



PACIFIC LIFE

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

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

This policy is a legal contract between “you” (the Owner) and “us” (the Company). In this policy, “you” and “your” are defined to mean and refer to the Owner, and “we,” “us,” and “our” are defined to mean and refer to the Company.

CONSIDERATION. We issued this policy in consideration of the application and payment of the first premium.

THIS IS YOUR POLICY. PLEASE READ IT CAREFULLY.

Subject to the terms of this policy, we will pay Death Proceeds to the Beneficiary. We will not pay until we receive all of the following at our Service Center*:

- this policy;
- due proof that the Insured died prior to the Policy Expiry Date and while this policy is in effect;
- a written claim for the Death Proceeds completed on a form that we supply; and
- an authorization, on a form that we supply, from a person authorized to allow us to obtain and disclose information about the Insured.

* Service Center may be referred to as administrative office or home office in certain riders and benefits.

RIGHT TO EXAMINE AND RETURN POLICY. You may return this policy within [30] days after it is delivered to you by taking it or mailing it to our Service Center or to any life insurance producer we appoint. Immediately upon delivery or mailing, this policy will be deemed void from the beginning. We will return any premium that has been paid.

This policy is issued in [State of issue].
The telephone number for [State] Insurance Department is [123-456-7890].

This policy was signed on the [Date] of issue.

Chairman, President and Chief Executive Officer

Secretary

LEVEL PREMIUM TERM LIFE INSURANCE POLICY

See *Schedule* for Premiums and Amount of Insurance

Policy is Convertible

Premiums Payable During Insured’s Lifetime as shown in the *Schedule*

Premiums Subject to Change but will Not Exceed Maximum Premium

Insurance Payable at Insured’s Death prior to the Policy Expiry Date while this Policy was in effect

Nonparticipating – No Dividends

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| Copy of the application for this policy | following [18] |
| Any riders, endorsements, amendments, notices, or other documents for this policy, if applicable | following 18 |

SAMPLE

1. SUMMARY OF POLICY FEATURES

You have purchased a Level Premium Term Life Insurance Policy for which premiums are at a guaranteed level amount for an initial period you select specified in the **Schedule**. After the initial period, premiums increase annually, subject to maximums described in the policy. Premiums are payable until the Policy Expiry Date. This Summary is an overview of some of the important features and mechanics of your policy. It is meant to give you a basic understanding of your policy; however, specific details regarding these features and the actual contract terms are only provided in the policy provisions that follow and cannot be fully described in a one-page summary. This Summary is not a substitute for the entire policy, which you should read carefully!

Level Premium Term Life Insurance Policy

This title is our generic name for a life insurance policy that provides coverage for a specific amount of time, or "term." After insurance begins, the policy will remain in effect and provide insurance only until, but not including, the Policy Expiry Date, and only as long as Modal Premiums are paid as they become due. The term may expire before the Insured dies. If you stop paying premiums, coverage will cease. This Policy does not build any cash or policy value.

Premium Payments

Premiums must be paid for the entire term of your policy. Your premium payments must be received by us before their due dates. The amount of premium for the Period of Guaranteed Level Premium based on the annual payment mode is set forth in the **Schedule**. The frequency of your premium payments, or payment mode, may impact the amount you pay each Policy Year. Available payment modes, which you select, are shown in the **Schedule**. The more frequently you choose to pay, the more you may pay on an annual basis.

The premiums payable in the Policy Years after the Period of Guaranteed Level Premium may change as described in the policy. The premium payable in a Policy Year on the annual modal payment frequency will never exceed the Maximum Premium Payable in a Policy Year for that Policy Year. For payment on other than an annual modal payment frequency, a Modal Premium Factor will be applied as set out in the **Schedule**. The Maximum Premium Payable in a Policy Year for the non-annual modal payment frequency may be higher than the amount payable on the annual modal payment frequency. The premium charged in a Policy Year is guaranteed to be less than the amount shown as the Maximum Premium Payable in a Policy Year for that Policy Year for the mode you select.

Period of Guaranteed Level Premium

Unless you change the frequency of your premium payments, this policy guarantees that for an initial period, the Period of Guaranteed Level Premium shown in the **Schedule**, the total amount of premiums payable in a Policy Year will:

- not exceed the Maximum Premium Payable in a Policy Year shown in the **Schedule** for the first Policy Year applicable for the modal payment frequency you selected; and
- not increase or decrease.

After this initial period, your premiums may vary each Policy Year, but they will never be more than the Maximum Premium Payable in a Policy Year for that Policy Year for the payment mode you select.

2. SCHEDULE

Level Premium Term Life Insurance Policy (Base Life Policy)

Policy Information

Policy Number [SPECIMEN]
Policy Date [NOVEMBER 1, 2016]
Date of Issue [NOVEMBER 1, 2016]
Policy Expiry Date [NOVEMBER 1, 2076]
No insurance will be provided under this policy on and after this date.
Conversion Expiry Date [NOVEMBER 1, 2026]

Insured Information

Insured [JOHN DOE]
Issue Age [35]
Sex [MALE]
Premium Class [STANDARD NO NICOTINE USE]

Owner and Beneficiary Information

Owner [JOHN DOE]
Beneficiary [JOHN DOE]

Benefit and Premium Payment Information

Life Insurance Benefit information, base policy

Amount of Insurance \$[100,000] for Policy Years 1 through [60]

Rider Benefit Information

See individual riders for details on the benefits provided

[Accelerated Death Benefit Rider
For Terminal Illness: 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.]

