

SERFF Tracking Number: PRTA-126450720 State: Arkansas  
 Filing Company: Protective Life Insurance Company State Tracking Number: 44568  
 Company Tracking Number: VICKIE-SG-RFT-P  
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium  
 Product Name: SG-RFT-P  
 Project Name/Number: SG-RFT-P/SG-RFT-P

## Filing at a Glance

Company: Protective Life Insurance Company

Product Name: SG-RFT-P

TOI: A03I Individual Annuities - Deferred Variable

Sub-TOI: A03I.002 Flexible Premium

Filing Type: Form

SERFF Tr Num: PRTA-126450720 State: Arkansas

SERFF Status: Closed-Approved-Closed State Tr Num: 44568

Co Tr Num: VICKIE-SG-RFT-P

State Status: Approved-Closed

Reviewer(s): Linda Bird

Author: Vickie Jerkins

Disposition Date: 01/15/2010

Date Submitted: 01/13/2010

Disposition Status: Approved-Closed

Implementation Date:

Implementation Date Requested: 03/01/2010

State Filing Description:

## General Information

Project Name: SG-RFT-P

Project Number: SG-RFT-P

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: A substantially similar filing has been submitted to our domiciliary state of Tennessee as an IIPRC Compact Filing.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 01/15/2010

Explanation for Other Group Market Type:

State Status Changed: 01/15/2010

Deemer Date:

Created By: Vickie Jerkins

Submitted By: Vickie Jerkins

Corresponding Filing Tracking Number: PRTA-126450906

Filing Description:

FORM NUMBER.....FORM TITLE

SG-RFT-P-1005.....Application for Flexible Premium Deferred Fixed Annuity Contract

SG-RFT-P-2005C.....Contract Cover Pages for Individual Annuity Contract

SG-RFT-P-2005.....Individual Flexible Premium Deferred Fixed Annuity Contract

SG-RFT-P-2005S-01.....Schedule Insert

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Product Name: SG-RFT-P  
Project Name/Number: SG-RFT-P/SG-RFT-P  
SG-RFT-P-2005SR-01.....Schedule Insert  
SG-RFT-P-2005S-02.....Schedule Insert  
SG-RFT-P-2005SR-02.....Schedule Insert

The intended implementation date for this filing is March 1, 2010 or upon approval by the Interstate Insurance Compact. This filing does not contain any unusual or possibly controversial items that vary from normal company or industry standards. These forms are in a series of filings which will eventually update our portfolio of products. A substantially similar filing has been submitted to our domiciliary state of Tennessee as an IIPRC Compact Filing.

With the exception of company specific information (Name, Logo, Addresses, Form numbering, etc) this filing is identical to SERFF submission PRTA-126450906 for West Coast Life Insurance Company.

This product will be marketed to the general public on an individual basis by licensed producers through independent agents, banks and financial institutions, and other financial professionals such as planners and registered representatives of broker/dealers. This product is sold in both qualified and non-qualified markets.

This product is a federally registered security (variable annuity) and as such is exempt from state readability requirements. The forms provided in this filing have been created using a font size of 10 point or greater. 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 as bracketed.

A detailed Statement of Variability has been provided along with Exhibit A "RFT Variable Text Pieces, which details product specific information for input on Schedule Page A.

Required Actuarial Memorandum and Demonstrations have been provided.

#### Application Information:

The application used for selection of this product is SG-RFT-P-1005 and is included with this filing.

#### Contract Information:

Contract Cover Pages (Front and Back) are labeled with form number SG-RFT-P-2005C. Contract Body Pages are labeled with form number SG-RFT-P-2005.

The RFT-P form series consists of the various components (covers, schedules, body pages) necessary to create the company's line of flexible premium deferred fixed annuity contracts with a limited market value adjustment.

The minimum initial purchase payment required to issue a contract will vary by plan of insurance, with a range of \$5,000 to \$25,000. The maximum aggregate purchase payment we will accept is \$1,000,000 per contract without prior home

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office approval. Contracts will not be issued if any owner or annuitant would be older than age 85 on the issue date, and no purchase payment will be accepted within 10 years of the contract's annuity date. Currently, the latest annuity date permitted is the contract anniversary following the oldest owner's or annuitant's 95th birthday.

Withdrawals (or a full surrender of the contract) are permitted on or prior to the annuity date. The contract provides a death benefit equal to the adjusted contract value if an owner dies prior to the annuity date.

**Schedule Insert Information:**

Four versions of the Schedule Insert are submitted (SG-RFT-P-2005S-01, SG-RFT-P-2005SR-01, SG-RFT-P-2005S-02, and SG-RFT-P-2005SR-02). The difference can be found on Page B related to Minimum Interest Rates, Non-Forfeiture Interest Rates and within the Withdrawal Charge Table. ONLY ONE SCHEDULE INSERT WILL BE PROVIDED FOR EACH CONTRACT ISSUED.

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	

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**Filing Fees**

Fee Required? Yes  
 Fee Amount: \$350.00  
 Retaliatory? No  
 Fee Explanation: \$50.00 x 7 = \$350.00  
 Per Company: No

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Product Name: SG-RFT-P  
Project Name/Number: SG-RFT-P/SG-RFT-P

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Protective Life Insurance Company	\$350.00	01/13/2010	33488584

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/15/2010	01/15/2010

### 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	01/14/2010	01/14/2010	Vickie Jerkins	01/15/2010	01/15/2010

*SERFF Tracking Number:*      *PRTA-126450720*                      *State:*                      *Arkansas*  
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## **Disposition**

Disposition Date: 01/15/2010

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		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Certification of Compliance		Yes
Form	Application for Flexible Premium Deferred		Yes
	Fixed Annuity Contract		
Form	Contract Cover Pages for Individual		Yes
	Annuity Contract		
Form	Individual Flexible Premium Deferred		Yes
	Fixed Annuity Contract		
Form	Schedule Insert		Yes
Form	Schedule Insert		Yes
Form	Schedule Insert		Yes
Form	Schedule Insert		Yes

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 01/14/2010  
Submitted Date 01/14/2010  
Respond By Date 02/15/2010

Dear Vickie Jerkins,

This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: Filings of variable contracts must be accompanied by a certification that Regulation 33, in particular Articles VI, VII, IX and XI, has been reviewed and that the company is in compliance. Although Regulation 33 is specifically addressed to variable life, many of the same concerns affect variable annuities and regulation should be satisfied in as far as it applies to annuities.

