

SERFF Tracking Number: PRTA-126806897 State: Arkansas  
 Filing Company: Protective Life Insurance Company State Tracking Number: 46751  
 Company Tracking Number: VICKIE-L628  
 TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
 Product Name: L628 10-10, et al  
 Project Name/Number: L628 10-10, et al/L628 10-10, et al

## Filing at a Glance

Company: Protective Life Insurance Company

Product Name: L628 10-10, et al

TOI: L08 Life - Other

Sub-TOI: L08.000 Life - Other

Filing Type: Form

SERFF Tr Num: PRTA-126806897 State: Arkansas

SERFF Status: Closed-Approved-  
 Closed State Tr Num: 46751

Co Tr Num: VICKIE-L628

State Status: Approved-Closed

Author: Vickie Jerkins

Reviewer(s): Linda Bird

Date Submitted: 09/09/2010

Disposition Date: 09/13/2010

Disposition Status: Approved-  
 Closed

Implementation Date Requested: 12/06/2010

Implementation Date:

State Filing Description:

## General Information

Project Name: L628 10-10, et al

Project Number: L628 10-10, et al

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 05/27/2010

Domicile Status Comments: A substantially similar filing has been approved as an IIPRC "Compact" filing, effective May 27, 2010 which included our domiciliary state of Tennessee.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 09/13/2010

Explanation for Other Group Market Type:

State Status Changed: 09/13/2010

Deemer Date:

Created By: Vickie Jerkins

Submitted By: Vickie Jerkins

Corresponding Filing Tracking Number: PRTA-126807433

Filing Description:

Form Number.....Form Title

L628 10-10.....Terminal Illness Accelerated Death Benefit Endorsement

L628-TiD1.....Summary and Disclosure Statement (App Packet)

L628-TiD2.....Summary and Disclosure Statement (At Claim)

SERFF Tracking Number: PRTA-126806897 State: Arkansas  
Filing Company: Protective Life Insurance Company State Tracking Number: 46751  
Company Tracking Number: VICKIE-L628  
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
Product Name: L628 10-10, et al  
Project Name/Number: L628 10-10, et al/L628 10-10, et al

With the exception of company specific information (Name, Logo, Addresses, Form numbering, etc) this filing is identical to a SERFF submission for West Coast Life Insurance Company, as identified in the "Corresponding Filing Tracking Number" field.

The intended implementation date for this filing is December 6, 2010 or upon approval by your Department. This filing does not contain any unusual or possibly controversial items that vary from normal company or industry standards. The forms submitted in this filing are new and will not replace any forms currently in use at this time. A substantially similar filing has been approved as an IIPRC "Compact" filing, effective May 27, 2010 which included our domiciliary state of Tennessee.

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

This Endorsement provides for a single accelerated death benefit payment to the Owner or the Owner's Estate, during the life of the Insured and while this Endorsement is in force, when the Insured has been diagnosed as being Terminally Ill. All terms and conditions are outlined within the Endorsement.

At time of Application, Summary and Disclosure Statement L628-TiD1 with sample calculations will be provided to the Proposed Insured. Upon receipt of the Insured's written notice of claim, Summary and Disclosure statement L628-TiD2 will be provided, which outlines the effect of accelerating the benefit on the policy.

There is no cost for this endorsement, as the benefit is paid by lien interest charged. The required Actuarial Materials have been provided.

The only variable fields are related to Company Specific Information – which will only be changed to accurately disclose the Company's correct mailing address, phone number, state of domicile and Officer Signature. The only "John Doe" fields appear on Page 1 to reflect the effective date and policy number. A Statement of Variability has been provided.

This Endorsement will be made available on a variety of Individual Life products, including Universal and Variable Universal. This Endorsement will not be issued on Term Life products.

The submitted forms have obtained appropriate FLESCHEASE Ease of Reading Test Score of 50 or greater. 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.