[Children's Level Term Insurance
Rider: Benefit Amount: \$[10,000]
Annual Premium: \$[55.00]

[Waiver of Premium Rider: Annual premium \$[13.10] for Policy Years 1 - [10],
increasing thereafter.
Payable to Insured's Attained Age 65.

2. SCHEDULE (Continued)

Benefit and Premium Payment Information

Premium Information

Modal Premium Payment Amount: \${[53.85]}
 Modal Payment Frequency: [Quarterly]

This date is subject to change as described in Provisions in this Policy.

Premium Due Date(s): [[1st] day of [February], [May], [August], and [November] of each year.]
 Period of Guaranteed Level Premium: [10] years
 Period to Reinstate: [3] years

Table of Premiums - Annual Modal Payment Frequency

| Policy Year | Maximum Premium Payable in a Policy Year | Policy Year | Maximum Premium Payable in a Policy Year |
|-------------|--|-------------|--|
| [1 | \$ 207.10 | 31 | 4,775.00 |
| 2 | 207.10 | 32 | 5,163.00 |
| 3 | 207.10 | 33 | 5,631.00 |
| 4 | 207.10 | 34 | 6,099.00 |
| 5 | 207.10 | 35 | 6,657.00 |
| 6 | 207.10 | 36 | 7,290.00 |
| 7 | 207.10 | 37 | 7,998.00 |
| 8 | 207.10 | 38 | 8,928.00 |
| 9 | 207.10 | 39 | 9,909.00 |
| 10 | 207.10 | 40 | 10,941.00 |
| 11 | 865.10 | 41 | 12,069.00 |
| 12 | 934.10 | 42 | 13,299.00 |
| 13 | 1,009.10 | 43 | 14,727.00 |
| 14 | 1,054.10 | 44 | 16,395.00 |
| 15 | 1,107.10 | 45 | 18,321.00 |
| 16 | 1,184.10 | 46 | 20,421.00 |
| 17 | 1,282.10 | 47 | 22,812.00 |
| 18 | 1,414.10 | 48 | 25,302.00 |
| 19 | 1,571.10 | 49 | 27,987.00 |
| 20 | 1,750.10 | 50 | 30,960.00 |
| 21 | 1,953.10 | 51 | 34,281.00 |
| 22 | 2,213.10 | 52 | 37,962.00 |
| 23 | 2,477.10 | 53 | 41,982.00 |
| 24 | 2,716.10 | 54 | 46,290.00 |
| 25 | 2,997.10 | 55 | 50,835.00 |
| 26 | 3,206.10 | 56 | 55,578.00 |
| 27 | 3,470.10 | 57 | 60,039.00 |
| 28 | 3,781.10 | 58 | 64,689.00 |
| 29 | 4,116.10 | 59 | 69,594.00 |
| 30 | 4,442.10 | 60 | 74,775.00] |

2. SCHEDULE (Continued)

Benefit and Premium Payment Information (Continued)

The premium shown in the above table include the total premium for the base policy, all riders and Annual Policy Fee of: \$[60] per Policy Year

Premium Payments – Timing and amounts

For payments on the annual modal payment frequency, the annual premium is that premium required in full on or before the beginning of each Policy Year (the Premium Due Date). For payments on non- annual modal payment frequencies (semi-annual, quarterly, or monthly), the applicable premium is required in full on or before each Premium Due Date shown above in the **Schedule**. Premiums paid on a non- annual modal payment frequency will include a modal factor identified below that may result in a total yearly premium payable that is higher than the yearly premium for payments on the annual modal payment frequency. Section 5.1 of this policy provides information regarding the amount of premium after Policy Year 10 and options for changing the modal payment frequency.

Modal Premium Factors

The following factors apply where premiums are paid on a non- annual modal payment frequency. For Policy Year 1, the total maximum premium for each modal payment frequency is shown below. For later Policy Years, multiply the Maximum Premium Payable in Policy Year 1 by the applicable modal factor to determine the total maximum premium payable for the Policy Year. The total maximum premium payable in Policy Year 1 on a non-annual modal payment frequency may exceed the Maximum Premium Payable in Policy Year 1 on an annual modal payment frequency. Likewise, for each subsequent Policy Year, the total maximum premium payable on a non-annual modal payment frequency may exceed the total Maximum Premium Payable in a Policy Year on an annual modal payment frequency.

| Modal Payment Frequency | Annual | Semi-annual | Quarterly | Monthly |
|--|---------------|--------------------|------------------|----------------|
| Number of payments per year | 1 | 2 | 4 | 12 |
| Comparisons for First Year Premiums | | | | |
| | Annual | Semi-annual | Quarterly | Monthly |
| Modal Premium [| \$207.10 | \$105.62 | \$53.85 | \$18.12 |
| Total maximum premium payable in Policy Year 1 | \$207.10 | \$211.24 | \$215.40 | \$217.44] |

Interest Rate

Reinstatement Interest Rate: [6.00]% per year, compounded annually.

