#### **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

	AP	PLICATION				
		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				
	SU	ITABILITY FORM				
		Required for <u>all</u> 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.				
	RE	PLACEMENT FORM(S)				
		Please complete all applicable Replacement Forms.				
	TR	ANSFER / ROLLOVER / EXCHANGE FORM				
_		Please complete all applicable forms.				
Ш	TR	UST 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.				
	PC	WER OF ATTORNEY DOCUMENTATION				
		If applicable, POA documentation is required.				

"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.

PABD.4504

Rev. 03/19/20

<sup>&</sup>lt;sup>1</sup> Not authorized in New York

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

## **Protective ProPayer®** Income Annuity A Single Premium Immediate Annuity

**APPLICATION** 

PROTECTIVE LIFE INSURANCE COMPANY Home Office: Nashville, Tennessee

#### Please send the application and check to: Annuity New Business

Overnight: 2801 Highway 280 South • Birmingham, AL 35223 U. S. Postal Service: P.O. Box 10648 • Birmingham, AL 35202-0648

Owner 1 Last Name, First, M.I.	☐ Male	☐ Female	Birth Da	te/	/
Last Name, First, W.I.					
Address	Street	City	State	Zip	Daytime Telephone No.
Owner 2	☐ Male	☐ Female	Birth Da	te/	/
Last Name, First, M.I.					
Address	Street	City	State	Zip	Daytime Telephone No.
Annuitant 1 ☐ Same Last Name, First, M.I.	e as Owner 1	☐ Male	☐ Female	Birth Date	$\frac{1}{m}$ / $\frac{1}{d}$ $\frac{1}{d}$ / $\frac{1}{y}$ $\frac{1}{y}$ $\frac{1}{y}$
				SS/Tax ID # :	
Address	Street	City	State	Zip	Daytime Telephone No.
		·			
	e as Owner 2	☐ Male	☐ Female	Birth Date	/
Last Name, First, M.I.					
Address	Street	City	State	SS/Tax ID # : _ Zip	Daytime Telephone No.
Address	Sileet	City	State	Ζιρ	раушне тетернопе мо.
Primary Beneficiary Last Name, First, M.I.	☐ Male	☐ Female	Birth Date	Rela	tionship to Owner SS/Tax ID#:
Last Name, First, W.I.		<u>m</u> m	- /	<del>y</del>	
Contingent Beneficia	<b>ry</b> □ Male	☐ Female	Birth Date	Rela	tionship to Owner SS/Tax ID # :
Last Name, First, M.I.		<del></del>	//	<del>.</del>	
Purchase Payment: \$	<u> </u>	m m	, a a , y y y y		
-	)	_			
Plan Type: ☐ Non-	Qualified	Traditional IRA	☐ Roth IRA	☐ Other Qual	ified Plan(Type of Qualified Plan)
Replacement		. life income and	:0		D.V.
Do you currently have an Will this annuity change o	r replace an existi	ng annuity contrac	t or life insurance		☐ Yes ☐ No ☐ *Yes ☐ No
* If 'Yes' please provide the o	company name and p	policy or contract nur	nber in the spaces b	elow and comple	te additional required forms.
Consider Demonstra					
Special 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 and is subject to investment risk, including the possible loss of principal.

