

SERFF Tracking Number: PRTA-126596595 State: Arkansas
Filing Company: Protective Life Insurance Company State Tracking Number: 45488
Company Tracking Number: BETH UL17
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: UL-17-AR 2-10
Project Name/Number: UL-17-AR 2-10/UL-17-AR 2-10

Filing at a Glance

Company: Protective Life Insurance Company

Product Name: UL-17-AR 2-10

TOI: L09I Individual Life - Flexible Premium

Adjustable Life

Sub-TOI: L09I.001 Single Life

Filing Type: Form

SERFF Tr Num: PRTA-126596595 State: Arkansas

SERFF Status: Closed-Approved- State Tr Num: 45488

Closed

Co Tr Num: BETH UL17

State Status: Approved-Closed

Reviewer(s): Linda Bird

Authors: Beth Fledderman, Laura Jackson

Disposition Date: 05/12/2010

Date Submitted: 04/23/2010

Disposition Status: Approved-Closed

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

General Information

Project Name: UL-17-AR 2-10

Project Number: UL-17-AR 2-10

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: Resubmission

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 02/25/2010

Domicile Status Comments:

Market Type: Individual

Previous Filing Number: SERFF PRTA-126478738, STATE 44764

Overall Rate Impact:

Filing Status Changed: 05/12/2010

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 04/27/2010

Created By: Laura Jackson

Deemer Date:

Submitted By: Laura Jackson

Corresponding Filing Tracking Number: PRTA-126596597

Filing Description:

RE:

Form Number /// Form Title or Description

UL-17-AR 2-10 /// Individual Flexible Premium Adjustable Life Insurance Policy

UL-17S 2-10 /// Base Policy Schedule

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This is a resubmission of a prior filing to which the Department had objections, and which we withdrew from consideration. The prior filing's tracking numbers are on the General Information tab. This resubmission addresses each of objections to the prior filing. Please note that an identical filing (except for corporate and form number references) is being made for Protective Life's affiliate West Coast Life Insurance Company. The corresponding filing's SERFF tracking number is on the General Information tab.

We are submitting this filing for your review and approval, as appropriate. These are new forms, which will not replace any forms currently in use by our company. This filing does not contain any unusual or possibly controversial items that vary from normal company or industry standards.

Independent agents and brokers will market the policy as general individual life insurance.

Currently we plan to include lapse protection with endorsement form UL-E34 2-10 and associated supplemental schedule pages UL-E34S 2-10, which were approved by your Department 02/02/2010 (SERFF Tracking PRTA-126469514, STATE Tracking 44699).

The policy, its lapse protection endorsement, and the associated current rating structure together create a product intended for marketing to customers who desire to maintain the option for permanent life insurance coverage, but for whom a low premium outlay during an extended initial time period is more important than cash value accumulation and/or a higher premium outlay after that initial period.

Currently, application for coverage will be made with application forms:

U-661 (9/06) (approved 10/11/2006; SERFF Tracking SERT-6U7SWU131; State: 33931)

BL-110 (10/06) (approved 10/19/2006; SERFF Tracking SERT-6UBQTE478; State: 33965)

PL-200 (2/08) (approved 02/21/2008; SERFF Tracking PRTA-125472573; State: 38074)

The submitted form is in final print, just, as it will be delivered to contract owners. The company reserves the right at any time to make minor non-material format changes including, but not limited to: paper stock, type face (but not font size) and page layout that become unavoidably necessary as a result of computer hardware and/or software upgrades and print technology changes. We certify that any necessary format changes will not affect the specific content of the approved form.

The forms were approved by our domiciliary state of Tennessee on 02/25/2010.

If you need further information, we can be contacted via SERFF, e-mail Beth.Fledderman@protective.com or Laura.Jackson@protective.com, or tollfree at 1-800-866-3555 ext. 5539 (Beth) or 7288 (Laura).

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Company and Contact

Filing Contact Information

Laura Jackson, Policy Contract Filing Specialist laura.jackson@protective.com
 2801 Highway 280 South 800-866-3555 [Phone] 7288 [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 per filing
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Protective Life Insurance Company	\$50.00	04/23/2010	35906191

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	05/12/2010	05/12/2010
Approved-Closed	Linda Bird	04/27/2010	04/27/2010

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Policy Schedule	Laura Jackson	05/11/2010	05/11/2010
Supporting Document	Actuarial Memorandum with Rate Exhibits	Laura Jackson	05/11/2010	05/11/2010

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Request to Reopen Filing	Note To Filer	Linda Bird	05/11/2010	05/11/2010
Request to Reopen Filing	Note To Reviewer	Laura Jackson	05/10/2010	05/10/2010

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Disposition

Disposition Date: 05/12/2010

Implementation Date:

Status: Approved-Closed

Comment: Amendments made to the original submission.

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	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document (revised)	Actuarial Memorandum with Rate Exhibits		No
Supporting Document	Actuarial Memorandum with Rate Exhibits	Replaced	No
Supporting Document	Statement of Variability		Yes
Form	Individual Flexible Premium Adjustable		Yes
	Life Insurance Policy		
Form (revised)	Policy Schedule		Yes
Form	Policy Schedule	Replaced	Yes

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Disposition

Disposition Date: 04/27/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Form (revised)	Policy Schedule		Yes
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Amendment Letter

Submitted Date: 05/11/2010

Comments:

AMENDMENT TO REVISE CERTAIN RATES AND ISSUE AGES

Dear Ms. Bird,

Thank you for your willingness to reopen this filing so that we may adjust the product's rates and issue ages.

Please note that an identical amendment is being made to the corresponding filing for Protective Life's affiliate West Coast Life Insurance Company (SERFF # PRTA-126596597; STATE # 45483).

After this filing - which has NOT yet been implemented - received state approval, the company made some adjustments to the product's rates and issue ages. Therefore, we are revising the policy schedule to change the John Doe monthly expense charge rate, which in turn affects some of the John Doe entries in the table of values. We are also revising the actuarial memo and attached rate exhibits to (1) modify the maximum issue ages for the 30-year initial planned premium pattern for the three male non-smoker classes and (2) modify the rate exhibit for the monthly per unit expense load. No other revisions have been made to these materials.

We apologize for the inconvenience caused by this amendment.

If you have any questions or need additional information as you review this amendment, please do not hesitate to contact us via SERFF, email beth.fledderman@protective.com or laura.jackson@protective.com, or toll-free phone 1-800-866-3555 x5539 (Beth) or x7288 (Laura).

Sincerely,

Laura Jackson

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action	Previous Filing #	Replaced Form #	Readability Score	Attachments
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Other

UL-17S 2-10 Schedule	Policy	Initial	UL-17S 2-10
Pages	Schedule		FR BR for
			AR.pdf

Supporting Document Schedule Item Changes:

User Added -Name: Actuarial Memorandum with Rate Exhibits

Comment:

UL-17 2-10 - Actuarial Memo FR NB w RE Attached.pdf

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Note To Filer

Created By:

Linda Bird on 05/11/2010 10:20 AM

Last Edited By:

Linda Bird

Submitted On:

05/11/2010 10:20 AM

Subject:

Request to Reopen Filing

Comments:

Filing has been re-opened in order for amendments to be made on the orginial submission.

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Note To Reviewer

Created By:

Laura Jackson on 05/10/2010 03:39 PM

Last Edited By:

Laura Jackson

Submitted On:

05/10/2010 03:43 PM

Subject:

Request to Reopen Filing

Comments:

Ms. Bird -

Thank you for your time on the phone this afternoon. Per our conversation, I'm sending you this note to request that you reopen this filing so that we may amend it to update the "Actuarial Memorandum with Rate Exhibits" supporting document item and the "Policy Schedule" form schedule item. The filing has not yet been implemented. After it was approved, the company made some adjustments to the product's rates and issue ages. Therefore, we wish to revise the policy schedule to change the John Doe monthly expense charge rate, which in turn affects some of the John Doe entries in the Table of Values. We also wish to provide revised actuarial materials to reflect the revised rates and issue ages.

We are making an identical request for the corresponding filing for our affiliate West Coast Life Insurance Company (PRTA-126596597; State # 45483).

Thanks again, and please accept our apologies for the inconvenience.

Sincerely,

Laura Jackson

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Form Schedule

Lead Form Number: UL-17-AR 2-10

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	UL-17-AR 2-10	Policy/Contract Certificate	Individual Flexible Premium Adjustable Life Insurance Policy	Initial		50.100	UL-17-AR 2-10.pdf
	UL-17S 2-10	Schedule Pages	Policy Schedule	Initial			UL-17S 2-10 FR BR for AR.pdf



**PROTECTIVE LIFE INSURANCE COMPANY / [P. O. BOX 2606 / BIRMINGHAM, ALABAMA 35202]
A STOCK COMPANY STATE OF DOMICILE - [TENNESSEE] [1-800-866-9933]**

LIFE INSURANCE POLICY

INSURED - [JOHN DOE]

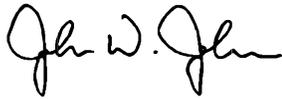
POLICY NUMBER - [SPECIMEN]

This Policy is a legal contract between the Owner (also referred to as "you" or "your") and Protective Life Insurance Company (also referred to as "the Company", "we", "us", or "our"). Please read it carefully.

Subject to the terms of this Policy, we will pay the Death Benefit proceeds to the Beneficiary upon due proof the Insured died while this Policy was in force.

The terms of this Policy are contained on this and the following pages.

YOU HAVE THE RIGHT TO CANCEL THIS INSURANCE POLICY. If you decide not to keep this Policy, return it to us or to the agent who sold it to you within [thirty (30)] days after it is first delivered to you. We will cancel the Policy and promptly refund any premium paid, so the Policy will be as if it had never been issued.

[]

[John D. Johns]
President

[]

[Deborah J. Long]
Secretary

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY

NON-PARTICIPATING - DOES NOT PAY DIVIDENDS

Adjustable Death Benefit

Flexible Premiums are Payable to the Company during the Life of the Insured through Age [120]

A Death Benefit is Payable to the Beneficiary if the Insured dies while the Policy is in Force

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PLACEHOLDER FOR POLICY SCHEDULE

PARTIES TO THE POLICY

Insured: The person whose life this Policy insures.