3. DEFINITIONS, KEY TERMS

The following are key words used in this policy. When these words are used, they are capitalized. Also, some words are capitalized and described within the **Schedule**, or within provisions throughout this policy.

Attained Age – is the Issue Age shown in the **Schedule** plus the number of whole years that have elapsed since the Policy Date.

Consent – is a written communication from an irrevocable Beneficiary, spouse or assignee of record acknowledging and approving a change that you request. We must receive it at our Service Center in a format and substance acceptable to us.

Date of Issue – is the date on which this policy is considered to have been produced. The Date of Issue is shown in the **Schedule**.

Increased Cost Rating – is the extra cost associated with an increased likelihood that the Insured will die because of medical, activity-related, or other mortality risks and is part of the Premium Class. We determine this rating based on information we receive and/or acquire during initial underwriting. This extra cost will be in the form of one or more of the following:

- a table rating for all Policy Years;
- a permanent flat extra for all Policy Years;
- a temporary flat extra for a specific number of Policy Years.

The Increased Cost Rating is shown in the **Schedule**.

Issue Age – is the Insured's Age Nearest Birthday on the Policy Date as shown in the **Schedule**.

Notice – is a signed and dated written communication from you electing a policy change that does not require our approval in order to become effective. We must receive it at our Service Center in a form and manner acceptable to us. It must include necessary identifying information and the Policy Number, if available. We are not responsible for any policy change if we have not received Notice.

Policy Anniversary – is the first day of each Policy Year after the first Policy Year. A Policy Anniversary occurs every year on the same day and month as the Policy Date unless the year does not contain that day, such as in a leap year. In that case, the Policy Anniversary will be the first day of the next calendar month.

Policy Month – The first Policy Month begins on the Policy Date. Each subsequent Policy Month begins on the same day of the month as the Policy Date unless the month does not contain that day. In that case, the Policy Month will begin on the first day of the next calendar month.

Policy Year – The first Policy Year begins on the Policy Date. Each subsequent Policy Year begins on a Policy Anniversary. A Policy Year ends on the day before the next Policy Anniversary.

Premium Class – is the class to which the Insured is assigned based on information in the application and information obtained during underwriting, and includes any Increased Cost Rating. The Premium Class may be referred to as Risk Class, and is shown in the **Schedule**.

Request – is a signed and dated communication from you for a policy change that requires our approval. We must receive it at our Service Center in a form and manner acceptable to us. It must include necessary identifying information and the Policy Number, if available.

4. GENERAL PROVISIONS

4.1 CONFORMITY

This policy was approved under the authority of the Interstate Insurance Product Regulation Commission (IIPRC) and issued under the IIPRC standards. The provisions of this policy conform to the IIPRC standards for this type product. Any provision that is in conflict with such IIPRC standards as of the Policy Date is amended to conform to the IIPRC standards as of that date.

4.2 THE CONTRACT

The entire contract consists of this policy, each attached application and any attached endorsements, riders and amendments.

The application includes all forms that we specifically state are part of the application, including application forms, supplemental application forms and amendments. We attached a true copy of the original application to this policy that was delivered to you. If this policy is changed after it is delivered, we will send you a true copy of your application for the change to attach to this policy. We will consider any application we send to you after delivery the same as if it had been attached at delivery.

All statements made in an application are considered, in the absence of fraud, to be representations and not warranties. No statement will void this policy or be used to defend a claim unless it is contained in the application.

While the Insured is alive, you may amend this policy with our approval. Only our authorized officers can approve a change or waiver of policy provisions. Any change or waiver must be made in writing.

We reserve the right to offer new riders and require any evidence of insurability as needed for those additional riders.

4.3 DATE INSURANCE BEGINS

The Date Insurance Begins is the earliest of:

- the date of any temporary insurance agreement between you and us made in connection with the original application; and
- the date of delivery.

The date of delivery is the date the policy is delivered to you and the first premium is paid, provided that on that date all persons proposed for insurance are living and in the same health and condition of insurability as described in each part of the original application.

4.4 POLICY DATE

The Policy Date is the same as the Date Insurance Begins unless you give consent to another mutually agreeable date. Premiums due as of the Policy Date are shown in the **Schedule**. It is the date from which Policy Anniversaries, Policy Years and Policy Months are measured.

4.5 OWNER AND BENEFICIARY

The Owner, Contingent Owner, Primary Beneficiary and Contingent Beneficiary are as named in the original application or as later changed by Notice. Any Contingent Owner designation is revoked if the Insured becomes the Owner.

As Owner, you have all rights stated in this policy, except rights of an irrevocable Beneficiary (see **Change of Owner and Beneficiary** (section 4.6)), rights ceded in an assignment and community property rights of your spouse (see **Assignment** (section 4.7)). The Contingent Owner will become the Owner and assume all ownership rights if the Owner dies or ceases to exist before the Insured dies. If there is no Contingent Owner or if the Contingent Owner does not survive the Owner, either the Owner's estate or the Owner's successor in interest (in the case of an Owner that is not a natural person) will assume all ownership rights.

