



PACIFIC LIFE

Pacific Life Insurance Company • 45 Enterprise • Aliso Viejo • CA • 92656

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 premiums.

Signed for Pacific Life Insurance Company

President and Chief Executive Officer

Secretary

WHOLE LIFE INSURANCE POLICY

- Death Benefit Payable If Insured Dies Before Maturity Date
- Maturity Value Payable If Insured Lives to Maturity Date
- Premiums Payable Before Maturity Date
- Non-Participating

INSURED:	LELAND STANFORD	
SEX AND AGE:	MALE 35	
RISK CLASS:	STANDARD NONSMOKER	
POLICY NUMBER:	VF99999990	POLICY FACE AMOUNT: \$200,000
POLICY DATE:	NOVEMBER 1, 2007	OWNER: LELAND STANFORD

Free Look Right - You may return 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.

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Sample Policy

POLICY SPECIFICATIONS

PREMIUM:

STANDARD PORTION:	\$3,284.00
RATED PORTION:	\$0.00
TOTAL PREMIUM:	\$3,284.00, PAYABLE ANNUALLY

7-PAY PREMIUM:	\$6,708.00
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MAXIMUM PREMIUM LOAD RATE:	8%
GUARANTEED INTEREST RATE:	3%
NET AMOUNT AT RISK FACTOR:	1.0024663
TAX STATUS AS OF POLICY DATE:	NON-QUALIFIED [or QUALIFIED]

TABLE OF SURRENDER CHARGE FACTORS

TOTAL INITIAL SURRENDER CHARGE:	\$920.00
LEVEL PERIOD:	2 YEARS
REDUCTION FACTOR:	\$230.00
END YEAR:	6 YEARS

Sample Policy

SUMMARY OF COVERAGES EFFECTIVE ON THE POLICY DATE

P08FP2 BASIC COVERAGE:

FACE AMOUNT:	\$100,000
INSURED:	LELAND STANFORD
SEX AND AGE:	MALE 35
RISK CLASS:	STANDARD NONSMOKER
INITIAL SURRENDER CHARGE RATE PER \$1000 OF FACE AMOUNT:	4.60
INITIAL SURRENDER CHARGE:	\$460.00

P08FP2 ECV COVERAGE:

FACE AMOUNT:	\$100,000
INSURED:	LELAND STANFORD
SEX AND AGE:	MALE 35
RISK CLASS:	STANDARD NONSMOKER
INITIAL SURRENDER CHARGE RATE PER \$1000 OF FACE AMOUNT:	4.60
INITIAL SURRENDER CHARGE:	\$460.00

POLICY SPECIFICATIONS

TABLE OF REDUCED PAID-UP INSURANCE

END OF POLICY YEAR	REDUCED PAID-UP FACE AMOUNT
1	\$6,027.77
2	11,236.92
3	15,653.00
4	19,346.18
5	23,676.48
6	32,096.91
7	39,608.78
8	46,716.12
9	53,439.30
10	59,800.72
11	65,819.64
12	71,511.25
13	76,892.26
14	81,964.17
15	86,741.67
16	91,241.22
17	95,480.03
18	99,480.42
19	103,257.36
20	106,831.47
21	111,133.90
22	115,274.10
23	119,254.28
24	123,108.30
25	126,841.60
26	130,437.49
27	133,893.57
28	137,199.88
29	140,356.26
30	143,374.00
31	146,266.70
32	149,046.24
33	151,730.73
34	154,323.16
35	156,834.20
36	159,258.06
37	161,592.78
38	163,816.08
39	165,938.73
40	167,970.91
41	169,919.26
42	171,783.46
43	173,560.33
44	175,245.50

POLICY SPECIFICATIONS

TABLE OF REDUCED PAID-UP INSURANCE
CONTINUED

END OF POLICY YEAR	REDUCED PAID-UP FACE AMOUNT
45	\$176,829.73
46	178,320.55
47	179,715.26
48	181,024.32
49	182,255.98
50	183,413.63
51	184,489.23
52	185,482.04
53	186,392.26
54	187,222.50
55	187,976.43
56	188,653.82
57	189,285.02
58	189,871.57
59	190,413.70
60	190,912.65
61	191,363.29
62	191,790.84
63	192,195.52
64	192,570.53
65	192,911.91
66	193,203.52
67	193,488.06
68	193,766.30
69	194,034.82
70	194,296.49
71	194,549.92
72	194,795.96
73	195,038.51
74	195,274.84
75	195,519.94
76	195,794.40
77	196,175.13
78	196,774.01
79	197,348.03
80	197,895.12
81	198,402.97
82	198,835.68
83	199,088.20
84	198,855.12
85	197,248.72
86	200,000.00

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES

INSURED: LELAND STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000 OF NET AMOUNT AT RISK

POLICY YEAR	MONTHLY RATE
1	0.10080
2	0.10670
3	0.11170
4	0.12000
5	0.12840
6	0.13760
7	0.14920
8	0.16340
9	0.17930
10	0.19930
11	0.22110
12	0.24190
13	0.26450
14	0.27790
15	0.29380
16	0.31380
17	0.33890
18	0.37320
19	0.41170
20	0.45940
21	0.51560
22	0.57510
23	0.63890
24	0.69170
25	0.75220
26	0.82540
27	0.91620
28	1.02660
29	1.14970
30	1.27890
31	1.41510
32	1.55230
33	1.68970
34	1.83930
35	1.99160
36	2.17320
37	2.37660
38	2.64820
39	2.93180
40	3.23010
41	3.56140
42	3.92350
43	4.34570
44	4.84010

