

SERFF Tracking Number: PRTA-126762573 State: Arkansas  
 Filing Company: Protective Life Insurance Company State Tracking Number: 46457  
 Company Tracking Number: VICKIE L627  
 TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
 Product Name: L627 8-10  
 Project Name/Number: L627 8-10/L627 8-10

## Filing at a Glance

Company: Protective Life Insurance Company

Product Name: L627 8-10

TOI: L08 Life - Other

Sub-TOI: L08.000 Life - Other

Filing Type: Form

SERFF Tr Num: PRTA-126762573 State: Arkansas

SERFF Status: Closed-Approved-  
 Closed State Tr Num: 46457

Co Tr Num: VICKIE – L627

State Status: Approved-Closed

Author: Vickie Jerkins

Reviewer(s): Linda Bird

Date Submitted: 08/10/2010

Disposition Date: 08/11/2010

Disposition Status: Approved-  
 Closed

Implementation Date Requested: 10/04/2010

Implementation Date:

State Filing Description:

## General Information

Project Name: L627 8-10

Project Number: L627 8-10

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 08/11/2010

Deemer Date:

Submitted By: Vickie Jerkins

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: This product filing  
 has been submitted to our domiciliary state of  
 Tennessee, as an IIPRC Compact Filing.

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 08/11/2010

Created By: Vickie Jerkins

Corresponding Filing Tracking Number: PRTA-  
 126762723

Filing Description:

FROM NUMBER.....FORM TITLE

L627 8-10.....Chronic Illness Accelerated Death Benefit Rider

SP-627.....Policy Schedule

L627-CID2.....Summary and Disclosure Statement for Chronic Illness Accelerated Death Benefit Rider

With the exception of company specific information (Name, Logo, Addresses, Form numbering, etc) this filing is identical

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to a SERFF submission for West Coast Life Insurance Company.

The intended implementation date for this filing is October 4, 2009 or upon approval by your Department. The above referenced Individual Life Filing is being submitted for filing acknowledgement or prior approval, as appropriate. This filing does not contain any unusual or possibly controversial items that vary from normal company or industry standards. This product filing has been submitted to our domiciliary state of Tennessee, as an IIPRC Compact Filing.

The forms submitted in this filing are new and will not replace any forms currently in use. However, the submitted Rider is substantially similar to the previously approved version of L624 9-09, which was approved August 11, 2009. Please refer to SERFF Tracking Number PRTA-126240665 . For your convenience in reviewing, a red-line compare document has been provided.

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

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

There are no restrictions on the use of the Accelerated Death Benefit payments. The form does not modify or restrict any coverage provided on another insured under the policy, nor does it affect any accidental death benefit.

For eligibility under this rider the Insured must meet the definition of Chronically Ill found in Section 7702B of the Internal Revenue Code as adopted by Section 101(g). To meet this definition the Insured must be certified within the preceding 12 months as Chronically Ill by a Licensed Health Care Practitioner, meaning the Insured either:

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

After the rider is issued there is no waiting period that must expire before the insured may file a claim for benefits. They are eligible to present a claim from the issue date. The Benefit period begins once the claim is filed and the insured satisfies the conditions for eligibility. The policyholder has a choice of multiple elimination periods to tailor the benefit to their particular anticipated needs. No elimination period option will be available that would cause the insured to fail the IRS definition of Chronically Ill. The Maximum Monthly Benefit amount and length of the Elimination Period are selected

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by the policyholder at the time of the application.

Upon receipt of the insured's written notice of claim, a disclosure statement (form L627-CID2) will be provided that outlines the effect of accelerating the benefit on the policy. While the insured is on claim, the Monthly Deduction for the base policy and all riders will continue until such time as the deduction would cause the policy to lapse. At that time the monthly deduction in either the primary or lapse protection account will be waived. Following each monthly benefit payment, the owner will be provided with a monthly report demonstrating the effect of the payment on the face amount and policy values (SAMPLE Monthly Report provided).

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

The rider will be available for issue ages 20-80 with a minimum face amount of \$100,000. The maximum substandard rating will be table 4. Currently this optional rider will be available as new issue only and cannot be added to an existing policy.

