

SERFF Tracking Number: PRTA-126240665 State: Arkansas  
 Filing Company: Protective Life Insurance Company State Tracking Number: 43060  
 Company Tracking Number: VICKIE 624  
 TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
 Product Name: L624 9-09  
 Project Name/Number: L624 9-09/L624 9-09

## Filing at a Glance

Company: Protective Life Insurance Company

Product Name: L624 9-09

TOI: L08 Life - Other

Sub-TOI: L08.000 Life - Other

Filing Type: Form

SERFF Tr Num: PRTA-126240665 State: Arkansas

SERFF Status: Closed-Approved-  
 Closed State Tr Num: 43060

Co Tr Num: VICKIE – 624

Author: Vickie Jerkins

Date Submitted: 07/27/2009

State Status: Approved-Closed

Reviewer(s): Linda Bird

Disposition Date: 08/11/2009

Disposition Status: Approved-  
 Closed

Implementation Date:

Implementation Date Requested: 09/28/2009

State Filing Description:

## General Information

Project Name: L624 9-09

Project Number: L624 9-09

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 08/11/2009

Deemer Date:

Submitted By: Vickie Jerkins

Filing Description:

Form Number ..... Form Title

L624 9-09 ..... Critical Illness Accelerated Death Benefit Rider

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: This filing has been  
 submitted to our domiciliary state concurrently.

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 08/11/2009

Created By: Vickie Jerkins

Corresponding Filing Tracking Number:

The intended implementation date for this filing is September 28, 2009 or upon approval by your Department. The above referenced Individual Life Filing is being submitted for filing acknowledgement or prior approval, as appropriate. This filing does not contain any unusual or possibly controversial items that vary from normal company or industry standards. The forms submitted in this filing are new and will not replace any forms currently in use. This filing has been submitted to our domiciliary state of Tennessee, concurrently.

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Project Name/Number: L624 9-09/L624 9-09

With the exception of company specific information (Name, Logo, Addresses, Form numbering, etc) this filing is identical to SERFF submission PRTA-126241311 for West Coast Life Insurance Company.

This Rider was designed in compliance with the NAIC Accelerated Benefit Model Regulation and is intended to provide an accelerated death benefit which will qualify for tax treatment under Section 101(g)(1)(B) of the Internal Revenue Code.

The submitted Chronic Illness Accelerated Death Benefit Rider allows for the acceleration of a certain amount of the Death Benefit available under the base policy. At the beginning of each Benefit Period, the policyholder will select the monthly benefit amount, up to the Maximum Monthly Benefit, and decide whether to receive the accelerated benefit payments for that Benefit Period monthly or in one equivalent lump-sum payment.

For eligibility under this rider, the Insured must be certified within the preceding 12 months as Chronically Ill by a Licensed Health Care Practitioner, meaning the Insured either:

1. Is unable to perform, without Substantial Assistance from another individual, at least two Activities of Daily Living for a period of at least 90 days due to a loss of functional capacity; or
2. Requires Substantial Supervision to protect the Insured from threats to health and safety due to Severe Cognitive Impairment.

After the initial written certification and request for the Accelerated Death Benefit have been received, the Insured must satisfy a Waiting Period before the first Benefit Period begins; the length of the Waiting Period, which is 90, 180, or 360 days, is selected by the policyholder at the time of sale.

Prior to the end of each Benefit Period, the Company will pay for an examination to recertify the Insured's status to determine eligibility for the next Benefit Period. This procedure will continue until either the total amount of Accelerated Death Benefit paid equals the Lifetime Maximum Benefit available under this rider or the Insured no longer qualifies.

Please refer to the submitted rider for terms, full definitions and provision explanations.

The required Actuarial Materials and a Statement of Variability have been provided.

Currently, this optional rider will be available as new issue only on Universal Life policy UL-15-AR 11-06, approved September 22, 2006 with Schedule Page Set UL-15V5 11-08, approved September 03, 2008 / Tracking No. 40080.

The applications currently used for selecting this product are U-661 (9/06), approved October 11, 2006 and PL-200 (2/08), approved February 21, 2008 and Rider Worksheet for selection PL-105R (6/09) approved July 21, 2009.

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Required filing fees have been submitted via EFT.