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
CONTINUED

INSURED: LELAND STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000 OF NET AMOUNT AT RISK

POLICY YEAR	MONTHLY RATE
45	5.41320
46	6.04170
47	6.76170
48	7.51450
49	8.33040
50	9.24130
51	10.27540
52	11.43490
53	12.71500
54	14.10520
55	15.59350
56	17.17050
57	18.67330
58	20.26540
59	21.97370
60	23.81210
61	25.79270
62	27.64140
63	29.65370
64	31.85090
65	34.25950
66	36.90860
67	39.06360
68	41.41760
69	43.99540
70	46.82410
71	49.93700
72	53.37320
73	57.18460
74	61.42900
75	66.18200
76	71.53880
77	77.62680
78	83.33330
79	83.33330
80	83.33330
81	83.33330
82	83.33330
83	83.33330
84	83.33330
85	83.33330
86	83.33330

POLICY SPECIFICATIONS

TABLE OF COVERAGE CHARGE RATES
FOR BASIC COVERAGE

INSURED: LELAND STANFORD

COVERAGE CHARGE RATES PER \$1000 OF FACE AMOUNT APPLICABLE TO THIS COVERAGE

POLICY YEAR	MONTHLY RATE
1	0.7500
2	0.7500
3	0.7500
4	0.7500
5	0.7500
6	1.5000
7	1.5000
8	1.5000
9	1.5000
10	1.5000
11	1.5000
12	1.5000
13	1.5000
14	1.5000
15	1.5000
16	1.5000
17	1.5000
18	1.5000
19	1.5000
20	1.5000
21	1.5000
22	1.5000
23	1.5000
24	1.5000
25	1.5000
26	1.5000
27	1.5000
28	1.5000
29	1.5000
30	1.5000
31	1.5000
32	1.5000
33	1.5000
34	1.5000
35	1.5000
36	1.5000
37	1.5000
38	1.5000
39	1.5000
40	1.5000
41	1.5000
42	1.5000
43	1.5000
44	1.5000

POLICY SPECIFICATIONS

TABLE OF COVERAGE CHARGE RATES
FOR BASIC COVERAGE
CONTINUED

INSURED: LELAND STANFORD

COVERAGE CHARGE RATES PER \$1000 OF FACE AMOUNT APPLICABLE TO THIS COVERAGE

POLICY YEAR	MONTHLY RATE
45	1.5000
46	1.5000
47	1.5000
48	1.5000
49	1.5000
50	1.5000
51	1.5000
52	1.5000
53	1.5000
54	1.5000
55	1.5000
56	1.5000
57	1.5000
58	1.5000
59	1.5000
60	1.5000
61	1.5000
62	1.5000
63	1.5000
64	1.5000
65	1.5000
66	1.5000
67	1.5000
68	1.5000
69	1.5000
70	1.5000
71	1.5000
72	1.5000
73	1.5000
74	1.5000
75	1.5000
76	1.5000
77	1.5000
78	1.5000
79	1.5000
80	1.5000
81	1.5000
82	1.5000
83	1.5000
84	1.5000
85	1.5000
86	1.5000

POLICY SPECIFICATIONS

TABLE OF GUARANTEED CASH VALUE RATES
FOR BASIC COVERAGE

INSURED: LELAND STANFORD

GUARANTEED CASH VALUE RATES PER \$1000 OF FACE AMOUNT APPLICABLE TO THIS COVERAGE

POLICY YEAR	GUARANTEED CASH VALUE RATE
1	7.47
2	15.18
3	23.06
4	31.21
5	41.56
6	56.70
7	71.84
8	86.98
9	102.12
10	117.26
11	132.40
12	147.54
13	162.68
14	177.82
15	192.96
16	208.10
17	223.24
18	238.38
19	253.52
20	268.66
21	286.15
22	303.78
23	321.53
24	339.52
25	357.74
26	376.10
27	394.53
28	412.93
29	431.25
30	449.50
31	467.70
32	485.89
33	504.14
34	522.44
35	540.84
36	559.26
37	577.66
38	595.80
39	613.72
40	631.46
41	649.01
42	666.35
43	683.39
44	700.02

POLICY SPECIFICATIONS

TABLE OF GUARANTEED CASH VALUE RATES
FOR BASIC COVERAGE
CONTINUED

INSURED: LELAND STANFORD

GUARANTEED CASH VALUE RATES PER \$1000 OF FACE AMOUNT APPLICABLE TO THIS COVERAGE

POLICY YEAR	MONTHLY RATE
45	716.11
46	731.66
47	746.57
48	760.92
49	774.74
50	788.00
51	800.59
52	812.44
53	823.50
54	833.75
55	843.19
56	851.81
57	859.93
58	867.57
59	874.72
60	881.36
61	887.42
62	893.22
63	898.74
64	903.91
65	908.64
66	912.72
67	916.72
68	920.64
69	924.46
70	928.19
71	931.82
72	935.35
73	938.79
74	942.11
75	945.34
76	948.46
77	951.47
78	954.38
79	957.18
80	959.88
81	962.48
82	964.98
83	967.38
84	969.68
85	971.81
86	1000.00