4.5 OWNER AND BENEFICIARY (Continued)

A Beneficiary's interest ends if that Beneficiary dies or ceases to exist (if not a natural person) before the Insured dies. If it cannot be determined whether the Insured or Beneficiary died first, then that Beneficiary will be considered to have died before the Insured.

When the Insured dies, we will pay the Death Proceeds to any surviving Primary Beneficiaries. If there are no surviving Primary Beneficiaries, we will pay the Death Proceeds to any surviving Contingent Beneficiaries.

If no Beneficiaries survive, we will pay the Death Proceeds to you. If you do not survive the Insured, we will pay your estate or your successor in interest (if you are not a natural person).

If there is a single surviving Beneficiary, the amount payable will be the entire Death Proceeds. If there is more than one surviving Beneficiary with equal interests, they will share the Death Proceeds equally. If their interests are unequal, they will share the Death Proceeds in proportion to their respective interests. If their interests have not been designated, they will share in the Death Proceeds equally.

If a trust named as the Owner or Beneficiary of this policy exercises ownership rights or claims benefits, we are not required to verify that the trust is in effect or that a trustee is acting within the trustee's scope of authority. Any payment to the trust will release us from all obligations under this policy to the extent of the payment. When we pay the trust, we are not required to verify that the payment is applied according to the trust agreement.

4.6 CHANGE OF OWNER AND BENEFICIARY

While the Insured is alive, you may change the designations of Owner, Contingent Owner, Primary Beneficiary, and Contingent Beneficiary by Notice. The new designation will take effect as of the date you sign the Notice unless you specify a different date. The change will not affect any payment made or any other action taken before we received the Notice. The terms of an irrevocable Beneficiary designation cannot be changed or revoked without the Beneficiary's Consent.

4.7 ASSIGNMENT

No assignment will bind us until we receive and record it at our Service Center. Unless you specify a different date, the assignment will be effective as of the date signed; however, we will not be liable for action taken before we receive the assignment and we will not be required to verify that the assignment is valid or effective.

An irrevocable Beneficiary must give Consent to an assignment. If you live in a community property state, we also may require your spouse to give Consent. Consent of any assignee of record may be required for some policy changes subject to the terms of the assignment.

4.8 MISSTATEMENT

If the Insured's age or sex is misstated, we will adjust the Death Proceeds to the amount the premiums paid would have purchased based on the correct information.

If the misstatement is discovered prior to the Insured's death, adjustment will be made by one of the following methods:

- If more premium would have been necessary for the Amount of Insurance based on the correct information, the Amount of Insurance will be adjusted to the amount that the premiums paid would have purchased based on the correct information; or
- If less premium would have been necessary for the Amount of Insurance based on the correct information, the premiums will be adjusted based on the correct information. We will refund the overpayment of premium to you.

4.9 SUICIDE

If the Insured dies by suicide, while sane or insane, within two years from and including the earlier of the Date Insurance Begins and the Date of Issue, the Death Proceeds will be an amount that is equal to the sum of all premiums paid as of the date of the Insured's death.

4.10 INCONTESTABILITY

With respect to statements made in the original application, except for fraud, this policy is not contestable after it has been in effect during the Insured's lifetime for a period of two years beginning with the earlier of The Date Insurance Begins and the Date of Issue. With respect to statements made in an application for a policy change, except for fraud, the policy change is not contestable after it has been in effect during the Insured's lifetime for a period of two years beginning with its effective date. With respect to statements made in an application for reinstatement, except for fraud, this policy is not contestable after it has been in effect during the Insured's lifetime for a period of two years beginning with the date of reinstatement.

In certain jurisdictions, use of fraud in an application does not extend the period during which we can contest this policy. References to fraud in the paragraph above will not apply to a policy delivered in such a jurisdiction.

Our right to contest this policy includes the right to contest this policy for misrepresentation about the Insured's smoking status and the Insured's use of any product containing nicotine. Our right to contest also includes the right to contest this policy for any other misrepresentations or omissions contained in the application.

This provision applies to any rider that does not contain a provision regarding contestability.

4.11 TERMINATION OF INSURANCE

This policy will terminate in one of the following ways:

- on the Policy Expiry Date as shown in the Schedule;
- according to the Grace Period provision (section 5.3);
- upon any cancellation of coverage; if unearned premium is refunded, the Grace Period provision does not apply;
- upon the death of the Insured.

Any payments we receive after the date this policy terminates will not automatically reinstate this policy. Except for payments made pursuant to the Reinstatement provision (section 5.4), such payments will be refunded without interest.

4.12 NONPARTICIPATING

This policy does not share in any distribution of surplus. No dividends are payable.

5. PREMIUM PROVISIONS

5.1 PREMIUMS

Payment

Premiums are based on the rates in use for the class to which the Insured belongs. Premium rates are set by us based upon our expectations with respect to factors that include, but are not limited to, investment earnings, expenses, mortality, persistency, reinsurance, taxes and the cost of funding required reserves and maintaining required surplus. Premium rates also include a margin for profit.