Owner: The person or persons named as Owner of the Policy in our records. The Insured is the Owner unless a different Owner is designated on the Policy Schedule and in our records. The Owner is entitled to exercise all rights and privileges provided by the Policy. Generally, individuals as well as non-natural persons, such as partnerships, corporations and trust, may be an Owner.

Beneficiary: The person or class of persons designated by the Owner to receive the Proceeds of this Policy upon the death of the Insured.

Primary - 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 there is no Primary Beneficiary, or if the Primary Beneficiary is not living.

There may be one or more than one Beneficiary in a class. If one or more persons in the class die before the Insured, the living members of the class will share the Policy's Death Benefit Proceeds equally unless you instruct us otherwise.

Owner's Right to Name Parties: You may name a Contingent Owner, the person or persons who will own this Policy if the Owner dies during the life of the Insured and while this Policy is in force. You may change the Owner (including a Contingent Owner) or Beneficiary, and may designate any Beneficiary as Irrevocable, though this may limit your ability to change that designation in the future or make other Policy changes.

Simultaneous Death: When the Insured and a named Beneficiary die within a period of 120 hours of each other and the order of death is unknown, we shall assume that the Beneficiary died before the Insured.

DEFINITIONS

The terms below have the specific meaning associated with them each time they are used in this Policy. Other terms may be defined elsewhere in this Policy and will have that meaning when they are used in this Policy.

Administrative Office: The location administrative services for this Policy are performed.

Age: The age of the Insured on the Policy Effective Date, as of the [nearest] birthday, plus the number of complete Policy Years since the Policy Effective Date.

Anniversary: The same month and day as an Effective Date in each subsequent year this Policy remains in force.

Application: Completed forms we require to obtain, continue, change or reinstate any insurance coverage provided by this Policy. If accepted, attached to, and acted upon by us, an application becomes a part of this Policy.

Code: The Internal Revenue Code of 1986, as amended, or its successor.

Effective Date: Any Monthly Anniversary on which insurance coverage or other benefit provided by this Policy begins, resumes, or changes. The Policy Effective Date is the Policy's initial Effective Date. Confirmation of an Effective Date will be sent to you in writing.

Irrevocable: For the purpose of this Policy, a designation that cannot be changed without the written consent of the person designated irrevocably.

Lapse: The termination of this Policy at the end of the grace period while the Insured is living. A lapse ends all insurance coverage and any other benefit provided by this Policy.

Month: The period of time that elapses between any two Monthly Anniversaries.

Monthly Anniversary: The same day as the Monthly Anniversary Day shown on the Policy Schedule in each subsequent month this Policy remains in force.

Policy: This document, including each Application we accept and every endorsement, amendment, rider or Policy Schedule we issue you in conjunction with it.

Policy Debt: The sum of all outstanding loans made against the Policy's Cash Value plus all accrued interest, less loan repayments made.

Proceeds: The net amount payable from this Policy as a result of claiming a benefit, or requesting a full or partial surrender or a loan. Benefits and amounts due from surrenders and loans will be adjusted as provided in this Policy prior to the payment of the Proceeds.

Surrender Value: Cash Value minus Policy Debt, if any, as of the date we process the request for a full or partial surrender.

Year: A 12-month period beginning on the Effective Date or an Anniversary.

GENERAL PROVISIONS

Entire Contract: This Policy is a legal contract between you and us. We entered into this contract in consideration of a complete Application and the payment of premiums. The Policy, including its Applications, both initial and supplemental are attached and all endorsements, amendments, riders and Policy Schedules, both initial and supplemental, constitute the entire agreement between you and us.

Representations and Contestability: In determining whether to issue this Policy we relied on the statements in the Application made by and for the Insured. We acknowledge these statements are representations, not warranties, but we have the right to contest the validity of this Policy or resist any claim based on a material misrepresentation in any Application we accept and make part of this Policy. However, we cannot bring any legal action to contest the validity of this Policy or to resist a claim after the Policy has been in force for two years during the life of the Insured, unless fraud is involved.

If we accept an Application to change the Policy, add or change a benefit, or reinstate the Policy after it has Lapsed and make the Application part of this Policy, we cannot bring any legal action to contest the change, addition or reinstatement after it has been in force for two years during the life of the Insured, unless fraud is involved.

Error In Age [or Gender]: If statements in an Application regarding the Insured's age [or gender] are not correct, we will adjust the Death Benefit of the Policy to that which would have been provided at the correct age [or gender] using the ratio of the cost of insurance charges from the most recent Monthly Deduction to the cost of insurance charges that would have been deducted for this plan of insurance at the correct age [and gender].

Modification of the Contract: No one is authorized to modify or waive any term or provision of this Policy unless we agree to the modification or waiver in writing and it is signed by our President, Vice-President, or Secretary. We have the right, subject to required regulatory approvals, to modify the Policy to conform to any applicable laws, regulations or rules issued by a government agency. If this occurs, we will send you the endorsement that modifies your Policy and will obtain all necessary regulatory approvals and consents.

Assignments: You may assign some or all of your rights in this Policy (as they exist at the time of the assignment) either irrevocably or for a limited period of time. However, this Policy may not be owned or assigned to a qualified retirement plan or to the trustee of a qualified retirement plan without our prior written consent. We must receive a signed copy of the assignment along with the written notice if the assignment is to be binding on us, even though we are not responsible for the legal effect, validity or sufficiency of the assignment.

Tax Considerations: On its Effective Date, this Policy qualified as life insurance under applicable sections of the Code. We have the right to modify the Policy to assure it continues to qualify as life insurance. If necessary to prevent it from failing to qualify as life insurance, we may:

- a) decline a premium payment; or,
- b) decline a request to change the Death Benefit options; or,
- c) decline to process a request for a partial surrender; or,
- d) decline a request to reduce the face amount; or,
- e) decline a request to add, modify or terminate any rider or benefit; or,
- f) refund any premium we previously accepted, including earnings associated with the refunded premium, if any.

Coverage Limitations: On the date this Policy or any subsequent modification or change is delivered to the Owner, unless the Insured's health and other conditions are as represented on the corresponding Application, we reserve the right to cancel the Policy or modification, or re-evaluate the Application and re-issue the Policy or modification with appropriate adjustments.

Suicide Exclusions: If, while sane or insane, the Insured commits suicide within two years of the Policy Effective Date, our total liability under the Policy is limited to the premiums paid from that date to the date of death, less Policy Debt and partial surrenders including applicable surrender charges and fees, if any.

Written Notice and Request: All instructions regarding this Policy, and any request to change or assign it must be in writing in a form acceptable to us and received at our administrative office. Written instructions, requests and assignments are effective as of the date they are signed, but we are not responsible for following any instruction or acting on any request or assignment before we actually receive it. Instructions, requests and assignments are subject to any payment we have made and any action we have taken prior to receiving the written notice.

Annual Report: Unless the Policy is in a grace period, no less frequently than once a year while it is in force we will send you a report that shows:

- a) the Policy Value as of the beginning and end of the reporting period;
- b) amounts added to or deducted from the Policy Value during the reporting period;
- c) Policy Debt, if any, as of the end of the reporting period.
- d) the Policy's Surrender Value as of the end of the reporting period;
- e) the Death Benefit as of the end of the reporting period; and,
- f) any other information required by law.

Projections of Policy Benefits and Values: Once each year at no cost, you may request by written notice a projection of the Death Benefit and certain other values. Unless you specify otherwise, the calculations will be based on the Policy's face amount, current premium assumptions and patterns, and the guaranteed interest rates, cost of insurance rates and Policy charges and fees. We may charge a fee that does not exceed the Projection Request Fee shown on the Policy Schedule for each additional projection you request that year.

Payment of Proceeds: Unless you instruct us otherwise by written notice, Proceeds are payable in a lump sum. We may delay payment of surrender or loan Proceeds for up to six months where permitted or required. However, we will not do so when the surrender or loan Proceeds will be used to pay premium to us.

Protection of Proceeds: To the extent permitted by law and subject to any assignment, the Proceeds of this Policy are free from legal process and the claims of creditors.

Minimum Values: The values generated under this Policy, including Cash and Surrender Values at least equal the minimum required by the state in which the Policy is issued. The method of computing minimum required values has been filed with the insurance supervisory authority of the state in which the Policy is issued.

Termination: All insurance and other benefits provided by this Policy terminate upon the first occurrence of any of the following events:

- a) you send a written request to terminate it and surrender the Policy;
- b) the Insured dies and we settle claims for the Death Benefit Proceeds;
- c) the Policy Lapses at the end of a premium grace period;
- d) Policy Debt exceeds the Policy Debt Limit and no loan repayments are received before the end of the loan grace period, except as described in the "Continuation of Insurance" provision.

We may deduct the cost of insurance already provided from any Policy Value remaining after termination. This deduction is not a reinstatement of the Policy nor does it constitute a waiver or rescission of the termination by us. Any value remaining after the Policy is terminated and the final deductions are made will be refunded to you in a lump sum.

Non-Participating: This Policy does not pay dividends, or share in the Company's surplus or profits.

PREMIUMS

Premium Payments: Premiums are the payments made to keep this Policy in force. This is a flexible premium policy. Subject to the requirements of the Code and the limitations and restrictions described in the Policy, premium payments may be made in any amount and mode while this Policy is in force during the life of the Insured. The amount and mode of the premium payments actually made will affect the Policy's Cash Value and the amount and duration of the insurance coverage.

Initial Premium: The amount of the initial premium is shown on the Policy Schedule and was due on the Policy Effective Date. There is no insurance coverage under this Policy until the initial premium is paid.

Subsequent Premiums: Subsequent premiums are payable at our Administrative Office unless we notify you otherwise in writing. Premium payments may be made by check payable to the Company, electronic funds transfer, or by any other method we allow at the time the premium is paid. If you request it in writing, we will provide without cost a receipt for any premium payment.