POLICY SPECIFICATIONS

TABLE OF COVERAGE CHARGE RATES
FOR ECV COVERAGE

INSURED: LELAND STANFORD

COVERAGE CHARGE RATES PER \$1000 OF FACE AMOUNT APPLICABLE TO THIS COVERAGE

POLICY YEAR	MONTHLY RATE
1	0.4000
2	0.6000
3	0.8100
4	1.0200
5	1.2200
6	1.5000
7	1.5000
8	1.5000
9	1.5000
10	1.5000
11	1.5000
12	1.5000
13	1.5000
14	1.5000
15	1.5000
16	1.5000
17	1.5000
18	1.5000
19	1.5000
20	1.5000
21	1.5000
22	1.5000
23	1.5000
24	1.5000
25	1.5000
26	1.5000
27	1.5000
28	1.5000
29	1.5000
30	1.5000
31	1.5000
32	1.5000
33	1.5000
34	1.5000
35	1.5000
36	1.5000
37	1.5000
38	1.5000
39	1.5000
40	1.5000
41	1.5000
42	1.5000
43	1.5000
44	1.5000

POLICY SPECIFICATIONS

TABLE OF COVERAGE CHARGE RATES
FOR ECV COVERAGE
CONTINUED

INSURED: LELAND STANFORD

COVERAGE CHARGE RATES PER \$1000 OF FACE AMOUNT APPLICABLE TO THIS COVERAGE

POLICY YEAR	MONTHLY RATE
45	1.5000
46	1.5000
47	1.5000
48	1.5000
49	1.5000
50	1.5000
51	1.5000
52	1.5000
53	1.5000
54	1.5000
55	1.5000
56	1.5000
57	1.5000
58	1.5000
59	1.5000
60	1.5000
61	1.5000
62	1.5000
63	1.5000
64	1.5000
65	1.5000
66	1.5000
67	1.5000
68	1.5000
69	1.5000
70	1.5000
71	1.5000
72	1.5000
73	1.5000
74	1.5000
75	1.5000
76	1.5000
77	1.5000
78	1.5000
79	1.5000
80	1.5000
81	1.5000
82	1.5000
83	1.5000
84	1.5000
85	1.5000
86	1.5000

POLICY SPECIFICATIONS

TABLE OF GUARANTEED CASH VALUE RATES
FOR ECV COVERAGE

INSURED: LELAND STANFORD

GUARANTEED CASH VALUE RATES PER \$1000 OF FACE AMOUNT APPLICABLE TO THIS COVERAGE

POLICY YEAR	GUARANTEED CASH VALUE RATE
1	11.15
2	20.49
3	27.99
4	33.60
5	39.90
6	56.70
7	71.84
8	86.98
9	102.12
10	117.26
11	132.40
12	147.54
13	162.68
14	177.82
15	192.96
16	208.10
17	223.24
18	238.38
19	253.52
20	268.66
21	286.15
22	303.78
23	321.53
24	339.52
25	357.74
26	376.10
27	394.53
28	412.93
29	431.25
30	449.50
31	467.70
32	485.89
33	504.14
34	522.44
35	540.84
36	559.26
37	577.66
38	595.80
39	613.72
40	631.46
41	649.01
42	666.35
43	683.39
44	700.02

POLICY SPECIFICATIONS

TABLE OF GUARANTEED CASH VALUE RATES
FOR ECV COVERAGE
CONTINUED

INSURED: LELAND STANFORD

GUARANTEED CASH VALUE RATES PER \$1000 OF FACE AMOUNT APPLICABLE TO THIS COVERAGE

POLICY YEAR	MONTHLY RATE
45	716.11
46	731.66
47	746.57
48	760.92
49	774.74
50	788.00
51	800.59
52	812.44
53	823.50
54	833.75
55	843.19
56	851.81
57	859.93
58	867.57
59	874.72
60	881.36
61	887.42
62	893.22
63	898.74
64	903.91
65	908.64
66	912.72
67	916.72
68	920.64
69	924.46
70	928.19
71	931.82
72	935.35
73	938.79
74	942.11
75	945.34
76	948.46
77	951.47
78	954.38
79	957.18
80	959.88
81	962.48
82	964.98
83	967.38
84	969.68
85	971.81
86	1000.00

DEFINITIONS

In this section, we define certain terms used throughout this policy. Other terms may be defined in other parts of the policy. Defined terms are usually capitalized.

Accumulated Value – is the sum of Net Premiums and credited interest less withdrawals and deductions. See the Accumulated Value section for details.

Administrative Office – is the office that administers your 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 Insured's Age to the nearest birthday as of 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, amendments, or endorsements, and any application for reinstatement or increase in benefits.

Basic Coverage – is one of two Coverage Types. Basic Coverage generally provides, in early policy years, relatively lower Cash Surrender Values and relatively higher Coverage Charges, as compared with ECV Coverage.

Class – is used in determining policy charges, and interest credited, and depends on a number of factors, including (but not limited to) the Death Benefit, Face Amount, Policy Date, policy duration, the Insured's Age and Risk Class, and the presence of optional riders and benefits.

Code – is the U.S. Internal Revenue Code of 1986, as amended, and the rules and regulations issued thereunder.

Coverage Types – consist of Basic Coverage and ECV Coverage. Each Coverage Type has its own Face Amount and Initial Surrender Charge Rate, and each Coverage Type has its own set of Coverage Charge Rates and Guaranteed Cash Value Rates. The Face Amount for each Coverage Type and the rates for each Coverage Type are shown in the Policy Specifications.

ECV Coverage – is one of two Coverage Types. ECV Coverage generally provides, in early policy years, relatively higher Cash Surrender Values and relatively lower Coverage Charges, as compared with Basic Coverage.

Evidence of Insurability – is information, including medical information, satisfactory to us that is used to determine insurability and the Insured's risk classification.

