PACIFIC LIFE

Statutory Prospectus dated May 1, 2023 for

Pacific Advisory Variable Annuity

Pacific Life Insurance Company

Supplement dated September 1, 2023 to the Initial Summary Prospectus, Updating Summary Prospectus and Statutory Prospectus dated May 1, 2023 for the Pacific Advisory Variable Annuity contracts issued by Pacific Life Insurance Company and Pacific Advisory Variable Annuity contracts issued by Pacific Life & Annuity Company

The purpose of this supplement is to update certain underlying fund information. This supplement must be preceded or accompanied by the Initial Summary Prospectus, Updating Summary Prospectus, or Statutory Prospectus (collectively, the "Prospectus") for your Contract, as supplemented. Capitalized terms used in this supplement are defined in your Prospectus unless otherwise defined herein. "We", "us", or "our" refer to Pacific Life Insurance Company or Pacific Life & Annuity Company, as applicable; "you" or "your" refer to the Contract Owner. You can obtain a copy of the current Prospectus by contacting us at (800) 722-4448 or (800) 748-6907 for New York Contracts, or online at PacificLife.com/Prospectuses. Please retain this supplement for future reference.

The underlying fund information related to Current Expenses in the* APPENDIX: FUNDS AVAILABLE UNDER THE CONTRACT section *is deleted and replaced with the following underlying fund information:

Investment Objective	**Fund;** Advisor (Subadvisor)	**Current Expenses**	**Average Annual Total Returns (as of 12/31/22)**		
			1 Year	**5 Year**	**10 Year**
Seeks high total investment return.	**BlackRock Global Allocation V.I. Fund Class I;** BlackRock Advisors, LLC	0.77%[1]	-15.86%	3.50%	5.06%

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

Supplement dated May 10, 2023 to the Initial Summary Prospectuses, Updating Summary Prospectuses and Statutory Prospectus dated May 1, 2023 for the Pacific Advisory Variable Annuity contracts issued by Pacific Life Insurance Company and Pacific Life & Annuity Company

The purpose of this supplement is to update certain underlying fund information. This supplement must be preceded or accompanied by the Initial Summary Prospectus, Updating Summary Prospectus, or Statutory Prospectus (collectively, the "Prospectus") for your Contract, as supplemented. Capitalized terms used in this supplement are defined in your Prospectus unless otherwise defined herein. "We", "us", or "our" refer to Pacific Life Insurance Company or Pacific Life & Annuity Company, as applicable; "you" or "your" refer to the Contract Owner. You can obtain a copy of the current Prospectus by contacting us at (800) 722-4448, or (800) 748-6907 for New York Contracts or online at PacificLife.com/Prospectuses. Please retain this supplement for future reference.

Effective May 1, 2023, the underlying fund information related to Current Expenses in the* APPENDIX: FUNDS AVAILABLE UNDER THE CONTRACT section *will be deleted and replaced with the following:

Fund; Advisor (Subadvisor)	**Current Expenses**
Franklin Small-Mid Cap Growth VIP Fund Class 1; Franklin Advisers, Inc.	0.84%[1]
Goldman Sachs VIT Strategic Growth Fund Institutional Shares; Goldman Sachs Asset Management, L.P.	0.75%[1]
PIMCO Emerging Markets Bond Portfolio Institutional Class; Pacific Investment Management Company, LLC	0.89%
PIMCO Long-Term U.S. Government Portfolio Institutional Class; Pacific Investment Management Company, LLC	1.13%
PIMCO Low Duration Portfolio Institutional Class; Pacific Investment Management Company, LLC	0.52%
PIMCO Total Return Portfolio Institutional Class; Pacific Investment Management Company, LLC	0.52%
T. Rowe Price Blue Chip Growth Portfolio; T. Rowe Price Associates, Inc.	0.75%[1]

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

Form No. PAVASUP0523
PAVANYSUP0523

Supplement dated May 1, 2023 to the Statutory Prospectus and Initial Summary Prospectus dated May 1, 2023 for the Pacific Advisory Variable Annuity individual flexible premium deferred variable annuity contracts issued by Pacific Life Insurance Company

Capitalized terms used in this supplement are defined in the Pacific Advisory Variable Annuity contract statutory prospectus ("Prospectus") unless otherwise defined herein. ''We,'' ''us,'' or ''our'' refer to Pacific Life Insurance Company; ''you'' or ''your'' refer to the Contract Owner.

This Rate Sheet Prospectus Supplement ("Supplement") should be read, retained, and used in conjunction with the effective Prospectus and replaces and supersedes any previously issued Rate Sheet Prospectus Supplement. If you would like another copy of a current prospectus, you may obtain one by visiting PacificLife.com/Prospectuses or by calling us at (800) 722-4448 to request a free copy. All Rate Sheet Prospectus Supplements are filed and available on the EDGAR system at www.sec.gov by typing "Pacific Advisory Variable Annuity" under EDGAR Search Tools - Variable Insurance Products.

We are issuing this Supplement to provide current rate information for the Annual Charge, Annual Credit, and Withdrawal Percentages for the Portfolio Income Protector (Single) or (Joint) optional riders in effect on or after the date below. For complete information about Portfolio Income Protector (Single) or (Joint), see the Prospectus.

The percentages below apply for applications signed on or after May 1, 2023.

This Supplement has no specified end date and can be superseded at any time subject to certain notice requirements. The rate information in this Supplement may not be superseded or changed until a new Supplement is filed at least 10 business days before the effective date of the new Supplement. Please work with your financial professional, visit www.PacificLife.com or call us at (800) 722-4448 to confirm the most current percentages.

The current Annual Charge and Annual Credit are the following:

Rider Name	Annual Charge Percentage	Annual Credit Percentage
Portfolio Income Protector (Single)	1.25%	5.0%
Portfolio Income Protector (Joint)	1.35%	5.0%

The current Withdrawal Percentages are the following:

Age*	Portfolio Income Protector (Single)	Portfolio Income Protector (Joint)
Before 59½	0%	0%
59½	5.25%	4.75%
60	5.25%	4.75%
61	5.25%	4.75%
62	5.25%	4.75%
63	5.25%	4.75%
64	5.25%	4.75%
65	5.50%	5.00%
66	5.50%	5.00%
67	5.50%	5.00%
68	5.50%	5.00%
69	5.50%	5.00%
70	5.50%	5.00%
71	5.50%	5.00%
72	5.50%	5.00%
73	5.50%	5.00%
74	5.50%	5.00%

Age*	Portfolio Income Protector (Single)	Portfolio Income Protector (Joint)
75	5.75%	5.25%
76	5.75%	5.25%
77	5.75%	5.25%
78	5.75%	5.25%
79	5.75%	5.25%
80	5.75%	5.25%
81	5.75%	5.25%
82	5.75%	5.25%
83	5.75%	5.25%
84	5.75%	5.25%
85 and older	5.75%	5.25%

* The Age range that applies is based on the age of the Designated Life (Single) or the youngest Designated Life (Joint) at the time of the first withdrawal after age 59½ or the first withdrawal after an Automatic Reset occurs.

In order for you to receive the percentages reflected above, your application must be signed on or after the date referenced above, your application must be received, In Proper Form, within 14 calendar days after the application sign date, and we must receive, In Proper Form, the initial Purchase Payment within 60 calendar days after the application sign date. Once the rider is issued, your percentages will not change as long as you own the rider (even if an Automatic Reset occurs as described in the *Reset of Protected Payment Base* subsection within each rider).

Subject to meeting the timelines referenced above, on the issue date, if current percentage rates have changed since the date you signed your application, the following will apply:

- If the Annual Credit Percentage increased, you will receive the higher percentage in effect on the issue date.
- If any Withdrawal Percentage increased, you will receive the higher percentages in effect on the issue date.
- If the Annual Charge Percentage decreased, you will receive the lower percentage in effect on your issue date.

However, if the Annual Credit and/or any Withdrawal Percentage decreased, or the Annual Charge Percentage increased, you will receive the Annual Credit, Withdrawal and Annual Charge Percentages in effect on the date you signed your application.

If the necessary paperwork and initial Purchase Payment are not received within the timeframes stated above, or you elect to purchase a rider within 60 calendar days after the Contract issue date, you will receive the applicable percentages in effect as of the Contract issue date.

If you purchased a rider, review the Supplement provided to you at Contract issue, review the rider specifications page you receive for your Contract, speak with your financial professional, or call us to confirm the percentages applicable to you.

Please work with your financial professional or call us at (800) 722-4448 prior to submitting your paperwork if you have any questions.

Form No. PAVARS0523

Pacific Advisory Variable Annuity describes individual flexible premium deferred variable annuity contracts issued by Pacific Life Insurance Company ("Pacific Life") through Separate Account A of Pacific Life. This variable annuity is intended to be purchased by Contract Owners that have engaged a financial professional for ongoing investment advisory services and the financial professional will manage their Contract for an advisory fee. The advisory fee that the financial professional charges the Contract Owner is covered in a separate agreement between the Contract Owner and the financial professional, and is separate from, and in addition to, the variable annuity fees and expenses that are described in this Prospectus. If the Contract Owner elects to pay an advisory fee from his or her Contract Value, then this deduction will reduce the death benefits, may reduce benefits under an optional benefit rider, and may be subject to federal and state income taxes, and a 10% federal tax penalty. For further details, please speak with your financial professional and your tax advisor. For more information, see **WITHDRAWALS – Optional Withdrawals** – *Withdrawals to Pay Advisory Fees* and **FEDERAL TAX ISSUES – Non-Qualified Contracts-General Rules** – *Taxes Payable on Withdrawals Prior to the Annuity Date, 10% Tax Penalty Applicable to Certain Withdrawals and Annuity Payments, and the Advisory Fees* subsections.

In this Statutory Prospectus ("Prospectus"), *you* and *your* mean the Contract Owner or Policyholder. *Pacific Life, we, us* and *our* refer to Pacific Life Insurance Company. *Contract* means a Pacific Advisory Variable Annuity contract, unless we state otherwise.

You should be aware that the Securities and Exchange Commission ("SEC") has not approved or disapproved of the securities or passed upon the accuracy or adequacy of the disclosure in this Prospectus. Any representation to the contrary is a criminal offense.

Additional information about certain investment products, including variable annuities, has been prepared by the SEC's staff and is available at Investor.gov.

If you are a new investor in the Contract, you may cancel your Contract within 10 days of receiving it without paying fees or penalties. In some states, this cancellation period may be longer. Upon cancellation, you will receive either a full refund of the amount you paid with your application or your total Contract value plus a refund of any amount used to pay premium taxes and/or any other taxes. You should review this prospectus and consult with your financial professional for additional information about the specific cancellation terms that apply.

This Contract is not available in all states. This Prospectus is not an offer in any state or jurisdiction where we are not legally permitted to offer the Contract. This Contract is subject to availability, is offered at our discretion, and may be discontinued for purchase at any time. The Contract is described in detail in this Prospectus and its SAI. A Fund is described in its Prospectus and its SAI. No one has the right to describe the Contract or a Fund any differently than they have been described in these documents.

This material is not intended to be used, nor can it be used by any taxpayer, for the purpose of avoiding U.S. federal, state or local tax penalties. Pacific Life, its distributors and their respective representatives do not provide tax, accounting or legal advice. Any taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

This Contract is not a deposit or obligation of, or guaranteed or endorsed by, any bank. It's not federally insured by the Federal Deposit Insurance Corporation (FDIC), the Federal Reserve Board, or any other government agency. Investment in a Contract involves risk, including possible loss of principal.

TABLE OF CONTENTS

SPECIAL TERMS

Some of the terms we've used in this Prospectus may be new to you. We've identified them in the Prospectus by capitalizing the first letter of each word. You will find an explanation of what they mean below.

If you have any questions, please ask your financial professional or call us at (800) 722-4448. Financial professionals may call us at (833) 953-1863.

Account Value – The amount of your Contract Value allocated to a specified Variable Investment Option.

Annuitant – A person on whose life annuity payments may be determined. An Annuitant's life may also be used to determine death benefits, in the case of a Non-Natural Owner, and to determine the Annuity Date. A Contract may name a single ("sole") Annuitant or two ("Joint") Annuitants. You may choose a Contingent Annuitant only if you have a sole Annuitant (cannot have Joint Annuitants and a Contingent Annuitant at the same time). If you name Joint Annuitants or a Contingent Annuitant, "the Annuitant" means the sole surviving Annuitant, unless otherwise stated. See **ADDITIONAL INFORMATION – State Considerations** for Contracts issued in California.

Annuity Date – The date specified in your Contract, or the date you later elect, if any, for the start of annuity payments if the Annuitant (or Joint Annuitants) is (or are) still living and your Contract is in force; or if earlier, the date that annuity payments actually begin. The maximum annuity date is dated in your Contract and is the latest date we will begin paying you an annuity income.

Annuity Option – Any one of the income options available for a series of payments after your Annuity Date.

Beneficiary – A person who may have a right to receive any death benefit proceeds before the Annuity Date or any remaining annuity payments after the Annuity Date, if any Owner (or Annuitant in the case of a Non-Natural Owner) dies. See **ADDITIONAL INFORMATION – State Considerations** for Contracts issued in California.

Business Day – Any day on which the value of an amount invested in a Variable Investment Option is required to be determined, which currently includes each day that the New York Stock Exchange is open for trading, an applicable underlying Fund is open for trading, and our administrative offices are open. The New York Stock Exchange and our administrative offices are closed on weekends and on the following holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Juneteenth Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day, and the Friday before New Year's Day, July Fourth or Christmas Day if that holiday falls on a Saturday, the Monday following New Year's Day, July Fourth or Christmas Day if that holiday falls on a Sunday, unless unusual business conditions exist, such as the ending of a monthly or yearly accounting period. An underlying Fund may be closed when other federal holidays are observed such as Columbus Day and Veterans Day. See the underlying Fund prospectus. In this Prospectus, "day" or "date" means Business Day unless otherwise specified. If any transaction or event called for under a Contract is scheduled to occur on a day that is not a Business Day, such transaction or event will be deemed to occur on the next following Business Day unless otherwise specified. Any systematic pre-authorized transaction scheduled to occur on December 30 or December 31 where that day is not a Business Day will be deemed an order for the last Business Day of the calendar year and will be calculated using the applicable Subaccount Unit Value at the close of that Business Day. Special circumstances such as leap years and months with fewer than 31 days are discussed in the **Corresponding Dates** section of the SAI.

Code – The Internal Revenue Code of 1986, as amended.

Contingent Annuitant – A person, if named in your Contract, who will become your sole surviving Annuitant if your existing sole Annuitant should die before your Annuity Date. See **ADDITIONAL INFORMATION – State Considerations** for Contracts issued in California.

Contingent Beneficiary – A person, if any, you select to become the Beneficiary if the Beneficiary predeceases the Owner (or Annuitant in the case of a Non-Natural Owner).

Contract Anniversary – The same date, in each subsequent year, as your Contract Date.

Contract Date – The date we issue your Contract. Contract Years, Contract Anniversaries, Contract Semi-Annual Periods, Contract Quarters and Contract Months are measured from this date.

Contract Owner, Owner, Policyholder, you, or your – Generally, a person who purchases a Contract and makes the Investments. A Contract Owner has all rights in the Contract, including the right to make withdrawals, designate and change beneficiaries, transfer amounts among Investment Options, and designate an Annuity Option. If your Contract names Joint Owners, both Joint Owners are Contract Owners and share all such rights. Except in the case of a Non-Natural Owner, the Owner's life is used to determine death benefits. See **ADDITIONAL INFORMATION – State Considerations** for Contracts issued in California.

Contract Value – As of the end of any Business Day, the sum of your Variable Account Value, the value of any other Investment Option added to the Contract by Rider or Endorsement.

Contract Year – A year that starts on the Contract Date or on a Contract Anniversary.

Earnings – As of the end of any Business Day, your Earnings equal your Contract Value less your aggregate Purchase Payments, which are reduced by withdrawals of prior Investments.

Fund – One of the underlying funds offered by a registered open-end management investment company as Variable Investment Options under the Contract.

General Account – Our General Account consists of all of our assets other than those assets allocated to Separate Account A or to any of our other investment separate accounts.

In Proper Form – This is the standard we apply when we determine whether an instruction is satisfactory to us. An instruction (in writing or by other means that we accept (*e.g.* via telephone or electronic submission)) is considered to be in proper form if it is received at our Service Center in a manner that is satisfactory to us, such that is sufficiently complete and clear so that we do not have to exercise any discretion to follow the instruction, including any information and supporting legal documentation necessary to effect the transaction. Any forms that we provide will identify any necessary supporting documentation. We may, in our sole discretion, determine whether any particular transaction request is in proper form, and we reserve the right to change or waive any in proper form requirements at any time.

Investment ("Purchase Payment") – An amount paid to us by or on behalf of a Contract Owner as consideration for the benefits provided under the Contract.

Investment Option – A Variable Investment Option or any other Investment Option added to the Contract by Rider or Endorsement.

Joint Annuitant – If your Contract is a Non-Qualified Contract, you may name two Annuitants, called "Joint Annuitants," in your application for your Contract. Special restrictions may apply for Qualified Contracts.

Non-Natural Owner – A corporation, trust or other entity that is not a (natural) person.

Non-Qualified Contract – A Contract other than a Qualified Contract.

Policyholder – The Contract Owner.

Primary Annuitant – The individual that is named in your Contract, the events in the life of whom are of primary importance in affecting the timing or amount of the payout under the Contract.

Purchase Payment ("Investment") – An amount paid to us by or on behalf of a Contract Owner as consideration for the benefits provided under the Contract.

Qualified Contract – A Contract that qualifies under the Code as an individual retirement annuity or account (IRA), or form thereof, or a Contract purchased by a Qualified Plan, qualifying for special tax treatment under the Code.

Qualified Plan – A retirement plan that receives favorable tax treatment under Section 401, 403, 408, 408A or 457 of the Code.

SEC – Securities and Exchange Commission.

Separate Account A (the "Separate Account") – A separate account of ours registered as a unit investment trust under the Investment Company Act of 1940, as amended (the "1940 Act").

Subaccount – An investment division of the Separate Account. Each Subaccount invests its assets in shares of a corresponding Fund.

Subaccount Annuity Unit – Subaccount Annuity Units (or "Annuity Units") are used to measure variation in variable annuity payments. To the extent you elect to convert all or some of your Contract Value into variable annuity payments, the amount of each annuity payment (after the first payment) will vary with the value and number of Annuity Units in each Subaccount attributed to any variable annuity payments. At annuitization (after any applicable premium taxes and/or other taxes are paid), the amount annuitized to a variable annuity determines the amount of your first variable annuity payment and the number of Annuity Units credited to your annuity in each Subaccount. The value of Subaccount Annuity Units, like the value of Subaccount Units, is expected to fluctuate daily, as described in the definition of Unit Value.

Subaccount Unit – Before your Annuity Date, each time you allocate an amount to a Subaccount, your Contract is credited with a number of Subaccount Units in that Subaccount. These Units are used for accounting purposes to measure your Account Value in that Subaccount. The value of Subaccount Units is expected to fluctuate daily, as described in the definition of Unit Value.

Unit Value – The value of a Subaccount Unit ("Subaccount Unit Value") or Subaccount Annuity Unit ("Subaccount Annuity Unit Value"). Unit Value of any Subaccount is subject to change on any Business Day in much the same way that the value of a mutual fund share changes each day. The fluctuations in value reflect the investment results, expenses of and charges against the Fund in which the Subaccount invests its assets. Fluctuations also reflect charges against the Separate Account. Changes in Subaccount Annuity Unit Values also reflect an additional factor that adjusts Subaccount Annuity Unit Values to offset our Annuity Option Table's implicit assumption of an annual investment return of 4%. The effect of this assumed investment return is explained in detail in the **Variable Annuity Payment Amounts** section of the SAI. Unit Value of a Subaccount Unit or Subaccount Annuity Unit on any Business Day is measured as of the close of the New York Stock Exchange on that Business Day, which usually closes at 4:00 p.m., Eastern time, although it occasionally closes earlier.

Variable Account Value – The aggregate amount of your Contract Value allocated to all Subaccounts.

Variable Investment Option – A Fund available under this Contract that is part of the Separate Account.

IMPORTANT INFORMATION YOU SHOULD CONSIDER ABOUT THE CONTRACT

<table>
<tr><th colspan="4">FEES AND EXPENSES</th><th>LOCATION IN PROSPECTUS</th></tr>
<tr><td>Charges for Early Withdrawals</td><td colspan="3">There is no withdrawal charge.</td><td>Overview of the Contract</td></tr>
<tr><td>Transaction Charges</td><td colspan="3">Currently, we do not charge a transfer fee (transfers between Investment Options) but we reserve the right to charge a transfer fee in the future and may charge $25 for each transfer above 25 transfers in a calendar year. There are no other transaction charges under this Contract (for example, sales loads, or wire transfer fees).</td><td></td></tr>
<tr><td rowspan="8">Ongoing Fees and Expenses (annual charges)</td><td colspan="3">The table below describes the fees and expenses that you may pay each year, depending on the options you choose. Please refer to your Contract specifications page for information about the specific fees you will pay each year based on the options you have elected. Advisory fees for services provided by your financial professional taken from your Contract Value or other assets and are not reflected in the Annual Fees below. If such fees were reflected, the annual costs of your Contract would be higher.</td><td rowspan="8">Charges, Fees and Deductions

Withdrawals – Optional Withdrawals – Withdrawals to Pay Advisory Fees

Appendix: Funds Available Under the Contract

Charges, Fees and Deductions – Living Benefit Rider Charges

Charges, Fees and Deductions – Mortality and Expense Risk Charge and Optional Death Benefit Rider Charge</td></tr>
<tr><td>ANNUAL FEES</td><td>MINIMUM</td><td>MAXIMUM</td></tr>
<tr><td>1. Base Contract</td><td>0.45%[1]</td><td>0.45%[1]</td></tr>
<tr><td>2. Investment Options (Fund fees and expenses)</td><td>0.03%[2]</td><td>4.32%[2]</td></tr>
<tr><td>3. Optional Benefits (for a single optional benefit, if elected)</td><td>0.15%[3]</td><td>2.75%[3]</td></tr>
<tr><td colspan="3">Because your Contract is customizable, the choices you make affect how much you will pay. To help you understand the cost of owning your Contract, the following table shows the lowest and highest cost you could pay <u>each year based on current charges</u>.</td></tr>
<tr><td>Lowest Annual Cost: $457.97</td><td colspan="2">Highest Annual Cost: $5,887.93</td></tr>
<tr><td>Assumes:
• Investment of $100,000
• 5% annual appreciation
• Least expensive combination of base Contract and Fund fees and expenses
• No optional benefits
• No sales charges or advisory fees
• No additional purchase payments, transfers, or withdrawals</td><td colspan="2">Assumes:
• Investment of $100,000
• 5% annual appreciation
• Most expensive combination of base Contract, optional benefits, and Fund fees and expenses
• No sales charges or advisory fees
• No additional purchase payments, transfers, or withdrawals</td></tr>
</table>

[1] As a percentage of the average daily Variable Account Value. This percentage includes the Mortality and Expense Risk Charge, the Administrative Fee, and the Investment Platform Fee.

[2] As a percentage of Fund assets.

[3] As a percentage of the Protected Payment Base (for an optional living benefit) and average daily Variable Account Value (for an optional death benefit).

RISKS		LOCATION IN PROSPECTUS
Risk of Loss	You can lose money by investing in the Contract, including loss of principal.	**Principal Risks of Investing in the Contract**
Not a Short-Term Investment	This Contract is not a short-term investment and is not appropriate for an investor who needs ready access to cash. The benefits of tax deferral, long-term income, and living benefits are generally more beneficial to investors with a long-term investment horizon.	**Principal Risks of Investing in the Contract**
Risks Associated with Investment Options	An investment in this Contract is subject to the risk of poor investment performance and can vary depending on the performance of the Investment Options available under the Contract (e.g. Funds). Each Investment Option will have its own unique risks. You should review, working with your financial professional, the Investment Options before making an investment decision.	**Principal Risks of Investing in the Contract** **Appendix: Funds Available Under the Contract**
Insurance Company Risks	Investment in the Contract is subject to the risks related to us, and any obligations, guarantees, or benefits are subject to our claims-paying ability. If we experience financial distress, we may not be able to meet our obligations to you. More information about us, including our financial strength ratings, is available upon request by calling (800) 722-4448 or visiting our website at www.PacificLife.com.	**Principal Risks of Investing in the Contract**

RESTRICTIONS		LOCATION IN PROSPECTUS
Investments	Transfers between Variable Investment Options are limited to 25 each calendar year. Transfers to or from a Variable Investment Option cannot be made before the seventh calendar day following the last transfer to or from the same Variable Investment Option. Additional Fund transfer restrictions apply, such as transfer restrictions imposed by the Funds. Certain Funds may stop accepting additional investments into the Fund or a Fund may liquidate. In addition, if a Fund determines that excessive trading has occurred, they may limit your ability to continue to invest in their Fund for a certain period of time. We reserve the right to remove, close to new investment, or substitute Funds as Investment Options.	**Transfers and Market-Timing Restrictions** **Appendix: Funds Available Under the Contract**

RESTRICTIONS		LOCATION IN PROSPECTUS
Optional Benefits	Certain optional living benefits limit or restrict the Investment Options that you may select under the Contract. We may change these limits or restrictions in the future. Withdrawals that exceed withdrawal limits specified by an optional living benefit may affect the availability of the benefit, by reducing the benefit by an amount greater than the value withdrawn, and/or could terminate the benefit. We may stop offering an optional living benefit or optional death benefit at any time, including for current Contract Owners who have not yet purchased the rider. We reserve the right to reject or restrict, at our discretion, any additional Purchase Payments for a rider and, as a result, we will not accept Purchase Payments for your Contract. You will not be able to increase protected amounts or your Contract Value through additional Purchase Payments. Certain Owners of Qualified Contracts may borrow against their Contracts. Otherwise loans from us are not permitted. You may have only one loan outstanding at any time. The minimum loan amount is $1,000, subject to certain state limitations. The maximum loan amount may not exceed the lesser of 50% of the amount available for withdrawal under this Contract or $50,000 less your highest outstanding Contract Debt during the 12-month period immediately preceding the effective date of your loan. The interest charged on your Contract Debt will be a 5% fixed annual rate and the amount held in the Loan Account to secure your loan will earn a 3% annual return. Therefore, the net amount of interest you will pay on your loan will be 2% annually. Taking a loan may have tax consequences. Taking a loan while an optional living benefit Rider is in effect will terminate your Rider.	**Death Benefits** **Death Benefit Riders** **Living Benefit Riders** **Withdrawals** **Additional Information – Loans and Qualified Contacts – General Rules** **Appendix: Funds Available Under the Contract**

TAXES		LOCATION IN PROSPECTUS
Tax Implications	Consult with a tax professional to determine the tax implications of an investment in and payments received under the Contract. It is important to know that IRAs and qualified plans are already tax-deferred which means the tax deferral feature of a variable annuity does not provide a benefit in addition to that already offered by an IRA or qualified plan. An annuity contract should only be used to fund an IRA or qualified plan to benefit from the annuity's features other than tax deferral. Withdrawals will be subject to ordinary income tax and may be subject to a tax penalty if you take a withdrawal before age 59½.	**Federal Tax Issues** **Principal Risks of Investing in the Contract – Tax Consequences**

CONFLICTS OF INTEREST		LOCATION IN PROSPECTUS
Investment Professional Compensation	Some financial professionals may receive compensation for selling this Contract to you in the form of advisory fees, additional payments, non-cash compensation, and/or reimbursement of expenses. These financial professionals may have a financial incentive to offer or recommend this Contract over another investment.	**Distribution Arrangements**
Exchanges	Some financial professionals may have a financial incentive to offer you a new contract in place of the one you already own. You should only exchange your contract if you determine, after comparing the features, fees, and risks of both contracts, that it is preferable for you to purchase the new contract rather than continue to own the existing contract.	**Replacement of Life Insurance or Annuities**

OVERVIEW OF THE CONTRACT

Purpose

The Contract is designed for long-term financial planning. This Contract may be appropriate for you if you are looking for retirement income or you want to meet other long-term financial objectives. Discuss with your financial professional whether a variable annuity, a living benefit rider, a death benefit rider and which underlying Investment Options are appropriate for you, taking into consideration your age, income, net worth, tax status, insurance needs, financial objectives, investment goals, liquidity needs, time horizon, risk tolerance and other relevant information. Together you can decide if a variable annuity is right for you.

Phases of the Contract

This Contract has two phases, the accumulation (savings) phase and the annuitization (income) phase. The accumulation phase begins on your Contract Date and continues until your Annuity Date. During this phase, you can put money into your Contract and earnings accumulate on a tax-deferred basis. When you put money into your Contract, you can invest in Funds that have their own investment objectives, strategies, risks, and expenses.

A list of Funds currently available is provided in an appendix. See **APPENDIX: FUNDS AVAILABLE UNDER THE CONTRACT**.

The annuitization (income) phase occurs when you annuitize your Contract and turn your Contract into a stream of income payments over a fixed period or for life. You can choose fixed or variable payments, or a combination of both. For variable payments, the payment amount will vary based on the performance of the Funds you choose. When you annuitize, you will be unable to make withdrawals and death benefits and living benefits will terminate.

Contract Features

Accessing your Money. Before you annuitize, you can withdraw money from your Contract. There are no withdrawal charges associated with the Contract. However, if you take a withdrawal, you may have to pay income taxes, including a 10% federal tax penalty if you are younger than age 59½.

Tax Treatment. You may transfer among the Funds without paying any current income tax and any earnings are generally tax-deferred. You are taxed when you make a withdrawal or surrender your Contract, receive an income payment from the Contract, or upon payment of a death benefit.

Death Benefits. The Contract provides a death benefit payout, at no additional cost, to your Beneficiaries during the accumulation phase. The Death Benefit Amount for the standard death benefit is the Contract Value. For an additional cost, you may purchase an optional death benefit which can increase the amount of money payable to your Beneficiaries. The riders that are currently available are:

- **Return of Investment (ROI) Death Benefit (Return of Investment (ROI) Death Benefit II for California)**

For more information, restrictions, and when you may purchase death benefit riders, see the **BENEFITS AVAILABLE UNDER THE CONTRACT** and **Optional Death Benefit Riders** sections.

Living Benefits. You may purchase an optional guaranteed minimum withdrawal benefit rider for an additional cost. The guaranteed minimum withdrawal benefit riders focus on providing an income stream for life through withdrawals during the accumulation phase beginning at the age for lifetime withdrawals specified by the rider, if certain conditions are met. The riders that are currently available are:

- **Portfolio Income Protector (Single and Joint)**

For more information, restrictions, and when you may purchase living benefit riders, see the **BENEFITS AVAILABLE UNDER THE CONTRACT** and **Optional Living Benefit Riders** sections.

Additional Services. You can have only one dollar cost averaging program in effect at one time. See the Benefits Available Under the Rider and Systematic Transfer Options sections for more information and restrictions.

- **Dollar Cost Averaging**. Allows you to transfer between Variable Investment Options in a series of regular purchases instead of in a single purchase.
- **Portfolio Rebalancing**. Allows you to automatically rebalance your values among Variable Investment Options based on percentages that you specify, can be rebalanced on a quarterly, semi-annual, or annual basis.

Advisory Fee Withdrawals. Withdrawals may be made from the Contract to pay for advisory fees to your financial professional. Withdrawals from your Contract to pay advisory fees (regardless of percentage or amount withdrawn) reduce the Contract Value by the withdrawal amount. These withdrawals will immediately reduce the death benefit amount under your Contract and may impact the benefits provided by an optional death benefit rider and/or an optional living benefit rider. The withdrawals may also be subject to federal and state income taxes and a 10% federal tax penalty.

FEE TABLES

The following tables describe the fees and expenses that you will pay when buying, owning, and surrendering or making withdrawals from, the Contract. Please refer to your Contract specifications page for information about the specific fees you will pay each year based on the options you have elected.

The first table describes the fees and expenses that you will pay at the time that you surrender or make withdrawals from the Contract. State premium taxes may also be deducted.

The fees and expenses below do not reflect an advisory fee paid to your financial professional, which are deducted from the Contract Value or other assets. If such charges are reflected, the fees and expenses would be higher.

Transaction Expenses

Maximum Withdrawal Charge	None
Transfer Fee (per transfer after 25 in a calendar year, currently not imposed)	$25

The next table describes the fees and expenses that you will pay *each year* during the time that you own the Contract (not including Fund fees and expenses). If you choose to purchase an optional benefit, you will pay additional charges, as shown below.

Annual Contract Expenses

Base Contract Expenses (as a percentage of average daily Variable Account Value)[1]	0.45%
Optional Benefit Expenses	
Guaranteed Minimum Withdrawal Benefit Maximum Charges (as a percentage of the Protected Payment Base)[2]	
Portfolio Income Protector (Single)	2.50%
Portfolio Income Protector (Joint)	2.75%
Death Benefit Maximum Charge (as a percentage of the average daily Variable Account Value)	
Return of Investment (ROI) Death Benefit Rider (including California version)	0.15%

[1] As a percentage of the average daily Variable Account Value. This percentage includes the Mortality and Expense Risk Charge, the Administrative Fee, and the Investment Platform Fee. The Mortality and Expense Risk Charge and the Administrative Fee will stop at the Annuity Date if you select fixed annuity payments. See the **Mortality and Expense Risk Charge** and **Administrative Fee** sections for more information.

[2] The current charge for new elections for these riders is disclosed in a Rate Sheet Prospectus Supplement.

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

Annual Fund Expenses

	Minimum	**Maximum**
Expenses that are deducted from fund assets, including management fees, distribution and/or service (12b-1) fees, and other expenses.	0.03%	4.32%

Examples

This Example is intended to help you compare the cost of investing in the Contract with the cost of investing in other variable annuity contracts. These costs include transaction expenses, annual Contract expenses, and annual Fund expenses.

The Example assumes that you invest $100,000 in the Contract for the time periods indicated. The Example also assume that your investment has a 5% return each year and assumes the most expensive combination of annual Fund expenses and optional benefits available for an additional charge. The Example does not account for withdrawals from your Contract Value or other assets to pay advisory fees. If these were included, your costs would be higher. Although your actual costs may be higher or lower, based on these assumptions, your costs would be:

- If you surrendered or annuitized your Contract at the end of the applicable time period, or left your money in your Contract:

1 Year	**3 Years**	**5 Years**	**10 Years**
$7,672	$23,027	$38,352	$76,168

PRINCIPAL RISKS OF INVESTING IN THE CONTRACT

Risk of Loss

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

Unsuitable as Short-Term Savings Vehicle

An annuity contract may be appropriate if you are looking for retirement income or you want to meet other long-term financial objectives. Discuss with your financial professional whether a variable annuity, a living benefit rider, an optional death benefit rider and which underlying Investment Options are appropriate for you, taking into consideration your age, income, net worth, tax status, insurance needs, financial objectives, investment goals, liquidity needs, time horizon, risk tolerance and other relevant information. Together you can decide if a variable annuity is right for you. We are a variable annuity provider. We are not a fiduciary and therefore do not give advice or make recommendations regarding insurance or investment products.

Withdrawal Risks

This Contract may not be the right one for you if you need to withdraw money for short-term needs, because tax penalties for early withdrawal may apply. Additionally, since the benefits associated with the guaranteed minimum withdrawal benefit riders are not available until the Designated Life is 59½ years of age or older, early withdrawals may reduce or terminate the benefits associated with the riders.

Risks Associated with Variable Investment Options

You should consider the Contract's investment and income benefits, as well as its costs. Your investment is subject to the risk of poor investment performance and can vary depending on the performance of the Investment Options you have chosen. Each Investment Option will have its own unique risks. The value of each Investment Option will fluctuate with the value of the investments it holds, and returns are not guaranteed. You can lose money by investing in the Contract, including loss of principal. You bear the risk of any Investment Options you choose. You should read each Fund prospectus carefully before investing. You can obtain a Fund prospectus by contacting your financial professional or by visiting PacificLife.com/Prospectuses. No assurance can be given that a Fund will achieve its investment objectives.

If you choose an optional living benefit rider, you must follow the investment allocation requirements for the rider during the entire time that you own the rider. Owning an optional living benefit rider may limit the Investment Options available to you and failure to follow the investment allocation requirements may result in a failure to receive the benefits under the rider. The allowable Investment Options seek to minimize risk, may reduce investment returns, and may reduce the likelihood that we will be required to make payments under the optional benefit Riders.

Insurance Company Risks

Investment in the Contract is subject to the risks related to us, and any obligations , guarantees, or benefits are backed by our claims paying ability and financial strength. You must look to our strength with regard to such guarantees. Your financial professional's firm is not responsible for any Contract guarantees.

Tax Consequences

Non-Qualified and Qualified Contracts are available. You buy a Qualified Contract under a qualified retirement or pension plan, or some form of an individual retirement annuity or account (IRA). It is important to know that IRAs and qualified plans are already tax-deferred which means the tax deferral feature of a variable annuity does not provide a benefit in addition to that already offered by an IRA or qualified plan. An annuity contract should only be used to fund an IRA or qualified plan to benefit from the annuity's features other than tax deferral. Withdrawals taken from a variable annuity prior to age 59½ may be subject to a tax penalty of 10% of the taxable portion, although there are exceptions to the tax penalty that may apply.

Please be aware that the sale or liquidation of any stock, bond, IRA, certificate of deposit, mutual fund, annuity or other asset to fund the purchase of this Contract may have tax consequences, early withdrawal penalties or other costs or penalties as a result of the sale or liquidation. You may want to consult independent legal or financial advice before selling or liquidating any assets prior to the purchase of this Contract.

Cybersecurity and Business Continuity Risks

Our business is highly dependent upon the effective operation of our computer systems and those of our business partners. As a result, our business is potentially susceptible to operational and information security risks associated with the technologies, processes and practices designed to protect networks, systems, computers, programs and data from attack, damage or unauthorized access. These risks include, among other things, the theft, loss, misuse, corruption and destruction of data maintained online or digitally, denial of service on websites and other operational disruption, and unauthorized release of confidential customer information. Cyber-attacks affecting us, any third-party administrator, the underlying Funds, intermediaries, and other affiliated or third-party service providers may adversely affect us and your Contract Value. For instance, cyber-attacks may interfere with contract transaction processing, including the processing of orders from our website or with the underlying Funds; impact our ability to calculate Accumulated Unit

Values, Subaccount Unit Values or an underlying Fund to calculate a net asset value; cause the release and possible destruction of confidential customer or business information; impede order processing; subject us and/or our service providers and intermediaries to regulatory fines and financial losses; and/or cause reputational damage. Cybersecurity risks may also impact the issuers of securities in which the underlying Funds invest, which may cause the Funds underlying your Contract to lose value. The constant change in technologies and increased sophistication and activities of hackers and others, continue to pose new and significant cybersecurity threats. While measures have been developed that are designed to reduce cybersecurity risks, there can be no guarantee or assurance that we, the underlying Funds, or our service providers will not suffer losses affecting your Contract due to cyber-attacks or information security breaches in the future.

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

Advisory Fees

Authorized advisory fees to pay for advisory services from your financial professional are withdrawn from your Contract Value. Such withdrawals will reduce the death benefit under the Contract, may impact the benefits offered by an optional rider, and may be subject to federal and state income taxes and a 10% federal tax penalty.

BENEFITS AVAILABLE UNDER THE CONTRACT

The following tables summarize information about the benefits available under the Contract.

Standard Benefits (No Additional Charge)			
Name of Benefit	**Purpose**	**Maximum Annual Fee**	**Brief Description of Restrictions/Limitations**
Dollar Cost Averaging	Allows you to transfer between Variable Investment Options in a series of regular purchases instead of in a single purchase which allows you to average the purchase prices over time, and may permit a "smoothing" of abrupt peaks and drops in price.	No Charge	• Amounts can only be transferred to one or more Variable Investment Options. • Can only have one dollar cost averaging program in effect at one time. • Only available prior to the Annuity Date.
Portfolio Rebalancing	Allows you to automatically rebalance your values among Variable Investment Options based on percentages that you specify.	No Charge	• Rebalancing can be made quarterly, semi-annually, or annually. • Only available prior to the Annuity Date. • Only Variable Investment Options are available for rebalancing.
Death Benefit Amount	Provides a death benefit equal to the Contract Value.	No Charge	• Poor investment performance could reduce the death benefit amount. • Withdrawals (including withdrawals to pay advisory fees) will reduce the death benefit amount. • This benefit terminates upon annuitization.

Optional Living Benefits (Additional Charges Apply)			
Name of Benefit	**Purpose**	**Maximum Annual Fee**	**Brief Description of Restrictions/Limitations**
Portfolio Income Protector (Single)	This benefit focuses on providing guaranteed lifetime periodic withdrawals, regardless of market performance, on a single life (the Designated Life). Provides for an amount to be added to the protected amount, which may increase the amount you can withdraw in future years.	2.50% (as a percentage of Protected Payment Base)	• Available at Contract purchase or within 60 calendar days after the Contract Date. • Designated Life must be 85 or younger at purchase. • You may only have one guaranteed minimum withdrawal benefit in effect at the same time. • Must follow investment allocation requirements which limit the number of allowable Investment Options. • Lifetime withdrawals are available starting at age 59½. • An Annual Credit amount that may be added to the protected amount stops on the earliest of the first withdrawal (excluding withdrawals to pay advisory fees that are less than or equal to 1.5% of the Contract Value during the calendar year) or 10 Contract Anniversaries. • Taking a withdrawal (excluding withdrawals to pay advisory fees that are less than or equal to 1.5% of the Contract Value during the calendar year) before age 59½ or withdrawal amounts that are greater than what is allowed on an annual basis after age 59½ may adversely affect the benefits provided, including the ability to receive lifetime withdrawals under the rider. • Withdrawals to pay advisory fees are limited to 1.5% of Contract Value during the calendar year. • May not voluntarily terminate the rider. • Benefit and benefit charges terminate upon annuitization.
Portfolio Income Protector (Joint)	This benefit focuses on providing guaranteed lifetime periodic withdrawals, regardless of market performance, on joint lives (the Designated Lives). Provides for an amount to be added to the protected amount, which may increase the amount you can withdraw in future years.	2.75% (as a percentage of Protected Payment Base)	• Available at Contract purchase or within 60 calendar days after the Contract Date. • Both Designated Lives must be 85 or younger at purchase. • You may only have one guaranteed minimum withdrawal benefit in effect at the same time. • Must follow investment allocation requirements which limit the number of allowable Investment Options. • Lifetime withdrawals are available when the youngest Designated Life is age 59½. • An Annual Credit amount that may

Optional Living Benefits (Additional Charges Apply)			
Name of Benefit	**Purpose**	**Maximum Annual Fee**	**Brief Description of Restrictions/Limitations**
			be added to the protected amount stops on the earlier of the first withdrawal (excluding withdrawals to pay advisory fees that are less than or equal to 1.5% of the Contract Value during the calendar year) or 10 Contract Anniversaries. • Taking a withdrawal (excluding withdrawals to pay advisory fees that are less than or equal to 1.5% of the Contract Value during the calendar year) before the youngest Designated Life is age 59½ or withdrawal amounts that are greater than what is allowed on an annual basis after age the youngest Designated Life is 59 ½ may adversely affect the benefits provided, including the ability to receive lifetime withdrawals under the rider. • Withdrawals to pay advisory fees are limited to 1.5% of Contract Value during the calendar year. • May not voluntarily terminate the rider. • Benefit and benefit charges terminate upon annuitization.

