



PACIFIC LIFE

Pacific Life Insurance Company • [45 Enterprise • Aliso Viejo, CA 92656]

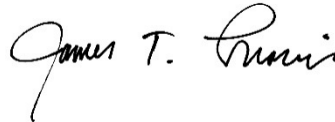
www.PacificLife.com

(800) 347-7787

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

The method for determining the Death Benefit is described in the Death Benefit section of this Policy.

Signed for Pacific Life Insurance Company



Chairman, President and Chief Executive Officer



Secretary

INTEREST SENSITIVE WHOLE LIFE INSURANCE

- **Death Benefit Payable If Insured Dies While the Policy is In Force**
- **Maturity Date Automatically Extended Unless Maturity Proceeds are Elected**
- **Maturity Value Available If Insured Lives to Maturity Date**
- **Premiums Payable Before Maturity Date**
- **Benefits and Values are on an Indeterminate Basis and the Initial Interest Rate is Guaranteed Only for a Limited Time**
- **Non-Participating**

Insured: [JOHN DOE]
Owner: [JOHN DOE]
Policy Number: [XY99999990]
Policy Date: [January 1, 2020]
Total Face Amount: [\$100,000]

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

DEFINITIONS

In this section, we define certain terms used throughout this Policy. Other terms may be defined in other parts of this Policy. Defined terms are usually capitalized to provide emphasis.

Account Additions – will increase the Accumulated Value under the Policy (see Accumulated Value), as described in Account Addition Method. An Account Addition is any of the Account Addition Factors shown in the Policy Specifications.

Account Deductions – will reduce the Accumulated Value under the Policy (see Accumulated Value), as described in Account Deduction Method. An Account Deduction is any of the Account Deduction Factors shown in the Policy Specifications.

Administrative Office – is the office that administers this Policy. The mailing address of the Administrative Office at the time you applied for this Policy is shown in the heading of the Application. If the address changes, we will send you written notice of the new address.

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

Application – consists of the application for this Policy, including any Certificate of Health, Statement of Good Health and Insurability, amendments, endorsements, supplements, approved Policy change requests and any application for reinstatement of benefits.

Basic Life Coverage – is insurance coverage on the Insured provided by this Policy as shown in the Policy Specifications and any related Supplemental Schedule of Coverage. Certain riders may provide life insurance coverage, but such amounts are not included in the Basic Life Coverage.

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

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

Evidence of Insurability – is information, including medical information, satisfactory to us that is used to determine insurability and the Insured's Risk Class, subject to our approval and issue limits.

Extended Insurance Status – means the policy is no longer in a Premium Paying Status and coverage will continue under the Extended Insurance Option. Under Extended Insurance, the Net Cash Surrender Value will be used to provide life insurance, generally for a reduced period of time, and no additional premiums are required. Please refer to the Premium Cessation Options section of the Policy for additional information.

Face Amount – is the specified value of life insurance coverage as shown in the Policy Specifications and any related Supplemental Schedule of Coverage. The Face Amount is subject to change as provided elsewhere in this Policy.

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

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

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

Maturity Date – is the date on which the Maturity Value is available and is shown in the Policy Specifications. The Maturity Date shall be extended as described in the Maturity Date Extension Benefit section.

Maturity Value – is the Cash Surrender Value less Policy Debt on the Maturity Date.

Monthly Deduction End Date – is shown in the Policy Specifications and, unless otherwise specified, is the date when Monthly Deductions no longer modify the Accumulated Value. In certain circumstances, a charge may specifically state that it will continue beyond the Monthly Deduction End Date.

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

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

Nonforfeiture Option – refers to the Reduced Paid-Up Insurance Premium Cessation Option described in the Policy, which may prevent the Policy from lapse in certain circumstances.

Owner, you, or your – refers to the Owner of this Policy, as shown in the Policy Specifications at the time of issue or in the Title Change Confirmation if ownership is changed after issue.

Policy – refers to this contract, the associated Policy Specifications and any riders, endorsements, supplements, amendments, and benefits attached to it. We agree to pay the benefits of this Policy according to its provisions.

Policy Date – is shown in the Policy Specifications and means the date the Policy and associated riders become effective. Policy and rider months, quarters, years and anniversaries are measured from this date.

Policy Specifications – is a section of the Policy that shows information specific to your Policy.

Premium Cessation Options - refers to either the Reduced Paid-Up Insurance Nonforfeiture Option or Extended Insurance Option described in the Policy, which may prevent the Policy from lapse in certain circumstances.

Premium Paying Status – means the Policy has Required Premiums, is In Force and the Policy is not being continued under a Premium Cessation Option.

Proper Form – is your signed request in writing that may require, among other things, a signature guarantee or some other proof of authenticity. We do not generally require a signature guarantee, but we may ask for one:

- If it appears that your signature has changed;
- If the signature does not appear to be yours;
- If we have not received a properly completed application or confirmation of an application; or
- For any other reason to protect you and/or us.

Reduced Paid-Up (RPU) Status – means the policy is no longer in a Premium Paying Status and coverage will continue under the Reduced Paid-Up Nonforfeiture Option. Under this Nonforfeiture Option, the Net Cash Surrender Value will be used to provide whole life insurance and no additional premiums are allowed. Please refer to the Premium Cessation Options section of the Policy for additional information.

Risk Class – is used in determining Policy Charges and is established by us during the underwriting process. It depends on the Insured's sex, health, tobacco use, and other factors. The sex of the Insured on this Policy will be either male, female or unisex and is shown in the Policy Specifications. Risk Class may also be referred to as Risk Classification.

Supplemental Schedule of Coverage – is the written notice we will provide to you at your last known address reflecting certain changes made to your Policy after the Policy Date. A Supplemental Schedule of Coverage is an endorsement to your Policy and becomes part of the contract as described in the Entire Contract provision.

Total Face Amount – is the sum of the Face Amount of the Policy and the Face Amounts of any riders providing life insurance coverage on the Insured, unless specifically excluded.

Unearned Premium – The Unearned Premium is equal to the Required Premium paid prorated for the number of months from the end of the Policy month of Surrender or death until:

- The next premium due date; or
- If no premium due dates remain, then the next Policy anniversary.

The Unearned Premium is reduced by the amount of any Terminal Illness Benefit Payment or Benefit Payments made under the Riders, in proportion to the reduction in Face Amount.

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

Written Request – is your signed request in writing, or on a form we provide, and received by us at our Administrative Office in Proper Form, containing information we need to act on the request. Prior to any Written Request, you may contact us to obtain information regarding the Proper Form required for a request.

