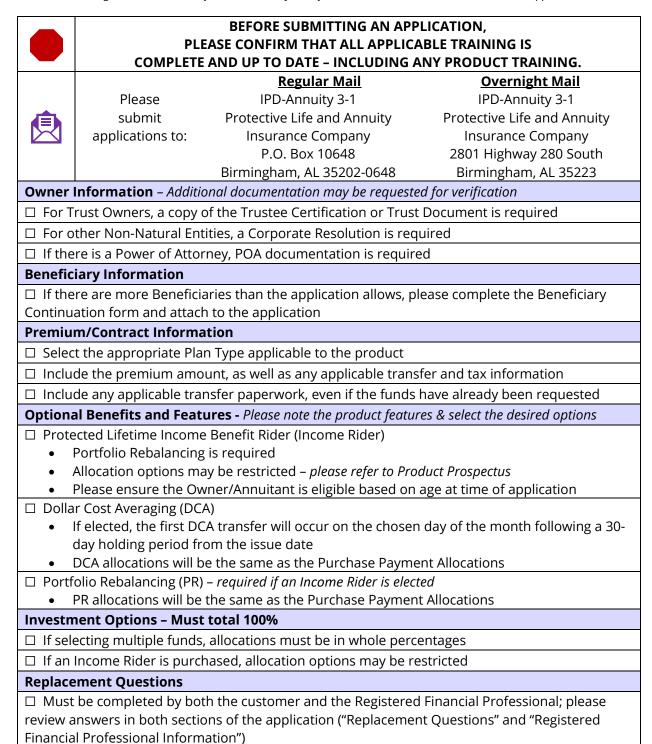
Protective Life and Annuity Insurance Company

Home Office: Birmingham, Alabama Annuity New Business Phone: (800) 456-6330 / Fax: (205) 268-3151 Annuity New Business Email: AnnuityNewBusiness@protective.com

VARIABLE ANNUITY – APPLICATION GUIDE

For Registered Financial Professional Use Only - this form does not need to be submitted with the application



Customer Signatures - All Owners must sign
☐ For POA and Entity Owners: the authorized party should sign their name and include their title
☐ Annuitant signature is required if the Annuitant is not an Owner, <i>including Custodial Accounts</i>
☐ Ensure the City, State, and Date fields are completed in the Applicant Signature section
Registered Financial Professional Information
☐ To be completed by a Registered Financial Professional
☐ Please include the information used to verify the applicant's identity, such as an unexpired
driver's license, passport
☐ For all Registered Financial Professionals representing the Customer, please include printed
name, Firm Name, Firm's phone number, Florida License # (if applicable)
☐ If there is more than one Registered Financial Professional
Commission % must equal 100%
 Registered Financial Professional 1 will be granted online access to the annuity
Suitability Form - Not required for FINRA firms that have a certified program for Protective to accept
the firm's Registered Principal approval
☐ Required for all annuity business submitted through an IMO/BGA
Replacement Forms
☐ Please complete all applicable Replacement Forms, including any state specific forms that may
be required based on where the application is signed
☐ Ensure that all transfer forms are signed and dated on or before the application sign date
Transfer / Rollover / Exchange Forms
If the funds have previously been requested from the ceding carrier, please submit a copy of the request
and make a note in the "Remarks" section of the application.
☐ Please complete form LAD-1120 for each transfer
Customer Disclosures – Please provide to the Owner(s) at time of application
☐ Annuity Buyer's Guide
☐ Most recent Product Prospectus
Additional Forms (Optional)
Certain benefits and features of this annuity may require additional paperwork
Check the status of this application and manage your book of business online: Finpro.protective.com

We're ready to help you deliver the protection and security your clients deserve.

Thank you for your business.

GO PAPERLESS.

eDelivery is simple and free

Reduce clutter, stay organized, and help the environment with eDelivery!

You can sign up to receive email notifications when copies of important account documents are available for viewing.