After the first premium, each premium must be paid in advance to our Service Center prior to its Premium Due Date. Premiums are required and must be paid during the Insured's lifetime.

Payment may be made by one of these methods:

- by electronic funds transfer;
- by check made payable only to us;
- by any other method acceptable to us.

Table of Premiums in the *Schedule*

The Table of Premiums shows the Maximum Premium Payable in a Policy Year for the annual modal payment frequency. For each Policy Year, for payments on the annual modal payment frequency, premium is required in full before the beginning of the Policy Year. For payment on non-annual modal payment frequencies, the applicable premium is required in full before its Premium Due Date. Available non-annual modal payment frequencies are: semi-annual, quarterly and monthly.

Rider premiums based on the annual modal payment frequency are included in the premiums as shown in the *Schedule*.

Modal Factors for Non-Annual Premiums

The Maximum Premium Payable in a Policy Year for the annual modal payment frequency is multiplied by the applicable modal factor from the Modal Premium Factors Table to determine the total yearly maximum premium for each non-annual modal payment frequency. As shown under Comparisons for First Year Premiums, the total premium payable in a Policy Year on a non-annual modal payment frequency may exceed the Maximum Premium Payable in a Policy Year on an annual modal payment frequency for the first Policy Year. For each subsequent Policy Year, the total maximum premium payable on a non-annual modal payment frequency may exceed the total maximum premium payable on an annual modal payment frequency.

To Change the Modal Payment Frequency

The Modal Payment Frequency selected can be changed with our consent. You must send a Request prior to making a change in the payment.

Change in the Premium Amount following the Period of Guaranteed Level Premium

Provided the Misstatement provision 4.7 does not apply, no change in premium will be made during the Period of Guaranteed Level Premium shown in the *Schedule*, and after the Period of Guaranteed Level Premium, the required premium will never exceed the Maximum Premium Payable in a Policy Year adjusted as necessary with the Modal Premium Factor for any premium paid on a non-annual modal payment frequency. Any change in premium will be applied uniformly to a class of insureds. Class will be determined by the following: Issue Age and the number of years insurance has been in effect, Sex, Amount of Insurance, Premium Class, policy form, and Period of Guaranteed Level Premium.

5.1 PREMIUMS (Continued)

Change in the Premium Amount following the Period of Guaranteed Level Premium (Continued)

Premium will only be changed after the Period of Guaranteed Level Premium. Any change will be due to our re-evaluation of our expectations with respect to factors, including but not limited to, investment earnings, expenses, mortality, persistency, reinsurance, taxes, and the cost of funding required reserves and maintaining required surplus. Any changed premium will continue to include a margin for profit. Change in premium will not be made to recoup past losses. A change in our expectations may result in a change to any premium charged that is lower than the maximum premium. Premiums will not be changed more than once a year and will never be more than the Maximum Premium Payable in a Policy Year adjusted as necessary with the Modal Premium Factor for any premium paid on a non-annual modal payment frequency.

The deterioration of the Insured's health will not cause a change in the premium or the Premium Class or the Increased Cost Rating, if any.

We will mail notice of any change in premium to you, any assignee of record, and any person you have designated as your representative at the appropriate addresses we have in our records.

5.2 REFUND OR RETURN OF PREMIUM

No premiums will be refunded or returned except as specifically stated in the **Right to Examine and Return Policy** provision on the first page, in the **Termination of Insurance** provision (section 4.10), and in the **Death Proceeds** provision (section 6).

5.3 GRACE PERIOD

A premium not paid when due is in default. A Grace Period is a specified period of time during which an additional payment must be made in order to keep this policy from terminating. The policy, and any riders that have not reached their termination date, remain in effect during a Grace Period. If the Insured dies before the end of the Grace Period, the premium required to remove this policy from the Grace Period will be deducted from the Death Proceeds.

A 31-day Grace Period begins on the date a premium payment is not made when due.

If you have not paid the required amount by the end of the Grace Period, your policy and all riders will terminate at the end of the Grace Period due to nonpayment of premium.

5.4 REINSTATEMENT

If this policy has terminated because the Grace Period has expired, you may, within the Period of Reinstatement shown in the **Schedule**, that begins on the first day of the Grace Period, ask us to reinstate this policy and any rider which by its terms may be reinstated. However, this policy and any rider cannot be reinstated if reinstatement would occur on or after the Policy Expiry Date shown in the **Schedule**.

To reinstate this policy during the Period of Guaranteed Level Premium, you must provide evidence of insurability satisfactory to us that the Insured still qualifies for the Premium Class in effect when this policy terminated. After we receive satisfactory evidence you must:

- pay all past due premiums with interest calculated from their respective Premium Due Dates at the Reinstatement Interest Rate as shown in the Schedule; and
- pay the amount that will keep the policy in effect to the next Premium Due Date.

If the Insured is alive on the date all the above conditions are satisfied, we will reinstate this policy on that date which will be the date of reinstatement.

5.4 REINSTATEMENT (Continued)

To reinstate this policy after the Period of Guaranteed Level Premium expires, but prior to the Policy Expiry Date, you must provide evidence of insurability satisfactory to us that the Insured still qualifies for the Premium Class in effect when this policy terminated. After we receive satisfactory evidence you must:

- pay one month of past due premiums with interest calculated from the respective Premium Due Date at the Reinstatement Interest Rate as shown in the **Schedule**; and
- pay the amount that will keep the policy in effect to the next Premium Due Date.

