Policy has a no-lapse guarantee benefit that is based on the concept of a no-lapse guarantee value, we will waive the no-lapse guarantee monthly deduction under an attached no-lapse guarantee rider.

The Rider Insurance Cost used to determine the Optional Benefit Charge for the no-lapse guarantee value is shown in the Rider Benefit Information section of the Policy Specifications.

Effect on Other Riders and/or Policy Provisions – In addition to those riders mentioned above, additional benefits added by rider or endorsement may be attached to the Policy. Those benefits and/or provisions within the Policy may be impacted upon waiver of Monthly Deductions. Any such impacts will be explained in the benefits or Policy. **Please read your entire policy including this Rider and all other forms carefully.**

General Provisions

Incontestability – This Rider will be incontestable after two years from its Effective Date, excluding any period the Insured is disabled.

Reinstatement - If your Policy is reinstated, this Rider may be reinstated, subject to:

- The provisions of this Rider;
- Any underwriting requirements at the time of Reinstatement; and
- Receipt of net premium sufficient to cover the Rider Insurance Cost during the period your Policy was not In Force.

Effective Date – The rider is effective on the Policy Date.

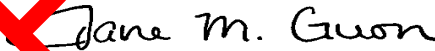
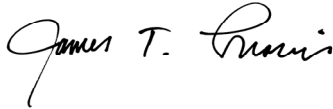
Rider Termination - This Rider will terminate on the earliest of:

- Your Written Request;
- Nonpayment of any identifiable premium or Rider Insurance Cost, if applicable;
- Date a nonforfeiture benefit, if applicable, becomes effective under the Policy;
- Date the Policy becomes fully paid-up, if applicable;
- Lapse or termination of the Policy;
- Death of the Insured; or
- When the Insured becomes age 65, unless otherwise specified in this Rider.

Effect of Additional Benefits on This Rider – Your policy may include additional benefits that were added by rider or endorsement. These rider and endorsement forms may include provisions that replace or amend provisions in this contract. Alternatively, the provisions in this contract may replace or amend provisions in additional benefits that were added by rider or endorsement. **Please read your entire policy, including all riders and other forms carefully.**

Conformity with Interstate Insurance Product Regulation Commission (IIPRC) Standards -
This contract was approved under the authority of the IIPRC and issued under the IIPRC standards. If there is any contract provision that is in conflict with any IIPRC standards in effect as of the Effective Date, then, the provision is amended to conform to the applicable IIPRC standard. Any such amendment is effective on the Effective Date.

Signed for Pacific Life Insurance Company,



Chairman, President, and Chief Executive Officer

Secretary

[www.pacificlife.com]

[(844) 276-5759]

SAMPLE

ACCELERATED DEATH BENEFIT RIDER FOR CHRONIC ILLNESS

This Rider ("Rider") becomes a part of the policy to which it is attached ("Policy") and covers only the Insured named in the Policy Specifications. 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.


Rider Summary – If the Insured is Chronically Ill, this Rider pays an Accelerated Death Benefit to the Owner, subject to the provisions of this Rider and Policy. A Benefit Payment under this Rider represents a portion of the Death Benefit that has been accelerated. There are no restrictions on your use of this Rider's Benefit Payment.

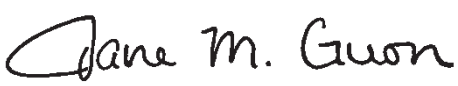
Disclosure – Accelerated Death Benefit payments may affect eligibility for, or amounts of, other benefits provided by federal, state, or local government. Accelerated Death Benefit payments provided by this Rider are intended to qualify as death benefits under section 101(g) of the Internal Revenue Code. The federal, state, or local tax consequences resulting from Accelerated Death Benefit payments will depend on your specific facts and circumstances. Consequently, advice and guidance should be obtained from a personal tax advisor prior to the receipt of any Accelerated Death Benefit payments.

Payment of an Accelerated Death Benefit under this Rider will reduce the death benefit, cost of insurance charges (if applicable), premiums (if applicable), and other values under the Policy. Further, the premium limitations and death benefit required for the Policy to qualify as a life insurance policy or avoid being classified as a Modified Endowment Contract under the Code will also be affected.

