

SERFF Tracking Number:	PRTA-126072324	State:	Arkansas
Filing Company:	Protective Life Insurance Company	State Tracking Number:	41821
Company Tracking Number:	VICKIE KIPV		
TOI:	A10 Annuities - Other	Sub-TOI:	A10.000 Annuities - Other
Product Name:	KIPV-2078		
Project Name/Number:	KIPV-2078/KIPV-2078		

Filing at a Glance

Company: Protective Life Insurance Company

Product Name: KIPV-2078

TOI: A10 Annuities - Other

Sub-TOI: A10.000 Annuities - Other

Filing Type: Form

SERFF Tr Num: PRTA-126072324 State: Arkansas

SERFF Status: Closed-Approved-
Closed State Tr Num: 41821

Co Tr Num: VICKIE – KIPV

State Status: Approved-Closed

Author: Vickie Jerkins

Reviewer(s): Linda Bird

Date Submitted: 03/13/2009

Disposition Date: 03/18/2009

Disposition Status: Approved-
Closed

Implementation Date Requested:

Implementation Date:

State Filing Description:

General Information

Project Name: KIPV-2078

Project Number: KIPV-2078

Requested Filing Mode: Informational

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: This filing has been submitted to KILICO's domiciliary state of Illinois, concurrently.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 03/18/2009

Explanation for Other Group Market Type:

State Status Changed: 03/18/2009

Deemer Date:

Created By: Vickie Jerkins

Submitted By: Vickie Jerkins

Corresponding Filing Tracking Number:

Filing Description:

Form Number: KIPV-2078

Form Title: Tax Sheltered Annuity (TSA) Endorsement for Annuity Contracts

This filing is being submitted by Protective Life Insurance Company ("Protective Life") for informational purposes on behalf of Kemper Investors Life Insurance Company (KILICO). Protective Life, as successor-in-interest under the terms of an indemnity coinsurance agreement, is administering business on behalf of KILICO. As party to and reinsurer under this agreement, Protective Life has authority to make regulatory filings on behalf of KILICO, in particular with regard to

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the submitted endorsement filing.

This filing is being made to comply with revised federal Internal Revenue Code regulations regarding 403(b) tax-sheltered annuity contracts. The submitted endorsement form KIPV-2078, will be used with the company's line of annuity products to modify the contractual provisions so they qualify as a Tax Sheltered Annuity (TSA). There is no separate charge associated with these forms and the endorsement may not be cancelled after the contract to which it is attached is issued. This endorsement will be provided to enforce contracts issued as a TSA.

The form contains industry standard provisions required under applicable sections of the Internal Revenue Code. The form does not contain or incorporate by reference any inconsistent, ambiguous or misleading clauses, exceptions or conditions that would deceptively affect the risk purported to be assumed, and does not contain provisions that are unfair, inequitable or contrary to public policy.

Actuarial Materials are not required as this form does not affect non-forfeiture, valuation or reserving in a manner that is inconsistent with the discussions and demonstrations provided in support of the approved annuity contracts with which they will be used.

A FLESCH Readability Score Certification is not required as this form is mandated by federal tax law, and therefore exempt from state readability requirements.

This filing has been submitted to KILICO's domiciliary state of Illinois, concurrently.

The submitted form was created using fonts of 10 point or greater in the case of logos, addresses, headings. The form is in final laser printed format, subject only to minor modification in paper size, stock, ink, font style, border, company logo and adaptation to computer printing. The fonts will never be smaller than 10 point.

If you are in need of further information to complete the review of this filing, I can be contacted via SERFF Notes, email at Vickie.Jerkins@protective.com or tollfree at 1-800-866-3555 ext. 5514.

Company and Contact

Filing Contact Information

Vickie Jerkins, Policy Contract Filing Specialist vickie.jerkins@protective.com
2801 Highway 280 South 800-866-3555 [Phone] 5514 [Ext]
Birmingham, AL 35223 205-268-3401 [FAX]

Filing Company Information

Protective Life Insurance Company CoCode: 68136 State of Domicile: Tennessee
2801 Highway 280 Group Code: 458 Company Type:

SERFF Tracking Number: *PRTA-126072324* State: *Arkansas*
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 Product Name: *KIPV-2078*
 Project Name/Number: *KIPV-2078/KIPV-2078*
 Birmingham, AL 35223 Group Name: State ID Number:
 (800) 866-3555 ext. [Phone] FEIN Number: 63-0169720

