

Supplement dated July 22, 2024, to the Statutory Prospectus dated May 1, 2024 for the following variable universal life policies issued by Pacific Life Insurance Company :

Pacific Select VUL 2
MVP VUL 11
MVP VUL 11 LTP

The purpose of this supplement is to announce certain policy changes effective July 26, 2024. This supplement must be preceded or accompanied by the Statutory Prospectus for your Policy, as supplemented. Capitalized terms used in this supplement are defined in your Prospectus unless otherwise defined herein. "We", "us", or "our" refer to Pacific Life Insurance Company; "you" or "your" refer to the Policy Owner. You can obtain a copy of the current Prospectus by contacting us at (800) 347-7787. Please retain this supplement for future reference.

Effective July 26, 2024, the Flexible Duration No-Lapse Guarantee Rider is available for purchase on newly issued policies, in accordance with the terms described in the prospectus. The prior supplement announcing the discontinuation of the Rider, filed on April 18, 2024, is hereby deleted in its entirety. Additionally, the following language is added to the Rider Eligibility subsection in the "Flexible Duration No-Lapse Guarantee (FDNLG)" section of the prospectus.

- This Rider may only be elected for one policy among Pacific Select VUL 2, MVP VUL 11, and MVP VUL 11 LTP policies per Insured.

Supplement dated April 18, 2024, to the Statutory Prospectus dated May 1, 2024 for the following variable universal life policies:

Issued by Pacific Life Insurance Company

PacificSelect VUL 2

MVP VUL 11

MVP VUL 11 LTP

The purpose of this supplement is to announce certain policy changes. This supplement must be preceded and accompanied by the Statutory Prospectus for your Policy



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PACIFIC SELECT VUL 2

PROSPECTUS MAY 1, 2024

Pacific Select VUL 2 is flexible premium variable universal life insurance policy

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

Class- is used in determining Policy charges, interest credited, features of the Indexed Accounts, and depends on a number of fa

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

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

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

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

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

Net Amount At Risk – the difference between the Death Benefit payable if the Insured died and the Accumulated Value of your Policy. We use a Net Amount At Risk to calculate the Cost of Insurance Charge. For Cost of Insurance Charge purposes, the Net Amount At Risk is equal to the Death Benefit as of the most recent Monthly Payment Date divided by 1.0016516, reduced by the Accumulated Value of your Policy.

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

Net Premium – premium paid less any premium load deducted.

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

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

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

Policy Date– the date upon which life insurance coverage under the Policy becomes effective. The Policy date is used to determine the Monthly Payment Date, Policy months, Policy Years, and Policy monthly, quarterly, semi-annual and annual anniversaries.

Policy Debt– the amount in the Loan Account, plus any accrued loan interest charge.

Policy Specifications– summarizes information specific to your Policy at the time the Policy is issued. We will send you updated Policy Specification pages or supplemental schedules if you change your Policy's Face Amount or any of the Policy's other benefits.

Policy Year– starts on your Policy Date and each Policy Anniversary, and ends on the day before the next Policy Anniversary.

Riders – provide extra benefits, some at additional cost. Any optional Rider which offers additional life insurance Coverage on the Insured will have an initial Face Amount and any increase may also be referred to as a "Coverage Layer".

Risk Class– is determined during the underwriting process and is used to determine certain Policy charges. The Risk Class of each Insured is shown in the Policy Specifications. The Risk Class of each Insured for any additional coverage added after issue will be shown in the Supplemental Schedule of Coverage.

Segment– a portion of your Accumulated Value in an Indexed Fixed Option. We create a Segment when Accumulated Value is transferred from the Fixed Account to an Indexed Fixed Option.

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

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

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

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

a = Index Growth Rate

b = Participation Rate

c = Growth Cap

d = Minimum Segment Guaranteed Interest Rate

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

a = Index Growth Rate

b = Index Threshold Rate

c = Participation Rate

d = Minimum Segment Guaranteed Interest Rate

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

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

Segment Start Dates – the dates on which transfers into the Indexed Fixed Options may occur, generally one at a time, as shown in your Policy Specifications. We use a Segment Start Date to determine Segment months and Segment years.

Segment Term – a one-year period beginning on the Segment Start Date and ending on the Segment Maturity date.

Segment Value – the amount transferred to an Indexed Fixed Option from the Fixed Account on the Segment Start Date. After the Segment Start Date, the Segment Value equals $a + b - c + d$ where:

a = The Segment Value as of the previous day;

b = The Segment Guaranteed Interest since the previous day;

c = Any Segment Deductions since the previous day; and

d = Any Segment Indexed Interest credited only at Segment Maturity.

Separate Account – the Pacific Select Exec Separate Account, a separate account of ours registered as a unit investment trust under the Investment Company Act of 1940.

IMPORTANT INFORMATION YOU SHOULD CONSIDER ABOUT THE POLICY

FEES AND EXPENSES

LOCATION IN
PROSPECTUS

Charges for
Early
Withdrawals

If you fully surrender your Policy within the first 15 years of Policy issue or any Basic Coverage Layer added to the Policy (each Basic Life Coverage Layer will have its own year period from the date it went into effect) you will be assessed a surrender charge to a maximum of 4.972% (\$49.72) per \$1,000 of Basic Face Amount. This charge will be based on the individual characteristics of the Insured and other options chosen.

RISKS

LOCATION IN PROSPECTUS

Risk of Loss

You can lose money by investing in the Policy, including loss of principal and previous earnings.

Principal Risks of Investing in the

RESTRICTIONS		LOCATION IN PROSPECTUS
Investments	<p>Not all Investment Options may be available to you.</p> <p>Transfers between Investment Options are generally limited to 25 each calendar year. A transfers to or from the Fixed Account or Fixed LT Account will be counted towards the allowed each calendar year unless part of a transfer program (for example, the first year transfer service) or the transfer is from the Fixed Account to an Indexed Fixed Option. Transfers to or from a Variable Investment Option cannot be made before the seventh 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 Policy Year. We do not currently impose this charge.</p> <p>Under the Fixed Options, there are frequency, amount and/or percentage limits on the amount that may be transferred into or out of the Fixed Options. These limits are significantly more restrictive than those that apply to transfers into or out of the Variable Investment Options. It may take several Policy Years to transfer your Accumulated Value out of either of the Fixed Options to the Variable Investment Options. Additional Fixed Option transfer restrictions apply.</p> <p>Under the Indexed Fixed Options, once a Segment is created, you cannot transfer out of the Segment until the end of the Segment Term. Money may be transferred from a Segment for withdrawals and Standard Policy Loans, however, if the withdrawal or loan was not part of a systematic distribution program, you will not be able to transfer into an Indexed Fixed Option for a 12-month period. Additional Indexed Fixed Option transfer restrictions apply.</p> <p>Certain Funds may stop accepting additional investments into their Fund or may liquidate the 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.</p> <p>We reserve the right to remove, close to new investment, or substitute Funds as Investment Options.</p>	<p>Transferring Among Investment Options and Market-Timing Restrictions</p> <p>Transfer Services</p> <p>Loans</p> <p>Indexed Fixed Options</p> <p>Appendix: Funds Available Under the Policy</p>
Optional Benefits	<p>We offer several optional benefits in the form of a rider to the Policy. These riders can be selected at Policy issue, may have an additional charge and could be subject to conditions of exercise or underwriting. Your selection of certain optional Riders may result in restricting some Policy benefits. Not all riders are available in every state. We may stop offering an optional benefit at any time for new Policy purchases. If you purchased the Flexible Duration No-Lapse Guarantee Rider, at initial purchase and during the entire time that you own the Rider, you must allocate 100% of the Accumulated Value among the allowable Investment Options as indicated under the APPENDIX: FUNDS AVAILABLE UNDER THIS POLICY – Allowable Investment Options section in this prospectus.</p>	<p>Optional Riders and Benefits</p> <p>Appendix: Funds Available Under the Policy</p>

TAXES		LOCATION IN PROSPECTUS
Tax Implications	<p>Consult with a tax professional to determine the tax implications of an investment in and payments received under the Policy. Withdrawals may be subject to ordinary income tax and may be subject to tax penalties. Tax consequences for loans and withdrawals generally apply. There is no additional tax benefit to you if the Policy is purchased through a tax-qualified plan.</p>	<p>Variable Life Insurance and Your Taxes</p>

CONFLICTS OF INTEREST		LOCATION IN PROSPECTUS
Investment Professional Compensation	Some financial professionals may receive compensation for selling this Policy to you in the form of commissions, additional cash compensation, and non-cash compensation. We also provide additional payments in the form of cash, other special compensation or reimbursement of expenses to the financial professional's selling broker dealer. These financial professionals may have a financial incentive to offer or recommend this Policy over another investment.	Distribution Arrangements
Exchanges	Some financial professionals may have a financial incentive to offer you a new policy in place of the one you already own. You should only exchange your policy if you determine, after comparing the features, and risks of both policies, that it is preferable for you to purchase the new policy rather than continue to own the existing policy.	Policy Exchanges Distribution Arrangements

OVERVIEW OF THE POLICY

Purpose

The primary purpose of the Policy is to provide life insurance death benefit protection and flexibility for premium payments, and

Surrender

You can surrender your Policy at any time while the Insured is alive. Any outstanding loan, loan interest, or surrender charge will be deducted and surrender proceeds will be paid in a single lump sum check. Upon surrender, you will have no life insurance coverage or death benefits under this Policy. The surrender proceeds, or a portion of, may be subject to tax consequences, including a possible tax 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 ½. Please consult your tax advisor.

Loans

You can borrow money from us any time after the Free Look Transfer Date to gain access to the Accumulated Value in the Policy. The maximum amount available to borrow is less than 100% of your Accumulated Value. Generally, the minimum amount you can borrow is \$200. See the APPENDIX: STATE LAW VARIATIONS section in this prospectus for a list of state variations to the minimum loan amount. Loans may have tax consequences. A loan is available based on the Accumulated Value allocated to any Investment Options. When you borrow money from us, we use your Policy's Accumulated Value as security. 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. Amounts held in the Loan Account are not available to pay any Policy charges. Taking out a loan may increase the risk of Policy lapsing, and could reduce the amount of the Death Benefit.

Optional Benefits

The Policy offers the following Investment Option transfer services at no additional cost: dollar cost averaging, portfolio rebalancing, first year transfer, Fixed Option interest sweep, and the Scheduled Indexed Transfer program. You may only participate in one transfer service at any time. You can find additional information about the transfer services in the OTHER BENEFITS AVAILABLE UNDER THE POLICY section in this prospectus.

The Policy offers several riders (some for an additional charge) that provide supplemental benefits under the Policy. Your financial professional can help you determine if any of these riders are suitable for you. These riders may not be available in all states. Any charges associated with each rider are presented in the FEE TABLES section in this prospectus.

Riders available are:

Annual Renewable Term Rider	Premier Living Benefits Rider 2
Annual Renewable Term Rider – Additional Insured	Premier LTC Rider
Benefit Distribution Rider	Scheduled Annual Renewable Term Rider
Conversion Rider	Short-Term No-Lapse Guarantee Rider
Flexible Duration No-Lapse Guarantee Rider	SVET Term Insurance Rider-Corporate
Overloan Protection 3 Rider	Terminal Illness Rider
Premier Living Benefits Rider	

You can find additional information about the riders in the OTHER BENEFITS AVAILABLE UNDER THE POLICY and OPTIONAL RIDERS AND BENEFITS sections in this prospectus.

FEE TABLES

PERIODIC CHARGES OTHER THAN ANNUAL FUND EXPENSES		
CHARGE	WHEN CHARGE IS DEDUCTED	AMOUNT DEDUCTED
Coverage charge ¹⁰ Minimum and Maximum guaranteed charge Charge for a representative Insured Minimum and Maximum current charge Charge for a representative Insured	Monthly Payment Date	\$0.10–\$11.96 per \$1,000 of Rider Coverage Layer Maximum guaranteed charge during Policy Year 1 is \$0.58 \$1,000 of Rider Coverage Layer for a male standard non-smoker who is Age 45 at Policy issue with Death Benefit Option A ³ \$0.00–\$1.23 per \$1,000 of Rider Coverage Layer Current charge during Policy Year 1 is \$0.17 per \$1,000 of Rider Coverage Layer for a male standard non-smoker who is Age 45 at Policy issue with Death Benefit Option A
Flexible Duration No-Lapse Guarantee Rider Minimum and Maximum guaranteed charge Minimum and Maximum current charge Charge for a representative Insured	Monthly Payment Date	\$0.00–\$0.15 per \$1,000 of Net Amount of Risk \$0.00–\$0.15 per \$1,000 of Net Amount of Risk Maximum guaranteed and current charge is \$0.05 per \$1,000 Net Amount At Risk at the end of Policy Year 1 for a male standard non-smoker who is Age 45 at Policy issue
Scheduled Annual Renewable Term Rider Cost of Insured ² Minimum and Maximum guaranteed charge Charge for a representative Insured Minimum and Maximum current charge Charge for a representative Insured Coverage charge ¹⁰ Minimum and Maximum guaranteed charge Minimum and Maximum current charge Charge for a representative Insured	Monthly Payment Date	\$0.01–\$83.34 per \$1,000 of Net Amount At Risk Maximum guaranteed charge during Policy Year 1 is \$0.22 \$1,000 of Net Amount At Risk for a male standard non-smoker who is Age 45 at Policy issue \$0.01–\$83.34 per \$1,000 of Net Amount At Risk Current charge during Policy Year 1 is \$0.04 per \$1,000 of Net Amount At Risk for a male standard non-smoker who is Age 45 at Policy issue \$0.10–\$11.96 per \$1,000 of Rider Coverage Layer The current Coverage charge for this Rider is \$0.00 Maximum guaranteed charge during Policy Year 1 is \$0.58 \$1,000 of Rider Coverage Layer for a male standard non-smoker who is Age 45 at Policy issue with Death Benefit Option A ³
SVR Term Insurance Rider-Corporate Rider Coverage charge ¹⁰ Minimum and Maximum guaranteed charge Minimum and Maximum current charge Charge for a representative Insured Cost of Insured ² Minimum and Maximum guaranteed charge	Monthly Payment Date Monthly Payment Date	\$0.00–\$11.39 per \$1,000 of Rider Coverage Layer \$0.00–\$2.52 per \$1,000 of Rider Coverage Layer Maximum guaranteed charge and current charge during Policy Year 1 is \$0.00 per \$1,000 of Rider Coverage Layer for a male standard non-smoker who is Age 45 at Policy issue with Death Benefit Option A ⁷ \$0.01–\$83.34 per \$1,000 of Net Amount At Risk Maximum guaranteed charge during Policy Year 1 is \$0.22 \$1,000 of Net Amount At Risk for a male standard non-smoker who is Age 45 at Policy issue with Death Benefit Option A ⁷

PERIODIC CHARGES OTHER THAN ANNUAL FUND EXPENSES

CHARGE	WHEN CHARGE IS DEDUCTED	AMOUNT DEDUCTED
Minimum and Maximum current charge		who is Age 45 at Policy issue \$0.01-\$83.34 per \$1,000 of Net Amount At Risk
Charge for a representative Insured		Current charge during Policy Year 1 is \$0.04 per \$1,000 of Amount At Risk for a male standard non-smoker who is Ag at Policy Issue
Termination Credit Charge		
Minimum and Maximum guaranteed charge	Monthly Payment Date	\$0.01-\$0.11 per \$1,000 of Face Amount
Minimum and Maximum current charge		\$0.01-\$0.11 per \$1,000 of Face Amount

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

Annual Fund Expenses

	Minimum	Maximum
Expenses that are deducted from Fund assets, including management fees, distribution and/or service (12b-1) fees, and other expenses.	0.08%	1.81%

PRINCIPAL RISKS OF INVESTING IN THE POLICY

Limitations on Access to Accumulated Value through Withdrawals

Withdrawals under the Policy are available starting on the first Policy Anniversary. Each withdrawal must be at least \$200. We will not accept a withdrawal request if the withdrawal will cause the Policy to become a Modified Endowment Contract (MEC), unless you have told us in writing that you desire to have your Policy become a MEC. See the Applications section below for additional information on MECs.