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

Signed for Pacific Life Insurance Company,


Chairman, President and Chief Executive Officer


Secretary

[www.PacificLife.com]

[(800) 347-7787]

TABLE OF CONTENTS

Subject	Page	Subject	Page
[Accelerated Death Benefit	3	Maximum Annual Lump Sum Benefit Payment	7
Accelerated Death Benefit Payment Notice.....	8	Maximum Monthly Benefit Payment	4, 7
Acceleration Percentage	3	Maximum Monthly Benefit Percentage	4
Activities of Daily Living.....	3	Maximum Per Diem Limitation Percentage	4
Benefit Eligibility Conditions	5	Misstatement.....	10
Benefit Form.....	6	No-Lapse Rider Net Amount at Risk (NAR)	8
Benefit Payment.....	3, 6	Qualifying Event.....	4
Benefit Payment Reductions.....	7	Reinstatement.....	10
Benefit Year	3	Remaining Lifetime Benefit Amount	4
Chronically Ill.....	3	Request for Benefits	5
Conformity with IIPRC Standards	11	Rider Insurance Cost	8
Death of the Insured.....	7	Rider Net Amount at Risk (NAR)	8
Discount Rate.....	7	Rider Termination	10
Effect of Additional Benefits on This Rider.....	11	Severe Cognitive Impairment	4
Eligibility Conditions	5	Substantial Assistance	4
Elimination Period	3	Substantial Supervision	4
Family Member	3	Suicide Exclusion.....	11
Incontestability	10	This Rider's Effect on Other Riders and Benefits	8
Insured	4	This Rider's Effect on Policy Changes.....	9
Internal Revenue Service (IRS) Per Diem		This Rider's Effect on Policy Values	8
Limitation	10	To Whom We Will Pay Benefits	7
Lapse Protection	10	Written Certification.....	5]
Licensed Health Care Practitioner	4		
Lifetime Benefit Amount	4, 6		

SAMPLE

Definitions

Accelerated Death Benefit – a portion of Death Benefit that is paid to a Chronically Ill Individual who has provided a Written Certification and has met the Eligibility Conditions set forth in this Rider.

Acceleration Percentage – used to calculate values under the Policy and Rider after a Benefit Payment as described in this Rider. The Acceleration Percentage is calculated as (a) divided by (b), where:

- (a) Is the Benefit Payment prior to any reductions or discounts; and
- (b) Is the Death Benefit of the Policy prior to the Benefit Payment.

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

Bathing – The ability to wash 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 – The ability to put on and remove all items of clothing and any necessary braces, fasteners, or artificial limbs.

Eating – The ability to feed 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 – The ability to move to and from the toilet, get on and off the toilet, and perform associated personal hygiene.

Transferring – The ability to move into or out of a bed, chair, or wheelchair.

Benefit Payment – the portion of the Lifetime Benefit Amount we will provide if the Insured meets the Eligibility Conditions.

Benefit Year – means a period of 12 months that begins on the Monthly Payment Date on or following the date all Eligibility Conditions are satisfied. Subsequent benefit years will begin no earlier than the end of the current benefit year.

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

- They are 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
- They require Substantial Supervision to protect themselves from threats to health and safety due to Severe Cognitive Impairment.

Chronically Ill does not include an Insured who would have otherwise met those requirements unless that Insured has been certified as being Chronically Ill within the preceding twelve-month period.

Elimination Period – the total number of consecutive days after which the Insured is eligible to receive Benefit Payments, if all other Eligibility Conditions have been met. The Elimination Period begins upon the first day that the Insured meets the terms of a Qualifying Event. An occurrence of an Elimination Period expires at the end of the specified number of days shown in the Rider Benefit Information section of the Policy Specifications. Benefit Payments are not paid retroactively after the Elimination Period.

Family Member – includes the spouse, parents, in-laws, brothers, sisters, grandparents, children, grandchildren, aunts, uncles, nephews, and nieces by blood, adoption, marriage, divorce, or the operation of law; of the Owner and the Insured and of the spouse by marriage, or legally recognized civil union or domestic partnership, of the Owner and Insured.

Insured – the Insured is named in the Policy Specifications. This term does not include other persons covered under other riders which are part of the Policy.

