

<i>SERFF Tracking Number:</i>	<i>PRTA-125655387</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Protective Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>39093</i>
<i>Company Tracking Number:</i>	<i>PAT P-3270</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.005 Limited Flexible Premium</i>
<i>Product Name:</i>	<i>Plus II</i>		
<i>Project Name/Number:</i>	<i>P-3270/P-3270</i>		

Filing at a Glance

Company: Protective Life Insurance Company

Product Name: Plus II

SERFF Tr Num: PRTA-125655387 State: ArkansasLH

TOI: A02I Individual Annuities- Deferred Non-Variable

SERFF Status: Closed

State Tr Num: 39093

Sub-TOI: A02I.005 Limited Flexible Premium

Co Tr Num: PAT P-3270

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Author: Pat Van Keulen

Disposition Date: 08/08/2008

Date Submitted: 05/23/2008

Disposition Status: Approved

Implementation Date Requested: 07/19/2008

Implementation Date:

State Filing Description:

General Information

Project Name: P-3270

Status of Filing in Domicile: Pending

Project Number: P-3270

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 08/08/2008

State Status Changed: 05/28/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

The listed forms are submitted for filing acknowledgement or prior approval, as appropriate. The implementation date is July 19, 2008, or upon approval by your Department if later. These forms are new and will not replace any forms currently in use by the Company. They are being filed countrywide, and have been submitted to our domiciliary state of Tennessee. This filing does not contain any unusual or possibly controversial items that vary from normal company or industry standards. The forms are in final laser print, subject only to minor modification in paper size, stock, ink, type face (but not font size), border, company logo and adaptation to computer printing, and subject to variable information

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Filing Company: Protective Life Insurance Company State Tracking Number: 39093
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Variable
Product Name: Plus II
Project Name/Number: P-3270/P-3270

as bracketed. Our Statement of Variability is provided.

A SUBSTANTIALLY IDENTICAL FILING IS SUBMITTED CONCURRENTLY FOR OUR AFFILIATE, WEST COAST LIFE INSURANCE COMPANY [NAIC # 70335] under SERFF Tracking # PRTA-125662560. Forms are different only in company particulars and form numbers.

The forms are an individual nonregistered fixed deferred annuity contract with alternate contract schedules and various endorsements. Endorsements will be packaged with the contract according to distribution channel. The contract will accept flexible premium payments for a limited period of time. It is intended for retirement planning or other similar long-term accumulation goals, and will be available in both qualified and nonqualified markets at ages 0-85. An appropriate previously approved rider will be attached when the contract is issued in connection with a qualified retirement plan.

The contract returns at least minimum nonforfeiture values and pays a death benefit upon death during the accumulation period. It offers up to 10 interest rate guarantee periods. The applicable initial interest rate will be credited for the duration of the guarantee period chosen by the applicant, and a one year renewal interest rate will be credited thereafter. A separate guarantee period of the same duration will apply to each new premium. Withdrawal charges do not start again for a new premium. The contract schedule for this plan will be form 3270P-SN. The minimum guaranteed interest rate will not be redetermined for in force contracts on this plan.

Subsequent Interest Rate Period Endorsement P-9377 makes optional subsequent interest rate guarantee periods available at any time after the initial interest rate guarantee expires provided the withdrawal charge period is expired. Upon election, the entire contract value is placed in the subsequent period chosen and will earn interest and be eligible for enhancements available for that class of contracts. Also upon election, the withdrawal charge period restarts and the contract's minimum interest rate will be redetermined. The schedule for the contract if this endorsement is issued will be form 3270P-SY. This schedule differs from the SN schedule in that this schedule references the subsequent interest rate periods provided for by endorsement P-9377, and reflects that we will re-determine the contract's minimum interest rate.

Endorsements P-9375 or P-9376 will be issued at no charge to contract owners who select a one year interest rate guarantee period, to waive surrender charges upon a full surrender if the renewal interest rate is more than 50 basis points lower than the interest rate on the issue date for the same class of contracts. Form P-9375 is for use when the

SERFF Tracking Number: PRTA-125655387 State: Arkansas
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Company Tracking Number: PAT P-3270
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Variable
Product Name: Plus II
Project Name/Number: P-3270/P-3270

Subsequent Interest Rate Period Endorsement is used. Form P-9376 is for use when Subsequent Interest Rate Periods are NOT offered. These endorsements P-9375 and P-9376 are identical except for a reference to subsequent interest rate periods in P-9375.

The remaining endorsements are a money back guarantee (P-9372) and withdrawal charge waivers for Terminal Condition or Nursing Facility Confinement (P-9373) and Unemployment (P-9374).

The application will be the submitted form P-1405. In addition to the traditional paper format, in some cases, the data gathered on the application may be transferred to the company electronically. For electronic submissions, a signature pad will be used for the signature of both the applicant and the agent. In addition, when the application and information are input to the computer system, it may result in non-material formatting changes due to the amount of information received; i.e. the size of open narrative sections will vary based on the information supplied by the applicant. The Company will ensure that the formatting will not allow a disclosure or fraud warning to be split from the signature section. While the formatting of this form may vary slightly by applicant, the material and content will remain the same.

This product will be offered to the general public on an individual basis by the Company's licensed producers through independent agents, banks and financial institutions, and other financial professionals such as planners and registered representatives of broker/dealers.

Thank you for your attention to this filing. If there are any questions, I can be reached in SERFF, or at pat.vankeulen @ protective.com, or toll-free at 1-866-874-4001 x7856.

Company and Contact

Filing Contact Information

Pat Van Keulen, Filing Analyst
1707 North Randall Road, Suite 310
Elgin, IL 60123

Pat.VanKeulen@protective.com
(847) 930-7856 [Phone]
(847) 930-8280[FAX]

Filing Company Information

Protective Life Insurance Company
2801 Highway 280

CoCode: 68136
Group Code: 458

State of Domicile: Tennessee
Company Type:

SERFF Tracking Number: *PRTA-125655387* *State:* *Arkansas*
Filing Company: *Protective Life Insurance Company* *State Tracking Number:* *39093*
Company Tracking Number: *PAT P-3270*
TOI: *A02I Individual Annuities- Deferred Non-* *Sub-TOI:* *A02I.005 Limited Flexible Premium*
 Variable
Product Name: *Plus II*
Project Name/Number: *P-3270/P-3270*

Birmingham, AL 35223
(800) 866-3555 ext. [Phone]

Group Name:
FEIN Number: 63-0169720

State ID Number:

SERFF Tracking Number: PRTA-125655387 State: Arkansas
Filing Company: Protective Life Insurance Company State Tracking Number: 39093
Company Tracking Number: PAT P-3270
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.005 Limited Flexible Premium
Variable
Product Name: Plus II
Project Name/Number: P-3270/P-3270

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50 per policy and related forms.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Protective Life Insurance Company	\$50.00	05/23/2008	20489295

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 Variable
 Product Name: Plus II
 Project Name/Number: P-3270/P-3270

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	08/08/2008	08/08/2008
Approved	Linda Bird	05/28/2008	05/28/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
SCHEDULE	Form	Pat Van Keulen	08/05/2008	08/05/2008
SCHEDULE	Form	Pat Van Keulen	08/05/2008	08/05/2008
WAIVER OF WITHDRAWAL CHARGE ENDORSEMENT For Certain Renewal Interest Rates Statement of Variable Information	Form	Pat Van Keulen	08/05/2008	08/05/2008
Redlined Statement of Variability Updates	Supporting Document	Pat Van Keulen	08/05/2008	08/05/2008

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
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SERFF Tracking Number: PRTA-125655387 State: Arkansas
Filing Company: Protective Life Insurance Company State Tracking Number: 39093
Company Tracking Number: PAT P-3270
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.005 Limited Flexible Premium
Variable
Product Name: Plus II
Project Name/Number: P-3270/P-3270

Request to reopen Note To Filer Linda Bird 08/05/2008 08/05/2008

Request to Reopen Note To Reviewer Pat Van Keulen 07/30/2008 07/30/2008

SERFF Tracking Number: PRTA-125655387 *State:* Arkansas
Filing Company: Protective Life Insurance Company *State Tracking Number:* 39093
Company Tracking Number: PAT P-3270
TOI: A021 Individual Annuities- Deferred Non- *Sub-TOI:* A021.005 Limited Flexible Premium
Variable
Product Name: Plus II
Project Name/Number: P-3270/P-3270

Disposition

Disposition Date: 08/08/2008

Implementation Date:

Status: Approved

Comment: Filing amended to expand on variable items and submit a new Waiver Of Withdrawal Charge Endorsement For Certain Renewal Interest Rates form P-9378.

Rate data does NOT apply to filing.

SERFF Tracking Number: PRTA-125655387 State: Arkansas
 Filing Company: Protective Life Insurance Company State Tracking Number: 39093
 Company Tracking Number: PAT P-3270
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.005 Limited Flexible Premium
 Variable
 Product Name: Plus II
 Project Name/Number: P-3270/P-3270

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document (revised)	Statement of Variable Information		Yes
Supporting Document	Statement of Variable Information	Withdrawn	Yes
Supporting Document	Redlined Statement of Variability Updates		Yes
Form	INDIVIDUAL LIMITED FLEXIBLE PREMIUM DEFERRED FIXED ANNUITY		Yes
Form (revised)	SCHEDULE		Yes
Form	SCHEDULE	Withdrawn	Yes
Form (revised)	SCHEDULE		Yes
Form	SCHEDULE	Withdrawn	Yes
Form	Application for FIXED DEFERRED ANNUITY		Yes
Form	MONEY BACK GUARANTEE ENDORSEMENT		Yes
Form	WAIVER OF WITHDRAWAL CHARGE ENDORSEMENT for Terminal Condition or Nursing Facility Confinement		Yes
Form	WAIVER OF WITHDRAWAL CHARGE ENDORSEMENT for Unemployment		Yes
Form	WAIVER OF WITHDRAWAL CHARGE ENDORSEMENT For Certain Renewal Interest Rates		Yes
Form	WAIVER OF WITHDRAWAL CHARGE ENDORSEMENT For Certain Renewal Interest Rates		Yes
Form	SUBSEQUENT INTEREST RATE PERIOD ENDORSEMENT		Yes
Form	WAIVER OF WITHDRAWAL CHARGE ENDORSEMENT For Certain Renewal Interest Rates		Yes

SERFF Tracking Number: PRTA-125655387 *State:* Arkansas
Filing Company: Protective Life Insurance Company *State Tracking Number:* 39093
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TOI: A021 Individual Annuities- Deferred Non- *Sub-TOI:* A021.005 Limited Flexible Premium
Variable
Product Name: Plus II
Project Name/Number: P-3270/P-3270

Disposition

Disposition Date: 05/28/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PRTA-125655387 State: Arkansas
 Filing Company: Protective Life Insurance Company State Tracking Number: 39093
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 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.005 Limited Flexible Premium
 Variable
 Product Name: Plus II
 Project Name/Number: P-3270/P-3270

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document (revised)	Statement of Variable Information		Yes
Supporting Document	Statement of Variable Information	Withdrawn	Yes
Supporting Document	Redlined Statement of Variability Updates		Yes
Form	INDIVIDUAL LIMITED FLEXIBLE PREMIUM DEFERRED FIXED ANNUITY		Yes
Form (revised)	SCHEDULE		Yes
Form	SCHEDULE	Withdrawn	Yes
Form (revised)	SCHEDULE		Yes
Form	SCHEDULE	Withdrawn	Yes
Form	Application for FIXED DEFERRED ANNUITY		Yes
Form	MONEY BACK GUARANTEE ENDORSEMENT		Yes
Form	WAIVER OF WITHDRAWAL CHARGE ENDORSEMENT for Terminal Condition or Nursing Facility Confinement		Yes
Form	WAIVER OF WITHDRAWAL CHARGE ENDORSEMENT for Unemployment		Yes
Form	WAIVER OF WITHDRAWAL CHARGE ENDORSEMENT For Certain Renewal Interest Rates		Yes
Form	WAIVER OF WITHDRAWAL CHARGE ENDORSEMENT For Certain Renewal Interest Rates		Yes
Form	SUBSEQUENT INTEREST RATE PERIOD ENDORSEMENT		Yes
Form	WAIVER OF WITHDRAWAL CHARGE ENDORSEMENT For Certain Renewal Interest Rates		Yes

SERFF Tracking Number: PRTA-125655387 State: Arkansas
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 Variable
 Product Name: Plus II
 Project Name/Number: P-3270/P-3270

Amendment Letter

Amendment Date:
 Submitted Date: 08/05/2008

Comments:

Thank you for reopening this filing. As mentioned in our request, we wish to amend this filing to expand on variable items as follows (an identical request is submitted for our affiliate West Coast Life under your file# 39092):

1. A new WAIVER OF WITHDRAWAL CHARGE ENDORSEMENT For Certain Renewal Interest Rates form P-9378 is submitted, similar to approved form P-9376, which new endorsement is different in that it includes a schedule, to provide for variability in eligible interest rate periods, eligibility dates and threshold rate. Endorsement P-9378 will apply to contract owners who select an eligible interest rate guarantee period, to waive surrender charges upon a full surrender if the renewal interest rate is more than a threshold number of basis points lower than the interest rate on the issue date for the same class of contracts.

2. We submit a revised Statement of Variability to describe and set forth ranges for the variables in the new endorsement, and in which as respects the contract schedules: the partial withdrawal allowance percentages are specified to be variables with ranges; and bracketed language for the Purchase Payment and Interest Rate bonuses specifies that these are the bonuses on the issue date, and that any interest rate bonus duration is measured from the date the applicable purchase payment is applied (was originally submitted as applicable from the contract issue date).

We provide new Schedules with the updated bonus descriptions and bracketing and for reference, a redlined copy of the applicable pages of the new Statement of Variability.

Thank you for your continued attention to this filing.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
3270P-SN	Schedule Pages	SCHEDULE	Initial				0	3270P-SN Schedule 2.pdf

SERFF Tracking Number: PRTA-125655387 State: Arkansas
 Filing Company: Protective Life Insurance Company State Tracking Number: 39093
 Company Tracking Number: PAT P-3270
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.005 Limited Flexible Premium
 Variable
 Product Name: Plus II
 Project Name/Number: P-3270/P-3270

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
3270P-SY	Schedule Pages	SCHEDULE	Initial				0	3270P-SY Schedule 2.pdf

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
P-9378	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	WAIVER OF WITHDRAWAL CHARGE ENDORSEMENT For Certain Renewal Interest Rates	Initial				51	P-9378 Endmt - CDSC Waiver Renewal.pdf

SERFF Tracking Number: PRTA-125655387 State: Arkansas
Filing Company: Protective Life Insurance Company State Tracking Number: 39093
Company Tracking Number: PAT P-3270
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.005 Limited Flexible Premium
Variable
Product Name: Plus II
Project Name/Number: P-3270/P-3270

Supporting Document Schedule Item Changes:

User Added -Name: Statement of Variable Information

Comment: Attachment is our Statement of Variable Information for all forms submitted.

