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Coverage Layer has its own Face Amount, Risk Class, Coverage Layer Date, and set of charges. Initial amounts will be shown in the Policy Specifications and any additional coverage layers added after issue will be shown in the Supplemental Schedule of Coverage.

Beneficiary – the person, people, entity or entities you name to receive the Death Benefit Proceeds.

Business Day- any day that the New York Stock Exchange and our Consumer Markets Division are open. It usually ends at 4:00 p.m. Eastern time. A Business Day is also called a trading day in your Policy.

Cash Surrender Value– the Policy's Accumulated Value less any surrender charge.

Cash Value Accumulation Test– one of two Death Benefit Qualification Tests available under the Policy, and defined in Section 7702(b) of the Tax Code.

Class– is used in determining Policy charges, interest credited, features of the Indexed Accounts, and depends on a number of factors including but not limited to the Death Benefit, Basic Face Amount and Face Amount, Coverage Layer, Policy Date, Policy duration, premiums paid, source of premium, Policy ownership structure, underwriting type, the Age and Risk Class of the Insured(s), required or scheduled additions or increases of Coverage Layers, and the presence of optional Riders and benefits.

Closing Value– the value of the Index as of the close of the New York Stock Exchange, which is usually 4:00 p.m. Eastern time. If no closing value is published for a given day, we will use the closing value for the next day for which closing value is published.

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

Coverage– insurance coverage on the Insured as provided by the Policy or other attached Riders.

Coverage Layer– is insurance coverage on the Insured provided by this Policy or insurance Coverage on the Insured under an optional Rider. Generally, increases in the Basic Face Amount under the Policy or additional life insurance coverage added by a Rider are referred to as a "Coverage Layer".

Coverage Layer Date– is the effective date of a particular Coverage Layer and is the date used to determine Coverage Layer months, years and anniversaries. The Coverage Layer Date for the initial Coverage Layer is the Policy Date as shown in the Policy Specifications.

Cutoff Date – 4:00 p.m. Eastern time, two Business Days before the Segment Start Date.

Death Benefit– the amount which is payable on the date of the Insured's death.

Death Benefit Proceeds- the amount which is payable to the Beneficiary on the date of the Insured's death, adjusted as provided in the Policy.

Death Benefit Qualification Test– either the Cash Value Accumulation Test or the Guideline Premium Test. This test determines what the lowest Minimum Death Benefit should be in relation to a Policy's Accumulated Value. Each test available under the Policy is defined in Section 7702 of the Tax Code.

Designated Account– an Indexed Account that we have classified as a Designated Account for the purposes of securing an Alternative Loan. We may add or remove Designated Accounts, at our discretion. See the Glossary for additional information.

Designated Account Value– the sum of the Segment Values for all Segments in each Designated Account.

Designated Amount– the amount you instruct us to allocate to an Indexed Fixed Option. We will only transfer the Designated Amount (or such lesser amount if Policy charges have been deducted, or if you have taken a withdrawal or Standard Loan) to an Indexed Fixed Option on a Segment Start Date. Any interest earned on the Designated Amount while it is allocated to the Fixed Account will not be transferred to an Indexed Fixed Option on a Segment Start Date.

Fixed Options– Investment Options that are part of our General Account and that consist of one or more Fixed Accounts available under this Policy. The Fixed Accounts available as of the Policy Date are the Fixed Account and the Fixed LT Account. Net Premium and Accumulated Value under the Policy may be allocated to one or more Fixed Accounts.

Free Look Right – your right to cancel (or refuse) your Policy and return it for a refund.

Free Look Transfer Date– the day we transfer Accumulated Value from the Fixed Account to the Investment Options you chose.

Fund – one of the funds providing underlying portfolios for the Variable Investment Options offered under the Policy.

General Account– includes all of our assets, except for those held in the Separate Account, or any of our other separate accounts.

Grace Period



**Lockout Period** – a 12-month period of time during which you may not make any transfers into the Indexed Fixed Options. A Lockout Period begins any time a deduction is taken from the Indexed Fixed Options as a result of a Standard Loan or withdrawal that is not part of a Systematic Distribution Program.

**Minimum Death Benefit** – is 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 life insurance under the Code. The Minimum Death Benefit is equal to the Minimum Death Benefit Percentage multiplied by the cash surrender value as determined under applicable tax law.

**Minimum Death Benefit Percentage**– is a factor used to determine the Minimum Death Benefit. This factor will depend on the Death Benefit Qualification Test that you have chosen. The Minimum Death Benefit Percentages as of the Policy Date are shown in the Policy Specifications.

**Minimum Segment Guaranteed Interest Rate**– the minimum annual rate that is added to each Index Segment on a monthly basis (annual rate divided by 12).

**Modified Endowment Contract** – a type of life insurance policy as described in Section 7702A of the Tax Code, which receives less favorable tax treatment on distributions of cash value than conventional life insurance policies. Classification of a Policy as a Modified Endowment Contract is generally dependent on the amount of premium paid during the first seven Policy Years, or after a material change has been made to the Policy.

**Monthly Deduction** – an amount that is deducted monthly from your Policy's Accumulated Value on the Monthly Payment Date until the Monthly Deduction End Date. See **YOUR POLICY'S ACCUMULATED VALUE – Monthly Deductions** section in this prospectus for more information.

**Monthly Deduction End Date**– is the date when Monthly Deductions end as shown in the Policy Specifications. This date is the Policy Anniversary when the Insured attains age 121.

**Monthly Payment Date**– the day we deduct monthly charges from your Policy's Accumulated Value. The first Monthly Payment Date is your Policy Date, and it is the same day each month thereafter.

**Net Accumulated Value**– the Accumulated Value less any Total Policy Debt.

**Net Amount At Risk** – the difference between the Death Benefit payable if the Insured died and the Accumulated Value of your Policy. We use a Net Amount At Risk to calculate the Cost of Insurance Charge. For Cost of Insurance Charge purposes, the Net Amount At Risk is equal to the Death Benefit as of the most recent Monthly Payment Date divided by 1.0008295, reduced by the Accumulated Value of your Policy.

**Net Cash Surrender Value**– the Cash Surrender Value less any Total Policy Debt.

**Net Premium**– premium paid less any premium load deducted.

**Owner** – the person named on the application who makes the decisions about the Policy and its benefits while it is In Force. Two or more Owners are called **Joint Owners**. See the **POLICY BASICS – Owners, the Insured, and Beneficiaries** section in this prospectus for more information.

**Participation Rate** – the percentage of the Index Growth Rate used to calculate the Segment Indexed Interest Rate.

**Policy Anniversary** – the same day as your Policy Date every year after we issue your Policy.

**Policy Date**

**Segment Guaranteed Interest**- the interest we credit daily to each Segment in the 1-Year Indexed Account, 1-Year High Cap Plus Indexed Account, and 1-Year No Cap Indexed Account from the Segment Start Date to the Segment Maturity at an annual rate equal to 0% for the Indexed Fixed Options.

**Segment Indexed Interest**- additional interest may be credited to the Segment at the end of the Segment Term based on the performance of the Index.

**Segment Indexed Interest Rate**- this is the rate that will be applied to a Segment at the end of a certain period after adjustment for any Participation Rate, any Growth Cap limits, or any reduction by a Threshold Rate. The specific calculation for each Indexed Account is described below.

The Segment Indexed Interest Rate for the 1-Year Indexed Account and the 1-Year High Cap Plus Indexed Account reflects any growth in the Index, multiplied by the Participation Rate, subject to the Growth Cap, that exceeds the Minimum Segment Guaranteed Interest Rate. It is equal to [the lesser of (a x b) and c] - d, but not less than zero where:

a = Index Growth Rate

b = Participation Rate

c = Growth Cap

d = Minimum Segment Guaranteed Interest Rate

The Segment Indexed Interest Rate for the 1-Year No Cap Indexed Account reflects any growth in the Index less the Indexed Threshold Rate multiplied by the Participation Rate that exceeds the Minimum Segment Guaranteed Interest Rate. It is equal to [(a x b) - c] x d, but not less than zero where:

a = Index Growth Rate

b = Indexed Threshold Rate

c = Participation Rate

d = Minimum Segment Guaranteed Interest Rate

**Segment Maturity** – the end of the Segment Term and the date we calculate any Segment Indexed Interest and credit it to the Segment.

**Segment Maturity Value**– the value of the Segment at Segment Maturity, including any Segment Indexed Interest.

**Segment Start Dates**- the dates on which the Segment begins to accrue interest. (Rate)1 sbd8rsst modexed gment GuaranDates any Pat SSain pere to th,egment any Padexed date

increase in coverage will result in an additional Basic Coverage Layer that have their own surrender charges that apply for 10 Policy years.

**Systematic Distribution Program**— a program of periodic distribution that we designate, which includes periodic distribution of the Policy's Accumulated Value through Policy loans and withdrawals while the Insured is alive and the Policy is In Force.

**Total Face Amount**— the sum of all Basic Face Amounts and the Face Amounts of any Riders providing life insurance coverage on the Insured, unless specifically excluded. The Total Face Amount is used in determining the Death Benefit under this Policy and the initial Total Face Amount is shown on the cover of your Policy or subsequent Supplemental Schedule of Coverage.

**Total Interest Credited** — the sum of Segment Indexed Interest plus Segment Guaranteed Interest that we credit to a Segment with the Indexed Fixed Options.

**Total Policy Debt**- is equal to the sum of any Standard Policy Debt plus any Alternate Policy Debt.

**Variable Account** — a subaccount of the Separate Account which invests in shares of a corresponding underlying Fund.

**Variable Account Value**— the total amount of your Policy's Accumulated Value allocated to the Variable Accounts.

**Variable Investment Option ("Variable Option")** — a Variable Account available under this Policy that is part of the Separate Account.

**When the Policy is In Force**— this Policy is In Force as of the Policy Date, subject to your acceptance of the delivered Policy and

FEES AND EXPENSES		LOCATION IN PROSPECTUS
	Variable Investment Options (Func 0.08% fees and expenses)	0.71%

<sup>1</sup> As a percentage of Fund net assets.

RISKS		LOCATION IN PROSPECTUS
Risk of Loss	You can lose money by investing in the Policy, including loss of principal and previous earnings.	Principal Risks of Investing in the Policy
Not a Short-Term Investment	<p>This Policy is not a short-term investment and is not appropriate for an investor who needs ready access to cash. The Policy is designed to provide a death benefit. This Policy may not be the right kind of policy if you plan to withdraw money or surrender your Policy for short-term needs. Withdrawals are not allowed in the first Policy Year.</p> <p>Surrender charges apply for up to 10 years after Policy issue and each Basic Life Coverage Layer added to the Policy. A surrender and withdrawal may be subject to negative tax consequences. If there is a reduction in the Face Amount of a Basic Life Coverage layer including decreases due to withdrawals, the surrender charge for the effected Basic Life Coverage Layer will not change.</p>	<p>Principal Risks of Investing in the Policy</p> <p>Surrendering Your Policy</p>
Risks Associated with Investment Options	<p>An investment in this Policy is subject to the risk of poor investment performance and cash value depending on the performance of the Investment Options available under the Policy (e.g. Funds).</p> <p>Each Investment Option (including any Fixed Option or Indexed Fixed Option) will have its own unique risks.</p> <p>You should review, working with your financial professional, the Investment Options before making an investment decision.</p>	<p>Principal Risks of Investing in the Policy</p> <p>Investment Options - Fixed Options</p> <p>Investment Options - Indexed Fixed Options</p> <p>Appendix: Funds Available Under the Policy</p>
Insurance Company Risks	Investment in the Policy is subject to the risks related to us, and any obligations (including Fixed Option or Indexed Fixed Option), guarantees, or benefits are subject to our claims paying ability. If we experience financial distress, we may not be able to meet our obligations to you. More information about us, including our financial strength ratings, is available upon request by calling us at (800) 347-7787 or visiting our website at <a href="http://www.PacificLife.com">www.PacificLife.com</a> .	<p>Principal Risks of Investing in the Policy</p> <p>About Pacific Life</p>
Policy Lapse	Your Policy remains In Force as long as you have sufficient Net Accumulated Value to cover your Policy's monthly deductions of Policy charges. Insufficient premium payments, poor investment performance, withdrawals, and unpaid loans or loan interest may cause your Policy to lapse – which means no death benefit will be paid. There are costs associated with reinstating a lapsed Policy and there is no guarantee that a reinstatement will be approved.	<p>Principal Risks of Investing in the Policy</p> <p>Lapsing and Reinstatement</p>

## RESTRICTIONS

LOCATION IN  
PROSPECTUS

Investments Not all Investment Options may be available to you.

Transfers between Investment Options are generally limited to 25 each calendar year. / transfers to or from the Fixed Account or Fixed LT Account will be counted towards the allowed each calendar year unless part of a transfer program (for example, the first year transfer service) or the transfer is from the Fixed Account to an Indexed Fixed Option. Transfers to or from a Variable Investment Option cannot be made before the seventh c



## OVERVIEW OF THE POLICY

### Purpose

The primary purpose of the Policy is to provide life insurance death benefit protection and flexibility for premium payments, and investment selections to meet your specific life insurance needs. This Policy may be appropriate if you are looking to provide a death benefit for family members or others. Discuss with your financial professional whether this Policy, its optional benefits and its Investment Options are appropriate for you, taking into consideration your age, income, net worth, tax status, insurance needs, financial objectives, investment goals, liquidity needs, time horizon, risk tolerance and relevant information. Together you can decide if this Policy is right for you. Also, before you purchase this Policy, you may request a personalized illustration of your hypothetical future benefits under the Policy based on your personal characteristics (e.g. age and risk class), Face Amount of your Policy, Death Benefit Option, Death Benefit Qualification Test, planned premium, any Rider requested, and historical or hypothetical gross rate of return.

### Premiums

After you pay the first premium payment, the Policy gives you the flexibility to choose the amount and frequency of your additional premium payments within certain limits. You may schedule your premium payments, referred to as planned premium, on an annual, semi-annual, quarterly, or monthly basis. You are not required to pay any planned premiums. However, payment of insufficient premiums may result in a lapse of the Policy. There is no guarantee that your Policy will not lapse even if you pay your planned premium. Your Policy will lapse if the Accumulated Value, less Total Policy Debt, is not enough to cover the monthly charge on the day we make the deduction. If this occurs, your Policy will enter its Grace Period. The Grace Period is 61 days from the date we give you a notice that explains the sufficient amount to pay to keep your Policy In Force. During the Grace Period, your Policy will remain In Force and continue to provide a death benefit. If sufficient premium has not been made within the Grace Period, your Policy will lapse. You should consider a periodic review of your coverage with your financial professional. This Policy offers riders that provide no-lapse protection for a certain period if rider conditions are met. See the Short-Term No-Lapse Guarantee Rider and the Flexible Duration No-Lapse Guarantee Rider in **OTHER BENEFITS AVAILABLE UNDER THE POLICY** section in this prospectus. Also see the **YOUR POLICY'S ACCUMULATED VALUE -Lapsing and Reinstatement** section in this prospectus.

Your net premium payments may be allocated to Variable Investment Options (each of which invests in a corresponding Fund), Fixed Options which provide a guaranteed minimum interest rate, and/or Indexed Fixed Options which may credit interest based in part on the performance of an underlying Index.

Additional information about the Funds is provided in the **APPENDIX: FUNDS AVAILABLE UNDER THE POLICY** section in this prospectus.

Federal tax law puts limits on the premium payments you can make in relation to your Policy's Death Benefit. We may refuse all or part of a premium payment you make, or remove all or part of a premium from your Policy and return it to you under certain circumstances, for example, if the amount of premium you paid would result in your Policy no longer qualifying as life insurance or becoming a Modified Endowment Contract under the Tax Code.

### Policy Features

#### Death Benefit

While the Policy is In Force, we will pay death benefit proceeds to the Beneficiary upon the death of the Insured. The death benefit proceeds equal the death benefit plus any additional benefit provided by a rider less any outstanding loan or unpaid Policy charges. You may choose between three Death Benefit Options:

Option A – the Total Face Amount of the Policy,

Option B – the Total Face Amount of the Policy plus the Accumulated Value, or

Option C – the Total Face Amount of the Policy plus the total premiums that have been paid, less any withdrawals or distributions that reduce your Accumulated Value.

Policy charges vary depending on which Death Benefit Option or Death Benefit Qualification Test is selected.

#### Withdrawals

You can withdraw part of the Accumulated Value starting on your Policy's first anniversary (no withdrawals may be made during the first year of the Policy but the Policy may be surrendered during the first year). Each withdrawal must be at least \$200 and after a withdrawal, the h Dr

Surrender



## FEE TABLES

The following tables describe the fees and expenses that you will pay when buying, owning, and surrendering or making

The next table describes the fees and expenses that you will pay periodically during the time you own the Policy, not including Fund fees and expenses.

<p>Minimum and Maximum guaranteed charge</p> <p>Minimum and Maximum current charge</p> <p>Charge for a representative Insured</p> <p>Coverage charge<sup>10</sup></p> <p>Minimum and Maximum guaranteed charge</p> <p>Minimum and Maximum current charge</p> <p>Charge for a representative Insured</p>	<p>Monthly Payment Date</p> <p>Monthly Payment Date</p>	<p>\$0.01–\$83.34 per \$1,000 of Net Amount At Risk</p> <p>\$0.01–\$83.34 per \$1,000 of Net Amount At Risk</p> <p>Maximum guaranteed charge during Policy Year 1 is \$0.22 \$1,000 of Net Amount At Risk for a male standard non-smoker who is Age 45 at Policy issue</p> <p>Current charge during Policy Year 1 is \$0.08 per \$1,000 of Amount At Risk for a male standard non-smoker who is Age 45 at Policy issue</p> <p>\$0.13–\$12.20 per \$1,000 of Rider Coverage Layer</p> <p>\$0.00–\$1.73 per \$1,000 of Rider Coverage Layer</p> <p>Maximum guaranteed charge during Policy Year 1 is \$0.93 \$1,000 of Rider Coverage Layer for a male standard non-smoker who is Age 45 at Policy issue with Death Benefit Option A<sup>3</sup></p> <p>Current charge during Policy Year 1 is \$0.09 per \$1,000 of Rider Coverage Layer for a male standard non-smoker who is Age 45 at Policy issue with Death Benefit Option A</p>
<p>Flexible Duration No-Lapse Guarantee Rider</p> <p>Minimum and Maximum guaranteed charge</p> <p>Minimum and Maximum current charge</p> <p>Charge for a representative Insured</p>	<p>Monthly Payment Date</p>	<p>\$0.01–\$0.33 per \$1,000 of Net Amount of Risk</p> <p>\$0.01–\$0.33 per \$1,000 of Net Amount of Risk</p> <p>Maximum guaranteed and current charge is \$0.03 per \$1,000 of Net Amount At Risk at the end of Policy Year 1 for a male standard non-smoker who is Age 45 at Policy issue</p>
<p>Scheduled Annual Renewable Term Rider</p> <p>Cost of Insurancē</p> <p>Minimum and Maximum guaranteed charge</p> <p>Minimum and Maximum current charge</p> <p>Charge for a representative Insured</p> <p>Coverage charge</p> <p>Minimum and Maximum guaranteed charge</p> <p>Minimum and Maximum current charge</p> <p>Charge for a representative Insured</p>	<p>Monthly Payment Date</p>	<p>\$0.01–\$83.34 per \$1,000 of Net Amount At Risk</p> <p>\$0.01–\$83.34 per \$1,000 of Net Amount At Risk</p> <p>Maximum guaranteed charge during Policy Year 1 is \$0.22 \$1,000 of Net Amount At Risk for a male standard non-smoker who is Age 45 at Policy issue</p> <p>Current charge during Policy Year 1 is \$0.03 per \$1,000 of Amount At Risk for a male standard non-smoker who is Age 45 at Policy issue</p> <p>\$0.13–\$12.20 per \$1,000 of Rider Coverage Layer</p> <p>The current Coverage charge for this Rider is \$0.00</p> <p>Maximum guaranteed charge during Policy Year 1 is \$0.93 \$1,000 of Rider Coverage Layer for a male standard non-smoker who is Age 45 at Policy issue with Death Benefit Option A<sup>3</sup></p>
<p>Overloan Protection 3 Rider</p> <p>Minimum and Maximum guaranteed charge</p> <p>Charge for a representative Insured</p>	<p>At exercise of benefit</p>	<p>1.12%–4.52% of Accumulated Value on date of exercise</p> <p>Maximum guaranteed charge for a male standard non-smoker who exercises the Rider at Age 85 is 2.97% of Accumulated Value on date of exercise</p>
<p>Annual Renewable Term Rider–Additional Insured</p> <p>Minimum and Maximum guaranteed</p>	<p>Monthly Payment Date</p>	<p>\$0.01–\$83.34 per \$1,000 of Rider Face Amount</p>

charge		
Minimum and Maximum current charge		\$0.01–\$83.34 per \$1,000 of Rider Face Amount
Charge for a representative Insured		Maximum guaranteed charge during Policy Year 1 is \$0.12 per \$1,000 of Rider Face Amount for a female standard non-smoker who is Age 45 at Policy issue  Current charge during Policy Year 1 is \$0.03 per \$1,000 of Rider Face Amount for a female standard non-smoker who is Age 45 at Policy issue
Premier LTC Rider	Monthly Payment Date	
Minimum and Maximum guaranteed charge		\$0.02–\$1.87 per \$1,000 of LTC Net Amount at Risk
Minimum and Maximum current charge		\$0.01–\$1.15 per \$1,000 of LTC Net Amount at Risk
Charge for a representative Insured		Maximum guaranteed charge is \$0.20 per \$1,000 of LTC Net Amount at Risk for a male, who is Age 45 at Policy Issue  Current charge is \$0.07 per \$1,000 of LTC Net Amount at Risk for a single male, who is Age 45 at Policy Issue with a 2.0% benefit

- <sup>1</sup> The charge is not deducted on and after your Policy's Monthly Deduction End Date.
- <sup>2</sup> Cost of insurance rates apply uniformly to all members of the same Class and vary based on Age, sex, and Risk Class of the Insured. The cost of insurance charges shown in the table may not be typical of the charges you will pay. Your Policy Specifications will indicate the guaranteed cost of insurance charge applicable to your Policy, and more detailed information concerning your cost of insurance charges is available on request from your life insurance producer or us. Also, before you purchase the Policy, you may request personalized Illustrations. Cost of insurance rates for your Policy will be stated in the Policy Specifications and calculated on the Net Amount At Risk.
- <sup>3</sup> Charges shown for the representative insured may not be typical of the charges you will pay.
- <sup>4</sup> The Coverage charge rate is based on the Age, sex, and Risk Class of the Insured on the Policy Date or date Rider is effective. It also varies with the Death Benefit Option you choose. Each Coverage Layer will have a corresponding Coverage charge related to the amount of the increase, based on the Age and Risk Class of the Insured at the time of the increase. A decrease in Face Amount will not decrease the applicable Coverage charge for any Coverage Layer. For the current Coverage charge, we use a Coverage Charge Factor which may reduce the amount charged and varies by Policy duration. Ask your life insurance producer for information regarding this charge for your Policy. The Coverage charge for your Policy and the Coverage charge schedule will be stated in the Policy Specifications.
- <sup>5</sup> In addition to the Standard Loan interest charge, the Standard Loan Account Value that is used to secure Standard Policy Debt will be credited interest at a minimum rate of 2.00% to help offset the Standard Loan interest charge of 2.25%. Standard Loan interest on the Standard Loan Account and Standard Policy Debt accrues on the Standard Loan Account. On each Policy Anniversary, any unpaid Standard Loan interest that has accrued is due on each Policy Anniversary. Any unpaid Standard Loan interest on each Policy Anniversary will be added to the Standard Loan Account. On each Policy Anniversary, we transfer the excess of the Standard Policy Debt over Standard Loan Account Value from the Investment Options to the Standard Loan Account. If the Standard Loan Account Value is greater than Standard Policy Debt, then such excess is transferred from the Standard Loan Account to the Variable Options or the Fixed Account on a proportionate basis according to your most recent allocation instructions.
- <sup>6</sup> There is no credited interest on the Alternate Loan Value balance (the amount used to secure the alternate loan); the amount to secure the loan remains in eligible Indexed Accounts (also called Designated Accounts).
- <sup>7</sup> Riders are described under **OPTIONAL RIDERS AND BENEFITS** section in this prospectus. Rider charges are based on the Age and Risk Class (the Overloan Protection 3 Rider also uses sex as a factor) of the person insured under the Rider on the effective date of the Rider. Ask your life insurance producer for information on optional Rider charges for your Policy. The charges for any optional benefit Riders you add to your Policy will be stated in the Policy Specifications.
- <sup>8</sup> The charge to exercise the Overloan Protection 3 Rider is shown as a table in your Policy Specifications. The charge varies by the Insured's sex, Risk Class and age at the time the Rider is exercised. For more information on this Rider, see **WITHDRAWALS, SURRENDERS AND LOANS – Overloan Protection 3 Rider** section in this prospectus.
- <sup>9</sup> This charge (\$24.50 per Policy) applies to the initial Basic Life Coverage Layer only and is not assessed against any additional Basic Life Coverage Layer.
- <sup>10</sup> A decrease in Face Amount will not decrease its Coverage charge because the Coverage charge is based on the Coverage Layer at issue and the charge is used to recover the expense of issuing the insurance coverage.

The next item shows the minimum and maximum total operating expenses charged by the Fund that you pay periodically during the time that you own the Policy. A complete list of Funds available under the Policy, including their annual expenses, may be found at the back of this document in the APPENDIX: FUNDS AVAILABLE UNDER THE POLICY.

### Annual Fund Expenses

	Minimum	Maximum
Expenses that are deducted from Fund assets, including management fees, distribution and/or service (12b-1) fees, and other expenses.	0.08%	0.71%

### PRINCIPAL RISKS OF INVESTING IN THE POLICY

#### Risk of Loss

You can lose money by investing in this Policy, including loss of principal and previous earnings. The Policy is not a deposit or obligation of, or guaranteed or endorsed by any bank. It is not federally insured by the Federal Deposit Insurance Corporation (FDIC) or the Federal Reserve Board, or any other government agency.

### Unsuitable as Short-Term Savings Vehicle (Surrender and Withdrawal Risk)

This Policy is not a short-term investment and is not appropriate for an investor who needs ready access to cash. The Policy is designed to provide a death benefit. The Policy may be inappropriate for you if you do not have the financial ability to keep it in force for a substantial period of time.

This Policy may not be the right kind of policy if you plan to withdraw money or surrender your Policy for short-term needs. Withdrawals cannot be taken until after the first year of the Policy and may be subject to withdrawal charges. A withdrawal will reduce your Accumulated Value and may significantly reduce the value of the death benefit or benefit riders under the Policy, potentially more than the amount withdrawn, and could even terminate a benefit rider. Withdrawals may also significantly increase the risk of policy lapse.

Surrender charges reduce the Cash Surrender Value of your Policy. Surrender charges apply for up to 10 years after Policy issuance for each Basic Life Coverage Layer added to the Policy. A surrender and withdrawal may be subject to negative tax consequences. If there is a reduction in the Face Amount of a Basic Life Coverage layer, including decreases due to withdrawals, the surrender charge for the effected Basic Life Coverage Layer will not change.

Please discuss your insurance needs and financial objectives with your life insurance producer. Together you can decide if the Policy is right for you. We are a variable life insurance policy provider. We are not a fiduciary and therefore do not give advice or make recommendations regarding the product.

Accumulated Value set aside to secure your loan is transferred to a Loan Account which earns interest daily at the Loan Account Credit Interest Rate. Taking out a loan, whether or not you repay it, will affect the growth of your Policy's Accumulated Value since the amount used to secure the loan will not participate in the investment experience of the Investment Options, will not be available to pay any Policy charges, may increase the risk of the Policy lapsing, and could reduce the amount of the Death Benefit.

### Risks Associated with Fixed Options

Under the Fixed Options, there are frequency, amount and/or percentage limits on how much may be transferred from the Fixed Options. These limits are significantly more restrictive than those that apply to transfers out of the Variable Investment Options and may take several Policy Years to transfer your Accumulated Value out of either of the Fixed Options to Variable Investment Options. Such restrictions on transfers from the Fixed Options may prevent you from reallocating your Accumulated Value at the times and in the amounts that you desire and may result in lower investment performance than if you allocated to Variable Investment Options. See the YOUR INVESTMENT OPTIONS – Transferring Among Investment Options and Market-timing Restrictions section in this prospectus. We declare the annual interest rate for the Fixed Options at our discretion, subject to a guaranteed minimum interest rate. You bear the risk that we will not declare an interest rate greater than the guaranteed minimum.