Risks Associated with Variable Investment Options

You should consider the Policy's investment as well as its costs. Your investment is subject to the risk of poor investment performance and can vary depending on the performance of the Variable Investment Options you have chosen. Each Variable Investment Option will have its own unique risks. The value of each Variable Investment Option will fluctuate with the value of the

POLICY BASICS

Pacific Select VUL 2 is a flexible premium variable life insurance policy that insures the life of one person and pays Death Benefit Proceeds after that person has died.

When you buy a Pacific Select VUL 2 life insurance Policy, you are entering into a contract with Pacific Life Insurance Company. Your contract with us is made up of your application, your Policy, applications to change or reinstate the Policy, any amendments Riders or endorsements to your Policy, and Policy Specifications.

Issuing the Policy

Your financial professional will assist you in completing your application for the Policy. Your financial professional's broker-dealer firm has up to 7 business days to review the application before it is sent to us. If we approve your application, we will issue your Policy. If your application does not meet our underwriting and administrative requirements, we can reject it or ask you for more information. When your Policy is sent to you, you will be asked to sign a delivery receipt. For Policy delivery status, check with your financial professional.

Our obligations to you under the Policy begin when the Policy is In Force.

If there are any outstanding contractual or administrative requirements that prevent your Policy from being placed In Force, your financial professional will review them with you no later than when the Policy is delivered. ~~See the~~ **PREMIUMS WORK –** Your Initial Premium section in this prospectus for more information.

Your Policy will be In Force until one of the following happens:

- The Insured dies,
- The Grace Period expires and your Policy lapses, or
- You surrender your Policy.

If your Policy is not In Force when the Insured dies, we are not obligated to pay the Death Benefit Proceeds to your Beneficiary.

Owners, the Insured, and Beneficiaries

Owners

You can own a Policy by yourself or with someone else. You need the signatures of all Owners for all Policy transactions.

If one of the Joint Owners dies, the surviving Owner will hold all rights under the Policy. If the Owner or the last Joint Owner dies, or her estate will own the Policy unless you have given us other instructions.

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Your Free Look Right

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

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

We will allocate any premium payments we receive during the free look period in accordance with the requirements of the state in

When we make payments and transfers

We will normally send the proceeds of withdrawals, loans, surrenders, exchanges and Death Benefit payments, and process transfer requests, within seven days after the effective date of the request in Proper Form. We may delay payments and transfers, or the calculation of payments and transfers based on the value in the Variable Investment Options under unusual circumstances, for example, if:

The New York Stock Exchange closes on a day other than a regular holiday or weekend

Trading on the New York Stock Exchange is restricted

An emergency exists as determined by the SEC, as a result of which the sale of securities is not practicable, or it is not practicable to determine the value of a Variable Account's assets, or

The SEC permits a delay for the protection of Policy Owners.

We may delay transfers and payments from the Fixed Options and the Indexed Fixed Options, including the proceeds from withdrawals, surrenders and loans, for up to six months. We will pay interest at an annual rate of at least 2.00% on any withdrawal or surrender proceeds from the Fixed Options or the Indexed Fixed Options that we delay for 10 days or more. If we defer payment of surrenders, withdrawals or loans for more than 10 days after we receive your request, we will pay interest at the rate required by the state in which the Policy is delivered, but not less than an annual rate equal to the guaranteed rate payable on the Fixed Options.

Death Benefit Proceeds paid are subject to the conditions and adjustments as described in this section. GENERAL INFORMATION ABOUT YOUR POLICY section, and the WITHDRAWALS, SURRENDERS AND LOANS section in this prospectus. Death Benefit Proceeds are paid as a lump sum check. We may make other options available in addition to the single check option, as described in the OPTIONAL RIDERS AND BENEFITS-

Initiate the dollar cost averaging and portfolio rebalancing service

Change future premium allocation instructions

Initiate loans, requests for additional loans and loan repayments.

DEATH BENEFITS

The Death Benefit

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

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

- The Total Face Amount

- The Death Benefit Option

- The Death Benefit Qualification Test

The Policy's Death Benefit is the higher of:

we require you to make a withdrawal, the withdrawal may be taxable. Please turn to the WITHDRAWALS, SURRENDERS AND LOANS section in this prospectus for information about making withdrawals.

We can refuse your request to make the Face Amount less than \$1,000.00. We may waive this minimum amount in certain situations, such as group or sponsored arrangements.

Requesting an Increase in Face Amount

You may request an increase in the Face Amount under the Policy, SVER rider (if available), or ART rider. Each increase will create a new Coverage Layer.

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

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

You must give us satisfactory Evidence of Insurability.

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

Each increase in Face Amount may have an associated cost of insurance rate, Coverage charge and may have a surrender charge.

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

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

Term Increases in Face Amount

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

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

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

Other Increases in Face Amount

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

Requesting a Decrease in Total Face Amount

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

We do not allow decreases during the first Policy Year

You may only request one decrease per Policy Year

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

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

Processing of Decreases

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

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

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

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

Death Benefit Options

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

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

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

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

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

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

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

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

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

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

You must send us your Written Request.

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

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

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

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

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

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

day.

These examples show that each Death Benefit Option provides a different level of protection. Keep in mind that generally, cost of insurance charges, which affect your Policy's Accumulated Value, increase over time. The cost of insurance is charged at a rate based on the Net Amount At Risk. As the Net Amount At Risk increases, your cost of insurance increases. Accumulated Value also varies depending on the performance of the Investment Options in your Policy.

The example below assumes the following:

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

Face Amount is \$100,000

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

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

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

The Minimum Death Benefit under the Cash Value Accumulation Test is \$46,000 (assuming a Cash Value Accumulation Test Minimum Death Benefit Percentage of 184% of the Accumulated Value).

		If you select the Guideline Premium Test, the Death Benefit is the larger of these two amounts		
Death Benefit Option	How it's calculated	Death Benefit under the Death Benefit Option	Minimum Death Benefit	Net Amount At Risk used for cost of insurance charge
Option A	Total Face Amount	\$100,000	\$46,250	\$74,835.11
Option B	Total Face Amount plus Accumulated Value	\$125,000	\$46,250	\$99,793.89
Option C	Total Face Amount plus premiums less distributic	\$130,000	\$46,250	\$104,785.65

		If you select the Cash Value Accumulation Test, the Death Benefit is the larger of these two amounts		
Death Benefit Option	How it's calculated	Death Benefit under the Death Benefit Option	Minimum Death Benefit	Net Amount At Risk used for cost of insurance charge
Option A	Total Face Amount	\$100,000	\$46,000	\$74,835.11
Option B	Total Face Amount plus Accumulated Value	\$125,000	\$46,000	\$99,793.89
Option C	Total Face Amount plus premiums less distributic	\$130,000	\$46,000	\$104,785.65

Death Benefit Option	How it's calculated	<p>If you select the Cash Value Accumulation Test, the Death Benefit is the larger of these two amounts</p> <p>Death Benefit under the Death Benefit Option</p> <p>Minimum Death Benefit</p>	Net Amount At Risk
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OTHER BENEFITS AVAILABLE UNDER THE POLICY

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

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

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

Automated Income Option	Allows you to make scheduled withdrawals or loans from the Policy.	Standard	<p>This option is available for use after the 7th Policy Anniversary.</p> <p>The Policy must have a minimum Net Cash Surrender Value of \$50,000 to start withdrawals or loans under this option and cannot be a Modified Endowment Contract.</p> <p>Withdrawals or loans can be scheduled monthly or annually.</p> <p>Each withdrawal or loan must be at least \$500 for monthly or \$1,000 for annual.</p> <p>Withdrawals or loans will be taken from each Investment Option in proportion to the Accumulated Value in each Investment Option.</p> <p>Any additional withdrawal or loan made that is not part of this option will cause this option to cancel and delay in restarting a new schedule under this option.</p>
Scheduled Indexed Transfer Program	Allows you to make scheduled transfers from the Fixed Account to the available Indexed Fixed Option	Standard	<p>Must specify one of the two available methods to make the allocation: the Specified Amount method or the Period Depletion transfer (oprea mi)imupaystmeans</p>

Premier LTC Rider	Provides access to all or a portion of the Policy death benefit proceeds if the Insured has been certified as a chronically ill individual.	Optional	<p>Must be elected at Policy issue. Additional cost applies. Subject to the eligibility and other conditions described in the rider. Some of the conditions include the Insured being certified as a chronically ill individual, meeting the 90-day Elimination Period before benefits are payable, and obtaining written consent for benefit payment by any assignee or irrevocable Beneficiary.</p> <p>This Rider will not pay for care or services under certain circumstances as outlined in the Rider.</p> <p>Cannot be added to a Policy that was issued with Premier Living Benefit Rider or the Premier Living Benefit Rider 2.</p> <p>Payments are made monthly. Chronic Illness must be certified by a licensed health care practitioner (not the insured, owner, beneficiary or relative).</p> <p>If the Rider is exercised, certain Policy values including the Total Face Amount, Death Benefit, Accumulated Value, loan amounts, and Cost of Insurance charges (in most cases) will be reduced. In addition, any Automated Income Option or other systematic distribution program will be discontinued.</p>
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Premier Living Benefits Rider	Provides access to all or a portion of the Policy death benefit proceeds if the Insured has been certified as a chronically ill individual.	Standard	<p>Must be elected at Policy issue. Only available for Policies issued in California.</p> <p>Subject to the eligibility and other conditions described in the rider such as certification of having a chronic illness, making a written request for benefits, and not exceeding the maximum amount of the Death Benefit that may be utilized for chronic illness benefits. Benefits may be requested once every 12-month period.</p> <p>When benefits are paid, the Policy death benefit will be reduced by an amount greater than the benefit payment. Other Policy values will be reduced pro rata.</p> <p>Chronic illness must be certified by a licensed health care practitioner (not the insured, owner, beneficiary, or relative).</p> <p>If the Rider is exercised, certain Policy values including the Total Face Amount, Death Benefit, Accumulated Value, loan amounts, and Cost of Insurance charges (in most cases) will be reduced. In addition, any Automated Income option or other systematic distribution program will be discontinued.</p>
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Terminal Illness Rider	Provides access to a portion of the Policy death benefit proceeds if the Insured has been certified as a terminally ill individual.	Standard, unless eligible for Premier Living Benefits Rider 2.	<p>Available at Policy issue.</p> <p>Not available for Policies issued with the Premier Living Benefits Rider 2.</p> <p>Issued when Premier Living Benefits Rider 2 is not issued.</p> <p>You may opt out of the Rider at any time.</p> <p>Subject to the eligibility and other conditions described in the Rider such as certification of having a terminal illness, making a written request for benefits, and not exceeding the maximum amount of the Death Benefit that may be utilized for terminal illness benefits.</p> <p>Terminal illness must be certified by a licensed physician (not the Insured Owner, or Immediate Family Member).</p> <p>When benefits are paid, certain Policy values (the Total Face Amount, Accumulated Value, Policy Debt, Loan Account, Loan Account Value, and any surrender charges) will be reduced by the Acceleration Percentage. In addition, any Automated Income option or other systematic distribution program will be discontinued.</p>
Benefit Distribution Rider	Allows all or a portion of the Policy's death benefit proceeds to be paid as a series of periodic payments.	Optional	<p>Must be elected at Policy issue.</p> <p>Owner must make certain payout elections (percentage of death benefit proceeds, payment duration and payment frequency) on the Policy application.</p> <p>Ability to request unscheduled increases or changes to payout elections may be restricted if certain riders (e.g. accelerated death benefit riders) are attached to the Policy.</p> <p>Upon death of the Insured, the beneficiary may not change any rider elections.</p>
Conversion Rider	Allows you to convert eligible coverages into a new Policy.	Standard	<p>Automatically added at Policy issue.</p> <p>If the Policy's Face Amount has been increased and that resulted in new insurance coverage with Risk Classes that differ from the Policy's original insurance coverage, the new Policy will be issued with the Risk Class of the most recent insurance coverage added.</p> <p>If exercised, a new Policy will be issued and any insurance coverage under this Policy will terminate.</p>

OPTIONAL RIDERS AND BENEFITS

There are riders that provide extra benefits, some standard some optional, and some at additional cost. Not all riders are available in every state. Ask your financial professional for more information about the riders available with the Policy, or about other kinds of insurance policies offered.

Some broker/dealers may limit their clients from purchasing some optional benefits based on the client's age or other factors. You should work with your financial professional to decide whether an optional benefit is appropriate for you.

Certain restrictions may apply and are described in the rider or benefit. We will add any ongoing rider charges to the monthly charges we deduct from your Policy's Accumulated Value. Some rider charges apply upon exercise of the benefit or benefit-related request. See the FEE TABLES section in this prospectus for information about rider charges.

