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PROSPECTUS MAY 1, 2024

Pacific Legacy Survivorship VUL is a *last survivor flexible premium variable universal life insurance policy* issued by Pacific Life

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In this prospectus, *you* or *your* mean the policyholder or Owner. *Pacific Life*, *we*, *us* or *our* refer to Pacific Life Insurance Company. *Policy* means a Pacific Legacy Survivorship VUL variable universal life insurance policy, unless we state otherwise.

We have tried to make this prospectus easy to read and understand, but you may find some words and terms that are new to you. We have identified some of these below.

If you have any questions, please ask your financial professional or call us at (800) 347-7787. In order to sell this product, a financial professional must be a properly licensed and appointed life insurance producer.

A – consist of the Fixed Accounts, the Variable Accounts, and the Loan Account, each of which may be referred to as an Account.

B – will increase the Fixed Account Value and/or the Variable Account Value based on your Allocation Instructions. Account Additions may consist of Premium payments, loan repayments, and any applicable Additional Credits.

C – treated as a proportionate deduction from the Fixed and Variable Account Value until each have been reduced to zero. At our sole discretion, we may make available the option for the Owner(s) to select the Fixed and Variable Accounts and amounts where the Account Deductions are taken from. Call us to confirm that this option is available.

D – the total amount of your Policy's Variable Account Value, Fixed Account Value, and Loan Account Value, on any Business Day.

E – Beginning at the 11th Policy Anniversary, at our discretion and on a non-guaranteed basis, we may credit the Accumulated Value with an additional amount. The additional amount, if any, will be credited no less frequently than annually as an Account Addition. Once credited, the additional amount is nonforfeitable except indirectly due to any Surrender Charge.

F – an Insured's age on his/her birthday nearest the Policy Date. We add one year to this Age on each Policy Anniversary.

G – your instruction to us that identifies the Investment Option(s) to which Net Premium and other Account Additions will be allocated. You may elect to change your Allocation Instructions for future premiums at any time by Written Request. A change will be effective as of the end of the Business Day on which we receive such Written Request.

H – is the amount of Basic Life Coverage Layers on the Insureds provided by the Policy, as shown on the Policy Specifications and any related Supplemental Schedule of Coverage. See Total Face Amount for more information.

I – is insurance Coverage on the Insureds provided by this Policy as shown in the Policy Specifications and any related Supplemental Schedule of Coverage. See Coverage Layer.

J – is a layer of insurance coverage on the Insureds. There may be one or more Basic Life Coverage Layers created at issue. In addition, each increase in Basic Face Amount will create a new Basic Life Coverage Layer. Each be one or more Bas each

- Basic Life Coverage - is insurance Coverage on the Insureds provided by this Policy as shown in the Policy Specifications and any related Supplemental Schedule of Coverage.
- Coverage provided by riders – is insurance coverage made available to you by riders (for example, term insurance riders).

CL – is an amount of insurance coverage on the Insureds that can be either Basic Life Coverage or Coverage provided by riders. These amounts of insurance are referred to as Coverage Layers. The amount of each Coverage Layer is referred to as a Face Amount. The Face Amount of some riders will contribute to the Total Face Amount of the Policy and such amount will also constitute a Coverage Layer. The Face Amount of other riders will not contribute to the Total Face Amount and will not constitute a coverage layer under the Policy. Even though your Policy will include both terms, for purposes of this product and current prospectus, the Coverage Layer will always equal the Basic Life Coverage Layer.

CD – 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.

DE – the amount which is payable on the date of the Survivor's death.

DF – the amount which is payable to the Beneficiary on the date of the Survivor's death, adjusted as provided in the Policy.

DM – 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.

DI – is information, including among other things, medical information, satisfactory to us that is used to determine insurability and the Insured's Risk Class, subject to our approval and issue limits.

DL – the amount of life insurance Coverage which can include both Basic Life Coverage and Coverage provided by riders (for example term insurance riders). See Total Face Amount for more information.

DA – an account that is part of our General Account to which all or a portion of Net Premium payments may be allocated for accumulation at a fixed rate of interest declared by us.

DFV – the total amount of your Policy's value allocated to the Fixed Account.

DO – An Investment Option that is part of our General Account. Currently, the Fixed Option available as of the Policy Date is the Fixed Account. Net Premiums and Accumulated Value under the Policy may be allocated to the Fixed Account.

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

DD – the day we transfer Accumulated Value from the Fidelity® VIP Government Money Market Variable Account to the Investment Options you chose.

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

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

GP – a 61-day period, beginning on the date we send you, and anyone to whom you have assigned your Policy, notice that your Policy's Accumulated Value less Policy Debt is insufficient to pay the Monthly Deduction. The Grace Period gives you 61 days in which to pay sufficient premium to keep your Policy In Force and prevent your Policy from lapsing.

GL – the maximum amount of premium or premiums that can be paid for any given Face Amount in order to qualify the Policy as life insurance for tax purposes as specified in the Guideline Premium Test.

DT – one of two Death Benefit Qualification Tests available under the Policy, and defined in Section 7702(a)(2) of the Tax Code.

DFR – a display of hypothetical future Policy benefits based on the assumed Age and Risk Class of an Insured, Face Amount of the Policy, Death Benefit Option, premium payments, any Rider requested, and historical or hypothetical gross rate(s) of return.

DEB – the Policy is in effect and provides a death benefit on the Survivor.

IP – is when we will process your requests once we receive all letters, forms or other necessary documents, completed to our satisfaction. In Proper Form may require, among other things, a notarized signature or some other proof of authenticity that is required for us to act on a Written Request. We do not generally require such proof, but we may ask for proof if it appears that your signature has changed, if the signature does not appear to be yours, if we have not received a properly completed application or confirmation of an application, or for other reasons to protect you and us. Call us or contact your financial professional if you have questions about the In Proper Form requirement for a request.

INS – a person on whose life the Policy is issued. Collectively referred to as the *Insureds*.

- PO** – consist of the Variable Options, the Fixed Account, or any additional investment options that may be added.
- PL** – an account which holds amounts transferred from the Investment Options as collateral for Policy loans.
- LV** – the portion of your Policy’s Accumulated Value set aside to secure Policy Debt. The Loan Account Value is equal to the Loan Account plus any interest credited which will accrue daily. The daily interest is accrued at an annual effective rate for the number of actual days in the Policy year during which a Loan Account is outstanding.
- MB** – 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.
- MD** – 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.
- ME** – 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.
- MO** – an amount that is deducted monthly from your Policy’s Accumulated Value on the Monthly Payment Date until the Monthly Deduction End Date. See the **MO** section in this prospectus for more information.
- MP** – is the date when Monthly Deductions end as shown in the Policy Specifications. This date is the Policy Anniversary when the younger Insured attains age 121.
- MD** – 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.
- LV** – the Accumulated Value less any Policy Debt.
- NR** – the difference between the Death Benefit payable if the Survivor dies 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 on the Monthly Payment Date after any Coverage Charge and Administrative Charges are deducted.
- CV** – the Cash Surrender Value less any Policy Debt.
- PL** – premium paid less any premium load deducted.
- PO** – 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 **PO** section in this prospectus for more information.
- PL** – the same day as your Policy Date every year after we issue your Policy.
- PO** Date (the date upon which the insurance coverage under the Policy becomes effective). The Policy year (the 12-month period beginning on the Policy anniversary) is determined by the date of the Policy anniversary. The Policy year is determined by the date of the Policy anniversary.

§ 101 – is the written notice that will be sent to the last known Address on Record, or by other means where permitted, reflecting certain changes made to your Policy after the Policy Date.

§ 102 – a charge that will apply for the first 20 Policy years for the initial Basic Coverage Layer that reduces the Policy's Accumulated Value if you surrender your Policy. Each subsequent increase in coverage will result in an additional Basic Coverage Layer that have their own surrender charges that apply for 20 Policy years.

§ 103 – the living Insured after one of the Insureds dies. If the two Insureds die in close proximity such that it cannot be determined who died first, it shall be assumed that the younger Insured survived the older Insured.

§ 104 – the sum of all Basic Face Amounts and the Face Amounts of any rider, unless specifically excluded. The Face Amount of some riders will contribute to the Total Face Amount of the Policy and such amount will also constitute a Coverage Layer. The Face Amount of other riders will not contribute to the Total Face Amount and will not constitute a coverage layer under the Policy. 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.

- Basic Face Amount - is the amount of Basic Life Coverage on the Insureds. Basic Face Amount is equal to the sum of the Face Amounts of all Basic Life Coverage Layers on the Insureds. Even though your Policy will include both terms, for purposes of this product and current prospectus, the Basic Face Amount will always equal the Face Amount.
- Face Amount - the amount of insurance Coverage which can include both Basic Life Coverage and Coverage provided by riders (for example term insurance riders). The Face Amount is subject to increase or decrease as provided elsewhere in the Policy. For purposes of this product and current prospectus, the Face Amount will always equal the Basic Face Amount.

§ 105 – a subaccount of the Separate Account which invests in shares of a corresponding underlying Fund.

§ 106 – the total amount of your Policy's Accumulated Value allocated to the Variable Accounts.

§ 107 – a Variable Account available under this Policy that is part of the Separate Account.

§ 108 – This Policy is In Force as of the Policy Date, subject to your acceptance of the delivered Policy and payment of the initial premium. The Policy remains In Force until the earliest of any of the following: Policy surrender, Policy lapse, or the death of the Survivor.

§ 109 – your signed request in writing, that is received by us at our Administrative Office In Proper Form, containing information needed to act on the request. Written Request includes an electronic request provided in a form acceptable to us.

§ 110 If you fully surrender your Policy within the first 20 years of Policy issue or any Basic Life Coverage Layer added to the Policy (each Basic Life Coverage Layer will have its own 20-year period from the date it went into effect) you will be assessed a surrender charge of up to a maximum of 4.82% (\$48.20) per \$1,000 of Face Amount. This charge will vary based on the individual characteristics of each Insured and other options chosen.

For example, if you fully surrender your Policy within the first 20 years of Policy issue, you could pay a surrender charge up to \$4,820 on a \$100,000 of Face Amount.

§ 111 In addition to surrender charges, you may also be charged for other transactions. These other charges may include charges for each premium paid, withdrawal charges for partial withdrawals, transfer fees for transfers among the Investment Options, and fees for Illustration requests, face amount increase fee, and fees with the exercise of certain riders.