Planned Premium: Planned premium is our understanding of your intention regarding premium payments at any particular time. Your initial planned premium amount and mode was communicated to us at the time of the Application and described in the "TABLE OF VALUES" section of the Policy Schedule. You may change the amount and/or mode of your planned premium by written notice. You may instruct us to send you periodic reminders for the planned premium on an annual, semiannual or quarterly basis, or may pre-authorize automatic payment of planned premiums from a designated account at your bank or other financial institution.

Our acceptance of your planned premium instructions does not in any way imply or guarantee insurance coverage or any other benefit provided by this Policy will continue. If premium payments are discontinued and no subsequent premiums are paid the insurance provided by this Policy will continue only until the end of the Grace Period.

Minimum Premium Payment: No premium payment may be less than the minimum modal premium shown on the Policy Schedule, without our prior consent.

Premium Limitation: We have the right to refuse or refund any premium which during any Policy Year:

- a) increases the difference between the Death Benefit and the Policy Value; or,
- b) would result in the Policy failing to qualify as life insurance under the Code immediately or anytime in the future.

Grace Period: If on any Monthly Anniversary the Surrender Value is less than or equal to zero, and any applicable Lapse Protection provisions are not in effect, the Policy will begin a [61] day premium grace period. The insurance provided by this Policy remains in effect during the premium grace period.

We will notify you in writing that a premium grace period has begun. If we do not receive sufficient premium to keep the Policy in force before the end of the premium grace period, the Policy will terminate without value as of that date.

If the Insured dies during a premium grace period, the Death Benefit will be reduced by the amount of the unpaid Monthly Deductions plus interest before we pay or settle the Death Benefit Proceeds.

Reinstatement: If the Policy terminates at the end of a premium or loan grace period because we did not receive the amount required, you may request a reinstatement of the Policy. We will reinstate it if:

- a) we receive a reinstatement Application in good order within five years of the end of the grace period during the life of the Insured;
- b) you provide current evidence of insurability satisfactory to us;
- c) you pay the total amount due under the Policy since the beginning of the grace period including interest, if any, plus an amount at least equal to the Monthly Deduction for the upcoming month;
- d) you pay or agree to reinstate the Policy Debt.

The Effective Date of the reinstated Policy will be the Monthly Anniversary following the date we approve your reinstatement Application and requirements a - d, above, are satisfied.

DETERMINING VALUES

Net Premium: We deduct the Premium Expense Charge shown on the Policy Schedule from each premium payment before the remaining net premium is applied to the Policy.

Policy Value: The Policy Value on the Policy Effective Date is equal to the first net premium minus the Monthly Deduction for the first month.

On each subsequent Monthly Anniversary, the Policy Value is equal to:

- a) the Policy Value as of the prior Monthly Anniversary; plus,
- b) net premium received since the prior Monthly Anniversary, if any; plus,
- c) interest accrued since the prior Monthly Anniversary, if any; minus
- d) partial surrenders, surrender charges and fees since the prior Monthly Anniversary, if any; minus,
- e) the Monthly Deduction for the upcoming month.

Cash Value: The Cash Value of this Policy at any time is the Policy Value minus any applicable surrender charges and fees. The surrender charges and fees are shown on the Policy Schedule.

Interest: We, in our sole discretion, establish the interest rates used to calculate the Policy Value, but we will not establish an interest rate lower than the guaranteed interest rate shown on the Policy Schedule. For the purpose of determining Policy Value, interest accumulates on net premium as of the date it is applied to the Policy.

Monthly Deduction: The Monthly Deduction is composed of the following costs and charges, each of which is described on the Policy Schedule:

- a) the cost of insurance for the upcoming month; plus,
- b) the cost of any additional insurance coverage or benefit provided by a rider for the upcoming month, if any; plus,
- c) the administrative charge; plus,
- d) the monthly expense charge applicable to the initial face amount.

Cost of Insurance: The cost of insurance is equal to the Insured's cost of insurance rate for the upcoming month multiplied by the Policy's Net Amount at Risk, all divided by 1,000.

We, in our sole discretion, establish the monthly cost of insurance rates, but we will not establish cost of insurance rates greater than those in the table of Maximum Monthly Cost of Insurance Rates shown on the Policy Schedule. Cost of insurance rates are based on the Insured's Age, [gender], rate class, and the number of years elapsed since the Policy Effective Date. Any change in monthly cost of insurance rates will be based on our expected future experience of mortality, persistency and expenses, including taxes, and will be consistent for all Insureds in the same rate class.

Net Amount at Risk: The Net Amount at Risk on the Policy Effective Date is equal to:

- a) The Death Benefit on the Policy Effective Date; divided by,
- b) 1 plus the monthly guaranteed interest rate; minus,
- c) the Policy Value on the Policy Effective Date prior to taking the Monthly Deduction for the first month.

On each subsequent monthly anniversary, Net Amount at Risk is equal to:

- a) the Death Benefit on the monthly anniversary; divided by,
- b) 1 plus the monthly guaranteed interest rate; minus
- c) the Policy Value on the monthly anniversary prior to taking the Monthly Deduction for the upcoming month.

Continuation of Insurance: If this Policy is in force on the date the Insured attains the Age 121, no additional premium payments will be accepted and the Monthly Deduction will cease. The Policy will remain in force. Interest will continue to accrue on the Policy Value and on Policy Debt, if any.

Upon the death of the Insured, we will calculate and pay the Death Benefit Proceeds as described in the "DEATH BENEFIT" section of this Policy.

DEATH BENEFIT

Death Benefit: A Death Benefit is payable upon our receipt of due proof that the Insured died while this Policy was in force. The Death Benefit will comply with the applicable sections of the Code, as amended.

The Death Benefit is the greater of:

- a) the face amount as of the Insured's date of death; or,
- b) The Policy Value as of the Insured's date of death plus the corridor amount shown in the Policy Schedule.

Death Benefit Proceeds: The Death Benefit will be adjusted according to the Policy provisions prior to paying the Proceeds to the Beneficiary. Interest will be paid on the Death Benefit Proceeds according to the statutory regulations in effect at the time of the Insured's death.

If we have not paid the Death Benefit proceeds within 30 days after we receive due proof of the Insured's death, we will add interest at the rate of 8% per year.

POLICY LOANS

Right to Borrow: While this Policy is in force during the life the Insured, you may borrow from the Cash Value. You must assign this Policy to us but no other collateral is needed. The maximum loan we will make at any time is the amount that, when added to existing Policy Debt, does not exceed the Policy Debt Limit shown on the Policy Schedule.

Loan Interest: Loan interest accrues daily and is payable annually in [arrear] on each Policy Anniversary. If loan interest is not paid when due, it is added to the loan principal and will bear interest at the applicable annual effective rate until paid.

Repaying Policy Debt: You may repay part or all of the Policy Debt any time while this Policy is in force during the life the Insured. A written notice must accompany your payment to distinguish it from a premium payment. Any payment made to reduce Policy Debt cannot be less than the minimum modal premium shown on the Policy Schedule.

Effect of Policy Debt on Values and Proceeds: The portion of the Policy Value equal to Policy Debt will earn interest at the guaranteed interest rate shown on the Policy Schedule. Policy Debt will be deducted from the Death Benefit or Cash Value before paying or settling the death or surrender Proceeds.

Excess Policy Debt: We can terminate this Policy if the Policy Debt exceeds the Policy Debt Limit described on the Policy Schedule. If this occurs we will notify you in writing that a [31] day loan grace period has begun and will tell you the amount required to maintain the Policy. If we do not receive the required amount before the end of the loan grace period the Policy will terminate without value as of that date, except as described in the "Continuation of Insurance" provision.

SURRENDER AND PARTIAL SURRENDERS

Surrender: Anytime after the first Policy Anniversary during the life of the Insured, you may send us a written request to surrender the Policy. We will terminate the insurance and other benefits provided by the Policy as of the next Monthly Anniversary, prior to taking the Monthly Deduction for that upcoming month, and liquidate the Surrender Value as of that date. If you request a full surrender within 30-days after a Policy Anniversary, the Surrender Value will not be less than the Surrender Value as of the most recent prior Policy Anniversary minus additional Policy Debt and partial surrenders since that Policy Anniversary, if any.

You may take the Surrender Value Proceeds immediately in a lump sum or distribute them over time under a settlement option.

Partial Surrenders: After the first Policy Anniversary during the life of the Insured, you may send us a written notice requesting a partial surrender. We will process the request as of the next Monthly Anniversary. We will deduct the partial surrender fee, and may assess the surrender charge shown on the Policy Schedule, and send you the partial surrender Proceeds in a lump sum.

We will reduce the Policy Value by the amount of the partial surrender, including applicable surrender charges and fees. We may decrease the face amount, if necessary, so our Net Amount at Risk does not increase as a result of the partial surrender. We may restrict or decline requests for a partial surrender in which the resulting decrease in the face amount violates any restrictions described in the "Decreasing the Face Amount" provision in the section entitled, "CHANGING THE POLICY". We will not process any request for a partial surrender if, after the partial surrender, the face amount would be less than the minimum face amount shown on the Policy Schedule.

Surrender Charge: The surrender charge for the initial face amount is shown on the Policy Schedule.

A face amount decrease, including a decrease resulting from a partial surrender, will result in a surrender charge being deducted from the Policy Value. The deduction will be equal to the surrender charge for the Policy Year in which the face amount decrease occurs, multiplied by a) divided by b), where:

- a) Is the face amount decrease; and,
- b) Is the face amount immediately prior to the decrease.

Future surrender charges will be reduced proportionately by the amount of surrender charges already deducted.

CHANGING THE POLICY

Policy Changes: After the first Policy Anniversary while this Policy is in force during the life of the Insured, you may send us a written request to change this Policy as described in this section. Any change is conditioned on the limitations specifically set forth in this section or elsewhere in this Policy and must be approved by us before becoming effective.

