

# Annuity New Business Checklist

Protective Life Insurance Company<sup>1</sup>  
West Coast Life Insurance Company<sup>1</sup>  
Protective Life and Annuity Insurance Company

## APPLICATION

- Customer information completed in its entirety where applicable.**
- Beneficiary information completed in its entirety. Please note the following:**
  - ✓ Beneficiary allocations must equal 100% for both Primary and Contingent Beneficiaries.
  - ✓ Percentage and Designation are required for each beneficiary.
  - ✓ Any additional beneficiaries not included on the application must be submitted in writing with a signature of the owner(s) and dated.
- Plan Type. Please note the following:**
  - ✓ Include the plan type that we are to issue the contract and ensure that it is applicable to the product being sold.
  - ✓ Include the amount being submitted as well as any transfer and tax information applicable to this contract.
- Fund Allocations must equal 100%.**
- Replacement Questions completed in their entirety by both customer and agent.**
- Customer Signature. All owners must sign.**
  - ✓ Annuitant signature is required if different than the owner(s).
  - ✓ Complete Date, City and State fields.
- Agent Signature. To ensure timely processing, please include the following:**
  - ✓ Agent's name printed, Agency name, and Agent's phone number.
  - ✓ Florida License ID # if applicable.
- Indexed Annuities 14 Calendar days. Application and funds or Application and Transfer/Exchange form must be received within 14 calendar days of sign date.**
  - ✓ All Initial Premiums should be identified on application (checks & transfers) - funded premium (checks) must accompany the new business – do not wait to forward
  - ✓ Client-initiated transactions – 60 day rate/cap lock given if completed LAD 1120 Transfer/Exchange form, with Client Initiated box checked, is completed

## SUITABILITY FORM

*Required for all annuity business submitted through an IMO/BGA. Where FINRA firms have a certified program for Protective to accept your firm's Registered Principal approval, the form is not required.*

## REPLACEMENT FORM(S)

*Please complete all applicable Replacement Forms.*

## TRANSFER / ROLLOVER / EXCHANGE FORM

*Please complete all applicable forms.*

## TRUST DOCUMENTATION

*If the owner is a Trust, we must receive a copy of the Trust Certification form or the first and last page of the trust in order to issue the contract.*

## POWER OF ATTORNEY DOCUMENTATION

*If applicable, POA documentation is required.*

<sup>1</sup> Not authorized in New York

FOR AGENT / BROKER DEALER INFORMATION ONLY. NOT FOR USE WITH CONSUMERS.

"Annuity contracts issued by Protective Life Insurance Company (PLICO-not authorized to sell insurance in NY), West Coast Life Insurance Company (WCL - not authorized to sell insurance in NY) and Protective Life and Annuity Insurance Company (PLAICO-authorized to sell life insurance in NY). Securities offered by Investment Distributors, Inc. (IDI). PLICO, PLAICO, and IDI are located at Birmingham, AL 35223, WCL located at San Francisco, CA 94104. All are subsidiaries of Protective Life Corporation. Protective Life Corporation is a separate company and is not responsible for the financial condition or the contractual obligations of PLICO, WCL, PLAICO, or IDI.

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For questions or assistance, please contact  
Customer Service at **1-800-456-6330**.

Protective Life refers to Protective Life Insurance Company (PLICO) and its affiliates, including Protective Life & Annuity Insurance Company (PLAICO). Life insurance and annuities are issued by PLICO in all states except New York and, in New York, by PLAICO. Securities issued by Investment Distributors, Inc. (IDI), principal underwriter for registered products issued by PLICO and PLAICO, its affiliates. All companies located in Birmingham, AL. Product availability and features may vary by state. Each company is solely responsible for the financial obligations accruing under the products it issues. Product guarantees are backed by the financial strength and claims-paying ability of the issuing company.

INDIVIDUAL ANNUITY APPLICATION

Protective Life Insurance Company

Send Applications to:

Overnight: 2801 Hwy 280 South, Birmingham, Alabama 35223
U. S. Mail: P. O. Box 10648, Birmingham, Alabama 35202-0648
(800) 456-6330

Select Product: [X] Protective Asset Builder II Indexed Annuity
(5-or 7-Year)

Contract # \_\_\_\_\_

PRIMARY OWNER (If mailing address is a P.O. Box, please provide a physical address in the 'Remarks' area.)

Name: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

SSN/Tax ID: \_\_\_\_\_ DOB: \_\_\_\_\_ [ ]M [ ]F Email: \_\_\_\_\_

JOINT OWNER (If applicable.)

Name: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

SSN/Tax ID: \_\_\_\_\_ DOB: \_\_\_\_\_ [ ]M [ ]F Email: \_\_\_\_\_

ANNUITANT (If different from Primary Owner. Must be a living person.)

Name: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

SSN/Tax ID: \_\_\_\_\_ DOB: \_\_\_\_\_ [ ]M [ ]F Email: \_\_\_\_\_

PLAN TYPE [ ] Non-Qualified [ ] Traditional IRA [ ] Roth IRA [ ] Other \_\_\_\_\_
(Please choose one.)

TOTAL ESTIMATED INITIAL PURCHASE PAYMENT (Minimum: \$10,000): \$ \_\_\_\_\_

FUNDING SOURCE: [ ] Transfer - \$ \_\_\_\_\_ [ ] Cash - \$ \_\_\_\_\_
[ ] Rollover - \$ \_\_\_\_\_ [ ] 1035 Exchange - \$ \_\_\_\_\_
[ ] IRA or Roth IRA Contribution - \$ \_\_\_\_\_ for Tax Year \_\_\_\_\_
(Please check all that apply.)