DEATH BENEFIT

When this Policy is In Force – This Policy is In Force as of the Policy Date, subject to your acceptance of the delivered Policy and payment of the initial premium. The Policy remains In Force until the earliest of any of the following:

- Surrender, as described in the Surrender and Withdrawal provisions;
- Lapse, as described in the Policy's Lapse and Premium Cessation Options provisions;
- The end of the Maturity Date Extension Period; or
- The death of the Insured.

If this Policy is in Reduced Paid-Up Status or Extended Insurance Status, then insurance will continue as described in that option. Coverage under this Policy is subject to any changes we have made to the Policy at your request, and may include changes in Total Face Amount, as described in later sections of this Policy.

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

1. If the Policy is in Reduced Paid-Up Insurance Status – On or prior to the initial Maturity Date, the Death Benefit is the larger of either:
 - The Reduced Paid-Up Insurance Face Amount; or
 - The Minimum Death Benefit specified below, according to the Death Benefit Qualification Test that applies to your Policy.
2. If the Policy is in Premium Paying Status or Extended Insurance Status – On or prior to the initial Maturity Date, the Death Benefit is the larger of either:
 - The Face Amount of the Policy; or
 - The Minimum Death Benefit specified below, according to the Death Benefit Qualification Test that applies to your Policy.

The Death Benefit under this Policy is subject to any increase or decrease required to qualify the Policy as Life Insurance (see Tax Qualification as Life Insurance), or to prevent this Policy from being classified as a MEC (see Modified Endowment Contract Tax Status). If the Insured Person dies after the initial Maturity Date and the Maturity Date has been extended, the Death Benefit will be calculated as described in the Maturity Date Extension Benefit provision.

Minimum Death Benefit – The Minimum Death Benefit will be determined based on the Death Benefit Qualification Test for the Policy and at any time will be no less than the minimum amount we determine to be required for this Policy to qualify as a life insurance contract under the Code. The Minimum Death Benefit is equal to the Minimum Death Benefit Percentage multiplied by the cash surrender value as determined under

applicable tax law. The Minimum Death Benefit Percentages as of the Policy Date are shown in the Policy Specifications. Changes to the Policy may affect these percentages.

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

Death Benefit Proceeds – The Death Benefit Proceeds (“Proceeds”) are the actual amount(s) payable if the Insured dies while this Policy is In Force.

1. If the Policy is in Premium Paying Status – the Proceeds are equal to the Death Benefit, as of the date of death,
 - Less any Policy Debt
 - Less any overdue premium
 - Plus any Unearned Premium.
2. If the Policy is in Reduced Paid-Up Insurance Status or Extended Insurance Status – the Proceeds are equal to the Death Benefit, as of the date of death, less any Policy Debt and any due and unpaid Policy charges.

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

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

- Proof of the Insured’s death, such as a certified copy of the death certificate for the Insured or other lawful evidence providing equivalent information and proof of the claimant’s legal interest in the proceeds;
- Sufficient information to determine our liability, the extent of our liability, and the appropriate payee legally entitled to the Proceeds; and
- Sufficient evidence that any legal impediments to payment of Proceeds that depend on parties other than us are resolved. Legal impediments to payment include, but are not limited to: (a) the establishment of guardianships and conservatorships; (b) the appointment and qualification of trustees, executors and administrators; and (c) submission of information required to satisfy state and federal reporting requirements.

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

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

Proceeds paid are subject to the conditions and adjustments defined in other Policy provisions, such as General Provisions.

Face Amount Decrease – After the Required Face Amount Period shown in the Policy Specifications, if the Policy is in Extended Insurance Status, you may decrease the Policy Face Amount by Written Request, subject to any other applicable Policy provisions. In such case, the decrease will be applied proportionally to the Face Amount. The effective date of the decreased Face Amount will be the first Monthly Payment Date on

or next following the date we approved your Written Request. The Coverage Charge and the Surrender Charge will not decrease if the Face Amount is decreased. The Face Amount may not be decreased below the Minimum Basic Face Amount Following Requested Decrease shown in the Policy Specifications.

PREMIUMS

Required Premiums – Required Premiums must be paid to keep the Policy In Force while the Policy is in Premium Paying Status. Required Premiums are payable at the beginning of the period for which the premium is billed in the amounts and at the intervals (modes) shown in the Policy Specifications. If you do not pay a Required Premium when due, the Policy will enter the Grace Period and may lapse as described in the Grace Period and Policy Lapse section.

You may change the Premium payment mode by sending us a Written Request. Upon receipt of your Written Request, we will notify you of the effective date of the premium mode change. Any change in Premium mode may change your annualized Premium. See the Policy Specifications for more information regarding calculation of premiums at different modes.

Unscheduled Premiums during Extended Insurance Status – If this Policy is in Extended Insurance Status, any premiums you pay are Unscheduled Premiums. Unscheduled Premiums may be paid at any time before the Monthly Deduction End Date, subject to the premium limits below.

Receipt of Premiums – The initial premium is payable either at our Administrative Office or to an independent producer before we can place your Policy In Force. At your request, we will give you a premium receipt signed by one of our officers. Additional premiums are payable at our Administrative Office. We will consider any premium paid after the initial premium, whether delivered to an independent producer or otherwise, to be “received” when it is delivered to our Administrative Office. Except for the initial premium, we bear no responsibility for any premium unless it has been received by us.

Premium Load – If the Policy is in Premium Paying Status, a Premium Load will be charged against the Standard Portion of the Billed Premium for each premium paid. The Standard Portion of the Billed Premium is shown in the Policy Specifications. While the Policy is in Premium Paying Status, the Premium Load is equal to the Standard Portion of the premium paid multiplied by the Premium Load Rate.

If the Policy is in Extended Insurance Status, the Premium Load is the Premium Load Rate multiplied by the total premium paid.

The Premium Load Rate we use will not exceed the Maximum Premium Load Rates shown in the Policy Specifications. The Premium Load will be deducted at the time we receive a Premium Payment.

Net Standard Premiums – these are the Standard Premium less the associated Premium Load.

Net Unscheduled Premium – This is the total Unscheduled Premium paid less the associated Premium Load.

Premium Type – Premium Type is used to determine the applicable Premium Load at the time we receive the premium payment. Each premium payment is categorized as one or, if applicable, more than one of the Premium Types described in the Policy Specifications.

Premium Limitation – We reserve the right to require Evidence of Insurability for any Unscheduled Premium payment that would result in an increase in the Net Amount at Risk. If such Evidence of Insurability is not satisfactory, we may limit or refuse the premium payment, unless it is necessary to keep the Policy In Force.

