# Annuity New Business Checklist

Protective Life Insurance Company[1]
West Coast Life Insurance Company[1]
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 <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.*

## ☐ 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.*

[1] *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.**

# 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:** ☑ Protective Income Builder
*An Index-Linked Deferred Annuity Contract*

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 *(Please choose one.)* ☐ Non-Qualified ☐ Traditional IRA ☐ Roth IRA ☐ Other ________________

TOTAL ESTIMATED INITIAL PURCHASE PAYMENT: $ ________________
*(Minimum: $25,000)*

FUNDING SOURCE: *(Please check all that apply.)*
☐ Transfer - $ ______________ ☐ Cash - $ ______________
☐ Rollover - $ ______________ ☐ 1035 Exchange - $ ______________
☐ IRA or Roth IRA Contribution - $ ______________ for Tax Year ____________

WITHDRAWAL CHARGE PERIOD: 7 Years

CONTRACT ALLOCATION: *(Must equal 100%.)*

S&P 500 Index (without dividends)
_______ % Annual Point-to-Point Indexed Strategy
_______ % Annual Trigger Indexed Strategy
_______ % Annual Rate Cap for Term Indexed Strategy

Citi Flexible Allocation 6 Excess Return Index
_______ % 2-Year Participation and Spread Indexed Strategy–Participation Focus

Guaranteed Interest
_______% Fixed Interest Strategy

PROTECTIVE INCOME BUILDER with GUARANTEED INCOME BENEFIT:

***Protective Income Builder*** includes the *Guaranteed Income Benefit,* a protected lifetime income benefit that cannot be terminated. The monthly benefit cost is deducted from the contract value. Protective Life has the right to restrict the portion of contract value that may be allocated to the Fixed Interest Strategy.

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.***



Select Commission Option: __ A __ B __C

Protective Life Insurance Company [1]
West Coast Life Insurance Company [1]
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 multiple beneficiaries are named, proceeds will be paid equally to all primary beneficiaries surviving the owner (or annuitant if non-material owner) unless instructed otherwise. If all primary beneficiaries have predeceased the owner, proceeds will be paid to the named contingent beneficiaries equally unless instructed otherwise. If there are no surviving beneficiaries, proceeds will be paid to the owner's estate.

**BENEFICIARY INFORMATION:**

| | |
|---|---|
| Beneficiary Type: (select one) ☐ Primary ☐ Contingent | Name: ______________ Social Security Number: ______________<br>Address: ______________<br>Date of Birth: ______________ Telephone Number: ______________<br>Relationship to Owner: ______________ (select one) ☐ Spouse ☐ Non-spouse Percentage: _______% |
| Beneficiary Type: (select one) ☐ Primary ☐ Contingent | Name: ______________ Social Security Number: ______________<br>Address: ______________<br>Date of Birth: ______________ Telephone Number: ______________<br>Relationship to Owner: ______________ (select one) ☐ Spouse ☐ Non-spouse Percentage: _______% |
| Beneficiary Type: (select one) ☐ Primary ☐ Contingent | Name: ______________ Social Security Number: ______________<br>Address: ______________<br>Date of Birth: ______________ Telephone Number: ______________<br>Relationship to Owner: ______________ (select one) ☐ Spouse ☐ Non-spouse Percentage: _______% |
| Beneficiary Type: (select one) ☐ Primary ☐ Contingent | Name: ______________ Social Security Number: ______________<br>Address: ______________<br>Date of Birth: ______________ Telephone Number: ______________<br>Relationship to Owner: ______________ (select one) ☐ Spouse ☐ Non-spouse Percentage: _______% |
| Beneficiary Type: (select one) ☐ Primary ☐ Contingent | Name: ______________ Social Security Number: ______________<br>Address: ______________<br>Date of Birth: ______________ Telephone Number: ______________<br>Relationship to Owner: ______________ (select one) ☐ Spouse ☐ Non-spouse Percentage: _______% |
| Beneficiary Type: (select one) ☐ Primary ☐ Contingent | Name: ______________ Social Security Number: ______________<br>Address: ______________<br>Date of Birth: ______________ Telephone Number: ______________<br>Relationship to Owner: ______________ (select one) ☐ Spouse ☐ Non-spouse Percentage: _______% |