Optional Death Benefits (Additional Charges Apply)			
Name of Benefit	**Purpose**	**Maximum Annual Fee**	**Brief Description of Restriction/Limitations**
Return of Investment (ROI) Death Benefit	Provides a death benefit equal to the greater of the Contract Value or the total of all Purchase Payments adjusted for withdrawals.	0.15% (as a percentage of average daily Variable Account Value)	• Not available for Contracts issued in California. • Available only at Contract purchase • Must be 85 or younger on the Contract Date. • Certain ownership changes may reduce benefits. • Withdrawals (excluding withdrawals to pay advisory fees that are less than or equal to 1.5% of the Contract Value during the calendar year) made when the Contract Value is less than the Purchase Payments made will reduce the Contract Value by an amount greater than the actual amount withdrawn. • If an optional living benefit rider is also in effect, any withdrawals for advisory fees to your financial professional are limited to 1.5% of the Contract Value during the calendar year. • This benefit terminates upon annuitization or when the Contract Value is reduced to zero. • May not voluntarily terminate the rider.
Return of Investment (ROI) Death Benefit II	Provides a death benefit equal to the greater of the Contract Value or the total of all Purchase Payments adjusted for withdrawals.	0.15% (as a percentage of average daily Variable Account Value)	• Only available for Contracts issued in California. • Available only at Contract purchase. • Must be 85 or younger on the Contract Date. • Withdrawals (excluding withdrawals to pay advisory fees that are less than or equal to 1.5% of the Contract Value during the calendar year) made when the Contract Value is less than the Purchase Payments made will reduce the Contract Value by an amount greater than the actual amount withdrawn. • If an optional living benefit rider is also in effect, any withdrawals for advisory fees to your financial professional are limited to 1.5% of the Contract Value during the calendar year. • This benefit terminates upon annuitization or when the Contract Value is reduced to zero. • May not voluntarily terminate the rider.

YOUR INVESTMENT OPTIONS

Some distribution firms may not allow or may limit the amount you may allocate to certain Investment Options. Work with your financial professional to help you choose the right Investment Options for your investment goals and risk tolerance.

You may choose among the different Variable Investment Options. **However, if you choose an optional living benefit rider, you will be restricted to the Investment Options made available under each rider.** You can find a complete list of the Variable Investment Options available under the Contract in the **APPENDIX: FUNDS AVAILABLE UNDER THE CONTRACT**.

Your Variable Investment Options

We consider various factors when determining the Funds offered under this Contract. Such Fund factors include some or all of the following: Fund reputation, asset class, investment objective, investment performance, manager and sub-adviser experience, brand recognition, fund share class, and fund expenses. We may also consider whether the underlying Fund makes fee payments for distribution and/or service fees (12b-1 fees) (currently, none of the Funds offered have a 12b-1 fee), if a Fund affiliate makes fee payments for certain administrative support, or if the Fund is affiliated with us. See **ADDITIONAL INFORMATION – Service Arrangements** in this Prospectus and the underlying Fund prospectus for additional information.

We do not recommend or endorse any particular Fund and we do not provide investment advice.

BUYING YOUR CONTRACT

How to Apply for Your Contract

This Contract is offered to customers of various financial institutions, broker-dealer firms and their affiliated insurance agencies known herein as distribution firm(s). To purchase a Contract, you must work with your financial professional to fill out an application and submit it along with your initial Purchase Payment to Pacific Life Insurance Company at P.O. Box 2290, Omaha, Nebraska 68103-2290. In those instances when we receive electronic transmission of the information on the application from your financial professional's distribution firm and our administrative procedures with your distribution firm so provide, we consider the application to be received on the Business Day we receive the transmission. If your application and Purchase Payment are complete when received, or once they have become complete, we will issue your Contract within 2 Business Days. If some information is missing from your application, we may delay issuing your Contract while we obtain the missing information. However, we will not hold your initial Purchase Payment for more than 5 Business Days without your permission. In any case, we will not hold your initial Purchase Payment after 20 Business Days.

You may also purchase a Contract by exchanging your existing annuity. Some financial professionals may have a financial incentive to offer you this Contract in place of the one you already own. You should only exchange your existing contract for this Contract if you determine, after comparing the features, fees, and risks of both contracts, that it is preferable for you to purchase this Contract rather than continue your existing contract. Call your financial professional or call us at (800) 722-4448 if you are interested in this option. Financial professionals may call us at (833) 953-1863.

We reserve the right to reject any application or Purchase Payment for any reason, subject to any applicable nondiscrimination laws and to our own standards and guidelines. On your application, you must provide us with a valid U.S. tax identification number for federal, state, and local tax reporting purposes.

The maximum age of a Contract Owner/Annuitant, including Joint Owners, Joint Annuitants, and Contingent Annuitants, for which a Contract will be issued is 90 (the Designated Life or Lives must be no older than 85 if an optional rider is purchased). The Contract Owner's age is calculated as of his or her last birthday. If any Contract Owner (or any Annuitant in the case of a Non-Natural Owner) named in the application for a Contract dies and we are notified of the death before we issue the Contract, then we will return the amount we received. If we issue the Contract and are subsequently notified after issuance that the death occurred prior to issue, then the application for the Contract and/or any Contract issued will be deemed cancelled and a refund will be issued. The refund amount will be the Contract Value based upon the next determined Accumulated Unit Value (AUV) after we receive proof of death, In Proper Form, of the Contract Owner (or Annuitant in the case of a Non-Natural Owner), plus a refund of any amount used to pay premium taxes and/or any other taxes. Any refunded assets may be subject to probate. See **ADDITIONAL INFORMATION – State Considerations** for Contracts issued in California.

Making Your Investments ("Purchase Payments")

Making Your Initial Purchase Payment

Your initial Purchase Payment must be at least $25,000 for a Non-Qualified Contract and at least $25,000 for a Qualified Contract. Currently, we are not enforcing the minimum initial Purchase Payment on Qualified Contracts but we reserve the right to enforce the minimum initial Purchase Payment on Qualified Contracts in the future. We will provide at least a 30 calendar day prior notice before we enforce the minimum initial Purchase Payment on Qualified Contracts. For Non-Qualified Contracts, if the entire minimum initial Purchase Payment is not included when you submit your application, you must establish a pre-authorized investment program. A pre-authorized investment program allows you to pay the remainder of the required initial Purchase Payment in equal installments over the first Contract Year. Further requirements for the pre-authorized investment program are discussed in the Pre-Authorized Investment Request form.

You must obtain our consent before making an initial or additional Purchase Payment that will bring your aggregate Purchase Payments over $1,000,000. For purposes of this limit, the aggregate purchase payments are based on all contracts for which you are either owner and/or annuitant.

Making Additional Purchase Payments

If your Contract is Non-Qualified, you may choose to invest additional amounts in your Contract at any time. If your Contract is Qualified, the method of contribution and contribution limits may be restricted by the Qualified Plan or the Internal Revenue Code ("the **Code**"). Each additional Purchase Payment must be at least $250 for a Non-Qualified Contract and $50 for a Qualified Contract. Currently, we are not enforcing the minimum additional Purchase Payment amounts but we reserve the right to enforce the minimum additional Purchase Payment amounts in the future. We will provide at least a 30 calendar day prior notice before we enforce the minimum additional Purchase Payment amounts. Additional Purchase Payments will be allocated according to the instructions we have on file unless we receive specific allocation instructions.

We reserve the right to reject or restrict, at our discretion, any additional Purchase Payments for a rider. If we decide to no longer accept Purchase Payments for any rider, we may not accept subsequent Purchase Payments for your Contract and you will not be able to increase your Contract Value or increase any protected amounts under your living benefit rider by making additional Purchase Payments into your Contract. We may reject or restrict additional Purchase Payments to help protect our ability to provide the guarantees under these riders (for example, changes in current economic factors or general market

conditions). If we decide to no longer accept Purchase Payments, we will provide at least 30 calendar days advance written notice.

Forms of Purchase Payment

Your initial and additional Purchase Payments may be sent by personal or bank check or by wire transfer. Purchase Payments must be made in a form acceptable to us before we can process it. Acceptable forms of Purchase Payments are:

- personal checks or cashier's checks drawn on a U.S. bank,
- money orders and traveler's checks in single denominations of more than $10,000 if they originate in a U.S. bank,
- third party payments when there is a clear connection of the third party to the underlying transaction, and
- wire transfers that originate in U.S. banks.

We will not accept Purchase Payments in the following forms:

- cash,
- credit cards or checks drawn against a credit card account,
- money orders or traveler's checks in single denominations of $10,000 or less,
- starter checks,
- home equity checks,
- eChecks,
- cashier's checks, money orders, traveler's checks or personal checks drawn on non-U.S. banks, even if the payment may be effected through a U.S. bank,
- third party payments if there is not a clear connection of the third party to the underlying transaction, and
- wire transfers that originate from foreign bank accounts.

All unacceptable forms of Purchase Payments will be returned to the payor along with a letter of explanation. We reserve the right to reject or accept any form of payment. Any unacceptable Purchase Payment inadvertently invested may be returned and the amount returned may be more or less than the amount submitted. If a Purchase Payment is made by check other than a cashier's check, we may hold the check and the payment of any withdrawal proceeds and any refund during the "Right to Cancel" period may be delayed until we receive confirmation in our Service Center that your check has cleared. In general, a delay of the payment of withdrawal proceeds or any refund during the check hold period will not exceed ten Business Days after we receive your withdrawal or "Right to Cancel" request In Proper Form. We will calculate the value of your proceeds as of the end of the Business Day we received your withdrawal or "Right to Cancel" request In Proper Form.

HOW YOUR PURCHASE PAYMENTS ARE ALLOCATED

Choosing Your Investment Options

You may allocate your Purchase Payments among any of the available Investment Options. Allocations of your initial Purchase Payment to the Investment Options you selected will be effective on your Contract Date. If we do not receive instructions allocating your initial Purchase Payment, your application is not In Proper Form and we will not issue your Contract. Each additional Purchase Payment will be allocated to the Investment Options according to your allocation instructions in your application, or most recent instructions, if any, subject to the terms described in **WITHDRAWALS – Right to Cancel ("Free Look")**. If you purchased an optional living benefit rider, you must allocate your entire Contract Value to the allowable Investment Options made available for these riders. We reserve the right to require that your allocation to any particular Investment Option must be at least $500. We also reserve the right, with prior written notice, to transfer any remaining Account Value that is not at least $500 to your other Investment Options on a pro rata basis relative to your most recent allocation instructions.

If your Contract is issued in exchange for another annuity contract or a life insurance policy, our administrative procedures may vary depending on the state in which your Contract is delivered. See Additional Information—State Considerations for more information.

Investing in Variable Investment Options

Each time you allocate your Purchase Payment to a Variable Investment Option, your Contract is credited with a number of "Subaccount Units" in that Subaccount. The number of Subaccount Units credited is equal to the amount you have allocated to that Subaccount, divided by the "Unit Value" of one Unit of that Subaccount. Charges associated with any optional living benefit rider, transfers, and withdrawals will be paid for through withdrawals of Subaccount Units.

Example: You allocate $600 to Subaccount A. At the end of the Business Day on which your allocation is effective, the value of one Unit in Subaccount A is $15. As a result, 40 Subaccount Units are credited to your Contract for your $600 ($600 / $15 = 40).

Your Variable Account Value Will Change

After we credit your Contract with Subaccount Units, the value of those Units will usually fluctuate. This means that, from time to time, your Purchase Payments allocated to the Variable Investment Options may be worth more or less than the original Purchase Payments to which those amounts can be attributed. Fluctuations in Subaccount Unit Value will not change the number of Units credited to your Contract.

Subaccount Unit Values will vary in accordance with the investment performance of the corresponding Fund. For example, the value of Units in Subaccount A will change to reflect the performance of the corresponding Fund (including that Fund's investment income, its capital gains and losses, and its expenses). Subaccount Unit Values are also adjusted to reflect the Administrative Fee, Investment Platform Fee, applicable Mortality and Expense Risk Charge imposed on the Separate Account, and charges associated with any death benefit riders.

Charges due to any optional living benefit riders, transfers, or withdrawals (including withdrawals to pay advisory fees) will reduce the number of Subaccount Units credited to your Contract but will not affect Subaccount Unit Value.

We calculate the value of all Subaccount Units on each Business Day.

Calculating Subaccount Unit Values

We calculate the Unit Value of the Subaccount Units in each Variable Investment Option at the close of the New York Stock Exchange which usually closes at 4:00 p.m. Eastern Time on each Business Day. At the end of each Business Day, the Unit Value for a Subaccount is equal to:

$$Y \times Z$$

where (Y) = the Unit Value for that Subaccount as of the end of the preceding Business Day; and

(Z) = the Net Investment Factor for that Subaccount for the period (a "valuation period") between that Business Day and the immediately preceding Business Day.

The "Net Investment Factor" for a Subaccount for any valuation period is equal to:

$$(A \div B) - C$$

where (A) = the "per share value of the assets" of that Subaccount as of the end of that valuation period, which is equal to: a + b + c

(a) = the net asset value per share of the corresponding Fund shares held by that Subaccount as of the end of that valuation period;

(b) = the per share amount of any dividend or capital gain distributions made by each Fund for that fund during that valuation period; and

(c) = any per share charge (a negative number) or credit (a positive number) for any income taxes and/or any other taxes or other amounts set aside during that valuation period as a reserve for any income and/or any other taxes which we determine to have resulted from the operations of the Subaccount or Contract, and/or any taxes attributable, directly or indirectly, to Purchase Payments;

(B) = the net asset value per share of the corresponding Fund shares held by the Subaccount as of the end of the preceding valuation period; and

(C) = a factor that assesses against the Subaccount net assets for each calendar day in the valuation period the Risk Charge plus the Administrative Fee, the Investment Platform Fee, and any applicable increase in the Risk Charge (see **CHARGES, FEES AND DEDUCTIONS**).

The Subaccount Unit Value may increase or decrease from one valuation period to another. For Subaccount Unit Values please go to www.PacificLife.com.

When Your Purchase Payment is Effective

Your initial Purchase Payment is effective on the Business Day we issue your Contract, which will not be later than 2 Business Days after we receive your initial Purchase Payment and Application In Proper Form. Any additional Purchase Payment is effective on the Business Day we receive it In Proper Form. See **ADDITIONAL INFORMATION** – **Inquiries and Submitting Forms and Requests**.

The day your Purchase Payment is effective determines the Unit Value at which Subaccount Units are attributed to your Contract. In the case of transfers or withdrawals, the effective day determines the Unit Value at which affected Subaccount Units are debited and/or credited under your Contract. That Unit Value is the value of the Subaccount Units next calculated after your transaction is effective. Orders received In Proper Form before 4:00pm EST on a Business Day will receive the Unit Value for that day. Orders received In Proper Form after 4:00pm EST will receive the next Business Day's Unit Value. Your Variable Account Value begins to reflect the investment performance results of your new allocations on the day after your transaction is effective.

Transfers and Market-timing Restrictions

Transfers

Transfers are allowed 30 calendar days after the Contract Date. Currently, we are not enforcing this restriction but we reserve the right to enforce it in the future. We will provide at least a 30-calendar day prior notice before we enforce the 30-calendar day waiting period after the Contract Date. Once your Purchase Payments are allocated to the Investment Options you selected, you may transfer your Account Value from any Investment Option to any other Investment Option. If you purchased an optional living benefit rider, you may only transfer your Account Value to allowable Investment Options made available for the riders or your rider may terminate. See the **APPENDIX: FUNDS AVAILABLE UNDER THE CONTRACT – Living Benefit Investment Allocation Requirements** subsection. Transfers are also subject to the following:

- You may transfer between Investment Options up to 25 transfers each calendar year. If the 25-transfer limit has been reached, we reserve the right to charge a fee for each additional transfer. The charge will not be more than $25 for each transfer. Currently, we are not assessing transfer fees but reserve the right to charge a transfer fee in the future (see **CHARGES, FEES, and DEDUCTIONS – Transfer Fee**). We will provide prior notice to you before we begin assessing any fees for additional transfers.
- Transfers to or from a Variable Investment Option cannot be made before the seventh calendar day following the last transfer to or from the same Variable Investment Option. If the seventh calendar day is not a Business Day, then a transfer may not occur until the next Business Day. The day of the last transfer is not considered a calendar day for purposes of meeting this requirement. For example, if you make a transfer into the Janus Henderson Balanced Portfolio Investment Option on Monday, you may not make any transfers to or from that Variable Investment Option before the following Monday. Transfers to and from the Fidelity VIP Government Money Market Portfolio are excluded from this limitation.

For the purpose of applying the limitations, multiple transfers that occur on the same calendar day are considered 1 transfer. Transfers that occur as a result of the dollar cost averaging program or the portfolio rebalancing program are excluded from these limitations. Also, allocations of Purchase Payments are not subject to these limitations.

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

If we deny a transfer request, we will notify you or your financial professional immediately.

Transfer requests are generally effective on the Business Day we receive them In Proper Form, unless you request a systematic transfer program with a future date.

We have the right, at our option (unless otherwise required by law), to require certain minimums in the future in connection with transfers. These may include a minimum transfer amount and a minimum Account Value, if any, for the Investment Option from which the transfer is made or to which the transfer is made. If your transfer request results in your having a remaining Account Value in an Investment Option that is less than $500 immediately after such transfer, we may (with prior written notice) transfer that Account Value to your other Investment Options on a pro rata basis, relative to your most recent allocation instructions.

We reserve the right (unless otherwise required by law) to limit the size of transfers, to restrict transfers, to require that you submit any transfer requests in writing, to suspend transfers, and to impose further limits on the number and frequency of transfers you can make. We also reserve the right to reject any transfer request. Any policy we may establish with regard to the exercise of any of these rights will be applied uniformly to all Contract Owners.

Market-timing Restrictions

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

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

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

We reserve the right to restrict, in our sole discretion, transfers initiated by an individual or other party authorized to give transfer instructions on behalf of multiple Contract Owners. Such restrictions could include:

- not accepting transfer instructions from an financial professional acting on behalf of more than one Contract Owner, and
- not accepting preauthorized transfer forms from market timers or other entities acting on behalf of more than one Contract Owner at a time.

We further reserve the right to impose, with 30 calendar days advance written notice, restrictions on transfers that we determine, in our sole discretion, will disadvantage or potentially hurt the rights or interests of other Contract Owners; or to comply with any applicable federal and state laws, rules and regulations.

Exchanges of Annuity Units

Exchanges of Annuity Units in any Subaccount(s) to any other Subaccount(s) after the Annuity Date are limited to 4 in any 12-month period. For purposes of applying the limitations, multiple exchanges that occur on the same calendar day are considered 1 exchange. See **THE GENERAL ACCOUNT** section in this Prospectus and **THE CONTRACTS AND THE SEPARATE ACCOUNT** section in the SAI.

Systematic Transfer Options

We offer 2 systematic transfer options: dollar cost averaging and portfolio rebalancing. There is no charge for these options and transfers under these options are not counted towards your total transfers in a calendar year. You can have only one dollar cost averaging program in effect at one time.

Dollar Cost Averaging

Dollar cost averaging is a method in which you buy securities in a series of regular purchases instead of in a single purchase. This allows you to average the securities' prices over time, and may permit a "smoothing" of abrupt peaks and drops in price. Prior to your Annuity Date, you may use dollar cost averaging to transfer amounts, over time, from any Investment Option with an Account Value of at least $5,000 to one or more Variable Investment Options. Each transfer must be for at least $250. Currently, we are not enforcing the minimum Account Value and/or transfer amounts but we reserve the right to enforce such minimum amounts in the future. Detailed information appears in the **Systematic Transfer Programs—***Dollar Cost Averaging* subsection of the SAI. We will provide you at least 30 calendar days prior notice before we enforce the minimum Account Value and/or transfer amounts on dollar cost averaging purchases.

Portfolio Rebalancing

You may instruct us to maintain a specific balance of Variable Investment Options under your Contract (e.g. 30% in Subaccount A, 40% in Subaccount B, and 30% in Subaccount C). Periodically, we will "rebalance" your values in the elected Subaccounts to the percentages you have specified. Rebalancing may result in transferring amounts from a Subaccount earning a relatively higher return to one earning a relatively lower return. You may choose to have rebalances made quarterly, semi-annually or annually until your Annuity Date. Only Variable Investment Options are available for rebalancing. Detailed information appears in the **Systematic Transfer Programs—***Portfolio Rebalancing* subsection of the SAI.

CHARGES, FEES AND DEDUCTIONS

Mortality and Expense Risk Charge

We assess a charge against the assets of each Subaccount to compensate for certain mortality and expense risks that we assume under the Contract (the "Risk Charge"). The risk that an Annuitant will live longer (and therefore receive more annuity payments) than we predict through our actuarial calculations at the time the Contract is issued is "mortality risk." The risk that the expense charges and fees under the Contract and Separate Account are less than our actual administrative and operating expenses is called "expense risk."

This Risk Charge is assessed and deducted daily at an annual rate equal to 0.15% of each Subaccount's assets.

The Risk Charge will stop at the Annuity Date (the Risk Charge will be assessed on the Annuity Date then discontinue thereafter) if you select fixed annuity payments. The Risk Charge (excluding any increase for optional benefits) will continue after the Annuity

Date if you choose variable annuity payments, even though we do not bear mortality risk if your Annuity Option is Period Certain Only.

We will realize a gain if the Risk Charge exceeds our actual cost of expenses and benefits, and will suffer a loss if such actual costs exceed the Risk Charge. Any gain will become part of our General Account. We may use it for any reason, including covering sales expenses on the Contracts.

We increase your Risk Charge if you purchase an Optional Death Benefit Rider. See **Optional Death Benefit Rider Charges** below.

Administrative Fee

We charge an Administrative Fee as compensation for costs we incur in operating the Separate Account, issuing and administering the Contracts, including processing applications and payments, and issuing reports to you and to regulatory authorities.

The Administrative Fee is assessed and deducted daily at an annual rate equal to 0.15% of the assets of each Subaccount. This rate is guaranteed not to increase for the life of your Contract. A correlation will not necessarily exist between the actual administrative expenses attributable to a particular Contract and the Administrative Fee paid in respect of that particular Contract. The Administrative Fee will continue after the Annuity Date if you choose any variable payout option. We do not intend to realize a profit from this fee.

Investment Platform Fee

The Investment Platform Fee is assessed and deducted daily at an annual rate equal to 0.15% of the assets of each Subaccount. This rate is guaranteed not to increase for the life of your Contract. The Investment Platform Fee will continue after the Annuity Date if you choose any variable payout option.

Transfer Fee

Currently, we do not charge a transfer fee. We do reserve the right to charge a transfer fee in the future and may charge $25 for each transfer above 25 transfers in a calendar year. Multiple transfers that occur on the same calendar day are considered 1 transfer. Transfers that occur as a result of the dollar cost averaging program or the portfolio rebalancing program are not considered transfers for transfer fee purposes.

Optional Death Benefit Rider Charges

Increase in Risk Charge if an Optional Death Benefit Rider is Purchased

We increase your Risk Charge by an annual rate equal to 0.15% of each Subaccount's assets if you purchase the Return of Investment (ROI) Death Benefit (Return of Investment (ROI) Death Benefit II for Contracts issued in California). The total Risk Charge annual rate will be 0.30% if the Return of Investment (ROI) Death Benefit (Return of Investment (ROI) Death Benefit II for Contracts issued in California) is elected. Any increase in your Risk Charge will not continue after the Annuity Date. See **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Death Benefits.**

Optional Living Benefit Rider Charges

The following disclosure applies to the Portfolio Income Protector (Single) or (Joint) Riders.

If you elect to purchase an optional living benefit rider, we will deduct an annual rider charge from your Investment Options on a proportionate basis. Deductions against your Variable Investment Options are made by debiting some of the Subaccount Units previously credited to your Contract.

The charge is deducted every 3 months following the Rider Effective Date ("Quarterly Rider Anniversary"). The rider charge will be deducted while the rider remains in effect and until the rider terminates according to the terms of the rider. The charge is deducted in arrears each Quarterly Rider Anniversary.

If your rider terminates on a Quarterly Rider Anniversary, the entire charge for the prior quarter will be deducted on that anniversary. If the rider terminates prior to a Quarterly Rider Anniversary, a prorated charge will be deducted on the earlier of the day the Contract terminates or on the Quarterly Rider Anniversary immediately following the day your rider terminates. The charge will be determined as of the day your rider terminates.

If your rider terminates as a result of the death of the Designated Life (all Designated Lives for a Joint Life Rider) or when the death benefit becomes payable under the Contract, any annual charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date.

If you make a full withdrawal of the amount available for withdrawal during a Contract Year, we will deduct the charge from the final payment made to you.

Once your Contract Value is zero, the rider annual charge will no longer be deducted beginning the quarter after the Contract Value is zero. In addition, we will waive the rider charge for the quarter in which full annuitization of the Contract occurs and the rider annual charge will no longer be deducted.

The rider annual charge percentage in effect on the Rider Effective Date is guaranteed not to change once a rider is issued - even if an Automatic Reset under the rider occurs. **You will find the current annual charge percentage in the Rate Sheet Prospectus Supplement applicable to your Contract**. You can find more information about Protected Payment Base and an Automatic Reset for each applicable rider in the **OPTIONAL LIVING BENEFIT RIDERS** section and the *Rider Terms, How the Rider Works, and Reset of Protected Payment Base* subsections.

For Contracts with applications signed prior to May 1, 2022, see the APPENDIX: HISTORICAL RIDER PERCENTAGES.

Annual Charge Percentage Table

Optional Living Benefit Rider	Maximum annual charge percentage under the Rider	To determine the amount to be deducted, the annual charge percentage[1] is multiplied by the:	The Charge is deducted on each:
Portfolio Income Protector (Single)	2.50%	Protected Payment Base[2]	Quarterly Rider Anniversary
Portfolio Income Protector (Joint)	2.75%	Protected Payment Base[2]	Quarterly Rider Anniversary

1 The quarterly charge is ¼ of the annual charge percentage multiplied by the Protected Payment Base.

2 The Protected Payment Base is defined in the *Rider Terms* subsection for each rider referenced above. See the **OPTIONAL LIVING BENEFIT RIDERS** section for each rider.

Premium Taxes

Depending on your state of residence (among other factors), a tax may be imposed on your Purchase Payments ("premium tax") at the time your Purchase Payment is made, at the time of a partial or full withdrawal, at the time any death benefit proceeds are paid, at annuitization or at such other time as taxes required by your state. Tax rates ranging from 0% to 3.5% are currently in effect, but may change in the future. If a premium tax is charged at the time of annuitization, the rate is determined by your state of residence at the time of annuitization. Premium tax is subject to state requirements. Some local jurisdictions also impose a tax.

If we pay any premium taxes attributable to Purchase Payments, we will impose a similar charge against your Contract Value. We normally will charge you when you annuitize some or all of your Contract Value. We reserve the right to impose this charge for applicable premium taxes and/or other taxes when you make a full or partial withdrawal, at the time any death benefit proceeds are paid, or when those taxes are incurred. For these purposes, "premium taxes" include any state or local premium or retaliatory taxes and any federal, state or local income, excise, business or any other type of tax (or component thereof) measured by or based upon, directly or indirectly, the amount of Purchase Payments we have received. We currently base this charge on your Contract Value, but we reserve the right to base this charge on the transaction amount, the aggregate amount of Purchase Payments we receive under your Contract, or any other amount, that in our sole discretion we deem appropriately reimburses us for premium taxes paid on this Contract.

We may also charge the Separate Account or your Contract Value for taxes attributable to the Separate Account or the Contract, including income taxes attributable to the Separate Account or to our operations with respect to the Contract, or taxes attributable, directly or indirectly, to Purchase Payments. Any such charge deducted from the Contract Value will be deducted on a proportionate basis. See **HOW YOUR PURCHASE PAYMENTS ARE ALLOCATED** – **Investing in Variable Investment Options** – *Calculating Subaccount Unit Values* to see how such charges are deducted from the Separate Account. **Currently, we do not impose any such charges.**

Waivers and Reduced Charges

We may agree to waive or reduce charges under our Contracts, in situations where selling and/or maintenance costs associated with the Contracts are reduced, such as the sale of several Contracts to the same Contract Owner(s), sales of large Contracts, sales of Contracts in connection with a group or sponsored arrangement or mass transactions over multiple Contracts.

We will only waive or reduce such charges on any Contract where expenses associated with the sale or distribution of the Contract and/or costs associated with administering and maintaining the Contract are reduced. We reserve the right to terminate waiver and reduced charge programs at any time, including for issued Contracts.

Fund Expenses

Your Variable Account Value reflects Fund advisory fees, any distribution and/or service fees (12b-1 fees) (currently, none of the Funds offered have a 12b-1 fee), and other expenses incurred by the various Funds, net of any applicable reductions and/or reimbursements. These fees and expenses are paid out of Fund assets and may vary. Each Fund is governed by its own Board of Trustees, and your Contract does not fix or specify the level of expenses of any Fund. A Fund's fees and expenses are described in detail in the applicable Fund Prospectus and SAI.

Some Investment Options available to you are "fund of funds." A fund of funds portfolio is a fund that invests in other funds in addition to other investments that the fund may make. Expenses of fund of funds Investment Options may be higher than non-fund of funds Investment Options due to the two-tiered level of expenses involving both the fund-of-fund's fees and expenses as well as the proportional share of the fees and expenses of the underlying funds in which the fund-of-fund invests. See the Fund Prospectuses for detailed fund expenses and other information before investing.

ANNUITIZATION

Selecting Your Annuitant

See **ADDITIONAL INFORMATION – State Considerations** for Contracts issued in California.

When you submit your Contract application, you must choose a sole Annuitant or Joint Annuitants. Once your Contract is issued, the sole Annuitant or Joint Annuitants cannot be changed. You must make your choices based on the following:

- If you are buying a Non-Qualified Contract, you may choose yourself as the Annuitant, another person as the Annuitant, or you may choose Joint Annuitants. If you do not choose Joint Annuitants when your Contract is issued, you may only add a Joint Annuitant on the Annuity Date. You may choose a Contingent Annuitant only if you have a sole Annuitant (cannot have Joint Annuitants and a Contingent Annuitant at the same time). You may add or change the Contingent Annuitant prior to the Annuity Date, provided the Contingent Annuitant is not the sole surviving Annuitant. If the Contract is owned by a Non-Natural Owner, you may not designate a Contingent Annuitant.
- If you are buying a Qualified Contract, you must be the sole Annuitant. You may only add a Joint Annuitant on the Annuity Date and no Contingent Annuitant can be chosen.

No Annuitant (sole, Joint or Contingent) may be named upon or after reaching his or her 91st birthday. We reserve the right to require proof of age or survival of the Annuitant(s).

If the sole surviving Annuitant predeceases the Owner, the Owner (or youngest Owner if there are Joint Owners) becomes the Annuitant.

Annuitization

Annuitization occurs on the Annuity Date when you convert your Contract from the accumulation phase to the annuitization (income) phase. You may choose both your Annuity Date and your Annuity Option. At the Annuity Date, you may elect to annuitize some or all of your Contract Value, less any applicable charge for premium taxes and/or other taxes, (the "**Conversion Amount**"), as long as such Conversion Amount annuitized is at least $10,000. We will send the annuity payments to the payee that you designate. You will not be able to distribute or withdraw any Contract Value amount after the Annuity Date unless you elect partial annuitization.

If you annuitize only a portion of this available Contract Value, you may have the remainder distributed, less any applicable charge for premium taxes and/or other taxes, and any applicable rider charge. This option of distribution may not be available for certain types of contracts. See **WITHDRAWALS -** *Special Restrictions Under Qualified Plans* and **FEDERAL TAX ISSUES – IRAs and Qualified** Plans. Any such distribution will be made to you in a single sum if the remaining Conversion Amount is less than $10,000 on your Annuity Date. Distributions under your Contract may have tax consequences. You should consult a qualified tax advisor for information on full or partial annuitization.

If you annuitize only a portion of your Contract Value on your Annuity Date, you may, at that time, elect not to have the remainder of your Contract Value distributed, but instead to continue your Contract with that remaining Contract Value (a "continuing Contract"). If this option is elected, you would then choose a second Annuity Date for your continuing Contract, and all references in this Prospectus to your "Annuity Date" would, in connection with your continuing Contract, be deemed to refer to that second Annuity Date. The second Annuity Date may not be later than the date specified in the **Choosing Your Annuity Date** section of this Prospectus. Partial annuitization may not be available, or may be available only for certain types of Contracts. You should be aware that some or all of the payments received before the second Annuity Date may be fully taxable. If you annuitize a portion of your Contract Value for a period certain of at least 10 years or for the life or life expectancy of the annuitant(s), the annuitized portion will be treated as a separate Contract for the purpose of determining the taxable amount of the payments. We recommend that you contact a qualified tax advisor for more information if you are interested in this option.

Distributions made due to a request for partial annuitization are treated as withdrawals for Contract purposes and may adversely affect optional death benefit rider benefits. Work with your financial professional prior to requesting partial annuitization.

Choosing Your Annuity Date

You should choose your Annuity Date when you submit your application or we will apply a default Annuity Date to your Contract. You may change your Annuity Date by notifying us, In Proper Form, at least 10 Business Days prior to the earlier of your current Annuity Date or your new Annuity Date. Your Annuity Date cannot be earlier than your first Contract Anniversary. Adverse federal tax consequences may result if you choose an Annuity Date that is prior to an Owner's attained age 59½. See **FEDERAL TAX ISSUES -- Impact of Federal Income Taxes**.

If you have a sole Annuitant, your Annuity Date cannot be later than the sole Annuitant's 100th birthday. If you have Joint Annuitants, your Annuity Date cannot be later than your younger Joint Annuitant's 100th birthday. Different requirements may apply as required by any applicable state law or the Code. *We may, at our sole discretion, allow you to extend your Annuity Date. We* *reserve the right, at any time, to not offer any extension to your Annuity Date regardless of whether we may have granted any extensions to you or to any others in the past. Some distribution firms may not allow their clients to extend the Annuity Date beyond age 100.*

If your Contract is a Qualified Contract, you may also be subject to additional restrictions. In order to meet the Code minimum distribution rules, your Required Minimum Distributions (RMDs) may begin earlier than your Annuity Date. For instance, under Section 401 of the Code (for Qualified Plans) and Section 408 of the Code (for IRAs), the entire interest under the Contract must be distributed to the Owner/Annuitant not later than the Owner/Annuitant's Required Beginning Date ("**RBD**"), or distributions over the life of the Owner/Annuitant (or the Owner/Annuitant and his or her Beneficiary) must begin no later than the RBD. For more information see **FEDERAL TAX ISSUES -** *Required Minimum Distributions*.

Default Annuity Date and Options

If you have a Non-Qualified Contract and you do not choose an Annuity Date when you submit your application, your Annuity Date will be your Annuitant's 100th birthday or your younger Joint Annuitant's 100th birthday, whichever applies. If you have a Qualified Contract and you do not choose an Annuity Date when you submit your application, your Annuity Date will be your Annuitant's 100th birthday. However, some states' laws may require a different Annuity Date. See **State Considerations –** ANNUITIZATION. Certain Qualified Contracts (e.g., plans under Sections 401 and 408 of the Code) may require distributions to occur at an earlier age.

If you have not specified an Annuity Option or do not instruct us otherwise, at your Annuity Date your Contract Value, less any charges for premium taxes and/or other taxes, will be annuitized (if this net amount is at least $10,000) and the net amount from your Variable Account Value will be converted into a variable-dollar annuity directed to the Subaccount proportionate to your Account Value in each.

Additionally:

- If you have a Non-Qualified Contract, your default Annuity Option will be **Life with a ten year Period Certain**.
- If you have a Qualified Contract, your default Annuity Option will be **Life with a five year Period Certain** or a shorter period certain as may be required by federal regulation. If you are married, different requirements may apply. Please contact your plan administrator for further information, if applicable.
- If the net amount is less than $10,000, the entire amount will be distributed in one lump sum.

Choosing Your Annuity Option

You should carefully review the Annuity Options with a qualified tax advisor, and, for Qualified Contracts, reference should be made to the terms of the particular plan and the requirements of the Code for pertinent limitations regarding annuity payments, **Required Minimum Distributions** ("**RMDs**"), and other matters.

You may make 3 basic decisions about your annuity payments. First, you may choose whether you want those payments to be a fixed-dollar amount and/or a variable-dollar amount. Second, you may choose the form of annuity payments (see *Annuity Options* below). Third, you may decide how often you want annuity payments to be made (the "frequency" of the payments). You may not change these selections after the Annuity Date.

Fixed and Variable Payment Options

You may choose fixed annuity payments based on a fixed rate and the 2012 Individual Annuity Mortality Period Life Table with the ages set back 10 years, variable annuity payments that vary with the investment results of the Subaccounts you select, or you may choose both, converting one portion of the net amount you annuitize into fixed annuity payments and another portion into variable annuity payments.

If you select fixed annuity payments, each periodic annuity payment received will be equal to the initial annuity payment, unless you select a Joint and Survivor Life annuity with reduced survivor payments when the Primary Annuitant dies. Any net amount you convert to fixed annuity payments will be held in our General Account (but not under any fixed option).

If you select variable annuity payments, you may choose as many Variable Investment Options as you wish. The amount of the periodic annuity payments will vary with the investment results of the Variable Investment Options selected and may be more or less than a fixed payment option. After the Annuity Date, Annuity Units may be exchanged among available Variable Investment Options up to 4 times in any 12 month period. How your Contract converts into variable annuity payments is explained in more detail in **THE CONTRACTS AND THE SEPARATE ACCOUNT** section in the SAI. We reserve the right to limit the Subaccounts available, to change the number and frequency of exchanges and to change the number of Subaccounts you may choose. See **ADDITIONAL INFORMATION – Changes to All Contracts** section.

Annuity Options

Four Annuity Options are currently available under the Contract, although additional options may become available in the future. You may select either fixed or variable payment options. For other Annuity Options available see the *Other Annuity Options* section below and for annuity options available through living benefit riders, see the **OPTIONAL LIVING BENEFIT RIDERS** section. **Work with your financial professional to discuss which annuity options are available before selecting an annuity option.**

1. *Life Only*. Periodic payments are made to the designated payee during the Annuitant's lifetime. Payments stop when the Annuitant dies. Annuitization becomes effective when the first payment is processed. If the Annuitant dies prior to the first payment the death benefit would be calculated as described under the **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS** section of the Prospectus and no annuity payments would be made. If the Annuitant passes away after the first payment has processed, payments will cease and there would be no death benefit.
2. *Life with Period Certain.* Periodic payments are made to the designated payee during the Annuitant's lifetime, with payments guaranteed for a specified period. You may choose to have payments guaranteed from 5 through 30 years (in full years only). The guaranteed period may be limited on Qualified Contracts based on to comply with required minimum distribution (RMD) regulations and this option may be restricted for certain Qualified Contracts or Qualified Plans. Annuitization becomes effective when the first payment is processed. If the Annuitant dies prior to the first payment the death benefit would be calculated as described under the **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS** section of the Prospectus and no annuity payments would be made. If the Annuitant dies after the first payment has processed, payments will continue for any remainder of the Period Certain time frame.
3. *Joint and Survivor Life.* Periodic payments are made to the designated payee during the lifetime of the Primary Annuitant. After the death of the Primary Annuitant, periodic payments will continue to be made during the lifetime of the secondary Annuitant named in the election. You may choose to have the payments during the lifetime of the surviving secondary Annuitant equal 50%, 66 2/3% or 100% of the original amount payable during the lifetime of the Primary Annuitant (you must make this election when you choose your Annuity Option). If you elect a reduced payment based on the life of the secondary Annuitant, fixed annuity payments will be equal to 50% or 66 2/3% of the original fixed payment payable during the lifetime of the Primary Annuitant; variable annuity payments will be determined using 50% or 66 2/3%, as applicable, of the number of Annuity Units for each Subaccount credited to the Contract as of the date of death of the Primary Annuitant. Payments stop when both Annuitants have died. Annuitization becomes effective when the first payment is processed. If one or both Annuitants die prior to the first payment the death benefit would be calculated as described under the **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS** section of the Prospectus and no annuity payment would be made. If both Annuitants die after the first payment has processed, payments will cease and there would be no death benefit. This option may be restricted for certain Qualified Contracts or Qualified Plans.
4. *Period Certain Only*. Periodic payments are made to the designated payee, guaranteed for a specified period. You may choose to have payments guaranteed from 5 through 30 years (in full years only). Additional guaranteed time periods may become available in the future. **Before you annuitize your Contract, please contact us for additional guaranteed time period options that may be available.** The guaranteed period may be limited on Qualified Contracts to comply with required minimum distribution (RMD) regulations and this option may be restricted for certain Qualified Contracts or Qualified Plans. Annuitization becomes effective when the first payment is processed. If the Annuitant dies prior to the first payment the death benefit would be calculated as described under the **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS** section of the Prospectus and no annuity payments would be made. If the Annuitant dies after the first payment has processed, payments will continue for any remainder of the Period Certain time frame.

Periodic payment amounts will differ based on the Annuity Option selected. Generally, the longer the possible payment period, the lower the payment amount.

Additionally, if you have a Non-Qualified Contract and variable payments are elected under Annuity Options 2 and 4 (Life with Period Certain and Period Certain Only, respectively), you may redeem all remaining guaranteed variable payments after the Annuity Date. Also, under Option 4, partial redemptions of remaining guaranteed variable payments after the Annuity Date are available. If you elect a partial redemption under Option 4, the withdrawal amount will equal a percentage of the present value of the remaining guaranteed annuity payments and will be paid in a lump sum. We will also reduce the number of Subaccount Annuity Units by the same percentage. Partial redemptions of remaining guaranteed variable payments will also reduce the amount of future annuity payments. **If you elect to redeem all remaining guaranteed variable payments in a single sum, we will not make any additional annuity payments during the remaining guaranteed period after the redemption.** If Annuity Option 2 was elected and the Annuitant is alive at the end of the guaranteed period, annuity payments will resume until the Annuitant's death. The amount available upon full redemption would be the present value of any remaining guaranteed payments at the assumed investment return.