WITHDRAWAL CHARGE PERIOD (Please choose one): [ ] 5 Years [ ] 7 Years

CONTRACT ALLOCATION:

For initial allocation, only; must total 100%. "CP"=Crediting Period. "RGP"=Rate Guarantee Period. "WCP"=Withdrawal Charge Period.

Point to Point Indexed Interest Strategies:

S&P 500 Index

\_\_\_\_\_ % with Rate Cap (1-year CP; 1-year RGP)

\_\_\_\_\_ % with Rate Cap (1-year CP; RGP = WCP)

\_\_\_\_\_ % with Trigger Rate (1-year CP; 1-year RGP)

\_\_\_\_\_ % with Participation Rate (1-year CP; 1-year RGP)

Citi Flexible Allocation 6 Excess Return Index

\_\_\_\_\_ % with Participation Rate (2-year CP; 2-year RGP)

J.P. Morgan Mojave Index

\_\_\_\_\_ % with Participation Rate (1-year CP; 1-year RGP)

Fixed Interest Strategy:

\_\_\_\_\_ % Fixed Interest Strategy (1-year CP; 1-year RGP)

SELECT THE OPTIONAL BENEFIT TO BE INCLUDED IN YOUR CONTRACT - Not Required.

[ ] Optional Principal Protection Money-Back Guarantee: Check the box to add this benefit. There is no fee, but contracts with the Money-Back Guarantee may earn interest at a lower rate than those without the guarantee.

REMARKS: \_\_\_\_\_

An annuity contract is not a deposit or obligation of, or guaranteed by any bank or financial institution. It is not insured by the Federal Deposit Insurance Corporation or any other government agency.

**IMPORTANT NOTICE**

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

**REPLACEMENT:**

- Will this annuity change or replace an existing life insurance policy or annuity contract?  NO  YES
  - Do you currently have a life insurance policy or annuity contract?  NO  YES
- (If "YES", please provide the company name and policy or contract number below.)*

Company - \_\_\_\_\_ Policy or Contract # \_\_\_\_\_

Company - \_\_\_\_\_ Policy or Contract # \_\_\_\_\_

Company - \_\_\_\_\_ Policy or Contract # \_\_\_\_\_

**NOT INSURED BY ANY GOVERNMENT AGENCY · NO BANK GUARANTEE · NOT A DEPOSIT**

I understand this application will become part of my annuity contract. I have read the completed application and confirm that the information it contains is true and correct, to the best of my knowledge and belief. However, these statements are representations and not warranties. If this application has a Joint Owner, Protective Life may accept instructions from either Owner on behalf of both Owners.

I have read and understand the "Annuity Buyer's Guide" and the annuity Disclosure Statement provided to me by my financial advisor.

I believe this annuity meets my current needs and financial objectives.

**I understand that I am purchasing an indexed annuity. I understand the product features, interest crediting elements, and the indexes upon which the interest calculations will be based. Any interest credited to an indexed strategy depends in part upon the performance of the strategy's independent index. I understand the value of the contract will be affected by the index, but the contract does not participate directly in any index or stock investment. I also understand that during the withdrawal charge period, withdrawals from the contract that exceed any available free-withdrawal amount are subject to a limited market value adjustment and a withdrawal charge.**

Application signed at: \_\_\_\_\_ on \_\_\_\_\_  
*(City and State) (Date)*

Owner's Signature \_\_\_\_\_ Joint Owner's Signature (if applicable) \_\_\_\_\_ Annuitant's Signature (if not an Owner) \_\_\_\_\_

**Federal law requires the following notice: We may request or obtain additional information to establish or verify your identity.**

**Use Administrative Form LAD-1225 to name or change a beneficiary anytime before the death of an owner.**

**PRODUCER REPORT:**

*(To prevent delays processing this application, please complete all questions in this section.)*

To the best of your knowledge and belief:

- Does this annuity purchase change or replace any existing life insurance policy or annuity contract?  NO  YES
- Does the applicant have any existing life insurance policy(s) or annuity contract(s)?  NO  YES

Type of unexpired government issued photo I.D. used to verify the applicant's identity? \_\_\_\_\_  
*(Type) (Number)*

I determined the suitability of this annuity to the applicant's current financial needs, goals, and situation by asking about the applicant's financial status, tax status, financial goals and objectives, and other relevant information.

I have accurately recorded the information provided by the applicant(s). I have not used any written sales materials other than those approved by Protective Life. I have reasonable grounds to believe the purchase of this annuity is suitable for the applicant(s).

Producer 1 Signature \_\_\_\_\_ Producer 1 # \_\_\_\_\_ Share \_\_\_\_\_%

Producer 1 Printed Name \_\_\_\_\_ Producer 1 Florida Lic. # (if applicable) \_\_\_\_\_

Broker/Agency Name \_\_\_\_\_ Phone # \_\_\_\_\_ Email \_\_\_\_\_

Producer 2 Printed Name \_\_\_\_\_ Producer 2 # \_\_\_\_\_ Share \_\_\_\_\_%

**An annuity contract is not a deposit or obligation of, or guaranteed by any bank or financial institution. It is not insured by the Federal Deposit Insurance Corporation or any other government agency.**



## Protective Asset Builder II

A Flexible Premium Deferred Indexed Annuity  
with a Limited Market Value Adjustment  
Form Series: FIA-P-2018

Protective Life Insurance Company

www.protective.com

2801 Hwy 280 South, Birmingham, AL 35223  
800-456-6330

## DISCLOSURE STATEMENT

This document reviews important points to consider before you buy a *Protective Asset Builder II* annuity. It is a summary document and not part of your contract with us. The contract governs your rights and our obligations.

### WHAT IS AN ANNUITY?

An annuity is a legal contract between you and an insurance company. An annuity should be used to accumulate money for *long-term* financial goals, like retirement. An annuity is the only financial product that can create a stream of income payments *guaranteed to last as long as you live*.