If the Insured is alive on the date all the above conditions are satisfied, we will reinstate this policy on that date which will be the date of reinstatement.

SAMPLE

6. INSURANCE PROVISIONS

6.1 DEATH PROCEEDS

Subject to the terms of this policy, the Death Proceeds become payable if the Insured dies prior to the Policy Expiry Date shown in the **Schedule** while this policy is in effect. The Death Proceeds will be paid in one sum or according to **Settlement Options** (section 8). The Death Proceeds are equal to:

- the Amount of Insurance shown in the **Schedule**;
- minus any premium required to keep this policy in effect to the end of the Policy Month of death.

We will adjust the amount of the Death Proceeds because of any or all of the following:

- a misstatement of age or sex;
- a successful contest of this policy; or
- death during a Grace Period.

The portion of the premium paid for the period beyond the Policy Month of death will be paid to the Beneficiary in addition to the Death Proceeds.

If the Insured dies by suicide, we will determine the amount of the Death Proceeds as provided in the **Suicide** provision (section 4.8) and not according to this section.

Interest on Death Proceeds will accrue from the date of death until the date of payment at the interest rate paid for proceeds left on deposit with us under a Settlement Option as determined on the date of death. If Death Proceeds are not paid within 31 days after the latest of the following three dates:

- the date we receive due proof of death;
- the date we receive sufficient information to determine our liability, the extent of our liability, and the payee(s) entitled to Death Proceeds (sufficient information includes the results of any necessary investigation); and
- the date any legal or other impediments to payment outside our control are resolved, additional interest of 10% compounded annually will accrue from the 31st day following that latest date until the date of payment.

SAMPLE

7. CONVERSION PROVISION

General Provisions to Convert this Policy

You may convert this policy to a new life insurance policy on a plan of insurance that we offer for conversion. The conversion policy will be issued without the need to provide evidence of insurability, upon satisfying these requirements:

- This policy must be in effect; and
- The following items are provided to us and received at our Service Center before the Conversion Expiry Date shown in the **Schedule**:
 - Your Notice to convert;
 - A signed illustration for the new policy, unless we tell you the new policy is not an illustrated product;
 - Payment of the first premium for the new life insurance policy; and
 - This policy.

Amount of Insurance

You may choose the amount of insurance of the new life insurance policy subject to these limits:

- The amount is less than or equal to the Amount of Insurance of this policy as of the Date of Conversion;
- The amount is at least equal to the minimum amount required by the new life insurance policy; and
- The amount is in increments of \$1,000.

Rider Conversion

If additional riders are in effect under this policy on the date of the conversion, you may request that the new policy include similar riders, if available, subject to our rules at the time of the conversion. Unless stated otherwise in a rider, riders attached to this policy cannot be converted unless this policy is also converted. We reserve the right to offer new riders and require any evidence of insurability as needed for those additional riders.

Conversion policy

The new life insurance policy will be on a policy form or forms that we or one of our affiliates have designated for this purpose as of the Date of Conversion.

The **Date of Conversion** will be the earlier of:

- The first day of the Policy Month on or immediately following the date all requirements for conversion are satisfied; and
- The latest Premium Due Date for this policy that is due and unpaid.

The Date of Conversion will be the Policy Date for the new life insurance policy and all attached riders.

At least one life insurance policy form will always be made available for conversions. We may make different plans of insurance available depending on: the length of time that a policy has been in effect, the class of insureds to be covered, and other factors.

Incontestability and Suicide provisions

The Incontestability and Suicide provisions of the converted coverage will be calculated from the earlier of the Date Insurance Begins and the Date of Issue of this policy. If the new policy includes any additional coverage for which evidence of insurability was given, new Incontestability and Suicide provisions may apply to that coverage.

Premium Class

The new life insurance policy will have the same Premium Class as this policy, if that Premium Class is available. Otherwise, the new life insurance policy will be given the premium class that, in our sole discretion, is comparable to the Premium Class of this policy.

8. SETTLEMENT OPTIONS

8.1 GENERAL PROVISIONS

Death Proceeds may be paid in a single sum or left with us for payment under a mutually agreeable Settlement Option. Any annuity benefits at the time of their commencement will not be less than those that would be provided by the application of the Death Proceeds to purchase a single-premium immediate annuity at purchase rates offered by us to payees of the same class as the payee whether the annuities are payable in fixed amounts or variable amounts or both. The amount applied under Options 1, 2, 4, and 5 must be at least \$25,000.

You may elect or revoke a Settlement Option at any time before the Death Proceeds are payable. If no Settlement Option election is in effect at the time Death Proceeds are payable, the Beneficiary may make an election. A spouse Beneficiary may elect a Settlement Option, regardless of whether one is in effect at the time Death Proceeds are payable. Notice must be filed at our Service Center. Election or revocation will take effect as of the date of the Notice. An election does not affect any payment made or other action that we may take before the Notice is received. A payee that is not a natural person may elect a Settlement Option only with our approval. An assignee cannot elect a Settlement Option. Change of Owner or Beneficiary automatically revokes any election in effect.