### Risks Associated with Indexed Fixed Options

The value of the Segments in each of the Indexed Fixed Options is based on the way we credit interest to a Segment. We add interest using Segment Index Interest which, in part, is based on any positive change in an external index. There is no guarantee that Segment Indexed Interest will be greater than zero, but it will never be negative. If the underlying Index remains level or declines over a prolonged period of time and we have not credited Segment Index Interest, you may need to increase premium payments to prevent the Policy from lapsing.

Once a Segment is created, you cannot transfer Accumulated Value out of that Segment until the end of the Segment Term. Money may be transferred out for withdrawals and Standard Policy Loans, however, a Lockout Period will apply if the withdrawal or Standard Loan is not part of a systematic distribution program.

We manage our obligation to credit Segment Indexed Interest in part by purchasing call options on the Index and by prospectively adjusting the Participation Rate, Segment Adjustment Factor, and/or Growth Cap (or Indexed Threshold Rate for the 1-Year No Growth Indexed Account) on future Segments to reflect changes in the costs of purchasing such call options (the price of call options varies with market conditions). In certain cases, we may reduce the Participation Rate, Segment Adjustment Factor or the Growth Cap or increase the Indexed Threshold Rate for a future Segment. If we do so, the amount of the Segment Indexed Interest which you may otherwise have received would be reduced. However, we will not change any rates, caps or thresholds below any guaranteed rates.

There is no guarantee that the Index described in this Prospectus will be available during the entire time you own your Policy. If the Index is discontinued or we are unable to utilize it, we may substitute a successor index of our choosing. If we do so, the performance of the new index would differ from the Index. This, in turn, may affect the Segment Indexed Interest you earn. There is no guarantee that we will offer the Indexed Accounts during the entire time you own your Policy. We may discontinue offering one (or more) of the Indexed Accounts at any time. If we discontinue an Indexed Account, you may transfer Indexed Accumulated Value to any other available Indexed Account or to the Fixed Options consistent with your Policy's investment and transfer restrictions at Segment Maturity. If you ewwd Loag0 may nsxed Aease pewwd Loimini incr34Mm1 (e s dlf4Mm1nk-1 ((t)1 (gtot)1s)-1 hih I5g the 3 oo the

## Cybersecurity and Business Continuity Risks

Our business is highly dependent upon the effective operation of our computer systems and those of our business partners. As a result, our business is potentially susceptible to operational and information security risks associated with the technologies, processes and practices designed to protect networks, systems, computers, programs and data from attack, damage or unauthorized access. These risks include, among other things, the theft, loss, misuse, corruption and destruction of data maintained online or digitally, denial of service on websites and other operational disruption, and unauthorized release of confidential customer information. Cyber-attacks affecting us, any third-party administrator, the underlying Funds, intermediaries, and other affiliated or third-party service providers may adversely affect us and your Policy Accumulated Value. For instance, cyber-attacks may interfere with Policy transaction processing, including the processing of orders from our website or with the underlying Funds; impact our ability to calculate Accumulated Unit Values, Subaccount Unit Values or an underlying Fund to calculate a net asset value; cause the release and destruction of confidential customer or business information; impede order processing; subject us and/or our service providers and intermediaries to regulatory fines and financial losses; and/or cause reputational damage. Cybersecurity risks may also impact the issuers of securities in which the underlying Funds invest, which may cause the Funds underlying your Policy to lose value. The constant change in technologies and increased sophistication and activities of hackers and others, continue to pose new and significant cybersecurity threats. While measures have been developed that are designed to reduce cybersecurity risks, there can be no guarantee or assurance that we, the underlying Funds, or our service providers will not suffer losses affecting your Policy due to cybersecurity or information security breaches in the future.

We are also exposed to risks related to natural and man-made disasters or other events, including (but not limited to) earthquakes, fires, floods, storms, epidemics and pandemics (such as COVID-19), terrorist acts, civil unrest, malicious acts and/or other events that could adversely affect our ability to conduct business. The risks from such events are common to all insurers. To mitigate such risks, we have business continuity plans in place that include remote workforces, remote system and telecommunication accessibility, and other plans to ensure availability of critical resources and business continuity during an event. Such events can also have an adverse impact on financial markets, U.S. and global economies, service providers, and Fund performance for the Funds available through your Policy. There can be no assurance that we, the Funds, or our service providers will avoid such adverse impacts due to such events and some events may be beyond control and cannot be fully mitigated or foreseen.

## POLICY BASICS

Pacific Admiral VUL is a flexible premium variable life insurance policy that insures the life of one person and pays Death Benefit Proceeds after that person has died.

When you buy a Pacific Admiral VUL life insurance Policy, you are entering into a contract with Pacific Life Insurance Company. Your contract with us is made up of your application, your Policy, applications to change or reinstate the Policy, any amendments, Riders or endorsements to your Policy, and Policy Specifications.

### Issuing the Policy

Your financial professional will assist you in completing your application for the Policy. Your financial professional's broker-dealer firm has up to 7 business days to review the application before it is sent to us. If we approve your application, we will issue your



If no Beneficiary (primary or contingent) is living when the Death Benefit Proceeds are payable, you, as the Policy Owner, will receive the Death Benefit Proceeds. If you are no longer living, the Death Benefit Proceeds will go to your estate.

You can change your Beneficiary at any time while the Insured is alive, and while the Policy is In Force. If you would like to change your Policy's Beneficiary, please contact us or your financial professional for a Change of Beneficiary Form. Once we receive and record your request, the change will be effective as of the day you signed the Change of Beneficiary Form.

## Policy Date

### Your Policy Date

This is the date upon which life insurance coverage under the Policy becomes effective. It is also the beginning of your first Policy Year. Your Policy's monthly, quarterly, semi-annual and annual anniversary dates are based on your Policy Date.

The Policy Date is set so that it never falls on the 29<sup>th</sup> or 31<sup>st</sup> of any month.

You or your financial professional may request that multiple applications have the same Policy Date and be placed In Force on a common date. For multilife or employer sponsored cases, please contact your financial professional for additional details.

### Backdating your Policy

You can have your Policy backdated up to 6 months, as long as we approve it.

Backdating in some cases may lower your cost of insurance rates since these rates are based on the Age of the Insured. Your first premium payment must cover the premium load and monthly charges for the period between the backdated Policy Date and the date your Policy is issued.

### Re-dating your Policy

Once your Policy is issued, you may request us to re-date your Policy. This means your Policy will have a new Policy Date. Re-dating will only be allowed back to the date money is received on your Policy, and can be the earlier of:

- The date your Policy is delivered to you and you paid initial premium, or

- The date we received the initial premium, if earlier than the delivery date.

If your delivery date is the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> of any month, the Policy will be dated the 28<sup>th</sup> of that month.

If the Policy is re-dated, no Policy charges will be deducted for any period during which Coverage was not provided under the terms of the Policy and all Policy charges will be calculated from the new Policy Date. There will be no Coverage before the new Policy Date.

It may be disadvantageous to request that the Policy be re-dated. A new Policy Date may cause an Insured's Age for insurance purposes to be higher, which may affect suicide and contestable clauses and surrender charge periods.

We will not re-date Policies that are issued with a temporary insurance premium. Policies issued with the P5.0 pre-determined under an employer or corporate sponsored plan may not be eligible to re-date.

## Illustrations

We will provide you with Illustrations based on different sets of assumptions upon your request.

- Illustrations based on information you give us about the Age of the person to be insured by the Policy, their Risk Class, the Amount of all Coverage Layers, the Death Benefit Option, planned premium payments, and any Rider requested. In addition, illustrations may also be requested that show the effect of withdrawals on the death benefit and benefits provided under a Rider requested,

- Illustrations that show the allocation of premium payments to specified Variable Accounts. These will reflect the expenses of the Fund in which the Variable Account invests.

- Illustrations used for the Issue that use a hypothetical gross rate of return up to 12% are available. Illustrations may also be requested that reflect net rates of return.

- Illustration used after your Policy is In Force use both historical and hypothetical rates.

You can request such Illustrations at any time. Such Illustrations reflect assumptions about the Policy's non-guaranteed elements about how you will use the Policy's options. Over time the Policy's actual non-guaranteed elements, and your actual use of the Policy's options, are likely to vary from the assumptions used in the Illustrations. For these reasons, actual Policy values will likely be more or less favorable than shown in such Illustrations. You can get one Policy Illustration free of charge per Policy Year. We reserve the right to charge \$25 for each additional Illustration.

## Your Free Look Right

Your Policy provides a free look period once the Policy is delivered to you and you sign the Policy delivery receipt. During the free look period, you have the Free Look Right to cancel (or refuse) your Policy and return it with instructions to us or your life insurance producer for a refund. The amount refunded may be more or less than the premium payments you have made and the length of the free look period may vary, depending on the state where you signed your application and the type of policy you purchased.

You will find a complete description of the free look period that applies to your Policy on the Policy's cover sheet or on a notice that accompanies it. Generally, the free look period ends 10 days after you receive your Policy, but in some states, the free look is different. See the APPENDIX: STATE LAW VARIATIONS section in this prospectus for a list of state variations to the free look period. Some states may also have a different free look period if you are replacing another life insurance policy. Please call us or your life insurance producer if you have questions about your Free Look Right.

We will allocate any premium payments we receive during the free look period in accordance with the requirements of the state in which your Policy was issued. In states that require us to return all premiums paid, your initial Net Premium will be allocated to the Fidelity VIP Government Money Market Variable Account and will remain there during the entire free look period. At the end of the free look period, your premiums will be allocated to the Investment Options you selected. In states that do not require us to return premiums paid, your initial Net Premium will be applied to the Investment Options you selected.

If your Policy was issued in a state that requires us to refund your premium, the amount of the refund is the greater of premium payments received during the Free-Look Period or the Policy's Accumulated Value, plus any Policy charges and fees deducted, Standard Policy Debt. If your Policy was issued in a state that does not require us to refund your premium, the amount we return to you will include:

- Any charges or taxes we have deducted from your premiums;

- The Net Premiums allocated to the Fixed Options;

- The Accumulated Value allocated to the Variable Investment Options; and

- Any monthly fees and charges we have deducted from your Policy's Accumulated Value in the Variable Investment Options.

The amount of your refund may be more or less than the premium payments you have made, depending on the state in which your Policy was issued. See the APPENDIX: STATE LAW VARIATIONS section in this prospectus for information on which states do or do not require refund of premiums paid.

For free look rights under the Premier LTC Rider, see the OPTIONAL RIDERS AND BENEFITS – Premier LTC Rider – 30-Day Right to Examine section in this Prospectus.

### California Policies

For Policies issued in the state of California, the Policy's free look period is 30 days from date of delivery as of the Policy effective date if:

- An individual Policyowner is Age 60 or older; or

- The Policyowner is either a Guardian, a Custodian or an Individual Trust, and the Insured is age 60 and over.

During the 30-day free look period, we will hold the Net Premiums in the Fidelity VIP Government Money Market Variable Account. On the day following the end of the 30-day free look period, we will automatically transfer the Accumulated Value in the Fidelity® VIP Government Money Market Variable Account to the Investment Options you chose. This automatic transfer to your Investment Option allocation choices is excluded from the transfer limitations described later in this prospectus. If you exercise your Free Look Right, you will receive a check for the amount of the refund.

Any monthly charges and fees we have deducted from your Policy's Accumulated Value in the Variable Investment Options

## Timing of Payments, Forms and Requests

### Effective date

Once your Policy is In Force, the effective date of payments, forms and requests you send us is usually determined by the day and time we receive the item In Proper Form.

You may reach our service representatives on any Business Day at (800) 347-7787 between the hours of 6 a.m. through 5 p.m. local time.

Please send your forms and written requests or questions to:

Pacific Life Insurance Company  
P.O. Box 2030  
Omaha, NE 68103

Unless you receive premium notices via list bill, send premiums (other than initial premium) to:

Pacific Life Insurance Company  
P.O. Box 100957  
Pasadena, California 91189-0957

We accept faxes for variable transaction requests (transfers, allocation changes, rebalancing and loans) at: (866) 398-0467

You may also submit variable transaction requests electronically at: [Transactions@pacificlife.com](mailto:Transactions@pacificlife.com)

Sending any application, premium payment, form, request or other correspondence to any other address will not be considered In Proper Form and will result in a processing delay.

Premium payments, loan requests, transfer requests, loan payments or withdrawal or surrender requests that we receive In Proper Form on a Business Day will be effective as of the end of that day, unless the transaction is scheduled to occur on another Business Day. If we receive your payment or request at or after the time of the close of a Business Day, your payment or request will be effective as of the end of the next Business Day. If a scheduled transaction falls on a day that is not a Business Day, we will process it as of the end of the next Business Day.

Other forms, notices and requests are normally effective as of the next Business Day after we receive them In Proper Form, unless the transaction is scheduled to occur on another Business Day. Change of Owner and Beneficiary Forms are effective as of the day you sign the change form, once we receive them In Proper Form.

### Electronic Information Consent

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When we make payments and transfers

We will normally send the proceeds of withdrawals, loans, surrenders, exchanges and Death Benefit payments, and process transfer requests, within seven days after the effective date of the request in Proper Form. We may delay payments and transfers, or the

For electronic delivery, you must provide us with a current and active e-mail address and have Internet access to use this service. While we impose no additional charge for this service, there may be potential costs associated with electronic delivery, such as charges. Documents will be available on our Internet website. You may access and print all Documents provided through this service. As Documents become available, we will notify you of this by sending you an e-mail message that will include instructions on how to retrieve the Document. You are responsible for any e-mail filters that may prevent you from receiving e-mail notifications and for notifying us promptly in the event that your e-mail address changes. You may revoke your consent for electronic delivery at any time provided that we are properly notified, and we will then start providing you with a paper copy of all required Documents. We will provide you with paper copies at any time upon request. Such a request will not constitute revocation of your consent to receive required Documents electronically.

### Telephone and Electronic Transactions

By electing this option on the application, you authorize us to accept telephone and electronic instructions for the following transactions:

- Transfers between Investment Options
- Initiate the dollar cost averaging
- Rebalance Variable Investment Options
- Change future premium allocation instructions
- Initiate loans.

If you do not authorize us to accept telephone or electronic instructions on your application, you can later instruct us to accept telephone or electronic instructions. If you do not authorize us to accept telephone or electronic instructions, we will start providing you with a paper copy of all required Documents.

## DEATH BENEFITS

### The Death Benefit

We will pay Death Benefit Proceeds to your Beneficiary after the Insured dies while the Policy is still In Force. Your Beneficiary generally will not have to pay federal income tax on the portion of any Death Benefit Proceeds that are payable as a lump sum at death. Some Riders and settlement options may affect how the Death Benefit Proceeds are paid. See the OPTIONAL RIDERS AND BENEFITS section in this prospectus for more details.

Your Policy's Death Benefit depends on three choices you must make:

The Total Face Amount

The Death Benefit Option

The Death Benefit Qualification Test

The Policy's Death Benefit is the higher of:

1. The Death Benefit calculated under the Death Benefit Option in effect; or
2. The Minimum Death Benefit according to the Death Benefit Qualification Test that applies to your Policy.

Certain Riders may impact the Policy's Death Benefit, see the OPTIONAL RIDERS AND BENEFITS section in this prospectus.

Withdrawals and Policy Loans may impact the Policy's Death Benefit, see the WITHDRAWALS, SURRENDERS AND LOANS section in this prospectus for more details.

### The Total Face Amount

The Face Amount of your Policy and any Rider providing Coverage on the Insured is used to determine the Death Benefit as well as certain Policy charges, including the cost of insurance, Coverage charge and surrender charges.

Your Policy's Total Face Amount is made up of one or more of the following types of Coverage:

1. Basic Face Amount – the Face Amount under the Policy
2. Face Amount under the Annual Renewable Term Rider (ART)
3. Face Amount under the Scheduled Annual Renewable Term Rider (S-ART)

Your Policy must have a Basic Face Amount. You may also select S-ART and ART Coverage at Policy issue. These riders are described in the Optional Riders and Benefits.

Each type of Face Amount you select creates a Coverage Layer. Your Policy's initial amount of insurance Coverage, which you select in your application, is its initial Face Amount. The Policy's Total Face Amount is the sum of the Face Amounts of all Coverage Layers. The Coverage Layers you select in your application are effective on the Policy Date. You will find your Policy's Total Face Amount, which includes any increases or decreases, in the Policy Specifications in your Policy.

If you request an increase in Face Amount, a new Coverage Layer will be created, with its own Coverage Layer Date and Policy charges.

If you request a decrease in Face Amount, the Coverage charge will be adjusted (see the Policy Specifications for details).

We will refuse your request to make the Basic Face Amount less than \$1,000.00.

#### Requesting an Increase in Face Amount

You may request an increase in the Face Amount under the Policy or ART rider. Each increase will create a new Coverage Layer.

Here are some additional things you should know about requesting an increase in the Face Amount under the Policy:

The Insured must be Age 90 or younger at the time of the increase.

You must give us satisfactory Evidence of Insurability.

Each increase you make to the Face Amount must be a minimum of \$25,000.

Each increase in Face Amount may have an associated cost of insurance rate, Coverage charge and may have a surrender charge. Any cost or charge changes will take effect on the next Monthly Payment Date after the Face Amount increase is applied to the Policy. Any increase under the Annual Renewable Term Rider will not have a corresponding surrender charge.

There is a \$100 charge for any unscheduled increases in Face Amount under the ART rider. Currently, we are not imposing a \$100 charge.

We reserve the right to limit Face Amount increases to one per Policy Year.

A requested increase in Face Amount will terminate the Flexible Duration No-Lapse Guarantee Rider. **OPTIONAL RIDERS AND BENEFITS – Flexible Duration No-Lapse Guarantee Rider** section in this prospectus.

#### Term Increases in Face Amount

Your Policy may be issued with the Scheduled Annual Renewable Term Rider (S-ART). Under this rider there may be scheduled annual renewable term insurance coverage increases in Face Amount, under the S-ART Rider. In this Rider, a scheduled increase is referred to as a Term Increase. All Term Increases will be shown in the Policy Specifications. Future Term Increases will not require future medical underwriting, but may in some instances require financial underwriting. Financial underwriting generally includes a review of the Insured's earned income and net worth in relation to the amount of life insurance coverage requested.

A Term Increase in S-ART Coverage will increase the Face Amount of the existing Coverage Layer.

There is a cost of insurance charge associated with each such Term Increase that has gone into effect and continues to be in effect. Such cost of insurance charge is part of the Monthly Deduction for the Policy and is calculated the same as that for other Coverage Layers, subject to maximum cost of insurance Rates that are the same as those applicable to the initial Coverage Layer. The monthly Cost of Insurance Rates are shown in the Policy Specifications. There is also a guaranteed Coverage charge associated with each Term Increase. The guaranteed Coverage charge is based on the current S-ART Face Amount. There is no surrender charge associated with a Term Increase.

#### Other Increases in Face Amount

The Policy's Face Amount may increase under the Policy, the S-ART Rider or the ART Rider when you request a change in Death Benefit Option. In this case, we will increase the Face Amount of the most recently issued Coverage Layer. If there are Basic, S-ART and ART Coverage Layers with the same Coverage Layer Date, we will increase the ART first, then the S-ART, and finally the Basic Face Amount.

#### Requesting a Decrease in Total Face Amount

You may request a decrease in the Policy's Total Face Amount. A decrease in the Total Face Amount is subject to the following limits:

We do not allow decreases during the first Policy Year

You may only request one decrease per Policy Year

The Policy's Basic Face Amount must be at least \$1,000 following a decrease. We can refuse your request if the change in Face Amount would mean that your Policy no longer qualifies as Life Insurance under the Code

Unless you have told us otherwise in writing, any request for a decrease will not take effect if the Policy would be classified as a Modified Endowment Contract under the Code.

Decreasing the Total Face Amount may affect your Policy's tax status. To ensure your Policy continues to qualify as life insurance, we might be required:

To return part of your premium payments to you if you have chosen the Guideline Premium Test, or

To make distributions from the Accumulated Value, which may be taxable. For more information, please see the **OPTIONAL LIFE INSURANCE AND YOUR TAXES** section in this prospectus

We can refuse your request if the amount of any distributions would exceed the Net Cash Surrender Value under the Policy.

If there is a decrease in Total Face Amount, the Coverage charge will not change and the cost of insurance charge may decrease. The Face Amount decrease may affect the Net Amount At Risk. No surrender charge is imposed on a Face Amount decrease.

### Processing of Decreases

Decreasing the Total Face Amount, whether as a result of your request or as a result of a withdrawal or change in Death Benefit Option, will reduce the Face Amount of the Coverage Layers.

We will apply any decrease in the Face Amount to eligible Coverage Layers to the most recent eligible increases you made to the Amount first and then to the Initial Face Amount.

If more than one Coverage Layer has the same Coverage Layer Date, we will first reduce the Face Amount of any S-ART Rider Coverage Layer first, then any ART Rider Coverage Layer, then the Basic Face Amount of any Policy Coverage Layer.

If you elected an accelerated death benefit rider, any accelerated Death Benefit payments made under a rider will decrease the Total Face Amount. You can find specific information about this decrease in the applicable rider description which can be found in the OPTIONAL RIDERS AND BENEFITS section in this prospectus.

### Death Benefit Options

The Policy offers three Death Benefit Options, Options A, B, and C. The Death Benefit Option you choose will generally depend on which is more important to you: the amount of the Death Benefit, Cost of Insurance Charges or the Accumulated Value of your Policy.

Death Benefit Option A provides a death benefit equal to the Total Face Amount of the Policy. Additional premiums and Investment Option performance do not change the Total Face Amount, except in limited circumstances to ensure that the Policy qualifies as insurance under the Code. However, additional premiums and positive Investment Option performance will increase the Accumulated Value and decrease the Net Amount At Risk which may, in turn, reduce Cost of Insurance charges. Withdrawals may reduce the Face Amount depending on the timing, withdrawal amount and withdrawal frequency during a Policy year.

Death Benefit Option B provides a death benefit equal to the Total Face Amount of the Policy plus the Accumulated Value. Additional premiums and positive Investment Option performance will increase the death benefit. However, since the death benefit under this option is based, in part, on the Accumulated Value, Policy charges and negative Investment Option performance may decrease the death benefit. Cost of Insurance charges are generally higher than Death Benefit Option A. Withdrawals do not reduce the Total Face Amount, but they do reduce the Accumulated Value which will in turn reduce the Death Benefit.

Death Benefit Option C provides a death benefit equal to the Total Face Amount of the Policy plus the total premiums paid, minus withdrawal or distributions that reduce the Accumulated Value. The more premiums you pay and the less you withdraw, the larger the Death Benefit, subject to the Option C Death Benefit Limit. However, while taking withdrawals does not reduce the Total Face Amount, it does increase the sum of the withdrawals, which has the effect of reducing the Death Benefit. Cost of Insurance charges are generally higher than Death Benefit Option A.

Below is a chart that compares each Death Benefit Option based on features you may want to consider.

<u>Feature</u>	<u>Death Benefit Option A</u>	<u>Death Benefit Option B</u>	<u>Death Benefit Option C</u>
Death Benefit	Equal to Total Face Amount	Equal to Total Face Amount plus Accumulated Value	Equal to Total Face Amount plus total premiums paid less any withdrawals or distributions that impact your Accumulated Value subject to the Option C Death Benefit Limit.
Cost of Insurance	Generally, higher Accumulated Value will decrease the Net Amount at Risk. This may in turn reduce Cost of Insurance charges. Cost of Insurance charges are generally lower than Death Benefit Option B and C.	Generally, higher Accumulated Values will have no impact on the Net Amount at Risk. Cost of Insurance charges are generally higher than Death Benefit Option A.	Generally, higher Accumulated Values will decrease the Net Amount at Risk, but premium payments will increase your Net Amount at Risk. Cost of Insurance charges are generally higher than Death Benefit Option A.
Accumulated Value	The Accumulated Value has no impact on your death benefit except to ensure that the Policy qualifies as life insurance under the Code (see the Minimum Death Benefit in the Death Benefits – Death Benefit Qualification Test section in this prospectus). However, your Cost of Insurance Charges are generally lower than Death Benefit Option B and C. Low	The higher your Accumulated Value the higher the Death Benefit. However, your Cost of Insurance Charges are generally higher than Death Benefit Option A and higher Cost of Insurance Charges can lead to lower Accumulated Values.	The Accumulated Value has no impact on your death benefit except to ensure that the Policy qualifies as life insurance under the Code (see the Minimum Death Benefit in the Death Benefits section).



	Cost of Insurance charges can lead to higher Accumulated Values.		and higher Cost of Insurance Charges can lead to lower Accumulated Values.
Impact of Withdrawals	May reduce Total Face Amount and if it does, there will be a reduction in the Death Benefit.	Does not reduce Total Face Amount. But it does reduce the Accumulated Value which will in turn reduce the Death Benefit.	Does not reduce Total Face Amount. But it does increase the total sum of withdrawals, which will reduce the Death Benefit.

All three Death Benefit Options in the table above and their features may be impacted by the Minimum Death Benefit. See the Benefits– Death Benefit Qualification Test section in this prospectus.

Here are some things you need to know about the Death Benefit:

You choose your Death Benefit Option and Death Benefit Qualification Test on your Policy application.

If you do not choose a Death Benefit Option, we will assume you have chosen Option A.

You can change from any Death Benefit Option to Option A or Option B.

You cannot change from Death Benefit Option A or B to Option C.

The change will become effective on the first Monthly Payment Date after we receive your request. If we receive your request on a Monthly Payment Date, we will process it that day.

We will not let you change the Death Benefit Option if doing so means the Basic Face Amount of your Policy will become less than \$1,000.

Changing the Death Benefit Option can also affect the monthly cost of insurance charge since this charge varies with the Net Amount At Risk.

The new Death Benefit Option will be used in all future calculations.

We will not change your Death Benefit Option if it means your Policy will be treated as a Modified Endowment Contract, unless you have told us in writing that this would be acceptable to you. Modified Endowment Contracts are discussed in the **MODIFIED LIFE INSURANCE AND YOUR TAXES** section in this prospectus.

Changing your Death Benefit Option will increase or decrease your Total Face Amount under the Policy. The Total Face Amount of your Policy will change by the amount needed to make the Death Benefit under the new Death Benefit Option equal the Death Benefit under the old Death Benefit Option just before the change.

If the change is an increase in the Total Face Amount, we will process the increase as described in the **DEATH BENEFITS – Other Increases in Face Amount** section in this prospectus. If the change is a decrease in the Total Face Amount, we will process the decrease as described in the **DEATH BENEFITS – Changing the Face Amount – Processing of Decreases** section in this prospectus.

### Death Benefit Qualification Test

In order for your Policy to be qualified as Life Insurance under the Code, it must qualify under one of two Tests, the Cash Value Accumulation Test (CVAT) or the Guideline Premium Test (GPT).

You choose one of these Death Benefit Qualification Tests on your application. If no Death Benefit Qualification Test is chosen, we will confirm the desired Death Benefit Qualification Test selection with your life insurance producer. Your Death Benefit Qualification Test determines the following:

Premium limitations

Amount of Minimum Death Benefit

Each test determines what the Minimum Death Benefit should be in relation to your Policy's Accumulated Value. The Death Benefit determined under either test will be at least equal to the amount required for the Policy to qualify as life insurance under the Tax Code.

### Comparing the Death Benefit Qualification Tests

The table below shows a general comparison of how features of your Policy may be affected by your choice of Death Benefit Qualification Test. When choosing between the tests, you should consider:

	Cash Value Accumulation Test	Guideline Premium Test
Premium payments	Allows flexibility to pay more premium	Premium payments are limited under the Tax Code
Death Benefit	Generally higher than Guideline Premium Test	Generally lower than CVAT
Monthly cost of insurance charges	May be higher, if the Death Benefit is higher	May be lower, except perhaps in early years of Policy.
Face Amount decreases	Will not require return of premium or distribution of Accumulated Value	May require return of premium or distribution of Accumulated Value to continue Policy as life insurance

<sup>1</sup> If you want to pay a premium that increases the Net Amount At Risk, you will need to provide us with satisfactory evidence of insurability before we can increase the Death Benefit. In this event, your cost of insurance charges will also increase. Cost of insurance charges are based, among other things, upon your Policy's Net Amount At Risk. See **OUR POLICY'S ACCUMULATED VALUE**.

The example below assumes the following:

The Insured is Age 45 at the time the Policy was issued and dies at the beginning of the sixth Policy Year;

Face Amount is \$100,000

Accumulated Value at the date of death is \$25,000

Total premium paid into the Policy is \$30,000

The Minimum Death Benefit under the Guideline Premium Test is \$46,250 (assuming a Guideline Minimum Death Benefit Percentage of 185% of the Accumulated Value)

The Minimum Death Benefit under the Cash Value Accumulation Test is \$46,250 (assuming a Cash Value Accumulation Test Minimum Death Benefit Percentage of 185% of the Accumulated Value).