Internal Revenue Service (IRS) Per Diem Limitation – is periodically declared by the IRS and is used in the calculation of the Benefit Payment.

Licensed Health Care Practitioner – a physician, as defined in sub-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 must reside in the United States, and does not include the Owner, the Insured, or a Family Member.

Lifetime Benefit Amount – the maximum amount that can be accelerated under this Rider. The Lifetime Benefit Amount is determined at the time of an occurrence for the purposes of Benefit Payment. The Initial Lifetime Benefit Amount is shown in the Rider Benefit Information section of the Policy Specifications.

Maximum Monthly Benefit Payment – the maximum amount that may be paid on a monthly basis upon approval of a claim.

Maximum Monthly Benefit Percentage – the Maximum Monthly Benefit Percentage is elected at Policy issue and may be used to calculate the Maximum Monthly Benefit Payment. The Maximum Monthly Benefit Percentage is shown in the Rider Benefit Information section of the Policy Specifications and cannot be changed.

Maximum Per Diem Limitation Percentage – the Maximum Per Diem Limitation Percentage is the percentage shown in the Rider Benefit Information section of Policy Specifications that may be used in the Benefit Payment calculation.

Qualifying Event – the terms of a Qualifying Event include the receipt by us of written proof that the Insured is Chronically Ill before Benefit Payments may be paid. Proof will include Written Certification that the Insured is Chronically Ill, or remains Chronically Ill, and meets all other conditions of this Rider.

Remaining Lifetime Benefit Amount – the Remaining Lifetime Benefit Amount is the Lifetime Benefit Amount reduced for Benefit Payments as described in this Rider.

Severe Cognitive Impairment – means a loss or deterioration in the Insured's intellectual capacity that is:

- Comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia; and
- Measured by clinical evidence and standardized tests that reliably measure impairment in the individual's short or long-term memory; orientation as to person, place, and time; deductive or abstract reasoning; and judgment as it relates to safety awareness.

Substantial Assistance – means either one of the following:

- **Hands-On Assistance**, which is minimal, moderate, or maximum physical assistance without which the Insured would not be able to perform an Activity of Daily Living; or
- **Standby Assistance**, which is the presence of another person within arm's reach of the Insured and is necessary to prevent, by physical intervention, the Insured's injury while the Insured is performing an Activity of Daily Living.

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

Benefit Eligibility Conditions

Eligibility Conditions – Subject to all the terms and provisions of this Rider, benefits are payable as described in this Rider when we verify that all of the following conditions are met:

1. The Policy must be In Force and the Insured must be alive.
2. A benefit payment under any terminal illness rider or benefit must not have been provided.
3. The Owner must provide a Request for Benefits and a Benefit Form, or the equivalent as described herein.
4. We must receive Written Certification by a Licensed Health Care Practitioner.
5. We must receive authorization from the Insured to obtain copies of any relevant medical records required.
6. The Owner must provide us with the written consent of the assignee(s) of record named under the Policy, if any, or the irrevocable beneficiary(ies) named under the Policy, if any.
7. While sane or insane, the chronic illness cannot be the result of attempted suicide, or intentionally self-inflicted injury.
8. We must approve the claim.
9. The Elimination Period has been satisfied.

The Accelerated Benefit is not intended to allow parties to require you to access the Policy proceeds to satisfy the claim(s) of parties. The Accelerated Benefit is, therefore, not available if you are required to request it for the benefit of any party, including, but not limited to, any creditor, government agency, trustee in bankruptcy, or as the result of a court order.

Benefit Payments are payable immediately upon the satisfaction of Eligibility Conditions under this Rider. Benefit Payments begin on the Monthly Payment Due on or following the date all Eligibility Conditions are met. The first benefit payment of an occurrence includes any Benefit Payments that are retroactive to the monthiversary on or following the date all Eligibility Conditions are met.

After the above conditions have been met, if any Benefit Payment is delayed 31 calendar days, we will pay additional interest on the Benefit Payment at an interest rate of 10%. Such annual interest rate will be applied to the Benefit Payment beginning on the 31st calendar day of delay to the date the Benefit Payment is paid.