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 01/15/2010  
Submitted Date 01/15/2010

Dear Linda Bird,

### Comments:

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

### Response 1

Comments: Submitted please find the required Certification of Compliance.

### Related Objection 1

Comment:

Filings of variable contracts must be accompanied by a certification that Regulation 33, in particular Articles VI, VII, IX and XI, has been reviewed and that the company is in compliance. Although Regulation 33 is specifically addressed to variable life, many of the same concerns affect variable annuities and regulation should be satisfied in as far as it applies to annuities.

### Changed Items:

#### Supporting Document Schedule Item Changes

Satisfied -Name: Certification of Compliance

Comment:

No Form Schedule items changed.

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

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Sincerely,  
Vickie Jerkins

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## Form Schedule

### Lead Form Number: SG-RFT-P-1005

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	SG-RFT-P-1005	Application/ Enrollment Form	Application for Flexible Premium Deferred Fixed Annuity Contract	Initial		0.000	SG-RFT-P-1005 (Application).pdf
	SG-RFT-P-2005C	Policy Jacket	Contract Cover Pages for Individual Annuity Contract	Initial		0.000	SG-RFT-P-2005C (Cover).pdf
	SG-RFT-P-2005	Policy/Contract Certificate	Individual Flexible Premium Deferred Fixed Annuity Contract	Initial		0.000	SG-RFT-P-2005 (Contract).pdf
	SG-RFT-P-2005S-01	Schedule Pages	Schedule Insert	Initial		0.000	SG-RFT-P-2005S-01 (Schedule).pdf
	SG-RFT-P-2005SR-01	Schedule Pages	Schedule Insert	Initial		0.000	SG-RFT-P-2005SR-01 (Schedule).pdf
	SG-RFT-P-2005S-02	Policy/Contract Certificate: Amendment, Insert Page, Endorsement or Rider	Schedule Insert	Initial		0.000	SG-RFT-P-2005S-02 (Schedule).pdf
	SG-RFT-P-2005SR-02	Schedule Pages	Schedule Insert	Initial		0.000	SG-RFT-P-2005SR-02 (Schedule).pdf

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*Project Name/Number:*      *SG-RFT-P/SG-RFT-P*

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**[ Contract Options - Not Required. Select the options to be included in your Contract. ]**

[  Money-Back Guarantee ]

[  SecurePay Lifetime Guaranteed Minimum Withdrawal Benefit ]

**Replacement**

Do you currently have an annuity contract or life insurance policy?  Yes  No

Will this annuity change or replace an existing annuity contract or life insurance policy?  Yes  No  
(If yes, please provide the company name and contract or policy number below.)

Company 1 \_\_\_\_\_ Contract or Policy # \_\_\_\_\_

Company 2 \_\_\_\_\_ Contract or Policy # \_\_\_\_\_

Company 3 \_\_\_\_\_ Contract or Policy # \_\_\_\_\_

**Special Remarks**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signatures**

I understand this application will be part of the annuity Contract. The information I provide is true and correct to the best of my knowledge and belief. The Company will treat my statements as representations and not warranties. The Company may accept instructions from any Owner on behalf of all Owners. If this application is declined, the Company shall have no liability except to return my Purchase Payments.

***Annuities involve risk, including the possible loss of principal.***

Application signed at: (City & State) \_\_\_\_\_ on (Date) \_\_\_\_\_.

Owner 1: \_\_\_\_\_ Owner 2: \_\_\_\_\_ Annuitant: \_\_\_\_\_

***We may request or obtain additional information to establish or verify your identity.***

**[ IMPORTANT NOTICE**

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law. ]

**Producer Report**

To the best of your knowledge and belief, does the applicant have any existing life insurance policy or annuity contract?  Yes  No

To the best of your knowledge and belief, does this annuity purchase change or replace any existing annuity or life insurance?  Yes  No

I determined the suitability of this annuity product to the applicant's financial objectives and situation by inquiring into the applicant's:  
 financial status  tax status  investment objectives  other relevant information

\* Comments: \_\_\_\_\_

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

I certify that I have truly and accurately recorded the information provided to my by the applicant on this annuity application.

Sign Producer Name: \_\_\_\_\_ Print Producer Name: \_\_\_\_\_

Producer #: \_\_\_\_\_ Agency /Brokerage: \_\_\_\_\_

Producer Phone #: \_\_\_\_\_



**INDIVIDUAL FLEXIBLE PREMIUM DEFERRED FIXED ANNUITY CONTRACT**  
**[ includes [ WAIVER OF WITHDRAWAL CHARGE ][ and ][ BONUS ] PROVISION(S) ]**  
**(Non-Participating)**

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

**[ WAIVER OF WITHDRAWAL CHARGES**

This Contract includes provisions that waive withdrawal charges for Diagnosis of a Terminal Condition, Confinement to a Nursing Care Facility [ and Unemployment ] if the qualifying conditions are met. ]

**GUARANTEE PERIODS**

Interest is credited to the Contract based, in part, on the Guarantee Period(s) to which your Contract Value is allocated. The availability of the Guarantee Periods is determined by the Company in its sole discretion. The Guarantee Periods shown on the application may be available only for the initial term.

**RIGHT TO CANCEL**

YOU HAVE THE RIGHT TO RETURN THIS CONTRACT. You may cancel this Contract within [ ten (10) ] days after you receive it by returning it 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. Upon cancellation, we will promptly return your Purchase Payments.

[  ]  
[ President ]

[  ]  
[ Secretary ]

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

***Administrative Office:***

PROTECTIVE LIFE INSURANCE COMPANY

[ [www.Protective.com](http://www.Protective.com) ]

[ 2801 Highway 280 South, Birmingham, Alabama 35223

P. O. Box 1928, Birmingham, Alabama 35282-8238

(800) 456-6330 ]

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Will be needed in production only if necessary to force  
"back page" text to the reverse in a two-sided print process.