Initial Income Payment \$					
Income Option: (select one)					
For income options based on one or two lives, please attach a cage for <u>each</u> Annuitant. Certain periods may not be less than 5	copy of a birth certificate, state driver's license or U.S. Passport as proof of years nor more than 30 years without our prior consent.				
Income Options Based on One Life  ☐ Single Life, with years & months certain ☐ S	ingle Life, with installment refund ☐ Single Life, with cash refund				
	ments may be reduced upon the death of either Annuitant. To elect this ch Annuitant should <i>receive</i> upon the death of the other. If no percentages				
Annuitant 1: %	Annuitant 2: %				
payments	u select the PAY Plus income escalation feature below, future income under this option may be surrendered according to the terms of the Contract. box to the left to waive your right to surrender future income payments.				
Income Payment Frequency: (select one) ☐ Annually	☐ Semi-Annually ☐ Quarterly ☐ Monthly				
PAYPlus: (select one) PAYPlus, the annual income escalation feature, <u>is not</u> available with surrenderable income options.  ☐ Yes, increase income payments % on each income date anniversary. ☐ No, do not increase my income payments.					
This application is part of the annuity contract. The inform	INCY · NO BANK GUARANTEE · NOT A DEPOSIT  nation I provide is true and correct to the best of my knowledge and rranties. This application is made with the knowledge and consent				
This application is part of the annuity contract. The inform	nation I provide is true and correct to the best of my knowledge and rranties. This application is made with the knowledge and consent				
This application is part of the annuity contract. The inform belief, but my statements are representations and not wa of the proposed Annuitant(s). The company may accept in Application signed at:	nation I provide is true and correct to the best of my knowledge and rranties. This application is made with the knowledge and consent nstructions from any Owner on behalf of all Owners.				
This application is part of the annuity contract. The inform belief, but my statements are representations and not wa of the proposed Annuitant(s). The company may accept in Application signed at:  (City and State)	nation I provide is true and correct to the best of my knowledge and rranties. This application is made with the knowledge and consent nstructions from any Owner on behalf of all Owners.  On on				
This application is part of the annuity contract. The inform belief, but my statements are representations and not wa of the proposed Annuitant(s). The company may accept in Application signed at:	nation I provide is true and correct to the best of my knowledge and rranties. This application is made with the knowledge and consent nstructions from any Owner on behalf of all Owners.  On on				
This application is part of the annuity contract. The inform belief, but my statements are representations and not wa of the proposed Annuitant(s). The company may accept in Application signed at:  (City and State)	nation I provide is true and correct to the best of my knowledge and rranties. This application is made with the knowledge and consent nstructions from any Owner on behalf of all Owners.  On on				
This application is part of the annuity contract. The inform belief, but my statements are representations and not wa of the proposed Annuitant(s). The company may accept in the proposed Annuitant(s). The company may accept in the proposed Annuitant(s).  Application signed at:  (City and State)  Owner 1:  Annuitant 1: (If other than Owner 1)	nation I provide is true and correct to the best of my knowledge and rranties. This application is made with the knowledge and consent nstructions from any Owner on behalf of all Owners.  Owner 2:  Annuitant 2:				
This application is part of the annuity contract. The inform belief, but my statements are representations and not wa of the proposed Annuitant(s). The company may accept in the Application signed at:  (City and State)  Owner 1:  Annuitant 1: (If other than Owner 1)  Federal law requires the following notice: We may request	nation I provide is true and correct to the best of my knowledge and rranties. This application is made with the knowledge and consent nstructions from any Owner on behalf of all Owners.  On				
This application is part of the annuity contract. The inform belief, but my statements are representations and not wa of the proposed Annuitant(s). The company may accept in the proposed Annuitant(s). The company may accept in the proposed Annuitant(s).  Application signed at:  (City and State)  Owner 1:  Annuitant 1: (If other than Owner 1)	nation I provide is true and correct to the best of my knowledge and rranties. This application is made with the knowledge and consent instructions from any Owner on behalf of all Owners.  On				
This application is part of the annuity contract. The inform belief, but my statements are representations and not wa of the proposed Annuitant(s). The company may accept in the proposed Annuitant(s). The company may accept in the proposed Annuitant(s).  Application signed at:  (City and State)  Owner 1:  Annuitant 1: (If other than Owner 1)  Federal law requires the following notice: We may request the producer Report	nation I provide is true and correct to the best of my knowledge and rranties. This application is made with the knowledge and consent instructions from any Owner on behalf of all Owners.  On				
This application is part of the annuity contract. The inform belief, but my statements are representations and not wa of the proposed Annuitant(s). The company may accept in the proposed Annuitant(s). The company may accept in the proposed Annuitant(s).  Application signed at:  (City and State)  Owner 1:  Annuitant 1: (If other than Owner 1)  Federal law requires the following notice: We may request the producer Report  To the best of your knowledge and belief, does the applicant have an To the best of your knowledge and belief, does this annuity purchase	nation I provide is true and correct to the best of my knowledge and rranties. This application is made with the knowledge and consent instructions from any Owner on behalf of all Owners.  On				
This application is part of the annuity contract. The inform belief, but my statements are representations and not wa of the proposed Annuitant(s). The company may accept in the proposed Annuitant(s). The company may accept in the proposed Annuitant(s).  Application signed at:  (City and State)  Owner 1:  Annuitant 1: (If other than Owner 1)  Federal law requires the following notice: We may request the producer Report  To the best of your knowledge and belief, does the applicant have an To the best of your knowledge and belief, does this annuity purchase	nation I provide is true and correct to the best of my knowledge and rranties. This application is made with the knowledge and consent instructions from any Owner on behalf of all Owners.  On				
This application is part of the annuity contract. The inform belief, but my statements are representations and not wa of the proposed Annuitant(s). The company may accept in the proposed Annuitant(s). The company may accept in the proposed Annuitant(s).  Application signed at:  (City and State)  Owner 1:  Annuitant 1: (If other than Owner 1)  Federal law requires the following notice: We may request the producer Report  To the best of your knowledge and belief, does the applicant have an To the best of your knowledge and belief, does this annuity purchase I determined the suitability of this annuity product to the applicant in the properties of the product to the applicant in the properties of the properties of the product to the applicant in the properties of the product to the applicant in the properties of the product to the applicant in the properties of the product to the applicant in the product in the product to the applicant in the product in t	nation I provide is true and correct to the best of my knowledge and rranties. This application is made with the knowledge and consent instructions from any Owner on behalf of all Owners.  on				
This application is part of the annuity contract. The inform belief, but my statements are representations and not wa of the proposed Annuitant(s). The company may accept in the proposed Annuitant(s). The company may accept in the proposed Annuitant(s). The company may accept in the proposed Annuitant(s).  Application signed at:  (City and State)  Owner 1:  Annuitant 1: (If other than Owner 1)  Federal law requires the following notice: We may request the producer Report  To the best of your knowledge and belief, does the applicant have an one to the best of your knowledge and belief, does this annuity purchase I determined the suitability of this annuity product to the applicant financial status  tax status	nation I provide is true and correct to the best of my knowledge and rranties. This application is made with the knowledge and consent instructions from any Owner on behalf of all Owners.  On				
This application is part of the annuity contract. The inform belief, but my statements are representations and not wa of the proposed Annuitant(s). The company may accept in the proposed Annuitant(s). The company may accept in the proposed Annuitant(s).  Application signed at:  (City and State)  Owner 1:  Annuitant 1: (If other than Owner 1)  Federal law requires the following notice: We may request the best of your knowledge and belief, does the applicant have and To the best of your knowledge and belief, does this annuity purchase I determined the suitability of this annuity product to the applicant financial status  * Comments:  Type of unexpired government-issued photo I.D used to verify the series of the proposed states.	nation I provide is true and correct to the best of my knowledge and rranties. This application is made with the knowledge and consent instructions from any Owner on behalf of all Owners.  On				
This application is part of the annuity contract. The inform belief, but my statements are representations and not wa of the proposed Annuitant(s). The company may accept in the proposed Annuitant(s). The company may accept in the proposed Annuitant(s).  Application signed at:  (City and State)  Owner 1:  Annuitant 1: (If other than Owner 1)  Federal law requires the following notice: We may request the best of your knowledge and belief, does the applicant have an To the best of your knowledge and belief, does this annuity purchase I determined the suitability of this annuity product to the applicant financial status  * Comments:  Type of unexpired government-issued photo I.D used to verify the I certify that I have truly and accurately recorded on this applicant in the proposed states.	nation I provide is true and correct to the best of my knowledge and rranties. This application is made with the knowledge and consent instructions from any Owner on behalf of all Owners.  On				