Insured – is the person whose life is insured under this policy, as shown in the Policy Specifications section.

Maturity Date – is the policy anniversary nearest the Insured's 121st birthday.

Maturity Value – is the Cash Surrender Value less Policy Debt on the Maturity Date if the Insured lives to such time.

Modified Endowment Contract ("MEC") – is a less favorable tax classification of a life insurance contract under the Code. A MEC results when the funding of a life insurance contract occurs too rapidly relative to the limits prescribed by Code Section 7702A.

Monthly Processing Date – is the day each month on which the Monthly Deduction is removed from the Accumulated Value. The first Monthly Processing Date is the Policy Date. Later Monthly Processing Dates occur each month after the Policy Date on the same day of the month as the Policy Date.

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

Net Amount at Risk – is equal to the Death Benefit as of the most recent Monthly Payment Date divided by the Net Amount at Risk Factor shown in the Policy Specifications, reduced by the Accumulated Value. The Accumulated Value used in this calculation will be as of the beginning of the policy month before the Monthly Deduction is assessed. The Net Amount at Risk is used to calculate the Cost of Insurance Charge (see the Accumulated Value section).

Owner, you, and your– refer to the Owner of this policy.

Policy Date – is shown on page 3.0. Policy months, years and anniversaries are measured from this date.

Policy Debt – is the sum of all unpaid policy loans plus accrued interest.

Policy Face Amount – is the Face Amount of this policy and is used in determining the Death Benefit under this policy. The Policy Face Amount is equal to the sum of Basic Coverage Face Amount and ECV Coverage Face Amount, both as shown in the Policy Specifications. The Face Amount of each Coverage Type is set as of the Policy Date based upon the amounts requested in your application for this policy. The proportion of the Face Amount of each Coverage Type to the Policy Face Amount cannot be changed thereafter.

Policy Specifications – is the section of the policy beginning on page 3.0, which shows information specific to your policy.

Risk Class – is used in determining policy charges and is determined by us during the underwriting process. It depends on the Insured's gender, health, tobacco use, and other factors. The Risk Class of the Insured is shown in the Policy Specifications. Risk Class may also be referred to as Risk Classification.

We, our, and us – refer to Pacific Life Insurance Company.

Written Request – is a request in writing, signed by you, and accepted by us at our Administrative Office.

DEATH BENEFIT

When the Policy is In Force – This policy is effective ("In Force") as of the Policy Date, subject to your acceptance of the delivered policy and payment of the first premium. The policy remains In Force until the death of the Insured, or surrender (as described in the Surrender provision), or lapse (as described in the Lapse and Nonforfeiture Option provision if not continued In Force under a Nonforfeiture Option). If the policy is continued In Force under the Reduced Paid-Up Nonforfeiture Option, Reduced Paid-Up Insurance will continue until the policy Maturity Date. If the policy is continued In Force under the Extended Insurance Nonforfeiture Option, Extended Insurance will continue for the period described in the Extended Insurance provision. Coverage under this policy is subject to any changes made to the policy at your request, and may include decreases in 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 or is continued under a Nonforfeiture Option. This section describes how the Death Benefit is calculated. The Death Benefit on the date of death is equal to the largest of:

- The Policy Face Amount, except when the Policy is continued under the Reduced Paid-Up Insurance Nonforfeiture Option, and in that case the Reduced Paid-Up Face Amount; or
- The Minimum Death Benefit, which is the greater of 101% of the Accumulated Value or the minimum amount needed to qualify as a life insurance contract under the Code; or
- Any minimum amount needed to avoid Modified Endowment Contract classification, to the extent specified below.

For your policy to qualify as a life insurance contract for federal tax purposes, Code Section 7702 requires that it must satisfy one of two Death Benefit Qualification Tests. The Death Benefit Qualification Test that this policy is designed to satisfy is the Cash Value Accumulation Test.

Due to possible limitations in the availability of any reinsurance for this policy, we reserve the right to reduce or limit the Death Benefit prospectively in order to maintain the Net Amount at Risk at a level that will not exceed three times the Death Benefit on the Policy Date, and if such action is necessary, to require withdrawals be made from your policy for it to continue to satisfy the Cash Value Accumulation Test.

Decreasing the Face Amount – After the 5th policy year, if the policy is continued under the Extended Insurance Nonforfeiture Option, you may decrease the Policy Face Amount by Written Request, subject to any other applicable policy provisions (e.g., the MEC Tax Status provisions). In such case, the decrease will be applied proportionally to the Face Amount of each Coverage Type and will result in an immediate decrease in the Death Benefit. The Guaranteed Cash Value will also be decreased since it depends on the Face Amount of each Coverage Type. The Coverage Charge and the Surrender Charge will not decrease if the Face Amount is decreased.

Death Benefit Proceeds – The Death Benefit Proceeds (“Proceeds”) are the actual amount payable if the Insured dies while this policy is In Force. The Proceeds are equal to the Death Benefit, as of the date of death, less any Policy Debt and less any Monthly Deductions that may be due and unpaid if death occurs during a Grace Period.

We will pay the Proceeds within two months after we receive, at our Administrative Office:

- Due proof of the Insured’s death, consisting of a certified copy of the death certificate for the Insured or other lawful evidence providing equivalent information;
- Proof of the claimant’s legal interest in the proceeds; and
- Sufficient evidence that any legal impediments to payment of Proceeds that depend on parties other than us have been 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; (c) submission of information required to satisfy state and federal reporting requirements; and (d) conflicting claims.