Nashville, Tennessee  
(A Stock Insurance Company)

**INDIVIDUAL FLEXIBLE PREMIUM DEFERRED FIXED ANNUITY CONTRACT**  
**[ includes [ WAIVER OF WITHDRAWAL CHARGE ] [ and ] [ BONUS ] PROVISION(S) ]**  
**(Non-Participating)**

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

***Administrative Office:***

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[ [www.protective.com](http://www.protective.com) ]

[ 2801 Highway 280 South, Birmingham, Alabama 35223

P. O. Box 1928, Birmingham, Alabama 35282-8238

(800) 456-6330 ]

## DEFINITIONS

**Anniversary:** The same month and day as the Issue Date or an Effective Date each calendar year.

**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 sum of all the Sub-Account values on, or prior to the Annuity Date.

**Effective Date:** The date as of which a Sub-Account is established.

**Guarantee Period:** The duration of a declared interest rate guarantee.

**IIPRC:** The Interstate Insurance Product Regulation Commission.

**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.

**Liquidity Sub-Account:** A Sub-Account with a 1-Year Guarantee Period with no withdrawal charges.

**Maturity Date:** The last day of a Sub-Account's Guarantee Period and the date on which a declared interest rate guarantee expires.

**Maturity Value:** The value of a Sub-Account on its Maturity Date.

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

**Sub-Account:** A discrete subdivision of the Contract used to account for transactions associated with a specific allocation under the Contract.

**Sub-Account Year:** Any 12-month period beginning on the Sub-Account's Effective Date or a subsequent Sub-Account Anniversary.

**Withdrawal Value:** The amount we pay in response to a request for a withdrawal or surrender.

**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 96<sup>th</sup> 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. Owner 1 is the Annuitant unless you designate 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 96<sup>th</sup> 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 its 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.

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

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

**Application of Law** – The provisions of the Contract are to be interpreted in accordance with the Internal Revenue Code.

**Form Approval** – This Contract was approved by the Insurance Regulatory authority of the state in which it is issued for delivery and its provisions conform to the requirements of that state.

**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.

**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.

**Interest Rates** – We, in our sole discretion, establish the interest rates for the Contract but we will not declare a rate that is less than the Minimum Interest Rate. When setting interest rates, we may recognize different classes of Sub-Accounts. We determine the class criteria equitably and apply them uniformly to the Contracts. Because interest rates vary from time to time, equal amounts allocated to Sub-Accounts of the same class and Guarantee Period at different times may earn interest at different rates.

**Minimum Values** – Values available under the Contract, including any paid-up annuity, withdrawal and death benefit, are at least equal to the minimum required by the laws of the state in which the Contract is issued for delivery.

**Reports** – At least annually prior to the Annuity Date, we will prepare a statement showing: the amount and derivation of the Contract and Withdrawal Values as of the statement beginning and end dates; the Sub-Account values as of those dates; a reconciliation of all transactions that occurred during the statement period; and, any other information required by law. We will send it to you, at the address contained in our records, not more than 31 days after the statement end date. Additional statements are available upon request at no charge.

**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. If we have underpaid a benefit because of the error, we will make up the underpayment in a lump sum. If the error resulted in an overpayment, we will deduct the amount of the overpayment from the Contract Value or from any current or future payment due under the Contract. Underpayments and overpayments 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.

**Premium Tax** – Premium tax will be deducted, if applicable. Premium tax may be deducted from a Purchase Payment when accepted, from the Withdrawal Value, from the death benefit, or from amounts applied to an Annuity Option.

**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; however, we are not responsible for following any instruction or making any change or assignment before we actually receive the Written Notice.

## **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. Specific Purchase Payment limitations are shown in the "Contract Specifications and Limits" section of the Schedule. We reserve the right not to accept any Purchase Payment.

**Initial Purchase Payment** – A Purchase Payment associated with the application that is received at our administrative office within 60 days of the Issue Date.

**Allocation of Purchase Payments** – You allocate a Purchase Payment to one or more of the Guarantee Periods available at the time by including a Written Notice telling us the amount to allocate to each. You may not allocate to any Guarantee Period that extends beyond the Annuity Date then in effect. We allocated the Initial Purchase Payment received by the Issue Date according to the instructions on the application, as shown in the "Initial Purchase Payment Allocation" table on the Schedule.

**No Default** – You are not required to make any additional Purchase Payments.

## **SUB-ACCOUNTS AND INTEREST CREDITING**

**Establishing a Sub-Account** – We establish a separate Sub-Account for each allocation to a Guarantee Period. A Sub-Account may be established with a Purchase Payment, or with all or part of an existing Sub-Account's Maturity Value. We credit interest to each Sub-Account daily at a rate that when compounded yields an annual effective interest rate equal to its declared interest rate. The Sub-Account earns interest at that rate for the entire Guarantee Period, unless the Sub-Account is terminated earlier.

The minimum amount you must allocate to establish a Sub-Account is shown in the "Contract Specifications and Limits" section of the Schedule.

**Sub-Account Value** – Prior to the Annuity Date, the value of a Sub-Account is equal to:

- a) the amount allocated to the Sub-Account on its Effective Date; plus,
- b) interest credited to the Sub-Account; minus,
- c) withdrawals from the Sub-Account including associated withdrawal charges and premium tax, if any.

**Sub-Account Maturity** – At least 15, but not more than 45 days before a Sub-Account matures, we will send you a maturity notice at the address contained in our records. The notice will indicate the Maturity Date and projected Maturity Value. It will request your instructions regarding the distribution of the Maturity Value.

Anytime on or during the 30-day period following the Sub-Account's Maturity Date, you may take all or part of its Maturity Value in a lump sum, or may allocate all or part of that amount to one or more of the renewal Guarantee Periods available at that time. You may not allocate to any Guarantee Period that extends beyond the Annuity Date then in effect.

In addition to the other renewal options that may be available, we will always offer a Liquidity Sub-Account exclusively for allocations of part or all of a Sub-Account's Maturity Value.

If we do not receive your instructions regarding the distribution of the Maturity Value by the end of the 30-day period following the Maturity Date, we will allocate the entire amount to the Default Renewal Guarantee Period shown in the "Contract Specifications and Limits" section of the Schedule, as of the Maturity Date.

**Transfers Among Sub-Accounts** – You may not transfer amounts among existing Sub-Accounts, but you may use all or a portion of the value in a Liquidity Sub-Account to establish one or more new Sub-Accounts.

**Terminating a Sub-Account** – A Sub-Account terminates on its Maturity Date, or earlier if the Sub-Account Value is equal to \$0 prior to that date.