# Protective Life Insurance Company <sup>1</sup> West Coast Life Insurance Company <sup>1</sup> Protective Life and Annuity Insurance Company Post Office Box 1928 / Birmingham, AL 35201-1928 Toll Free: 800-456-6330 / Fax: 205-268-6479

#### **Beneficiary Information Request**

Use this form for initial beneficiary designations.

Owner's Name:		Annuitant's Name:					
Contract Number:		Owner's SSN/TIN:					
PLEASE NOTE: If m if non-material owner)	ultiple beneficiaries are named, p unless instructed otherwise. If al	proceeds will be paid equally to all primary beneficiaries surviving the owner (or annuitar all primary beneficiaries have predeceased the owner, proceeds will be paid to the name erwise. If there are no surviving beneficiaries, proceeds will be paid to the owner's estate					
BENEFICIARY INFO	RMATION:						
Beneficiary Type:	Name:	Social Security Number:					
(select one)	Address:						
□ Primary	Date of Birth:	Telephone Number:					
□ Contingent	Relationship to Owner:	(select one)	Percentage:	%			
Beneficiary Type:	Name:	Social Security Number:					
(select one)	Address:						
Primary	Date of Birth:	Telephone Number:					
□ Contingent	Relationship to Owner:	(select one) 🗖 Spouse 🗖 Non-spouse	Percentage:	%			
Beneficiary Type:	Name:	Social Security Number:					
(select one)	Address:						
□ Primary	Date of Birth:	Telephone Number:					
□ Contingent	Relationship to Owner:	(select one)  Spouse  Non-spouse	Percentage:	%			
Beneficiary Type:	Name:	Social Security Number:					
(select one)	Address:						
□ Primary	Date of Birth:	Telephone Number:					
Contingent	Relationship to Owner:	(select one)  Spouse  Non-spouse	Percentage:	%			
Beneficiary Type:	Name:	Social Security Number:					
(select one)	Address:						
Primary		Telephone Number:					
☐ Contingent	Relationship to Owner:	(select one) Spouse Non-spouse	Percentage:	%			
Beneficiary Type:	Name:	Social Security Number:					
(select one)	Address:						
□ Primary	Date of Birth:	Telephone Number:					
□ Contingent	Relationship to Owner:	(select one) 🗖 Spouse 🗖 Non-spouse	Percentage:	%			
SPECIAL INSTRUCT	IONS:						
SIGNATURES:							
Owner's Name (pleas	e print)	Owner's Signature	Date				
Joint Owner's Name (	please print)	Joint Owner's Signature	 Date				