There are various Riders available under this Policy and some provide similar benefits. See the table ~~OTHER BENEFITS~~ AVAILABLE UNDER THE POLICY

Complete information about each Rider is below.

Accelerated Death Benefit Riders

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

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

Premier Living Benefits Rider 2. This Rider provides protection from the financial impacts of becoming chronically ill or terminally ill by providing acceleration of a portion of the Death Benefit. Benefit payments for a chronic illness can be made monthly or a 1(p

Premier Living Benefider 2



The Face Amount of any other rider that contributes to the Total Face Amount (VER RIDER); and

The Face Amount of Basic Life Coverage under the Policy.

Rider Termination

The Rider will terminate on the earliest of

Your Written Request;

The date the Policy is no longer In Force;

The date the Rider Face Amount decreases to zero; or

The death of the Insured.

Reinstatement

If the Policy lapses and is later reinstated, then this Rider will also be reinstated as long as this Rider was in effect on the date the Policy was no longer In Force.

Conversion

This Rider is not convertible.

Example

A Policy is issued to an Insured at age 45, with a Face Amount of \$250,000. The Policy also included \$20,000 of term insurance under this Rider which increases the Face Amount to \$270,000. The Rider charges (Rider Coverage Charge and Rider Cost of Insurance) are added to the Monthly Deductions. At age 50, the Insured requests \$15,000 of additional term insurance under the Rider and submits evidence of insurability. The increase is approved by us and the additional term insurance is added to the Policy increasing the Face Amount to \$285,000 (\$250,000 under the base Policy plus \$35,000 under the Rider).

Scheduled Annual Renewable Term Rider (S-ART)

The S-ART Rider provides for scheduled annual renewable term insurance Coverage in Face Amount without future medical underwriting. In this Rider, a scheduled increase is referred to as a Term Increase, and is scheduled for a particular Policy Anniversary, as shown in the Policy Specifications. The Face Amount contributes to the Total Face Amount, and consequently to the Death Benefit, of the Policy. This Rider does not have Accumulated Value of its own and does not have any cash value.

This Rider may be elected only at Policy issue.

A Term Increase is a future increase in the Face Amount of this rider. Each Term Increase will increase the Face Amount of the Coverage Layer. Once a Term Increase goes into effect, it becomes part of the Rider Face Amount.

This Rider provides no term insurance at the time of policy issue. If you wish to have term insurance coverage at the time of policy issue, you must purchase another rider such as the Annual Renewable Term Rider (ART).

The guaranteed monthly cost of insurance rates will be shown in your Policy Specifications. Our current cost of insurance rates for this Rider are lower than the guaranteed rates.

This Rider has a Coverage charge that varies by Coverage year and Rider Face Amount. Any increase or decrease in the Rider's Face Amount will impact the Coverage charge. The guaranteed monthly Coverage charges will be shown in the Policy Specifications. We currently do not impose the Coverage charge for this Rider.

This Rider also has a Rider Cost of Insurance Charge based on the Net Amount At Risk that will be shown in your Policy Specifications. See the FREE TABLES section in this prospectus for more information on the costs associated with this Rider.

The Rider is available subject to the following:

The maximum Term Increase at attained ages 0-79 is 20% of the Total Face Amount before the increase.

The maximum Term Increase at attained ages 80-94 is 5% of the Total Face Amount before the increase.

Increases will not be scheduled beyond attained age 94.

Each increase is an increase to the Coverage Layer at issue, and does not create a new Coverage Layer.

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

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

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

Your written request

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

The death of the Insured.

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

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

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

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

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

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

You may request a decrease in the Rider Face Amount by Written Request, one time per Policy Year. The decrease will be effective on the Monthly Payment Date on or next following the date we approve your Written Request. The Rider Face Amount and associated Rider Charges will be decreased in order, beginning with decreases to any requested increase in Rider Face Amount followed by decreases in the initial Rider Face Amount.

Death of Additional Insured

Decreases will be effective on the first Monthly Payment Date on or following the date the Written Request is received at our Consumer Markets Division. A Coverage charge is assessed in order to recover the expense of issuing the coverage on the Policy. A Rider Face Amount decrease will not decrease its Coverage charge because the Rider's Coverage is based on the at coverage is Face Amount of the Rider. Decreases will first be applied against the most recent increase, if any, and then against successively increases, if any, and finally against the original SVET Term Insurance Rider – Corporate Face Amount.

Termination Credit

There are two components to the termination credit:

First, an amount added to the Policy's surrender value to the premiums paid (subject to a maximum disclosed in the Policy Specifications for this Rider), less withdrawals, multiplied by a percentage that varies by policy duration; and

Second, a refund of the rider charge if the premiums paid under the Policy are less than the maximum premium upon which the first component is determined.

Rider Termination

This Rider will terminate on the earliest of:

- Your Written Request to terminate the Rider;
- The date the Rider Face Amount is reduced to zero;
- The date the Policy is no longer In Force; or
- The death of the Insured.

Rider Reinstatement

If the Policy lapses and is later reinstated, then as long as this Rider was in effect on the date the Policy ceased to be In Force, the Rider will also be reinstated.

Flexible Duration No-Lapse Guarantee Rider (FDNLG)

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

This Rider may be elected only at Policy issue. We assess a monthly charge for this Rider.

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

Rider Eligibility

You are eligible to elect the Rider if:

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

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

We may add or remove allowable Investment Options at any time. Following a change, your current allocation of Accumulated Value may not comply with our revised allocation requirements for the Rider. As a result, you will be required to reallocate your Policy Accumulated Value to the revised allowable Investment Options in order to maintain the Rider benefits. We have the right to significantly reduce the number of allowable Investment Options even to a single conservative Investment Option. Our right to add or remove allowable Investment Options may limit the number of Investment Options that are otherwise available to you under the Policy. Please discuss with your life insurance producer if this Policy and Rider are appropriate for you given our right to make changes to the allowable Investment Options.

We may make such a change due to a Fund reorganization, Fund substitution, Fund liquidation, or as we otherwise determine to help protect our ability to provide the guarantees under the Rider (for example, changes in an underlying Fund's investment objective and principal investment strategies, or changes in general market conditions). If such a change is required, we will provide you with reasonable notice (generally 90 calendar days) prior to the effective date of such change to allow you to reallocate your Accumulated Value to maintain your Rider benefits. If you do not reallocate your Accumulated Value to comply with the new Rider allocation requirements, your Rider will terminate.

We will send you written notice in the event any transaction made by you will cause the Rider to terminate for failure to invest according to the investment allocation requirements. However, you will have at least 20 calendar days starting from the date of our written notice, to instruct us to take appropriate corrective action to continue the Rider. If you take appropriate corrective action and continue the Rider, the Rider benefits and features available immediately before the terminating event will remain in effect.

Rider Terms:

Net Basic Premium—equals the Basic Premium reduced by applicable fees and charges.

Basic Fund—receives Net Basic Premium, less any withdrawals or accelerated death benefit payments.

Excess Fund—receives Net Excess Premium, less any withdrawals or accelerated death benefit payments.

Excess Premium—equals the portion of each Premium Payment received in a Policy year in excess of the Basic Premium.

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

No-Lapse Premium Load an amount equal to the Premium Payment multiplied by the No-Lapse Premium Load rate which is 5.50%. This load is not deducted from any premium made under the Policy and is used only as a factor for determining benefits under this Rider.

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

Rider Charge Effect on Policy Values

There is a monthly charge for the FDNLG Rider. The charge is deducted from your Policy's Accumulated Value as a Monthly Deduction. This charge does not reduce your No-Lapse Guarantee Value. The Rider Charge is shown in the Policy Specification and equals a monthly rate per dollar of Policy Net Amount at Risk (Rider Charge). Currently, the charge rate is \$0.00-\$0.15 per \$1,000 of Net Amount of Risk.

Example:

Assumptions:

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

Rider Charge Deduction is 0.0001

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

No Lapse Guarantee Value

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

The No-Lapse Guarantee Value is equal to the sum of the Basic Fund, the Excess Fund and the No-Lapse Guarantee Loan Account Value. The Basic Fund contains the Net Basic Premium and is credited with an Accumulation Amount that can range from a 2% to 6% annual rate, based on issue age and duration. The Excess Fund contains the Net Excess Premium and is credited with an Accumulation Amount based upon a 2% annual rate. The No-Lapse Guarantee Loan Account Value is equal to the Loan Account Value on your Policy.

Note: The No-Lapse Guarantee Value is tracked only for the purpose of determining if the No Lapse Guarantee is in effect. The value, including any Accumulation Amounts added to the No-Lapse Guarantee Value, is not added to the Policy's Accumulated Value, and as such cannot be withdrawn or loaned against, and is not used in the determination of the Death Benefit or to any other benefit under the Policy.

Example:

Assumptions:

Policy 1 elected FDNLG Rider at issue

- o Basic Fund is \$11,000 before no-lapse deductions
- o Excess Fund is \$0 before no-lapse deductions
- o No-Lapse Guarantee Loan Account Value is \$9,000
- o Upcoming monthly no-lapse deduction of \$1,000

Policy 2 did not elect FDNLG Rider at issue

For both policies:

- o Accumulated Value of \$10,000 before monthly deductions
- o Policy Debt of \$9,000
- o Surrender charge of \$500
- o Upcoming monthly deduction of \$1,000
- o Withdrawal of \$200

Result:

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

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

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

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

Basic and Excess Fund under the Rider

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

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

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

Net Basic Premium is the higher of the premium up to the Annual Premium Threshold for the Policy Year, as described in the Policy Specifications, or the amount needed to bring any negative Basic Fund back to zero. This amount is reduced by the No-Lapse Premium Load and added to the Basic Fund.

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

Example:

Assumptions:

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

Premium Received is \$15,000

Basic fund is positive

No Lapse Premium Load is 5.50%

Excess Premium Load is 10%

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

Basic Premium is \$10,000 (lesser of \$10,000 and \$15,000). Net Basic Premium of \$9,450 [$\$10,000 \times (1 - 5.50\%)$] will be added to the Basic Fund.

Excess Premium is \$5,000. Net Excess Premium of \$4,225 [$\$5,000 \times (1 - 5.50\% - 10\%)$] will be added to the Excess Fund.

Example:

Assumptions:

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

Premium Received is \$15,000

Basic Fund is -\$12,285.

No Lapse Premium Load is 5.50%

Excess Premium Load is 10%

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

Basic Premium is \$13,000. The Net Basic Premium is \$12,285 [$\$13,000 \times (1 - 5.50\%)$], which, when added to the Basic Fund brings the Basic Fund to zero.

Excess Premium is \$2,000. Net Excess Premium of \$1,690 [$\$2,000 \times (1 - 5.50\% - 10\%)$] will be added to the Excess Fund

No-Lapse Deduction

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

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

- The No-Lapse Coverage Charge

- The No-Lapse Administrative Charge

Excess Fund is \$2,500, after premiums and no-lapse deductions

No Lapse Accumulation Factor is 0.002466

The Rider will terminate on the earliest of:

Your Written Request;

Policy Surrender;

The date the Policy is no longer In Force,

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

Upon electing an increase in Face Amount;

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

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

Reinstatement

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

This Rider will end on the earliest of:

Your Written Request;

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

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

At the end of the Guarantee Period.

Rider Reinstatement

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

Example

Assumptions:

Policy is within No-Lapse Guarantee Period

Accumulated Value of \$11,000 before monthly deductions

Policy Debt of \$9,000

Surrender charge is \$1,500

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 -\$1,500 (\$11,000 - \$9,000 - \$1,500 - \$2,000).

Policy does not enter the Grace Period since policyholder has paid sufficient premium to meet the minimum No-Lapse Guarantee premium requirement.

Overloan Protection 3 Rider

The Rider guarantees that your Policy will not lapse if the Policy Debt is greater than the Policy's Accumulated Value, resulting in being overloaned. On or after the earliest exercise effective date, if all Rider Exercise Requirements have been met you may exercise the Rider by submitting a Written Request. This Rider is automatically issued on your Policy if eligibility requirements are met. There is no charge for this Rider unless you exercise it. See below for charge information.

The Rider After Policy Issue

The Rider cannot be exercised during the first 15 Policy Years or before the Insured is Age 75. There is no charge for this Rider unless you exercise it. Please see Rider Termination below for termination conditions of the Rider before and after exercise. You may not pay premiums or take withdrawals from your Policy after exercise of the Rider. The Rider may not be exercised after the Policy has entered the Grace Period.

Rider Exercise Requirements

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

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

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

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

Example

A Policy is issued to an Insured age 55 with a Face Amount of \$250,000, Death Benefit Option A and the Guideline Premium Test was elected. This Rider is automatically added to the Policy at issue. There is no charge for this Rider until it is exercised. During the first 17 years of the Policy, the Insured makes additional premium payments, withdrawals and takes out loans. Over the next 30 years, the Insured takes out additional loans on the Policy. This loan activity increases the total amount of loans which now exceeds the Policy's Accumulated Value, however, the Accumulated Value is still positive. TJ ET 1 0 0 1 0.0000000000500142104iv6olie

(b) Is the Policy's Net Amount at Risk; and

(c) Is the Policy's Death Benefit.

LTC Rider Charge = [Maximum Monthly LTC Rider Charge Rate ÷ 1000] x LTC NAR = \$243.68

Rider Terms

Acceleration Percentage -an amount used to calculate Policy and Rider values after a benefit payment and after the corresponding

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

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

Care, which will include the proposed provider of long term care services, we will generally complete the verification process within ten business days of the date of the claimant's benefit eligibility approval.

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We pay a benefit in accordance with the terms of the Rider;

A withdrawal from the Policy occurs; or

The LTC Coverage Amount is greater than the Policy's Total Face Amount; or, if you selected Death Benefit Option C, the LTC Coverage Amount will be decreased to the lesser of the Policy's Total Face Amount or the Option C Amount.