Written Certification – Written Certification is a signed written statement completed by a Licensed Health Care Practitioner at the Owner's or Insured's expense, certifying that the Insured is Chronically Ill. The Written Certification must also include due proof of the Insured's chronic illness and must be satisfactory to us. Written Certification must be provided prior to the start of each Benefit Year and will be effective as of the first day of each Benefit Year. Such certifications may also be performed by a Licensed Health Care Practitioner at our discretion as is reasonably necessary with respect to a Benefit Payment.

We reserve the right to obtain, at any time, an additional opinion of the Insured's condition which may include a physical examination, from a Licensed Health Care Practitioner at our expense. Should this opinion differ from that of the Insured's Licensed Health Care Practitioner, eligibility for benefits will be determined by a third Licensed Health Care Practitioner who is mutually acceptable to the Owner and us.

Request for Benefits

Request for Benefits – A Request for Benefits is a written notice requesting an Accelerated Death Benefit. Any Request for Benefits given by or on behalf of the Insured to us at our Home Office with information sufficient to identify the Insured, shall be deemed an appropriate request to us. Only one

Request for Benefits may be submitted during any twelve-month period. If the Insured recovers and a subsequent Request for Benefits is submitted, that request is considered a new occurrence.

Benefit Form – Within 15 days of our receipt of a Request for Benefits, a Benefit Form will be provided to the Insured. If we do not furnish the form to the Insured within 15 days of your Request for Benefits, then it will be considered that you have complied with the form requirements. You must, however, submit written proof covering the occurrence, the character, and the extent of the occurrence for which the claim has been made. Any information provided may be used to determine proof of eligibility.

Within 90 days prior to the end of the current Benefit Year, we will send you a request for Written Certification to recertify that the Insured remains Chronically Ill. Benefit Payments will not automatically continue under this Rider unless Written Certification is provided at least once every Benefit Year. In order for Benefit Payments to continue uninterrupted, we must receive Written Certification 60 days prior to the end of the current Benefit Year. In this case, the Written Certification has been received on time and the next Benefit Year begins following the end of the current Benefit Year.

If Written Certification is not received on time, a new Benefit Year will not automatically begin upon the end of the preceding Benefit Year and the following conditions will apply:

- If Written Certification is received within 90 days after the end of the preceding Benefit Year, the new Benefit Year will begin on the Monthly Payment Date on or following the date we receive Written Certification.
- If Written Certification is received beyond 90 days after the end of the preceding Benefit Year, your request will be treated as a new Request for Benefits and the new Benefit Year will begin on the Monthly Payment Date on or following the date all Eligibility Conditions are met, including the new Elimination Period.

You must notify us if the Insured is no longer Chronically Ill. You may also cancel the Benefit Payments at any time by written notification to us and any remaining Benefit Payments will cease upon our receipt of the notification. Any subsequent request for Benefit Payments must satisfy Eligibility Conditions.

Lifetime Benefit Amount and Benefit Payment

Lifetime Benefit Amount – The amount of benefits that can be accelerated for a Chronically Ill Insured when Eligibility Conditions are met. Prior to satisfaction of the Eligibility Conditions, any Policy changes that reduce the Death Benefit proportionately reduce the Lifetime Benefit Amount and the Remaining Lifetime Benefit Amount. The Lifetime Benefit Amount is also adjusted to never exceed the Policy's Face Amount and to be at least as great as the lesser of the Lifetime Benefit Amount Percentage of the Policy's Face Amount or the initial Lifetime Benefit Amount. The Lifetime Benefit Amount Percentage is shown in the Rider Benefit Information section of the Policy Specifications.

If Benefit Payments are not in effect and a Request for Benefits has not been submitted, you may request a decrease in the Lifetime Benefit Amount after the first Policy Year. The effective date of such decrease will be the Monthly Payment Date after we approve your Written Request.

Increases to the Lifetime Benefit Amount are not possible.

If no Benefit Payments have been made, the Remaining Lifetime Benefit Amount is the Lifetime Benefit Amount. Subsequent Benefit Payments under this Rider reduce the Remaining Lifetime Benefit Amount as follows:

- Under a monthly payment option, the Remaining Lifetime Benefit is reduced by the Maximum Monthly Benefit Payment.
- Under a lump sum option, the Remaining Lifetime Benefit Amount is reduced by 12 times the

Maximum Monthly Benefit Payment.