## **SURRENDERS AND WITHDRAWALS**

**Surrenders** – You may surrender your Contract any time prior to the Annuity Date for its Withdrawal Value.

**Withdrawals** – You may request a withdrawal prior to the Annuity Date provided:

- a) the amount requested is at least equal to the minimum withdrawal amount;
- b) the Contract Value immediately after the withdrawal is at least equal to the minimum initial Purchase Payment; and,
- c) the value of each remaining Sub-Account is at least equal to the minimum allocation per Sub-Account;

all as shown in the "Contract Specifications and Limits" section of the Schedule.

Your Written Notice requesting a withdrawal must specify the Sub-Account(s) from which it is to be taken and any other information we need to complete the payment to you.

**Free Withdrawal Amount** – Anytime after a Sub-Account's first Anniversary, you may withdraw all or a portion of its free withdrawal amount each Sub-Account Year. The Sub-Account's annual free withdrawal amount is shown in the "Contract Specifications and Limits" section of the Schedule. No withdrawal charge applies to aggregate annual withdrawals from a Sub-Account that do not exceed its free withdrawal amount.

**Interest Withdrawals** – Anytime before the Annuity Date, you may instruct us to automatically withdraw interest from one or more Sub-Accounts as it accrues on a monthly, quarterly, semi-annual or annual basis. Your Written Notice must specify the Sub-Account(s) from which interest withdrawals are to be taken, the withdrawal frequency, and all information necessary to complete the payments to you. No withdrawal charge applies to automatic interest withdrawals from a Sub-Account before its first Anniversary or to any automatic interest withdrawals from a Sub-Account that, when aggregated with other withdrawals during the same Sub-Account Year, do not exceed its free withdrawal amount.

**Calculating the Withdrawal Charge** – A separate withdrawal charge applies to each Sub-Account from which a withdrawal is taken. We calculate the withdrawal charge by multiplying the applicable withdrawal charge percentage by the withdrawal requested, less the Sub-Account's available free withdrawal amount, if any. The withdrawal charge percentage is based on the number of complete years since the Sub-Account's Effective Date and is shown in the "Withdrawal Charge Table" on the Schedule. No withdrawal charges apply on, or during the 30-day period following the Sub-Account's Maturity Date; or to amounts withdrawn or transferred from a Liquidity Sub-Account, paid as the death benefit, or applied to an Annuity Option.

**Withdrawal Value** – The amount we pay in response to a withdrawal request is equal to:

- a) the amount deducted from the Sub-Account value; minus,
- b) the applicable withdrawal charge and premium tax, if any.

If the withdrawal request involves more than one Sub-Account, the total Withdrawal Value is the sum of the Withdrawal Values of all the Sub-Accounts from which the withdrawal request was processed.

**Suspension or Delay in Payment of Surrender or Withdrawal** - We may delay payment of a surrender or withdrawal request for up to six months where permitted or required. We will pay interest on the delayed payments only as required under 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, Owner 1 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 the death of an Owner.

**Death Benefit** – The death benefit is the Contract Value, less any applicable premium tax, 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 an 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.

Notwithstanding any other Contract provision to the contrary, the entire "DEATH BENEFIT" section 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.

## **ANNUITIZATION**

**Annuity Date** – On the Issue Date, the Annuity Date is the Contract Anniversary following the oldest Owner's or Annuitant's 95<sup>th</sup> 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 Maturity Date of any existing Sub-Account or after the Contract Anniversary following the oldest Owner's or Annuitant's 95<sup>th</sup> birthday without our consent.

If this Contract is in force on the Annuity Date, you may take the Contract Value, less any applicable premium tax, in a lump sum or apply that amount 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 by the end of the 30-day period following the Annuity Date, we will apply your Contract Value, less any applicable premium tax, 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, no payment will be made after the death of the Annuitant regardless of how many, or whether any, annuity income payments have been made. If no certain period is selected and the Annuitant dies within 30 days of the Annuity Date but before any annuity income payment has been made, we will terminate this Contract and pay the Beneficiary the amount applied to the Annuity Option.

ADDITIONAL OPTION: You may purchase any annuity option we offer on the date this option is elected.

**Minimum Amounts** – If your Contract Value on the Annuity Date is less than Minimum Initial Purchase Payment shown in the "Contract Specifications and Limits" section of the Schedule, we reserve the right to pay the Contract Value in one lump sum. If at any time your annuity income payments are less than \$20, we reserve the right to change their frequency to an interval that will result in a payment at least equal to that amount.

**Guaranteed Purchase Rates** – The guaranteed interest basis for fixed income payments is 1.00%. The mortality basis is 60% of the Annuity 2000 Mortality Table projected 9 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 2009. 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.

<u>OPTION A TABLE</u> Payments for a Certain Period		<u>OPTION B TABLE</u> 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	8.76	60	2.99	2.75	2.97	2.74
15	5.98	65	3.44	3.14	3.40	3.12
20	4.60	70	4.05	3.67	3.94	3.61
25	3.77	75	4.85	4.40	4.62	4.27
30	3.21	80	5.95	5.44	5.43	5.10
		85	7.46	6.92	6.32	6.05
		90	9.52	8.98	7.19	6.99
		95	12.31	11.65	7.96	7.81

[ PRODUCT NAME ] SCHEDULE

CONTRACT NUMBER

ISSUE DATE

OWNER 1

BIRTH DATE OF OWNER 1

OWNER 2

BIRTH DATE OF OWNER 2

ANNUITANT

BIRTH DATE OF ANNUITANT

BENEFICIARY

As contained in our records

ANNUITY DATE

AGENT

[ Agent Name ]

[ Agency ]

[ Agent Address 1 ]

[ Agent Address 2 ]

[ C, S, Z ]

[ Phone # ]

INSURANCE REGULATORY AUTHORITY

[ State Department of Insurance ]

[ DOI phone number ]

[ DOI web address ]

TAX-QUALIFIED STATUS

[ Non-Qualified ]

INITIAL PURCHASE PAYMENT ALLOCATION AS OF THE ISSUE DATE

Initial Purchase Payment applied on the Issue Date: [ \$10,000 ]

<u>Sub-Account</u>	<u>Guarantee Period</u>	<u>Maturity Date</u>	<u>Amount Allocated</u>	<u>Declared Interest Rate</u>
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**REFER TO Exhibit A "RFT VARIABLE TEXT PIECES"**

**NO BONUS**

If No Bonus is offered, or if they were not earned on the Issue Date use the table above.