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:  
 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 filing  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Protective Life Insurance Company	\$50.00	07/27/2009	29450552

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/11/2009	08/11/2009

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	07/29/2009	07/29/2009	Vickie Jerkins	08/11/2009	08/11/2009

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## Disposition

Disposition Date: 08/11/2009

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		Yes
Supporting Document	Application		Yes
Supporting Document	Sample Schedule Pages		Yes
Supporting Document	Actuarial Materials		No
Supporting Document	Statement of Variability		Yes
Form (revised)	Chronic Illness Accelerated Death Benefit Rider		Yes
Form	Critical Illness Accelerated Death Benefit Rider	Replaced	Yes
Form	Disclosure Form for Chronic Illness Accelerated Death Benefit Rider		Yes

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 07/29/2009  
Submitted Date 07/29/2009  
Respond By Date 08/29/2009

Dear Vickie Jerkins,

This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: The Accelerated Benefit Rider issued with life insurance policies require a disclosure statement as outlined in Rule and Regulation 60s8.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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## Response Letter

Response Letter Status Submitted to State  
 Response Letter Date 08/11/2009  
 Submitted Date 08/11/2009

Dear Linda Bird,

### Comments:

Thank you for your time in the initial review of the referenced filing.

### Response 1

Comments: Submitted please find our Standalone Disclosure (form U-625-CI)for the submitted Rider.

Also, the form name / title of the submitted rider has been corrected on the Form Schedule Tab.

### Related Objection 1

Comment:

The Accelerated Benefit Rider issued with life insurance policies require a disclosure statement as outlined in Rule and Regulation 60s8.

### Changed Items:

No Supporting Documents changed.

### Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Chronic Illness Accelerated Death Benefit Rider	L624 9-09		Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		50.180	L624 9-09.pdf
<b>Previous Version</b>							
Critical Illness Accelerated Death Benefit Rider	L624 9-09		Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement	Initial		50.180	L624 9-09.pdf

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or Rider  
Disclosure Form for U-625-CI Other Initial U-625-CI  
Chronic Illness (8/09) (8 09) Ci-  
Accelerated Death ADB  
Benefit Rider Disclosure  
.pdf

No Rate/Rule Schedule items changed.

If you are in need of additional information, please do not hesitate to contact me.

Thank you.  
Vickie Jerkins

Email: Vickie.Jerkins@protective.com  
Tollfree: 1-800-866-3555 x 5514

Sincerely,  
Vickie Jerkins

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## Form Schedule

### Lead Form Number: L624 9-09

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	L624 9-09	Policy/Cont	Chronic Illness racted/Fraternal Benefit Rider Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		50.180	L624 9-09.pdf
	U-625-CI (8/09)	Other	Disclosure Form for Chronic Illness Accelerated Death Benefit Rider	Initial			U-625-CI (8 09) Ci-ADB Disclosure.pdf



**PROTECTIVE LIFE INSURANCE COMPANY / P. O. BOX 2606 / BIRMINGHAM, ALABAMA 35202**  
**A STOCK COMPANY [STATE OF DOMICILE – TENNESSEE] (205-268-1000)**

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### **CHRONIC ILLNESS ACCELERATED DEATH BENEFIT RIDER**

We have issued this rider as part of the policy to which it is attached to provide for an accelerated death benefit payment to the Owner, during the life of the Insured and while this rider is in force. It is issued in consideration of the application and payment of the rider charges. Unless otherwise stated all policy provisions not expressly modified by this rider remain in full force and effect. Where the policy and this rider conflict the terms of this rider will be applied.

**NOTICE: This rider is intended to provide an accelerated death benefit which will qualify for tax treatment under Section 101 (g)(1)(B) of the Code except as provided in Section 101 (g)(5) of the Code. Accelerated benefit payments due to chronic illness are subject to limits imposed by the federal government and any amounts received in excess of these limits are includible in gross income. This rider is not intended to be a Qualified Long Term Care Insurance contract under section 7702B of the Code nor is it intended to be a Non-Qualified Long Term Care contract. Accelerated benefits under this rider may be taxable as income. As with all tax matters, the Owner should consult a personal legal or tax advisor to assess the impact of any benefit received under this rider.**

**Any benefit received under this rider may impact the recipient's eligibility for Medicaid or other government benefits. Benefits under this rider do not pay or reimburse for expenses including those set forth in 101(g)(3)(A)(ii)(I) of the Code.**

**Any benefit paid under this rider will impact the policy. Face amount, Policy Values and loan values will be reduced if an accelerated death benefit is paid. The impact on the policy is discussed in the Impact on the Policy section of this rider.**

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## DEFINITIONS

**Activities of Daily Living:** Six basic human functions necessary for a person to live independently. Specifically they include:

1. Eating - The ability to feed oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube intravenously.
2. Toileting - The ability to get to and from the toilet, getting on and off the toilet and performing associated personal hygiene.
3. Transferring - The ability to move into or out of a bed, chair or wheelchair.
4. Bathing - The ability to wash oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
5. Dressing - The ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs.
6. Continence - The ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for a catheter or colostomy bag).