Transaction	Reduction to LTC Coverage Amount	LTC Coverage Amount After Transaction
Benefit Payment	LTC Benefit Amount	A – B where: A is the LTC Coverage Amount before Benefit Payment; and B is the LTC Benefit Amount See Example #1 below
Withdrawal	Withdrawal /Policy Death Benefit x LTC Coverage Amount	A x (1- B/C) where: A is the LTC Coverage Amount before the withdrawal; B is the Withdrawal; and C is the Policy Death Benefit before the withdrawal See Example #2 below
Other reduction to the Total Face Amount (Death Benefit Option A or B is in effect)	Maximum of A or (B – C) where: A is 0; B is the LTC Coverage Amount; and C is the Policy Face Amount after the face reduction	Minimum of A or B where: A is the LTC Coverage Amount before the reduction to Total Face Amount; and B is the Total Face Amount after the reduction See Example #3 below
Other reduction to the Total Face Amount (Death Benefit Option C is in effect)	Maximum of A or (B – C) where: A is 0; B is the LTC Coverage Amount; and C is the lesser of Policy Face Amount after the face reduction or the Option C Amount after the face reduction	Minimum of A, B or C where: A is the LTC Coverage Amount before the reduction to Total Face Amount; B is the Total Face Amount after the reduction C is the Option C Amount after the reduction to Total Face Amount See Example #4 below

If no benefits have been paid under the Rider, the Adjusted LTC Coverage Amount is equal to the LTC Coverage Amount. Any decrease to LTC Coverage Amount will also decrease the Adjusted LTC Coverage Amount by the same dollar amount, except that Adjusted LTC Coverage Amount will not be reduced for a benefit payment under this rider. We do not allow increases to the Adjusted LTC Coverage Amount.

Hypothetical Example #1:

Assume the following:

LTC Coverage Amount at issue is \$750,000 and Total Face Amount is \$1,000,000

LTC Benefit Amount = \$10,000

Then:

LTC Coverage Amount = \$740,000 (\$750,000 - \$10,000)

Adjusted LTC Coverage Amount = \$750,000 (benefit payment does not reduce the Adjusted LTC Coverage Amount)

Hypothetical Example #2:

Assume the following:

LTC Coverage Amount is \$740,000;

Death Benefit Option B

Adjusted LTC Coverage Amount is \$750,000,

Total Face Amount is \$1,000,000

Accumulated Value is \$50,000

Death Benefit is \$1,050,000

Withdrawal processed for \$25,000

Then:

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

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

Adjusted LTC Coverage Amount = \$732,380.95

Hypothetical Example #3:

Assume the following:

LTC Coverage Amount is \$722,380.95

Adjusted LTC Coverage Amount is \$732,380.95

Total Face Amount is \$1,000,000

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

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

Hypothetical Example #4: (Option C)

Assume the following:

LTC Coverage Amount is \$950,000

Adjusted LTC Coverage Amount is \$950,000

Total Face Amount is \$1,000,000

DB Option C is in effect

Cumulative Premiums = 100,000

Cumulative Withdrawals = 150,000

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

The Face Amount is reduced to 975,000

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

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

The Rider at Exercise

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

The Maximum Monthly Benefit Payment Amount is the lesser of:

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

The Monthly Per Diem Limitation; or

The LTC Coverage Amount.

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

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

(a) Is the LTC Benefit Amount; and

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

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

(a) Is the LTC Benefit Amount; and

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

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

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

Policy Value	Before benefit payment	Reduction (2% x Value)	After benefit payment
Total Face Amount	\$500,000	\$10,000	\$490,000
Accumulated Value	\$50,000	\$1,000	\$49,000
Policy Debt	\$25,000	\$500	\$24,500
Alternate Accumulated Value	\$15,000	\$300	\$14,700
Surrender Charge	\$1,000	\$20	\$980

Other values reduced by the Acceleration Percentage are reduced in a similar manner as shown in the example above.

The Face Amount of each Coverage Layer of the Policy or any term insurance Rider on the Insured will be reduced according to the terms of the Policy and Rider. You may not decrease the Total Face Amount starting on the date a claim is In Good Order and continuing until the end of that Claim Period.

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

After reduction to your Policy's Accumulated Value and any Policy Debt, any amount of Monthly Deductions that are due and unpaid at the time of a benefit payment are reduced by an amount equal to the Acceleration Percentage multiplied by the Monthly Deductions due and unpaid prior to the benefit payment.

Transfers of Accumulated Value during any Claim Period

Lapse Protection during Claim Period

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

A hypothetical example with no Policy Debt:

Assume the following:

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

At benefit payment, Acceleration Percentage is 1%

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

Monthly Deductions due is \$1,500

We will limit monthly deductions to \$1,189 so that after the monthly deductions are assessed, the Accumulated Value is 0. The difference is "offset" and there is no requirement that this offset amount ever be repaid.

A hypothetical example with Policy Debt:

Assume the following:

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

Policy Debt prior to benefit payment is \$500

At benefit payment, Acceleration Percentage is 1%

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

Policy Debt after the benefit payment is \$495

Net Accumulated Value is \$694 (\$1,189 - \$495)

Monthly Deductions due is \$1,500

We will limit monthly deductions to \$694 so that after the monthly deductions are assessed, the Net Accumulated Value is 0. The difference is "offset" and there is no requirement that this offset amount ever be repaid. Note that loan interest charge will be added to the policy debt so that the Net Accumulated Value at the end of the month will be negative.

Rider Termination

The Rider is effective on the Rider Effective Date unless otherwise stated. It will terminate on the same date any of the following occur:

The Insured's death;

The Rider is cancelled pursuant to the Owner's request;

Exercise of any Policy overloan protection (Overloan Protection 3 Rider);

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

The LTC Coverage Amount is zero; or

The Policy is terminated.

Lapse and Reinstatement

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

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

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

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

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

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

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

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

Extension of Benefits

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

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

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

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

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

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

Payment of an Accelerated Death Benefit under this rider will reduce the Policy's Death Benefit and other values under the Policy. In most circumstances, the cost of insurance charges will also be reduced. In addition, premium limitations and Death Benefits required in order for the Policy to qualify as a life insurance policy or avoid being classified as a Modified Endowment Contract under the Tax Code will also be affected.

made on a monthly basis as long as the loss and our liability continue. We pay the Benefits to you (or your designee) unless the F has been otherwise assigned.

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

Care Coordination

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

Premier Living Benefits Rider 2

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

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

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

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

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

This Rider automatically added at Policy issue if eligible.

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

Rider Terms

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

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

- Bathing oneself

- Continence

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

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

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

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

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

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

Licensed Health Care Practitioner – a physician, registered nurse, 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 the Insured's or Owner's spouse, child, stepchild, brother or sister, parent or grandparent, spouse, child, stepchild, brother, sister, parent, or grandparent of any of these persons. 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.

Licensed Physician – a physician who is licensed and residing in the United States and the physician is not the Owner, the Insured, the Insured's or Owner's spouse, child, stepchild, brother or sister, parent or grandparent, or the spouse, child, stepchild, brother, sister, parent, or grandparent of any of these persons. 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.

Maximum Lifetime Chronic Illness Benefit – 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.

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

Annual Per Diem Limitation – 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.

Monthly Per Diem Limitation – 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.

Terminal Illness – A medical condition where the Terminally Ill Individual has been certified to have a life expectancy that is reasonably expected to be 12-months or less from the Benefit Date.

Terminally Ill Individual – an Insured who has been certified as having a Terminal Illness.

Eligibility Conditions – Chronic Illness or Terminal Illness

include a new Certification of Illness. Requests should also include the desired dollar amount and your election of annual or monthly benefit proceeds.

Terminal Illness Benefits - may be made at any time after the date the Insured develops a Terminal Illness as defined in this Rider. A request should include the desired dollar amount which is paid in one lump sum.

Accelerated Death Benefit Payments and Values – Chronic Illness Benefit

The Chronic Illness Benefit is the Accelerated Death Benefit payable when the Insured is a Chronically Ill Individual who has met the Eligibility Conditions subsection referenced above.

Chronic Illness Benefit Proceeds the amount of Chronic Illness Benefits that is payable on each Benefit Payment Date.

The Chronic Illness Benefit Proceeds are equal to $a - (b \times c) - (d \times c)$, where:

a = The Chronic Illness Benefit;

b = The Policy Debt prior to the payment of the Chronic Illness Benefit;

c = The Chronic Illness Acceleration Percentage; and

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 Chronic Illness Acceleration Percentage 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 Chronic Illness Reduction Factor 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.

Election of Proceeds 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) 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 Total Accelerated Chronic Illness Benefits 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 this Rider.

Example

Assumptions

Accumulated Value is \$150,000

Chronic Illness Benefit is \$65,000

Death Benefit is \$600,000

Cash Surrender Value is \$100,000

Chronic Illness Factor is 48.57734%

End of Example

Request for Benefits

Processing the Request for Benefits

Face Amounts for any term insurance rider (Annual Renewable Term Rider, Scheduled Annual Renewable Term Rider, and SVR Term Insurance Rider – Corporate) on the Insured will be reduced as the Policy's Total Face Amount is reduced;

Termination credits for any term insurance rider on the Insured will be reduced by an amount equal to the value of the termination credit basis prior to the payment of any Benefit proceeds, multiplied by the Acceleration Percentage. If the term insurance rider contains a limited return of premiums provision, the return of premium provision would terminate upon payment of any Benefit Proceeds;

For any no-lapse guarantee rider using no lapse guarantee premiums (Short-Term 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;

For any no-lapse guarantee rider that is based on a no-lapse guarantee value (Flexible Duration No-Lapse Guarantee Rider), the no-lapse guarantee value will be reduced on each Benefit Payment Date by an amount equal to the no-lapse guarantee value prior to payment of Benefit Proceeds, multiplied by the Acceleration Percentage;

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

For policies with any minimum earnings benefit riders, Alternate Accumulated Value will be reduced on the date of each Benefit Payment by an amount equal to the Alternate Accumulated Value prior to the payment of Benefit Proceeds, multiplied by the Acceleration Percentage;

For policies with any minimum earnings benefit riders, Alternate Accumulated Value will be reduced on the date of each Benefit Payment by an amount equal to the Alternate Accumulated Value prior to the payment of Benefit Proceeds, multiplied by the Acceleration Percentage;

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Continence

Dressing oneself

Feeding oneself

Getting oneself to and from the toilet

Transferring oneself into or out of a bed, chair or wheelchair.

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

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

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

Being permanently unable to perform at least two Activities of Daily Living without hands-on or standby assistance from another individual; or

Requiring continual supervision by another person for protection from threats to the Insured's health or safety as described in the Rider.

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

Licensed Health Care Practitioner – a physician, registered nurse, licensed social worker or other individual whom the United States Secretary of the Treasury may prescribe by regulation. A Licensed Health Care Practitioner may not be the Insured, the Owner or the Insured's or Owner's spouse or domestic partner, child or stepchild, brother or sister, parent or grandparent, or the spouse, domestic partner, child, stepchild, brother, sister, parent, or grandparent of any of these persons. 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.

Maximum Lifetime Accelerated Death Benefit – the maximum amount of Death Benefit that you can accelerate under the Premier Living Benefits Rider during the Insured's lifetime, as shown in the Policy Specifications.

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

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

The Rider at Exercise

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

The Benefit amount requested; and

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

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

The Annual Per Diem Limitation; or

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

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

The Eligible Accelerated Annual Death Benefit is the lesser of:

24% of the Initial Eligible Amount; or

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

The Death Benefit.

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

Example

Assumptions

Accumulated Value is \$150,000

Death Benefit is \$600,000

Cash Surrender Value is \$100,000

Chronic Illness Factor is 47.63776%

Annual Per Diem Limitation is \$177,937.50

The Reduction Factor is $0.5239499 = [\$100,000 + 0.4763776 \times (\$600,000 - \$150,000)] \div \$600,000$

The Maximum Annual Benefit Amount is \$177,937.50 (the lesser of \$177,937.50 and $0.5239499 \times \$600,000$)

End of Example

If you elect to receive monthly payments, we will pay up to the Maximum Monthly Benefit over a 12-month period. Your request:

May not be less than \$500;

Only one request may be made in a 12-month period;

The benefit will never be greater than the Maximum Monthly Benefit;

You may not change the amount of the requested benefit payment; and

You may choose to suspend payments for the remainder of the year.

The Maximum Monthly Benefit Amount is the lesser of:

The Monthly Per Diem Limitation; or

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

The Eligible Accelerated Monthly Death Benefit is the lesser of:

2% of the Initial Eligible Amount; or

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

The Death Benefit.

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

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

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

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

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

Other 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; and

We will discontinue the Automated Income Option or any other systematic distribution program in effect.

The Riders After Exercising the Premier Living Benefits Rider

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

Face Amounts for any term insurance rider (Annual Renewable Term Rider, Scheduled Annual Renewable Term Rider, and SVER Term Insurance Rider - Corporate) on the Insured will be reduced as the Policy's Total Face Amount is reduced;

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

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

For policies with any minimum earnings benefit riders, Alternate Accumulated Value will be reduced by an amount equal to Alternate Accumulated Value prior to the Benefit payment multiplied by the Acceleration Percentage;

The sum of the Policy's Fixed, Variable and Indexed Account Values will be reduced on the date of the claim for Benefits.

Accelerated Death Benefits may affect your eligibility for, or amount of, other benefits provided by federal, state or local government. Payments of Accelerated Death Benefits provided by the Rider are intended to qualify as Death Benefits under section 101(g) of the Tax Code. You should consult with your personal tax advisor before requesting any accelerated Death Benefit payments.

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

Your Written Request;

Acceleration of any part of the Policy's Death Benefit because of the Insured's terminal illness;

When you have accelerated the maximum amount of Death Benefit that can be accelerated under the Rider, as shown in the Policy Specifications;

Exercise of an overloan protection rider (Overloan Protection 3 Rider);

When a lump sum payment is elected;

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.

Payment of an Accelerated Death Benefit under this rider will reduce the Policy's Death Benefit and other values under the Policy. In most circumstances, the cost of insurance charges will also be reduced. In addition, premium limitations and Death Benefits required in order for the Policy to qualify as a life insurance policy or avoid being classified as a Modified Endowment Contract under the Tax Code will also be affected.

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

Rider Terms

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

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

Terminally Ill Individual — an Insured who has been certified in writing as having a medical condition that is reasonably expected to result in a life expectancy of 12 months or less.

Eligibility Conditions

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

You must submit a Written Request while the Policy is In Force; we will provide you with a claim form within 15 days of your Written Request. Your completed claim form must contain proof that the Insured is a Terminally Ill Individual;

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

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

If your Policy is a last survivor policy, it will only be eligible for a Terminal Illness Benefit after the death of the first Insured and only if the survivor is a Terminally Ill Individual.