<sup>&</sup>lt;sup>1</sup> Not authorized in New York

#### PROTECTIVE LIFE INSURANCE COMPANY

P.O. Box 10648 **Birmingham, AL 35202-0648** Telephone: 1-800-456-6330

#### IMPORTANT NOTICE: REPLACEMENT OF LIFE INSURANCE OR ANNUITIES

This document must be signed by the applicant and the insurance producer/agent, if there is one, and a copy left with the applicant.

You are contemplating the purchase of a life insurance policy or annuity contract. In some cases this purchase may involve discontinuing or changing an existing policy or contract. If so, a replacement is occurring. Financed purchases are also considered replacements.

A replacement occurs when a new life insurance policy or annuity contract is purchased and, in connection with the sale, you discontinue making premium payments on the existing life insurance policy or annuity contract, or an existing life insurance policy or annuity contract is surrendered, forfeited, assigned to the replacing insurer, or otherwise terminated or used in a financed purchase.

A financed purchase occurs when the purchase of a new life insurance policy involves the use of funds obtained by the withdrawal or surrender of or by borrowing some or all of the life insurance policy values, including accumulated dividends, of an existing life insurance policy, to pay all or part of any premium or payment due on the new life insurance policy. A financed purchase is a replacement.

You should carefully consider whether a replacement is in your best interests. You will pay acquisition costs and there may be surrender costs deducted from your life insurance policy or annuity contract. You may be able to make changes to your existing life insurance policy or annuity contract to meet your insurance needs at less cost. A financed purchase will reduce the value of your existing life insurance policy and may reduce the amount paid upon the death of the insured.

We want you to understand the effects of replacements and ask that you answer the following questions а

and	consider the que	stions on the back of this form.	Ta don that you allowe	. and remaining queenone				
1.	Are you considering discontinuing making premium payments, surrendering, forfeiting, assigning to the insurer, or otherwise terminating your existing life insurance policy or annuity contract? $\Box$ Yes $\Box$ No							
2.	Are you considering using funds from your existing policies or annuity contracts to pay premiums due on the new life insurance policy or annuity contract? $\Box$ Yes $\Box$ No							
you poli	are contemplating cy or annuity conf	" to either of the above questions, list ear g replacing (include the name of the insu tract number if available) and whether ea a source of financing:	rer, the insured or annuit	tant, and the life insurance				
	INSURER NAME	ANNUITY CONTRACT OR LIFE INSURANCE POLICY #	INSURED OR ANNUITANT	REPLACED (R) OR FINANCING (F)				
1.								
2.								
3.								
		the facts. Contact your existing compaurance policy or annuity contract. If you						

policy summary or available disclosure documents must be sent to you by the existing insurer. Ask for and keep all sales material used by the insurance producer/agent in the sales presentation. Be sure that you make an informed decision. The existing life insurance policy or annuity contract is being replaced because

I certify that the responses herein are, to the best of my knowledge, accurate:					
Applicant's Signature and Printed Name	Date				
Insurance Producer's/Agent Signature and Printed Name	Date				

IPD-1145 R: 06-04-21 I do not want this notice read aloud to me. \_\_\_\_ (Applicants must initial only if they do not want the notice read aloud.)

A replacement may not be in your best interest, or your decision could be a good one. You should make a careful comparison of the costs and benefits of your existing life insurance policy or annuity contract and the proposed life insurance policy or annuity contract. One way to do this is to ask the company or insurance producer/agent that sold you your existing life insurance policy or annuity contract to provide you with information concerning your existing life insurance policy or annuity contract. This may include an illustration of how your existing life insurance policy or annuity contract is working now and how it would perform in the future based on certain assumptions. Illustrations should not, however, be used as a sole basis to compare policies or annuity contracts. You should discuss the following with your agent to determine whether replacement or financing your purchase makes sense:

#### PREMIUMS:

Are they affordable?

Could they change?

You're older – are premiums higher for the proposed new life insurance policy?

How long will you have to pay premiums on the new life insurance policy? On the old life insurance policy?

#### **POLICY VALUES:**

New policies usually take longer to build cash values and to pay dividends.

Acquisition costs for the old life insurance policy may have been paid; you will incur costs for the new one.