StmntVariables - nonCBstandard 2 - SIGNED.pdf

User Added -Name: Redlined Statement of Variability Updates

Comment: Attachment is a copy of applicable pages of originally submitted statement of variability with highlights to show updates.

StmntVariables w Updates Redlined.pdf

SERFF Tracking Number: PRTA-125655387 *State:* Arkansas
Filing Company: Protective Life Insurance Company *State Tracking Number:* 39093
Company Tracking Number: PAT P-3270
TOI: A021 Individual Annuities- Deferred Non- *Sub-TOI:* A021.005 Limited Flexible Premium
Variable
Product Name: Plus II
Project Name/Number: P-3270/P-3270

Note To Filer

Created By:

Linda Bird on 08/05/2008 08:32 AM

Subject:

Request to reopen

Comments:

The filing will be reopened and amendments can be updated within this filing.

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Company Tracking Number: PAT P-3270
TOI: A02I Individual Annuities- Deferred Non- *Sub-TOI:* A02I.005 Limited Flexible Premium
Variable
Product Name: Plus II
Project Name/Number: P-3270/P-3270

Note To Reviewer

Created By:

Pat Van Keulen on 07/30/2008 05:05 PM

Subject:

Request to Reopen

Comments:

We wish to amend this filing to expand on variable items as follows (an identical request is submitted for our affiliate West Coast Life under your filing # 39092):

1. A new WAIVER OF WITHDRAWAL CHARGE ENDORSEMENT For Certain Renewal Interest Rates form P-9378 to be submitted, similar to approved form P-9376, which new endorsement is different in that it includes a schedule, to provide for variability in eligible interest rate periods, eligibility dates and threshold rate.
2. A revised Statement of Variability to describe and set forth ranges for the additional variables in the new endorsement, and in which as respects the contract: the partial withdrawal allowance percentages are specified to be variables with ranges; and bracketed language for the Purchase Payment and Interest Rate bonuses specifies that these are the bonuses on the issue date, and that any interest rate bonus duration is measured from the date the applicable purchase payment is applied (was originally submitted as applicable from the contract issue date).

The contract has been NOT issued. Please advise if you would prefer a new filing for this entire amendment, or if the statement of variability should be updated within this filing and the endorsement be a new filing - or if all of our amendments can be updated within this filing.

Thank you for your consideration. If you require further information, I can be reached at 866-874-4001 x 7856.

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 Product Name: Plus II
 Project Name/Number: P-3270/P-3270

Form Schedule

Lead Form Number: P-3270

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	P-3270	Policy/Contract Certificate	INDIVIDUAL LIMITED FLEXIBLE PREMIUM DEFERRED FIXED ANNUITY	Initial		54	P-3270 Contract.pdf
	3270P-SN	Schedule Pages	SCHEDULE	Initial		0	3270P-SN Schedule 2.pdf
	3270P-SY	Schedule Pages	SCHEDULE	Initial		0	3270P-SY Schedule 2.pdf
	P-1405	Application/ Enrollment Form	Application for FIXED DEFERRED ANNUITY	Initial		54	P-1405 Application.pdf
	P-9372	Policy/Contract Certificate: Amendment, Insert Page, Endorsement or Rider	MONEY BACK GUARANTEE ENDORSEMENT	Initial		62	P-9372 Endmt - Money Back Guarantee.pdf
	P-9373	Policy/Contract Certificate: Amendment, Insert Page, Endorsement	WAIVER OF WITHDRAWAL CHARGE ENDORSEMENT for Terminal Condition or Nursing Facility Confinement	Initial		51	P-9373 Endmt - CDSC Waiver TC-NF.pdf

SERFF Tracking Number: PRTA-125655387 State: Arkansas
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 Company Tracking Number: PAT P-3270
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.005 Limited Flexible Premium
 Variable
 Product Name: Plus II
 Project Name/Number: P-3270/P-3270

P-9374	Policy/Cont WAIVER OF ract/Fratern WITHDRAWAL al CHARGE Certificate: ENDORSEMENT for Amendmen Unemployment t, Insert Page, Endorseme nt or Rider	Initial	55	P-9374 Endmt - CDSC Waiver Unempl.pdf
P-9375	Policy/Cont WAIVER OF ract/Fratern WITHDRAWAL al CHARGE Certificate: ENDORSEMENT For Amendmen Certain Renewal t, Insert Interest Rates Page, Endorseme nt or Rider	Initial	57	P-9375 Endmt - CDSC Waiver Renewal (SY).pdf
P-9376	Policy/Cont WAIVER OF ract/Fratern WITHDRAWAL al CHARGE Certificate: ENDORSEMENT For Amendmen Certain Renewal t, Insert Interest Rates Page, Endorseme nt or Rider	Initial	61	P-9376 Endmt - CDSC Waiver Renewal (SN).pdf
P-9377	Policy/Cont SUBSEQUENT ract/Fratern INTEREST RATE al PERIOD Certificate: ENDORSEMENT Amendmen t, Insert Page, Endorseme nt or Rider	Initial	51	P-9377 Endmt - Subseq Interest Period (SY).pdf

SERFF Tracking Number: PRTA-125655387 *State:* Arkansas
Filing Company: Protective Life Insurance Company *State Tracking Number:* 39093
Company Tracking Number: PAT P-3270
TOI: A021 Individual Annuities- Deferred Non-Variable *Sub-TOI:* A021.005 Limited Flexible Premium
Product Name: Plus II
Project Name/Number: P-3270/P-3270

P-9378	Policy/Cont WAIVER OF ract/Fratern WITHDRAWAL al CHARGE Certificate: ENDORSEMENT For Amendmen Certain Renewal t, Insert Interest Rates Page, Endorseme nt or Rider	Initial	51	P-9378 Endmt - CDSC Waiver Renewal.pdf
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PROTECTIVE LIFE INSURANCE COMPANY

Nashville, Tennessee
(A Stock Insurance Company)

**INDIVIDUAL LIMITED FLEXIBLE PREMIUM DEFERRED FIXED ANNUITY
(Non-Participating)**

Protective Life Insurance Company agrees to provide the benefits described in this Contract. The Contract alone governs the rights of the parties.

RIGHT TO CANCEL

YOU HAVE THE RIGHT TO RETURN THIS CONTRACT. You may cancel this Contract within [10] days after you receive it by returning the Contract to our administrative office, or to the agent who sold it to you, with a written request for cancellation. Return by mail is effective on being post-marked, properly addressed and postage pre-paid. We will promptly return your Purchase Payments.


[John D. Johns]
President


[Deborah J. Long]
Secretary

**THIS IS A LEGALLY BINDING
CONTRACT - READ IT CAREFULLY**

Administrative Office:

PROTECTIVE LIFE INSURANCE COMPANY

A Stock Insurance Company

[1707 N. Randall Road
Elgin, Illinois 60123-9409
(800) 621-5001]

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[INSERT CORRECT SCHEDULE HERE]

DEFINITIONS

Anniversary: The same month and day as the Issue Date each year the Contract is in force.

Annuity Date: The date as of which the Contract Value, less applicable premium tax, is applied to an Annuity Option.

Annuity Option: The payout option pursuant to which the Company makes annuity income payments.

Contract Value: The value of the Contract at any time.

Issue Date: The date as of which the initial Purchase Payment is credited to the Contract and the date the Contract takes effect. It is shown on the Schedule.

Purchase Payment: Amounts paid by the Owner and accepted by the Company as consideration for the Contract.

Written Notice: A request or instruction submitted in writing in a form satisfactory to the Company and received at the Company's administrative office.

PARTIES TO THE CONTRACT

Company – Protective Life Insurance Company, also referred to as “Protective Life”, “the Company”, “we”, “us” and “our”.

Owner – The person or persons who own the Contract and are entitled to exercise all rights and privileges provided in the Contract. A Contract may be issued to no more than two Owners. Individuals as well as non-natural persons, such as corporations or trusts, may be Owners. If any Owner is not an individual, Contract provisions that refer to the Owner will apply to the Annuitant. The Owner is referred to as “you” and “your”.

Change of Owner – The Owner may be changed by Written Notice provided the new Owner's 96th birthday is on or after the Annuity Date.

Beneficiary – The person or persons who may receive the benefits of this Contract upon the death of an Owner.

Primary - The Primary Beneficiary is the surviving Owner, if any. If there is no surviving Owner, the Primary Beneficiary is the person or persons designated by the Owner and named in our records.

Contingent - The Contingent Beneficiary is the person or persons designated by the Owner and named in our records to be Beneficiary if the Primary Beneficiary is not living.

If no Beneficiary designation is in effect or if no Beneficiary is living at the time of an Owner's death, the Beneficiary will be the estate of the deceased Owner. If an Owner dies on or after the Annuity Date, the Beneficiary will become the new Owner.

Change of Beneficiary – Unless designated irrevocably, you may change the Beneficiary by Written Notice prior to the death of any Owner. An irrevocable Beneficiary is one whose written consent is needed before you can change the Beneficiary designation or exercise certain other rights.

Annuitant – The person on whose life annuity income payments may be based. The Primary Owner is the Annuitant unless the Owner designates another person as the Annuitant.

Change of Annuitant – You may change the Annuitant by Written Notice prior to the Annuity Date. However, if any Owner is not an individual the Annuitant may not be changed. You may not designate an Annuitant whose 96th birthday is prior to the Annuity Date.

Payee – The person or persons designated by the Owner to receive the annuity income payments under the Contract. The Annuitant is the Payee unless you designate another party as the Payee. You may change the Payee at any time.

GENERAL PROVISIONS

Entire Contract – This Contract and any attachments, including a copy of your application and any riders, endorsements and amendments, constitute the entire agreement between you and us. Statements in the application are considered representations and not warranties.

Modification of the Contract – No one is authorized to modify or waive any term or provision of this Contract unless we agree to the modification or waiver in writing and it is signed by our President, Vice-President or Secretary. We reserve the right to change or modify the provisions of this Contract to conform to any applicable laws, rules or regulations issued by a government agency, or to assure continued qualification of the Contract as an annuity contract under the Internal Revenue Code. We will obtain all necessary regulatory approvals and will send you a copy of the endorsement that modifies the Contract.

Incontestability – We will not contest this Contract after it is issued.

Assignment – You have the right to assign your interest in this Contract. We do not assume responsibility for the assignment. Any claim made while the Contract is assigned is subject to proof of the nature and extent of the assignee's interest prior to payment.

Written Notice – All instructions regarding the Contract, and all requests to change or assign it, must be by Written Notice. The Written Notice is effective as of the date it was signed by the Owner; however, we are not responsible for following any instruction or making any change or assignment before we actually receive the Written Notice.

Error in Age or Gender – When a Contract benefit, or any charge or fee is contingent upon any person's age or gender, we may require proof of such. We may suspend any payment due until proof is provided. When we receive satisfactory proof, we will make the payments that became due during the period of suspension.

If after proof of age and gender is provided, it is determined that the previous information you furnished was not correct, we will adjust the benefits, charges, or fees to those that would result based upon the correct information. After the adjustment, if we owe you we will pay the amount in a lump sum. If the error resulted in an overpayment or undercharge, we will deduct that amount from the Contract Value or may adjust any current or future payment due under the Contract. Amounts owed to either you or us will bear interest at an annual effective interest rate of 3%.

Where the use of unisex mortality rates is required, we will not make any determination or adjustment based upon gender.

Settlement – Benefits due under this Contract are payable from our administrative office and may be applied to any option we offer for such payments at the time the election is made. Unless directed otherwise by Written Notice, we will make payments according to the instructions contained in our records at the time the payment is made. We shall be discharged from all liability for payment to the extent of any payments we make.

Receipt of Payment – If any Owner, Annuitant, Beneficiary or Payee is incapable of giving a valid receipt for any payment, we may make such payment to whomever has legally assumed her or his care and principal support. Any such payment shall fully discharge us to the extent of that payment.

Protection of Proceeds – To the extent permitted by law and except as provided by an assignment, no benefits payable under this Contract will be subject to the claims of creditors.

Premium Tax – Premium tax will be deducted, if applicable. Premium tax may be deducted from a Purchase Payment when accepted, from the Contract Value upon a full surrender or a partial withdrawal, from the death benefit, or from amounts applied to an Annuity Option.

Non-Participating – This Contract does not share in our surplus or profits, or pay dividends.

Minimum Value – Values available under the Contract, including any paid-up annuity, cash surrender value and death benefit, are at least equal to the minimum required by the state where the Contract is issued for delivery.

Application of Law – The provisions of the Contract are to be interpreted in accordance with the laws of the state in which it is issued for delivery, the Internal Revenue Code and applicable regulations.

Reports – At least annually prior to the Annuity Date, we will send to you at the address contained in our records a report showing your Contract Value, declared interest rates, and any other information required by law as of a date not more than 31 days prior to the mailing date.

PURCHASE PAYMENTS

Purchase Payments – Purchase Payments are payable at our administrative office. They shall be made by check payable to the Company or by any other method we allow. The minimum Purchase Payment required to issue a Contract and the maximum aggregate Purchase Payments we will accept without prior administrative office approval are shown on the Schedule. We reserve the right not to accept any Purchase Payment.

We applied the initial Purchase Payment to the initial Interest Rate Period according to the instructions on the application as shown on the Schedule.

Purchase Payments applied to this Contract are part of the Company's general account and subject to our general obligations and liabilities.

Subsequent Purchase Payments – You may make Subsequent Purchase Payments as described on the Schedule. They will be applied to an Interest Rate Period with the same duration as the Initial Interest Rate Period shown on the Schedule.

No Default – You are not required to make Subsequent Purchase Payments.

INTEREST

Interest Rates – We, in our sole discretion, declare interest rates for the Contract but we will not declare a rate less than the Minimum Interest Rate then in effect. When declaring interest rates, we may recognize different classes of Contracts. We determine the class criteria equitably and apply the criteria uniformly. Because interest rates vary from time to time, amounts allocated to Contracts at different times may earn interest at different rates.

Interest Crediting – We credit interest daily at a rate that when compounded yields an annual effective interest rate equal to the declared interest rate.

Interest Rate Period – Each Purchase Payment earns interest at the declared interest rate associated with it for the duration of the Interest Rate Period, beginning on the date it is applied to the Contract. The Initial Interest Rate Period for each Purchase Payment is shown on the Schedule. When an Interest Rate Period expires, we will credit interest at the renewal interest rate in effect on that date for that class of Contracts. Renewal interest rates are guaranteed for 12 months.

Determining the Contract Value – Prior to the Annuity Date, the Contract Value is equal to:

- a) Purchase Payments; plus
- b) interest and any additional amounts credited to the Contract; minus
- c) withdrawals from the Contract including applicable withdrawal charges and premium tax, if any.

SURRENDERS AND WITHDRAWALS

Full Surrenders – You may fully surrender your Contract any time on or prior to the Annuity Date.

Partial Withdrawals – You may request a partial withdrawal prior to the Annuity Date provided the Contract Value immediately after the partial withdrawal is at least equal to the minimum amount required to purchase a Contract. For the purpose of interest crediting, partial withdrawals are accounted for on a 'first-in, first-out' basis. The minimum partial withdrawal we will process is \$500.

