

PACIFIC PROTECTIVE GROWTH

Pacific Protective Growth is a registered index-linked annuity contract that offers interest-crediting options for pursuing growth while providing a level of protection against the amount of loss you can incur.

Why a Registered Index-Linked Annuity?

You might consider a registered index-linked annuity if you:

- Want market-like growth for your long-term retirement savings without investing directly in the market.
- Are willing to accept some limits on growth in exchange for some protection against negative index returns.
- Are interested in securing lifetime income and being able to leave a legacy through a beneficiary benefit.

Why Pacific Life's Registered Index-Linked Annuity?

Pacific Life is a mutual holding company, owned by contract owners and policyholders, so we can take a long-term view without needing to answer to shareholders. We are a leader in the life insurance and retirement industry and are proud of our nearly 160-year legacy of strength, stability, and helping to meet client needs with products like Pacific Protective Growth, which offers:

- Customizable growth potential through a fixed account or index-linked options.
- A choice of protection options that help limit or eliminate exposure to loss.
- No explicit fees¹ (withdrawal charges may apply).
- Income Guard, an optional benefit available for an additional cost that provides guarantees and helps grow future lifetime income.

A beneficiary benefit is referred to as a death benefit in the prospectus.

The indexes are unmanaged and not available for direct investment. The index performance does not include the reinvestment of dividends. Not all indexes, protection options, and terms are available on every crediting strategy.

All guarantees are subject to the claims-paying ability and financial strength of the issuing insurance company.

¹Explicit fees are generally base contract fees related to administration and mortality & expense risk. These fees are not charged on the product but instead are factored into crediting strategy rates. Other expenses and adjustments may apply, such as a withdrawal charge, market value adjustment, and interim value adjustment.

INVESTMENT AND INSURANCE PRODUCTS ARE:

- **NOT FDIC INSURED • NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY**
- **NOT A DEPOSIT OR OTHER OBLIGATION OF, OR GUARANTEED BY, THE BANK OR ANY OF ITS AFFILIATES • SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED**

Growth Opportunities

Index-linked options tie growth to the market by combining indexes with crediting strategies that determine interest based on the movement of the index. Interest, if any, is credited at the end of a term. The index options are:

**S&P 500®
Index**



**Invesco
QQQ ETF**



**iShares® Russell
2000 ETF**



**MSCI EAFE®
Index**



**First Trust Growth
Strength™ Net Fee Index**



The crediting strategy options are:

Cap Rate

**Annual Lock
with Cap Rate**

Dual Direction

**Tiered
Participation Rate
with Cap Rate**

Performance Mix

A **Fixed Account option** also is available that grows at a fixed rate of interest set by Pacific Life. Interest is credited daily over a one-year period.¹

Work with your financial professional to help determine the growth opportunities that support your retirement goals and to review current rates.

Downside Protection

The levels of protection available depend on the crediting strategy or strategies you choose.

A **buffer** protects your investment against negative index returns up to a certain percentage. Any negative index returns that exceed the buffer percentage will reduce your index-linked option value. A buffer is available on all crediting strategies. Choose **10%**, **15%**, **20%**, or **100%** depending on your crediting strategy, index, and term choices.

Performance Lock

The Performance Lock feature lets you lock in the value of a crediting strategy between the start and end of a term. After lock-in, you earn a fixed rate of interest on that value, called the “interim value,” until the next contract anniversary. You can do this only once during a term and only after the first 60 days of the term. With Performance Lock, you could potentially lock in a value that, along with interest credited, exceeds what the crediting strategy rates would have provided at the end of the term. However, there is no guarantee the locked-in value will prove favorable. After lock-in, the crediting strategy’s rates and loss protection will no longer apply.²

Investment Restrictions

There are no investment restrictions when you purchase Pacific Protective Growth. Investment restrictions do apply if you elect the Income Guard optional benefit and/or choose not to renew the market value adjustment (MVA).³

Purchase Payment

\$25,000 minimum

Maximum Issue Age/ Annuitization Age

Maximum Issue Age: 85

Maximum Annuitization Age: 110

¹On the Fixed Account option, the initial rate is declared at contract issue and guaranteed for one year. A renewal interest rate will be declared on each contract anniversary. The renewal interest rate will never be lower than the minimum guaranteed interest rate stated in the contract. Pacific Life determines, at its discretion, declared and renewal interest rates in excess of the minimum guaranteed in the contract.