The submitted Policy Schedule Page (form SP-627) will be provided at issue.

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

Rider L627 has obtained a FLESCH Ease of Reading Test Score of 51.2142. The submitted forms have been created using fonts of 10 point and greater. The company wishes to reserve 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 forms.

Currently, this optional rider will be available as new issue only on Universal Life policy UL-15-AR 11-06, approved September 22, 2006 or UL-17-ar 2-10, approved May 12, 2010 / Tracking No. PRTA-126596595.

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

Required filing fees have been submitted via EFT.

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

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## Company and Contact

### Filing Contact Information

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

### Filing Company Information

Protective Life Insurance Company CoCode: 68136 State of Domicile: Tennessee  
 2801 Highway 280 Group Code: 458 Company Type:  
 Birmingham, AL 35223 Group Name: State ID Number:  
 (800) 866-3555 ext. [Phone] FEIN Number: 63-0169720

## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Protective Life Insurance Company	\$50.00	08/10/2010	38662550

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/11/2010	08/11/2010

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## Disposition

Disposition Date: 08/11/2010

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		Yes
Supporting Document	Red-line Compare Document		Yes
Supporting Document	SAMPLE Monthly Report		Yes
Supporting Document	Actuarial Materials		No
Supporting Document	Statement of Variability		Yes
Form	Chronic Illness Accelerated Death Benefit Rider		Yes
Form	Policy Schedule		Yes
Form	Summary and Disclosure Statement for Chronic Illness Accelerated Death Benefit Rider		Yes

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## Form Schedule

### Lead Form Number: L627 8-10

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	L627 8-10	Policy/Cont Chronic Illness ract/Fratern Accelerated Death al Benefit Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		51.214	L627 8-10 (Rider).pdf
	SP-627	Schedule Policy Schedule Pages	Initial		0.000	SP-627 (Schedule Page).pdf
	L627-CID2	Application/ Summary and Enrollment Disclosure Statement Form for Chronic Illness Accelerated Death Benefit Rider	Initial		0.000	L627-CID2 (Disclosure).p df



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

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

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

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

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

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

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## DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **BENEFITS**

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

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

We reserve the right to independently assess the Insured's Chronic Illness and benefit eligibility. As part of this assessment we have the right to require that the Insured be examined by a Licensed Health Care Practitioner chosen by us. We will pay for this examination. In the event of conflicting opinions, Eligibility for Benefits will be determined by a third medical opinion provided by a Licensed Health Care Practitioner who is mutually agreed upon by the Insured and the Company. The Insured must be certified as Chronically III for the entire period in which benefits are being paid.

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

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

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

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

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

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

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

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

## CLAIMS

We must receive your written request for accelerated death benefits at our Administrative Office. The request should include at least the Insured's name, the Policy number and the address to which claim forms should be sent.

We have forms used for making a claim and for providing Written Certification/Written Re-certification. These forms will be sent to you within 15 days of the date we receive your written request for accelerated death benefits. If the claim forms are not sent within this 15 day period, and you provide Written Certification/Written Re-certification in a format other than our claim forms, you will be deemed to have complied with the claim requirement.

## RIDER COST

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

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

1. The Lifetime Maximum Benefit on the Policy Effective Date; divided by
2. The Death Benefit on the Policy Effective Date; multiplied by,
3. The Net Amount at Risk on the Policy Effective date for the Policy to which this rider is attached.

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

1. The remaining Lifetime Maximum Benefit on the monthly anniversary date; divided by
2. The Death Benefit on the monthly anniversary date; multiplied by
3. The Net Amount at Risk on the monthly anniversary date for the Policy to which this rider is attached.

**Effect on Monthly Deduction:** During a Benefit Period, all monthly deductions continue. If on any monthly anniversary such deduction would cause the policy to lapse, we will waive the monthly deduction or the monthly lapse protection deduction, if any, as required to maintain the policy. Any waiver of deductions is only effective during a Benefit Period.

## IMPACT ON POLICY

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

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

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

Future charges for the policy will be reduced to the rates that would apply had the policy been issued at the reduced face amount.