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: \$50.00 per form / filing.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Protective Life Insurance Company	\$50.00	03/13/2009	26402988

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	03/18/2009	03/18/2009

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Disposition

Disposition Date: 03/18/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Authorization Letter		Yes
Form	Tax Sheltered Annuity (TSA)		Yes
	Endorsement for Annuity Contracts		

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Form Schedule

Lead Form Number: KIPV-2078

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	KIPV-2078	Policy/Cont Tax Sheltered ract/Fratern Annuity (TSA) al Endorsement for Certificate: Annuity Contracts Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	KIPV- 2078.pdf

Kemper Investors Life Insurance Company
Administrative Office:
1707 N Randall Road, Ste 310
Elgin, IL 60123-9409

TAX SHELTERED ANNUITY (TSA) ENDORSEMENT FOR ANNUITY CONTRACTS

The contract or certificate under a group contract (collectively, the "Contract") to which this Endorsement is attached is amended as specified below to satisfy the requirements of section 403(b) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Income Tax Regulations thereunder. All the provisions of the Contract and this Endorsement shall be interpreted in accordance with Code section 403(b) and the Income Tax Regulations thereunder and, if applicable, the requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Where the provisions of this Endorsement are inconsistent with the provisions of the Contract, including the provisions of any other endorsements or riders issued with the Contract, the provisions of this Endorsement will control.

I. The Plan, Employer, and Employee

As used in this Endorsement, the term "Plan" refers to the plan under Code section 403(b) that is maintained by the Employer and pursuant to which the Contract is issued or, if applicable, the agreement between the Employer and Protective Life Insurance Company (the "Company") to provide each other with information described in section 1.403(b)-10(b)(2)(C) of the Income Tax Regulations. The term "Employer" refers to the employer described in Code section 403(b)(1)(A) and the Income Tax Regulations thereunder that maintains the Plan pursuant to which the Contract is issued. The term "Employee" refers to an employee or former employee of the Employer for whose benefit the Employer maintains the Plan and the Contract is issued under the Plan.

II. Owner and Annuitant

Except as otherwise provided under applicable federal tax law, (1) the Employee must be the Owner and the Annuitant if the Contract is an annuity contract, (2) the Employee must be the Owner and the Insured if the Contract is a life insurance contract, (3) the Annuitant or Insured, whichever is applicable, and the Owner may not be changed, and (4) a joint Owner may not be named.

III. Contributions

A. In General

Contributions shall not exceed the limits of Code section 415. The Company will not accept any contributions in excess of this limit and does not intend to account separately for any such excess contributions or amounts attributable to any such excess contributions.

A contribution may not include amounts attributable to designated Roth contributions under Code section 402A or after-tax employee contributions.

B. Single Premium Contract

If only a single premium is permitted under the Contract, the single premium permitted may not include any amounts other than:

1. an exchange or plan-to-plan transfer described in section VI of this Endorsement, or
2. a rollover permitted under Code sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), and 457(e)(16).

C. Flexible Premium Contract

If flexible premiums are permitted under the Contract, a premium to the Contract must be made:

1. as a contribution by the Employer on behalf of the Employee, including contributions made pursuant to a salary reduction agreement,
2. as an exchange or plan-to-plan transfer described in section VI of this Endorsement, or
3. as a rollover permitted under Code sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), and 457(e)(16).

Except as otherwise permitted by Code section 414(u), Code section 414(v), or other provisions of the federal tax law, contributions made pursuant to a salary reduction agreement shall not exceed the limits set forth in Code section 402(g). If contributions exceed this limit, the Company may distribute the amount of the excess, together with any income allocable thereto, to the Employee as permitted by applicable federal tax law.

D. Minimum Premiums

If a minimum premium amount is required under the Contract, the Company will reduce this minimum premium amount if necessary to comply with Code section 403(b)(12).

E. Life Insurance Contract

If the Contract is a life insurance contract, a premium may not exceed that permitted under applicable federal tax law to provide death benefits satisfying the incidental benefit requirement under section 1.401-1(b)(1)(i) of the Income Tax Regulations, to the extent applicable under section 403(b) and the Income Tax Regulations thereunder.