²If the Performance Lock feature is elected, there will be no interest or protection of the buffer to mitigate any loss at the end of that term. If Performance Lock is used to lock in an interim value that is lower than the investment base on the term start date, a loss could be locked in. Contact us at our Service Center to obtain interim value(s) for any allocated index-linked option. However, Pacific Life has no ability to determine the interim value that will be locked in prior to the performance lock request. Once Performance Lock is exercised, it cannot be changed and the locked-in amount cannot be transferred to a new crediting strategy until the next contract anniversary. The interim value and annual lock value used with the Annual Lock with Cap Rate crediting strategy are separate and distinct values. The Performance Lock feature locks in the interim value, which may be less than the current Annual Lock value at the time the Performance Lock feature is exercised, even if the index is performing positively.

³The initial 6-year market value adjustment must be renewed if you want to renew or invest in a new 6-year crediting strategy at the end of any future 6-year term. We may change these restrictions in the future. If you elect Income Guard, please see the current prospectus for the available interest-crediting options.

Access to Your Money

You can withdraw up to 10% of your total purchase payments without charges in each contract year during the withdrawal charge schedule. Amounts withdrawn during that period that are greater than 10% will be subject to both a withdrawal charge and a market value adjustment (MVA).

Withdrawal charges and the MVA are waived in the following circumstances: You are diagnosed with a terminal illness¹ or confined to a nursing home;² you pass away; you annuitize or take required minimum distributions (RMDs);³ and for allowable withdrawal amounts under the Income Guard benefit, if elected.

Withdrawal Charge Schedule

“Age” of Each Purchase Payment (in Contract Years)

	1	2	3	4	5	6	7
Charge per Withdrawal	7%	7%	6%	5%	4%	3%	0%

Market Value Adjustment (MVA)

MVA is a positive or negative adjustment to amounts withdrawn that exceed the 10% free withdrawal amount during any MVA term. An MVA term runs in 6-year increments, reflects changes in market interest rates, and automatically applies during the first six contract years. Upon the end of an MVA term, you may renew the MVA. If you do not, only 1-, 2-, and 3-year crediting strategy terms will be available going forward. For more information about the MVA, please see the prospectus.

Protected Lifetime Income Options

Income Guard is an optional benefit that’s available for an additional cost of **1.50%**. It is designed to grow your future income, protect it from down markets, and ensure it lasts your lifetime.⁴ If Income Guard is elected, initial and renewal crediting strategy rates will typically be equal to the rates for those who do not elect Income Guard. However, your initial and renewal crediting strategy rates may be lower.

You also can receive protected income for life based on your contract value if you annuitize your contract.

Standard Beneficiary Benefits⁵

- A return-of-purchase-payment beneficiary benefit is included up to age 80 (based on the issue age of the oldest owner or annuitant). If you are age 81–85 at time of issue, it’s available for an additional cost of **0.30%**.
- A beneficiary benefit that is equal to the annuity contract value is included for those ages 81–85 when the annuity is issued.

IMPORTANT DISCLOSURES: Withdrawals will be taken proportionately from all interest-crediting options in which you are invested, including the Fixed Account. When transactions occur, including withdrawals under the Income Guard benefit, during the term of one or more crediting strategies, the use of the interim value could result in a greater loss or lower gain than the crediting strategy would provide at the end of the term and downside protection options would not apply. This means that there could be significantly less money available under your contract for withdrawals, annuitization, and the beneficiary benefit. Partial withdrawals or full withdrawals (a “surrender”) that cause the interim value to be recalculated could result in the loss of principal and previous interest credits, which could be as high as 100%. The maximum loss would occur if there is a total distribution from crediting strategies during the term at a time when the index price has declined to zero. To avoid the use of the interim value for withdrawals, you can schedule withdrawals to coincide with term end dates and after the expiration of the withdrawal charge period and MVA.

¹After the first contract anniversary, charges are waived for withdrawals if the owner is diagnosed, on or after the contract issue date, with a defined medical condition that indicates a life expectancy of 12 months or fewer (subject to state availability and variations).

²Charges are waived for withdrawals after 90 days from the contract issue date if the owner is confined to an accredited nursing home for 30 days or longer and was not confined on the contract issue date. See the prospectus for additional information.

³RMD withdrawals will not incur withdrawal charges or MVA if you are enrolled in the Pacific Life RMD program. If there is any change to the Internal Revenue Code or regulations related to RMDs, Pacific Life reserves the right to modify or eliminate the RMD withdrawals, but only to the extent necessary to comply with the change to the rules.