Death Benefit Option	How it's calculated	If you select the Guideline Premium Test, the Death Benefit is the larger of these two amounts		Net Amount At Risk used for cost of insurance charge
		Death Benefit under the Death Benefit Option	Minimum Death Benefit	
Option A	Total Face Amount	\$100,000	\$46,250	\$74,917.12
Option B	Total Face Amount plus Accumulated Value	\$125,000	\$46,250	\$99,896.40
Option C	Total Face Amount plus premiums less distributic	\$130,000	\$46,250	

Death Benefit Option	How it's calculated	If you select the Cash Value Accumulation Test, the Death Benefit is the larger of these two amounts		
		Death Benefit under the Death Benefit Option	Minimum Death Benefit	Net Amount At Risk used for cost of insurance charge
Option A	Total Face Amount	\$100,000	\$138,750	\$63,635.00
Option B	Total Face Amount plus Accumulated Value	\$175,000	\$138,750	\$99,854.96
Option C	Total Face Amount plus premiums less distributic	\$130,000	\$138,750	\$63,635.00

### When We Pay the Death Benefit

We calculate the amount of the Death Benefit Proceeds effective the end of the day the Insured dies. If the Insured dies on a day not a Business Day, any portion of the Death Benefit Proceeds attributed to the Variable Accumulated Value is determined as of next Business Day.

We will pay the Death Benefit Proceeds after receiving proof that the Insured died while the Policy was In Force, along with payment instructions. Your Beneficiary can choose to receive the Death Benefit Proceeds in a lump sum or we may make other options available in addition to the single check option.

Death Benefit Proceeds equal the total of the Death Benefits provided by your Policy and any Riders you have added, minus any Total Policy Debt, minus any overdue Monthly Deductions.

If required by state law, we will pay interest on the Death Benefit Proceeds from the date of death to the date the claim is paid at not less than the rate payable for funds left on deposit that is in effect on the date of death which, will vary by state. See the APPENDIX: STATE LAW VARIATION 5 deposits 2T/TT0 9 0 0 Proceeds euf VAR3eds eefnus any

OTHER BENEFITS AVAILABLE UNDER THE POLICY

In addition to the standard death benefits associated with your Policy, other standard and/or optional benefits may also be available to you. The following table summarizes information about those benefits. Information about the fees associated with each benefit included in the table may be found in the FEE TABLE section.

Name of Benefit	Purpose	Is Benefit Standard or Optional?	Brief Description of Restriction/Limitations
Dollar Cost Averaging	Allows you to make scheduled transfers between Variable Investment Options.	Standard	<p>Each transfer must be for \$50 or more.</p> <p>Transfers can be scheduled month quarterly, semi-annually or annual</p> <p>The Variable Investment Option must have at least \$5,000 to start.</p> <p>May not use this service and the Portfolio Rebalancing, First Year Transfer, or Fixed Option Interest Sweep at the same time.</p>
First Year Transfer	Allows you to make monthly transfers from the Fixed Account to the Variable Investment Options during the Policy's first year.	Standard	<p>Must enroll when you apply for the Policy.</p> <p>May not use this service and the Dollar Cost Averaging, Portfolio Rebalancing, or Fixed Option Interest Sweep at the same time.</p>
Fixed Option Interest Sweep	Allows you to make scheduled transfers of the accumulated earnings from the Fixed Account or Fixed Life Account to the Variable Investment Options.	Standard	<p>Each transfer must be at least \$50. If the earnings are not \$50 at the time of transfer, the transfer will be held until the next scheduled transfer date when the interest earnings are at least \$50.</p> <p>May not use this service and the Dollar Cost Averaging, Portfolio Rebalancing, or First Year Transfer at the same time.</p>

Automated Income Option	Allows you to make scheduled withdrawals or loans from the Policy.	Standard	<p>This option is available for use after the 7<sup>th</sup> Policy Anniversary.</p> <p>The Policy must have a minimum Net Cash Surrender Value of \$50,000 to start withdrawals or loans under this option and cannot be a Modified Endowment Contract.</p> <p>Withdrawals or loans can be scheduled monthly or annually.</p> <p>Each withdrawal or loan must be at least \$500 for monthly or \$1,000 for annual.</p> <p>Withdrawals or loans will be taken from each Investment Option in proportion to the Accumulated Value in each Investment Option.</p> <p>Any additional withdrawal or loan made that is not part of this option will cause this option to cancel and delay in restarting a new schedule under this option.</p>
Scheduled Indexed Transfer Program	Allows you to make scheduled transfers from the Fixed Account to the available Indexed Fixed Option	Standard	<p>Must specify one of the two available methods to make the allocation: the Specified Amount method or the Period Depletion method.</p> <p>Allocations from the Fixed Account to new segments of an Indexed Fixed Option will occur on the Transfer Date after any other transfers or premium payments allocations have occurred.</p>
Annual Renewable Term Rider	Provides term insurance on the Insured.	Optional	<p>Must be elected at Policy issue. Additional cost applies.</p> <p>Available for Insured's Age 90 or younger at issue.</p> <p>Any increase in face amount under the rider will be subject to satisfactory evidence of insurability</p>



<p>Overloan Protection 3 Rider</p>	<p>Provides Policy lapse protection if Policy debt through a Standard Loan is greater than the Accumulated Value, resulting in the Policy being overloaned.</p>	<p>Standard</p>	<p>Automatically issued on your Policy if eligibility requirements are met. Additional one-time cost at exercise of benefit.</p> <p>Benefit cannot be exercised during the first 15 Policy years, before the Insured is Age 75, while there is an Alternate Loan in effect, the Policy has entered the Grace Period, or if Death Benefit Option B or C was elected (can change to Option A to exercise benefit).</p> <p>Once exercised, no premiums, withdrawals, loan repayments (other than loan interest due), a Policy benefit change or addition at your request, or transfers at your request between Investment Options may occur.</p> <p>If the Rider is exercised, all Accumulated Value in the Investment Options and Segment Maturity Value of any Indexed Account at Segment Maturity will be transferred to the Fixed Account.</p> <p>If the Rider is exercised, any accelerated death benefit riders (Premier LTC, Premier Living Benefit 2, Premier Living Benefit, and Terminal Illness Riders) will terminate and any increases in Face Amount that are scheduled to take effect after exercise of this Rider will be cancelled.</p>
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Premier LTC Rider

Provides access to all or a portion of the Policy death benefit proceeds if the Insured has been certified as a chronically ill individual. Optional

Must be elected at Policy issue. Additional cost applies. Subject to the eligibility and other conditions described in the rider. Some of the conditions include the Insured being certified as a chronically ill individual, meeting the 90-day Elimination Period before benefits are payable, and obtaining written consent for benefit payment by any assignee or irrevocable



Premier Living Benefits Rider	Provides access to all or a portion of the Policy death benefit proceeds if the Insured has been certified as a chronically ill individual.	Standard	<p>Must be elected at Policy issue. Only available for Policies issued in California.</p> <p>Subject to the eligibility and other conditions described in the rider such as certification of having a chronic illness, making a written request for benefits, and not exceeding the maximum amount of the Death Benefit that may be utilized for chronic illness benefits. Benefits may be requested once every 12-month period.</p> <p>When benefits are paid, the Policy death benefit will be reduced by an amount greater than the benefit payment. Other Policy values will be reduced pro rata.</p> <p>Chronic illness must be certified by licensed health care practitioner (not the insured, owner, beneficiary, or relative).</p> <p>If the Rider is exercised, certain Policy values including the Total Face Amount, Death Benefit, Accumulated Value, loan amounts, and Cost of Insurance charges (in most cases) will be reduced. In addition, any Automated Income option or other systematic distribution program will be discontinued.</p>
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Terminal Illness Rider	Provides access to a portion of the Policy death benefit proceeds if the Insured has been certified as a terminally ill individual.	Standard, unless eligible for Premier Living Benefits Rider 2.	<p>Available at Policy issue.</p> <p>Not available for Policies issued with the Premier Living Benefits Rider 2.</p> <p>Issued when Premier Living Benefits Rider 2 is not issued.</p> <p>You may opt out of the Rider at any time.</p> <p>Subject to the eligibility and other conditions described in the Rider such as certification of having a terminal illness, making a written request for benefits, and not exceeding the maximum amount of the Death Benefit that may be utilized for terminal illness benefits.</p> <p>Terminal illness must be certified by a licensed physician (not the Insured Owner, or Immediate Family Member).</p> <p>When benefits are paid, certain Policy values (the Total Face Amount, Accumulated Value, Policy Debt, Loan Account, Loan Account Value, and any surrender charges) will be reduced by the Acceleration Percentage. In addition, any Automated Income option or other systematic distribution program will be discontinued.</p>
Conversion Rider	Allows you to convert eligible coverages into a new Policy.	Standard	<p>Automatically added at Policy issue.</p> <p>If the Policy's Face Amount has been increased and that resulted in insurance coverage with Risk Classes that differ from the Policy's original insurance coverage, the new Policy will be issued with the Risk Class of the most recent insurance coverage added.</p> <p>If exercised, a new Policy will be issued and any insurance coverage under this Policy will terminate.</p>
Alternate Loan Rider 2	Allows an alternative to the Standard Loan under the Policy and when you borrow money using the Indexed Accounts as security for the loan, the money backing the loan will remain invested in those Indexed Accounts.	Standard	<p>Automatically added at Policy issue.</p> <p>Available starting in Policy Year 3.</p> <p>Must have Accumulated Value allocated to the Indexed Accounts to use this loan.</p> <p>Loan interest rate charged on amount borrowed is higher than the Standard Loan interest rate.</p> <p>Currently, all Indexed Accounts are available for use with this benefit.</p>

Minimum Indexed Benefit  
Rider

**Short Term No-Lapse Guarantee Rider** The no lapse guarantee under this Rider is designed to last for a certain guarantee period long as certain minimum premiums are paid. This Rider provides that the Policy and any optional benefits you have elected will remain In Force during the guarantee period as long as the No-Lapse Credit less Policy Debt is equal to or greater than zero.

**Overloan Protection 3 Rider.** The no lapse guarantee under this Rider is designed to prevent the Policy from lapsing when the Standard Policy Debt is greater than the Policy's Accumulated Value resulting in the Policy being overloaned.

Complete information about each Rider is below.

#### Accelerated Death Benefit Riders

This Policy currently offers four accelerated death benefit Riders. The Riders are the Premier LTC Rider, Premier Living Benefits Rider 2, Premier Living Benefits Rider, and the Terminal Illness Rider.

**Premier LTC Rider.** This Rider is a long-term care insurance rider that provides protection from the financial impacts of requiring long-term care services due to a chronic illness by providing acceleration of all or a portion of the Death Benefit. Benefit payments are made monthly. This Rider is not available for a Policy issued with the Premier Living Benefits Rider or the Premier Living Benefits Rider 2.

**Premier Living Benefits Rider 2.** This Rider provides protection from the financial impacts of becoming chronically ill or terminally ill by providing acceleration of a portion of the Death Benefit. Benefit payments for a chronic illness can be made monthly or as an annual payment. Benefit payments for a terminal illness will be paid in one lump sum. This Rider is not available for Policies issued in California and is not available for a Policy issued with the Terminal Illness Rider or the Premier Chronic Illness Rider.

**Premier Living Benefits Rider.** This Rider provides protection from the financial impacts of becoming chronically ill by providing acceleration of a portion of the Death Benefit. This Rider does not provide benefits for someone who is terminally ill. The benefit payments can be made monthly or in an annual lump sum. This Rider is only available for a Policy issued in California.

**Terminal Illness Rider.** This Rider provides protection from the financial impacts of becoming terminally ill by providing acceleration of a portion of the Death Benefit. This Rider does not provide benefits for someone who is chronically ill. The benefit payments will be paid in one lump sum. This Rider is not available if your Policy was issued with the Premier Living Benefits Rider.

Complete information about each Rider is below.

A Rider Face Amount decrease will not decrease its Coverage charge because the Rider's Coverage is based on the at coverage

The cost of insurance charges will increase as a result of the increase in the Policy's Net Amount At Risk.

You may request an increase or decrease in the schedule of future Term Increases by providing a written request. Any increase in the Face Amount of the Term Increases may be subject to evidence of insurability and is subject to our approval. If you reject a Term Increase that has been approved, all future Term Increases may be forfeited. For any change in Term Increases, we will send you a Supplemental Schedule of Coverage to reflect the change.

This Rider is effective on the Policy Date unless otherwise stated. It will terminate on the earlier of:

- Your written request

- The date the Rider or the Policy ceases to be In Force

- The death of the Insured.

If the Policy is reinstated, any Term Increases that would have occurred during the time the Policy was lapsed will be forfeited. Term Increases that are scheduled to occur after the reinstatement of the policy and rider will be handled as if the Policy had never lapsed.

This Rider may be included on a policy with or without the ART Rider.

This Rider differs from the ART rider in a number of ways, including:

- You may schedule Increases in Face Amount with this Rider without creating a new Rider coverage layer, however, this Rider does not add additional insurance coverage at Policy issue.

- Scheduled increases in Face Amount for this Rider do not require additional medical underwriting after issue however, if there is a requested change in the amount of scheduled increases additional underwriting may be required

- Increases in Face Amount for this Rider may only occur on policy anniversaries

- Cost of insurance rates and charges for this Rider currently differ from the cost of insurance rates and charges for the ART Rider

#### Example

A Policy is issued to an Insured at age 45, with a Face Amount of \$250,000. Prior to Policy issue, the Insured scheduled two future term increases to occur over the first ten Policy years which will not require evidence of insurability. The scheduled increases will occur





The date the Additional Insured becomes Age 121; or

The date the Policy is no longer In Force, except if death of the Primary Insured occurs while the Policy is In Force, this Rider will remain in effect after the Policy is no longer In Force until the first Monthly Payment Date on which the Rider charges cannot be deducted from the Policy's Accumulated Value.

#### Reinstatement

If the Policy lapses and is later reinstated, then as long as this Rider was in effect on the date the Policy was no longer In Force, the Rider may also be reinstated. To reinstate this Rider, we will require Evidence of Insurability satisfactory to us that the Additional Insured is insurable in at least the same Risk Class as when the Policy was issued.

#### Example

A Policy is issued to an Insured at age 45, with a Face Amount of \$250,000. The Insured also used this Rider to add term insurance for the Insured's spouse, who is age 46. The term insurance for the Spouse is \$20,000. Since term insurance under this Rider was added, Rider charges will be incurred and will be part of the charges incurred each month. In Policy year 5, the Insured requested an increase in term insurance of \$10,000 for the Insured's spouse. Evidence of insurability will be required for the requested increase. Upon approval, there will be \$30,000 of term insurance coverage for the spouse.

#### Flexible Duration No-Lapse Guarantee Rider (FDNLG)

This Rider provides a no-lapse guarantee that the Policy and any optional benefits you have selected will remain In Force as long as the Net No-Lapse Guarantee Value is greater than zero, even if the Policy's Net Accumulated Value (Accumulated Value less any Total Policy Debt) is not enough to cover the Monthly Deductions due. As long as the No-Lapse Guarantee under this Rider is in effect, the Policy will not enter the Grace Period and lapse. This Rider must be elected at Policy issue. We assess a monthly charge for this Rider.

If you elect the FDNLG Rider, it will be in effect when we issue the Policy. The Rider cannot be added after the Policy Issue Date.

#### Rider Eligibility

You are eligible to elect the Rider if:

The Insured is age 90 or younger at Policy issue and is not juvenile (Insured's age at Policy issue is at least 18).

At initial purchase and during the entire time you own this Rider, you must allocate 100% of your Accumulated Value among the allowable Investment Options. See APPENDIX: FUNDS AVAILABLE UNDER THIS POLICY - Allowable Investment Options section in this prospectus. You may contact us at any time for information on the allowable Investment Options.

We may add or remove allowable Investment Options at any time. Following a change, your current allocation of Accumulated Value may not comply with our revised allocation requirements. If you are unable to comply, you will be required to

We have the ability to

Excess Premium Load an amount equal to the Excess Premium multiplied by the Excess Premium Load rate which is 10%. This load is not deducted from any premium made under the Policy and is used only as a factor for determining benefits under this Rider.

No-Lapse Premium Load an amount equal to the Premium Payment multiplied by the No-Lapse Premium Load rate which is 5.90%. This load is not deducted from any premium made under the Policy and is used only as a factor for determining benefits under this Rider.

Optional Benefit Charges— are equal to the sum of the charges, if any, for each optional benefit attached to the Policy. The charges incurred for those optional benefits are used in the calculation to determine the No-Lapse Guarantee Value for this Rider. See the Lapse Deduction subsection below. This is only used to determine benefits under this Rider is not a charge deducted from the Accumulated Value.

#### Rider Charge Effect on Policy Values

There is a monthly charge for the FDNLG Rider. The charge is deducted from your Policy's Accumulated Value as a Monthly Deduction. This charge does not reduce your No-Lapse Guarantee Value. The Rider Charge is shown in the Policy Specification equals a monthly rate per dollar of Policy Net Amount at Risk (Rider Charge). Currently, the charge range is \$0.01-\$0.33 per \$1,000 of Net Amount of Risk.

Example:

Assumptions:

Policy's Net Amount at Risk is \$80,000

Rider Charge Deduction is 0.0001

Then the Rider Charge associated with the FDNLG rider is \$8 ( $\$80,000 \times 0.0001$ ).

#### No Lapse Guarantee Value

The duration of the guarantee under the FDNLG rider can cover the lifetime of the Insured. The duration of the FDNLG Rider is determined by the No Lapse Guarantee Value. The guarantee is in effect as long as the Net No-Lapse Guarantee Value (No Lapse Guarantee Value less any Total Policy Debt) is greater than zero.

Result:

Both policies have a Net Accumulated Value of -\$700 (\$10,000 - \$9,000 - \$500 - \$1,000-\$200) after the monthly deduction

Policy 1 remains in force because Net No-Lapse Guarantee Value is greater than \$0 even though Net Accumulated Value is less than \$0.

Policy 1 has a Net No-Lapse Guarantee Value of \$300 (\$11,000 - \$9,000 - \$500 - \$1,000-\$200) after the monthly deduction

Policy 2 enters the Grace Period since Net Accumulated Value is less than \$0.

Basic and Excess Fund under the Rider

The Basic and Excess Fund are an accumulation of policy premiums, withdrawals, and loans. While the Basic Fund may become negative, the Excess Fund will never be less than zero. Both the Basic Fund and the Excess Fund are increased and reduced as described below.

1. Net Basic Premiums are added to the Basic Fund; Net Excess Premiums are added to the Excess Fund,
2. No Lapse Deductions reduce the Excess Fund, and then the Basic Fund,
3. Accumulation Amounts are added to the Basic Fund and Excess Fund,
4. Any withdrawal of policy Accumulated Value will reduce the Excess Fund and then the Basic Fund, including any policy fees,
5. Standard Loans and Alternate Loans will reduce the Excess Fund and then the Basic Fund.

Net Premium is allocated to the Basic Fund and Excess Fund as follows:

Net Basic Premium is the higher of the premium up to the Annual Premium Threshold for the Policy Year, as described in the Policy Specifications, or the amount needed to bring any negative Basic Fund back to zero. This amount is reduced by the Lapse Premium Load and added to the Basic Fund.

Net Excess Premium is any premium in excess of the Basic Premium. Excess Premium is reduced by the No-Lapse Premium Load and the Excess Premium Load and added to the Excess Fund. Please note, the No-Lapse Premium Load and the Excess Premium Load are only used to determine the benefits provided by this Rider – they are not assessed against any premium made under the Policy or against the Policy's Accumulated Value.

Example:

Assumptions:

Annual Premium Threshold for the current year is \$10,000

Premium Received is \$15,000

Basic fund is positive

No Lapse Premium Load is 5.90%

Excess Premium Load is 10%

The Net Basic Premium and Net Excess Premium are calculated as follows.

Basic Premium is \$10,000 (lesser of \$10,000 and \$15,000). Net Basic Premium of \$9,410 [ $\$10,000 \times (1 - 5.90\%)$ ] will be added to the Basic Fund.

Excess Premium is \$5,000. Net Excess Premium of \$4,205 [ $\$5,000 \times (1 - 5.90\% - 10\%)$ ] will be added to the Excess Fund.

Example:

Assumptions:

Annual Premium Threshold for the current year is \$10,000

Premium Received is \$15,000

Basic Fund is -\$12,233.

No Lapse Premium Load is 5.90%

Excess Premium Load is 10%

The Net Basic Premium and Net Excess Premium are calculated as follows.

Basic Premium is \$13,000. The Net Basic Premium is \$12,233 [ $\$13,000 \times (1 - 5.90\%)$ ], which, when added to the Basic Fund, brings the Basic Fund to zero.

Excess Premium is \$2,000. Net Excess Premium of \$1,682 [ $\$2,000 \times (1 - 5.90\% - 10\%)$ ] will be added to the Excess Fund.

#### No-Lapse Deduction

The No-Lapse Deduction is an amount that is deducted first from the Excess Fund until the Excess Fund is reduced to zero and then from the Basic Fund. The No-Lapse Monthly Deduction is the greater of the No-Lapse Monthly Charge Deduction or the Alternative No-Lapse Monthly Deduction, as described below.

**No-Lapse Monthly Charge Deduction.** The No-Lapse Monthly Charge Deduction is described in the Policy Specifications and includes the following:

- The No-Lapse Coverage Charge

- The No-Lapse Administrative Charge

- Optional Benefit Charges, if any (applies to the Annual Renewable Term Rider, Scheduled Annual Renewable Term Rider, Overloan Protection 3 Rider, Annual Renewable Term Rider – Additional Insured, Premier LTC Rider, Premier Living Benefits Rider 2, Premier Living Benefits Rider, and/or the Terminal Illness Rider as applicable)

- Transactional policy fees and charges, if any

- The No-Lapse Cost of Insurance Charge.

**Alternative No-Lapse Monthly Deduction.** The Alternative No-Lapse Monthly Deduction is also described in the Rider Specifications and includes:

- Optional Benefit Charges, if any

- Transactional policy fees and charges, if any

- The Alternative No-Lapse Cost of Insurance Charge.

Example:

Assumptions:

- Basic Fund before No-Lapse Deduction is \$9,000

- Excess Fund is \$3,500

- No-Lapse Monthly Charge Deduction is \$3,000

- Alternative No-Lapse Monthly Deduction is \$4,000.

Then the Basic and Excess Funds are reduced as follows:

- The No-Lapse Deduction is \$4,000 (the greater of \$3,000 and \$4,000)

- Excess Fund will be reduced to \$0

- Basic Fund to \$8,500.

#### No-Lapse Accumulation Amount

The No-Lapse Accumulation Amount is an amount that is added to the Basic Fund and the Excess Fund as follows.

The Basic Fund No-Lapse Accumulation Amount is added to the Basic Fund. It is equal to the Basic Fund following premium payments, No-Lapse Deduction, withdrawals, loans and other Policy distributions; multiplied by the No-Lapse Accumulation Factor as shown in the Policy Specifications. If your Basic Fund is negative, the accumulation will further reduce your Basic Fund. The No-Lapse Accumulation Factor varies by Policy duration and age. For our example, we will use 0.002466, which is equivalent to an annual rate of 3%.

The Excess Fund No-Lapse Accumulation Amount is added to the Excess Fund. It is equal to the Excess Fund following premium payments, No-Lapse Deduction, withdrawals, loans and other Policy distributions; multiplied by the Excess Accumulation Factor as shown in the Policy Specifications. The Excess Fund Accumulation Factor is 0.0008295, which is equivalent to an annual rate of 1%.

Example:

Assumptions:

- Basic Fund is \$8,500, after premiums and no-lapse deductions.



The Rider will terminate on the earliest of:

Your Written Request;

Policy Surrender;

The date the Policy is no longer In Force,

Allocation into any Investment Option that is not an allowable Investment Option and no corrective action was taken, after written notice was provided, to comply with the requirements to continue the Rider;

Upon electing an increase in Face Amount;

The end of the Maximum No-Lapse Guarantee Period, as shown in the Policy Specifications; or

The date when the Net No-Lapse Guarantee Value and the Net Accumulated Value are both less than or equal to zero and Policy lapses (see ~~the~~ **YOUR POLICY'S ACCUMULATED VALUE – Lapsing and Reinstatement** section in this prospectus).

#### Reinstatement

This Rider may not be reinstated if it was terminated before the date the Policy was no longer In Force. Otherwise, this Rider will reinstate on the date that the Policy is reinstated.

#### Short-Term No-Lapse Guarantee Rider

This Rider provides for the continuation of death benefit coverage for a specified guarantee period, if certain minimum premiums under the Rider are paid, even if the Policy's Net Accumulated Value is ~~zero~~ **zero** is no additional fee for this Rider.

#### Rider Eligibility

The Rider is available at Policy issue for Insureds Age 79 and younger and if you choose either Death Benefit Option A or Option B when applying for your Policy.

This Rider is automatically added to the Policy if eligibility conditions are met.

#### Rider Terms

**Net Accumulated Value**– the Policy Accumulated Value less any Total Policy Debt.

**No-Lapse Guarantee Period**– the time during which we guarantee the death benefit will remain In Force as long as the guarantee under this Rider is in effect. This period begins on the Policy Date and will not re-start if insurance Coverage is added or increased. This period end date ranges from 5 to 20 years based on the Insured's age at Policy issue.

**No-Lapse Guarantee Premium**– is an annual amount used during the No-Lapse Guarantee Period to determine the No-Lapse Credit (defined in the ~~How the Rider Works~~ section below). The No-Lapse Credit is used to determine if the guarantee under this Rider is in effect. The No-Lapse Guarantee Premium in effect as of the Policy Date is shown in the Policy Specifications. The No-Lapse Guarantee Premium is calculated such that it covers sufficient future Monthly Deductions under the Policy. The No-Lapse Guarantee Premium may change. Any increase in Face Amount, scheduled or not, or addition or increase in insurance Coverage will cause an increase in the No-Lapse Guarantee Premium. A decrease in Face Amount or in other insurance Coverage will not cause a decrease in the No-Lapse Guarantee Premium. If the No-Lapse Guarantee Premium changes as a result of such a change, we will inform you of the amount of the changed No-Lapse Guarantee Premium.

#### How the Rider Works

This Rider guarantees that the Policy will continue in effect until the end of the No-Lapse Guarantee Period (which ranges from 5 to 20 years based on the Insured's age at Policy issue) shown in the Policy Specifications if you pay a premium by the beginning of each Policy month at least equal to one twelfth of the No-Lapse Guarantee Premium.

The Policy will also continue in effect under this Rider if flexible premium payments are made as long as the No-Lapse Credit less Total Policy Debt is equal to or greater than zero.

The No-Lapse Credit is used to determine if the guarantee under this Rider is in effect. It is calculated at the beginning of each Policy month during the No-Lapse Guarantee Period. The No-Lapse Credit as of the Policy Date, which is also the first Monthly Payment Date, is equal to the premium paid less one-twelfth of the No-Lapse Guarantee Premium. On any other Monthly Payment Date, the No-Lapse Credit is equal to:

The No-Lapse Credit as of the prior Monthly Payment Date multiplied by (i), where:

- i = No greater than 1.00327374 if the No-Lapse Credit is negative; otherwise,
- i = 1.00000;

Plus premiums received since the prior Monthly Payment Date;  
Less withdrawals taken since the prior Monthly Payment Date; and  
Less one-twelfth of the then current No-Lapse Guarantee Premium.

Example

Assumptions



This Rider will end on the earliest of:

Your Written Request;

If you add any Rider after Policy issue that has charges;

The date when the No-Lapse Credit and the Net Accumulated Value are both less than zero, unless a Catch-Up premium is made; or

At the end of the Guarantee Period.

#### Rider Reinstatement

If the Policy has lapsed and you later wish to reinstate it, you will need to satisfy the reinstatement conditions described in the Policy. Upon Policy reinstatement we will bring forward any Catch-Up Amount and any Monthly Deductions Deficit, without interest. Any Catch-Up Amount existing at the time of lapse will need to be paid upon Policy reinstatement if you wish the Short-Term No Lapse Guarantee Benefit provided under this Rider to be in effect. ~~See the~~ YOUR POLICY'S ACCUMULATED VALUE - Lapsing and Reinstatement - Reinstating a lapsed Policy section in this prospectus.

#### Example

##### Assumptions:

Policy is within No-Lapse Guarantee Period

Accumulated Value of \$11,000 before monthly deductions

Policy Debt of \$9,000

Surrender charge is \$1,500

The Standard Policy Debt is greater than the Total Face Amount, but less than 99.9% of the Accumulated Value after the charge for this Rider has been deducted from the Accumulated Value.

There are no projected forced distributions of Accumulated Value for any Policy Year.

The Guideline Premium Limit for the Policy will remain greater than zero at all times prior to Insured's Age 100.

The Policy must not be a Modified Endowment Contract, and exercising this Rider must not cause the Policy to become a Modified Endowment Contract.

The Policy must not be in the Grace Period.