The Terminal Illness Benefit will be payable when we receive written certification from a Licensed Physician that the Insured is a Terminally Ill Individual and meets the conditions described in the Rider. We reserve the right to obtain an additional opinion of the Insured's conditions at our expense. If this opinion differs from that of the Insured's Licensed Physician, eligibility for Benefits will be determined by a third Licensed Physician who is mutually acceptable to you and to us.

The Terminal Illness Benefit will not be payable if the law requires the Benefit to meet creditor claims or a government agency requires the Benefit for application or maintenance of a government benefit or entitlement.

The Premier Living Benefits Rider will terminate when we receive a Written Request for the Terminal Illness Benefit under this Rider.

The Rider at Exercise

You may submit your Written Request for benefits under the Rider, including the amount of Terminal Illness Benefit requested, when the Insured qualifies as a Terminally Ill Individual and meets the eligibility conditions.

When we make the benefit payment we will:

Limit the benefit to the lesser of 75% of the Eligible Coverage or \$250,000;

Calculate the Terminal Illness Benefit Proceeds, as described below; and

Reduce Policy and Rider values.

Calculating the Benefit Under the Rider

The Terminal Illness Benefit Proceeds is the amount payable under the Rider. It is a one-time payment equal to the Terminal Illness Benefit multiplied by (a) and reduced by (b) and (c) where:

- (a) The Terminal Illness Reduction Factor;
- (b) Policy Debt multiplied by the Acceleration Percentage; and
- (c) A processing charge, guaranteed not to exceed \$100.

If the Insured dies within 30 days of payment of the Terminal Illness Benefit Proceeds, we will refund the amounts defined in (a) and (c) above.

The Terminal Illness Reduction Factor is equal to (a) ÷ (b) where:

- (a) Equals 1; and
- (b) Equals 1 plus the Accelerated Death Benefit Interest Rate.

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

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

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

Example

Assumptions:

Eligible Coverage is \$100,000

Terminal Illness Benefit is \$75,000

Accelerated Death Benefit Interest Rate is 8%

Policy Debt is \$10,000

Processing Charge is \$100

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

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

The Terminal Illness Benefit Proceeds is $\$61,844.44 = (\$75,000 \times 0.92592593) - (\$10,000 \times 0.75) - \$100$

End of Example

We pay the Terminal Illness Benefit as a lump sum. It is guaranteed never to be less than \$500 or 25% of your Policy's Face Amount.
We will pay the Terminal Illness Proceeds once per Policy.

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

We will reduce your Policy Debt, Loan Account and Loan Account Value on the date of a Benefit payment by an amount equal to their respective values prior to the Benefit payment multiplied by the Acceleration Percentage.

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

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

The Riders After Exercising the Terminal Illness Rider

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

- Face Amounts for any term insurance rider (Annual Renewable Term Rider, Scheduled Annual Renewable Term Rider, and SVER Term Insurance Rider - Corporate) on the Insured will be reduced as the Policy's Total Face Amount is reduced;

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

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

- For policies with any minimum earnings benefit riders, Alternate Accumulated Value will be reduced by an amount equal to Alternate Accumulated Value prior to the benefit payment multiplied by the Acceleration Percentage.

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

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

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

- Your Written Request;

- The date the Benefit under the Rider are paid;

- Exercise of an overloan protection rider (Overloan Protection 3 Rider);

- When the Rider or the Policy terminate; or

- When you notify us of Insured's death.

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

Payment of an Accelerated Death Benefit under this rider will reduce the Policy's Death Benefit and other values under the Policy. In most circumstances, the cost of insurance charges will also be reduced. In addition, premium limitations and Death Benefits required in order for the Policy to qualify as a life insurance policy or avoid being classified as a Modified Endowment Contract under the Tax Code will also be affected.

Benefit Distribution Rider (BDR)

This Rider provides that all or a portion of the Policy's Death Benefit Proceeds will be paid as a series of periodic payments. There is no separate charge included in the Monthly Deduction for this Rider. This Rider may be elected only at Policy Issue. This Rider is not available in Louisiana and Utah. Please see APPENDIX: STATE LAW VARIATIONS section in this prospectus for additional information. There is no additional fee for this Rider.

At the time of application, the policyowner must elect the following:

- The Periodic Payment Percentage – an amount between 50 and 100% of the Death Benefit Proceeds that will be paid under the Rider

- The BDR Duration: This is the number of years (between 5 and 30) that the payments will be made

- The BDR Frequency: This is either annual payments or monthly payments.

Certain riders attached to your Policy may restrict your ability to request unscheduled increases in Coverage Layers and therefore restrict any changes to the Benefit Distribution Elections. If you have exercised the Premier Living Benefits Rider 2, Premier Living

Benefits Rider, the Overloan Protection 3 Rider or the Terminal Illness Rider, you are not eligible to request unscheduled increases in Coverage Layers and therefore changes to the Benefit Distribution Elections will be restricted.

The amount of the Death Benefit Proceeds payable under the BDR is the Benefit Distribution Amount, and is calculated by multiplying the Death Benefit Proceeds by the Periodic Payment Percentage. Any amount of the Death Benefit Proceeds not paid

Accumulated Value of \$150,000, and a \$20,000 loan outstanding (Policy Debt). The new policy has a premium load and offers the same or similar Risk Class as the existing Policy.

HOW PREMIUMS WORK

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

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

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

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

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

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

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

Wire transfers that originate in U.S. banks.

We will not accept premium payments in the following forms:

Cash;

Credit card or check drawn against a credit card account;

Traveler's checks;

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

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

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

Wire transfers that originate from foreign bank accounts.

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

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

If applying the premium in that Policy Year means your Policy will become a Modified Endowment Contract, you may direct us to accept premium payments or other instructions that will cause your Policy to be treated as a Modified Endowment Contract.

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

Cost of Insurance Charge

Asset charge

The asset charge is deducted monthly and is assessed against the Policy's unloaned Accumulated Value. The current charge is 0.03% annually (0.0167% monthly) of unloaned Accumulated Value.

An example

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

Transaction Fees

Withdrawal Charge

Under the Policy, there is a \$25 withdrawal charge for each partial withdrawal of Accumulated Value (including any withdrawal under the Automated Income Program). Currently, we are not imposing this charge.

Transfer Fee

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.

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.

Premium Load

Current fee information about premium loads can be found in **HOW PREMIUMS WORK - Deductions From Your Premiums** section in this prospectus and for surrender charges, see **WITHDRAWALS, SURRENDERS AND LOANS - Surrendering Your Policy** section in this prospectus.

Annual Renewable Term Rider Unscheduled Face Amount Increase

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

Annual Renewable Term Rider – Additional Insured

Under the Policy, there is a \$100 fee upon each request to add a covered person to the Policy to cover costs incurred in evaluating insurability. Currently, we are not imposing this charge.

Lapsing and Reinstatement

There is no guarantee that your Policy will not lapse even if you pay your planned premium. Your Policy will lapse if there is not enough Accumulated Value, after subtracting any Policy Debt, to cover the monthly charge on the day we make the deduction. The Policy offers riders that provide no-lapse protection for a certain period if rider conditions are met. See the Short-Term No-Lapse Guarantee Rider and the Flexible Duration No-Lapse Guarantee Rider. **OTHER BENEFITS AVAILABLE UNDER THE POLICY** section in this prospectus.

Your Policy's Accumulated Value is affected by the following:

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

If your Policy's Accumulated Value less Policy Debt is not enough to pay the total Monthly Deduction, your policy will enter its Grace Period. We deduct the amount that is available and send you, and anyone you have assigned your Policy to, a notice telling the amount to pay to keep your Policy In Force. The minimum amount you must pay to keep your Policy In Force is equal to three times the Monthly Deduction 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.

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

At reinstatement:

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

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

Reinstating a lapsed Policy with Policy Debt

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

YOUR INVESTMENT OPTIONS

You can find a complete list of the Variable Investment Options available under this Policy **APPENDIX: FUNDS**

Any dividends or distributions paid by the underlying Fund

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

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

Fixed Options

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

The Fixed Options provide a guaranteed minimum annual rate of interest. The amounts allocated to the Fixed Options and the Indexed Fixed Options are held in our General Account. For more information about the General Account, see **ABOUT PACIFIC LIFE** section in this prospectus.

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

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

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

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

There are limitations on when and how much you can transfer from the Fixed Options. These limitations are described below in the **YOUR INVESTMENT OPTIONS – Transferring Among Investment Options and Market-timing Restrictions** section in this prospectus. It may take several Policy Years to transfer your Accumulated Value out of the Fixed Account.

We reserve the right to limit aggregate allocations to the Fixed Options during the most recent 12 months for all Pacific Life policies in which you have an ownership interest or to which payments are made by a single payor, to \$1,000,000. Any allocations in excess of these limits will be allocated to your other Investment Options according to your most recent instructions. If we do not have instructions that include other available Investment Options, we will contact you to obtain updated instructions. We may increase the limits at any time at our sole discretion. To find out if higher limits are in effect, ask your life insurance producer or contact us.

We have not registered the Fixed Options with the SEC. Disclosures regarding the Fixed Options, however, are subject to certain generally applicable provisions of the federal securities laws relating to the accuracy and completeness of statements made in the prospectus.

We may add, terminate, or suspend one or more of the Fixed Options at any time. We will notify you before any such change occurs.

Indexed Fixed Options

We have not registered the Indexed Fixed Options with the SEC. Disclosures regarding the Indexed Accounts, however, are subject to certain generally applicable provisions of the federal securities laws relating to the accuracy and completeness of statements made in the prospectus.

Pacific Life believes that the Policies are in substantial compliance with the applicable provisions of Section 989J of the Dodd-Frank Wall Street Reform and Consumer Protection Act. The Indexed Accounts qualify for an exemption from registration under the federal securities laws because, as a Pacific Life General Account investment option, does not vary according to the performance of a separate account. In addition, the products in which the Indexed Accounts are offered satisfy standard non-forfeiture laws. Accordingly, the Company has a reasonable basis for concluding Indexed Accounts provide sufficient guarantees of principal and interest through the Company's General Account and qualify under Section 3(a)(8).

Current Participation Rate	100%	150%	100%
Guaranteed Minimum Participation Rate	100%	140%	100%
Guaranteed Minimum Growth Cap	3%	2%	N/A
Guaranteed Maximum Index Threshold Rate	N/A	N/A	20%
Minimum Segment Guaranteed Interest Rate	1%	1%	1%

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

You may also allocate all or part of your Net Premium and your Accumulated Value to the Indexed Accounts if certain conditions are met. Accumulated Value in the Indexed Accounts is divided into Segments. We create a separate Segment for each allocation to an Indexed Account. Allocations to the Indexed Accounts are made first to the Fixed Account and transferred from the Fixed Account to an Indexed Account on the next Segment Start Date (currently the 15th of each month). Each Segment represents Accumulated Value transferred from the Fixed Account to the Indexed Accounts on a Segment Start Date.

Growth Cap

Segment Indexed Interest is subject to a Growth Cap for the 1-Year Indexed Account and the 1-Year High Par Indexed Account, which is the highest percentage that will be credited for a one-year period even if the change in the S&P 500® is higher. The steps used to calculate the amount of interest credited and how the Growth Cap is used can be found in the Segment Maturity section below. The Growth Cap is subject to change at our discretion, but the Growth Cap percentage is guaranteed (the Guaranteed Minimum Growth Cap) never to be lower than 3% for the 1-Year Indexed Account and 2% for the 1-Year High Par Indexed Account. We will declare any change in the current Growth Cap at the start of a Segment Term; the current Growth Cap will remain in effect for that Segment Term. If you have an existing Segment, before the end of your Segment Term, please contact us at (800) 347-7787 or contact your life insurance producer for the current Growth Cap that will apply to a new Segment. If you are allocating to a Segment for the first time, you can contact us or ask your life insurance producer for information on the current Growth Caps prior to investment. Once a Segment is created, you cannot transfer Accumulated Value out of that Segment until the end of the Segment Term. The 1-Year No Cap Indexed Account does not have a Growth Cap.

Index Threshold Rate

Segment Indexed Interest is subject to an Index Threshold Rate for the 1-Year No Cap Indexed Account. The Index Threshold Rate reduces the percentage that will be credited for a one-year period. At the end of a Segment Term, we determine the Index Growth Rate which reflects the performance of the underlying Index. The Index Growth Rate is then reduced by the Index Threshold Rate. A higher Index Threshold Rate may reduce the amount of interest credited at the end of a Segment Term and a lower Index Threshold Rate may increase the amount of interest credited at the end of a Segment Term. The steps used to calculate the amount of interest credited at the end of a term and how the Index Threshold Rate is used can be found in the Segment Maturity section below. The Index Threshold Rate is subject to change at our discretion, but the Index Threshold Rate is guaranteed (the Guaranteed Maximum Indexed Threshold Rate) never to be higher than 20%. We will declare any change in the current Index Threshold Rate at the start of a Segment Term; the current Index Threshold Rate will remain in effect for that Segment Term. If you have an existing Segment, before the end of your Segment Term, please contact us at (800) 347-7787 or contact your life insurance producer for information on the current Index Threshold Rate that will apply to a new Segment. If you are allocating to a Segment for the first time, you can contact us or ask your life insurance producer for information on the current Index Threshold Rate prior to investment. Once a Segment is created, you cannot transfer Accumulated Value out of that Segment until the end of the Segment Term. The 1-Year Indexed Account and the 1-Year High Par Indexed Account do not have an Index Threshold Rate.

Participation Rate

The Participation Rate is used to determine what percentage of the growth in the underlying Index will be used to determine the amount of interest credited at the end of a Segment Term. The steps used to calculate the amount of interest credited at the end of a term and how the Participation Rate is used can be found in the Segment Maturity section below. The Guaranteed Minimum Participation Rate is 100% for the 1-Year Indexed Account, 140% for the 1-Year High Par Indexed Account, and 100% for the 1-Year No Cap Indexed Account. If you have an existing Segment, before the end of your Segment Term, please contact us at (800) 347-7787 or contact your life insurance producer for information on the current Participation Rate that will apply to a new Segment. If you are allocating to a Segment for the first time, you can contact us or ask your life insurance producer for information on the current Participation Rates prior to investment. Once a Segment is created, you cannot transfer Accumulated Value out of that Segment until the end of the Segment Term. All of the Indexed Accounts have a Participation Rate.