Calculating the Withdrawal Charge – We calculate the withdrawal charge by multiplying:

- a) the applicable withdrawal charge percentage; by,
- b) the excess of the amount withdrawn over the available penalty-free amount, if any.

The withdrawal charge percentage is based on the number of complete years elapsed since the Issue Date.

The amount payable in response to a request for a surrender or partial withdrawal is equal to the Contract Value deducted, less any applicable withdrawal charge and premium tax, if any.

Suspension or Delay in Payment of Surrender – We may, with the consent of the Commissioner of the Insurance Regulatory Agency of the state where the Contract is issued for delivery, delay payment of any surrender or partial withdrawal for up to six months where permitted or required. We will pay interest on delayed payments as required by applicable state law.

DEATH BENEFIT

Death of an Owner – If an Owner dies before the Annuity Date while this Contract is in force, we will pay the death benefit to the Beneficiary. If an Owner dies on or after the Annuity Date, the Beneficiary will become the new Owner and remaining payments must be distributed at least as rapidly as under the Annuity Option in effect at the time of the Owner's death.

Death of the Annuitant – If the Annuitant is not an Owner and dies prior to the Annuity Date, the Primary Owner will become the new Annuitant unless you designate otherwise. If any Owner is not an individual, we will treat the death of the Annuitant as a death of an Owner.

Death Benefit – The death benefit is the Contract Value as of the date we receive due proof of death. Only one death benefit is payable under this Contract, even though the Contract may, in some circumstances, continue beyond an Owner's death.

Payment of the Death Benefit – Unless the Owner has previously designated otherwise by Written Notice, the death benefit may be taken in one sum immediately and the Contract will terminate. If the death benefit is not taken in one sum immediately, the entire interest in the Contract must be distributed under one of the following options:

- a) the entire interest must be distributed over the life of the Beneficiary, or over a period not extending beyond the life expectancy of the Beneficiary, with distribution beginning within one year of the deceased Owner's death; or,
- b) the entire interest must be distributed within 5 years of the deceased Owner's death.

If there is more than one Beneficiary, the foregoing provisions apply to each Beneficiary individually.

If the Beneficiary is the deceased Owner's spouse, the surviving spouse may elect, in lieu of receiving the death benefit, to continue the Contract and become the new Owner provided the deceased Owner's spouse meets all the requirements in the "Change of Owner" provision. The surviving spouse may then select a new Beneficiary. Upon the surviving spouse's death, the Beneficiary may take the death benefit in one sum immediately and the Contract will terminate. If not taken in one sum immediately, the death benefit must be distributed to the Beneficiary according to either paragraph (a) or (b), above.

We will pay the death benefit as soon as administratively possible after we receive a claim in good order and due proof of death. We pay interest on the death benefit only as required under applicable state law.

The death benefit provisions of this Contract shall be interpreted to comply with the requirements of §72(s) of the Internal Revenue Code. We will endorse this Contract as necessary to conform to regulatory requirements. We will obtain all necessary regulatory approvals and will send you a copy of the endorsement.

Suspension of Payment – Payment of the death benefit may be suspended or delayed under the circumstances described in the “Suspension or Delay in Payment of Surrender” provision.

ANNUITIZATION

Annuity Date – On the Issue Date, the Annuity Date is the oldest Owner’s or Annuitant’s 96th birthday and is shown on the Schedule. The Owner may change the Annuity Date by Written Notice. The proposed Annuity Date must be at least 30 days beyond the date the request is received by the Company. You may not select an Annuity Date that occurs before the first Anniversary of the Issue Date or after the oldest Owner or Annuitant's 96th birthday without our consent.

On the Annuity Date, we apply the Contract Value, less any applicable premium tax, to the Annuity Option you select and establish annuity income payments.

Selection of Annuity Option – You may select an Annuity Option, or change your selection by Written Notice received by the Company not later than 30 days before the Annuity Date. If you have not selected an Annuity Option within 30 days of the Annuity Date, we will apply your Contract Value under Option B - Life Income with Payments for a 10-Year Certain Period.

Annuity Options – You may select from among the following Annuity Options.

OPTION A - PAYMENTS FOR A CERTAIN PERIOD: We will make income payments for the period you select from among those available at the time you make your selection. No certain period may be less than 10 years without our consent. Payments under this Annuity Option do not depend on the life of an Annuitant.

OPTION B - LIFE INCOME WITH OR WITHOUT A CERTAIN PERIOD: Payments are based on the life of an Annuitant. We reserve the right to demand proof that the Annuitant is living prior to making any income payment.

If you include a certain period, we will make payments for the lifetime of the Annuitant, with payments guaranteed for the certain period you select. No certain period may be less than 10 years without our consent. Payments stop at the end of the selected certain period or when the Annuitant dies, whichever is later. If no certain period is selected, payments will stop upon the death of the Annuitant no matter how few or how many payments have been made.

ADDITIONAL OPTION: The Contract Value, less applicable premium tax, may be used to purchase any annuity we offer on the date this option is elected.

Minimum Amounts – If your Contract Value is less than \$5,000 on the Annuity Date, we reserve the right to pay the Contract Value in one lump sum. If at any time your annuity income payments are less than \$100, we reserve the right to change the frequency of your income payments to an interval that will result in a payment amount at least equal to that amount.

Guaranteed Purchase Rates – The guaranteed interest basis for fixed income payments is [1.5%]. The mortality basis is [the Annuity 2000 Mortality Table projected 6 years using the annual projection factors associated with the 1983 Individual Annuitant Mortality Table]. One year will be deducted from the attained age of the Annuitant for every [3] completed years beyond the year [2006]. Upon request, we will furnish you the guaranteed purchase rates for ages and periods not shown below. Annuity benefits available on the Annuity Date will not be less than those provided by the application of an equivalent amount to the purchase of a single premium immediate annuity contract offered by us on the Annuity Date to the same class of Annuitants for the same Annuity Option.

FIXED ANNUITY TABLES

These tables illustrate the minimum fixed monthly annuity payment rates for each \$1,000 applied.

OPTION A TABLE

Payments for a
Certain Period

OPTION B TABLE

Life Income with or without a
Certain Period

<u>Years</u>	<u>Monthly Payment</u>	<u>Age of Annuitant</u>	<u>Life Only</u>		<u>Life with 10 Year Certain Period</u>	
			<u>Male</u>	<u>Female</u>	<u>Male</u>	<u>Female</u>
10	[8.96	60	[3.79	3.42	3.73	3.39
15	6.20	65	4.43	3.95	4.31	3.89
20	4.81	70	5.32	4.69	5.04	4.55
25	3.99	75	6.54	5.77	5.90	5.42
30	3.44]	80	8.26	7.37	6.85	6.46
		85	0.69	9.78	7.72	7.48
		90	14.07	13.24	8.37	8.25
		95	18.62	17.67	8.77	8.71]

**INDIVIDUAL LIMITED FLEXIBLE PREMIUM DEFERRED FIXED ANNUITY
(Non-Participating)**

**THIS IS A LEGALLY BINDING
CONTRACT - READ IT CAREFULLY**

PROTECTIVE LIFE INSURANCE COMPANY

Nashville, Tennessee

Administrative Office:

[1707 N. Randall Road
Elgin, Illinois 60123-9409
(800) 621-5001]

SCHEDULE

Contract Number:	[0008853]	Plan Type:	[Non-Qualified]
Issue Date:	[08/01/2008]	Annuity Date:	[03/04/2069]
Primary Owner:	[John Doe]	Primary Owner Date of Birth (or Trust Inception Date):	[03/04/1968]
Joint Owner:	[John Doe]	Joint Owner Date of Birth:	[]
Annuitant:	[John Doe]	Annuitant Date of Birth:	[03/04/1968]
		Annuitant Gender:	[Male]
Agent:	[]		

PURCHASE PAYMENTS

Initial Purchase Payment:	[\$5,000]	Minimum Initial Purchase Payment:	[\$5,000]
Subsequent Purchase Payments:	Not permitted [after the first [12] months following the Issue Date].	Minimum Subsequent Purchase Payment:	[\$50]
Maximum Aggregate Purchase Payments:	[\$1,000,000]		
[Purchase Payment Bonus as of the Issue Date:	[1.00%] for Purchase Payments of [\$50,000 or more]		

The dollar amount of aggregate Purchase Payments that, as of the Issue Date, would qualify the Contract to receive a Purchase Payment Bonus, and the corresponding Purchase Payment Bonus percentage as of the Issue Date, are shown above. If you return the Contract under the "Right to Cancel" provision, the amount we return to you will not include any Purchase Payment Bonus applied.]

INTEREST CREDITING

Minimum Interest Rate: [1.55%]

The Minimum Interest Rate shown above was established on the Issue Date and will not change. It was determined by taking the 5-Year Constant Maturity Treasury Rate as of the January 31 immediately before the May 1 – April 30 annual period during which the Contract was issued, subtracting 1.25% and rounding the result to the nearest 0.05%. The Minimum Interest Rate will never be less than 1.00% and is not required to be more than 3.00%.

SCHEDULE, continued

INTEREST CREDITING, continued

**Declared Interest Rate
on the Issue Date:** [3.00%]

Initial Interest Rate Period: [3 years]

**[Interest Rate Bonus
as of the Issue Date:** [1.00%]

An Interest Rate Bonus is interest that is credited daily, in addition to interest credited pursuant to the declared interest rate, at a rate that when compounded yields an annual effective interest rate equal to the Interest Rate Bonus rate. The applicability and amount of any Interest Rate Bonus may vary from time to time. Any applicable Interest Rate Bonus will apply to a Purchase Payment for [12] months from the date that Purchase Payment is applied to the Contract.]

WITHDRAWAL CHARGES

Penalty-Free Amount: [(a) multiplied by (b), where:
(a) is the Cumulative Free Withdrawal Percentage (CFWP) as of the date the withdrawal is processed; and
(b) is the Contract Value as of the date the withdrawal is processed.

The Cumulative Free Withdrawal Percentage ("CFWP") is [10%] on the Issue Date. It will increase [10%] on each Anniversary, up to a maximum CFWP of [60%]. Each partial withdrawal during the withdrawal charge period reduces the CFWP remaining after that withdrawal by the ratio of the partial withdrawal to the Contract Value as of the date the withdrawal is processed.

The Penalty-Free Amount will not be less than zero.]

Withdrawal Charge Period: [10 years]

Withdrawal Charge Table

Number of Complete Years Elapsed <u>Since the Issue Date</u>	Withdrawal Charge <u>Percentage</u>
[Less than 1 year	10.0%
1 year	9.0%
2 years	8.0%
3 years	7.0%
4 years	6.0%
5 years	5.0%
6 years	4.0%
7 years	3.0%
8 years	2.0%
9 years	1.0%
10 years or more	0.0%]

SCHEDULE

Contract Number:	[0008853]	Plan Type:	[Non-Qualified]
Issue Date:	[08/01/2008]	Annuity Date:	[03/04/2069]
Primary Owner:	[John Doe]	Primary Owner Date of Birth (or Trust Inception Date):	[03/04/1968]
Joint Owner:	[John Doe]	Joint Owner Date of Birth:	[]
Annuitant:	[John Doe]	Annuitant Date of Birth:	[03/04/1968]
		Annuitant Gender:	[Male]
Agent:	[]		

PURCHASE PAYMENTS

Initial Purchase Payment:	[\$5,000]	Minimum Initial Purchase Payment:	[\$5,000]
Subsequent Purchase Payments:	Not permitted [after the first [12] months following the Issue Date].	Minimum Subsequent Purchase Payment:	[\$50]
Maximum Aggregate Purchase Payments:	[\$1,000,000]		
[Purchase Payment Bonus as of the Issue Date:	[1.00%] for Purchase Payments of [\$50,000 or more]		

The dollar amount of aggregate Purchase Payments that, as of the Issue Date, would qualify the Contract to receive a Purchase Payment Bonus, and the corresponding Purchase Payment Bonus percentage as of the Issue Date, are shown above. If you return the Contract under the "Right to Cancel" provision, the amount we return to you will not include any Purchase Payment Bonus applied.]

INTEREST CREDITING

Minimum Interest Rate on the Issue Date: [1.55%]

The Minimum Interest Rate shown above is the Minimum Interest Rate in effect on the Issue Date. It will be re-determined as of each Subsequent Effective Date, if one is established. If no Subsequent Effective Date is established, the Minimum Interest Rate shown above will not change.

The Minimum Interest Rate is determined as of January 31 each calendar year by taking the 5-Year Constant Maturity Treasury Rate on that date, subtracting 1.25% and rounding the result to the nearest 0.05%. The Minimum Interest Rate will never be less than 1.00% and is not required to be more than 3.00%.

The Minimum Interest Rate thus determined applies to Contracts with Issue Dates (or, if established, Subsequent Effective Dates) that occur during the May 1 – April 30 annual period immediately following each January 31 determination date.

SCHEDULE, continued

INTEREST CREDITING, continued

**Declared Interest Rate
on the Issue Date:** [3.00%]

Initial Interest Rate Period: [3 years]

**[Interest Rate Bonus
as of the Issue Date:** [1.00%]

An Interest Rate Bonus is interest that is credited daily, in addition to interest credited pursuant to the declared interest rate, at a rate that when compounded yields an annual effective interest rate equal to the Interest Rate Bonus rate. The applicability and amount of any Interest Rate Bonus may vary from time to time. Any applicable Interest Rate Bonus will apply to a Purchase Payment for [12] months from the date that Purchase Payment is applied to the Contract.]

WITHDRAWAL CHARGES

Penalty-Free Amount: [(a) multiplied by (b), where:
(a) is the Cumulative Free Withdrawal Percentage (CFWP) as of the date the withdrawal is processed; and
(b) is the Contract Value as of the date the withdrawal is processed.

The Cumulative Free Withdrawal Percentage ("CFWP") is [10%] on the latest of the Issue Date or any Subsequent Effective Date. It will increase [10%] on each Anniversary of that date, up to a maximum CFWP of [60%]. Each partial withdrawal during a withdrawal charge period reduces the CFWP remaining after that withdrawal by the ratio of the partial withdrawal to the Contract Value as of the date the withdrawal is processed.

The Penalty-Free Amount will not be less than zero.]

Withdrawal Charge Period: [10 years]

Withdrawal Charge Table

Number of Complete Years Elapsed Since the Latest of the Issue Date or <u>Any Subsequent Effective Date</u>	Withdrawal Charge Percentage
[Less than 1 year	10.0%
1 year	9.0%
2 years	8.0%
3 years	7.0%
4 years	6.0%
5 years	5.0%
6 years	4.0%
7 years	3.0%
8 years	2.0%
9 years	1.0%
10 years or more	0.0%]

Warnings, Notices and Statements

[Arkansas, District of Columbia, Kentucky, Louisiana, Maine, New Mexico, Ohio, Pennsylvania and Tennessee Fraud Warning

- Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Colorado Fraud Warning - It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory agencies.

FLORIDA FRAUD WARNING - ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER, FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

Michigan Fraud Warning - Any person who submits an application or files a claim with intent to defraud or helps commit a fraud against an insurer, as determined by a court of competent jurisdiction, is guilty of a crime.