IV. Nontransferable and Nonforfeitable

The Contract is established for the benefit of the Employee and his or her beneficiaries. The interest of the Employee in the Contract is non-transferable and, except as provided by applicable law, is non-forfeitable. In particular, except as otherwise provided under applicable law, the Contract may not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose, to any person other than the Company. Special rules may apply in the case of a transfer under the terms of a qualified domestic relations order, as defined in Code section 414(p) (a "QDRO").

V. Distribution Restrictions

A. In General

Except as otherwise provided under federal tax law, a distribution from the Contract shall be made only in accordance with the requirements of Code section 403(b), the Income Tax Regulations, the Plan, and, if applicable, section 205 of ERISA. Amounts may be distributed pursuant to a QDRO to the extent permitted by applicable federal tax law.

B. Elective Deferrals

As required by Code section 403(b)(11), Code section 403(b)(7), and the applicable Income Tax Regulations thereunder, a distribution permitted under the Plan, if applicable, of Elective Deferrals may not be made from the Contract earlier than the earliest of the date on which the Employee (1) has a severance from employment, (2) dies, (3) has a hardship, (4) becomes disabled (within the meaning of Code section 72(m)(7)), or (5) attains age 59½. A hardship distribution is limited to the aggregate dollar amount of the Employee's Elective Deferrals under the Contract (and may not include any income thereon), reduced by the aggregate dollar amount of the distributions previously made to the Employee from the Contract. As used in this Endorsement, the term "Elective Deferrals" means contributions to the Contract made after December 31, 1988, pursuant to a salary reduction agreement, earnings on such contributions, and earnings on any amounts held as of December 31, 1988. Elective Deferrals also include amounts attributable to contributions made to the Contract in a non-taxable transfer, or in an exchange or plan-to-plan transfer described in section VI of this Endorsement, that are attributable to contributions made pursuant to a salary reduction agreement and are subject to the distribution restrictions under Code section 403(b)(7) or Code section 403(b)(11).

C. Employer Annuity Contributions

If the Contract is issued on or after January 1, 2009, a distribution of Employer Annuity Contributions may be made from the Contract no earlier than upon the earlier of the Employee's severance from employment or upon the prior occurrence of some event, such as after a fixed number of years, the attainment of a stated age, or disability, as provided under the Plan. As used in this Endorsement, the term "Employer Annuity Contributions" means amounts attributable to contributions made to an annuity contract under Code section 403(b)(1) that are not made pursuant to a salary reduction agreement. Employer Annuity Contributions do not include after-tax employee contributions or earnings thereon. Employer Annuity Contributions include amounts attributable to contributions made to the Contract in an exchange or plan-to-plan transfer described in section VI of this Endorsement that are subject to the distribution restrictions under section 1.403(b)-6(b) of the Income Tax Regulations.

D. Employer Custodial Account Contributions

A distribution permitted under the Plan, if applicable, of Employer Custodial Account Contributions may not be paid from the Contract before the Employee (1) has a severance from employment, (2) dies, (3) becomes disabled (within the meaning of Code section 72(m)(7)), or (4) attains age 59½. As used in this Endorsement, the term "Employer Custodial Account Contributions" means amounts attributable to contributions made to the Contract in a non-taxable transfer, or in an exchange or plan-to-plan transfer described in section VI of this Endorsement, that (1) are not made pursuant to a salary reduction agreement, (2) are not Employer Annuity Contributions, and (3) are subject to the distribution restrictions under Code section 403(b)(7).

E. Separate Accounting

If the Contract includes both Elective Deferrals and other contributions, and the Elective Deferrals are not maintained in a separate account, then in accordance with section 1.403(b)-6(d)(3) of the Income Tax Regulations, distributions may not be made earlier than the later of:

1. any date permitted under subsection B of this section V of the Endorsement, and
2. any date permitted under subsections C or D of this section V of the Endorsement (whichever applies to the contributions that are not Elective Deferrals).

Unless required under the Plan, the Company is not obligated to maintain a separate account for Elective Deferrals.

F. Exchanges and Transfers

Amounts exchanged or transferred to the Contract pursuant to section VI of this Endorsement, and income attributable to such amounts, are subject to distribution restrictions that are not less stringent than those imposed under the contract being exchanged or under the transferor plan, whichever is applicable, in accordance with section 1.403(b)-10(b)(2) of the Income Tax Regulations.