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

## Company and Contact

### Filing Contact Information

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

### Filing Company Information

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

## Filing Fees

Fee Required? Yes  
 Fee Amount: \$150.00  
 Retaliatory? No  
 Fee Explanation: \$50.00 per form x 3 = \$150.00  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Protective Life Insurance Company	\$150.00	09/09/2010	39388643

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/13/2010	09/13/2010

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Product Name: L628 10-10, et al  
Project Name/Number: L628 10-10, et al/L628 10-10, et al

## Disposition

Disposition Date: 09/13/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PRTA-126806897 State: Arkansas  
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Actuarial Materials		No
Supporting Document	Statement of Variability		Yes
Form	Terminal Illness Accelerated Death Benefit Endorsement		Yes
Form	Summary and Disclosure Statement (App Packet)		Yes
Form	Summary and Disclosure Statement (At Claim)		Yes

SERFF Tracking Number: PRTA-126806897 State: Arkansas  
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## Form Schedule

### Lead Form Number: L628 10-10

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	L628 10-10	Policy/Cont	Terminal Illness ract/Fratern al Accelerated Benefit Endorsement Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		53.310	L628 10-10 (Endorsement ) .pdf
	L628-TiD1	Other	Summary and Disclosure Statement (App Packet)	Initial		58.800	L628-TiD1 (Disclosure at Application).p df
	L628-TiD2	Other	Summary and Disclosure Statement (At Claim)	Initial		58.800	L628-TiD2 (Disclosure at Claim).pdf



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

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**TERMINAL ILLNESS ACCELERATED DEATH BENEFIT ENDORSEMENT**

**Effective Date:** [02/10/2011]                      **Policy Number:** [PL0001]

We have issued this endorsement as part of the policy to which it is attached ("the Policy"). Where the terms of this endorsement and those of the Policy conflict, the terms of this endorsement will apply.

**NOTICE:** This endorsement is intended to provide an accelerated death benefit which will qualify for favorable tax treatment under Section 101(g)(1)(A) of the Code, except as provided in Section 101(g)(5) of the Code. As with all tax matters, you should consult a personal tax advisor to assess the impact of any benefit received under this endorsement.

**Any benefit received under this endorsement may impact the recipient's eligibility for Medicaid or other government benefits.**

**Any benefit paid under this endorsement will impact the Policy. The impact on the Policy is discussed in the Impact on the Policy section of this endorsement.**

This endorsement provides for a single accelerated death benefit payment to the Owner or the Owner's Estate, during the life of the Insured and while this endorsement is in force. The Insured must be diagnosed as being a Terminally Ill Individual by a Physician. All of the terms and conditions of this endorsement must be met.

**DEFINITIONS**

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

**Claims Office:** The location at which the claim services for the policy to which this endorsement is attached are performed.

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

**Company:** Protective Life Insurance Company. Also may be referred to as "we", "us", or "our".

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

**Insured:** The person whose life the Policy insures. If Joint Insureds are the persons whose lives the Policy insures, Insured means the last surviving insured.

**Physician:** Any physician as defined in Section 1861(r)(1) of the Social Security Act, as amended, or its successor, who is a duly licensed physician practicing within the scope of his or her license. It does not include the Insured, the Owner, a Family Member, or a person who lives with the Insured, Owner, or Family Member.

**Policy Debt:** Is the sum of all outstanding policy loans plus accrued policy loan interest.

**Terminally Ill Individual:** Means an individual who has been certified by a Physician as having a non-correctable illness or physical condition which can reasonably be expected to result in death in six (6) months or less after the date of certification.

## **BENEFIT**

**Accelerated Death Benefit:** The Accelerated Death Benefit is the portion of the face amount of the Policy requested by the Owner for acceleration. The amount requested may not exceed the Maximum Accelerated Death benefit calculated as of the Accelerated Death Benefit payment date. It is paid in a single, lump sum dollar amount equal to:

- (a) The amount requested by the Owner for acceleration; minus
- (b) The administrative charge of not more than \$300; minus
- (c) The Policy Debt, if any.

The amount deducted from the Accelerated Death Benefit under (c) above, if any, will be used to repay any Policy Debt on the Accelerated Death Benefit payment date.

**Maximum Accelerated Death Benefit:** The Maximum Accelerated Death Benefit is equal to:

- (a) The lesser of 60% of the current face amount of the Policy or \$1,000,000; minus
- (b) Any outstanding lien amount against the Policy resulting from any other accelerated death benefit rider or endorsement attached to the Policy.

**Eligibility for Benefits:** The Accelerated Death Benefit becomes payable, during the life of the Insured, when each of the following conditions have been met:

- (a) The Insured is first diagnosed as being a Terminally Ill Individual by a Physician;
- (b) We receive written consent from any irrevocable beneficiary or assignee of record named in our records for the policy;
- (c) The Policy is not in force under the Grace Period, non-forfeiture option or paid-up endowment option;
- (d) An Accelerated Death Benefit payment has not been made under this endorsement;
- (e) We receive Notice of Claim; and
- (f) We receive Proof of Claim.

