

# 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 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 through a fixed account or index-linked options.
- A choice of protection options that help limit exposure to loss.
- No explicit fees¹ (withdrawal charges may apply).
- Income Guard, an optional benefit available for an additional cost that provides guarantees and grows 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.

Explicit 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 withdrawal charge, market value adjustment, and interim value adjustment.

## 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® Invesco iShares® Russell MSCI EAFE® First Trust Growth Index QQQ ETF 2000 ETF Index Strength™ Net Fee Index

The crediting strategy options are:

Cap Rate Dual Performance Performance Tiered
Direction Mix Triggered Participation Rate

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.<sup>1</sup>

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(ies) 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 contract value. A buffer is available on all crediting strategies. You can choose **10%**, **15%**, or **20%** depending on your crediting strategy and term choices.

A **floor** defines the maximum percentage of loss you can experience during a down market. Any negative index returns that exceed the floor percentage are absorbed by Pacific Life. On certain crediting strategies, you can choose a floor of **-10**%.

#### 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.<sup>2</sup>

## **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).<sup>3</sup>

## Purchase Payment

\$25,000 minimum

Maximum Issue Age/ Annuitization Age Maximum Issue Age: 85

Maximum Annuitization Age: 110

On 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.

24-90A 2 of 4

<sup>&</sup>lt;sup>2</sup>If the performance lock feature is elected, there will be no interest credit or protection of the buffer or floor 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.

<sup>&</sup>lt;sup>3</sup>The 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 illness<sup>1</sup> or confined to a nursing home;<sup>2</sup> you pass away; you annuitize or take required minimum distributions (RMDs);<sup>3</sup> 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. A 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 a MVA term, you may renew the MVA. If you do not, only 1-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.<sup>4</sup> 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 annuity value if you annuitize your contract.

## Standard Beneficiary Benefits<sup>5</sup>

- A return-of-purchase-payment beneficiary benefit is included up to age 80 (based on the 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 age 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.

24-90A 3 of 4

After 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).

<sup>&</sup>lt;sup>2</sup>Charges 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.

<sup>&</sup>lt;sup>3</sup>RMD withdrawals will not incur withdrawal charges 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.

<sup>&#</sup>x27;All 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 benefits provided by the optional beneficiary benefit. Additionally, withdrawals taken under Income Guard from the index-linked options will be subject to an interim value calculation if taken before the end of a term. See below for important information on interim value adjustments. 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.

<sup>&</sup>lt;sup>5</sup>The optional beneficiary benefit for those age 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. 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 death 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 death benefit, and also may reduce the value of any optional benefits.

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, 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.

Not all products, features, and benefits are available at all firms.

Pacific Life, its affiliates, its distributors, and 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 or attorney.

Pacific Life is a product provider. It is not a fiduciary and therefore does not give advice or make recommendations regarding insurance or investment products.

This material must be preceded or accompanied by the product prospectus, which contains information about the contract's features, risks, limitations, charges, and expenses. You should read the prospectus, which is available from your financial professional or by visiting PacificLife.com/Prospectuses, and consider its information carefully before investing.

When allocating to an index that is linked to the performance of an ETF, that is not an investment in the ETF. Index-based ETFs seek to track the investment results of a specific market index. Due to a variety of factors, including the fees and expenses associated with an ETF, an ETF's performance may not fully replicate or may, in certain circumstances, diverge significantly from the performance of the underlying index.

The S&P 500° index is a product of S&P Dow Jones Indices LLC or its affiliates ("SPDJI") and has been licensed for use by Pacific Life Insurance Company. S&P°, S&P 500°, US 500, The 500, iBoxx°, iTraxx°, and CDX° are trademarks of S&P Global, Inc., or its affiliates ("S&P"). Pacific Life's product is not sponsored, endorsed, sold, or promoted by S&P, their respective affiliates, and none of such parties make any representation regarding the advisability of investing in such product(s) nor do they have any liability for any errors, omissions, or interruptions of the S&P 500° index.

The Product and its MSCI EAFE Index-Linked Options referred to herein are not sponsored, endorsed, or promoted by MSCI, and MSCI bears no liability with respect to any such Products or any index on which such Products are based. The Policy Contract contains a more detailed description of the limited relationship MSCI has with Pacific Life Insurance Company and any related products.

Invesco Capital Management LLC ("ICM") serves as sponsor of QQQ (the "Invesco ETF") and Invesco Distributors, Inc. ("IDI"), an affiliate of ICM serves as distributor for the Invesco ETF. The mark "Invesco" is the property of Invesco Holding Company Limited and is used under license. That trademark and the ability to offer a product based on the Invesco ETF(s) have been licensed for certain purposes by Pacific Life Insurance Company. Products offered by Pacific Life are not sponsored, endorsed, sold or promoted by ICM or Invesco Holding Company Limited, and purchasers of such products do not acquire any interest in the Invesco ETF(s) nor enter into any relationship with ICM or its affiliates. ICM makes no representations or warranties, express or implied, to the owners of any products offered by Pacific Life. ICM has no obligation or liability for any errors, omissions, interruptions, or use of the Invesco ETF(s) or any data related thereto, or with the operation, marketing, trading, or sale of any products or services offered by Pacific Life.