Contact us if you have any questions about your eligibility to exercise this Rider.

On the exercise effective date:

1. Transfer any Accumulated Value in the Investment Options into the Fixed Account. No transfer charge will be assessed for such transfer, nor will it count against, or be subject to, any transfer limitations then in effect.
2. Upon each Index Account Segment's Maturity, reallocate the Segment Maturity Value into the Fixed Account. No transfer charge will be assessed for such transfer, nor will it count against, or be subject to, any transfer limitations then in effect.
3. Deduct the charge for this Rider from your Policy's Accumulated Value.

There is a one-time charge to exercise this Rider. The charge will not exceed the Accumulated Value multiplied by the protection rates shown for the Insured's Age at exercise in the Policy Specifications, as of the exercise effective date. The charge ranges from 1.12% to 4.52% of the Policy's Accumulated Value, and is based on the Insured's sex, Risk Class and Age as applicable at the time the Rider is exercised. If you never exercise the Rider, there is no charge for it. After you exercise the Rider, and while the Rider continues in effect, the Policy's lowest Death Benefit will be the Death Benefit percentage multiplied by the greater of the Accumulated Value or the Standard Policy Debt.

A hypothetical example

For a male standard nonsmoker, Age 85 when the Rider is exercised, the charge will be 2.97% of the Policy's Accumulated Value on the exercise effective date. If the Policy's Accumulated Value is \$25,000, the charge deducted from the Accumulated Value on the exercise effective date is \$742.50. ( $\$25,000 \times 2.97\% = \$742.50$ ).

The Rider After Exercise

After the exercise effective date and as long as the Rider stays in effect, the Policy will not lapse if the Accumulated Value is insufficient to cover Policy charges, even if the insufficiency is caused by overloan.

After the Rider is exercised, the Policy's Minimum Death Benefit will be the Death Benefit percentage multiplied by the greater of the Accumulated Value or the Standard Policy Debt. Calculation of the Death Benefit, Minimum Death Benefit and Death Benefit Proceeds is described in the DEATH BENEFITS section in this prospectus.

Effect on Other Riders

Other than this Rider and any term insurance rider on the Insured that contributes to the Total Face Amount of the Policy, any Rider in effect with regularly scheduled charges will be terminated. Additionally, any accelerated death benefit rider will terminate upon exercise of this Rider. Any increases in Face Amount that are scheduled to take effect after exercise of the Rider will be cancelled.

Rider Termination

This Rider will terminate on the earliest of the following events:

The Policy terminates;

You make a Written Request to terminate the Rider; or

If, after the exercise effective date

Any premium is paid

Any withdrawal is taken

Any loan repayment is made, other than for loan interest due

Any Policy benefit is changed or added at your request

Any transfer among the Investment Options is done at your request.

If the Rider terminates after the exercise effective date and while the Policy is In Force, any amount by which the Standard Policy Debt exceeds the Accumulated Value is due and payable to us.

Possible Tax Consequences





Home Health Care—medical and non-medical services, provided to ill, disabled or infirm persons by a Home Health Care Agency at their residences.

Home Health Care Agency—an entity that is licensed or certified to provide Home Health Care for compensation by the state in which it operates and employs staff who are qualified by training or experience to provide such care.

Hospice Care—services designed to provide palliative care and alleviate the Insured's physical, emotional and social discomforts

Proof of Loss –written Proof of Loss is information satisfactory to us that describes and confirms that the Insured has met the



LTC Coverage Amount after WD = LTC Coverage Amount before Withdrawal x (1 – WD/DB) = \$722,380.95

This is a reduction of \$17,619.05 (740,000 – 722,380.95). The same dollar amount reduces the Adjusted LTC Coverage Amount

Adjusted LTC Coverage Amount = \$732,380.95

Hypothetical Example #3:

Assume the following:

LTC Coverage Amount is \$722,380.95

Adjusted LTC Coverage Amount is \$732,380.95

Total Face Amount is \$1,000,000

If there is a policy transaction that reduces the Total Face Amount to \$800,000 there is no reduction to the LTC Coverage Amount or the Adjusted LTC Coverage Amount. This is because the LTC Coverage Amount of \$722,380.95 is still less than the Total Face Amount after reduction to \$800,000.

If there is a policy transaction that reduces the Total Face Amount to \$600,000, then the LTC Coverage Amount is reduced to \$600,000 so that the LTC Coverage Amount does not exceed the Total Face Amount. This is a reduction of \$122,380.95 and the same dollar amount will reduce the Adjusted LTC Coverage Amount. The Adjusted LTC Coverage Amount after this reduction is \$610,000.

Hypothetical Example #4: (Option C)

Assume the following:

LTC Coverage Amount is \$950,000

Adjusted LTC Coverage Amount is \$950,000

Total Face Amount is \$1,000,000

DB Option C is in effect

Cumulative Premiums = 100,000

Cumulative Withdrawals = 150,000

The Option C Amount before the face reduction = 950,000 (1,000,000 + 100,000 – 150,000)

The Face Amount is reduced to 975,000

After this reduction to Total Face Amount, the Option C Amount is 925,000 (975,000 + 100,000 – 150,000)

Although the LTC Coverage Amount does not exceed the Total Face Amount after the reduction to the Total Face Amount, the LTC Coverage Amount does exceed the Option C Amount. Therefore, after the reduction to the Total Face Amount, the LTC Coverage Amount is reduced to \$925,000. (The Adjusted LTC Coverage Amount is also reduced to \$925,000).

The Rider at Exercise

The LTC Benefit Amount is the lesser of the dollar amount you requested or the Maximum Monthly Benefit Payment Amount available under this Rider. Any requested LTC Benefit Amount may not be less than the Minimum Monthly Benefit Payment Amount.

The Maximum Monthly Benefit Payment Amount is the lesser of:

The Maximum Monthly Percentage multiplied by the Adjusted LTC Coverage Amount; or

The Monthly Per Diem Limitation; or

The LTC Coverage Amount.

The Maximum Monthly Percentage is the maximum percentage of the Adjusted LTC Coverage Amount that will be paid as a monthly LTC Benefit. You elect the Maximum Monthly Percentage shown in the Policy Specifications at Policy issue and cannot change thereafter.

Provided the Policy is not in its Grace Period, the amount of the LTC Benefit Proceeds is equal to (a - b) where:

(a) Is the LTC Benefit Amount; and

(b) Is any Total Policy Debt immediately prior to the benefit payment, multiplied by the Acceleration Percentage.



LTC Benefit Proceeds During Policy Grace Period - If benefit payment is made while the Policy is in its Grace Period, we reduce payment by any unpaid Monthly Deductions. The LTC Benefit Proceeds are equal to:  $(a - b - c)$  where:

(a) Is the LTC Benefit Amount; and

(b) Is any Total Policy Debt immediately prior to the benefit payment, multiplied by the Acceleration Percentage; and

(c) Is any Monthly Deductions due and unpaid immediately prior to the benefit payment, multiplied by 1 minus the Acceleration Percentage.

If  $(b + c)$  is greater than  $(a)$ , no benefit payment will be made and the Policy will remain In Force.

A hypothetical example where the Policy is not in the Grace Period:

Assume the following:

Any Standard Policy Debt;

Any alternate loan values (including Alternate Policy Debt),

Any Surrender Charge applicable for each Coverage Layer unless the Policy has a Maximum Surrender Charge. If your Policy has a Maximum Surrender Charge, it will be reduced by the Acceleration Percentage;

Any Monthly Deduction due and unpaid during a Policy Grace Period;

For Policies with Death Benefit Option C, the sum of the premiums less withdrawals and other distributions as described in the Policy; and

For Policies with Death Benefit Option C, the Option C Death Benefit Limit.

For example, if the Acceleration Percentage is 2%, each of the above values is reduced by 2% as shown below:

Policy Value	Before benefit payment	Reduction (2% x Value)	After benefit payment
Total Face Amount	\$500,000	\$10,000	\$490,000
Accumulated Value	\$50,000	\$1,000	\$49,000
Standard Policy Debt	\$25,000	\$500	\$24,500
Alternate Policy Debt	\$25,000	\$500	\$24,500
Surrender Charge	\$1,000	\$20	\$980

The Indexed Termination Credit Accrued provided by the Minimum Indexed Benefit Rider will be reduced on each Benefit Payment Date by an amount equal to the Indexed Termination Credit Accrued prior to the Benefit Payment multiplied by the Acceleration Percentage.

#### Lapse Protection during Claim Period

During any Claim Period, the Policy and Riders will not lapse. On each Monthly Payment Date during any Claim Period, we will make a determination of the Policy's Net Accumulated Value. If the Policy's Net Accumulated Value is greater or equal to zero, the Net Accumulated Value will not be reduced to less than zero, except for any amount attributable to any loan or alternate loan that would otherwise reduce the Net Accumulated Value. If the Policy's Net Accumulated Value is less than zero, the Net Accumulated Value will not be reduced further, except for any amount attributable to any loan or alternate loan that would otherwise reduce the Accumulated Value. Policy loans and alternate loans will continue to be processed according to the Policy and may result in a negative Net Accumulated Value. You may have to pay additional Premium to prevent your Policy and any Riders from lapsing when the Claim Period is no longer in effect. If the Insured dies during the Claim Period, we will pay the Policy's Death Benefit as defined in the contract. If we receive notification of the Insured's death before a benefit payment is made, we will not make the benefit payment. If we receive notification of the Insured's death after a benefit payment is made, the benefit payment will reduce the Death Benefit proceeds payable under the Policy.

A hypothetical example with no Total Policy Debt:

Assume the following:

Accumulated Value prior to Monthly Deductions or benefit payment is \$1,201

At benefit payment, Acceleration Percentage is 1%

Accumulated Value after benefit payment, but before Monthly Deductions is \$1,189

Any terminal illness benefit payment resulting in an Adjusted LTC Coverage Amount that is less than the Minimum LTC Coverage Amount;

The LTC Coverage Amount is zero; or

The Policy is terminated.

#### Lapse and Reinstatement

The Policy's Lapse and Reinstatement section applies to the Rider, except as follows:

We will provide Notice of pending lapse or termination for non-payment of premium to you and the Insured, any assignee or record and any additional designee;

To protect the Policy and Rider against unintentional lapse, you must designate at least one additional person to receive the lapse notice or you must waive the designation in writing;

We will waive any LTC Rider Charges that would occur as part of the Policy Monthly Deduction during any Claim Period;

The Policy and Riders will not lapse during any Claim Period and the Policy's Net Accumulated Value will not be reduced to less than zero, except for amounts attributable to Policy loans.

You may have to pay additional Premium to prevent your Policy and any Riders from lapsing when the Claim Period is no longer in effect.

You can reinstate your Rider under the Rider's Reinstatement provision within six months from the end of the Grace Period and subject to our approval of your reinstatement application. A reinstated Rider will only cover loss resulting from an injury or condition that begins after the date of reinstatement. Otherwise, you will have the same rights under the Rider as you had before it terminated. If the Rider terminates while the Insured is Chronically Ill, we may reinstate coverage subject to conditions described in the Rider.

You cannot reinstate the Rider after six months from the end of the Grace Period, even if your Policy is reinstated.

#### Extension of Benefits

If this Rider terminates while the Insured is Confined in a Nursing Home Facility, Hospice Care Facility, or an Assisted Living Facility, benefits may be paid for such Confinement if the Confinement began while this Rider was In Force and the Confinement continues without interruption after termination. Extension of benefits stops on the earliest of:

The date when the Insured no longer meets the eligibility for the payment of benefits requirements;

The date the Insured is no longer Confined in a Nursing Home Facility, Hospice Care Facility, or an Assisted Living Facility;

The date when the LTC Coverage Amount remaining after a monthly benefit payment is zero.

This Extension of Benefits provision is subject to all provision of this rider and all applicable coverage maximums.

If benefits are continued under this Extension of Benefits provision because the Policy has lapsed, no Death Benefit will be payable to the beneficiary under the Policy.

Payment of an Accelerated Death Benefit under this rider will reduce the Policy's Death Benefit and other values under the Policy. In most circumstances, the cost of insurance charges will also be reduced. In addition, premium limitations and Death Benefits required in order for the Policy to qualify as a life insurance policy or avoid being classified as a Modified Endowment Contract under the Tax Code will also be affected. See the VARIABLE LIFE INSURANCE AND YOUR TAXES- Modified Endowment Contracts and the HOW PREMIUMS WORK - Limits on the Premium Payments You Can Make sections in this prospectus for more information on the relation of the Policy's Death Benefit to premium payments and Modified Endowment Contract status.

#### Claims Provisions

We prefer that either you or the Insured notify us as soon as the Insured first becomes eligible and may soon need care covered under this Rider. Notify us even if you or the Insured is unsure, and we can help determine whether the Insured is eligible for benefits. To file a claim, you or the Insured may call us, notify us in writing or submit a completed Claim Form we provide.

When we receive the notice of claim, we will expect the Insured to submit a completed Claim Form. The information needed to establish the Insured's eligibility for benefits will include:

- Certification by a Licensed Health Care Practitioner that the Insured is a Chronically Ill Individual;

In order to ensure that the Insured continues to meet the eligibility conditions for Rider Benefits throughout the Claim Period, we reserve the right to have the Insured evaluated by our nurse, to contact the Insured's Physician(s) or other care provider and to review the Insured's medical records at any time during the Claim Period.

We will provide Claim Forms for the filing of a Proof of Loss when we receive the notice of claim. If you, the Insured or the Insured Representative does not receive the necessary Claim Forms within 15 days, you can file a Proof of Loss without them by sending a letter describing the occurrence, the character and the extent of the loss for which the claim is made. That letter must be sent to our Administrative Office within 90 days following the loss for which benefits are claimed. We will not pay benefits until we verify eligibility for benefits.

Once a claim is In Good Order, benefit payments will start within 30 business days. Benefit payments will be made as long as the insured continues to meet the eligibility for the payment of benefits and our liability continues. Any periodic benefit payments will be made on a monthly basis as long as the loss and our liability continue. We pay the Benefits to you (or your designee) unless the benefit has been otherwise assigned.

If you or the Insured disagree with our decision regarding a claim, you may submit a Written Request for reconsideration of your claim within 60 days of that decision. Any internal review of claim decisions will be consistent with applicable laws and regulations. You or the Insured should submit any additional information that you or the Insured feel is necessary for our review.

### Care Coordination

The Rider provides access to Care Coordination under a national long-term care services referral network via a toll-free telephone number. Care Coordination helps identify a person's functional, cognitive, personal and social needs for care and services and can help link the person to a full range of appropriate services. Services include free consultation, Assessments and tailored information to assist in planning and implementing a Plan of Care. There is no additional charge for this service and it has no effect on the LTC Coverage Amount. This service is subject to availability and may be modified, suspended, or discontinued at any time upon thirty days written notice.

### Premier Living Benefits Rider 2

(This Rider is called "Accelerated Death Benefit Rider for Chronic Illness and Terminal Illness" in your Policy.)

This Rider is only available at Policy issue and is not available for Policy's issued in California. See Premier Living Benefits Rider 2 below for Policy's issued in California. In addition, this Rider is not available for Policy's issued with the Terminal Illness Rider.

The Premier Living Benefits Rider is a chronic illness and terminal illness Rider that provides protection from the financial impact of becoming chronically ill or terminally ill by providing acceleration of a portion of the Death Benefit.

There is no additional cost for the rider. However, if you choose to exercise the Rider, at the time we pay any Benefit payment, we will reduce your Policy's Death Benefit by an amount greater than the Benefit payment itself, as described in the Rider. Other Policy values, including but not limited to Surrender Charge, Accumulated Value and Total Face Amount will be reduced pro rata.

There is no separate premium requirement for this Rider. However, this Rider does not eliminate the need to pay premiums to keep the Policy in force. Even when receiving payment benefits under this Rider, the Owner must continue to pay any necessary premiums to avoid policy lapse.

You may opt out of the Rider at any time after the Policy is issued. There is no charge for opting out of the Rider.

### Rider Terms

Accelerated Death Benefit –the adjusted death benefit or portion of death benefit that is paid to a Chronically or Terminally Ill Individual.

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

- Bathing oneself
- Continence
- Dressing oneself
- Feeding oneself
- Getting oneself to and from the toilet
- Transferring oneself into or out of a bed, chair or wheelchair.

The Rider attached to your Policy contains more detailed information about these self-care functions.

Benefit Payment –the periodic or lump sum payment of the Accelerated Death Benefit proceeds.

**Benefit Payment Date**– the date or dates that a Benefit Payment is paid. Benefits will be paid when we confirm that the Insured has met the required conditions. See **Eligibility Conditions** subsection below.

**Certification of Illness** – is either of the following:

A written certification from a Licensed Health Care Practitioner that the insured is a Chronically Ill Individual who meets the conditions of this Rider. Each certification is valid for a 12-month period and must state that the Chronic Illness is expected to be permanent; or

A written certification from a Licensed Physician that the insured is a Terminally Ill Individual who meets the conditions of this Rider. The certification must include the clinical, radiological or laboratory evidence of the condition that supports the certification.

We reserve the right to obtain an additional opinion of the Insured's conditions at our expense. If this opinion differs from that of the Insured's Licensed Health Care Practitioner or Licensed Physician, eligibility for Benefits will be determined by a third party Licensed Health Care Practitioner or Licensed Physician who is mutually acceptable to you and to us.

**Chronic Illness** - a medical condition where the Chronically Ill Individual has received a certification of illness that states:

They are permanently unable to perform at least two Activities of Daily Living without hands-on or stand-by assistance from another individual; or

They require permanent continual supervision by another person for protection from threats to the Insured's health or safety, or to severe cognitive impairment (deficiency in short or long-term memory, orientation as to person, place, and time, deductive or abstract reasoning, or judgment as it related to safety awareness).

**Chronically Ill Individual** – an Insured who has been certified as having a Chronic Illness.

**Initial Eligible Amount** – the lesser of the Maximum Lifetime Chronic Illness Benefit or the Death Benefit, when the first Benefit Payment under this Rider is made.

**Licensed Health Care Practitioner** – a physician, registered nurse, or other health care professional (as defined in the applicable state law) who is licensed to practice in the state of the Insured.

The Owner must provide us with the written consent of the assignee of record named under the Policy, if any, or the irrevocable beneficiary named under the Policy, if any.

There is no legal requirement that the benefit be used to meet the claims of creditors, whether in bankruptcy or otherwise, and there shall be no government agency that requires the benefit to apply for, obtain, or keep a government benefit or entitlement.

The Chronic or Terminal Illness shall not be the result of attempted suicide, or intentionally self-inflicted injury.

**Request for Benefits** –A written request for benefits may be for either one of the following:

**Chronic Illness Benefits** – may be made at any time after the date the Insured develops a Chronic Illness as defined in this Rider. Only one request for Chronic Illness Benefits may be submitted during any 12-month period and each request must include a new Certification of Illness. Requests should also include the desired dollar amount and your election of annual or monthly benefit proceeds.

**Terminal Illness Benefits** - may be made at any time after the date the Insured develops a Terminal Illness as defined in the

The Chronic Illness Benefit will never be greater than the Maximum Monthly Chronic Illness Benefit Amount on that Benefit Payment Date; and

You may not change the dollar amount of the Chronic Illness Benefits you requested.

You may cancel an election of Monthly Benefit Proceeds at any time during the 12-month period that the Monthly Benefit Proceeds



Accelerated Death Benefit Interest Rate is 8%

Cash Surrender Value is \$25,000

Policy Debt is \$10,000

Processing Charge is \$0

The Acceleration Percentage is  $75\% = (\$75,000 \div \$100,000)$

The Terminal Illness Reduction Factor is  $0.92592593 = 1 \div (1 + 0.08)$

The Terminal Illness Benefit Proceeds is  $\$63,333.33 = [(\$100,000 - \$25,000) \times 0.92592593 + \$25,000] \times 0.75 - (\$10,000 \times 0.08)$

End of Example

#### Request for Benefits

Processing the Request for Benefits Depending on whether a Chronic Illness Benefit or a Terminal Illness Benefit is requested, we will do one of the following on each Benefit Payment Date.

Upon request for Chronic Illness Benefits, we will:

Calculate the Chronic Illness Benefit Proceeds;

Verify that the Policy is not in the Grace Period. If it is, the Chronic Illness Benefit will be reduced by the amount needed to pay any portion of the Monthly Deduction due;

Limit the Chronic Illness Benefit Proceeds to the Maximum Annual Chronic Illness Benefit Amount or Maximum Monthly Chronic Illness Benefit Amount, each shown in the Policy Specifications, as applicable; and

Reduce Policy and Rider values as described herein.

Upon request for Terminal Illness Benefits, we will:

Calculate the Terminal Illness Benefit Proceeds;

Limit the Terminal Illness Benefit as shown in Terminal Illness Benefit Limitation shown in the Policy Specifications;

Reduce Policy and Rider values as described herein; and

Terminate any Chronic Illness Benefits.

Accelerated Death Benefits are payable immediately beginning on the Benefit Date. If payment of Accelerated Death Benefit proceeds is delayed thirty-one (31) calendar days after the Benefit Date, we will pay Death Benefit Proceeds Additional Interest as described in the Death Benefit Proceeds section of the Policy. Such additional interest rate will be applied to the Accelerated Death Benefit proceeds beginning on the 31st calendar day referenced above, to each Benefit Payment Date.

#### Rider Effects on Your Policy

When you exercise the Rider and we pay Benefit Proceeds, the following values will be reduced by an amount equal to the value below multiplied by the applicable Chronic or Terminal Illness Acceleration Percentage. On each Benefit Payment Date, the following values will be reduced:

The Total Face Amount;

The Accumulated Value;

The surrender charge for each Coverage Layer;

Any Standard Policy Debt;

For Policies with Death Benefit Option C, the sum of the premiums less withdrawals; and

For Policies with Death Benefit Option C, the Option C Death Benefit Limit.

#### Other Rider Effects on the Policy

After we make the initial Benefit Payment under the Rider:

You can change your Death Benefit Option, but only to Death Benefit Option A;

We will not allow any requested increases in benefits under the Policy or any Riders;

Policy Loan availability will continue according to Policy terms; and

We may discontinue any systematic distribution program in effect.

Premier Living Benefits Rider 2 Effects on Other Riders

Generally, optional rider benefits under the Policy will remain In Force subject to their terms and conditions, unless otherwise stated. We will calculate charges for optional riders in accordance with the terms of each applicable rider. The charges may be affected

You may opt out of the Rider at any time after the Policy is issued. There is no charge for opting out of the Rider.

#### Rider Terms

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

- Bathing oneself
- Continence
- Dressing oneself
- Feeding oneself
- Getting oneself to and from the toilet
- Transferring oneself into or out of a bed, chair or wheelchair.

The Rider attached to your Policy contains more detailed information about these self-care functions.

Annual Per Diem Limitation – the Per Diem Limitation declared by the Internal Revenue Service on the date the Chronic Illness Benefit Proceeds are effective, multiplied by the Maximum Per Diem Limit Percentage, then multiplied by 365.

Chronically Ill Individual – as defined under the federal Health Insurance Portability and Accountability Act, an Insured who has been certified in writing as:

- Being permanently unable to perform at least two Activities of Daily Living without hands-on or standby assistance from another individual; or
- Requiring continual supervision by another person for protection from threats to the Insured's health or safety as described in the Rider.

Initial Eligible Amount – the lesser of the Maximum Lifetime Accelerated Death Benefit or the Death Benefit on the effective date of the initial request for the Chronic Illness Benefit.

Licensed Health Care Practitioner – a physician, registered nurse, licensed social worker or other individual whom the United

Any assignee or any irrevocable Beneficiary under the Policy must provide written consent;

The Chronically Ill Individual's illness must not be the result of attempted suicide or intentionally self-inflicted injury.

We will pay the Benefits immediately after we receive written certification from a Licensed Health Care Practitioner that the Insured is a Chronically Ill Individual and meets the conditions described in the Rider. We reserve the right to obtain an additional opinion on the Insured's conditions at our expense. If this opinion differs from that of the Insured's Licensed Health Care Practitioner, eligibility for Benefits will be determined by a third Licensed Physician who is mutually acceptable to you and to us.

We pay the Benefits to you (or your designee) or to your estate while the Insured is still living, unless the Policy has been otherwise assigned.

#### The Rider at Exercise

You may request the Rider Benefits once per twelve-month period. Your Written Request should include:

The Benefit amount requested; and

Your selection of an annual payment, monthly payments, or a lump sum payment. If your request does not specify a payment option, we will pay the Benefit as an annual payment.

If you elect to receive an annual payment, we will provide you with one lump-sum payment. Your request for an annual payment cannot be less than \$5,000, and can never be greater than the Maximum Annual Benefit Amount. The Maximum Annual Benefit Amount is the lesser of:

The Annual Per Diem Limitation; or

The Reduction Factor times the Eligible Accelerated Annual Death Benefit. The Reduction Factor is equal to  $[a + b] \div c$  where:

- (a) Is 100% of the Policy's Cash Surrender Value;
- (b) Is the Chronic Illness Risk Factor times the result of the Death Benefit minus the greater of zero or the Policy's Accumulated Value; and
- (c) Is the Death Benefit.

The Eligible Accelerated Annual Death Benefit is the lesser of:

24% of the Initial Eligible Amount; or

The excess of the Maximum Lifetime Accelerated Death Benefit over the Total Accelerated Death Benefit; or

The Death Benefit.

The Chronic Illness Risk Factor is based on the Insured's attained Age, sex and Risk Class, and the Accelerated Death Benefit Rate and a mortality table for disabled lives we declare.

#### Example

##### Assumptions

Accumulated Value is \$150,000

Death Benefit is \$600,000

Cash Surrender Value is T 10 Tf 7ebTf -fer ofsb;aR[(co(s oneseo.3 othe)1 (rw)-1 n%TT0 10 Tf 7.2 0 Td [(Cash Surrender

The Maximum Monthly Benefit Amount is the lesser of:

The Monthly Per Diem Limitation; or

The Reduction Factor multiplied by the Eligible Accelerated Monthly Death Benefit.

The Eligible Accelerated Monthly Death Benefit is the lesser of:

2% of the Initial Eligible Amount; or

The excess of the Maximum Lifetime Accelerated Death Benefit over the Total Accelerated Death Benefit; or

The Death Benefit

If you elect to receive a one-time lump sum benefit, we will pay up to the Maximum Lump Sum Benefit Amount. This benefit can only be paid one time. If you request a lump sum benefit, the rider will terminate after the benefit payment is made. Your request:

May not be less than \$5,000;

The benefit will never be greater than the Maximum Lump Sum Benefit Amount;

The Maximum Lump Sum Benefit Amount is the Reduction Factor multiplied by the Eligible Accelerated Lump Sum Death Benefit.

The Eligible Accelerated Lump Sum Death Benefit is the lesser of:

50% of the Initial Eligible Amount; or

The Death Benefit

The Total Accelerated Death Benefit is the sum of all Death Benefit amounts that have been accelerated under this Rider; the Total Accelerated Death Benefit is equal to zero the date this Rider is issued.

The Accelerated Death Benefit Interest Rate will not exceed the greater of:

The current yield on the 90-day Treasury bill; or

The maximum fixed annual rate of 8% in arrears or a variable rate determined in accordance with the National Association of Insurance Commissioners Policy Loan Interest Rate Model.

When you exercise the Rider, we will send you a statement demonstrating the effect of exercising the Rider on the Policy's Accumulated Value, Death Benefit, Premium, Cost of Insurance Charges and Policy Loans.

At the time of each Benefit payment, we will:

Verify that the Policy is not in the Grace Period. If it is in the Grace Period, we will reduce the Benefit payment by the amount needed to pay any Monthly Deduction required to keep the Policy In Force;

Limit the Benefit to the Maximum Annual Benefit Amount or Maximum Monthly Benefit Amount, as applicable;

Calculate the amount payable upon request under this Rider (the "Chronic Illness Benefit Proceeds");

Reduce the Policy and Rider values as described in the Rider; and

Send you an endorsement to the Policy, which will include a statement of the effect of the Benefit payment on the Policy's Accumulated Value, Death Benefit, Premium, Cost of Insurance Charges and Policy Loans.

**Your Policy After Exercising the Rider**

When you exercise the Rider and we make a Benefit payment, the following values will be reduced by an amount equal to the values below multiplied by the Acceleration Percentage:

The Total Face Amount;

The Accumulated Value;

The surrender charge for each Coverage Layer;

For Policies with Death Benefit Option C, the sum of the premiums less withdrawals; and

For Policies with Death Benefit Option C, the Option C Death Benefit Limit.

The Acceleration Percentage equals  $(a \div b)$  where:

a = The Chronic Illness Benefit; and

b = The Reduction Factor multiplied by the Death Benefit on the date of each benefit payment.