The *Protective Asset Builder II* is a flexible premium deferred indexed annuity. *Flexible premium* means that you may – but are not required to – send us additional premium. The minimum initial premium required to issue a contract is \$10,000. Each additional premium must be at least \$1,000. The maximum total premium we will accept is \$1 million per contract. In a *deferred annuity*, the income payments you receive begin in the future. The interest credited to an *indexed annuity* is determined – in part – by the performance of a reference index associated with the indexed interest crediting strategy. You do not pay taxes on the interest earned until the money is actually paid to you.

### DEFINITIONS

Annuitant – The person whose life is used to determine the income payments.

Annuity Date – The date on which the income payments begin.

Beneficiary – The person who will receive the death benefit if the owner dies before the annuity date.

Crediting Period – The period of time, measured in contract years, over which the change in a reference index is measured to calculate the index performance.

Owner – The person who purchases a contract, and the person from whom we accept instructions regarding the contract.

Rate Guarantee Period – The period of time, measured in contract years, over which a declared strategy rate is guaranteed.

### HOW DOES MY ANNUITY EARN INTEREST?

You allocate purchase payments (premium) to one or more *interest crediting strategies*, which are specific, defined methods used to calculate interest. The *initial* purchase payment includes all payments we receive within 14 days of the 'origination date', which is the date you purchase a contract. The initial purchase payment also includes amounts that result from an exchange, transfer or rollover from another annuity contract that we receive within 60 days of the origination date. Any portion of an initial purchase payment is applied directly to the interest crediting strategies on the day we receive it. *Additional* purchase payments are applied to a 'holding account' and remain there until the end of the current contract year, at which time the entire holding account value is transferred to the interest crediting strategies according to the current contract allocation instructions. We credit interest to the holding account at rates we declare, but it *is not* an interest crediting strategy.

- *Fixed Interest Crediting Strategy* – Interest is credited daily at a fixed annual rate that we declare in advance each contract year. The declared rate for this strategy will not be less than the non-forfeiture interest rate shown in your contract.
- *Point-to-Point with Rate Cap Indexed Interest Crediting Strategy* – The interest rate is based on the performance of the S&P 500 Index over each crediting period (currently, 1-year). If the index performance is 0% or more, the annual interest rate for the strategy is the *lesser* of the index performance or the interest rate cap. We declare the interest rate cap in advance of each rate guarantee period. The interest rate cap will not be less than 1%.

We currently offer rate guarantee periods of one year and of the same number of years as the contract's withdrawal charge period.

- Point-to-Point with Trigger Rate Indexed Interest Crediting Strategy – The interest rate is based on the performance of the S&P 500 Index over each crediting period (currently, 1-year). If the index performance is 0% or more, the interest rate for the strategy is the trigger interest rate. We declare the trigger interest rate in advance of each rate guarantee period. It will not be less than 1%.
- Point-to-Point with Participation Rate Indexed Interest Crediting Strategy – The interest rate is based on the performance of the strategy's index over each crediting period. It is determined by multiplying the index performance by the participation rate. A positive result is the interest rate for that crediting period. (If the result of that calculation is 0% or negative, no indexed interest will be credited for that crediting period.) We declare the participation rate in advance of each rate guarantee period, subject to the minimum participation rate set when your contract was issued.

We currently offer three versions of this strategy:

- S&P 500 Index: 1-year crediting period, 1-year rate guarantee period
- J.P. Morgan Mojave Index: 1-year crediting period, 1-year rate guarantee period
- Citi Flexible Allocation 6 Excess Return Index: 2-year crediting period, 2-year rate guarantee period
- Crediting Interest – Unlike fixed interest – which is credited daily to the Fixed Interest strategy (and the Holding Account, if applicable) – *indexed interest* is credited in arrears, and only on the strategy value at the end of a crediting period. No interest is earned on amounts withdrawn from an indexed strategy before the end of its crediting period.
- Performance – Performance is the percentage change in the reference index from the beginning to the end of each crediting period. Negative performance does not reduce the contract value, but simply results in no indexed interest being credited at the end of that crediting period.
- You may re-allocate contract value among the interest crediting strategies, but only on contract anniversaries that correspond with the end of a rate guarantee period.
- Any time before the annuity date, the contract value is equal to the sum of all purchase payments and all interest credited, minus withdrawals from the contract (including applicable withdrawal charges and any market value adjustment), and minus any applicable premium tax. *The contract value cannot go down unless withdrawals are taken.*
- To protect against prolonged periods of negative performance (when no indexed interest is credited) the annuity provides a minimum surrender value. When the contract is terminated by a surrender, death of an owner, or on the annuity date, the contract value will not be less than the sum of:
  - a) 87.5% of your aggregate purchase payments accumulated at the non-forfeiture interest rate shown in your contract; minus,
  - b) each withdrawal accumulated at that non-forfeiture interest rate.

## HOW DO I GET MONEY OUT OF MY ANNUITY BEFORE THE INCOME PAYMENTS BEGIN?

The *Protective Asset Builder II* is designed to grow your contract value during the accumulation period and on the annuity date, convert the contract value to a regular, predictable stream of income payments according to your instructions. However, you may access all or a portion of the contract value before the annuity date by taking a withdrawal, or surrendering the annuity.