Enroll today at www.edelivery.protective.com

- Prospectuses
- Supplements
- Semi-Annual Reports
- Annual Reports

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

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

CLAC.1000 Rev. 02.24

CONTRACT#

PROTECTIVE LIFE AND ANNUITY INSURANCE COMPANY

Home Office: Birmingham, Alabama

STATEMENT OF UNDERSTANDING FOR OPTIONAL PROTECTED LIFETIME INCOME BENEFIT: (SecurePaySM)

Required Minimum Distributions: A protected lifetime income benefit rider, if purchased, permits withdrawals in excess of the Annual Withdrawal Amount to satisfy the required minimum distributions (RMD) under Internal Revenue Code Section 401(a)(9) as they apply to amounts attributable to this Contract. These withdrawals will not be treated as 'excess withdrawals' provided: a) you notify us in writing at the time you request the withdrawal that it is intended to satisfy RMD requirements; and, b) we calculate the RMD amount based solely on the applicable end-of-year value of this Contract. The timing and amount of the non-excess RMD protected lifetime income benefit withdrawal we permit from this Contract may be more restrictive than allowed under IRS rules, and may not satisfy the annual RMD requirements for all of the tax-qualified contracts you own. You should consult your tax advisor.

Allocation Guidelines and Restrictions: While a protected lifetime income benefit rider is in effect, your Contract's Investment Option allocations are restricted, as described on page 2 of the application. Either the entire allocation must be to a single permissible Individual Option; or the entire allocation must be to a single permissible Pre-Selected Allocation Option; or the entire allocation must comply with investment risk category restrictions: At least 40% of your total Contract allocation must be allocated to sub-accounts in Category 1. Not more than 60% of your total Contract allocation may be allocated to sub-accounts in Category 2. Not more than 25% of your total Contract allocation may be allocated to sub-accounts in Category 3. Sub-accounts in Category 4 are not available. The Fixed Account is not available. You may allocate Purchase Payments directly to the sub-accounts or a permissible Individual Option or Pre-Selected Allocation Option, or to any of the available DCA Accounts subject to the limitations in the Contract's 'Dollar Cost Averaging' provision. We systematically and automatically transfer amounts allocated to the DCA Accounts to the Variable Account according to your Contract allocation. We systematically and automatically rebalance to your current Variable Account allocation quarterly, semi-annually, or annually, according to your current portfolio rebalancing instructions.

<u>Purchase Payments, Transfers, and Withdrawals</u>: While a protected lifetime income benefit rider is in effect, we will not accept any purchase payment that we receive on or after the <u>earlier</u> of the Benefit Election Date or the 2nd anniversary of the Rider Effective Date. You may transfer Contract Value among the Investment Options, but the Contract Value immediately after the transfer must meet the Allocation Guidelines and Restrictions. You may also change your Contract allocation provided it meets the Allocation Guidelines and Restrictions. A change in your Contract allocation will result in an automatic rebalancing of the Contract Value. Partial surrenders and withdrawals including applicable surrender charges, if any, are deducted from the Investment Options in the same proportion that the value of each bears to the total Contract Value.

<u>Prohibited Instructions</u>: The protected lifetime income benefit rider, every benefit it provides, and deduction of the monthly fee terminate at the end of the Valuation Period on which we execute your instruction to:

- 1. Do any of the following in a manner that violates the Allocation Guidelines and Restrictions or rider provisions: allocate a Purchase Payment, process dollar cost averaging transfers, transfer Contract Value, or deduct a partial surrender or withdrawal; or,
- 2. Stop portfolio rebalancing: or
- 3. Terminate the rider more than 10 years after its Rider Effective Date; or
- 4. Change a Covered Person at any time after the Benefit Election Date; or
- 5. Annuitize or terminate the Contract to which the rider(s) are attached.

APPLICATION INSTRUCTIONS

Mailing Address for Applications:

Overnight
Annuity New Business
2801 Hwy 280 South
Birmingham, AL 35223

<u>U. S. Postal Mail</u> Annuity New Business P. O. Box 10648 Birmingham, AL 35202-0648

Percentages: Always use whole (not fractional) percentages. Percentage totals <u>must</u> equal 100% per category (i.e. "Primary" and "Contingent" Beneficiaries; "Purchase Payment" and "DCA Allocation" instructions; etc.).