Benefit Payment - The total of all Benefit Payments under this Rider not reduced for any loan or due and unpaid monthly deductions during a Grace Period, and excluding any discounts, cannot exceed the Lifetime Benefit Amount. The final Benefit Payment may be adjusted to ensure the total of all Benefit Payments, excluding any reductions and discounts, do not exceed the Lifetime Benefit Amount. Benefit Payments are not subject to any surrender charges or withdrawal fees.

Maximum Monthly Benefit Payment – Under a monthly benefit payment option, you may elect receipt of Benefit Payments in twelve-monthly payments over a Benefit Year, or until you cancel your request. The Maximum Monthly Benefit Payment is the minimum of the:

- Lifetime Benefit Amount multiplied by the Maximum Monthly Benefit Percentage;
- IRS Per Diem Limitation multiplied by the Days in Month Factor shown in the Rider Benefit Information section of the Policy Specifications multiplied by the Maximum Per Diem Limitation Percentage; or
- If available, the amount requested as your Request for Benefits.

The Maximum Monthly Benefit Payment is no less than the Minimum Monthly Benefit Payment shown in the Rider Benefit Information section of the Policy Specifications but will not exceed the Remaining Lifetime Benefit Amount. If the Insured is Chronically Ill for only a portion of a month, the Maximum Monthly Benefit Payment is adjusted to the Maximum Monthly Benefit Payment times the proportion of days in the month that the Insured was Chronically Ill.

Maximum Annual Lump Sum Benefit Payment – Under a lump sum benefit payment option, you may elect receipt of one annual Benefit Payment in a Benefit Year. The Maximum Annual Lump Sum Benefit Payment is a discounted sum of the Maximum Monthly Benefit Payments in a Benefit Year. The Maximum Annual Lump Sum Benefit Payment will not exceed the Remaining Lifetime Benefit Amount. It is also at least as great as the Maximum Monthly Benefit Percentage times the Policy's Net Cash Surrender Value. If the Insured is Chronically Ill for only a portion of a year, the Maximum Annual Lump Sum Benefit Payment is adjusted to the Maximum Annual Lump Sum Benefit Payment times the proportion of days in the year that the Insured was Chronically Ill.

Discount Rate – The Discount Rate used to determine the Maximum Annual Lump Sum Benefit Payment and will not exceed the greater of:

- The current yield on 90-day Treasury bills;
- The current maximum statutory adjustable policy loan interest rate.

If either of the above indices is discontinued, an appropriate substitute index will be used subject to the Interstate Insurance Product Regulation Commission (IIPRC).

Benefit Payment Reductions – If there is an outstanding Loan Balance under the Policy, a portion of each Benefit Payment is used to reduce the Loan Balance and reduces the Benefit Payment provided to you. The amount of the reduction is the Loan Balance prior to the Benefit Payment multiplied by the Acceleration Percentage. If the Policy is in a Grace Period, the Benefit Payment(s) will be reduced by any due and unpaid monthly deductions.

To Whom We Will Pay Benefits – Unless otherwise assigned or designated by the Owner, all Benefit Payments will be payable to the Owner or the Owner's estate while the Insured is still living, subject to any required acknowledgment of concurrence for payout. Upon the death of the Owner we will pay any Benefit Payment requested prior to the Owner's death, to his or her estate. Any Benefit Payment that is made in good faith by us is deemed irrevocable.

Death of the Insured - If Written Notice of the Insured's death is received at our Administrative Office prior to a Benefit Payment, then the Benefit Payment will not be paid. However, any Benefit Payments paid by us after the date of death but prior to our receipt of Written Notice of the Insured's death at our Administrative Office will reduce the Death Benefit Proceeds payable under the Policy.

Accelerated Death Benefit Payment Notice – After receipt of Request for Benefits and prior to or on each Benefit Payment, we will send the Owner a statement demonstrating the effect of the Benefit Payment on the Policy Value, Death Benefit, Premium, Cost of Insurance Charges, and Policy Loans.

Rider Insurance Cost

Rider Insurance Cost – The Rider Insurance Cost will be deducted from the Policy's Policy Value on each Monthly Payment Date, unless waived as described below in the Lapse Protection section. The maximum Rider Insurance Cost is equal to (a) multiplied by (b), where:

- (a) Is the Maximum Monthly Rider Charge Rate shown in the Policy Specifications adjusted for one dollar; and
- (b) Is the Rider Net Amount at Risk.