⁴All withdrawals under Income Guard reduce the contract value in the same manner as any other withdrawal. Withdrawals taken under Income Guard that exceed maximum annual withdrawal limits may reduce the benefit by an amount greater than the value withdrawn. Withdrawals that occur before you begin income under the benefit may reduce the benefits provided by Income Guard, perhaps significantly, and/or could terminate the benefit. Withdrawals taken under the benefit also may reduce benefits provided by the optional beneficiary benefit. Additionally, withdrawals taken and rider charges assessed under Income Guard from the index-linked options will be subject to an interim value calculation if taken before the end of a term. Taking a withdrawal before age 59½ or a withdrawal that is greater than the annual withdrawal amount may result in tax penalties, a permanent reduction in Income Guard benefits, the failure to receive lifetime withdrawals under the benefit, or termination of the benefit. Given the risks of a potentially negative adjustment, you should discuss with your financial professional if purchasing Income Guard is appropriate for you. Income Guard must be purchased at the time Pacific Protective Growth is purchased. We may stop offering Income Guard at any time. Once Income Guard is elected, it cannot be voluntarily terminated.

⁵The optional beneficiary benefit for those ages 81–85 when the contract is issued is only available for purchase at contract issue and may not be voluntarily terminated. The charges for this benefit will reduce the contract value and will be deducted on each contract anniversary. The portion of the charge deducted from the index-linked options will reduce the investment base in the same manner as a withdrawal, and if assessed on a contract anniversary prior to the term end date, will be subject to an interim value calculation. If the beneficiary benefit is paid before the end of a term, any portion of the contract value allocated to the index-linked options will be based on interim values. Pacific Life may stop offering the optional beneficiary benefit at any time. A beneficiary benefit is referred to as a death benefit in the prospectus.

IMPORTANT DISCLOSURES: Annuities are long-term contracts designed for retirement. Annuity withdrawals and other distributions of taxable amounts, including beneficiary benefit payouts, will be subject to ordinary income tax. For nonqualified contracts, an additional 3.8% federal tax may apply on net investment income. If withdrawals and other distributions are taken prior to age 59½, an additional 10% federal income tax may apply. A withdrawal charge and a market value adjustment (MVA) also may apply. Withdrawals will reduce the contract value and the value of the beneficiary benefit, and also may reduce the value of any optional benefits.

In the absence of an owner making an election prior to the end of an index term, any contract value in an expiring index term for an index-linked option will remain in its current allocation for the next index term if the index-linked option is available and the market value adjustment (MVA) term is renewed as applicable. If we do not receive transfer instructions prior to the end of an expiring 1, 2, or 3-year term, index-linked options will remain in their current allocations for the next term if the index-linked option is available. If the same 1, 2, or 3-year option is not available then those funds would be transferred to the fixed account. If the same 6-year option is not available, the value in an expiring 6-year term will be transferred to the corresponding 1-year term with the same index, crediting strategy and protection level. If a corresponding 1-year term is not available for that index-linked option, the index-linked option value will be transferred to the fixed account. For all index terms, the new term is subject to the crediting strategy rates declared for that term, which may be different than the crediting strategy rates in the expiring term. For current and historical crediting strategy rates, please contact your financial professional or visit PacifiLifeRates.com. An investment in a crediting strategy is subject to risks, including the possible loss of all or a significant portion of your principal investment and any credited contract earnings. This loss could be greater if you take a withdrawal or surrender your contract due to the imposition of withdrawal charges, a market value adjustment, if applicable, and possible negative tax consequences.

The crediting strategy or protection level are not applied until the end of the term. Before the end of a term, if the contract is surrendered or annuitized, a withdrawal is taken, an optional rider charge is assessed, or if the death benefit is paid, the transaction will reduce the interim value of the investment in that crediting option and could result in the loss of principal and previously credited contract earnings. Such losses could be as high as 100%. The interim value is the amount in the crediting option that is available for transactions that occur during the term, including full surrenders, withdrawals, free withdrawal amounts, and pre-authorized withdrawals, optional charges, guaranteed withdrawal amounts under the guaranteed lifetime withdrawal benefit, death benefit payments, and annuitization. The interim value could be less than the investment in the crediting strategy option even if the index is performing positively.

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All individuals selling this product must be licensed insurance agents.

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The home office for Pacific Life Insurance Company is located in Omaha, Nebraska.

Contract Form Series: 10-1900

Rider Series: 20-1132, 20-1409, 20-1901, 20-1903, 20-1905, 20-1911, 20-1912, 20-1902, 20-1925

State variations to contract form series and rider series may apply.

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