Withholding on Withdrawals: All withdrawals from the Contract, including *SecurePay* and *Automatic Withdrawals* must include your instructions regarding Federal Tax Withholding. Complete "Federal Tax Withholding on Non-Periodic Annuity Payments" form # LAD-1133. If not completed, Federal Tax Withholding at a rate of 10% will automatically apply.

VARIABLE ANNUITY APPLICATION

CONTRACT#_

PROTECTIVE LIFE AND ANNUITY INSURANCE COMPANY

Home Office: Birmingham, Alabama

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Select Product: X Protective Variable Annuity NY II B Series

Owner 1 Name:			Male	Female
Address:				
City:				
Email Address:				
Owner 2 Name:			Male	Female
Address:				
City:				· · · · · · · · · · · · · · · · · · ·
Email Address:				
Annuitant Name:			Male	Female
Address:			Birthdate:	
City:	State:	Zip:	Tax ID:	· · · · · · · · · · · · · · · · · · ·
Email Address:			Phone:	
Use Administrative Form Initial Purchase Payment: \$ (minimum: \$5,000)		change a benefic	iary anytime before the de	eath of an owner.
Funding Source: Cash Transfe		ed 1035 Exchange over	Non-Insurance E	xchange
Plan Type: Non-Qu	ual IRA	Roth IRA	Other:	
Complete if an IRA and includes	s new contributions:	\$ \$	• • • • • • • • • • • • • • • • • • • •	
Replacement:				_ (' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' '
Do you currently have an annuit	y contract or life insuran	ce policy?	_ Y	es No
Will this annuity change or repla			nce policy? Y	/es No
Company 1			Contract or Policy #	
Company 2			Contract or Policy #	
Company 3			Contract or Policy #	

An annuity contract is not a deposit or obligation of, nor 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.