Modified Endowment Contract Premium Limit – In order that this Policy not be classified as a Modified Endowment Contract under Section 7702A of the Code, the sum of premiums paid less a portion of any withdrawals may not exceed the 7-Pay limit as defined in the Code. The 7-Pay limit is the cumulative sum of the 7-Pay Premiums during the applicable 7-Pay testing period. In the event that a premium payment would cause the 7-Pay limit to be exceeded, we will refund the excess payment to you, unless you have provided a Written Request in which you accept your Policy being classified as a Modified Endowment Contract and

indicate that we may accept such payments and apply them to the Policy, in accordance with the Modified Endowment Contract Tax Status section of this Policy. Payment of the 7-Pay Premium does not guarantee that the Policy will never lapse and additional premium may be necessary to prevent the Policy from lapsing in the future.

The 7-Pay Premium may change whenever there is a change in the Total Face Amount of insurance or in other certain Policy benefits or factors. The 7-Pay Premiums are determined according to the rules applicable to this Policy set forth in the Code. The 7-Pay Premium will be adjusted to conform to any changes in the Code. To the extent that a premium payment would cause such limits to be exceeded, we will refund the excess payment to you in accordance with the Modified Endowment Contract Tax Status section of this Policy. Further, as indicated in that section, we will increase the Death Benefit to the extent we deem necessary to continue to classify this Policy as a non-Modified Endowment Contract under the Code.

ACCUMULATED VALUE

Accumulated Value – On the Policy Date, the Accumulated Value equals the Net Standard Premium received less the first Monthly Deduction. On each other day, so long as the Policy is in Premium Paying Status or Extended Insurance Status, the Accumulated Value equals the sum of:

- The Unloaned Accumulated Value as of the prior day; plus
- The Loan Account Value as of the prior day; plus
- Any Account Additions since the prior day; less
- Any Account Deductions since the prior day.

Accumulated Value is not applicable to any Policy Reduced Paid-Up Status.

Interest on the Unloaned Accumulated Value is credited on a daily basis, using a 365-day year, at a rate not less than the Guaranteed Annual Interest Rate shown in the Policy Specifications. If the Unloaned Accumulated Value is negative, unloaned earnings do not accrue interest. Interest on the Loaned Account Value is credited as described in the Standard Policy Loans section.

Loan Account Value – See the Standard Policy Loans section.

Unloaned Accumulated Value - is equal to the Accumulated Value minus the Loan Account Value.

Account Addition Method – The Account Addition Method describes the order and proportion that Account Additions will be applied to the Accumulated Value, and is shown in the Policy Specifications.

Account Deduction Method – The Account Deduction Method describes the order and proportion that Account Deductions will be taken from the Accumulated Value, and is shown in the Policy Specifications.

POLICY CHARGES

Monthly Deduction – The Monthly Deduction is equal to the sum of the following items:

- The Cost of Insurance Charge;
- The Administrative Charge;
- The Coverage Charge;
- Rider Charges, if any;
- If the Policy is in Extended Insurance Status, the monthly equivalent of the Rated Portion of the premium, as shown in the Policy Specifications.

The maximum for each such charge is described below or in the rider or benefit forms. We may charge less than such maximum charge. Any lesser charge will apply uniformly to all members of the same Class. The charges, including the Cost of Insurance Charge, can be adjusted by us in our sole and exclusive discretion and such adjustment can be based on our experience factors such as investment earnings, mortality,

persistence, taxes, and expenses, but will not exceed the maximums as shown in the Policy Specifications. We may profit from such charges and may use those profits for any lawful purpose such as the payment of distribution and administrative expenses. Unless a charge specifically states that it will continue beyond the Monthly Deduction End Date, there are no Monthly Deductions on and after the Monthly Deduction End Date.

Coverage Charge – The Coverage Charge will not exceed the Coverage Charge shown in the Policy Specifications. The Coverage Charge will not decrease even if the Policy Face Amount is decreased.

Administrative Charge – The Administrative Charge is shown in the Policy Specifications.

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

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

- (1) Is the Maximum Monthly Cost of Insurance Rates divided by 1000, as shown in the Policy Specifications; and
- (2) Is the Death Benefit divided by the Net Amount at Risk Factor as shown in the Policy Specifications, reduced by the Accumulated Value as of the beginning of the Policy month before the Monthly Deduction is assessed.

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

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

GRACE PERIOD AND POLICY LAPSE

Grace Period – This Policy has a sixty-one day Grace Period. Your Policy will enter the Grace Period on the date any of the three events below occur:

- On the premium due date if a Required Premium is not paid;
- On the date the Policy Debt equals or exceeds the greater of the Accumulated Value or the Guaranteed Cash Value; or
- The Policy is in Extended Insurance Status, the Guaranteed Cash Value is zero, and the Accumulated Value less any Policy Debt is not sufficient to cover the Monthly Deduction.

During the Grace Period, you may be required to pay additional amounts to keep the Policy In Force.

Your Policy will remain In Force during the Grace Period. If the Insured dies during the Grace Period, the Death Proceeds will be payable as described in the Death Benefit section.

When a Policy enters the Grace Period, Notification of Pending Termination for Non-Payment will be provided, as described below. Sufficient premiums or Monthly Deductions that are sent to us by United States mail and postmarked within the Grace Period will be accepted. On the date of receipt, payments will be processed and applied toward any loan repayment or premium due to keep your Policy In Force. There is no penalty for paying a premium during the Grace Period.

Notification of Pending Termination for Non-Payment – At the beginning of the Grace Period, we will send a notice to you, any assignee of record, and any additional person you designated to receive such notice. The notice will state the due date and the amount of payment we require.

If we have not received payment within thirty days after the start of any Grace Period, we will send another notice to you, any assignee of record, and any additional person you designated to receive such notice.

These notices will be provided to each person at their last known addresses by first class United States mail, postage prepaid, or any other method allowed by state law.

Automatic Premium Loan – Any Required Premium not paid by the end of its Grace Period will be paid by charging all premium due at that time as a policy loan if:

- The Loan Amount Available is sufficient to cover all premium due; and
- You have made a Written Request for this option before the end of the grace period.

All Required Premiums paid by the Automatic Premium Loan will be effective as of the premium due dates for each premium, and Policy values and benefits will be adjusted as if the premiums were paid on the due date. Interest will accrue on any Automatic Premium Loan beginning on the premium due date.

If you did not elect Automatic Premium Loan at the time of application, you may elect this option at any time while the Policy is In Force. If you have elected Automatic Premium Loan, you may later revoke the election at any time while the Policy is In Force. Any change to the Automatic Premium Loan election must be made by sending us a Written Request to that effect and will become effective when we receive and process the Written Request.