What surrender charges do the policies have?

What expense and sales charges will you pay on the new life insurance policy?

Does the new life insurance policy provide more insurance coverage?

#### **INSURABILITY:**

If your health has changed since you bought your old life insurance policy, the new one could cost you more, or you could be turned down.

You may need a medical exam for a new life insurance policy.

(Claims on most new policies for up to the first two years can be denied based on inaccurate statements.

Suicide limitations may begin anew on the coverage.)

#### IF YOU ARE KEEPING THE OLD LIFE INSURANCE POLICY AS WELL AS THE NEW LIFE INSURANCE POLICY:

How are premiums for both policies being paid?

How will the premiums on your existing life insurance policy be affected?

Will a loan be deducted from death benefits?

What values from the old life insurance policy are being used to pay premiums?

#### IF YOU ARE SURRENDERING AN ANNUITY OR INTEREST SENSITIVE LIFE PRODUCT:

Will you pay surrender charges on your old annuity contract?

What are the interest rate guarantees for the new annuity contract?

Have you compared the annuity contract charges or other life insurance policy expenses?

#### OTHER ISSUES TO CONSIDER FOR ALL TRANSACTIONS:

What are the tax consequences of buying the new life insurance policy?

Is this a tax-free exchange? (See your tax advisor.)

Is there a benefit from favorable "grandfathered" treatment of the old life insurance policy under the Federal Internal Revenue Tax Code?

Will the existing insurer be willing to modify the old life insurance policy?

How does the quality and financial stability of the new company compare with your existing company?

#### WHEN A REPLACEMENT OCCURS, YOU HAVE A THIRTY (30) DAY RIGHT TO RETURN THE CONTRACT

Return the contract within thirty (30) days of the delivery of the contract and receive an unconditional refund of premiums paid, including any policy fees or charges.

In the case of a variable or market value adjustment policy or contract, receive a refund of the cash surrender value provided under the contract plus any fees and charges deducted from the gross premiums paid.

IPD-1145 R: 06-04-21

#### PROTECTIVE LIFE INSURANCE COMPANY

P.O. Box 10648 Birmingham, AL 35202-0648 Telephone: 1-800-456-6330

#### SALES LITERATURE CERTIFICATION AND CUSTOMER NOTIFICATION FORM

were left with the applicant.*	ed sales materials and copies of all sale	es materiais used							
Producer's Signature	Producer's Printed Name	Date							
Owner/Annuitant Printed Name	Contract Number (if known)								
*This form will be delivered to the own	This form will be delivered to the owner with the annuity contract.								
Dear Valued Customer,									
At the time of application, you should materials from our producer.	have received copies of all insurer-appro	oved sales							
It is important that you retain these sa	le materials for future reference.								
If you did not receive copies of the sal Representative toll-free at 1-800-456-	e materials, please contact a Protective 6330.	Life Service							
Sincerely,									
New Business Retirement Solutions									

IPD-1150 R: 06-04-21

Request for Transfer or Exchange of Assets

Protective Life Insurance Company <sup>1</sup>
West Coast Life Insurance Company <sup>1</sup>
Protective Life and Annuity Insurance Company
Post Office Box 10648 / Birmingham, AL 35202-0648
Toll Free: 800-456-6330 / Fax: 205-268-3151

Existing Protective Contract Number: \_\_\_\_\_\_ (for additional payments only) ☐ Check here and complete Box 4 if this is being submitted for a Rate Lock only. (If Rate Lock request is for a CD, you **must** include proof of maturity from the Financial Institution.) Please do not select this option for the Protective Indexed Annuity, because the interest crediting elements for that product are determined as of the date the contract is purchased. Complete this form to transfer assets to Protective Life Insurance Company, West Coast Life Insurance Company or Protective Life and Annuity Insurance Company (each, the "Company") for the issuance of a new annuity contract. **EXISTING ACCOUNT, CONTRACT OR POLICY TO BE TRANSFERRED** Company Name Telephone Number **Email Address** Fax Number Company (Overnight) Address Owner's SSN/Tax ID Joint Owner's Name Owner's Name Jt Owner's SSN/Tax ID The contract is: □ attached (If different than Owner/Joint Owner) □ lost or destroyed Please check this box if the existing contract being surrendered is a Fixed Annuity. (If box is checked, and your new Protective Life annuity is being issued in the state of Nevada, please complete form A-1128-NEV-Annuity.) EXISTING ACCOUNT, CONTRACT OR POLICY TO BE TRANSFERRED ☐ CLIENT/AGENT INITIATED ☐ INTERNAL EXCHANGE ☐ EXTERNAL EXCHANGE Non-Qualified: Qualified: □ 1035 Exchange Plan Type: Transfer Type: ■ Non-1035 Exchange □ IRA □ CD □ Trustee Transfer ■ Mutual Fund □ 401(k) ☐ Roth IRA □ Direct Rollover ☐ Mutual Fund ☐ 403(b)/TSA ■ Bank CD ■ Other Non-1035 Exchanges □ Other \_\_\_\_\_ Proposed Plan Type: ☐ Non-Qual ☐ IRA ☐ Roth IRA ☐ Other TRANSFER INSTRUCTIONS See Attached LOI 1. Amount to be transferred: Complete: Liquidate and transfer all assets in my account, contract or policy Partial: Liquidate and transfer assets totaling \$ ■ Immediately 2. When should transfer occur: Upon maturity date of \_\_\_\_/\_\_\_(mm/dd/yy)