CONTRACT#

PROTECTIVE LIFE AND ANNUITY INSURANCE COMPANY

Home Office: Birmingham, Alabama

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ALLOCATE PURCHASE PAYMENTS Unless you give us instructions for allocating subsequent Purchase Payments when you make them, we will use the Variable Account allocation in effect at that time. Use whole percentages. Purchase Payment and DCA Allocation percentage totals must equal 100%, each. If using a Pre-Selected Allocation Option, allocate to the Guaranteed Account and one Pre-Selected Allocation Option, only. If purchasing a protected lifetime income benefit (PLIB) and using a Pre-Selected Allocation Option, do not also allocate to individual sub-accounts. **Purchase Protective Life Guaranteed Account Payment** Fixed Account – **Not Available** if a protected lifetime income benefit (PLIB) is purchased. DCA Account 1 – Make DCA transfers on the ____ day $(1^{st} - 28^{th})$ of the month for ____ months (3 - 6 months). DCA Account 2 – Make DCA transfers on the ____ day $(1^{st} - 28^{th})$ of the month for ____ months (7 - 12 months). % **Protective Life Pre-Selected Allocation Options** DCA **Purchase Purchase Payment** Allocation **Payment** Allocation % % % % **Balanced Growth Growth Focus** (not available if a PLIB is purchased) 10% AB VPS Large Cap Growth B 10% AB VPS Large Cap Growth B American Funds® IS - Global Growth Fund (4) 15% American Funds® IS - Global Growth Fund (4) 10% American Funds® IS - Growth Fund (4) 5% American Funds® IS - Growth Fund (4) 5% BlackRock Global Allocation V.I. III 10% BlackRock Global Allocation V.I. III. 10% Columbia VP Intermediate Bond 2 Columbia VP Intermediate Bond 2 5% 10% Fidelity® VIP Balanced Portfolio Service 2 Fidelity® VIP Balanced Portfolio Service 2 15% 20% Fidelity® VIP Investment Grade Bond Portfolio Service 2 Fidelity® VIP Investment Grade Bond Portfolio Service 2 5% 10% Franklin Rising Dividends VIP 2 25% Franklin Rising Dividends VIP 2 20% Lord Abbett Series Fund Bond-Debenture Portfolio Franklin Small Cal Value VIP 2 5% 5% Invesco V.I. Main Street Small Cap Fund - Series II 5% % **Balanced Growth & Income** % **Conservative Balance** AB VPS Large Cap Growth B AB VPS Large Cap Growth B 5% 5% American Funds® IS - Global Growth Fund (4) 5% American Funds® IS - Global Growth Fund (4) 5% American Funds® IS - Growth Fund (4) 5% American Funds® IS -The Bond Fund of America Fund (4) 5% American Funds® IS - The Bond Fund of America Fund (4) BlackRock Global Allocation V.I. III 20% 5% BlackRock Global Allocation V.I. III 10% Columbia VP Intermediate Bond 2 10% Columbia VP Intermediate Bond 2 10% Columbia VP Strategic Income 2 10% Columbia VP Strategic Income 2 5% Fidelity® VIP Balanced Portfolio Service 2 5% Fidelity® VIP Investment Grade Bond Portfolio Service 2 Fidelity® VIP Balanced Portfolio Service 2 10% 10% Fidelity® VIP Investment Grade Bond Portfolio Service 2 Franklin Rising Dividends VIP 2 10% 20% Franklin Rising Dividends VIP 2 25% PIMCO VIT Short-Term Adv 5% Lord Abbett Series Fund Bond-Debenture Portfolio 5% PIMCO VIT Total Return Adv 5% PIMCO VIT Short-Term Adv 5% American Funds Insurance Series® Pre-Selected Allocation Options **Purchase** DCA **Purchase** DCA Allocation Allocation Payment **Payment** % **Appreciation Allocation** % **Balanced Allocation** (not available if a PLIB is purchased) (not available if a PLIB is purchased) American Funds® IS - Asset Allocation Fund (4) 20% American Funds® IS - Asset Allocation Fund (4) 25% American Funds® IS - Global Growth Fund (4) 20% American Funds® IS - Global Growth Fund (4) 20% American Funds® IS - Global Growth & Income Fund (4) American Funds® IS - Growth-Income Fund (4) 20% 20% American Funds® IS - Growth-Income Fund (4) American Funds® IS - Growth Fund (4) 25% 10% American Funds® IS - The Bond Fund of America Fund (4) American Funds® IS - Growth Fund (4) 15% 25% **Purchase** DCA Allocation **Payment** % **Conservative Allocation** American Funds® IS - Asset Allocation Fund (4) 10% American Funds® IS - Global Growth Fund (4) 15% American Funds® IS - Growth-Income Fund (4) 20% American Funds® IS - The Bond Fund of America Fund (4) 40% American Funds® IS - US Government Securities Fund (4) 15%