**SPECIAL INSTRUCTIONS:**

**SIGNATURES:**

______________________ ______________________ ____________
Owner's Name (please print) Owner's Signature Date

______________________ ______________________ ____________
Joint Owner's Name (please print) Joint Owner's Signature Date

[1] Not authorized in New York

**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 Income Builder* with the *Guaranteed Income Benefit.* 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 Income Builder* is a limited flexible premium deferred indexed annuity. *Limited flexible premium* means that you may – but are not required to – send us additional premium, but only during the first contract year. The minimum initial premium required to issue a contract is $25,000. Each additional premium must be at least $1,000. The maximum total premium we will accept is $1 million per contract without Home Office approval. 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(s) 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.

Index Term – The period of time 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.

## 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 year. The declared rate for this strategy will not be less than the contract's non-forfeiture interest rate.
- *Annual Point-to-Point Indexed Interest Crediting Strategy* – The annual interest rate is based on the performance of the S&P 500 Index each contract year (a 1-year index term). 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 each year. The interest rate cap will not be less than the contract's minimum interest rate cap.
- *Annual Trigger Indexed Interest Crediting Strategy* – The annual interest rate is based on the performance of the S&P 500 Index each contract year. If the index performance is 0% or more, the annual interest rate for the strategy is the trigger interest rate. We declare the trigger interest rate in advance each year. It will not be less than the contract's minimum trigger interest rate.
- *Annual Rate Cap for Term Indexed Interest Crediting Strategy* – The annual interest rate is based on the performance of the S&P 500 Index each contract year. It is the *lesser* of the index performance or the interest rate cap. We declare one interest rate cap in advance to apply for each year during the withdrawal charge period. Thereafter, we declare the interest rate cap in advance each year. The interest rate cap will not be less than the contract's minimum interest rate cap.
- *2-Year Participation & Spread Indexed Interest Crediting Strategy – Participation Focus* – The interest rate is based on the performance of the Citi Flexible Allocation 6 Excess Return Index over the entire 2-year index term. It is determined by multiplying the index performance by the *participation rate*, and then subtracting the *spread*. A positive result is the interest rate for that term. (If the result of that calculation is 0% or negative, no indexed interest will be credited for that term.) In your contract, this strategy has a participation focus. We declare the participation rate in advance, subject to the minimum participation rate set for this focus when your contract was issued. The participation rate in effect when the term for this focus is established is guaranteed for the entire 2-year term. This focus has a 0% spread that will not change.

- *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 the index term. No interest is earned on amounts withdrawn from an indexed strategy before that date.
- *Performance* – Performance is the percentage change in the reference index from the beginning to the end of each index term. Negative performance does not reduce the contract value, but simply results in no indexed interest credited at the end of that term.
- You may re-allocate contract value among the interest crediting strategies, but only on contract anniversaries that correspond with the end of the index term.
- 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), minus the sum of all *Guaranteed Income Benefit* rider fees, and minus any applicable premium tax.
- The contract value is the basis used to determine the surrender value and death benefit.
- 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 each purchase payment accumulated at the contract's non-forfeiture interest rate, compounded annually; minus,
  b) each withdrawal accumulated at the contract's non-forfeiture interest rate, compounded annually.

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

The *Protective Income Builder* is designed to grow your contract value during the accumulation period and to create a regular, predictable stream of income payments later. However, you may access all or a portion of the contract value before the income begins 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 1st 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* –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. It 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+** |
  |---|---|---|---|---|---|---|---|---|
  | Withdrawal Charge Percentage | 7% | 6% | 5% | 4% | 3% | 2% | 1% | 0% |

  The withdrawal charge ***increases*** the total amount we deduct from the contract value.
- *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…
  a) enter a hospital or nursing facility or are diagnosed with a terminal illness that is expected to result in death within 12 months; or
  b) 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.