New Jersey Fraud Warning - Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Oklahoma Fraud Warning - WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Washington Fraud Warning - It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.]

Do you have any existing annuity contracts or life insurance policies? NO YES
If Yes, Company Name: _____
Will any existing annuity contract or life insurance policy be replaced or will values from another annuity contract or life insurance policy (through loans, surrenders or otherwise) be used to make purchase payments for the contract applied for? NO YES

NOT INSURED BY ANY GOVERNMENT AGENCY · NO BANK GUARANTEE · NOT A DEPOSIT

I/We understand this application will be part of the annuity contract. I/We have read, agree to and affirm the information above and on the reverse side to be true and correct to the best of my/our knowledge and belief. The Company will treat my/our statements as representations, not warranties. The Company may accept instructions from any Owner on behalf of all Owners.

Signed at _____
CITY STATE DATE

OWNER SIGNATURE JOINT OWNER SIGNATURE (if applicable) ANNUITANT SIGNATURE (if other than Owner)

Federal law requires the following notice: We may request or obtain additional information to establish or verify your identity.

SELLING AGENT REPORT:

Does the applicant have any existing annuity contracts or life insurance policies? NO YES
If Yes, Company Name: _____
To the best of your knowledge, will any existing annuity contract or life insurance policy be replaced or will values from another annuity contract or life insurance policy (through loans, surrenders, or otherwise) be used to make purchase payments for the contract applied for? NO YES

[Type of unexpired government-issued photo I.D. used to verify the applicant's identity? _____ # _____]

I certify that the information provided by the owner has been accurately recorded; no written sales materials other than those approved by the Company were used; and I have reasonable grounds to believe the purchase of the contract applied for is suitable for the owner.

AGENT SIGNATURE AGENT NAME PRINTED AGENT TELEPHONE NUMBER DATE

AGENCY NAME FLORIDA LICENSE# (FLORIDA CONTRACTS ONLY) AGENT STANDARD ID#

MONEY BACK GUARANTEE ENDORSEMENT

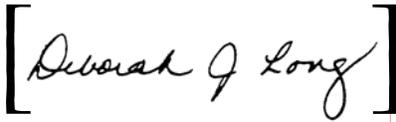
We are amending the Contract to which this endorsement is attached by adding the following provision:

Money Back Guarantee – Withdrawal charges will not be applied to the extent that they would cause the amount paid upon a full surrender of your Contract to be less than the greater of:

- a) 100% of the Purchase Payments less prior withdrawals and applicable premium tax, if any; or,
- b) 90% of the Purchase Payments less prior withdrawals, all accumulated at the Minimum Interest Rate.

Signed for the Company and made a part of the Contract as of the Issue Date.

PROTECTIVE LIFE INSURANCE COMPANY



Secretary

**WAIVER OF WITHDRAWAL CHARGE ENDORSEMENT
for Terminal Condition or Nursing Facility Confinement**

We are amending the Contract to which this endorsement is attached by adding the following provision:

Waiver of Withdrawal Charge for Terminal Condition or Nursing Facility Confinement— We will waive any applicable withdrawal charge upon a full surrender of or partial withdrawal from your Contract if after the Issue Date you or your spouse:

1. are first diagnosed as having a terminal condition by a physician who is not related to you or the Annuitant; or,
2. first enter a hospital or nursing facility and remain confined there for a period of at least thirty (30) days.

A "terminal condition" is a non-correctable medical condition that, with a reasonable degree of medical certainty, will result in your death in less than 12 months.

A "physician" is a medical doctor licensed by a state's Board of Medical Examiners, or similar authority in the United States, acting within the scope of her or his license.

For the purposes of this Waiver of Withdrawal Charge endorsement, the term 'spouse' includes bona fide domestic partners in states that afford legal recognition to same sex Civil Unions.

You must request the waiver of withdrawal charge by Written Notice and submit proof satisfactory to us of a terminal condition or nursing facility confinement. Satisfactory proof includes a statement signed by your attending physician or, in the case of hospital or nursing facility confinement, a statement signed by the facility Administrator or other duly designated facility authority.

With respect to a claim based on a terminal condition, we reserve the right to require an examination by a physician of our choice at our expense. In the event of a conflict between the medical opinions of your physician and ours, the opinion of our physician shall prevail.

Once the waiver of withdrawal charge is granted: no withdrawal charges will apply to the Contract in the future; no Subsequent Purchase Payments will be accepted; and you may not establish a Subsequent Interest Rate Period.

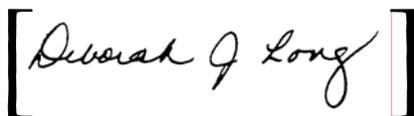
If any Owner is not an individual, the Waiver of Withdrawal Charge provisions will apply to the Annuitant and the Annuitant's spouse.

If we deny the waiver of withdrawal charge for any reason, your withdrawal will not be processed until: you have been notified of the denial; and we provide you with the opportunity to re-apply for the waiver or to withdraw your request.

Withdrawals may be taxable, and withdrawals prior to age 59 1/2 may be subject to an additional 10% federal tax penalty. Please consult your personal tax advisor for specific advice.

Signed for the Company and made a part of the Contract as of the Issue Date.

PROTECTIVE LIFE INSURANCE COMPANY



Secretary

**WAIVER OF WITHDRAWAL CHARGE ENDORSEMENT
for Unemployment**

We are amending the Contract to which this endorsement is attached by adding the following provision:

Waiver of Withdrawal Charge for Unemployment – We will waive any applicable withdrawal charge upon a full surrender of or partial withdrawal from your Contract if you or your spouse:

1. were employed on a full-time basis on the Issue Date; and,
2. have been unemployed for a period of at least 60 consecutive calendar days prior to claiming the waiver of withdrawal charge; and,
3. remain unemployed on the date the full surrender or partial withdrawal is requested.

For the purposes of this Waiver of Withdrawal Charge endorsement, the term ‘spouse’ includes bona fide domestic partners in states that afford legal recognition to same sex Civil Unions.

You must request the waiver of withdrawal charge by Written Notice and submit proof satisfactory to us that the conditions stated above have been met.

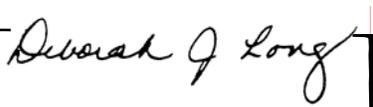
If any Owner is not an individual, the Waiver of Withdrawal Charge provisions will apply to the Annuitant and the Annuitant's spouse.

If we deny the waiver of withdrawal charge for any reason, your withdrawal will not be processed until: you have been notified of the denial; and we provide you with the opportunity to re-apply for the waiver or to withdraw your request.

Withdrawals may be taxable, and withdrawals prior to age 59 1/2 may be subject to an additional 10% federal tax penalty. Please consult your personal tax advisor for specific advice.

Signed for the Company and made a part of the Contract as of the Issue Date.

PROTECTIVE LIFE INSURANCE COMPANY


Secretary

**WAIVER OF WITHDRAWAL CHARGE ENDORSEMENT
For Certain Renewal Interest Rates**

We are amending the Contract to which this endorsement is attached by adding the following provision.
It applies only if you instructed us to apply your Contract Value to the 1-year Interest Rate Period on the latest of the Issue Date or any Subsequent Effective Date.

Waiver of Withdrawal Charge for Certain Renewal Interest Rates – We will waive any applicable withdrawal charge upon a full surrender of your Contract if any renewal interest rate we declare during the current withdrawal charge period is more than 50 basis points lower than the declared interest rate in effect on the latest of the Issue Date or any Subsequent Effective Date for the same class of Contracts.

We must receive your Written Notice requesting the full surrender and the surrendered Contract within [30] days of the date as of which that renewal interest rate first applied to your Contract.

Signed for the Company and made a part of the Contract as of the Issue Date.

PROTECTIVE LIFE INSURANCE COMPANY

[*Deborah J Long*]

Secretary

**WAIVER OF WITHDRAWAL CHARGE ENDORSEMENT
For Certain Renewal Interest Rates**

We are amending the Contract to which this endorsement is attached by adding the following provision.
It applies only if you instructed us to apply your Contract Value to the 1-year Interest Rate Period on the Issue Date.

Waiver of Withdrawal Charge for Certain Renewal Interest Rates – We will waive any applicable withdrawal charge upon a full surrender of your Contract if any renewal interest rate we declare during the current withdrawal charge period is more than 50 basis points lower than the declared interest rate in effect on the Issue Date for the same class of Contracts.

We must receive your Written Notice requesting the full surrender and the surrendered Contract within [30] days of the date as of which that renewal interest rate first applied to your Contract.

Signed for the Company and made a part of the Contract as of the Issue Date.

PROTECTIVE LIFE INSURANCE COMPANY

[*Deborah J Long*]

Secretary

SUBSEQUENT INTEREST RATE PERIOD ENDORSEMENT

We are amending the Contract to which this endorsement is attached to provide for Subsequent Interest Rate Periods, which (if elected) become effective on dates called Subsequent Effective Dates, by making the changes described below:

1. A new section entitled "**SUBSEQUENT INTEREST RATE PERIODS**" is added to the Contract and contains the provision set out below:

SUBSEQUENT INTEREST RATE PERIODS

Subsequent Interest Rate Periods – Any time after a withdrawal charge period expires you may, but are not required to, instruct us to terminate the remaining portion of any existing Interest Rate Period and apply your entire Contract Value to a Subsequent Interest Rate Period selected from among those we are offering at that time. Not less than 31 days prior to the expiration of a withdrawal charge period, we will advise you of the Subsequent Interest Rate Periods available. For the purpose of the Subsequent Interest Rate Period, your Contract Value will be treated as if it were a Purchase Payment; however, no additional Purchase Payments will be accepted. Contract Value applied to the Subsequent Interest Rate Period will earn interest at the declared interest rate then in effect and will be eligible for any enhancements applied to Contracts of the same class as of that date.

As of the Subsequent Interest Rate Period's Effective Date we will re-determine the Contract's Minimum Interest Rate and begin a new withdrawal charge period. The penalty-free amount, withdrawal charge period and withdrawal charge table will apply as described on the Schedule.

We will not establish a Subsequent Interest Rate Period if the withdrawal charge period associated with it would extend beyond the Annuity Date then in effect.

2. In the "**DEFINITIONS**" section of the Contract, the definition of "**Anniversary**" is deleted and replaced with a new definition that refers to Subsequent Effective Dates, and a definition of the new term "**Subsequent Effective Date**" is added, as set out below:

Anniversary: The same month and day as the Issue Date or a Subsequent Effective Date, if any, each year the Contract is in force.

Subsequent Effective Date: The date as of which we receive your Written Notice to apply the Contract Value to a Subsequent Interest Rate Period.

3. The second sentence of the provision entitled "**Calculating the Withdrawal Charge**" in the "**SURRENDERS AND WITHDRAWALS**" section of the Contract is deleted and replaced with a new sentence that refers to Subsequent Effective Dates, as set out below:

The withdrawal charge percentage is based on the number of complete years elapsed since the latest of the Issue Date or any Subsequent Effective Date.

Signed for the Company and made a part of the Contract as of the Issue Date.

PROTECTIVE LIFE INSURANCE COMPANY


Secretary

ENDORSEMENT SCHEDULE

Eligible Interest Rate Period(s): [1 year]

Eligibility Date: [The latest of the Issue Date or any Subsequent Effective Date.]

Threshold Rate: The interest rate which is [50] basis points lower than the declared interest rate in effect on the Eligibility Date for Contracts in the same class as your Contract.

Notice Period: [30] days from the date as of which a renewal interest rate lower than the Threshold Rate first applied to your Contract.

WAIVER OF WITHDRAWAL CHARGE ENDORSEMENT For Certain Renewal Interest Rates

We are amending the Contract to which this endorsement is attached by adding the following provision. It applies only if you instructed us to apply your Contract Value to an Eligible Interest Rate Period on the Eligibility Date.

Waiver of Withdrawal Charge for Certain Renewal Interest Rates – We will waive any applicable withdrawal charge upon a full surrender of your Contract if any renewal interest rate we declare during the current withdrawal charge period is lower than the Threshold Rate.

We must receive your Written Notice requesting the full surrender and the surrendered Contract within the Notice Period.

Signed for the Company and made a part of the Contract as of the Issue Date.

PROTECTIVE LIFE INSURANCE COMPANY

[*Deborah J Long*]

Secretary

SERFF Tracking Number: PRTA-125655387 State: Arkansas
Filing Company: Protective Life Insurance Company State Tracking Number: 39093
Company Tracking Number: PAT P-3270
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.005 Limited Flexible Premium
Variable
Product Name: Plus II
Project Name/Number: P-3270/P-3270

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 05/19/2008

Comments:

Attachments are our readability certification for all applicable forms, and multi certification for the remaining items from the above description.

Attachments:

FLESCH P-3270 wAll - SIGNED.pdf
AR MultiCert P-3270 - SIGNED.pdf

Review Status:

Satisfied -Name: Application 05/19/2008

Comments:

As the application is submitted with this filing, a copy is provided under the Form Schedule tab.

Review Status:

Satisfied -Name: Life & Annuity - Acturial Memo 05/19/2008

Comments:

Attachment is our actuarial memorandum.

Attachment:

PLICO Act Memo - Max CDSC Age 70 - Signed.pdf

Review Status:

Satisfied -Name: Statement of Variable Information 08/05/2008

Comments:

Attachment is our Statement of Variable Information for all forms submitted.

Attachment:

StmtVariables - nonCBstandard 2 - SIGNED.pdf

Review Status:

Satisfied -Name: Redlined Statement of Variability Updates 08/05/2008

Comments:

Protective Life Insurance Company

NAIC 458-68136

FEIN 63-0169720

READABILITY CERTIFICATION

Form Number	Form Title	Flesch Score
P-3270	INDIVIDUAL LIMITED FLEXIBLE PREMIUM DEFERRED FIXED ANNUITY	54
P-1405	Application for FIXED DEFERRED ANNUITY	54
P-9372	MONEY BACK GUARANTEE ENDORSEMENT	62
P-9373	WAIVER OF WITHDRAWAL CHARGE ENDORSEMENT for Terminal Condition or Nursing Facility Confinement	51
P-9374	WAIVER OF WITHDRAWAL CHARGE ENDORSEMENT for Unemployment	55
P-9375	WAIVER OF WITHDRAWAL CHARGE ENDORSEMENT for Certain Renewal Interest Rates	57
P-9376	WAIVER OF WITHDRAWAL CHARGE ENDORSEMENT for Certain Renewal Interest Rates	61
P-9377	SUBSEQUENT INTEREST RATE PERIOD ENDORSEMENT	51

This is to certify that the forms listed in the above table (and the corresponding state variations) have achieved the required Flesch Reading Ease Test scores and comply with all applicable requirements.