If a bonus was offered but not earned, insert **Text PPX**.

**BONUS OFFERED – PARTIAL BONUS EARNED**

If Purchase Payment Bonus is offered and partially earned, delete the table above and insert **Table PPB & Text PPP**.

**BONUS OFFERED – FULLY EARNED**

If Purchase Payment Bonus is offered and fully earned, delete the table above and insert **Table PPB & Text PPM**.

**CONTRACT SPECIFICATIONS AND LIMITS**

<b>Purchase Payments:</b>	The assets supporting this contract are part of our general account and subject to our general obligations and liabilities.
<b>Minimum Initial Purchase Payment:</b>	[ \$10,000 ]
<b>Additional Purchase Payments</b>	Not permitted on or after the oldest Owner's or Annuitant's 86 <sup>th</sup> birthday
<b>Minimum Additional Purchase Payment:</b>	[ \$2,000 ]
<b>Maximum Aggregate Purchase Payments:</b>	[ \$1,000,000 ]
<b>Minimum Allocation per Sub-Account:</b>	[ \$2,000 ]
<b>Default Renewal Guarantee Period:</b>	[ Liquidity Sub-Account ]
<b>Minimum Withdrawal Amount:</b>	[ \$100 ]
<b>Annual Sub-Account Free Withdrawal Amount:</b>	[ Interest Credited during the prior Sub-Account Year ] [ It does not include any Purchase Payment Bonus. ]
<b>Minimum Interest Rate:</b>	[ 1.50% ]
<b>Non-Forfeiture Interest Rate on the Issue Date:</b>	[ 1.00% ]

The Contract's Non-Forfeiture Interest Rate 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 prior to 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 Non-Forfeiture Interest Rate cannot be less than 1.00% nor more than 3.00%.

**WITHDRAWAL CHARGE TABLE**

<u>Number of Complete Years Elapsed Since the Sub-Account's Effective Date</u>	<u>Withdrawal Charge Percentage</u>
0	10%
1	9%
2	8%
3	7%
4	6%
5	5%
6	4%
7	3%
8	2%
9	1%
10+	0%

## [ PRODUCT NAME ] SCHEDULE

**CONTRACT NUMBER**

**ISSUE DATE**

**OWNER 1**

**BIRTH DATE OF OWNER 1**

**OWNER 2**

**BIRTH DATE OF OWNER 2**

**ANNUITANT**

**BIRTH DATE OF ANNUITANT**

**BENEFICIARY**

As contained in our records

**ANNUITY DATE**

**AGENT**

[ Agent Name ]

[ Agency ]

[ Agent Address 1 ]

[ Agent Address 2 ]

[ C, S, Z ]

[ Phone # ]

**INSURANCE REGULATORY AUTHORITY**

[ State Department of Insurance ]

[ DOI phone number ]

[ DOI web address ]

**TAX-QUALIFIED STATUS**

[ Non-Qualified ]

### INITIAL PURCHASE PAYMENT ALLOCATION AS OF THE ISSUE DATE

Initial Purchase Payment applied on the Issue Date: [ \$10,000 ]

<u>Sub-Account</u>	<u>Guarantee Period</u>	<u>Maturity Date</u>	<u>Amount Allocated</u>	<u>Declared Interest Rate</u>
--------------------	-----------------------------	--------------------------	-----------------------------	-----------------------------------

### REFER TO Exhibit A "RFT VARIABLE TEXT PIECES"

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#### **BONUS OFFERED – FULLY EARNED**

If Purchase Payment Bonus is offered and fully earned, delete the table above and insert **Table PPB & Text PPM**.

## CONTRACT SPECIFICATIONS AND LIMITS

<b>Purchase Payments:</b>	The assets supporting this contract are part of our general account and subject to our general obligations and liabilities.
<b>Minimum Initial Purchase Payment:</b>	[ \$10,000 ]
<b>Additional Purchase Payments</b>	Not permitted on or after the oldest Owner's or Annuitant's 86 <sup>th</sup> birthday
<b>Minimum Additional Purchase Payment:</b>	[ \$2,000 ]
<b>Maximum Aggregate Purchase Payments:</b>	[ \$1,000,000 ]
<b>Minimum Allocation per Sub-Account:</b>	[ \$2,000 ]
<b>Default Renewal Guarantee Period:</b>	[ Liquidity Sub-Account ]
<b>Minimum Withdrawal Amount:</b>	[ \$100 ]
<b>Annual Sub-Account Free Withdrawal Amount:</b>	[ Interest Credited during the prior Sub-Account Year ] [ It does not include any Purchase Payment Bonus. ]
<b>Non-Forfeiture Interest Rate on the Issue Date:</b>	[ 1.00% ]

This is the Non-Forfeiture Interest Rate for Sub-Accounts established on the Issue Date. For Sub-Accounts established after that date, the Non-Forfeiture Interest Rate will be identified each year by taking the 5-Year Constant Maturity Treasury Rate as of January 31, subtracting 1.25% and rounding the result to the nearest 0.05%, but will not be less than 1.00% nor more than 3.00%. The Non-Forfeiture Interest Rate thus identified is the Minimum Interest Rate for every Sub-Account established during the annual period beginning on May 1 of the calendar year in which the rate was identified and ending on April 30 of the following calendar year. Re-determination of the Non-Forfeiture Interest Rate has no effect on any existing Sub-Account.

## WITHDRAWAL CHARGE TABLE

<u>Number of Complete Years Elapsed Since the Sub-Account's Effective Date</u>	<u>Withdrawal Charge Percentage</u>
0	10%
1	9%
2	8%
3	7%
4	6%
5	5%
6	4%
7	3%
8	2%
9	1%
10+	0%

## [ PRODUCT NAME ] SCHEDULE

**CONTRACT NUMBER**

**ISSUE DATE**

**OWNER 1**

**BIRTH DATE OF OWNER 1**

**OWNER 2**

**BIRTH DATE OF OWNER 2**

**ANNUITANT**

**BIRTH DATE OF ANNUITANT**

**BENEFICIARY**

As contained in our records

**ANNUITY DATE**

**AGENT**

[ Agent Name ]

[ Agency ]

[ Agent Address 1 ]

[ Agent Address 2 ]

[ C, S, Z ]

[ Phone # ]

**INSURANCE REGULATORY AUTHORITY**

[ State Department of Insurance ]