Proceeds paid are subject to the conditions and adjustments defined in other policy provisions, such as General Provisions, Withdrawals, Policy Loans, and Timing of Payments. We will pay interest on the Proceeds from the date of death at a rate not less than the rate payable for funds left on deposit (see the Income Benefits section). If payment of Proceeds is delayed more than 31 calendar days after we receive the above requirements needed to pay the claim, we will pay additional interest at a rate of 10% annually beginning with the 31st calendar day referenced above. Proceeds are paid as a lump sum unless you choose another payment method, as described in the Income Benefits section.

PREMIUMS

Premiums – Premiums are payable in the amounts and at the intervals shown in the Policy Specifications at the beginning of the period for which the premium is billed. The initial premium is payable either at our Administrative Office or to our authorized representative before we can place your policy In Force. At your request, we will give you a premium receipt signed by one of our officers. Subsequent 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 actually delivered to our Administrative Office. Except for the initial premium, we bear no responsibility for any premium unless we have received the premium.

Premium Load – A Premium Load will be charged against the Standard Portion of the Billed Premium for each premium paid. The Premium Load is equal to the Standard Portion of the premium paid multiplied by the Premium Load Rate. The Premium Load Rate we use will not exceed the Maximum Premium Load Rate. We deduct the Premium Load at the time we receive the premium payment. We will credit the resulting Net Premium to the Accumulated Value. The Standard Portion of the Billed Premium and the Maximum Premium Load Rate are shown in the Policy Specifications.

Net Premium – As long as the Policy is not continued under the Extended Insurance Nonforfeiture Option, the Net Premium is the Standard Portion of the premium we receive, as shown in the Policy Specifications, reduced by the Premium Load. In the case of the Extended Insurance Nonforfeiture

Option, the Net Premium is the Total Premium we receive, multiplied by one minus the Premium Load Rate.

Grace Period – There is a grace period of 31 days after each premium payment due date for you to pay the premium due. Insurance coverage will continue during the grace period.

Automatic Premium Loan – Any premium not paid by the end of its grace period will be paid by charging it as a policy loan if:

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

If you have elected Automatic Premium Loan, you may later revoke the election by sending us a Written Request to that effect.

Lapse and Nonforfeiture Option – If the 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 Maximum Loan Value was insufficient to cover the premium due, this policy is subject to lapse. At least 31 days before any such lapse, we will send you, and any assignee of record, at the last known address, notice that the policy will lapse 31 days thereafter unless the premium due is paid before such time. The effective date of the lapse will be the due date of the premium not paid. At any time within 60 days after lapse, you may request the Net Cash Surrender Value in cash, in which case the policy will end, or you can provide us with a Written Request for either of the following two Nonforfeiture Options, in which case the policy can continue In Force under a Nonforfeiture Option. The two Nonforfeiture Options are:

- 1) **Reduced Paid-Up Insurance** – Under this option, the Net Cash Surrender Value will be used to buy paid-up whole life insurance. The amount of paid-up whole life insurance purchased will be determined by dividing the Net Cash Surrender Value by the Net Single Premium based on the interest and mortality shown in the Basis of Values provision. A table of Reduced Paid-Up Insurance amounts for the Guaranteed Cash Value is shown in the Policy Specifications section. If you elect Reduced Paid-Up Insurance, you may later surrender the policy for its Net Cash Surrender Value, which will be calculated using the same mortality and interest rate. 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.
- 2) **Extended Insurance** – Upon lapse, your policy will continue under Extended Insurance unless you make a Written Request to receive the Net Cash Surrender Value or to continue the policy under Reduced Paid-Up Insurance. Under Extended Insurance, coverage will continue as long as the Net Accumulated Value is sufficient to cover the Monthly Deduction due. Also, any rated portion of the premium, as shown in the Policy Specifications, will be deducted from the Accumulated Value and any Policy Debt will continue. 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 premium payments as long as the premium payment would not cause the Death Benefit to increase.

Reinstatement – If it has not been surrendered, this policy may be reinstated within five years from the date of premium default. To reinstate the policy you must provide us with:

- A written application; and
- Evidence of Insurability satisfactory to us; and
- Payment of all past due premiums with interest on each from its due date, compounded each year at an annual rate not to exceed 3.25%.

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:

- The Net Accumulated Value will be the same as it was at the beginning of the Grace Period.
- Surrender Charges and policy charges other than Cost of Insurance Charges 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.
- If there was a policy loan at time of lapse, you may choose to reinstate the policy loan. We recommend you consult your tax advisor before reinstating a policy loan.
- If reinstatement occurs on the first Monthly Payment Date after lapse and there was a loan before lapse, we will automatically reinstate the loan unless otherwise requested.
- If loan reinstatement is not requested, we will eliminate the loan by reducing the Accumulated Value by the Policy Debt.

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

ACCUMULATED VALUE

Accumulated Value – On the Policy Date, the Accumulated Value equals the Net Premium received less the first Monthly Deduction. On each day thereafter, the Accumulated Value equals:

- The Accumulated Value as of the prior day;
- Plus interest earned on such amount since the prior day;
- Plus any Net Premiums received since the prior day;
- Less any withdrawal and withdrawal fee as of the current day; and
- Less, on a Monthly Processing Date, the Monthly Deduction.

Accumulated Value Interest – We credit interest to the Accumulated Value on a daily basis using a 365-day year at a rate not less than the Guaranteed Interest Rate shown in the Policy Specifications. At our discretion, we may credit excess interest.

Accumulated Value Charges – There are charges to the Accumulated Value. The guaranteed maximum for each such charge is described below or in the rider or benefit forms. We may charge less than the guaranteed maximum charge. Any lesser charge will apply uniformly to all members of the same Class.