AF-2119-R6 PVA NY II B Series 4/24

PROTECTIVE LIFE AND ANNUITY INSURANCE COMPANY

Home Office: Birmingham, Alabama

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*Individual Options **Purchase** DCA *If purchasing a protected lifetime income benefit (PLIB), as an **Payment** Allocation alternative to other allocation options you may choose to allocate 100% of your purchase payment to one (and only one) of the two % % Protective Life Dynamic Allocation -Conservative "Individual Options" sub-accounts (with or without the use of dollar % % Protective Life Dynamic Allocation – Moderate cost averaging). If you choose this option, do not also allocate to any % % Protective Life Dynamic Allocation - Growth (not available if a PLIB is purchased) other individual sub-accounts or Pre-Selected Allocation Options **Sub-Accounts of Variable Annuity Account A** Category 3 - Aggressive (continued) DCA Category 1 - Conservative DCA **Purchase** Purchase (Min. 40% allocation if a PLIB is purchased.) Allocation (Max. 25% allocation if a PLIB is purchased.) **Payment** Allocation Payment % American Funds® IS - The Bond Fund of America Fund (4) % % American Funds® IS - Global Growth Fund (4) % American Funds® IS - US Government Securities Fund (4) % American Funds® IS - Growth Fund (4) % % % % American Funds® IS - Growth-Income Fund (4) Columbia VP Intermediate Bond 2 % % % Columbia VP Limited Duration Credit 2 % American Funds® IS - Washington Mutual Investors Fund (4) % % % % % Fidelity® VIP FundsManager® 20% Portfolio Service 2 % % ClearBridge Variable Dividend Strat II % Fidelity® VIP Investment Grade Bond Portfolio Service 2 % % ClearBridge Variable Large Cap Growth II % % % Franklin U. S. Government Securities VIP 2 % % Fidelity® VIP Contrafund Portfolio Service 2 Goldman Sachs VIT Core Fixed Income Svc % Fidelity® VIP FundsManager® 85% Portfolio Service 2 % % % Invesco V.I. Government Securities Fund – Series II % Fidelity® VIP Health Care Portfolio Service 2 % % % % Invesco V.I. U.S. Government Money Portfolio – Series I % Fidelity® VIP Index 500 Portfolio Service 2 Lord Abbett Series Fund Short Duration Income Portfolio % Fidelity® VIP Mid Cap Portfolio Service 2 % PIMCO VIT Low Duration Adv % Franklin Rising Dividends VIP 2 % % Goldman Sachs VIT Strategic Growth Svc % PIMCO VIT Short-Term Adv % % % PIMCO VIT Total Return Adv % % Invesco V.I. American Value Fund - Series II % % % **Protective Life Dynamic Allc Ser Cnsrv % Invesco V.I. Capital Appreciation Fund - Series II % Western Asset Core Plus VIT II % Invesco V.I. Comstock Fund – Series II % % % Invesco V.I. EQV International Equity Fund - Series II % Category 2 - Moderate % % Invesco V.I. Growth and Income Fund - Series II **Purchase** DCA (Max. 60% allocation if a PLIB is purchased.) % % Invesco V.I. Main Street Fund - Series II Allocation **Payment** American Funds® IS - Asset Allocation Fund (4) % % Lord Abbett Series Fund Dividend Growth Portfolio % % American Funds® IS - Capital Income Builder® (4) % % % % Lord Abbett Series Fund Fundamental Equity Portfolio % % Black Rock 60/40 Trgt Allc ETF V.I. III % % **Protective Life Dynamic Allc Ser Gr % % Black Rock Global Allocation V.I. III % % T. Rowe Price Blue Chip Growth Port II % % Columbia VP Balanced 2 % % T. Rowe Price Health Sciences Port II Columbia VP Strategic Income 2 % % Fidelity® VIP Asset Manager Portfolio Service 2 % % DCA Category 4 **Purchase** Fidelity® VIP Balanced Portfolio Service 2 Allocation (Not Available if a PLIB is purchased.) % % **Payment** Fidelity® VIP Target Volatility Portfolio Service 2 % AB VPS Discovery Value B % % % Franklin Income VIP 2 % % AB VPS Small Cap Growth B % % % % Franklin Strategic Income VIP 2 % American Funds® IS - Global Small Cap Fund (4) % % Goldman Sachs VIT Trd Driv Alloc Svc % % American Funds® IS - International Fund (4) % % % Invesco V.I. Balanced-Risk Fund – Series II % % American Funds® IS - New World Fund (4) % % Invesco V.I. Equity and Income Fund – Series II % % ClearBridge Variable Mid Cap II Lord Abbett Series Fund Bond-Debenture Portfolio % ClearBridge Variable Small Cap Growth II % % % % PIMCO VIT All Asset Adv % Columbia VP Select Mid Cap Value 2 PIMCO VIT Global Diversified Alloc Adv % Fidelity® VIP Energy Portfolio Service 2 % PIMCO VIT High Yield Adv % Franklin DynaTech VIP 2 % % Franklin Small Cap Value VIP 2 % PIMCO VIT Income Advisor % % PIMCO VIT Long-Term US Govt Adv % Franklin Small Mid Cap Growth VIP 2 % % PIMCO VIT Real Return Adv % Goldman Sachs VIT Intl Eq Insgts Svc % **Protective Life Dynamic Allc Mod % % % Goldman Sachs VIT Mid Cap Growth Svc Templeton Global Bond VIP 2 % Goldman Sachs VIT Sm Cp Eq Insights Svc % % % % % Invesco V.I. Discovery Mid Cap Growth Fund - Series II % % Invesco V.I. Global Fund - Series II Category 3 - Aggressive **Purchase** DCA Allocation (Max. 25% allocation if a PLIB is purchased.) % Invesco V.I. Global Real Estate Fund – Series II % **Payment** % Invesco V.I. Main Street Small Cap Fund – Series II % % AB VPS Large Cap Growth B % % % AB VPS Relative Value B % % Invesco V.I. Small Cap Equity Fund – Series II % % American Funds® IS - Capital World Growth & Income Fund (4) % Lord Abbett Series Fund Growth Opportunities Portfolio % Templeton Developing Markets VIP 2 **Protective Life Dynamic Allocation Series Managed by Janus Capital Category 3 continues in next column) Management, LLC.