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

## GENERAL PROVISIONS

**Report to Owner:** Upon the initial election of the benefit, we will provide you, and any irrevocable beneficiary, with a statement which outlines the effect of the accelerated death benefit payments on the values as described in the Impact on Policy section of this rider.

**Exclusions:** This rider does not cover Chronic Illness caused by attempted suicide or an intentionally self-inflicted injury, while sane or insane.

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

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

If this rider terminates for reason other than the death of the Insured, any unpaid Monthly Benefits for the current Benefit Period will be commuted to present value and paid in a lump sum prior to rider termination. If the Insured dies, after the Owner has elected to receive the benefit but before the Benefits have been paid, the election will be cancelled and the unaccelerated death benefit will be paid as per the Death Benefit provision of the policy.

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

**Contestability:** This rider is contestable on the same terms as the policy to which it is attached.

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

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

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

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

PROTECTIVE LIFE INSURANCE COMPANY

  
Deborah J. Long  
Secretary

**POLICY SCHEDULE (CONTINUED)**

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

**Elimination Period:** [90] days

**Lifetime Maximum Benefit Percentage:** [100]%

**Lifetime Dollar Limitation:** \$[5,000,000]

**Maximum Monthly Benefit:** \$[5,000.00]

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

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

**POLICY SCHEDULE (CONTINUED)**

**CHRONIC ILLNESS ACCELERATED DEATH BENEFIT RIDER**

**RIDER LAPSE PROTECTION COST OF INSURANCE RATES**

(PER \$1,000 OF RIDER LAPSE PROTECTION NET AMOUNT AT RISK)

<b>POLICY YEAR</b>	<b>RATE</b>	<b>POLICY YEAR</b>	<b>RATE</b>	<b>POLICY YEAR</b>	<b>RATE</b>	<b>POLICY YEAR</b>	<b>RATE</b>
[1	0.023437	26	0.127751	51	1.311456	76	3.109426
2	0.024794	27	0.134381	52	1.450076	77	3.109426
3	0.026531	28	0.141818	53	1.623536	78	3.109426
4	0.028405	29	0.148807	54	1.774153	79	3.109426
5	0.030353	30	0.158817	55	1.899992	80	3.109426
6	0.031805	31	0.165501	56	2.015923	81	3.109426
7	0.033337	32	0.172392	57	2.138764	82	3.109426
8	0.035615	33	0.184236	58	2.290502	83	3.109426
9	0.038119	34	0.201452	59	2.400951	84	3.110299
10	0.040734	35	0.218815	60	2.45219	85	3.205573
11	0.043563	36	0.237983	61	2.48694	86	3.584449
12	0.047192	37	0.258828	62	2.522098	87+	0.000000]
13	0.051011	38	0.281174	63	2.576051		
14	0.055184	39	0.313896	64	2.639883		
15	0.059607	40	0.362769	65	2.69269		
16	0.065217	41	0.417106	66	2.746529		
17	0.071308	42	0.479612	67	2.801474		
18	0.077111	43	0.554613	68	2.857489		
19	0.083345	44	0.630009	69	2.900191		
20	0.09007	45	0.699253	70	2.929213		
21	0.097404	46	0.775989	71	2.958492		
22	0.103401	47	0.861086	72	2.988104		
23	0.109087	48	0.955808	73	3.017974		
24	0.115073	49	1.059554	74	3.048138		
25	0.121404	50	1.186004	75	3.078635		

## SUMMARY AND DISCLOSURE STATEMENT FOR CHRONIC ILLNESS ACCELERATED DEATH BENEFIT RIDER

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

**NOTICE:** The rider is intended to provide an accelerated death benefit which will qualify for favorable tax treatment under Section 101(g)(1)(B) of the Internal Revenue Code of 1986, as amended or its successor (the "Code"), except as provided in Section 101(g)(5) of the Code. Tax laws relating to acceleration of life insurance benefits are complex. As with all tax matters, you should consult a personal tax advisor to assess the impact of any benefit received under the rider.