Full or partial redemptions of remaining guaranteed variable payments are explained in more detail in the SAI under **THE CONTRACTS AND THE SEPARATE ACCOUNT.**

If the Annuitant dies before the guaranteed payments under Annuity Options 2 and 4 are completed, we will pay the remainder of the guaranteed payments to the first person among the following who is (1) living; or (2) an entity or corporation entitled to receive the remainder of the guaranteed payments:

- the Owner;
- the Joint Owner;
- the Beneficiary; or

- the Contingent Beneficiary.

If none are living (or if there is no entity or corporation entitled to receive the remainder of the guaranteed payments), we will pay the remainder of the guaranteed payments to the Owner's estate.

If any Owner dies on or after the Annuity Date, but payments have not yet been completed, then distributions of the remaining amounts payable under the Contract must be made at least as rapidly as the method of distribution that was being used at the date of the Owner's death. All of the Owner's rights granted by the Contract will be assumed by the first among the following who is (1) living; or (2) an entity or corporation entitled to assume the Owner's rights granted by the Contract:

- the Joint Owner;
- the Beneficiary; or
- the Contingent Beneficiary.

If none are living (or if there is no entity or corporation entitled to assume the Owner's rights granted by the Contract), all of the Owner's rights granted by the Contract will be assumed by the Owner's estate.

Beneficiary of Qualified Contracts

For Qualified Contracts, upon the death of the owner (annuitant if the contract is held as a custodial IRA), if there are any remaining guaranteed payments, we may shorten such payment period in order to ensure that payments to the beneficiary do not continue beyond the 10-year death distribution rule under IRC section 401(a)(9). In such instances, we will use the present value of any remaining guaranteed payments to determine the amount and pay out the lump sum to the designated beneficiary. For fixed payments, the present value is determined using Moody's Long-Term Corporate Bond Yield Averages less 0.75%. For variable payments, the present value is determined using the assumed investment return.

For Qualified Contracts, please refer to the **Choosing Your Annuity Date** section in this Prospectus for additional distribution requirements that may apply to these contracts. If your Contract was issued in connection with a qualified plan subject to Title I of the Employee Retirement Income Security Act of 1974 ("ERISA"), your spouse's consent may be required when you seek any distribution under your Contract, unless your Annuity Option is Joint and Survivor Life with survivor payments of at least 50%, and your spouse is your Joint Annuitant.

Other Annuity Options

Additional annuity payment options we currently offer are:

- *Life with Cash Refund (fixed only).* Periodic payments are made to the designated payee during the Annuitant's lifetime. Annuitization becomes effective when the first payment is processed. If the Annuitant dies prior to the first payment the death benefit would be calculated as described under the **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS** section of the Prospectus and no annuity payment would be made. If the Annuitant dies after the Annuity Date and the total of all annuity payments received is less than the amount annuitized, an amount equal to the amount annuitized less the total annuity payments made, will be made in a single sum.

- *Life with Installment Refund (fixed only).* Periodic payments are made to the designated payee during the Annuitant's lifetime. If the Annuitant dies after the Annuity Date but before the total of all annuity payments made equals or exceeds the amount annuitized, annuity payments will continue to be made until the total amount of annuity payments made equals the amount annuitized; the final annuity payment may be less than the periodic annuity payment. Annuitization becomes effective when the first payment is processed. If the Annuitant dies prior to the first payment the death benefit would be calculated as described under the **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS** section of the Prospectus and no annuity payment would be made. If the Annuitant dies and the total amount of annuity payments made is equal to or exceeds the amount annuitized, then no additional annuity payments will be made. This annuity option is not available for Qualified Contracts.

- *Joint Life with Cash Refund (fixed only).* Periodic payments are made to the designated payee during the lifetimes of the Primary Annuitant and Joint Annuitant. If both Annuitants die before the total of all annuity payments made equal the amount annuitized, an amount equal to the amount annuitized, less total annuity payments made under the Contract, will be made in a single sum. Annuitization becomes effective when the first payment is processed. If one or both Annuitants die prior to the first payment the death benefit would be calculated as described under the **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS** section of the Prospectus and no annuity payment would be made. If both Annuitants die and the total amount of annuity payments made under the Contract is equal to or exceeds the amount annuitized, then no additional lump sum or annuity payments will be paid. This option may be restricted for certain Qualified Contracts or Qualified Plans.

- *Joint Life with Installment Refund (fixed only).* Periodic Payments are made to the designate payee during the lifetimes of the Primary Annuitant and Joint Annuitant. If both Annuitants die before the total of all annuity payments made equals or exceeds the amount annuitized, annuity payments will continue to be made until the total amount of annuity payments made equals the amount annuitized; the final annuity payment may be less than the periodic annuity payment. Annuitization becomes effective when the first payment is processed. If one or both Annuitants die prior to the first payment the death benefit would be calculated as described under the **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS** section of the Prospectus and no annuity payment would be made. If both Annuitants die and the total amount of annuity payments made under the Contract is equal to or exceeds the amount annuitized, then no additional annuity payments will be paid. This annuity option is not available for Qualified Contracts.

- *Joint Life with Period Certain (fixed or variable).* Periodic payments are made to the designated payee during the Primary Annuitant's lifetime, with payments guaranteed for a specified period. After the death of the Primary Annuitant, periodic payments will continue to be made during the lifetime of the secondary Annuitant named in the election or until the end of the period certain period, whichever is later. You may choose to have payments guaranteed from 5 through 30 years (in full years only). The guaranteed period may be limited on Qualified Contracts to comply with required minimum distribution (RMD) regulations and this option may be restricted for certain Qualified Contracts and Qualified Plans. Annuitization becomes effective when the first payment is processed. If one or both Annuitants die prior to the first payment the death benefit would be calculated as described under the **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS** section of the Prospectus and no annuity payment would be made. If both Annuitants die after the first payment has been processed, payments will continue for any remainder of the Period Certain time frame.

We may discontinue offering any of the additional annuity options referenced above or add additional annuity options in the future. If we discontinue offering or add additional annuity options, we will amend this Prospectus to reflect any changes.

Your Annuity Payments

Frequency of Payments

You may choose to have annuity payments made monthly, quarterly, semi-annually, or annually. The variable payment amount will be determined in each period on the date corresponding to your Annuity Date, and payment will be made on the next Business Day.

Your initial annuity payment must be at least $240. Depending on the amount you annuitize, this requirement may limit your options regarding the period and/or frequency of annuity payments.

Amount of the First Payment

Your Contract contains tables that we use to determine the amount of the first annuity payment under your Contract, taking into consideration the annuitized portion of your Contract Value at the Annuity Date. This amount will vary, depending on the annuity period and payment frequency you select. This amount will be larger in the case of shorter Period Certain annuities and smaller for longer Period Certain annuities. Similarly, this amount will be greater for a Life Only annuity than for a Joint and Survivor Life annuity, because we will expect to make payments for a shorter period of time on a Life Only annuity. If you do not choose the Period Certain Only annuity, this amount will also vary depending on the age of the Annuitant(s) on the Annuity Date and, for some Contracts in some states, the sex of the Annuitant(s).

For fixed annuity payments, the guaranteed income factors in our tables are based on an annual interest rate of 1.0% and the 2012 Individual Annuity Mortality Period Life Table with the ages set back 10 years. If you elect a fixed annuity, fixed annuity payments will be based on the periodic income factors in effect for your Contract on the Annuity Date which are at least the guaranteed income factors under the Contract.

For variable annuity payments, the tables are based on an assumed annual investment return of 4% and the 2012 Individual Annuity Mortality Period Life Table with the ages set back 10 years. If you elect a variable annuity, your initial variable annuity payment will be based on the applicable variable annuity income factors in effect for your Contract on the Annuity Date which are at least the variable annuity income factors under the Contract. You may choose any other annuity option we may offer on the option's effective date. A higher assumed investment return would mean a larger first variable annuity payment and a lower assumed investment return would mean a lower first variable annuity payment. However, subsequent payments would increase only when actual net investment performance exceeds the assumed rate and would fall when actual net investment performance is less than the assumed rate. If the actual net investment performance is a constant 4% annually, annuity payments will be level. The assumed investment return is explained in more detail in the SAI under **THE CONTRACTS AND THE SEPARATE ACCOUNT**.

DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS

Death Benefits

See the **Death Benefits** section and applicable subsections in **ADDITIONAL INFORMATION – State Considerations** for Contracts issued in California.

Death benefit proceeds may be payable before the Annuity Date upon the death of the first Owner or any Annuitant in the case of a Non-Natural Owner, while the Contract is active. Any death benefit payable will be calculated on the "Notice Date", which is the Business Day on which we receive, In Proper Form, proof of death and instructions regarding payment of death benefit proceeds. If a Contract has multiple Beneficiaries, death benefit proceeds will be calculated when we first receive proof of death and instructions, In

Proper Form, from any Beneficiary. The death benefit proceeds still remaining to be paid to other Beneficiaries will fluctuate with the performance of the underlying Investment Options.

Death Benefit Proceeds

Death benefit proceeds will be payable on the Notice Date. Such proceeds will be reduced by any charges for premium taxes and/or other taxes, if proceeds are used to purchase an Annuity Option from us. The death benefit proceeds may be payable in a single sum, as an Annuity Option available under the Contract, towards the purchase of any other Annuity Option we then offer, or in any other manner permitted by the IRS and approved by us. The Owner's spouse may continue the Contract (see **Death Benefits** – *Spousal Continuation*). In addition, there may be legal requirements that limit the recipient's Annuity Options and the timing of any payments. State unclaimed property regulations may shorten the amount of time a recipient has to make a death benefit election. A recipient should consult a qualified tax advisor before making a death benefit election.

The death benefit proceeds will be paid to the first among the following who is (1) living; or (2) an entity entitled to receive the death benefit proceeds, in the following order:

- Owner,
- Joint Owner,
- Beneficiary, or
- Contingent Beneficiary.

If a contract has Joint Owners, and the surviving Joint Owner dies before the Notice Date, the death benefit proceeds will be paid to the Beneficiary or Contingent Beneficiary. If none of the above are living (or if there is no entity entitled to receive the death benefit proceeds) on the date of death, the proceeds will be payable to the Owner's estate.

Death Benefit Amount

The Death Benefit Amount is a standard benefit and as of any Business Day, before the Annuity Date, is equal to the Contract Value as of that Business Day. We calculate the Death Benefit Amount as of the Notice Date and the death benefit will be paid in accordance with the *Death Benefit Proceeds* section above. If applicable, interest will be paid on the Death Benefit Amount from the date of death to the Notice Date. If the Death Benefit Amount is delayed 31 calendar days or more from the Notice Date, additional interest of 10% annually will be paid starting with the 31st calendar day through the payment date.

Spousal Continuation

Generally, a sole surviving Beneficiary or sole surviving Joint Owner who is the deceased Owner's spouse may elect to become the Owner (and sole Annuitant if the deceased Owner had been the Annuitant) and continue the Contract until the earliest of the spouse's death, or the Annuity Date, except in the case of a Qualified Contract issued under section 403 of the Code. The spousal continuation election must be made by the fifth anniversary of the death of the Contract Owner for Non-Qualified Contracts, or by December 31 of the calendar year in which the fifth anniversary of the Contract Owner's death falls for Qualified Contracts. On the Notice Date, if the surviving spouse is deemed to have continued the Contract, we will set the Contract Value equal to the death benefit proceeds that would have been payable to the spouse as the deemed Beneficiary/designated recipient of the death benefit proceeds.

If the optional Return of Investment (ROI) Death Benefit is purchased. An Add-In Amount may be added to the death benefit proceeds if the surviving spouse continues the Contract. This "Add-In Amount" is the difference between the Contract Value and the death benefit proceeds that would have been payable to the spouse as the designated recipient of the death benefit. The Add-In Amount will be added to the Contract Value on the Notice Date. There will not be an adjustment to the Contract Value if the Contract Value is equal to or greater than the death benefit proceeds as of the Notice Date. The Add-In Amount will be allocated among Investment Options in accordance with the current allocation instructions for the Contract and may be, under certain circumstances, considered earnings. The Add-In Amount is not treated as a new Purchase Payment.

> *Example:* On the Notice Date, the Owner's surviving spouse elects to continue the Contract. On that date, the death benefit proceeds were $100,000 and the Contract Value was $85,000. Since the surviving spouse elected to continue the Contract in lieu of receiving the death benefit proceeds, we will increase the Contract Value by an Add-In Amount of $15,000 ($100,000 - $85,000 = $15,000). If the Contract Value on the Notice Date was $100,000 or higher, then nothing would be added to the Contract Value.

The continuing spouse is subject to the same fees, charges and expenses applicable to the deceased Owner of the Contract.

A Joint Owner who is the designated recipient, but not the Owner's spouse, may not continue the Contract. Under IRS Guidelines, once a surviving spouse continues the Contract, the Contract may not be continued again in the event the surviving spouse remarries. See <u>DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS</u>—**Death Benefits**—*Spousal Continuation* for additional information.

Death of Annuitant

If an Annuitant (who is not an Owner) dies and there is a surviving Joint Annuitant, the surviving Joint Annuitant becomes the Annuitant. If there is no surviving Joint Annuitant but there is a Contingent Annuitant, the Contingent Annuitant becomes the

Annuitant. If there is no surviving Joint Annuitant or Contingent Annuitant, the youngest Owner becomes the Annuitant, provided that the Owner is not a Non-Natural Owner. No death benefit will be paid, except as otherwise provided under the *Death Benefit Proceeds* section.

Death of Owner

If any Owner dies before the Annuity Date, the amount of the death benefit will be equal to the *Death Benefit Amount* under the Contract as of the Notice Date and will be paid in accordance with the *Death Benefit Proceeds* section and in accordance with the federal income tax distribution at death rules discussed in the **FEDERAL TAX ISSUES –** *Contract Owner's Estate* section.

Non-Natural Owner

If you are a Non-Natural Owner of a Contract other than a Contract issued under a Qualified Plan as defined in Section 401 or 403 of the Code, the Annuitant (either Annuitant if there are Joint Annuitants) will be treated as the Owner of the Contract for purposes of the Non-Qualified Contract Distribution Rules. If there are Joint or Contingent Annuitants, the death benefit proceeds will be payable on proof of death of the first annuitant. If there is a change in the Primary Annuitant prior to the Annuity Date, such change will be treated as the death of the Owner (however, under the terms of your Contract, you cannot change the Primary Annuitant). The Death Benefit Amount will be: (a) the Contract Value, if the Non-Natural Owner elects to maintain the Contract and reinvest the Contract Value into the contract in the same amount as immediately prior to the distribution; or (b) the Contract Value, less any charges for premium taxes and/or other taxes, if the Non-Natural Owner elects a cash distribution and will be paid in accordance with the *Death Benefits Proceeds* section and in accordance with the federal income tax distribution at death rules discussed in the **FEDERAL TAX ISSUES -** *Non-Natural Persons as Owners* section.

Non-Qualified Contract Distribution Rules

The Contract is intended to comply with all applicable provisions of Code Section 72(s) and any successor provision, as deemed necessary by us to qualify the Contract as an annuity contract for federal income tax purposes. If an Owner of a Non-Qualified Contract dies before the Annuity Date, distribution of the death benefit proceeds must begin within 1 year after the Owner's death or complete distribution within 5 years after the Owner's death. In order to satisfy this requirement, the designated recipient must receive a final lump sum payment by the 5th anniversary of the Contract Owner's death, or elect to receive an annuity for life or over a period that does not exceed the life expectancy of the designated recipient with annuity payments that start within 1 year after the Owner's death or, if permitted by the IRS, elect to receive a systematic distribution over a period not exceeding the beneficiary's life expectancy using a method that would be acceptable for purposes of calculating the minimum distribution required under section 401(a)(9) of the Code. If an election to receive an annuity is not made within 60 calendar days of our receipt of proof, In Proper Form, of the Owner's death or, if earlier, 60 calendar days (or shorter period as we permit) prior to the 1st anniversary of the Owner's death, the option to receive annuity payments is no longer available. If a Non-Qualified Contract has Joint Owners, this requirement applies to the first Contract Owner to die.

The Owner may designate that the Beneficiary will receive death benefit proceeds in a lump sum, or through annuity payments for Life, Life with Period Certain, Period Certain or a Scheduled Payout Option. Any Life with Period Certain or Period Certain payout period is 5 through 30 years, but cannot exceed the life expectancy of the Beneficiary. The Owner must designate the payment method in writing in a form acceptable to us. The Owner may revoke the designation only in writing and only in a form acceptable to us. Once the Owner dies, the Beneficiary cannot change or revoke the Owner's instructions regarding the payment of death benefit proceeds.

Qualified Contract Distribution Rules

Under Treasury regulations and our administrative procedures, if the Contract is owned under a Qualified Plan as defined in Sections 401, 403, 457(b), 408, or 408A of the Code distributions to the Beneficiary must satisfy the Required Minimum Distribution (RMD) rules of Code Section 401(a)(9). For Owner/Annuitants who die after December 31, 2019, the RMD rules for Beneficiaries who inherit an account or IRA are different depending on whether the Beneficiary is an "Eligible Designated Beneficiary" (EDB) or not. An EDB includes a surviving spouse, a disabled individual, a chronically ill individual, a minor child, or an individual who is not more than 10 years younger than the Owner/Annuitant. Certain trusts created for the exclusive benefit of disabled or chronically ill Beneficiaries are included. These EDBs may take their distributions over the Beneficiary's life expectancy and those distributions must commence by December 31st of the year following the death of the Owner/Annuitant. However, minor children must still take remaining distributions within 10 years of reaching age 21. Additionally, a surviving spouse Beneficiary may delay commencement of distributions until the later of the end of the year that the Owner/Annuitant would have attained age 73, or when the surviving spouse turns 73.

Designated Beneficiaries, who are not an EDB, must withdraw the entire account by the 10th calendar year following the death of the Owner/Annuitant. IRS and Treasury have released proposed regulations that require a beneficiary to take distributions "at least as rapidly" as the Owner/Annuitant died after his RBD and had begun receiving minimum distributions. These proposed regulations require the beneficiary to continue receiving distributions during the 10 years following the Owner/Annuitant's death. Please consult your tax advisor for more information about these new proposed regulations and the impact they may have on your situation.

Non-designated Beneficiaries must withdraw the entire account within 5 years of the Owner/Annuitant's death if distributions have not begun prior to death unless the owner dies after commencing his or her RMD payments.

If the Owner/Annuitant dies after the commencement of RMDs (except in the case of a Roth IRA when RMDs do not apply) but before the Annuitant's entire interest in the Contract (other than a Roth IRA) has been distributed, the remaining interest in the Contract must be distributed to the non-designated Beneficiary at least as rapidly as under the distribution method in effect at the time of the Annuitant's death.

You are responsible for monitoring distributions that must be taken to meet IRS guidelines.

The Owner may designate that the Beneficiary will receive death benefit proceeds in a lump sum, or through annuity payments for a Period Certain of 5 through 9 years. The Owner must designate the payment method in writing in a form acceptable to us. The Owner may revoke the designation only in writing and only in a form acceptable to us. Once the Owner dies, the Beneficiary cannot change or revoke the Owner's instructions regarding the payment of death benefit proceeds.

Optional Death Benefit Riders

Before purchasing any rider, make sure you understand all of the terms and conditions and consult with your financial professional for advice on whether a rider is appropriate for you.

We reserve the right to reject or restrict, at our discretion, any additional Purchase Payments for a rider. If we decide to no longer accept Purchase Payments for any rider, we will not accept subsequent Purchase Payments for your Contract and you will not be able to increase your Contract Value. We may reject or restrict additional Purchase Payments to help protect our ability to provide the guarantees under these riders (for example, changes in current economic factors or general market conditions). If we decide to no longer accept Purchase Payments, we will provide at least 30 calendar days advance written notice. See the Subsequent Purchase Payments subsection of the riders for additional information.

Return of Investment (ROI) Death Benefit

This rider is not available for Contracts issued in California, See Return of Investment (ROI) Death Benefit II below for Contracts issued in California.

(This rider is called the Return of Purchase Payments Death Benefit in the Contract's rider.)

This optional rider allows you to have your Death Benefit Amount, as of the Notice Date, be the greater of the Contract Value or the Total Adjusted Purchase Payments. The Notice Date is the day on which we receive, In Proper Form, proof of death and instructions regarding payment of any death benefit proceeds. An Owner change may only be elected if the age of any new Owner is 85 years or younger on the effective date of the Owner change (see the *Owner Change* subsection below).

Purchasing the Rider

You may purchase this optional rider at the time your application is completed and before your Contract is issued. You may not purchase this rider after the Contract Date. This rider may only be purchased if the age of each Owner and Annuitant is 85 or younger on the Contract Date. The rider charge is assessed and deducted daily as a percentage of your average daily Variable Account Value and will increase your Risk Charge. See the **FEE TABLE** and **Optional Death Benefit Rider Charges** subsection for more information.

If you purchase this rider and also have an optional living benefit rider in effect, any withdrawals for advisory fees to your financial professional are limited to 1.5% of the Contract Value during the calendar year. We will not accept any withdrawal requests to pay advisory fees in excess of the 1.5% limit during the calendar year. As a result, such withdrawals will not be an Excess Advisory Fee as described below. However, any withdrawal (regardless of the type of withdrawal) will reduce your Contract Value by the withdrawal amount.

Rider Terms

Excess Advisory Fees – Authorized withdrawals for advisory fees that exceed the annual rate of 1.5% of your Contract Value (based on the average daily Contract Value of the payment period elected by your financial professional) will reduce the Death Benefit Amount under this rider by more than the actual excess withdrawal amount. **Work with your financial professional to discuss the potential impact of deducting excess advisory fees from your Contract Value prior to making any election.** There will be no adjustment for authorized withdrawals for advisory fees that are less than or equal to the annual rate of 1.5% of your Contract Value during a calendar year. Authorized withdrawals from your Contract to pay advisory fees (regardless of percentage or amount withdrawn) reduces the Contract Value by the withdrawal amount. For an example of how advisory fee and Excess Advisory Fee withdrawals affect the benefits provided under the rider, see the **APPENDIX: RETURN OF INVESTMENT (ROI) DEATH BENEFIT SAMPLE CALCULATIONS**. Also see **WITHDRAWALS –** *Withdrawals to Pay Advisory Fees*.

Total Adjusted Purchase Payments – The sum of all Purchase Payments made to the Contract, reduced by a Pro Rata Reduction for each prior withdrawal, including RMDs. This amount may be adjusted if there is an Owner change. For adjustment purposes, withdrawals for advisory fees paid for the services provided by your financial professional will not be considered a withdrawal if the amount of advisory fees withdrawn is equal to or less than 1.5% of the total Contract Value for the Calendar Year. Excess Advisory Fees will be treated as a Pro Rata Reduction.

Pro Rata Reduction – The reduction percentage that is calculated at the time of the withdrawal by dividing the amount of each withdrawal by the Contract Value immediately prior to the withdrawal. **The reduction made, when the Contract Value is less than the Total Adjusted Purchase Payments made into the Contract, may be greater than the actual amount withdrawn.**

How the Rider Works

Upon the death of the first Owner (any Annuitant for Non-Natural Owners), before the Annuity Date, the Death Benefit Amount under this rider will be equal to the greater of (a) or (b) below:

(a) the Contract Value as of the Notice Date.

(b) Total Adjusted Purchase Payments as of the Notice Date.

Owner Change

If there is an Owner change to someone other than the previous Owner's spouse, to a Trust or non-natural entity where the Owner and Annuitant are not the same person prior to the Owner change, or if an Owner is added that is not the Owner's spouse, the Total Adjusted Purchase Payments will be reset to equal the lesser of:

- the Contract Value as of the effective date of the Owner change ("Change Date"), or
- Total Adjusted Purchase Payments as of the Change Date.

After the Change Date, the Total Adjusted Purchase Payments will be increased by any Purchase Payments made after the Change Date and will be reduced by any Pro Rata Reduction for any withdrawals made after the Change Date. **An Owner change to a Trust or non-natural entity where the Owner and the Annuitant are the same person prior to the Owner change will not trigger a reset.**

Any death benefit paid under this rider will be paid in accordance with the *Death Benefit Proceeds* subsection.

See the **APPENDIX: RETURN OF INVESTMENT (ROI) DEATH BENEFIT SAMPLE CALCULATIONS** for an example of how the death benefit is calculated following an Owner change**.**

Termination

The rider will remain in effect until the earlier of:

- the date you reduce your Contract Value to zero (0) through a withdrawal,
- when death benefit proceeds become payable under the Contract (except where the spouse of the deceased Owner continues the Contract, see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS** – *Spousal Continuation*),
- the Contract is terminated in accordance with the provisions of the Contract, or
- the Annuity Date.

The rider may not otherwise be cancelled.

Return of Investment (ROI) Death Benefit II

This rider is only available for Contracts issued in California.

(This rider is called the Return of Purchase Payments Death Benefit in the Contract's rider.)

This optional rider allows you to have your Death Benefit Amount, as of the Notice Date, be the greater of the Contract Value or the Total Adjusted Purchase Payments. The Notice Date is the day on which we receive, In Proper Form, proof of death and instructions regarding payment of any death benefit proceeds.

Purchasing the Rider

You may purchase this optional rider at the time your application is completed and before your Contract is issued. You may not purchase this rider after the Contract Date. This rider may only be purchased if the age of each Owner and Annuitant is 85 or younger on the Contract Date. The rider charge is assessed and deducted daily as a percentage of your average daily Variable Account Value and will increase your Risk Charge. See the **FEE TABLE** and **Optional Death Benefit Rider Charges** subsection for more information.

If you purchase this rider and also have an optional living benefit rider in effect, any withdrawals for advisory fees to your financial professional are limited to 1.5% of the Contract Value during the calendar year. We will not accept any withdrawal requests to pay advisory fees in excess of the 1.5% limit during the calendar year. As a result, such withdrawals will not be an Excess Advisory Fee as described below. However, any withdrawal (regardless of the type of withdrawal) will reduce your Contract Value by the withdrawal amount.

Rider Terms

Excess Advisory Fees – Authorized withdrawals for advisory fees that exceed the annual rate of 1.5% of your Contract Value (based on the average daily Contract Value of the payment period elected by your financial professional) will reduce the Death Benefit Amount under this rider by more than the actual excess withdrawal amount. **Work with your financial professional to discuss the potential impact of deducting excess advisory fees from your Contract Value prior to making any election.** There will be no adjustment for authorized withdrawals for advisory fees that are less than or equal to the annual rate of 1.5% of your Contract Value during a calendar year. Authorized withdrawals from your Contract to pay advisory fees (regardless of percentage or amount withdrawn) reduces the Contract Value by the withdrawal amount. For an example of how advisory fee and Excess Advisory Fee withdrawals affect the benefits provided under the rider, see the **APPENDIX: RETURN OF INVESTMENT (ROI) DEATH BENEFIT SAMPLE CALCULATIONS**. Also see **WITHDRAWALS –** *Withdrawals to Pay Advisory Fees*.

Total Adjusted Purchase Payments – The sum of all Purchase Payments made to the Contract, reduced by a Pro Rata Reduction for each prior withdrawal, including RMDs. For adjustment purposes, withdrawals for advisory fees paid for the services provided by your financial professional will not be considered a withdrawal if the amount of advisory fees withdrawn is equal to or less than 1.5% of the total Contract Value for the Calendar Year. Excess Advisory Fees will be treated as a Pro Rata Reduction.

Pro Rata Reduction – The reduction percentage that is calculated at the time of the withdrawal by dividing the amount of each withdrawal by the Contract Value immediately prior to the withdrawal. **The reduction made, when the Contract Value is less than the Total Adjusted Purchase Payments made into the Contract, may be greater than the actual amount withdrawn.**

How the Rider Works

Upon the death of the first Annuitant, before the Annuity Date, the Death Benefit Amount under this rider will be equal to the greater of (a) or (b) below:

(a) the Contract Value as of the Notice Date.

(b) Total Adjusted Purchase Payments as of the Notice Date.

Any death benefit paid under this rider will be paid in accordance with the *Death Benefit Proceeds* subsection.

See the **APPENDIX: RETURN OF INVESTMENT (ROI) DEATH BENEFIT SAMPLE CALCULATIONS** for an example of how the death benefit is calculated**.**

Termination

The rider will remain in effect until the earlier of:

- the date you reduce your Contract Value to zero (0) through a withdrawal,
- when death benefit proceeds become payable under the Contract (except where the spouse of the deceased Owner continues the Contract, see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS** – *Spousal Continuation*),
- the Contract is terminated in accordance with the provisions of the Contract, or
- the Annuity Date.

The rider may not otherwise be cancelled.

WITHDRAWALS

Optional Withdrawals

You may, on or prior to your Annuity Date, withdraw all or a portion of the amount available under your Contract while the Owner (or Annuitant in the case of a Non-Natural Owner) is living and your Contract is in force. You may surrender your Contract and make a full withdrawal at any time. If you surrender your Contract it will be terminated as of the Effective Date of the withdrawal. You may request to withdraw a specific dollar amount or a specific percentage of an Account Value or your Contract Value. You may choose to make your withdrawal from specified Investment Options. If you do not specify Investment Options, your withdrawal will be made from all of your Investment Options proportionately.

Each partial withdrawal must be for $500 or more. Pre-authorized partial withdrawals must be at least $250, except for pre-authorized withdrawals distributed by Electronic Funds Transfer (EFT), which must be at least $100. If your partial withdrawal from an Investment Option would leave a remaining Account Value in that Investment Option of less than $500, we also reserve the right, at our option and with prior written notice, to transfer that remaining amount to your other Investment Options on a proportionate basis relative to your most recent allocation instructions.

If your partial withdrawal leaves you with a Contract Value of less than $1,000, or if your partial withdrawal request is for an amount exceeding the amount available for withdrawal, as described in the *Amount Available for Withdrawal* section below, we have the right, at our option, to terminate your Contract and send you the withdrawal proceeds. However, we will not terminate your Contract if a partial withdrawal reduces the Contract Value to an amount less than $1,000 and there is an optional benefit rider in effect.

Amounts transferred or withdrawn from any fixed option may be delayed under extraordinary circumstances. See **ADDITIONAL INFORMATION – Timing of Payments and Transactions**.

Distributions made due to divorce instructions or under Code Section 72(t)/72(q) (substantially equal periodic payments) are treated as withdrawals for Contract purposes.

Amount Available for Withdrawal

The amount available for withdrawal is your Contract Value at the end of the Business Day on which your withdrawal request is effective, less any charge for premium taxes and/or other taxes. The amount we send to you (your "withdrawal proceeds") will also reflect any required or requested federal and state income tax withholding. See **FEDERAL TAX ISSUES** and **THE GENERAL ACCOUNT**. If you own an optional death benefit rider, taking a withdrawal may result in adverse consequences such as a reduction in rider benefits. If you own a guaranteed minimum withdrawal benefit rider, taking a withdrawal before a certain age or a withdrawal that is greater than the allowed annual withdrawal amount under a Rider may result in adverse consequences such as a reduction in Rider benefits, failure to receive lifetime withdrawals under the Rider, or termination of the Rider.

You assume investment risk on Purchase Payments in the Subaccounts. As a result, the amount available to you for withdrawal from any Subaccount may be more or less than the total Purchase Payments you have allocated to that Subaccount.

Pre-Authorized Withdrawals

If your Contract Value is at least $5,000, you may select the pre-authorized withdrawal option, and you may choose monthly, quarterly, semi-annual or annual withdrawals. Currently, we are not enforcing the minimum Contract Value amount but we reserve the right to enforce the minimum amount in the future. We will provide at least a 30-calendar day prior notice before we enforce the minimum Contract Value amount. Each withdrawal must be for at least $250, except for withdrawals distributed by Electronic Funds Transfer (EFT), which must be at least $100. Each pre-authorized withdrawal is subject to federal income tax on its taxable portion and may be subject to a tax penalty of 10% if you have not reached age 59½. Pre-authorized withdrawals cannot be used to continue the Contract beyond the Annuity Date. See **FEDERAL TAX ISSUES** and **THE GENERAL ACCOUNT**. Additional information and options are set forth in the **Pre-Authorized Withdrawals** section of the SAI. If you have a guaranteed minimum withdrawal benefit rider in effect, pre-authorized withdrawals cannot take place on your Contract Anniversary.

Special Requirements for Withdrawals and Payments to Third Party Payees

Withdrawals may not be directed to individual third-party payees. If you wish to have a full or partial withdrawal check made payable to a third-party payee that is a financial institution, trust, or charity, you must provide complete instructions and the request may require an original signature and/or signature guarantee.

Withdrawals to Pay Advisory Fees

You have purchased this Contract through a financial professional who offers investment advisory services for an advisory fee. The advisory fee for these services are covered in a separate agreement between you and your financial professional. These advisory fees are separate from and in addition to the Contract fees and expenses described in this prospectus. Your financial professional will be solely responsible for the accuracy of any such advisory fee payment calculation as well as the frequency or reasonableness of each withdrawal request to pay advisory fees. We have no duty to inquire into the amount of the Contract Value submitted for withdrawal but we will follow instructions provided (through the Advisory Authorization and Advisory Fee Withdrawal Request forms) and ensure the amount requested is distributed and processed accurately. We will not allow or make an advisory fee withdrawal until we have a completed Advisory Authorization from the Contract Owner.

You may authorize your financial professional to make withdrawals to pay advisory fees from your Contract by submitting the Advisory Authorization form. The Advisory Authorization form is used to authorize your financial professional to deduct advisory fees directly from your Contract, change or terminate any prior financial professional fee authorization, and to change the financial professional that services your Contract. Thereafter, your financial professional must submit the Advisory Fee Withdrawal Request form for each one-time withdrawal to pay advisory fees or to establish or change a scheduled withdrawal program to pay advisory fees. The scheduled withdrawal program will continue until you terminate it by notifying us in writing. Your authorized withdrawals to pay advisory fees will be noted on your quarterly statement.

If you elect to authorize your financial professional to make withdrawals to pay advisory fees from your Contract Value, the advisory fee will be deducted proportionately from all your Investment Options unless instructed otherwise, according to the calculations and instructions in the withdrawal request to pay advisory fees submitted by your financial professional. Your financial professional can have the fee deducted on an annual, semi-annual, quarterly, or monthly basis. Work with your financial professional to determine which options work for you.

Withdrawals from your Contract to pay advisory fees will impact guarantees under your Contract and may impact the benefits provided by optional death benefit and living benefit riders as described below. Withdrawals to pay advisory fees (regardless of percentage or amount withdrawn) reduce the Contract Value by the withdrawal amount. The death benefit amount under the Contract will be immediately reduced by the withdrawal amount. See **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Death Benefits** section for more information on how withdrawals to pay advisory fees affect the death benefit provided by the Contract.

- Optional death benefit rider. Withdrawals to pay advisory fees that are less than or equal to an annual rate of 1.5% of the Contract Value during the calendar year will not reduce the Death Benefit Amount under the optional Return of Investment (ROI) Death Benefit.
  - Optional death benefit rider *and* optional living benefit rider. If you also have an optional living benefit rider in effect, we will not allow your financial professional to withdrawal fees in excess of 1.5% of the Contract Value during the calendar year. As a result, there are no impacts to the benefits provided under the optional Return of Investment (ROI) Death Benefit (Return of Investment (ROI) Death Benefit II for Contracts issued in California) for withdrawals to pay investment advisory fees.
  - Optional death benefit rider *only.* Withdrawals to pay advisory fees that exceed an annual rate of 1.5% of the Contract Value during the calendar year will reduce the Death Benefit Amount under the optional Return of Investment (ROI) Death Benefit (Return of Investment (ROI) Death Benefit II for Contracts issued in California) by more than the actual excess withdrawal amount. See **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Optional Death Benefit Riders –** *Return of Investment (ROI) Death Benefit (*or *Return of Investment (ROI) Death Benefit II* for Contracts issued in California**)** for more information on how withdrawals to pay for advisory fees affect these benefits and see the **APPENDIX: RETURN OF INVESTMENT (ROI) DEATH BENEFIT SAMPLE CALCULATIONS** for an example of how advisory fee and Excess Advisory Fee withdrawals affect the benefits provided under the optional death benefit riders.
- Optional living benefit rider *only.* Withdrawals to pay advisory fees (regardless of percentage or amount withdrawn) while an optional living benefit rider is in effect, will not be allowed to exceed 1.5% of the Contract Value during the calendar year and the withdrawal will be deducted proportionately from all of your Investment Options. As a result, any advisory fees withdrawn will not be treated as a withdrawal under the riders.
  - For optional guaranteed minimum withdrawal benefit riders, any advisory fee withdrawal will not be counted towards the annual amount that may be withdrawn under a rider. However, any withdrawal from your Contract will reduce your Contract Value. See **OPTIONAL LIVING BENEFIT RIDERS**.

Below is an example demonstrating the impact of advisory fee deductions over time on Contract Value and death benefits.

Beginning of Contract Year	Purchase Payments Received	Advisory Fee Withdrawal Amount	Contract Value[1]	Total Adjusted Purchase Payments[1]
1	$100,000		$100,000	$100,000
Activity		$1,020	$100,980	$100,000
2			$104,000	$100,000
Activity		$1,102	$109,138	$100,000
3			$116,480	$100,000
Activity		$1,147	$113,585	$100,000
4			$112,986	$100,000
Activity		$1,147	$113,534	$100,000
5			$116,375	$100,000
Activity		$1,210	$119,820	$100,000
6			$125,685	$100,000
Activity		$1,037	$102,653	$100,000
7			$81,695	$100,000
Activity		$768	$76,026	$100,000
8			$71,892	$100,000

Activity	$748	$74,020	$100,000
9		$77,643	$100,000
Activity	$831	$82,248	$100,000
10		$88,513	$100,000
Activity	$885	$86,964	$100,000
Death Occurs		$87,186	$100,000

[1]The greater of the Contract Value or the Total Adjusted Purchase Payments represents the Death Benefit Amount with the optional Return of Investment (ROI) Death Benefit Rider

On the Rider Effective Date, the initial values are set as follows:

- Total Adjusted Purchase Payment = Initial Purchase Payment = $100,000
- Contract Value = Initial Purchase Payment = $100,000

During each Contract Year, a withdrawal was authorized by the Owner to pay investment advisory fees. In all years the amount withdrawn was less than 1.5% of the Contract Value, and thus no withdrawals are considered an Excess Advisory Fee.

Contract Value is reduced for the full amount of the withdrawal. Because all withdrawals for advisory fees are less than 1.5% of the Contract Value, Total Adjusted Purchase Payments are not reduced

During Contract Year 10, death occurs. The Death Benefit Amount under the Return of Investment (ROI) Death Benefit will be the Total Adjusted Purchase Payments ($100,000) because that amount is greater than the Contract Value ($87,186).

Using the table above, if death occurred in Contract Year 5, the Death Benefit Amount under the Return of Investment (ROI) Death Benefit would be the Contract Value ($116,375) because that amount is greater than the Total Adjusted Purchase Payment of $100,000.

You should discuss with your financial professional the impact of deducting advisory fees from the Contract Value prior to authorizing your financial professional to make withdrawals to pay advisory fees from you Contract Value and, if you have authorized such withdrawals, prior to electing an optional living benefit rider or death benefit rider.

Advisory fees that do not exceed an annual rate of 1.5% of the Contract Value during a calendar year are not treated as taxable distributions. Advisory fees that exceed the 1.5% limit will be treated as taxable distributions and may be subject to federal and state income taxes, including a 10% federal tax penalty. See **FEDERAL TAX ISSUES –** *Advisory Fees* for additional information on possible tax implications for advisory fee withdrawals on Non-Qualified and Qualified Contracts.

Special Restrictions Under Qualified Plans

Qualified Plans may have additional rules regarding withdrawals from a Contract purchased under such a Plan. In general, if your Contract was issued under certain Qualified Plans (if available), *you may not withdraw amounts* attributable to contributions made pursuant to a salary reduction agreement (as defined in Section 402(g)(3)(A) of the Code) or to transfers from a custodial account (as defined in Section 403(b)(7) of the Code) *except* in cases of your:

- severance from employment,
- death,
- disability as defined in Section 72(m)(7) of the Code,
- distributions upon termination of a Qualified Plan,
- reaching age 59½, or
- hardship as defined for purposes of Section 401 of the Code.

These limitations do not affect certain rollovers or exchanges between Qualified Plans, and do not apply to rollovers from these Qualified Plans to an individual retirement account or individual retirement annuity. In the case of a 403(b) plan, these limitations do not apply to certain salary reduction contributions made, and investment results earned, prior to dates specified in the Code.

Hardship withdrawals under the exception provided above are restricted to amounts attributable to salary reduction contributions, and do not include investment results. This additional restriction does not apply to salary reduction contributions made, or investment results earned, prior to dates specified in the Code.

Certain distributions, including rollovers, may be subject to mandatory withholding of 20% for federal income tax and to a tax penalty of 10% if the distribution is not transferred directly to the trustee of another Qualified Plan, or to the custodian of an individual retirement account or issuer of an individual retirement annuity. See **FEDERAL TAX ISSUES -** *Tax Withholding for Qualified Contracts*. Distributions may also trigger withholding for state income taxes. The tax and ERISA rules relating to withdrawals from

Contracts issued to Qualified Plans are complex. We are not the administrator of any Qualified Plan. You should consult your qualified tax advisor and/or your Plan Administrator before you withdraw any portion of your Contract Value.

Effective Date of Withdrawal Requests

Withdrawal requests we receive before the close of the New York Stock Exchange, which usually closes at 4:00 p.m. Eastern time, will be effective at the end of the same Business Day that we receive them In Proper Form unless the transaction or event is scheduled to occur on another Business Day. Withdrawal requests received after the close of the New York Stock Exchange will be effective on the following Business Day. We will normally send the proceeds within 7 calendar days after your request is effective. See **ADDITIONAL INFORMATION - Timing of Payments and Transactions**. If a Purchase Payment is made by check and you submit a withdrawal request immediately afterwards, we may hold the check and the payment of any withdrawal proceeds may be delayed until we receive confirmation in our Service Center that your check has cleared. In general, a delay of the payment of withdrawal proceeds during the check hold period will not exceed ten Business Days after we receive your withdrawal request In Proper Form. If we delay the payment of withdrawal proceeds during the check hold period, we will calculate the value of your withdrawal proceeds as of the end of the Business Day we received your withdrawal request In Proper Form.