We reserve the right to charge less than the maximum. Any lower Rider Charge Rates will apply uniformly to all members of the same Class.

Rider Net Amount at Risk (NAR) – The Rider NAR is calculated on each Monthly Payment Date as (a) multiplied by (b) divided by (c) where:

- (a) Is the Remaining Lifetime Benefit Amount;
- (b) Is the Net Amount at Risk of the Policy; and
- (c) Is the Death Benefit of the Policy.

Policies with a No-Lapse Guarantee (NLG)

If your Policy has a no lapse guarantee, using a no lapse guarantee value, the rate used to determine the NLG Optional Benefit Charge for the No-Lapse Guarantee Value is shown in the Policy Specifications. The charge is calculated each Monthly Payment Date, unless waived, and is equal to (a) multiplied by (b), where:

- (a) Is the NLG Optional Benefit Charge Maximum Monthly Rider Charge Rate shown in the Policy Specifications adjusted for one dollar; and
- (b) Is the No-Lapse Rider Net Amount at Risk.

No-Lapse Rider Net Amount at Risk (NAR) - The No-Lapse Rider NAR is calculated on each Monthly Payment Date as (a) multiplied by (b) divided by (c) where:

- (a) Is the Remaining Lifetime Benefit Amount;
- (b) Is the Death Benefit (calculated according to your Policy's provisions, but using the No-Lapse Guarantee Value instead of the Policy's Policy Value), divided by the Net Amount at Risk Factor in your Policy, less the No-Lapse Guarantee Value; and
- (c) Is the Death Benefit (calculated according to your Policy's provisions, but using the No-Lapse Guarantee Value instead of the Policy's Policy Value).

This Rider's Effect on Policy Values

Upon a Benefit Payment, we will reduce the following values of the Policy by their current value multiplied by the Acceleration Percentage:

1. The Face Amount of the Policy;
2. The Policy Value of the Policy, which will be processed using the same calculation rules as a Monthly Deduction under the terms of your Policy;
3. Any alternate policy value of the Policy or any rider;
4. Any Loan Balance; and
5. Any Surrender Charge amounts, that are not provided as rates in the Policy Specifications.

The Policy's Cash Surrender Value, Net Cash Surrender Value, and any Net No-Lapse Guarantee Value after a Benefit Payment will be calculated according to the terms of the Policy. Premiums may be paid while Benefit Payments are being made.

This Rider's Effect on Policy Changes

The following changes are not allowed after Eligibility Conditions are met and while Benefit Payments are made during a Benefit Year under this Rider:

- New Policy loans;
- Death Benefit Option changes. After Eligibility Conditions are met and before Benefit Payments begin, the policy Death Benefit Option will be changed to Death Benefit Option A (a level death benefit option);
- Requested increases in Policy or rider benefits are not permitted;
- Withdrawals are not permitted and any program in effect, through which periodic distributions of policy values are made, may be discontinued; and
- When Benefit Payments are no longer being made for a Benefit Year, Policy changes will be available according to the terms of the Policy to which this Rider is attached.

This Rider's Effect on Other Riders and Benefits

In general, after Eligibility Conditions are met and while Benefit Payments are made during a Benefit Year under this Rider, riders or benefits under the Policy will continue to remain In Force subject to the terms and conditions of the Policy and riders unless otherwise stated. Any death benefits or values provided by attached riders or other benefits are not included as Accelerated Death Benefits unless specifically indicated.

The following values under riders or benefits may be affected by the reduction in policy values due to Benefit Payments:

- Values and premiums required to maintain any lapse protection, will be reduced by their current value multiplied by the Acceleration Percentage, with reductions applied according to the terms of the lapse protection;
- Values under riders and benefits attached to this Policy that may be reduced by withdrawals will also be reduced by any Benefit Payments, prior to any reductions or discounting, unless specifically noted in this Rider; and
- Any enhanced surrender value or return of premium rider or benefit will terminate upon Benefit Payments made under this Rider; and
- Any children's term rider may not be added to the Policy after issue if Benefit Payments under this Rider have been made or are being made.