3. Current estimated value of the assets to be transferred are \$\_\_\_\_\_ 4. RATE LOCK □ I wish to lock in the interest rate that is in effect when this signed form is received by the Company. If this box is not checked, you will receive the interest rate in effect on the day we receive the transferred amounts. (Please do not select this option for the Protective Indexed Annuity, because the interest crediting elements for that product are determined as of the date the contract is purchased.)

**Complete 1035 Exchange:** I hereby make a complete and absolute assignment and transfer all rights, title and interest of every nature in the above contract to the accepting insurance company indicated below.

**Partial 1035 Exchange:** I hereby direct the issuer of the above-referenced existing annuity contract to process a partial 1035 exchange to the accepting insurance company indicated below. I intend for this transaction to qualify as a tax-free exchange for Federal income tax purposes.

Based on our understanding of IRS guidance in Rev. Proc. 2011-38, if a contract is involved in a tax-free partial exchange under Internal Revenue Code section 1035 that is completed on or after October 24, 2011, and an amount is withdrawn from or received in surrender of either contract within 180 days of the exchange, the IRS will apply general tax principles to determine the substance, and hence the treatment of the partial exchange and the subsequent withdrawal or surrender. Such a withdrawal or surrender could affect how the partial exchange and the withdrawal or surrender is reported to you and the IRS.

**For Other Transfers:** Unless it is noted above to hold for a future date, I request the surrendering company to immediately complete the transfer or rollover. Do not withhold any amount for taxes from the proceeds.

SIGNATURES:					
Owner's Signature			Joint Owner's	s Signature	 Date
 Annuitant's Signatu	ıre	Date			
	EPTA	E ONLY  NCE: The Company will a ompany has received an app			
 Authorized Signatu	re	Title			 Date
SETTLEMENT: P	ease	make check payable for the p	proceeds and mail to:		
		Protective Life Insurance C Protective Life and Annuity West Coast Life Insurance	Insurance Company	(New York Only)	
Mailing Address: PO Box 10648 Attn: 3-1 Annuity New Busi Birmingham, AL 35202-064		n: 3-1 Annuity New Business	Overnight Address	s: 2801 Highway 280 Attn: 3-1 Annuity N Birmingham, AL 3	lew Business

## 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.

## **Table of Contents**

What Is an Annuity?	L
When Annuities Start to Make Income Payments	1
How Deferred Annuities Are Alike	1
How Deferred Annuities Are Different	2
How Does the Value of a Deferred Annuity Change?	3
Fixed Annuities	3
Fixed Indexed Annuities	3
What Other Information Should You Consider?	1
Fees, Charges, and Adjustments	4
How Annuities Make Payments	4
How Annuities Are Taxed	5
Finding an Annuity That's Right for You	6
Questions You Should Ask	6
When You Receive Your Annuity Contract	7

## 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

#### 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.

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.

- 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.

<sup>1,</sup> 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 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 indexlinked 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.

#### 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.

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.

## 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.

# Protective Life Insurance Company <sup>1</sup> West Coast Life Insurance Company <sup>1</sup> Protective Life and Annuity Insurance Company Post Office Box 1928 / Birmingham, AL 35201-1928 Toll Free: 800-456-6330 / Fax: 205-268-6479

■ NON-TAX QUALIFIED PLAN

## Federal Tax Withholding on Periodic Annuity Payments

Owner's Name:

Contract Number:					☐ IRA / SEP	
The taxable portion of the periodic annuity pincome tax withholding, by treating each paymelect not to have tax withheld from your payrform, and returning it to us at the Home Offi withheld from your payments, using IRS withholding allowances you have claimed be allowances, we are required to withhold tax allowances until you file an election to reque correct Social Security Number, you may not single individual claiming zero (0) withholding a	nent as wage ment(s) by c ice. If you c age withhole low. If you by treating est withholding elect out of	es, un checki do no ding u do i you a ng or	less you on the aput elect out tables, but elect as a marring a different	n the above elect not to ha propriate boout of withhold ased on the a marital staried individualent basis.	contract are save withholding below, signiling, Federal imarital statulatus and numil claiming throwever, if we	ng apply. You may ng and dating this income tax will be its and number of ber of withholding ee (3) withholding do not have your
Your election will remain in effect and apply to all future payments you receive in this series under this conjugate you change or revoke it. You may make, change, or revoke your election at any time and as often as you regard to future payments in this series by filing a new election or sending us a completed IRS Form velection, change, or revocation of a previously filed election will be effective no later than for payments may after the new form is received by us. Your distribution may also be subject to state tax withholding requirer						n as you wish with Form W4-P. Any ents made 30 days
If you elect not to have withholding apply to you withheld from your payments, you may be resthe estimated tax rules if your withholding and	sponsible for	r payr	nent of es	stimated tax.	You may inc	
Withholding Election – Even if you elect not Federal income tax on the taxable portion of you the estimated tax payment rules if your payment rules if you	ot to have F your annuity	edera paym	al income nents. Yo	e tax withheld ou also may b	l, you are liab e subject to t	ax penalties under
*For 403(b) and certain other qualified plans	, the Compa	any is		_	-	•
taxable amount of distributions that are not a c	direct rollove	er.				
Federal Tax Withholding Options (You must	select one):	St.	ate Tax W	<u>/ithholding O</u>	ptions (You r	must select one):
☐ Option 1. Withhold a fixed percent of%	, 0		Option 1.	Withhold a fix	ked percent of _	%
☐ Option 2. Withhold a fixed dollar amount of \$_			Option 2.	** Withhold a	fixed dollar am	ount of \$
☐ Option 3. Withhold based on my preferred filin	g status.		Option 3.	* Do not with	hold any state t	ax.
Select your preference below:		<b>NOTE:</b> NC and MI will require the additional <b>NC-4P</b> you elect <b>no</b> state withholding.			nal <b>NC-4P / MI-4P</b> if	
☐ Single with allowances						
☐ Married with allowances						
□ Option 4. Do not withhold any federal tax.						
*Some states require mandatory state inco will withhold based on the state requirement **Some states do not allow state income to allowed by the state.	nts.					
Owner's Signature	Date		loint Own	er's Signature	<del></del>	Date
Owner's SSN / Tax ID Number	_	J	loint Own	er's SSN / Ta	x ID Number	

THIS ELECTION SUPERCEDES PREVIOUS ELECTIONS FOR PAYMENTS FROM THIS CONTRACT

Form W-9 (Rev. October 2018) Department of the Treasury, Internal Revenue Service

## Taxpayer Identification Number and Certification

Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.											
Business	usiness name/disregarded entity name, if different from above										
	Check appropriate box for federal tax classification of the person whose name is entered on the Name line above. Check only <b>one</b> of the following seven boxes:										
singl	□ Individual/sole proprietor or □ C Corporation □ S Corporation □ Partnership □ Trust/estate single-member LLC □ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶										
	e. Check the appropriate box in the line above for the tax classification of the single-member owner. D the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner o LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member disregarded from the owner should check the appropriate box for the tax classification of its owner.	the LLC is another	Exemption from FATCA reporting code (if any)								
Address	(number, street, and apt, or suite no.) See instructions.	Requester's name and a									
City, Sta	te, and ZIP code										
List acco	ount number(s) here (optional)										
Part I	Taxpayer Identification Number (TIN)										
	IN in the appropriate box. The TIN provided must match the name given on the "Name" backup withholding. For individuals, this is generally your social security (SSN). However, for a	Social security nun	nber								
resident alier other entities on the W-9 in	n, sole proprietor, or disregarded entity, see Part I of the W-9 instructions at website listed below. For s, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> instructions at website listed below.	_	-								
	e account is in more than one name, please refer to the W-9 instructions for guidelines on whose nter. Also, see <i>What Name and Number to Give the Requester</i> for guidelines on whose number to										
		Employer identifica	tion number								
		-									
Part II	Certification	1 1									
Under penalt	ties of perjury, I certify that:										
2. I am i	number shown on this form is my correct taxpayer identification number (or) I am waiting for a number to not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not ct to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notif	been notified by the Ir	nternal Revenue Service (IRS) that I am								
	a U.S. citizen or other U.S. person , and										
	ATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct										
report all into property, car	n instructions. You must cross out item 2 above if you have been notified by the IRS that you are currerest and dividends on your tax return. For real estate transactions, item 2 does not apply. For macellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments on, but you must provide your correct TIN.	ortgage interest paid,	acquisition or abandonment of secured								
Sign Here	Signature of U.S. person ▶	Date <b>▶</b>	•								

IMPORTANT – if any part of the payment made to you could be subject to backup withholding and we do not receive this completed form, we will do backup withholding of 24% on those amounts.