§ 112 In addition to surrender charges and transaction charges, an investment in the Policy is subject to certain ongoing fees and expenses, including fees and expenses covering the cost of insurance under the Policy, administrative charges, asset charges, coverage charges, interest on any Policy loans, and the cost of optional benefits available under, and benefitost

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	<p>Certain fees and expenses are set based on characteristics of each Insured (e.g. age, sex, and rating classification). Please review the Policy Specifications page of your Policy for rates applicable to your Policy.</p> <p>You will also bear expenses associated with the Funds you choose under the Policy, as shown in the following table:</p>		FE
	FE	MI	
	Variable Investment Options (Fund fees and expenses)	0.08% ¹	

¹ As a percentage of Fund net assets.

Not all Investment Options may be available to you.

Transfers between Investment Options are generally limited to 25 each calendar year. Any transfers to or from the Fixed Account will be counted towards the 25 allowed each calendar year unless part of a transfer program (for example, the first year transfer service). Transfers to or from a Variable Investment Option cannot be made before the seventh calendar day following the last transfer to or from the same Variable Investment Option. Additional Fund transfer restrictions apply. There is a \$25 fee per transfer in excess of 12 transfers per Policy Year. We do not currently impose this charge

Under the Fixed Account, there are amount and/or percentage limits on how much may be transferred out of the Fixed Account. These limits are significantly more restrictive than those that apply to transfers out of the Variable Investment Options. It may take several Policy Years to transfer your Accumulated Value out of the Fixed Account to the Variable Investment Options. Additional Fixed Account transfer restrictions apply. Currently, we are not imposing the amount and/or percentage limits on the Fixed Account.

Certain Funds may stop accepting additional investments into their Fund or may liquidate a Fund. In addition, if a Fund determines that excessive trading has occurred, they may limit your ability to continue to invest in their Fund for a certain period of time.

We reserve the right to remove, close to new investment, or substitute Funds as Investment Options.

We offer several optional benefits in the form of a rider to the Policy. These riders can only be selected at Policy issue, may have an additional charge and could be subject to conditions to exercise or underwriting. Your selection of certain optional Riders may result in restrictions on Options.

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The primary purpose of the Policy is to provide life insurance death benefit protection on the lives of two Insureds 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 periodic premium, any Rider requested, and historical or hypothetical gross rate(s) of return.

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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 periodic 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 Policy Debt, is not enough to cover the Monthly Deduction 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 send 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 a rider that provides no-lapse protection for a certain period if rider conditions are met. See the No-Lapse Guarantee Rider in the **■** **■** section in this prospectus. Also see the **■** **■** subsection in this prospectus.

Your net premium payments may be allocated to Variable Investment Options (each of which invests in a corresponding Fund) and/or the Fixed Account which provides a guaranteed minimum interest rate.

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Federal tax law puts limits on the premium payments you can make in relation to your Policy's Death Benefit. Wecs (e.g. a slocat JTJ0 -11.49

penalty on Modified Endowment Contract policies for certain situations including, but not limited to surrendering a policy owned by a natural person(s) before age 59 1/2. Please consult your tax advisor.

Loans

You can borrow money from your Policy any time after the Free Look Transfer Date to gain access to the Accumulated Value in the Policy. The maximum amount available to borrow will be less than 100% of your Accumulated Value. The minimum amount you can borrow is \$200. Loans may have tax consequences. A loan is available based on the Accumulated Value allocated to any of the Investment Options. When you borrow money from your Policy, we use your Policy's Accumulated Value as security. You pay

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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, fees and expenses, poor investment performance, withdrawals, unpaid loans or loan interest, and fees associated with the exercise of certain riders may cause your Policy to lapse – which means no death benefit or other benefits will be paid. There are costs associated with reinstating a lapsed Policy. There is no guarantee that your Policy will not lapse even if you pay your planned periodic premium. You should consider a periodic review of your coverage with your life insurance producer.

Before your Policy lapses, there is a Grace Period. The Grace Period gives you 61 days to pay enough additional premium to keep your Policy In Force and to prevent your Policy from lapsing. The 61-day period begins on the date we send notice that your Policy's Accumulated Value less any Policy Debt is not enough to pay the total monthly charge.

Death benefits from a life insurance policy may generally be excluded from income under the Tax Code. Also, you generally are not subject to taxation on any increase in the Accumulated Value until it is withdrawn. You may be subject to income tax if you take withdrawals or surrender your Policy, or if your Policy lapses and you have not repaid any outstanding Policy Debt. If your Policy becomes a MEC, distributions you receive beginning on the date the Policy becomes a MEC may be subject to tax and a 10% penalty.

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- You can choose to make your Beneficiary *permanent* (sometimes called *irrevocable*). You cannot change a permanent Beneficiary's rights under the Policy without his or her permission.

If no Beneficiary (primary or contingent) is living when the Death Benefit Proceeds are payable, then the Death Benefit Proceeds will be paid to the Policy Owner (or to the Survivor's estate if the Policy Owner is a non-natural person). If the Policy Owner is no longer living, the Death Benefit Proceeds will go to the Policy Owner's estate (or to the Survivor's estate if the Policy Owner is a non-natural person).

You can change your Beneficiary at any time while either 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 life insurance producer 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.



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 29th, 30th or 31st 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 Insureds. Your first premium payment must cover the premium load and monthly charges for the period between the backdated Policy Date and the day 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 29th, 30th or 31st of any month, the Policy will be dated the 28th of that month.

If the Policy is re-dated, no Policy charges will be deducted for any period dur Td(th)Tjti oTJ/C2Q 8 Tf-7.2 -17m per{(ofthe PoliciQ 8tPis ptf



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 ■ : ■ 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 all 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, less 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 Account;
- 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 ■ ■ section in this prospectus for information on which states do or do not require refund of premiums paid.



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. Pacific 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

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.

Payments (premium and loan) and requests (loan, transfer, withdrawal, or surrender) 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 the New York Stock Exchange on 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 a89899uotibT/T5and rily effectind rve as of ms, next Business Day attend rr w

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- You must give us satisfactory evidence of insurability for both Insureds. There is a \$100 fee per request to evaluate insurability. The \$100 fee is currently waived.
- Each increase you make to the Total Face Amount must be a minimum of \$100,000.
- 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 Monthly Payment Date the Face Amount increase is applied to the Policy.
- We reserve the right to limit Face Amount increases to one per Policy Year and/or change the minimum increase amount, which will be applied uniformly to all members of the same Class.

Other Increases in Face Amount

The Policy's Face Amount may increase under the Policy when you request a change in Death Benefit Option. In this case, we will

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.

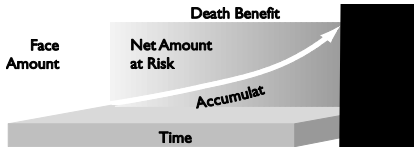
Below is a chart that compares each Death Benefit Option based on features you may want to consider.

I	IIA	IIIB	IIIC
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 Values 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. Cost of Insurance charges are generally higher than Death Benefit Option A.

Death

Death

Death



If the change is an increase in the Total Face Amount, we will process the increase as described in the ■

first. 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 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 the Survivor's death to the date the claim is paid at a rate not less than the rate payable for funds left on deposit that is in effect on the date of death. See the **■** ~~section~~ section in this prospectus.

~~Equity~~
~~Investment~~

If we cannot pay the Death Benefit Proceeds to the designated Beneficiary within the dormancy period defined by a state's Unclaimed Property laws or regulations, we will be required to pay the Death Benefit Proceeds to the applicable state. Once the Death Benefit Proceeds are paid to a state, any subsequent claim by a designated Beneficiary must be made with the applicable state. For more information, check with the state to whom the Death Benefit Proceeds were paid.

Loans	Allow you to borrow money from your Policy at any time after the Free Look Transfer Date to gain access to the Accumulated Value in the Policy.	Standard	<ul style="list-style-type: none"> • The maximum amount available to borrow will be less than 100% of your Accumulated Value and the minimum amount is \$200. • You pay interest on the amount you borrow which is due on your Policy Anniversary. • The Accumulated Value set aside to secure your loan is transferred to a Loan Account which earns interest daily. • 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 any Policy charges, may increase the risk of the Policy lapsing and could reduce the amount of the Death Benefit.
Portfolio Rebalancing	Allows you to make automatic transfers among the Variable Investment Options according to your allocation instructions.	Standard	<ul style="list-style-type: none"> • Loans may have tax consequences. • Transfers can be scheduled monthly, quarterly, semi-annually, or annually. • If you make transfers out of the Variable Investment Options you selected under the service, the service will end. You will have to wait 30 days before you can re-enroll with new allocation instructions. • May not use this service and the Dollar Cost Averaging, First Year Transfer, or Fixed Option Interest Sweep at the same time.
Conversion Rider			

Terminal Illness Rider – Last Survivor	Provides access to a portion of the Policy death benefit proceeds if the Survivor has been certified as a terminally ill individual.	Standard, if not eligible for Premier Living Benefits Rider 2	<ul style="list-style-type: none"> • Available at Policy issue. • Not available for policies issued with the Premier Living Benefits Rider 2, unless one Insured did not qualify for the Premier Living Benefits Rider 2. • Issued when the Premier Living Benefits Rider 2 is not issued. • You may opt out of the Rider at any time. • Benefits are only available for the Survivor. • 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. • Terminal illness must be certified by a licensed physician (not the insured, owner, beneficiary, or immediate family member). • There is no additional cost for this Rider. If any benefits are paid under the Rider, some Policy values will be reduced pro rata including the Total Face Amount, Accumulated Value, loan amounts and (in most cases) Cost of Insurance Charges. The Death Benefit will be reduced by an amount greater than the benefit payment. Any systematic distribution program will also be discontinued.
Estate Preservation Rider	Provides a death benefit equal to the Rider Face Amount in the event both Insureds die during the first 4 Policy		

No-Lapse Guarantee Rider	Protects the Policy from lapsing for a specified guaranteed period of time due to poor Policy performance.	Standard, if eligible	<ul style="list-style-type: none"> • Automatically issued on your Policy if Insureds are Age 79 and younger and Death Benefit Option A or B is chosen at Policy Issue. • Subject to the above, the guarantee period is based on the ages of the Insureds when the policy is issued and ends on the Policy anniversary when the youngest Insured reaches attained age 90. • The range a guarantee period may last is 11 years (if the youngest Insured is Age 79) to 72 years (if the youngest Insured is Age 18). Your guarantee period is shown in your Policy specification.
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IR . This Rider allows this Policy to be split into two individual policies but evidence of insurability on each Insured is required.

Complete information about each Rider is below.

Accelerated Death Benefit Riders

This Policy currently offers two accelerated death benefit Riders. The Riders are the Premier Living Benefits Rider 2 and the Terminal Illness Rider – Last Survivor.