In determining eligibility under (a) and (g) above, we reserve the right to independently assess the Insured's Terminal Illness. As part of this assessment, we have the right to require that the Insured be examined by a Physician of our choice. We will pay for this examination. In the event of conflicting opinions, the status of the Insured as a Terminally Ill Individual shall be determined by a third medical opinion provided by a Physician who is acceptable to both the Insured and the Company.

## IMPACT ON THE POLICY

**Lien:** A lien will be established against the Policy in the amount of the Accelerated Death Benefit. Interest will be charged on the lien beginning on the Accelerated Death Benefit payment date. Interest on the lien will be compounded annually and will accrue daily at a rate computed as of the Accelerated Death Benefit payment date. The lien interest rate will not be greater than the greater of (1) the current yield on a 90-day Treasury Bill or (2) the policy loan interest rate stated in the Policy or 8% if a policy loan interest rate is not stated in the Policy. Interest accruing on the portion of the lien which is equal in amount to the Policy Value of the Policy, if applicable, on the Accelerated Death Benefit payment date shall be no more than the policy loan interest rate stated in the Policy.

Interest on the lien will be due on each Policy anniversary date. Interest as it accrues is considered part of the lien. Once the lien is established it will continue against the policy until the earlier of the Policy termination date or the date the lien is repaid. The effect of a lien will be as follows:

- (a) The lien amount will be subtracted from the death benefit or death benefit proceeds, as applicable, of the Policy.
- (b) If applicable under the Policy, access to the cash value for full surrender, partial surrender, withdrawal, partial withdrawal, automatic premium loan or non-forfeiture option will be limited to the cash value of the Policy minus any Policy Debt and minus the lien. The lien will be repaid, if the Policy is continued in force as paid-up life insurance under a non-forfeiture option.
- (c) Access to the cash value for policy loan or policy loan interest will be limited to the cash value of the Policy minus any Policy Debt and minus the lien. If this limit is negative, the Policy may terminate in accordance with the terms of the Policy.

**Non-forfeiture Option:** While a lien exists, extended term insurance, if applicable under the Policy, is not available as a non-forfeiture option.

**Continuing Premium Requirement:** Any premium payments due under the Policy will need to be paid by the Owner in accordance with the terms and conditions of the Policy.

**Accidental Death Benefit:** Any Accidental Death Benefit Rider attached to the Policy will be unaffected by the payment of an Accelerated Death Benefit, provided the Accidental Death Benefit Rider remains in force.

**Waiver of Premium or Disability Benefit:** If the Insured is a Terminally Ill Individual, the Owner will not qualify automatically for a waiver of premium or disability benefit provided by any Waiver of Premium or Disability Benefit Rider attached to the Policy. Qualification will be based on the terms of the Rider.

**Acceleration Statement:** Prior to or at the election to accelerate the death benefit, we will provide the Owner and any irrevocable beneficiary a statement demonstrating the effect of the Accelerated Death Benefit on the Policy's death benefit, cash value, if any, Policy Debt and the premiums / cost of insurance as applicable.

## CLAIMS

**Notice of the Claim:** We must receive written notice of claim at our Claims Office. Notice of claim means notice that the Insured is a Terminally Ill Individual and that a claim may be made under this endorsement. The notice should include at least the Insured's name, the Policy number shown on the endorsement, and the address to which claim forms should be sent. Notice given by or for the Owner shall be notice of claim.

**Proof of Claim:** Proof of claim means written proof satisfactory to us supported by clinical, radiological or laboratory evidence that the Insured is a Terminally Ill Individual. Proof of claim must be given by or for the Owner and it must be received at our Claims Office. We have forms to be used in making a claim. These forms will be sent to the Owner or the Owner's legal representative within 15 days of the date we receive notice of a claim.

**Payment of Claim:** After all of the terms and conditions of this endorsement are met, the Accelerated Death Benefit will be paid, during the lifetime of the Insured and while this endorsement is in force, as follows:

- (a) If the Owner is the Insured, we will pay the benefit to the Owner; or
- (b) If the Owner is not the Insured, we will pay the benefit to the Owner, if living, otherwise to the Owner's estate.