Monthly Deduction – A Monthly Deduction for a policy month is due on each Monthly Processing Date and is equal to the sum of the following items:

- The Coverage Charge;
- The Cost of Insurance Charge;
- Any additional Accumulated Value Charge for riders, benefits, or taxes; and
- If the policy is continued under the Extended Insurance Nonforfeiture Option, the monthly equivalent of the rated portion of the premium, as shown in the Policy Specifications.

Coverage Charge – The Coverage Charge is part of the Monthly Deduction and is equal to the sum of (1) the Coverage Charge for Basic Coverage plus (2) the Coverage Charge for ECV Coverage. The Coverage Charge for each Coverage Type is equal to the Face Amount for the Coverage Type as of the Policy Date multiplied by the Coverage Charge Rate for that Coverage Type. The Coverage Charge Rates for each Coverage Type are shown in the Policy Specifications. The Coverage Charge will not decrease even if the policy is continued under Extended Insurance or if the Policy Face Amount is decreased.

Cost of Insurance Charge – The Cost of Insurance Charge is part of the Monthly Deduction and is equal to the applicable monthly Cost of Insurance Rate multiplied by the Net Amount at Risk for the current policy month.

Cost of Insurance Rates – The current monthly Cost of Insurance Rates will be determined by us. These rates will not exceed the Guaranteed Maximum Monthly Cost of Insurance Rates shown in the Policy Specifications section. Cost of Insurance Rates will apply uniformly to all members of the same Class. Any changes in the Cost of Insurance Rates will apply uniformly to all members of the same Class.

Additional Tax-Related Charges – In addition to the charges described in this policy and notwithstanding any other provisions elsewhere in this policy, we reserve the right to impose additional charges and/or loads, to offset any 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.

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

CASH SURRENDER VALUE

Surrender – You may surrender this policy at any time for its Net Cash Surrender Value. To do so, you must send us the policy and a Written Request. The policy will terminate on the date we receive the policy and your Written Request at our Administrative Office.

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

Cash Surrender Value – The Cash Surrender Value on any date is the greater of:

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

Surrender Charge – If you surrender this policy, there may be a Surrender Charge deducted from the Accumulated Value. During the Level Period, the Surrender Charge is equal to the Total Initial Surrender Charge. After the Level Period, the Surrender Charge decreases on each Monthly Payment Date by one-twelfth of the Reduction Factor until it becomes zero after the End Year. The Total Initial Surrender Charge, Level Period, Reduction Factor and End Year are shown in the Table of Surrender Charge Factors in the Policy Specifications.

The Total Initial Surrender Charge is equal to the sum of the Initial Surrender Charge for each Coverage Type. The Initial Surrender Charge for each Coverage Type is equal to the Initial Surrender Charge Rate for the Coverage Type multiplied by the Face Amount for the Coverage Type as of the Policy Date. The Surrender Charge Rate, the Face Amount, and the resulting Initial Surrender Charge for each Coverage Type are shown in the Policy Specifications. We may use a lower Surrender Charge. Any lower charge will apply uniformly to all members of the same Class. The Surrender Charge will apply until the End Year shown in the Policy Specifications, even if the policy has been continued under the Extended Insurance Nonforfeiture Option.

Guaranteed Cash Value– The Guaranteed Cash Value at the end of each policy year is the sum of the Guaranteed Cash Value for Basic Coverage and the Guaranteed Cash Value for ECV Coverage, each as of the end of that policy year. The Guaranteed Cash Value at the end of the policy year for each Coverage Type is equal to the Guaranteed Cash Value Rate for that Coverage Type for the corresponding policy year, as shown in the Policy Specifications, multiplied by the Face Amount for that Coverage Type divided by 1000. Such Guaranteed Cash Values are applicable as long as all due premiums have been paid. The Guaranteed Cash Value on any other date will be pro-rated based on the Guaranteed Cash Values for the ends of the prior and current policy years, to which will be added the portion of any Net Premium that is attributable to the time after such date. The Guaranteed Cash Values are no longer applicable if the policy is continued under a Nonforfeiture Option.

WITHDRAWALS

Withdrawals – Upon Written Request, but only when the policy is continued In Force under the Extended Insurance Nonforfeiture Option, you may withdraw a portion of the Net Cash Surrender Value at any time, subject to these conditions:

- The withdrawal must be at least \$500;
- A withdrawal is not available in the first policy year;
- There is a withdrawal fee not to exceed \$25 for each withdrawal;
- Only one withdrawal may be made in any policy year;

- The Net Cash Surrender Value remaining after the withdrawal must be at least \$500; and
- 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.

The Accumulated Value will be reduced by the amount of the withdrawal and the withdrawal fee. If you make a Written Request for a withdrawal and then you notify us in writing of the death of the Insured before we make the withdrawal payment, we will first process the withdrawal, and then we will deduct the withdrawal amount from the Death Benefit Proceeds, unless you direct us otherwise in such written notice.

Withdrawals May Change the Policy Face Amount – If a withdrawal is taken while the policy is continued under Extended Insurance, 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 of each Coverage Type.

Exchange Right – Anytime during the 8th policy year, you may exchange this policy for any other Pacific Life policy of permanent insurance that we make available for such exchanges at the time. The Risk Class of the new policy will be the same as it is for this policy. The Face Amount of the new policy can be any amount up to a maximum of the Face Amount for this policy, subject to any minimum requirement for the new policy. In the event of such an exchange, there will be no Surrender Charge imposed on this policy, and no Evidence of Insurability will be required.