IR . 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 a Policy issued with the Terminal Illness Rider- Last Survivor if this Rider names more than one eligible Insured.

IR 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 2 that names more than one eligible Insured.

Complete information about each Rider is below.

IR

Allows you to convert any Eligible Coverages into a new Policy at any time during the conversion Policy Year, as shown in the Policy Specifications. **IR** Some life insurance producers may have a financial incentive to

our approval. A \$200 administrative fee will be deducted from the original Policy's Accumulated Value on the effective date of the exchange. Although not anticipated, we reserve the right to charge for any state or federal taxes incurred upon exercise of this Rider. See the [REDACTED]

section in this prospectus for additional information on the tax treatment of this Rider. [REDACTED]

Some life insurance producers may have a financial incentive to offer you a new policy in place of the one you already own. You should only convert your policy if you determine, after comparing the features, fees (including surrender charges and premium loads), and risks of both policies, that it is preferable for you to purchase a new policy rather than own the existing policy. Call (800) 347-7787 if you have any questions about this Rider. [REDACTED]

Rider Terms:

[REDACTED] – To exercise this option, you must:

- Ask for the exchange in writing on a form that we will provide to you;
- Return the form and the original Policy to us; and
- Provide satisfactory evidence of insurability on each Insured.

[REDACTED] - The date all of the Exchange Conditions are met, the date this Policy terminates, and the policy date for the two new policies.

New Policy Considerations

- The new policy on each Insured will be based on that Insured's age as of the Exchange Date.
- If the new policies are variable universal life policies, we will waive the surrender charge on any amount of Accumulated Value less Policy Debt transferred from this Policy to purchase the new policies. The value transferred to the new policies will not be subject to any premium load. Premium loads will apply on the new policies for additional premium added at issue or after the initial premium paid from this Policy's Accumulated Value less Policy Debt. Any surrender charges applicable to the new policies will continue to apply.
- The Face Amount of each new policy may be for any amount you choose, provided that the sum of the Face Amounts of the new policies do not exceed the Policy's Face Amount including any Face Amount provided by a term insurance rider.
- You must provide us with your written consent if the Face Amounts of the new policies are not equal.
- The Policy's Accumulated Value, Policy Debt and Cash Surrender Value are split in proportion to the Face Amount for each of the new policies.

Rider Termination

The Rider will terminate on the earliest of:

- Your Written Request to end this Rider,
- The date of the first death of the two Insureds,
- On lapse or termination of the Policy, or
- Upon exercise of this Rider.

Example

This example assumes that, during Policy Year 10, the Owner elects to split this Policy and purchase two new variable universal life policies issued by us. Satisfactory evidence of insurability on each Insured was submitted. The existing Policy has a Face Amount of \$500,000 and Accumulated Value of \$160,000. The new policy has a premium load and offers the same or similar Risk Class as the existing Policy. The Insureds elected that the current Policy be split 50% to each new policy.

When the transfer occurs, the new policies will have a Face Amount of \$250,000 ($\$500,000 \times 50\% = \$250,000$), and an Accumulated Value of \$80,000 ($\$160,000 \times 50\% = \$80,000$). If the new policies are variable universal life policies, we will waive the surrender charge on any amount of Accumulated Value less Policy Debt transferred from this Policy to purchase the new policies. The new policies will not assess a premium load on the amount transferred to each policy from the old policy. Once the new policy is issued, the old policy will terminate and no longer provide any insurance coverage.

[REDACTED]

(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. This Rider is not available for Policies issued with the Terminal Illness Rider – Last Survivor if this Rider names more than one eligible Insured.

~~102~~ a physician, registered professional nurse, licensed social worker or other individual whom the United States Secretary of the Treasury may prescribe by regulation, and resides in the United States. A Licensed Health Care Practitioner may not be the Insured, the Owner, or an Immediate Family. The Licensed Health Care Practitioner must be independent of us, meaning he or she may not be our employee or be compensated in a manner that is linked to the outcome of the certification.

~~103~~ – a physician who is licensed and residing in the United States and the physician is not the Owner, the Insured, or an Immediate Family Member. The Licensed Physician must be independent of us, meaning he or she may not be our employee or be compensated in a manner that is linked to the outcome of the certification.

~~104~~ – the maximum amount of Death Benefit that you can accelerate as a Chronic Illness Benefit during the Insured's lifetime, as shown in your Policy Specifications. The Chronic Illness Benefit will not exceed the actual death benefit at the time this Rider is exercised.

~~105~~ used in the calculation of the Chronic Illness Benefit. Either annual or monthly Benefit Payments may be elected and they are determined as follows:

- ~~106~~ the Per Diem Limitation as declared by the Internal Revenue Service on each Benefit Payment Date multiplied by the Maximum Per Diem Limit Percentage, then multiplied by 365.
- ~~107~~ the Per Diem Limitation as declared by the Internal Revenue Service on each Benefit Payment Date multiplied by the Maximum Per Diem Limit Percentage, then multiplied by 30.

~~108~~ means the Insured remaining alive after the first death of the two eligible Insureds named in the Policy Specifications for this rider, when more than one eligible Insured is named.

~~109~~ a medical condition where the Terminally Ill Individual has been certified to have a life expectancy that is

d = The sum of any Monthly Deductions that are due and unpaid prior to the payment of the Chronic Illness Benefit, if the Policy is in the Grace Period.

The **CB** is equal to $(a \div b)$, where:

a = The Chronic Illness Benefit; and

b = The Chronic Illness Reduction Factor multiplied by the Death Benefit on the Benefit Payment Date.

The **CB** is equal to $(c + d) \div e$, where:

c = 100% of the Cash Surrender Value immediately prior to the benefit payment;

d = The Chronic Illness Risk Factor (which varies based on the Insured's attained Age, sex and Risk Class, the Accelerated Death Benefit Interest Rate, and a mortality table for disabled lives declared by us) times the result of the Death Benefit less the greater of zero or the Accumulated Value immediately prior to the benefit payment; and

e = The Death Benefit.

CB - The Chronic Illness Benefit Proceeds may be paid in one annual payment or in 12-monthly payments. Proceeds will be paid as an annual benefit unless you elect to receive monthly payments.

Annual Benefit Proceeds – Under this option, you may elect to receive one annual payment that will not exceed the Maximum Annual Chronic Illness Benefit Amount. A new Certification of Illness is required before each election date, which is the start of a new 12-month period. The following stipulations apply:

- The amount of Chronic Illness Benefits requested may not be less than the Minimum Annual Chronic Illness Benefit Amount shown in the Policy Specifications; and
- The amount of Chronic Illness Benefits paid will never be greater than the Maximum Annual Chronic Illness Benefit Amount.

Monthly Benefit Proceeds – Under this option, you may elect to receive proceeds in 12-monthly payments that will result in payment of the Chronic Illness Benefit Proceeds over a 12-month election period or until you cancel your request. The amount of Monthly Benefit Proceeds may vary from month to month, but will not exceed the Maximum Monthly Chronic Illness Benefit Amount (shown in the Policy Specifications) on each Benefit Payment Date. A new Certification of Illness is required before each election date, which is the start of each new 12-month period however a new Request for Benefits will not be required. The following stipulations apply:

- The amount of the Chronic Illness Benefits requested may not be less than the Minimum Monthly Chronic Illness Benefit Amount shown in the Policy Specifications;
- 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 are being paid. However, a new Request for Chronic Illness Benefits may not be made until 12-months after the date the prior Request for Benefits was processed. Upon canceling your election, you will not receive any remaining monthly payments due and unpaid for the current 12-month election period.

Proceeds (annual or monthly) will be paid to you (or your designee) or your estate while the Insured is still living, subject to any required acknowledgment of concurrence for payout. Upon the death of the Owner we will pay the benefit, provided the benefit is requested prior to the Owner's death, to his or her estate. Any payment of proceeds that is made in good faith by us is deemed irrevocable. Accelerated Death Benefits are paid as described in this Rider.

The **CB** is equal to the amount that the Death Benefit has been reduced as a result of paying an Accelerated Death Benefit under this Rider. The Total Accelerated Chronic Illness Benefit is equal to zero at the date of issue of this Rider.



Assumptions

- Accumulated Value is \$150,000
- Chronic Illness Benefit is \$65,000
- Death Benefit is \$600,000
- Surrender Charge is \$50,000
- Cash Surrender Value is \$100,000

- Chronic Illness Factor is 48.57734%
- Policy Debt is \$20,000

The Reduction Factor is $(c + d) \div e$; where

C (Cash Surrender Value) = \$100,000;

d (Chronic Illness Risk Factor multiplied by result of the Death Benefit minus the Accumulated Value) = $.4857734 \times (\$600,000 - \$150,000)$;

e (Death Benefit) = \$600,000

The Reduction Factor is $0.5309967 = [\$100,000 + 0.4857734 \times (\$600,000 - \$150,000)] \div \$600,000$.

The Acceleration Percentage is $20.40188\% = \$65,000 \div (0.5309967 \times \$600,000)$

The Chronic Illness Benefit Proceeds is $\$60,919.62 = \$65,000 - (\$20,000 \times 0.2040188)$

The Chronic Illness Benefit Proceeds, assuming no Policy Debt, is $\$65,000 = \$65,000 - (\$0 \times 0.2040188)$

After exercise, the Death Benefit is reduced by an amount equal to the Death Benefit times acceleration percentage.

Death Benefit Reduction = $\$600,000 \times 20.40188\% = \$122,411$

The Death Benefit is reduced by an amount greater than the benefit payment.

End of Example

Accelerated Death Benefit Payment and Values – Terminal Illness Benefit

§ 101 – Terminal Illness Benefit Proceeds is the amount of Terminal Illness Benefit that is payable on the Benefit Payment Date. Terminal Illness Benefit Proceeds will be paid in one lump sum and are at least equal to the Acceleration Percentage multiplied by the difference between the current Cash Surrender Value and any outstanding Policy Debt. More details about the calculation are in the Policy Specifications. § 101

The § 101 is equal to $(a \div b)$, where:

a = The Terminal Illness Benefit; and

b = The Terminal Illness Eligible Coverage on the Benefit Payment Date.

The § 101 is the Accelerated Death Benefit payable when the Insured is a Terminally Ill Individual who has met the *Eligibility Conditions* subsection referenced above.

The § 101 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.

The § 101 is equal to $(a) \times (b)$ where:

a = 1; and

b = 1 plus the Accelerated Death Benefit Interest Rate.