Generally, a Policy change becomes effective as of the Monthly Anniversary on or following the date we approve the request. We will send you a supplemental Policy Schedule or other acknowledgment that documents the Policy change and shows its Effective Date. No agent or other person has the authority to change this Policy after it is issued and no change is effective until it is entered into our records.

Decreasing the Face Amount: We will not approve a face amount decrease that results in:

- a) a face amount lower than the minimum allowed for this plan of insurance as shown on the Policy Schedule;
- b) the Policy failing to qualify as life insurance under the applicable definition in the Code.

We may not approve a face amount decrease that is requested:

- a) prior to the third Policy Anniversary; or
- b) within one year of any earlier face amount decrease.

We reserve the right to assess the surrender charge described on the Policy Schedule based on the face amount decrease and to deduct the surrender charge from the Policy Value.

SETTLEMENT OPTIONS

Settlement Options: Settlement options are used to distribute Policy Proceeds over a period of time rather than paying them in a lump sum. Generally, Proceeds from the Death Benefit and surrenders may be applied to a settlement option. Proceeds from a loan or those payable pursuant to the suicide exclusion may not be applied to a settlement option and must be taken in lump sum.

If this Policy is subject to an assignment when the Proceeds from a Death Benefit or surrender are payable, the portion of the Proceeds subject to the assignment will be paid to the assignee immediately in a lump sum and the remaining Proceeds, if any, may be applied to a settlement option subject to the limitations in the "Minimum Amounts" provision of this section.

Selecting a Settlement Option: The Owner may select or change a settlement option while this Policy is in force during the life of the Insured. If the Owner selects a settlement option, then settlement Proceeds may not be taken or assigned in advance of their payment dates without the Owner's prior written notice.

If the Owner does not select a settlement option, or if we are unable to distribute any portion of the Proceeds according to the settlement option selected, the Beneficiary may select a settlement option from among those available at that time, or may take the amount due immediately in a lump sum.

All instructions to select or change a settlement option must be by written notice.

Option 1 – Payments for a Fixed Period: We will make equal monthly payments on the same day of each month for up to 30 years. The amount of each payment depends upon the amount applied to the settlement option, the period selected, and the interest rate in effect at the time the payments are determined. Minimum monthly rates per \$1,000 applied under settlement option 1 are shown in the table below, which is based on an annual effective interest rate of [1.50]%.

OPTION 1 TABLE					
Minimum Monthly Payment Rates for Each \$1,000 Applied					
Fixed (in years)	Monthly Payment	Fixed (in years)	Monthly Payment	Fixed (in years)	Monthly Payment
1	[89.20]	11	[8.21]	21	[4.62]
2	[42.26]	12	[7.58]	22	[4.44]
3	[28.39]	13	[7.05]	23	[4.28]
4	[21.45]	14	[6.59]	24	[4.13]
5	[17.28]	15	[6.20]	25	[3.99]
6	[14.51]	16	[5.85]	26	[3.86]
7	[12.53]	17	[5.55]	27	[3.75]
8	[11.04]	18	[5.27]	28	[3.64]
9	[9.89]	19	[5.03]	29	[3.54]
10	[8.96]	20	[4.81]	30	[3.44]

Option 2 – Payments for Life with a Guaranteed Fixed Period: We will make equal monthly payments on the same day of each month for the life of a designated person with payments guaranteed for either 10 or 20 years. Payments stop at the end of the guaranteed period or when the designated person dies, whichever is later. Minimum monthly rates per \$1,000 applied under settlement option 2 are shown in the table below.

The table is derived from mortality assumptions based on the [Annuity 2000 Mortality Table projected [6] years using the annual projection factors associated with the 1983 Individual Annuitant Mortality Table] and an annual effective interest rate of [1.50]%. One year will be deducted from the attained age of the designated person for every [3] completed years beyond the year [2006].

OPTION 2 TABLE

Minimum Monthly Payment Rates for Each \$1,000 Applied

Life with 10 Years		Life with 20 Years		Life with 10 Years		Life with 20 Years			
Age	Male	Female	Male	Female	Age	Male	Female	Male	Female
0-30	\$[1.68]	\$[1.68]	\$[1.68]	\$[1.63]	56	\$[3.37]	\$[3.08]	\$[3.25]	\$[3.02]
31	[2.17]	[2.06]	[2.16]	[2.05]	57	[3.45]	[3.15]	[3.32]	[3.08]
32	[2.20]	[2.08]	[2.19]	[2.08]	58	[3.54]	[3.22]	[3.39]	[3.15]
33	[2.22]	[2.10]	[2.22]	[2.10]	59	[3.63]	[3.30]	[3.46]	[3.22]
34	[2.25]	[2.13]	[2.25]	[2.13]	60	[3.73]	[3.39]	[3.53]	[3.29]
35	[2.28]	[2.16]	[2.28]	[2.15]	61	[3.84]	[3.48]	[3.60]	[3.36]
36	[2.32]	[2.18]	[2.31]	[2.18]	62	[3.94]	[3.57]	[3.68]	[3.43]
37	[2.35]	[2.21]	[2.34]	[2.21]	63	[4.06]	[3.67]	[3.75]	[3.51]
38	[2.38]	[2.24]	[2.37]	[2.24]	64	[4.18]	[3.78]	[3.83]	[3.59]
39	[2.42]	[2.27]	[2.41]	[2.27]	65	[4.31]	[3.89]	[3.90]	[3.67]
40	[2.46]	[2.30]	[2.44]	[2.30]	66	[4.44]	[4.01]	[3.98]	[3.75]
41	[2.50]	[2.34]	[2.48]	[2.33]	67	[4.58]	[4.13]	[4.05]	[3.83]
42	[2.54]	[2.37]	[2.52]	[2.36]	68	[4.73]	[4.27]	[4.12]	[3.91]
43	[2.59]	[2.41]	[2.56]	[2.40]	69	[4.88]	[4.41]	[4.19]	[4.00]
44	[2.63]	[2.45]	[2.60]	[2.44]	70	[5.04]	[4.55]	[4.26]	[4.08]
45	[2.68]	[2.49]	[2.65]	[2.47]	71	[5.20]	[4.71]	[4.32]	[4.16]
46	[2.73]	[2.53]	[2.69]	[2.51]	72	[5.37]	[4.88]	[4.39]	[4.23]
47	[2.78]	[2.57]	[2.74]	[2.56]	73	[5.54]	[5.05]	[4.44]	[4.30]
48	[2.83]	[2.62]	[2.79]	[2.60]	74	[5.72]	[5.23]	[4.49]	[4.37]
49	[2.89]	[2.67]	[2.84]	[2.64]	75	[5.90]	[5.42]	[4.54]	[4.43]
50	[2.95]	[2.72]	[2.89]	[2.69]	76	[6.09]	[5.62]	[4.58]	[4.49]
51	[3.01]	[2.77]	[2.95]	[2.74]	77	[6.28]	[5.82]	[4.62]	[4.54]
52	[3.08]	[2.83]	[3.01]	[2.79]	78	[6.47]	[6.03]	[4.66]	[4.59]
53	[3.14]	[2.88]	[3.07]	[2.85]	79	[6.66]	[6.25]	[4.69]	[4.63]
54	[3.21]	[2.94]	[3.13]	[2.90]	80	[6.85]	[6.46]	[4.71]	[4.66]
55	[3.29]	[3.01]	[3.19]	[2.96]	& over				

Option 3 – Interest Income: We make payments according to written instructions we receive and credit interest on the unpaid balance. We, in our sole discretion, establish the current interest rate on settlement option 3 from time to time, but will not declare an annual effective interest rate less than [1.50]%.

Option 4 – Payments of a Fixed Amount: We will make fixed payments on the same day of each month in the amount agreed upon between you and us. The amount of each payment may not be less than \$10 for each \$1,000 applied to the settlement option. Interest will be credited to the unpaid balance at a rate set by us (from time to time), but we will not declare an annual effective interest rate less than [1.50]%. The fixed payments will continue until the amount we hold runs out. The last payment will be for the unpaid balance only.

Death of the Payee: If a payee under a settlement option dies before the entire amount has been paid, we will pay the commuted value to the estate of the deceased payee in a lump sum unless directed otherwise by written notice.

Minimum Amounts: If the portion of the Death Benefit or surrender Proceeds owed to any one person is less than \$[5,000], we may pay that amount immediately in a lump sum. If, at any time, payments under a settlement option are less than \$[50], we have the right to change the frequency of the payments to an interval that results in a payment at least equal to that amount.

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FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY

NON-PARTICIPATING - DOES NOT PAY DIVIDENDS

Adjustable Death Benefit

Flexible Premiums are Payable to the Company during the Life of the Insured through Age [120]

A Death Benefit is Payable to the Beneficiary if the Insured dies while the Policy is in Force

POLICY SCHEDULE

POLICY NUMBER: [SPECIMEN]

LIFE INSURANCE

RIDER FORM NUMBER	SCHEDULE OF ADDITIONAL BENEFITS TITLE	*INITIAL MONTHLY CHARGE
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* THE COST OF ANY ADDITIONAL INSURANCE OR BENEFIT WILL BE DETERMINED ACCORDING TO THE TERMS OF THE RIDER THAT PROVIDES IT.

IF YOU PAY THE PLANNED PREMIUM EXACTLY AS DESCRIBED ON PAGE 3B AND AT ALL TIMES NOT LATER THAN WHEN IT IS DUE, MAKE NO POLICY CHANGES AND TAKE NO LOANS OR PARTIAL SURRENDERS, THEN THIS POLICY IS GUARANTEED TO STAY IN FORCE UNTIL THE END OF POLICY YEAR [86].