**Benefit Period:** The initial Benefit Period is the [12 month] period commencing with the first Monthly Anniversary after we approve a request for accelerated benefits and all of the conditions in Eligibility for Benefits have been met. Each subsequent Benefit Period is the 12 month period which begins on the first Monthly Anniversary following: (i) the end of the most recent Benefit Period, (ii) receipt of Written Re-certification and (iii) when all of the other conditions in Eligibility for Benefits have been met.

**Chronically Ill:** Means that the Insured has been certified, within the preceding 12 months, by a Licensed Health Care Practitioner as:

1. Being unable to perform, without Substantial Assistance from another individual, at least two Activities of Daily Living for a period of at least 90 days due to a loss of functional capacity; or,
2. Requiring Substantial Supervision to protect the Insured from threats to health and safety due to Severe Cognitive Impairment.

**Code:** Means the Internal Revenue Code of 1986, as amended or its successor.

**Family Member:** Means the Owner or Insured's spouse and anyone who is related to the Owner or Insured or the Owner's or Insured's spouse by the following degree by blood, marriage, divorce, adoption or operation of law: parents, in-laws, grandparents, siblings, children, grandchildren, aunts, uncles, nephews and nieces.

**Hands-on Assistance:** Means the physical assistance of another person without which the Insured would not be able to perform the Activities of Daily Living.

**Insured:** Means the person whose life the policy insures. If Joint Insureds are the persons whose lives the policy insures, Insured means the last surviving Insured.

**Licensed Health Care Practitioner:** Means any physician (as defined in section 1861(r)(1) of the Social Security Act) and any registered professional nurse, licensed social worker, or other individual who meets such requirements as may be prescribed by the Secretary of the Treasury. It does not include the Owner, Insured or a Family Member.

**Maintenance or Personal Care Services:** Means any care with the primary purpose of providing the needed assistance with any of the disabilities as a result of which the Insured is certified as being Chronically III.

**Plan of Care:** Means a written plan prescribed specifically for the Insured by a Licensed Health Care Practitioner setting forth the Services required by the Insured.

**Services:** Means necessary diagnostic, preventative, therapeutic, curing, treating, mitigating and rehabilitative services, and Maintenance or Personal Care Services required by a Chronically III individual.

**Severe Cognitive Impairment:** Means a loss or deterioration in the Insured's intellectual capacity that is (i) comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia, and (ii) measured by clinical evidence and standardized tests that reliably measure impairment in the following areas:

1. The Insured's short or long term memory;
2. The Insured's orientation as to person (such as who they are), place (such as their location) or time (such as day, date, and year); and
3. The Insured's deductive or abstract reasoning.

**Standby Assistance:** Means the presence of another person within arm's reach of the Insured that is necessary, by physical intervention, to prevent injury to the Insured while the Insured is performing the Activities of Daily Living.

**Substantial Assistance:** Means Hands-On Assistance and Standby Assistance.

**Substantial Supervision:** Means continual supervision (which may include cuing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect the Insured from threats to his or her health or safety due to Severe Cognitive Impairment.

**Waiting Period:** Means a period of consecutive days, as shown in the policy schedule, which must pass before the Insured becomes eligible for benefits. The period begins on the day we receive Written Certification/Written Re-certification that the Insured is Chronically III.

**Written Certification:** Means written documentation from a Licensed Health Care Practitioner, provided at the Owner's or Insured's expense, certifying that the Insured is Chronically III and in need of Services, likely for the rest of the Insured's life, as set forth in a Plan of Care.

**Written Re-certification:** Means Written Certification, at our expense, provided prior to the start of each Benefit Period after the first.

## **BENEFITS**

**Eligibility for Benefits:** The Insured will become eligible, each Benefit Period, for Accelerated Death Benefit payments during the life of the Insured when each of the following conditions are met:

1. We receive Your written request for the Accelerated Death Benefit;
2. We receive Written Certification or Written Re-certification;
3. The Policy and this Rider are in force;
4. We receive written consent from any irrevocable beneficiaries or assignee of record named in the policy;
5. The Waiting Period has expired; and
6. The Insured is Chronically III at the time a benefit payment is made.

We reserve the right to independently assess the Insured's Chronic Illness and benefit eligibility. As part of this assessment we have the right to require that the Insured be examined by a Licensed Health Care Practitioner chosen by us. We will pay for this examination. The Insured must be certified as Chronically III for the entire period in which benefits are being paid.

**Waiver of Waiting Period:** The Waiting Period may be waived for Benefit Periods after the first. This depends on the length of time that has passed from the end of the prior Benefit Period to the date we receive Written Re-certification. Solely for the purpose of establishing the criteria for waiver of the Waiting Period, this time period is as follows:

1. If less than [30] days have passed, we will consider the Chronic Illness to be a continuation from the prior Benefit Period and no new Waiting Period will have to be satisfied.
2. If [30] days or more have passed, a new Waiting Period will have to be satisfied.