## WHAT IS THE *'GUARANTEED INCOME BENEFIT'*?

The *Guaranteed Income Benefit* is a protected lifetime income benefit. It adds protection to your annuity investment by creating a 'benefit base' that grows over a specified period of time, regardless of the performance of the underlying annuity contract. On the Benefit Election Date, you may begin lifetime income benefit withdrawals.

The definitions below are important terms that apply to the *Guaranteed Income Benefit.*

Annual Withdrawal Amount – The maximum aggregate benefit withdrawal you can take each contract year (after the Benefit Election Date) without reducing the benefit base.

Benefit Base – The amount used to calculate the Annual Withdrawal Amount and the monthly benefit fee. The benefit base is not the contract value or death benefit. It may only be accessed through benefit withdrawals.

Benefit Election Date – The date you may begin taking benefit withdrawals.

Covered Person – The person (or persons) on whose lives the benefit withdrawals are based.

## HOW DOES THE '*GUARANTEED INCOME BENEFIT'* WORK?

- *Guaranteed Income Benefit Cost* – The annual cost for the *Guaranteed Income Benefit* is 1% of the benefit base. It is deducted monthly (in arrears) from the contract value. We have the right to increase the annual cost, but not higher than 2%, with 30-days written notice to you. You may decline the fee increase, but you won't be eligible for any future annual benefit base increases (described in the next section).

  Fee deductions reduce the contract value and death benefit, but *will not*:
  - count against the contract's free withdrawal amount;
  - be subject to the withdrawal charge or market value adjustment;
  - impact the contract's minimum surrender value calculation; or,
  - affect the benefit base or Annual Withdrawal Amount.
- *The Benefit Base* – When you buy a Protective Income Builder contract, your initial purchase payment is the starting benefit base for the *Guaranteed Income Benefit*. The amount of any additional purchase payment we accept is added to the benefit base. A withdrawal from the contract reduces the benefit base in the same proportion that the amount deducted reduced the contract value.
- *Annual Benefit Base Increases* – Unless you decline a benefit cost change, the benefit base may also increase on contract anniversaries. On anniversaries that occur during the Roll-Up Period, we multiply your contract's "Roll-Up Increase Percentage" by the contract's net premium on that date, and add that amount to the benefit base. "Net premium" is the sum of all purchase payments, less a proportional adjustment for each withdrawal taken before the Benefit Election Date. The Roll-Up Period and Roll-Up Increase Percentage are identified when your contract is issued and will not change.

  We will also 'step-up' your benefit base to equal the Contract Value if, on any anniversary before the Annuity Date, the Contract Value is greater than the benefit base (after any applicable Roll-Up increase is added).
- *Guaranteed Income Benefit Withdrawals* – You decide when to start the income payments by: 1) selecting the Benefit Election Date; 2) telling us whether the withdrawals will be based on your life, or the joint lives of you and your spouse; and, 3) choosing either the Level Income Option or the Rising Income Option. You may not begin benefit withdrawals until you are at least 59½ years old (or until you *and* your spouse are each at least 59½, if the withdrawals are based on both lives). If you don't start withdrawals by the oldest owner's or annuitant's 95$^{th}$ birthday, we will automatically start them for you, as described in the rider.

  Your Annual Withdrawal Amount is determined by multiplying the benefit base by the applicable withdrawal percentage.
  - The withdrawal percentage under the Level Income Option is based on the (younger) Covered Person's age on the Benefit Election Date, and will not change.
  - Withdrawal percentages under the Rising Income Option are based on the (younger) Covered Person's age on the most recent Contract Anniversary. Withdrawal percentages increase as that Covered Person ages. So, assuming there is no reduction of the benefit base (due, for example, to excess withdrawals) the Annual Withdrawal Amount will increase over time.

- *Excess Withdrawals* – On or after the benefit election date, any amount withdrawn that exceeds the Annual Withdrawal Amount is an 'excess withdrawal'. An excess withdrawal reduces the benefit base in the same proportion that the withdrawal, including any applicable withdrawal charges and market value adjustment, reduced the contract value. That means, the smaller the contract value is in relation to the benefit base, the larger the impact of an excess withdrawal on the benefit base, and on future Annual Withdrawal Amounts.