Receipt of acceleration-of-life-insurance benefits may affect the recipient, the recipient's spouse or the recipient's family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect the recipient, the recipient's spouse and recipient's family's eligibility for public assistance.

Subject to the terms of the rider, we will pay a portion of the policy's death benefit each benefit period upon receiving Written Certification or Written Re-certification, as applicable, that the Insured is Chronically Ill. The amount we pay is called the Monthly Benefit.

### DEFINITIONS

**Activities of Daily Living:** Means six basic human functions necessary for a person to live independently. Specifically they include: eating, toileting, transferring, bathing, dressing, and continence.

**Chronically Ill:** Means that the Insured has been certified, within the preceding 12 months, by a Licensed Healthcare Practitioner as: being unable to perform (without Substantial Assistance from another individual) at least two Activities of Daily Living for a period of at least 90 days due to the loss of functional capacity; or requiring Substantial Supervision to protect the Insured from threats to health and safety due to Severe Cognitive Impairment.

**Written Certification:** Means written documentation from a Licensed Health Care Practitioner, provided at the Owner or Insured's expense, certifying that the Insured is Chronically Ill and as set forth in a Plan of Care in need of necessary diagnostic, preventative, therapeutic, curing, treating, mitigating and rehabilitative services and Maintenance or Personal Care Services, likely for the rest of the Insured's life.

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

### BENEFIT

The Monthly Benefit is subject to a maximum chosen by the Owner. An amount less than then Maximum Monthly Benefit may be requested. You may also choose to receive the accelerated death benefit payment as a present value lump sum. All payments are subject to the Lifetime Maximum Benefit as described in the rider.

### ELIGIBILITY

The Insured will become eligible, each Benefit Period, for benefits under the rider when each of the following conditions are met: (1) We receive your written request for the Accelerated Death Benefit; (2) We receive Written Certification or Written Re-certification; (3) The Policy and the rider are in force; (4) We receive written consent from any irrevocable beneficiaries or assignee of record named in the Policy; (5) The Elimination Period has expired; and (6) The Insured is Chronically Ill at the time a benefit payment is made.

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

### IMPACT ON THE POLICY

Each accelerated death benefit payment will reduce the following values by a proportional amount equal to the monthly benefit payment, before reduction for repayment of Policy Debt, divided by the death benefit immediately before the payment: (1) Policy Value; (2) Face amount; (3) Surrender charges, if any; (4) Lapse Protection Account Value, if any, (5) Minimum premium requirements for lapse protection, if any; (6) Cumulative minimum premium requirements for lapse protection, if any; (7) Cumulative premiums paid to date; and (8) Policy Debt, if any. An amount equal to Policy Debt reduction will be applied to repay the Policy debt, and thus will reduce the net amount of proceeds distributable as an accelerated death benefit.

Below is a sample illustration to demonstrate the effect of an accelerated death benefit payment on a policy. This guaranteed-basis illustration shows the effect on the face amount of the policy before the accelerated death benefit is elected, immediately after the election is made and 12 months after the election is made (assuming the insured is still living). This illustration also assumes:

1. The insured is a Male issue age 35;
2. The face amount is \$250,000;
3. A \$5000 monthly benefit payment is required following the 19<sup>th</sup> policy anniversary;
4. A single loan of \$500 has been taken at the beginning of Policy Year 19, no withdrawals have been taken, and the Monthly Benefit payments are assumed to begin at the beginning of Policy year 20; and
5. No further loans or withdrawals can be taken during the benefit period (as stipulated in the contract).

**Before Election is Made (at the end of Policy Year [19])**

Face Amount .....	\$ 250,000.00	Minimum Lapse Protection Premium: .....	\$ 0
Policy Value: .....	\$ 9,324.82	Cumulative Premiums for Lapse Protection:	\$ 0
Surrender Charges: .....	\$ 0	Cumulative Premiums Paid to Date: .....	\$ 37,111.56
Lapse Protection Account Value.....	\$ 24,328.05	Policy Debt: .....	\$ 522.87