Tax Consequences of Withdrawals

All withdrawals, including pre-authorized withdrawals, will generally have federal income tax consequences, which could include tax penalties. **You should consult with a qualified tax advisor before making any withdrawal, selecting the pre-authorized withdrawal option, or for withdrawals to pay for advisory fees to your financial professional pursuant to an Advisory Authorization form.** See **FEDERAL TAX ISSUES -** *10% Tax Penalty for Early Withdrawals*.

Right to Cancel ("Free Look")

You may return your Contract for cancellation and a refund during your Free Look period. Your Free Look period is usually the 10-calendar day period beginning on the calendar day you receive your Contract, but may vary if required by state law or if you are replacing another annuity contract or life insurance policy. The amount of your refund may be more or less than the Purchase Payments you have made. If a Purchase Payment is made by check other than a cashier's check, we may hold the check and the payment of any refund during the "Right to Cancel" period may be delayed until we receive confirmation in our Service Center that your check has cleared. If you return your Contract and provide cancellation instructions and it is post-marked during the Free Look period, it will be cancelled as of the date we receive your Contract and cancellation instructions In Proper Form. In most states, you will then receive a refund of your Contract Value, based upon the next determined Accumulated Unit Value (AUV) after we receive your Contract for cancellation, plus a refund of any amount that may have been deducted as Contract fees and charges. Your refund amount may be subject to income tax consequences, which include tax penalties. You should consult with a qualified tax advisor before cancelling your Contract for a refund.

In some states we are required to refund your Purchase Payments. If your Contract was issued in such a state and you cancel your Contract during the Free Look period, we will return the greater of your Purchase Payments (less any withdrawals made, including those to pay advisory fees) or the Contract Value, plus any amounts deducted as Contract fees and charges. In addition, if your Contract was issued as an IRA and you return your Contract within 7 calendar days after you receive it, we will return the greater of your Purchase Payments (less any withdrawals made, including those to pay advisory fees) or the Contract Value, plus any amount deducted as Contract fees and charges.

Your Purchase Payments are allocated to the Investment Options you indicated on your application, unless otherwise required by state law. If state law requires that your Purchase Payments must be allocated to Investment Options different than you requested, we will comply with state requirements. In this situation, your Purchase Payments will be held in the Fidelity® VIP Government Money Market Variable Investment Option. At the end of the Free Look period, we will allocate your Purchase Payments based on your allocation instructions.

See **ADDITIONAL INFORMATION – State Considerations.**

For replacement business, the Free Look period may be extended and the amount returned (Purchase Payment versus Contract Value) may be different than for non-replacement business. Please consult with your financial professional if you have any questions regarding your state's Free Look period and the amount of any refund. See **ADDITIONAL INFORMATION – Replacement of Life Insurance or Annuities**.

You will find a complete description of the Free Look period and amount to be refunded that applies to your Contract on the Contract's cover page. See **ADDITIONAL INFORMATION – State Considerations.**

If your Contract is issued in exchange for another annuity contract or a life insurance policy, our administrative procedures may vary, depending on the state in which your Contract is issued.

OPTIONAL LIVING BENEFIT RIDERS

General Information

Before purchasing any optional rider, make sure you understand all of the terms and conditions and consult with your financial professional for advice on whether an optional rider is appropriate for you. We reserve the right to only allow the purchase of an optional living benefit rider at Contract issue and will give prior written notice and amend the prospectus to reflect such a change. Your election to purchase an optional rider must be received In Proper Form.

We reserve the right to reject or restrict, at our discretion, any additional Purchase Payments. If we decide to no longer accept Purchase Payments for any rider, we will not accept subsequent Purchase Payments for your Contract or any other optional living benefit riders that you may own, and you will not be able to increase your Contract Value or increase any protected amounts under your optional living benefit rider by making additional Purchase Payments into your Contract. We may reject or restrict additional Purchase Payments to help protect our ability to provide the guarantees under these riders (for example, changes in current economic factors or general market conditions). If we decide to no longer accept Purchase Payments, we will provide at least 30 calendar days advance written notice. See the *Subsequent Purchase Payments* subsection of the riders for additional information.

Living benefit riders available through this Contract, for an additional cost, are categorized as guaranteed minimum withdrawal benefit riders. Only one guaranteed minimum withdrawal benefit rider may be owned or in effect at the same time. The following is a list of riders currently available:

Guaranteed Minimum Withdrawal Benefit

- Portfolio Income Protector (Single or Joint)

The guaranteed minimum withdrawal benefit riders focus on providing an income stream for life through withdrawals during the accumulation phase, if certain conditions are met. The riders have the same basic structure with differences in the percentage that may be withdrawn each year and how long the withdrawals may last (for example, for a single life or for joint lives). The riders also offer the potential to lock in market gains on each Contract Anniversary, which are used to calculate annual rider withdrawal limits. Such "locked-in" market gains are not added to the Contract Value, withdrawable as a lump sum, payable as a death benefit, or used in calculating any annuity option under the Contract before the maximum Annuity Date but may increase the annual amount you may withdraw each year under the rider. If the Designated Life (or youngest Designated Life for joint versions) is at or above age 59½, the riders provide an income stream regardless of market performance, even if your Contract Value is reduced to zero (such as through withdrawals (except Excess Withdrawals), fees, or market performance). If the Designated Life (youngest Designated Life for joint versions) is below age 59½ and your Contract Value goes to zero (such as through withdrawals, fees, or market performance) the rider will terminate without value and no further withdrawal may be made under the rider. Withdrawals made under the riders are from the Owner's Contract Value until the Contract Value goes to zero. The Company is only required to make lifetime income payments to the Owner once the Contract Value is reduced to zero (unless due to Excess Withdrawals), which may never occur.

Withdrawals made under the riders are from the Contract Owner's Contract Value until the Contract Value goes to zero. We are only required to make lifetime income payments to the Contract Owner once the Contract Value is reduced to zero (except due to Excess Withdrawals), which may never occur.

You can find complete information about each rider and its key features and benefits below.

You may purchase an optional rider on the Contract Date or within 60 calendar days after the Contract Date (Rider Effective Date will be the Contract Date). Your election to purchase an optional rider must be received In Proper Form. You can find complete purchasing and eligibility information about each optional rider in the *Purchasing Your Rider* subsection of each rider.

Distributions made due to a request for partial annuitization, divorce instructions or under Code Section 72(t)/72(q) (substantially equal periodic payments) are treated as withdrawals for Contract purposes and may adversely affect rider benefits.

Taking a withdrawal before 59 ½, after 59½ but during the term which an annual credit may be applied, or a withdrawal that is greater than the annual withdrawal amount ("excess withdrawal") under a particular rider may result in adverse consequences such as a permanent reduction in rider benefits, the failure to receive lifetime withdrawals under a rider, or termination of the rider. **If you would like to make an excess withdrawal and are uncertain how an excess withdrawal will reduce your future guaranteed withdrawal amounts, then you may contact us prior to requesting the withdrawal to obtain a personalized, transaction specific calculation showing the effect of the excess withdrawal.**

Work with your financial professional to review the different riders available for purchase, how they function, how the riders differ from one another, and to understand all of the terms and conditions of a living benefit rider prior to purchase.

Living benefit riders have investment allocation requirements. By adding an optional living benefit rider to your Contract, you agree to the investment allocation requirements for the entire period that you own a rider. These requirements may limit the number of Investment Options that are otherwise available to you under your Contract. You can find the requirements in the Living Benefit Investment Allocation Requirements section of the APPENDIX: FUNDS AVAILABLE UNDER THE CONTRACT.

Multiple Rider Ownership

Only one guaranteed minimum withdrawal benefit rider may be owned or in effect at the same time.

Rate Sheet Prospectus Supplement

A Rate Sheet Prospectus Supplement is currently used for the Portfolio Income Protector (Single) and (Joint) riders. This supplement is a periodic supplement to the prospectus that discloses the current Annual Charge Percentage, Annual Credit Percentage, and Withdrawal Percentages in effect for the Portfolio Income Protector (Single) or (Joint) riders. You can obtain current percentage rates by calling your financial professional, visiting www.PacificLife.com, or by calling us at (800) 722-4448.

To receive the applicable percentages in a supplement, your application must be signed on or after the date referenced in the supplement, your application must be received, In Proper Form, within 14 calendar days after the date you sign your application, and we must receive, In Proper Form, the initial Purchase Payment within 60 calendar days after the date you sign your application. Once the rider is issued, your percentages will not change as long as you own the rider (even if an automatic reset occurs as described in the *Reset of Protected Payment Base* subsection of each rider).

We will periodically issue new supplements that may reflect percentages that may be higher or lower than the percentages in a previous supplement. The rates in the supplement cannot be superseded or changed until a new supplement is filed 10 business days before the effective date of the new supplement.

Subject to meeting the timelines referenced in the applicable supplement, on the issue date, if the rates we are currently offering have changed since the date you signed your application, the following will apply:

- If the Annual Credit Percentage increased, you will receive the higher percentage in effect on the issue date.
- If any Withdrawal Percentage increased, you will receive the higher percentages in effect on the issue date.
- If the Annual Charge Percentage decreased, you will receive the lower percentage in effect on your issue date.

However, if the Annual Credit and/or any Withdrawal Percentage decreased, or the Annual Charge Percentage increased, you will receive the Annual Credit, Withdrawal and Annual Charge Percentages in effect on the date you signed your application.

If the necessary paperwork and initial Purchase Payment are not received within the timeframes stated in the applicable supplement, or you elect to purchase a rider within 60 calendar days after the Contract issue date, you will receive the applicable percentages in effect as of the Contract issue date.

If you purchased a rider, review the Rate Sheet Prospectus Supplement provided to you at Contract issue, review the rider specifications page you receive for your Contract, speak with your financial professional, or call us at (800) 722-4448 to confirm the percentages applicable to you.

Rate Sheet Prospectus Supplements (for periods on and after May 1, 2022) may be found in the front of this prospectus. For Contracts with applications signed prior to May 1, 2022, see **APPENDIX: HISTORICAL RIDER PERCENTAGES**.

Portfolio Income Protector (Single)

(This rider is called the Guaranteed Withdrawal Benefit XXV Rider – Single Life in the Contract's rider.)

Purchasing the Rider

Prior to purchase, you must obtain our approval if your initial Protected Payment Base is $1,000,000 or greater.

You may purchase this rider on the Contract Date or within 60 calendar days after the Contract Date (Rider Effective Date will be the Contract Date), provided that on the Rider Effective Date:

- the Designated Life is 85 years of age or younger,
- the Owner and Annuitant is the same person (except for Non-Natural Owners),
- the Contract is not issued as an Inherited IRA, Inherited Roth IRA, Inherited TSA, Non-Qualified Life Expectancy (Stretch), and
- you allocate your entire Contract Value according to the investment allocation requirements in the **APPENDIX: FUNDS AVAILABLE UNDER THE CONTRACT**.

Joint Owners may not purchase this rider.

If you purchase this rider, the rider charge will be assessed as a percentage of the Protected Payment Base and deducted quarterly. See the Rate Sheet Prospectus Supplement and the **Optional Living Benefit Rider Charges** subsection for more information.

When this rider is in effect, any withdrawals for advisory fees to your financial professional are limited to 1.5% of the Contract Value during the calendar year. We will not accept any withdrawal requests to pay advisory fees in excess of the

1.5% limit during the calendar year. As a result, such withdrawals are not treated as withdrawals under this rider. However, any withdrawal (regardless of the type of withdrawal) will reduce your Contract Value by the withdrawal amount.

Rider Terms

Annual Credit – An amount added to the Protected Payment Base. **The Annual Credit Percentage is disclosed in the Rate Sheet Prospectus Supplement applicable to your Contract.**

Annual RMD Amount – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Code Section 401(a)(9) ("Section 401(a)(9)") and related Treasury Regulations.

Designated Life – The person upon whose life the benefits of this rider are based. The Owner/Annuitant (the Annuitant in the case of a Non-Natural Owner) will be the Designated Life. The Designated Life cannot be changed.

Early Withdrawal – Any withdrawal (excluding a withdrawal for advisory fees) that occurs before the Designated Life is 59½ years of age.

Excess Withdrawal – Any withdrawal (except an RMD Withdrawal and any withdrawal for advisory fees) that occurs after the Designated Life is age 59½ or older and exceeds the Protected Payment Amount.

Protected Payment Amount – The maximum amount that can be withdrawn (excluding a withdrawal for advisory fees) in a Contract Year under this rider without reducing the Protected Payment Base. The initial Protected Payment Amount will depend on the age of the Designated Life. If the Designated Life is younger than 59½ years of age, the Protected Payment Amount is equal to zero (0); however, once the Designated Life reaches age 59½, the Protected Payment Amount will be determined using the age at the time of the first withdrawal or the first withdrawal after an Automatic Reset. If the Designated Life is 59½ years of age or older, the Protected Payment Amount is the Withdrawal Percentage multiplied by the Protected Payment Base less any withdrawals (excluding withdrawals for advisory fees) during the Contract Year. In any event, the Protected Payment Amount will never be less than zero (0). **The Withdrawal Percentages are disclosed in the Rate Sheet Prospectus Supplement applicable to your Contract.**

Protected Payment Base – An amount used to determine the Protected Payment Amount. The Protected Payment Base will remain unchanged except as otherwise described under the provisions of this rider. The initial Protected Payment Base is equal to the initial Purchase Payment. See Example 1 in the **APPENDIX: PORTFOLIO INCOME PROTECTOR (SINGLE & JOINT) SAMPLE CALCULATIONS** for a numerical example of initial values. The Protected Payment Base will never be less than zero (0).

Reset Date – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset occurs.

Rider Effective Date – The date the guarantees and charges for the rider become effective; the Contract Date.

Withdrawal Percentage – This percentage is used to determine the Protected Payment Amount. The applicable Withdrawal Percentage is based on the age of the Designated Life at the time the first withdrawal (excluding a withdrawal for advisory fees), or the first withdrawal (excluding a withdrawal for advisory fees) after an Automatic Reset occurs. **The Withdrawal Percentages are disclosed in the Rate Sheet Prospectus Supplement applicable to your Contract.**

Annual Credit

On each Contract Anniversary after the Rider Effective Date, an Annual Credit will be applied to the Protected Payment Base until the earlier of:

- the first withdrawal since the Rider Effective Date, or
- 10 Contract Anniversaries from the Rider Effective Date.

Prior to an Automatic Reset, the Annual Credit amount is equal to the Annual Credit Percentage multiplied by the total Purchase Payments received. Once an Automatic Reset takes place, the Annual Credit amount is equal to the reset Protected Payment Base plus any subsequent Purchase Payments multiplied by the Annual Credit Percentage. See Example 2 in the **APPENDIX: PORTFOLIO INCOME PROTECTOR (SINGLE & JOINT) SAMPLE CALCULATIONS** for a numerical example of the Annual Credit calculation. Once a withdrawal (including an RMD withdrawal but excluding a withdrawal for advisory fees) or 10 Contract Anniversaries has occurred, as measured from the Rider Effective Date, no Annual Credit will be added to the Protected Payment Base. In addition, Annual Credit eligibility cannot be reinstated/restarted by any Automatic Reset. Any Annual Credit added during any Contract Year before Annual Credit eligibility is lost will continue to be counted in the Protected Payment Base. **The Annual Credit Percentage is disclosed in the Rate Sheet Prospectus Supplement applicable to your Contract. A withdrawal for advisory fees is not treated as a withdrawal for rider purposes and will not stop the Annual Credit.**

You will find information about an RMD Withdrawal in the *Required Minimum Distributions* subsection and information about *Automatic Resets* in the *Reset of Protected Payment Base* subsection below.

How the Rider Works

Beginning at age 59½, this rider guarantees you can withdraw up to the Protected Payment Amount, regardless of market performance, until the rider terminates. This rider provides for an amount (an "Annual Credit") to be added to the Protected Payment Base. The rider provides for Automatic Resets of the Protected Payment Base to an amount equal to 100% of the Contract Value (if the Protected Payment Base is at least $1.00 less than the Contract Value on that Contract Anniversary). If there is an Annual Credit Amount applied, it is added to the Protected Payment Base before any reset determination is made. Once the rider is purchased, you cannot request a termination of the rider (see the *Termination* subsection of this rider for more information).

If the Designated Life is 59½ years of age or older, the Protected Payment Amount is the applicable Withdrawal Percentage **(as disclosed in the Rate Sheet Prospectus Supplement applicable to your Contract)** multiplied by the Protected Payment Base less any withdrawals made during the current Contract Year. If the Designated Life is younger than 59½ years of age, the Protected Payment Amount is zero (0). **Any allowable Protected Payment Amount remaining at the end of a Contract Year cannot be withdrawn during any following Contract Year.**

If applicable, an Annual Credit is added to the Protected Payment Base prior to any Automatic Reset. If the Contract Value as of that Contract Anniversary is greater than the Protected Payment Base (which includes the Annual Credit amount), then the Protected Payment Base will be automatically reset to equal the Contract Value.

The Protected Payment Base may change over time. The Protected Payment Base can be changed by subsequent Purchase Payments, the Annual Credit, Automatic Resets or by certain withdrawals. Here are ways the Protected Payment Base may change:

- The Protected Payment Base is increased by the full amount of any subsequent Purchase Payments made during the Contract Year.
- For the first 10 years from the Rider Effective Date, the Protected Payment Base will be increased by the Annual Credit amount, as long as no withdrawals are made. If you take any type of withdrawal (excluding a withdrawal for advisory fees) within the first 10 years from the Rider Effective Date, the Annual Credit will no longer affect the Protected Payment Base. **Any Annual Credit added during the Contract Years before the withdrawal will remain in the Protected Payment Base.**
- An Automatic Reset (if the Protected Payment base is at least $1.00 less than the Contract Value on that Contract Anniversary) will increase the Protected Payment Base. Any Annual Credit added during the Contract Years before the withdrawal will remain in the Protected Payment Base. See the *Reset of Protected Payment Base* subsection below.
- A withdrawal that is less than or equal to the amount allowed each Contract Year (the Protected Payment Amount) will not change the Protected Payment Base. However, if a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base at the time of withdrawal, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn. For withdrawals that are greater than the Protected Payment Amount, see the Withdrawal of Protected Payment Amount subsection. See Examples 3 and 4 of the **APPENDIX: PORTFOLIO INCOME PROTECTOR (SINGLE & JOINT) SAMPLE CALCULATIONS** for numerical examples of withdrawals and the effect on the Protected Payment Base.

The Protected Payment Base cannot be withdrawn as a lump sum, is not payable as a death benefit, and is not used in calculating any annuity option available under the Contract before the maximum Annuity Date. See the *Annuitization* subsection below.

For purposes of this rider, the term "withdrawal" does not include withdrawals for advisory fees. Amounts withdrawn under this rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract. If the withdrawal amount is requested on a net basis, the Contract Owner must account for any charges and taxes to ensure that the gross withdrawal amount does not exceed the Protected Payment Amount. Unless you specify otherwise, a partial withdrawal amount requested will be processed as a gross amount. Withdrawals under this rider are not annuity payouts. Annuity payouts generally receive a more favorable tax treatment than other withdrawals.

If your Contract is a Qualified Contract, including an IRA Contract, you are subject to restrictions on withdrawals you may take prior to a triggering event (*e.g.* reaching age 59½, separation from service, disability) and you should consult your tax or legal advisor prior to purchasing this optional rider, the primary benefit of which is guaranteeing withdrawals. For additional information regarding withdrawals and triggering events, see **FEDERAL TAX ISSUES – IRAs and Qualified Plans**.

Withdrawal of Protected Payment Amount

When the Designated Life is 59½ years of age or older, you may withdraw up to the Protected Payment Amount each Contract Year, regardless of market performance, until the rider terminates. The Protected Payment Amount will be reduced by the amount withdrawn during the Contract Year, inclusive of any applicable charges and taxes, and will be reset each Contract Anniversary. Any portion of the Protected Payment Amount not withdrawn during a Contract Year may not be carried over to the next Contract Year. If a withdrawal does not exceed the Protected Payment Amount immediately prior to that withdrawal, the Protected Payment Base will remain unchanged.

Withdrawals Exceeding the Protected Payment Amount. If a withdrawal (except an advisory fee withdrawal or an RMD Withdrawal) exceeds the Protected Payment Amount immediately prior to that withdrawal, we will (immediately following the withdrawal) reduce the Protected Payment Base on a proportionate basis for the amount in excess of the Protected Payment Amount. **Withdrawals that exceed the Protected Payment Amount may have the effect of reducing future benefits by more than the dollar amount of the withdrawal.** (See Example 4 in the **APPENDIX: PORTFOLIO INCOME PROTECTOR (SINGLE &**

JOINT) SAMPLE CALCULATIONS for a numerical example of the adjustments to the Protected Payment Base as a result of an Excess Withdrawal.) If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn. **A withdrawal for advisory fees is not treated as a withdrawal for rider purposes. If you would like to make an excess withdrawal and are uncertain how an excess withdrawal will reduce your future guaranteed withdrawal amounts, then you may contact us prior to requesting the withdrawal to obtain a personalized, transaction specific calculation showing the effect of the excess withdrawal.**

If you request a withdrawal that is greater than the Protected Payment Amount, you must have Contract Value that is equal to or greater than the withdrawal amount requested or your rider will terminate (see the Depletion of Contract Value subsection below).

For information regarding taxation of withdrawals, see **FEDERAL TAX ISSUES – Qualified Contracts-General Rules** - *Taxes Payable*.

Early Withdrawal

If an Early Withdrawal occurs, we will (immediately following the Early Withdrawal) reduce the Protected Payment Base either on a proportionate basis or by the total withdrawal amount, whichever results in a lower Protected Payment Base. **Early Withdrawals may have the effect of reducing future benefits by more than the dollar amount of the withdrawal.** However**,** a withdrawal for advisory fees is not considered as an early withdrawal. See Example 5 in the **APPENDIX: PORTFOLIO INCOME PROTECTOR (SINGLE & JOINT) SAMPLE CALCULATIONS** for a numerical example of the adjustments to the Protected Payment Base as a result of an Early Withdrawal.

Required Minimum Distributions

No adjustment will be made to the Protected Payment Base as a result of a withdrawal that exceeds the Protected Payment Amount immediately prior to the withdrawal, provided:

- such withdrawal (an "RMD Withdrawal") is for purposes of satisfying the minimum distribution requirements of Section 401(a)(9) and related Treasury Regulations,
- you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen,
- the Annual RMD Amount is based on the previous year-end fair market value of this Contract only, and
- only RMD withdrawals are made from the Contract during the Contract Year.

Once a withdrawal occurs, including an RMD Withdrawal, no Annual Credit will be added to the Protected Payment Base. In addition, Annual Credit eligibility cannot be reinstated/restarted by any Automatic Reset. Any Annual Credit added during any Contract Year before Annual Credit eligibility is lost will continue to be counted in the Protected Payment Base.

We reserve the right to modify or eliminate the treatment of RMD Withdrawals under this rider if there is any change to the Internal Revenue Code or Treasury Regulations relating to required minimum distributions, including the issuance of relevant IRS guidance. If we exercise this right, we will provide 30 days advance notice to the Owner.

See Example 6 in the **APPENDIX: PORTFOLIO INCOME PROTECTOR (SINGLE & JOINT) SAMPLE CALCULATIONS** for numerical examples that describe what occurs when only withdrawals of the Annual RMD Amount are made during a Contract Year and when withdrawals of the Annual RMD Amount plus other non-RMD Withdrawals are made during a Contract Year.

Also see **FEDERAL TAX ISSUES – Qualified Contracts** – *Required Minimum Distributions*.

Depletion of Contract Value

If the Designated Life is younger than age 59½ when the Contract Value is zero (such as through withdrawals, fees, or market performance), the rider will terminate.

If the Designated Life is age 59½ or older and the Contract Value was reduced to zero by a withdrawal that exceeds the Protected Payment Amount (excluding an advisory fee withdrawal or an RMD withdrawal), the rider will terminate.

If the Designated Life is age 59½ or older and the Contract Value was reduced to zero by a withdrawal that did not exceed the Protected Payment Amount (except that an advisory fee withdrawal or an RMD Withdrawal may exceed the Protected Payment Amount), the following will apply:

- the allowable withdrawal amount from the Contract beginning in the Contract year that the Contract Value is reduced to zero will be limited to the Protected Payment Amount which will be paid automatically each year until the date of death of the Designated Life (once the Contract Value is zero, no further withdrawals for advisory fees will occur),
- the Protected Payment Amount will be paid under a series of pre-authorized withdrawals under a payment frequency as elected by the Owner, but no less frequently than annually, until the rider is terminated (see the *Termination* subsection below),
- no additional Purchase Payments will be accepted under the Contract, and

- the Contract will cease to provide any death benefit (amount will be zero).

Reset of Protected Payment Base

On and after each Reset Date, the provisions of this rider shall apply in the same manner as they applied when the rider was originally issued except that an Automatic Reset will not reinstate eligibility for the Annual Credit as described above. The limitations and restrictions on Purchase Payments and withdrawals, the deduction of rider charges and any future reset options available on and after the Reset Date, will again apply and will be measured from that Reset Date. A reset occurs when the Protected Payment Base is changed to an amount equal to the Contract Value as of the Reset Date.

Automatic Reset. On each Contract Anniversary, while this rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base to an amount equal to 100% of the Contract Value, if the Protected Payment Base, after any Annual Credit is applied, is at least $1.00 less than the Contract Value on that Contract Anniversary. See Example 7 in the **APPENDIX: PORTFOLIO INCOME PROTECTOR (SINGLE & JOINT) SAMPLE CALCULATIONS** for a numerical example of an Automatic Reset.

Subsequent Purchase Payments

If we accept additional Purchase Payments after the Rider Effective Date, we will increase the Protected Payment Base by the amount of the Purchase Payments. See Example 2 in the **APPENDIX: PORTFOLIO INCOME PROTECTOR (SINGLE & JOINT) SAMPLE CALCULATIONS** for a numerical example of adjustments to the Protected Payment Base when an additional Purchase Payment is made. We reserve the right to reject or restrict, at our discretion, any additional Purchase Payments. If we exercise our right to reject or restrict any future Purchase Payments, we will provide 30 days advance notice to the Owner. If we decide to no longer accept Purchase Payments, we will not accept subsequent Purchase Payments for your Contract and any limitations will be applied uniformly to all Contract Owners.

Annuitization

If you annuitize the Contract at the maximum Annuity Date specified in your Contract and this rider is still in effect at the time of your election and a Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- the Life Only fixed annual payment amount based on the terms of your Contract, or
- the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in your Contract, your annuity payments will be determined in accordance with the terms of your Contract. The Protected Payment Base and Protected Payment Amount under this rider will not be used in determining any annuity payments and your annuity payments received may be less than the Protected Payment Amount you are entitled to receive for life under the rider. **Work with your financial professional to determine if you should annuitize your Contract before the maximum Annuity Date or stay in the accumulation phase and continue to take withdrawals under the rider.**

Continuation of Rider if Surviving Spouse Continues Contract

This rider terminates upon the death of the Designated Life or when a death benefit becomes payable under the Contract, whichever occurs first. If the surviving spouse continues the Contract, the surviving spouse may not re-purchase this rider and the rider will terminate. The surviving spouse may elect to receive any death benefit proceeds instead of continuing the Contract (see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS - Death Benefits**).

Termination

You cannot request a termination of the rider. Except as otherwise provided below, the rider will automatically terminate on the earliest of:

- the day any portion of the Contract Value is no longer allocated according to the investment allocation requirements in the **APPENDIX: FUNDS AVAILABLE UNDER THE CONTRACT** and no corrective action was taken, after written notice was provided, to comply with the requirements to continue the Rider,
- the date of the death of the Designated Life or when a death benefit becomes payable under the Contract,
- the day the Contract is terminated in accordance with the provisions of the Contract,
- the day we are notified of an ownership change of a Non-Qualified Contract (excluding ownership changes: to or from certain trusts, adding or removing the Owner's spouse, or for Riders issued in California),
- the Annuity Date (see the *Annuitization* subsection for additional information),
- the day the Contract Value is reduced to zero (0) as a result of an Excess Withdrawal (see *Rider Terms*) and the Designated Life is 59½ or older, or
- the day the Contract Value is reduced to zero (0) (such as through withdrawals, fees, or market performance) if the Designated Life is younger than age 59½.

See the *Depletion of Contract Value* subsection for situations where the rider will not terminate when the Contract Value is reduced to zero.

Sample Calculations

Hypothetical sample calculations are in the attached **APPENDIX: PORTFOLIO INCOME PROTECTOR (SINGLE & JOINT) SAMPLE CALCULATIONS.** The examples are based on certain hypothetical assumptions and are for example purposes only. These examples are not intended to serve as projections of future investment returns.

Portfolio Income Protector (Joint)

(This rider is called the Guaranteed Withdrawal Benefit XXV Rider – Joint Life in the Contract's rider.)

Purchasing the Rider

Prior to purchase, you must obtain our approval if your initial Protected Payment Base is $1,000,000 or greater.

You may purchase this rider on the Contract Date or within 60 calendar days after the Contract Date (Rider Effective Date will be the Contract Date), if you meet the following eligibility requirements:

- the Contract is issued as:
    - Non-Qualified Contract (this rider is not available if this is a post-death Non-Qualified Contract, the Owner is a trust or other entity), or
    - Qualified Contract under Code Section 408(a), 408(k), 408A, or 408(p), except for 401(a), 401(k), Individual(k), Inherited IRAs, Inherited Roth IRAs, Inherited TSAs, Keogh, or 457 plan.
- both Designated Lives are 85 years or younger,
- you allocate your entire Contract Value according to the investment allocation requirements in the **APPENDIX: FUNDS AVAILABLE UNDER THE CONTRACT**,
- the Contract must be structured so that upon the death of one Designated Life, the surviving Designated Life may retain or assume ownership of the Contract, and
- any Owner/Annuitant is a Designated Life (except for custodial owned IRA).

For purposes of meeting the eligibility requirements, Designated Lives must be any one of the following:

- a sole Owner with the Owner's Spouse designated as the sole primary Beneficiary,
- Joint Owners, where the Owners are each other's Spouses, or
- if the Contract is issued as a custodial owned IRA, the beneficial owner must be the Annuitant and the Annuitant's Spouse must be designated as the sole primary Beneficiary under the Contract. The custodian, under a custodial owned IRA, for the benefit of the beneficial owner, may be designated as sole primary Beneficiary provided that the Spouse of the beneficial owner is the sole primary Beneficiary of the custodial account.

Naming your Spouse as the Beneficiary to meet eligibility requirements will not be considered a change of Annuitant on the Contract.

If you purchase this rider, the rider charge will be assessed as a percentage of the Protected Payment Base and deducted quarterly. See the Rate Sheet Prospectus Supplement and the **Optional Living Benefit Rider Charges** subsection for more information.

When this rider is in effect, any withdrawals for advisory fees to your financial professional are limited to 1.5% of the Contract Value during the calendar year. We will not accept any withdrawal requests to pay advisory fees in excess of the 1.5% limit during the calendar year. As a result, such withdrawals are not treated as withdrawals under this rider. However, any withdrawal (regardless of the type of withdrawal) will reduce your Contract Value by the withdrawal amount.

Rider Terms

Annual Credit – An amount added to the Protected Payment Base. **The Annual Credit Percentage is disclosed in the Rate Sheet Prospectus Supplement applicable to your Contract.**

Annual RMD Amount – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Code Section 401(a)(9) ("Section 401(a)(9)") and related Treasury Regulations.

Designated Lives (each a **"Designated Life"**) – Designated Lives must be natural persons who are each other's spouses on the rider Effective Date. Designated Lives will remain unchanged while this rider is in effect.

To be eligible for lifetime benefits, the Designated Life must:

- be the Owner (or Annuitant, in the case of a custodial owned IRA), or

- remain the Spouse of the other Designated Life and be the first in line of succession, as determined under the Contract, for payment of any death benefit.

Early Withdrawal – Any withdrawal (excluding a withdrawal for advisory fees) that occurs before the youngest Designated Life is 59½ years of age.

Excess Withdrawal – Any withdrawal (except an RMD Withdrawal and any withdrawal for advisory fees) that occurs after the youngest Designated Life is age 59½ or older and exceeds the Protected Payment Amount.

Protected Payment Amount – The maximum amount that can be withdrawn (excluding a withdrawal for advisory fees) in a Contract Year under this rider without reducing the Protected Payment Base. The initial Protected Payment Amount will depend on the age of the youngest Designated Life. If the youngest Designated Life is younger than 59½ years of age, the Protected Payment Amount is equal to zero (0); however, once the youngest Designated Life reaches age 59½, the Protected Payment Amount will be determined using the age at the time of the first withdrawal or the first withdrawal after an Automatic Reset. If the youngest Designated Life is 59½ years of age or older, the Protected Payment Amount is the Withdrawal Percentage multiplied by the Protected Payment Base less withdrawals (excluding withdrawals for advisory fees) made during the Contract Year. In any event, the Protected Payment Amount will never be less than zero (0). **The Withdrawal Percentages are disclosed in the Rate Sheet Prospectus Supplement applicable to your Contract.**

Protected Payment Base – An amount used to determine the Protected Payment Amount. The Protected Payment Base will remain unchanged except as otherwise described under the provisions of this rider. The initial Protected Payment Base is equal to the initial Purchase Payment. See Example 1 in the **APPENDIX: PORTFOLIO INCOME PROTECTOR (SINGLE & JOINT) SAMPLE CALCULATIONS** for a numerical example of initial values. The Protected Payment Base will never be less than zero (0).

Reset Date – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset occurs.

Rider Effective Date – The date the guarantees and charges for the rider become effective; the Contract Date.

Spouse – The Owner's spouse who is treated as the Owner's spouse pursuant to federal law. If the Contract is a custodial owned IRA, the Annuitant's spouse who is treated as the Annuitant's spouse pursuant to federal law.

Surviving Spouse – The surviving spouse of a deceased Owner (or Annuitant in the case of a custodial owned IRA).

Withdrawal Percentage – This percentage is used to determine the Protected Payment Amount. The applicable Withdrawal Percentage is based on the age of the youngest Designated Life at the time the first withdrawal (excluding a withdrawal for advisory fees), or the first withdrawal (excluding a withdrawal for advisory fees) after an Automatic Reset occurs. **The Withdrawal Percentage is disclosed in the Rate Sheet Prospectus Supplement applicable to your Contract.**

Annual Credit

On each Contract Anniversary after the Rider Effective Date, an Annual Credit will be applied to the Protected Payment Base until the earlier of:

- the first withdrawal since the Rider Effective Date, or
- 10 Contract Anniversaries from the Rider Effective Date.

Prior to an Automatic Reset, the Annual Credit amount is equal to the Annual Credit percentage multiplied by the total Purchase Payments received. Once an Automatic Reset takes place, the Annual Credit amount is equal to the reset Protected Payment Base plus any subsequent Purchase Payments multiplied by the Annual Credit Percentage. See Example 2 in the **APPENDIX: PORTFOLIO INCOME PROTECTOR (SINGLE & JOINT) SAMPLE CALCULATIONS** for a numerical example of the Annual Credit calculation. Once a withdrawal (including an RMD withdrawal but excluding a withdrawal for advisory fees) or 10 Contract Anniversaries has occurred, as measured from the Rider Effective Date, no Annual Credit will be added to the Protected Payment Base. In addition, Annual Credit eligibility cannot be reinstated/restarted by any Automatic Reset. Any Annual Credit added during any Contract Year before Annual Credit eligibility is lost will continue to be counted in the Protected Payment Base. **The Annual Credit Percentage is disclosed in the Rate Sheet Prospectus Supplement applicable to your Contract. A withdrawal for advisory fees is not treated as a withdrawal for rider purposes and will not stop the Annual Credit.**

You will find information about an RMD Withdrawal in the *Required Minimum Distributions* subsection and information about *Automatic Resets* in the *Reset of Protected Payment Base* subsection below.

How the Rider Works

Beginning at age 59½, this rider guarantees you can withdraw up to the Protected Payment Amount, regardless of market performance, until the rider terminates. This rider provides for an amount (an "Annual Credit") to be added to the Protected Payment Base. The rider provides for Automatic Resets of the Protected Payment Base to an amount equal to 100% of the Contract Value (if the Protected Payment Base is at least $1.00 less than the Contract Value on that Contract Anniversary). If there is an Annual Credit amount applied, it is added to the Protected Payment Base before any reset determination is made. Once the rider is purchased, you cannot request a termination of the rider (see the *Termination* subsection of this rider for more information).

If the youngest Designated Life is 59½ years of age or older, the Protected Payment Amount is the applicable Withdrawal Percentage **(as disclosed in the Rate Sheet Prospectus Supplement applicable to your Contract)** multiplied by the Protected Payment Base less any withdrawals made during the current Contract Year. If the youngest Designated Life is younger than 59½ years of age, the Protected Payment Amount is zero (0). Any allowable Protected Payment Amount remaining at the end of a Contract Year cannot be withdrawn during any following Contract Year.

If applicable, an Annual Credit is added to the Protected Payment Base prior to any Automatic Reset. If the Contract Value as of that Contract Anniversary is greater than the Protected Payment Base (which includes the Annual Credit amount), then the Protected Payment Base will be automatically reset to equal the Contract Value.

The Protected Payment Base may change over time. The Protected Payment Base can be changed by subsequent Purchase Payments, the Annual Credit, Automatic Resets or by certain withdrawals. Here are ways the Protected Payment Base may change:

- The Protected Payment Base is increased by the full amount of any subsequent Purchase Payments made during the Contract year.
- For the first 10 years from the Rider Effective Date, the Protected Payment Base will be increased by the Annual Credit amount, as long as no withdrawals are made. If you take any type of withdrawal (excluding a withdrawal for advisory fees) within the first 10 years from the Rider Effective Date, the Annual Credit will no longer affect the Protected Payment Base. A**ny Annual Credit added during the Contract Years before the withdrawal will remain in the Protected Payment Base.**
- An Automatic Reset (if the Protected Payment base is at least $1.00 less than the Contract Value on that Contract Anniversary) will increase the Protected Payment Base. See the *Reset of Protected Payment Base* subsection below.
- A withdrawal that is less than or equal to the amount allowed each Contract Year (the Protected Payment Amount) will not change the Protected Payment Base. However, if a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base at the time of withdrawal, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn. For withdrawals that are greater than the Protected Payment Amount, see the Withdrawal of Protected Payment Amount subsection. See examples 3 and 4 of the **APPENDIX: PORTFOLIO INCOME PROTECTOR (SINGLE & JOINT) SAMPLE CALCULATIONS** for numerical examples of withdrawals and the effect on the Protected Payment Base.

The Protected Payment Base cannot be withdrawn as a lump sum, is not payable as a death benefit, and is not used in calculating any annuity option available under the Contract before the maximum Annuity Date. See the *Annuitization* subsection below.

For purposes of this rider, the term "withdrawal" does not include withdrawals for advisory fees. Amounts withdrawn under this rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract. If the withdrawal amount is requested on a net basis, the Contract Owner must account for any charges and taxes to ensure that the gross withdrawal amount does not exceed the Protected Payment Amount. Unless you specify otherwise, a partial withdrawal amount requested will be processed as a gross amount. Withdrawals under this rider are not annuity payouts. Annuity payouts generally receive a more favorable tax treatment than other withdrawals.

If your Contract is a Qualified Contract, including an IRA Contract, you are subject to restrictions on withdrawals you may take prior to a triggering event (e.g. reaching age 59½, separation from service, disability) and you should consult your tax or legal advisor prior to purchasing this optional rider, the primary benefit of which is guaranteeing withdrawals. For additional information regarding withdrawals and triggering events, see **FEDERAL TAX ISSUES – IRAs and Qualified Plans**.

Withdrawal of Protected Payment Amount

When the youngest Designated Life is 59½ years of age or older, you may withdraw up to the Protected Payment Amount each Contract Year, regardless of market performance, until the rider terminates. The Protected Payment Amount will be reduced by the amount withdrawn during the Contract Year, inclusive of any applicable charges and taxes, and will be reset each Contract Anniversary. Any portion of the Protected Payment Amount not withdrawn during a Contract Year may not be carried over to the next Contract Year. If a withdrawal does not exceed the Protected Payment Amount immediately prior to that withdrawal, the Protected Payment Base will remain unchanged.

Withdrawals Exceeding the Protected Payment Amount. If a withdrawal (except an advisory fee withdrawal or an RMD Withdrawal) exceeds the Protected Payment Amount immediately prior to that withdrawal, we will (immediately following the withdrawal) reduce the Protected Payment Base on a proportionate basis for the amount in excess of the Protected Payment Amount. **Withdrawals that exceed the Protected Payment Amount may have the effect of reducing future benefits by more than the dollar amount of the withdrawal.** (See Example 4 in the **APPENDIX: PORTFOLIO INCOME PROTECTOR (SINGLE & JOINT) SAMPLE CALCULATIONS** for a numerical example of the adjustments to the Protected Payment Base as a result of an Excess Withdrawal.) If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn. **A withdrawal for advisory fees is not treated as a withdrawal for rider purposes. If you would like to make an excess withdrawal and are uncertain how an excess withdrawal will reduce your future guaranteed**

withdrawal amounts, then you may contact us prior to requesting the withdrawal to obtain a personalized, transaction specific calculation showing the effect of the excess withdrawal.

If you request a withdrawal that is greater than the Protected Payment Amount, you must have Contract Value that is equal to or greater than the withdrawal amount requested or your rider will terminate (see the Depletion of Contract Value subsection below).

For information regarding taxation of withdrawals, see **FEDERAL TAX ISSUES – Qualified Contracts-General Rules** - *Taxes Payable*.

Early Withdrawal

If an Early Withdrawal occurs, we will (immediately following the Early Withdrawal) reduce the Protected Payment Base either on a proportionate basis or by the total withdrawal amount, whichever results in a lower Protected Payment Base. **Early Withdrawals may have the effect of reducing future benefits by more than the dollar amount of the withdrawal.** However**,** a withdrawal for advisory fees is not considered as an early withdrawal. See Example 5 in the **APPENDIX: PORTFOLIO INCOME PROTECTOR (SINGLE & JOINT) SAMPLE CALCULATIONS** for a numerical example of the adjustments to the Protected Payment Base as a result of an Early Withdrawal.

Required Minimum Distributions

No adjustment will be made to the Protected Payment Base as a result of a withdrawal that exceeds the Protected Payment Amount immediately prior to the withdrawal, provided:

- such withdrawal (an “RMD Withdrawal”) is for purposes of satisfying the minimum distribution requirements of Section 401(a)(9) and related Treasury Regulations,
- you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen,
- the Annual RMD Amount is based on the previous year-end fair market value of this Contract only,
- only RMD withdrawals are made from the Contract during the Contract Year, and
- the youngest Designated Life is age 59½ or older.