POLICY INFORMATION ON THE POLICY EFFECTIVE DATE

INSURED: [JOHN DOE]	POLICY EFFECTIVE DATE: [MARCH 1, 2010]
AGE: [35] [GENDER]: [MALE]	MONTHLY ANNIVERSARY DATE: [1]
RATE CLASS: [NON-TOBACCO]	MINIMUM FACE AMOUNT: [\$100,000]
INITIAL FACE AMOUNT: [\$250,000]	MINIMUM MODAL PREMIUM: [\$120.00]
INITIAL PREMIUM: [\$497.57]	
OWNER: [JOHN DOE]	

POLICY SCHEDULE (continued)

POLICY NUMBER: [SPECIMEN]

MAXIMUM POLICY CHARGES & FEES

PREMIUM EXPENSE CHARGE	10.00% OF EACH PREMIUM PAYMENT
MONTHLY EXPENSE CHARGE	[\$2.34] PER \$1,000 OF INITIAL FACE AMOUNT FOR THE FIRST [86] YEARS
ADMINISTRATIVE CHARGE	\$5.00 PER MONTH
PARTIAL SURRENDER FEE	\$25.00
PROJECTION REQUEST FEE	\$50.00

MAXIMUM MONTHLY COST OF INSURANCE RATES
(PER \$1,000 OF NET AMOUNT AT RISK)

AGE	RATE								
18		39	[\$0.114]	60	[\$0.743]	81	[\$6.320]	102	[\$33.120]
19		40	[0.122]	61	[0.827]	82	[7.012]	103	[34.737]
20		41	[0.132]	62	[0.928]	83	[7.758]	104	[36.457]
21		42	[0.144]	63	[1.043]	84	[8.583]	105	[38.261]
22		43	[0.158]	64	[1.163]	85	[9.506]	106	[40.179]
23		44	[0.175]	65	[1.289]	86	[10.528]	107	[42.218]
24		45	[0.194]	66	[1.418]	87	[11.645]	108	[44.386]
25		46	[0.213]	67	[1.548]	88	[12.842]	109	[46.688]
26		47	[0.233]	68	[1.688]	89	[14.104]	110	[49.133]
27		48	[0.244]	69	[1.833]	90	[15.422]	111	[51.728]
28		49	[0.258]	70	[2.008]	91	[16.661]	112	[54.483]
29		50	[0.277]	71	[2.205]	92	[17.953]	113	[57.409]
30		51	[0.299]	72	[2.463]	93	[19.315]	114	[60.513]
31		52	[0.330]	73	[2.736]	94	[20.754]	115	[63.806]
32		53	[0.363]	74	[3.023]	95	[22.266]	116	[67.299]
33		54	[0.406]	75	[3.336]	96	[23.649]	117	[71.004]
34		55	[0.458]	76	[3.678]	97	[25.124]	118	[74.935]
35	[\$0.091]	56	[0.512]	77	[4.074]	98	[26.698]	119	[79.102]
36	[0.096]	57	[0.569]	78	[4.538]	99	[28.378]	120	[83.333]
37	[0.100]	58	[0.618]	79	[5.073]	100	[30.175]	121+	[0]
38	[0.108]	59	[0.675]	80	[5.656]	101	[31.601]		

Mortality Basis: 2001 COMMISSIONER'S STANDARD ORDINARY (CSO) RATES MALE OR FEMALE, AGE NEAREST BIRTHDAY, SMOKER OR NON-SMOKER, AS APPLICABLE.

POLICY SCHEDULE (continued)

POLICY NUMBER: [SPECIMEN]

TABLE OF VALUES

GUARANTEED INTEREST RATE: 2.50%

THIS TABLE SHOWS PROJECTED VALUES AT THE END OF EACH POLICY YEAR BASED ON THE FOLLOWING ASSUMPTIONS:

- A) THE PLANNED PREMIUM IS PAID EXACTLY AS SHOWN IN THE TABLE BELOW AND EXACTLY WHEN DUE; AND,
- B) NO POLICY CHANGES ARE MADE; AND,
- C) NO POLICY LOANS OR SURRENDERS ARE TAKEN.

THESE PROJECTED VALUES ARE BASED ON: THE ASSUMPTIONS, THE GUARANTEED INTEREST RATE, THE MAXIMUM POLICY CHARGES AND FEES SHOWN ON PAGE 3A; AND, THE TABLE OF MAXIMUM MONTHLY COST OR INSURANCE RATES SHOWN ON PAGE 3A. BASED ON THE ASSUMPTIONS, THESE PROJECTED VALUES ARE AT LEAST EQUAL TO THE MINIMUM REQUIRED BY THE LAWS OF THE STATE IN WHICH THE POLICY WAS DELIVERED. HOWEVER, THE PROJECTED VALUES MAY BE HIGHER OR LOWER IF THERE ARE DEVIATIONS FROM THE ASSUMPTIONS.

TABLE OF VALUES

POLICY YEAR	PLANNED PREMIUM	POLICY VALUE	SURRENDER CHARGE	CASH VALUE	DEATH BENEFIT
1	[\$497.57]	[\$0]	[\$6,557]	[\$0]	[\$250,000]
2	[497.57]	[0]	[6,472]	[0]	[250,000]
3	[497.57]	[0]	[6,387]	[0]	[250,000]
4	[497.57]	[0]	[6,297]	[0]	[250,000]
5	[497.57]	[0]	[6,207]	[0]	[250,000]
6	[497.57]	[0]	[6,115]	[0]	[250,000]
7	[497.57]	[0]	[6,022]	[0]	[250,000]
8	[497.57]	[0]	[5,927]	[0]	[250,000]
9	[497.57]	[0]	[5,830]	[0]	[250,000]
10	[497.57]	[0]	[5,730]	[0]	[250,000]
11	[497.57]	[0]	[5,157]	[0]	[250,000]
12	[497.57]	[0]	[4,585]	[0]	[250,000]
13	[497.57]	[0]	[4,012]	[0]	[250,000]
14	[497.57]	[0]	[3,437]	[0]	[250,000]
15	[497.57]	[0]	[2,865]	[0]	[250,000]
16	[497.57]	[0]	[2,292]	[0]	[250,000]
17	[497.57]	[0]	[1,720]	[0]	[250,000]
18	[497.57]	[0]	[1,145]	[0]	[250,000]
19	[497.57]	[0]	[572]	[0]	[250,000]
20	[497.57]	[0]	[0]	[0]	[250,000]
21	[497.57]	[0]	[0]	[0]	[250,000]
22	[497.57]	[0]	[0]	[0]	[250,000]
23	[497.57]	[0]	[0]	[0]	[250,000]
24	[497.57]	[0]	[0]	[0]	[250,000]
25	[497.57]	[0]	[0]	[0]	[250,000]

POLICY SCHEDULE (continued)

POLICY NUMBER: [SPECIMEN]

TABLE OF VALUES CONTINUED

POLICY YEAR	PLANNED PREMIUM	POLICY VALUE	SURRENDER CHARGE	CASH VALUE	DEATH BENEFIT
26	[\$497.57]	[\$0]	[\$0]	[\$0]	[\$250,000]
27	[497.57]	[0]	[0]	[0]	[250,000]
28	[497.57]	[0]	[0]	[0]	[250,000]
29	[497.57]	[0]	[0]	[0]	[250,000]
30	[497.57]	[0]	[0]	[0]	[250,000]
31	[7469.14]	[0]	[0]	[0]	[250,000]
32	[7469.14]	[0]	[0]	[0]	[250,000]
33	[7469.14]	[0]	[0]	[0]	[250,000]
34	[7469.14]	[0]	[0]	[0]	[250,000]
35	[7469.14]	[0]	[0]	[0]	[250,000]
36	[7469.14]	[0]	[0]	[0]	[250,000]
37	[7469.14]	[0]	[0]	[0]	[250,000]
38	[7469.14]	[0]	[0]	[0]	[250,000]
39	[7469.14]	[0]	[0]	[0]	[250,000]
40	[7469.14]	[0]	[0]	[0]	[250,000]
41	[7469.14]	[0]	[0]	[0]	[250,000]
42	[7469.14]	[0]	[0]	[0]	[250,000]
43	[7469.14]	[0]	[0]	[0]	[250,000]
44	[7469.14]	[0]	[0]	[0]	[250,000]
45	[7469.14]	[0]	[0]	[0]	[250,000]
46	[7469.14]	[0]	[0]	[0]	[250,000]
47	[7469.14]	[0]	[0]	[0]	[250,000]
48	[7469.14]	[0]	[0]	[0]	[250,000]
49	[7469.14]	[0]	[0]	[0]	[250,000]
50	[7469.14]	[0]	[0]	[0]	[250,000]
51	[7469.14]	[0]	[0]	[0]	[250,000]
52	[7469.14]	[0]	[0]	[0]	[250,000]
53	[7469.14]	[0]	[0]	[0]	[250,000]
54	[7469.14]	[0]	[0]	[0]	[250,000]
55	[7469.14]	[0]	[0]	[0]	[250,000]
56	[7469.14]	[0]	[0]	[0]	[250,000]
57	[7469.14]	[0]	[0]	[0]	[250,000]
58	[7469.14]	[0]	[0]	[0]	[250,000]
59	[7469.14]	[0]	[0]	[0]	[250,000]
60	[7469.14]	[0]	[0]	[0]	[250,000]
61	[7469.14]	[0]	[0]	[0]	[250,000]
62	[7469.14]	[0]	[0]	[0]	[250,000]
63	[7469.14]	[0]	[0]	[0]	[250,000]
64	[7469.14]	[0]	[0]	[0]	[250,000]
65	[7469.14]	[0]	[0]	[0]	[250,000]

POLICY SCHEDULE (continued)

POLICY NUMBER: [SPECIMEN]