[ DOI phone number ]

[ DOI web address ]

**TAX-QUALIFIED STATUS**

[ Non-Qualified ]

### INITIAL PURCHASE PAYMENT ALLOCATION AS OF THE ISSUE DATE

Initial Purchase Payment applied on the Issue Date: [ \$10,000 ]

<u>Sub-Account</u>	<u>Guarantee Period</u>	<u>Maturity Date</u>	<u>Amount Allocated</u>	<u>Declared Interest Rate</u>
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### REFER TO Exhibit A "RFT VARIABLE TEXT PIECES"

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**CONTRACT SPECIFICATIONS AND LIMITS**

<b>Purchase Payments:</b>	The assets supporting this contract are part of our general account and subject to our general obligations and liabilities.
<b>Minimum Initial Purchase Payment:</b>	[ \$10,000 ]
<b>Additional Purchase Payments</b>	Not permitted on or after the oldest Owner's or Annuitant's 86 <sup>th</sup> birthday
<b>Minimum Additional Purchase Payment:</b>	[ \$2,000 ]
<b>Maximum Aggregate Purchase Payments:</b>	[ \$1,000,000 ]
<b>Minimum Allocation per Sub-Account:</b>	[ \$2,000 ]
<b>Default Renewal Guarantee Period:</b>	[ Liquidity Sub-Account ]
<b>Minimum Withdrawal Amount:</b>	[ \$100 ]
<b>Annual Sub-Account Free Withdrawal Amount:</b>	[ Interest Credited during the prior Sub-Account Year ] [ It does not include any Purchase Payment Bonus. ]
<b>Minimum Interest Rate:</b>	[ 1.50% ]
<b>Non-Forfeiture Interest Rate on the Issue Date:</b>	[ 1.00% ]

The Contract's Non-Forfeiture Interest Rate 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 prior to 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 Non-Forfeiture Interest Rate cannot be less than 1.00% nor more than 3.00%.

**WITHDRAWAL CHARGE TABLE**

<u>Number of Complete Years Elapsed Since the Sub-Account's Effective Date</u>	<u>Withdrawal Charge Percentage</u>
0	8.50%
1	7.50%
2	6.50%
3	5.50%
4	4.50%
5	3.50%
6	2.50%
7	1.50%
8	0.50%
9	0%
10+	0%

[ PRODUCT NAME ] SCHEDULE

CONTRACT NUMBER

ISSUE DATE

OWNER 1

BIRTH DATE OF OWNER 1

OWNER 2

BIRTH DATE OF OWNER 2

ANNUITANT

BIRTH DATE OF ANNUITANT

BENEFICIARY

As contained in our records

ANNUITY DATE

AGENT

[ Agent Name ]

[ Agency ]

[ Agent Address 1 ]

[ Agent Address 2 ]

[ C, S, Z ]

[ Phone # ]

INSURANCE REGULATORY AUTHORITY

[ State Department of Insurance ]

[ DOI phone number ]

[ DOI web address ]

TAX-QUALIFIED STATUS

[ Non-Qualified ]

INITIAL PURCHASE PAYMENT ALLOCATION AS OF THE ISSUE DATE

Initial Purchase Payment applied on the Issue Date: [ \$10,000 ]

<u>Sub-Account</u>	<u>Guarantee Period</u>	<u>Maturity Date</u>	<u>Amount Allocated</u>	<u>Declared Interest Rate</u>
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**CONTRACT SPECIFICATIONS AND LIMITS**

<b>Purchase Payments:</b>	The assets supporting this contract are part of our general account and subject to our general obligations and liabilities.
<b>Minimum Initial Purchase Payment:</b>	[ \$10,000 ]
<b>Additional Purchase Payments</b>	Not permitted on or after the oldest Owner's or Annuitant's 86 <sup>th</sup> birthday
<b>Minimum Additional Purchase Payment:</b>	[ \$2,000 ]
<b>Maximum Aggregate Purchase Payments:</b>	[ \$1,000,000 ]
<b>Minimum Allocation per Sub-Account:</b>	[ \$2,000 ]
<b>Default Renewal Guarantee Period:</b>	[ Liquidity Sub-Account ]
<b>Minimum Withdrawal Amount:</b>	[ \$100 ]
<b>Annual Sub-Account Free Withdrawal Amount:</b>	[ Interest Credited during the prior Sub-Account Year ] [ It does not include any Purchase Payment Bonus. ]
<b>Non-Forfeiture Interest Rate on the Issue Date:</b>	[ 1.00% ]

This is the Non-Forfeiture Interest Rate for Sub-Accounts established on the Issue Date. For Sub-Accounts established after that date, the Non-Forfeiture Interest Rate will be identified each year by taking the 5-Year Constant Maturity Treasury Rate as of January 31, subtracting 1.25% and rounding the result to the nearest 0.05%, but will not be less than 1.00% nor more than 3.00%. The Non-Forfeiture Interest Rate thus identified is the Minimum Interest Rate for every Sub-Account established during the annual period beginning on May 1 of the calendar year in which the rate was identified and ending on April 30 of the following calendar year. Re-determination of the Non-Forfeiture Interest Rate has no affect on any existing Sub-Account.

**WITHDRAWAL CHARGE TABLE**

<b><u>Number of Complete Years Elapsed Since the Sub-Account's Effective Date</u></b>	<b><u>Withdrawal Charge Percentage</u></b>
0	8.50%
1	7.50%
2	6.50%
3	5.50%
4	4.50%
5	3.50%
6	2.50%
7	1.50%
8	0.50%
9	0%
10+	0%

SERFF Tracking Number: PRTA-126450720 State: Arkansas  
 Filing Company: Protective Life Insurance Company State Tracking Number: 44568  
 Company Tracking Number: VICKIE-SG-RFT-P  
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium  
 Product Name: SG-RFT-P  
 Project Name/Number: SG-RFT-P/SG-RFT-P