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VARIABLE ANNUITY APPLICATION

CONTRACT#____

PROTECTIVE LIFE AND ANNUITY INSURANCE COMPANY

Home Office: Birmingham, Alabama

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Federal law requires the following I	notice: We may request or obtain additiona	l information to establish or verify your iden	tity.
Owner's Signature	Joint Owner's Signature (if applicable)	Annuitant's Signature (if not an Owner)	
Application signed at:	(City and State)	on(Date)	
		l. The Contract Value, annuity paymen e separate account, are variable and a amount.	
knowledge and belief. The company		tion I provide is true and correct to the be under my authority as representations of all Owners.	
SUITABILITY Did you receive a current prospectus to you believe the annuity meets you		Yes Yes	No No
SPECIAL REMARKS			
	with Automatic Purchase Plan. Attach a voide quarter from the Contract on the day	ed check. (1 st – 28 th) of the month and deposit to my a	account.
	ble with Automatic Withdrawals. <u>Attach a void</u> arter from my account on the day <i>(1</i>	<u>ed check</u> . st – 28 th) of the month and apply to my Cor	ntract.
	npleted if a protected lifetime income benount allocation quarterly semi	efit (PLIB) is purchased. -annually annually on the day	,
	the rider is purchased. Not available if a	now or use RightTime® to purchase a ric any Owner or Annuitant is younger than a	
	e if any Owner or Annuitant is age 76 or ue Maximum Quarterly Va		
	RES - Not Required. Select the options	•	

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VARIABLE ANNUITY APPLICATION

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PROTECTIVE LIFE AND ANNUITY INSURANCE COMPANY

Home Office: Birmingham, Alabama

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PRODUCER REPORT - This section <u>must</u> be completed and signed To the best of your knowledge and belief Does this annuity change or replace an existing annuity contract or Does the applicant have any existing annuity contract or life insurant	life insurance policy?	ued. _ Yes No _ Yes No
This annuity is suitable based on information I obtained from the apand tax status, investment objectives, and other relevant information		pplicant's financial
Producer Remarks:		
Type of unexpired government issued photo I.D. used to verify applican	t's identity:	_ #
I certify that I have truly and accurately recorded on this application	the information provided to me by the ap	pplicant.
Signature:	Print Name:	
Producer #	Brokerage:	
Florida License # (if applicable)	Phone #	

Protective Life Insurance Company ¹
West Coast Life Insurance Company ¹
Protective Life and Annuity Insurance Company
P.O 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:	Dwner's Name: Annuitant's Name:			
Contract Number:		Owner's SSN/TIN:		
if non-material owner) contingent beneficiari	unless instructed otherwise. If es equally unless instructed oth	proceeds will be paid equally to all primary beneficiaries surviving all primary beneficiaries have predeceased the owner, proceeds berwise. If there are no surviving beneficiaries, proceeds will be particular.	will be paid to the	named
BENEFICIARY INFO				
Beneficiary Type:		Social Security Number:		
(select one)	Address:			
☐ Primary		Telephone Number:		
■ Contingent		(select one) ☐ Spouse ☐ Non-spouse		
Beneficiary Type:		Social Security Number:		
(select one)	Address:	Talanhana Musahan		
☐ Primary ☐ Contingent		Telephone Number:		
☐ Contingent		(select one) ☐ Spouse ☐ Non-spouse		
Beneficiary Type:		Social Security Number:		
(select one) □ Primary	Address:	Tolophono Number		
☐ Contingent		Telephone Number: Non spouse		
Beneficiary Type:		(select one) ☐ Spouse ☐ Non-spouse Social Security Number:		
(select one)				
□ Primary	Date of Birth	Telephone Number:		
☐ Contingent		(select one) ☐ Spouse ☐ Non-spouse		%
Beneficiary Type:		Social Security Number:		
(select one)				
□ Primary		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:	%
SPECIAL INSTRUCT	TIONS:			
SIGNATURES:				
Owner's Name (pleas	se print)	Owner's Signature	 Date	
Simol o Hamo (piodo	/	2o. o org.nata.o	2410	
Joint Owner's Name ((please print)	Joint Owner's Signature	 Date	