**Immediately After Election is Made (at the beginning of Policy Year [20])**

Face Amount: .....	\$ 245,000	Minimum Lapse Protection Premium: .....	\$ 0
Policy Value: .....	\$ 9,138.33	Cumulative Premiums for Lapse Protection:	\$ 0
Surrender Charges: .....	\$ 0	Cumulative Premiums Paid to Date: .....	\$ 36,369.33
Lapse Protection Account Value.....	\$ 23,920.10	Policy Debt: .....	\$ 512.41

Policy Loan Repayment: .....	\$10.46
Net Monthly Benefit: .....	\$4,989.54

**12 Months after Election is Made (at the beginning of Policy Year [21])**

Face Amount: .....	\$ 190,000.00	Minimum Lapse Protection Premium:.....	\$ 0
Policy Value: .....	\$ 5,782.93	Cumulative Premiums for Lapse Protection:	\$ 0
Surrender Charges: .....	\$ 0	Cumulative Premiums Paid to Date: .....	\$ 28,204.79
Lapse Protection Account Value.....	\$ 18,500.21	Policy Debt: .....	\$ 417.25

**Effect on Monthly Deduction**

During a Benefit Period, all monthly deductions continue. If on any monthly anniversary such deduction would cause the policy to lapse, we will waive the monthly deduction or the monthly lapse protection deduction, if any, as required to maintain the policy. Any waiver of deductions is only effective during a Benefit Period.

**Acknowledgement:**

I acknowledge that I have received and read the Summary and Disclosure Statement for Chronic Illness Accelerated Death Benefit Rider.

\_\_\_\_\_  
Signature of Insured

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner (if other than Insured)

\_\_\_\_\_  
Date

SERFF Tracking Number: PRTA-126762573 State: Arkansas  
 Filing Company: Protective Life Insurance Company State Tracking Number: 46457  
 Company Tracking Number: VICKIE L627  
 TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
 Product Name: L627 8-10  
 Project Name/Number: L627 8-10/L627 8-10

## Supporting Document Schedules

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

**Satisfied - Item:** Flesch Certification

**Comments:**

**Attachments:**

AR Certification.pdf  
 Readability Certification.pdf

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

**Satisfied - Item:** Application

**Comments:**

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

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

**Satisfied - Item:** Red-line Compare Document

**Comments:**

The forms submitted in this filing are new and will not replace any forms currently in use. However, the submitted Rider is substantially similar to the previously approved version of L624 9-09. For your convenience in reviewing, a red-line compare document has been provided.

**Attachment:**

Compare L624 vs L627.pdf

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

**Satisfied - Item:** SAMPLE Monthly Report

**Comments:**

**Attachments:**

SAMPLE Monthly Report for CiADB.pdf  
 SAMPLE Monthly Report Ci-ADB SOV.pdf

SERFF Tracking Number: PRTA-126762573 State: Arkansas  
Filing Company: Protective Life Insurance Company State Tracking Number: 46457  
Company Tracking Number: VICKIE L627  
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
Product Name: L627 8-10  
Project Name/Number: L627 8-10/L627 8-10

**Item Status:**

**Status  
Date:**

**Satisfied - Item:** Statement of Variability

**Comments:**

**Attachment:**

Statement of Variability.pdf

# PROTECTIVE LIFE INSURANCE COMPANY BIRMINGHAM, ALABAMA

## CERTIFICATION OF COMPLIANCE

### Arkansas

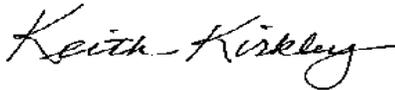
**FORM(S):** L627 8-10, SP-627, L627-CID2

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.



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

August 10, 2010

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

NAIC 458-68136  
FEIN 63-0169720

## READABILITY CERTIFICATION

<b>Regarding:</b>	<b>Form Number</b>	<b>Form Title</b>
	L627 8-10	Chronic Illness Accelerated Death Benefit Rider

This is to certify that the enclosed forms (and the corresponding state specific variations) have been created using fonts of 10 point or greater and have achieved compliance with the requirements for the FLESCH Ease of Reading Test, with scores as outlined in the following table.