G. Exceptions

1. Notwithstanding any other provision in this section V of the Endorsement, distributions are permitted to be made from the Contract to the extent (a) described in sections III and VI of this Endorsement, (b) required by a QDRO, (c) described in Code section 72(t)(2)(G), (d) permitted by Code section 414(w)(2), or (e) otherwise allowed by applicable federal tax law.
2. If the Employer informs the Company that the Plan has been terminated in accordance with section 1.403(b)-10(a) of the Income Tax Regulations, the Company shall follow the instructions of the Employer with regard to how the Contract or the accumulated benefits thereunder are to be distributed, provided that such instructions are in accordance with the requirements of Code section 403(b) and the Income Tax Regulations.

3. To the extent that the Company separately accounts for contributions to the Contract that are eligible rollover distributions as described in sections 1.403(b)-6(i) and 1.403(b)-10(d) of the Income Tax Regulations, such contributions (and any earnings thereon) are not subject to the distribution restrictions described in this section V of this Endorsement. The Company is not obligated to separately account for any such amounts.

VI. Exchanges and Plan-to-Plan Transfers

Subject to the terms of the Plan, if applicable, exchanges within the Plan and plan-to-plan transfers involving the Contract will be allowed to the extent permitted under federal tax law.

Such exchanges and plan-to-plan transfers can affect whether a Contract that is a life insurance contract satisfies the incidental benefit requirement under section 1.401-1(b)(1)(i) of the Income Tax Regulations, to the extent applicable under Code section 403(b) and the Income Tax Regulations thereunder.

VII. Loans and Hardship Distributions

While the Contract is in force, the Owner may borrow from the Contract using the Contract as the sole security for the loan. A loan under the Contract is subject to the requirements and limitations imposed by the Plan, Code section 72(p), Code section 403(b), the loan agreement, and the Company.

A distribution in the case of hardship that is permitted under section V of this Endorsement may be made under the Contract.

However, except as otherwise provided under section 1.403(b)-10(b)(2) of the Income Tax Regulations with respect to certain Contracts received in an exchange that occurred on or before September 24, 2007, and under section 8 of Revenue Procedure 2007-71 with respect to certain Contracts issued before January 1, 2009, a loan and a distribution in the case of hardship may be made under the Contract only if permitted under the Plan.

VIII. Required Minimum Distributions and Incidental Benefits

A. In general

Notwithstanding any provision in the Contract to the contrary, the distribution of the entire interest in the Contract shall be made in accordance with the requirements of Code sections 403(b)(10) and 401(a)(9), the Income Tax Regulations thereunder, and, if applicable, section 205 of ERISA. Distributions from and benefits under the Contract also must satisfy the requirements relating to incidental benefits under section 1.401-1(b)(1)(ii) of the Income Tax Regulations. All such requirements are incorporated herein by reference. Except as otherwise provided under applicable federal tax law, prior to the date the Contract is annuitized, the entire interest of the Employee or beneficiary under the Contract is the dollar amount credited to the Employee or beneficiary under the Contract plus the actuarial present value of any additional benefit (such as survivor benefits in excess of the dollar amount credited to the Employee or beneficiary) that will be provided under the Contract, in accordance with Q&A-12 of section 1.401(a)(9)-6 of the Income Tax Regulations.

To the extent permitted under the Plan and the Code, the minimum distribution required under Code sections 403(b)(10) and 401(a)(9) with respect to the Contract may be taken from any one or more of the Employee's Code section 403(b) contracts under the Plan.

To the extent provided in Income Tax Regulations, a Contract that is part of a governmental plan (as defined in Code section 414(d)) shall, for all years to which Code section 401(a)(9) applies to the Contract, be treated as having complied with Code section 401(a)(9) if the Contract complies with a reasonable good faith interpretation of Code section 401(a)(9).