Payment of an Accelerated Death Benefit under this rider will reduce the Policy's Death Benefit and other values under the Policy. In most circumstances, the cost of insurance charges will also be reduced. In addition, premium limitations and Death





## Your Policy After Exercising the Rider

When you exercise the Rider and we make a Benefit payment, Policy values will be reduced by an amount equal to the value before the payment multiplied by the Acceleration Percentage:

The Total Face Amount;

The Accumulated Value;

For Policies with Death Benefit Option C, the sum of the premiums less withdrawals; and

For Policies with Death Benefit Option C, the Option C Death Benefit Limit.

The Acceleration Percentage equals  $(a \div b)$  where:

a = The Terminal Illness Benefit; and

b = The Eligible Coverage on the date of each Benefit payment.

Your Policy's Total Face Amount will be reduced by an amount equal to the Acceleration Percentage multiplied by the Total Face Amount prior to the benefit payment. The Face Amount of each Coverage Layer of the Policy or any term insurance Rider on the Insured will be reduced according to the terms of the Policy and Rider.

The Policy's Death Benefit and Accumulated Value will continue to be calculated in accordance with the terms of the Policy.

The Policy's Investment Options values are reduced on the date of each benefit payment by an amount equal to the Acceleration Percentage multiplied by the Investment Option values prior to the benefit payment. The reduction to the values in each of the Investment Options will be treated as an Account Deduction.

We will reduce your Standard Policy Debt, Standard Loan Account and Standard Loan Account Value on the date of a Benefit payment by an amount equal to their respective values prior to the Benefit payment multiplied by the Acceleration Percentage. If your Policy has an alternate loan under an alternate loan rider, alternate loan values are reduced by benefit payments under this Rider. Alternate Policy Debt, Alternate Loan and Alternate Loan Interest Charged are all reduced on the date of the benefit payment by an amount equal to their respective values prior to the benefit payment multiplied by the Acceleration Percentage.

Your Policy's Cost of Insurance charges will be calculated according to the terms of the Policy, but will be based on the reduced Policy values following the Benefit payment.

Your Policy's Cash Surrender Value and Net Cash Surrender Value following the Benefit payment will be calculated according to the terms of the Policy.

## The Riders After Exercising the Terminal Illness Rider

Generally, optional rider benefits under the Policy will remain In Force subject to their terms and conditions, unless otherwise stated. We will calculate charges for optional riders in accordance with the terms of each applicable rider. The charges may be affected by a reduction in benefits and policy values. In addition:

Face Amounts for any term insurance rider on the Insured will be reduced as the Policy's Total Face Amount is reduced;

For any no-lapse guarantee rider using no lapse guarantee premiums (Short-Term No-Lapse Guarantee Rider), the no-lapse premium and the no-lapse credit will each be reduced on the date of each Benefit payment;

For policies with overloan protection riders (Overloan Protection 3 Rider), the rider will terminate at the time the first Terminal Illness Benefit proceeds are paid;

The Indexed Termination Credit Accrued provided by the Minimum Indexed Benefit Rider will be reduced on each Benefit Payment Date by an amount equal to the Indexed Termination Credit Accrued prior to the Benefit Payment multiplied by the Acceleration Percentage.

Terminal Illness Benefit Accelerated Death Benefits may affect your eligibility for, or amount of, other benefits provided by federal, state or local government. Payments of Accelerated Death Benefits provided by the Rider are intended to qualify as Death Benefits under section 101(g) of the Tax Code.

You should consult with your personal tax advisor before requesting any accelerated Death Benefit payments.

The Rider is effective on the Policy Date unless otherwise stated. It will terminate on the earlier of:

Your Written Request;

The date the Benefit under the Rider are paid;

Exercise of an overloan protection rider;

When the Rider or the Policy terminate; or

When you notify us of Insured's death.

If your Policy lapses and is reinstated, you may reinstate the Rider.

Payment of an Accelerated Death Benefit under this rider will reduce the Policy's Death Benefit and other values under the Policy. In most circumstances, the cost of insurance charges will also be reduced. In addition, premium limitations and Death Benefits required in order for the Policy to qualify as a life insurance policy or avoid being classified as a Modified Endowment Contract under the Tax Code will also be affected. See the VARIABLE LIFE INSURANCE AND YOUR TAXES- Modified Endowment Contracts and the HOW PREMIUMS WORK - Limits on the Premium Payments You Can Make sections in this prospectus for more information on the relation of the Policy's Death Benefit to premium payments and Modified Endowment Contract status.

#### Conversion Rider

Allows you to convert certain Eligible Coverages into a new Policy at any time during the conversion Policy year, as shown in the Policy Specifications. This Rider is automatically added to the Policy.



## HOW PREMIUMS WORK

Your Policy gives you the flexibility to choose the amount and frequency of your premium payments within certain limits. Each premium payment must be at least \$50 unless a lower premium payment is required to keep the Policy In Force.

The amount, frequency, and period of time over which you make premium payments may affect whether your Policy will be classified as a Modified Endowment Contract, or no longer qualifies as life insurance for tax purposes. See the **DEFINABLE LIFE INSURANCE AND YOUR TAXES** section in this prospectus for more information.

We deduct a premium load from each premium payment, and then allocate your Net Premium to the Investment Options you have chosen. However, if you have chosen the Indexed Fixed Options, your Net Premium will first be allocated to the Fixed Account and then transferred from the Fixed Account to the Indexed Fixed Options on the Segment Start Date. The Accumulated Value transferred from the Fixed Account to the Indexed Fixed Options may be less than the Net Premium or the Accumulated Value you transferred to the Fixed Account because there may have been deductions from the Fixed Account, such as those due to Monthly Deductions, withdrawals or Policy loans.

There is other information you should know about allocating all or part of a Net Premium to the Indexed Fixed Options. You can only allocate a Net Premium to the Indexed Fixed Options if your Policy is not in a Lockout Period. In addition, you must notify us of your allocation to the Indexed Fixed Options by the Cutoff Date (two Business Days before a Segment Start Date) of a particular Segment Start Date in order for Accumulated Value to be transferred from the Fixed Account to the Indexed Fixed Options on that Segment Start Date. See the **YOUR INVESTMENT OPTIONS – Indexed Fixed Options** section in this prospectus. Otherwise, your Accumulated Value will not be transferred to the Indexed Fixed Options on the Segment Start Date.

We do not count the allocation from the Fixed Account to the Indexed Fixed Options towards the number of transfers you may make in a Policy Year. In addition, we do not count such transfer towards the number of transfers you may make in a Policy Year without a transfer fee.

### Your Initial Premium

We apply your first premium payment to the Policy on the later of the day we receive it or the day we receive all contractual and administrative requirements necessary for your Policy to be In Force. See the **HOW PREMIUMS WORK – Allocating Your Premiums** section in this prospectus for more information on when your first Net Premium is allocated to the Investment Options.

If you have outstanding contractual and administrative requirements, your financial professional will notify you of the delivery date when any outstanding requirements are due to us, not to exceed 45 days from the date we issue your Policy. If we do not receive your first premium payment and all contractual and administrative requirements on or before the delivery date, we can cancel the Policy and refund any premium payment you have made. We may extend the delivery date in some cases. There is no required minimum initial premium amount.

### Planned Premium Payments

You can schedule the amount and frequency of your premium payments. We refer to scheduled premium payments as planned premium. Here's how it works:

You indicate whether you want to make premium payments annually, semi-annually, or quarterly. You can also choose monthly payments using our monthly Electronic Funds Transfer Plan, which is described below. If you want to change the scheduled premium payment amount or frequency, contact us in writing.

We send you a notice to remind you of your scheduled premium payment (except for monthly Electronic Funds Transfer Plan payments, which are paid automatically). If you own more than one Policy, you can request us to send one notice called a list bill – that reminds you of your payments for all of your Policies. We require at least three participants for a list bill. You can choose to receive the list bill every month.

If you have any Total Policy Debt, we will treat any payment you make during the life of your Policy as a loan repayment, not as a premium payment, unless you tell us otherwise in writing. When a payment, or any portion of it, exceeds your Total Policy Debt, we will treat it as a premium payment.

You do not have to make the premium payments you have scheduled. However, not making a premium payment may have an impact on any financial objectives you may have set for your Policy's Accumulated Value and Death Benefit, and could cause your Policy to lapse. Even if you pay all your premiums when they're scheduled, your Policy could lapse if the Accumulated Value, less any Total Policy Debt, is not enough to pay your monthly charges. See the **YOUR POLICY'S ACCUMULATED VALUE** section in this prospectus for more information.

### Paying Your Premium

Premium payments must be made in a form acceptable to us before we can process it. You may pay your premium:

By personal check, drawn on a U.S. bank;

By cashier's check, if it originates in a U.S. bank;

By money order in a single denomination of more than \$10,000 for in force payments, if it originates in a U.S. bank;

By third party payments, when there is a clear relationship between the payor (individual, corporation, trust, etc.) and the Insured(s) and/or Owner;

By temporary check with the ABA routing number and account number pre-printed on the check;

Wire transfers that originate in U.S. banks.

We will not accept premium payments in the following forms:

Cash;

Credit card or check drawn against a credit card account;

Traveler's checks;

Cashier's check or money order drawn on a non-U.S. bank, even if the payment may be effected through a U.S. bank;

Money order in a single denomination of \$10,000 or less;

Third party payments, if there is not a clear relationship between the payor (individual, corporation, trust, etc.) and the Insured(s) and/or Owner;

Wire transfers that originate from foreign bank accounts.

If your Policy is subject to the Minimum Death Benefit, and you want to pay a premium that increases the Net Amount At Risk, you will need to provide us with satisfactory evidence of insurability before we can increase the Death Benefit regardless of which Death Benefit Option you have selected. In this event, your cost of insurance charges will also increase. Cost of insurance charges are among other things, upon your Policy's Net Amount At Risk. For more information, see **YOUR POLICY'S ACCUMULATED VALUE** section in this prospectus on how cost of insurance charges are calculated.

All unacceptable forms of premium payments will be returned to the payor along with a letter of explanation. We reserve the right to reject or accept any form of payment. If you make premium payments or loan repayments by Electronic Funds Transfer or by check other than a cashier's check, your payment of any withdrawal proceeds and any refund during the free look period may be delayed until we receive confirmation in our administrative office that your payment has cleared.

#### Monthly Electronic Funds Transfer Plan

You can make monthly premium payments or loan payments using our Electronic Funds Transfer Plan. Here's how it works:

You authorize us to withdraw a specified amount from your checking account, savings account or money market account each month.

If you do not specify a day for us to make the withdrawal, we will withdraw the payment on your Policy's monthly anniversary.

If you make monthly payments by the Electronic Funds Transfer Plan, we will apply the payments as loan repayment unless you have requested that payments be applied as premium payments. Loan payments made by the Electronic Funds Transfer Plan must be at least \$50.

#### Deductions From Your Premiums

There are different premium types for this Policy. The premium type is used to determine the applicable premium load for each premium payment. The three premium load types are basic premium load, internal premium load, and surplus premium load.

We deduct a maximum basic premium load of 6.90% from each premium payment you make excluding any internal premiums. Internal premiums are premiums made by a replacement or conversion of an existing policy you have with us. We deduct a maximum internal premium load of 6.90% from each internal premium. If the existing policy you have with us is a variable universal life policy and a conversion or split option rider was used or the transfer was made in connection with a transfer or exchange offer by us or Pacific Select Distributors, LLC (our distributor), the value transferred from the old policy will not incur any premium load, including any internal premium load. Premium loads will apply on the new policy for additional premium added at issue or after the initial premium paid.

The surplus premium load is deducted from premiums paid (excluding internal premiums) that are greater than a certain amount (called the Premium Band in your Policy Specifications) as long as the Policy is In Force. The surplus premium load is the surplus premium load rate multiplied by total premiums made in excess of the Premium Band. The maximum surplus premium load rate on a guaranteed basis is 20% of the premiums made in excess of the Premium Band. The Premium Band and the current surplus premium load rate will vary by Policy, however, once the Policy is issued the applicable Premium Band and the current surplus premium load rate will never change. Work with your life insurance producer prior to purchase to determine what Premium Band and surplus premium load applies to you.

Premium loads help pay for the cost of distributing our Policies, and is also used to pay state and local premium taxes, any other that may be imposed, and to compensate us for certain costs or lost investment opportunities resulting from our amortization and delayed recognition of certain policy acquisition expenses for federal income tax purposes. These consequences are referred to as deferred acquisition cost ("DAC tax").

Like other Policy charges, we may profit from premium loads and may use these profits for any lawful purpose, such as the payment of distribution and administrative expenses. We will notify you in advance if we change our current load rate.

### Limits on the Premium Payments You Can Make

We will not accept premium payments after your Policy's Monthly Deduction End Date.

Federal tax law puts limits on the amount of premium payments you can make in relation to your Policy's Death Benefit. These limits apply in the following situations:

If you have chosen the Guideline Premium Test as your Death Benefit Qualification Test and accepting the premium means your Policy will no longer qualify as life insurance for federal income tax purposes.

If applying the premium in that Policy Year means your Policy will become a Modified Endowment Contract, you may direct us to accept premium payments or other instructions that will cause your Policy to be treated as a Modified Endowment Contract by signing a Modified Endowment Contract Election Form. You will find a detailed discussion of Modified Endowment Contracts in the **VARIABLE LIFE INSURANCE AND YOUR TAXES** section in this prospectus. You should speak to a qualified tax advisor for complete information regarding Modified Endowment Contracts.

If applying the premium payment to your Policy will increase the Net Amount At Risk. This will happen if your Policy's Death Benefit is equal to the Minimum Death Benefit or would be equal to it once we applied your premium payment.

You will find more detailed information regarding these situations in the SAI.

### Allocating Your Premiums

We generally allocate your Net Premiums to the Investment Options you have chosen on your application on the day we receive them. See the **APPENDIX: FUNDS AVAILABLE UNDER THE POLICY** section in this prospectus for more information about the







Your Policy and any Riders will provide a list of all guaranteed Policy charges as shown in the FEE TABLES section in this

The guaranteed monthly Coverage charge in year one is:

Under Death Benefit Option A, is  $\$332.96 ((\$350,000 \div 1,000) \times 0.8813) + 24.50$

Under Death Benefit Option B, is  $\$781.13 ((\$350,000 \div 1,000) \times 2.1618) + 24.50$

Here is an example of the current monthly charge using the numbers above and using a Coverage Charge factor of 90% (0.90):

Under Death Benefit Option A, is  $\$302.11 ((\$350,000 \div 1,000) \times 0.8813) \times 0.90 + 24.50$

Under Death Benefit Option B, is  $\$705.47 ((\$350,000 \div 1,000) \times 2.1618) \times 0.90 + 24.50$

#### Charges for optional riders

If you add any Riders to your Policy, we add any charges for them to your monthly charge. The current charges are discussed for each Rider, where applicable, in the **OPTIONAL RIDERS AND BENEFITS** section in this prospectus.

#### Indexed Fixed Option Charge

We assess an additional charge every month for amounts allocated to the 1-Year High Cap Plus Indexed Account. The charge is assessed to the Monthly Deductions assessed against the Policy's Accumulated Value. The charge is calculated by multiplying the current Indexed Fixed Option Charge rate, which is 3.00% annually (0.25% monthly), by the value of the 1-Year High Cap Plus Indexed Account after transactions and before monthly deductions on the Monthly Payment Date.

An example:

Assume the Indexed Fixed Option Charge rate is 0.25% per month.

For a Policy with \$10,000 allocated to the 1-Year High Cap Plus Indexed Account, the monthly Indexed Fixed Option Charge is:  
 $(\$10,000 \times 0.25\%) = \$25$

See the **YOUR INVESTMENT OPTIONS – Indexed Fixed Options – Segment Value Changes** section in this prospectus.

#### Asset charge

The asset charge is deducted monthly and is assessed against the Policy's unloaned Accumulated Value. The current charge is 0.03% annually (0.0125% monthly) of unloaned Accumulated Value. The charge is guaranteed not to exceed 0.36% annually (0.03% monthly) of unloaned Accumulated Value.

An example

Assume a Policy with an Accumulated Value of \$250,000, a Standard Loan Account of \$25,000, and thus an unloaned Accumulated Value of \$225,000. The maximum monthly asset charge is:  $\$225,000 \times 0.03\% = \$67.50$

## Transaction Fees

- Loans or withdrawals you make from your Policy
- Certain Rider benefits paid from your Policy
- Not making planned premium payments
- The performance of your Investment Options
- Charges under the Policy.

If your Policy's Accumulated Value plus any Indexed Termination Credit (see Indexed Fixed Options – Minimum Indexed Benefit Rider) less Total Policy Debt is not enough to pay the total monthly charge, your policy will enter its Grace Period. We deduct the amount that is available and send you, and anyone you have assigned your Policy to, a notice telling you the amount to pay to keep your Policy In Force. The minimum amount you must pay to keep your Policy In Force is equal to three times the monthly charge was due on the Monthly Payment Date, less any Indexed Termination Credit, when there was not enough Accumulated Value to the charge, plus premium load. For more information regarding payment due to keep your Policy In Force, please contact our Consumer Markets Division.

We will give you a Grace Period of 61 days from the date we send the notice to pay sufficient premium to keep your Policy In Force. Your Policy will remain In Force during the Grace Period.

If we do not receive your payment within the Grace Period, your Policy will lapse with no value. This means we will end your life insurance Coverage.

If you make the minimum payment

If we receive your payment within the Grace Period, we will allocate your Net Premium on the day it is received to the Investment Options you have chosen and deduct the monthly charge from your Investment Options as an Account Deduction at the next monthly payment date. A minimum of the Monthly Deduction due plus three times the Monthly Deduction due when the insufficiency occurred less any Indexed Termination Credit, plus any applicable premium load, must be paid.

If your Policy is in danger of lapsing and you have Total Policy Debt, you may find that making the minimum payment would cause the total premiums paid to exceed the maximum amount for your Policy's Face Amount under tax laws. In that situation, we will not accept the portion of your payment that would exceed the maximum amount. To stop your Policy from lapsing, you will have to repay a portion of your Total Policy Debt.

Remember to tell us if your payment is a premium payment. Otherwise, we will treat it as a loan repayment.

How to avoid future lapsing

To stop your Policy from lapsing in the future, you may want to make larger or more frequent premium payments if tax laws permit. Or if you have a Policy loan, you may want to repay a portion of it.

Paying Death Benefit Proceeds during the Grace Period

If the Insured dies during the Grace Period, we will pay Death Benefit Proceeds (which include any Indexed Termination Credit) to your Beneficiary. See **YOUR INVESTMENT OPTIONS – Indexed Fixed Options – Minimum Indexed Benefit Rider** section in this prospectus. We will reduce the payment by any unpaid monthly charges and any Total Policy Debt.

Reinstating a lapsed Policy

If your Policy lapses, you have three years from the end of the Grace Period to apply for a reinstatement. We will consider your reinstatement request if you send us the following:

- A written application

- Evidence satisfactory to us that the Insured is still insurable

- A Premium payment (less any Indexed Termination Credit) sufficient, after reduction by any premium load, to:

- Cover all unpaid monthly charges and Policy loan interest that were due in the Grace Period,

- Keep your Policy In Force for three months after the day your Policy is reinstated, and

- Cover any negative Accumulated Value if there was a Policy loan or other outstanding Total Policy Debt at the time of lapse.

We will reinstate your Policy as of the first Monthly Payment Date on or after the day we approve the reinstatement. When we reinstate your Policy, its Accumulated Value will be the same as it was on the day your Policy lapsed. We will allocate the Accumulated Value according to your most recent premium allocation instructions.

At reinstatement:

- Surrender charges and Policy charges other than Cost of Insurance charges for Basic Life Coverage under this Policy will resume on their schedule as of the Monthly Payment Date when lapse occurred.

Cost of Insurance Charges will be calculated using Cost of Insurance Rates that resume their original schedule as if lapse had never occurred, reflecting the Insured's Age at reinstatement and policy duration measured from the original Policy Date.

#### Reinstating a lapsed Policy with Total Policy Debt

If there was a Standard Loan and/or an Alternate Loan at the time of lapse, upon reinstatement we will eliminate the loan by deducting any Total Policy Debt from the Accumulated Value. Any negative Accumulated Value will be due in addition to sufficient premium at the time of reinstatement.

## YOUR INVESTMENT OPTIONS

You can find a complete list of the Variable Investment Options available under this Policy in the APPENDIX: FUNDS AVAILABLE UNDER THE POLICY section in this prospectus.

We put your Net Premium in our General Account and Separate Account. We own the assets in our accounts and allocate your Net Premiums, less any charges, to the Investment Options you have chosen. Amounts allocated to any available Fixed Options or Life Fixed Options are held in our General Account. Amounts allocated to the Variable Investment Options are held in our Separate Account. You will find information about when we allocate Net Premiums to your Investment Options in the HOW PREMIUMS WORK section in this prospectus.

You choose your initial Investment Options on your application. If you choose more than one Investment Option, you must tell us the dollar amount or percentage you want to allocate to each Investment Option. You can change your premium allocation instructions any time.

You can change your premium allocation instructions by writing or sending a fax. If we have your completed telephone and electronic authorization on file, you can call us at (800) 347-7787 or submit a request electronically. Or you can ask your life insurance producer to contact us. You will find more information regarding telephone and electronic instructions in the POLICY BASICS section in this prospectus.

The Investment Options you choose, and how they perform, will affect your Policy's Accumulated Value and may affect the Death Benefit. Please review the Investment Options carefully. You may ask your life insurance producer to help you choose the right option for your goals and tolerance for risk. Any financial firm or representative you engage to provide advice and/or make transfers for you is not acting on our behalf. We are not responsible for any investment decisions or allocations you make, recommendations such as those financial representatives make or any allocations or specific transfers they choose to make on your behalf. Some broker-dealers may not allow or may limit the amount you may allocate to certain Investment Options. Work with your life insurance producer to help you choose the right Investment Options for your investment goals and risk tolerance. Make sure you understand any costs you may incur directly and indirectly on your Investment Options because they will affect the value of your Policy.

Certain of the asset allocation Fund(s), including the Pacific Select Fund asset allocation Fund(s), may use futures and options to reduce the portfolios' equity exposure during periods when market indicators suggest high market volatility. This strategy is designed to reduce the risk of market losses from investing in equity securities. However, this strategy may result in periods of underperformance, including periods when specified benchmark indexes are appreciating but market volatility is high. As a result, your Accumulated Value may increase less than it would have without these defensive actions.

We are not responsible for the operation of the underlying Funds or any of their portfolios. We also are not responsible for ensuring that the underlying Funds and their portfolios comply with any laws that apply.

### Calculating unit values

When you choose a Variable Investment Option, we credit your Policy with accumulation units. The number of units we credit equals the amount we have allocated divided by the unit value of the Variable Account. Similarly, the number of accumulation units in your Policy will be reduced when you make a transfer, withdrawal or loan from a Variable Investment Option, and when your monthly charges are deducted.

#### An example

You ask us to allocate \$6,000 to the Equity Index Investment Option on a Business Day. At the end of that day, the unit value of the Variable Account is \$15. We will credit your Policy with 400 units (\$6,000 divided by \$15).

The value of an accumulation unit is the basis for all financial transactions relating to the Variable Investment Options. The value of an accumulation unit is not the same as the value of a share in the underlying Fund. We calculate the unit value for each Variable Account once every Business Day, usually at or about 4:00 p.m. Eastern time.

Generally, for any transaction, we will use the next unit value calculated after we receive your Written Request. If we receive your Written Request before the time of the close of the New York Stock Exchange, which is usually 4:00 p.m. Eastern time, on a Business Day, we will use the unit value calculated as of the end of that Business Day. If we receive your request at or after the time of the close of the New York Stock Exchange on a Business Day, we will use the unit value calculated as of the end of the next Business Day. Unit values will not be calculated on days that the New York Stock Exchange, our Consumer Markets Division, or an underlying

The unit value calculation is based on the following:

The investment performance of the underlying Fund

Any dividends or distributions paid by the underlying Fund

Any charges for any taxes that are, or may become, associated with the operation of the Variable Account.

The unit value of a Variable Account will change with the value of its corresponding Fund. Changes in the unit value of a Variable Account will not change the number of accumulation units credited to your Policy. For unit values please go to [www.pacificlife.com](http://www.pacificlife.com)

## Fixed Options

You can also choose from two Fixed Options: Fixed Account and the Fixed LT Account. Fixed Account may earn a lower declared interest rate and has more flexible allocation rules than the Fixed LT Account. The Fixed LT Account may earn a higher declared interest rate but has stricter allocation rules than the Fixed Account. See the INVESTMENT OPTIONS – Transferring Among Investment Options and Market-timing Restrictions section in this prospectus for information on the allocation rules.

The Fixed Options provide a guaranteed minimum annual rate of interest. The amounts allocated to the Fixed Options and the Fixed Options are held in our General Account. See the ABOUT PACIFIC LIFE section in this prospectus.

Here are some things you need to know about the Fixed Options:

Accumulated Value allocated to the Fixed Options earns interest on a daily basis, using a 365-day year. Our minimum annual interest rate is 2.00%.

We may offer a higher annual interest rate on the Fixed Options. If we do, we will guarantee the higher rate until your next Policy Anniversary.

There are no direct charges. Policy charges still apply. Although the Fixed Account provides a guaranteed minimum interest rate, as a General Account asset, any guarantee is backed by our claims paying ability.

There are limitations on when and how much you can transfer from the Fixed Options. These limitations are described below in the

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Here is a summary comparing the Indexed Fixed Options			
	<u>1-Year Indexed Account</u>	<u>1-Year High Cap Plus Indexed Account</u>	<u>1-Year No Cap Indexed Account</u>
Index	S&P 500® Index	S&P 500® Index	S&P 500® Index
Segment Term	1 year	1 year	1 year
Maximum Indexed Fixed Option Charge Rate	N/A	0.25%/month (3.00% annually)	N/A
Guaranteed Minimum Participation Rate	100%	100%	20%
Guaranteed Minimum Growth Cap	2%	15%	N/A
Guaranteed Maximum Indexed Threshold Rate	N/A	N/A	10%
Minimum Segment Guaranteed Interest Rate	0%	0%	0%
Guaranteed Minimum Segment Adjustment Factor	1.0	0.60	1.0

Allocations to the Indexed Accounts are made first to the Fixed Account and transferred to the Indexed Accounts on the next Segment Start Date. Any amounts allocated to the Fixed Account while pending transfer to the Indexed Accounts will earn interest on a daily basis and the interest accrued will remain in the Fixed Account unless otherwise requested. If you surrender your Policy before segment maturity, you will forfeit any Segment Indexed Interest. We reserve the right to add additional Indexed Accounts or to cease offering one or more of the Indexed Accounts at any time. If we cease offering an Indexed Account, we would not allow any new Segments to be created and for any existing Segments, the change would take effect at the end of a Segment Term. We will notify you of any change at your address on file with us.

You may also allocate all or part of your Net Premium and your Accumulated Value to the Indexed Accounts if certain conditions are met. Currently, we do not limit the amount that you may allocate and/or transfer to the Indexed Fixed Options. However, we reserve the right to limit allocations and/or transfers to the Indexed Fixed Options to a certain percentage of your Accumulated Value. We will notify you of any limitation at your address on file with us. Accumulated Value in the Indexed Accounts is divided into Segments. We will create a separate Segment for each allocation to an Indexed Account. Allocations to the Indexed Accounts are made first to the Fixed Account and transferred from the Fixed Account to an Indexed Account on the next Segment Start Date (currently the 15th of each month). Each Segment represents Accumulated Value transferred from the Fixed Account to the Indexed Accounts on a Segment Start Date.

#### Minimum Segment Guaranteed Interest Rate

The Minimum Segment Guaranteed Interest rate is the minimum annual rate that is added to each Index Segment at Segment Maturity. The rate is guaranteed to never be lower than 0%.

#### Growth Cap

Segment Indexed Interest is subject to a Growth Cap for the 1-Year Indexed Account and the 1-Year High Cap Plus Indexed Account which is the highest percentage that will be credited for a one-year period even if the change in the S&P 500® is higher. The steps used to calculate the amount of interest credited and how the Growth Cap is used can be found in the Segment Maturity section below. The Growth Cap is subject to change at our discretion, but the Growth Cap percentage is guaranteed (the Guaranteed Minimum Growth Cap) never to be lower than 2% for the 1-Year Indexed Account and 15% for the 1-Year High Cap Plus Indexed Account. We will declare any change in the current Growth Cap at the start of a Segment Term; the current Growth Cap will remain in effect for that Segment Term. If you have an existing Segment, before the end of your Segment Term, please contact us at (800) 347-7787 or contact your life insurance producer for the current Growth Cap that will apply to a new Segment. If you are allocating to a Segment for the first time, you can contact us or ask your life insurance producer for information on the current Growth Caps prior to investment. Once a Segment is created, you cannot transfer Accumulated Value out of that Segment to any other Indexed Account or Fixed Option until the end of the Segment Term. Money may be transferred from a Segment for withdrawals and Standard Policy Loans, however, a Lockout Period will apply if the withdrawal or Standard Loan is not part of a Systematic Distribution Program. The 1-Year No Cap Indexed Account does not have a Growth Cap.