TABLE OF VALUES CONTINUED

POLICY YEAR	PLANNED PREMIUM	POLICY VALUE	SURRENDER CHARGE	CASH VALUE	DEATH BENEFIT
66	[\$7469.14]	[\$0]	[\$0]	[\$0]	[\$250,000]
67	[7469.14]	[0]	[0]	[0]	[250,000]
68	[7469.14]	[0]	[0]	[0]	[250,000]
69	[7469.14]	[0]	[0]	[0]	[250,000]
70	[7469.14]	[0]	[0]	[0]	[250,000]
71	[7469.14]	[0]	[0]	[0]	[250,000]
72	[7469.14]	[0]	[0]	[0]	[250,000]
73	[7469.14]	[0]	[0]	[0]	[250,000]
74	[7469.14]	[0]	[0]	[0]	[250,000]
75	[7469.14]	[0]	[0]	[0]	[250,000]
76	[7469.14]	[0]	[0]	[0]	[250,000]
77	[7469.14]	[0]	[0]	[0]	[250,000]
78	[7469.14]	[0]	[0]	[0]	[250,000]
79	[7469.14]	[0]	[0]	[0]	[250,000]
80	[7469.14]	[0]	[0]	[0]	[250,000]
81	[7469.14]	[0]	[0]	[0]	[250,000]
82	[7469.14]	[0]	[0]	[0]	[250,000]
83	[7469.14]	[0]	[0]	[0]	[250,000]
84	[7469.14]	[0]	[0]	[0]	[250,000]
85	[7469.14]	[0]	[0]	[0]	[250,000]
86	[7469.14]	[0]	[0]	[0]	[250,000]

POLICY SCHEDULE (continued)

POLICY NUMBER: [SPECIMEN]

SURRENDER CHARGE

# OF COMPLETE YEARS SINCE THE POLICY EFFECTIVE DATE	SURRENDER CHARGE	# OF COMPLETE YEARS SINCE THE POLICY EFFECTIVE DATE	SURRENDER CHARGE
0	[\$6,557]	10	[\$5,157]
1	[6,472]	11	[4,585]
2	[6,387]	12	[4,012]
3	[6,297]	13	[3,437]
4	[6,207]	14	[2,865]
5	[6,115]	15	[2,292]
6	[6,022]	16	[1,720]
7	[5,927]	17	[1,145]
8	[5,830]	18	[572]
9	[5,730]	19+	[0]

THIS TABLE SHOWS THE MAXIMUM SURRENDER CHARGES THAT APPLY TO THE INITIAL FACE AMOUNT DURING EACH OF THE FIRST 19 POLICY YEARS

POLICY LOANS

LOAN INTEREST RATES: THE ANNUAL EFFECTIVE LOAN INTEREST RATES APPLICABLE ON THE POLICY EFFECTIVE DATE ARE:

	POLICY YEARS 1-10	POLICY YEARS 11+
STANDARD LOAN	5.00%	5.00%

POLICY DEBT LIMIT: [95]% OF CASH VALUE

POLICY SCHEDULE (continued)

POLICY NUMBER: [SPECIMEN]

CORRIDOR PERCENTAGE

THE CORRIDOR AMOUNT IS A PERCENTAGE OF THE POLICY VALUE AND IT IS APPLIED AS PRESCRIBED IN SECTION 7702 OF THE CODE. THE PERCENTAGE VARIES ACCORDING TO THE INSURED'S ATTAINED AGE AS SHOWN IN THE TABLE BELOW:

Age at Death	Corridor Percentage						
35	[392.419]%	51	[185.380]%	67	[77.989]%	84	[25.436]%
36	[375.468]%	52	[176.188]%	68	[73.565]%	85	[23.683]%
37	[359.118]%	53	[167.376]%	69	[69.318]%	86	[22.049]%
38	[343.322]%	54	[158.924]%	70	[65.228]%	87	[20.532]%
39	[328.129]%	55	[150.850]%	71	[61.308]%	88	[19.129]%
40	[313.472]%	56	[143.156]%	72	[57.557]%	89	[17.828]%
41	[299.355]%	57	[135.814]%	73	[54.010]%	90	[16.618]%
42	[285.778]%	58	[128.800]%	74	[50.647]%	91	[15.480]%
43	[272.733]%	59	[122.053]%	75	[47.446]%	92	[14.367]%
44	[260.211]%	60	[115.575]%	76	[44.398]%	93	[13.252]%
45	[248.209]%	61	[109.370]%	77	[41.493]%	94	[12.107]%
46	[236.710]%	62	[103.452]%	78	[38.736]%	95	[10.888]%
47	[225.677]%	63	[97.829]%	79	[36.138]%	96	[9.534]%
48	[215.085]%	64	[92.496]%	80	[33.704]%	97	[7.931]%
49	[204.833]%	65	[87.427]%	81	[31.422]%	98	[5.947]%
50	[194.927]%	66	[82.600]%	82	[29.298]%	99	[3.394]%
				83	[27.306]%	100+	[0.000]%

SERFF Tracking Number: PRTA-126596595 State: Arkansas
 Filing Company: Protective Life Insurance Company State Tracking Number: 45488
 Company Tracking Number: BETH UL17
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: UL-17-AR 2-10
 Project Name/Number: UL-17-AR 2-10/UL-17-AR 2-10

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		

Comments:

Attached are the certifications regarding readability and sex discrimination requested above (and, with respect to sex discrimination, to address an objection from the prior filing).

Also attached are certifications regarding guaranteed/current rates and universal life insurance to address an objection from the prior filing.

Also attached are copies of our guaranty association notice (AR1) and consumer information notice (ARID), to address the requirements cited above and to address objections from the prior filing. These will be included with each policy issued on the submitted policy form.

Attachments:

- PL Readability Certification UL-17 2-10.pdf
- PL AR Cert re Sex Discrimination.pdf
- PL AR Cert re Guar and Curr Rates.pdf
- PL AR Cert re Universal Life Ins.pdf
- AR1.PDF
- ARID.PDF

	Item Status:	Status Date:
Satisfied - Item: Application		

Comments:

Currently, application for coverage will be made with application forms:

- U-661 (9/06) (approved 10/11/2006; SERFF Tracking SERT-6U7SWU131; State: 33931)
- BL-110 (10/06) (approved 10/19/2006; SERFF Tracking SERT-6UBQTE478; State: 33965)
- PL-200 (2/08) (approved 02/21/2008; SERFF Tracking PRTA-125472573; State: 38074)

	Item Status:	Status Date:
Bypassed - Item: Outline of Coverage		

SERFF Tracking Number: PRTA-126596595 State: Arkansas
Filing Company: Protective Life Insurance Company State Tracking Number: 45488
Company Tracking Number: BETH UL17
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: UL-17-AR 2-10
Project Name/Number: UL-17-AR 2-10/UL-17-AR 2-10
Bypass Reason: Not a health product.
Comments:

Item Status:

**Status
Date:**

Satisfied - Item: Statement of Variability
Comments:
Attachment:
UL-17 SOV AR.pdf

PROTECTIVE LIFE INSURANCE COMPANY

Birmingham, Alabama

READABILITY CERTIFICATION

This is to certify that the attached Form No. UL-17 2-10, along with all state variations, has achieved a Flesch Reading Ease Test Score of 50.1.

A handwritten signature in black ink that reads "Keith Kirkley". The signature is written in a cursive style with a large, looping 'y' at the end.

Keith Kirkley, JD, MBA
Assistant Vice President

Date: January 25, 2010

PROTECTIVE LIFE INSURANCE COMPANY

STATE OF ARKANSAS

RULE AND REGULATION 19 CERTIFICATION

This is to certify that the attached Form Nos. UL-17-AR 2-10, UL-17S 2-10, and UL-E34ST 2-10 are in compliance with Rule and Regulation 19 of the State of Arkansas regarding the Unfair Sex Discrimination in the Sale of Insurance.

Keith Kirkley, J.D., MBA
Assistant Vice President

Date: April 20, 2010

PROTECTIVE LIFE INSURANCE COMPANY

STATE OF ARKANSAS

CERTIFICATION

Form Numbers: UL-17-AR 2-10 with UL-17S 2-10

Protective Life Insurance Company (the "Company") certifies that the minimum guaranteed interest rate for accumulation of policy value, the maximum cost of insurance rates, and the maximum policy charges and fees (including but not limited to surrender charges and loan interest rates) to be contained in the captioned policy and schedule forms are hereby filed with the Insurance Commissioner for the State of Arkansas (the "Commissioner"), either as fixed values in the captioned forms or as separate exhibits.

The Company agrees to file any change in such minimum or maximum rates, charges, and/or fees with the Commissioner at least 60 days prior to the proposed effective date of the change. The change will be deemed effective 60 days after the filing date, unless the Commissioner approves or disapproves the change prior to the end of that 60-day period.

The Company also certifies that owners of policies issued on the captioned forms ("policyholders") will be granted an interest rate for accumulation of policy value higher than the minimum guaranteed rate, or will be charged less than the maximum cost of insurance rates or less than the maximum policy charges or fees, only if such adjustment is fair and equitable for policyholders and is for the best interests of the Company and its policyholders.



David C. Martin, FSA, MAAA
Vice President and UL Pricing Lead

April 21, 2010

PROTECTIVE LIFE INSURANCE COMPANY

STATE OF ARKANSAS

CERTIFICATION

Form Numbers: UL-17-AR 2-10 with UL-17S 2-10

I certify that the above referenced forms are in compliance with Arkansas Rule and Regulation 34 regarding Universal Life Insurance.



David C. Martin, FSA, MAAA
Vice President and UL Pricing Lead

April 21, 2010

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumer's care in selecting insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. **However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.**

The Arkansas Life and Health Insurance Guaranty Association
C/o The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). On the back of this page is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are **NOT** protected by the Guaranty Association if:

- * They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- * The insurer was not authorized to do business in this state;
- * Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does **NOT** provide coverage for:

- * Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- * Any policy of reinsurance (unless an assumption certificate was issued);
- * Interest rate yields that exceed an average rate;
- * Dividends and voting rights and experience rating credits;
- * Credits given in connection with the administration of a policy by a group contract holder;
- * Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- * Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- * Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- * Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution;
- * Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- * Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- * Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.



PROTECTIVE LIFE INSURANCE COMPANY / P. O. BOX 2606 / BIRMINGHAM, ALABAMA 35202

NOTICE

If you have any questions or complaints concerning your policy, please direct your correspondence to:

Policyholders Service
Protective Life Insurance Company
P. O. Box 12687
Birmingham, AL 35202-2687
Telephone: 1-800-866-9933

If we at Protective Life Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, AR 72201-1904
Telephone: 1-501-371-2640
1-800-852-5494

Listed below is information on the Soliciting Agent.