The Owner may request in writing for the benefit to be paid other than as described in (a) or (b) above no later than the time the Owner files the Proof of Claim. To make a change, we must receive a written request satisfactory to us at our Claims Office. Any change is effective on the date the request was received at our Claims Office. We will not be liable for any payment we have made before such request has been received and acknowledged at our Claims Office. The election of the Accelerated Death Benefit will be cancelled and the death benefits paid as per the Policy provisions if we receive due proof of death of the Insured after the election has been made and prior to the payment of the Accelerated Death Benefit.

## GENERAL PROVISIONS

**Termination:** If the death benefit proceeds of the Policy minus the lien against the Policy is equal to or less than zero, the Policy will terminate. This endorsement will terminate upon termination of the Policy to which it is attached. Termination will not prejudice the payment of an Accelerated Death Benefit that became payable while the endorsement was in force.

**Contestability:** This endorsement is contestable on the same conditions as the Policy to which it is attached.

**Suicide:** The suicide exclusion provision of the Policy applies to this endorsement.

**Reinstatement:** If the Policy terminates at the end of the grace period of the Policy, reinstatement of the policy shall be subject to:

- (a) The requirement that we receive payment of or reinstatement of a lien which existed at the end of the grace period of the Policy; and
- (b) The reinstatement requirements of the Policy.

Signed for the Company as of the Effective Date of this endorsement.

PROTECTIVE LIFE INSURANCE COMPANY



[Deborah J. Long]  
Secretary

## Protective Life Insurance Company

"we, us, our"

### SUMMARY DISCLOSURE STATEMENT for ACCELERATED DEATH BENEFIT

#### **Benefit:**

Subject to the terms of this Benefit, we will pay a portion of the death benefit upon receiving proof that the insured is terminally ill. An accelerated death benefit can only be paid one time.

#### **Consequences of Receiving Accelerated Death Benefit:**

The receipt of an accelerated death benefit may be considered a taxable event under the Internal Revenue Code. The receipt of an accelerated death benefit may also affect eligibility to receive, or continue to receive Medicaid benefits, or other state or federal government benefits and entitlements. Before you elect to receive any accelerated benefits, you should consult with your tax advisor.

#### **Amount You May Elect:**

You may elect the amount of the accelerated death benefit to be paid. The limits are outlined in the Benefit but are generally limited to the lesser of 60% of the death benefit of the policy or \$1,000,000. We will charge an administrative fee of not more than \$300, deducted from any payment made.

#### **When Eligible for Payment of Benefit:**

You are entitled to receive the accelerated death benefit when we have determined that the insured is terminally ill and has a life expectancy of 6 months or less.

#### **Notice and Proof of Qualifying Event:**

We will require proof that the insured is terminally ill. The diagnosis must be made by a physician as defined in the Benefit. Any diagnosis must be the result of clinical, radiological, histological, or laboratory evidence of the terminal illness. We may require a second medical opinion by a physician of our choice at our expense. If there is a conflict of opinion, we reserve the right to make the final determination.

#### **Effect of an Accelerated Death Benefit:**

When you elect to receive an accelerated death benefit, it will be treated as a lien against your policy. We will charge you interest on the accelerated death benefit paid to you. The Accelerated Death Benefit does not have an effect on the Premium and/or Cost of Insurance Charges of the base policy.

The maximum interest rate we may charge you is the greater of:

1. The interest rate charged on policy loans; or
2. the current 90 day U.S. Treasury Bill rate in effect on the date that the accelerated death benefit is paid.

The maximum interest rate we will charge on the portion of the lien which is equal to the cash surrender value of the policy at the time the accelerated death benefit is requested will be no greater than the rate we charge on policy loans.

The accelerated death benefit will first be used to repay any outstanding policy loans and any unpaid accrued interest thereon. Your access to the cash surrender value of your policy, if any, will be limited to the excess of the cash surrender value over the lien. The death benefit will also be reduced by the amount of the lien. There will be no effect on any benefits not used to determine the accelerated death benefit.

Any irrevocable beneficiaries or assignees must send us a written consent to the accelerated death benefit payment. The written request must be in a form satisfactory to us.