- Free-Withdrawal Amount – Each contract year, you may withdraw up to 10% of the contract value as of each withdrawal date, minus the free-withdrawal amount previously withdrawn during that contract year, if any, without having the market value adjustment ("MVA") applied or incurring a withdrawal charge. (During the 1<sup>st</sup> contract year, you may withdraw up to 10% of the initial purchase payment.) Aggregate withdrawals during any contract year that exceed the free-withdrawal amount are subject to the MVA and the withdrawal charge, which are described below.
- Market Value Adjustment ("MVA") – The market value adjustment ("MVA") adjusts the amount we deduct from the contract value to satisfy your withdrawal request. When it applies, it can increase, decrease, or have no effect on that amount. Including an MVA in the contract means you participate in changes in market interest rates if you request a withdrawal (in excess of the free-withdrawal amount) during the contract's withdrawal charge period.

We calculate the MVA according to the formula described in your contract. In general, however, if interest rates are higher on the withdrawal date than on the contract's issue date, the MVA will increase the amount we deduct from the contract value to satisfy your withdrawal request. Conversely, if interest rates are lower on the withdrawal date than on the issue date, the MVA will decrease the amount we deduct from the contract value. The MVA formula also includes a component that reduces the impact of the MVA over time. So, if all other things are equal, a withdrawal taken later in the withdrawal charge period will have a smaller MVA than the same withdrawal taken earlier.

- **Withdrawal Charge** – You select the contract's withdrawal charge period when you purchase the annuity. Longer withdrawal charge periods are typically associated with the opportunity to earn interest at higher rates. The *Protective Asset Builder II* offers a range of withdrawal charge periods, but all periods in the range may not be available at all times. Your financial professional will advise you about the withdrawal charge periods currently being offered.

The withdrawal charge is a set percentage of the net reduction to the contract value needed to satisfy your withdrawal request (in excess of the free-withdrawal amount), including the MVA described. The withdrawal charge **increases** the total amount we deduct from the contract value.

- **Withdrawal Charge Percentage** – For any withdrawal charge period you select, the withdrawal charge percentage that applies each contract year is a function of the number of complete contract years that have elapsed since the contract issue date.

# of Complete Years Elapsed Since the Contract Issue Date	0	1	2	3	4	5	6	7	8	9	10+
5-Year Withdrawal Charge Period	9%	8%	7%	6%	5%	0%	0%	0%	0%	0%	0%
7-Year Withdrawal Charge Period	9%	8%	7%	6%	5%	4%	3%	0%	0%	0%	0%
10-Year Withdrawal Charge Period	9%	9%	8%	7%	6%	5%	4%	3%	2%	1%	0%

- **MVA and Withdrawal Charge Waivers** – Neither the market value adjustment nor the withdrawal charge apply after the withdrawal charge period for your contract expires. Subject to state approval, we also waive any MVA and withdrawal charge that would otherwise apply if, after the contract issue date, you or your spouse meet the qualifying conditions described in the contract and...

- enter a nursing home or are diagnosed with a terminal illness that is expected to result in death within 12 months; or
- become unemployed.

Finally, the MVA and withdrawal charge do not apply when we pay the death benefit or when, on the annuity date, the contract value is withdrawn, surrendered or applied to an annuity option.

**All withdrawals reduce the contract value, death benefit and future income payments. Withdrawals are subject to income tax and may be subject to a 10% federal tax penalty if taken before age 59½. You should consult a professional to assess the impact to your personal tax situation of a withdrawal from the contract.**

#### IS THERE A DEATH BENEFIT?

- **Death Benefit** – The contract pays a death benefit to the beneficiary if an owner dies before the annuity date. The death benefit is the greater of the contract value or the minimum surrender value, described above.
- **Payment of the Death Benefit** – The Internal Revenue Code controls how the death benefit must be paid. The death benefit may be taken in one lump sum immediately, and the contract will terminate. If not taken immediately, the death benefit will continue to earn interest according to the terms of the contract and must be fully distributed either: a) within 5 years of the owner's death; or, b) over the life (or life expectancy) of the beneficiary with payments beginning within one year of the owner's death.
- **Additional Option for a Spouse** – If the deceased owner's spouse is the **sole primary beneficiary**, instead of taking the death benefit, the surviving spouse may continue the contract and become the owner. Note, however, that **unmarried** civil union or domestic partners are not treated as spouses under **federal** law. Therefore, this 'spousal continuation' option is not available even though these relationships may be fully recognized in your state.

#### HOW DO I BEGIN INCOME PAYMENTS?

- **Annuity Date** – On the annuity date, you may apply the contract value (or the minimum surrender value, if greater) to an annuity option and begin the income payments. Or, you may take that amount in a lump sum. The latest annuity date is the oldest owner's or annuitant's 95<sup>th</sup> birthday, but you may choose an earlier date, provided it occurs after the first contract anniversary.
- **Income Payments** – You customize the income payments by selecting the annuity option and the payment frequency. Once established, however, your income payments may not be altered or surrendered. Two basic annuity options are available: Income payments for a specified time (called a "certain period"); or, Income payments for life, with or without a certain period.



- **Payment Frequency** – Income payments must occur at least once a year, but you may have them made monthly, quarterly or semi-annually. More frequent payments will result in slightly lower annual amounts than less frequent payments. So, for example, the sum of 12 monthly payments will be a little bit less than the sum of 4 quarterly payments which, in turn, will be smaller than a single annual payment.
- **Payments for a Certain Period** – We will make periodic income payments for the entire certain period you select. No certain period may be less than 10 years, unless we agree to a shorter period.
- **Payments for Life with or without a Certain Period** – Income payments can be based on the life of either one or two living persons called 'annuitants'. Income payments under a 'single life' annuity option end upon the death of the annuitant. Income payments under a 'joint life' option end when the last surviving annuitant dies. If you select a joint life option, you may – but are not required – to specify a reduction in the income payments to a surviving annuitant.

You may add a certain period to either a single or joint life annuity option. If you do, the income payments are guaranteed for at least as long as the certain period you select, and continue beyond that time for as long as the annuitant (or if joint life, the last surviving annuitant) lives.