The § 101 is the portion of the Policy Death Benefit that will qualify for determining the Terminal Illness Benefit under this Rider. The Terminal Illness Eligible Coverage is listed in the Policy Specifications. The Terminal Illness Eligible Coverage does not include:

- Any insurance under the Policy on the life of someone other than the eligible Insured(s); or
- Any rider, on the Insured(s), that is not explicitly listed as being Terminal Illness Eligible Coverage.

Example:

Assumptions:

- Eligible Coverage is \$150,000
- Terminal Illness Benefit is \$65,000
- Accelerated Death Benefit Interest Rate is 8%
- Surrender Charge is \$50,000
- Cash Surrender Value is \$100,000
- Policy Debt is \$20,000
- Processing Charge is \$0

The Acceleration Percentage is $43.33\% = (\$65,000 \div \$150,000)$

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

The Terminal Illness Benefit Proceeds is $\$54,728.40 = [(\$150,000 - \$100,000) \times 0.92592593 + \$100,000] \times 0.4333 - (\$20,000 \times 0.4333) - 0$

The Terminal Illness Benefit Proceeds, ~~is~~ is $\$63,395.06 = [(\$150,000 - \$100,000) \times 0.92592593 + \$100,000] \times 0.4333 - (\$0 \times 0.4333) - 0$

After exercise, the Death Benefit is reduced by an amount equal to the Death Benefit times the acceleration percentage.

Death Benefit Reduction = $\$150,000 \times 43.33\% = \$65,000$.

The Terminal Illness Benefit Proceeds is $\$54,728.40$.

The Death Benefit is reduced by an amount greater than the benefit payment.

End of Example

Request for Benefits

~~is~~ – 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 Policy Debt;

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.

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 by the reduction in benefits and policy values. In addition:

- If your Policy has the No-Lapse Guarantee Rider, the no-lapse premium and any no-lapse credit will be reduced on the date of each Benefit Payment by an amount equal to the applicable no-lapse guarantee premium or no-lapse credit prior to the payment of Benefit Proceeds, multiplied by the Acceleration Percentage.

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.

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See the ██████████

sections in

this prospectus for more information on the relation of the Policy's Death Benefit to premium payments and Modified Endowment Contract status.

Rider Termination

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

- Your Written Request;
- Acceleration of any part of the Policy's Death Benefit because of an Insured(s) terminal illness while the Insured is still living;
- The date Rider benefits equal to the total Death Benefit have been accelerated;
- When the Rider or the Policy terminate; or
- When you notify us of the Insured's death.

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

██████████
 (This Rider is called "Accelerated Death Benefit Rider for Terminal Illness-Last Survivor" in your Policy.)

This Rider is only available at Policy issue. This Rider is not available if your Policy was issued with the Premier Living Benefit Rider 2 that names more than one eligible Insured.

The Terminal Illness Rider-Last Survivor provides protection from the financial impacts of having a medical condition that is reasonably expected to result in a Survivor life expectancy of 12 months or less by providing acceleration of a portion of the Death Benefit.

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Rider Terms

☛ – the portion of the Policy Face Amount that will qualify for determining the Terminal Illness Benefit under the Terminal Illness Rider-Last Survivor. Your Policy's Eligible Coverage is listed in the Policy Specifications under the Terminal Illness Rider-Last Survivor. It does not include any insurance on the life of anyone other than the Insureds and any other rider on the Insureds.

☛ – a physician licensed and residing in the United States. The Licensed Physician cannot be you or an immediate family member.

☛ – Survivor who has been certified by a Licensed Physician in writing as having a medical condition that is reasonably expected to result in a life expectancy of 12 months or less from the date of the Written Request.

☛ - the Insured remaining alive after the first death of the two Insureds named in the Policy.

Eligibility Conditions

To receive the Rider Benefits, you must satisfy the following conditions:

•

Example

Assumptions:

- Eligible Coverage is \$150,000
- Terminal Illness Benefit is \$65,000
-

Rider Termination

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

-

10 – 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 is shown in the Policy Specifications. This period begins on the Policy Date and will not restart if insurance Coverage is added or increased. The guarantee period is based on the ages of the Insureds when the Policy is issued and the range of the guarantee period may last 11 years (if the youngest Insured is Age 79) to 72 years (if the youngest Insured is Age 18). This period ends when the youngest Insured reaches attained age 90.

11 – 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 and is expressed as an annual amount. 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 through the end of the No-Lapse Guarantee Period as long as the No-Lapse Credit less Policy Debt is equal to or greater than zero. The length of the No-Lapse Guarantee period is shown in the Policy Specifications.

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:
 - $i = \text{no greater than } 1.00270926$ 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.

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Assumptions

- No Lapse Premium is \$838.61
- No Lapse Credit on the prior Monthly Payment Date is \$1,000
- Withdrawal Amount taken since prior Monthly Payment Date is \$500
- Premium Payment made on the current Monthly Payment Date is \$100

Since the No Lapse Credit is positive,

the No Lapse Credit is $\$530.12$ ($\$1,000 * (1.00000) + \$100 - \$500 - \$838.61/12$).

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If the No-Lapse Credit less Policy Debt is less than zero, the guarantee under this Rider is not in effect. The guarantee under this Rider may be brought back into effect by paying additional premium equal to the amount of premium necessary after deduction of the premium load so that the No-Lapse Credit less Policy Debt is equal to or greater than zero (the “Catch-Up” premium). If your Policy is in the grace period, you may pay the lesser of the Catch-Up premium (if this Rider is in effect) or the amount due to move the Policy out of the grace period. See the **14** section in this prospectus for more information on the Policy grace period.

If the guarantee under this Rider is in effect, the Policy and any attached optional benefits that are currently In Force, will remain In Force, will not enter the grace period and will not lapse during the specified guarantee period. Instead, the Policy will continue under the guarantee provided by this Rider and it will stay In Force as long as the No-Lapse Credit less Policy Debt is equal to or greater than zero.

15 – When the Policy is continued under the No-Lapse Guarantee, the Net Accumulated Value can be less than or equal to zero. If the Policy does not have sufficient Net Accumulated Value from which Monthly Deductions can be collected, then any uncollected Monthly Deductions, or portions thereof, are accumulated without interest as an Accumulated Value Deficit. Any Premium or Loan Repayment that is received while the Net Accumulated Value is less than or equal to zero and the No-Lapse

Guarantee is in effect, will be applied as described in the Policy. Beginning on the next Monthly Payment Date following the receipt of the Premium or Loan Repayment and until eliminated, the Accumulated Value Deficit will first be reduced and then Monthly Deductions will be processed according to the terms of the Policy.



Assumptions:

- Policy is within No-Lapse Guarantee Period
- Accumulated Value of \$11,000 before monthly deductions
- Policy Debt of \$9,500
- Policyholder has paid a premium at the beginning of each Policy month at least equal to one twelfth of the No-Lapse Guarantee Premium
- Upcoming Monthly deduction = \$2,000

Result:

- Policy Net Accumulated Value after monthly deductions will fall below \$0 to -\$500 (\$11,000 - \$9,500 - \$2,000).
- Policy does not enter the Grace Period since policyholder has paid sufficient premium to meet the minimum No-Lapse Guarantee premium requirement.

Effect on Other Riders

If the Policy is continued under the guarantee provided by this Rider, any attached Riders will continue or end according to their respective terms.

Rider Termination

This Rider will end on the earliest of:

- If you add any Rider that has separate charges after the Policy Date;
- The date when the No-Lapse Credit less Policy Debt is less than or equal to zero and the Net Accumulated Value is less than the Monthly Deduction due on the Monthly Payment Date, unless a Catch-Up premium is made; or
- At the end of the Guarantee Period.

Rider Reinstatement

This Rider may not be reinstated if it was terminated before the date the Policy ceased to be In Force. Otherwise, this Rider will reinstate on the date the Policy is reinstated. Upon Reinstatement, any Catch-Up Amount and any Accumulated Value Deficit, without interest, will be restored. Any Catch-Up Amount existing at the time of Policy lapse must be paid upon Reinstatement for the No-Lapse Guarantee to be in effect.



Other Variable Life Insurance Policies

We offer other variable life insurance policies which provide insurance protection on the life of an Insured. We also offer riders on other variable life insurance policies that provide additional insurance protection on an Insured. Many life insurance policies and riders have some flexibility in structuring the amount of insurance protection, the amount that is payable upon death, and premium payments in targeting cash values based on your particular needs.

This Policy

If you add a Rider or Riders to your Policy, and if we apply maximum guaranteed charges, you may increase your risk of lapse even if all planned premiums are paid. Adding a Rider or Riders may also affect the amount of premium you can pay on your Policy and still have it qualify as life insurance.

Accelerated death benefit payments received for 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). Pacific Life cannot determine the taxability of benefit payments. Tax treatment of long-term care benefits is complex, and will depend on the amount of benefits taken, the amount of qualified expenses incurred and possibly other factors. Receipt of accelerated death benefits may affect eligibility for public assistance programs such as Medicaid. Consult your qualified and independent legal and tax advisors about the tax implications of these benefits.

We also offer the ability to have increases in Coverage. A requested increase in Coverage can provide for a larger increase, but would be subject to full underwriting and could result in a different Risk Class than that originally underwritten. Policy charges will vary based on the amount and timing of increases, and on whether the increase was scheduled or requested.

Ultimately, individual needs and objectives vary, and they may change through time. It is important that you consider your goals and options carefully. You should discuss your insurance needs and financial objectives with your life insurance producer before purchasing any life insurance product or purchasing additional insurance benefits. You should also consider a periodic review of your Coverage with your life insurance producer.

Your Policy gives you the flexibility to choose the amount and frequency of your premium payments within certain limits.

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 [REDACTED] 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. See the [REDACTED] subsection below.



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 [REDACTED] 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 a *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.



You can schedule the amount and frequency of your premium payments. We refer to scheduled premium payments as your *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 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 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 Policy Debt, is not enough to pay your monthly charges. See the [REDACTED] section in this prospectus for more information.



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;
-

- 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 based, among other things, upon your Policy's Net Amount At Risk. For more information, see the

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:

- [REDACTED]
- [REDACTED]
- [REDACTED]

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 [REDACTED] section in this prospectus. You should speak to a qualified tax advisor for complete information regarding Modified Endowment Contracts.

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

[REDACTED]

We generally allocate your Net Premiums to the Investment Options you have chosen on your application on the day we receive them. See the [REDACTED] section in this prospectus for more information about the Funds underlying the Variable Investment Options. If we do not have allocation instructions, we will contact you to obtain updated allocation instructions.