**Lifetime Maximum Benefit:** The Lifetime Maximum Benefit under this rider is equal to the lesser of (i) a percentage of the death benefit at the time all of the conditions in Eligibility for Benefits are first satisfied or (ii) the Lifetime Dollar Limitation. The lesser of (i) or (ii) will be reduced by any outstanding lien against the policy resulting from any other accelerated death benefit endorsement or rider attached to the policy. The Lifetime Maximum Benefit Percentage and the Lifetime Dollar Limitation are shown in the policy schedule.

**Maximum Monthly Benefit:** The Maximum Monthly Benefit, shown in the policy schedule, is the maximum amount that may be accelerated in any single month. The Maximum Monthly Benefit may not exceed the monthly equivalent of the per diem limitations declared by the Internal Revenue Service.

**Monthly Benefit:** The Monthly Benefit is the amount paid each month beginning on the first day of the Benefit Period. If the Insured is certified as Chronically III for only a portion of a month, the Monthly Benefit will be adjusted to equal the daily equivalent of the Monthly Benefit multiplied by the number of days during the month that the Insured is certified as Chronically III. Each Benefit Period you may, by written instruction, select the Monthly Benefit amount of at least [\$250.00] and not exceeding the Maximum Monthly Benefit. If you do not select a Monthly Benefit amount the Monthly Benefit will be the Maximum Monthly Benefit. The Monthly Benefit is not cumulative. The entire Maximum Monthly Benefit may be taken, but if not, the remaining portion does not carry forward.

**Changes to the Monthly Benefit:** You may change the Monthly Benefit amount, by written notice, at the beginning of each Benefit Period. Your written request to change the Monthly Benefit amount must be provided at least [90] days in advance of the next Benefit Period. Any change in the Monthly Benefit cannot exceed the Maximum Monthly Benefit. We will adjust the final Monthly Benefit payment so as not to exceed the Lifetime Maximum Benefit.

**Lump Sum Option:** You may choose to receive the accelerated benefit as a lump sum. The lump sum will equal the sum of the present value of the Monthly Benefit (before any adjustment for loans) payable for each month of the Benefit Period. The maximum interest rate used in calculating the present value will not exceed the greater of:

1. The current yield on 90 day Treasury Bills; or,
2. The current maximum statutory adjustable policy loan interest rate.

### **RIDER COST**

**Rider Cost:** The monthly charge for this rider will not exceed the Maximum Monthly Charge shown in the policy schedule. The monthly charge for this rider will be added to the Monthly Deduction, unless waived under the Waiver of Costs provision.

**Waiver of Costs:** During any Benefit Period, the Monthly Deduction will cease until such time as the benefit payments are discontinued. This Waiver of Costs is in place of any benefit providing a waiver/credit of premium under any other rider or endorsement attached to the policy.

### **IMPACT ON POLICY**

**Proportional Reductions:** Each Monthly Benefit payment will reduce certain current values by a proportional amount. This proportion will equal the Monthly Benefit payment, before reduction for repayment of Policy Debt, divided by the death benefit immediately before the payment. The current values that will be reduced by this provision are:

1. Policy Value;
2. Face amount;
3. Surrender Charges, if any;
4. Minimum premium requirements for lapse protection, if any;
5. Cumulative minimum premium requirements for lapse protection, if any;
6. Cumulative premiums paid to date; and
7. Policy Debt, if any.

An amount equal to Policy Debt reduction will be applied to repay Policy Debt, and thus will reduce the net amount of proceeds distributable as an accelerated death benefit.

**Restriction of Death Benefit Option:** Upon satisfying all of the conditions in Eligibility for Benefits, the following restriction will apply: If a Death Benefit Option other than Option A (Level Death Benefit) is in effect, the Death Benefit Option will be changed to Option A (Level Death Benefit) prior to the first Benefit Payment. No further Death Benefit Option changes are permitted during any Benefit Period.

## GENERAL PROVISIONS

**Exclusions:** This rider does not cover Chronic Illness caused by any of the following:

1. Alcoholism and drug addiction;
2. Illness, treatment or medical condition arising out of:
  - a. War or act of war (whether declared or undeclared);
  - b. Participation in a Felony, riot or insurrection;
  - c. Service in the armed forces or units auxiliary thereto;
  - d. Attempted Suicide or an intentionally self-inflicted injury, while sane or insane;
  - e. Aviation (applicable to non-fare paying only).

No benefits are provided by this rider if the Insured or his/her Licensed Health Care Practitioner reside outside of the United States.