- **Default Annuity Option** – If you do not selected an annuity option, on the annuity date we will begin making monthly income payments for the life of the named annuitant with a 10-year certain period.
- **Minimum Annuity Rates** – The minimum annuity rates for the annuity options are described in the contract and guaranteed. If, at the time your income payments begin, we are offering higher rates for the same annuity option, your income payments will be based on the higher rates.

### HOW DOES THIS ANNUITY AFFECT MY FEDERAL INCOME TAXES?

*The information in this section is based on information you provide and our understanding of current federal tax law. Protective Life does not provide tax advice. You should always consult with a trusted professional to determine the impact of any financial transaction on your personal tax situation.*

- **Tax Status** – You have indicated your contract will be:  Non-Qualified  IRA, or other Tax Qualified Plan
- **Deferred Taxation of Interest Earned** – An annuity contract is a tax deferred financial instrument. You are not taxed on the interest credited to the contract until it is paid to you. At that time, you will pay tax at the same rate as other ordinary income. You may also be subject to a 10% federal tax penalty if the withdrawal occurs before age 59½, unless an exception applies (e.g., death, disability, substantially equal periodic payments, etc.).
- **Tax-Qualified Plans** – If this annuity is a traditional IRA (or other tax qualified plan), you will pay taxes on the entire amount withdrawn because – generally – the money that funds the contract has not yet been taxed. *These plans provide the same tax deferral as an annuity contract*, so the annuity *does not* provide any additional tax benefits. However, an annuity may have other valuable features that enhance these plans.
- **Tax-Free Exchanges** – You can exchange one tax-deferred annuity for another without paying taxes on the earnings when you made the exchange. Before you do, compare the benefits, features, and costs of the two annuities. You may be assessed a charge by the company who issued your current annuity, and you may be subject to company charges under the new annuity if you take withdrawals from it.

### WHAT ELSE SHOULD I KNOW ABOUT THIS ANNUITY?

- **Fees and Charges** – We do not charge a fee to issue a contract, and there are no ongoing or annual fees associated with owning it. The market value adjustment and withdrawal charge (explained above) are the only charges we will assess, and you may avoid them by not withdrawing more than the free withdrawal amount in any contract year during the withdrawal charge period.
- **Dividends** – This contract does not pay dividends, nor does it share in our surplus or profits.
- **Contract Changes** – We may change the contract to comply with any federal or state statutes, rules or regulations. If this occurs, we will notify you about the changes in writing.
- **Sales Commission** – We pay a commission to the financial professional who sells the annuity to you. In some cases, the commission paid for selling this annuity may be more than the commission earned by selling another product.
- **Right to Cancel** – If you purchase a contract, you may cancel it for any reason within a specified number of days (not less than 10) after the date you receive it by returning it to us or the person who sold it to you with a written request for cancellation. If cancelled, we will promptly return all the money you paid to purchase the contract.

***Product features and availability may vary by state. All benefits and guarantees are subject to the claims paying ability of Protective Life Insurance Company. You should consult with your financial professional and seek competent tax advice prior to making any financial or investment decision.***





# NAIC Buyer's Guide for Fixed Deferred Annuities

It's important that you understand how annuities can be different from each other so you can choose the type of annuity that's best for you. The purpose of this Buyer's Guide is to help you do that. This Buyer's Guide isn't meant to offer legal, financial, or tax advice. You may want to consult independent advisors that specialize in these areas.

**This Buyer's Guide is about fixed deferred annuities in general and some of their most common features. It's not about any particular annuity product.** The annuity you select may have unique features this Guide doesn't describe. It's important for you to carefully read the material you're given or ask your annuity salesperson, especially if you're interested in a particular annuity or specific annuity features.

This Buyer's Guide includes questions you should ask the insurance company or the annuity salesperson (the agent, producer, broker, or advisor). Be sure you're satisfied with the answers before you buy an annuity.

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## What Is an Annuity?

An annuity is a contract with an insurance company. All annuities have one feature in common, and it makes annuities different from other financial products. *With an annuity, the insurance company promises to pay you income on a regular basis for a period of time you choose—including the rest of your life.*

### When Annuities Start to Make Income Payments

Some annuities begin paying income to you soon after you buy it (an **immediate** annuity). Others begin at some later date you choose (a **deferred** annuity).

### How Deferred Annuities Are Alike

There are ways that *most* deferred annuities are alike.

- They have an **accumulation** period and a **payout** period. During the accumulation period, the value of your annuity changes based on the type of annuity. During the payout period, the annuity makes income payments to you.
- They offer a basic death benefit. If you die during the accumulation period, a deferred annuity with a basic death benefit pays some or all of the annuity's value to your survivors (called beneficiaries) either in one payment or multiple payments over time. The amount is usually the greater of the annuity account value or the minimum guaranteed surrender value. If you die after you begin to receive income payments (**annuitize**), your chosen survivors may not receive

anything *unless*: 1) your annuity guarantees to pay out at least as much as you paid into the annuity, or 2) you chose a payout option that continues to make payments after your death. For an extra cost, you may be able to choose enhanced death benefits that increase the value of the basic death benefit.

#### Sources of Information

**Contract:** The legal document between you and the insurance company that binds both of you to the terms of the agreement.

**Disclosure:** A document that describes the key features of your annuity, including what is guaranteed and what isn't, and your annuity's fees and charges. If you buy a variable annuity, you'll receive a prospectus that includes detailed information about investment objectives, risks, charges, and expenses.

**Illustration:** A personalized document that shows how your annuity features might work. Ask what is guaranteed and what isn't and what assumptions were made to create the illustration.