Where we allocate your first premium depends on the state and replacement status. For policies that require us to return the premiums you have paid if you exercise your Free Look Right, we will hold your Net Premiums in the Fidelity® VIP Government Money Market Variable Account until the end of the applicable state free look period, and then transfer them to the Investment Options you have chosen.

If your Policy requires refunds to be based on Accumulated Value if you exercise your Free Look Right, we allocate Net Premiums to the Investment Options you have chosen on the day we receive them or your Policy Date, if later. If your Policy has outstanding contractual and/or administrative requirements necessary before it can be placed In Force, we will allocate any Net Premiums received to the Fidelity® VIP Government Money Market Variable Account until the requirements are satisfied and your Policy is placed In Force.

Accumulated Value is the value of your Policy on any Business Day. It is used as the basis for determining Policy benefits and charges.

We use it to calculate how much money is available to you for loans and withdrawals, and how much you will receive if you surrender your Policy. It also affects the amount of the Death Benefit if you choose a Death Benefit Option that's calculated using Accumulated Value.

The Accumulated Value of your Policy is not guaranteed – it depends on the performance of the Investment Options you have chosen, the premium payments you have made, Policy charges and how much you have borrowed or withdrawn from the Policy.

If your Accumulated Value less any Policy Debt is insufficient to pay for Policy charges, your Policy will enter its Grace Period. We will send you a notice telling you the amount of premium to pay to keep your Policy In Force. The 61-day Grace Period starts on the notice date. If you do not pay sufficient premium during the Grace Period to restore your Policy's Accumulated Value, your Policy will lapse. This Policy offers a rider that provides no-lapse protection for a certain period if rider conditions are met. See the No-Lapse Guarantee Rider in the

The Policy must be in force on a Policy Anniversary to receive the additional credit. No partial additional credit is paid if the Policy is surrendered.

The additional credit rate ranges by duration from 0% to 1.35% and depends on the Age, Sex, Risk Class of both insureds and Death Benefit Option at the issue of each Coverage Layer.

Your Policy's additional credit is not guaranteed, and we may discontinue the program at any time.

For more information on the additional credit, you may ask your life insurance producer to provide an In Force Illustration.



Assume the following:

- Policy's Face Amount is \$100,000
- Policy is in the 11th policy year
- Additional credit rate in year 11 is 1.025%.

The additional credit added to the Policy's Accumulated Value on the Policy Anniversary is $1.025\% \times 100,000 = \$1,025$.



We take various charges from your Policy's Accumulated Value to compensate us for the cost of the Policy benefits and for maintaining your Policy:

1. Monthly Deductions
2. Transaction Fees
3. Loan Interest Charged against the Loan Account.

Guaranteed maximum fees are shown in the  section in this prospectus.


All Policy charges assessed under the Policy will reduce the Accumulated Value as an Account Deduction.



We deduct a monthly charge from your Policy's Accumulated Value on each Monthly Payment Date until the Monthly Deduction End Date. If there is not enough Accumulated Value less Policy Debt to pay the monthly charge, your Policy could lapse. For more information, see the **Lapsing and Reinstatement** subsection below.

The Monthly Deduction is made up of five charges:

1. Cost of insurance charge
2. Administrative charge
3. Coverage charge
4. Charges for certain optional Riders and benefits
5. Asset charge

Your Policy and any Riders will provide a list of all guaranteed Policy charges as shown in the  section in this prospectus. For any given charge, we may charge less than these amounts, but we will never charge more than these guaranteed amounts. Any lesser charge will apply uniformly to all members of the same Class.

We may profit from Policy charges and may use these profits for any lawful purpose such as the payment of distribution and administrative expenses.

There are no Monthly Deductions after the Monthly Deduction End Date.

Cost of Insurance Charge

This Cost of Insurance Charge is for providing you with life insurance protection. It is based upon the *cost of insurance rates* of each Coverage Layer and a Net Amount At Risk. The current charge range is \$0.01-\$83.34 per \$1,000 of Net Amount At Risk.

The Net Amount At Risk used for calculating cost of insurance charges is determined on the Monthly Payment Date as:

- The Death Benefit under the policy divided by the Net Amount At Risk Factor of 1.0008295
- Less the Accumulated Value

If your policy has multiple Coverage Layers, the Net Amount at Risk is proportional to each Coverage Layer based upon the Face Amount of the Coverage Layer.

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 [REDACTED] section in this prospectus.



Excess Transfer Charge

Under the Policy, there is a \$25 transfer charge for each transfer in excess of 12 transfers per Policy year. Currently, we are not imposing this charge.

Evaluation of Insurability

Under the Policy, there is a \$100 fee upon each non-scheduled request to increase the Basic Face Amount. Currently, we are not imposing this charge.

Illustration Request

Under the Policy, you can request one Policy Illustration each Policy year free of charge. After that there is a \$25 per request fee for each Illustration. Currently, we are not imposing this charge.

Withdrawal Charge

the monthly charge that was due on the Monthly Payment Date when there was not enough Accumulated Value to pay 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. We may accept an amount that is less than the amount provided in the notice to keep the Policy In Force. If you receive a notice, speak with your life insurance producer or contact us directly if you have any questions.

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 policy monthly payment date. A minimum of the insufficient amount due plus three times the Monthly Deduction due when the insufficiency occurred plus any applicable premium load, must be paid.

If your Policy is in danger of lapsing and you have 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 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 it. Or if you have a Policy loan, you may want to repay a portion of it. In addition, the No-Lapse Guarantee Rider provides no-lapse protection for a certain period if rider conditions are met. See the No-Lapse Guarantee Rider in the  section in this prospectus.

Paying Death Benefit Proceeds during the Grace Period

If the Survivor dies during the Grace Period, we will pay Death Benefit Proceeds to your Beneficiary. We will reduce the payment by any unpaid monthly charges and any 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 each Insured is still insurable in the same Risk Class as when the Policy was issued
- A Premium payment sufficient, after reduction by any premium load, to:
 - Cover all unpaid Monthly Deductions and Policy loan interest that were due and unpaid during the Grace Period,
 - Keep your Policy In Force for three months after the date your Policy is reinstated, and
 - Cover any negative Accumulated Value if there was a Policy loan or other outstanding 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. We will allocate the Accumulated Value according to your most recent premium Allocation Instructions.

At reinstatement:

- The Accumulated Value upon reinstatement will equal the Accumulated Value at the date of lapse less the Policy Debt at the time of lapse. Any negative Accumulated Value will be due in addition to sufficient premium at the time of reinstatement.
- Surrender charges and Coverage for Basic Life Coverage under this Policy will be calculated on their original schedule as if lapse had never occurred, reflecting the schedule of each charge at reinstatement and policy duration measured from the original Policy Date. For example, if you had an 8 year surrender charge period remaining for a coverage layer when the Policy lapsed, and 2 years elapsed until reinstatement, you will still have a 6 year surrender charge period for that coverage layer when your Policy is reinstated.
- 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 Age of each Insured at reinstatement and policy duration measured from the original Policy Date.
- If there was a Policy loan at the time of lapse, we will not reinstate the loan.

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

You can find a complete list of the Variable Investment Options available under this Policy in the

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

We do not charge for any of the services listed below and we do not currently charge for transfers made under the services. See the **■** subsection above. If imposed, Excess Transfer Charges could be substantial if total transfers scheduled under these services exceed any applicable minimum guarantee of free transfers per Policy Year.

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. It does not allow you to make transfers to or from the Fixed Account. We process transfers as of 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

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, or make your Policy more susceptible to lapsing. Withdrawals and surrenders may have tax consequences, including a possible tax penalty if withdrawn before age 59½. Be sure to plan carefully before using these Policy benefits.

If you withdraw a larger amount than your investment in your Policy, or if your Policy is classified as a Modified Endowment Contract, your withdrawal may be considered taxable income.

For more information on the tax treatment of withdrawals or loans, or in the event you surrender your Policy, see the ■■■ section in this prospectus.



You can withdraw part of your Policy's Accumulated Value starting on your Policy's first anniversary and until the Monthly Deduction End Date. Here's how it works:

- You must send us a Written Request that's signed by all owners.
- Each withdrawal must be at least \$200, and the Net Cash Surrender Value of your Policy after the withdrawal must be at least \$500.
- We will not accept your request to make a withdrawal if it will cause your Policy to become a Modified Endowment Contract, unless you have told us in writing that you want your Policy to become a Modified Endowment Contract.
- The Accumulated Value, Cash Surrender Value and Net Cash Surrender Value of your Policy will be reduced by the amount of each withdrawal. The withdrawal will be processed as an Account Deduction.
- If the Survivor dies after you have sent a withdrawal request to us, but before we have made the withdrawal, we will deduct the amount of the withdrawal from any Death Benefit Proceeds owing.

How withdrawals affect your Policy's Death Benefit

Making a withdrawal will affect your Policy's Death Benefit in the following ways:

- If your Policy's Death Benefit does not equal the Minimum Death Benefit, the Death Benefit may decrease by the amount of your withdrawal.
- If your Policy's Death Benefit equals the Minimum Death Benefit, the Death Benefit may decrease by more than the amount of your withdrawal.


How withdrawals affect your Policy's Face Amount

If you have chosen Death Benefit Option B or Option C making a withdrawal does not reduce your Policy's Total Face Amount.

If you have chosen Death Benefit Option A, then a withdrawal may reduce your Policy's Total Face Amount; however, the first withdrawal of each year in the first 15 Policy Years up to the lesser of \$10,000 or 10% of the Net Cash Surrender Value will not reduce the Policy's Total Face Amount. If you withdraw a larger amount, or make additional withdrawals, the Total Face Amount will usually be reduced by the amount, if any, by which the Total Face Amount exceeds the result of the Death Benefit immediately before the withdrawal minus the amount of the withdrawal.

We reserve the right to refuse any withdrawal request that would reduce the Policy's Basic Face Amount to less than \$100,000 after the withdrawal.

A loan is available based on the Accumulated Value allocated to any of the Investment Options. Taking out a loan will affect the growth of your Policy's Accumulated Value, and may affect the Death Benefit. When you borrow money from your Policy, we use your Policy's Accumulated Value as security. You pay interest on the amount you borrow and the Accumulated Value set aside to secure your loan also earns interest.

You may request a loan either by sending us a request in writing, over the telephone or electronically. You will find more information about requesting a loan by telephone or electronically in the  section in this prospectus.