Once a withdrawal occurs, including an RMD withdrawal, no Annual Credit will be added to the Protected Payment Base. In addition, Annual Credit eligibility cannot be reinstated/restarted by any Automatic Reset. Any Annual Credit added during any Contract Year before Annual Credit eligibility is lost will continue to be counted in the Protected Payment Base.

We reserve the right to modify or eliminate the treatment of RMD Withdrawals under this rider if there is any change to the Internal Revenue Code or Treasury Regulations relating to required minimum distributions, including the issuance of relevant IRS guidance. If we exercise this right, we will provide 30 days advance notice to the Owner.

See Example 6 in the **APPENDIX: PORTFOLIO INCOME PROTECTOR (SINGLE & JOINT) SAMPLE CALCULATIONS** for numerical examples that describe what occurs when only withdrawals of the Annual RMD Amount are made during a Contract Year and when withdrawals of the Annual RMD Amount plus other non-RMD Withdrawals are made during a Contract Year.

Also see **FEDERAL TAX ISSUES – Qualified Contracts** – *Required Minimum Distributions*.

Depletion of Contract Value

If the youngest Designated Life is younger than age 59½ when the Contract Value is zero (such as through withdrawals, fees, or market performance), the rider will terminate.

If the youngest Designated Life is age 59½ or older and the Contract Value was reduced to zero by a withdrawal that exceeds the Protected Payment Amount (excluding an advisory fee withdrawal or an RMD withdrawal), the rider will terminate.

If the youngest Designated Life is age 59½ or older and the Contract Value was reduced to zero by a withdrawal that did not exceed the Protected Payment Amount (except that an advisory fee withdrawal or an RMD Withdrawal may exceed the Protected Payment Amount), the following will apply:

- the allowable withdrawal amount from the Contract beginning in the Contract Year that the Contract Value is reduced to zero will be limited to the Protected Payment Amount which will automatically be paid each year until the death of all Designated Lives eligible for lifetime benefits (once the Contract Value is zero, no further withdrawals for advisory fee will occur),
- the Protected Payment Amount will be paid under a series of pre-authorized withdrawals under a payment frequency as elected by the Owner, but no less frequently than annually, until the rider is terminated (see the *Termination* subsection below),
- no additional Purchase Payments will be accepted under the Contract, and
- the Contract will cease to provide any death benefit (amount will be zero).

Reset of Protected Payment Base

On and after each Reset Date, the provisions of this rider shall apply in the same manner as they applied when the rider was originally issued except that an Automatic Reset will not reinstate eligibility for the Annual Credit as described above. The limitations and restrictions on Purchase Payments and withdrawals, the deduction of rider charges and any future reset options available on and after the Reset Date, will again apply and will be measured from that Reset Date. A reset occurs when the Protected Payment Base is changed to an amount equal to the Contract Value as of the Reset Date.

Automatic Reset. On each Contract Anniversary, while this rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base to an amount equal to 100% of the Contract Value, if the Protected Payment Base, after any Annual Credit is applied, is at least $1.00 less than the Contract Value on that Contract Anniversary. See Example 7 in the **APPENDIX: PORTFOLIO INCOME PROTECTOR (SINGLE & JOINT) SAMPLE CALCULATIONS** for a numerical example of an Automatic Reset.

Subsequent Purchase Payments

If we accept additional Purchase Payments after the Rider Effective Date, we will increase the Protected Payment Base by the amount of the Purchase Payments. See Example 2 in the **APPENDIX: PORTFOLIO INCOME PROTECTOR (SINGLE & JOINT) SAMPLE CALCULATIONS** for a numerical example of adjustments to the Protected Payment Base when an additional Purchase Payment is made. We reserve the right to reject or restrict, at our discretion, any additional Purchase Payments. If we exercise our right to reject or restrict any future Purchase Payments, we will provide 30 days advance notice to the Owner If we decide to no longer accept Purchase Payments, we will not accept subsequent Purchase Payments for your Contract and any limitations will be applied uniformly to all Contract Owners.

Annuitization

If you annuitize the Contract at the maximum Annuity Date specified in your Contract and this rider is still in effect at the time of your election and a Life Only or Joint and Survivor Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- the Life Only or Joint and Survivor Life Only fixed annual payment amount based on the terms of your Contract, or
- the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in your Contract, your annuity payments will be determined in accordance with the terms of your Contract. The Protected Payment Base and Protected Payment Amount under this rider will not be used in determining any annuity payments and your annuity payments received may be less than the Protected Payment Amount, you are entitled to receive for life under the rider. **Work with your financial professional to determine if you should annuitize your Contract before the maximum Annuity Date or stay in the accumulation phase and continue to take withdrawals under the rider.**

Continuation of Rider if Surviving Spouse Continues Contract

If the Owner dies and the Surviving Spouse (who is also a Designated Life eligible for lifetime benefits) elects to continue the Contract in accordance with its terms, the Surviving Spouse may continue to take withdrawals of the Protected Payment Amount under this rider, until the rider terminates (see the *Termination* subsection below). If no withdrawals have occurred after the youngest Designated Life reached age 59½, then the Withdrawal Percentage and corresponding Protected Payment Amount will be based on the age when the Surviving Spouse first takes a withdrawal. The Surviving Spouse may elect any of the reset options available under this rider for subsequent Contract Anniversaries.

The Surviving Spouse may elect to receive any death benefit proceeds instead of continuing the Contract (see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Death Benefits**).

Ownership and Beneficiary Changes

Changes to the Contract Owner, Annuitant and/or Beneficiary designations and changes in marital status, including a dissolution of marriage, may adversely affect the benefits of this rider. A particular change may make a Designated Life ineligible to receive lifetime income benefits under this rider. As a result, the rider may remain in effect and you may pay for benefits that you will not receive. **You are strongly advised to work with your financial professional and consider your options prior to making any Owner, Annuitant and/or Beneficiary changes to your Contract.** See *Rider Terms – Designated Lives* above and **ADDITIONAL INFORMATION – Changes to Your Contract**.

Termination

You cannot request a termination of the rider. Except as otherwise provided below, the rider will automatically terminate on the earliest of:

- the day any portion of the Contract Value is no longer allocated according to the investment allocation requirements in the **APPENDIX: FUNDS AVAILABLE UNDER THE CONTRACT** and no corrective action was taken, after written notice was provided, to comply with the requirements to continue the Rider,

- the date of the death of all Designated Lives eligible for lifetime benefits,
- upon the death of the first Designated Life, if a death benefit is payable and a Surviving Spouse who chooses to continue the Contract is not a Designated Life eligible for lifetime benefits,
- upon the death of the first Designated Life, if a death benefit is payable and the Contract is not continued by a Surviving Spouse who is a Designated Life eligible for lifetime benefits,
- if both Designated Lives are Joint Owners and there is a change in marital status, the rider will terminate upon the death of the first Designated Life who is a Contract Owner,
- the day the Contract is terminated in accordance with the provisions of the Contract,
- the day that we are notified of an ownership change and neither Designated Life is an Owner (or Annuitant, in the case of a custodial owned IRA) or the Owner being a trust (this bullet does not apply if this Rider is issued in California),
- in California, if neither Designated Life is an Owner (or Annuitant in the case of a custodial owned IRA) or the Owner being a trust, upon the earlier of the death of the first Designated Life or when a death benefit becomes payable under the Contract,
- the Annuity Date (see the *Annuitization* subsection for additional information),
- the day the Contract Value is reduced to zero (0) as a result of an Excess Withdrawal (see *Rider Terms*) and the youngest Designated Life is age 59½ or older, or
- the day the Contract Value is reduced to zero (0) (such as through withdrawals, fees, or market performance) if the youngest Designated Life is younger than age 59½.

See the *Depletion of Contract Value* subsection for situations where the rider will not terminate when the Contract Value is reduced to zero.

Sample Calculations

Hypothetical sample calculations are in the attached **APPENDIX: PORTFOLIO INCOME PROTECTOR (SINGLE & JOINT) SAMPLE CALCULATIONS** The examples are based on certain hypothetical assumptions and are for example purposes only. These examples are not intended to serve as projections of future investment returns.

PACIFIC LIFE AND THE SEPARATE ACCOUNT

Pacific Life

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

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

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

Our subsidiary, Pacific Select Distributors, LLC (PSD) serves as the principal underwriter (distributor) for the Contracts. PSD is located at 700 Newport Center Drive, Newport Beach, California 92660. We and PSD enter into selling agreements with distribution firms whose financial professionals are authorized by state insurance departments to sell the Contracts.

We may provide you with reports of our ratings both as an insurance company and as to our claims-paying ability with respect to our General Account assets.

Separate Account A

Separate Account A is a separate account of ours, and is registered with the SEC under the Investment Company Act of 1940 (the “1940 Act”), as a type of investment company called a “unit investment trust.” We established the Separate Account under the laws of the state of California. The Separate Account is maintained under the laws of the state of Nebraska, due to the redomicile to a Nebraska corporation.

Obligations arising under your Contract are our general corporate obligations. We are also the legal owner of the assets in the Separate Account. Income, gains, and losses credited to, or charged against, the Separate Account reflect the Separate Account's own investment experience and not the investment experience of our other assets. The assets of the Separate Account may not be used to pay any liabilities of ours other than those arising from the Contracts. We are obligated to pay all amounts promised to investors under the Contracts.

We may invest money in the Separate Account in order to commence its operations and for other purposes, but not to support contracts other than variable annuity contracts. A portion of the Separate Account's assets may include accumulations of charges we make against the Separate Account and investment results of assets so accumulated. These additional assets are ours and we may transfer them to our General Account at any time; however, before making any such transfer, we will consider any possible adverse impact the transfer might have on the Separate Account. Subject to applicable law, we reserve the right to transfer our assets in the Separate Account to our General Account.

Information regarding the Funds available through the Separate Account, including the Fund name, investment objective, the investment adviser and any sub-adviser, current expenses, and performance is available in an appendix to this Prospectus. See the **APPENDIX: FUNDS AVAILABLE UNDER THE CONTRACT**. Each Fund has issued a prospectus that contains more detailed information about each Fund, and may be found at www.PacificLife.com.

FEDERAL TAX ISSUES

The following summary of federal income tax issues is based on our understanding of current tax laws and regulations, which may be changed by legislative, judicial or administrative action. The summary is general in nature and is not intended as tax advice. Moreover, it does not consider any applicable foreign, state or local tax laws. We do not make any guarantee regarding the tax status, federal, foreign, state or local, of any Contract or any transaction involving the Contracts. Accordingly, you should consult a qualified tax advisor for complete information and advice before purchasing a Contract. Additional tax information is included in the **More on Federal Tax Issues** *section in the SAI. We reserve the right to amend this Contract without the Owner's consent to reflect any clarifications that may be needed or are appropriate to maintain its tax qualification or to conform this Contract to any applicable changes in the tax qualification requirements.*

Diversification Requirements and Investor Control

Section 817(h) of the Code provides that the investments underlying a variable annuity must satisfy certain diversification requirements in order for the contract to be treated as an annuity contract and qualify for tax deferral. We believe the underlying Variable Investment Options for the contract meet these requirements. Details on these diversification requirements appear in the Fund SAIs.

In addition, for a variable annuity contract to qualify for tax deferral, assets in the separate accounts supporting the contract must be considered to be owned by the insurance company and not by the contract owner. Under current U.S. tax law, if a contract owner has excessive control over the investments made by a separate account, or the underlying fund, the contract owner will be taxed currently on income and gains from the account or fund. In other words, in such a case of investor control the contract owner would not derive the tax benefits normally associated with variable annuities. For more information regarding investor control, please refer to the contract SAI.

Advisory Fees

The IRS has recently issued a series of Private Letter Rulings regarding the tax treatment of advisory fees from Non-Qualified Contracts. Pursuant to these rulings, advisory fees paid from a Non-Qualified Contract, on or after January 1, 2020, are not treated as taxable distributions, and will not be reported, if the fee does not exceed an annual rate of 1.5% of the Contract Value during the calendar year and the fees are only used to pay for advisory fees related to the Contract. Any fee amounts withdrawn that exceed 1.5% during a calendar year, will be reportable and taxable in the calendar year withdrawn. However, if you have an optional living benefit rider in effect, any withdrawals for advisory fees to your financial professional are limited to 1.5% of the Contract Value during the calendar year. Also, if you own an optional death benefit rider and have a living benefit rider in effect, the advisory fee limitation will apply to the optional death benefit rider. See available optional living benefit riders in the **OPTIONAL LIVING BENEFIT RIDERS** section and see the **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS** section.

The recent Private Letter Rulings do not address Qualified Contracts. Based upon prior rulings, registered investment fees paid from Qualified Contracts are not treated as distributions for tax purposes regardless of the annual rate. Should the IRS issue further guidance on this subject, we will reevaluate our obligation to report such fees.

Taxation of Annuities – General Provisions

Section 72 of the Code governs the taxation of annuities in general, and we designed the Contracts to meet the requirements of Section 72 of the Code. We believe that, under current law, the Contract will be treated as an annuity for federal income tax purposes if the Contract Owner is a natural person or an agent for a natural person, and that we (as the issuing insurance company), and not the

Contract Owner(s), will be treated as the owner of the investments underlying the Contract. Accordingly, no tax should be payable by you as a Contract Owner as a result of any increase in Contract Value until you receive money under your Contract. You should, however, consider how amounts will be taxed when you do receive them. The following discussion assumes that your Contract will be treated as an annuity for federal income tax purposes.

Non-Qualified Contracts – General Rules

These general rules apply to Non-Qualified Contracts. As discussed below, however, tax rules may differ for Qualified Contracts and you should consult a qualified tax advisor if you are purchasing a Qualified Contract.

Taxes Payable

A Contract Owner is not taxed on the increases in the value of a Contract until an amount is received or deemed to be received. An amount could be received or deemed to be received, for example, if there is a partial distribution, a lump sum distribution, an Annuity payment or a material change in the Contract or if any portion of the Contract is transferred, pledged or assigned. See the *Addition of Optional Rider or Material Change to Contract* section below. Increases in Contract Value that are received or deemed to be received are taxable to the Contract Owner as ordinary income. Distributions of net investment income or capital gains that each Subaccount receives from its corresponding Fund are automatically reinvested in such Fund unless we, on behalf of the Separate Account, elect otherwise. As noted above, you will be subject to federal income taxes on the investment income from your Contract only when it is distributed to you.

Any taxable distribution of the investment income from your Contract may also be subject to a net investment income tax of 3.8%. This tax applies to various investment income such as interest, dividends, royalties, payments from annuities, and the disposition of property, but only to the extent a taxpayer's modified adjusted gross income exceeds certain thresholds ($200,000 for individuals/$250,000 if married filing jointly). Please speak to your tax advisor about this tax.

Non-Natural Persons as Owners

If a contract is not owned or held by a natural person or as agent for a natural person, the contract generally will not be treated as an "annuity" for tax purposes, meaning that the contract owner will be subject to current tax on annual increases in Contract Value at ordinary income rates unless some other exception applies. Certain entities, such as some trusts, may be deemed to be acting as agents for natural persons. Corporations, including S corps, C corps, LLCs, partnerships and FLPs, and tax-exempt entities are non-natural persons that will not be deemed to be acting as agents for natural persons.

Addition of Optional Rider or Material Change to Contract

The addition of a rider to the Contract, or a material change in the Contract's provisions, such as a change in Contract ownership or an assignment of the Contract, could cause it to be considered newly issued or entered into for tax purposes, and thus could cause a taxable event or the Contract to lose certain grandfathered tax status. Please contact your tax advisor for more information.

Taxes Payable on Withdrawals Prior to the Annuity Date

Amounts you withdraw before annuitization, including amounts withdrawn from your Contract Value in connection with partial withdrawals for payment of any charges and fees, including advisory fees paid to your financial professional in excess of 1.5% of the Contract Value during a calendar year, will be treated first as taxable income to the extent that your Contract Value exceeds the aggregate of your Purchase Payments reduced by non-taxable amounts previously received (investment in the Contract), and then as nontaxable recovery of your Purchase Payments. Therefore, you include in your gross income the smaller of: a) the amount of the partial withdrawal, or b) the amount by which your Contract Value immediately before you receive the distribution exceeds your investment in the Contract at that time.

Exceptions to this rule are distributions in full discharge of your Contract (a full surrender) or distributions from contracts issued and investments made before August 14, 1982.

If at the time of a partial withdrawal your Contract Value does not exceed your investment in the Contract, then the withdrawal will not be includable in gross income and will simply reduce your investment in the Contract.

The assignment or pledge of (or agreement to assign or pledge) the value of the Contract for a loan will be treated as a withdrawal subject to these rules. You should consult your tax advisor for additional information regarding taking a partial or a full distribution from your Contract.

Multiple Contracts (Aggregation Rule)

Multiple Non-Qualified Contracts that are issued after October 21, 1988, by us or our affiliates to the same Owner during the same calendar year are treated as one Contract for purposes of determining the taxation of distributions (the amount includable in gross income under Code Section 72(e)) prior to the Annuity Date from any of the Contracts. A Contract received in a tax-free exchange under Code Section 1035 may be treated as a new Contract for this purpose. For Contracts subject to the Aggregation Rule, the values of the Contracts and the investments in the Contracts should be added together to determine the taxation under Code Section 72(e). Withdrawals will be treated first as withdrawals of income until all of the income from all such Contracts is withdrawn. The Treasury Department has specific authority under Code Section 72(e)(11) to issue regulations to prevent the avoidance of the income-out-first rules for withdrawals prior to the Annuity Date through the serial purchase of Contracts or otherwise. As of the date of this Prospectus there are no regulations interpreting these aggregation provisions.

10% Tax Penalty Applicable to Certain Withdrawals and Annuity Payments

The Code provides that the taxable portion of a withdrawal or other distribution may be subject to a tax penalty equal to 10% of that taxable portion unless the withdrawal is:

- made on or after the date you reach age 59½,
- made by a Beneficiary after your death,
- attributable to your becoming disabled,
- any payments annuitized using a life contingent annuity option,
- attributable to an investment in the Contract made prior to August 14, 1982, or
- any distribution that is a part of a series of substantially equal periodic payments (Code Section 72(q) payments) made (at least annually) over your life (or life expectancy) or the joint lives (or life expectancies) of you and your designated beneficiary.

Withdrawals from a Qualified Contract have a similar 10% additional tax and have similar exceptions (see ***Taxes Payable on Annuity Payments*** and the applicable **Qualified Contracts**).

Taxes Payable on Optional Rider Charges

It is our understanding that the charges relating to any optional rider are not subject to current taxation and we will not report them as such. However, Treasury or the IRS may determine that these charges should be treated as partial withdrawals subject to current taxation to the extent of any gain and, if applicable, the 10% tax penalty. We reserve the right to report any optional rider charges as partial withdrawals if we believe that we would be expected to report them in accordance with Treasury Regulations or IRS guidance.

Distributions After the Annuity Date

After you annuitize, a portion of each annuity payment you receive under a Contract generally will be treated as a partial recovery of Investments (as used here, "Investments" means the aggregate Purchase Payments less any amounts that were previously received under the Contract but not included in income) and will not be taxable. (In certain circumstances, subsequent modifications to an initially-established payment pattern may result in the imposition of a tax penalty.) The remainder of each annuity payment will be taxed as ordinary income. However, after the full amount of aggregate Investments has been recovered, the full amount of each annuity payment will be taxed as ordinary income. Exactly how an annuity payment is divided into taxable and non-taxable portions depends on the period over which annuity payments are expected to be received, which in turn is governed by the form of annuity selected and, where a lifetime annuity is chosen, by the life expectancy of the Annuitant(s) or payee(s). Such a payment may also be subject to a tax penalty if taken prior to age 59½.

For periodic (annuity) payments, we will default your state tax withholding (as applicable) based upon the marital status and allowance(s) provided for your federal taxes or, if no withholding instructions are provided, we will default to your resident state's prescribed withholding default (if applicable). Please consult with a tax advisor for additional information, including whether your resident state has a specific version of the W-4P form that should be submitted to us with state-specific income tax information.

Distributions to Beneficiary After Contract Owner's Death

Generally, the same tax rules apply to amounts received by the Beneficiary as those that apply to the Contract Owner, except that the early withdrawal tax penalty does not apply. Thus, any annuity payments or lump sum withdrawal will be divided into taxable and non-taxable portions.

If death occurs after the Annuity Date, but before the expiration of a period certain option, the Beneficiary will recover the balance of the Investments as payments are made and may be allowed a deduction on the final tax return for the unrecovered Investments. A lump sum payment taken by the Beneficiary in lieu of remaining monthly annuity payments is not considered an annuity payment for tax purposes. The portion of any lump sum payment to a Beneficiary in excess of aggregate unrecovered Investments would be subject to income tax.

Contract Owner's Estate

Generally, any amount payable to a Beneficiary after the Contract Owner's death, whether before or after the Annuity Date, will be included in the estate of the Contract Owner for federal estate tax purposes. If the inclusion of the value of the Contract triggers a federal estate tax to be paid, the Beneficiary may be able to use a deduction called Income in Respect of Decedent (IRD) in calculating the income taxes payable upon receipt of the death benefit proceeds. In addition, designation of a non-spouse Beneficiary who either is 37½ or more years younger than a Contract Owner or is a grandchild of a Contract Owner may have Generation Skipping Transfer Tax (GSTT) consequences under section 2601 of the Code. You should consult with a qualified tax advisor if you have questions about federal estate tax, IRD, or GSTT.

Gifts of Annuity Contracts

Generally, gifts of Non-Qualified Contracts prior to the annuity start date will trigger tax reporting to the donor on the gain on the Contract, with the donee getting a stepped-up basis for the amount included in the donor's income. The 10% early withdrawal tax penalty and gift tax also may be applicable. This provision does not apply to transfers between spouses or incident to a divorce, or transfers to and from a trust acting as agent for the Owner or the Owner's spouse.

Tax Withholding for Non-Qualified Contracts

Unless you elect to the contrary, any amounts you receive under your Contract that are attributable to investment income will be subject to withholding to meet federal income tax obligations. For nonperiodic distributions, you will have the option to provide us with withholding information at the time of your withdrawal request. If you do not provide us with withholding information, we will generally withhold 10% of the taxable distribution amount and remit it to the IRS. For periodic (annuity) payments, the rate of withholding will be determined on the basis of the withholding information you provide to us. If you do not provide us with withholding information, we are required to determine the Federal income tax withholding according to the then current defaults for marital status and number of adjustments, if any. State and local withholding may apply different defaults and will be determined by applicable law.

Certain states have indicated that pension and annuity withholding will apply to payments made to residents.

Please call (800) 722-4448 with any questions about the required withholding information. Financial professionals may call us at (833) 953-1863.

Tax Withholding for Non-resident Aliens or Non U.S. Persons

Taxable distributions to Contract Owners who are non-resident aliens or other non U.S. persons are generally subject to U.S. federal income tax withholding at a 30% rate, unless a lower treaty rate applies. Prospective foreign owners are advised to consult with a tax advisor regarding the U.S., state and foreign tax treatment of a Contract. Currently, we require all Contract Owners to be a U.S. person (citizen) or a U.S. resident alien.

Exchanges of Non-Qualified Contracts (1035 Exchanges)

You may make your initial or an additional Purchase Payment through an exchange of an existing annuity contract or endowment life insurance contract pursuant to Section 1035 of the Code (a 1035 exchange). The exchange can be affected by completing the Transfer/Exchange form, indicating in the appropriate section of the form that you are making a 1035 exchange and submitting any applicable state replacement form. The form is available by calling your financial professional, by calling our Contract Owner number at (800) 722-4448, or on our website at www.PacificLife.com. Financial professionals can call (833) 953-1863. Once completed, the form should be mailed to us. If you are making an initial Purchase Payment, a completed Contract application should also be attached.

A post-death 1035 exchange of Non-Qualified assets may be available for beneficiaries who have elected to receive lifetime payments under Section 72(s) of the Code. Note that we reserve the right to restrict the maximum issue age for this type of transaction. Additionally, we will not accept additional purchase payments or allow a change in ownership (including collateral assignment requests) for a Contract issued via a post-death 1035 exchange of Non-Qualified assets.

In general terms, Section 1035 of the Code provides that no gain or loss is recognized when you exchange one annuity or life insurance contract for another annuity contract. Transactions under Section 1035, however, may be subject to special rules and may require special procedures and record keeping, particularly if the exchanged annuity contract was issued prior to August 14, 1982. You should consult your tax advisor prior to affecting a 1035 exchange.

Partial 1035 Exchanges and Annuitization

A partial exchange is the direct transfer of only a portion of an existing annuity's Contract Value to a new annuity contract. Under Rev. Proc. 2011-38 a partial exchange will be treated as tax-free under Code Section 1035 if there are no distributions, from either annuity, within 180 calendar days after the partial 1035 exchange. Any distribution taken during the 180 calendar days may jeopardize the tax-free treatment of the partial exchange. Such determination will be made by the IRS, using general tax principals, to determine the substance, and thus the treatment of the transaction. In addition, annuity payments that are based on one or more lives or for a period of 10 or more years (as described in Code Section 72(a)(2)) will not be treated as a distribution from either the old or new contract when determining whether the tax treatment described in Rev. Proc. 2011-38 will apply. Rev. Proc. 2011-38 applies to partial exchanges and partial annuitizations *on or after* October 24, 2011.

You should consult your tax advisor prior to affecting a partial 1035 exchange or a partial annuitization.

Impact of Federal Income Taxes

In general, in the case of Non-Qualified Contracts, if you are an individual and expect to accumulate your Contract Value over a relatively long period of time without making significant withdrawals, there may be federal income tax advantages in purchasing such a Contract. This is because any increase in Contract Value is not subject to current taxation. Income taxes are deferred until the money is withdrawn, at which point taxation occurs only on the gain from the investment in the Contract. With income taxes deferred, you may accumulate more money over the long term through a variable annuity than you may through non-tax-deferred investments. The advantage may be greater if you decide to liquidate your Contract Value in the form of monthly annuity payments after your retirement, or if your tax rate is lower at that time than during the period that you held the Contract, or both.

When withdrawals or distributions are taken from the variable annuity, the gain is taxed as ordinary income. This may be a potential disadvantage because money that had been invested in other types of assets may qualify for a more favorable federal tax rate. For example, the tax rate applicable both to the sale of capital gain assets held more than 1 year and to the receipt of qualifying dividends by individuals is a maximum of 20% (as low as 0% for lower-income individuals). In contrast, an ordinary income tax rate of up to 37% applies to taxable withdrawals on distributions from a variable annuity. Also, withdrawals or distributions taken from a variable annuity prior to attaining age 59½ may be subject to a tax penalty equal to 10% of the taxable portion, although exceptions to the tax penalty may apply.

An owner of a variable annuity cannot deduct or offset losses on transfers to or from Subaccounts, or at the time of any partial withdrawals. Additionally, if you surrender your Contract and your Contract Value is less than the aggregate of your investments in the Contract (reduced by any previous non-taxable distributions), you cannot deduct the ordinary income loss as a miscellaneous itemized deduction subject to the 2% floor of AGI. This provision of the 2017 Tax Cuts and Jobs Act is effective for taxable years beginning after December 31, 2017 and sunsets after 2025. Consult with your tax advisor regarding the impact of federal income taxes on your specific situation.

Taxes on Pacific Life

Although the Separate Account is registered as an investment company, it is not a separate taxpayer for purposes of the Code. The earnings of the Separate Account are taxed as part of our operations. No charge is made against the Separate Account for our federal income taxes (excluding the charge for premium taxes), but we will review, periodically, the question of charges to the Separate Account or your Contract for such taxes. Such a charge may be made in future years for any federal income taxes that would be attributable to the Separate Account or to our operations with respect to your Contract, or attributable, directly or indirectly, to investments in your Contract.

Under current law, we may incur state and local taxes (in addition to premium taxes) in several states. At present, these taxes are not significant and they are not charged against the Contract or the Separate Account. If there is a material change in applicable state or local tax laws, the imposition of any such taxes upon us that are attributable to the Separate Account or to our operations with respect to your Contract may result in a corresponding charge against the Separate Account or your Contract.

Given the uncertainty of future changes in applicable federal, state or local tax laws, we cannot appropriately describe the effect a tax law change may have on taxes that would be attributable to the Separate Account or your Contract.

Qualified Contracts – General Rules

The Contracts may be available to a variety of Qualified Plans and IRAs. Tax restrictions and consequences for Contracts under each type of Qualified Plan and IRAs differ from each other and from those for Non-Qualified Contracts. No attempt is made herein to provide more than general information about the use of the Contract with the various types of Qualified Plans and IRAs. Participants under such Qualified Plans, as well as Contract Owners, Annuitants and Beneficiaries, are cautioned that the rights of any person to any benefits under such Qualified Plans may be subject to the terms and conditions of the Plans themselves or limited by applicable law, regardless of the terms and conditions of the Contract issued in connection therewith. Please call (800) 722-4448 with any questions about which Qualified Plans and IRAs are currently available. Financial professionals may call us at (833) 953-1863.

Tax Deferral

It is important to know that Qualified Plans such as 401(k)s, as well as IRAs, are already tax-deferred. Therefore, an annuity contract should be used to fund an IRA or Qualified Plan to benefit from the annuity's features other than tax deferral. Other benefits of using a variable annuity to fund a Qualified Plan or an IRA include the lifetime income options, guaranteed death benefit options and the ability to transfer among Investment Options. You should consider if the Contract is a suitable investment if you are investing through a Qualified Plan or IRA.

Taxes Payable

Generally, amounts received from Qualified Contracts are taxed as ordinary income under Section 72, to the extent that they are not treated as a tax-free recovery of after-tax contributions (if any). Amounts you withdraw before annuitization, including amounts withdrawn from your Contract Value in connection with partial withdrawals for payment of any charges and fees, will be treated as ordinary income. Different rules apply for Roth IRAs. Consult your tax advisor before requesting a distribution from a Qualified Contract.

10% Additional Tax for Early Withdrawals

Generally, distributions from IRAs and Qualified Plans that occur before you attain age 59½ are subject to a 10% additional tax imposed on the amount of the distribution that is includable in gross income, with certain exceptions. These exceptions include distributions:

- made to a beneficiary after the owner's/participant's death,
- attributable to the owner/participant becoming disabled under Section 72(m)(7),

- that are part of a series of substantially equal periodic payments (also referred to as SEPPs or 72(t) payments) made (at least annually) over your life (or life expectancy) or the joint lives (or joint life expectancies) of you and your designated beneficiary, and commence after you have separated from service (if payments are made from a qualified retirement plan),
- for certain higher education expenses (IRAs only),
- used to pay for certain health insurance premiums or medical expenses (IRAs only),
- for costs related to the purchase of your first home (IRAs only), and
- (except for IRAs) made to an employee after separation from service if the employee separates from service during or after the calendar year in which he or she attains age 55 (or age 50 in the case of a qualified public safety employee).

Tax Withholding for Qualified Contracts

Distributions from a Contract under a Qualified Plan (not including an individual retirement annuity subject to Code Section 408 or Code Section 408A) to an employee, surviving spouse, or former spouse who is an alternate payee under a qualified domestic relations order, that are permitted to be rolled over to an eligible retirement plan, are subject to mandatory income tax withholding of 20% of the taxable amount of the distribution, unless the distributee directs the transfer of such amounts in cash to another Qualified Plan or a traditional IRA.

Distributions that are not an eligible rollover distribution include:

- any distribution that is a minimum distribution required under the Code, which includes any annuity payment made on or after January 1 of the year you turn age 73 (or 70 ½ if born prior to July 1, 1949 or 72 if born prior to January 1, 1951);
- any portion of the distribution that is not includable in gross income because it is a return of any after-tax contributions;
- any distribution that is part of a series of substantially equal periodic payments made over your life or the lives or you and your designated beneficiary, or made for fixed period of at least 10 years.

The taxable amount is the amount of the distribution less the amount allocable to after-tax contributions. All other types of taxable distributions are subject to 10% federal withholding unless the distributee elects not to have withholding apply.

For periodic (annuity) payments, the rate of withholding will be determined on the basis of the withholding information you provide to us. If you do not provide us with withholding information, we are required to determine the Federal income tax withholding according to the then current defaults for marital status and number of exemptions. State and local withholding may apply different defaults and will be determined by applicable law.

Certain states have indicated that pension and annuity withholding will apply to payments made to residents.

IRAs and Other Qualified Contracts with Optional Benefit Riders

As of the date of this Prospectus, there are special considerations for purchases of any optional living or death benefit riders. Treasury Regulations state that Individual Retirement Accounts (IRAs) may generally not invest in life insurance contracts. We believe that these Regulations do not prohibit the living or death benefit riders from being added to your Contract if it is issued as a Traditional IRA, Roth IRA, SEP IRA or SIMPLE IRA. However, the law is unclear and it is possible that a Contract that has living or death benefit riders and is issued as a Traditional IRA, Roth IRA, SEP IRA or SIMPLE IRA could be disqualified and may result in increased taxes to the Owner.

Similarly, section 401 plans, section 403(b), 457(b) annuities, and IRAs (but not Roth IRAs) can only offer *incidental* death benefits. The IRS could take the position that the enhanced death benefits provided by optional benefit riders are not incidental. In addition, to the extent that the optional benefit riders alter the timing or the amount of the payment of distributions under a Qualified Contract, the riders cannot be paid out in violation of the minimum distribution rules of the Code.

It is our understanding that the charges relating to the optional benefit riders are not subject to current taxation and we will not report them as such. However, Treasury or the IRS may determine that these charges should be treated as partial withdrawals subject to current income taxation to the extent of any gain and, if applicable, the 10% tax penalty. We reserve the right to report the rider charges as partial withdrawals if we believe that we would be expected to report them in accordance with Treasury Regulations or IRS guidance.

Required Minimum Distributions

Treasury Regulations provide that you cannot keep assets in Qualified Plans or IRAs indefinitely. Eventually they are required to be distributed; at that time (the Required Beginning Date (RBD)), Required Minimum Distributions (RMDs) are the amount that must be distributed each year. The information below is for Qualified Contracts held in either a Qualified Plan, or IRA, prior to the annuity start date.

Under Section 401 of the Code (for Qualified Plans) and Section 408 of the Code (for IRAs), the entire interest under the Contract must be distributed to the Owner/Annuitant no later than the Owner/Annuitant's RBD, or distributions over the life of the Owner/Annuitant (or the Owner/Annuitant and his beneficiary) must begin no later than the RBD.

The RBD for distributions from a Qualified Contract maintained for an IRA under Section 408 of the Code is generally April 1 of the calendar year following the year in which the Owner/Annuitant reaches age 73 (or 70½ if born prior to July 1, 1949 or 72 if born prior to January 1, 1951). The RBD for a Qualified Contract maintained for a qualified retirement or pension plan under Section 401 of the Code or a Section 403(b) annuity is April 1 of the calendar year following the later of the year in which the Owner/Annuitant reaches age 73 (or 70½ if born prior to July 1, 1949 or 72 if born prior to January 1, 1951), or, if the plan so provides, the year in which the Owner/Annuitant retires. There is no RBD for a Roth IRA maintained pursuant to Section 408A of the Code.

The Treasury Regulations require that all IRA holders and Qualified Plan Participants (with one exception discussed below) use the Uniform Lifetime Table to calculate their RMDs.

The Uniform Lifetime Table is based on a joint life expectancy and uses the IRA owner's actual age and assumes that the beneficiary is 10 years younger than the IRA owner. Note that under these Regulations, the IRA owner does not need to actually have a named beneficiary when they reach the RBD.

The exception noted above is for an IRA owner who has a spouse, who is more than 10 years younger, as the sole beneficiary on the IRA. In that situation, the spouse's actual age (and life expectancy) will be used in the joint life calculation.

Required Minimum Distributions for Beneficiaries

For Owner/Annuitants who died prior to January 1, 2020, their designated beneficiaries calculate RMDs using the Single Life Table (Table I, Appendix B, Publication 590-B, Distributions from Individual Retirement Arrangements (IRAs)). The table provides a life expectancy factor based on the beneficiary's age. The account balance is divided by this life expectancy factor to determine the first RMD. The life expectancy is reduced by one for each subsequent year.

For Owner/Annuitants who die after December 31, 2019, the RMD rules for beneficiaries who inherit an account or IRA are different depending on whether the beneficiary is an "eligible designated beneficiary" or not. An eligible designated beneficiary includes a surviving spouse, a disabled individual, a chronically ill individual, a minor child, or an individual who is not more than 10 years younger than the account owner. Certain trusts created for the exclusive benefit of disabled or chronically ill beneficiaries are included. These eligible designated beneficiaries may take their distributions over the beneficiary's life expectancy. However, minor children must still take remaining distributions within 10 years of reaching age 21. Additionally, a surviving spouse beneficiary may delay commencement of distributions until the later of the end of the year that the Owner/Annuitant would have attained age 73, or the surviving spouse's RBD.

Designated beneficiaries, who are not an eligible designated beneficiary, must withdraw the entire account by the 10th calendar year following the death of the Owner/Annuitant. IRS and Treasury have released proposed regulations that require a beneficiary to take distributions "at least as rapidly" as the Owner/Annuitant died after his RBD and had begun receiving minimum distributions. These proposed regulations require the beneficiary to continue receiving distributions during the 10 years following the Owner/Annuitant's death. Please consult your tax advisor for more information about these new proposed regulations and the impact they may have on your situation.

Non-designated beneficiaries must withdraw the entire account within 5 years of the Owner/Annuitant's death if distributions have not begun prior to death. For IRA distributions, see Publication 590-B, Distribution from Individual Retirement Arrangements (IRAs).

The CARES Act waived RMDs for 2020. This waiver applies to the Owner/Annuitant, as well as to the Beneficiary of an Inherited IRA. If a Beneficiary was subject to the 5-year rule, he or she can now waive the distribution for 2020, effectively taking distributions over a 6-year period rather than a 5-year period.

Actuarial Value

In accordance with Treasury Regulations, RMDs and Roth IRA conversions may be calculated based on the sum of the contract value and the actuarial value of any additional death benefits and benefits from riders that you have purchased under the Contract. As a result, RMDs and taxes due on Roth IRA Conversions may be larger than if the calculation were based on the contract value only, which may in turn result in an earlier (but not before the required beginning date) distribution under the Contract and an increased amount of taxable income distributed to the contract owner, and a reduction of death benefits and the benefits of any riders.

RMDs and Annuity Options

For retirement plans that qualify under Section 401 or 408 of the Code, the period elected for receipt of RMDs as annuity payments under Annuity Options 2 and 4 generally may be:

- no longer than the joint life expectancy of the Annuitant and Beneficiary in the year that the Annuitant reaches age 73 (or 70½ if born prior to July 1, 1949 or 72 if born prior to January 1, 1951),
- must be shorter than such joint life expectancy if the Beneficiary is not the Annuitant's spouse and is more than 10 years younger than the Annuitant, and
- may be further limited to comply with the RMD requirements for beneficiaries (e.g. the 10-year rule).

Under Annuity Option 3, if the Beneficiary is not the Annuitant's spouse and is more than 10 years younger than the Annuitant, the 66 2/3% and 100% elections specified below may not be available. The restrictions on options for retirement plans that qualify under

Sections 401 and 408 also apply to a retirement plan that qualifies under Code Section 403(b) with respect to amounts that accrued after December 31, 1986.

Annuity payments made on or after January 1st of the year the Owner/Annuity turns 73 (or 70½ if born prior to July 1, 1949 or 72 if born prior to January 1, 1951) are considered RMDs and are therefore not eligible rollover distributions. The Owner/Annuitant may not request a direct or indirect rollover of any annuity payment made on or after this date.

In order to comply with RMD regulations, some riders or benefits may not be available for your Contract.

IRAs and Qualified Plans

The following is only a general discussion about types of IRAs and Qualified Plans for which the Contracts may be available. We are not the administrator of any Qualified Plan. The plan administrator and/or custodian, whichever is applicable, (but not us) is responsible for all Plan administrative duties including, but not limited to, notification of distribution options, disbursement of Plan benefits, compliance regulatory requirements and federal and state tax reporting of income/distributions from the Plan to Plan participants and, if applicable, Beneficiaries of Plan participants and IRA contributions from Plan participants. Our administrative duties are limited to administration of the Contract and any disbursements of any Contract benefits to the Owner, Annuitant, or Beneficiary of the Contract, as applicable. Our tax reporting responsibility is limited to federal and state tax reporting of income/distributions to the applicable payee and IRA contributions from the Owner of a Contract, as recorded on our books and records. The Qualified Plan (the plan administrator or the custodian) is required to provide us with information regarding individuals with signatory authority on the Contract(s) owned. If you are purchasing a Qualified Contract, you should consult with your plan administrator and/or a qualified tax advisor. You should also consult with a qualified tax advisor and/or plan administrator before you withdraw any portion of your Contract Value.

Individual Retirement Annuities ("IRAs")

In addition to "traditional" IRAs established under Code Section 408, there are SEP IRAs under Code Section 408(k), Roth IRAs governed by Code Section 408A and SIMPLE IRAs established under Code Section 408(p). Also, Qualified Plans under Section 401, 403(b), or 457(b) of the Code that include after-tax employee contributions may be treated as deemed IRAs subject to the same rules and limitations as traditional IRAs. Contributions to each of these types of IRAs are subject to differing limitations. The following is a very general description of each type of IRA and other Qualified Plans.

<u>Traditional IRAs</u>

Traditional IRAs are subject to limitations on the amount that may be contributed each year, the persons who may be eligible to contribute, when rollovers are available and when distributions must commence. Depending upon the circumstances of the individual, contributions to a traditional IRA may be made on a deductible or non-deductible basis.

Annual contributions are generally allowed for persons who have compensation (as defined by the Code) of at least the contribution amount. Distributions of minimum amounts specified by the Code and Treasury Regulations must commence by April 1 of the calendar year following the calendar year in which you attain age 73 (or 70½ if born prior to July 1, 1949 or 72 if born prior to January 1, 1951). Failure to make mandatory minimum distributions may result in imposition of a 50% tax penalty on any difference between the required distribution amount and the amount actually distributed. Additional distribution rules apply after your death.

You (or your surviving spouse if you die) may rollover funds (such as proceeds from existing insurance policies, annuity contracts or securities) from certain existing Qualified Plans into your traditional IRA if those funds are in cash. This will require you to liquidate any value accumulated under the existing Qualified Plan. Mandatory withholding of 20% may apply to any rollover distribution from your existing Qualified Plan if the distribution is not transferred directly to your traditional IRA. To avoid this withholding you may wish to have cash transferred directly from the insurance company or plan trustee to your traditional IRA.