- You usually have to pay a charge (called a **surrender** or **withdrawal charge**) if you take some or all of your money out too early (usually before a set time period ends). Some annuities may not charge if you withdraw small amounts (for example, 10% or less of the account value) each year.
- Any money your annuity earns is **tax deferred**. That means you won't pay income tax on earnings until you take them out of the annuity.
- You can add features (called **riders**) to many annuities, usually at an extra cost.
- An annuity salesperson must be licensed by your state insurance department. A person selling a variable annuity also must be registered with FINRA<sup>1</sup> as a representative of a broker/dealer that's a FINRA member. In some states, the state securities department also must license a person selling a variable annuity.

1. FINRA (Financial Industry Regulatory Authority) regulates the companies and salespeople who sell variable annuities.

- Insurance companies sell annuities. You want to buy from an insurance company that's financially sound. There are various ways you can research an insurance company's financial strength. You can visit the insurance company's website or ask your annuity salesperson for more information. You also can review an insurance company's rating from an independent rating agency. Four main firms currently rate insurance companies. They are A.M. Best Company, Standard and Poor's Corporation, Moody's Investors Service, and Fitch Ratings. Your insurance department may have more information about insurance companies. An easy way to find contact information for your insurance department is to visit [www.naic.org](http://www.naic.org) and click on "States and Jurisdictions Map."
- Insurance companies usually pay the annuity salesperson after the sale, but the payment doesn't reduce the amount you pay into the annuity. You can ask your salesperson how they earn money from the sale.

## How Deferred Annuities Are Different

There are differences among deferred annuities. Some of the differences are:

- Whether you pay for the annuity with one or more than one payment (called a **premium**).
- The types and amounts of the **fees, charges, and adjustments**. While almost all annuities have *some* fees and charges that could reduce your account value, the types and amounts can be different among annuities. *Read the Fees, Charges, and Adjustments section in this Buyer's Guide for more information.*
- Whether the annuity is a **fixed** annuity or a **variable** annuity. How the value of an annuity changes is different depending on whether the annuity is fixed or variable.

*Fixed annuities* guarantee your money will earn at least a minimum interest rate. Fixed annuities may earn interest at a rate higher than the minimum but only the minimum rate is guaranteed. The insurance company sets the rates.

*Fixed indexed annuities* are a type of fixed annuity that earns interest based on changes in a market index, which measures how the market or part of the market performs. The interest rate is guaranteed to never be less than zero, even if the market goes down.

*Variable annuities* earn investment returns based on the performance of the investment portfolios, known as "subaccounts," where you choose to put your money. The return earned in a variable annuity isn't guaranteed. The value of the subaccounts you choose could go up or down. If they go up, you could make money. But, if the value of these subaccounts goes down, you could lose money. Also, income payments to you could be less than you expected.

- Some annuities offer a **premium bonus**, which usually is a lump sum amount the insurance company adds to your annuity when you buy it or when you add money. It's usually a set percentage of the amount you put into the annuity. Other annuities offer an **interest bonus**, which is an amount the insurance company adds to your annuity when you earn interest. It's usually a set percentage of the interest earned. You may not be able to withdraw some or all of your premium bonus for a set period of time. *Also, you could lose the bonus if you take some or all of the money out of your annuity within a set period of time.*

## How Does the Value of a Deferred Annuity Change?

### Fixed Annuities

Money in a fixed deferred annuity earns interest at a rate the insurer sets. The rate is **fixed** (won't change) for some period, usually a year. After that rate period ends, the insurance company will set another fixed interest rate for the next rate period. *That rate could be higher or lower than the earlier rate.*

Fixed deferred annuities *do* have a guaranteed minimum interest rate—the lowest rate the annuity can earn. It's stated in your contract and disclosure and can't change as long as you own the annuity. Ask about:

- The *initial interest rate* – What is the rate? How long until it will change?
- The *renewal interest rate* – When will it be announced? How will the insurance company tell you what the new rate will be?

### Fixed Indexed Annuities

Money in a fixed indexed annuity earns interest based on changes in an index. Some indexes are measures of how the overall financial markets perform (such as the S&P 500 Index or Dow Jones Industrial Average) during a set period of time (called the **index term**). Others measure how a specific financial market performs (such as the Nasdaq) during the term. The insurance company uses a formula to determine how a change in the index affects the amount of interest to add to your annuity at the *end of each index term*. Once interest is added to your annuity for an index term, those earnings usually are locked in and changes in the index in the next index term don't affect them. If you take money from an indexed annuity before an index term ends, *the annuity may not add all of the index-linked interest for that term to your account.*

Insurance companies use different formulas to calculate the interest to add to your annuity. They look at changes in the index over a period of time. See the box "*Fixed Deferred Indexed Formulas*" that describes how changes in an index are used to calculate interest.

The formulas insurance companies use often mean that interest added to your annuity is based on only *part* of a change in an index over a set period of time. **Participation rates, cap rates, and spread rates** (sometimes called margin or asset fees) all are terms that describe ways the amount of interest added to your annuity may not reflect the full change in the index. But *if the index goes down over that period, zero interest is added to your annuity.* Then your annuity value won't go down as long as you don't withdraw the money.

When you buy an indexed annuity, you aren't investing directly in the market or the index. Some indexed annuities offer you more than one index choice. Many indexed annuities also offer the choice to put part of your money in a fixed interest rate account, with a rate that won't change for a set period.

#### Fixed Deferred Indexed Formulas

**Annual Point-to-Point** – Change in index calculated using two dates one year apart.

**Multi-Year Point-to-Point** – Change in index calculated using two dates more than one year apart.

**Monthly or Daily Averaging** – Change in index calculated using multiple dates (one day of every month for monthly averaging, every day the market is open for daily averaging). The average of these values is compared with the index value at the start of the index term.