B. Required Beginning Date

The term "required beginning date" as used in this Endorsement means April 1 of the calendar year following the later of (1) the calendar year in which the Employee attains age 70½, (2) the calendar year in which the Employee retires, or (3) such later date provided by law. However, unless the Employee's interest in the Contract is on account of the Employee's participation in a governmental plan (as defined in Code section 414(d)) or church plan (as defined in Code section 401(a)(9)(C)), if the Employee is a 5-percent owner (as

defined in Code section 416) of the Employer with respect to the plan year ending in the calendar year in which the Employee attains age 70½, the required beginning date is April 1 of the calendar year following the calendar year in which the Employee attains age 70½. In addition, if distributions commence to the Employee on a date before the Employee's required beginning date over a period permitted under Code section 401(a)(9)(A)(ii) and the distribution form is an annuity under which distributions are made in accordance with the provisions of Q&A-1 of 1.401(a)(9)-6 of the Income Tax Regulations, the annuity starting date will be treated as the required beginning date for purposes of applying the rules of sections 1.401(a)(9)-2 and 1.401(a)(9)-6 of the Income Tax Regulations.

C. Distributions During Employee's Life

Unless otherwise permitted under applicable federal tax law, the entire interest shall be distributed, or commence to be distributed, no later than the required beginning date over (a) the life of the Employee, or the lives of the Employee and his or her designated beneficiary (within the meaning of the Code section 401(a)(9)), or (b) a period not extending beyond the life expectancy of the Employee or the joint life and last survivor expectancy of the Employee and his or her designated beneficiary, as required by law. Payments must be made in periodic payments at intervals of no longer than one year and must be nonincreasing or they may increase only as provided in Q&As-1, -4, and -14 of section 1.401(a)(9)-6 of the Income Tax Regulations. Also, to the extent permitted under the Contract, payments may be changed in accordance with Q&A-13 of section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of section 1.401(a)(9)-6 of the Income Tax Regulations.

The amount to be distributed on or before the required beginning date, and by December 31 of each year, will be made in accordance with the requirements of Code section 401(a)(9) and the regulations thereunder.

D. Distributions After Employee's Death

Unless otherwise permitted under applicable federal tax law, if the Employee dies on or after required distributions commence, the entire remaining interest, if any, will be distributed at least as rapidly as under the method of distribution being used as of the date of the Employee's death.

Unless otherwise permitted under applicable federal tax law, if the Employee dies before required distributions commence, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Employee's death, except that:

1. if the interest is payable to an individual who is the Employee's designated beneficiary, the designated beneficiary may elect to receive the entire interest over the life of the designated beneficiary or over a period not extending beyond the life expectancy of the designated beneficiary, commencing on or before December 31 of the calendar year immediately following the calendar year in which the Employee died; or
2. if the sole designated beneficiary is the Employee's surviving spouse (within the meaning of federal law), the surviving spouse may elect to receive the entire interest over the life of the surviving spouse or over a period not extending beyond the life expectancy of the surviving spouse, commencing on or before the later of:
 - a. December 31 of the calendar year immediately following the calendar year in which the Employee died, and
 - b. December 31 of the calendar year in which the Employee would have attained age 70½.

If the surviving spouse dies before distributions begin to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed by the end of the calendar year containing the fifth anniversary of the spouse's death.

An irrevocable election of the method of distribution by a designated beneficiary who is the surviving spouse must be made no later than the earlier of December 31 of the calendar year containing the fifth anniversary of the Employee's death or the date distributions are required to begin pursuant to this section VIII.D.2 of the Endorsement. If no election is made, the entire interest will be distributed in accordance with the method of distribution in this section VIII.D.2 of the Endorsement.

An irrevocable election of the method of distribution by a designated beneficiary who is not the surviving spouse must be made no later than December 31 of the calendar year immediately following the calendar year in which the Employee died. If no such election is made, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Employee's death.

For purposes of this section of the Endorsement regarding distributions after the Employee's death, required distributions are considered to commence on the Employee's required beginning date or, if applicable, on the date distributions are required to begin to the Employee's surviving spouse. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

Unless otherwise provided by applicable federal tax law, life expectancy is determined using the Single Life Table in Q&A-1 of section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to the Employee's surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year following the calendar year of the Employee's death (or in the case of a surviving spouse who is the Employee's sole designated beneficiary and who dies before required distribution commence to him or her, the number in the Single Life Table corresponding to the spouse's designated beneficiary's age in the year following the calendar year of the spouse's death) reduced by 1 for each subsequent year. If benefits under the Contract are payable in accordance with an annuity option provided under the Contract, life expectancy shall not be recalculated.

