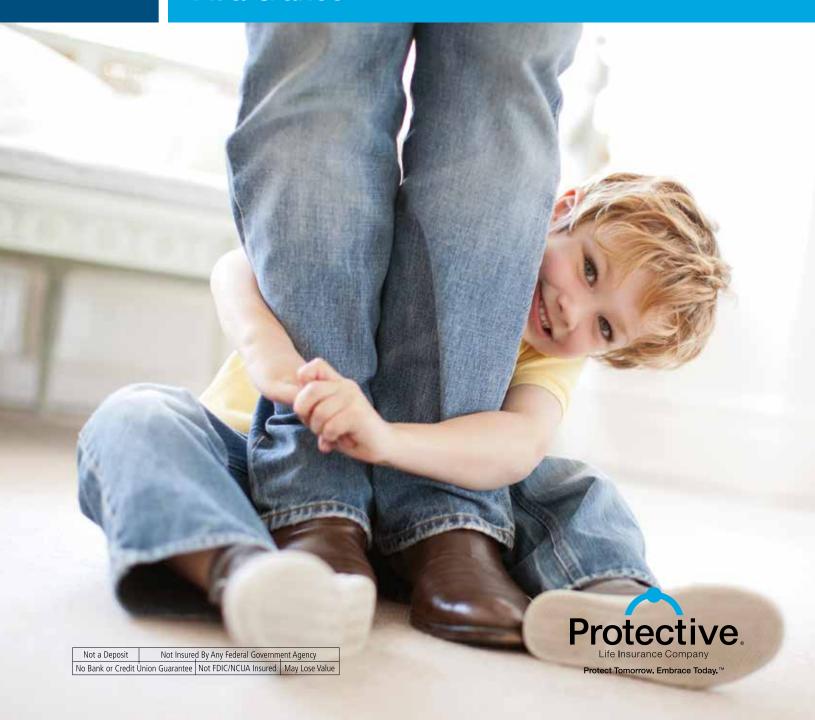
# Protective® Indexed Annuity II

# At a Glance



#### Solution Profile

Consider this solution if you want:

- Solution Opportunities to participate in market-linked growth
  - Flexibility to receive back your full original premium
  - · Guaranteed lifetime income with an optional income benefit

#### **Availability**

- Ages 0 85 (non-qualified)
- Ages 18 85 (qualified)

#### Minimum initial: \$10,000

The initial purchase payment includes all payments received within 14 days of the date you purchase the contract. Payments received in connection with an exchange, transfer or rollover must be initiated within 14 days and received within 60 days of the date you purchase the contract.

### Deposit Payments and Windows

Withdrawals\*

Minimum additional: \$1,000

Additional purchase payments are welcomed when initiated before the first contract anniversary and received before the oldest owner's or annuitant's 86th birthday. Additional purchase payments are applied to an interest bearing holding account and remain there until the next contract anniversary, and then allocated to the interest crediting strategies per your instructions.

#### Maximum: \$1 million

Higher amounts may be accepted, but must be approved before being submitted and may be subject to conditions.

		INDEXED				
	FIXED	Annual Point-to-Point Strategy	Annual Rate Cap for Term Strategy	Annual Trigger Strategy		
	<ul> <li>Amounts allocated to this strategy earn a fixed rate of interest that is credited daily</li> <li>The interest rate is determined in advance upon each contract anniversary</li> </ul>	Amounts allocated to these strategies earn interest in arrears based, in part, on the performance of the S&P 500® Index (without dividends).				
Interest Crediting Strategies		Interest is credited when index performance is positive—up to a maximum interest rate cap in effect for that year	<ul> <li>Interest is credited when index performance is positive—up to a maximum interest rate cap in effect for that year</li> <li>The interest rate cap is guaranteed to remain constant for the entire surrender charge period</li> </ul>	<ul> <li>A predetermined trigge rate is credited when index performance is flat or positive</li> </ul>		
Withdrawal Charges*	You have a choice between a 5-year, 7-year or 10-year withdrawal charge schedule. Five, seven or ten years after the contract issue date, you will have full access to the total investment and any earnings attributed to it without a withdrawal charge.					
Market Value Adjustment (MVA)	A limited market value adjustment will be applied to withdrawals that exceed the allowable penalty free amount. The MVA can increase, decrease or have no effect on the amount deducted from the contract value to satisfy a withdrawal request, based on changes in market interest rates between the contract issue date and the withdrawal date. The MVA is limited. It does not apply after the withdrawal charge period expires, and does not affect the contract's minimum surrender value.					
Minimum Surrender Value	A minimum surrender value is guaranteed when the contract is terminated due to full surrender, death or annuitization. This amount is calculated by:  • Taking 100% of aggregate purchase payments accumulated at the contract's non-forfeiture rate, which cannot be less than 1% or more than 3%, and  • Subtracting any prior aggregate withdrawals (including withdrawal charges) accumulated at the non-forfeiture rate, and  • Subtracting any withdrawal charges that apply at termination.					
Penalty-Free	During the first contract year, you can withdraw 10% of your initial purchase payment without incurring a withdrawal charge. After the first year, you can withdraw 10% of the contract value annually, less any withdrawals in that					