Marc E. Cavadel, J.D., FLMI, AIRC, AAPA
AVP – Product Development
Protective Life Insurance Company

April 28, 2008

Date

Protective Life Insurance Company

NAIC 458-68136

FEIN 63-0169720

ARKANSAS CERTIFICATION

This is to certify that the Company complies with:

Arkansas Insurance Department Rule and Regulation 19 requirements regarding Unfair Sex Discrimination in the Sale of Insurance;

Arkansas Insurance Department Rule and Regulation 49 requirements for a Guaranty Association Notice; and

Arkansas Code Ann. 23-79-138 requirements for a Consumer Notice.

Marc E. Cavadel, J.D., FLMI, AIRC, AAPA
AVP – Product Development
Protective Life Insurance Company

May 19, 2008

Date

PROTECTIVE LIFE INSURANCE COMPANY

ACTUARIAL MEMORANDUM

Fixed Deferred Annuity Contract

Individual Contract: P-3270 form series (and state variations)

DESCRIPTION OF THE CONTRACTS

The P-3270 form series is a fixed deferred annuity contract chassis available in both the qualified and non-qualified markets. Generally, it will be sold as a single premium deferred annuity. Depending upon the plan of insurance being offered additional purchase payments may be accepted, but will never be required. No deductions are taken from the purchase payments before they are applied to the contract other than required premium taxes, if any. All purchase payments will be part of the company's general account.

The minimum initial purchase payment necessary to issue a contract will not be less than \$2,000 nor more than \$10,000 and will vary by plan of insurance. The maximum aggregate purchase payment we will accept is \$1,000,000 without prior home office approval. The owner allocates purchase payment(s) to one interest rate period selected from among those available at that time. Interest rate periods from 1 to 10 years may be offered, but all interest rate periods may not be available at all times. Issue ages are 0 – 85 (18 -85 for qualified plans) and the contract must mature no later than the oldest owner's or annuitant's 96th birthday.

Partial withdrawals and full surrenders of the contract are permitted at or prior to maturity. The contract value immediately following any partial withdrawal must equal the minimum amount required to purchase a contract. During a withdrawal charge period, a withdrawal charge will apply to full and partial withdrawals in excess of the penalty free amount.

The contract provides a death benefit equal to the contract value if an owner dies before the income payments begin.

INTEREST CREDITING

Interest Rates. We declare the annual effective interest rates from time to time, but will never declare a rate that is less than the minimum interest rate.

The minimum interest rate is equal to the interest rate used to calculate non-forfeiture values under the Standard Non-Forfeiture Law for Individual Deferred Annuities and applicable regulations. It is determined by taking the 5-Year Constant Maturity Treasury Rate as of January 31 of each calendar year, subtracting 1.25% and rounding the result to the nearest 0.05%. The non-forfeiture interest rate will never be less than 1.00% nor greater than 3.00%. The non-forfeiture interest rate will be effective from May 1 of the calendar year in which the rate is determined through April 30 of the following calendar year, and will apply to contracts issued as well as any subsequent interest rate periods that are established during that period.

For the annual period beginning May 1, 2008 and ending on April 30, 2009, the non-forfeiture interest rate is equal to 1.55%. It was determined by taking the 5-year CMT as of January 31, 2008 (2.82%), subtracting 1.25% and rounding to the nearest 0.05% for a result of 1.55%.

The declared interest rate for each purchase payment is guaranteed for the duration of the interest rate period beginning on the date it is applied to the contract. After an interest rate period expires, renewal interest rates are guaranteed for 12 months. We reserve the right to declare different interest rates for different classes of the contract. The distinctions between classes will have a sound actuarial basis. The class criteria will be equitable and will be applied uniformly to all contracts.

Interest Rate Bonus. From time to time, we may declare an interest rate bonus that will be added to the declared interest for some period after the purchase payment is applied to the contract. When offered, the interest rate bonus will not be less than 0.25% nor more than 10.00% and will be applied uniformly to all contracts of the same class issued during the same period.

Purchase Payment Bonus. From time to time, we may declare a bonus that will be added to purchase payments at the time they are credited to the contract. When offered, the purchase payment bonus will not be less than 0.25% nor more than 6.00% and will be applied uniformly to all contracts of the same class issued during the same period.

CASH VALUE DISCUSSION

Withdrawal Charges and Penalty Free Amount. During the withdrawal charge period, withdrawal charges apply to amounts withdrawn from the contract in excess of the penalty free amount. The withdrawal charge percentage corresponds to the number of complete years elapsed since the beginning of the withdrawal charge period. Different plans of insurance may have different withdrawal charge periods, but in no case will the withdrawal charge percentage in a contract year exceed the maximums shown below.

Complete Years Elapsed Since the Withdrawal Charge Period Began	Maximum Withdrawal Charge Percentage
0	10%
1	9%
2	8%
3	7%
4	6%
5	5%
6	4%
7	3%
8	2%
9	1%
10+	0%

The penalty free amount available each contract year will vary according to the plan of insurance issued, but will never be less than cumulative earnings.

Subsequent Interest Rate Periods. Some plans of insurance may be issued with a Subsequent Interest Rate Period endorsement. If the product offered includes this endorsement, anytime after a withdrawal charge period expires, the owner may – but is not required to – apply the current contract value to a subsequent interest rate period selected from among those available at that time.

The contract value applied to a subsequent interest rate period will be treated as a new purchase payment for the purpose of determining cash and surrender values. As of the effective date of the subsequent interest rate period, we will: a) re-determine the contract's minimum interest rate; b) establish a new withdrawal charge period based on the withdrawal charge table guaranteed when the contract was issued; c) reset the annual penalty free amount using the penalty free amount formula guaranteed when the contract was issued; and d) credit interest and apply any applicable interest rate and purchase payment bonuses in effect on that date for that class of contracts.

Demonstration of Non-Forfeiture Compliance. A non-forfeiture compliance demonstration using the maximum withdrawal charge percentages, minimum penalty free amount and the current non-forfeiture interest rate of 1.55% is attached. The demonstration applies both to new issues of the contract and for any subsequent interest rate periods established.

Cash accumulation and surrender values equal or exceed the minimum required under all possible scenarios. As proof:

- a) the declared interest rate equals or exceeds the interest rate used to calculate minimum non-forfeiture values for individual deferred fixed annuities; and,
- b) withdrawal charge percentages never exceed the maximum permitted under applicable law and regulation; and,
- c) no transaction charges or annual fees are deducted from the contract value at any time.

RESERVE DISCUSSION

Statutory reserves for the P-3270 form series will be established using the Commissioners Annuity Reserve Valuation Method (CARVM), the standard for deferred annuities. The CARVM reserve will be calculated by projecting guaranteed future benefits, and discounting the future benefits at the statutory maximum valuation interest rate for type C annuity contracts, using an issue year approach. Contract reserves will be held in the general account and will not be less than the contract's surrender value.

Submitted on behalf of Protective Life Insurance Company by:



Leslie D. Self, FSA, MAAA
2nd Vice-President – Annuity Pricing Actuary
Protective Life Insurance Company
May 1, 2008

Comparison of Actual to Allowed Surrender Values

Fixed Deferred Annuity

	<u>Actual</u>	<u>Allowed</u>		Actual: Surrender Charge			
Initial Fee:	\$0.00	\$0.00		1	10.00%	Penalty Free:	1.55%
Payment Fee:	\$0.00	\$0.00		2	9.00%	Age:	70
Payment per year	12	12		3	8.00%	Year of Flex prem:	1
Annual Fee:	\$0.00	\$50.00		4	7.00%	Years to Maturity	10
Transfer Fee:	\$0.00	\$0.00		5	6.00%	Mat Val=AV(1 yes, 0 no):	1
Number Transfers per Year:	0	0		6	5.00%	Maturity age	80
5 year CMT:	1/31/2008			7	4.00%	Min duration	10
Spread				8	3.00%		
Fund Performance:	1.55%	1.55%		9	2.00%		
				10	1.00%		
				11	0.00%		

Retrospective Test

Year	Age	Gross Payment	<u>Actual</u>				<u>Allowed</u>				Surrender Value, Actual less Allowed				
			Expense Load	Net Payments	Beginning Account Value	Ending Account Value	Expense Load	Net Payments	Beginning Account Value	Ending Account Value					
1	70	5,000	0.00%	5,000	5,000	0	5,078	5,000	12.50%	4,375	4,375	50	4,392	4,375	625
2	71	0	0.00%	0	5,078	0	5,156	5,000	12.50%	0	4,392	50	4,409	4,392	608
3	72	0	0.00%	0	5,156	0	5,236	5,000	12.50%	0	4,409	50	4,427	4,409	591
4	73	0	0.00%	0	5,236	0	5,317	5,000	12.50%	0	4,427	50	4,445	4,427	573
5	74	0	0.00%	0	5,317	0	5,400	5,023	12.50%	0	4,445	50	4,463	4,445	578
6	75	0	0.00%	0	5,400	0	5,483	5,155	12.50%	0	4,463	50	4,481	4,463	692
7	76	0	0.00%	0	5,483	0	5,568	5,288	12.50%	0	4,481	50	4,500	4,481	807
8	77	0	0.00%	0	5,568	0	5,655	5,422	12.50%	0	4,500	50	4,519	4,500	922
9	78	0	0.00%	0	5,655	0	5,742	5,557	12.50%	0	4,519	50	4,538	4,519	1,038
10	79	0	0.00%	0	5,742	0	5,831	5,694	12.50%	0	4,538	50	4,558	4,538	1,156
11	80	0	0.00%	0	5,831	0	5,922	5,831	12.50%	0	4,558	50	4,578	4,558	1,274

- This comparison assumes all payments are made at the beginning of each year and all charges are made at the end of each year.

Prospective Test

Year	Age	Beginning Surrender Value, Actual	Projected Maturity Value *	Beginning Surrender Value, Allowed**	Surrender Value, Actual less Allowed
2	71	5,000	5,831	4,649	351
3	72	5,000	5,831	4,767	233
4	73	5,000	5,831	4,889	111
5	74	5,023	5,831	5,014	9
6	75	5,155	5,831	5,142	13
7	76	5,288	5,831	5,273	15
8	77	5,422	5,831	5,407	15
9	78	5,557	5,831	5,545	12
10	79	5,694	5,831	5,686	7
11	80	5,831	5,831	5,831	0

* Beginning account value projected to the end of the maturity using the Guaranteed rate.

** Projected Maturity value discounted back using the Guaranteed rate plus 1.0%.

**STATEMENT OF VARIABILITY
FOR
LIMITED FLEXIBLE PREMIUM DEFERRED FIXED ANNUITY CONTRACT**

Form Number Series:

P-1405 Application

P-3270 Contract

**3270P-SY Schedule (with Subsequent Interest Rate Period)
3270P-SN Schedule (without Subsequent Interest Rate Period)**

P-9372 Endorsement (Money Back Guarantee)

P-9373 Endorsement (CDSC Waiver – Terminal Condition / Nursing Facility)

P-9374 Endorsement (CDSC Waiver – Unemployment)

P-9377 Endorsement (Subsequent Interest Rate Period)

P-9378 Endorsement (CDSC Waiver – Renewal)

and State Variations Thereof

June 12, 2008

Designation of Variables

Variables are denoted by use of [square brackets].

General Variables

1. The appearance of the forms may vary in a non-material fashion depending upon factors including, but not limited to: changes in print vendor, software or hardware configurations; typeface, style and font attributes, *but not font size*; paper stock and weight; and, the presence or absence of color and shading.
2. Company administrative office addresses and phone numbers, and company officer names and signatures.
3. Items customarily varied according to the specific plan of insurance. These are items appearing on the Schedule and include: contract number; plan type; issue date; annuity date; owners' and annuitant's name(s) and date(s) of birth; annuitant's gender; and initial purchase payment amount.
4. The page numbering scheme may be varied to adjust for revisions to the text.
5. Bracketed numbers within the text may be varied in accordance with applicable state statutory requirements and this Statement of Variability.
6. Benefit selection may vary by plan of insurance.
7. No variables will change with respect to in-force contracts without notification, appropriate regulatory approvals, and (where required) consent of the owner.

Specific Variables

APPLICATION (P-1405 and state variations)

Page 1:

[Notice for Applicants]

Notices required by state law. Will only vary according to state statutory changes. States listed and the specific wording of the notices will be updated according to changes in state law.

INITIAL PURCHASE PAYMENT (minimum [\$2,000 - \$10,000])

Minimum purchase payment required for contract issue. Will not be less than \$2,000 nor more than \$10,000, and may be different for qualified and non-qualified plans.

[INTEREST RATE PERIOD: Please designate only one period. [___1 Year Interest Rate Period...]]
Initial period of time during which the initial declared interest rate is guaranteed. The Interest Rate Period section will not appear if the plan does not offer a choice of interest rate periods. If a choice is offered, periods available will not be less than 1 year nor more than 10 years. Not all interest rate periods will be available at all times.

[Product Name]
Marketing name for plan of insurance (appears in lower right footer). Will vary according to marketing name used for plan of insurance described in application.

Page 2:

Warnings, Notices, and Statements [text of notices]
Notices required by state law. Will only vary according to state statutory changes. States listed and the specific wording of the notices will be updated according to changes in state law.

[Type of unexpired government-issued photo I.D. used to verify the applicant's identity? ___ #___]
Agent question regarding type of government I.D. used to verify applicant's identity. This question will not appear for distributors that have an existing acceptable suitability and identity verification process. For distributors that do not have such a process, we will require this information to be provided.

CONTRACT (P-3270 and state variations)

You may cancel this Contract within [10] days after you receive it.... (in "Right to Cancel" provision on face page)

Number of days granted for owner to cancel contract and have purchase payments returned. Varies based on state where contract issued for delivery, owner's age on issue date, and contract's replacement status. Will not be less than the minimum number of days required by state law.

The guaranteed interest basis for fixed income payments is [1.5%]. (in "Guaranteed Purchase Rates" provision in "ANNUITIZATION" section on contract page 8)

Minimum guaranteed interest basis for fixed income payments upon annuitization. Will not be less than 1.0% nor more than 3.0%.

The mortality basis is [the Annuity 2000 Mortality Table projected 6 years using the annual projection factors associated with the 1983 Individual Annuitant Mortality Table]. One year will be deducted from the attained age of the Annuitant for every [3] completed years beyond the year [2006]. (in "Guaranteed Purchase Rates" provision in "ANNUITIZATION" section on contract page 8)

Mortality basis for determining minimum guaranteed purchase rates upon annuitization. The company will use the current annuitant mortality tables as adopted by the NAIC and the American Academy of Actuaries with appropriate projection factors to accommodate anticipated increases in annuitant life expectancies.

Fixed Annuity Tables (on contract page 8)

Option A Table, Monthly Payment [rates]

Option B Table, Life Only Male or Female, Life w 10Yr Certain Male or Female [rates]

Minimum fixed monthly annuity payment rates for each \$1,000 applied. Rates currently displayed in contract use a guaranteed interest basis of 1.5%. Will vary as needed to reflect any change in the guaranteed interest basis pursuant to "Guaranteed Purchase Rates" provision in "ANNUITIZATION" section on contract page 8.

SCHEDULE (3270P-SY, 3270P-SN, and state variations)

PURCHASE PAYMENTS SECTION

Minimum Initial Purchase Payment: [\$5,000]

Minimum purchase payment required for contract issue. Will not be less than \$2,000 nor more than \$10,000, and may be different for qualified and non-qualified plans.