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<p><b>Satisfied - Item:</b> Flesch Certification  <b>Comments:</b>            Flesch Certification: This product is a federally registered security (variable annuity) and as such is exempt from state readability requirements.  <b>Attachment:</b>            AR Certification.pdf</p>		
<p><b>Bypassed - Item:</b> Application  <b>Bypass Reason:</b> Application included with filing.  <b>Comments:</b></p>		
<p><b>Satisfied - Item:</b> Statement of Variability  <b>Comments:</b>            A detailed Statement of Variability has been provided along with Exhibit A "RFT Variable Text Pieces, which details product specific information for input on Schedule Page A.  <b>Attachments:</b>            Statement of Variables (SG).pdf            Exhibit A Variable Text Pieces (SG).pdf</p>		
<p><b>Satisfied - Item:</b> Certification of Compliance  <b>Comments:</b>  <b>Attachment:</b>            AR RFT Certification.pdf</p>		

# PROTECTIVE LIFE INSURANCE COMPANY BIRMINGHAM, ALABAMA

## CERTIFICATION OF COMPLIANCE

### Arkansas

**FORM(S):**

SG-RFT-P-1005	Application for Flexible Premium Deferred Fixed Annuity Contract
SG-RFT-P-2005C	Contract Cover Pages for Individual Annuity Contract
SG-RFT-P-2005	Individual Flexible Premium Deferred Fixed Annuity Contract
SG-RFT-P-2005S-01	Schedule Insert
SG-RFT-P-2005SR-01	Schedule Insert
SG-RFT-P-2005S-02	Schedule Insert
SG-RFT-P-2005SR-02	Schedule Insert

This is to certify that the Company is in compliance with Arkansas Insurance Department regarding:

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

Rule and Regulation 49 requirements for Guaranty Association Notice;

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

Marc E. Cavadel, J.D., FLMI, AAPA  
Assistant Vice President  
Product Implementation  
Contract Drafting & Filing Team

January 12, 2010

## Statement of Variability

<b>FORM NUMBER</b>	<b>FORM TITLE</b>
SG-RFT-P-1005	Application for Flexible Premium Deferred Fixed Annuity Contract
SG-RFT-P-2005C	Cover Page for Individual Contract
SG-RFT-P-2005S-01	Schedule Insert
SG-RFT-P-2005S-02	Schedule Insert
SG-RFT-P-2005SR-01	Schedule Insert
SG-RFT-P-2005SR-02	Schedule Insert

### 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. Items customarily varied according to the specific plan of insurance. These are items appearing on the Schedule and include: Contract Number, Issue Date, Owner, Birth Date, Annuitant, and Annuity Date.
3. The page numbering scheme may be varied to adjust for revisions to the text.
4. Bracketed numbers within the text may be varied in accordance with applicable state statutory requirements and this Statement of Variability.
5. Benefit selection may vary by plan of insurance.
6. 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 SG-RFT-P-1005**

Marketing Name / Logo – *Will vary by product marketing name.*

Initial Purchase Payment - *Minimum purchase payment required for contract issue. Will not be less than \$5,000 nor more than \$25,000.*

Allocate to the Guarantee Periods – *Minimum to Allocate to the Guarantee Periods for contract issue. Will not be less than \$2,000 nor more than \$10,000.*

Contract Options – Money-Back Guarantee and/or Secure Pay Lifetime Guaranteed Minimum Withdrawal Benefit – *Offered or Not Offered.*

Important Notice – *Current "fraud" language. Notices required by state law. Will only vary according to statutory changes. Specific wording of notices will be updated according to changes in law.*

## **Contract Cover SG-RFT-P-2005C**

Title - *Will vary by product / plan of insurance offered or selected.*

Waiver of Withdrawal Charges - *Will vary by product / plan of insurance offered or selected.*

Officer Signatures – *Will only be changed to accurately disclose the company's officers. This change would not be made until any required notifications or regulatory filings are completed.*

Company Administrative Office Address, Website, and Phone Number – *Will only be changed to accurately disclose the company's correct mailing address, internet address and phone number.*

Right to Cancel – *"You may cancel this Contract within [ten (10)] days after you receive it...." : 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.*

## **Schedule Inserts SG-RFT-P-2005S-01, SG-RFT-P-2005S-02, SG-RFT-P-2005SR-01, AND SG-RFT-P-2005SR-02**

### **Page A Specific Information populated based on application for Owner and Annuitant:**

Product Name - *Will vary by product marketing name.*

Contract Number, Issue Date, Owner 1, Birth Date of Owner 1, Owner 2, Birth Date of Owner 2, Annuitant, Birth date of Annuitant, Annuity Date - *Information populated based on application for Owner and Annuitant.*

Agent information - *Information populated based on Agent soliciting application for Owner and Annuitant.*

Insurance Regulatory Authority - *Information populated based application / contract issued by state.*

Initial Purchase Payment Allocation as of the Issue Date - *Information populated based on application.*

Product Specific Variables – *as highlighted in red* – *Refer to the attached EXHIBIT A "RFT Variable Text Pieces" for the Schedule.*

### **Page B Contract Specification and Limits:**

Minimum Initial Purchase Payment - *The minimum initial purchase payment required to issue a contract will vary by plan of insurance, but will not be less than \$10,000 nor more than \$25,000.*

Minimum Additional Purchase Payment - *Minimum amount of each additional purchase payment. If additional purchase payments are permitted will be not less than \$2,000 nor more than \$10,000; if not permitted, will be "N/A".*

Maximum Aggregate Purchase Payments - *The maximum aggregate purchase payment we will accept is \$1,000,000 per contract without prior home office approval.*

Minimum Allocation per Sub-Account - *Minimum Allocation per Sub-Account will not be less than \$2,000 nor more than \$10,000.*

Default Renewal Guarantee Period - *Varies by plan of insurance. Refer to the attached EXHIBIT A Variable Text Pieces for the RFT Schedule.*

Minimum Withdrawal Amount - *Varies by plan of insurance; will be not less than \$50 nor more than \$500.*

Annual Sub-Account Free Withdrawal Amount: *Varies by plan of insurance. Refer to the attached EXHIBIT A Variable Text Pieces for the RFT Schedule.*

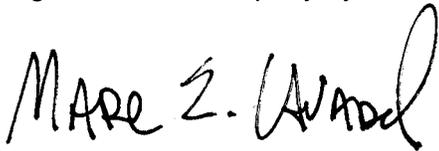
Minimum Interest Rate (on "S01" and "S02" only) - *Varies by plan of insurance; will be not less than 1.00% nor more than 4.00%.*

Non-Forfeiture Interest Rate on the Issue Date - *The non-forfeiture interest will not be less than 1.00% nor more than 3.00%.*

### **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:

A handwritten signature in black ink that reads "Marc E. Cavadel". The signature is written in a cursive style with a large, looped initial 'M'.