Nasdaq®, Nasdaq-100 Index®, Nasdaq-100®, NDX®, QQQ®, are trademarks of Nasdaq, Inc. (which with its affiliates is referred to as the "Corporations") and are licensed for use by Invesco Distributors Inc.. The Product(s) have not been passed on by the Corporations as to their legality or suitability. The Product(s) are not issued, endorsed, sold, or promoted by the Corporations. THE CORPORATIONS MAKE NO WARRANTIES AND BEAR NO LIABILITY WITH RESPECT TO THE PRODUCT(S).

The iShares Russell 2000 ETF is distributed by BlackRock Investments, LLC. iShares® and BlackRock®, and the corresponding logos, are registered trademarks of BlackRock, Inc. and its affiliates ("BlackRock") and are used under license. BlackRock has licensed certain trademarks and trade names of BlackRock to Pacific Life Insurance Company for certain purposes. Pacific Life Insurance Company's products and services are not sponsored, endorsed, sold, or promoted by BlackRock, and purchasers of such products do not acquire any interest in the iShares Russell 2000 ETF nor enter into any relationship of any kind with BlackRock makes no representations or warranties, express or implied, to the owners of any products offered by Pacific Life Insurance Company or any member of the public regarding the advisability of purchasing any product or service offered by Pacific Life Insurance Company. BlackRock has no obligation or liability for any errors, omissions, interruptions or use of the iShares Russell 2000 ETF or any data related thereto, or in connection with the operation, marketing, trading or sale of any Pacific Life Insurance Company product or service offered by Pacific Life Insurance Company.

The "Product" has been developed solely by Pacific Life. The Product is not in any way connected to or sponsored, endorsed, sold or promoted by the London Stock Exchange Group plc and its group undertakings (collectively, the "LSE Group"). FTSE Russell is a trading name of certain of the LSE Group companies. All rights in the Russell® 2000 Index (the "Index") vest in the relevant LSE Group company which owns the Index. Russell® is a trademark(s) of the relevant LSE Group company and is/are used by any other LSE Group company under license. The Index is calculated by or on behalf of Frank Russell Company or its affiliate, agent or partner. The LSE Group does not accept any liability whatsoever to any person arising out of (a) the use of, reliance on or any error in the Index or (b) investment in or operation of the Product. The LSE Group makes no claim, prediction, warranty or representation either as to the results to be obtained from the Product or the suitability of the Index for the purpose to which it is being put by Pacific Life.

The First Trust Growth Strength™ Net Fee Index ("FTIS Index") is a product of FT Indexing Solutions LLC ("FTIS"). FIRST TRUST® and FIRST TRUST GROWTH STRENGTH™ NET FEE INDEX are trademarks of First Trust Portfolios L.P. (collectively, with FTIS and their respective affiliates, "First Trust"). The foregoing index and trademarks have been licensed for use for certain purposes by Nasdaq and Pacific Life Insurance Company ("Pacific Life") in connection with the FTIS Index and the product. The daily performance of the FTIS Index is reduced by 0.65% per annum.

The Nasdaq U.S. Benchmark™ Index ("Nasdaq Index") is a product of Nasdaq, Inc. (which with its affiliates is referred to as "Nasdaq"). Nasdaq® and THE NASDAQ US BENCHMARK™ INDEX are trademarks of Nasdaq. The foregoing index and trademarks have been licensed for use for certain purposes by FTIS and Pacific Life in connection with the FTIS Index and the product. FTIS has contracted with Nasdaq, Inc. (which with its affiliates is referred to as "Nasdaq") to calculate and maintain the FTIS Index. Nasdaq does not guarantee the timeliness, accurateness, or completeness of the FTIS Index or any data or information relating thereto. The product is not issued, sponsored, endorsed, sold, recommended, or promoted by First Trust, Nasdaq, or their respective affiliates (collectively, the "Companies"). The Companies do not make any representation regarding the advisability of investing in the product or products based on the FTIS Index or Nasdaq Index, do not make any warranties or bear any liability with respect to the product or another party's index.

Pacific Life Insurance Company is licensed to issue insurance products in all states except New York. Product/material availability and features may vary by state.

Insurance product and rider guarantees, including optional benefits and any fixed crediting rates or annuity payout rates, are backed by the financial strength and claims-paying ability of the issuing insurance company. They are not backed by the independent third party from which this annuity is purchased, including the broker-dealer, by the insurance agency from which this annuity is purchased, or any affiliates of those entities, and none makes any representations or guarantees regarding the claims-paying ability of the issuing insurance company.

Securities are distributed by Pacific Select Distributors, LLC (member FINRA & SIPC), a subsidiary of Pacific Life Insurance Company.

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, 20-1904, 20,1905, 20-1906,

20-1907, 20-1908, 20-1909, 20-1925

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