**Monthly Point-to-Point** – Change in index calculated for each month during the index term. Each monthly change is limited to the "cap rate" for positive changes, but not when the change is negative. At the end of the index term, all monthly changes (positive and negative) are added. If the result is positive, interest is added to the annuity. If the result is negative or zero, no interest (0%) is added.



## What Other Information Should You Consider?

### *Fees, Charges, and Adjustments*

Fees and charges reduce the value of your annuity. They help cover the insurer's costs to sell and manage the annuity and pay benefits. The insurer may subtract these costs directly from your annuity's value. Most annuities have fees and charges but they can be different for different annuities. Read the contract and disclosure or prospectus carefully and ask the annuity salesperson to describe these costs.

A **surrender or withdrawal charge** is a charge if you take part or all of the money out of your annuity during a set period of time. The charge is a percentage of the amount you take out of the annuity. The percentage usually goes down each year until the surrender charge period ends. Look at the contract and the disclosure or prospectus for details about the charge. Also look for any waivers for events (such as a death) or the right to take out a small amount (usually up to 10%) each year without paying the charge. If you take all of your money out of an annuity, you've surrendered it and no longer have any right to future income payments.

#### How Insurers Determine Indexed Interest

**Participation Rate** – Determines how much of the increase in the index is used to calculate index-linked interest. A participation rate usually is for a set period. The period can be from one year to the entire term. Some companies guarantee the rate can never be lower (higher) than a set minimum (maximum). Participation rates are often less than 100%, particularly when there's no cap rate.

**Cap Rate** – Typically, the maximum rate of interest the annuity will earn during the index term. Some annuities guarantee that the cap rate will never be lower (higher) than a set minimum (maximum). Companies often use a cap rate, especially if the participation rate is 100%.

**Spread Rate** – A set percentage the insurer subtracts from any change in the index. Also called a "margin or asset fee." Companies may use this instead of or in addition to a participation or cap rate.

Some annuities have a **Market Value Adjustment (MVA)**. An MVA could increase or decrease your annuity's account value, cash surrender value, and/or death benefit value if you withdraw money from your account. In general, if interest rates are *lower* when you withdraw money than they were when you bought the annuity, the MVA could *increase* the amount you could take from your annuity. If interest rates are *higher* than when you bought the annuity, the MVA could *reduce* the amount you could take from your annuity. Every MVA calculation is different. Check your contract and disclosure or prospectus for details.

### *How Annuities Make Payments*

#### **Annuitize**

At some future time, you can choose to **annuitize** your annuity and start to receive guaranteed fixed income payments for life or a period of time you choose. After payments begin, you can't take any other money out of the annuity. You also usually can't change the amount of your payments. For more information, see "*Payout Options*" in this Buyer's Guide. If you die before the payment period ends, your survivors may not receive any payments, depending on the payout option you choose.

#### **Full Withdrawal**

You can withdraw the cash surrender value of the annuity in a lump sum payment and end your annuity. *You'll likely pay a charge to do this if it's during the surrender charge period.* If you withdraw your annuity's cash surrender value, your annuity is cancelled. Once that happens, you can't start or continue to receive regular income payments from the annuity.

## Partial Withdrawal

You may be able to withdraw *some* of the money from the annuity's cash surrender value without ending the annuity. Most annuities with surrender charges let you take out a certain amount (usually up to 10%) each year without paying surrender charges on that amount. Check your contract and disclosure or prospectus. Ask your annuity salesperson about other ways you can take money from the annuity without paying charges.

## Living Benefits for Fixed Annuities

Some fixed annuities, especially fixed indexed annuities, offer a **guaranteed living benefits** rider, usually at an extra cost. A common type is called a guaranteed lifetime withdrawal benefit that guarantees to make income payments you can't outlive. While you get payments, the money still in your annuity continues to earn interest. You can choose to stop and restart the payments or you might be able to take extra money from your annuity. Even if the payments reduce the annuity's value to zero at some point, you'll continue to get payments for the rest of your life. If you die while receiving payments, your survivors may get some or all of the money left in your annuity.

## How Annuities Are Taxed

Ask a tax professional about your individual situation. The information below is general and should not be considered tax advice.

Current federal law gives annuities special tax treatment. Income tax on annuities is deferred. That means you aren't taxed on any interest or investment returns while your money is in the annuity. This isn't the same as tax-free. You'll pay ordinary income tax when you take a withdrawal, receive an income stream, or receive each annuity payment. When you die, your survivors will typically owe income taxes on any death benefit they receive from an annuity.

There are other ways to save that offer tax advantages, including Individual Retirement Accounts (IRAs). You can buy an annuity to fund an IRA, *but you also can fund your IRA other ways and get the same tax advantages.* When you take a withdrawal or receive payments, you'll pay ordinary income tax on all of the money you receive (not just the interest or the investment return). You also may have to pay a 10% tax penalty if you withdraw money before you're age 59½.

### Annuity Fees and Charges

**Contract fee** – A flat dollar amount or percentage charged once or annually.

**Percentage of purchase payment** – A front-end sales load or other charge deducted from each premium paid. The percentage may vary over time.

**Premium tax** – A tax some states charge on annuities. The insurer may subtract the amount of the tax when you pay your premium, when you withdraw your contract value, when you start to receive income payments, or when it pays a death benefit to your beneficiary.