Values under riders and benefits may also be reduced due to the items identified under This Rider's Effect on Policy Values.

Lapse Protection

During any Benefit Year, the Policy and any riders will not lapse. The Monthly Deduction under the Policy and any No-Lapse Monthly Deduction will be waived during a Benefit Year. Policy loans will continue to be processed according to the terms of the Policy and may result in a negative Net Policy Value.

When Benefit Payments are no longer being made for a Benefit Year, additional premium or a loan repayment may be required to keep the Policy In Force, while Monthly Deductions and any No-Lapse Monthly Deductions resume.

General Provisions

Incontestability – If the Policy is contested, this Rider will follow the incontestability provision of the Policy. If Benefit Payments have been made under this Rider, any premiums or value returned will be reduced by the amount of Benefit Payments made.

This Rider may be contested based upon statements made in any application for the rider, including reinstatement, for the period of time indicated in the Incontestability provision of the Policy. If Benefit Payments have been made under this Rider, any Rider charges or premium returned will be reduced by the amount of Benefit Payments made.

If this Rider is attached to a policy which is the result of a conversion, a two-year Incontestability period for this Rider will begin from the earlier of the Date of Issue or the Date Insurance Begins under the Policy to which this Rider is attached.

Misstatement – If the Insured's sex or birth date is misstated in the Application, we will use the correct sex, if applicable, and birth date of the Insured in calculating future rider charge rates, including any NLG charge rates for the rider.

If the misstatement is discovered after any Benefit Payments have been made, the Lifetime Benefit Amount will also be recalculated as the lesser of (a) or (b) described below and will not exceed our maximum limits:

- (a) The Lifetime Benefit Amount as calculated prior to the Misstatement,
 - less the Rider Net Amount at Risk, multiplied by the quantity described below:
 - One (1) minus the ratio of the Rider Charge Rate prior to the Misstatement, divided by the Rider Charge Rate based on the insured's correct sex or age; or
- (b) the Face Amount of the Policy.

Any corrected Remaining Lifetime Benefit Amount is equal to the corrected Lifetime Benefit Amount reduced by any Benefit Payments, prior to any reductions or discounts, made prior to Misstatement.

Reinstatement – If the Policy is reinstated, this Rider may be reinstated on the same terms of the Reinstatement provision of the Policy if there have been no prior Benefit Payments provided under this Rider.

Rider Termination – This Rider will terminate on the earlier of:

1. Your Written Request;

2. The acceleration of any part of the Death Benefit of the Policy for reason of terminal illness while the Insured is still living;
3. The date the Remaining Lifetime Benefit Amount is zero;
4. The date the Policy terminates; or
5. The date we receive, at our Administrative Office, written notice of the death of the Insured.

Termination of this Rider shall not prejudice the payment of benefits for eligible chronic illness claims that occurred while the Rider was In Force.

Suicide Exclusion – If Benefit Payments under this Rider have been made and the Insured commits suicide, while sane or insane, the Death Benefit Proceeds under the Suicide Exclusion of the Policy will be limited as described in the Policy and reduced by any Benefit Payments made.

If this Rider is attached to a policy which is the result of a conversion, the Suicide Exclusion period for this Rider will begin two years from the earlier of the Date of Issue or the Date Insurance Begins under the Policy to which this Rider is attached.

Effect of Additional Benefits on This Rider – Your policy may include additional benefits that were added by rider or endorsement. These rider and endorsement forms may include provisions that replace or amend provisions in this contract. Alternatively, the provisions in this contract may replace or amend provisions in additional benefits that were added by rider or endorsement. **Please read your entire policy, including all riders and other forms carefully.**

Conformity with Interstate Insurance Product Regulation Commission Standards – This contract was approved under the authority of the IIPRC and issued under the IIPRC standards. If there is any contract provision that is in conflict with any IIPRC standard applicable to this contract when this contract was issued, the provision is amended to conform to that standard. Any such amendment is effective on the Rider Date.

SAMPLE

SAMPLE



PACIFIC LIFE

Pacific Life Insurance Company • [6750 Mercy Road, Suite B, Omaha, NE 68106]

[www.PacificLife.com]

(844) 276-5759]

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**