  If an excess withdrawal reduces your contract value to $0, the contract and rider will terminate.

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

*The information is 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?**

- *Dividends* – This contract does not pay dividends, nor does it share in Protective Life's 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.
- *Contract Allocation Restrictions* – Although there are no current plans to do so, we have the right to impose limitations on how you allocate contract value among the interest crediting strategies. If we do this in the future, you would be required to change your contract allocation to conform to the new requirements.
- *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 advisor and seek competent tax advice prior to making any financial or investment decision.*

# PROTECTIVE LIFE INSURANCE COMPANY

**POST OFFICE BOX 10648**
**BIRMINGHAM, ALABAMA 35202-0648**
**TELEPHONE: (800) 456-6330**

## NOTICE TO APPLICANTS REGARDING REPLACEMENT OF LIFE INSURANCE OR AN ANNUITY. THIS NOTICE IS FOR YOUR BENEFIT AND IS REQUIRED BY LAW.

1. If you are urged to purchase life insurance and to surrender, lapse, or in any other way change the status of existing life insurance, the agent is required to give you this notice.

2. It may not be advantageous to drop or change existing life insurance in favor of new life insurance, whether issued by the same or a different insurance company. Some of the disadvantages are:

   a. The amount of the annual premium under an existing policy may be lower than that under a new policy having the same or similar benefits.

   b. Generally, the initial costs of life insurance policies are charged against the cash value increases in the earlier policy years, the replacement of an old policy could result in the policyholder sustaining the burden of these costs twice.

   c. The incontestable and suicide clauses begin anew in a new policy. This could result in a claim under a new policy being denied by the company which would have been paid under the old policy.

   d. Existing policies may have favorable provisions than new policies in such areas as settlement options and disability benefits.

   e. An existing policy may have a reserve value in addition to any cash value which may be of some benefit to the insured.

   f. The insurance company carrying your current insurance policy can often make a desired change on terms which would be more favorable than if existing insurance is replaced with new insurance.

3. It may not be advantageous to change an existing policy to reduced paid-up or extended term insurance or to borrow against its loan value beyond your expected ability or intention to repay in order to obtain funds for premiums on a new policy.

4. There may be a situation in which a replacement policy is advantageous. You may want to receive the comments of the present insurance company before deciding this important financial matter.

**I hereby acknowledge that I received the above “Notice to Applicants Regarding Replacement of Life Insurance or an Annuity” before I signed the application for the proposed new insurance.**

__________________________ Date

__________________________ Signature of Applicant

## Definitions

**Premiums:** Premiums are the payments you make on the life insurance or annuity contract. They are unlike deposits in a savings or investment program because if you drop the policy you might get back less than you paid in.

**Cash Surrender Value:** This is the amount of money you can get if you surrender your life insurance policy or annuity. If there is a policy loan, the cash surrender value is the difference between the cash value printed in the policy and the loan value. Not all policies have cash surrender values.

**Lapse:** A life insurance policy may lapse when you do not pay the premiums within the grace period. If your policy had a cash surrender value, the insurer might change your policy to as much extended term insurance or paid-up insurance as the cash surrender value will buy. Sometimes the policy lets the insurer borrow from the cash surrender value to pay the premiums.

**Surrender:** You surrender a life insurance policy when you either let it lapse or tell the company you want to drop it. If a policy has a cash surrender value, you can receive such value in cash if you return the policy to the company with a written request.

**Place on Extended Term:** This means you use your cash surrender value to change your insurance to term insurance with the same insurer. In this case, the net death benefits will be the same as before but you will only be covered for a specified period of time.

**Borrow Policy Loan Values:** If your life insurance policy has a cash surrender value, you can usually borrow all or part of said amount from the insurer. Interest will be charged according to the terms of the policy, and if the loan and unpaid interest ever exceeds the cash surrender value the policy will be terminated. If you die, the amount of the loan and any unpaid interest due will be subtracted from the death benefits.