AGENT:

ADDRESS:

PHONE:

Policy Number

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Statement of Variability
Individual Flexible Premium Adjustable Life Insurance Policy – Form UL-17-AR 2-10
Policy Schedule – Form UL-17S 2-10

General Variables

1. Items that vary by applicant and typically completed in “John Doe’ fashion.
2. Specimen data provided are for male, age 35 non-tobacco with a \$250,000 face amount. Data and table entries that are dependent upon gender, age, rate class, premium pattern, interest rates, etc., are determinable and will populate the appropriate data fields at policy issue.
3. The Schedule Page numbering may vary due to the length of table entries, etc.
4. Schedule Page variables represent anticipated current values and/or maximum values with respect to charges, fees and interest rates assessed against the policy and minimum values with respect to interest rates credited to the policy.
5. Bracketed numbers within the text of the policy body pages may be varied in accordance with applicable state statutory requirements.
6. 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.

Specific Variables

POLICY FACE PAGE

Company Address and Phone Number

Will only be changed to accurately disclose the company's correct mailing address and phone number.

Company State of Domicile

Will only be changed to accurately disclose the company's state of domicile. This change would not be made until any required notifications or regulatory filings are completed.

Company Officer Name, Title, and Signature

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.

Right to Cancel

Not less than 30 days but at least equal to the statutory minimum in the state where the policy is delivered.

POLICY FACE AND BACK PAGES

Policy Description Age

Varies based on the plan of insurance issued.

POLICY SCHEDULE PAGES

Items that vary by applicant, or "John Doe" information

Insured, Age, Gender, Initial Face Amount, Initial Premium, Owner, Policy Effective Date, Monthly Anniversary Date

Rate Class

Possible classes include Select Preferred, Preferred, Non-Tobacco, and Tobacco

Minimum Face Amount

Can range from \$50,000 to \$250,000

Minimum Modal Premium

Can range from \$100 to \$200.

Monthly Expense Charge

Based on Age, Gender and Rate Class; the amount of years can vary from 1 to 121

Maximum Monthly Cost of Insurance Rates.

Based on Age, Gender and Rate Class

Table of Values

Shows projections of policy value and cash value and will vary based on multiple guaranteed factors of policy.

Surrender Charge

Surrender charges will be based on age, gender and rate class.

Policy Debt Limit

Not less than 50% nor more than 100% of cash value

Corridor Percentage Table

A percentage of the policy value on the date of the insured's death. The percentage is the minimum required by the cash value accumulation test of Internal Revenue Code Section 7702 to maintain the contract as a life insurance policy. Based on Age, Gender and Rate Class.

POLICY BODY PAGES

Definitions; "Age".

Will be populated with either age 'nearest' or 'last' birthday as appropriate for the plan of insurance as issued.

Error in Age [or Gender]

The bracketed reference to gender will not be used when unisex plans of insurance are issued.

Grace Period

Not less than 61 days or the minimum required by the state in which the policy is delivered.

POLICY BODY PAGES, CONTINUED

Policy Loan; Loan Interest

Will be populated with either 'arrear' or 'advance' depending upon the plan of insurance being issued.

Excess Policy Debt; Grace Period

Not less than 31 days or the minimum required by the state in which the policy is delivered.

Settlement Options; Minimum Interest Rates

Will be populated with the minimum assumed interest rates used to calculate minimum factors for settlement options. Will not be less than 1.00% nor greater than 3.00%

Option 1 Table

Factors to calculate the payments based on the minimum interest rates listed above.

Option 2 Table

Factors to calculate the payments based on the minimum interest rates listed above and mortality basis described below.

Option 2; Mortality Basis

Will be populated with data reflecting the company's assumptions for annuitant mortality as of the date the policy is issued. Will not be less favorable than the assumptions used to determine the guaranteed payout options under the company's single premium deferred annuities issued on the same date.

Settlement Options; Minimum Amounts

Not more than a lump sum of \$5,000 and not more than periodic payments of \$50 unless a lower amount is required by the state in which the policy is delivered.

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

April 21, 2010

<i>SERFF Tracking Number:</i>	<i>PRTA-126596595</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Protective Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>45488</i>
<i>Company Tracking Number:</i>	<i>BETH UL17</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
	<i>Adjustable Life</i>		
<i>Product Name:</i>	<i>UL-17-AR 2-10</i>		
<i>Project Name/Number:</i>	<i>UL-17-AR 2-10/UL-17-AR 2-10</i>		

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.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
04/22/2010	Form	Policy Schedule	05/11/2010	UL-17S 2-10 FR BR for AR.pdf (Superseded)

POLICY SCHEDULE

POLICY NUMBER: [SPECIMEN]

LIFE INSURANCE

RIDER FORM NUMBER	SCHEDULE OF ADDITIONAL BENEFITS TITLE	*INITIAL MONTHLY CHARGE
------------------------------	--	------------------------------------

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

IF YOU PAY THE PLANNED PREMIUM EXACTLY AS DESCRIBED ON PAGE 3B AND AT ALL TIMES NOT LATER THAN WHEN IT IS DUE, MAKE NO POLICY CHANGES AND TAKE NO LOANS OR PARTIAL SURRENDERS, THEN THIS POLICY IS GUARANTEED TO STAY IN FORCE UNTIL THE END OF POLICY YEAR [86].

POLICY INFORMATION ON THE POLICY EFFECTIVE DATE

INSURED: [JOHN DOE]	POLICY EFFECTIVE DATE: [MARCH 1, 2010]
AGE: [35] [GENDER]: [MALE]	MONTHLY ANNIVERSARY DATE: [1]
RATE CLASS: [NON-TOBACCO]	MINIMUM FACE AMOUNT: [\$100,000]
INITIAL FACE AMOUNT: [\$250,000]	MINIMUM MODAL PREMIUM: [\$120.00]
INITIAL PREMIUM: [\$497.51]	
OWNER: [JOHN DOE]	

POLICY SCHEDULE (continued)

POLICY NUMBER: [SPECIMEN]

MAXIMUM POLICY CHARGES & FEES

PREMIUM EXPENSE CHARGE	10.00% OF EACH PREMIUM PAYMENT
MONTHLY EXPENSE CHARGE	[\$0.26] PER \$1,000 OF INITIAL FACE AMOUNT FOR THE FIRST [86] YEARS
ADMINISTRATIVE CHARGE	\$5.00 PER MONTH
PARTIAL SURRENDER FEE	\$25.00
PROJECTION REQUEST FEE	\$50.00

MAXIMUM MONTHLY COST OF INSURANCE RATES
(PER \$1,000 OF NET AMOUNT AT RISK)

AGE	RATE								
18		39	[\$0.114]	60	[\$0.743]	81	[\$6.320]	102	[\$33.120]
19		40	[0.122]	61	[0.827]	82	[7.012]	103	[34.737]
20		41	[0.132]	62	[0.928]	83	[7.758]	104	[36.457]
21		42	[0.144]	63	[1.043]	84	[8.583]	105	[38.261]
22		43	[0.158]	64	[1.163]	85	[9.506]	106	[40.179]
23		44	[0.175]	65	[1.289]	86	[10.528]	107	[42.218]
24		45	[0.194]	66	[1.418]	87	[11.645]	108	[44.386]
25		46	[0.213]	67	[1.548]	88	[12.842]	109	[46.688]
26		47	[0.233]	68	[1.688]	89	[14.104]	110	[49.133]
27		48	[0.244]	69	[1.833]	90	[15.422]	111	[51.728]
28		49	[0.258]	70	[2.008]	91	[16.661]	112	[54.483]
29		50	[0.277]	71	[2.205]	92	[17.953]	113	[57.409]
30		51	[0.299]	72	[2.463]	93	[19.315]	114	[60.513]
31		52	[0.330]	73	[2.736]	94	[20.754]	115	[63.806]
32		53	[0.363]	74	[3.023]	95	[22.266]	116	[67.299]
33		54	[0.406]	75	[3.336]	96	[23.649]	117	[71.004]
34		55	[0.458]	76	[3.678]	97	[25.124]	118	[74.935]
35	[\$0.091]	56	[0.512]	77	[4.074]	98	[26.698]	119	[79.102]
36	[0.096]	57	[0.569]	78	[4.538]	99	[28.378]	120	[83.333]
37	[0.100]	58	[0.618]	79	[5.073]	100	[30.175]	121+	[0]
38	[0.108]	59	[0.675]	80	[5.656]	101	[31.601]		

Mortality Basis: 2001 COMMISSIONER'S STANDARD ORDINARY (CSO) RATES MALE OR FEMALE, AGE NEAREST BIRTHDAY, SMOKER OR NON-SMOKER, AS APPLICABLE.

POLICY SCHEDULE (continued)

POLICY NUMBER: [SPECIMEN]

TABLE OF VALUES

GUARANTEED INTEREST RATE: 2.50%

THIS TABLE SHOWS PROJECTED VALUES AT THE END OF EACH POLICY YEAR BASED ON THE FOLLOWING ASSUMPTIONS:

- A) THE PLANNED PREMIUM IS PAID EXACTLY AS SHOWN IN THE TABLE BELOW AND EXACTLY WHEN DUE; AND,
- B) NO POLICY CHANGES ARE MADE; AND,
- C) NO POLICY LOANS OR SURRENDERS ARE TAKEN.

THESE PROJECTED VALUES ARE BASED ON: THE ASSUMPTIONS, THE GUARANTEED INTEREST RATE, THE MAXIMUM POLICY CHARGES AND FEES SHOWN ON PAGE 3A; AND, THE TABLE OF MAXIMUM MONTHLY COST OR INSURANCE RATES SHOWN ON PAGE 3A. BASED ON THE ASSUMPTIONS, THESE PROJECTED VALUES ARE AT LEAST EQUAL TO THE MINIMUM REQUIRED BY THE LAWS OF THE STATE IN WHICH THE POLICY WAS DELIVERED. HOWEVER, THE PROJECTED VALUES MAY BE HIGHER OR LOWER IF THERE ARE DEVIATIONS FROM THE ASSUMPTIONS.