charge. After the first year, you can withdraw 10% of the contract value annually, less any withdrawals in that

contract year. Your contract value after each withdrawal must be at least \$10,000.

## Nursing Facility/ Terminal Illness Waiver

You can access your money to help when certain circumstances occur. We will waive the withdrawal charge and MVA after the first contract anniversary if your or your spouse is either:

- Confined to a qualified medical care facility for at least 30 consecutive days
- Diagnosed with a terminally ill condition expected to result in death within 12 months *Not available in all states. State variations may apply.*

# Unemployment Waiver

You can access your money to help with the financial burdens of unemployment. We will waive the withdrawal charge and MVA, if you or your spouse should become unemployed. In order to qualify, you or your spouse must meet the following requirements:

- Employed full time on the contract issue date
- Unemployed for a period of at least 60 consecutive calendar days prior to claiming the waiver
- Unemployed on the date when the full surrender or partial withdrawal is requested

Not available in all states. State variations may apply.

## Optional Protected Lifetime Income Benefit

SecurePay SE, an optional protected lifetime income benefit, provides enhanced benefit base growth opportunities along with protected lifetime income.

- Guaranteed benefit base growth with a 7% simple interest annual roll-up available for the first 10 contract years
- Stable retirement income with lifetime withdrawals of 4.5% 7% (based on attained age at benefit election)
- Annual capture of interest crediting strategy gains when contract value exceeds the benefit base

#### Return of Purchase Payments Option

- Provides an option, prior to annuitization, to surrender the contract and receive 100% of the purchase payments, less any prior withdrawals or investment taxes, as applicable
- · Contracts including this option will earn a lower interest rate than those without it

#### **Death Benefit**

Should you pass away before starting your annuity income payments, as of the date Protective Life receives the proof of death, your beneficiaries will receive the contract value or the minimum surrender value.

If you choose to annuitize your contract for retirement income payments, the following options are available for both single or joint life expectancy:

- Lifetime income
- Annuity Income Payment Options
- · Income for a specific term (certain period)
- Lifetime income with a specific term (certain period)
- · Lifetime income with a cash refund
- · Lifetime Income with an installment refund (principal refund)

Please see the contract for important information about annuity payout options. All payments are subject to the claims-paying ability of the issuing company.

# Annuity Income Payment Bonus

At no additional charge, we will increase the contract value by 2% on those contracts starting annuity income payments after the 10th contract anniversary and structuring them for life with a certain period of 10 years or more.

Talk with your financial professional to learn more about how Protective Indexed Annuity II can help you protect and grow retirement savings.

<sup>\*</sup> Withdrawals reduce the annuity's remaining death benefit, contract value, cash surrender value and future earnings. Withdrawals may be subject to income tax and, if taken prior to age 59½, an additional 10% IRS tax penalty may apply. More frequent withdrawals may reduce earnings more than annual withdrawals.