**Termination:** This rider will terminate on the earliest of:

1. Your written notice to terminate this rider;
2. Termination of the policy to which this rider is attached;
3. The death of the Insured;
4. You submit, after all of the conditions in Eligibility for Benefits are first satisfied, a valid claim for any benefits provided by an accelerated death benefit for terminal illness endorsement or rider attached to the policy;
5. The date that the Lifetime Maximum Benefit is exhausted;
6. The date that a Partial Surrender or a Policy Loan is taken from the policy during a Benefit Period.

If this rider terminates, any unpaid Monthly Benefits for the current Benefit Period will be commuted to present value and paid in a lump sum prior to rider termination.

**Third Party Notice:** You may designate, by written notice, a third party to receive notice of a pending termination of this rider due to non-payment of premiums. We will provide written notice to you and the designated third party, if any, not less than 30 days prior to the date this rider is scheduled to terminate due to non-payment of premium.

**Reinstatement:** If the policy to which this rider is attached terminates and is subsequently reinstated this rider may also be reinstated subject to the terms and conditions for reinstatement in the policy.

If the termination was a result of Severe Cognitive Impairment no evidence of insurability will be required to reinstate if:

1. we receive your written request to reinstate within 5 months of the termination;
2. you provide medical proof, at your expense, that you suffered from Severe Cognitive Impairment at the time of the termination; and,
3. all other conditions for reinstatement are met.

Signed for the Company and made part of the policy as of the Effective Date.

PROTECTIVE LIFE INSURANCE COMPANY



Deborah J. Long  
Secretary

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**DISCLOSURE FORM FOR CHRONIC ILLNESS ACCELERATED DEATH BENEFIT RIDER**

**NOTICE:** The rider is intended to provide an accelerated death benefit which will qualify for favorable tax treatment under Section 101 (g)(1)(B) of the Internal Revenue Code, as amended, or its successor, except as provided in Section 101(g)(5) of the Internal Revenue Code, as amended, or its successor. As with all tax matters, the Owner should consult a personal tax advisor to assess the impact of any benefit received under the rider. Any benefit received under the rider may impact the recipient's eligibility for Medicaid or other government benefits.

**PURPOSE OF DISCLOSURE FORM**

This disclosure form provides a brief description of the important features of the rider. This is not an insurance contract. Only the rider contains governing contractual provisions. This means that the rider sets forth in detail the rights and obligations of both the Owner and the Company.

**GENERAL DESCRIPTION**

The rider provides for accelerated death benefit payments each Benefit Period (subject to a lifetime maximum benefit), during the lifetime of the Insured and while the rider is in force, if the Insured is first diagnosed as being a Chronically Ill Individual by a Licensed Health Care Practitioner after the Effective Date and all of the terms and conditions of the rider are met. The accelerated death benefit amount the Company will pay each Benefit Period is called the Maximum Monthly Benefit.

**DEFINITIONS**

**Benefit Period:** The initial Benefit Period is the 12 month period beginning on the 1<sup>st</sup> monthly anniversary after approval of a request for accelerated benefits. Each subsequent benefit period is the 12 month period beginning on the 1<sup>st</sup> monthly anniversary after the most recent Benefit Period and satisfaction of the eligibility for benefits requirements.

**Maximum Monthly Benefit:** Means the maximum amount that can be accelerated in any single month during each Benefit Period (may be taken as a lump sum equal to the sum of the present value of the Maximum Monthly Benefit, before adjustments for Policy Debt, for each month of the Benefit Period).

**Chronically Ill:** Means that the Insured has been certified, within the preceding 12 months, by a Licensed Health Care Practitioner as:

1. Being unable to perform, without Substantial Assistance from another individual, at least two Activities of Daily Living for a period of at least 90 days due to a loss of functional capacity; or,
2. Requiring Substantial Supervision to protect the Insured from threats to health and safety due to Severe Cognitive Impairment.

**ELIGIBILITY FOR BENEFITS**

The Insured will become eligible, each Benefit Period, for Accelerated Death Benefit payments during the life of the Insured when each of the following conditions are met:

1. We receive Your written request for the Accelerated Death Benefit;
2. We receive Written Certification or Written Re-certification;
3. The Policy and this Rider are in force;
4. We receive written consent from any irrevocable beneficiaries or assignee of record named in the policy;
5. The Waiting Period has expired; and
6. The Insured is Chronically Ill at the time a benefit payment is made.

**IMPACT ON THE POLICY**

**Proportional Reductions:** Each Monthly Benefit payment will reduce certain current values by a proportional amount. This proportion will equal the Monthly Benefit payment, before reduction for repayment of Policy Debt, divided by the death benefit immediately before the payment. The current values that will be reduced by this provision are:

1. Policy Value;
2. Face amount;
3. Surrender Charges, if any;
4. Minimum premium requirements for lapse protection, if any;
5. Cumulative minimum premium requirements for lapse protection, if any;
6. Cumulative premiums paid to date; and
7. Policy Debt, if any.