We credit interest on Accumulated Value in the Indexed Accounts in two ways. One way is that at the end of a one-year period (the Segment Maturity), we credit interest based in part on any positive change in the S&P 500® excluding dividends. This positive change, however, is limited by any applicable Growth Cap (as discussed below, the Growth Cap includes the Minimum

Segment Guaranteed Interest Rate) or any applicable Index Threshold Rate (as discussed below, the Index Threshold Rate reduced by the Index Growth Rate). The other way, is that on each Business Day we credit interest on Accumulated Value in any Segment based on the minimum interest rate, 1% annually for all of the Indexed Accounts (the Minimum Segment Guaranteed Interest Rate, as shown in the Policy Specifications). Generally, a portion of the total return on investments in the securities that underlie the S&P 500 Index is used for investment dividends. However, allocations to the 1-Year Indexed Account, 1-Year High Par Indexed Account, and 1-Year No Cash Indexed Account will not receive the portion of total returns attributable to dividends, so that the index's performance will be less than that of the securities underlying the S&P 500 Index. We refer to the total interest we credit to a Segment as the Total Interest Credited. If you surrender your Policy before Segment Maturity, no interest will be paid and you will forfeit any interest we would have otherwise credited. If you take a partial withdrawal from a Segment, the withdrawal will reduce the average monthly Segment Balance but any interest due will still be paid. We determine the Segment balance each month (a Segment Month) and average the Segment Balances for determining the interest that may be applied. See the following example of how a withdrawal from the Policy affects Segment Indexed Interest:

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

¹ The "S&P 500 INDEX" is a product of S&P Dow Jones Indices LLC or its affiliates ("SPDJI") and has been licensed to Pacific Life Insurance Company. Standard & Poor's® and S&P® are registered trademarks of Standard & Poor's Financial Services LLC ("S&P").

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

Assumptions:

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

There are no deductions for Policy charges.

The Growth Cap is 6.5% for all time periods. (This is a hypothetical Growth Cap for illustrative purposes only.)

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

Segment	Year 1	Year 2	Year 3	Year 4	Year 5
Amount at Start of Segment	10,000.00	10,650.00	10,756.50	10,864.07	11,059.61
Average Segment Monthly Balance	10,000.00	10,650.00	10,756.50	10,864.07	11,059.61
Starting Index Value	1,000.00	1,200.00	1,050.00	1,058.40	1,077.45
Ending Index Value	1,200.00	1,050.00	1,058.40	1,077.45	1,148.56
Index Growth Rate	20.00%	-12.50%	0.80%	1.80%	6.60%
Growth Cap	6.5%	6.5%	6.5%	6.5%	6.5%
Participation Rate	100%	100%	100%	100%	100%
Minimum Segment Guaranteed Interest Rate	1%	1%	1%	1%	1%
Segment Guaranteed Interest	100.00	106.50	107.57	108.64	110.60
Segment Indexed Interest Rate	5.50%	0.00%	0.00%	0.80%	5.50%
Segment Indexed Interest	550.00	0.00	0.00	86.90	608.28
Total Interest Credited over Term	650.00	106.50	107.57	195.54	718.87
Segment Maturity Value	10,650.00	10,756.50	10,864.07	11,059.61	11,778.48
Total Return over Period	17.78%				
Annual Return over Period	3.33%				

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

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

Assumptions:

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

There are no deductions for Policy charges.

The Growth Cap is 6% for all time periods. (This is a hypothetical Growth Cap for illustrative purposes only.)

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

Segment	Year 1	Year 2	Year 3	Year 4	Year 5
Amount at Start of Segment	10,000.00	10,600.00	10,706.00	10,834.47	11,126.98
Average Segment Monthly Balance	10,000.00	10,600.00	10,706.00	10,834.47	11,126.98
Starting Index Value	1,000.00	1,200.00	1,050.00	1,058.40	1,077.45
Ending Index Value	1,200.00	1,050.00	1,058.40	1,077.45	1,148.56
Index Growth Rate	20.00%	-12.50%	0.80%	1.80%	6.60%
Growth Cap	6%	6%	6%	6%	6%
Participation Rate	150%	150%	150%	150%	150%
Minimum Segment Guaranteed Interest Rate	1%	1%	1%	1%	1%
Segment Guaranteed Interest	100.00	106.00	107.06	108.34	111.27
Segment Indexed Interest Rate	5.00%	0.00%	0.20%	1.70%	5.00%
Segment Indexed Interest	500.00	0.00	21.41	184.17	556.35
Total Interest Credited over Term	600.00	106.00	128.47	292.51	667.62
Segment Maturity Value	10,600.00	10,706.00	10,834.47	11,126.98	11,794.60
Total Return over Period	17.95%				
Annual Return over Period	3.36%				

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

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

Assumptions:

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

There are no deductions for Policy charges.

Index Threshold Rate is 7% for all time periods. (This is a hypothetical Index Threshold Rate for illustrative purposes only.)

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

Segment	Year 1	Year 2	Year 3	Year 4	Year 5
Amount at Start of Segment	10,000.00	11,300.00	11,413.00	11,527.13	11,642.40
Average Segment Monthly Balance	10,000.00	11,300.00	11,413.00	11,527.13	11,642.40
Starting Index Value	1,000.00	1,200.00	1,050.00	1,058.40	1,077.45
Ending Index Value	1,200.00	1,050.00	1,058.40	1,077.45	1,148.56
Index Growth Rate	20.00%	-12.50%	0.80%	1.80%	6.60%
Index Threshold Rate	7%	7%	7%	7%	7%
Participation Rate	100%	100%	100%	100%	100%
Minimum Segment Guaranteed Interest Rate	1%	1%	1%	1%	1%
Segment Guaranteed Interest	100.00	113.00	114.13	115.27	116.42
Segment Indexed Interest Rate	12.00%	0.00%	0.00%	0.00%	0.60%
Segment Indexed Interest	1,200.00	0.00	0.00	0.00	0.00
Total Interest Credited over Term	1,300.00	113.00	114.13	115.27	116.42
Segment Maturity Value	11,300.00	11,413.00	11,527.13	11,642.40	11,758.83

Total Return over Period 17.59%

Annual Return over Period 3.29%

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

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

Assumptions:

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

There are no deductions for Policy charges.

The Growth Cap is 3% for all time periods.

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

Segment	Year 1	Year 2	Year 3	Year 4	Year 5
Amount at Start of Segment	10,000.00	10,300.00	10,403.00	10,507.03	10,696.14
Average Segment Monthly Balance	10,000.00	10,300.00	10,403.00	10,507.03	10,696.14
Starting Index Value	1,000.00	1,200.00	1,050.00	1,058.40	1,077.45
Ending Index Value	1,200.00	1,050.00	1,058.40	1,077.45	1,148.56
Index Growth Rate	20.00%	-12.50%	0.80%	1.80%	6.60%
Growth Cap	3%	3%	3%	3%	3%
Participation Rate	100%	100%	100%	100%	100%
Minimum Segment Guaranteed Interest Rate	1%	1%	1%	1%	1%
Segment Guaranteed Interest	100.00	103.00	104.03	105.07	106.96
Segment Indexed Interest Rate	2.00%	0.00%	0.00%	0.80%	2.00%
Segment Indexed Interest	200.00	0.00	0.00	84.04	213.92
Total Interest Credited over Term	300.00	103.00	104.03	189.11	320.88
Segment Maturity Value	10,300.00	10,403.00	10,507.03	10,696.14	11,017.02

Total Return over Period 10.17%

Annual Return over Period 1.96%

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

Below is a hypothetical example that shows how we credit interest to a Segment in the 1-Year High Par Indexed Account on a guaranteed basis.

Assumptions:

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

There are no deductions for Policy charges.

The Growth Cap is 2% for all time periods.

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

Segment	Year 1	Year 2	Year 3	Year 4	Year 5
Amount at Start of Segment	10,000.00	10,200.00	10,302.00	10,417.38	10,625.73
Average Segment Monthly Balance	10,000.00	10,200.00	10,302.00	10,417.38	10,625.73
Starting Index Value	1,000.00	1,200.00	1,050.00	1,058.40	1,077.45
Ending Index Value	1,200.00	1,050.00	1,058.40	1,077.45	1,148.56
Index Growth Rate	20.00%	-12.50%	0.80%	1.80%	6.60%
Growth Cap	2%	2%	2%	2%	2%
Participation Rate	140%	140%	140%	140%	140%
Minimum Segment Guaranteed Interest Rate	1%	1%	1%	1%	1%
Segment Guaranteed Interest	100.00	102.00	103.02	104.17	106.26
Segment Indexed Interest Rate	1.00%	0.00%	0.12%	1.00%	1.00%
Segment Indexed Interest	100.00	0.00	12.36	104.17	106.26
Total Interest Credited over Term	200.00	102.00	115.38	208.35	212.51
Segment Maturity Value	10,200.00	10,302.00	10,417.38	10,625.73	10,838.24
Total Return over Period	8.38%				
Annual Return over Period	1.62%				

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

² The guaranteed minimum Participation Rate will never be lower than 140%.

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

Assumptions:

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

There are no deductions for Policy charges.

Index Threshold Rate is 20% for all time periods. (This is a hypothetical Index Threshold Rate for illustrative purposes only.)

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

Segment	Year 1	Year 2	Year 3	Year 4	Year 5
Amount at Start of Segment	10,000.00	10,100.00	10,201.00	10,303.01	10,406.04
Average Segment Monthly Balance	10,000.00	10,100.00	10,201.00	10,303.01	10,406.04
Starting Index Value	1,000.00	1,200.00	1,050.00	1,058.40	1,077.45
Ending Index Value	1,200.00	1,050.00	1,058.40	1,077.45	1,148.56
Index Growth Rate	20.00%	-12.50%	0.80%	1.80%	6.60%
Index Threshold Rate	20.0%	20.0%	20.0%	20.0%	20.00%
Participation Rate	100%	100%	100%	100%	100%
Minimum Segment Guaranteed Interest Rate	1%	1%	1%	1%	1%
Segment Guaranteed Interest	100.00	101.00	102.01	103.03	104.06
Segment Indexed Interest Rate	0.00%	0.00%	0.00%	0.00%	0.00%
Segment Indexed Interest	0.00	0.00	0.00	0.00	0.00
Total Interest Credited over Term	100.00	101.00	102.01	103.03	104.06
Segment Maturity Value	10,100.00	10,201.00	10,303.01	10,406.04	10,510.10

Total Return over Period	5.10%
Annual Return over Period	1.00%

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

Here is how Segments Work

Segment Creation. A new Segment is created when there is a transfer to an Indexed Account. The Segment continues until the end of the Segment Term.

Segment Value Change. Over the Segment Term, the Segment is credited with the Segment Guaranteed Interest and is reduced by Segment Deductions (discussed below).

Segment Deductions. Over the Segment Term, money may be transferred from the Segments for the Policy's Monthly Deductions, for withdrawals and for policy loans.

Segment Indexed Interest. Based on the performance of the Index, additional interest may be credited to the Segment at the end of the Segment Term. It is possible, however, that Segment Indexed Interest will not be greater than zero.

Segment Maturity. At the end of a Segment Term, the Segment Value is reallocated to a new Segment or to the Fixed Account based on your instructions. Before the end of a Segment Term, please contact us at (800) 347-7787 or contact your life insurance producer for the current rates (Participation Rate, Growth Cap, Index Threshold Rate, as applicable) that will apply to a new Segment. You can find Segment dates, current Segment activity, and additional information for all open, and recently matured Segments on your quarterly and annual Policy statements. Once a Segment is created, you cannot transfer Accumulated Value out of that Segment until the end of the Segment Term.

Important Considerations:

Net Premiums and Accumulated Value are not directly deposited in or allocated to the Indexed Accounts. Such amounts are first allocated or transferred to the Fixed Account. On a Segment Start Date, we then transfer such Net Premiums and Accumulated Value to the Indexed Accounts.

All Segment Start Dates currently begin on the 15th of a month. Each Segment Start Date has a Cutoff Date. To begin a Segment on a particular Segment Start Date, we must receive your instructions and payment by the Cutoff Date for that Segment Start Date.

You can only allocate all or a portion of your Net Premiums or transfer Accumulated Value to the Indexed Accounts if your Policy is not in a Lockout Period (discussed below). However, the Lockout Period will not affect any maturing Segments. Accumulated Value in a Segment that matures during the Lockout Period will be reallocated to a new segment, or to the Fixed Account per your instructions.

Account Deductions are taken proportionately from the Fixed Account Value and the Variable Account Value until each have been reduced to zero. Any remaining deductions will be taken proportionate to each Segment Value across all segments in the Indexed Accounts.

There is no guarantee that Segment Indexed Interest will be greater than zero at Segment Maturity. However, we credit Segment Guaranteed Interest daily to Accumulated Value in the Indexed Accounts.

For Indexed Accounts with a Growth Cap, the total interest crediting rate that is applied to each Segment will never exceed the Growth Cap and will never be less than the 1% Segment Guaranteed Interest rate.

For Indexed Accounts with an Index Threshold Rate, the total interest crediting rate is reduced by the Index Threshold Rate and will never be less than the 1% Segment Guaranteed Interest rate.

You cannot transfer Accumulated Value from an Indexed Account until Segment Maturity.

At Segment Maturity, we will automatically invest Segment Maturity Value into a new Segment unless you tell us otherwise before the Cutoff Date.

We may eliminate or substitute the Index if the Index we are currently using is no longer published, if the licensing agreement for a particular Index expires, or if the cost of providing the investment on the Index becomes too high. We will supplement the Prospectus prior to any elimination or substitution of the underlying Index.

Changing the Index will not affect the guarantees for the Indexed Accounts.

We will notify you if we replace the Index.

We will select a replacement Index in our sole discretion, based on the availability of the Index and our ability to purchase the necessary underlying securities.

The way we calculate interest on Accumulated Value allocated to the Indexed Accounts is different from the way Accumulated Value allocated to a Variable Account, such as the Equity Index Variable Account, is calculated. The Equity Index Variable Account invests in the Pacific Select Fund Equity Index Portfolio, whose investment strategy is to invest at least 80% of its assets in equity securities of companies that are included in the S&P 500[®] Index. Accumulated Value allocated to the Equity Index Variable Account is valued

transfer, or the Fixed Account value. If you did not give us instructions and your payment by the Cutoff Date or if your Policy is in a Lockout Period, we will not make the transfer to the Indexed Account.