Marc E. Cavadel, J.D., FLMI, AAPA  
AVP – Product Development  
Protective Life Insurance Company  
January 11, 2010

## EXHIBIT A

### VARIABLE TEXT PIECES FOR THE RFT SCHEDULE

FORM NUMBER	FORM TITLE
SG-RFT-P-2005S-01	Schedule Insert
SG-RFT-P-2005S-02	Schedule Insert
SG-RFT-P-2005SR-01	Schedule Insert
SG-RFT-P-2005SR-02	Schedule Insert

1. [ Liquidity Sub-Account ] -or-  
[ [ 10 ]-Year Guarantee Period ] -or-  
[ Same Guarantee Period as the Maturing Sub-Account, if available. If not then offered, the next longer  
Guarantee Period available. ]
2. [ Daily Interest Credited during the prior Sub-Account Year ]  
[ [ 10% ] of the Sub-Account Value as of the prior Sub-Account Anniversary ]

If the product offers a purchase payment bonus, the following also display.  
[ It does not include any Purchase Payment Bonus. ]

### PURCHASE PAYMENT BONUS

#### Text PPX:

[ **Purchase Payment Bonus:** As of the Issue Date, you did not earn the Purchase Payment Bonus because the Initial Purchase Payment we received by that date was less than [ \$10,000 ] .

#### Purchase Payment Bonus Available for the Initial Purchase Payment

<u>Aggregate Initial Purchase Payment Received</u>	<u>Guarantee Periods of [ 4 ] Years and Less</u>	<u>Guarantee Periods of [ 5 ] Years and More</u>
Less than [ \$10,000 ]	[ 0.15% ]	[ 0.25% ]
At least [ \$10,000 ] but less than [ \$100,000 ]	[ 0.25% ]	[ 0.50% ]
At least [ \$100,000 ] but less than [ \$500,000 ]	[ 0.50% ]	[ 0.75% ]
[ \$500,000 ] or more	[ 0.75% ]	[ 1.00% ]

Sub-Accounts established with a portion of the Initial Purchase Payment received within 60 days of the Issue Date that aggregates to the amounts shown in the table above will be credited with the applicable Purchase Payment Bonus. Any Purchase Payment Bonus earned is additional interest credited to the Sub-Account.

If you return the Contract under its "Right to Cancel" provision, the amount we return will not include the Purchase Payment Bonus. Otherwise, the Purchase Payment Bonus is fully earned when applied.

The Purchase Payment Bonus % is guaranteed only for the Initial Purchase Payment. ]

**Table PPB:**

<u>Sub-Account</u>	<u>Initial Purchase Payment Applied</u>	<u>* Purchase Payment Bonus</u>	<u>* Amount Allocated</u>	<u>Declared Interest Rate for the Primary Guarantee Period</u>
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**Text PPP:**

[ \* **Purchase Payment Bonus:** The amount resulting from the application of the Purchase Payment Bonus shown in the table above was added to the Sub-Account as of the Issue Date and included in the "Amount Allocated". As of the Issue Date, you did not earn maximum the Purchase Payment Bonus because the Initial Purchase Payment we received by that date was less than [ \$500,000 ] .

**Purchase Payment Bonus Available for the Initial Purchase Payment**

<u>Aggregate Initial Purchase Payment Received</u>	<u>Guarantee Periods of [ 4 ] Years and Less</u>	<u>Guarantee Periods of [ 5 ] Years and More</u>
Less than [ \$10,000 ]	[ 0.15% ]	[ 0.25% ]
At least [ \$10,000 ] but less than [ \$100,000 ]	[ 0.25% ]	[ 0.50% ]
At least [ \$100,000 ] but less than [ \$500,000 ]	[ 0.50% ]	[ 0.75% ]
[ \$500,000 ] or more	[ 0.75% ]	[ 1.00% ]

Sub-Accounts established with a portion of the Initial Purchase Payment received within 60 days of the Issue Date that aggregates to the amounts shown in the table above will be credited with the applicable Purchase Payment Bonus. The Purchase Payment Bonus is additional interest credited to the Sub-Account.

If you return the Contract under its "Right to Cancel" provision, the amount we return will not include the Purchase Payment Bonus. Otherwise, the Purchase Payment Bonus is fully earned when applied.

The Purchase Payment Bonus % is guaranteed only for the Initial Purchase Payment. ]

**Text PPM:**

[ \* **Purchase Payment Bonus:** The amount resulting from the application of the Purchase Payment Bonus shown in the table above was added to the Sub-Account as of the Issue Date and included in the "Amount Allocated". If we receive any outstanding portion of the Initial Purchase Payment within 60 days of the Issue Date, those Sub-Accounts will also qualify for a bonus equal to [ 0.50% ] on amounts allocated to Guaranteed Periods of [ 4 ] years or less, and [ 1.00% ] on amounts allocated to Guaranteed Periods of [ 5 ] years or more. The Purchase Payment Bonus is additional interest credited to the Sub-Account.

If you return the Contract under its "Right to Cancel" provision, the amount we return will not include the Purchase Payment Bonus. Otherwise, the Purchase Payment Bonus is fully earned when applied.

The Purchase Payment Bonus % is guaranteed only for the Initial Purchase Payment. ]



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

NAIC 458-68136  
FEIN 63-0169720

January 15, 2010

# CERTIFICATION OF COMPLIANCE

## State: Arkansas

Regarding:	Form Number	Form Title
	SG-RFT-P-2005	Individual Flexible Premium Deferred Fixed Annuity Contract
	SG-RFT-P-2005C	Cover Pages for Individual Flexible Premium Deferred Fixed Annuity Contract

I hereby certify that, to the best of my knowledge and belief, the policy, contract form, certificate, enrollment form, application form, printed rider or endorsement form, or form of renewal certificate, as referenced above, complies with the applicable provisions of Arkansas Code 23-81-100, *et seq.*, and 23-81-300 *et seq.* relating to Individual Flexible Premium Deferred Fixed Annuities.

\_\_\_\_\_  
SIGNATURE OF OFFICER

Marc E. Cavadel, J.D., FLMI  
\_\_\_\_\_  
NAME OF OFFICER

AVP – Product Development  
\_\_\_\_\_  
TITLE AND/OR BUSINESS AFFILIATION