How it works when you take out a loan

- To secure the loan, we transfer an amount equal to the amount you are borrowing from your Accumulated Value in the Investment Options to the Loan Account. Unless instructed otherwise, we will make such transfers from the Fixed Account and the Variable Investment Options on a proportionate basis. We will transfer the loan from the Investment Options that make up your Policy's Accumulated Value to the Loan Account. The loan amount will be processed as an Account Deduction.
- Interest owing on the amount you have borrowed accrues daily at an annual rate of 2.25%. Interest that has accrued during the Policy Year is due on your Policy Anniversary and at Policy termination.
- The amount in the Loan Account earns interest daily at an annual rate of at least 2.00%. On each Policy Anniversary, if the Policy Debt exceeds the Loan Account Value, then the excess is transferred from your Policy's Investment Options to the Loan Account on a proportionate basis to the Loan Account. If the Loan Account Value exceeds Policy Debt, then the excess will be transferred from the Loan Account to the Investment Options according to your most recent premium allocation instructions.
- We currently intend to credit interest on the amount in the Loan Account at an annual rate of 2.25% in Policy Year 6 and thereafter. We can decrease the rate credited if we believe the change is needed to ensure that your Policy loan is not treated as a

amount of interest you earn on the Loan Account may also be less than the amount of interest you would have earned from the Fixed Account. 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 Loan Account is not available to help pay for any Policy charges. If, after deducting your 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 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 the **E** section in this prospectus.

You can use your Policy's loan and withdrawal features to supplement your income, for example, during retirement. If you are interested in using your life insurance Policy to supplement your retirement income, please contact us for more information.

Setting up an income stream may not be suitable for all Policy Owners.

Here are some things you should consider when setting up an income stream:

- The rate of return you expect to earn on your Investment Options
- How long you would like to receive regular income
- The loan interest rate that you pay on the debt
- The amount of Accumulated Value you want to maintain in your Policy.

You can ask your life insurance producer for Illustrations showing how Policy charges may affect existing Accumulated Value and how future withdrawals and loans may affect the Accumulated Value and Death Benefit. You can also ask for accompanying charts and graphs that compare results from various retirement strategies.

Understanding the risks

Using your Policy to supplement your income does not change your rights or our obligations under the Policy. The terms for loans and withdrawals described in this prospectus remain the same. It is important to understand the risks that are involved in using your Policy's loan and withdrawal features. Use of these features may increase the chance of your Policy lapsing.

You should consult with your financial adviser and carefully consider how much you can withdraw and borrow from your Policy each year to set up your income stream.

You can surrender or cash in your Policy at any time it is In Force.

Here are some things you need to know about surrendering your Policy:

- You must send us your Policy and a Written Request.
- If a premium payment of over \$1,000 was received within 10 business days of the surrender request, the premium amount received may be withheld from the surrender proceeds until we obtain verification the payment cleared the bank. The amount withheld will be noted on our surrender confirmation letter and a separate letter will be provided when the remainder of the proceeds are disbursed.
- We will send you the Policy's Net Cash Surrender Value adjusted for any Account Additions and Account Deductions made since the preceding Monthly Payment Date. Surrender proceeds will be paid in a single lump sum check. We may make other options available in addition to the single check option.
- Each Basic Coverage Layer has a 20-year surrender charge period.
- If you have a Basic Coverage Layer on your Policy that's been In Force for less than 20 years, a surrender charge will apply if you surrender your Policy.
- The surrender charge for each Basic Coverage Layer is based on the Face Amount of that Life Coverage Layer and the Age and Risk Class of the Insureds, and the Death Benefit Option, on the date the Life Coverage Layer is effective. The Maximum Surrender Charge is the sum of the surrender charge on each Life Coverage Layer that has an associated surrender charge. If you increase your Policy's Face Amount, through a Basic Coverage increase, we will send you a Supplemental Schedule of Coverage that shows the surrender charge factors associated with the increase.

Your Policy has an initial Surrender Charge. The surrender charge decreases on each Monthly Payment Date by $\frac{1}{12}$ of the Reduction Factor until the charge becomes \$0 after the End Year. The Initial Amount (the amount of the initial Surrender Charge), the Surrender Charge at the end of each Policy Year, the Reduction Factor (the amount by which the Surrender Charge

is reduced) and the End Year (the last year in which a Surrender Charge is assessed) are shown in the Table of Surrender Charge Factors in your Policy Specifications.

Example

For a Policy that insures a male non-smoker, Age 56 and female non-smoker Age 53 at Policy issue, with a Policy Face Amount of \$100,000

Initial Amount = \$1,158.00 ($\$100,000 \times 0.01158$)

Reduction Factor = \$57.90

End Year = 20

In Policy month 1, the Surrender Charge is: \$1,153.18 ($\$100,000 \times 0.01158 - ((1/12) \times \$57.90)$)

In Policy month 70, the Surrender Charge is: \$820.25 ($\$100,000 \times 0.008685 - ((10/12) \times \$57.90)$)

If there have been decreases in the Basic Coverage Layer Face Amount, including decreases due to withdrawals, the applicable Surrender Charge rate will not change for that Coverage Layer as a result of the decrease. The highest Surrender Charge rate described is the guaranteed maximum charge. We may charge less than such guaranteed maximum charge. Any lesser charge will apply uniformly to all members of the same Class.

In addition, any Coverage Layer representing an increase in Basic Life Coverage will have associated Surrender Charge rates and Reduction Factor which will be provided in a Supplemental Schedule of Coverage. The Surrender Charge rates for any such Coverage Layer will be effective as of the Coverage Layer Date and as of the beginning of each Coverage Year thereafter, and will decrease in the same manner as the initial Coverage Layer.

- There is no surrender charge on any Coverage Layer after 20 Policy years from the date the Coverage Layer is effective.
- We guarantee the Surrender Charge rates for any Coverage Layer will not increase.
-

- Refund of the portion of Monthly Deductions associated with any such increase will be included; and
- Premium load associated with the portion of Monthly Deductions referred to in the bullet above will be included.



The term *replacement* has a special meaning in the life insurance industry. Before you make a decision to buy, we want you to understand what impact a replacement may have on your existing insurance policy.

A replacement occurs when you buy a new life insurance policy or annuity contract, and a policy or contract you already own has been or will be:


- Lapsed, forfeited, surrendered or partially surrendered, assigned to the replacing insurer, or otherwise terminated;
- Converted to reduced paid-up insurance, continued as extended term insurance, or otherwise reduced in value by the use of nonforfeiture benefits or other policy values;
- Amended to effect either a reduction in benefits or in the term for which coverage would otherwise remain in force or for which benefits would be paid;
- Reissued with any reduction in cash value; or
- Pledged as collateral or subject to borrowing, whether in a single loan or under a schedule of borrowing over a period of time.

There are circumstances when replacing your existing life insurance policy or annuity contract can benefit you. As a general rule, however, replacement is not in your best interest. A replacement may affect your plan of insurance in the following ways:

- You will pay new acquisition costs;
- You may have to submit to new medical examinations;
- You may pay increased premiums because of the increased age or changed health of the Insureds;
- Claims made in the early policy years may be contested;
- You may have to pay surrender charges and/or income taxes on your current policy or contract values;
- Your new policy or contract values may be subject to surrender charges; and
- If part of a financed purchase, your existing policy or contract values or Death Benefit may be reduced.

You should carefully compare the costs and benefits of your existing policy or contract with those of the new policy or contract to determine whether replacement is in your best interest.



A policy exchange occurs when exercising a contractual right according to the terms of the Enhanced Policy Split Option Rider or Policy Split Option Rider. Please see the  section for more information on these riders.



If the sex or birth date of either Insured is stated incorrectly on your application and it is discovered on or after the death of the Survivor, 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 Insureds sex and Age, or
- The Minimum Death Benefit for the correct sex and birth date of each Insured

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



We have the right to contest the validity of your Policy for two years from the Policy Date if there was a material misstatement in the application or if the Policy was procured through fraud. Once your Policy has been In Force for two years from the Policy Date during the lifetime of the Insureds, 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 your reinstated Policy has been In Force for two years from the reinstatement date during the lifetime of the Insureds, 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 or where the Policy was procured by fraud.

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. More 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 lapse.

Death Benefits
Exclusion of Death Benefits
Exclusion of Death Benefits
Exclusion of Death Benefits

Exclusion

Death benefits from a life insurance policy may generally be excluded from income under Section 101(a) of the Tax Code unless an

For a variable life insurance policy to qualify for tax deferral, assets in the separate accounts supporting the policy must be considered to be owned by the insurance company and not by the policy owner. If a policy owner is treated as having control over the underlying assets, the policy owner will be taxed currently on income and gains from the account and in such a case of “investor control” the policy owner would not derive the tax benefits normally associated with variable life insurance.

For more information about diversification rules, please refer to the Pacific Select Fund prospectus. For more information regarding investor control, please refer to the policy SAI.



If you exchange your Policy for another one that insures the same person(s), it generally will be treated as a tax-free exchange under Section 1035 of the Code and, if so, will not result in the recognition of gain or loss unless you no longer have a substantial family, business, or financial relationship with the insured. In that case, the exchange of the policy is considered a reportable policy sale that may result in current taxation of any gain in the policy at the time of the sale and also subject a portion of the death benefit to taxation. If the policy owner or the people insured by the policy are changed, the exchange will be treated as a taxable exchange.



You may have taxable income if you transfer ownership of your Policy, sell your Policy, or change the ownership of it in any way. This may include the transfer or sale of any entity or business that owns a Policy. The determination of taxation upon a change of Ownership cannot be determined by Pacific Life. Please consult your tax advisor for advice on your specific situation.



There are special tax issues for employer Owners:

- Section 101(j) of the Tax Code generally provides that Death Benefits paid in connection with certain life insurance policies involving an employer will be taxable income. Employer-involved policies issued or materially modified on or after August 18, 2006 may be subject to income tax liability on the Policy’s Death Benefit unless certain requirements and conditions of Section 101(j) are met.
- Using your Policy to informally fund a promised deferred compensation benefit for executives may have special tax consequences.
- Corporate ownership of a Policy may affect your liability under the alternative minimum tax (Section 56 of the Tax Code) and the environmental tax (Section 59A of the Tax Code).
- Where a business is the Owner of the Policy, Section 264(f) of the Tax Code may disallow a portion of the entity’s interest expense unless, at the time the Policy is issued, the Insured is an officer, director, employee, or 20% owner of the business. If the Policy is later exchanged for a new life insurance Policy, the Insured must meet this exception at the time the new Policy is issued.

Please consult your tax advisor for these and other special rules for employer-involved Policies.