Disclosure Statement for Guaranteed Lifetime Withdrawal Benefit Riders Supported by Mutual Funds employing Volatility Management Strategies

As an owner of a variable annuity contract that contains a guaranteed lifetime withdrawal benefit rider, we wanted to call your attention to an investment strategy that is utilized by certain mutual funds that are available under your contract. For owners who have elected the guaranteed lifetime withdrawal benefit rider, this investment strategy may not be aligned with your goals and expectations under the rider and you should carefully evaluate with your financial advisor whether to invest in funds with this strategy, taking into consideration the potential impact, discussed below, that this strategy may have on your guaranteed lifetime withdrawal benefit. We have identified the funds that employ these strategies and included them in the listing that follows.

- Goldman Sachs Global Trends Allocation
- Invesco Balanced Risk Allocation Portfolio
- Legg Mason Dynamic Multi-Strategy Portfolio
- PIMCO Global Diversified Allocation Portfolio

What is a volatility management strategy?

This strategy is used as a risk mitigation tool. It seeks to provide returns that are less volatile over full market cycles to help reduce your concerns about staying in the market to achieve your retirement income goals. Based on an analysis of risks present in the fund, the investment manager may make adjustments to the fund's exposure to certain equity asset classes. For example, when anticipated market volatility is expected to be higher, equity exposure is reduced. When anticipated volatility is expected to be lower, equity exposure is increased. In general, the strategy seeks to minimize the effects of adverse equity market conditions, mitigate both extreme losses and outsized gains, and improve returns through lower volatility. While designed to smooth out the performance of the funds, there is no guarantee that the funds' strategy will be successful in managing portfolio volatility. This risk management strategy could also limit the upside participation of the fund in strong, increasing markets.

How will the volatility management strategy affect my guaranteed living benefits?

Your guaranteed lifetime withdrawal benefit rider provides minimum guarantees in the form of withdrawals if you meet certain conditions. You pay an additional charge for your rider, which in part pays to protect your guaranteed withdrawals from decreasing even if there are downturns in the market. Since your withdrawal benefit cannot decrease as a result of declines in the market, a volatility management strategy may, under certain market conditions, provide little or no additional benefit to you under the rider. These risk management strategies could limit the upside participation of the fund in strong, increasing markets resulting in your account value rising less than would have been the case without this strategy. This may result in lower guaranteed lifetime withdrawal benefits. Any negative impact to the underlying funds as a result of the risk management strategies may limit contract values, which in turn may limit your ability to achieve step-ups of the benefit base under your rider.

Prepared by the

NAIC

NATIONAL ASSOCIATION OF INSURANCE COMMISSIONERS

The National Association of Insurance Commissioners is an association of state insurance regulatory officials.

This association helps the various insurance departments to coordinate insurance laws for the benefit of all consumers.

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PROTECTIVE LIFE INSURANCE COMPANY (PLICO)¹
PROTECTIVE LIFE AND ANNUITY INSURANCE COMPANY (PLAIC)

¹ Not authorized in New York

NAIC BUYER'S GUIDE FOR 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 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.

Revised 2013

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One New York Plaza, Suite 4210 New York, NY 10004 212.398.9000

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WHAT IS AN ANNUITY?

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

When Annuities Start to Make Income Payments

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

How Deferred Annuities Are Alike

There are ways that most deferred annuities are alike.