**Evidence of Insurability:** This means proof that you are an acceptable risk. You have to meet the standards of the insurer regarding age, health, occupation, and such other standards as the insurer feels necessary to be eligible for coverage.

**Incontestable Clause:** This says that after one (1) or two (2) years, according to the provisions of the contract, the insurer shall not resist a claim because you made a false or incomplete statement when you applied for the policy. During the first two (2) years if there are false or incomplete answers on the application and the insurer discovers them, the insurer can deny a claim as if the policy has never existed.

**Suicide Clause:** This says that if you commit suicide after being insured for less than two (2) years, your beneficiaries will receive only a refund of the premiums that were paid.

# PROTECTIVE LIFE
# INSURANCE COMPANY

## STATEMENT BY APPLICANT REGARDING NOTIFICATION OF REPLACEMENT TO THE REPLACED INSURER

I have read the "NOTICE TO APPLICANTS REGARDING REPLACEMENT OF LIFE INSURANCE OR AN ANNUITY" which was furnished to me by the agent taking the application for this policy.

(Applicant: Please Sign one of the following statements.)

1. Please notify my present insurer(s) regarding this transaction.

| | |
|---|---|
| Date | Signature of Applicant |

2. Please do not notify my present insurer(s) regarding this transaction.

| | |
|---|---|
| Date | Signature of Applicant |

The signature of the applicant shall be that of the insured unless someone other than the insured is the owner of the policy. If someone other than the insured is the owner of the policy, the owner must sign. If the insured is under eighteen (18) years of age, the parent is deemed to be the owner of the policy.

**Certification by the agent:**

I hereby certify that nothing was said or done during the sales presentation to influence the decision of the applicant regarding this statement.

| | |
|---|---|
| Date | Signature of Agent |
| | Insurance Agency or Agent License Number |

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

**Request for Transfer or Exchange of Assets**

**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 Name ____________ Owner's SSN/Tax ID ____________ Joint Owner's Name ____________ Jt Owner's SSN/Tax ID ____________

Contract/Account Number ____________ Annuitant Name & SSN (If different than Owner/Joint Owner) ____________

The contract is:
☐ attached
☐ 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:**

☐ 1035 Exchange
☐ Non-1035 Exchange
- ☐ Mutual Fund
- ☐ Bank CD
- ☐ Other Non-1035 Exchanges

**Qualified:**

1. Plan Type:
   - ☐ IRA
   - ☐ 401(k)
   - ☐ Mutual Fund
   - ☐ CD
   - ☐ Roth IRA
   - ☐ 403(b)/TSA
   - ☐ Other ____________________
2. Transfer Type:
   - ☐ Trustee Transfer
   - ☐ Direct Rollover

**<u>Proposed Plan Type:</u>** ☐ 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 $____________________
2. When should transfer occur: ☐ Immediately
   ☐ 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.)

[1] Not authorized in New York

**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 | Date | Joint Owner's Signature | Date |
| Annuitant's Signature | Date | | |

FOR HOME OFFICE USE ONLY

**NOTICE OF ACCEPTANCE:** The Company will accept the assets and credit them to an annuity contract as described above. The Company has received an application from the Owner to establish an annuity contract for this transaction.

| | | |
|---|---|---|
| Authorized Signature | Title | Date |

**SETTLEMENT:** Please make check payable for the proceeds and mail to:

- ☐ Protective Life Insurance Company
- ☐ Protective Life and Annuity Insurance Company (New York Only)
- ☐ West Coast Life Insurance Company

| | | | |
|---|---|---|---|
| Mailing Address: | PO Box 10648<br>Attn: 3-1 Annuity New Business<br>Birmingham, AL 35202-0648 | Overnight Address: | 2801 Highway 280 South<br>Attn: 3-1 Annuity New Business<br>Birmingham, AL 35223 |

# 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?

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.
- 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[1] 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.

### 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.*

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* 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.

### 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.

Fees, Charges, and Adjustments

## 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.