<u>SIMPLE IRAs</u>

The Savings Incentive Match Plan for Employees of Small Employers ("SIMPLE Plan") is a type of IRA established under Code Section 408(p)(2). Depending upon the SIMPLE Plan, employers may make plan contributions into a SIMPLE IRA established by each participant of the SIMPLE Plan. Like other IRAs, a 10% additional tax is imposed on certain distributions that occur before an employee attains age 59½. In addition, the tax penalty is increased to 25% for amounts received or rolled to another IRA or Qualified Plan during the 2-year period beginning on the date an employee first participated in a qualified salary reduction arrangement pursuant to a SIMPLE Plan maintained by their employer. Contributions to a SIMPLE IRA will generally include employee salary deferral contributions and employer contributions. Distributions from a SIMPLE IRA may be transferred to another SIMPLE IRA tax free or may be eligible for tax free rollover to a traditional IRA, a 403(b), a 457(b) or other Qualified Plan after the required 2-year period.

<u>SEP-IRAs</u>

A Simplified Employee Pension (SEP) is an employer sponsored retirement plan under which employers are allowed to make contributions toward their employees' retirement, as well as their own retirement (if the employer is self-employed). A SEP is a type of IRA established under Code Section 408(k). Under a SEP, a separate IRA account called a SEP-IRA is set up by or for each eligible employee and the employer makes the contribution to the account. Like other IRAs, a 10% additional tax is imposed on certain distributions that occur before an employee attains age 59½.

Roth IRAs

Section 408A of the Code permits eligible individuals to establish a Roth IRA. Contributions to a Roth IRA are not deductible, but withdrawals of amounts contributed and the earnings thereon that meet certain requirements are not subject to federal income tax. In general, Roth IRAs are subject to limitations on the amount that may be contributed and the persons who may be eligible to contribute and are subject to certain required distribution rules on the death of the Contract Owner. Unlike a traditional IRA, Roth IRAs are not subject to minimum required distribution rules during the Contract Owner's lifetime. Generally, however, the amount remaining in a Roth IRA must be distributed by the end of the fifth year after the death of the Contract Owner/Annuitant or distributed over the life expectancy of the Designated Beneficiary. The owner of a traditional IRA may convert a traditional IRA into a Roth IRA under certain circumstances. The conversion of a traditional IRA to a Roth IRA will subject the amount of the converted traditional IRA to federal income tax. Anyone considering the purchase of a Qualified Contract as a Roth IRA or a "conversion" Roth IRA should consult with a qualified tax advisor.

In accordance with recent changes in laws and regulations, at the time of either a full or partial conversion from a Traditional IRA annuity to a Roth IRA annuity, the determination of the amount to be reported as income will be based on the annuity contract's "fair market value", which will include all front-end loads and other non-recurring charges assessed in the 12 months immediately preceding the conversion, and the actuarial present value of any additional contract benefits.

One IRA Rollover Per Year

Effective January 1, 2015, the IRS will only permit a taxpayer to complete one 60-day indirect IRA-to-IRA rollover per 12 month period. This means that a taxpayer could not make a 60-day indirect IRA-to-IRA rollover if he or she had made such a rollover involving any of the taxpayer's IRAs in the preceding 1-year period. The limit will apply by aggregating all of the individual's IRAs, including SEP and SIMPLE IRAs as well as traditional and Roth IRAs, effectively treating them as one IRA for purposes of the limit. This rule does not affect the ability of an IRA owner to transfer funds from one IRA trustee directly to another, because such a transfer is not a rollover (but rather a direct transfer) and therefore, is not subject to the one-rollover-per-year limitation of Code Section 408(d)(3)(B). For additional information, see IRS Announcements 2014-15 and 2014-32. Always confirm with your own tax advisor whether this rule impacts your circumstances.

401(k) Plans; Pension and Profit-Sharing Plans

Qualified Plans may be established by an employer for certain eligible employees under Section 401 of the Code. These plans may be 401(k) plans, profit-sharing plans, or other pension or retirement plans. Contributions to these plans are subject to limitations. Rollover to other eligible plans may be available. Please consult your Qualified Plans Summary Plan description for more information.

Tax Sheltered Annuities ("TSAs")

Employees of certain tax-exempt organizations, such as public schools or hospitals, may defer compensation through an eligible plan under Code Section 403(b). Salary deferral amounts received from employers for these employees are excludable from the employees' gross income (subject to maximum contribution limits). Distributions under these Contracts must comply with certain limitations as to timing, or result in tax penalties. Distributions from amounts contributed to a TSA pursuant to a salary reduction arrangement, may be made from a TSA only upon attaining age 59½, severance from employment, death, disability, or financial hardship. Code Section 403(b) annuity distributions can be rolled over to other Qualified Plans in a manner similar to those permitted by Qualified Plans that are maintained pursuant to Section 401 of the Code.

In accordance with Code Section 403(b) and the regulations, we are required to provide information regarding contributions, withdrawals, and hardship distributions from your Contract to your 403(b) employer or an agent of your 403(b) employer, upon request. In addition, prior to processing your request for certain transactions, we are required to verify certain information about you with your 403(b) employer (or if applicable, former 403(b) employer) which may include obtaining authorization from either your employer or your employer's third-party administrator.

Section 457(b) Non-Qualified Deferred Compensation Plans

Certain employees of governmental entities or tax-exempt employers may defer compensation through an eligible plan under Code Section 457(b). Contributions to a Contract of an eligible plan are subject to limitations. Subject to plan provisions and a qualifying triggering event, assets in a 457(b) plan established by a governmental entity may be transferred or rolled into an IRA or another Qualified Plan, if the Qualified Plan allows the transfer or rollover. If a rollover to an IRA is completed, the assets become subject to IRA rules, including the 10% penalty on distributions prior to age 59½. Assets from other plans may be rolled into a governmental 457(b) plan if the 457(b) plan allows the rollover and if the investment provider is able to segregate the assets for tax reporting purposes. Consult both the distributing plan and the receiving plan prior to making this election. Assets in a 457(b) plan set up by a tax exempt employer may not be rolled to a different type of Qualified Plan or IRA at any time.

ADDITIONAL INFORMATION

Voting Rights

We are the legal owner of the shares of the Funds held by the Subaccounts. We may vote on any matter voted on at shareholders' meetings of the Funds. However, our current interpretation of applicable law requires us to vote the number of shares attributable to your Variable Account Value (your "voting interest") in accordance with your directions.

We will pass proxy materials on to you so that you have an opportunity to give us voting instructions for your voting interest. You may provide your instructions by proxy or in person at the shareholders' meeting. If there are shares of a Fund held by a Subaccount for which we *do not* receive timely voting instructions, we will vote those shares in the same proportion as all other shares of that Fund held by that Subaccount for which *we have* received timely voting instructions. If we do not receive any voting instructions for the shares in a Separate Account, we will vote the shares in that Separate Account in the same proportion as the total votes for all of our separate accounts for which we've received timely instructions. If we hold shares of a Fund in our General Account, we will vote such shares in the same proportion as the total votes cast for all of our separate accounts, including Separate Account A. We will vote shares of any Fund held by our non-insurance affiliates in the same proportion as the total votes for all separate accounts of ours and our insurance affiliates. As a result of proportional voting, the votes cast by a small number of Contract Owners may determine the outcome of a vote.

We may elect, in the future, to vote shares of the Funds held in Separate Account A in our own right if we are permitted to do so through a change in applicable federal securities laws or regulations, or in their interpretation.

The number of Fund shares that form the basis for your voting interest is determined as of the record date set by the Board of Trustees of the Fund. It is equal to:

- your Contract Value allocated to the Subaccount corresponding to that Fund, divided by
- the net asset value per share of that Fund.

Fractional votes will be counted. We reserve the right, if required or permitted by a change in federal regulations or their interpretation, to amend how we calculate your voting interest.

After your Annuity Date, if you have selected a variable annuity, the voting rights under your Contract will continue during the payout period of your annuity, but the number of shares that form the basis for your voting interest, as described above, will decrease throughout the payout period.

Changes to Your Contract

Contract Owner(s)

Transfer of Contract ownership may involve federal income tax and/or gift tax consequences; you should consult a qualified tax advisor before effecting such a transfer. A change to or from joint Contract ownership is considered a transfer of ownership. If your Contract is Non-Qualified, you may change Contract ownership at any time prior to your Annuity Date. You may name a different Owner or add or remove a Joint Owner. A Contract cannot name more than two Contract Owners at any time. Any newly-named Contract Owners must be under the age of 86 at the time of change or addition. Additionally, further age limitations may apply if the Contract was issued with an optional death benefit rider. The Contract Owner(s) may make all decisions regarding the Contract, including making allocation decisions and exercising voting rights. Transactions under a Contract with Joint Owners require approval from both Owners. Contract ownership changes may change the Return of Investment (ROI) Death Benefit calculations. See **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS - Death Benefits**. In addition, Contract ownership changes may terminate certain living benefit riders. See the Termination subsection for a particular living benefit rider in the **OPTIONAL LIVING BENEFIT RIDERS** section. Work with your financial professional prior to making any ownership changes.

If your Contract is Qualified under Code Sections 401 or 457(b), the Qualified Plan must be the sole Owner of the Contract and the ownership cannot be changed unless and until a triggering event has been met under the terms of the Qualified Plan. Upon such event, the ownership can only be changed to the Annuitant. If your Contract is Qualified under Code Sections 408 and 403(b), you must be the sole Owner of the Contract and no changes can be made.

Annuitant and Contingent or Joint Annuitant

See **ADDITIONAL INFORMATION – State Considerations** for Contracts issued in California.

Once your Contract is issued, your sole Annuitant or Joint Annuitants cannot be changed. For certain Contracts, you may only add a Joint Annuitant on the Annuity Date. Certain changes may be permitted in connection with Contingent Annuitants. See **ANNUITIZATION – Selecting Your Annuitant**. There may be limited exceptions for certain Qualified Contracts.

Beneficiaries

See **ADDITIONAL INFORMATION – State Considerations** for Contracts issued in California.

Your Beneficiary is the person(s) or entity who may receive death benefit proceeds under your Contract before the Annuity Date or any remaining annuity payments after the Annuity Date if any Owner (or Annuitant in the case of a Non-Natural Owner) dies. See the **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS** section for additional information regarding death benefit payouts. You may change or remove your Beneficiary or add Beneficiaries at any time prior to the death of any Owner (or Annuitant in the case of a Non-Natural Owner), as applicable. Any change or addition will generally take effect only when we receive all necessary documents, In Proper Form, and we record the change or addition. Any change or addition will not affect any payment made or any other action taken by us before the change or addition was received and recorded. Under our administrative procedures, a signature guarantee and/or other verification of identity or authenticity may be required when processing a claim payable to a Beneficiary.

Spousal consent may be required to change an IRA Beneficiary. If you are considering removing a spouse as a Beneficiary, it is recommended that you consult your legal or tax advisor regarding any applicable state or federal laws prior to requesting the change. Qualified Contracts may have additional restrictions on naming and changing Beneficiaries. If your Contract was issued in connection with a Qualified Plan subject to Title I of ERISA, contact your Plan Administrator for details. We require that Contracts issued under Code Sections 401 and 457(b) name the Plan as Beneficiary. If the Plan is unable to set up a trust account for Beneficiary payouts, we will pay the designated Plan Beneficiary under certain conditions. If you leave no surviving Beneficiary or Contingent Beneficiary, your estate will receive any death benefit proceeds under your Contract.

Changes to All Contracts

If, in the judgment of our management, continued investment by Separate Account A in one or more of the Funds becomes unsuitable or unavailable, we may seek to alter the Variable Investment Options available under the Contracts. We do not expect that a Fund will become unsuitable, but unsuitability issues could arise due to changes in investment policies, market conditions, tax laws, or due to marketing or other reasons.

Alterations of Variable Investment Options may take differing forms. We reserve the right to substitute shares of any Fund that were already purchased under any Contract (or shares that were to be purchased in the future under a Contract) with shares of another Fund, shares of another investment company or series of another investment company, or another investment vehicle. Required approvals of the SEC and applicable state insurance regulators will be obtained before any such substitutions are effected, and you will be notified of any planned substitution.

We may add new Subaccounts to Separate Account A and any new Subaccounts may invest in Funds of a Fund or in other investment vehicles. Availability of any new Subaccounts to existing Contract Owners will be determined at our discretion. We will notify you, and will comply with the filing or other procedures established by applicable state insurance regulators, to the extent required by applicable law. We also reserve the right, after receiving any required regulatory approvals, to do any of the following:

- cease offering any Subaccount;
- add or change designated investment companies or their funds, or other investment vehicles;
- add, delete or make substitutions for the securities and other assets that are held or purchased by the Separate Account or any Subaccount;
- permit conversion or exchanges between funds and/or classes of contracts based on the Owners' requests;
- add, remove or combine Subaccounts;
- combine the assets of any Subaccount with any other of our separate accounts or of any of our affiliates;
- register or deregister Separate Account A or any Subaccount under the 1940 Act;
- operate any Subaccount as a managed investment company under the 1940 Act, or any other form permitted by law;
- run any Subaccount under the direction of a committee, board, or other group;
- restrict or eliminate any voting rights of Owners with respect to any Subaccount or other persons who have voting rights as to any Subaccount;
- make any changes required by the 1940 Act or other federal securities laws;
- make any changes necessary to maintain the status of the Contracts as annuities under the Code;
- make other changes required under federal or state law relating to annuities;
- suspend or discontinue sale of the Contracts; and
- comply with applicable law.

Inquiries and Submitting Forms and Requests

You may reach our service representatives at (800) 722-4448 between the hours of 6:00 a.m. and 5:00 p.m., Pacific time on any Business Day. Financial professionals may call us at (833) 953-1863.

Please send your forms and written requests or questions to our Service Center:

Pacific Life Insurance Company
P.O. Box 2378
Omaha, Nebraska 68103-2378

If you are submitting a Purchase Payment or other payment by mail, please send it, along with your application if you are submitting one, to our Service Center at the following address:

Pacific Life Insurance Company
P.O. Box 2290
Omaha, Nebraska 68103-2290

If you are using an overnight delivery service to send payments, please send them to our Service Center at the following address:

Pacific Life Insurance Company
6750 Mercy Road, RSD
Omaha, Nebraska 68106

The effective date of certain notices or of instructions is determined by the date and time on which we receive the notice or instructions In Proper Form. In those instances when we receive electronic transmission of the information on the application from your financial professional's distribution firm and our administrative procedures with your distribution firm so provide, we consider the application to be received on the Business Day we receive the transmission. In those instances when information regarding your Purchase Payment is electronically transmitted to us by the distribution firm, we will consider the Purchase Payment to be received by us on the Business Day we receive the transmission of the information. Please call us if you or your financial professional have any questions regarding which address you should use.

We reserve the right to process any Purchase Payment received at an incorrect address when it is received at either the address indicated in your Contract specification pages or the appropriate address indicated in the Prospectus.

Purchase Payments after your initial Purchase Payment, transfer requests, and withdrawal requests we receive before the close of the New York Stock Exchange, which usually closes at 4:00 p.m. Eastern time, will be effective at the end of the same Business Day that we receive them In Proper Form unless the transaction or event is scheduled to occur on another Business Day. Generally, whenever you submit any other form, notice or request, your instructions will be effective on the next Business Day after we receive them In Proper Form unless the transaction or event is scheduled to occur on another Business Day. We may also require, among other things, a signature guarantee or other verification of authenticity. We do not generally require a signature guarantee unless it appears that your signature may have changed over time or the signature does not appear to be yours; or an executed application or confirmation of application, as applicable, In Proper Form is not received by us; or, to protect you or us. Requests regarding death benefit proceeds must be accompanied by both proof of death and instructions regarding payment In Proper Form. You should call your financial professional or us if you have questions regarding the required form of a request.

Telephone and Electronic Transactions

You are automatically entitled to make certain transactions by telephone or, to the extent available, electronically. You may also authorize other people to make certain transaction requests by telephone or, to the extent available, electronically by so indicating on the application or by sending us instructions in writing in a form acceptable to us. We cannot guarantee that you or any other person you authorize will always be able to reach us to complete a telephone or electronic transaction; for example, all telephone lines may be busy or access to our website may be unavailable during certain periods, such as periods of substantial market fluctuations or other drastic economic or market change, or telephones or the Internet may be out of service or unavailable during severe weather conditions or other emergencies. Under these circumstances, you should submit your request in writing (or other form acceptable to us). Transaction instructions we receive by telephone or electronically before the close of the New York Stock Exchange, which usually closes at 4:00 p.m. Eastern time, on any Business Day will usually be effective at the end of that day, and we will provide you confirmation of each telephone or electronic transaction.

We have established procedures reasonably designed to confirm that instructions communicated by telephone or electronically are genuine. These procedures may require any person requesting a telephone or electronic transaction to provide certain personal identification upon our request. We may also record all or part of any telephone conversation with respect to transaction instructions. We reserve the right to deny any transaction request made by telephone or electronically. You are authorizing us to accept and to act upon instructions received by telephone or electronically with respect to your Contract, and you agree that, so long as we comply with our procedures, neither we, any of our affiliates, nor any Fund, or any of their directors, trustees, officers, employees or agents will be liable for any loss, liability, cost or expense (including attorneys' fees) in connection with requests that we believe to be genuine. This policy means that so long as we comply with our procedures, you will bear the risk of loss arising out of the telephone or electronic transaction privileges of your Contract. If a Contract has Joint Owners, each Owner may individually make telephone and/or electronic transaction requests.

The authorization to make transactions by telephone or, to the extent available, electronically, will terminate when we receive notification of your death, and telephone or electronic transactions will no longer be accepted.

Electronic Information Consent

Subject to availability, you may authorize us to provide prospectuses, prospectus supplements, reports, annual statements, statements and immediate confirmations, tax forms, proxy solicitations, privacy notice and other notices and documentation in electronic format when available instead of receiving paper copies of these documents by U.S. mail. You may enroll in this service by so indicating on the application, via our Internet website, or by sending us instructions in writing in a form acceptable to us to receive such documents electronically. Not all contract documentation and notifications may be currently available in electronic format. You will continue to receive paper copies of any documents and notifications not available in electronic format by U.S. mail. For jointly owned contracts, both owners are consenting to receive information electronically. Documents will be available on our Internet website. As documents become available, we will notify you of this by sending you an e-mail message that will include instructions on how to retrieve the document. You must have ready access to a computer with Internet access, an active e-mail account to receive this information electronically, and the ability to read and retain it. You may access and print all documents provided through this service.

If you plan on enrolling in this service, or are currently enrolled, please note that:

- There is no charge for electronic delivery, although your Internet provider may charge for Internet access.
- You should provide a current e-mail address and notify us promptly when your e-mail address changes.
- You should update any e-mail filters that may prevent you from receiving e-mail notifications from us.
- You may request a paper copy of the information at any time for no charge, even though you consented to electronic delivery, or if you decide to revoke your consent.
- For jointly owned contracts, all information will be provided to the e-mail address that is provided to us.
- Electronic delivery will be cancelled if e-mails are returned undeliverable.
- This consent will remain in effect until you revoke it.

If you are currently enrolled in this service, please call (800) 722-4448 if you would like to revoke your consent, wish to receive a paper copy of the information above, or need to update your e-mail address. You may opt out of electronic delivery at any time.

Timing of Payments and Transactions

For withdrawals, including exchanges under Code Section 1035 and other Qualified transfers, from the Variable Investment Options or for death benefit payments attributable to your Variable Account Value, we will normally send the proceeds within 7 calendar days after your request is effective or after the Notice Date, as the case may be. We will normally effect periodic annuity payments on the day that corresponds to the Annuity Date and will make payment on the following Business Day. Payments or transfers may be suspended for a longer period under certain extraordinary circumstances. These include: a closing of the New York Stock Exchange other than on a regular holiday or weekend; a trading restriction imposed by the SEC; or an emergency declared by the SEC. Payments (including fixed annuity payments), withdrawals or transfers from the General Account may be delayed for up to six months after the request is effective. See **THE GENERAL ACCOUNT** for more details.

Confirmations, Statements and Other Reports to Contract Owners

Confirmations will be sent out for unscheduled Purchase Payments and transfers, unscheduled partial withdrawals, and a full withdrawal. Periodically, we will send you a statement that provides certain information pertinent to your Contract. These statements disclose Contract Value, Subaccount values, fees and charges applied to your Contract Value, transactions made and specific Contract data that apply to your Contract. Confirmations of your transactions under the pre-authorized investment program, dollar cost averaging, portfolio rebalancing, and pre-authorized withdrawal options will appear on your quarterly account statements. Your fourth-quarter statement will contain annual information about your Contract Value and transactions. You may also access these statements online.

If you suspect an error on a confirmation or quarterly statement, you must notify us in writing as soon as possible, preferably within 30 calendar days from receiving the transaction confirmation or if the transaction is first confirmed on the quarterly statement, within 30 calendar days of receiving the quarterly statement. When you write, tell us your name, contract number and a description of the suspected error.

You will also be sent an annual and semi-annual report (shareholder reports) for the Funds and a list of the securities held in each of the Funds, as required by the 1940 Act; or more frequently if required by law.

Contract Owner Mailings. To help reduce expenses, environmental waste and the volume of mail you receive, only one copy of Contract Owner documents (such as the prospectus, supplements, announcements, and each annual and semi-annual report) may be mailed to Contract Owners who share the same household address (Householding). If you are already participating, you may opt out by contacting us. Please allow 30 calendar days for regular delivery to resume. You may also elect to participate in Householding by writing or calling us. The current documents are available on our website any time or an individual copy of any of these documents may be requested – see the last page of this Prospectus for more information.

Distribution Arrangements

PSD, a broker-dealer and our subsidiary, pays various forms of compensation to distribution firms (including other affiliates) that solicit applications for the Contracts. PSD also may reimburse other expenses associated with the promotion and solicitation of applications for the Contracts. Distribution firms and/or financial professionals will receive no commissions from PSD based on either Purchase Payments or on Account Value.

Additional Compensation and Revenue Sharing

To the extent permitted by SEC and FINRA rules and other applicable laws and regulations, selling distribution firms may receive additional payments in the form of cash, other special compensation or reimbursement of expenses, sometimes called “revenue sharing”. These additional compensation or reimbursement arrangements may include, for example, payments in connection with the firm’s “due diligence” examination of the contracts, payments for providing conferences or seminars, sales or training programs for invited financial professionals and other employees, payments for travel expenses, including lodging, incurred by financial professionals and other employees for such seminars or training programs, seminars for the public, advertising and sales campaigns regarding the Contracts, and payments to assist a firm in connection with its administrative systems, operations and marketing expenses and/or other events or activities sponsored by the firms. Subject to applicable FINRA rules and other applicable laws and regulations, PSD and its affiliates may contribute to, as well as sponsor, various educational programs, or promotions in which participating firms and their salespersons may receive prizes such as merchandise, cash, or other awards. Such additional compensation may give us greater access to financial professionals of the distribution firms that receive such compensation or may otherwise influence the way that a distribution firm and financial professional market the Contracts.

These arrangements may not be applicable to all firms, and the terms of such arrangements may differ between firms. We provide additional information on special compensation or reimbursement arrangements involving selling firms and other financial institutions in the Statement of Additional Information, which is available upon request. Any such compensation will not result in any additional direct charge to you by us.

The compensation and other benefits provided by PSD or its affiliates may be more or less than the overall compensation on similar or other products. This may influence your financial professional or distribution firm to present this Contract over other investment vehicles available in the marketplace. You may ask your financial professional about these differing and divergent interests, how he/she is personally compensated and how his/her distribution firm is compensated for soliciting applications for the Contract.

Service Arrangements

We have entered into services agreements with certain Funds, or Fund affiliates, which pay us for administrative and other services, including, but not limited to, certain communications and support services. The fees are based on an annual percentage of average daily net assets of certain Funds purchased by us at Contract Owner’s instructions. Currently, the fees received do not exceed an annual percentage of 0.25% and each Fund (or Fund affiliate) may not pay the same annual percentage (some may pay significantly less). Because we receive such fees, we may be subject to competing interests in making these Funds available as Investment Options under the Contracts.

American Century Services, LLC pays us for each American Century Variable Portfolios, Inc. portfolio (Class I) held by our separate accounts. BlackRock Distributors, Inc. pays us for each BlackRock Variable Series Funds, Inc. (including Fund I and II) portfolio (Class I) held by our separate accounts. Fidelity Distributors Corporation pays us for each Fidelity® Variable Insurance Products Fund portfolio (Initial Class) held by our separate accounts. Franklin Templeton Services, LLC pays us for each Franklin Templeton Variable Insurance Products Trust portfolio (Class 1) held by our separate accounts. Goldman Sachs Asset Management, L.P. pays us for each Goldman Sachs Variable Insurance Trust portfolio (Institutional Shares) held by our separate accounts. Invesco Advisers, Inc. and its affiliates pay us for each AIM Variable Insurance Funds (Invesco Variable Insurance Funds) portfolio (Series I) held by our separate accounts. Janus Henderson Investors US LLC, pays us for each Janus Aspen Series portfolio (Institutional Shares) held by our separate accounts. JPMorgan Investment Management Inc. pays us for each JPMorgan Insurance Trust portfolio (Class 1) held by our separate accounts. Legg Mason Investor Services, LLC, pays us for each Legg Mason Partners Variable Income Trust portfolio (Class I) held by our separate accounts. Massachusetts Financial Services Company pays us for each MFS Variable Insurance Trust (including Trust I and II) portfolio (Initial Class) held by our separate accounts. Pacific Investment Management Company LLC pays us for each PIMCO Variable Insurance Trust portfolio (Institutional Class) held by our separate accounts. T. Rowe Price Associates, Inc. pays us for each T. Rowe Price Equity Series, Inc. portfolio (Class I) held by our separate accounts.

Replacement of Life Insurance or Annuities

The term “replacement” has a special meaning in the life insurance industry and is described more fully below. Before you make your purchase decision, we want you to understand how a replacement may impact your existing plan of insurance.

A policy “replacement” occurs when a new policy or contract is purchased and, in connection with the sale, an existing policy or contract is surrendered, lapsed, forfeited, assigned to the replacing insurer, otherwise terminated, or used in a financed purchase. A “financed purchase” occurs when the purchase of a new life insurance policy or annuity contract involves the use of funds obtained from the values of an existing life insurance policy or annuity contract through withdrawal, surrender or loan.

There are circumstances in which replacing your existing life insurance policy or annuity contract can benefit you. As a general rule, however, replacement is not in your best interest. Accordingly, you should make a careful comparison of the costs and benefits of your existing policy or contract and the proposed policy or contract to determine whether replacement is in your best interest.

State Considerations

Certain Contract features described in this Prospectus may vary or may not be available in your state. The state in which your Contract is issued governs whether or not certain features, Riders, charges or fees are available or will vary under your Contract. These variations are reflected in your Contract and in Riders or Endorsements to your Contract. See your financial professional or contact us for specific information that may be applicable to your state.

Arizona. For Owners 65 years of age or older on the application date, the Free Look period is 30 calendar days.

District of Columbia. Free Look – Purchase Payments are returned in the event the Contract is cancelled within the Free Look period.

Florida. For Owners 64 years of age or younger on the application date, the Free Look period is 14 calendar days. For Owners 65 years of age or older on the application date, the Free Look period is 21 calendar days.

Idaho, North Dakota, Rhode Island, and Texas. The Free Look period is 20 calendar days.

California. Variations for California are set forth below:

SPECIAL TERMS

Annuitant – A person on whose life annuity payments may be determined. An Annuitant's life will also be used to determine death benefits and to determine the Annuity Date. A Contract may name a single ("sole") Annuitant or two ("Joint") Annuitants. If you name Joint Annuitants, "the Annuitant" means the sole surviving Annuitant, unless otherwise stated. If the Contract is a Non-Qualified Contract, you cannot change the Annuitant. You may add a Joint Annuitant only on the Annuity Date.

Beneficiary – A person who may have a right to receive any death benefit proceeds before the Annuity Date or any remaining annuity payments after the Annuity Date, if any owner or Annuitant dies.

Contingent Annuitant – A Contingent Annuitant is not available for California issued Contracts. Any references to a Contingent Annuitant do not apply to California issued Contracts.

Contract Owner, Owner, Policyholder, you, or your – Generally, a person who purchases a Contract and makes the Investments. A Contract Owner has all rights in the Contract, including the right to make withdrawals, designate and change beneficiaries, transfer amounts among Investment Options, and designate an Annuity Option. If your Contract names Joint Owners, both Joint Owners are Contract Owners and share all such rights.

OVERVIEW OF THE CONTRACT

The Death Benefit

Generally, the Contract provides a death payout upon the first death of an Owner or the death of the sole surviving Annuitant, whichever occurs first, during the accumulation phase. Death benefit proceeds are payable when we receive proof of death and payment instructions. To whom we pay a death benefit, and how we calculate the death benefit amount depends on who dies first and the type of Contract you own. *For more information about the death benefit see* **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS - Death Benefits**.

BUYING YOUR CONTRACT

The maximum age of a Contract Owner/Annuitant, including Joint Owners and Joint Annuitants, for which a Contract will be issued is 90. The Contract Owner's age is calculated as of his or her last birthday. If any Contract Owner or Annuitant named in the application for a Contract dies and we are notified of the death before we issue the Contract, then we will return the amount we received. If we issue the Contract and are subsequently notified after issuance that the death occurred prior to issue, then the application for the Contract and/or any Contract issued will be deemed cancelled and a refund will be issued. The refund amount will be the Contract Value based upon the next determined Accumulated Unit Value (AUV) after we receive proof of death of the Contract Owner or Annuitant, plus a refund of any amount used to pay premium taxes and/or any other taxes. Any refunded assets may be subject to probate.

ANNUITIZATION

Selecting Your Annuitant

When you submit your Contract application, you must choose a sole Annuitant or Joint Annuitants. You must make your choices based on the following:

- If you are buying a Non-Qualified Contract, you may choose yourself as the Annuitant, another person as the Annuitant, or you may choose Joint Annuitants. If you do not choose Joint Annuitants when your Contract is issued, you may only add a Joint Annuitant on the Annuity Date.
- If you are buying a Qualified Contract, you must be the sole Annuitant. You may only add a Joint Annuitant on the Annuity Date.

No Annuitant (sole or Joint) may be named upon or after reaching his or her 86th birthday. We reserve the right to require proof of age or survival of the Annuitant(s).

DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS

Death Benefits

Death benefit proceeds may be payable before the Annuity Date upon the death of the first Annuitant or of any Contract Owner while the Contract is in force. Any death benefit payable will be calculated on the "Notice Date", which is the day on which we receive proof of death and instructions regarding payment of death benefit proceeds. If a Contract has multiple Beneficiaries, death benefit proceeds will be calculated when we first receive proof of death and instructions from any Beneficiary. The death benefit proceeds still remaining to be paid to other Beneficiaries will fluctuate with the performance of the underlying Investment Options. See the *Death of First Annuitant* and *Death of Owner* subsection below for payout amount information.

Death Benefit Proceeds

Death benefit proceeds will be payable on the Notice Date. If proceeds are used to purchase an Annuity Option from us, such proceeds will be reduced by any charge for premium taxes and/or other taxes. The death benefit proceeds may be payable in a single sum, as an Annuity Option available under the Contract, towards the purchase of any other Annuity Option we then offer, or in any other manner permitted by the IRS and approved by us. The sole surviving Annuitant's spouse may continue the Contract (see **Death Benefits** – *Spousal Continuation*). In addition, there may be legal requirements that limit the recipient's Annuity Options and the timing of any payments. State unclaimed property regulations may shorten the amount of time a recipient has to make a death benefit election. A recipient should consult a qualified tax advisor before making a death benefit election.

The death benefit proceeds will be paid to the first among the following who is (1) living; or (2) an entity or corporation entitled to receive the death benefit proceeds, in the following order:

- Owner,
- Joint Owner,
- Beneficiary, or
- Contingent Beneficiary.

If a contract has Joint Owners, and the surviving Joint Owner dies before the Notice Date, the death benefit proceeds will be paid to the Beneficiary or Contingent Beneficiary. If none are living (or if there is no entity or corporation entitled to receive the death benefit proceeds), the proceeds will be payable to the Owner's Estate.

Death of First Annuitant

If the first Annuitant dies before the Annuity Date, the amount of the death benefit will be equal to the *Death Benefit Amount* as of the Notice Date and will be paid in accordance with the *Death Benefit Proceeds* section.

Death of Owner

If the Owner (who is not also an Annuitant) dies before the Annuity Date and prior to the death of an Annuitant, the death benefit amount paid will be the Contract Value as of the Notice Date and will be paid in accordance with the *Death Benefit Proceeds* section above and in accordance with the federal income tax distribution at death rules discussed in the **FEDERAL TAX ISSUES - Non-Qualified Contracts – General Rules** section.

Spousal Continuation

Generally, a sole designated recipient who is the spouse of the deceased Annuitant or Owner may elect to become the Owner (and sole Annuitant if the deceased Owner had been the Annuitant) rather than receive the proceeds in a lump sum and continue the Contract until the earliest of the spouse's death, or the Annuity Date. The spousal continuation election must be made by the fifth anniversary of the death of the Contract Owner for Non-Qualified Contracts, or by December 31 of the calendar year in which the fifth anniversary of the Contract Owner's death falls for Qualified Contracts. On the Notice Date, if the surviving spouse is deemed to have continued the Contract, we will set the Contract Value equal to the death benefit proceeds that would have been payable to the spouse as the deemed Beneficiary/designated recipient of the death benefit proceeds.

This "Add-In Amount" is the difference between the Contract Value and the death benefit proceeds that would have been payable. The Add-In Amount will be added to the Contract Value on the Notice Date. There will not be an adjustment to the Contract Value if the Contract Value is equal to or greater than the death benefit proceeds as of the Notice Date. The Add-In Amount will be allocated among Investment Options in accordance with the current allocation instructions for the Contract and may be, under certain circumstances, considered earnings. The Add-In Amount is not treated as a new Purchase Payment.

A Joint Owner who is the designated recipient, but not the Owner's spouse, may not continue the Contract. Under IRS Guidelines, once a surviving spouse continues the Contract, the Contract may not be continued again in the event the surviving spouse remarries.

Example: On the Notice Date, the Annuitant's surviving spouse elects to continue the Contract. On that date, the death benefit proceeds were $100,000 and the Contract Value was $85,000. Since the surviving spouse elected to continue the Contract in lieu of receiving the death benefit proceeds, we will increase the Contract Value by an Add-In Amount of $15,000 ($100,000 - $85,000 = $15,000). If the Contract Value on the Notice Date was $100,000 or higher, then nothing would be added to the Contract Value.

The continuing spouse is subject to the same fees, charges and expenses applicable to the deceased Owner of the Contract.

Non-Natural Owner

If you are a Non-Natural Owner of a Contract other than a Contract issued under a Qualified Plan as defined in Section 401 of the Code, the Annuitant (either Annuitant if there are Joint Annuitants) will be treated as the Owner of the Contract for purposes of the Non-Qualified Contract Distribution Rules. If there are Joint Annuitants, the death benefit proceeds will be payable on proof of death of the first annuitant. The Death Benefit Amount will apply if the Non-Natural Owner elects to maintain the Contract and reinvest the Contract Value into the contract in the same amount as immediately prior to the distribution; or (b) the Death Benefit Amount less any charges for premium taxes and/or other taxes, if the Non-Natural Owner elects a cash distribution and will be paid in accordance with the *Death Benefits Proceeds* section and in accordance with the federal income tax distribution at death rules discussed in the **FEDERAL TAX ISSUES** section.

Non-Qualified Contract Distribution Rules

The Contract is intended to comply with all applicable provisions of Code Section 72(s) and any successor provision, as deemed necessary by us to qualify the Contract as an annuity contract for federal income tax purposes. If an Owner of a Non-Qualified Contract dies before the Annuity Date, distribution of the death benefit proceeds must begin within 1 year after the Owner's death or complete distribution within 5 years after the Owner's death. In order to satisfy this requirement, the designated recipient must receive a final lump sum payment by the 5th anniversary of the Contract Owner's death, or elect to receive an annuity for life or over a period that does not exceed the life expectancy of the designated recipient with annuity payments that start within 1 year after the Owner's death or, if permitted by the IRS, elect to receive a systematic distribution over a period not exceeding the beneficiary's life expectancy using a method that would be acceptable for purposes of calculating the minimum distribution required under section 401(a)(9) of the Code. If an election to receive an annuity is not made within 60 calendar days of our receipt of proof of the Owner's death or, if earlier, 60 calendar days (or shorter period as we permit) prior to the 1st anniversary of the Owner's death, the option to receive annuity payments is no longer available. If a Non-Qualified Contract has Joint Owners, this requirement applies to the first Contract Owner to die.

The Owner may designate that the Beneficiary will receive death benefit proceeds in a lump sum, or through annuity payments for Life, Life with Period Certain, Period Certain or a Scheduled Payout Option. Any Life with Period Certain or Period Certain payout period is 5 through 30 years, but cannot exceed the life expectancy of the Beneficiary. The Owner must designate the payment method in writing in a form acceptable to us. The Owner may revoke the designation only in writing and only in a form acceptable to us. Once the Owner dies, the Beneficiary cannot change or revoke the Owner's instructions regarding the payment of death benefit proceeds.

Qualified Contract Distribution Rules

Under Treasury regulations and our administrative procedures, if the Contract is owned under a Qualified Plan as defined in Sections 401, 403, 457(b), 408, or 408A of the Code distributions to the Beneficiary must satisfy the Required Minimum Distribution (RMD) rules of Code Section 401(a)(9). For Owner/Annuitants who die after December 31, 2019, the RMD rules for Beneficiaries who inherit an account or IRA are different depending on whether the Beneficiary is an "Eligible Designated Beneficiary" (EDB) or not. An EDB includes a surviving spouse, a disabled individual, a chronically ill individual, a minor child, or an individual who is not more than 10 years younger than the Owner/Annuitant. Certain trusts created for the exclusive benefit of disabled or chronically ill Beneficiaries are included. These EDBs may take their distributions over the Beneficiary's life expectancy and those distributions must commence by December 31st of the year following the death of the Owner/Annuitant. However, minor children must still take remaining distributions within 10 years of reaching age 21. Additionally, a surviving spouse Beneficiary may delay commencement of distributions until the later of the end of the year that the Owner/Annuitant would have attained age 73, or when the surviving spouse turns 73.

Designated Beneficiaries, who are not an EDB, must withdraw the entire account by the 10th calendar year following the death of the Owner/Annuitant. IRS and Treasury have released proposed regulations that require a beneficiary to take distributions "at least as rapidly" as the Owner/Annuitant died after his RBD and had begun receiving minimum distributions. These proposed regulations require the beneficiary to continue receiving distributions during the 10 years following the Owner/Annuitant's death. Please consult your tax advisor for more information about these new proposed regulations and the impact they may have on your situation.

Non-designated Beneficiaries must withdraw the entire account within 5 years of the Owner/Annuitant's death if distributions have not begun prior to death unless the owner dies after commencing his or her RMD payments.

If the Owner/Annuitant dies after the commencement of RMDs (except in the case of a Roth IRA when RMDs do not apply) but before the Annuitant's entire interest in the Contract (other than a Roth IRA) has been distributed, the remaining interest in the Contract must be distributed to the non-designated Beneficiary at least as rapidly as under the distribution method in effect at the time of the Annuitant's death.

You are responsible for monitoring distributions that must be taken to meet IRS guidelines.

The Owner may designate that the Beneficiary will receive death benefit proceeds in a lump sum or through annuity payments for a Period Certain of 5 through 9 years. The Owner must designate the payment method in writing in a form acceptable to us. The Owner may revoke the designation only in writing and only in a form acceptable to us. Once the Owner dies, the Beneficiary cannot change or revoke the Owner's instructions regarding the payment of death benefit proceeds.

WITHDRAWALS

The Right to Cancel ("Free Look") section is amended to include the following:

California Applicants Age 60 or Older

For residents of the state of California 60 years of age or older, the Free Look period is a 30-day period beginning on the calendar day you receive your Contract. If you are a California applicant age 60 or older you must elect, at the time you apply for your Contract, to receive a return of either your Purchase Payments or your Contract Value proceeds if you exercise your Right to Cancel and return your Contract to us.

If you elect to receive the return of Purchase Payments option, the following will apply:

- We will allocate all or any portion of any Purchase Payment designated for any Variable Investment Option to the Fidelity® VIP Government Money Market Subaccount until the Free Look Transfer Date. The Free Look Transfer Date is 30 calendar days from the Contract Date. On the Free Look Transfer Date, we will automatically transfer your Fidelity® VIP Government Money Market Subaccount Value according to the instructions on your application, or your most recent instruction, if any. This automatic transfer to the Variable Investment Options according to your initial allocation instruction is excluded from the Transfer limitations. See **HOW YOUR PURCHASE PAYMENTS ARE ALLOCATED** – **Transfers and Market-timing Restrictions**.
- If you specifically instruct us to allocate all or any portion of any additional Purchase Payment we receive to any Variable Investment Option other than the Fidelity® VIP Government Money Market Subaccount before the Free Look Transfer Date, you will automatically change your election to the return of your Contract Value proceeds option. This will automatically cancel your election of the "return of Purchase Payments" option for the entire Contract.
- If you request a transfer of all or any portion of your Contract Value from the Fidelity® VIP Government Money Market Subaccount to any other Variable Investment Option before the Free Look Transfer Date, you will automatically change your election to the return of your Contract Value proceeds option. This will automatically cancel your election of the "return of Purchase Payments" option for the entire Contract.
- If you exercise your Right to Cancel, we will send you your Purchase Payments.

If you elect the return of Contract Value proceeds option, the following will apply:

- We will immediately allocate any Purchase Payments we receive to the Investment Options you select on your application or your most recent instructions, if any.
- If you exercise your Right to Cancel, we will send you your Contract Value proceeds described in the Right to Cancel ("Free Look") section of this prospectus.
- Once you elect this option, it may not be changed.

ADDITIONAL INFORMATION

Annuitant or Joint Annuitant

Once your Contract is issued, your sole Annuitant or Joint Annuitants cannot be changed. You may only add a Joint Annuitant on the Annuity Date. See **ANNUITIZATION – Selecting Your Annuitant**. There may be limited exceptions for certain Qualified Contracts.