An amount equal to Policy Debt reduction will be applied to repay Policy Debt, and thus will reduce the net amount of proceeds distributable as an accelerated death benefit

**Waiver of Costs:** During any Benefit Period, the Monthly Deduction will cease until such time as the benefit payments are discontinued. This Waiver of Costs is in place of any benefit providing a waiver/credit of premium under any other rider or endorsement attached to the policy.

I acknowledge receipt of the Disclosure Form for Chronic Illness Accelerated Death Benefit Rider.

City & State: \_\_\_\_\_ Date: \_\_\_\_\_

Agent (Print Name): \_\_\_\_\_ Agent Signature: \_\_\_\_\_

Applicant / Owner (Print Name): \_\_\_\_\_ Applicant / Owner (Sign Full Name): \_\_\_\_\_

**RETURN THIS SIGNED ACKNOWLEDGMENT TO HOME OFFICE**  
**ORIGINAL – HOME OFFICE**

**DISCLOSURE FORM FOR CHRONIC ILLNESS ACCELERATED DEATH BENEFIT RIDER**

**NOTICE:** The rider is intended to provide an accelerated death benefit which will qualify for favorable tax treatment under Section 101 (g)(1)(B) of the Internal Revenue Code, as amended, or its successor, except as provided in Section 101(g)(5) of the Internal Revenue Code, as amended, or its successor. As with all tax matters, the Owner should consult a personal tax advisor to assess the impact of any benefit received under the rider. Any benefit received under the rider may impact the recipient's eligibility for Medicaid or other government benefits.

**PURPOSE OF DISCLOSURE FORM**

This disclosure form provides a brief description of the important features of the rider. This is not an insurance contract. Only the rider contains governing contractual provisions. This means that the rider sets forth in detail the rights and obligations of both the Owner and the Company.

**GENERAL DESCRIPTION**

The rider provides for accelerated death benefit payments each Benefit Period (subject to a lifetime maximum benefit), during the lifetime of the Insured and while the rider is in force, if the Insured is first diagnosed as being a Chronically Ill Individual by a Licensed Health Care Practitioner after the Effective Date and all of the terms and conditions of the rider are met. The accelerated death benefit amount the Company will pay each Benefit Period is called the Maximum Monthly Benefit.

**DEFINITIONS**

**Benefit Period:** The initial Benefit Period is the 12 month period beginning on the 1<sup>st</sup> monthly anniversary after approval of a request for accelerated benefits. Each subsequent benefit period is the 12 month period beginning on the 1<sup>st</sup> monthly anniversary after the most recent Benefit Period and satisfaction of the eligibility for benefits requirements.

**Maximum Monthly Benefit:** Means the maximum amount that can be accelerated in any single month during each Benefit Period (may be taken as a lump sum equal to the sum of the present value of the Maximum Monthly Benefit, before adjustments for Policy Debt, for each month of the Benefit Period).

**Chronically Ill:** Means that the Insured has been certified, within the preceding 12 months, by a Licensed Health Care Practitioner as:

3. Being unable to perform, without Substantial Assistance from another individual, at least two Activities of Daily Living for a period of at least 90 days due to a loss of functional capacity; or,
4. Requiring Substantial Supervision to protect the Insured from threats to health and safety due to Severe Cognitive Impairment.

**ELIGIBILITY FOR BENEFITS**

The Insured will become eligible, each Benefit Period, for Accelerated Death Benefit payments during the life of the Insured when each of the following conditions are met:

7. We receive Your written request for the Accelerated Death Benefit;
8. We receive Written Certification or Written Re-certification;
9. The Policy and this Rider are in force;
10. We receive written consent from any irrevocable beneficiaries or assignee of record named in the policy;
11. The Waiting Period has expired; and
12. The Insured is Chronically Ill at the time a benefit payment is made.

**IMPACT ON THE POLICY**

**Proportional Reductions:** Each Monthly Benefit payment will reduce certain current values by a proportional amount. This proportion will equal the Monthly Benefit payment, before reduction for repayment of Policy Debt, divided by the death benefit immediately before the payment. The current values that will be reduced by this provision are:

8. Policy Value;
9. Face amount;
10. Surrender Charges, if any;
11. Minimum premium requirements for lapse protection, if any;
12. Cumulative minimum premium requirements for lapse protection, if any;
13. Cumulative premiums paid to date; and
14. Policy Debt, if any.

An amount equal to Policy Debt reduction will be applied to repay Policy Debt, and thus will reduce the net amount of proceeds distributable as an accelerated death benefit

**Waiver of Costs:** During any Benefit Period, the Monthly Deduction will cease until such time as the benefit payments are discontinued. This Waiver of Costs is in place of any benefit providing a waiver/credit of premium under any other rider or endorsement attached to the policy.