Loans and corporate-owned policies

If you borrow money to buy or carry certain life insurance policies, tax law provisions may limit the deduction of interest. If the taxpayer is an entity that’s a direct or indirect beneficiary of certain life insurance, endowment or annuity contracts, a portion of the entity’s deductions for loan interest may be disallowed, even though this interest may relate to debt that’s completely unrelated to the contract.



Section 7702A of the Tax Code defines a class of life insurance policies known as “Modified Endowment Contracts”. If your Policy is a Modified Endowment Contract, any distributions you receive during the life of the Policy are treated less favorably than under non-MEC life insurance policies. Withdrawals, loans, pledges, assignments and the surrender of your Policy are all considered distributions and may be subject to tax on an income-first basis and a 10% penalty.

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.

Tax treatment of distributions from your Policy's Accumulated Value may be treated differently, depending upon whether your Policy is a Modified Endowment Contract. *contr 15v9 ccy u-13.324 0 036 cm(coh. nge to.03 T)TJuct758*

Proceeds are taxed to the extent they exceed the investment in the contract¹.

Proceeds are taxed to the extent they exceed the investment in the contract.³

If you make a withdrawal after your Policy has been In Force for 15 years, you will only be taxed on the amount you withdraw that exceeds the investment in the contract.

You will be taxed on the amount of the withdrawal that's considered income (i.e. gain)².

Special rules apply iJT*[(wTcomee a)1 (withdrawal aft)1 (er yo

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.

Similarly, the income, gains or losses, realized or unrealized, of the assets of any Variable Account belong to that Variable Account and are credited to or charged against the assets held in that Variable Account without regard to our other income, gains or losses.

Making changes to the Separate Account

We can add, change or remove any Fund that the Separate Account or any Variable Account holds or buys.

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 decide 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 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 (the Separate Account is currently registered);
- Combine the Separate Account with one of our other separate accounts or our affiliates' separate accounts;
- Combine one or more Variable Accounts;
- Create a committee, board or other group to manage the Separate Account;
- Change the classification of any Variable Account.

Taxes we pay

We may be charged for state and local taxes. Currently, we pay these taxes because they are small amounts with respect to the Policy. If these taxes increase significantly, we may deduct them from the Separate Account.

We may charge the Separate Account for any federal, state and local taxes that apply to the Separate Account or to our operations. This could happen if our tax status or the tax treatment of variable life insurance changes.



We are the legal owner of the shares of the Funds that are held by the Variable Accounts. We may vote on any matter at shareholder meetings of the Funds. However, we are required by law to vote as you instruct on the shares relating to your allocation in a Variable Investment Option. This is called your

We will vote shares of any Fund we hold in our General Account in the same proportion as the total votes for all of our separate accounts, including this Separate Account. We will vote shares of any Fund held by any of our non-insurance affiliates in the same proportion as the total votes for all of our separate accounts and those of our insurance affiliates.

If the law changes to allow it, we can vote as we wish on shares of the Fund(s) held in the Separate Account.

When required by state insurance regulatory authorities, we may disregard voting instructions that:

- Would change a Fund's investment objective or subclassification;
- 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.



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 the 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:

- 105% 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 and Risk Class of the Insured. A Policy's target premium is generally

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 us greater access to financial professionals of the broker-dealers that receive such compensation or may otherwise influence the way that 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 and 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 us 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 brokerage commissions in selling such Policies, with the determination of the expense reduction and of such crediting being made in accordance with our administrative procedures. These credits will be added to an eligible persons Policy after the Free Look Transfer Date has occurred, or, if premiums are paid using the monthly Electronic Funds Transfer plan, on the first Policy Anniversary.

Fund managers of the underlying Funds available under this Policy may help pay for conferences or meetings sponsored by us or PSD relating to management of the Funds and our variable life insurance products.

Please refer to the SAI for additional information on distribution arrangements and the conflicts of interest that they may present.



On September 1, 2005, Pacific Life redomesticated to Nebraska. We are subject to the laws of the state of Nebraska governing insurance companies and to regulations issued by the Commissioner of Insurance of Nebraska. In addition, we are subject to the insurance laws and regulations of the other states and jurisdictions in which we are licensed or may become licensed to operate.

An annual statement in a prescribed form must be filed with the Commissioner of Insurance of Nebraska and with regulatory authorities of other states on or before March 1st in each year. This statement covers our operations for the preceding year and our financial condition as of December 31st of that year. Our affairs are subject to review and examination at any time by the

The following is a list of Funds available under the Policy. More information about the Funds is available in the prospectuses for the Funds, which may be amended from time to time. You can also request this information at no cost by calling (800) 347-7787 or by sending an email request to PolicyService@PacificLife.com.

The current expenses and performance information below reflects fees and expenses of the Funds, but do not reflect the other fees and expenses that your Policy may charge. Expenses would be higher and performance would be lower if these other charges were included. Each Fund's past performance is not necessarily an indication of future performance.

Fund	Investor ; Advisor (Subadvisor)	Expense Ratio	Performance (as of 12/31/2023)		
			1 Year	5 Year	10 Year
Seeks to achieve long-term capital appreciation.	Dimensional Fund Advisors, LP	0.40%	8.30%	5.56%	3.18%
Achieve a stable real return in excess of the rate of inflation with a minimum of risk.	Dimensional Fund Advisors, LP	0.12%	2.95%	0.74%	0.59%
Seeks to provide investment results that correspond to the aggregate price and interest performance of the debt securities in the Bloomberg Barclays U.S. Aggregate Bond Index.	Fidelity Management & Research Company LLC	0.14%	5.47%	0.91%	-
Seeks as high a level of current income as is consistent with preservation of capital and liquidity.	Fidelity Management & Research Company LLC	0.37%	4.79%	1.66%	1.05%
Seeks to provide investment results that correspond to the total return of foreign developed and emerging stock markets.	Fidelity Management & Research Company LLC	0.17%	16.16%	7.17%	-
Seeks to provide investment results that correspond to the total return of a broad range of U.S. stocks.	Fidelity Management & Research Company LLC	0.12%	26.07%	15.01%	-
Seeks long-term growth of capital by investing primarily in securities of companies that					

	Investment Objective ; Advisor (Subadvisor)	Current Yield	Performance (as of 12/31/2023)		
			1 Year	5 Year	10 Year
Seeks investment results that correspond to the total return of common stocks that are publicly traded in the U.S.	Investment Objective ; Pacific Life Fund Advisors LLC (BlackRock Investment Management, LLC)	0.08%	26.19%	15.61%	11.94%
Seeks long-term growth of capital and low to moderate income, while giving consideration to certain environmental, social, and governance (“ESG”) criteria.	Investment Objective ; Pacific Life Fund Advisors LLC	0.58% ¹	17.90%	N/A	N/A
Seeks long-term growth of capital and low to moderate income, while giving consideration to certain environmental, social, and governance (“ESG”) criteria.	Investment Objective ; Pacific Life Fund Advisors LLC	0.60% ¹	16.01%	N/A	N/A
Seeks a high level of current income.	Investment Objective ; Pacific Life Fund Advisors LLC (Aristotle Pacific Capital LLC)	0.71%	13.76%	5.98%	4.39%
Seeks to provide capital appreciation.	Investment Objective ; Pacific Life Fund Advisors LLC (JPMorgan Investment Management, Inc.)	0.70%	15.92%	N/A	N/A
Seeks to maximize total return consistent with prudent investment management.	Investment Objective ; Pacific Life Fund Advisors LLC (Pacific Investment Management Company LLC)	0.54%	3.88%	3.38%	2.43%
Seeks high, long-term growth of capital.	Investment Objective ; Pacific Life Fund Advisors LLC	0.39% ¹	N/A	N/A	N/A
Seeks current income and moderate growth of capital.	Investment Objective ; Pacific Life Fund Advisors LLC	0.39% ¹	11.91%	N/A	N/A

	Investment Objective	Advisor (Subadvisor)	Expense Ratio	1 Year Return	5 Year Return	10 Year Return
				(as of 12/31/2023)		
	Seeks moderately high, long-term growth of capital with low, current income.	Investment Objective ; Advisor (Subadvisor) Investment Objective ; Pacific Life Fund Advisors LLC	0.39% ¹	17.22%	N/A	N/A
	Seeks long-term growth of capital and low to moderate income.	Investment Objective ; Pacific Life Fund Advisors LLC	0.39% ¹	15.27%	N/A	N/A
	Seeks investment results that correspond to the total return of an index of small-capitalization companies.	Investment Objective ; 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.	Investment Objective ; The Vanguard Group, Inc.	0.13%	6.52%	0.99%	-
	Seeks to provide a high level of current income.	Investment Objective ; 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-cap (0.99%) TjEJ0.99at measures the investment return					

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



For policies issued in 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 during the 30-day free look period, we will refund the greater of premium payments received during the Free-Look period or the Policy's Accumulated Value, plus any Policy charges and fees deducted, less any Policy Debt. You may specifically direct that, during the 30-day free look period, all Net Premiums received will be immediately allocated to the Investment Options identified in your most recent Allocation Instructions. You may do this:

- On your application
- In writing any time prior to the end of the 30-day free look period.

If you specifically request your Net Premiums be immediately allocated to the Investment Options, and you exercise your Free Look Right during the 30-day free look period, the amount of your refund may be more or less than the premium payments you have made. Your refund will be calculated as of the day we or your life insurance producer receive your request and the Policy. The refund will be:

- Any charges or taxes we have deducted from your premiums
- The Net Premiums allocated to the Fixed Account
- The Accumulated Value allocated to the Variable Investment Options
- Any monthly charges and fees we have deducted from your Policy's Accumulated Value in the Variable Investment Options.

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.

	1
FL; ND; SC; SD	AK; AL; AR; AZ; CA; CO; CT; DC; DE; 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; TN; TX; UT; VA; VT; WA; WI; WV; WY

¹ 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, 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%

Florida: The Moody's Corporate Bond Yield Average – Monthly Average Corporate rate which may vary.

North Dakota: 1%

South Dakota: 4%



For policies issued in Florida, we reserve the right to limit the amount allocated to the General Account (which includes the Fixed Account) to \$100,000 per policy.

HOW MUCH YOU CAN BORROW



For policies issued in Florida, there is no minimum loan amount.



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”.

For policies issued in California, the following applies:

The Insured may certify that they have more than one Chronic Illness and may submit a Notice of Claim for more than one certified Chronic Illness. The Certification of Illness must be renewed every twelve-months and any new certification may certify the same Chronic Illness that was identified in any prior certification.

The Insured has the right to request an additional opinion of their condition if the Licensed Health Care Practitioner determines that they Insured does not have a Chronic Illness and the Licensed Health Care Practitioner who provided the initial opinion of the Insured’s condition did not personally examine the Insured prior to providing their opinion.