Beneficiaries

Your Beneficiary is the person(s) or entity who may receive death benefit proceeds under your Contract before the Annuity Date or any remaining annuity payments after the Annuity Date if any Owner or Annuitant dies. See the **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS** section for additional information regarding death benefit payouts. You may change or remove your Beneficiary or add Beneficiaries at any time prior to the death of any Owner or Annuitant, as applicable. Any change or addition will generally take effect only when we receive all necessary documents and we record the change or addition. Any change or addition will not affect any payment made or any other action taken by us before the change or addition was received and recorded. Under our administrative procedures, a signature guarantee and/or other verification of identity or authenticity may be required when processing a claim payable to a Beneficiary.

End of State Considerations subsection.

Financial Statements

Pacific Life's financial statements and the financial statements of Separate Account A are contained in the Statement of Additional Information.

THE GENERAL ACCOUNT

General Information

Subject to applicable law, we exercise sole discretion over the investment of General Account assets, and bear the associated investment risk. You will not share in the investment experience of General Account assets. Unlike the Separate Account, the General Account is subject to liabilities arising from any of our other business. Any guarantees provided for under the contract or through optional death benefit riders and living benefit riders are backed by our financial strength and claims-paying ability. You must look to the strength of the insurance company with regard to such guarantees. Payments (including fixed annuity payments), withdrawals or transfers from the General Account may be delayed for up to six months after the request is effective.

APPENDIX: FUNDS AVAILABLE UNDER THE CONTRACT

The following is a list of Funds available under the Contract. More information about the Funds is available in the prospectuses for the Funds, which may be amended from time to time and can be found online at PacificLife.com/Prospectuses. You can also request this information at no cost by calling (833) 455-0901 or by sending an email request to Prospectuses@PacificLife.com. Depending on the optional benefits you choose, you may not be able to invest in certain Funds. See the **Living Benefit Investment Allocation Requirements** section after the Fund table below.

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

Investment Objective	**Fund**; Advisor (Subadvisor)	**Current Expenses**	**Average Annual Total Returns (as of 12/31/22)**		
			1 Year	**5 Year**	**10 Year**
Seeks long-term capital growth. Income is a secondary objective.	**American Century VP Mid Cap Value Fund Class I**; American Century Investment Management, Inc.	0.86%	-1.19%	6.76%	11.01%
Pursues long-term total return using a strategy that seeks to protect against U.S. inflation.	**American Century VP Inflation Protection Fund Class I**; American Century Investment Management, Inc.	0.52%	-12.88%	1.64%	0.93%
Provide high total return (including income and capital gains) consistent with preservation of capital over the long term.	**American Funds IS Asset Allocation Fund Class 1**; Capital Research and Management Company℠	0.30%	-13.19%	5.59%	8.37%
The fund has two primary investment objectives. It seeks (1) to provide a level of current income that exceeds the average yield on U.S. stocks generally and (2) to provide a growing stream of income over the years. Secondary objective is to provide growth of capital.	**American Funds IS Capital Income Builder® Class 1**; Capital Research and Management Company℠	0.27%[1]	-6.90%	4.35%	N/A
Provide you, over the long term, with a high level of total return consistent with prudent investment management. Total return comprises the income generated by the fund and the changes in the market value of the fund's investments.	**American Funds IS Capital World Bond Fund Class 1**; Capital Research and Management Company℠	0.47%	-17.43%	-1.53%	-0.25%
Provide long-term growth of capital while providing current income.	**American Funds IS Capital World Growth and Income Fund Class 1**; Capital Research and Management Company℠	0.42%[1]	-17.13%	4.36%	8.04%

Investment Objective	**Fund**; Advisor (Subadvisor)	Current Expenses	Average Annual Total Returns (as of 12/31/22)		
			1 Year	5 Year	10 Year
Provide long-term growth of capital.	**American Funds IS Global Growth Fund Class 1**; Capital Research and Management Company[SM]	0.41%[1]	-24.54%	7.33%	10.43%
Provide growth of capital.	**American Funds IS Growth Fund Class 1**; Capital Research and Management Company[SM]	0.34%	-29.75%	11.42%	13.93%
Achieve long-term growth of capital and income.	**American Funds IS Growth-Income Fund Class 1**; Capital Research and Management Company[SM]	0.28%	-16.28%	8.09%	11.82%
Provide long-term growth of capital.	**American Funds IS International Fund Class 1**; Capital Research and Management Company[SM]	0.53%	-20.57%	-0.78%	4.18%
Provide long-term growth of capital while providing current income.	**American Funds IS International Growth and Income Fund Class 1**; Capital Research and Management Company[SM]	0.55%[1]	-15.00%	0.88	3.86%
Provide high total return (including income and capital gains) consistent with preservation of capital over the long term while seeking to manage volatility and provide downside protection.	**American Funds IS Managed Risk Asset Allocation Fund Class P1**; Capital Research and Management Company[SM]	0.65%[1]	-13.75%	3.09%	5.95%
Long-term capital appreciation.	**American Funds IS New World Fund® Class 1**; Capital Research and Management Company[SM]	0.57%[1]	-21.86%	2.58%	4.53%
Provide as high a level of current income as is consistent with the preservation of capital.	**American Funds IS The Bond Fund of America Class 1**; Capital Research and Management Company[SM]	0.21%[1]	-12.26%	1.02%	1.62%
Provide a high level of current income consistent with prudent investment risk and preservation of capital.	**American Funds IS U.S. Government Securities Fund Class 1**; Capital Research and Management Company[SM]	0.24%[1]	-10.75%	0.85%	1.17%

Investment Objective	**Fund**; Advisor (Subadvisor)	Current Expenses	Average Annual Total Returns (as of 12/31/22)		
			1 Year	5 Year	10 Year
Produce income and to provide an opportunity for growth of principal consistent with sound common stock investing.	**American Funds IS Washington Mutual Investors Fund Class 1**; Capital Research and Management Company℠	0.25%[1]	-8.28%	7.37%	11.57%
Seeks to provide total return.	**BlackRock 60/40 Target Allocation ETF V.I. Fund Class I**; BlackRock Advisors, LLC	0.33%[1]	-14.82%	4.77%	N/A
Seeks long-term total return and current income.	**BlackRock Equity Dividend V.I. Fund Class I**; BlackRock Advisors, LLC	0.67%[1]	-3.85%	7.39%	10.13%
Seeks high total investment return.	**BlackRock Global Allocation V.I. Fund Class I**; BlackRock Advisors, LLC	0.73%[1]	-15.86%	3.50%	5.06%
Seeks investment results that, before expenses, correspond to the aggregate price and yield performance of the Standard & Poor's 500 Index.	**BlackRock S&P 500 Index V.I. Fund Class I**; BlackRock Advisors, LLC	0.14%[1]	-18.23%	9.26%	12.29%
Seeks to match the performance of the Russell 2000® Index as closely as possible before the deduction of fund expenses.	**BlackRock Small Cap Index V.I. Fund Class I**; BlackRock Advisors, LLC	0.22%[1]	-20.46%	3.98%	8.74%
Seeks to maximize total return, consistent with income generation and prudent investment management.	**BlackRock High Yield V.I. Fund Class I**; BlackRock Advisors, LLC	0.56%[1]	-10.64%	2.60%	4.10%
Maximize total return, consistent with income generation and prudent investment management.	**BlackRock Total Return V.I. Fund Class I**; BlackRock Advisors, LLC	0.48%[1]	-14.06%	0.11%	1.24%
Achieve long-term capital appreciation.	**DFA VA Equity Allocation Portfolio Institutional Class**; Dimensional Fund Advisors LP	0.30%[1]	-13.68%	6.12%	N/A
Provide a market rate of return for a fixed income portfolio with low relative volatility of returns.	**DFA VA Global Bond Portfolio Institutional Class**; Dimensional Fund Advisors LP	0.21%	-6.33%	-0.06%	0.76%

Investment Objective	**Fund**; Advisor (Subadvisor)	Current Expenses	Average Annual Total Returns (as of 12/31/22)		
			1 Year	5 Year	10 Year
Seeks total return consisting of capital appreciation and current income.	**DFA VA Global Moderate Allocation Portfolio Institutional Class**; Dimensional Fund Advisors LP	0.28%[1]	-10.96%	4.47%	N/A
Achieve long-term capital appreciation.	**DFA VA International Small Portfolio Institutional Class**; Dimensional Fund Advisors LP	0.40%	-17.64%	0.52%	6.02%
Achieve long-term capital appreciation.	**DFA VA International Value Portfolio Institutional Class**; Dimensional Fund Advisors LP	0.28%	-3.46%	1.48%	4.49%
Achieve a stable real return in excess of the rate of inflation with a minimum of risk.	**DFA VA Short-Term Fixed Portfolio Institutional Class**; Dimensional Fund Advisors LP	0.12%	-1.16%	0.70%	0.58%
Achieve long-term capital appreciation.	**DFA VA U.S. Large Value Portfolio Institutional Class**; Dimensional Fund Advisors LP	0.21%	-4.88%	5.67%	10.71%
Achieve long-term capital appreciation.	**DFA VA U.S. Targeted Value Portfolio Institutional Class**; Dimensional Fund Advisors LP	0.29%	-4.21%	7.48%	11.05%
Seeks capital appreciation.	**Fidelity VIP Consumer Discretionary Portfolio Initial Class**; Fidelity Management & Research Company LLC	0.66%	-34.63%	5.98%	10.78%
Seeks long-term capital appreciation.	**Fidelity VIP Contrafund® Portfolio Initial Class**; Fidelity Management & Research Company LLC	0.60%	-26.31%	8.66%	11.43%
Seeks capital appreciation.	**Fidelity VIP Emerging Markets Portfolio Initial Class**; Fidelity Management & Research Company LLC	0.92%	-20.17%	1.71%	4.61%
Seeks capital appreciation.	**Fidelity VIP Energy Portfolio Initial Class**; Fidelity Management & Research Company LLC	0.64%	63.18%	7.19%	4.80%
Seeks to provide investment results that correspond to the total return of stocks of mid- to small-capitalization U.S. companies.	**Fidelity VIP Extended Market Index Portfolio Initial Class**; Fidelity Management & Research Company LLC	0.13%	-18.13%	N/A	N/A

Investment Objective	**Fund**; Advisor (Subadvisor)	Current Expenses	Average Annual Total Returns (as of 12/31/22)		
			1 Year	5 Year	10 Year
Seeks as high a level of current income as is consistent with preservation of capital and liquidity.	**Fidelity® VIP Government Money Market Portfolio Initial Class**; Fidelity Management & Research Co., Inc.	0.24%	1.44%	1.08%	0.64%
Seeks to provide capital growth.	**Fidelity VIP Growth Opportunities Portfolio Initial Class**; Fidelity Management & Research Company LLC	0.63%	-38.15%	13.09%	15.09%
Seeks investment results that correspond to the total return of common stocks publicly traded in the United States, as represented by the S&P 500® Index.	**Fidelity VIP Index 500 Portfolio Initial Class**; Fidelity Management & Research Company LLC	0.10%	-18.21%	9.30%	12.45%
Seeks a high level of current income as is consistent with the preservation of capital.	**Fidelity VIP Investment Grade Bond Portfolio Initial Class**; Fidelity Management & Research Company LLC	0.40%	-12.96%	0.64%	1.53%
Seeks capital appreciation.	**Fidelity VIP Value Strategies Portfolio Initial Class**; Fidelity Management & Research Company LLC	0.64%	-7.03%	8.38%	10.22%
To maximize income while maintain prospects for capital appreciation.	**Franklin Income VIP Fund Class 1**; Franklin Advisers, Inc.	0.46%	-5.24%	4.56%	5.78%
Capital Appreciation. Its secondary goal is income.	**Franklin Mutual Shares VIP Fund Class 1**; Franklin Mutual Advisers, LLC	0.69%	-7.15%	3.42%	7.00%
Long-term capital appreciation. Preservation of capital, while not a goal, is also an important consideration.	**Franklin Rising Dividends VIP Fund Class 1**; Franklin Advisers, Inc.	0.65%[1]	-10.34%	10.31%	12.14%
Long-term total return.	**Franklin Small Cap Value VIP Fund Class 1**; Franklin Mutual Advisers, LLC	0.66%[1]	-9.82%	5.74%	9.36%
Long-term capital growth.	**Franklin Small-Mid Cap Growth VIP Fund Class 1**; Franklin Advisers, Inc.	0.66%[1]	-33.52%	7.34%	10.18%
High level of current income. A secondary goal is long-term capital	**Franklin Strategic Income VIP Fund Class 1**; Franklin	0.81%[1]	-10.46%	0.21%	1.56%

Investment Objective	**Fund**; Advisor (Subadvisor)	Current Expenses	Average Annual Total Returns (as of 12/31/22)		
			1 Year	5 Year	10 Year
appreciation.	Advisers, Inc.				
Seeks total return while seeking to provide volatility management.	**Goldman Sachs VIT Trend Driven Allocation Fund Institutional Shares**; Goldman Sachs Asset Management, L.P.	0.72%[1]	-19.00%	1.18%	N/A
Seeks long-term capital appreciation.	**Goldman Sachs VIT Large Cap Value Fund Institutional Shares**; Goldman Sachs Asset Management, L.P.	0.71%[1]	-6.37%	6.85%	9.40%
Seeks long-term capital appreciation.	**Goldman Sachs VIT Mid Cap Value Fund Institutional Shares**; Goldman Sachs Asset Management, L.P.	0.84%[1]	-9.99%	8.51%	10.02%
Seeks long-term capital appreciation.	**Goldman Sachs VIT Strategic Growth Fund Institutional Shares**; Goldman Sachs Asset Management, L.P.	0.84%[1]	-32.52%	9.16%	12.38%
Seeks capital appreciation.	**Invesco V.I. Discovery Mid Cap Growth Fund Series I**; Invesco Advisers, Inc.	0.86%	-30.98%	8.64%	11.83%
Seeks capital appreciation.	**Invesco Oppenheimer V.I. International Growth Fund Series I**; Invesco Advisers, Inc.	1.00%[1]	-27.13%	0.23%	4.21%
Seeks capital appreciation.	**Invesco V.I. Main Street Small Cap Fund® Series I**; Invesco Advisers, Inc.	0.87%	-15.83%	7.01%	10.88%
Long-term capital appreciation.	**Invesco V.I. American Value Fund Series I**; Invesco Advisers, Inc.	0.89%	-2.61%	6.59%	8.87%
Total return with a low to moderate correlation to traditional financial market indices.	**Invesco V.I. Balanced-Risk Allocation Fund Series I**; Invesco Advisers, Inc.	0.88%[1]	-14.35%	2.19%	3.54%
Long-term growth of capital.	**Invesco V.I. EQV International Equity Fund Series I**; Invesco Advisers, Inc.	0.91%	-18.31%	1.51%	4.41%
Seeks, over a specified annual outcome period, to provide investors with returns that match those of the Nasdaq 100 Index (the "Underlying Index") up to an	**Invesco® V.I. Nasdaq 100 Buffer Fund - September Series I**; Invesco Advisers, Inc.	0.71%[1]	-21.04%	N/A	N/A

Investment Objective	**Fund**; Advisor (Subadvisor)	Current Expenses	Average Annual Total Returns (as of 12/31/22)		
			1 Year	5 Year	10 Year
upside cap, while providing a buffer against the first 10% (prior to taking into account any fees and expenses of the fund) of Underlying Index losses.					
Seeks, over a specified annual outcome period, to provide investors with returns that match those of the Nasdaq 100 Index (the "Underlying Index") up to an upside cap, while providing a buffer against the first 10% (prior to taking into account any fees and expenses of the fund) of Underlying Index losses.	**Invesco® V.I. Nasdaq 100 Buffer Fund - December Series I**; Invesco Advisers, Inc.	0.71%[1]	N/A	N/A	N/A
Seeks, over a specified annual outcome period, to provide investors with returns that match those of the Nasdaq 100 Index (the "Underlying Index") up to an upside cap, while providing a buffer against the first 10% (prior to taking into account any fees and expenses of the fund) of Underlying Index losses.	**Invesco® V.I. Nasdaq 100 Buffer Fund - March Series I**; Invesco Advisers, Inc.	0.70%[1]	N/A	N/A	N/A
Seeks, over a specified annual outcome period, to provide investors with returns that match those of the Nasdaq 100 Index (the "Underlying Index") up to an upside cap, while providing a buffer against the first 10% (prior to taking into account any fees and expenses of the fund) of Underlying Index losses.	**Invesco® V.I. Nasdaq 100 Buffer Fund - June Series I**; Invesco Advisers, Inc.	0.70%[1]	N/A	N/A	N/A
Seeks, over a specified annual outcome period, to provide investors with returns that match those of the S&P 500 Index (the "Underlying Index") up to an upside cap, while providing a buffer against the first 10% (prior to taking into account any fees and expenses of the fund) of Underlying Index losses.	**Invesco® V.I. S&P 500 Buffer Fund - September Series I**; Invesco Advisers, Inc.	0.71%[1]	-9.53%	N/A	N/A

Investment Objective	**Fund**; Advisor (Subadvisor)	Current Expenses	Average Annual Total Returns (as of 12/31/22)		
			1 Year	5 Year	10 Year
Seeks, over a specified annual outcome period, to provide investors with returns that match those of the S&P 500 Index (the "Underlying Index") up to an upside cap, while providing a buffer against the first 10% (prior to taking into account any fees and expenses of the fund) of Underlying Index losses.	**Invesco® V.I. S&P 500 Buffer Fund - December Series I**; Invesco Advisers, Inc.	0.71%[1]	N/A	N/A	N/A
Seeks, over a specified annual outcome period, to provide investors with returns that match those of the S&P 500 Index (the "Underlying Index") up to an upside cap, while providing a buffer against the first 10% (prior to taking into account any fees and expenses of the fund) of Underlying Index losses.	**Invesco® V.I. S&P 500 Buffer Fund - March Series I**; Invesco Advisers, Inc.	0.70%[1]	N/A	N/A	N/A
Seeks, over a specified annual outcome period, to provide investors with returns that match those of the S&P 500 Index (the "Underlying Index") up to an upside cap, while providing a buffer against the first 10% (prior to taking into account any fees and expenses of the fund) of Underlying Index losses.	**Invesco® V.I. S&P 500 Buffer Fund - June Series I**[2]; Invesco Advisers, Inc.	0.70%[1]	N/A	N/A	N/A
Long-term growth of capital.	**Invesco V.I. Technology Fund Series I**; Invesco Advisers, Inc.	0.98%	-39.95%	6.31%	10.46%
Seeks long-term capital growth, consistent with preservation of capital and balanced by current income.	**Janus Henderson Balanced Portfolio Institutional Shares**; Janus Henderson Investors US LLC	0.62%	-16.40%	6.69%	8.43%
Seeks long-term growth of capital.	**Janus Henderson Enterprise Portfolio Institutional Shares**; Janus Henderson Investors US LLC	0.72%	-15.94%	9.62%	13.39%
Seeks to maximize total return by investing primarily in a diversified portfolio of intermediate- and long-	**LVIP JPMorgan Core Bond Fund Class 1** (formerly called JPMorgan Insurance Trust Core Bond Portfolio Class 1);	0.51%	-12.58%	0.13%	1.07%

Investment Objective	**Fund**; Advisor (Subadvisor)	Current Expenses	Average Annual Total Returns (as of 12/31/22)		
			1 Year	5 Year	10 Year
term debt securities.	Lincoln Investment Advisors Corporation.				
Seeks capital appreciation with the secondary goal of achieving current income by investing primarily in equity securities.	**LVIP JPMorgan Mid Cap Value Fund Class 1** (formerly called JPMorgan Insurance Trust Mid Cap Value Portfolio Class); Lincoln Investment Advisors Corporation.	0.73%	-8.16%	-6.00%	9.98%
Seeks capital appreciation.	**MFS New Discovery Series – Initial Class**; Massachusetts Financial Services Company	0.87%[1]	-29.76%	7.81%	9.99%
Seeks total return.	**MFS Utilities Series – Initial Class**; Massachusetts Financial Services Company	0.78%[1]	0.76%	9.00%	8.63%
Seeks capital appreciation.	**MFS Value Series – Initial Class**; Massachusetts Financial Services Company	0.69%[1]	-5.91%	7.35%	11.05%
Seeks capital appreciation.	**MFS International Growth Portfolio – Initial Class**; Massachusetts Financial Services Company	0.88%[1]	-14.95%	4.51%	6.29%
Seeks long-term growth of capital and low to moderate income, while giving consideration to certain environmental, social and governance ("ESG") criteria.	**Pacific Select Fund ESG Diversified Portfolio Class P**; Pacific Life Fund Advisors LLC	0.63%[1]	-16.43%	N/A	N/A
Seeks long-term growth of capital and low to moderate income, while giving consideration to certain environmental, social and governance ("ESG") criteria.	**Pacific Select Fund ESG Diversified Growth Portfolio Class P**; Pacific Life Fund Advisors LLC	0.60%[1]	-17.97	N/A	N/A
Seeks a high level of current income.	**Pacific Select Fund Floating Rate Income Portfolio Class P**; Pacific Life Fund Advisors LLC (Aristotle Pacific Capital, LLC)	0.72%	-1.35%	3.32%	N/A
Seeks to provide capital appreciation.	**Pacific Select Fund Hedged Equity Portfolio Class P**; Pacific Life Fund Advisors LLC (J.P. Morgan Investment Management Inc.)	0.70%[1]	-7.76%	N/A	N/A

Investment Objective	**Fund**; Advisor (Subadvisor)	**Current Expenses**	**Average Annual Total Returns (as of 12/31/22)**		
			1 Year	**5 Year**	**10 Year**
Seeks long-term growth of capital and low to moderate income.	**Pacific Select Fund PSF Avantis Balanced Allocation Portfolio Class P** *(formerly called PSF DFA Balanced Allocation Class P)*; Pacific Life Fund Advisors LLC	0.38%[1]	-14.78%	N/A	N/A
Seeks current income and moderate growth of capital.	**Pacific Select Fund Pacific Dynamix – Conservative Growth Portfolio Class P**; Pacific Life Fund Advisors LLC	0.39%[1]	-14.20%	N/A	N/A
Seeks moderately high, long-term growth of capital with low, current income.	**Pacific Select Fund Pacific Dynamix – Growth Portfolio Class P**; Pacific Life Fund Advisors LLC	0.39%[1]	-16.52%	N/A	N/A
Seeks long-term growth of capital and low to moderate income.	**Pacific Select Fund Pacific Dynamix – Moderate Growth Portfolio Class P**; Pacific Life Fund Advisors LLC	0.39%[1]	-15.52%	N/A	N/A
Seeks maximum total return, consistent with preservation of capital and prudent investment management.	**PIMCO Emerging Markets Bond Portfolio Institutional Class**; Pacific Investment Management Company, LLC	0.93%	-15.58%	-0.70%	1.12%
Seeks maximum total return, consistent with preservation of capital and prudent investment management.	**PIMCO Long-Term U.S. Government Portfolio Institutional Class**; Pacific Investment Management Company, LLC	1.45%	-28.77%	-2.39%	0.41%
Seeks maximum total return, consistent with preservation of capital and prudent investment management.	**PIMCO Low Duration Portfolio Institutional Class**; Pacific Investment Management Company, LLC	0.53%	-5.60%	0.23%	0.57%
Seeks maximum total return, consistent with preservation of capital and prudent investment management.	**PIMCO Total Return Portfolio Institutional Class**; Pacific Investment Management Company, LLC	0.54%	-14.17%	-0.03%	1.07%
Track the total return of the S&P 500 Index.	**Schwab S&P 500 Index Portfolio**; Charles Schwab Investment Management, Inc.	0.03%	-18.12%	9.39%	12.43%
Long-term capital growth.	**Templeton Foreign VIP Fund Class 1**; Templeton Investment	0.84%[1]	-7.39%	-1.73%	1.72%

Investment Objective	**Fund**; Advisor (Subadvisor)	Current Expenses	Average Annual Total Returns (as of 12/31/22)		
			1 Year	5 Year	10 Year
	Counsel, LLC				
High current income, consistent with preservation of capital. Capital appreciation is a secondary consideration.	**Templeton Global Bond VIP Fund Class 1**; Franklin Advisers, Inc.	0.52%[1]	-4.85%	-2.08%	-0.54%
Seeks capital appreciation.	**TOPS Aggressive Growth ETF Portfolio Class 1**; ValMark Advisers, Inc.	0.29%	-15.74%	5.12%	8.22%
Seeks income and capital appreciation.	**TOPS Balanced ETF Portfolio Class 1**; ValMark Advisers, Inc.	0.30%	-10.99%	3.18%	4.60%
Seeks to preserve capital and provide moderate income and moderate capital appreciation.	**TOPS Conservative ETF Portfolio Class 1**; ValMark Advisers, Inc.	0.33%	-8.60%	2.71%	3.19%
Seeks capital appreciation.	**TOPS Growth ETF Portfolio Class 1**; ValMark Advisers, Inc.	0.30%	-14.55%	4.57%	7.06%
Seeks to provide income and capital appreciation with less volatility than the fixed income and equity markets as a whole.	**TOPS Managed Risk Balanced ETF Portfolio Class 1**; ValMark Advisers, Inc.	0.51%	-11.75%	1.97%	3.36%
Seeks capital appreciation with less volatility than the equity markets as a whole.	**TOPS Managed Risk Growth ETF Portfolio Class 1**; ValMark Advisers, Inc.	0.49%	-13.45%	2.02%	4.03%
Seeks capital appreciation with less volatility than the equity markets as a whole.	**TOPS Managed Risk Moderate Growth ETF Portfolio Class 1**; ValMark Advisers, Inc.	0.50%	-13.22%	2.16%	3.97%
Seeks capital appreciation.	**TOPS Moderate Growth ETF Portfolio Class 1**; ValMark Advisers, Inc.	0.30%	-12.66%	4.03%	7.06%
Seeks to provide long-term capital growth. Income is a secondary objective.	**T. Rowe Price Blue Chip Growth Portfolio**; T. Rowe Price Associates, Inc.	1.00%[1]	-38.50%	5.16%	11.68%
Seeks a high level of dividend income and long-term capital growth primarily through investments in stocks.	**T. Rowe Price Equity Income Portfolio**; T. Rowe Price Associates, Inc.	0.74%[1]	-3.34%	7.03%	9.68%
Seeks long-term capital	**T. Rowe Price Health**	0.94%[1]	-12.47%	10.84%	15.64%

Investment Objective	**Fund**; Advisor (Subadvisor)	Current Expenses	Average Annual Total Returns (as of 12/31/22)		
			1 Year	5 Year	10 Year
appreciation.	**Sciences Portfolio**; T. Rowe Price Associates, Inc.				
Seeks to provide long-term capital appreciation and reasonable current income.	**Vanguard VIF Balanced Portfolio**; Wellington Management Company LLP	0.21%	-14.30%	5.96%	8.41%
Seeks to provide long-term capital appreciation.	**Vanguard VIF Capital Growth Portfolio**; PRIMECAP Management Company	0.34%	-15.48%	8.57%	13.75%
Seeks to provide current income and low to moderate capital appreciation.	**Vanguard VIF Conservative Allocation Portfolio**; The Vanguard Group, Inc.	0.13%	-14.90%	2.52%	4.52%
Seeks to provide long-term capital appreciation and income.	**Vanguard VIF Diversified Value Portfolio**; Barrow, Hanley, Mewhinney & Strauss, LLC	0.29%	-11.49%	8.08%	10.08%
Seeks to provide an above-average level of current income and reasonable long-term capital appreciation.	**Vanguard VIF Equity Income Portfolio**; Wellington Management Company LLP	0.30%	-0.66%	8.51%	11.58%
Seeks to track the performance of a benchmark index that measures the investment return of large-capitalization stocks.	**Vanguard VIF Equity Index Portfolio**; The Vanguard Group, Inc.	0.14%	-18.23%	9.27%	12.40%
Seeks to track the performance of a benchmark index that measures the investment return of the global, investment-grade, fixed income market.	**Vanguard VIF Global Bond Index Portfolio**; The Vanguard Group, Inc.	0.13%	-13.13%	-0.12%	N/A
Seeks to provide long-term capital appreciation.	**Vanguard VIF Growth Portfolio**; Wellington Management Company LLP	0.34%	-33.37%	8.55%	12.49%
Seeks to provide a high level of current income.	**Vanguard VIF High Yield Bond Portfolio**; Wellington Management Company LLP	0.25%	-9.23%	2.27%	3.64%
Seeks to track the performance of a benchmark index that measures the investment return of mid-capitalization stocks.	**Vanguard VIF Mid-Cap Index Portfolio**; The Vanguard Group, Inc.	0.17%	-18.82%	7.18%	10.95%

Investment Objective	**Fund**; Advisor (Subadvisor)	Current Expenses	Average Annual Total Returns (as of 12/31/22)		
			1 Year	5 Year	10 Year
Seeks to provide long-term capital appreciation.	**Vanguard VIF International Portfolio**; Ballie Gifford Overseas Ltd. and Schroder Investment Management North America Inc.	0.41%	-30.12%	4.45%	7.58%
Seeks to provide capital appreciation and a low to moderate level of current income.	**Vanguard VIF Moderate Allocation Portfolio**; The Vanguard Group, Inc.	0.12%	-15.93%	3.65%	6.14%
Seeks to provide a high level of income and moderate long-term capital appreciation by tracking the performance of a benchmark index that measures the performance of publicly traded equity REITs and other real estate-related investments.	**Vanguard VIF Real Estate Index Portfolio**; The Vanguard Group, Inc.	0.26%	-26.30%	3.69%	6.36%
Seeks to provide current income while maintaining limited price volatility.	**Vanguard VIF Short-Term Investment Grade Portfolio**; The Vanguard Group, Inc.	0.14%	-5.72%	1.10%	1.44%
Seeks to track the performance of a broad, market-weighted bond index.	**Vanguard VIF Total Bond Market Index Portfolio**; The Vanguard Group, Inc.	0.14%	-13.21%	-0.10%	0.92%
Seeks to track the performance of a benchmark index that measures the investment return of stocks issued by companies located in developed and emerging markets, excluding the United States.	**Vanguard VIF Total International Stock Market Index Portfolio**; The Vanguard Group, Inc.	0.11%	-16.01%	1.01%	N/A
Seeks to track the performance of a benchmark index that measures the investment return of the overall stock market.	**Vanguard VIF Total Stock Market Index Portfolio**; The Vanguard Group, Inc.	0.13%	-19.59%	8.55%	11.92%
Seeks to maximize total return, consistent with prudent investment management and liquidity needs, by investing to obtain a dollar-weighted average effective duration that is normally within 30% of the average duration of the domestic bond market as a whole.	**Western Asset Core Plus VIT Portfolio Class I**; Legg Mason Partners Fund Advisor, LLC	0.51%	-17.23%	-0.55%	1.71%

[1] To help limit Fund expenses, Fund advisers have contractually agreed to reduce investment advisory fees or otherwise reimburse certain of their Funds which reflect temporary fee reductions. There can be no assurance that Fund expense waivers or reimbursements will be extended beyond their current terms as outlined in each Fund

prospectus, and they may not cover certain expenses such as extraordinary expenses. **See each Fund prospectus for complete information regarding these arrangements.**

LIVING BENEFIT INVESTMENT ALLOCATION REQUIREMENTS

Investment Allocation Requirements

At initial purchase and during the entire time that you own an optional living benefit Rider, you must allocate your entire Contract Value the Investment Options we make available for these Riders. You may allocate your Contract Value 100% among the allowable Investment Options.

Currently, the allowable Investment Options are as follows:

Allowable Investment Options

American Funds IS Asset Allocation Fund
BlackRock 60/40 Target Allocation ETF V.I. Fund
BlackRock Global Allocation V.I. Fund
Invesco V.I. Balanced-Risk Allocation Fund
Janus Henderson Balanced Portfolio
Pacific Dynamix – Conservative Growth Portfolio
Pacific Dynamix – Moderate Growth Portfolio
PSF Avantis Balanced Allocation Portfolio
PSF ESG Diversified Portfolio
PSF Hedged Equity Portfolio
TOPS Balanced ETF Portfolio
TOPS Conservative ETF Portfolio
Vanguard VIF Balanced Portfolio
Vanguard VIF Conservative Allocation Portfolio

You may transfer your entire Contract Value between allowable Investment Options, subject to certain transfer limitations and availability. See **HOW YOUR PURCHASE PAYMENTS ARE ALLOCATED – Transfers and Market-timing Restrictions**. Keep in mind that you must allocate your *entire* Contract Value *among* the allowable Investment Options. If you do not allocate your *entire* Purchase Payment or Contract Value according to the requirements above, your rider may terminate.

By adding an optional living benefit Rider to your Contract, you agree to the above referenced investment allocation requirements for the entire period that you own a Rider. These requirements may limit the number of Investment Options that are otherwise available to you under your Contract.

We reserve the right to add or remove allowable asset allocation programs or allowable Investment Options at any time. We may make such a change due to a fund reorganization, fund liquidation, and fund substitution, to help protect our ability to provide the guarantees under these riders (for example, changes in an underlying fund's investment objective and principal investment strategies, or changes in general market conditions). If you already invested in an allowable Investment Option, a change to an existing allowable Investment Option will not require you to reallocate or transfer the total amount of Contract Value allocated to an affected Investment Option, except when an underlying fund is liquidated by a determination of its Board of Directors or by a fund substitution. If a change is required as a result of a fund liquidation or fund substitution that will result in a reallocation or transfer of an existing Investment Option, we will provide you with reasonable notice (generally 90 calendar days) prior to the effective date of such change to allow you to reallocate your Contract Value to maintain your rider benefits. If you do not reallocate your Contract Value your rider will terminate.

We will send you written notice in the event any transaction made by you will involuntarily cause the rider to terminate for failure to invest according to the investment allocation requirements. However, you will have 10 Business Days starting from the date of our written notice ("10 day period"), to instruct us to take appropriate corrective action to continue participation in an allowable asset allocation program or allowable Investment Options to continue the rider. If you take appropriate corrective action and continue the rider, the rider benefits and features available immediately before the terminating event will remain in effect.

Our right to add or remove allowable Investment Options, may limit the number of Investment Options that are available to you under your Contract in the future. We have the right to significantly reduce the number of allowable Investment Options even to a single conservative Investment Option. Please discuss with your financial professional if this Contract is appropriate for you given our right to make changes to the allowable Investment Options.

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

The allowable Investment Options seek to minimize risk and may reduce overall volatility in investment performance, which may reduce investment returns, and may reduce the likelihood that we will be required to provide benefits under the optional benefit Rider. The reduction in volatility permits us to more effectively provide the guarantees under the Contract.

APPENDIX: PORTFOLIO INCOME PROTECTOR (SINGLE AND JOINT) SAMPLE CALCULATIONS

The examples provided are based on certain hypothetical assumptions and are for example purposes only. Where Contract Value is reflected, the examples do not assume any specific return percentage. The examples have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. There may be minor differences in the calculations due to rounding. These examples are not intended to serve as projections of future investment returns nor are they a reflection of how your Contract will actually perform.

The examples may not reflect the current Annual Credit Percentage or the current Withdrawal Percentages. The Annual Credit Percentage and Withdrawal Percentages are disclosed in a Rate Sheet Prospectus Supplement applicable to your Contract.

The examples apply to Portfolio Income Protector (Single) and (Joint) unless otherwise noted below.

Example #1 – Setting of Initial Values.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 65 years old.
- No advisory fee withdrawals are taken.

	Purchase Payment	Withdrawal	Contract Value	Annual Credit	Protected Payment Base	Protected Payment Amount
Rider Effective Date	$100,000		$100,000	$0	$100,000	$5,000

On the Rider Effective Date, the initial values are set as follows:

- Annual Credit = $0
- Protected Payment Base = Initial Purchase Payment = $100,000
- Protected Payment Amount = 5% of Protected Payment Base = $5,000

Example #2 – Subsequent Purchase Payment.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 65 years old.
- A subsequent Purchase Payment of $25,000 is received during Contract Year 1.
- No withdrawals taken, including advisory fee withdrawals.
- Annual Credit Percentage of 7%
- Protected Payment Amount = 5% of Protected Payment Base.
- Each Contract Anniversary referenced in the table represents the first calendar day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Annual Credit	Protected Payment Base	Protected Payment Amount
Rider Effective Date	$100,000		$100,000	$0	$100,000	$5,000
Activity	$25,000		$125,000	$0	$125,000	$6,250

	Purchase Payment	Withdrawal	Contract Value	Annual Credit	Protected Payment Base	Protected Payment Amount
Year 2 Contract Anniversary			$130,000	$8,750	$133,750	$6,688

Immediately after the $25,000 subsequent Purchase Payment during Contract Year 1, the Protected Payment Base, is increased by the Purchase Payment amount to $125,000 ($100,000 + $25,000). The Protected Payment Amount after the Purchase Payment is equal to $6,250 (5% of the Protected Payment Base after the Purchase Payment).

Since no withdrawal occurred prior to Year 2 Contract Anniversary, an annual credit of $8,750 (7% of total Purchase Payments) is applied to the Protected Payment Base, increasing it to $133,750. On Year 2 Contract Anniversary, the Protected Payment Base (after the Annual Credit) is higher than the Contract Value, so no automatic reset occurs. The Protected Payment Amount on that Contract Anniversary is equal to $6,688 (5% of the Protected Payment Base on that Contract Anniversary).

In addition to Purchase Payments, the Contract Value is further subject to increases and/or decreases during each Contract Year as a result of charges, fees and other deductions, and increases and/or decreases in the investment performance of the Variable Account.

Example #3 – Withdrawal Not Exceeding Protected Payment Amount.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 65 years old.
- A subsequent Purchase Payment of $25,000 is received during Contract Year 1.
- A withdrawal equal to or less than the Protected Payment Amount is taken during Contract Year 2.
- All withdrawals for advisory fees are less than 1.50% of the Contract Value and are not treated as a withdrawal under the rider.
- Annual Credit Percentage of 7%.
- Protected Payment Amount = 5% of Protected Payment Base.
- Automatic Resets at Beginning of Contract Years 4 and 5.
- Each Contract Anniversary referenced in the table represents the first calendar day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Advisory Fee Withdrawals	Contract Value	Annual Credit	Protected Payment Base	Protected Payment Amount
Rider Effective Date	$100,000			$100,000	$0	$100,000	$5,000
Activity	$25,000		$1,000	$124,000	$0	$125,000	$6,250
Year 2 Contract Anniversary				$130,000	$8,750	$133,750	$6,688
Activity		$4,000	$1,250	$128,000		$133,750	$2,688
Year 3 Contract Anniversary				$130,000	N/A	$133,750	$6,688
Activity			$1,275	$134,500	N/A	$133,750	$6,688
Year 4 Contract Anniversary	(Prior to Automatic Reset)			$145,000	N/A	$133,750	$6,688
Year 4 Contract Anniversary	(After Automatic Reset)			$145,000	N/A	$145,000	$7,250
Activity		$7,250	$1,375	$142,000		$145,000	$0
Year 5 Contract Anniversary	(Prior to Automatic Reset)			$150,000	N/A	$145,000	$7,250
Year 5 Contract Anniversary	(After Automatic Reset)			$150,000	N/A	$150,000	$7,500

For an explanation of the Protected Payment Base and Protected Payment values and activities at the start of and during Contract Year 1, refer to **Examples #1** and **#2**.

The advisory fee withdrawal in **Contract Year 1** reduces the Contract Value by the amount of the withdrawal, but it does not terminate the Annual Credit, reduce the Protected Payment Base, reduce the Protected Payment Amount, or establish the Withdrawal Percentage for future Protected Payment Amounts.

As the $4,000 withdrawal during **Contract Year 2** did not exceed the Protected Payment Amount immediately prior to the withdrawal ($6,688):

- the Protected Payment Base remains unchanged; and
- due to the $4,000 withdrawal, the Annual Credit will no longer apply.

The advisory fee withdrawal in **Contract Year 2** reduces the Contract Value but does not reduce the Protected Payment Base or the Protected Payment Amount.

At Year 3 Contract Anniversary, since the Contract Value ($130,000) is less than the Protected Payment Base ($133,750), no Automatic Reset occurs. The Protected Payment Amount will be $6,688 (5% of the Protected Payment Base).

The advisory fee withdrawal in **Contract Year 3** reduces the Contract Value but does not reduce the Protected Payment Base or the Protected Payment Amount.

At Year 4 Contract Anniversary, the Protected Payment Base ($133,750) was less than the Contract Value ($145,000) on that Contract Anniversary (see **balances at Year 4 Contract Anniversary – Prior to Automatic Reset**), an Automatic Reset occurred which resets the Protected Payment Base to an amount equal to 100% of the Contract Value (see **balances at Year 4 Contract Anniversary – After Automatic Reset**). The Protected Payment Amount is equal to $7,250 (5% of the reset Protected Payment Base).

As the $7,250 withdrawal during **Contract Year 4** did not exceed the Protected Payment Amount immediately prior to the withdrawal ($7,250) the Protected Payment Base remains unchanged.

The advisory fee withdrawal during Contract Year 4 reduces the Contract Value but does not reduce the Protected Payment Base or the Protected Payment Amount.

At Year 5 Contract Anniversary, the Protected Payment Base was less than the Contract Value on that Contract Anniversary (see **balances at Year 5 Contract Anniversary – Prior to Automatic Reset**), an Automatic Reset occurred which resets the Protected Payment Base to an amount equal to 100% of the Contract Value (see **balances at Year 5 Contract Anniversary – After Automatic Reset**). The Protected Payment Amount is equal to $7,500 (5% of the reset Protected Payment Base).

Example #4 – Withdrawal Exceeding Protected Payment Amount (Including any applicable taxes).

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 65 years old.
- A subsequent Purchase Payment of $25,000 is received during Contract Year 1.
- A withdrawal greater than the Protected Payment Amount is taken during Contract Year 2.
- All withdrawals for advisory fees are less than 1.50% of the Contract Value and are not treated as a withdrawal under the rider.
- Annual Credit Percentage of 7%.
- Protected Payment Amount = 5% of Protected Payment Base.
- Contract Value immediately before withdrawal = $130,000.
- Automatic Reset at Beginning of Contract Year 4.
- Each Contract Anniversary referenced in the table represents the first calendar day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Advisory Fee Withdrawals	Contract Value	Annual Credit	Protected Payment Base	Protected Payment Amount
Rider Effective Date	$100,000			$100,000	$0	$100,000	$5,000
Activity	$25,000		$1,000	$124,000	$0	$125,000	$6,250
Year 2 Contract Anniversary				$130,000	$8,750	$133,750	$6,688

	Purchase Payment	Withdrawal	Advisory Fee Withdrawals	Contract Value	Annual Credit	Protected Payment Base	Protected Payment Amount
Activity		$10,000	$1,250	$118,750 (after withdrawal)	N/A	$130,152	$0
Year 3 Contract Anniversary				$115,000	N/A	$130,152	$6,508
Activity			$1,275	$120,000	N/A	$130,152	$6,508
Year 4 Contract Anniversary	(Prior to Automatic Reset)			$135,000	N/A	$130,152	$6,508
Year 4 Contract Anniversary	(After Automatic Reset)			$135,000	N/A	$135,000	$6,750

For an explanation of the Protected Payment Base and Protected Payment values and activities at the start of and during Contract Year 1, refer to **Examples #1** and **#2**.