#### Indexed Threshold Rate

Segment Indexed Interest is subject to an Indexed Threshold Rate for the 1-Year No Cap Indexed Account. The Indexed Threshold Rate reduces the percentage that will be credited for a one-year period. At the end of a Segment Term, we determine the Index Growth Rate which reflects the performance of the underlying Index. The Index Growth Rate is then reduced by the Indexed Threshold Rate. A higher Indexed Threshold Rate may reduce the amount of interest credited at the end of a Segment Term and a lower Indexed Threshold Rate may increase the amount of interest credited at the end of a Segment Term. The steps used to calculate the amount of interest credited at the end of a term and how the Indexed Threshold Rate is used can be found in the Segment Maturity section below. The Indexed Threshold Rate is subject to change at our discretion, but the Indexed Threshold Rate is guaranteed (the Guaranteed Maximum Indexed Threshold Rate) never to be higher than 10%. We will declare any change in the current Indexed Threshold Rate at the start of a Segment Term; the current Indexed Threshold Rate will remain in effect for that Segment Term. If you have an existing Segment, before the end of your Segment Term, please contact us at (800) 347-7787 or contact your life insurance producer for information on the current Indexed Threshold Rate that will apply to a new Segment. If you are allocating to a Segment



for the first time, you can contact us or ask your life insurance producer for information on the current Indexed Threshold Rate prior to investment. Once a Segment is created, you cannot transfer Accumulated Value out of that Segment to any other Indexed Account with a Fixed Option until the end of the Segment Term. Money may be transferred from a Segment for withdrawals and Standard Policy Loans, however, a Lockout Period will apply if the withdrawal or Standard Loan is not part of a Systematic Distribution Program. The 1-Year Indexed Account and the 1-Year High Cap Plus Indexed Account do not have an Indexed Threshold Rate.

### Participation Rate

The Participation Rate is used to determine what percentage of the growth in the underlying Index will be used to determine the amount of interest credited at the end of a Segment Term. The steps used to calculate the amount of interest credited at the end of a term and how the Participation Rate is used can be found in the Segment Maturity section below. The Participation Rate is subject to change at our discretion, but the Participation Rate is guaranteed (Guaranteed Minimum Participation Rate) to never be lower than 100% for the 1-Year Indexed Account, 100% for the 1-Year High Cap Plus Indexed Account, and 20% for the 1-Year No Cap

We credit interest on Accumulated Value in the Indexed Accounts at the end of a one-year period (the Segment Maturity), based in part on any positive change in the S&P 500® Index excluding dividends. This positive change, however, is limited by any applicable Growth Cap (as discussed below, the Growth Cap includes the Minimum Segment Guaranteed Interest Rate) or any applicable Indexed Threshold Rate (as discussed below, the Indexed Threshold Rate reduces the Index Growth Rate). Generally, a portion of the total return on investments in the securities that underlie the S&P 500® are investment dividends. However, allocations to the 1-Year Indexed Account, 1-Year High Cap Plus Indexed Account, and 1-Year No Cap Indexed Account will not receive their portion of total returns attributable to dividends, so that the index's performance will be less than that of the securities underlying the S&P 500® Index. We refer to the total interest we credit to a Segment as the Total Interest Credited. If you surrender your Policy before Segment Maturity, no interest will be paid and you will forfeit any interest we would have otherwise credited. If you take a partial withdrawal from a Segment, the withdrawal will reduce the average monthly Segment Balance but any interest due will still be paid. We determine the Segment balance each month (a Segment Month) and average these amounts for determining the interest that may be applied. See the "Here is an example of how a withdrawal from the Policy affects Segment Indexed Interest" table below for a partial withdrawal and average monthly Segment Balance example.

The following examples are not intended to serve as projections of future investment returns nor are they a reflection of how your Policy will actually perform.

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<sup>1</sup> The "S&P 500 INDEX" is a product of S&P Dow Jones Indices LLC or its affiliates ("SPDJ") and has been licensed for use by Pacific Life Insurance Company. Standard & Poor's® and S&P® are registered trademarks of Standard & Poor's Financial Services LLC ("S&P"); Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC ("Dow Jones"); and these trademarks have been licensed for use by SPDJI and sublicensed for certain purposes by Pacific Life Insurance Company. It is not possible to invest directly in an index. Pacific Life Insurance Company's Product(s) are not sponsored, endorsed, sold or promoted by SPDJI, Dow Jones, S&P, any of their respective affiliates (collectively, "S&P Dow Jones Indices"). S&P Dow Jones Indices does not make any representation, warranty, express or implied, to the owners of Pacific Life Insurance Company's Product(s) or any member of the public regarding the advisability of investing in securities generally or in Pacific Life Insurance Company's Product(s) particularly or the ability of the S&P 500 INDEX to track general market performance.

## Examples

Below is a hypothetical example that shows how we currently credit interest to a Segment in the 1-Year Indexed Account.

### Assumptions:

The segment Accumulated Value is \$10,000 at the start of the first segment.

All Policy charges are deducted from the Fixed Account and/or the Variable Accounts.

The rates for the Growth Cap and Participation Rate and the factor for the Segment Adjustment Factor are hypothetical and illustrative purposes only.

Accumulated Value is reallocated to a new Segment at Segment Maturity.

Segment	Year 1	Year 2	Year 3	Year 4	Year 5
Amount at Start of Segment	10,000.00	10,900.00	10,900.00	10,987.20	

<sup>1</sup>The performance of the Index reflected in this example is not necessarily an indication or guarantee of how the Index will perform in the future.



Below is a hypothetical example that shows how we currently credit interest to a Segment in the 1-Year No Cap Indexed Account.

Assumptions:

The segment Accumulated Value is \$10,000 at the start of the first segment.

All Policy charges are deducted from the Fixed Account and/or the Variable Accounts.

The rates for the Indexed Threshold Rate and Participation Rate and the factor for the Segment Adjustment Factor are hypothetical and for illustrative purposes only.

Accumulated Value is reallocated to a new Segment at Segment Maturity.

\* The Segment Adjustment is zero since the factor is 1.0.

Total Return over Period	6.76%
Annual Return over Period	1.32%

<sup>1</sup> The performance of the Index reflected in this example is not necessarily an indication or guarantee of how the Index will perform in the future.

Below is a hypothetical example that shows how we credit interest to a Segment in the 1-Year High Cap Plus Indexed Account on a guaranteed basis. On a guaranteed basis refers to the fact that the Growth Cap is guaranteed to never be lower than 15%, the Participation Rate is guaranteed to never be lower than 100%, and the Segment Adjustment Factor is guaranteed to never be lower than 0.60.

Assumptions:

The segment Accumulated Value is \$10,000 at the start of the first segment.

All Policy charges, including the annual 3.00% (0.25% monthly) Indexed Fixed Option Charge, are deducted from the Fixed Account and/or the Variable Accounts.

Accumulated Value is reallocated to a new Segment at Segment Maturity.

Segment	Year 1	Year 2	Year 3	Year 4	Year 5
Amount at Start of Segment	10,000.00	10,900.00			

Below is a hypothetical example that shows how we credit interest to a Segment in the 1-Year No Cap Indexed Account on a guaranteed basis. On a guaranteed basis refers to the fact that the Indexed Threshold Rate is guaranteed to never be higher than 10%, the Participation Rate is guaranteed to never be lower than 20%, and the Segment Adjustment Factor is guaranteed to never be lower than 1.

Assumptions:

The segment Accumulated Value is \$10,000 at the start of the first segment.

All Policy charges are deducted from the Fixed Account and/or the Variable Accounts.

Accumulated Value is reallocated to a new Segment at Segment Maturity.

<sup>1</sup> The performance of the Index reflected in this example is not necessarily an indication or guarantee of how the Index will perform in the future.  
Here is how Segments Work





We reserve the right to change the Segment Start Dates and to limit transfers into the Indexed Accounts, but in any event, you will be allowed to make transfers at least once per calendar quarter. We will notify you in the Annual Report or other written notice if we change the Segment Start Dates.

There are two ways to make transfers to the Indexed Accounts:

Payment and Reallocation Instructions; and

Transfers by Written Request.

Transfers to the Indexed Accounts will be based on your latest instructions on file with us. There are two types of instructions for transfers to the Indexed Accounts.

1. Payment Instructions: Your instructions to us to transfer a portion of a Net Premium or loan repayment to an Indexed Account. The portion of the Net Premium or loan repayment that you designated will be deposited into the Fixed Account on the day it is received and will remain there until the next Segment Start Date, assuming we received your instructions and payment by the Cutoff Date for that Segment Start Date. The Fixed Account will earn interest and be assessed Policy charges during this period. On the Segment Start Date, we will transfer the lesser of the amount of Net Premium or loan repayment you designated for transfer, or the Fixed Account value. If you did not give us instructions and your payment by the Cutoff Date or if your Policy is in a Lockout Period, we will not make the transfer to the Indexed Account.

An example:

We receive and apply a premium payment of \$10,000 on January 2, which corresponds to a Net Premium of \$9,310 after deduction of a \$690 maximum basic premium load. Based upon your payment instructions, 100% of the Net Premium is applied to an Indexed Account and the Designated Amount = \$9,310.

On January 2, the Designated Amount is applied to the Fixed Account and the Fixed Account balance is \$9,310. The Policy earns interest and charges are deducted, and on January 15 (the Segment Start Date), the Fixed Account balance is equal to \$9,280.

On January 15, the Segment Start Date, the Fixed Account balance is \$9,280, which is less than the Designated Amount. This amount will be transferred to the Indexed Account selected and the Fixed Account balance will be zero.

Another example:

1. Payment Instructions: Your instructions to us to transfer a portion of a Net Premium or loan repayment to an Indexed Account. The portion of the Net Premium or loan repayment that you designated will be deposited into the Fixed Account on the day it is received and will remain there until the next Segment Start Date, assuming we received your instructions and payment by the Cutoff Date for that Segment Start Date. The Fixed Account will earn interest and be assessed Policy charges during this period. On the Segment Start Date, we will transfer the lesser of the amount of Net Premium or loan repayment you designated for transfer, or the Fixed Account value. If you did not give us instructions and your payment by the Cutoff Date or if your Policy is in a Lockout Period, we will not make the transfer to the Indexed Account.

Deductions from the Indexed Accumulated Value may be taken for monthly Policy charges, withdrawals or Standard Segments. Indexed Interest will be credited to the Segment and is equal to the Segment Indexed Interest Rate multiplied by the average of all Segment Monthly Balances over the entire Segment Term. This means that a proportionate Segment Indexed Interest will be applied to all amounts that are deducted from the Indexed Accounts over the Segment Term.

Here is an example of how a withdrawal from the Policy affects Segment Indexed Interest.

We create the Segment on January 15 with a \$1,000 allocation.

You have not taken a Standard Loan, and we have not deducted Policy charges from the Segment.

On July 15, you take a single withdrawal of \$300 from the Segment.

At the end of the Segment Term, the Index Growth Rate and corresponding Segment Indexed Interest Rate are 8%.

<u>End of Segment Month</u>	<u>Segment Monthly Balance</u>
February 1	\$1,000
March 1 <sup>2</sup>	\$1,000
April 1 <sup>4</sup>	\$1,000
May 1 <sup>4</sup>	\$1,000
June 1 <sup>4</sup>	\$1,000
July 1 <sup>2</sup>	\$1,000
August 1 <sup>2</sup>	\$700
September 1	\$700
October 1 <sup>4</sup>	\$700
November 1 <sup>4</sup>	\$700
December 1	\$700
January 1	\$700

(of the following year)

The average monthly Segment Balance is \$850 (6 months × \$1,000 + 6 months × \$700, divided by 12).

The Segment Indexed Interest credited at Segment Maturity is \$68 ( $\$850 \times 8\% = \$68.00$ ). Upon Segment Maturity, the first Segment Accumulated Value is \$768 (the \$700 remaining Segment Balance plus the \$68 Segment Indexed Interest).

The Segment Indexed Interest Rate reflects the Index Growth Rate less the Indexed Threshold Rate, and is equal to  $[(a - b) \times c]$

If the Policy lapses and is later reinstated, then this rider will also be reinstated. At such time, the Indexed Termination Credit will equal the Indexed Termination Credit on the date of lapse. Any premium required to reinstate the Policy will be reduced by any Indexed Termination Credit on the date of lapse.

#### Termination

This rider will terminate on the date the Policy ceases to be In Force. You may not terminate this rider by Written Request.

#### Transferring Among Investment Options and Market-timing Restrictions

##### Transfers

You can transfer among your Investment Options any time during the life of your Policy without triggering any current income tax. If your state requires us to refund your premiums when you exercise your Free Look Right, you can make transfers and use transfer programs only after the Free Look Transfer Date. Your transfer of Accumulated Value on the Free Look Transfer Date does not count as a transfer for purpose of applying the limitations described in this section. You can make transfers by writing to us, by making telephone or electronic transfer, or by signing up for one of our automatic transfer services. You will find more information about making telephone and electronic transfers in the POLICY BASICS section of this prospectus.

Transfers will normally be effective as of the end of the Business Day we receive your written, telephone or electronic request.

Here are some things you need to know about making transfers:

Transfers are limited to 25 for each calendar year. Any transfers to or from the Fixed Account or Fixed LT Account will be counted towards the 25 allowed each calendar year unless part of a transfer program (for example, the first year transfer service) or if the transfer is from the Fixed Account to an Indexed Fixed Option.

If you have used all 25 transfers available to you in a calendar year, you may no longer make transfers between the Investment Options until the start of the next calendar year. However, you may make 1 transfer of all or a portion of your Policy's Accumulated Value remaining in the Variable Investment Options into the Fixed Government Money Market Variable Account prior to the start of the next calendar year.

You may only make 2 transfers in any calendar month to or from each of the following Investment Options:

Only one transfer into the Fixed LT account is allowed during any 12 month period. There is no limit on the number of transfers into the Fixed Account other than the restriction that the total number of transfers cannot exceed 25 in a policy year. Transfers to the Fixed Options may be limited (see **YOUR INVESTMENT OPTIONS – Fixed Options** section in this prospectus).

You can make one transfer in any 12-month period from each Fixed Option, except if you have signed up for the first year transfer service (see **YOUR INVESTMENT OPTIONS – Transfer Services** section in this prospectus).

Transfers from the Fixed Account may be made into the Variable Investment Options, the Fixed LT Account or both, subject to the following limits:

You may transfer up to 100% of the value in the Fixed Account to the Fixed LT Account,

You may transfer from the Fixed Account to the Variable Investment Options the lesser of:

100% of the value in the Fixed Account, or

The greater of:

\$5,000,

25% of your Policy's Accumulated Value in the Fixed Account and the Indexed Accounts, which will be taken from the Fixed Account only and cannot exceed the Fixed Account Value, or

The total amount transferred from the Fixed Account to the Variable Investment Options in the prior year.

Transfers from the Fixed LT Account may be made to the Variable Investment Options, the Fixed Account, or both. The transfer is limited to the greater of:

\$5,000, or

10% of the Accumulated Value in the Fixed LT Account, or

The total amount transferred from the Fixed LT Account to either the Fixed Account or the Variable Investment Options in the prior year.

We reserve the right, in our sole discretion, to waive the transfer restrictions on the Fixed Options. Please contact us or your insurance producer to find out if a waiver is currently in effect.

If you request a transfer to the Indexed Fixed Options and we receive your instructions by the Cutoff Date, we will make the transfer first to the Fixed Account and then to the Indexed Fixed Options on the next Segment Start Date.

Currently, there is no charge for making a transfer but we may charge you in the future. The maximum fee we will charge for a transfer is \$25 per transfer in excess of 12 per Policy Year.

There is no minimum required value for the Investment Option you are transferring to or from.

There is no minimum amount required if you are making transfers between Variable Investment Options.

You cannot make a transfer if your Policy is in the Grace Period and is in danger of lapsing.

We can restrict or suspend transfers.

We will notify you or your representative if we refuse or delay your transfer request.

We have the right to impose limits on transfer amounts, the value of the Investment Options you are transferring to or from, impose further limits on the number and frequency of transfers you can make. Any policy we establish with regard to the exercise of any of these rights will be applied uniformly to all Policy Owners.

There are no exceptions to the above transfer limitations in the absence of an error by us, a substitution of Investment Options, reorganization of underlying Funds, or other extraordinary circumstances.

We do not count the transfer from the Fixed Account to an Indexed Fixed Option towards the number of transfers you may make in a Policy Year. Further, we do not count such transfer towards the number of transfers you may make in a Policy Year without a transfer fee.

You may not transfer from an Indexed Fixed Option until Segment Maturity. In addition, you may not allocate all or a portion of a Premium or Accumulated Value to the Indexed Fixed Option if your Policy is in a Lockout Period.

Upon Segment Maturity, the Segment Maturity Value cannot be transferred directly into the Variable Options. The Segment Maturity Value must first be transferred to the Fixed Account before it can be transferred to the Variable Options. You must provide us instructions prior to the Cut-off Date, to automatically transfer the Segment Maturity Value to the Fixed Account. Once the Segment Maturity Value is transferred to the Fixed Account, any transfers, thereafter from the Fixed Account to the Variable Options, will be

subject to the Fixed Account transfer restrictions, which may increase the amount of time required to transfer the value into the Variable Options.

#### Market-timing restrictions

The Policy is not designed to serve as a vehicle for frequent trading in response to short-term fluctuations in the market. According to the prospectuses, organizations or individuals that use market-timing investment strategies and make frequent transfers should not purchase the Policy. Such frequent trading can disrupt management of the underlying Funds and raise expenses. The transfer limitations set forth above are intended to reduce frequent trading. As required by SEC regulation (Rule 22c-2 of the 1940 Act), we entered into written agreements with each Fund or its principal underwriter that require us to provide to a Fund, upon Fund request, certain information about the trading activity of individual Contract Owners. The agreement requires us to execute any Fund instructions we receive that restrict or prohibit further purchases or transfers by specific Contract Owners who violate the frequent trading or market timing policies established by a Fund. The policies of a Fund may be more restrictive than our policies or the policies of other Funds. See the Fund prospectuses for additional information.

In addition, we monitor certain large transaction activity in an attempt to detect trading that may be disruptive to the Funds. In the event transfer activity is found to be disruptive, certain future subsequent transfers by such Policy Owners, or by a life insurance producer or other party acting on behalf of one or more Policy Owners, will require preclearance. Frequent trading and large transactions that are disruptive to Fund management can have an adverse effect on Fund performance and therefore your Policy performance. Such trading may also cause dilution in the value of the Investment Options held by long-term Policy Owners. While these issues can occur in connection with any of the underlying Funds, Funds holding securities that are subject to market pricing inefficiencies are more susceptible to abuse. For example, Funds holding international securities may be more susceptible to timing arbitrage which seeks to take advantage of pricing discrepancies occurring between the time of the closing of the market on which the security is traded and the time of pricing of the Fund.

Our policies and procedures which limit the number and frequency of transfers and which may impose preclearance requirements on certain large transactions are applied uniformly to all Policy Owners, subject to the transfer restrictions outlined above. However, there is a risk that these policies and procedures will not detect all potentially disruptive activity or will otherwise prove ineffective whole or in part. Further, we and our affiliates make available to our variable life insurance policy owners and variable annuity contract owners underlying Funds not affiliated with us. We are unable to monitor or restrict the trading activity with respect to shares of such Funds not sold in connection with our contracts. In the event the Board of Trustees/Directors of any underlying Fund imposes a redemption fee or trading (transfers) limitations, we will pass them on to you.

We reserve the right to restrict, in our sole discretion and without prior notice, transfers initiated by a market timing organization or individual or other party authorized to give transfer instructions on behalf of multiple Policy Owners. Such restrictions could include:

- Not accepting transfer instructions from a representative acting on behalf of more than one Policy Owner, and

- Not accepting preauthorized transfer forms from market timers or other entities acting on behalf of more than one Policy Owner at a time.

We further reserve the right to impose, without prior notice, restrictions on transfers that we determine, in our sole discretion, will disadvantage or potentially hurt the rights or interests of other policy owners.

#### Transfer Services

We offer several services that allow you to make transfers of Accumulated Value or interest earnings from one Investment Option to another. Under the dollar cost averaging and portfolio rebalancing services, you can transfer among the Variable Investment Options. Under the first year transfer service, you can make transfers from the Fixed Account to the Fixed LT Account and the Variable Investment Options. Under the Fixed Option interest sweep service, you can transfer interest earnings from the Fixed Account or Fixed LT Account to the Variable Investment Options. Under the Scheduled Indexed Transfer Program, you can schedule transfers from the Fixed Account to the Indexed Accounts.

We may restrict the number of transfer services in which you can participate at any time. Currently, you may use only one transfer service at any time. We have the right to discontinue, modify or suspend any of these transfer services at any time.

Detailed information regarding each transfer service appears in the SAI.

#### Dollar cost averaging

Our dollar cost averaging service allows you to make scheduled transfers of \$50 or more between Variable Investment Options. This service does not allow you to make transfers to or from either of the Fixed Options or the Indexed Fixed Options. We process transfers at the end of the Business Day on your Policy's monthly, quarterly, semi-annual or annual anniversary, depending on the interval you choose. You must have at least \$5,000 in a Variable Investment Option to start the service.

Since the value of accumulation units can change, more units are credited for a scheduled transfer when unit values are lower, and fewer units when unit values are higher. This allows you to average the cost of investments over time. By making allocations on a regularly scheduled basis, instead of on a lump sum basis, you may reduce exposure to market volatility. Investing this way does not guarantee profits or prevent losses.

We will not charge you for the dollar cost averaging service or for transfers made under this service, even if we decide to charge in the future for transfers outside of the service, except if we have to by law.

#### Example

You instruct us to transfer \$12,000 of Accumulated Value from one Variable Investment Option to another Variable Investment Option that you select over a 12-month period. Each month, we will transfer \$1,000 based on the instructions provided.

#### Portfolio rebalancing

As the value of the underlying Funds changes, the value of the allocations to the Variable Investment Options will also change. The portfolio rebalancing service automatically transfers your Policy's Accumulated Value among the Variable Investment Options according to your original percentage allocations. We process transfers as of the end of the Business Day on your Policy's next quarterly, semi-annual or annual anniversary, depending on the interval you choose, unless you specify a different start date.

Because the portfolio rebalancing service matches your original percentage allocations, we may transfer money from an Investment Option with relatively higher returns to one with relatively lower returns.

We do not charge for the portfolio rebalancing service and we do not currently charge for transfers made under this service. If imposed, transfer fees could be substantial if total transfers scheduled under this service plus any unscheduled transfers you request exceed any applicable minimum guarantee of free transfers per Policy Year.

If at any time you move all or any portion of your Policy's Accumulated Value out of the Investment Options you selected at the time you enrolled in the portfolio rebalancing service, your enrollment will be cancelled. Once the portfolio rebalancing service is cancelled, you must wait 30 days before you can re-enroll.

#### Example

You allocate 25% of your Accumulated Value to four different Variable Investment Options (e.g. Variable Investment Option A, B, C and D) and instruct us to maintain that allocation every three months. You elect to have your Variable Investment Options rebalanced quarterly measured from the date your Policy was issued. Over the three-month period, the Accumulated Value in each of your Variable Investment Options will change due to market fluctuations. At the end of the three-month period, we will rebalance your values (buy and sell accumulation units) so that the Accumulated Value in each Variable Investment Option is back to 25% of the total Accumulated Value.

#### First year transfer

Our first year transfer service allows you to make transfers from the Fixed Account to the Variable Investment Options or the Fixed LT Account during the Policy's first year. It does not allow you to transfer among Variable Investment Options. You enroll in the service when you apply for your Policy using the New Business Variable Life Optional Services form.

This service allows you to average the cost of investments over the first 12 months from the date your initial premium is applied to your Policy. Investing this way does not guarantee profits or prevent losses.

We do not charge for the first year transfer service and we do not currently charge for transfers made under this service. If imposed, transfer fees could be substantial if total transfers scheduled under this service plus any unscheduled transfers you request exceed any applicable minimum guarantee of free transfers per Policy Year.

#### Example

A Policy is issued and Accumulated Value is allocated to the Fixed Account with a request to use the first year transfer service. You choose the amount you want transferred each month for the first 12 months of the Policy. If you allocated \$20,000 to the Fixed Account and instructed us to transfer \$1,000 per month, we will transfer \$1,000 for 12 consecutive months. After the 12 months, the service will terminate.

#### Fixed Option interest sweep

The Fixed Option interest sweep service allows you to make scheduled transfers of the accumulated interest earnings from your Fixed Account or Fixed LT Account to the Variable Investment Options. At the time you complete the election form for the Fixed Option interest sweep service, you will select either the Fixed Account or the Fixed LT Account as the account from which you want to transfer interest earnings. You will also select the Variable Investment Options to which you wish to transfer the interest earnings. Interest earnings subject to transfer under the Fixed Option interest sweep service will begin to accrue on the Policy's first month anniversary following your enrollment in the service. Each transfer must be at least \$50. If the fixed account option you selected on the election form does not have interest earnings of at least \$50, the transfer will be held until the next scheduled transfer date when the interest earnings are at least \$50. Amounts transferred under the Fixed Option interest sweep service do not count against the Variable Investment Option transfer limitations or Investment Option transfer restrictions.

We do not charge for the Fixed Option interest sweep service and we do not currently charge for transfers made under this service. If imposed, transfer fees could be substantial if total transfers scheduled under this service plus any unscheduled transfers you request exceed any applicable minimum guarantee of free transfers per Policy Year.



### Scheduled Indexed Transfer program

Our Scheduled Indexed Transfer program (SIT) allows you to make scheduled transfers from the Fixed Account to the available Indexed Fixed Options. When you complete the form for the SIT, you must specify one of the two available methods to make the allocation: the Specified Amount method or the Period Depletion method.

If you select the Specified Amount method, you will request a specific amount to be transferred. This amount will be transferred until the Fixed Account has been depleted or the number of transfers specified have been completed.

If you select the Period Depletion method, you will specify the number of transfers you wish to make. Amounts will be reallocated from the Fixed Account into an Indexed Fixed Option using a declining balance calculation until the Fixed Account has been depleted.

Allocations from the Fixed Account to new segments of an Indexed Fixed Option will occur on the Transfer Date after any other transfers or premium payment allocations have occurred.

## WITHDRAWALS, SURRENDERS AND LOANS

You can take out all or part of your Policy's Accumulated Value while your Policy is In Force by making withdrawals or surrendering your Policy. You can take out a loan using your Policy as security. You can also use your Policy's loan and withdrawal features to supplement your income, for example, during retirement.

Making a withdrawal, taking out a loan or surrendering your Policy can change your Policy's tax status, generate taxable income, and make your Policy more susceptible to lapsing. Withdrawals and surrenders may have tax consequences, including a possible tax



## Any existing Standard Policy Debt.

An example of how much you can borrow (Standard Loan)

For a Policy in Policy Year 5 with:

Accumulated Value of \$100,000

Standard Policy Debt of \$60,000

A most recent monthly deduction of \$225

A surrender charge of \$5,000 if the Policy was surrendered on the day the loan is taken.

The maximum amount you can borrow is \$34,325.  $(100,000 - (3 \times 225) - 5,000 - 60,000)$

## Alternate Loan

The maximum amount of each Alternate Loan is equal to the lesser of the Standard Loan Amount available under the Policy and c-d-e), where:

a = The Designated Account Value,

b = Interest on the Designated Account Value calculated to the end of the current Policy Year at the Alternate Loan Interest Charged rate,

c = Interest on any existing Standard Policy Debt calculated to the end of the current Policy Year at the Standard Loan Interest Charge rate,

d = The most recent Monthly Deduction multiplied by the number of Monthly Payment dates remaining in the current Policy year, and

e = Any existing Alternate Policy Debt.

An example of how much you can borrow (Alternate Loan)

For a Policy at the beginning of Policy Year 3 with:

Standard Loan Amount available for \$120,000.

Designated Account Value; a= \$100,000

Interest on Designated Account Value; b=\$7,500 (Alternate Loan Interest Charge Rate (Maximum) of 7.5% x \$100,000 = \$7,500)

Standard Policy Debt of \$20,000 with interest due on Policy Year 3; c= \$250 (Standard Loan Interest Charge Rate of 2.25% x \$20,000 =

The most recent Monthly Deduction of \$225 with 12 Monthly Payments remaining in the current Policy Year; d=\$2,700

No existing Alternate Policy Debt; e=0

Since the maximum Alternate Loan Amount is less than the Standard Loan Amount available (\$120,000), the maximum amount you can borrow is \$87,550  $(\$100,000 - (\$7,500) - (\$250) - (\$2,700) - (\$0))$  as an Alternate Loan. The Alternate Loan maximum is less than the Standard Loan Amount available

## Paying off your Standard Loan and/or Alternate Loan

You can pay off all or part of a Standard Loan or Alternate Loan any time while your Policy is In Force.