Lapse – If the necessary payment is not made by the end of the Grace Period, there are three ways your Policy may lapse:

- Premium Lapse – Required Premium is not paid and the Automatic Premium Loan was either not requested as described above or was requested but the Loan Amount Available was insufficient to cover the Required Premium;
- Loan Lapse - The Policy Debt equals or exceeds the greater of the Accumulated Value or the Guaranteed Cash Value; or
- Insufficient Value Lapse - The Policy is in Extended Insurance Status, the Guaranteed Cash Value is zero, and the Accumulated Value less any Policy Debt is not sufficient to cover the Monthly Deduction.

Upon lapse, the Policy will terminate or may be continued under a Premium Cessation Option, if eligible, as described below. We recommend you consult a qualified tax advisor before allowing your Policy to lapse.

PREMIUM CESSATION OPTIONS

If the Required Premium due is not paid by the end of the Grace Period and if Automatic Premium Loan was either not requested as described above or was requested but the Loan Amount Available was insufficient to cover the premium due, this policy is subject to lapse. At any time during the Grace Period, you may:

- Provide a Written Request to receive the Net Cash Surrender Value in cash, in which case the Policy will terminate; or
- Provide us with a Written Request for either of the following two Premium Cessation Options, in which case the Policy can continue In Force under one of the Options at the end of the Grace Period.

If Automatic Premium Loan was in effect prior to the end of the Grace Period and you do not make a Written Request to surrender the Policy or to continue as Reduced Paid-Up Insurance, the Policy will continue as Extended Insurance at the end of the Grace Period. If Automatic Premium Loan was not in effect prior to the end of the Grace Period and you do not make a Written Request to surrender the Policy or to continue as Extended Insurance, the Policy will continue under the Reduced Paid-Up Nonforfeiture Option at the end of the Grace Period.

The two Premium Cessation Options are:

Reduced Paid-Up Insurance Nonforfeiture Option – If you make a Written Request to continue the Policy under this option, then Reduced Paid-Up Insurance will continue until the Policy Maturity Date, unless extended as described in the Maturity Date Extension Benefit provision.

Under this option, the Net Cash Surrender Value will be used to provide you whole life insurance, generally at a reduced face amount, where no further premium is due. This means the Policy is now in Reduced Paid-Up Status.

If electing this option would cause the Policy to become a Modified Endowment Contract (see the MEC Tax Status provisions), you will need to provide us with a Written Request to accept a Modified Endowment Contract classification before this change will be effective.

If you do not provide us with such Written Request, the Policy's Premium Cessation Option will automatically be changed to Extended Insurance. We will send you a notice to your last known address giving you the ability to accept a Modified Endowment Contract classification and changing your Policy to Reduced Paid-Up Status. We must receive your acceptance of the Policy becoming a Modified Endowment Contract within 60 days of the notice.

If such acceptance is received, the Premium Cessation Option will be changed to Reduced Paid-Up Insurance effective the date we receive the acceptance. The Policy values will be changed as if the Policy went to a Reduced Paid-Up Status on the date of Premium Lapse.

If there is an outstanding loan, the loan will be repaid by a distribution of Policy values equal to the Policy Debt as of the day prior to the Grace Period.

- **Reduced Paid-Up Insurance Face Amount** – At the time the Policy enters Reduced Paid-Up Insurance Status, the Face Amount will be reduced and will be equal to $X \div Y$, where:

X equals the Net Cash Surrender Value as of the day before the Grace Period started

Y equals the RPU Cash Value Factor as of the day before the Grace Period started, divided by \$1,000.

Thereafter, Reduced Face Amount will be used to determine any death benefits, Policy values or rider benefits payable under the Policy and riders. The Minimum Reduced Paid-Up Insurance Face Amounts for the first 20 policy years are shown in your Policy Specifications. The Minimum Reduced Paid-Up Insurance Face Amount for years not shown in your Policy Specifications will be furnished upon request.

RPU Cash Surrender Value – As of any date, the RPU Cash Surrender Value will equal the Face Amount multiplied by the interpolated RPU Cash Value Factor.

RPU Cash Value Factor – RPU Insurance Guaranteed Cash Value Rates as of the beginning of each Policy year are provided in the Policy Specifications. If the calculation date for the Reduced Paid-Up Face Amount or RPU Cash Surrender Value is on a date other than a policy anniversary, the RPU Cash Value Factor is interpolated based on the factors for the beginning of the current and next Policy years.

- **Reduced Paid-Up Insurance Changes to Policy** – Once your Policy is in Reduced Paid-Up Status, the following apply:
 - You may not pay any premiums, take any withdrawals or request any loans;
 - Your Policy no longer has an Accumulated Value;
 - You may not elect or otherwise change this policy to Extended Insurance, except as otherwise described in the Reduced Paid-Up Insurance Nonforfeiture Option provision of this Policy;
 - You may surrender Reduced Paid-Up Insurance for its cash value; and
 - You may be eligible to reinstate the Policy and begin paying premiums again as described in the Reinstatement provision.

Extended Insurance Option – This option will allow your Policy to stay In Force at the same Face Amount as long as either the Guaranteed Cash Value for Extended Insurance remains positive or the Accumulated Value

less Policy Debt is sufficient to cover the Monthly Deductions. The duration your Policy will stay in force may vary based on any Unscheduled Premiums paid or withdrawals or Policy Loans taken while the Policy is in Extended Insurance Status, and whether your Required Premium had a Rated Portion. On the date a policy enters Extended Insurance Status, there is no change to the Face Amount, Accumulated Value, Surrender Charge, Guaranteed Cash Value or Policy Debt.

- **Extended Insurance Changes to Policy** – Once Your Policy is in Extended Insurance Status, the following apply:
 - You are not required to pay any premiums while your Policy continues under this option. However, subject to any other applicable Policy provisions (e.g., the MEC Tax Status provisions), you may make Unscheduled Premium payments as described in the Unscheduled Premiums during Extended Insurance Status provision. If premium payments are made while the Policy is in Extended Insurance Status, we will credit the Net Premium amount to the Accumulated Value;
 - You may request withdrawals or Policy Loans;
 - You may request decreases to the Face Amount;
 - Surrender Charges continue to apply;
 - The Policy's Accumulated Value will continue to apply. The Monthly Deduction and any Rated Portion of the premium will be deducted from the Accumulated Value; and
 - You may be eligible to reinstate the Policy and begin paying premiums again as described in the Reinstatement provision.

REINSTATEMENT

Reinstatement to Premium Paying Status – After the end of the Grace Period, if it has not been surrendered and you have not taken any Face Amount decrease or withdrawal, this Policy may be reinstated to Premium Paying Status within the Reinstatement Period shown in the Policy Specifications. To reinstate this Policy you must provide us with all of the following:

- A written Application; and
- Evidence of Insurability satisfactory to us that the Insured is insurable in the same Risk Class as when the Policy was issued.