## NC-4P Withholding Certificate for Pension or Annuity Payments

PURPOSE – Form NC-4P is for North Carolina residents who are recipients of income from pensions, annuities, and certain other deferred compensation plans. Use the form to tell payers whether you want any State income tax withheld and on what basis. You can also use the form to choose not to have State income tax withheld. However, you cannot make this choice for eligible rollover distributions. The method and rate of withholding depends on whether the payment you receive is a periodic payment or a nonperiodic distribution. This form is also to be used by a nonresident with a North Carolina address to indicate that no tax is to be withheld from pension payments.

Caution - If you furnish a pension payer a Withholding Certificate for Pension or Annuity Payments that contains information which has no reasonable basis and results in a lesser amount of tax being withheld than would have been withheld had you furnished reasonable information, you are subject to a penalty of 50% of the amount not properly withheld. You may be subject to interest for underpayment of estimated income tax, that applies for not paying enough tax during the year, either through withholding or estimated tax payments. New retirees should see Form NC-40, Individual Estimated Income Tax, for details on the estimated income tax requirements. You may be able to avoid quarterly estimated income tax payments by having enough tax withheld from your pension or annuity using Form NC-4P.

Your Signature

PERIODIC PAYMENTS. Withholding from periodic payments of a pension or annuity is figured in the same manner as withholding from wages. Periodic payments are made in installments at regular intervals over a period of more than one year. They may be paid annually, quarterly, monthly, etc. If you want State income tax withheld, you should complete the Form NC-4P Allowance Worksheet. You can designate an additional amount to be withheld on line 3 of Form NC-4P. Submit the completed form to your payer. If you do not submit Form NC-4P to your payer, the payer must withhold on periodic payments as if your filing status is "Single" with no withholding allowances.

For periodic payments, your Form NC-4P stays in effect until you change or revoke it. Your payer must notify you each year of your right to choose not to have State income tax withheld or to revoke your election.

#### NONPERIODIC DISTRIBUTIONS - 4% WITHHOLDING.

Your payer must withhold a flat 4% from a nonperiodic distribution unless you choose not to have income tax withheld. A nonperiodic distribution means any distribution which is not a periodic payment. (The 4% withholding is required on eligible rollover distributions and you cannot choose not to have income tax withheld from those distributions.) Distributions from an IRA that are payable on demand are treated as nonperiodic distributions. The election to withhold

Cut here and give this certificate to your employer. Keep the top portion for your records.

From nonperiodic distributions applies on a distribution by distribution basis. If you choose not to have tax withheld from a nonperiodic distribution, you should check the box on Line 1 of Form NC-4P and submit the completed form to your payer.

MISSING OR INCORRECT TAXPAYER IDENTIFICATION NUMBER. If you submit an NC-4P that does not contain the taxpayer identification number, or if the identification number is incorrect, the payer cannot honor your request not to have income tax withheld. The payer must withhold on periodic payments as if your filing status is "Single" with no withholding allowances. Withholding on nonperiodic distributions will be at the 4% rate.

**REVOKING** YOUR "NO WITHHOLDING" CHOICE. If you previously chose not to have State income tax withheld on either periodic or nonperiodic payments, complete another NC-4P and submit to your payer. Write "Revoked" next to the check box on Line 1 of the form and tax will be withheld at the rate set by law.

**IMPORTANT.** Government retirees whose income is exempt from State tax as a result of the *Bailey Settlement* should choose no withholding by checking the box on Line 1 of Form NC-4P.

Date >

_		· — — <del>*</del> — — — —				_ <u>~ T</u>
1	Web 10-17	NC-4P Withholdi	ng Certificat	e for Pension	or Annuity Pa	yments
T	ype or print your firs	t name and middle init	al	Last Name	Your social security	number
Н	ome address (numbe	er and street or rural ro	ute)		Claim or identification r (if any) of your pension contract	
С	ity or town, state, an	nd ZIP code				
C	omplete the followin	ng applicable lines:				
1	Check here if you do	o not want any State inc	come tax withheld from y	our pension or annuity. (Do r	not complete Lines 2 or 3.)	▶ □
2	Pension or annuity	payment. (You may also	•	dollar amount on Line 3.)		
	Filing status:	ngle or Married Filing Se	eparately $\square$ Married Fi	ing Jointly or Surviving Spous	se	(Enter number
3	•	• • •	•	annuity payment. <b>Note:</b> For g zero) of allowances on Line		of allowances)  • \$