8.2 DEATH OF PAYEE

Unless otherwise specified, at the death of the last payee a final payment will be made to the payee's estate. For Options 1 and 2, the final payment will be the commuted value of the remaining unpaid installments certain. Such value will be computed based on the rate of interest used in the calculation of the payments. For Options 3 and 4, the final payment will be the remaining Death Proceeds with any unpaid interest to the date of death of the payee.

8.3 FIRST INSTALLMENT

The first installment under Options 1, 2, and 4 is payable on the effective date of the option. The effective date is:

- the date of the Insured's death;
- any later date agreeable with us.

8.4 SETTLEMENT OPTION INTEREST RATE

The guaranteed Settlement Option interest rate for Options 1, 2, 3, and 4 is 1% a year, compounded annually. We may declare excess interest annually.

8.5 OPTION 1 - FIXED PERIOD

Death proceeds will be paid for the selected fixed period. For the years shown, the amount of the installment payments will be less than the amount determined from the Option 1 Table – Fixed Period Installments. For any years not shown, the amount of the installment payments may be determined by contacting our Service Center.

OPTION 1 TABLE – Fixed Period Installments
Installments for fixed number of years for each \$1,000 of Death Proceeds.

| Terms of Installment Payments | Annual | Semi-annual | Quarterly | Monthly | Terms of Installment Payments | Annual | Semi-annual | Quarterly | Monthly |
|-------------------------------|----------|-------------|-----------|---------|-------------------------------|----------|-------------|-----------|---------|
| Years | | | | | Years | | | | |
| 5 | \$204.00 | \$102.25 | \$51.19 | \$17.08 | 10 | \$104.54 | \$52.40 | \$26.23 | \$8.75 |
| 6 | 170.84 | 85.63 | 42.87 | 14.30 | 15 | 71.41 | 35.79 | 17.92 | 5.98 |
| 7 | 147.16 | 73.76 | 36.93 | 12.32 | 20 | 54.87 | 27.50 | 13.77 | 4.59 |
| 8 | 129.40 | 64.86 | 32.47 | 10.83 | 25 | 44.96 | 22.53 | 11.28 | 3.76 |
| 9 | 115.58 | 57.94 | 29.00 | 9.68 | 30 | 38.36 | 19.23 | 9.63 | 3.21 |

8.6 OPTION 2 - LIFE INCOME WITH INSTALLMENTS CERTAIN

Death proceeds will be paid in equal installments throughout the selected period of time for which payments are guaranteed ("certain period"). After the certain period, payments will continue to be made throughout the payee's lifetime. The amount and certain period of the payments are determined based on the payee's age nearest birthday at the time the first installment is payable, and with values based on the interest rate specified in the *Settlement Option Interest Rate* provision (section 8.4) and the Annuity 2000 Mortality Table or the successor table promulgated by the National Association of Insurance Commissioners applicable at the time payments begin. Satisfactory proof of the payee's age is required. We may require evidence that the payee is living on the due date of each payment.

8.7 OPTION 3 – INTEREST

Interest will be paid on the amount of the Death Proceeds at an interest rate not less than the guaranteed Settlement Option interest rate specified in the *Settlement Option Interest Rate* provision (section 8.4).

8.8 OPTION 4 - FIXED INSTALLMENTS

Death proceeds will be paid in fixed installments at regular intervals until Death Proceeds, together with interest on the unpaid balance, are exhausted. An interest rate of not less than the guaranteed Settlement Option interest rate specified in the *Settlement Option Interest Rate* provision (section 8.4) will be paid on the fixed installments.

8.9 OPTION 5 - OTHER SETTLEMENT OPTIONS

Death Proceeds may be applied in any other mutually agreeable manner.

SAMPLE

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SAMPLE

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 selected.

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.

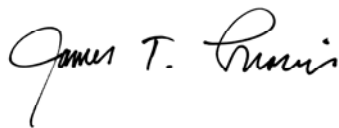
REINSTATEMENT

This Rider may be reinstated if the Policy is reinstated.

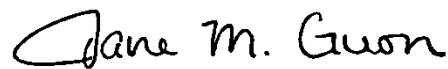
CONFORMITY WITH IIPRC STANDARDS

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]

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:

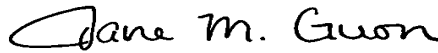
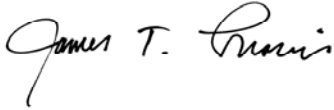
- If the Policy terminates;
- If the Primary Insured dies by Suicide as described in the Suicide provision of this Rider;
- If you make a Written Request to terminate this Rider;
- Upon the death of the last surviving Insured Child;
- Upon conversion of the final Insured Child's benefit to a new policy;
- 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 PREMIUM RIDER

BENEFIT

Subject to this Rider's terms and while this Rider is effective, we will waive payment of premiums for the policy to which this Rider is attached that become due while the Insured is Totally Disabled. If a covered period of Total Disability starts before Age 60, we will waive premiums for the period the Insured continues to be Total Disabled, until the policy terminates. If a covered period of Total Disability starts before Age 60 and continues to the policy anniversary on which the Insured attains Age 65, we will waive all further premiums regardless of the Insured's disability status, until the policy terminates. If a covered period of Total Disability starts after Age 60, we will not waive any premiums after Age 65. Premiums will be waived at the intervals in effect when Total Disability begins.