You must also provide:

- Payment of all unpaid premiums, plus interest on each from its due date to the date of Policy reinstatement, compounded annually at a rate not to exceed the Loan Interest Rate Charged shown in the Policy Specifications; and
- Payment equal to any Policy Debt, with interest compounded annually at a rate equal to the Loan Interest Rate Charged shown in the Policy Specifications to the date of Policy reinstatement.

The Standard Portion of all overdue premiums less any Premium Loads will be applied to the Accumulated Value on the date of reinstatement.

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

- All premiums are applied to the Accumulated Value as of the date of reinstatement.
- The Maximum 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.
- The Guaranteed Cash Value is calculated using the Face Amount upon reinstatement and Guaranteed Cash Value rates that resume their original schedule as if lapse had never occurred, reflecting the Insured's Age at the reinstatement and policy duration measured from the original Policy Date.

- If there was a Policy loan at time of lapse, the loan will be fully repaid. This repayment amount is required as part of the reinstatement payment.
- Any Unscheduled Premiums paid between the premium default date and the date of reinstatement will be refunded to the policyholder, without interest, at the time of reinstatement.

Reinstatement to Extended Insurance – Reinstatement to Extended Insurance is not allowed.

SURRENDER

Surrender – Upon Written Request, while it is In Force, you may surrender this Policy at any time for its Net Cash Surrender Value on the date the Written Request is received at our Administrative Office. If surrendered within 30 days following a Policy anniversary, the value available shall not be less than the anniversary value, less any withdrawal, Policy Loan, Terminal Illness Benefit Payment, or rider benefit paid since the Policy anniversary. The Policy will terminate on the date of Surrender. The Net Cash Surrender Value is calculated as described below. However, for a policy in Premium Paying status that is in the grace period, the Net Cash Surrender Value is the value as of the day before the Grace Period started.

Cash Surrender Value for Premium Paying Status – The Cash Surrender Value on any date is the greater of:

- The Guaranteed Cash Value credited to the end of the Policy month of surrender, plus Unearned Premium; or
- The Accumulated Value as of that date minus any applicable Surrender Charge.

Cash Surrender Value for Extended Insurance Status – The Cash Surrender Value on any date is the greater of:

- The Guaranteed Cash Value as of that date; or
- The Accumulated Value as of that date minus any applicable Surrender Charge.

Cash Surrender Value for Reduced Paid-Up Status – The Cash Surrender Value on any date is the Guaranteed Cash Value as of that date.

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

Surrender Charge – If you surrender this Policy, there may be a Surrender Charge deducted from the Accumulated Value.

Determining a Surrender Charge – The Surrender Charge Calculation shown in the Policy Specifications will determine if a Surrender Charge will be deducted from the Accumulated Value upon surrender of a Policy.

Guaranteed Cash Value– Your Guaranteed Cash Value is one of the following depending on policy status:

- **Guaranteed Cash Value for Premium Paying Status** - If the Policy is in Premium Paying Status, the Guaranteed Cash Value at the end of the Policy year is equal to $(a \times b)$, where:

a = The Guaranteed Cash Value Rate for the corresponding Policy year, as shown in the Policy Specifications; and

b = The Face Amount, divided by 1000.

Such Guaranteed Cash Values are applicable only if all due premiums have been paid.

The Guaranteed Cash Value on any other date will be pro-rated to the end of the Policy month based on the Guaranteed Cash Values for the ends of the prior and current Policy years. After the initial Maturity Date, if the Maturity Date is extended, the calculation of the Guaranteed Cash Value will change as described in the Maturity Date Extension Benefit section.

- **Guaranteed Cash Value for Reduced Paid-Up Insurance** – The Guaranteed Cash Value for the Policy when it is in Reduced Paid-Up Status, on any calculation date, is equal to $(a \times b)$, where:

a = The RPU Cash Value Factor as of that date; and
b = The Face Amount, divided by 1000.

After the initial Maturity Date, if the Maturity Date is extended, the calculation of the Guaranteed Cash Value will change as described in the Maturity Date Extension Benefit section.

- **Guaranteed Cash Value for Extended Insurance** – On the date that a policy is first continued under Extended Insurance, the Policy's Guaranteed Cash Value is equal to the Guaranteed Cash Value for Premium Paying Status as of the premium due date that began the grace period. Thereafter, the Guaranteed Cash Value is equal to $(a + b - c - d - e)$ where:

a = The Guaranteed Cash Value as of the prior day;
b = Interest on the Guaranteed Cash Value for Extended Insurance, credited daily using a 365 day year, at the Guaranteed Annual Interest Rate shown in the Policy Specifications;
c = Withdrawals;
d = Extended Insurance GCV Charges, assessed on each Monthly Payment Date; and
e = the monthly equivalent of the Rated Portion of the premium, as shown in the Policy Specifications, assessed on each Monthly Payment Date.

Once the Guaranteed Cash Value for Extended Insurance becomes zero, it will remain at zero as long as the policy is in Extended Insurance Status.

All charges and credits cease after the Monthly Deduction End Date.

The Extended Insurance GCV Charge is equal to (1) multiplied by (2), where:

(1) is the Maximum Monthly Cost of Insurance Rates divided by 1000 as shown in the Policy Specifications; and
(2) is the Death Benefit divided by the Net Amount at Risk Factor as shown in the Policy Specifications, reduced by the Guaranteed Cash Value for Extended Insurance as of the beginning of the Policy month before the monthly equivalent of the Rated Portion of the premium is assessed.

WITHDRAWALS

Withdrawals – When the Policy is in Extended Insurance Status and subject to the Withdrawal Conditions shown in the Policy Specifications, you may withdraw a portion of the Net Cash Surrender Value of this Policy upon Written Request on or after the first Policy anniversary and until the Monthly Deduction End Date. Such withdrawal will be deducted from the Accumulated Value as an Account Deduction and reduce the Guaranteed Cash Value. There is no Surrender Charge imposed for a withdrawal, though we may charge a fee, as shown in the Policy Specifications. Unless you authorize us by Written Request, a withdrawal will not be processed if it would cause the Policy to become a Modified Endowment Contract.

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

Withdrawals May Change the Policy Face Amount – If a withdrawal is taken, the Policy Face Amount will be re-determined as the lesser of (a) the Policy Face Amount immediately before the withdrawal and (b) the Death Benefit immediately before the withdrawal less the amount of the withdrawal. If the Policy Face Amount has changed as a result of a withdrawal as described above, the Death Benefit may also have changed since the Death Benefit depends, in part, on the Policy Face Amount. See the Death Benefit section. Any reduction to the Policy Face Amount due to a withdrawal will apply proportionately to the Face Amount.