An example:

We receive and apply a premium payment of \$10,000 on January 2, which corresponds to a Net Premium of \$9,350 after deduction of a \$650 maximum premium load. Based upon your payment instructions, 100% of the Net Premium is applied to the Indexed Fixed Option and the Designated Amount = \$9,350.

On January 2, the Designated Amount is applied to the Fixed Account and the Fixed Account balance is \$9,350. The Policy earnings, interest and charges are deducted, and on January 15 (the Segment Start Date), the Fixed Account balance is equal to \$9,300.

On January 15, the Segment Start Date, the Fixed Account balance is \$9,300, which is less than the Designated Amount. This amount will be transferred to the Indexed Account and the Fixed Account balance will be zero.

Another example:

Using the same examples as above, but assuming that the Fixed Account Value is \$9,500 on the Segment Start Date:

On January 15, the Segment Start Date, the Designated Amount of \$9,350 will be transferred to the Indexed Account. The Fixed Account value will be \$150.

2. Reallocation Instructions: Your instructions to us to reallocate the Segment Maturity Value to the Indexed Accounts at the end of the Segment Term or the Fixed Options. If you did not give us instructions, the Segment Maturity Value automatically will be reallocated to the same Indexed Accounts to create a new Segment. Transfer of the Segment Maturity Value from the Fixed Account to other Investment Options must be made in compliance with your Policy's transfer restrictions. Transfer restrictions

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

<u>End of Segment Month</u>	<u>Segment Monthly Balance</u>
February 1	\$1,000
March 1 ⁴	\$1,000
April 14	\$1,000
May 14	\$1,000
June 1	\$1,000
July 1 ⁴	\$1,000
August 1 ⁴	\$700
September 1	\$700
October 1	\$700
November 1	\$700
December 1	\$700
January 1 (of the following year)	\$700

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

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

How surrenders affect Segment Indexed Interest

Using the example above, if you surrender the Policy on July 15th instead of taking a withdrawal, you will forfeit the Segment Indexed Interest we would otherwise have credited, and the \$1,000 Accumulated Value in the Segment is included in the Net Cash Surrender Value.

Transferring Among Investment Options and Market-timing Restrictions

Transfers

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

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

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

Transfers are limited to 25 for each calendar year.

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

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

American Funds IS Asset Allocation Fund Class 2	Fidelity® VIP Contrafund Portfolio Initial Class	Fidelity® VIP International Index Portfolio Service Class 2	T. Rowe Price Equity Income Portfolio – I
American Funds IS Growth Fund Class 2	Fidelity® VIP Freedom 2035 Portfolio Initial Class	Fidelity® VIP Mid Cap Portfolio Initial Class	
American Funds IS Growth-Income Fund Class 2	Fidelity® VIP Freedom 2045 Portfolio Initial Class	Fidelity® VIP Total Market Index Portfolio Service Class 2	
Fidelity® VIP Bond Index Portfolio Service Class 2	Fidelity® VIP Freedom Income Portfolio Initial Class		

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. If the seventh calendar day is not a Business Day, then a transfer may not occur until the next Business Day. The day of the last transfer is not considered a calendar day for purposes of meeting this requirement. For example, if you make a transfer into the Equity Index Variable Investment Option on Monday, you may not make any transfers to or from that Variable Investment Option before the following Monday. Transfers to or from the Fidelity VIP Government Money Market Variable Account are excluded from this limitation.

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

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

Transfer from the Fixed Account: the greater of \$5,000, 25% of your Policy's Accumulated Value in the Fixed Account, or the amount transferred from the Fixed Account to the Variable Accounts in the prior year. You may transfer 100% of the value in the Fixed Account to the Fixed LT Account.

Transfer from the Fixed LT Account: the greater of \$5,000, 10% of your Policy's Accumulated Value in the Fixed LT Account, or the amount transferred from the Fixed LT Account to the Variable Accounts or Fixed Account in the prior year.

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

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

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

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

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

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

We can restrict or suspend transfers.

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

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

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

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

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

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

Market-timing restrictions

The Policy is not designed to serve as a vehicle for frequent trading in response to short-term fluctuations in the market. According to the SEC, organizations or individuals that use market-timing investment strategies and make frequent transfers should not purchase the Policy. Such frequent trading can disrupt management of the underlying Funds and raise expenses. The transfer limitations set forth above are intended to reduce frequent trading. As required by SEC regulation (Rule 22c-2 of the 1940 Act), we entered into written agreements with each Fund or its principal underwriter that require us to provide to a Fund, upon Fund request, certain information about the



If you select the Period Depletion method, you will specify the number of transfers you wish to make. Amounts will be reallocated from the Fixed Account into an Indexed Fixed Option using a declining balance calculation until the Fixed Account has been depleted. Allocations from the Fixed Account to new segments of an Indexed Fixed Option will occur on the Transfer Date after any other transfers or premium payment allocations have occurred.

WITHDRAWALS, SURRENDERS AND LOANS

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

Making a withdrawal, taking out a loan or surrendering your Policy can change your Policy's tax status, generate taxable income, 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 LIFE INSURANCE AND YOUR TAXES section in this prospectus.

Making Withdrawals

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.

We may charge you \$25 for each withdrawal you make. (There is no charge currently imposed upon a withdrawal.)

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 Insured 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

list of state variations to the minimum loan amount. The maximum amount available to borrow is less than 100% of your Accumulated Value.

Taking out a loan will affect the growth of your Policy's Accumulated Value, and may affect the Death Benefit.

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 **POLICY BASICS** section in this prospectus.

When you borrow money from us, we use your Policy's Accumulated Value as security. You pay interest on the amount you borrow. The Accumulated Value set aside to secure your loan also earns interest. Here's how it works:

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. 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 by transferring the amount proportionately from the Fixed Account Value and the Variable Account Value until each have been reduced to zero.

Interest owing on the amount you have borrowed accrues daily at an annual rate of 2.25%. Interest that has accrued during Policy Year is due on your Policy Anniversary.

Taking a loan or making a withdrawal from the Policy that results in a deduction from the Indexed Fixed Options, other than withdrawal or loan pursuant to a Systematic Distribution Program, will cause a Lockout Period to begin. During the Lockout Period, you may not allocate any Net Premium payments, loan repayments or otherwise transfer Accumulated Value from the Fixed Account into the Indexed Fixed Options. Reallocations for any maturing Segment will be made according to your reallocation instructions.

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.

The Death Benefit Proceeds before we pay them to your Beneficiary;

The Cash Surrender Value if you surrender your Policy.

Taking out a loan, whether or not you repay it, will have a permanent effect on the value of your Policy. For example, while your Policy's Accumulated Value is held in the Loan Account, it will miss out on all earnings available in the Investment Options. The 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 Options or the Indexed Fixed Options. 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

Surrendering Your Policy

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. Surrender proceeds will be paid in a single lump sum check. We may make other options available in addition to the single check option.

If you surrender your Policy during the first 15 Policy Years, we will deduct a surrender charge.

The Policy cannot be surrendered during the Grace Period.

Each Coverage Layer may have a surrender charge, based on the Face Amount of each Coverage Layer and the Age and Class of the Insured, and the Death Benefit Option, on the date each Coverage Layer is effective. The Maximum Surrender Charge is the sum of the surrender charge on each Coverage Layer that has an associated surrender charge. If you increase the Policy's Face Amount, 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 a 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 45 at Policy issue, with a Policy Face Amount of \$100,000

Initial Amount = \$1,536.00

Reduction Factor = 153.60

End Year = 15

In Policy month 1, the Surrender Charge is: \$1,523.20 ($\$1,536.00 - (153.60 \div 12)$)

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 determined 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 a 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.¹²

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

Contesting the Validity of Your Policy

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

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

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

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

Assigning Your Policy as Collateral

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

Non-participating

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

Policy Changes

We reserve the right to make any change to the provisions of this Policy to comply with, or give you the benefit of, any federal or state statute, rule, or regulation, including but not limited to requirements for life insurance contracts under the Tax Code or of any state. We will provide you with a copy of any such change, and file such a change with the insurance supervisory official of the state in which this Policy is delivered, and any other applicable regulatory authority. You have the right to refuse any such change.

Lost Policy

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

Audits of Premiums/Loans

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

Risk Class Change

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

VARIABLE LIFE INSURANCE AND YOUR TAXES

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

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

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

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

The Policy as Life Insurance

Death benefits from a life insurance policy may generally be excluded from income under Section 101(a) of the Tax Code unless interest in the policy was transferred for valuable consideration, including in a reportable policy sale, as defined in Section 101(a)(3)(B).

We believe that the Policy meets the statutory definition of life insurance for federal income tax purposes. That means it will receive the same tax advantages as a conventional fixed life insurance policy. The two main tax advantages are:

In general, your Policy's Beneficiary will not be subject to federal income taxes when he or she receives the Death Benefit Proceeds unless the Policy was acquired through a sale by a previous Owner, or if the Death Benefit Proceeds are received in a series of installments.

You will generally not be taxed on your Policy's Accumulated Value unless you receive a cash distribution by making a withdrawal, surrendering your Policy, or in some instances, taking a loan from your Policy or collaterally assigning the Accumulated Value.

Policy Features and Charges

The tax laws defining life insurance do not cover all policy features. Your Policy may have features that could prevent it from qualifying as life insurance. For example, the tax laws have yet to fully address:

Substandard risk policies

Policies with term insurance on the Insured

Life insurance policies that continue coverage beyond Age 100, or other advanced ages.

Certain features available to you, either in the policy or in an attached rider.

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

The Statutory

Policy Exchanges

If you exchange your Policy for another one that insures the same person, 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 and 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 tax. If the policy owner or the person insured by the policy is changed, the exchange will be treated as a taxable exchange.

Change of Ownership

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.

Corporate or Employer Owners

There are special tax issues for employer Owners:

Surrendering your Policy

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

Proceeds are taxed to the extent they exceed the investment in the contract.¹

Making a withdrawal

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).

Special rules apply if you make a withdrawal within the first Policy Years. If there is a reduction in benefits and an application for distribution of policy value in the prior two years, a portion of the distribution may be taxable.

Taking out a loan

You will not pay tax on the loan amount unless your Policy is surrendered, lapses or matures and you have not repaid your Policy Debt.

You will be taxed on the amount of the loan that's considered income, including all previously non-taxed gains.

¹ The investment in the contract is generally the premiums you have paid plus any taxable distributions less any withdrawals or premiums previously recovered that were taxable.

² Income (i.e. gain) is the difference between the Accumulated Value and the investment in the contract.

³ Distributions under Modified Endowment Contracts may be subject to an additional 10% penalty tax.

All Modified Endowment Contracts issued to you in a calendar year by us or our affiliates are treated as a single contract when we calculate whether a distribution amount is subject to tax. In addition, an assignment of policy cash value may be treated as a distribution under the contract.

10% penalty tax on Modified Endowment Contracts

If any amount you receive from a Modified Endowment Contract is taxable, you may also have to pay a penalty tax equal to 10% of the taxable amount. A taxpayer will not have to pay the penalty tax if any of the following exceptions apply:

You are at least 59½ years old;

You are receiving an amount because you have become disabled;

You are receiving an amount that's part of a series of substantially equal periodic payments, paid out at least annually. These payments may be made for your life or life expectancy or for the joint lives or joint life expectancies of you and your Beneficiaries.

Distributions before a Policy becomes a Modified Endowment Contract

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

Federal Estate Taxes

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

Optional Policy Benefits and Riders

Riders providing Accelerated Death Benefits

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

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

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

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

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

Benefits paid by accelerating the policy's death benefit may qualify for favorable tax treatment under Section 101(g) of the Tax Code.

ABOUT PACIFIC LIFE

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

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

Our executive office is at 700 Newport Center Drive, Newport Beach, CA 92660-4889. Tel: 949.488.9900. Fax: 949.488.9901. Email: info@pacificlife.com

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 life insurance producers of the broker-dealers that receive such compensation or may otherwise influence the way that a broker-dealer and life insurance producer 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 Statement of Additional Information, 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 life insurance producer or broker-dealer to present this Policy over other investment vehicles available in the marketplace. You may ask your life insurance producer 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 PSD directly with servicing questions, Policy changes and other matters relating to their Policies.

The amount credited to Policies owned by Eligible Persons will equal the reduction in expenses we enjoy by not incurring 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 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.

Service Arrangements

We have entered into administrative and/or service agreements with certain Funds or Fund affiliates which pay us for administrative and other services, including, but not limited to, certain communications and support services. The fees are based on an annual percentage of average daily net assets of certain Fund portfolios purchased by us at Policy Owner's instructions. Currently, the fees received do not exceed an annual percentage of 0.40% and each Fund may not pay the same annual percentage. Because we receive such fees, we may be subject to competing interests in making these Funds available as Investment Options under the Policies.