For Standard Loans, unless you tell us otherwise, we will generally transfer any loan payments you make proportionately to your Investment Options according to your most recent allocation instructions. We may, however, first transfer any loan payments you make to the Fixed Options or the Indexed Fixed Options, up to the amount originally transferred from the Fixed Options or the Indexed Fixed Options to the Standard Loan Account. We will then transfer any excess amount to your Variable Investment Options and Indexed Fixed Options according to your most recent premium allocation instructions.

For Alternate Loans, any loan payments you make will reduce the Alternate Loan Account (including any repayment of Alternate Loan Interest Charged).

While you have Total Policy Debt (which includes any Standard Loan and Alternate Loan), we will treat any money you send us as a loan repayment unless you tell us otherwise in writing. Loan payments will first be applied to an Alternate Loan and then to a Standard Loan unless you tell us which loan (Standard Loan or Alternate Loan) the repayment should be applied to.

You can make monthly loan payments using our Electronic Funds Transfer Plan. Please see **HOW YOUR PREMIUMS WORK- Paying Your Premium - Monthly Electronic Funds Transfer Plan** section in this prospectus for details.

What happens if you do not pay off your Standard Loan or Alternate Loan

If you do not pay off your Standard Loan and/or Alternate Loan, we will deduct the Total Policy Debt from one of the following:

The Death Benefit Proceeds before we pay them to your Beneficiary

The Cash Surrender Value if you surrender your Policy.

Taking out a loan, whether or not you repay it, will have a permanent effect on the value of your Policy. For example, while your Policy's Accumulated Value is held in the Standard Loan Account, it will miss out on all earnings available in the Investment Options. The amount of interest you earn on the Standard Loan Account may also be less than the amount of interest you would have earned from the Fixed Options or the Indexed Fixed Options. Also, although your Accumulated Value remains in the Designated Account when you take out an Alternate Loan, there is no guarantee that the earnings in the Designated Accounts will be greater than the Alternate Loan Interest Charged. These could lower your Policy's Accumulated Value, which could reduce the amount of the Death Benefit.

When a loan is outstanding, the amount in the Standard Loan Account is not available to help pay for any Policy charges. If, after deducting your Total Policy Debt, there is not enough Accumulated Value in your Policy to cover the Policy charges, your Policy could lapse. You may need to make additional premium payments or loan repayments to prevent your Policy from lapsing.

Your Total Policy Debt could result in taxable income if you surrender your Policy, if your Policy lapses, or if your Policy is a Modified Endowment Contract. You should talk to your tax advisor before taking out a loan under your Policy. **SEE ALSO**  
LIFE INSURANCE AND YOUR TAXES – Taxation of Distributions section in this prospectus.

### Ways to Use Your Policy's Loan and Withdrawal Features

You can use your Policy's loan and withdrawal features to supplementn in d wia Fesf 0

Alternate Policy Debt– the amount necessary to repay the Alternate Loan(s) in full. It is equal to the Alternate Loan Value plus any accrued Alternate Loan Interest Charged.

Designated Account– an Indexed Account that we have classified as a Designated Account for the purposes of securing an Alternate Loan. We may add or remove Designated Accounts, at our discretion. ~~Changes to Designated Accounts~~ See below for additional information.

Designated Account Value– the sum of the Segment Values for all Segments in each Designated Account.

Standard Policy Debt– the amount necessary to repay the Standard Policy Loan(s) under your Policy in full. It is equal to the

## Reclassifying Loan Types

A reclassification occurs when all or a portion of Alternate Policy Debt is transferred to Standard Policy Debt, or if all or a portion of Standard Policy Debt is transferred to Alternate Policy Debt. Alternate Policy Debt and Standard Policy Debt may be reclassified by Written Request as described below. In addition, Alternate Policy Debt may be automatically reclassified as Standard Policy Debt as described below. Reclassifying a loan type changes the way debt is secured and may also change the current interest rate and the amount of interest charged on that debt. It does not create a new loan, is not a loan repayment, and does not cause a reduction or increase, at the time of reclassification, in your Total Policy Debt.

### Reclassifying Standard Policy Debt as Alternate Policy Debt.

All or a portion of Standard Policy Debt may be reclassified as Alternate Policy Debt, by Written Request once in any twelve-month period provided the Standard Policy Debt amount that is reclassified does not exceed this rider's Maximum Alternate Loan Available and the Policy is not in a Lockout Period. A Lockout Period is a 12-month period of time during which you may not make any transfers into the Indexed Fixed Options. A Lockout Period begins any time a deduction is taken from the Indexed Fixed Options as a result of a Standard Loan or withdrawal that is not part of a Systematic Distribution Program.

j = The Alternate Policy Debt,

k = Loan interest calculated to the end of the current Policy Year, and

l = The most recent Monthly Deduction multiplied by the number of Monthly Payment Dates remaining in the current Policy Year.

Upon Segment Maturity, only the excess described immediately above is reallocated according to your Segment Maturity Value reallocation instruction on file with us.

If the same Designated Account in which the Segment is allocated is not available at Segment Maturity, the Segment Maturity Value of that Segment will be reallocated as described in the Changes to Designated Accounts section above.

#### Termination

The rider will terminate on the date the Policy is no longer In Force. This Rider may not otherwise be terminated.

#### Reinstatement

If the Policy lapses and is later reinstated, then this rider will also be reinstated except that in addition to any amount that must be paid, you must also provide sufficient premium, after reduction to cover any Alternate Loan Interest Charged, that is due and unpaid during the Grace Period.

#### Automated Income Option

Our automated income option ("AIO") program allows you to make scheduled withdrawals or loans (Standard Loan or an Alternate Loan). Your Policy is eligible after the 7<sup>th</sup> Policy Anniversary. To begin the program, you must have a minimum Net Cash Surrender Value of \$50,000, and your Policy must not qualify as a Modified Endowment Contract. With this program, you may only elect a Standard loan or an Alternate Loan, not both. Only one loan type is available for this program. You may switch between loan types as long as the new election is 100% to the new loan type (for example, switch from a Standard Loan to an Alternate Loan must be 100%).

You request participation in the AIO program and specify your AIO preferences by sending us an AIO Request Form. If you wish to do so, contact your life insurance producer for an AIO Request Form.

There is no fee to participate in the AIO program. The \$25 fee for withdrawals under the AIO program is currently waived.

Withdrawals and loans may reduce Policy values and benefits. They may also increase your risk of lapse. In order to minimize the risk of lapse, you should not take additional loans or withdrawals while you are in the AIO program.

Withdrawals and loans under the AIO program may result in tax liability. Please consult your tax advisor. For more information, see the VARIABLE LIFE INSURANCE AND YOUR TAXES section in this prospectus.

You may discontinue participation in the AIO program at any time by sending a Written Request to us.

Detailed information appears in the SAI.

#### Overloan Protection 3 Rider

Subject to availability in your state, your Policy will have an Overloan Protection 3 Rider if the Insured is Age 80 or younger and you elect the Guideline Premium Test as the Death Benefit Qualification Test. Exercise of this Rider will guarantee, as long as the Rider stays in effect, that the Policy will not lapse even if the Standard Policy J /TT0 10 Tf 0 eebtt inied1 ( e)Accumulolocy wd 0, anmat



Each Basic Coverage Layer has a 10-year surrender charge period.

This section tells you some additional things you should know about your Policy.

### **Paying the Death Benefit in the Case of Suicide**

If the Insured, whether sane or insane, commits suicide within two years of the Policy Date, Death Benefit Proceeds will be the total of all premiums you have paid, less any Total Policy Debt, withdrawals and LTC Benefit Amount processed and any withdrawals you have made. Also see the APPENDIX: STATE LAW VARIATIONS – PAYING THE DEATH BENEFIT IN THE CASE OF SUICIDE section in this prospectus.

If you reinstate your Policy and the Insured commits suicide, while sane or insane, within two years of the latest reinstatement date, the Death Benefit Proceeds will be the sum of the premiums paid, less any benefits paid under this Policy or Riders attached to this Policy, and less the sum of any Policy loans and withdrawals taken, since the latest reinstatement date.

If the Insured commits suicide, while sane or insane, after two years from the Policy Date but within two years of any increase in

## Errors on Your Application

If the sex or birth date of the Insured is stated incorrectly on your application and it is discovered on or after the death of the Insured, the Death Benefit under your Policy will be the greater of the following:

The 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 for the Insured's sex and Age, or

The Minimum Death Benefit for the correct sex and birth date.

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

## Contesting the Validity of Your Policy

We have the right to contest the validity of your Policy for two years from the Policy Date. Once your Policy has been In Force for two years from the Policy Date during the lifetime of the Insured, we generally lose the right to contest its validity.

We also have the right to contest the validity of a Policy that you reinstate for two years from the day that it was reinstated. Once a reinstated Policy has been In Force for two years from the reinstatement date during the lifetime of the Insured, we generally lose the right to contest its validity. During this period, we may contest your Policy only if there is a material misrepresentation on your application for reinstatement.

We have the right to contest the validity of an increase in the Face Amount of a Policy for two years from the day the increase becomes effective. Once the increased Face Amount has been In Force for two years during the lifetime of the Insured, we generally lose the right to contest its validity.

Regardless of the above, we can contest the validity of your Policy for failure to pay premiums at any time or if the Policy was procured by fraud. The Policy will terminate upon successful contest with respect to the Insured.

## Assigning Your Policy as Collateral

You may assign your Policy as collateral to secure a loan, mortgage, or other kind of debt. An assignment will take place only when we receive and record your signed Collateral Assignment Form. When recorded, the assignment will take effect as of the date the form was signed. Any rights created by the assignment will be subject to any payments made or actions taken by us before we record the assignment. We will not be responsible for the validity of any assignment. Please contact us for a Collateral Assignment Form if you would like to assign your Policy.

## Non-participating

This Policy will not share in any of our surplus earnings.

## Policy Changes

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 Tax 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 delivered, and any other applicable regulatory authority. You have the right to refuse any such change.

## Lost Policy

If you lose your Policy, you may request a Certificate of Coverage free of charge. To request a Certificate of Coverage or a duplicate Policy, please contact us for a Certificate of Insurance/ Duplicate Policy Request Form.

## Audits of Premiums/Loans

You may request us to run a report of premium payments you have made or loan transactions under your Policy.

## Risk Class Change

If you have a change in Risk Class, such as a change in smoking status or health, you can request us to review your Risk Class. Changing your Risk Class may change the rates used for cost of insurance and may also change the rates on any Riders on your Policy, which base charges on Risk Class. We may charge you a fee of up to \$100 at the time you request us to change your Risk Class.

## VARIABLE LIFE INSURANCE AND YOUR TAXES

The tax consequences of owning a Policy or receiving proceeds from it may vary by jurisdiction and according to the circumstances of each Owner or Beneficiary.

The following is based on our understanding of the present federal income tax laws as they are currently interpreted by the Internal Revenue Service (IRS). It is based on the Internal Revenue Code (the Tax Code) and does not cover any state or local tax laws. Detailed information appears in the SAI.

We do not know whether the current treatment of life insurance policies under current federal income tax or estate or gift tax laws will continue. We also do not know whether the current interpretations of the laws by the IRS or the courts will remain the same. Future legislation may adversely change the tax treatment of life insurance policies. This may affect the performance and underlying tax assumptions of this Policy, including any Riders. In some cases, these changes could result in a decrease in Policy values or lapses.

We do not make any guarantees about the tax status of your Policy, and you should not consider the discussion that follows to be tax advice. This is not a complete discussion of all federal income tax questions that may arise under a Policy. There are special rules that we do not include here that may apply in certain situations. Speak to a qualified tax advisor for complete information about federal, state and local taxes that may apply to you.

We intend to follow the safe harbor guidance provided by the IRS in Revenue Procedure 2010-28, 2010-10 I.R.B. 270 on the standard definition of life insurance contracts that continue beyond age 100, however, the guidance did not address all issues that may impact a contract at these later ages. You should consult your tax advisor, as there may be tax consequences.

The Tax Code and tax regulations impose limitations on unreasonable mortality and expense charges for purposes of determining whether a policy qualifies as life insurance for federal tax purposes. We can change our mortality charges if we believe the change

### When a Policy becomes a Modified Endowment Contract

A life insurance policy becomes a Modified Endowment Contract if, at any time during the first seven policy years, the sum of actual premiums paid exceeds the seven-pay limit. The seven-pay limit is the cumulative total of the level annual premiums (or seven-pay premiums) required to pay for the policy's future death and endowment benefits.

#### An Example

For a policy with seven-pay premiums of \$1,000 a year, the maximum premiums you could pay during the first seven years to avoid modified endowment treatment would be:

\$1,000 in the first year

\$2,000 through the first two years

\$3,000 through the first three years, etc.

If there is a material change to your Policy, like a change in the Death Benefit, we may have to retest your Policy and restart the seven-pay premium period to determine whether the change has caused the Policy to become a Modified Endowment Contract.

### Taxation of Distributions

Tax treatment of distributions from your Policy's Accumulated Value may be treated differently, depending upon whether your Policy is a Modified Endowment Contract.

## Distributions before a Policy becomes a Modified Endowment Contract

If your Policy fails the seven-pay test and becomes a Modified Endowment Contract, any amount you receive or are deemed to have received during the two years before it became a Modified Endowment Contract may be taxable. The distribution would be treated as if it had been made in anticipation of the Policy's failing to meet the seven-pay test.

## Federal Estate Taxes

According to the Tax Cuts and Jobs Act of 2017, the federal estate tax exemption amount has been temporarily increased to \$10,000,000 per person (indexed for inflation effective for tax years after 2011); the maximum estate tax rate is 40%. For 2021, the indexed exemption amount is \$11,700,000. In 2026, the federal estate tax exemption amount is scheduled to revert to \$5,000,000 per person (indexed for inflation for years after 2011).

## Optional Policy Benefits and Riders

### Riders providing Accelerated Death Benefits

If you exercise a Rider that accelerates the Death Benefit under the Policy in connection with certain chronic or terminal illnesses, amounts received under the Rider may qualify for favorable tax treatment under Section 101(g) of the Tax Code.

However, benefits under the Rider that are paid to someone other than a person insured by the Policy will be taxed if either Insured

Is a director, officer or employee of the person receiving the benefit, or

Has a financial interest in a business of the person receiving the benefit.

Payment of an accelerated death benefit will reduce the death benefit, associated cost of insurance charges, and other values under the Policy. Further, the premium limitations and death benefits required for the Policy to qualify as a life insurance policy or avoid being classified as a Modified Endowment Contract under the Tax Code will also be affected.

Benefits paid by accelerating the policy's death benefit may qualify for favorable tax treatment under Section 101(g) of the Tax Code. Tax treatment of an accelerated death benefit due to terminal illness depends on your life expectancy at the time benefits are accelerated.

Accelerated death benefit payments received due to a chronic illness may be taxable in certain situations, such as when benefit payments are made from multiple policies or when benefit amounts exceed certain IRS limitations (referred to as "per diem" limitations).

Under the Premier LTC Rider, the Pension Protection Act of 2006 provides that any LTC Rider charges under the Policy are treated as non-taxable distributions from your Policy. The LTC Rider charges will reduce your Policy's cost basis, but not below zero. We will report these charges to you in the year in which the charge was assessed on IRS Form 1099-R.

Pacific Life cannot determine the taxability of benefit payments. Tax laws relating to accelerated death benefits are complex. Receipt of accelerated death benefits may affect eligibility for public assistance programs such as Medicaid. Clients are advised to consult with qualified and independent legal and tax advisors for more information prior to receiving benefits.

### Income payments from Net Cash Value or Death Benefit Proceeds

Your policy contains provisions that allow for all or a portion of the Net Cash Surrender Value or Death Benefit to be paid in a series of installments. In addition, certain policies may have Optional Riders that provide for installment benefits. These installments may be payable for a certain period of time, or may be payable based upon the life of one or more individuals.

Under the rules of Section 72 of the Tax Code, each payment made will be comprised of two portions: A portion representing a return of the investment in the contract, and the remainder representing interest. The Exclusion Ratio as defined in Section 72(b) is used to determine what amount of each payment is excluded from tax reporting.

The calculation of the Exclusion ratio is based upon these two policy values as of the date the amount of the installment payment is being determined:

The portion of the Net Cash Surrender Value or Death Benefit Proceeds being applied to the installment benefit;

The investment in the contract.

The portion of each payment that is treated as a return of the investment in the contract is equal to the Exclusion Ratio multiplied by the Payment Amount. For installment payments that are based upon the life of one or more individuals, once the investment in the contract has been depleted any subsequent payment(s) would be treated as a return of interest and thus fully taxable.

## ABOUT PACIFIC LIFE

Pacific Life Insurance Company is a life insurance company domiciled in Nebraska. Along with our subsidiaries and affiliates, our operations include life insurance, annuity, institutional products, mutual funds, broker-dealer operations, and investment and advisory services.

We were originally organized on January 2, 1868, under the name “Pacific Mutual Life Insurance Company of California” and reincorporated as “Pacific Mutual Life Insurance Company” on July 22, 1936. On September 1, 1997, we converted from a mutual insurance company to a stock life insurance company ultimately controlled by a mutual holding company and were authorized by California regulatory authorities to change our name to Pacific Life Insurance Company. On September 1, 2005, Pacific Life changed from a California corporation to a Nebraska corporation. Pacific Life is a subsidiary of Pacific LifeCorp, a holding company, which in turn, is a subsidiary of Pacific Mutual Holding Company, a mutual holding company. Under their respective charters, Pacific Mutual Holding Company must always hold at least 51% of the outstanding voting stock of Pacific LifeCorp, and Pacific LifeCorp must always own 100% of the voting stock of Pacific Life. Owners of Pacific Life’s annuity contracts and life insurance policies have certain membership interests in Pacific Mutual Holding Company, consisting principally of the right to vote on the election of the Board of Directors of the mutual holding company and on other matters, and certain rights upon liquidation or dissolutions of the mutual holding company.

Our executive office is at 700 Newport Center Drive, Newport Beach, California 92660.

### How Our Accounts Work

We own the assets in our General Account and our Separate Account. We allocate your Net Premiums to these accounts according to the Investment Options you have chosen.

#### General Account

Our General Account includes all of our assets, except for those held in our separate accounts. We guarantee you an interest rate up to one year on any amount allocated to the Fixed Options or the Indexed Fixed Options. The rate is reset annually. The Fixed Options and Indexed Fixed Options are part of our General Account, which we may invest as we wish, according to any laws that apply. We will credit at least the guaranteed rate even if the investments we make earn less. Unlike the Separate Account, the General Account is subject to liabilities arising from any of our other business. Our obligations under the Policy which include the death benefit and other benefits provided under any rider, are paid from the General Account. Our ability to pay these guarantees is based on our financial strength and claims paying ability as a company. You must look to the company’s strength with regard to policy guarantees. We can provide you with reports of our ratings as an insurance company and our ability to pay claims with respect to General Account assets.

The Fixed Options and Indexed Fixed Options are not securities, so they do not fall under any securities act. However, other federal securities laws will apply to the accuracy and completeness of the disclosure about the Fixed Options or the Indexed Fixed Options.

#### Separate Account

Amounts allocated to the Variable Investment Options are held in our Separate Account. The assets in this account are kept separate from the assets in our General Account and our other separate accounts, and are protected from our general creditors. The assets in the Separate Account may not be used to pay any liabilities of the Company other than those arising from the Policies and any other policies supported by the Separate Account.

The Separate Account is divided into Variable Accounts. Each Variable Account invests in shares of a corresponding Fund. Information regarding the Funds available through the Separate Account, including the Fund name, investment objective, the investment adviser and any sub-adviser, current expenses, and performance is available in an appendix to this Prospectus. See APPENDIX: FUNDS AVAILABLE UNDER THE POLICY section in this prospectus. Each Fund has issued a prospectus that contains more detailed information about each Fund, and may be found at [www.PacificLife.com](http://www.PacificLife.com).

We are the legal owner of the assets in the Separate Account, and pay its operating expenses. We do not hold ourselves out to be trustees of the Separate Account assets. The Separate Account is operated only for our variable life insurance policies. Pacific Life is obligated to pay all amounts promised to Policy Owners under the terms of the Policy. We must keep assets in the Separate Account equal to the reserves and policy liabilities (i.e. amounts at least equal to the aggregate variable account value) sufficient to pay obligations under the insurance policies funded by the Separate Account and may only transfer to the General Account assets of the Separate Account which exceed such reserves and Policy liabilities. Some of the money in the Separate Account may include charges we collect from the account and any investment results on those charges.

Income, gains, and losses credited to, or charged against, the Separate Account reflect the Separate Account’s own investment experience and not the investment experience of our other assets.



We can substitute shares of one Fund with shares of another Fund if:

Any Fund is no longer available for investment; or

Our management believes that a Fund is no longer appropriate in view of the purposes of the Policy.

We will give you any required notice or receive any required approval from Policy Owners or the SEC before we substitute any shares. We will comply with the filing or other procedures established by insurance regulators as required by law.

We can add new Variable Accounts, which may include additional subaccounts of the Separate Account, to serve as Investment Options under the Policies. These may be managed separate accounts or they may invest in a new Fund, or in shares of another investment company or one of its portfolios, or in a suitable investment vehicle with a specified investment objective.

We can add new Variable Accounts when we believe that it is warranted by marketing needs or investment conditions. We will determine on what basis we will make new Variable Accounts available to existing Policy Owners.

We can also cease offering any of our Variable Accounts if we believe marketing, tax, or investment conditions warrant it. If we cease offering any Variable Account, we will provide any required notice or receive any required approval from Policy Owners or the SEC as applicable.

If we make any changes to Variable Accounts or substitution of Funds, we can make appropriate changes to this Policy or any of our other policies, by appropriate endorsement, to reflect the change or substitution.

If we believe it is in the best interests of people holding voting rights under the Policies and we meet any required regulatory approvals we can do the following:

Operate the Separate Account as a management investment company, unit investment trust, or any other form permitted under state securities or other laws (the Separate Account's current form is a unit investment trust);

Register or deregister the Separate Account under the Investment Company Act of 1940 (the Separate Account is currently registered as a unit investment trust).

Register the Separate Account as an investment company under the Investment Company Act of 1940.

Register the Separate Account as a common-law trust under state law.

We may be charged for state and local taxes. Currently, we pay these taxes by netting them against the distributions we make to you. We may change this practice in the future.

Would approve or disapprove an investment advisory contract.

We may disregard voting instructions on a change initiated by Policy Owners that would change a Fund's investment policy, investment adviser or Fund manager if:

Our disapproval is reasonable;

We determine in good faith that the change would be against state law or otherwise be inappropriate, considering the Fund's objectives and purpose, and considering what effect the change would have on us.

If we disregard any voting instructions, we will include a summary of the action we took and our reasons for it in the next report to Policy Owners.

### Distribution Arrangements

Pacific Select Distributors, LLC ("PSD"), a broker-dealer and our subsidiary, pays various forms of sales compensation to broker-dealers (including other affiliates) that solicit applications for the Policies. PSD also may reimburse other expenses associated with promotion and solicitation of applications for the Policies.

We offer the Policies for sale through broker-dealers that have entered into selling agreements with PSD. Broker-dealers sell the Policies through their financial professionals who have been appointed by us to sell our products. PSD pays compensation to broker-dealers for the promotion and sale of the Policies. The individual financial professional who sells you a Policy typically will receive a portion of the compensation, under the representative's own arrangement with his or her broker-dealer.

Commissions are based on "target" premiums we determine. The commissions we pay vary with the agreement, but the most common schedule of commissions we pay is:

100% of premiums paid up to the first target premium

2% of premiums paid thereafter

A target premium is a hypothetical premium that is used only to calculate commissions. It varies with the Death Benefit Option you choose, the Age of the Insured on the Policy Date, and the sex (unless unisex rates are required) and Risk Class of the Insured. The Policy's target premium is generally derived relative to the seven-pay premium at issue. Before you buy a Policy, you can ask us or your financial professional for a personalized Illustration that shows you the seven-pay premium.

Your financial professional typically receives a portion of the compensation that is payable to his or her broker-dealer in connection with the Policy, depending on the agreement between your financial professional and his or her firm. Pacific Life is not involved in determining that compensation arrangement, which may present its own incentives or conflicts. You may ask your financial professional how he/she will personally be compensated for the transaction.

PSD or an affiliate may pay broker-dealers an annual renewal commission of up to 0.10% of a Policy's Accumulated Value less a Total Policy Debt, or starting on the 7th Policy Anniversary, an annual target premium renewal commission of up to 2%. We calculate the renewal amount monthly and it becomes payable on each Policy Anniversary.

In addition to the commissions described above, we and/or an affiliate may pay additional cash compensation from their own resources in connection with the promotion and solicitation of applications for the Policies by some, but not all, broker-dealers. The range of additional cash compensation based on premium payments usually ranges from 0% to 45% of premiums paid up to the target premium, but generally does not exceed 1.50% of commissions paid on premium thereafter. Such additional compensation may give Pacific Life greater access to financial professionals of the broker-dealers that receive such compensation. While this greater access provides the opportunity for training and other educational programs so that your financial professional may serve you better, this additional compensation also may afford Pacific Life a "preferred" status at the recipient broker-dealer and provide some other marketing benefit such as website placement, access to financial professional lists, extra marketing assistance, or other heightened visibility and access to the broker-dealer's sales force that otherwise influences the way that the broker-dealer and the financial professional market the Policies.

We may also provide compensation to broker-dealers for providing ongoing service in relation to Policies that have already been purchased.

### Additional Compensation and Revenue Sharing

To the extent permitted by SEC and FINRA rules and other applicable laws and regulations, selling broker-dealers may receive additional payments in the form of cash, other special compensation or reimbursement of expenses, sometimes called "revenue sharing". These additional compensation or reimbursement arrangements may include, for example, payments in connection with the firm's "due diligence" examination of the Policies, payments for providing conferences or seminars, sales or training programs for invited financial professionals and other employees, payments for travel expenses, including lodging, incurred by financial professionals and other employees for such seminars or training programs, seminars for the public, advertising and sales campaigns regarding the Policies, and payments to assist a firm in connection with its administrative systems, operations and marketing expenses and/or other events or activities sponsored by the firms. Subject to applicable FINRA rules and other applicable laws and regulations, PSD and its affiliates may contribute to, as well as sponsor, various educational programs, or promotions in which participating firms

and their sales persons may receive prizes such as merchandise, cash, or other awards. Such additional compensation may give greater access to financial professionals of the broker-dealers that receive such compensation or may otherwise influence the way a broker-dealer and financial professional market the Policies.

These arrangements may not be applicable to all firms, and the terms of such arrangements may differ between firms. We provide additional information on special compensation or reimbursement arrangements involving selling firms and other financial institutions in the SAI, which is available upon request. Any such compensation, which may be significant at times, will not result in any additional direct charge to you by us.

The compensation and other benefits provided by PSD or its affiliates, may be more or less than the overall compensation on similar or other products. This may influence your financial professional or broker-dealer to present this Policy over other investment vehicles available in the marketplace. You may ask your financial professional about these differing and divergent interests, how he/she is personally compensated and how his/her broker-dealer is compensated for soliciting applications for the Policy.

We may agree to waive or reduce some or all of such charges and/or credit additional amounts under our Policies, for those Policies sold to persons who meet criteria established by us, who may include current and retired officers, directors and employees of us, our affiliates, trustees of the Pacific Select Fund, financial professionals and employees of broker/dealers with a current selling agreement with us and their affiliates, and immediate family members of such persons ("Eligible Persons"). We will credit additional amounts to Policies owned by Eligible Persons. If such Policies are purchased directly through Pacific Select Distributors, LLC (PSD), Eligible Persons will not be afforded the benefit of services of any other broker/dealer and will bear the responsibility of determining whether a variable life insurance Policy, optional benefits and underlying Investment Options are appropriate, taking into consideration age, income, net worth, tax status, insurance needs, financial objectives, investment goals, liquidity needs, time horizon, risk tolerance and other relevant information. In addition, Eligible Persons who purchased their Policy through PSD, must contact PSD directly with servicing questions, Policy changes and other matters relating to their Policies.