Below is a **sample illustration** of the effect of an accelerated death benefit on a **UNIVERSAL LIFE** policy. This 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 Face Amount is \$100,000; (2) a 50% accelerated death benefit is elected; (3) we are charging 6% on the lien; and
- (4) for **UNIVERSAL LIFE**, the cash surrender value does not change after the accelerated death benefit is elected.

**UNIVERSAL LIFE**

Before Election is Made	
Face Amount	\$ 100,000.00
Cash Surrender Value	\$ 30,000.00
Policy Loan	\$ 5,000.00
Death Benefit Payable	\$ 95,000.00
Net Cash Surrender Value	\$ 25,000.00

Accelerated Death Benefit Election	
Face Amount	\$ 100,000.00
50% Election	\$ 50,000.00
less administrative fee	\$ 150.00
less policy loan repayment	\$ 5,000.00
Benefit Payable	\$ 44,850.00

Immediately After Election is Made	
Face Amount	\$ 100,000.00
Lien*	\$ 50,000.00
Cash Surrender Value	\$ 30,000.00
Policy Loan	\$ 0.00
Death Benefit Payable	\$ 50,000.00
Cash Surrender Value available for loan	\$ 0.00

*\* Equal to the Accelerated Death Benefit*

Face Amount	\$ 100,000.00
Lien**	\$ 53,000.00
Cash Surrender Value	\$ 30,000.00
Policy Loan	\$ 0.00
Death Benefit Payable	\$ 47,000.00
Cash Surrender Value available for loan	\$ 0.00

*\*\* Equal to the Accelerated Death Benefit plus 12 months of interest. This illustration assumes a loan interest rate of 6%. The actual rate applicable is described in the Effect of an Accelerated Death Benefit section of this Summary.*

**Premiums:** There are no premiums for this benefit.

<b>Acknowledgement:</b> I acknowledge that I have received and read the Summary and Disclosure Statement for Accelerated Death Benefit which was furnished to me prior to signing the application.	
Signature of Proposed Insured	Date
Signature of Owner (if other than Proposed Insured)	Date
Signature of Agent	Date

## Protective Life Insurance Company

"we, us, our"

### SUMMARY DISCLOSURE STATEMENT for ACCELERATED DEATH BENEFIT

#### **Benefit:**

Subject to the terms of this Benefit, we will pay a portion of the death benefit upon receiving proof that the insured is terminally ill. An accelerated death benefit can only be paid one time.

#### **Consequences of Receiving Accelerated Death Benefit:**

The receipt of an accelerated death benefit may be considered a taxable event under the Internal Revenue Code. The receipt of an accelerated death benefit may also affect eligibility to receive, or continue to receive Medicaid benefits, or other state or federal government benefits and entitlements. Before you elect to receive any accelerated benefits, you should consult with your tax advisor.

#### **Amount You May Elect:**

You may elect the amount of the accelerated death benefit to be paid. The limits are outlined in the Benefit but are generally limited to the lesser of 60% of the death benefit of the policy or \$1,000,000. We will charge an administrative fee of not more than \$300, deducted from any payment made.

#### **When Eligible for Payment of Benefit:**

You are entitled to receive the accelerated death benefit when we have determined that the insured is terminally ill and has a life expectancy of 6 months or less.

#### **Notice and Proof of Qualifying Event:**

We will require proof that the insured is terminally ill. The diagnosis must be made by a physician as defined in the Benefit. Any diagnosis must be the result of clinical, radiological, histological, or laboratory evidence of the terminal illness. We may require a second medical opinion by a physician of our choice at our expense. If there is a conflict of opinion, we reserve the right to make the final determination.

#### **Effect of an Accelerated Death Benefit:**

When you elect to receive an accelerated death benefit, it will be treated as a lien against your policy. We will charge you interest on the accelerated death benefit paid to you. The Accelerated Death Benefit does not have an effect on the Premium and/or Cost of Insurance Charges of the base policy.

The maximum interest rate we may charge you is the greater of:

1. The interest rate charged on policy loans; or
2. the current 90 day U.S. Treasury Bill rate in effect on the date that the accelerated death benefit is paid.

The maximum interest rate we will charge on the portion of the lien which is equal to the cash surrender value of the policy at the time the accelerated death benefit is requested will be no greater than the rate we charge on policy loans.

The accelerated death benefit will first be used to repay any outstanding policy loans and any unpaid accrued interest thereon. Your access to the cash surrender value of your policy, if any, will be limited to the excess of the cash surrender value over the lien. The death benefit will also be reduced by the amount of the lien. There will be no effect on any benefits not used to determine the accelerated death benefit.