POLICY LOANS

Policy Loans – You may obtain loans by Written Request after the Free Look Period, on the sole security of the Accumulated Value of this policy.

Loan Amount Available – The amount of the loan must be at least \$200. 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 = the Surrender Charge; and

E = 3 times the most recent Monthly Deduction.

Loan Interest – Interest will accrue daily at an annual rate of 3.25% and is due at the end of each policy year. Interest not paid when due will be added to the loan principal and bear interest at the same rate.

Loan Repayment – Loans may be repaid at any time prior to lapse or surrender of this policy. Any payment we receive from you while you have a loan will be first considered a premium payment, unless you tell us by Written Request it is a loan repayment. If this policy does lapse or surrender with an outstanding loan balance, the Policy Debt will be automatically 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 advisor before allowing your policy to lapse or surrender with an outstanding policy loan.

INCOME BENEFITS

Income Benefits – In lieu of a lump sum, policy proceeds can be used to purchase a monthly income as described in this section. Surrender or withdrawal benefits may be used to buy a lifetime monthly income as long as each payment is at least \$100. Death benefits may be used to buy a monthly income for the life of the beneficiary(ies). The purchase rates shown in this section are based on the Annuity 2000 mortality table with interest at 2%. We may require evidence of survival for any lifetime income payments that extend past the guaranteed period, if any. The purchase rates for the monthly income will be set by us at the time the monthly income is bought. However, the monthly income for each \$1,000 of benefit

amount will always be at least as large as that shown in the tables below. The following income options are available:

Option 1 – Life Income Only . Under this option, the monthly income will be paid for the life of the payee.

Age	Monthly Income	Age	Monthly Income	Age	Monthly Income	Age	Monthly Income	Age	Monthly Income
0-30	2.50	40	2.80	50	3.27	60	4.04	70	5.46
31	2.52	41	2.84	51	3.33	61	4.14	71	5.66
32	2.55	42	2.88	52	3.39	62	4.25	72	5.88
33	2.57	43	2.92	53	3.46	63	4.37	73	6.12
34	2.60	44	2.96	54	3.53	64	4.50	74	6.38
35	2.63	45	3.01	55	3.60	65	4.63	75+	6.66
36	2.66	46	3.05	56	3.68	66	4.77		
37	2.69	47	3.10	57	3.76	67	4.93		
38	2.73	48	3.15	58	3.85	68	5.09		
39	2.76	49	3.21	59	3.94	69	5.27		

Option 2 – Life Income with 10-Year Period Certain. Under this option, the monthly income is guaranteed to continue for a period of at least ten years, and will then continue for the life of the payee.

Age	Monthly Income	Age	Monthly Income	Age	Monthly Income	Age	Monthly Income	Age	Monthly Income
0-30	2.50	40	2.80	50	3.26	60	4.00	70	5.25
31	2.52	41	2.83	51	3.31	61	4.09	71	5.42
32	2.55	42	2.87	52	3.38	62	4.20	72	5.59
33	2.57	43	2.91	53	3.44	63	4.31	73	5.78
34	2.60	44	2.96	54	3.51	64	4.42	74	5.96
35	2.63	45	3.00	55	3.58	65	4.54	75+	6.16
36	2.66	46	3.05	56	3.65	66	4.67		
37	2.69	47	3.09	57	3.73	67	4.80		
38	2.72	48	3.15	58	3.82	68	4.95		
39	2.76	49	3.20	59	3.90	69	5.10		

Option 3 – Joint and Survivor Life Income with 10-Year Period Certain. Under this option, the monthly income is guaranteed to continue for a period of at least ten years, and then will continue as long as at least one of the two payees is alive. The purchase rates for representative age combinations are shown below. Monthly incomes for other age combinations will be calculated on the same basis.

MONTHLY INCOMES FOR REPRESENTATIVE AGE COMBINATIONS

Female Age	Male Age								
	50	55	60	61	62	63	64	65	70
50	2.98	3.07	3.13	3.14	3.15	3.16	3.17	3.18	3.21
55	3.11	3.24	3.35	3.37	3.39	3.40	3.42	3.44	3.50
60	3.22	3.41	3.58	3.61	3.64	3.67	3.69	3.72	3.83
61	3.24	3.44	3.62	3.65	3.69	3.72	3.75	3.78	3.90
62	3.26	3.47	3.66	3.70	3.74	3.77	3.81	3.84	3.98
63	3.28	3.50	3.71	3.75	3.79	3.83	3.86	3.90	4.06
64	3.30	3.52	3.75	3.80	3.84	3.88	3.92	3.96	4.13
65	3.32	3.55	3.79	3.84	3.89	3.93	3.98	4.02	4.21
70	3.39	3.67	3.99	4.05	4.12	4.18	4.25	4.31	4.62

Option 4 – Fixed Income. Equal payments of the amount chosen by you. Interest of not less than 2% per year will be credited to the funds left on deposit until they are exhausted.

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, subject to our receipt of it. 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.

Assignment – You may assign this policy by Written Request. An assignment will take place only when recorded at our Administrative Office. When received, the assignment will take effect as of the date the Written Request was signed. Any rights created by the assignment will be subject to any payments made or actions taken by us before the change is recorded. We will not be responsible for the validity of any assignment.