**Transaction fee** – A charge for certain transactions, such as transfers or withdrawals.

### Payout Options

You'll have a choice about how to receive income payments. These choices usually include:

- For your lifetime
- For the longer of your lifetime or your spouse's lifetime
- For a set time period
- For the longer of your lifetime or a set time period

## ***Finding an Annuity That's Right for You***

An annuity salesperson who suggests an annuity must choose one that they think is right for you, based on information from you. They need complete information about your life and financial situation to make a suitable recommendation. Expect a salesperson to ask about your age; your financial situation (assets, debts, income, tax status, how you plan to pay for the annuity); your tolerance for risk; your financial objectives and experience; your family circumstances; and how you plan to use the annuity. If you aren't comfortable with the annuity, ask your annuity salesperson to explain why they recommended it. Don't buy an annuity you don't understand or that doesn't seem right for you.

Within each annuity, the insurer *may* guarantee some values but not others. Some guarantees may be only for a year or less while others could be longer. Ask about risks and decide if you can accept them. For example, it's possible you won't get all of your money back *or* the return on your annuity may be lower than you expected. It's also possible you won't be able to withdraw money you need from your annuity without paying fees *or* the annuity payments may not be as much as you need to reach your goals. These risks vary with the type of annuity you buy. All product guarantees depend on the insurance company's financial strength and claims-paying ability.

## ***Questions You Should Ask***

- Do I understand the risks of an annuity? Am I comfortable with them?
- How will this annuity help me meet my overall financial objectives and time horizon?
- Will I use the annuity for a long-term goal such as retirement? If so, how could I achieve that goal if the income from the annuity isn't as much as I expected it to be?
- What features and benefits in the annuity, other than tax deferral, make it appropriate for me?
- Does my annuity offer a guaranteed minimum interest rate? If so, what is it?
- If the annuity includes riders, do I understand how they work?
- Am I taking full advantage of all of my other tax-deferred opportunities, such as 401(k)s, 403(b)s, and IRAs?
- Do I understand all of the annuity's fees, charges, and adjustments?
- Is there a limit on how much I can take out of my annuity each year without paying a surrender charge? Is there a limit on the *total* amount I can withdraw during the surrender charge period?
- Do I intend to keep my money in the annuity long enough to avoid paying any surrender charges?
- Have I consulted a tax advisor and/or considered how buying an annuity will affect my tax liability?
- How do I make sure my chosen survivors (beneficiaries) will receive any payment from my annuity if I die?

*If you don't know the answers or have other questions, ask your annuity salesperson for help.*

## ***When You Receive Your Annuity Contract***

When you receive your annuity contract, carefully review it. Be sure it matches your understanding. Also, read the disclosure or prospectus and other materials from the insurance company. Ask your annuity salesperson to explain anything you don't understand. In many states, a law gives you a set number of days (usually 10 to 30 days) to change your mind about buying an annuity after you receive it. This often is called a **free look** or **right to return** period. Your contract and disclosure or prospectus should prominently state your free look period. If you decide during that time that you don't want the annuity, you can contact the insurance company and return the contract. Depending on the state, you'll either get back all of your money or your current account value.

**Pre-Determined Death Benefit  
Payout Election Form**

Owner's Name: \_\_\_\_\_ Contract Number: \_\_\_\_\_

This election is made at the Owner's request. The company reserves the right to modify or disregard an election if necessary to comply with applicable laws and regulations in effect at the time of the Owner's death (or the Annuitant's death if there is a non-natural Owner). After we receive and acknowledge this form, a copy will be returned for the Owner's records. (Other options may be available. Contact us for special cases.)

1. Name of Beneficiary to whom this election applies. NOTE: This form does not change your current Beneficiary designation. The name below must match a Beneficiary designation or this election will have no legal effect.

Beneficiary Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address & Telephone No: \_\_\_\_\_

Relationship: \_\_\_\_\_ Percentage: \_\_\_\_\_ Social Security No: \_\_\_\_\_

Beneficiary Type:  Primary  Contingent

2. The Beneficiary named may take up to \_\_\_\_\_% as a lump sum withdrawal immediately upon proof of death. (Whole percentages only) The balance will be paid as designated below.

3. Apply this option to the remaining portion of the death benefit payable to the Beneficiary named above:

Payments guaranteed for \_\_\_\_\_ years. (5 - 30 years)\*

Payments for a Fixed Amount \$ \_\_\_\_\_. (Fixed amount payments may not be made for less than 5 years or more than 30 years.\* The Company reserves the right to adjust the payment amount to meet these restrictions.)

Payments for the Beneficiary's lifetime.

Life with Cash Refund *(not available with Single Premium Whole Life products)*

Life with Installment Refund *(not available with Single Premium Whole Life products)*

Payments for the Beneficiary's lifetime and guaranteed for \_\_\_\_\_ years. (5 - 30 years)\*

4. Payment Mode (Please select one):  Monthly  Semi-Annually  
 Quarterly  Annually

\* Payout period may not exceed the Beneficiary's life expectancy. If the selected payout period exceeds the Beneficiary's life expectancy, we will adjust the payout period to the longest allowable period. *(If monthly payments are less than \$50, payments may be made quarterly, semi-annually or annually at the Company's option.)*

**SIGNATURES:** I / We request and authorize the Company to act on this election. I understand that neither the Beneficiary nor the Company can modify this election except the Company may modify or disregard this election if necessary to comply with any applicable law or regulation in effect at the time of Owner's death.

\_\_\_\_\_  
Owner's Signature Date Spouse or Joint Owner's Signature Date

\_\_\_\_\_  
Registrar Date Recorded

**SIGNATURES:** I / We hereby cancel the election with respect to the Beneficiary named above. I / We understand this cancellation removes any pre-determined death benefit payout option election made for this Beneficiary prior to the date entered next to my / our signature below and that a new election may now be made on a new form.

\_\_\_\_\_  
Owner's Signature Date Spouse or Joint Owner's Signature Date

\_\_\_\_\_  
Registrar Date Recorded

<sup>1</sup> Not authorized in New York.