Subsequent Purchase Payments: Not permitted [after the first [12] months following the Issue Date].
Limitation on time period following contract issue during which subsequent purchase payments are permitted. If subsequent purchase payments are permitted, time period will not be greater than 10 years.

Minimum Subsequent Purchase Payment: [\$50]

Minimum amount of each subsequent purchase payment. If subsequent purchase payments are permitted, will be \$50; if not permitted, will be "N/A".

Maximum Aggregate Purchase Payments: [\$1,000,000]

Maximum combined amount of all purchase payments. Will not be less than \$500,000 nor more than \$1,000,000.

[Purchase Payment Bonus as of the Issue Date: [1.00%] for Purchase Payments of [\$50,000 or more]

The dollar amount of aggregate Purchase Payments that, as of the Issue Date, would qualify the Contract to receive a Purchase Payment Bonus, and the corresponding Purchase Payment Bonus percentage as of the Issue Date, are shown above. If you return the Contract under the "Right to Cancel" provision, the amount we return to you will not include any Purchase Payment Bonus applied.]

The Purchase Payment Bonus section will appear on the Schedule only if the Purchase Payment Bonus is offered. If the section appears: (1) The percentage equivalent of the amount the company adds to the contract value (based on the amount of the purchase payment) may vary, but will not be less than 0.25% nor more than 6.00%. (2) The dollar amount of the purchase payments required to qualify for the specified percentage may vary, but will not be less than the minimum permitted initial purchase payment, nor more than the maximum permitted aggregate purchase payments. (3) There may be different percentage bonuses for different ranges of purchase payments.

INTEREST CREDITING SECTION

Minimum Interest Rate on the Issue Date: [1.55%]

Equal to the minimum interest rate used to calculate non-forfeiture values for the annual period during which the contract is issued. Will not be less than 1.00% nor more than 3.00%.

FOR SCHEDULE 3270P-SY: *Will never be re-determined for in-force contracts unless the contract owner establishes a subsequent interest rate period.*

FOR SCHEDULE 3270P-SN: *Will never be re-determined for in-force contracts.*

Declared Interest Rate on the Issue Date: [3.00%]

The interest rate (not including the interest rate bonus, if any) declared by the company as of the issue date and guaranteed for the initial purchase payment for the duration of the initial interest rate period. Will not be less than the minimum interest rate as of the issue date.

Initial Interest Rate Period: [3 years]

Initial period of time during which the declared interest rate for any purchase payment is guaranteed. Will not be less than 1 year nor more than 10 years and, if the plan offers a choice of interest rate periods at time of application, will reflect the applicant's choice as selected on the application.

[Interest Rate Bonus as of the Issue Date: [1.00%]

An Interest Rate Bonus is interest that is credited daily, in addition to interest credited pursuant to the declared interest rate, at a rate that when compounded yields an annual effective interest rate equal to the Interest Rate Bonus rate. The applicability and amount of any Interest Rate Bonus may vary from time to time. Any applicable Interest Rate Bonus will apply to a Purchase Payment for [12] months from the date that Purchase Payment is applied to the Contract.]

The Interest Rate Bonus section will appear on the Schedule only if an interest rate bonus applies to the contract as of the issue date. If the section appears: (1) The interest rate percentage will not be less than 0.25% nor more than 10.00%. (2) The time period during which the interest rate bonus applies will not be less than 12 months nor more than 72 months.

WITHDRAWAL CHARGES SECTION FOR SCHEDULE 3270P-SY

Penalty-Free Amount: [text describing method of calculating penalty-free amount]

The allowance for partial penalty-free withdrawals may vary by plan of insurance, but will be calculated according to one of the four methods described in the text blocks below. Will never change for in-force contracts. In Method 1, the initial CFWP, and the amount it will increase annually, will not be less than 5% nor more than 25%; and the maximum CFWP will not be less than 10% nor more than 100%. In Methods 2 and 3, the listed percentage will not be less than 5% nor more than 25%.

Method 1

["(a) multiplied by (b), where:

(a) is the Cumulative Free Withdrawal Percentage (CFWP) as of the date the withdrawal is processed; and

(b) is the Contract Value as of the date the withdrawal is processed.

The Cumulative Free Withdrawal Percentage ("CFWP") is [10%] on the latest of the Issue Date or any Subsequent Effective Date. It will increase [10%] on each Anniversary of that date, up to a maximum CFWP of [60%]. Each partial withdrawal during a withdrawal charge period reduces the CFWP remaining after that withdrawal by the ratio of the partial withdrawal to the Contract Value as of the date the withdrawal is processed. The Penalty-Free Amount will not be less than zero."]

Method 2

["(a) multiplied by (b), where:

(a) is the Free Withdrawal Percentage (FWP) as of the date the withdrawal is processed; and

(b) is the Contract Value as of the date the withdrawal is processed.

The Free Withdrawal Percentage ("FWP") is [10%] on the latest of the Issue Date, any Subsequent Effective Date, or any Anniversary. Each partial withdrawal during the 12-month period beginning on that date reduces the FWP remaining after that withdrawal by the ratio of the partial withdrawal to the Contract Value as of the date the withdrawal is processed. The Penalty-Free Amount will not be less than zero."]

Method 3

["[10%] of the Contract Value as of the latest of the Issue Date, any Subsequent Effective Date, or any Anniversary, and not previously withdrawn since that date."]

Method 4

["Interest credited to the Contract since the latest of the Issue Date or any Subsequent Effective Date, and not previously withdrawn."]

Withdrawal Charge Period: [10 years]

Number of years during which withdrawal charges apply, as measured from the latest of the issue date or any subsequent effective date (if the owner establishes a subsequent interest rate period). Will not be longer than 10 years from the latest of the issue date or any subsequent effective date. Will never change for in-force contracts.

Withdrawal Charge Table:

Number of Complete Years Elapsed Since the Latest of the Issue Date or Any Subsequent Effective Date	Withdrawal Charge Percentage
[Less than 1 year	10.0%
1 year	9.0%
2 years	8.0%
3 years	7.0%
4 years	6.0%
5 years	5.0%
6 years	4.0%
7 years	3.0%
8 years	2.0%
9 years	1.0%
10 years or more	0.0%]

May vary by plan of insurance but will not be longer in duration than 10 years from the latest of the issue date or any subsequent effective date (if the owner establishes a subsequent interest rate period), and will not be higher for any one-year period than the percentage associated with that one-year period as displayed in the table above. Will never change for in-force contracts.

WITHDRAWAL CHARGES SECTION FOR SCHEDULE 3270P-SN

Penalty-Free Amount: [text describing method of calculating penalty-free amount]

The allowance for partial penalty-free withdrawals may vary by plan of insurance, but will be calculated according to one of the four methods described in the text blocks below. Will never change for in-force contracts. In Method 1, the initial CFWP, and the amount it will increase annually, will not be less than 5% nor more than 25%; and the maximum CFWP will not be less than 10% nor more than 100%. In Methods 2 and 3, the listed percentage will not be less than 5% nor more than 25%.

Method 1

[“(a) multiplied by (b), where:

(a) is the Cumulative Free Withdrawal Percentage (CFWP) as of the date the withdrawal is processed;
and

(b) is the Contract Value as of the date the withdrawal is processed.

The Cumulative Free Withdrawal Percentage (“CFWP”) is [10%] on the Issue Date. It will increase [10%] on each Anniversary, up to a maximum CFWP of [60%]. Each partial withdrawal during the withdrawal charge period reduces the CFWP remaining after that withdrawal by the ratio of the partial withdrawal to the Contract Value as of the date the withdrawal is processed. The Penalty-Free Amount will not be less than zero.”]

Method 2

[“(a) multiplied by (b), where:

(a) is the Free Withdrawal Percentage (FWP) as of the date the withdrawal is processed; and

(b) is the Contract Value as of the date the withdrawal is processed.

The Free Withdrawal Percentage (“FWP”) is [10%] on the later of the Issue Date or the most recent Anniversary. Each partial withdrawal during the 12-month period beginning on that date reduces the FWP remaining after that withdrawal by the ratio of the partial withdrawal to the Contract Value as of the date the withdrawal is processed. The Penalty-Free Amount will not be less than zero.”]

Method 3

[“[10%] of the Contract Value as of the later of the Issue Date or the most recent Anniversary, and not previously withdrawn since that date.”]

Method 4

[“Interest credited to the Contract since the Issue Date, and not previously withdrawn.”]

Withdrawal Charge Period: [10 years]

Number of years during which withdrawal charges apply, as measured from the issue date. Will not be longer than 10 years from the issue date. Will never change for in-force contracts.

Withdrawal Charge Table:

<u>Number of Complete Years Elapsed Since the Issue Date</u>	<u>Withdrawal Charge Percentage</u>
[Less than 1 year	10.0%
1 year	9.0%
2 years	8.0%
3 years	7.0%
4 years	6.0%
5 years	5.0%
6 years	4.0%
7 years	3.0%
8 years	2.0%
9 years	1.0%
10 years or more	0.0%]

May vary by plan of insurance but will not be longer in duration than 10 years from the issue date, and will not be higher for any one-year period than the percentage associated with that one-year period as displayed in the table above. Will never change for in-force contracts.

ENDORSEMENT (Money-Back Guarantee) (P-9372 and state variations)

No variables other than as indicated in General Variables.

ENDORSEMENT (CDSC Waiver – Terminal Condition / Nursing Facility) (P-9373 and state variations)

No variables other than as indicated in General Variables.

ENDORSEMENT (CDSC Waiver – Unemployment) (P-9374 and state variations)

No variables other than as indicated in General Variables.

ENDORSEMENT (CDSC Waiver – Renewal) (P-9378 and state variations)

ENDORSEMENT SCHEDULE

Eligible Interest Rate Period(s): [1 year]

The interest rate period or periods to which contract value must be applied in order for the waiver to be available. The duration of each listed interest rate period will not be less than 1 year nor more than 10 years. If the plan offers a choice of interest rate periods at time of application, the listed interest rate period(s) will be one or more of those offered at that time.

Eligibility Date: [text describing the eligibility date]

The date as of which contract value must be applied to an eligible interest rate period in order for the waiver to be available. May vary by plan of insurance, but will be described using one of the text blocks below.

Text Block 1

["The Issue Date."]

Text Block 2

["The latest of the Issue Date or any Subsequent Effective Date."]

Threshold Rate: The interest rate which is [50] basis points lower than the declared interest rate in effect on the Eligibility Date for Contracts in the same class as your Contract.

The number of basis points below which the renewal interest rate must drop (as compared to the declared interest rate on the eligibility date) in order for the waiver to be available. Will not be less than 10 basis points nor more than 100 basis points.

Notice Period: [30] days from the date as of which a renewal interest rate lower than the Threshold Rate first applied to your Contract.

Time period within which we must receive written notice requesting surrender in order for the waiver to apply. Will not be shorter than 30 days nor longer than 45 days.

ENDORSEMENT (Subsequent Interest Rate Period) (P-9377 and state variations)

No variables other than as indicated in General Variables.

I certify that the variable data fields contained within the submitted forms will not be populated with any data other than that which is included in the parameters contained in this Statement of Variability.

Signed on behalf of the company by:

Marc E. Cavadel, J.D., FLMI, AIRC
AVP – Product Development
Protective Life Insurance Company

June 12, 2008

SCHEDULE (3270P-SY, 3270P-SN, and state variations)

PURCHASE PAYMENTS SECTION

Minimum Initial Purchase Payment: [\$5,000]

Minimum purchase payment required for contract issue. Will not be less than \$2,000 nor more than \$10,000, and may be different for qualified and non-qualified plans.

Subsequent Purchase Payments: Not permitted [after the first [12] months following the Issue Date].

Limitation on time period following contract issue during which subsequent purchase payments are permitted. If subsequent purchase payments are permitted, time period will not be greater than 10 years.

Minimum Subsequent Purchase Payment: [\$50]

Minimum amount of each subsequent purchase payment. If subsequent purchase payments are permitted, will be \$50; if not permitted, will be "N/A".

Maximum Aggregate Purchase Payments: [\$1,000,000]

Maximum combined amount of all purchase payments. Will not be less than \$500,000 nor more than \$1,000,000.

[Purchase Payment Bonus as of the Issue Date: [1.00%] for Purchase Payments of [\$50,000 or more]

[The dollar amount of aggregate Purchase Payments that, as of the Issue Date, would qualify the Contract to receive a Purchase Payment Bonus, and the corresponding Purchase Payment Bonus percentage as of the Issue Date, are shown above. If you return the Contract under the "Right to Cancel" provision, the amount we return to you will not include any Purchase Payment Bonus applied.]

The Purchase Payment Bonus section will appear on the Schedule only if the Purchase Payment Bonus is offered. If the section appears: (1) The percentage equivalent of the amount the company adds to the contract value (based on the amount of the purchase payment) may vary, but will not be less than 0.25% nor more than 6.00%. (2) The dollar amount of the purchase payments required to qualify for the specified percentage may vary, but will not be less than the minimum permitted initial purchase payment, nor more than the maximum permitted aggregate purchase payments. (3) There may be different percentage bonuses for different ranges of purchase payments.

INTEREST CREDITING SECTION

Minimum Interest Rate on the Issue Date: [1.55%]

Equal to the minimum interest rate used to calculate non-forfeiture values for the annual period during which the contract is issued. Will not be less than 1.00% nor more than 3.00%.

FOR SCHEDULE 3270P-SY: *Will never be re-determined for in-force contracts unless the contract owner establishes a subsequent interest rate period.*

FOR SCHEDULE 3270P-SN: *Will never be re-determined for in-force contracts.*

Declared Interest Rate on the Issue Date: [3.00%]

The interest rate (not including the interest rate bonus, if any) declared by the company as of the issue date and guaranteed for the initial purchase payment for the duration of the initial interest rate period. Will not be less than the minimum interest rate as of the issue date.

Initial Interest Rate Period: [3 years]

Initial period of time during which the declared interest rate for any purchase payment is guaranteed. Will not be less than 1 year nor more than 10 years and, if the plan offers a choice of interest rate periods at time of application, will reflect the applicant's choice as selected on the application.

[Interest Rate Bonus as of the Issue Date: [1.00%]

An Interest Rate Bonus is interest that is credited daily, in addition to interest credited pursuant to the declared interest rate, at a rate that when compounded yields an annual effective interest rate equal to the Interest Rate Bonus rate. The applicability and amount of any Interest Rate Bonus may vary from time to time. Any applicable Interest Rate Bonus will apply to a Purchase Payment for [12] months from the date that Purchase Payment is applied to the Contract.]

The Interest Rate Bonus section will appear on the Schedule only if an interest rate bonus applies to the contract as of the issue date. If the section appears: (1) The interest rate percentage will not be less than 0.25% nor more than 10.00%. (2) The time period during which the interest rate bonus applies will not be less than 12 months nor more than 72 months.