I acknowledge receipt of the Disclosure Form for Chronic Illness Accelerated Death Benefit Rider.

City & State: \_\_\_\_\_ Date: \_\_\_\_\_

Agent (Print Name): \_\_\_\_\_ Agent Signature: \_\_\_\_\_

Applicant / Owner (Print Name): \_\_\_\_\_ Applicant / Owner (Sign Full Name): \_\_\_\_\_

**PLEASE RETAIN THIS COPY FOR YOUR RECORDS**  
**COPY – OWNER**

SERFF Tracking Number: PRTA-126240665 State: Arkansas  
Filing Company: Protective Life Insurance Company State Tracking Number: 43060  
Company Tracking Number: VICKIE 624  
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
Product Name: L624 9-09  
Project Name/Number: L624 9-09/L624 9-09

## Supporting Document Schedules

**Item Status:** **Status**  
**Date:**

**Satisfied - Item:** Flesch Certification  
**Comments:**  
**Attachment:**  
Readability Certification.pdf

**Item Status:** **Status**  
**Date:**

**Satisfied - Item:** Application  
**Comments:**  
The applications currently used for selecting this product are U-661 (9/06), approved October 11, 2006 and PL-200 (2/08), approved February 21, 2008 and Rider Worksheet for selection PL-105R (6/09) approved July 21, 2009.

**Item Status:** **Status**  
**Date:**

**Satisfied - Item:** Sample Schedule Pages  
**Comments:**  
Sample Policy Schedule Page and Schedule of Additional Benefits showing the selection of rider L624.  
**Attachments:**  
SAMPLE Schedule Pages UL-15V5.pdf  
SAMPLE Schedule Additional Benefits SP-624.pdf

**Item Status:** **Status**  
**Date:**

**Satisfied - Item:** Statement of Variability  
**Comments:**  
**Attachment:**  
Statement of Variability.pdf

Protective Life Insurance Company  
Post Office Box 2606  
Birmingham, Alabama 35282-9887

NAIC 458-68136  
FEIN 63-0169720

## READABILITY CERTIFICATION

**Regarding:** **Form Number**    **Form Title**  
L624 9-09                      Chronic Illness Accelerated Death Benefit Rider

This is to certify that the enclosed forms (and the corresponding state specific variations) have achieved compliance with the FLESCH Ease of Reading Test, with scores as outlined in the following table.

	<b>L624</b>
<b>Words:</b>	2,185
<b>Sentences:</b>	100
<b>Syllables:</b>	3,473
<b>FLESCH Score:</b>	50.18



Keith Kirkley, J.D., MBA  
Assistant Vice President  
Product Implementation  
Contract Drafting & Filing Team

July 22, 2009

**POLICY SCHEDULE**

**POLICY NUMBER:** [SPECIMEN]

**LIFE INSURANCE**

**SCHEDULE OF ADDITIONAL BENEFITS**

<b>RIDER FORM NUMBER</b>	<b>TITLE</b>	<b>*INITIAL MONTHLY CHARGE</b>
L624 9-09	Chronic Illness Accelerated Death Benefit Rider	See Schedule Page SP-624

SAMPLE

\* THE COST OF ANY ADDITIONAL INSURANCE OR BENEFIT WILL BE DETERMINED ACCORDING TO THE TERMS OF THE RIDER THAT PROVIDES IT.

\*\*\*\*\*

**BASED ON THE PLANNED PREMIUM, THE GUARANTEED RATE OF INTEREST AND THE GUARANTEED MAXIMUM INSURANCE RATES, COVERAGE MAY EXPIRE PRIOR TO ATTAINED AGE 121 AS SET FORTH IN THE POLICY. REFER TO THE TABLE OF VALUES FOR MORE INFORMATION.**

**POLICY INFORMATION ON THE POLICY EFFECTIVE DATE**

<b>INSURED:</b> [JOHN DOE]	<b>INITIAL DEATH BENEFIT OPTION:</b> [A]
<b>AGE:</b> [35] <b>[GENDER]:</b> [MALE]	<b>POLICY EFFECTIVE DATE:</b> [NOVEMBER 01, 2009]
<b>RATE CLASS:</b> [NON-TOBACCO]	<b>MONTHLY ANNIVERSARY DATE:</b> [1]
<b>MINIMUM MONTHLY PREMIUM:</b> [\$28.23]	<b>LAPSE PROTECTION PERIOD:</b> [15] YEARS
<b>INITIAL FACE AMOUNT:</b> [\$100,000]	<b>MINIMUM FACE AMOUNT:</b> [\$25,000]
<b>INITIAL PREMIUM:</b> [\$1,383.74]	<b>MINIMUM MODAL PREMIUM:</b> [\$120.00]
<b>OWNER:</b> [JOHN DOE]	<b>COMPLIANCE TEST:</b> [GUIDELINE PREMIUM]