E. Annuity Options

All annuity payments under the Contract must meet the requirements of Code section 403(b)(10), Code section 401(a)(9), section 205 of ERISA, if applicable, and the applicable regulations. The provisions of this Endorsement reflecting these requirements override any annuity payment option inconsistent with such requirements. If guaranteed payments are to be made under the Contract, the period over which any guaranteed payments are to be made must not exceed the period permitted under section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise permitted by applicable federal tax law).

IX. Direct Rollovers

Except as otherwise provided under applicable federal tax law, a distributee may elect, at the time and in the manner prescribed by the Company, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; (ii) any distribution to the extent such distribution is required under Code sections 403(b)(10) and 401(a)(9); (iii) any hardship distribution; (iv) the portion of any other distribution(s) that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); (v) any other distribution(s) that is reasonably expected to total less than \$200 during a year; and (vi) any other amounts designated in published federal income tax guidance.

A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Code section 408(a) or (b), respectively, or to a qualified defined contribution plan described in Code section 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of the distribution which is not so includible.

An eligible retirement plan is an eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from the Contract, an individual retirement account described in Code section 408(a), an individual retirement annuity described in Code section 408(b), an annuity plan described in Code section 403(a), an annuity contract described in Code section 403(b), or a qualified plan described in Code section 401(a), that accepts the distributee's eligible rollover distribution. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a QDRO.

A distributee includes the Employee. In addition, the Employee's surviving spouse and the Employee's spouse or former spouse who is the alternative payee under a QDRO, are distributees with regard to the interest of the spouse or former spouse.

A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

X. Coordination with the Plan

Except to the extent that the Contract is not subject to the written plan requirement under section 1.403(b)-3(b)(3) of the Income Tax Regulations, the Contract is subject to the terms of the Plan, provided that the terms of the Plan do not expand the terms of the Contract and do not impose any responsibilities or duties on the Company greater than those set forth in the Contract. For example, any terms of the Contract permitting loans and distributions in the case of hardship do not apply if the Plan does not permit such loans or hardship distributions. In the event of a conflict between the terms of the Contract and any other terms of the Plan, such other terms of the Plan shall govern if necessary to ensure compliance with Code section 403(b).

Federal law may require the Employer to share information with the Company that is necessary for the Company to administer the Contract in accordance with the terms of the Plan and the Code. In such case, the Company shall rely upon such information in administering the Contract in accordance with the terms of the Plan and the Code. If the Company does not receive such information from the Employer in the form and manner the Company deems acceptable, the Company will administer the Contract in the manner it deems appropriate. In some cases, this could mean that the Company has no responsibility to make any distribution (including a loan) from the Contract before the Company receives the information it requires from the Employer.

Federal tax law also may require the Company to share information regarding the Contract with the Employer in order to ensure compliance with the terms of the Plan and the Code. The Company will share such information as required by federal tax law and any agreement between the Company and the Employer.

The Employer may identify a delegate to provide or receive the information described in this section X of the Endorsement.

XI. Incidental Life Insurance

Life insurance protection provided under the Contract must be incidental within the meaning of Code section 403(b)(1) and section 1.401-1(b)(1)(i) of the Income Tax Regulations. Except as otherwise provided under applicable federal tax law, no portion of the value of the Contract may be used to continue life insurance protection beyond the Employee's retirement. On or before the Owner's retirement, the Owner, at his or her election, must:

1. surrender the Contract,
2. apply the Cash Surrender Value, less any outstanding policy loans and loan interest, to an annuity providing payments that are made in accordance with the requirements of Code sections 403(b)(10) and 401(a)(9), and the Income Tax Regulations thereunder, or

3. continue the Contract by requesting the deletion of this Endorsement and including the Cash Surrender Value in gross income.

If no election is made, an election under option 3 of this section XI of the Endorsement will be deemed to be made.

XII. Miscellaneous Provisions

A. Effective Date

If the Contract was issued on or after January 1, 2009, the effective date of this Endorsement is the effective date of the Contract. If the Contract was issued prior to January 1, 2009, the Endorsement is effective January 1, 2009, and replaces the provisions of any other endorsement or rider to the Contract that are designed to modify the Contract in accordance with the requirements of Code section 403(b).

B. Unisex Rates

The method of calculating contributions and benefits under the Contract are to be based on unisex rates, and any references to sex or gender (with regard to rates and benefits) in the Contract are deleted.