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WITHDRAWAL CHARGES SECTION FOR SCHEDULE 3270P-SY

Penalty-Free Amount: [text describing method of calculating penalty-free amount]

The allowance for partial penalty-free withdrawals may vary by plan of insurance, but will be calculated according to one of the four methods described in the text blocks below. Will never change for in-force contracts. In Method 1, the initial CFWP, and the amount it will increase annually, will not be less than 5% nor more than 25%; and the maximum CFWP will not be less than 10% nor more than 100%. In Methods 2 and 3, the listed percentage will not be less than 5% nor more than 25%.

Method 1

["(a) multiplied by (b), where:

- (a) is the Cumulative Free Withdrawal Percentage (CFWP) as of the date the withdrawal is processed; and
- (b) is the Contract Value as of the date the withdrawal is processed.

The Cumulative Free Withdrawal Percentage ("CFWP") is [10%] on the latest of the Issue Date or any Subsequent Effective Date. It will increase [10%] on each Anniversary of that date, up to a maximum CFWP of [60%]. Each partial withdrawal during a withdrawal charge period reduces the CFWP remaining after that withdrawal by the ratio of the partial withdrawal to the Contract Value as of the date the withdrawal is processed. The Penalty-Free Amount will not be less than zero."]

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Method 2

["(a) multiplied by (b), where:

- (a) is the Free Withdrawal Percentage (FWP) as of the date the withdrawal is processed; and
- (b) is the Contract Value as of the date the withdrawal is processed.

The Free Withdrawal Percentage ("FWP") is [10%] on the latest of the Issue Date, any Subsequent Effective Date, or any Anniversary. Each partial withdrawal during the 12-month period beginning on that date reduces the FWP remaining after that withdrawal by the ratio of the partial withdrawal to the Contract Value as of the date the withdrawal is processed. The Penalty-Free Amount will not be less than zero."]

Method 3

["[10%] of the Contract Value as of the latest of the Issue Date, any Subsequent Effective Date, or any Anniversary, and not previously withdrawn since that date."]

Method 4

["Interest credited to the Contract since the latest of the Issue Date or any Subsequent Effective Date, and not previously withdrawn."]

Withdrawal Charge Period: [10 years]

Number of years during which withdrawal charges apply, as measured from the latest of the issue date or any subsequent effective date (if the owner establishes a subsequent interest rate period). Will not be longer than 10 years from the latest of the issue date or any subsequent effective date. Will never change for in-force contracts.

Withdrawal Charge Table:

<u>Number of Complete Years Elapsed Since the Latest of the Issue Date or Any Subsequent Effective Date</u>	<u>Withdrawal Charge Percentage</u>
[Less than 1 year	10.0%
1 year	9.0%
2 years	8.0%
3 years	7.0%
4 years	6.0%
5 years	5.0%
6 years	4.0%
7 years	3.0%
8 years	2.0%
9 years	1.0%
10 years or more	0.0%]

May vary by plan of insurance but will not be longer in duration than 10 years from the latest of the issue date or any subsequent effective date (if the owner establishes a subsequent interest rate period), and will not be higher for any one-year period than the percentage associated with that one-year period as displayed in the table above. Will never change for in-force contracts.

WITHDRAWAL CHARGES SECTION FOR SCHEDULE 3270P-SN

Penalty-Free Amount: [text describing method of calculating penalty-free amount]

The allowance for partial penalty-free withdrawals may vary by plan of insurance, but will be calculated according to one of the four methods described in the text blocks below. Will never change for in-force contracts. In Method 1, the initial CFWP, and the amount it will increase annually, will not be less than 5% nor more than 25%; and the maximum CFWP will not be less than 10% nor more than 100%. In Methods 2 and 3, the listed percentage will not be less than 5% nor more than 25%.

Method 1

["(a) multiplied by (b), where:

- (a) is the Cumulative Free Withdrawal Percentage (CFWP) as of the date the withdrawal is processed; and
- (b) is the Contract Value as of the date the withdrawal is processed.

The Cumulative Free Withdrawal Percentage ("CFWP") is [10%] on the Issue Date. It will increase [10%] on each Anniversary, up to a maximum CFWP of [60%]. Each partial withdrawal during the withdrawal charge period reduces the CFWP remaining after that withdrawal by the ratio of the partial withdrawal to the Contract Value as of the date the withdrawal is processed. The Penalty-Free Amount will not be less than zero."]

Method 2

["(a) multiplied by (b), where:

- (a) is the Free Withdrawal Percentage (FWP) as of the date the withdrawal is processed; and
- (b) is the Contract Value as of the date the withdrawal is processed.

The Free Withdrawal Percentage ("FWP") is [10%] on the later of the Issue Date or the most recent Anniversary. Each partial withdrawal during the 12-month period beginning on that date reduces the FWP remaining after that withdrawal by the ratio of the partial withdrawal to the Contract Value as of the date the withdrawal is processed. The Penalty-Free Amount will not be less than zero."]

Method 3

["[10%] of the Contract Value as of the later of the Issue Date or the most recent Anniversary, and not previously withdrawn since that date."]

Method 4

["Interest credited to the Contract since the Issue Date, and not previously withdrawn."]

Withdrawal Charge Period: [10 years]

Number of years during which withdrawal charges apply, as measured from the issue date. Will not be longer than 10 years from the issue date. Will never change for in-force contracts.

Withdrawal Charge Table:

<u>Number of Complete Years Elapsed Since the Issue Date</u>	<u>Withdrawal Charge Percentage</u>
[Less than 1 year	10.0%
1 year	9.0%
2 years	8.0%
3 years	7.0%
4 years	6.0%
5 years	5.0%
6 years	4.0%
7 years	3.0%
8 years	2.0%
9 years	1.0%
10 years or more	0.0%]

May vary by plan of insurance but will not be longer in duration than 10 years from the issue date, and will not be higher for any one-year period than the percentage associated with that one-year period as displayed in the table above. Will never change for in-force contracts.

ENDORSEMENT (Money-Back Guarantee) (P-9372 and state variations)

No variables other than as indicated in General Variables.

ENDORSEMENT (CDSC Waiver – Terminal Condition / Nursing Facility) (P-9373 and state variations)

No variables other than as indicated in General Variables.

ENDORSEMENT (CDSC Waiver – Unemployment) (P-9374 and state variations)

No variables other than as indicated in General Variables.

ENDORSEMENT (CDSC Waiver – Renewal) (P-9378 and state variations)

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ENDORSEMENT SCHEDULE

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Eligible Interest Rate Period(s): [1 year]

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The interest rate period or periods to which contract value must be applied in order for the waiver to be available. The duration of each listed interest rate period will not be less than 1 year nor more than 10 years. If the plan offers a choice of interest rate periods at time of application, the listed interest rate period(s) will be one or more of those offered at that time.

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Eligibility Date: [text describing the eligibility date.]

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The date as of which contract value must be applied to an eligible interest rate period in order for the waiver to be available. May vary by plan of insurance, but will be described using one of the text blocks below.

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Text Block 1

["The Issue Date."]

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Text Block 2

["The latest of the Issue Date or any Subsequent Effective Date."]

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Threshold Rate: The interest rate which is [50] basis points lower than the declared interest rate in effect on the Eligibility Date for Contracts in the same class as your Contract.

The number of basis points below which the renewal interest rate must drop (as compared to the declared interest rate on the eligibility date) in order for the waiver to be available. Will not be less than 10 basis points nor more than 100 basis points.

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Notice Period: [30] days from the date as of which a renewal interest rate lower than the Threshold Rate first applied to your Contract.

Time period within which we must receive written notice requesting surrender in order for the waiver to apply. Will not be shorter than 30 days nor longer than 45 days.

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ENDORSEMENT (Subsequent Interest Rate Period) (P-9377 and state variations)

No variables other than as indicated in General Variables.

I certify that the variable data fields contained within the submitted forms will not be populated with any data other than that which is included in the parameters contained in this Statement of Variability.

Signed on behalf of the company by:

June X, 2008

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SERFF Tracking Number: PRTA-125655387 State: Arkansas
 Filing Company: Protective Life Insurance Company State Tracking Number: 39093
 Company Tracking Number: PAT P-3270
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.005 Limited Flexible Premium
 Variable
 Product Name: Plus II
 Project Name/Number: P-3270/P-3270

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	SCHEDULE	05/19/2008	3270P-SN Schedule.pdf
No original date	Form	SCHEDULE	05/19/2008	3270P-SY Schedule.pdf
No original date	Supporting Document	Statement of Variable Information	05/19/2008	StmntVariables - nonCBstandard - SIGNED.pdf

SCHEDULE

Contract Number:	[0008853]	Plan Type:	[Non-Qualified]
Issue Date:	[08/01/2008]	Annuity Date:	[03/04/2064]
Primary Owner:	[John Doe]	Primary Owner Date of Birth (or Trust Inception Date):	[03/04/1968]
Joint Owner:	[John Doe]	Joint Owner Date of Birth:	[]
Annuitant:	[John Doe]	Annuitant Date of Birth:	[03/04/1968]
		Annuitant Gender:	[Male]
Agent:	[]		

PURCHASE PAYMENTS

Initial Purchase Payment:	[\$5,000]	Minimum Initial Purchase Payment:	[\$5,000]
Subsequent Purchase Payments:	Not permitted [after the first [12] months following the Issue Date].	Minimum Subsequent Purchase Payment:	[\$50]
Maximum Aggregate Purchase Payments:	[\$1,000,000]		

[Purchase Payment Bonus: [1.00%] for Purchase Payments of [\$50,000 or more]

The dollar amount of aggregate Purchase Payments that would qualify the Contract to receive a Purchase Payment Bonus, and the corresponding Purchase Payment Bonus percentage, are shown above. If you return the Contract under the "Right to Cancel" provision, the amount we return to you will not include any Purchase Payment Bonus applied.]

INTEREST CREDITING

Minimum Interest Rate: [1.55%]

The Minimum Interest Rate shown above was established on the Issue Date and will not change. It was determined by taking the 5-Year Constant Maturity Treasury Rate as of the January 31 immediately before the May 1 – April 30 annual period during which the Contract was issued, subtracting 1.25% and rounding the result to the nearest 0.05%. The Minimum Interest Rate will never be less than 1.00% and is not required to be more than 3.00%.

SCHEDULE, continued

INTEREST CREDITING, continued

**Declared Interest Rate on
the Issue Date:** [3.00%]

Initial Interest Rate Period: [3 years]

[Interest Rate Bonus: [1.00%]

The Interest Rate Bonus is interest that is credited daily, in addition to interest credited pursuant to the declared interest rate, at a rate that when compounded yields an annual effective interest rate equal to the Interest Rate Bonus rate shown above. The Interest Rate Bonus will apply for [12] months from the Issue Date.]

WITHDRAWAL CHARGES

Penalty-Free Amount: [(a) multiplied by (b), where:
(a) is the Cumulative Free Withdrawal Percentage (CFWP) as of the date the withdrawal is processed; and
(b) is the Contract Value as of the date the withdrawal is processed.

The Cumulative Free Withdrawal Percentage ("CFWP") is 10% on the Issue Date. It will increase 10% on each Anniversary, up to a maximum CFWP of 60%. Each partial withdrawal during the withdrawal charge period reduces the CFWP remaining after that withdrawal by the ratio of the partial withdrawal to the Contract Value as of the date the withdrawal is processed.

The Penalty-Free Amount will not be less than zero.]

Withdrawal Charge Period: [10 years]

Withdrawal Charge Table

<u>Number of Complete Years Elapsed Since the Issue Date</u>	<u>Withdrawal Charge Percentage</u>
[Less than 1 year	10.0%
1 year	9.0%
2 years	8.0%
3 years	7.0%
4 years	6.0%
5 years	5.0%
6 years	4.0%
7 years	3.0%
8 years	2.0%
9 years	1.0%
10 years or more	0.0%]

SCHEDULE

Contract Number:	[0008853]	Plan Type:	[Non-Qualified]
Issue Date:	[08/01/2008]	Annuity Date:	[03/04/2064]
Primary Owner:	[John Doe]	Primary Owner Date of Birth (or Trust Inception Date):	[03/04/1968]
Joint Owner:	[John Doe]	Joint Owner Date of Birth:	[]
Annuitant:	[John Doe]	Annuitant Date of Birth:	[03/04/1968]
		Annuitant Gender:	[Male]
Agent:	[]		

PURCHASE PAYMENTS

Initial Purchase Payment:	[\$5,000]	Minimum Initial Purchase Payment:	[\$5,000]
Subsequent Purchase Payments:	Not permitted [after the first [12] months following the Issue Date].	Minimum Subsequent Purchase Payment:	[\$50]
Maximum Aggregate Purchase Payments:	[\$1,000,000]		

[Purchase Payment Bonus: [1.00%] for Purchase Payments of [\$50,000 or more]

The dollar amount of aggregate Purchase Payments that would qualify the Contract to receive a Purchase Payment Bonus, and the corresponding Purchase Payment Bonus percentage, are shown above. If you return the Contract under the "Right to Cancel" provision, the amount we return to you will not include any Purchase Payment Bonus applied.]

INTEREST CREDITING

Minimum Interest Rate on the Issue Date: [1.55%]

The Minimum Interest Rate shown above is the Minimum Interest Rate in effect on the Issue Date. It will be re-determined as of each Subsequent Effective Date, if one is established. If no Subsequent Effective Date is established, the Minimum Interest Rate shown above will not change.

The Minimum Interest Rate is determined as of January 31 each calendar year by taking the 5-Year Constant Maturity Treasury Rate on that date, subtracting 1.25% and rounding the result to the nearest 0.05%. The Minimum Interest Rate will never be less than 1.00% and is not required to be more than 3.00%.

The Minimum Interest Rate thus determined applies to Contracts with Issue Dates (or, if established, Subsequent Effective Dates) that occur during the May 1 – April 30 annual period immediately following each January 31 determination date.

SCHEDULE, continued

INTEREST CREDITING, continued

Declared Interest Rate on
the Issue Date: [3.00%]

Initial Interest Rate Period: [3 years]

[Interest Rate Bonus: [1.00%]

The Interest Rate Bonus is interest that is credited daily, in addition to interest credited pursuant to the declared interest rate, at a rate that when compounded yields an annual effective interest rate equal to the Interest Rate Bonus rate shown above. The Interest Rate Bonus will apply for [12] months from the Issue Date.]

WITHDRAWAL CHARGES

Penalty-Free Amount: [(a) multiplied by (b), where:
(a) is the Cumulative Free Withdrawal Percentage (CFWP) as of the date the withdrawal is processed; and
(b) is the Contract Value as of the date the withdrawal is processed.

The Cumulative Free Withdrawal Percentage ("CFWP") is 10% on the latest of the Issue Date or any Subsequent Effective Date. It will increase 10% on each Anniversary of that date, up to a maximum CFWP of 60%. Each partial withdrawal during a withdrawal charge period reduces the CFWP remaining after that withdrawal by the ratio of the partial withdrawal to the Contract Value as of the date the withdrawal is processed.

The Penalty-Free Amount will not be less than zero.]