	<b>L627</b>
<b>Words:</b>	2,643
<b>Sentences:</b>	153
<b>Syllables:</b>	4,314
<b>FLESCH Score:</b>	<u>51.2142</u>



Keith Kirkley, J.D., MBA  
Assistant Vice President  
Protective Life Insurance Company  
Product Development  
Contract Drafting & Filing Team

August 10, 2010



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

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## CHRONIC ILLNESS ACCELERATED DEATH BENEFIT RIDER

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

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

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

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

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## DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## BENEFITS

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

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

We reserve the right to independently assess the Insured's Chronic Illness and benefit eligibility. As part of this assessment we have the right to require that the Insured be examined by a Licensed Health Care Practitioner chosen by us. We will pay for this examination. In the event of conflicting opinions, Eligibility for Benefits will be determined by a third medical opinion provided by a Licensed Health Care Practitioner who is mutually agreed upon by the Insured and the Company. The Insured must be certified as Chronically III for the entire period in which benefits are being paid.

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

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

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

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

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

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

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

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

## **CLAIMS**

We must receive your written request for accelerated death benefits at our Administrative Office. The request should include at least the Insured's name, the Policy number and the address to which claim forms should be sent.

We have forms used for making a claim and for providing Written Certification/Written Re-certification. These forms will be sent to you within 15 days of the date we receive your written request for accelerated death benefits. If the claim forms are not sent within this 15 day period, and you provide Written Certification/Written Re-certification in a format other than our claim forms, you will be deemed to have complied with the claim requirement.

## **RIDER COST**

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

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

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

1. The Lifetime Maximum Benefit on the Policy Effective Date; divided by
2. The Death Benefit on the Policy Effective Date; multiplied by,
3. The Net Amount at Risk on the Policy Effective date for the Policy to which this rider is attached.

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

1. The remaining Lifetime Maximum Benefit on the monthly anniversary date; divided by
2. The Death Benefit on the monthly anniversary date; multiplied by
3. The Net Amount at Risk on the monthly anniversary date for the Policy to which this rider is attached.

**Effect on Monthly Deduction:** During a Benefit Period, all monthly deductions continue. If on any monthly anniversary such deduction would cause the policy to lapse, we will waive the monthly deduction or the monthly lapse protection deduction, if any, as required to maintain the policy. Any waiver of deductions is only effective during a Benefit Period.

## IMPACT ON POLICY

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

1. Policy Value;
2. Face amount;
3. Surrender Charges, if any;
4. Lapse Protection Account Value, if any;
- ~~4.~~5. Minimum premium requirements for lapse protection, if any;
- ~~5.~~6. Cumulative minimum premium requirements for lapse protection, if any;
- ~~6.~~7. Cumulative premiums paid to date; and
- ~~7.~~8. Policy Debt, if any.

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

Future charges for the policy will be reduced to the rates that would apply had the policy been issued at the reduced face amount.

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

## GENERAL PROVISIONS

Report to Owner: Upon the initial election of the benefit, we will provide you, and any irrevocable beneficiary, with a statement which outlines the effect of the accelerated death benefit payments on the values as described in the Impact on Policy section of this rider.

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

- ~~1. Alcoholism and drug addiction;~~
- ~~2. Illness, treatment or medical condition arising out of:~~
  - ~~a. War or act of war (whether declared or undeclared);~~
  - ~~b. Participation in a Felony, riot or insurrection;~~
  - ~~c. Service in the armed forces or units auxiliary thereto;~~

attempted suicide or an intentionally self-inflicted injury, while sane or insane;

- ~~d. Aviation (applicable to non-fare paying only);~~

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

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

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

If this rider terminates for reason other than the death of the Insured, any unpaid Monthly Benefits for the current Benefit Period will be commuted to present value and

paid in a lump sum prior to rider termination. If the Insured dies, after the Owner has elected to receive the benefit but before the Benefits have been paid, the election will be cancelled and the unaccelerated death benefit will be paid as per the Death Benefit provision of the policy.