STANDARD POLICY LOANS

Standard Policy Loans – If the Policy is in Premium Paying Status or Extended Insurance Status, you may obtain Policy loans by Written Request after the Free Look Period, on the sole security of the Loan Account of this Policy. We recommend you consult a qualified tax advisor before requesting a Policy loan.

Loan Account – When a Policy loan is taken, an amount equal to the loan will be deducted from the Accumulated Value and transferred to the Loan Account to secure the loan.

Loan Account Value – The Loan Account Value is a portion of the Accumulated Value set aside to secure the Policy Debt. The Loan Account Value is equal to the Loan Account plus Loan Interest Credit.

Loan Amount Available – The maximum amount available for a loan on any date is equal to the larger of (a - b) and c - (d + e + b), where:

- a = The Guaranteed Cash Value;
- b = Any existing Policy Debt;
- c = The Accumulated Value;
- d = Any Surrender Charge; and
- e = Three times the most recent Monthly Deduction;

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

Loan Interest Charge – Interest will accrue daily based on the balance in the Loan Account and will be due on each Policy anniversary. Such interest is calculated using the Interest Calculation Method shown in the Policy Specifications. It is based on the balance in the Loan Account, using the Maximum Annual Loan Account Charge Interest Rate shown in your Policy Specifications. We may use a lower interest rate. The corresponding daily interest rate is equal to the annual rate divided by 365. If the Policy terminates before a Policy anniversary, the Loan Interest Charge will be due at such time.

Loan Interest Credit – Loan Interest Credit is based on the balance in the Loan Account, and accrues daily using the Interest Calculation Method and using the Guaranteed Annual Loan Account Credit Interest Rate shown in the Policy Specifications. We may use a higher interest rate. The corresponding daily interest rate is equal to the annual rate divided by 365.

Loan Processing on Policy Anniversary – On each Policy anniversary, the Loan Interest Charge is due. Any portion of the Loan Interest Charge that is not paid when due will be added to the Loan Account and bear interest at the same rate. Further, on each Policy anniversary we will adjust the values of the Policy Debt, Loan Account and Loan Account Value so that they are equal to the Policy Debt.

Loan Repayment – You may make loan repayments at any time prior to lapse of this Policy. Prior to the Monthly Deduction End Date and provided the Policy is in Premium Paying Status, any payment we receive from you will be first considered a premium payment, unless you tell us by Written Request it is a Loan Repayment. If this Policy is in Extended Insurance Status, any payment we receive from you while you have a loan will be first considered a Loan Repayment, unless you tell us by Written Request it is a premium payment. Any payment we receive from you after the Monthly Deduction End Date will be considered a Loan Repayment, if you have a loan; otherwise, the payment will be refunded. Any excess will be refunded, unless you advise otherwise by Written Request.

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

If this Policy lapses or is surrendered with an outstanding loan balance, the Policy Debt will be repaid from the Policy's Cash Surrender Value. This will result in taxable income to the extent the Net Cash Surrender Value plus the amount of the repaid Policy Debt exceeds the cost basis of the policy. We recommend you consult your tax adviser prior to allowing your policy to lapse or surrender with an outstanding policy loan.

INCOME BENEFITS

Income Benefits – Death Benefit Proceeds may be paid in a lump sum. However, all or part of any Death Benefit Proceeds and Net Cash Surrender Value payments (each referred to here as “Proceeds”), when due and paid, may be distributed over a period of time instead of being paid in a lump sum. If you elect to distribute the Proceeds over a period of time, you may select any one, or a combination of the Income Benefit plans available, subject to our minimum amount requirements on the date of election. At the time of death, if an Income Benefit plan has not been selected, the Beneficiary may select one that is available. If the payee is not a natural person, the choice of a payment option will be subject to our approval. Prior to any payment, you may contact us to obtain information on our currently available plans.

MATURITY PROCEEDS

Policy Maturity Proceeds - If on the Maturity Date the Insured is still living and this Policy is in Premium Paying Status or Reduced Paid-Up Status, you may elect to have the Maturity Value, if any, paid to you. If we do not receive an election from you, the Maturity Date will automatically be extended, subject to continued compliance with Section 7702 of the Internal Revenue Code, as amended.

Maturity Date Extension Benefit – This benefit defers the originally scheduled Maturity Date of the Policy by the Maturity Date Extension Period. The originally scheduled Maturity Date and Maturity Date Extension Period are shown in the Policy Specifications.

The Policy Death Benefit payable after the originally scheduled Maturity Date will be the greater of:

- 101% of the Accumulated Value on the date of death; or
- The minimum amount needed for the policy to qualify as a life insurance contract under the Internal Revenue Code, as amended.

The Guaranteed Cash Value after the originally scheduled Maturity Date will be calculated as described in the Guaranteed Cash Value provision.

The Accumulated Value after the originally scheduled Maturity Date will be calculated as described in the Accumulated Value provision.

All attached riders that are in effect on the Policy's originally scheduled Maturity Date will terminate on the originally scheduled Maturity Date of the Policy.

OWNER AND BENEFICIARY

Owner – The Owner of this Policy is as shown in the Policy Specifications or as later changed by Written Request. If you change the Owner, the change is effective on the date the Written Request is signed, unless otherwise specified by the Owner, subject to our receipt of it and subject to any action taken or payment made by us prior to its receipt. If there are two or more Owners, they will own this contract as joint tenants with right of survivorship, unless otherwise provided by Written Request. We recommend you consult a qualified tax advisor before requesting a change of Owner.

Assignment – You may assign this Policy by Written Request. An assignment must be recorded at our Administrative Office. When received, the assignment will take effect as of the date the Written Request was signed unless otherwise specified by the Owner. Any rights created by the assignment will be subject to any payments made or actions taken by us before the assignment is recorded. We will not be responsible for the validity of any assignment or any of the terms, conditions or obligations set forth in the assignment. We recommend you consult qualified legal and tax advisors before requesting an assignment.

Beneficiary – The primary Beneficiary is named by you in the Application to receive the Death Benefit Proceeds. You may name one or more primary Beneficiaries. If you name more than one primary Beneficiary, they will share the Death Benefit Proceeds equally or as you may otherwise specify by Written Request. You may also name one or more contingent Beneficiaries. If the Insured survives all named primary Beneficiaries,

Death Benefit Proceeds will pass equally, or as you may otherwise specify by Written Request, to all surviving contingent Beneficiaries. No Beneficiary may, on or after the Insured's death, assign, transfer or encumber any benefit payable. To the extent allowed by law, Policy benefits will not be subject to the claims of any creditor of any Beneficiary.

You may make a change to the primary or contingent Beneficiary by Written Request while the Policy is In Force. Beneficiary Change Request forms are available from us. The change will take place as of the date the request is signed unless otherwise specified by the Owner. Any rights created by the change will be subject to any payments made or actions taken by us before we have received the Written Request. A Beneficiary may be designated as irrevocable, in which case their rights under the Policy cannot be changed without their written consent.