Withdrawal Charge Period: [10 years]

Withdrawal Charge Table

Number of Complete Years Elapsed Since the Latest of the Issue Date or <u>Any Subsequent Effective Date</u>	Withdrawal Charge Percentage
[Less than 1 year	10.0%
1 year	9.0%
2 years	8.0%
3 years	7.0%
4 years	6.0%
5 years	5.0%
6 years	4.0%
7 years	3.0%
8 years	2.0%
9 years	1.0%
10 years or more	0.0%]

**STATEMENT OF VARIABILITY
FOR
LIMITED FLEXIBLE PREMIUM DEFERRED FIXED ANNUITY CONTRACT**

Form Number Series:

P-1405 Application

P-3270 Contract

**3270P-SY Schedule (with Subsequent Interest Rate Period)
3270P-SN Schedule (without Subsequent Interest Rate Period)**

P-9372 Endorsement (Money Back Guarantee)

P-9373 Endorsement (CDSC Waiver – Terminal Condition / Nursing Facility)

P-9374 Endorsement (CDSC Waiver – Unemployment)

**P-9375 Endorsement (CDSC Waiver – Renewal) (with Subsequent Interest Rate Period)
P-9376 Endorsement (CDSC Waiver – Renewal) (without Subsequent Interest Rate Period)**

P-9377 Endorsement (Subsequent Interest Rate Period)

and State Variations Thereof

May 1, 2008

Designation of Variables

Variables are denoted by use of [square brackets].

General Variables

1. The appearance of the forms may vary in a non-material fashion depending upon factors including, but not limited to: changes in print vendor, software or hardware configurations; typeface, style and font attributes, *but not font size*; paper stock and weight; and, the presence or absence of color and shading.
2. Company administrative office addresses and phone numbers, and company officer names and signatures.
3. Items customarily varied according to the specific plan of insurance. These are items appearing on the Schedule and include: contract number; plan type; issue date; annuity date; owners' and annuitant's name(s) and date(s) of birth; annuitant's gender; and initial purchase payment amount.
4. The page numbering scheme may be varied to adjust for revisions to the text.
5. Bracketed numbers within the text may be varied in accordance with applicable state statutory requirements and this Statement of Variability.
6. Benefit selection may vary by plan of insurance.
7. No variables will change with respect to in-force contracts without notification, appropriate regulatory approvals, and (where required) consent of the owner.

Specific Variables

APPLICATION (P-1405 and state variations)

Page 1:

[Notice for Applicants]

Notices required by state law. Will only vary according to state statutory changes. States listed and the specific wording of the notices will be updated according to changes in state law.

INITIAL PURCHASE PAYMENT (minimum [\$2,000 - \$10,000])

Minimum purchase payment required for contract issue. Will not be less than \$2,000 nor more than \$10,000, and may be different for qualified and non-qualified plans.

[INTEREST RATE PERIOD: Please designate only one period. [__1 Year Interest Rate Period...]]
Initial period of time during which the initial declared interest rate is guaranteed. The Interest Rate Period section will not appear if the plan does not offer a choice of interest rate periods. If a choice is offered, periods available will not be less than 1 year nor more than 10 years. Not all interest rate periods will be available at all times.

[Product Name]
Marketing name for plan of insurance (appears in lower right footer). Will vary according to marketing name used for plan of insurance described in application.

Page 2:

Warnings, Notices, and Statements [text of notices]
Notices required by state law. Will only vary according to state statutory changes. States listed and the specific wording of the notices will be updated according to changes in state law.

[Type of unexpired government-issued photo I.D. used to verify the applicant's identity? ___ #___]
Agent question regarding type of government I.D. used to verify applicant's identity. This question will not appear for distributors that have an existing acceptable suitability and identity verification process. For distributors that do not have such a process, we will require this information to be provided.

CONTRACT (P-3270 and state variations)

You may cancel this Contract within [10] days after you receive it.... (in "Right to Cancel" provision on face page)

Number of days granted for owner to cancel contract and have purchase payments returned. Varies based on state where contract issued for delivery, owner's age on issue date, and contract's replacement status. Will not be less than the minimum number of days required by state law.

The guaranteed interest basis for fixed income payments is [1.5%]. (in "Guaranteed Purchase Rates" provision in "ANNUITIZATION" section on contract page 8)

Minimum guaranteed interest basis for fixed income payments upon annuitization. Will not be less than 1.0% nor more than 3.0%.

The mortality basis is [the Annuity 2000 Mortality Table projected 6 years using the annual projection factors associated with the 1983 Individual Annuitant Mortality Table]. One year will be deducted from the attained age of the Annuitant for every [3] completed years beyond the year [2006]. (in "Guaranteed Purchase Rates" provision in "ANNUITIZATION" section on contract page 8)

Mortality basis for determining minimum guaranteed purchase rates upon annuitization. The company will use the current annuitant mortality tables as adopted by the NAIC and the American Academy of Actuaries with appropriate projection factors to accommodate anticipated increases in annuitant life expectancies.

Fixed Annuity Tables (on contract page 8)

Option A Table, Monthly Payment [rates]

Option B Table, Life Only Male or Female, Life w 10Yr Certain Male or Female [rates]

Minimum fixed monthly annuity payment rates for each \$1,000 applied. Rates currently displayed in contract use a guaranteed interest basis of 1.5%. Will vary as needed to reflect

any change in the guaranteed interest basis pursuant to "Guaranteed Purchase Rates" provision in "ANNUITIZATION" section on contract page 8.

SCHEDULE (3270P-SY, 3270P-SN, and state variations)

PURCHASE PAYMENTS SECTION

Minimum Initial Purchase Payment: [\$5,000]

Minimum purchase payment required for contract issue. Will not be less than \$2,000 nor more than \$10,000, and may be different for qualified and non-qualified plans.

Subsequent Purchase Payments: Not permitted [after the first [12] months following the Issue Date].
Limitation on time period following contract issue during which subsequent purchase payments are permitted. If subsequent purchase payments are permitted, time period will not be greater than 10 years.

Minimum Subsequent Purchase Payment: [\$50]

Minimum amount of each subsequent purchase payment. If subsequent purchase payments are permitted, will be \$50; if not permitted, will be "N/A".

Maximum Aggregate Purchase Payments: [\$1,000,000]

Maximum combined amount of all purchase payments. Will not be less than \$500,000 nor more than \$1,000,000.

[Purchase Payment Bonus: [1.00%] for Purchase Payments of [\$50,000 or more]

The dollar amount of aggregate Purchase Payments that would qualify the Contract to receive a Purchase Payment Bonus, and the corresponding Purchase Payment Bonus percentage, are shown above. If you return the Contract under the "Right to Cancel" provision, the amount we return to you will not include any Purchase Payment Bonus applied.]

The Purchase Payment Bonus section will appear on the Schedule only if the Purchase Payment Bonus is offered. If the section appears: (1) The percentage equivalent of the amount the company adds to the contract value (based on the amount of the purchase payment) may vary, but will not be less than 0.25% nor more than 6.00%. (2) The dollar amount of the purchase payments required to qualify for the specified percentage may vary, but will not be less than the minimum permitted initial purchase payment, nor more than the maximum permitted aggregate purchase payments. (3) There may be different percentage bonuses for different ranges of purchase payments.

INTEREST CREDITING SECTION

Minimum Interest Rate on the Issue Date: [1.55%]

Equal to the minimum interest rate used to calculate non-forfeiture values for the annual period during which the contract is issued. Will not be less than 1.00% nor more than 3.00%.

FOR SCHEDULE 3270P-SY: *Will never be re-determined for in-force contracts unless the contract owner establishes a subsequent interest rate period.*

FOR SCHEDULE 3270P-SN: *Will never be re-determined for in-force contracts.*

Declared Interest Rate on the Issue Date: [3.00%]

The interest rate (not including the interest rate bonus, if any) declared by the company as of the issue date and guaranteed for the initial purchase payment for the duration of the initial interest rate period. Will not be less than the minimum interest rate as of the issue date.

Initial Interest Rate Period: [3 years]

Initial period of time during which the declared interest rate for any purchase payment is guaranteed. Will not be less than 1 year nor more than 10 years and, if the plan offers a choice of interest rate periods at time of application, will reflect the applicant's choice as selected on the application.

[Interest Rate Bonus: [1.00%]

The Interest Rate Bonus is interest that is credited daily, in addition to interest credited pursuant to the declared interest rate, at a rate that when compounded yields an annual effective interest rate equal to the Interest Rate Bonus rate shown above. The Interest Rate Bonus will apply for [12] months from the Issue Date.]

The Interest Rate Bonus section will appear on the Schedule only if an interest rate bonus applies to the contract as of the issue date. If the section appears: (1) The interest rate percentage will not be less than 0.25% nor more than 10.00%. (2) The time period during which the interest rate bonus applies will not be less than 12 months nor more than 36 months.

WITHDRAWAL CHARGES SECTION FOR SCHEDULE 3270P-SY

Penalty-Free Amount: [text describing method of calculating penalty-free amount]

The allowance for partial penalty-free withdrawals may vary by plan of insurance, but will be calculated according to one of the four methods described in the text blocks below. Will never change for in-force contracts.

Method 1

["(a) multiplied by (b), where:

- (a) is the Cumulative Free Withdrawal Percentage (CFWP) as of the date the withdrawal is processed; and
- (b) is the Contract Value as of the date the withdrawal is processed.

The Cumulative Free Withdrawal Percentage ("CFWP") is 10% on the latest of the Issue Date or any Subsequent Effective Date. It will increase 10% on each Anniversary of that date, up to a maximum CFWP of 60%. Each partial withdrawal during a withdrawal charge period reduces the CFWP remaining after that withdrawal by the ratio of the partial withdrawal to the Contract Value as of the date the withdrawal is processed. The Penalty-Free Amount will not be less than zero."]

Method 2

["(a) multiplied by (b), where:

- (a) is the Free Withdrawal Percentage (FWP) as of the date the withdrawal is processed; and
- (b) is the Contract Value as of the date the withdrawal is processed.

The Free Withdrawal Percentage ("FWP") is 10% on the latest of the Issue Date, any Subsequent Effective Date, or any Anniversary. Each partial withdrawal during the 12-month period beginning on that date reduces the FWP remaining after that withdrawal by the ratio of the partial withdrawal to the Contract Value as of the date the withdrawal is processed. The Penalty-Free Amount will not be less than zero."]

Method 3

["10% of the Contract Value as of the latest of the Issue Date, any Subsequent Effective Date, or any Anniversary, and not previously withdrawn since that date."]

Method 4

["Interest credited to the Contract since the latest of the Issue Date or any Subsequent Effective Date, and not previously withdrawn."]

Withdrawal Charge Period: [10 years]

Number of years during which withdrawal charges apply, as measured from the latest of the issue date or any subsequent effective date (if the owner establishes a subsequent interest rate period). Will not be longer than 10 years from the latest of the issue date or any subsequent effective date. Will never change for in-force contracts.

Withdrawal Charge Table:

<u>Number of Complete Years Elapsed Since the Latest of the Issue Date or Any Subsequent Effective Date</u>	<u>Withdrawal Charge Percentage</u>
[Less than 1 year	10.0%
1 year	9.0%
2 years	8.0%
3 years	7.0%
4 years	6.0%
5 years	5.0%
6 years	4.0%
7 years	3.0%
8 years	2.0%
9 years	1.0%
10 years or more	0.0%]

May vary by plan of insurance but will not be longer in duration than 10 years from the latest of the issue date or any subsequent effective date (if the owner establishes a subsequent interest rate period), and will not be higher for any one-year period than the percentage associated with that one-year period as displayed in the table above. Will never change for in-force contracts.

WITHDRAWAL CHARGES SECTION FOR SCHEDULE 3270P-SN

Penalty-Free Amount: [text describing method of calculating penalty-free amount]

The allowance for partial penalty-free withdrawals may vary by plan of insurance, but will be calculated according to one of the four methods described in the text blocks below. Will never change for in-force contracts.

Method 1

["(a) multiplied by (b), where:

- (a) is the Cumulative Free Withdrawal Percentage (CFWP) as of the date the withdrawal is processed;
and
- (b) is the Contract Value as of the date the withdrawal is processed.

The Cumulative Free Withdrawal Percentage ("CFWP") is 10% on the Issue Date. It will increase 10% on each Anniversary, up to a maximum CFWP of 60%. Each partial withdrawal during the withdrawal charge period reduces the CFWP remaining after that withdrawal by the ratio of the partial withdrawal to the Contract Value as of the date the withdrawal is processed. The Penalty-Free Amount will not be less than zero."]

Method 2

["(a) multiplied by (b), where:

- (a) is the Free Withdrawal Percentage (FWP) as of the date the withdrawal is processed; and
- (b) is the Contract Value as of the date the withdrawal is processed.

The Free Withdrawal Percentage ("FWP") is 10% on the later of the Issue Date or the most recent Anniversary. Each partial withdrawal during the 12-month period beginning on that date reduces the FWP remaining after that withdrawal by the ratio of the partial withdrawal to the Contract Value as of the date the withdrawal is processed. The Penalty-Free Amount will not be less than zero."]

Method 3

["10% of the Contract Value as of the later of the Issue Date or the most recent Anniversary, and not previously withdrawn since that date."]

Method 4

["Interest credited to the Contract since the Issue Date, and not previously withdrawn."]

Withdrawal Charge Period: [10 years]

Number of years during which withdrawal charges apply, as measured from the issue date. Will not be longer than 10 years from the issue date. Will never change for in-force contracts.

Withdrawal Charge Table:

<u>Number of Complete Years Elapsed Since the Issue Date</u>	<u>Withdrawal Charge Percentage</u>
[Less than 1 year	10.0%
1 year	9.0%
2 years	8.0%
3 years	7.0%
4 years	6.0%
5 years	5.0%
6 years	4.0%
7 years	3.0%
8 years	2.0%
9 years	1.0%
10 years or more	0.0%]

May vary by plan of insurance but will not be longer in duration than 10 years from the issue date, and will not be higher for any one-year period than the percentage associated with that one-year period as displayed in the table above. Will never change for in-force contracts.

ENDORSEMENT (Money-Back Guarantee) (P-9372 and state variations)

No variables other than as indicated in General Variables.

**ENDORSEMENT (CDSC Waiver – Terminal Condition / Nursing Facility)
(P-9373 and state variations)**

No variables other than as indicated in General Variables.

ENDORSEMENT (CDSC Waiver – Unemployment) (P-9374 and state variations)

No variables other than as indicated in General Variables.

ENDORSEMENT (CDSC Waiver – Renewal) (P-9375, P-9376, and state variations)

We must receive your Written Notice...within [30] days....

Time limit within which we must receive written notice requesting surrender. Will not be shorter than 30 days nor longer than 45 days.

ENDORSEMENT (Subsequent Interest Rate Period) (P-9377 and state variations)

No variables other than as indicated in General Variables.

I certify that the variable data fields contained within the submitted forms will not be populated with any data other than that which is included in the parameters contained in this Statement of Variability.

Signed on behalf of the company by:

Marc E. Cavadel, J.D., FLMI, AIRC
AVP – Product Development
Protective Life Insurance Company

May 1, 2008