The amount credited to Policies owned by Eligible Persons will equal the reduction in expenses we enjoy by not incurring broker





Investment Objective	Fund; Advisor (Subadvisor)	Current Expenses	Average Annual Total Returns (as of 12/31/2023)		
			1 Year	5 Year	10 Year
Seeks moderately high, long-term growth of capital with low, current income.	Pacific Select Fund Pacific Dynamix – Growth Portfolio Class P; Pacific Life Fund Advisors LLC	0.39%	17.22%	N/A	N/A
Seeks long-term growth of capital and low to moderate income.	Pacific Select Fund Pacific Dynamix – Moderate Growth Portfolio Class P; Pacific Life Fund Advisors LLC	0.39%	15.27%	N/A	N/A
Seeks investment results that correspond to the total return of an index of small-capitalization companies.	Pacific Select Fund Small-Cap Index Portfolio Class P; Pacific Life Fund Advisors LLC (BlackRock Investment Management, LLC)	0.40%	16.43%	9.55%	6.77%
Seeks to track the performance of a benchmark index that measures the investment return of the global, investment-grade, fixed income market.	Vanguard VIF Global Bond Index Portfolio ; The Vanguard Group, Inc.	0.13%	6.52%	0.99%	-
Seeks to provide a high level of current income.	Vanguard VIF High Yield Bond Portfolio ; Wellington Management Company LLP	0.24%	11.66%	5.13%	4.34%
Seeks to track the performance of a benchmark index that measures the investment return of mid-capitalization stocks.	Vanguard VIF Mid-Cap Index Portfolio ; The Vanguard Group, Inc.	0.17%	15.83%	12.56%	9.27%
Seeks to provide a high level of income and moderate long-term capital appreciation by tracking the performance of a benchmark index that measures the performance of publicly traded equity REITs and other real estate-related investment	Vanguard VIF Real Estate Index Portfolio ; The Vanguard Group, Inc.	0.26%	11.70%	7.18%	7.29%

<sup>1</sup> To help limit Fund expenses, Fund advisers have contractually agreed to reduce investment advisory fees or otherwise reimburse certain of their Funds which reflect temporary fee reductions. There can be no assurance that Fund expense waivers or reimbursements will be extended beyond their current terms as outlined in each Fund prospectus, and they may not cover certain expenses such as extraordinary expenses. See each Fund prospectus for complete information regarding these arrangements.

#### ALLOWABLE INVESTMENT OPTIONS

If you elect the Flexible Duration No-Lapse Guarantee Rider, at initial purchase and during the entire time that you own the Rider, you must allocate 100% of your Accumulated Value only to allowable Investment Options. If you do not allocate your entire Accumulated Value according to any applicable requirements, your Rider may terminate.

<u>Allowable Investment Options</u>
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Currently, all available Investment Options are allowable Investment Options for rider purposes.
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We may add or remove allowable Investment Options at any time. Following a change, your current allocation of Accumulated Value may not comply with our revised allocation requirements for the Rider. As a result, you will be required to reallocate your Policy Accumulated Value to the revised allowable Investment Options in order to maintain the Rider benefits. We have the right to significantly reduce the number of allowable Investment Options even to a single conservative Investment Option. Our right to add or remove allowable Investment Options may limit the number of Investment Options that are otherwise available to you under the Policy. Please discuss with your financial professional if this Policy and Rider are appropriate for you given our right to make changes to the allowable Investment Options.

We may make such a change due to a Fund reorganization, Fund substitution, Fund liquidation, or to help protect our ability to provide the guarantees under the Rider (for example, changes in r f allocation of

## APPENDIX: STATE LAW VARIATIONS

Certain Policy features described in this Prospectus may vary or may not be available in your state. The state in which your Policy is issued governs whether or not certain features, Riders, charges or fees are available or will vary under your Policy. These variations are reflected in your Policy and in Riders or Endorsements to your Policy. See your financial professional or contact us for specific information that may be applicable to your state.

### YOUR FREE LOOK RIGHT

#### Free Look Right

For policies issued in California, you may return this policy within 10 days of policy delivery. For Insureds age 60 or older, you may return this policy within 30 days of policy delivery.

For policies issued as an internal replacement in Michigan or Pennsylvania, you may return this policy within 45 days of policy delivery.

For policies issued in Florida, you may return this policy within 14 days of policy delivery.

For policies issued in North Dakota, you may return this policy within 20 days of policy delivery.

The table below shows which states do or do not require refund of premiums paid.

Return of Premium	Return of Accumulated Value + Loads + Charges
DE; FL; ND; SD	AK; AL; AR; AZ; CA; CO; CT; DC; GA; HI; IA; ID; IL; IN; KS; KY; LA; MA; MD; ME; MI; MN; MO; MS; MT; NC; NE; NH; NJ; NM; NV; OH; OK; OR; PA; RI; SC; TN; TX; UT; VA; VT; WA; WI; WV; WY

<sup>1</sup> In California, for ages 60+ and if we've not received a written request for immediate investment in variable options, premium is returned for a free look surrender.

### TIMING OF PAYMENTS, FORMS AND REQUESTS

For Policies issued in California, Delaware, Florida, North Dakota, and South Dakota, the additional annual interest rate for Death Benefit Proceeds delayed for more than 31 calendar days is the following:

California: 1%

Delaware: None

Florida: The Moody's Corporate Bond Yield Average – Monthly Average Corporate rate which may vary.

North Dakota: 1%

South Dakota: 4%

### WITHDRAWALS, SURRENDERS AND LOANS

#### Taking Out a Loan

For Policies issued in Florida, there is no minimum loan amount required.

### OPTIONAL RIDERS AND BENEFITS

#### Premier Living Benefits Rider 2

##### Rider Terms

For policies issued in Florida, the following applies:

All references to the term "Chronically Ill Individual" are referred to as "an Individual with Chronic Illness".

#### Premier LTC Rider

For policies issued in California, the following applies:

The legal name of this Rider is Accelerated Death Benefit Rider for Comprehensive Long-Term Care.

For policies issued in Florida, the following applies:



The legal name of this Rider is Long-Term Care Accelerated Death Benefit Rider.

Rider Terms

For policies issued in Washington D.C., the following applies:

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

For policies issued in Montana, the following applies:

Irreversible Dementia – means deterioration or loss of intellectual faculties, reasoning power, memory, and will due to organic brain disease characterized by confusion, disorientation, apathy and stupor of varying degrees which is not capable of being reversed from which recovery is impossible.

For policies issued in Arizona, the following applies:

Licensed Health Care Practitioner– a physician licensed pursuant to Arizona title 32, chapter 13 or 17, any registered nurse or registered nurse practitioner licensed to Arizona title 32, chapter 15, 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 cannot be you or an Immediate Family Member.

For policies issued in Florida, the following applies:

Licensed Health Care Practitioner– a physician or nurse licensed pursuant to Part I of Chapter 464, Florida Statutes; a psychotherapist licensed under Chapter 490 or Chapter 491, Florida Statutes; any individual who meets any requirements as may be prescribed by rule adopted by the Florida Insurance regulatory authority.

For policies issued in South Dakota, the following applies:

A Licensed Health Care Practitioner may be an Immediate Family Member if that family member is the only doctor in the area, provided the doctor is acting within the scope of the practice.

For policies issued in Montana, the following applies:

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

For policies issued in Florida, the following applies:

Proof of Loss– Written proof must be available to us within 90 days after the loss for which benefits are claimed. If it was not reasonably possible to give written proof in the time required, we shall not reduce or deny the claim for this reason if the proof is submitted as soon as reasonably possible. In any event, the proof required must be given no later than one year from the time specified unless the claimant was legally incapacitated.

For policies issued in Florida, the following applies:

Qualified Long-Term Care Services– necessary diagnostic, preventive, curing, treating, mitigating and rehabilitative services, and Maintenance or Personal Care Services which are required by a Chronically Ill Individual and are provided pursuant to a Plan of Care prescribed by a Licensed Health Care Practitioner.

For policies issued in Montana or Arizona, the following applies:

The term Severe Cognitive Impairment is referred to as Cognitive Impairment.

For policies issued in Washington D.C. the following applies:

Spouse– means the person of the same or opposite sex to whom the Insured is legally married under the laws of the state or jurisdiction in which the marriage took place.

For policies issued in Florida, the following applies:

Terminally Ill – the Insured has a medical prognosis that his or her life expectancy is one year or less if the illness runs its normal course.

Limitations, Exclusions and Eligibility Conditions for Benefits

For policies issued in New Jersey, the following applies:

Certain pre-existing condition limitations apply. A preexisting condition is any condition for which the Insured received medical advice or treatment in the six months preceding the LTC Rider Effective Date. We will not pay benefits for a Confinement due wholly or in part to a preexisting condition if the need for services begins during the first six months after the LTC Rider Effective Date.

For policies issued in Montana, the following applies:

The Rider will pay benefits for:

Confinements due to preexisting conditions that occur six months after the LTC Rider Effective Date.

For policies issued in South Dakota, the following applies:

The Rider will pay benefits for:

Care or services that result from an attempt at suicide (while sane or insane) or an intentionally self-inflicted injury;

Care or services that result from active duty in the armed forces of any nation or international government or units auxiliary thereto, or the National Guard;

The rider will pay for services available under governmental programs (except Medicaid), state or federal workers' compensation employer's liability or occupational disease law, or any motor vehicle no fault law. It will not pay for work related injuries or illness if benefits are paid under workers' compensation or other similar laws.

For policies issued in Florida, the following applies:

To receive the Rider Benefit, you must satisfy the following condition:

A Licensed Health Care Practitioner certifies the Insured as being a Chronically Ill Individual within the preceding twelve-month period;

#### Claims Provisions

For policies issued in Florida, the following applies:

At our expense, we have the right to have the Insured examined as often as reasonably necessary while a claim is pending except when a Licensed Health Care Practitioner has certified that the Insured is a Chronically Ill Individual, additional certifications may be performed until after the expiration of the 90-day period starting on the date of certification. We may also have an autopsy made unless prohibited by law.

For policies issued in Florida, the following applies:

Written notice of claim must be given within 20 days after a covered loss starts or as soon as reasonably possible. The notice must be given to us at our Administrative Office or to our agent.

For policies issued in Montana, the following applies:

We will pay benefits within 30 days of the date we receive the Insured's claim, however if we need to collect information in order to verify eligibility, benefits will be paid within 60 days of our receipt of the original Proof of Loss unless we have notified you, your designee, your assignee or the claimant of the reasons we have not paid the claim in full or unless we have a reasonable belief that insurance fraud has been committed and we have reported the possible insurance fraud to the commissioner.

For policies issued in Florida, the following applies:

If a claim is not paid or denied within 120 days after receipt, we will add 10% simple interest to any overdue claim payments.

#### Other Effects on the Policy

For policies issued in California, the following applies:

You may request a loan or make withdrawals during the Claim Period.

#### Lapse and Reinstatement

For policies issued in Montana, the following applies:

We will provide such notice at least 30 days before the effective date of lapse or termination. Notice shall be given by first class United States mail, postage prepaid; and notice will not be given until 30 days after a premium is due and unpaid. Notice shall be deemed to have been given as of five days after the date of mailing.

#### Extension of Benefits

For policies issued in New Jersey, the following applies:

If this Rider terminates, we will recognize the basis for a claim under this Rider predicated upon the Insured's continuous certification as a Chronically Ill Individual before the date of termination in the same manner as if the insurance was In Force. Extension of Benefits stops on the earliest of:

The date when the Insured no longer meets the Eligibility for the Payment of Benefits requirements;

The date the Insured is no longer incurring Covered Services; or

The date when the LTC Coverage Amount remaining after monthly benefit payment is zero.

This Extension of Benefits is subject to all of the provisions of this rider, and all applicable coverage maximums.

If benefits are continued under this Extension of Benefits provision because the Policy has lapsed, no Death Benefit will be payable to the beneficiary under the Policy.

#### Non-Duplication with Other Plans

For policies issued in Florida, the following applies:

We will not pay benefits for any amount that would be reimbursable under Medicare or any other plan or program but for the

## WHERE TO GO FOR MORE INFORMATION

You will find additional information about the Policy and Pacific Select Exec Separate Account in the Statement of Additional Information ("SAI") dated May 1, 2024. The SAI has been filed with the SEC and is considered to be part of this prospectus because it is incorporated by reference.

You can get a copy of the SAI without charge, upon request, by calling (800)347-7787, or you can view it online at <https://www.pacificlife.com/home/products/life-insurance/variable-universal-life-insurance/prospectuses-and-other-reports.html>. Reports and other information about Pacific Select Exec Separate Account are available on the SEC website at <http://www.sec.gov> and copies of this information may be obtained, upon payment of a duplicating fee, by electronic request at the following email address: [publicinfo@sec.gov](mailto:publicinfo@sec.gov).

You may contact us at the number below to request information or make inquiries about the Policy.

If you ask us, we will provide you with one or more Illustrations. Illustrations may help you understand how your Policy's Death Benefit, Cash Surrender Value and Accumulated Value would vary over time based on different assumptions. You can get one Illustration free of charge per Policy Year by calling or writing to us. We reserve the right to charge \$25 for additional Illustrations.

### How to Contact Us

Pacific Life Insurance Company  
P.O. Box 2030  
Omaha, Nebraska 68103-2030

(800) 347-7787  
6 a.m. through 5 p.m. Pacific time  
[www.PacificLife.com](http://www.PacificLife.com)

We accept faxes or emails for both Variable and Indexed Fixed Option transaction requests (transfers, allocation changes, rebalancing) and also Policy loans at:

(866) 398-0467  
[Transactions@pacificlife.com](mailto:Transactions@pacificlife.com)

### PREMIUM PAYMENTS

Unless you receive premium notices via list bill, send premiums (other than initial premium) to:

Pacific Life Insurance Company  
P.O. Box 100957  
Pasadena, California 91189-0957

### FINRA Public Disclosure Program

FINRA provides investor protection education through its website and printed materials. The FINRA regulation website address is [www.finra.org](http://www.finra.org). An investor brochure that includes information describing the BrokerCheck program may be obtained from FINRA. The FINRA BrokerCheck hotline number is (800) 289-9999. FINRA does not charge a fee for the BrokerCheck program services.

EDGAR Contract No. C000221178

## Our Privacy Promise

We do not sell information about you.

We do not share your information with anyone for their marketing purposes.

We only use your personal information to help maintain and grow the relationship you have with us.

## Privacy Notice to All

Whether you are a customer, prospective customer, business partner, job applicant, a visitor to a Pacific Life office, or an attendee at a Pacific Life hosted or sponsored event, you have entrusted us to safeguard your personal information. We are providing this privacy notice to assist you in understanding the types of personal information we collect, where we receive it, how we use it, and how we protect the privacy of the personal information shared with us.

### Where Do We Get Personal Information, Why Do We Collect It, and What Do We Collect?

Most of the personal information we collect is obtained with your consent from you, one of our customers, an organization with whom we do business that has authority to share such information, or through other authorized sources. We primarily collect personal information to confirm your identity and manage your relationship with us. The type of information that we collect depends on our relationship with you. This includes:

Information you or a person on your behalf provides on an application or other form (for example, name, address, social security number, or income);

Information we get with your consent from other third party sources such as credit reporting agencies, information to verify employment or income;

Information about your relationship and history with us;

Medical or health information you permit us to receive from doctors or other health care providers;

Information on your interactions with our websites

Pacific Life will provide you an updated notice if the types of personal information we collect, or use, is materially different, unrelated, or incompatible with this notice.

### How Do We Use and Disclose Your Information?

We use and disclose information to provide you with our products or services, to communicate with you, to provide you with customer service, to assist with the selection of products or services we offer, to develop or improve our products or services, for regulatory or compliance purposes, or as required or permitted by applicable law

We may share information within our corporate family to service and grow the relationship we have with you. Additionally, we may provide information to individuals and entities with whom you authorize us to share such information. If necessary, we disclose information when it is required by law, for example, a filing to the Internal Revenue Service (such as Form 1099). We may also disclose certain information to other entities to help us report or prevent fraud, including reports to regulatory or law enforcement agencies. We do not share medical or health information among our family of companies or with unrelated companies, except as needed to maintain and process your transactions.

Pacific Life may disclose your personal information to a third party for a business purpose. When we disclose personal information for a business purpose or as you authorize, we require the recipient to keep that personal information confidential and not use it for a business purpose except performing the service. Categories of third parties that may be given access to your personal information will depend upon your unique relationship with us. Examples of these categories include:

Consultants and contractors (e.g., external auditors)

Financial services professionals

Software service providers

Attorneys and other legal professionals

Cloud service providers

Regulatory agencies

Third party administrators

Providers of Accommodations

Providers of Transportation

Event Facilitators

Event Coordinators

Members of Concierge Services

## How Do We Protect the Security of Your Information?

We have policies that maintain the physical, electronic, and procedural safeguards to protect the confidentiality of your personal information. Access to your personal information is limited to those who need to know it to help service our relationship with you. Should your relationship with us end, we will continue to follow the privacy policies described in this notice to the extent that we retain information about you. If we no longer need to retain that information, we will dispose of it in a secure manner.

## Do You Need to Do Anything?

It is not necessary for you to take any action. This is because we do not share your information except to service and grow the business relationship you have with us. You do not need to “opt-out” or “opt-in” as you may have done with other financial companies because we do not sell your information.

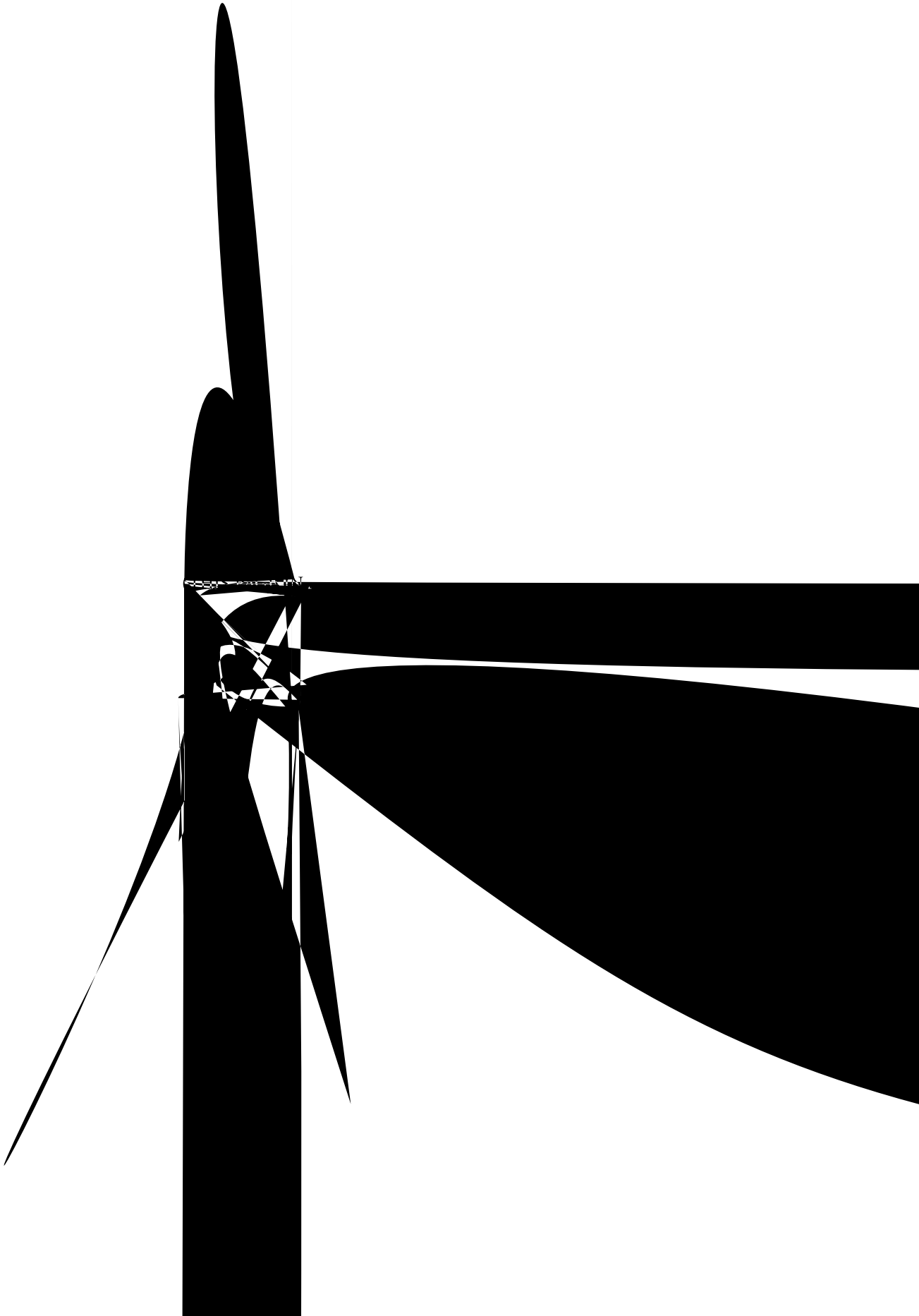
## How Do You Correct Your Information?

If you'd like to correct information that you provided to us, contact the appropriate customer service department as indicated on our [Contact Us](#) page. Our representative will make the appropriate adjustments to our records. If you wish to correct personal information provided to us by a third party (such as a consumer reporting agency) the representative will provide you with the applicable third party's contact information.

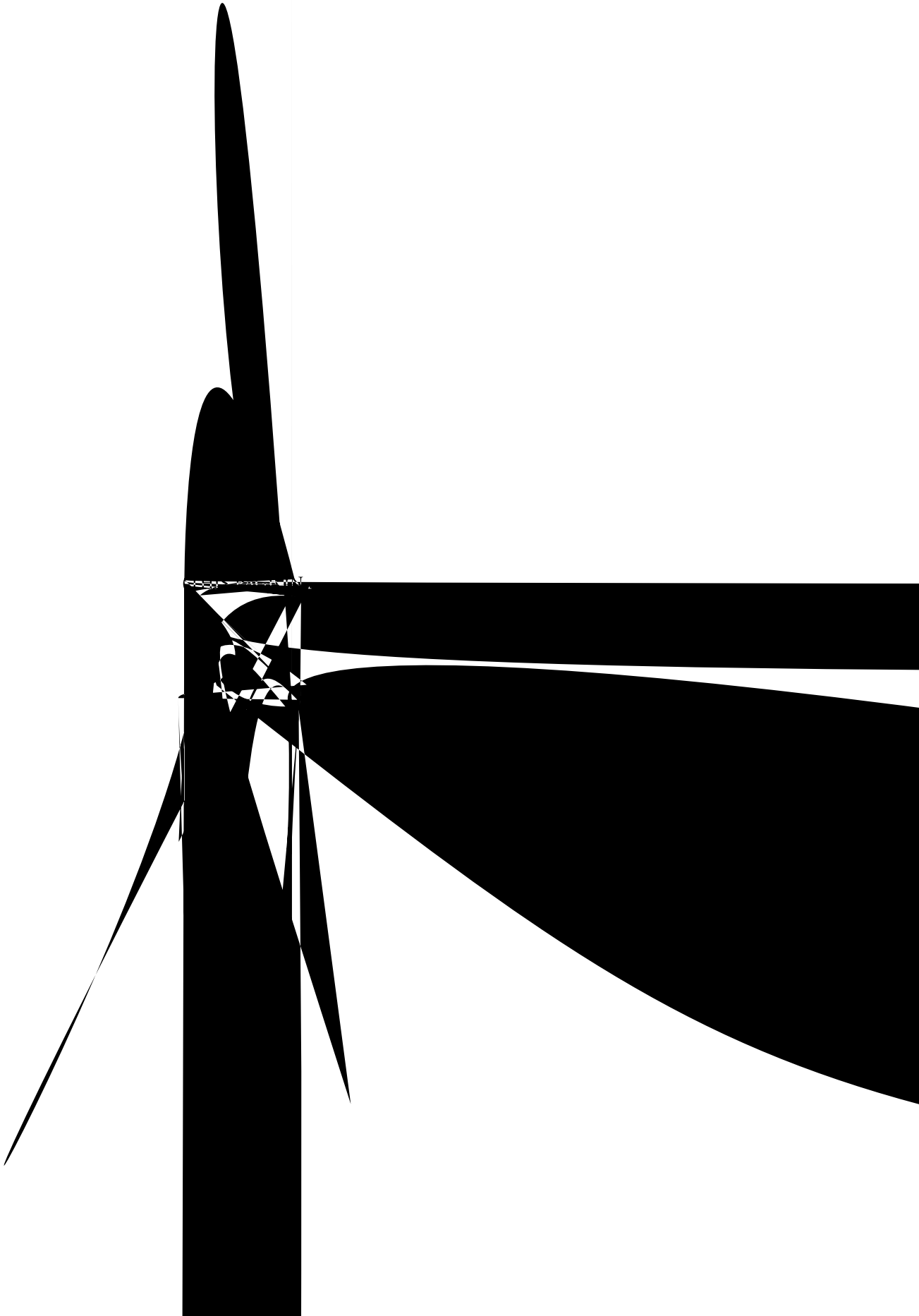
## You May Request Your Information

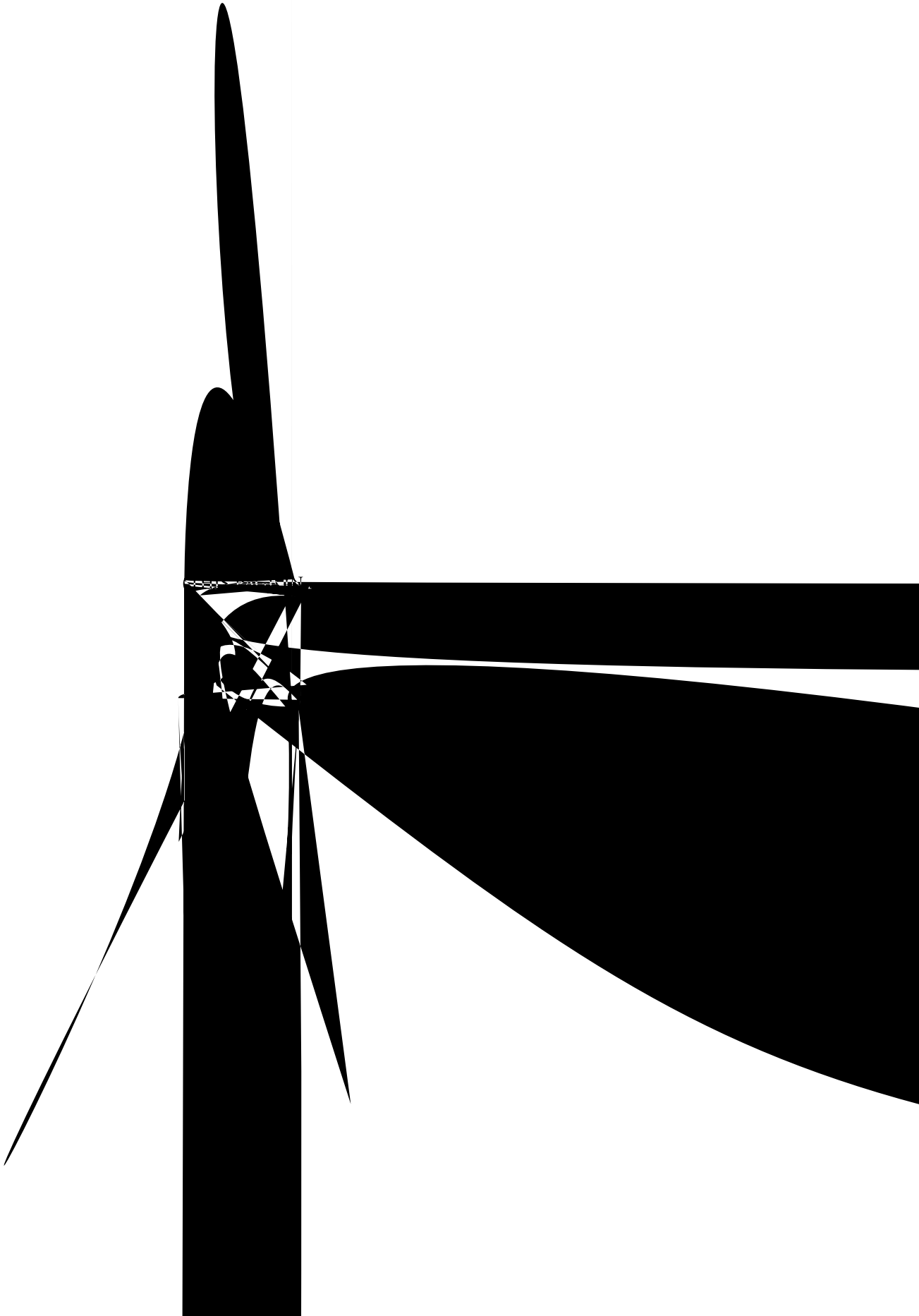
You may request what information Pacific Life has collected about you and its purpose. We will provide a response once we receive your request and confirm your request.

All requests must provide sufficient information to allow us to reasonably verify your identity. We require a signed authorization form providing specific personal information that we should have on file for you (including your identity). If you do not provide this information, we will not be able to process your request.











Pacific Life Insurance Company

Mailing address:

P.O. Box 2030

Omaha, NE 68103-2030

Visit us at our website: [www.PacificLife.com](http://www.PacificLife.com)

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