The S&P 500 Index is a product of S&P Dow Jones Indices LLC, a division of S&P Global, or its affiliates ("SPDJI"), and has been licensed for use by Protective Life. Standard & Poor's® and S&P® are registered trademarks of Standard & Poor's Financial Services LLC, a division of S&P Global ("S&P"); Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC ("Dow Jones"); and these trademarks have been licensed for use by SPDJI and sublicensed for certain purposes by Protective Life. It is not possible to invest directly in an index. The Protective Indexed Annuity II is not sponsored, endorsed, sold or promoted by SPDJI, Dow Jones, S&P, any of their respective affiliates (collectively, "S&P Dow Jones Indices"). S&P Dow Jones Indices makes no representation or warranty, express or implied, to the owners of the Protective Indexed Annuity II or any member of the public regarding the advisability of investing in securities generally or in The Protective Indexed Annuity II particularly or the ability of the S&P 500 Index to track general market performance. Past performance of an index is not an indication or guarantee of future results. S&P Dow Jones Indices' only relationship to Protective Life with respect to the S&P 500 Index is the licensing of the Index and certain trademarks, service marks and/or trade names of S&P Dow Jones Indices and/or its licensors. The S&P 500 Index is determined, composed and calculated by S&P Dow Jones Indices without regard to Protective Life or the Protective Indexed Annuity II. S&P Dow Jones Indices have no obligation to take the needs of Protective Life or the owners of The Protective Indexed Annuity II into consideration in determining, composing or calculating the S&P 500 Index. S&P Dow Jones Indices is not responsible for and has not participated in the determination of the prices, and amount of The Protective Indexed Annuity II or the timing of the issuance or sale of The Protective Indexed Annuity II or in the determination or calculation of the equation by which The Protective Indexed Annuity II is to be converted into cash, surrendered or redeemed, as the case may be. S&P Dow Jones Indices has no obligation or liability in connection with the administration, marketing or trading of The Protective Indexed Annuity II There is no assurance that investment products based on the S&P 500 Index will accurately track index performance or provide positive investment returns. S&P Dow Jones Indices LLC is not an investment or tax advisor. A tax advisor should be consulted to evaluate the impact of any tax-exempt securities on portfolios and the tax consequences of making any particular investment decision. Inclusion of a security within an index is not a recommendation by S&P Dow Jones Indices to buy, sell, or hold such security, nor is it considered to be investment advice.

NEITHER S&P DOW JONES INDICES NOR THIRD PARTY LICENSOR GUARANTEES THE ADEQUACY, ACCURACY, TIMELINESS AND/OR THE COMPLETENESS OF THE S&P 500 INDEX OR ANY DATA RELATED THERETO OR ANY COMMUNICATION, INCLUDING BUT NOT LIMITED TO, ORAL OR WRITTEN COMMUNICATION (INCLUDING ELECTRONIC COMMUNICATIONS) WITH RESPECT THERETO. S&P DOW JONES INDICES SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS, OR DELAYS THEREIN. S&P DOW JONES INDICES MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR AS TO RESULTS TO BE OBTAINED BY PROTECTIVE LIFE, OWNERS OF THE PROTECTIVE INDEXED ANNUITY II, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE S&P 500 INDEX OR WITH RESPECT TO ANY DATA RELATED THERETO. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT WHATSOEVER SHALL S&P DOW JONES INDICES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, TRADING LOSSES, LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBLITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. THERE ARE NO THIRD PARTY BENEFICIARIES OF ANY AGREEMENTS OR ARRANGEMENTS BETWEEN S&P DOW JONES INDICES AND PROTECTIVE LIFE, OTHER THAN THE LICENSORS OF S&P DOW JONES INDICES.

Protective® is a registered trademark of Protective Life Insurance Company.

All non-guaranteed components of the indexing formula may change and could be different in the future. Indexed interest could be less than that earned in a traditional fixed annuity, and could be zero. For product details, benefits, limitations and exclusions, please consult the contract, product guide and disclosure statement. These documents describe the terms and conditions that control the insurance company's contractual obligations. All payments and guarantees are subject to the claims-paying ability of Protective Life & Annuity Insurance Company. Neither Protective Life & Annuity nor its representatives offer legal or tax advice. Purchasers should consult with their legal or tax advisor regarding their individual situations before making any tax-related decisions. Annuities are long-term insurance contracts intended for retirement planning.

Annuities are long-term insurance contracts intended for retirement planning.

Protective Indexed Annuity II is a limited flexible premium deferred indexed annuity contract issued under contract form series FIA-P-2010 and FIA-P-2011 and state variations thereof. SecurePay SE is provided under rider form series FIA-P-6022 and state variations thereof. Protective Indexed Annuity II is issued by Protective Life Insurance Company located in Birmingham, AL. Contract form numbers, product availability and features may vary by state.

Protective Indexed Annuity II is not an investment in any index, is not a security or stock market investment, does not participate in any stock or equity investment, and does not contain dividends.



www.protective.com

Not a Deposit	Not Insured By Any Federal Government Agency		
No Bank or Credit I	Jnion Guarantee	Not FDIC/NCUA Insured	May Lose Value