All references to the term “Chronically Ill Individual” are referred to as “an Individual with Chronic Illness”.

All references to the term “Benefit Form” are referred to as “Claim Form”.

All references to the term “Request for Benefits” are referred to as “Notice of Claim”.

All references to the term “Benefit Form” are referred to as “Claim Form”.

All references to the term “Accelerated Death Benefit Payment Notice” are referred to as “Accelerated Death Benefit Payment Statements”.

Additional and/or revised *Rider Terms*

11a
Proceeds.

declared annually by the Internal Revenue Service and is used in the calculation of the Chronic Illness Benefit

Our Privacy Promise

- ~~What We Collect~~
- ~~How We Use Your Information~~
- ~~How We Share Your Information~~

~~Our Promise~~

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 use

Section 1

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.

Section 2

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.

Section 3

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.

Section 4

You may request what information Pacific Life has collected about you and its purpose. We will provide a response once we receive 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. To verify your identity, we will compare the information provided to the information we have on file. Your name, address, and relationship with Pacific Life are mandatory data elements and will be used in combination with other information such as your policy/contract/account number, date of birth, social security number and email address. You do not need to create an account to request your information; request forms are available for [download](#) on www.pacificlife.com.

You may choose to authorize an agent to make a request on your behalf. In addition to submitting a request form, an agent must also supply one of the following documents:

- Court document showing authority to act on your behalf; or
- Copy of agreement/other document granting them authority to make requests on your behalf. (Subject to additional verification by Pacific Life Insurance Company)

For more information about submitting a request, please use one of the following methods:

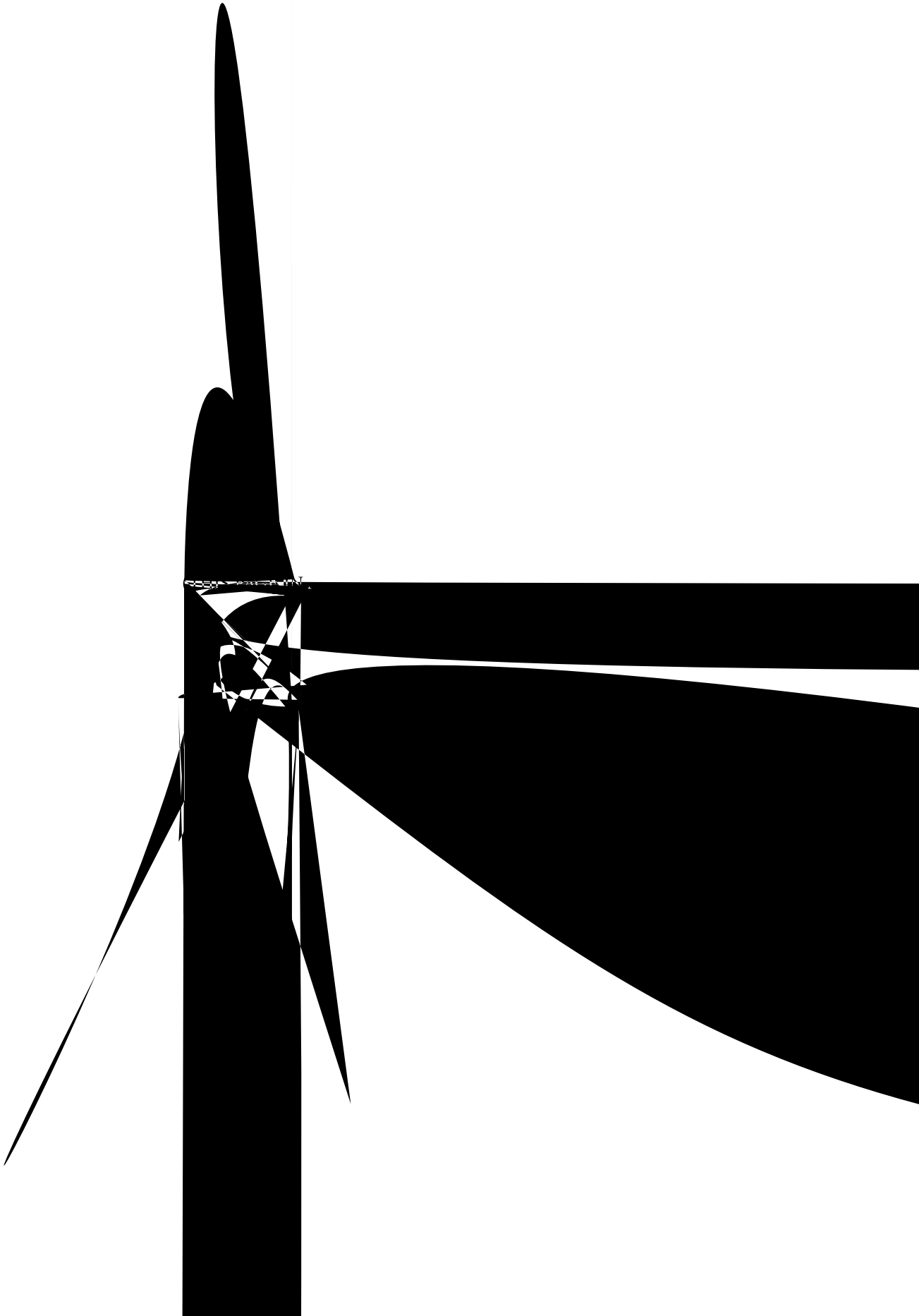
- Call us at 877-722-7848, or
- Visit <https://www.pacificlife.com/home/privacy-and-other-policies/your-personal-information.html>

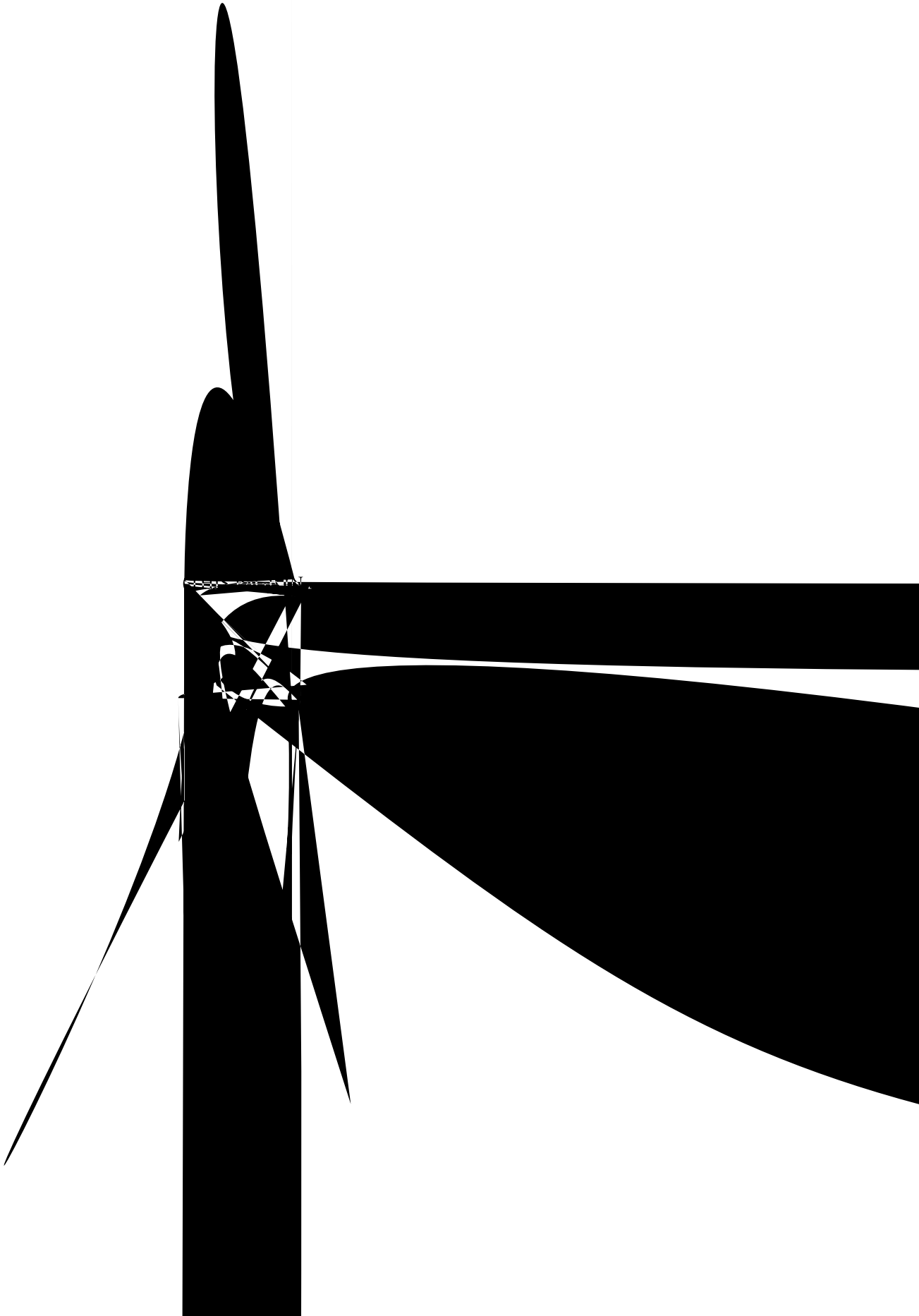
Section 5

Pacific Life understands that certain personal information may require special handling. This may be especially true in instances where an individual is, or has been, a victim of domestic violence or abuse. This information may include the individual's address, telephone number, name and place of employment, and other contact or location information.

If you are a Pacific Life applicant, policyowner, insured or beneficiary, who is a victim of domestic violence or other abuse, and would like Pacific Life to take steps to further safeguard your information from others or need to remove a previously submitted request, our Customer Service Representatives are available to assist you.

- For Life Insurance policies that have policy numbers beginning with “2L”, please call 844-276-0193 from 9:00AM-8:00PM ET
- For all other Life Insurance policies, please call 800-347-7787 from 5:00AM-5:00PM PT
- For Annuity Contracts, please call 800-722-4448, from 6:00AM-5:00PM PT
- For P 2s from o pleadr ap/TT2 on fi.op This innielnsT10 Tflruesurance policies, please call 800-347-7787 from 5:00AM-5:00PM PT (,)3st30





Pacific Life Insurance Company

Mailing address:

P.O. Box 2030

Omaha, NE 68103-2030

Visit us at our website: www.PacificLife.com

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