Beneficiary – The beneficiary is named by you in the application to receive the Death Benefit proceeds. You may name one or more beneficiaries. If you name more than one beneficiary, they will share the Death Benefit proceeds equally or as you may otherwise specify by Written Request. If you have named a contingent beneficiary, that person becomes the beneficiary if the beneficiary dies before the Insured. A beneficiary may not, at 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 of beneficiary by Written Request on a form provided by us while the policy is In Force. The change will take place as of the date the request is signed. 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. You may designate a permanent beneficiary whose rights under the policy cannot be changed without his or her written consent.

The interest of a beneficiary who does not outlive the Insured will be divided pro rata among the surviving beneficiaries. If no beneficiaries survive to receive payment, the death proceeds will pass to the Owner, or the Owner's estate if the Owner does not survive to receive payment. 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 last.

GENERAL PROVISIONS

Entire Contract – This policy is a contract between you and us. This policy, the attached copy of the initial Application, including any amendments and endorsements to the Application, any applications for reinstatement, 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. 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 and any withdrawals taken. No Death Benefit will be paid. Unless you fail to pay required premiums, this policy cannot be contested, except as provided below, after it has been in force for two years during the Insured's lifetime.

If this policy lapses and is later reinstated, we will not contest the reinstated policy unless there was a material misrepresentation in the Application required for reinstatement. 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 and any withdrawals taken after the reinstatement date. No Death Benefit will be paid. We will not contest the reinstated policy after it has been in force for two years following such reinstatement during the Insured's lifetime.

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 unless there was a material misrepresentation in the Application required for the change. 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. We will not contest any such change after two years following the effective date of the change during the Insured's lifetime.

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 two years of the Policy Date, the Death Benefit Proceeds will be limited to an amount equal to the sum of the premiums paid, 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 two years of the latest reinstatement date, the Death Benefit Proceeds will be limited to an amount equal to the sum of the premiums paid 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, the amount of the Death Benefit shall be the Death Benefit that the premiums paid would have bought for the correct sex and birth date, or if greater, the Minimum Death Benefit for the policy to qualify as a life insurance contract under the Code.

Basis of Values – All nonforfeiture values for this policy will be at least equal to the minimums required by the state in which this policy was delivered. A detailed statement showing how such values are determined has been filed with the insurance department in states that require such filing. To calculate the minimum required nonforfeiture values, we use the Guaranteed Interest Rate shown in the Policy Specifications and mortality rates from the 2001 CSO mortality tables using age nearest birthday. The rates we use are the same for both smokers and nonsmokers and are sex-distinct unless this policy is issued on a unisex basis, in which case gender-blended rates are used (80% male, 20% female).

Timing of Payments – We may defer payment of any loan, Net Cash Surrender Value or withdrawal for up to six months after we receive your request. If it is necessary to defer any such payment, it will be done for all policies of this same form number and if deferral is for 30 or more days, we will pay interest at a rate of at least 3% annually.

Reports – A report will be mailed to you at the end of each policy year to your last known address. This report will show the following information as of the policy anniversary:

- The Accumulated Value;
- The Cash Surrender Value;
- Premiums paid and charges made during the policy year;
- Any existing Policy Debt; 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. 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 \$25 for each illustration in excess of one per policy year.

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. To achieve these purposes, the provisions of this policy, including any rider or endorsement that does not specifically override these tax qualification provisions, 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. Appropriate adjustments may be made in the Monthly Deduction, Accumulated Value or Guaranteed Cash Value to reflect such a minimum Death Benefit amount. **As of the effective date of the filing of this policy in the state in which it was delivered, the Internal Revenue Service has not issued any published guidance on the tax treatment of life insurance policies that continue coverage beyond Age 100. You should consult your tax advisor, as there may be adverse tax consequences with certain forms of such continued coverage.**

If you request a decrease in policy or rider benefits, it may cause a reduction in any applicable limits on premiums or cash values for the policy to qualify as a life insurance contract under federal tax law. Such a reduction in these limits may require us to make a distribution from the policy equal to the greatest amount by which the premiums paid or cash values for the policy, as determined under federal tax law, exceed any such reduced limits, 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 the resulting reduction in such tax limits would require us to distribute more than the Net Cash Surrender Value for the policy.

MEC Tax Status – Unless and until you have given us a Written Request to accept a MEC classification for your policy, the provisions of this MEC 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 these tax qualification provisions) shall be interpreted to prevent this policy from being subject to such MEC treatment, 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 avoid such MEC treatment.

We will not accept a payment as premium or otherwise which would cause the policy to become a MEC. The 7-Pay Premium, shown on Page 3.0, 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, a Death Benefit Option

change that would cause a reduction in the Total Face Amount, and a withdrawal that would cause a reduction in the Total Face Amount.

Tax Status – This policy's Tax Status ("Qualified" or "Non-Qualified") as of the Policy Date is shown in the Policy Specifications section. If the Tax Status of this policy was shown as Qualified as of the Policy Date, it means that we were notified by you or some fiduciary (e.g., a trustee) that this policy is to be held as part of some tax-qualified plan or other arrangement that was qualified as of the Policy Date to receive favorable tax treatment under the Code. If such plan or arrangement loses such tax-qualified status, or if the ownership of the policy changes and the new owner is not so tax-qualified, you must inform us of that fact within 30 days of the change.

Compliance – We reserve the right to make any change to the terms 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 delivered. You have the right to refuse any such change unless the change is required by law.

Sample Policy

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WHOLE LIFE INSURANCE POLICY

- **Death Benefit Payable If Insured Dies Before Maturity Date**
- **Maturity Value Payable If Insured Lives to Maturity Date**
- **Premiums Payable Before Maturity Date**
- **Non-Participating**