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

**Contestability:** This rider is contestable on the same terms as the policy to which it is attached.

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

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

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

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

PROTECTIVE LIFE INSURANCE COMPANY

  
Deborah J. Long  
Secretary

PROTECTIVE LIFE INSURANCE COMPANY  
[Address1]

STATEMENT OF CHRONIC ILLNESS  
ACCELERATED DEATH BENEFITS  
AS OF [Date1]

Policy Number: [Policy #]  
Insured: [Insured's Name]

[Owner's Name]  
[Address2]

Monthly Benefit Report

Accelerated Death Benefit Payment Amount [N1]

Your Chronic Illness Accelerated Death Benefit check is enclosed. The Lifetime Maximum Benefit has been reduced by the amount of this payment and certain other current values of your policy have been reduced by a proportional amount. (The proportion used for the reduction is the Benefit Payment Amount, before reduction for repayment of Policy Debt divided by the death benefit immediately before the payment).

Accelerated Death Benefits Remaining	[N2]
Policy Value *	[N3]
Policy Debt *	[N4]
Total Acc Death Benefit Payments through [Date1]	[N5]
Surrender Value *	[N6]
Face Amount as of [Date1]	[N7]
Lapse Protection Account Value as of [Date1]	[N8]

\* Please refer to the base policy for definitions of these values.

Questions? Please contact us at [Address2] or tollfree [Phone1].

**Please attach this form to your original policy contract as it represents a permanent record.**



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

Keith Kirkley, J.D., M.B.A.  
Assistant Vice President  
Electronic Mail: Keith.Kirkley@protective.com  
Tollfree Phone: 1-800-866-3555 ext. 5912

### Monthly Benefit Report Usage and Statement of Variables

The [bracketed] numbers or text in this administrative form indicates where data will be inserted into the final print. All numerical references shown are typical but may vary slightly to accommodate policyholder or administrative needs, and will vary only as permitted by state law. Any other bracketed text within these forms reflects typical language. The following describes the variations within the brackets.

- |                  |   |
|------------------|---|
| [Address1]       | Post Office Box for the unit administering Accelerated Death Benefits<br>Currently: P.O. BOX 1982, Brentwood, Tennessee, 37024-1982 |
| [Date1]          | Effective date of benefit payment being reported  |
| [Policy Number]  | Policy Number   |
| [Insured's Name] | Name of Insured under policy  |
| [Owners Name]    | Policy Owner's Name   |
| [Address2]       | Policy Owner's Address  |
| [\$N1]           | Amount of Transaction processed   |
| [\$N2]           | Accelerated Death Benefits remaining as of Date1  |
| [\$N3]           | Policy Value as of Date1  |
| [\$N4]           | Loan Balance plus Accrued Interest as of Date1  |
| [\$N5]           | Total amount of accelerated benefit payments made as of Date1   |
| [\$N6]           | The Policy's surrender value as of Date1  |
| [\$N7]           | The face amount as of Date1   |
| [\$N8]           | Lapse Protection Account Value as of Date1  |
| [Address2]       | Post Office Box for the unit administering Accelerated Death Benefits<br>Currently: P.O. BOX 1982, Brentwood, Tennessee, 37024-1982 |
| [Phone1]         | Tollfree phone for the unit administering Accelerated Death Benefits<br>Currently: 1-800-424-1592                                   |

## Statement of Variability

### 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. The page numbering scheme may be varied to adjust for revisions to the text.
3. No variables will change with respect to in-force contracts without notification, appropriate regulatory approvals, and (where required) consent of the owner.

### Rider Form L627 8-10

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, Position and Signature - *Will only be changed to accurately disclose the company's officer. This change would not be made until any required notifications or regulatory filings are completed.*

### Schedule Page SP-627

Elimination Period – *No less than 90 days or more than 365 days*

Lifetime Maximum Benefit Percentage – *No less than 50% or greater than 100% of the base policy death benefit.*

Lifetime Dollar Limitation – *No less than \$250,000 or greater than \$5,000,000*

Maximum Monthly Benefit – *No less than \$500, or more than, the lesser of 1) 5% of the base policy death benefit or 2) the then current monthly equivalent of the IRS Dollar amount per Diem limitation as adopted by reference under IRC 101(g)(3)(D).*

## 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

August 10, 2010