C. Automatic Rollovers

If the Plan provides for a mandatory distribution described in Code section 401(a)(31)(B)(ii), and such a mandatory distribution greater than \$1,000 is made on or after March 28, 2005, if the Employee does not properly elect to have such distribution paid directly to an eligible retirement plan specified by the Employee in a direct rollover or to receive the distribution directly, then the Plan administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator. For purposes of determining whether a mandatory distribution is greater than \$1,000, the portion of the participant's distribution attributable to any rollover contribution is included.

In addition, eligible rollover distributions from a designated Roth account are taken into account in determining whether the total amount of the account balances exceeds \$1,000 for purposes of the mandatory distributions from the Contract.

D. Treatment as an Annuity Contract under Code Section 403(c)

If the Contract is not treated for federal tax purposes as an annuity contract under Code section 403(b), the Contract will be treated as an annuity contract described in Code section 403(c), the Contract and all endorsements and riders attached to the Contract will be interpreted in accordance with Code section 403(c), the provisions of this Endorsement other than sections XII.A and this section XII.D. shall not apply, and the entire interest in the Contract will be distributed in accordance with the requirements of Code section 72(s).

E. Death Benefits under Qualified Active Military Service

To the extent required under Code sections 403(b)(14) and 401(a)(37), in the case of an Employee who dies while performing qualified military services (as defined in Code section 414(u)), the survivors of the Employee are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the plan had the participant resumed and then terminated employment on account of death.

F. ERISA

If this Contract is being maintained pursuant to a Plan that is subject to the requirements of Title I of ERISA, the Employer is solely responsible for assuring that the Plan complies at all times with such requirements, including assuring that all distributions, consents, and elections under the Contract comply with the requirements of section 205 of ERISA. The Company shall be under no duty to determine whether a plan constitutes an employee benefit plan that is subject to Title I of ERISA and shall be fully entitled to rely on the Employer's or Plan Administrator's representation of the Plan's ERISA status.

G. Amendment of this Endorsement

The Company reserves the right, and the Owner agrees the Company shall have such right, to make any amendments to this Endorsement from time to time as may be necessary to assure continued qualification of this Contract with the requirements of Code section 403(b), the Income Tax Regulations thereunder, and, if applicable, ERISA. We will obtain all necessary approvals including, where required, that of the Owner, and will send you a copy of the Endorsement that modifies your Contract. We will not be responsible for any adverse tax consequences resulting from the rejection of such amendment.

H. Section References

References to a section of the Code or Income Tax Regulations include any amended or successor section.

Signed for the Company and made a part of the Contract as of December 31, 2008.

Kemper Investors Life Insurance Company



President

SERFF Tracking Number: PRTA-126072324 State: Arkansas
 Filing Company: Protective Life Insurance Company State Tracking Number: 41821
 Company Tracking Number: VICKIE KIPV
 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
 Product Name: KIPV-2078
 Project Name/Number: KIPV-2078/KIPV-2078

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: A FLESCH Readability Score Certification is not required as this form is mandated by federal tax law, and therefore exempt from state readability requirements.		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: Not applicable to this filing.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Authorization Letter		
Comments: This filing is being submitted by Protective Life Insurance Company ("Protective Life") for informational purposes on behalf of Kemper Investors Life Insurance Company (KILICO). Protective Life, as successor-in-interest under the terms of an indemnity coinsurance agreement, is administering business on behalf of KILICO. As party to and reinsurer under this agreement, Protective Life has authority to make regulatory filings on behalf of KILICO, in particular with regard to the submitted endorsement filing.		
Attachment: Authorization Ltr.pdf		

ADMINISTRATIVE OFFICE
15375 SE 30TH Place, Suite 310
Bellevue, Washington 98007
Phone 425-577-5113
Fax 425-643-8132

NAIC 90557
FEIN 36-3050975
March 6, 2009

TO: ALL STATE INSURANCE DEPARTMENTS

RE: 403(b) Annuity Filing

Form Number
KIPV-2078

Form Title

Tax Sheltered Annuity (TSA) Endorsement for Annuity Contracts

To Whom It May Concern:

Kemper Investors Life Insurance Company (KILICO) hereby authorizes Protective Life Insurance Company to represent us in the submission of the above-referenced form and to negotiate with insurance departments for the approval.

Sincerely,



Diane C. Davis
President and COO
Kemper Investors Life Insurance Company
Diane.Davis@Zurich.com