Any irrevocable beneficiaries or assignees must send us a written consent to the accelerated death benefit payment. The written request must be in a form satisfactory to us.

Below is a **sample illustration** of the effect of an accelerated death benefit on a **UNIVERSAL LIFE** policy. This 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 Face Amount is \$100,000; (2) a 50% accelerated death benefit is elected; (3) we are charging 6% on the lien; and
- (4) for **UNIVERSAL LIFE**, the cash surrender value does not change after the accelerated death benefit is elected.

**UNIVERSAL LIFE**

Before Election is Made	
Face Amount	\$ 100,000.00
Cash Surrender Value	\$ 30,000.00
Policy Loan	\$ 5,000.00
Death Benefit Payable	\$ 95,000.00
Net Cash Surrender Value	\$ 25,000.00

Accelerated Death Benefit Election	
Face Amount	\$ 100,000.00
50% Election	\$ 50,000.00
less administrative fee	\$ 150.00
less policy loan repayment	\$ 5,000.00
Benefit Payable	\$ 44,850.00

Immediately After Election is Made	
Face Amount	\$ 100,000.00
Lien*	\$ 50,000.00
Cash Surrender Value	\$ 30,000.00
Policy Loan	\$ 0.00
Death Benefit Payable	\$ 50,000.00
Cash Surrender Value available for loan	\$ 0.00

*\* Equal to the Accelerated Death Benefit*

Face Amount	\$ 100,000.00
Lien**	\$ 53,000.00
Cash Surrender Value	\$ 30,000.00
Policy Loan	\$ 0.00
Death Benefit Payable	\$ 47,000.00
Cash Surrender Value available for loan	\$ 0.00

*\*\* Equal to the Accelerated Death Benefit plus 12 months of interest. This illustration assumes a loan interest rate of 6%. The actual rate applicable is described in the Effect of an Accelerated Death Benefit section of this Summary.*

**Premiums:** There are no premiums for this benefit.

<b>Acknowledgement:</b> I acknowledge that I have received and read the Summary and Disclosure Statement for Accelerated Death Benefit which was furnished to me prior to signing the application.	
Signature of Proposed Insured	Date
Signature of Owner (if other than Proposed Insured)	Date
Signature of Agent	Date

SERFF Tracking Number: PRTA-126806897

State: Arkansas

Filing Company: Protective Life Insurance Company

State Tracking Number: 46751

Company Tracking Number: VICKIE-L628

TOI: L08 Life - Other

Sub-TOI: L08.000 Life - Other

Product Name: L628 10-10, et al

Project Name/Number: L628 10-10, et al/L628 10-10, et al

## 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:** Statement of Variability

**Comments:**

**Attachment:**

Statement of Variability.pdf

# PROTECTIVE LIFE INSURANCE COMPANY BIRMINGHAM, ALABAMA

## CERTIFICATION OF COMPLIANCE

### Arkansas

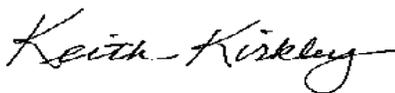
**FORM(S):** L628 10-10 / L628-TiD1 / L628-TiD1

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

September 9, 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>
	L628 10-10	Terminal Illness Accelerated Death Benefit Endorsement
	L628-TID1	Terminal Illness Accelerated Death Benefit Summary and Disclosure Statement (App Packet)
	L628-TID2	Terminal Illness Accelerated Death Benefit Summary and Disclosure Statement (At Claim)

This is to certify that the enclosed forms have achieved compliance with the FLESCH Ease of Reading Test, with scores as outlined in the following table.

	L628 10-10	L628-TID1	L628-TID2
<b>Words:</b>	1,727	678	678
<b>Sentences:</b>	84	44	44
<b>Syllables:</b>	2,708	1,061	1,061
<b>FLESCH Score:</b>	53.31	58.80	58.80



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

September 8, 2010

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**STATEMENT OF VARIABILITY  
FORM: L628 10-10 (and state variations)**

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.

Effective Date and Policy Number – Specimen (John Doe) data; determinable and will populate the appropriate data fields at policy issue.

Officer 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.

**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, JD, MBA  
AVP – Product Development  
Protective Life Insurance Company  
September 8, 2010