The interest of a primary Beneficiary who does not outlive the Insured will be divided equally, or as the Owner may have otherwise specified by Written Request, among the surviving primary Beneficiaries. If no primary Beneficiaries survive the Insured, the interest will pass to a contingent Beneficiary, or will be divided equally, or as the Owner may have otherwise specified by Written Request, among the contingent Beneficiaries if more than one is named. If no Beneficiaries outlive the Insured, then the Death Benefit Proceeds will pass to the Owner or, if the Owner does not outlive the Insured, to the Owner's estate or successor in interest, including such cases where an Owner is not a natural person. In the event of a simultaneous death of the Insured and a Beneficiary such that it cannot be determined who died first, it will be assumed, unless proof to the contrary is provided, that the Beneficiary died first.

GENERAL PROVISIONS

Entire Contract – This Policy is a contract between you and us. This Policy, Policy Specifications and features, the attached copy of the initial Application, including any supplements, amendments and endorsements to the Application, any Supplemental Schedules of Coverage, any Applications for Reinstatement, all subsequent Applications to change the Policy including change in smoking status, Risk Class, any endorsements, benefits, or riders, and all additional Policy information sections added to this Policy are the Entire Contract. Only our President, Chief Executive Officer or Secretary is authorized to change this contract or extend the time for paying premiums. Any such change must be in writing.

All statements in the Application shall, in the absence of fraud, be deemed representations and not warranties. We will not use any statement to contest this Policy or defend a claim on grounds of misrepresentation unless the statement is in an Application.

Incontestability – We will not contest this Policy unless there was a material misrepresentation in the Application or, when permitted by applicable state law, where the Policy was procured through fraud. If we determine that the Application contains a material misrepresentation, we will rescind the Policy and return to you the premiums paid less any Policy loans, any withdrawals taken and any benefits paid under the Policy or the Riders attached to the Policy. No Death Benefit will be paid. After the Policy has been In Force for two years during the Insured's lifetime, this Policy cannot be contested except for failure to pay required premiums or if the Policy was procured by fraud.

If this Policy lapses and is later reinstated, we will not contest the reinstated Policy except for the following reasons:

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

If we determine that such Application contains a material misrepresentation, we will rescind the reinstated Policy as of the reinstatement date and return to you the premiums paid after the reinstatement date less any Policy loans, any withdrawals taken and any benefits paid under the Policy or the Riders attached to the Policy after the reinstatement date. No Death Benefit will be paid. After the reinstated Policy has been In Force for two years during the Insured's lifetime, this Policy cannot be contested except for failure to pay required premiums or if the Policy was procured by fraud.

If there has been a change to the Policy for which we required the Insured to submit Evidence of Insurability, we will not contest such a change except for the following reasons:

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

If we determine that such Application contains a material misrepresentation, we will rescind the Policy change and all Policy Charges made after the change will be reversed and corrected charges applied so that the Policy's Accumulated Value will be unaffected by the change. Any Death Benefits or other benefits that become payable will be determined as though the Policy change had never been requested. After the changed Policy has been In Force for two years during the Insured's lifetime, we will not contest any such change except for failure to pay required premiums or if the change was procured by fraud.

Non-Participating – This Policy will not share in any of our surplus earnings.

Suicide Exclusion – If the Insured dies by suicide, while sane or insane, within the Suicide Exclusion Period, shown in the Policy Specifications, the Death Benefit Proceeds will be limited to an amount equal to the sum of the premiums paid, less any benefits paid under this Policy or the riders attached to this Policy and less the sum of any Policy loans and withdrawals. If this Policy has been reinstated and the Insured dies by suicide, while sane or insane, within the Suicide Exclusion Period from the latest reinstatement date, the Death Benefit Proceeds will be limited to an amount equal to the sum of the premiums paid less any benefits paid under this Policy or the riders attached to this Policy and less the sum of any Policy loans and withdrawals taken since such date.

Misstatement – If the Insured's sex or birth date is misstated in the Application, we will adjust all policy benefits and values. The adjusted amounts, end dates for benefits, and other features will be those that the most recent premiums paid would have purchased using the correct sex and birth date. The adjustment will occur regardless of whether the misstatement is discovered before or after the death of the Insured.

Monthly Deduction End Date – Provided the Policy is still In Force, coverage will continue on and after the Monthly Deduction End Date, subject to all Policy provisions, with all of the following exceptions and clarifications:

- Monthly Deductions for the Policy will cease;
- Premiums will not be accepted, except amounts required to keep the Policy In Force;
- Loans will be allowed;
- Loan repayments will be permitted;
- Loan Interest Charges and Loan Interest Credits will continue to accrue; and
- Withdrawals will not be allowed.

Timing of Payments – We may defer payments of any Net Cash Surrender Value, withdrawal, or loan (except for loans to pay a premium on any Policy issued by us) for up to six months after we receive your request. If we defer any such payment for more than 30 days after we receive your request, we will pay interest at least equal to the Guaranteed Interest Rate.

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

- The beginning and end dates of the reporting period;
- The Accumulated Value at the beginning and end of the reporting period;
- Amounts that have modified the Accumulated Value by way of Account Additions and Account Deductions during the reporting period, identified by type;
- The current Death Benefit at the end of the current report period;
- The cash value, if any, at the end of the current report period;
- Any Policy Debt outstanding at the end of the reporting period;

- If the Policy is in Premium Paying Status, a notice that the Net Cash Surrender Value, after Required Premiums are paid, will not be sufficient to keep the Policy In Force until the end of the next reporting period;
- If the Policy is in Extended Insurance Status, a notice that the Net Cash Surrender Value will not be sufficient to keep the Policy In Force until the end of the next reporting period; and
- Any other information required by law.

Policy Illustrations – Upon request, we will give you a hypothetical illustration of the future benefits under this Policy based upon both guaranteed and current cost factor assumptions. Such illustrations reflect assumptions about the Policy's non-guaranteed elements and about how you will use the Policy's options. Over time the Policy's actual non-guaranteed elements, and your actual use of the Policy's options, are likely to vary from the assumptions used in such illustrations. In addition, the order in which we process requested transactions may vary between the illustration we provide and Policy administration. For these reasons, actual Policy values will likely be more or less favorable than shown in such illustrations. We reserve the right to charge a fee, not to exceed the amount shown in the Illustration Conditions section of the Policy Specifications, for each illustration in excess of one per Policy year.