TABLE OF VALUES

POLICY YEAR	PLANNED PREMIUM	POLICY VALUE	SURRENDER CHARGE	CASH VALUE	DEATH BENEFIT
1	[\$497.51]	[\$0]	[\$6,557]	[\$0]	[\$250,000]
2	[497.51]	[0]	[6,472]	[0]	[250,000]
3	[497.51]	[0]	[6,387]	[0]	[250,000]
4	[497.51]	[0]	[6,297]	[0]	[250,000]
5	[497.51]	[0]	[6,207]	[0]	[250,000]
6	[497.51]	[0]	[6,115]	[0]	[250,000]
7	[497.51]	[0]	[6,022]	[0]	[250,000]
8	[497.51]	[0]	[5,927]	[0]	[250,000]
9	[497.51]	[0]	[5,830]	[0]	[250,000]
10	[497.51]	[0]	[5,730]	[0]	[250,000]
11	[497.51]	[0]	[5,157]	[0]	[250,000]
12	[497.51]	[0]	[4,585]	[0]	[250,000]
13	[497.51]	[0]	[4,012]	[0]	[250,000]
14	[497.51]	[0]	[3,437]	[0]	[250,000]
15	[497.51]	[0]	[2,865]	[0]	[250,000]
16	[497.51]	[0]	[2,292]	[0]	[250,000]
17	[497.51]	[0]	[1,720]	[0]	[250,000]
18	[497.51]	[0]	[1,145]	[0]	[250,000]
19	[497.51]	[0]	[572]	[0]	[250,000]
20	[497.51]	[0]	[0]	[0]	[250,000]
21	[497.51]	[0]	[0]	[0]	[250,000]
22	[497.51]	[0]	[0]	[0]	[250,000]
23	[497.51]	[0]	[0]	[0]	[250,000]
24	[497.51]	[0]	[0]	[0]	[250,000]
25	[497.51]	[0]	[0]	[0]	[250,000]

POLICY SCHEDULE (continued)

POLICY NUMBER: [SPECIMEN]

TABLE OF VALUES CONTINUED

POLICY YEAR	PLANNED PREMIUM	POLICY VALUE	SURRENDER CHARGE	CASH VALUE	DEATH BENEFIT
26	[\$497.51]	[\$0]	[\$0]	[\$0]	[\$250,000]
27	[497.51]	[0]	[0]	[0]	[250,000]
28	[497.51]	[0]	[0]	[0]	[250,000]
29	[497.51]	[0]	[0]	[0]	[250,000]
30	[497.51]	[0]	[0]	[0]	[250,000]
31	[7469.09]	[2,201]	[0]	[2,201]	[250,000]
32	[7469.09]	[4,109]	[0]	[4,109]	[250,000]
33	[7469.09]	[5,714]	[0]	[5,714]	[250,000]
34	[7469.09]	[6,978]	[0]	[6,978]	[250,000]
35	[7469.09]	[7,877]	[0]	[7,877]	[250,000]
36	[7469.09]	[8,307]	[0]	[8,307]	[250,000]
37	[7469.09]	[8,183]	[0]	[8,183]	[250,000]
38	[7469.09]	[7,297]	[0]	[7,297]	[250,000]
39	[7469.09]	[5,556]	[0]	[5,556]	[250,000]
40	[7469.09]	[2,856]	[0]	[2,856]	[250,000]
41	[7469.09]	[0]	[0]	[0]	[250,000]
42	[7469.09]	[0]	[0]	[0]	[250,000]
43	[7469.09]	[0]	[0]	[0]	[250,000]
44	[7469.09]	[0]	[0]	[0]	[250,000]
45	[7469.09]	[0]	[0]	[0]	[250,000]
46	[7469.09]	[0]	[0]	[0]	[250,000]
47	[7469.09]	[0]	[0]	[0]	[250,000]
48	[7469.09]	[0]	[0]	[0]	[250,000]
49	[7469.09]	[0]	[0]	[0]	[250,000]
50	[7469.09]	[0]	[0]	[0]	[250,000]
51	[7469.09]	[0]	[0]	[0]	[250,000]
52	[7469.09]	[0]	[0]	[0]	[250,000]
53	[7469.09]	[0]	[0]	[0]	[250,000]
54	[7469.09]	[0]	[0]	[0]	[250,000]
55	[7469.09]	[0]	[0]	[0]	[250,000]
56	[7469.09]	[0]	[0]	[0]	[250,000]
57	[7469.09]	[0]	[0]	[0]	[250,000]
58	[7469.09]	[0]	[0]	[0]	[250,000]
59	[7469.09]	[0]	[0]	[0]	[250,000]
60	[7469.09]	[0]	[0]	[0]	[250,000]
61	[7469.09]	[0]	[0]	[0]	[250,000]
62	[7469.09]	[0]	[0]	[0]	[250,000]
63	[7469.09]	[0]	[0]	[0]	[250,000]
64	[7469.09]	[0]	[0]	[0]	[250,000]
65	[7469.09]	[0]	[0]	[0]	[250,000]

POLICY SCHEDULE (continued)

POLICY NUMBER: [SPECIMEN]

TABLE OF VALUES CONTINUED

POLICY YEAR	PLANNED PREMIUM	POLICY VALUE	SURRENDER CHARGE	CASH VALUE	DEATH BENEFIT
66	[\$7469.09]	[\$0]	[\$0]	[\$0]	[\$250,000]
67	[7469.09]	[0]	[0]	[0]	[250,000]
68	[7469.09]	[0]	[0]	[0]	[250,000]
69	[7469.09]	[0]	[0]	[0]	[250,000]
70	[7469.09]	[0]	[0]	[0]	[250,000]
71	[7469.09]	[0]	[0]	[0]	[250,000]
72	[7469.09]	[0]	[0]	[0]	[250,000]
73	[7469.09]	[0]	[0]	[0]	[250,000]
74	[7469.09]	[0]	[0]	[0]	[250,000]
75	[7469.09]	[0]	[0]	[0]	[250,000]
76	[7469.09]	[0]	[0]	[0]	[250,000]
77	[7469.09]	[0]	[0]	[0]	[250,000]
78	[7469.09]	[0]	[0]	[0]	[250,000]
79	[7469.09]	[0]	[0]	[0]	[250,000]
80	[7469.09]	[0]	[0]	[0]	[250,000]
81	[7469.09]	[0]	[0]	[0]	[250,000]
82	[7469.09]	[0]	[0]	[0]	[250,000]
83	[7469.09]	[0]	[0]	[0]	[250,000]
84	[7469.09]	[0]	[0]	[0]	[250,000]
85	[7469.09]	[0]	[0]	[0]	[250,000]
86	[7469.09]	[0]	[0]	[0]	[250,000]

POLICY SCHEDULE (continued)

POLICY NUMBER: [SPECIMEN]

SURRENDER CHARGE

# OF COMPLETE YEARS SINCE THE POLICY EFFECTIVE DATE	SURRENDER CHARGE	# OF COMPLETE YEARS SINCE THE POLICY EFFECTIVE DATE	SURRENDER CHARGE
0	[\$6,557]	10	[\$5,157]
1	[6,472]	11	[4,585]
2	[6,387]	12	[4,012]
3	[6,297]	13	[3,437]
4	[6,207]	14	[2,865]
5	[6,115]	15	[2,292]
6	[6,022]	16	[1,720]
7	[5,927]	17	[1,145]
8	[5,830]	18	[572]
9	[5,730]	19+	[0]

THIS TABLE SHOWS THE MAXIMUM SURRENDER CHARGES THAT APPLY TO THE INITIAL FACE AMOUNT DURING EACH OF THE FIRST 19 POLICY YEARS

POLICY LOANS

LOAN INTEREST RATES: THE ANNUAL EFFECTIVE LOAN INTEREST RATES APPLICABLE ON THE POLICY EFFECTIVE DATE ARE:

	POLICY YEARS 1-10	POLICY YEARS 10+
STANDARD LOAN	5.00%	5.00%

POLICY DEBT LIMIT: [95]% OF CASH VALUE

POLICY SCHEDULE (continued)

POLICY NUMBER: [SPECIMEN]

CORRIDOR PERCENTAGE

THE CORRIDOR AMOUNT IS A PERCENTAGE OF THE POLICY VALUE AND IT IS APPLIED AS PRESCRIBED IN SECTION 7702 OF THE CODE. THE PERCENTAGE VARIES ACCORDING TO THE INSURED'S ATTAINED AGE AS SHOWN IN THE TABLE BELOW:

Age at Death	Corridor Percentage						
35	[392.419]%	51	[185.380]%	67	[77.989]%	84	[25.436]%
36	[375.468]%	52	[176.188]%	68	[73.565]%	85	[23.683]%
37	[359.118]%	53	[167.376]%	69	[69.318]%	86	[22.049]%
38	[343.322]%	54	[158.924]%	70	[65.228]%	87	[20.532]%
39	[328.129]%	55	[150.850]%	71	[61.308]%	88	[19.129]%
40	[313.472]%	56	[143.156]%	72	[57.557]%	89	[17.828]%
41	[299.355]%	57	[135.814]%	73	[54.010]%	90	[16.618]%
42	[285.778]%	58	[128.800]%	74	[50.647]%	91	[15.480]%
43	[272.733]%	59	[122.053]%	75	[47.446]%	92	[14.367]%
44	[260.211]%	60	[115.575]%	76	[44.398]%	93	[13.252]%
45	[248.209]%	61	[109.370]%	77	[41.493]%	94	[12.107]%
46	[236.710]%	62	[103.452]%	78	[38.736]%	95	[10.888]%
47	[225.677]%	63	[97.829]%	79	[36.138]%	96	[9.534]%
48	[215.085]%	64	[92.496]%	80	[33.704]%	97	[7.931]%
49	[204.833]%	65	[87.427]%	81	[31.422]%	98	[5.947]%
50	[194.927]%	66	[82.600]%	82	[29.298]%	99	[3.394]%
				83	[27.306]%	100+	[0.000]%