American Century Services, LLC pays us for each American Century Variable Portfolios, Inc. portfolio (Class I) held by our separate accounts. American Funds Insurance Series pays us for each American Funds Insurance Series Portfolio (Class 2) held by our separate accounts. BlackRock Distributors, Inc., pays us for each BlackRock Variable Series Funds, Inc. portfolio (Class I) held by our separate accounts. Fidelity Distributors Corporation (FDC) and Fidelity Investments Institutional Operations Company, Inc. (FIIOC) pay us for each Fidelity VIP Funds portfolio (Initial Class, Service Class, and Service Class 2) held by our separate accounts. Franklin Templeton Services, LLC pays us for each Franklin Templeton Variable Insurance Products Trust portfolio (Class 1) held by our separate accounts. Invesco Advisers, Inc. and its affiliates pay us for each AIM Variable Insurance Funds (Invesco Variable Insurance Funds) portfolio (Series I) held by our separate accounts. Janus Capital Management LLC, pays us for each Janus Asset Series portfolio (Institutional Shares) held by our separate accounts. Lazard Asset Management Securities LLC, pays us for each Lazard Retirement Series, Inc. portfolio (Investor Class and Service Class) held by our separate accounts. Legg Mason Investor Services, LLC, pays us for each Legg Mason Partners Variable Equity Trust portfolio (Class I) held by our separate accounts. Lord Abbett Series Fund, Inc. pays us for each Lord Abbett Series Fund, Inc. portfolio (Class VC) held by our separate accounts. Massachusetts Financial Services Company, pays us for each MFS Variable Insurance Trust portfolio (Initial Class) held by our separate accounts. Neuberger Berman BD LLC pays us for each Neuberger Berman Advisers Management Trust portfolio (Class I) held by our separate accounts. Pacific Investment Management Company, LLC pays us for each PIMCO Variable Insurance Trust

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 1 each year. This statement covers our operations for the preceding year and our financial condition as of December 31

APPENDIX: FUNDS AVAILABLE UNDER THE POLICY

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

Investment Objective	Fund; Advisor (Subadvisor)	Current Expenses	Average Annual Total Returns (as of 12/31/2023)		
			1 Year	5 Year	10 Year
Achieve long-term capital appreciation.	DFA VA U.S. Large Value Portfolio Institutional Class ; Dimensional Fund Advisors, LP	0.21%	6.68%	8.04%	5.95%
Achieve long-term capital appreciation.	DFA VA U.S. Targeted Value Portfolio Institutional Class ; Dimensional Fund Advisors, LP	0.29%	12.91%	11.75%	6.47%
Seeks long-term capital appreciation.	Fidelity VIP Contrafund® Portfolio Initial Class ; Fidelity Management & Research Company LLC	0.56%	33.45%	16.65%	11.61%
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® VIP Bond Index Portfolio Service Class 2 Fidelity Management & Research Company LLC	0.39%	5.13%	0.64%	-
Seeks high total return. (Principal preservation as the fund approaches its target date and beyond is of secondary importance.)	Fidelity® VIP Freedom 2035 Portfolio Initial Class ; Fidelity Management & Research Company LLC	0.57%	16.85%	10.86%	7.67%
Seeks high total return. (Principal preservation as the fund approaches its target date and beyond is of secondary importance.)	Fidelity® VIP Freedom 2045 Portfolio Initial Class ; Fidelity Management & Research Company LLC	0.62%	19.41%	12.03%	8.19%
Seeks high total return. (Principal preservation is of secondary importance.)	Fidelity® VIP Freedom Income Portfolio Initial Class; Fidelity Management & Research Company LLC	0.37%	7.91%	3.94%	3.38%
Seeks as high a level of current income as is consistent with preservation of capital and liquidity.	Fidelity® VIP Government Money Market Portfolio Service Class; Fidelity Management & Research Company LLC	0.37%	4.79%	1.66%	1.05%

Investment Objective	Fund; Advisor (Subadvisor)	Current Expenses	Average Annual Total Returns (as of 12/31/2023)		
			1 Year	5 Year	10 Year
Seeks high current income and the opportunity for capital appreciation to produce a high total return.	Lord Abbett Bond Debenture Portfolio Class VC ; Lord Abbett & Co. LLC	0.90%	6.55%	3.14%	3.49%
Seeks to deliver long-term growth of capital.	Lord Abbett Developing Growth Portfolio Class VC ² ; Lord Abbett & Co. LLC	1.04%	8.17%	8.90%	6.82%
Seeks income and capital appreciation to produce a high total return.	Lord Abbett Total Return Portfolio Class VC ; Lord Abbett & Co. LLC	0.71%	6.34%	1.12%	1.83%
Seeks long-term capital growth. Income is a secondary objective.	LVIP American Century Mid Cap Value Standard Class II ³ (formerly called American Century VP Mid Cap Value Class I); Lincoln Financial Investments Corporation ("LFI")	0.86%	7.04%	11.98%	9.71%
Seeks to provide maximum capital appreciation.	M Capital Appreciation Fund ; Frontier Capital Management Company, LLC	1.00%	23.56%	12.56%	8.90%
Seeks to provide long-term capital appreciation.	M International Equity Fund ; Dimensional Fund Advisors, LP	0.76%	16.00%	7.70%	2.45%
Seeks to provide long-term capital appreciation.	M Large Cap Growth Fund ; DSM Capital Partners LLC	0.77%	32.04%	15.98%	12.39%
Seeks to provide long-term capital appreciation.	M Large Cap Value Fund ; Brandywine Global Investment Management, LLC	0.65%	7.60%	10.16%	6.96%
Seeks capital appreciation.	MFS® New Discovery Series – Initial Class ; Massachusetts Financial Services Company	0.87%	14.41%	11.08%	7.67%
Seeks capital appreciation.	MFS® Value Series – Initial Class; Massachusetts Financial Services Company	0.69%	7.93%	11.34%	8.52%
Seeks long-term growth of capital by investing primarily in securities of companies that meet the Fund's environmental, social and governance (ESG) criteria.	Neuberger Berman Sustainable Equity Portfolio Class I; Neuberger Berman Investment Advisers LLC	0.90%	26.90%	13.97%	9.99%

Investment Objective	Fund; Advisor (Subadvisor)	Current Expenses	Average Annual Total Returns (as of 12/31/2023)		
			1 Year	5 Year	10 Year
Seeks long-term growth of capital.	Pacific Select Fund Health Sciences Portfolio Class P Pacific Life Fund Advisors LLC (MFS Investment Management)	0.94%	3.63%	10.57%	11.10%
Seeks to provide capital appreciation.	Pacific Select Fund Hedged Equity Portfolio Class P; Pacific Life Fund Advisors LLC (JPMorgan Investment Management, Inc.)	0.70%	15.92%	N/A	N/A
Seeks a high level of current income.	Pacific Select Fund High Yield Bond Portfolio Class P ; Pacific Life Fund Advisors LLC (Aristotle Pacific Capital LLC)	0.44%	12.45%	5.24%	4.14%
Seeks to maximize total return consistent with prudent investment management.	Pacific Select Fund Inflation Managed Portfolio Class P				

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Investment Objective

Fund

Investment Objective	Fund; Advisor (Subadvisor)	Current Expenses	Average Annual Total Returns (as of 12/31/2023)		
			1 Year	5 Year	10 Year
Seeks long-term capital appreciation by investing primarily in global resource securities. Income is a secondary consideration.	VanEck VIP Global Resources Fund Initial Class ; Van Eck Associates Corporation	1.12%	-3.58%	10.61%	-1.01%
Seeks to track the performance of a benchmark index that measures the investment return of mid-capitalization stocks.	Vanguard VIF Mid-Cap Index Portfolio ; The Vanguard Group, Inc.	0.17%	15.83%	12.56%	9.27%
Seeks to provide a high level of income and moderate long-term capital appreciation by tracking the performance of a benchmark index that measures the performance of publicly traded equity REITs and other real estate-related investment	Vanguard VIF Real Estate Index Portfolio ; The Vanguard Group, Inc.	0.26%	11.70%	7.18%	7.29%

¹ To help limit Fund expenses, Fund advisers have contractually agreed to reduce investment advisory fees or otherwise reimburse certain of their Funds which reflect temporary fee reductions. There can be no assurance that Fund expense waivers or reimbursements will be extended beyond their current terms as outlined in each Fund prospectus, and they may not cover certain expenses such as extraordinary expenses. See each Fund prospectus for complete information regarding these arrangements.

² Effective May 1, 2021, transfer requests and future premium allocations designated to the Lord Abbett Developing Growth Portfolio Class VC Investment Option will no longer be accepted.

³ As of April 26, 2024, the denoted Funds were merged from American Century Variable Portfolios, Inc. (“ACVP”) and American Century Variable Portfolios II, Inc. (“ACVP II”) into a substantially similar series and class of Lincoln Variable Insurance Product Trust (“LVIPT”). The historical performance values shown in the Fund Appendix have been carried over from the corresponding ACVP and ACVP II Funds which were merged into the denoted LVIPT Funds.

ALLOWABLE INVESTMENT OPTIONS

If you elect the Flexible Duration No-Lapse Guarantee Rider, at initial purchase and during the entire time that you own the Rider, you must allocate 100% of your Accumulated Value only to allowable Investment Options. If you do not allocate your entire Accumulated Value according to any applicable requirements, your Rider may terminate.

Allowable Investment Options

Currently, all available Investment Options are allowable Investment Options for rider purposes.

We may add or remove allowable Investment Options at any time. Following a change, your current allocation of Accumulated Value may not comply with our revised allocation requirements for the Rider. As a result, you will be required to reallocate your Policy Accumulated Value to the revised allowable Investment Options in order to maintain the Rider benefits. We have the right to significantly reduce the number of allowable Investment Options even to a single conservative Investment Option. Our right to add or remove allowable Investment Options may limit the number of Investment Options that are otherwise available to you under the Policy. Please discuss with your financial professional if this Policy and Rider are appropriate for you given our right to make changes to the allowable Investment Options.

We may make such a change due to a Fund reorganization, Fund substitution, Fund liquidation, or to help protect our ability to provide the guarantees under the Rider (for example, changes in an underlying Fund’s investment objective and principal

investment strategies, or changes in general market conditions). If such a change is required, we will provide you with reasonable notice (generally 90 calendar days) prior to the effective date of such change to allow you to reallocate your Accumulated Value to maintain your Rider benefits. If you do not reallocate your Accumulated Value to comply with the new Rider allocation requirements, your Rider will terminate.

We will send you written notice in the event any transaction made by you will cause the Rider to terminate for failure to invest according to the investment allocation requirements. However, you will have at least 20 calendar days starting from the date of our written notice, to instruct us to take appropriate corrective action to continue the Rider. If you take appropriate corrective action and continue the Rider, the Rider benefits and features available immediately before the terminating event will remain in effect.

APPENDIX: STATE LAW VARIATIONS

considering this Rider, is greater than zero for that month. Any reduction to the Cost of Insurance Charge will apply uniformly to all members of the same Class and is not guaranteed.

Effect of Additional Benefits on Rider Provisions— Your policy may include additional benefits that were added by rider or endorsement. Please read your entire policy, including all riders and other forms carefully.

For policies issued in Massachusetts, Class of Business, Class of Policy, Class of Risk

365 days prior to the date the Owner or Insured contacts us for a loss due to Severe Cognitive Impairment.

For policies issued in Montana, the following applies:

Elimination Period – the total number of days that the Insured is a Chronically Ill Individual before benefits are payable. This period includes the time it takes to determine that the Insured is Chronically Ill. Each occurrence of days counted towards satisfying the Elimination Period begins on the first day that the Insured is a Chronically Ill Individual and incurs Covered Services. However, in case will the Elimination Period start date be more than:

90 days prior to the date the Owner or Insured contacts us for a loss related to the Insured's inability to perform Activities of Daily Living; or

365 days prior to the date the Owner or Insured contacts us for a loss due to severe Cognitive Impairment.

For policies issued in Montana, the following applies:

Home Health Care– medical and non-medical services, provided to ill, disabled or infirm persons by a Home Health Care Agency at their residences. Such services, pro(ys)- lude TJ ET 1 0 0 1 18 51.998 cm BT 1 0 0 -1 0 9.336 Tm [(365N)-1; orTJ ET 1 0 0 1 -0.0

For policies issued in Montana, the following applies:

Maintenance or Personal Care Services any care the primary purpose of which is the provision of needed assistance with any of

For policies issued in Florida, the following applies:

Written notice of claim must be given within 20 days after a covered loss starts or as soon as reasonably possible. The notice must be given to us at our Administrative Office or to our agent.

For policies issued in Montana, the following applies:

We will pay benefits within 30 days of the date we receive the Insured's claim, however if we need to collect information in order to verify eligibility, benefits will be paid within 60 days of our receipt of the original Proof of Loss unless we have notified you, your designee, your assignee or the claimant of the reasons we have not paid the claim in full or unless we have a reasonable belief that insurance fraud has been committed and we have reported the possible insurance fraud to the commissioner.

For policies issued in Florida, the following applies:

If a claim is not paid or denied within 120 days after receipt, we will add 10% simple interest to any overdue claim payments.

Lapse and Reinstatement

For policies issued in Montana, the following applies:

We will provide such notice at least 30 days before the effective date of lapse or termination. Notice shall be given by first class United States mail, postage prepaid; and notice will not be given until 30 days after a premium is due and unpaid. Notice shall be deemed to have been given as of five days after the date of mailing.

Extension of Benefits

For policies issued in New Jersey, the following applies:

If this Rider terminates, we will recognize the basis for a claim under this Rider predicated upon the Insured's continuous certification as a Chronically Ill Individual before the date of termination in the same manner as if the insurance was In Force. Extension of Benefits stops on the earliest of:

- The date when the Insured no longer meets the Eligibility for the Payment of Benefits requirements;
- The date the Insured is no longer incurring Covered Services; or
- The date when the LTC Coverage Amount remaining after monthly benefit payment is zero.

This Extension of Benefits is subject to all of the provisions of this rider, and all applicable coverage maximums.

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

Non-Duplication with Other Plans

For policies issued in Florida, the following applies:

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

HOW MUCH YOU CAN BORROW

Loan Amount Available

For policies issued in Arizona, your loan amount available equals the Net Cash Surrender Value.

WHERE TO GO FOR MORE INFORMATION

You will find additional information about the Policy and Pacific Select Exec Separate Account in the Statement of Additional Information (“SAI”) dated May 1, 2024. The SAI has been filed with the SEC and is considered to be part of this prospectus because it is incorporated by reference.

You can get a copy of the SAI without charge, upon request, by calling (800)347-7787, or you can view it online at <https://www.pacificlife.com/home/products/life-insurance/variable-universal-life-insurance/prospectuses-and-other-reports.html>. Reports and other information about Pacific Select Exec Separate Account are available on the SEC website at <http://www.sec.gov>.

Our Privacy Promise

We do not sell information about you.

We do not share your information with anyone for their marketing purposes.

We only use your personal information to help maintain and grow the relationship you have with us.

Privacy Notice to All

Whether you are a customer, prospective customer, business partner, job applicant, a visitor to a Pacific Life office, or an attendee at a Pacific Life hosted or sponsored event, you have entrusted us to safeguard your personal information. We are providing this privacy notice to assist you in understanding the types of personal information we collect, where we receive it, how we use it, and how we protect the privacy of the personal information shared with us.

Where Do We Get Personal Information, Why Do We Collect It, and What Do We Collect?

Most of the personal information we collect is obtained with your consent from you, one of our customers, an organization with which we do business that has authority to share such information, or through other authorized sources. We primarily collect personal information to confirm your identity and manage your relationship with us. The type of information that we collect depends on our relationship with you. This includes:

Information you or a person on your behalf provides on an application or other form (for example, name, address, social security number, or income);

Information we get with your consent from other third party sources such as credit reporting agencies, information to verify employment or income;

Information about your relationship and history with us;

Medical or health information you permit us to receive from doctors or other health care providers;

Information on your interactions with our websites

Pacific Life will provide you an updated notice if the types of personal information we collect, or use, is materially different, unrelated, or incompatible with this notice.