If Total Disability begins during the Grace Period for an unpaid premium, that premium must be paid in order to establish a valid claim under this Rider. All premiums that become due during the first 180 days of a covered period of Total Disability must be paid in order to prevent the policy from terminating due to nonpayment of premiums; however, upon approval of the disability claim, any such paid premiums will be refunded to you.

If the waiver benefit is in effect, all benefits included under the policy that are issued as riders or other attachments to the policy shall continue In Force.

Premiums waived under this Rider shall not be deducted from the Death Proceeds.

TOTAL DISABILITY

Total Disability means a condition which:

- Results from bodily injury accidentally sustained or sickness;
- Began after the effective date of coverage;
- Occurs before the Insured's Age 65;
- Lasts continuously for at least 180 days; and, either
- Stops the Insured from performing the substantial and material duties of the job; or
- Includes the Insured's total and irrecoverable 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 occupation for pay or profit at the time Total Disability began. After that, the "job" means any occupation for which the Insured is or becomes reasonably fitted by education, training, or experience. If the Insured is a student when Total Disability begins, the "job" means attending school.

NOTICE OF DISABILITY CLAIM

During the Insured's lifetime and while the Insured is Totally Disabled, we must receive notice of the Insured's Total Disability at our Service Center, on forms we provide. If you provide proof to us that it was not reasonably possible for you to give us notice within the time limits stated above, we will still pay benefits; however, you must give us notice within one year from the time the Insured recovers.

PROOF OF TOTAL DISABILITY

Before we pay a benefit, we must receive Proof of Total Disability while the Insured is alive and Totally Disabled, or as soon as reasonably possible. We will not waive premiums due more than one year before we first receive Proof of Total Disability. We may periodically require proof of continuing Total Disability. This proof may include a medical exam, at our expense, by a physician we select. During the first two years of Total Disability, we will not require such proof more than once every 30 days. After two years of Total Disability, we will not require such proof more than once a year. If a period of Total Disability begins before the Insured's Age 60 and continues to Age 65, thereafter we will not require proof of continuing Total Disability.

WAR SERVICE

Total Disability occurring in a period during which the Insured is in the armed forces of any country at war (declared or not) is not covered under this Rider. If any premiums for this Rider are paid during such a period and we are notified of this situation, we will refund these premiums.

OTHER EXCLUSIONS

Total Disability which results from self-inflicted injury, criminal activity, and drug use is not covered under this Rider. The following are excluded:

- Total Disability caused or contributed to by any attempt at suicide, or intentionally self-inflicted injury, while sane or insane;
- Total Disability caused or contributed to by active participation in a riot, insurrection or terrorist activity;
- Total Disability caused or contributed to by committing or attempting to commit a felony;
- Total Disability caused or materially contributed to by voluntary intake or use by any means of:
 - a) Any drug, unless prescribed or administered by a physician and taken in accordance with the physician's instructions; or
 - b) Poison, gas, or fumes, unless a direct result of an occupational accident.

PREMIUMS

Premiums for this Rider are payable in the amounts and at the intervals shown in the **Schedule**.

EFFECTIVE DATE

This Rider is effective on the Policy Date, shown in the **Schedule**. This Rider will terminate on the earliest of the following events:

- Our receipt of your Request to terminate this Rider; or
- Termination of the policy; or
- Non-payment of premium; or
- The Insured reaching Age 65.

Termination of this Rider means that new claims of Total Disability cannot be submitted, but will not affect any claim for a period of Total Disability that started before such termination.

INCONTESTABILITY

This Rider will be incontestable after it has been in effect during the Insured's lifetime as described in the Policy to which this Rider is attached, excluding any period during which the Insured is disabled.

GENERAL CONDITIONS

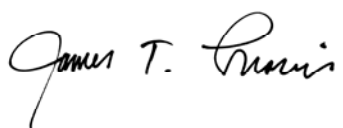
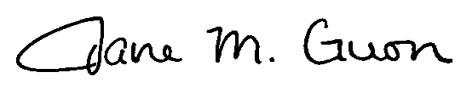
This Rider is part of the policy to which it is attached. This Rider has no cash value or loan value. All terms of the policy that do not conflict with this Rider's terms apply to this Rider.

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. **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 Policy Date.

Signed for Pacific Life Insurance Company,

Chairman, President and Chief Executive Officer
Secretary

[www.PacificLife.com]

[(800) 347-7787]

SAMPLE

LEVEL PREMIUM TERM LIFE INSURANCE POLICY

See *Schedule* for Premiums and Amount of Insurance

Policy is Convertible

Premiums Payable During Insured's Lifetime as shown in the *Schedule*

Premiums Subject to Change but will Not Exceed Maximum Premium

Insurance Payable at Insured's Death prior to the Policy Expiry Date while this Policy was
in effect

Nonparticipating – No Dividends