**POLICY SCHEDULE (CONTINUED)**

**SCHEDULE OF ADDITIONAL BENEFITS  
CHRONIC ILLNESS ACCELATED DEATH BENEFIT RIDER**

**Waiting Period:** [90] days

**Lifetime Maximum Benefit Percentage:** [90%]

**Lifetime Dollar Limitation:** [\$1,000,000]

**Maximum Monthly Benefit:** [\$7,500.00]

**MAXIMUM MONTHLY CHARGE PER \$1000 OF RIDER NET AMOUNT AT RISK**

POLICY YEAR	CHARGE	POLICY YEAR	CHARGE	POLICY YEAR	CHARGE	POLICY YEAR	CHARGE
1	0.091	26	0.743	51	9.506	76	49.133
2	0.096	27	0.827	52	10.528	77	51.728
3	0.100	28	0.928	53	11.645	78	54.483
4	0.108	29	1.043	54	12.842	79	57.409
5	0.114	30	1.163	55	14.104	80	60.513
6	0.122	31	1.289	56	15.422	81	63.806
7	0.132	32	1.418	57	16.661	82	67.299
8	0.144	33	1.548	58	17.953	83	71.004
9	0.158	34	1.688	59	19.315	84	74.935
10	0.175	35	1.833	60	20.754	85	79.102
11	0.194	36	2.008	61	22.266	86	83.333
12	0.213	37	2.205	62	23.649	87+	0.000
13	0.233	38	2.463	63	25.124		
14	0.244	39	2.736	64	26.698		
15	0.258	40	3.023	65	28.378		
16	0.277	41	3.336	66	30.175		
17	0.299	42	3.678	67	31.601		
18	0.330	43	4.074	68	33.120		
19	0.363	44	4.538	69	34.737		
20	0.406	45	5.073	70	36.457		
21	0.458	46	5.656	71	38.261		
22	0.512	47	6.320	72	40.179		
23	0.569	48	7.012	73	42.218		
24	0.618	49	7.758	74	44.386		
25	0.675	50	8.583	75	46.688		

Protective Life Insurance Company  
Birmingham, Alabama 35282-9887

NAIC 458-68136  
FEIN 63-0169720

**Statement of Variability  
Rider Form L624 9-09 (and state variations thereof)**

No variables will change with respect to in-force policies without notification, appropriate regulatory approvals, and (where required) consent of the contract holder, owner or participant.

**Rider Form L624 9-09**

Benefit Period – No less than 3 months or more than 12 months

Waiver of Waiting Period – No less than 30 days or more than 365 days

Minimum Monthly Benefit Amount – Not less than \$250 or more than \$1000

**Sample Schedule Page SP-624**

Maximum Monthly Charge – Will vary by waiting period, maximum monthly benefit, policy face amount, age, sex, class and duration.

Waiting Period – No less than 90 days or more than 365 days

Lifetime Maximum Benefit Percentage – No less than 50% or more than 100%

Lifetime Dollar Limitation – No Less than \$250,000 or more than \$5,000,000

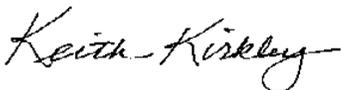
Maximum Monthly Benefit – No less than \$500 or more than the then current monthly equivalent of the IRS Dollar amount per Diem limitation as adopted by reference under IRC 101(g)(3)(D).

Percentage Increase Each Policy Year – No less than 0% or more than 10%. If the current percentage is 0% the Increase portion will not print.

**CERTIFICATION**

I certify that the information contained in this Statement of Variability is true and correct to the best of my knowledge and belief, and that I am duly authorized by the company to make this certification.

Signed for the Company by:



Keith Kirkley, J.D. MBA  
Assistant Vice President  
Protective Life Insurance Company

July 22, 2009

*SERFF Tracking Number:*      *PRTA-126240665*                      *State:*                      *Arkansas*  
*Filing Company:*              *Protective Life Insurance Company*              *State Tracking Number:*      *43060*  
*Company Tracking Number:*      *VICKIE 624*  
*TOI:*                      *L08 Life - Other*                      *Sub-TOI:*                      *L08.000 Life - Other*  
*Product Name:*              *L624 9-09*  
*Project Name/Number:*      *L624 9-09/L624 9-09*

## Superseded Schedule Items

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.

<b>Creation Date:</b>	<b>Schedule</b>	<b>Schedule Item Name</b>	<b>Replacement Creation Date</b>	<b>Attached Document(s)</b>
07/23/2009	Form	Critical Illness Accelerated Death Benefit Rider	08/11/2009	L624 9-09.pdf