The advisory fee withdrawal in **Contract Year 1** reduces the Contract Value by the amount of the withdrawal, but it does not terminate the Annual Credit, reduce the Protected Payment Base, reduce the Protected Payment Amount, or establish the Withdrawal Percentage for future Protected Payment Amounts.

A withdrawal of $10,000 as the gross amount is requested during **Contract Year 2**. The gross amount of a withdrawal is used to determine compliance with the rider. If a withdrawal is requested as a net amount, any applicable taxes would be calculated in excess of the net amount and therefore could further reduce the guarantees under the rider. To determine the gross amount in the described scenario the net amount can be divided by (1 – tax percentage withheld).

- $6,500 ÷ (1 - .35) = $10,000 (Gross Amount)

Because the $10,000 withdrawal during **Contract Year 2** exceeds the Protected Payment Amount immediately prior to the withdrawal ($10,000 > $6,688), the Protected Payment Base immediately after the withdrawal is reduced. Due to this withdrawal, the Annual Credit is no longer applicable.

The Values shown below are based on the following assumptions immediately before the excess withdrawal:

- Contract Value = $130,000
- Protected Payment Base = $133,750
- Protected Payment Amount = $6,688 (5% × Protected Payment Base; 5% × $133,750 = $6,688)
- No withdrawals, except the advisory fee withdrawal, were taken prior to the excess withdrawal

A withdrawal of $10,000 was taken, which exceeds the Protected Payment Amount of $6,688 for the Contract Year. The Protected Payment Base will be reduced based on the following calculation:

First, determine the excess withdrawal amount. The excess withdrawal amount is the total withdrawal amount less the Protected Payment Amount. Numerically, the excess withdrawal amount is $3,312 (total withdrawal amount – Protected Payment Amount; $10,000 – $6,688 = $3,312).

Second, determine the ratio for the proportionate reduction. The ratio is the excess withdrawal amount determined above divided by (Contract Value – Protected Payment Amount). The Contract Value prior to the withdrawal was $130,000, which equals the $120,000 after the withdrawal plus the $10,000 withdrawal amount. Numerically, the ratio is 2.69% ($3,312 ÷ ($130,000 – $6,688); $3,312 ÷ $123,312 = 0.0269 or 2.69%).

Third, determine the new Protected Payment Base. The Protected Payment Base will be reduced on a proportionate basis. The Protected Payment Base is multiplied by 1 less the ratio determined above. Numerically, the new Protected Payment Base is $130,152 (Protected Payment Base × (1 – ratio); $133,750 × (1 – 2.69%); $133,750 × 97.31% = $130,152).

The Protected Payment Amount immediately after the withdrawal is equal to $0 (5% of the Protected Payment Base after the withdrawal (5% of $130,152 = $6,508), less cumulative withdrawals during that Contract Year ($10,000), but not less than zero). Since a withdrawal occurred, the Annual Credit will no longer apply.

The advisory fee withdrawal in Contract Year 2 reduces the Contract Value but does not reduce the Protected Payment Base or the Protected Payment Amount.

At Year 3 Contract Anniversary, since the Contract Value ($115,000) is less than the Protected Payment Base ($130,152), no Automatic Reset occurs. The advisory fee withdrawal reduces the Contract Value but does not reduce the Protected Payment Base or the Protected Payment Amount.

At Year 4 Contract Anniversary, the Protected Payment Base ($130,152) was less than the Contract Value ($135,000) on that Contract Anniversary (**see balances at Year 4 Contract Anniversary – Prior to Automatic Reset**), an automatic reset occurred which resets the Protected Payment Base to an amount equal to 100% of the Contract Value (**see balances at Year 4 Contract Anniversary – After Automatic Reset**). The Protected Payment Amount is equal to $6,750 (5% of the reset Protected Payment Base).

Example #5 – Early Withdrawal (Including any applicable taxes).

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 56 years old.
- A subsequent Purchase Payment of $25,000 is received during Contract Year 1.
- Annual Credit Percentage of 7%.
- A withdrawal greater than the Protected Payment Amount is taken during Contract Year 3.
- All withdrawals for advisory fees are less than 1.50% of the Contract Value and are not treated as a withdrawal under the rider.
- Contract Value immediately before withdrawal = $115,000.
- Automatic Reset at Beginning of Contract Year 6.
- Each Contract Anniversary referenced in the table represents the first calendar day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Advisory Fee Withdrawals	Contract Value	Annual Credit	Protected Payment Base	Protected Payment Amount
Rider Effective Date	$100,000			$100,000	$0	$100,000	$0
Activity	$25,000		$1,000	$124,000	$0	$125,000	$0
Year 2 Contract Anniversary				$130,000	$8,750	$133,750	$0
Activity			$1,250	$123,000	N/A	$133,750	$0
Year 3 Contract Anniversary				$115,000	$8,750	$142,500	$0
Activity		$10,000	$1,000	$103,900 (after withdrawal)	N/A	$130,103	$0
Year 4 Contract Anniversary				$101,000	N/A	$130,103	$0
Activity (Designated Life reaches age 59½)			$1,100	$98,000	N/A	$130,103	$6,505
Year 5 Contract Anniversary				$114,000	N/A	$130,103	$6,505
Activity			$1,200	$121,500	N/A	$130,103	$6,505
Year 6 Contract Anniversary	(Prior to Automatic Reset)			$132,000	N/A	$130,103	$6,505
Year 6 Contract Anniversary	(After to Automatic Reset)			$132,000	N/A	$132,000	$6,600

For an explanation of the Protected Payment Base and Protected Payment values and activities at the start of and during Contract Year 1 and 2, refer to **Examples #1** and **#2.**

The advisory fee withdrawal in **Contract Year 1** reduces the Contract Value by the amount of the withdrawal, but it does not terminate the Annual Credit, reduce the Protected Payment Base, reduce the Protected Payment Amount, or establish the Withdrawal Percentage for future Protected Payment Amounts.

The advisory fee withdrawal in Contract Year 2 reduces the Contract Value but does not reduce the Protected Payment Base or the Protected Payment Amount.

At Year 3 Contract Anniversary, since the Contract Value ($115,000) is less than the Protected Payment Base ($133,750) plus the Annual Credit ($8,750), no Automatic Reset occurs. The Protected Payment Amount is $0 (0% of the Protected Payment Base) since the Designated Life has not reached 59½ years of age.

Because the $10,000 withdrawal during Contract Year 3 exceeds the Protected Payment Amount ($0) immediately prior to the withdrawal, the Protected Payment Base immediately after the withdrawal will be reduced based on the following calculation:

> First, determine the early withdrawal amount. The early withdrawal amount is the total withdrawal amount of $10,000.
>
> Second, determine the reduction percentage by dividing the early withdrawal amount by the Contract Value prior to the withdrawal: $10,000 ÷ $115,000 = 0.0870 or 8.70%.
>
> Third, determine the new Protected Payment Base by reducing the Protected Payment Base immediately prior to the withdrawal by the lesser of (a) the total withdrawal amount ($10,000) ($142,500 - $10,000 = $132,500) or (b) the reduction percentage ($142,500 × 8.70%) = $12,397; $142,500 - $12,397 = $130,103. Since $130,103 is less than $132,500, the new Protected Payment Base is $130,103.

The advisory fee withdrawal in **Contract Year 3** reduces the Contract Value but does not reduce the Protected Payment Base or the Protected Payment Amount.

At Year 4 Contract Anniversary, since the Contract Value ($101,000) is less than the Protected Payment Base ($130,103), no Automatic Reset occurs. During Year 4, the Designated Life reaches age 59½ and a new Protected Payment Amount will be calculated. The Protected Payment Amount is 5% of the Protected Payment Base ($130,103) which results in a Protected Payment Amount of $6,505.

The advisory fee withdrawal in **Contract Year 4** reduces the Contract Value but does not reduce the Protected Payment Base or the Protected Payment Amount.

At Year 5 Contract Anniversary, since the Contract Value ($114,000) is less than the Protected Payment Base ($130,103), no Automatic Reset occurs. The advisory fee withdrawal reduces the Contract Value but does not reduce the Protected Payment Base or the Protected Payment Amount.

At Year 6 Contract Anniversary, since the Contract Value ($132,000) is greater than the Protected Payment Base ($130,103) on that Contract Anniversary, an Automatic Reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**compare balances at Year 6 Contract Anniversary – Prior to and After Automatic Reset**). The Protected Payment Amount is set to $6,600 (5% × $132,000).

Example #6 – RMD Withdrawals.

This is an example of the effect of cumulative RMD Withdrawals during the Contract Year that exceed the Protected Payment Amount established for that Contract Year and its effect on the Protected Payment Base. The Annual RMD Amount is based on the entire interest of your Contract as of the previous year-end. There are no calculations for the Annual Credit since the example has withdrawals occurring immediately. This example assumes that no advisory fee withdrawals are taken.

This table assumes quarterly withdrawals of only the Annual RMD Amount during the Contract Year. The calculated Annual RMD amount for the Calendar Year is $7,500 and the Contract Anniversary is December 20 of each year. The assumed withdrawal rate is 5%.

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount
12/20/2020 Contract Anniversary				$100,000	$5,000
01/01/2021			$7,500		
03/15/2021	$1,875			$100,000	$3,125
6/15/2021	$1,875			$100,000	$1,250
9/15/2021	$1,875			$100,000	$0
12/15/2021	$1,875			$100,000	$0
12/20/2021 Contract Anniversary				$100,000	$5,000
01/01/2022			$8,000		

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount
03/15/2022	$2,000			$100,000	$3,000

Because all withdrawals during the Contract Year (12/20/20 through 12/19/21) were RMD Withdrawals, there is no adjustment to the Protected Payment Base for exceeding the Protected Payment Amount. In addition, each contract year the Protected Payment Amount is reduced by the amount of each withdrawal until the Protected Payment Amount is zero. Since the RMD Amount for 2022 increases to $8,000, the quarterly withdrawals of the RMD Amount increase to $2,000, as shown by the RMD Withdrawal on March 15, 2022.

This chart assumes quarterly withdrawals of the Annual RMD Amount and other non-RMD Withdrawals during the Contract Year. The calculated Annual RMD Amount and Contract Anniversary are the same as above. The assumed withdrawal rate is 5%.

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount
12/20/2020 Contract Anniversary				$100,000	$5,000
01/01/2021			$7,500		
03/15/2021	$1,875			$100,000	$3,125
06/15/2021	$1,875			$100,000	$1,250
08/01/2021		$4,000		$96,900	$0

On 3/15/21 and 6/15/21 there were RMD Withdrawals of $1,875 that reduced the Protected Payment Amount by the amount of the withdrawals. On 8/1/21 a non-RMD Withdrawal of $4,000 caused the cumulative withdrawals during the Contract Year ($7,750) to exceed the Protected Payment Amount ($5,000). As the withdrawal exceeded the Protected Payment Amount immediately prior to the withdrawal ($1,250), and assuming the Contract Value was $90,000 immediately prior to the withdrawal, the Protected Payment Base is reduced to $96,900.

The Values shown below are based on the following assumptions immediately before the excess withdrawal:

- Contract Value = $90,000
- Protected Payment Base = $100,000
- Protected Payment Amount = $1,250

A withdrawal of $4,000 was taken, which exceeds the Protected Payment Amount of $1,250. The Protected Payment Base will be reduced based on the following calculation:

First, determine the excess withdrawal amount. The excess withdrawal amount is the total withdrawal amount less the Protected Payment Amount. Numerically, the excess withdrawal amount is $2,750 (total withdrawal amount – Protected Payment Amount; $4,000 – $1,250 = $2,750).

Second, determine the ratio for the proportionate reduction. The ratio is the excess withdrawal amount determined above divided by (Contract Value – Protected Payment Amount); the calculation is based on the Contract Value and the Protected Payment Amount values immediately before the excess withdrawal. Numerically, the ratio is 3.10% ($2,750 ÷ ($90,000 – $1,250); $2,750 ÷ $88,750 = 0.0310 or 3.10%).

Third, determine the new Protected Payment Base. The Protected Payment Base will be reduced on a proportionate basis. The Protected Payment Base is multiplied by 1 less the ratio determined above. Numerically, the new Protected Payment Base is $96,900 (Protected Payment Base × (1 – ratio); $100,000 × (1 – 3.10%); $100,000 × 96.90% = $96,900).

Example #7 – Higher Age Band Reached Due to an Automatic Reset.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 64 years old.

- No subsequent Purchase Payments are received.
- Automatic Resets at Contract Years 2 and 7.
- Withdrawals, are taken each Contract Year:
  - Equal 4% of the Protected Payment Base in Contract Year 1 (age 64)
  - Equal 5% of the Protected Payment Base in Contract Years 2-6 (age 65-69)
  - Equal 6% of the Protected Payment Base in Contract Years 7-22 (age 70-85)
- No advisory fee withdrawals are taken.

Contract Year	Withdrawal	End of Year Contract Value	Protected Payment Base	Protected Payment Amount
1	$4,000	$99,000	$100,000	$4,000
Year 2 Contract Anniversary	(Before Automatic Reset)	$102,000	$100,000	$4,000
Year 2 Contract Anniversary	(After Automatic Reset)	$102,000	$102,000	$5,100
3	$5,100	$96,909	$102,000	$5,100
4	$5,100	$97,816	$102,000	$5,100
5	$5,100	$99,691	$102,000	$5,100
6	$5,100	$98,648	$102,000	$5,100
Year 7 Contract Anniversary	(Before Automatic Reset)	$105,000	$102,000	$5,100
Year 7 Contract Anniversary	(After Automatic Reset)	$105,000	$105,000	$6,300
8	$6,300	$97,650	$105,000	$6,300
9	$6,300	$96,875	$105,000	$6,300
10	$6,300	$94,078	$105,000	$6,300
11	$6,300	$98,805	$105,000	$6,300
12	$6,300	$95,478	$105,000	$6,300
13	$6,300	$92,096	$105,000	$6,300
14	$6,300	$88,660	$105,000	$6,300
15	$6,300	$89,168	$105,000	$6,300
16	$6,300	$91,619	$105,000	$6,300
17	$6,300	$92,013	$105,000	$6,300
18	$6,300	$91,349	$105,000	$6,300
19	$6,300	$89,626	$105,000	$6,300
20	$6,300	$86,844	$105,000	$6,300
21	$6,300	$82,002	$105,000	$6,300
22	$6,300	$80,099	$105,000	$6,300

On the Rider Effective Date, the initial values are set as follows:

- Protected Payment Base = Initial Purchase Payment = $100,000
- Protected Payment Amount = 4% of Protected Payment Base = $4,000

At Year 2 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary **(see balances at Year 2 Contract Anniversary – Before Automatic Reset)**, an Automatic Reset occurred which increased the Protected Payment Base to an amount equal to 100% of the Contract Value **(see balances at Year 2 Contract Anniversary – After Automatic**

Reset). Since the Designated Life is 65 years of age when the Automatic Reset occurred, the Protected Payment Amount equals $5,100 (5% of the Protected Payment Base).

At Year 7 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary **(see balances at Year 7 Contract Anniversary – Before Automatic Reset)**, an Automatic Reset occurred which increased the Protected Payment Base to an amount equal to 100% of the Contract Value **(see balances at Year 7 Contract Anniversary – After Automatic Reset)**. Since the Designated Life is now 70 years of age when the Automatic Reset occurred, the Protected Payment Amount equals $6,300 (6% of the Protected Payment Base).

Example #8 – Lifetime Income.

This example applies to the Portfolio Income Protector (Single) only.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 65 years old.
- No subsequent Purchase Payments are received.
- Withdrawals of 5% of the Protected Payment Base are taken each Contract Year.
- No advisory fee withdrawals are taken.
- No Automatic Reset is assumed during the life of the Rider.
- Annual Credit does not apply.
- Contract Value goes to zero during Contract Year 21.
- Death occurs during Contract Year 27 after the $5,000 withdrawal was made.

Contract Year	Withdrawal	End of Year Contract Value	Protected Payment Base	Protected Payment Amount
1	$5,000	$95,900	$100,000	$5,000
2	$5,000	$91,739	$100,000	$5,000
3	$5,000	$87,515	$100,000	$5,000
4	$5,000	$83,227	$100,000	$5,000
5	$5,000	$78,876	$100,000	$5,000
6	$5,000	$74,459	$100,000	$5,000
7	$5,000	$69,976	$100,000	$5,000
8	$5,000	$65,425	$100,000	$5,000
9	$5,000	$60,807	$100,000	$5,000
10	$5,000	$56,119	$100,000	$5,000
11	$5,000	$51,361	$100,000	$5,000
12	$5,000	$46,531	$100,000	$5,000
13	$5,000	$41,629	$100,000	$5,000
14	$5,000	$36,653	$100,000	$5,000
15	$5,000	$31,603	$100,000	$5,000
16	$5,000	$26,477	$100,000	$5,000
17	$5,000	$21,274	$100,000	$5,000
18	$5,000	$15,994	$100,000	$5,000

Contract Year	Withdrawal	End of Year Contract Value	Protected Payment Base	Protected Payment Amount
19	$5,000	$10,633	$100,000	$5,000
20	$5,000	$5,193	$100,000	$5,000
21	$5,000	$0	$100,000	$5,000
22	$5,000	$0	$100,000	$5,000
23	$5,000	$0	$100,000	$5,000
24	$5,000	$0	$100,000	$5,000
25	$5,000	$0	$100,000	$5,000
26	$5,000	$0	$100,000	$5,000
27	$5,000	$0	$100,000	$5,000

On the Rider Effective Date, the initial values are set as follows:

- Protected Payment Base = Initial Purchase Payment = $100,000
- Protected Payment Amount = 5% of Protected Payment Base = $5,000

Because the amount of each withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal ($5,000), the Protected Payment Base remains unchanged.

During Contract Year 21, the Contract Value is reduced to zero after the Protected Payment Amount of $5,000 is withdrawn. Withdrawals of the Protected Payment Amount ($5,000) will continue to be paid each year (even if Contract Value is zero) until the date of death of the Designated Life or when a death benefit becomes payable under the Contract.

Example #9 – Lifetime Income.

This example applies to the Portfolio Income Protector (Joint) only.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 65 years old.
- No subsequent Purchase Payments are received.
- Withdrawals of 5% of the Protected Payment Base are taken each Contract Year.
- No advisory fee withdrawals are taken.
- No Automatic Reset is assumed during the life of the Rider.
- Annual Credit does not apply.
- All Designated Lives remain eligible for lifetime income benefits while the Rider is in effect.
- Surviving Spouse continued Contract upon death of the first Designated Life.
- Contract Value goes to zero during Contract Year 21.
- Surviving Spouse dies during Contract Year 27 after the $5,000 withdrawal was made.

Contract Year	Withdrawal	End of Year Contract Value	Protected Payment Base	Protected Payment Amount
1	$5,000	$95,900	$100,000	$5,000
2	$5,000	$91,739	$100,000	$5,000
3	$5,000	$87,515	$100,000	$5,000

Contract Year	Withdrawal	End of Year Contract Value	Protected Payment Base	Protected Payment Amount
4	$5,000	$83,227	$100,000	$5,000
5	$5,000	$78,876	$100,000	$5,000
6	$5,000	$74,459	$100,000	$5,000
7	$5,000	$69,976	$100,000	$5,000
8	$5,000	$65,425	$100,000	$5,000
9	$5,000	$60,807	$100,000	$5,000
10	$5,000	$56,119	$100,000	$5,000
11	$5,000	$51,361	$100,000	$5,000
12	$5,000	$46,531	$100,000	$5,000
13	$5,000	$41,629	$100,000	$5,000
Activity (Death of first Designated Life) 14	$5,000	$36,653	$100,000	$5,000
15	$5,000	$31,603	$100,000	$5,000
16	$5,000	$26,477	$100,000	$5,000
17	$5,000	$21,274	$100,000	$5,000
18	$5,000	$15,994	$100,000	$5,000
19	$5,000	$10,633	$100,000	$5,000
20	$5,000	$5,193	$100,000	$5,000
21	$5,000	$0	$100,000	$5,000
22	$5,000	$0	$100,000	$5,000
23	$5,000	$0	$100,000	$5,000
24	$5,000	$0	$100,000	$5,000
25	$5,000	$0	$100,000	$5,000
26	$5,000	$0	$100,000	$5,000
27	$5,000	$0	$100,000	$5,000

On the Rider Effective Date, the initial values are set as follows:

- Protected Payment Base = Initial Purchase Payment = $100,000
- Protected Payment Amount = 5% of Protected Payment Base = $5,000

Because the amount of each withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal ($5,000), the Protected Payment Base remains unchanged.

During Contract Year 14, the death of the first Designated Life occurred. Withdrawals of the Protected Payment Amount (5% of the Protected Payment Base) will continue to be paid each year.

If there was a change in Owner, Beneficiary or marital status prior to the death of the first Designated Life that results in the surviving Designated Life (spouse) to become ineligible for lifetime income benefits, then the lifetime income benefits under the Rider would not continue for the surviving Designated Life and the Rider would terminate upon the death of the first Designated Life.

During Contract Year 21, the Contract Value is reduced to zero after the Protected Payment Amount of $5,000 is withdrawn. Withdrawals of the Protected Payment Amount ($5,000) will continue to be paid each year (even if Contract Value is zero) until the date of death of the surviving Designated Life or when a death benefit becomes payable under the Contract.

APPENDIX: RETURN OF INVESTMENT (ROI) DEATH BENEFIT SAMPLE CALCULATIONS

The examples provided are based on certain hypothetical assumptions and are for example purposes only. Where Contract Value is reflected, the examples do not assume any specific return percentage. They have been provided to assist in understanding the death benefit amount provided under the optional Return of Investment (ROI) Death Benefit (Return of Investment (ROI) Death Benefit II for Contracts issued in California) and to demonstrate how Purchase Payments and withdrawals made from the Contract may affect the values and benefits. There may be minor differences in the calculations due to rounding. **These examples are not intended to reflect what your actual death benefit proceeds will be or serve as projections of future investment returns nor are they a reflection of how your Contract will actually perform.**

Under the base Contract (no optional death benefit riders selected), the Death Benefit Amount is equal to the Contract Value.

THE EXAMPLES BELOW ASSUME NO OWNER CHANGE OR AN OWNER CHANGE TO THE PREVIOUS OWNER'S SPOUSE AND ASSUMES WITHDRAWALS MADE FOR ADVISORY FEES; THESE EXAMPLES APPLY TO CONTRACTS ISSUED IN CALIFORNIA AND ALL OTHER STATES WHERE THIS CONTRACT IS SOLD.

Return of Investment (ROI) Death Benefit *(Return of Investment (ROI) Death Benefit II for Contracts issued in California)*

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- A subsequent Purchase Payment of $25,000 is received in Contract Year 3.
- A withdrawal of $36,000 is taken during Contract Year 6 which includes a withdrawal of $1,000 for advisory fees that did not exceed 1.5% of the Contract Value in a calendar year.
- A withdrawal of $10,000 is taken during Contract Year 11.
- A withdrawal of $2,000 for advisory fees is taken during Contract Year 13 and a portion of the withdrawal did exceed 1.5% of the Contract Value in a calendar year (Excess Advisory Fee).

Beginning of Contract Year	Purchase Payments Received	Withdrawal Amount	Contract Value[1]	Total Adjusted Purchase Payments[1]
1	$100,000		$100,000	$100,000
2			$103,000	$100,000
3			$106,090	$100,000
Activity	$25,000		$133,468	$125,000
4			$134,458	$125,000
5			$138,492	$125,000
6			$142,647	$125,000
Activity		$36,000	$108,844	$94,800
7			$111,666	$94,800
8			$103,850	$94,800
9			$96,580	$94,800
10			$89,820	$94,800
11			$83,530	$94,800
Activity		$10,000	$73,530	$83,453
12			$68,383	$83,453
13			$63,596	$83,453
Activity		$2,000	$61,596	$82,085

Beginning of Contract Year	Purchase Payments Received	Withdrawal Amount	Contract Value[1]	Total Adjusted Purchase Payments[1]
14 Death Occurs			$59,144	$82,085

[1]The greater of the Contract Value or the Total Adjusted Purchase Payments represents the Death Benefit Amount.

On the Rider Effective Date, the initial values are set as follows:

- Total Adjusted Purchase Payment = Initial Purchase Payment = $100,000
- Contract Value = Initial Purchase Payment = $100,000

During Contract Year 3, an additional Purchase Payment of $25,000 was made. The Total Adjusted Purchase Payment amount increased to $125,000. The Contract Value increased to $133,468.

During Contract Year 6, a withdrawal of $36,000 (which included $1,000 for investment advisory fees) was made. This withdrawal reduced the Total Adjusted Purchase Payment amount on a pro rata basis to $94,800 and decreased the Contract Value to $108,844. Numerically, the new Total Adjusted Purchase Payment amount is calculated as follows:

> First, determine the Pro Rata Reduction. The percentage is the withdrawal amount divided by the Contract Value prior to the withdrawal ($144,844, which equals the $108,844 Contract Value after the withdrawal plus the $35,000 withdrawal amount). Numerically, the percentage is 24.16% ($35,000 ÷ $144,844 = 0.2416 or 24.16%). Since the $1,000 advisory fee withdrawn is less than 1.5% of the Contract Value, the $1,000 is not treated as a withdrawal for purposes of the Pro Rata Reduction calculation.
>
> Second, determine the new Total Adjusted Purchase Payment amount. The Total Adjusted Purchase Payment amount prior to the withdrawal is multiplied by 1 less the Pro Rata Reduction determined above. Numerically, the new Total Adjusted Purchase Payment amount is $94,800 (Total Adjusted Purchase Payment amount prior to the withdrawal × (1 − Pro Rata Reduction); $125,000 × (1 − 24.16%); $125,000 × 75.84% = $94,800).

During Contract Year 11, a withdrawal of $10,000 was made which did not include a withdrawal for any advisory fees. This withdrawal reduced the Total Adjusted Purchase Payment amount on a pro rata basis to $83,453 and decreased the Contract Value to $73,530. Numerically, the new Total Adjusted Purchase Payment amount is calculated as follows:

> First, determine the Pro Rata Reduction. The percentage is the withdrawal amount divided by the Contract Value prior to the withdrawal ($83,530, which equals the $73,530 Contract Value after the withdrawal plus the $10,000 withdrawal amount). Numerically, the percentage is 11.97% ($10,000 ÷ $83,530 = 0.1197 or 11.97%).
>
> Second, determine the new Total Adjusted Purchase Payment amount. The Total Adjusted Purchase Payment amount prior to the withdrawal is multiplied by 1 less the Pro Rata Reduction determined above. Numerically, the new Total Adjusted Purchase Payment amount is $83,453 (Total Adjusted Purchase Payment prior to the withdrawal × (1 − Pro Rata Reduction); $94,800 × (1 − 11.97%); $94,800 × 88.03% = $83,453).

During Contract Year 13, a withdrawal of $2,000 was requested by the Owner to pay investment advisory fees. 1.5% of the Contract Value before the withdrawal is $954 (Contract Value of $63,596 x 1.5% = $954). The withdrawal amount for advisory fees in excess of the allowed 1.5% is $1,046 ($2,000 - $954 = $1,046) (Excess Advisory Fee). The amount in excess of the 1.5% ($1,046) will reduce the Total Adjusted Purchase Payment amount on a pro rata basis to $82,085 which is more than the actual amount of the Excess Advisory Fee withdrawn. Numerically, the new Total Adjusted Purchase Payment amount is calculated as follows:

> First, determine the Pro Rata Reduction. The percentage is the withdrawal amount greater than 1.5% ($1,046) divided by the Contract Value prior to the withdrawal ($63,596, which equals the $61,596 Contract Value after the withdrawal plus the $2,000 withdrawal amount). Numerically, the percentage is 1.64% ($1,046 ÷ $63,596 = 0.0164 or 1.64%).
>
> Second, determine the new Total Adjusted Purchase Payment amount. The Total Adjusted Purchase Payment amount prior to the withdrawal is multiplied by 1 less the Pro Rata Reduction determined above. Numerically, the new Total Adjusted Purchase Payment amount is $82,085 (Total Adjusted Purchase Payment prior to the withdrawal × (1 − Pro Rata Reduction); $83,453 × (1 − 1.64%); $83,453 × 98.36% = $82,085).

During Contract Year 14, death occurs. The Death Benefit Amount under the Return of Investment (ROI) Death Benefit will be the Total Adjusted Purchase Payments ($82,085) because that amount is greater than the Contract Value ($59,144).

Using the table above, if death occurred in Contract Year 7, the Death Benefit Amount under the Return of Investment (ROI) Death Benefit would be the Contract Value ($111,666) because that amount is greater than the Total Adjusted Purchase Payment of $94,800.

THE EXAMPLES BELOW ASSUME OWNER CHANGE TO SOMEONE OTHER THAN PREVIOUS OWNER'S SPOUSE, TO A TRUST OR NON-NATURAL ENTITY WHERE THE OWNER AND ANNUITANT ARE NOT THE SAME PERSON PRIOR TO THE CHANGE OR IF AN OWNER IS ADDED THAT IS NOT A SPOUSE OF THE OWNER; NO ASSUMPTIONS FOR ADVISORY FEE WITHDRAWALS. THESE EXAMPLES DO NOT APPLY TO CONTRACTS ISSUED IN CALIFORNIA; THEY DO APPLY TO ALL OTHER STATES WHERE THIS CONTRACT IS SOLD.

Return of Investment (ROI) Death Benefit

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- A subsequent Purchase Payment of $25,000 is received in Contract Year 3.
- A withdrawal of $35,000 is taken during Contract Year 6.
- Owner change to someone other than previous Owner's Spouse during Contract Year 8.
- A withdrawal of $10,000 is taken during Contract Year 11.
- No withdrawals for Advisory Fees are taken.

Beginning of Contract Year	Purchase Payments Received	Withdrawal Amount	Contract Value[1]	Total Adjusted Purchase Payments[1]
1	$100,000		$100,000	$100,000
2			$103,000	$100,000
3			$106,090	$100,000
Activity	$25,000		$133,468	$125,000
4			$134,458	$125,000
5			$138,492	$125,000
6			$142,647	$125,000
Activity		$35,000	$110,844	$95,000
7			$111,666	$95,000
8			$103,850	$95,000
Owner Change			$100,735	$95,000
9			$96,580	$95,000
10			$89,820	$95,000
11			$83,530	$95,000
Activity		$10,000	$73,530	$83,629
12			$68,383	$83,629
13			$63,596	$83,629
14 Death Occurs			$59,144	$83,629

[1]The greater of the Contract Value or the Total Adjusted Purchase Payments represents the Death Benefit Amount.

On the Rider Effective Date, the initial values are set as follows:

- Total Adjusted Purchase Payment = Initial Purchase Payment = $100,000
- Contract Value = Initial Purchase Payment = $100,000

During Contract Year 3, an additional Purchase Payment of $25,000 was made. The Total Adjusted Purchase Payment amount increased to $125,000. The Contract Value increased to $133,468.

During Contract Year 6, a withdrawal of $35,000 was made. This withdrawal reduced the Total Adjusted Purchase Payment amount on a pro rata basis to $95,000 and decreased the Contract Value to $110,844. Numerically, the new Total Adjusted Purchase Payment amount is calculated as follows:

> First, determine the Pro Rata Reduction. The percentage is the withdrawal amount divided by the Contract Value prior to the withdrawal ($145,844, which equals the $110,844 Contract Value after the withdrawal plus the $35,000 withdrawal amount). Numerically, the percentage is 24.00% ($35,000 ÷ $145,844 = 0.2400 or 24.00%).
>
> Second, determine the new Total Adjusted Purchase Payment amount. The Total Adjusted Purchase Payment amount prior to the withdrawal is multiplied by 1 less the Pro Rata Reduction determined above. Numerically, the new Total Adjusted Purchase Payment amount is $95,000 (Total Adjusted Purchase Payment amount prior to the withdrawal × (1 − Pro Rata Reduction); $125,000 × (1 − 24.00%); $125,000 × 76.00% = $95,000).

During Contract Year 8, an Owner change to someone other than the previous Owner's spouse occurred. The Total Adjusted Purchase Payments on the effective date of the Owner change (the "Change Date") will be reset to equal the lesser of the Contract Value as of the Change Date or the Total Adjusted Purchase Payments as of the Change Date. Numerically, the Total Adjusted Purchase Payments amount will be $95,000 since the Total Adjusted Purchase Payments as of the Change Date ($95,000) is less than the Contract Value as of the Change Date ($100,735).

After the Change Date, the Total Adjusted Purchase Payments will be increased by any Purchase Payments made after the Change Date and will be reduced by any Pro Rata Reduction for withdrawals made after the Change Date.

During Contract Year 11, a withdrawal of $10,000 was made. This withdrawal reduced the Total Adjusted Purchase Payments amount on a pro rata basis to $83,629 and decreased the Contract Value to $73,530. Numerically, the new Total Adjusted Purchase Payments amount is calculated as follows:

> First, determine the Pro Rata Reduction. The percentage is the withdrawal amount divided by the Contract Value prior to the withdrawal ($83,530, which equals the $73,530 Contract Value after the withdrawal plus the $10,000 withdrawal amount). Numerically, the percentage is 11.97% ($10,000 ÷ $83,530 = 0.1197 or 11.97%).
>
> Second, determine the new Total Adjusted Purchase Payments amount. The Total Adjusted Purchase Payments amount prior to the withdrawal is multiplied by 1 less the Pro Rata Reduction determined above. Numerically, the new Total Adjusted Purchase Payments amount is $83,629 (Total Adjusted Purchase Payments amount prior to the withdrawal x (1 - Pro Rata Reduction); $95,000 x (1 - 11.97%); $95,000 x 88.03% = $83,629).

During Contract Year 14, death occurs. The Death Benefit Amount under the Return of Investment (ROI) Death Benefit will be the Total Adjusted Purchase Payments ($83,629) because that amount is greater than the Contract Value ($59,144).

Using the table above, if death occurred in Contract Year 7, the Death Benefit Amount under the Return of Investment (ROI) Death Benefit would be the Contract Value ($111,666) because that amount is greater than the Total Adjusted Purchase Payment of $95,000.

APPENDIX: HISTORICAL RIDER PERCENTAGES

This appendix provides historical rider percentages for the Portfolio Income Protector (Single and Joint) Riders.

The percentages below apply for applications signed between **May 1, 2021 and April 30, 2022**, that met the requirements in effect at the time the application was submitted.

Rider Name	Annual Charge Percentage	Annual Credit Percentage
Portfolio Income Protector (Single)	1.25%	5.0%
Portfolio Income Protector (Joint)	1.35%	5.0%

The percentages below apply for applications signed between **May 1, 2021 and April 30, 2022**, that met the requirements in effect at the time the application was submitted.

Age*	Portfolio Income Protector (Single)	Portfolio Income Protector (Joint)
Before 59½	0%	0%
59½	4.00%	3.50%
60	4.00%	3.50%
61	4.00%	3.50%

Age*	Portfolio Income Protector (Single)	Portfolio Income Protector (Joint)
62	4.00%	3.50%
63	4.00%	3.50%
64	4.00%	3.50%
65	4.25%	3.75%
66	4.25%	3.75%
67	4.25%	3.75%
68	4.25%	3.75%
69	4.25%	3.75%
70	4.25%	3.75%
71	4.25%	3.75%
72	4.25%	3.75%
73	4.25%	3.75%
74	4.25%	3.75%
75	4.50%	4.00%
76	4.50%	4.00%
77	4.50%	4.00%
78	4.50%	4.00%
79	4.50%	4.00%
80	4.50%	4.00%
81	4.50%	4.00%
82	4.50%	4.00%
83	4.50%	4.00%
84	4.50%	4.00%
85 and older	4.50%	4.00%

The percentages below apply for applications signed between **May 1, 2022 and June 30, 2022**, that met the requirements in effect at the time the application was submitted.

Rider Name	Annual Charge Percentage	Annual Credit Percentage
Portfolio Income Protector (Single)	1.25%	5.0%
Portfolio Income Protector (Joint)	1.35%	5.0%

The percentages below apply for applications signed between **May 1, 2022 and June 30, 2022**, that met the requirements in effect at the time the application was submitted.

Age*	Portfolio Income Protector (Single)	Portfolio Income Protector (Joint)
Before 59½	0%	0%
59½	4.25%	3.75%
60	4.25%	3.75%
61	4.25%	3.75%
62	4.25%	3.75%

63	4.25%	3.75%
64	4.25%	3.75%
65	4.5%	4.0%
66	4.5%	4.0%
67	4.5%	4.0%
68	4.5%	4.0%
69	4.5%	4.0%
70	4.5%	4.0%
71	4.5%	4.0%
72	4.5%	4.0%
73	4.5%	4.0%
74	4.5%	4.0%
75	4.75%	4.25%
76	4.75%	4.25%
77	4.75%	4.25%
78	4.75%	4.25%
79	4.75%	4.25%
80	4.75%	4.25%
81	4.75%	4.25%
82	4.75%	4.25%
83	4.75%	4.25%
84	4.75%	4.25%
85 and older	4.75%	4.25%

The percentages below apply for applications signed between **July 1, 2022 and , 2022**, that met the requirements in effect at the time the application was submitted.

Rider Name	Annual Charge Percentage	Annual Credit Percentage
Portfolio Income Protector (Single)	1.25%	5.0%
Portfolio Income Protector (Joint)	1.35%	5.0%

The percentages below apply for applications signed between **July 1, 2022 and, 2022**, that met the requirements in effect at the time the application was submitted.

Age*	Portfolio Income Protector (Single)	Portfolio Income Protector (Joint)
Before 59½	0%	0%
59½	4.75%	4.25%
60	4.75%	4.25%
61	4.75%	4.25%
62	4.75%	4.25%
63	4.75%	4.25%
64	4.75%	4.25%
65	5.00%	4.50%
66	5.00%	4.50%
67	5.00%	4.50%
68	5.00%	4.50%

69	5.00%	4.50%
70	5.00%	4.50%
71	5.00%	4.50%
72	5.00%	4.50%
73	5.00%	4.50%
74	5.00%	4.50%
75	5.25%	4.75%
76	5.25%	4.75%
77	5.25%	4.75%
78	5.25%	4.75%
79	5.25%	4.75%
80	5.25%	4.75%
81	5.25%	4.75%
82	5.25%	4.75%
83	5.25%	4.75%
84	5.25%	4.75%
85 and older	5.25%	4.75%

* The Age range that applies is based on the age of the Designated Life (Single) or the youngest Designated Life (Joint) at the time of the first withdrawal after age 59½ or the first withdrawal after an Automatic Reset occurs.

The percentages below apply for applications signed between **November 1, 2022 and January 31, 2023**, that met the requirements in effect at the time the application was submitted.

Rider Name	Annual Charge Percentage	Annual Credit Percentage
Portfolio Income Protector (Single)	1.25%	5.0%
Portfolio Income Protector (Joint)	1.35%	5.0%

The percentages below apply for applications signed between **November 1, 2022 and January 31, 2023**, that met the requirements in effect at the time the application was submitted.

Age*	Portfolio Income Protector (Single)	Portfolio Income Protector (Joint)
Before 59½	0%	0%
59½	5.25%	4.75%
60	5.25%	4.75%
61	5.25%	4.75%
62	5.25%	4.75%
63	5.25%	4.75%
64	5.25%	4.75%
65	5.50%	5.00%
66	5.50%	5.00%
67	5.50%	5.00%
68	5.50%	5.00%
69	5.50%	5.00%
70	5.50%	5.00%
71	5.50%	5.00%
72	5.50%	5.00%

73	5.50%	5.00%
74	5.50%	5.00%
75	5.75%	5.25%
76	5.75%	5.25%
77	5.75%	5.25%
78	5.75%	5.25%
79	5.75%	5.25%
80	5.75%	5.25%
81	5.75%	5.25%
82	5.75%	5.25%
83	5.75%	5.25%
84	5.75%	5.25%
85 and older	5.75%	5.25%

The percentages below apply for applications signed between **February 1, 2023 and April 30, 2023**, that met the requirements in effect at the time the application was submitted.

The percentages below apply for applications signed between **February 1, 2023 and April 30, 2022**, that met the requirements in effect at the time the application was submitted.

If you purchased a Rider, review the Rider specifications page you received for your Contract, speak with your financial professional, or call us to confirm the percentages applicable to you.

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WHERE TO GO FOR MORE INFORMATION

You will find additional information about this variable annuity contract and Separate Account A in the Statement of Additional Information (SAI) dated May 1, 2023.

The SAI has been filed with the SEC and is considered to be part of this Prospectus because it is incorporated by reference. Reports and other information about Separate Account A are available on the SEC website at http://www.sec.gov, and copies of this information may be obtained, upon payment of a duplicating fee, by electronic request at the following email address: publicinfo@sec.gov.

You can get a copy of the SAI at no charge by visiting our website, calling or writing to us, or by contacting the SEC. The SEC may charge you a fee for this information.

The Pacific Advisory Variable Annuity variable annuity Contract is offered by Pacific Life Insurance Company, 700 Newport Center Drive. P.O. Box 9000, Newport Beach, California 92660.

If you have any questions about the Contract, please ask your financial professional or contact us.

How to Contact Us

Call or write our Service Center at:

Pacific Life Insurance Company
P.O. Box 2378
Omaha, Nebraska 68103-2378

Contract Owners: (800) 722-4448
Financial Professionals: (833) 953-1863
6 a.m. through 5 p.m. Pacific time

Send Purchase Payments, other payments and application forms to our Service Center at the following address:

By mail
Pacific Life Insurance Company
P.O. Box 2290
Omaha, Nebraska 68103-2290

By overnight delivery service
Pacific Life Insurance Company
6750 Mercy Road, RSD
Omaha, Nebraska 68106

FINRA Public Disclosure Program

The Financial Industry Regulatory Authority (FINRA) provides investor protection education through its website and printed materials. The FINRA regulation website address is www.finra.org. An investor brochure that includes information describing the BrokerCheck program may be obtained from FINRA. The FINRA BrokerCheck hotline number is (800) 289-9999. FINRA does not charge a fee for the BrokerCheck program services.

EDGAR Contract No. C000222235

Pacific Life Insurance Company
Mailing address:
P.O. Box 2378
Omaha, NE 68103-2378

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