Basis of Values – Cash Values are based on the Mortality Table and interest rate indicated in the Policy Specifications page. A detailed statement showing how such values are determined has been filed with the Interstate Insurance Product Regulation Commission. For Policy statuses other than Reduced Paid-Up Status, the minimum required nonforfeiture values are based on the Guaranteed Interest Rate shown in the Policy Specifications and mortality rates from the Basis of Value Mortality Table shown in the Policy Specifications. For Reduced Paid-Up Status, the minimum required nonforfeiture values are based on an interest rate of 4% and mortality rates from the Basis of Value Mortality Table shown in the Policy Specifications.

Cash values available under the Policy are not less than the minimum values and benefits required by or pursuant to Section 6B of the NAIC Universal Life Insurance Regulation, model #585.

Tax Qualification as Life Insurance – This Policy is intended to qualify as a life insurance contract for federal tax purposes, and the Death Benefit under this Policy is intended to qualify for federal income tax exclusion. The provisions of this Policy, including any rider, benefit or endorsement that does not specifically override this tax qualification provision, shall be interpreted to ensure and maintain such tax qualification, despite any other provision to the contrary. At no time shall the amount of Death Benefit under this Policy ever be less than the minimum amount needed to ensure or maintain such tax qualification. If need be, the Death Benefit shall be increased retroactively and prospectively to the minimum extent necessary to accomplish that purpose. In addition, the Accumulated Value will be reduced to reflect the increased Monthly Deductions that result from such Death Benefit increase(s), starting on the date that each increase is effective. We reserve the right to amend this Policy from time to time to reflect any clarifications that may be needed or are appropriate to maintain such tax qualification or to conform the Policy provisions to any applicable changes in such tax qualification requirements, as provided in the Code or any published IRS guidance relating thereto, without consent (where allowed by law). We will send you a copy of such amendment. **As of the effective date of the filing of this Policy in the state in which it was issued for delivery, the Internal Revenue Service has not published final guidance on all aspects of the tax treatment of life insurance policies that continue coverage beyond Age 100. You should consult a qualified tax advisor, as there may be tax consequences.**

We will not accept a premium payment that would cause the Policy to fail to qualify as a life insurance contract for federal tax purposes. If at any time the premiums paid under the Policy exceed the amount allowable for such tax qualification, the excess amount, including any interest as determined under federal tax law, shall be removed from the Policy as of the date of its payment and any appropriate adjustments in the Death Benefit and/or Accumulated Value shall be made as of such date. This excess amount, including such interest, shall be refunded no later than 60 days after the end of the applicable contract year, as determined under federal tax law.

If this excess amount is not refunded by the end of such 60-day period, the Death Benefit shall be increased retroactively and prospectively to the minimum extent necessary so that at no time is the Death Benefit ever less than the minimum amount necessary to ensure or maintain such tax qualification. In addition, the Accumulated Value will be reduced to reflect any increased Monthly Deductions that result from such Death Benefit increase, starting on the date that the increase is effective.

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

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

Under federal tax law, if the funding of a life insurance contract occurs too rapidly, it becomes a MEC and fails to qualify for certain favorable tax treatment as a result. This Policy is intended to qualify as a life insurance contract that is not a MEC for federal tax purposes. To achieve these purposes, the provisions of this Policy (including any rider or endorsement that does not specifically override this tax qualification provision) shall be interpreted to prevent this Policy from being subject to such MEC treatment, despite any other provision to the contrary. If and while the provisions of this subsection apply to your Policy, the amount of Death Benefit under this Policy shall never be less than the minimum amount needed to avoid such MEC treatment. We reserve the right to amend this Policy from time to time to reflect any clarifications that may be needed or are appropriate to maintain such tax qualification for non-MEC treatment or to conform the Policy provisions to any applicable changes in such tax qualification requirements, as provided in the Code or any published IRS guidance relating thereto, without consent (where allowed by law). We will send you a copy of such amendment to you at your last known address.

We will not accept a payment as premium or otherwise which would cause the Policy to become a MEC unless you provide a Written Request asking us to accept the payment or premium. The initial 7-Pay Premium, shown in the Policy Specifications, is used solely to determine the Policy's premium limits to avoid MEC treatment. Payment of one or more 7-Pay Premium amounts does not guarantee that the Policy will never lapse, and additional premiums may be necessary to prevent the Policy from lapsing in the future.

If at any time the amounts paid under the Policy exceed the limit for avoiding such MEC treatment, this excess amount, including any interest as determined under federal tax law, shall be removed from the Policy as of the date of its payment, and any appropriate adjustment in the Death Benefit and/or Accumulated Value shall be made as of such date. This excess amount, including any interest, shall be refunded no later than 60 days after the end of the applicable contract year, as determined under federal tax law.

If this excess amount is not refunded by the end of such 60-day period, the Death Benefit shall be increased retroactively and prospectively to the minimum extent necessary so that at no time is the Death Benefit ever less than the minimum amount necessary to avoid Modified Endowment Contract classification. In addition, the Accumulated Value will be reduced to reflect the increased Monthly Deductions resulting from such Death Benefit increase, starting on the date that the increase is effective.

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

Tax Status – The Tax Status of this Policy as either Qualified or Non-Qualified, as of the Policy Date, is shown in the Policy Specifications.

Other Distributions of Accumulated Value – If, while the Policy is in Extended Insurance Status, the Net Amount at Risk ever exceeds three times the original Total Face Amount, we reserve the right to make a distribution of Accumulated Value to make the Net Amount at Risk equal three times the original Total Face Amount. In such case, the distribution will be treated as a premium refund. Note that while such a distribution

will be treated as a premium refund for certain contract purposes, normal tax rules will apply in determining the amount of such a distribution, if any, which is taxable.

Additional Services – While this Policy is In Force, we may, either directly or through a third party service provider, provide you with access to independent living-related resources and discounted longevity-related goods and services.

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

Change of Risk Class – You may request a change to your Policy's Risk Class while in Premium Paying Status by submitting a Written Request. We may require you to submit Evidence of Insurability in order to evaluate your request. If we approve the change in Risk Class, the Risk Class change becomes effective on the next Premium due date. We reserve the right to charge a fee to evaluate insurability, as shown in the Policy Specifications. We will send you a Supplemental Schedule of Coverage that reflects the change of Risk Class and how it changes guaranteed elements in the Policy.

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

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

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

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INTEREST SENSITIVE WHOLE LIFE INSURANCE

- **Death Benefit Payable If Insured Dies While the Policy is In Force**
- **Maturity Date Automatically Extended Unless Maturity Proceeds are Elected**
- **Maturity Value Available If Insured Lives to Maturity Date**
- **Premiums Payable Before Maturity Date**
- **Benefits and Values are on an Indeterminate Basis and the Initial Interest Rate is Guaranteed Only for a Limited Time**
- **Non-Participating**