- They have an accumulation period and a payout period. During the accumulation period, the value of your
 annuity changes based on the type of annuity. During the payout period, the annuity makes income payments
 to you.
- They offer a basic death benefit. If you die during the accumulation period, a deferred annuity with a basic death benefit pays some or all of the annuity's value to your survivors (called beneficiaries) either in one payment or multiple payments over time. The amount is usually the greater of the annuity account value or the minimum guaranteed surrender value. If you die after you begin to receive income payments (annuitize), your chosen survivors may not receive anything unless: 1) your annuity guarantees to pay out at least as much as you paid into the annuity, or 2) you chose a payout option that continues to make payments after your death. For an extra cost, you may be able to choose enhanced death benefits that increase the value of the basic death benefit.
- 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 FINRA¹ as a representative of a broker/dealer that's a FINRA member. In
 some states, the state securities department also must license a person selling a variable annuity.

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

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.

- 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 <u>do</u> 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 <u>"Fixed Deferred Indexed Formulas"</u> 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 <u>if</u> the index goes down over that period, zero interest is added to your annuity. Then your annuity value won't go down as long as you don't withdraw the money.

When you buy an indexed annuity, you aren't investing directly in the market or the index. Some indexed annuities offer you more than one index choice. Many indexed annuities also offer the choice to put part of your money in a

fixed interest rate account, with a rate that won't change for a set period.

Fixed Deferred Indexed Formulas

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

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

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

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

Variable Annuities

Money in a variable annuity earns a return based on the performance of the investment portfolios, known as "subaccounts," where you choose to put your money. Your investment choices likely will include subaccounts with different types and levels of risk. Your choices will affect the return you earn on your annuity. Subaccounts usually have no guaranteed return, but you may have a choice to put some money in a fixed interest rate account, with a rate that won't change for a set period.

The value of your annuity can change every day as the subaccounts' values change. If the subaccounts' values increase, your annuity earns money. But there's no guarantee that the values of the subaccounts will increase. If the subaccounts' values go down, you may end up with less money in your annuity than you paid into it.

An insurer may offer several versions of a variable deferred annuity product. The different versions usually are identified as **share classes**. The key differences between the versions are the fees you'll pay every year you own the annuity. The rules that apply if you take money out of the annuity also may be different. Read the prospectus carefully. Ask the annuity salesperson to explain the differences among the versions.

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.

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 Insurers Determine Indexed Interest

<u>Participation Rate</u>: 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.

<u>Cap Rate</u>: 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%.

<u>Spread Rate</u>: 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.

How Annuities Make Payments

<u>Annuitize</u>: 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.

<u>Full Withdrawal</u>: You can withdraw the cash surrender value of the annuity in a lump sum payment and end your annuity. *You' Il 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.

<u>Partial Withdrawal</u>: 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.

<u>Living Benefits for Fixed Annuities</u>: 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.

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 of 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.

Mortality and expense (M&E) risk charge: A fee charged on *variable annuities*. It's a percentage of the account value invested in subaccounts.

Underlying fund charges: Fees and charges on a *variable* annuity's subaccounts; may include an investment management fee, distribution and service (12b-1) fees, and other fees.

<u>Living Benefits for Variable Annuities</u>: Variable annuities may offer a benefit at an extra cost that guarantees you a minimum account value, a minimum lifetime income, or minimum withdrawal amounts regardless of how your subaccounts perform. See <u>"Variable Annuity Living Benefit Options"</u> below. Check your contract and disclosure or prospectus or ask your annuity salesperson about these options.

Variable Annuity Living Benefit Options

Guaranteed Minimum Accumulation Benefit (GMAB): Guarantees your account value will equal some percentage (typically 100%) of premiums less withdrawals, at a set future date (for example, at maturity). If your annuity is worth less than the guaranteed amount at that date, your insurance company will add the difference.

Guaranteed Minimum Income Benefit (GMIB): Guarantees a minimum lifetime income. You usually must choose this benefit when you buy the annuity and must annuitize to use the benefit. There may be a waiting period before you can annuitize using this benefit.

Guaranteed Lifetime Withdrawal Benefit (GLWB): Guarantees you can make withdrawals for the rest of your life, up to a set maximum percentage each year.

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 59%.

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 <u>may</u> 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 <u>or</u> 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 <u>or</u> 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 horizons?
- 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 the annuity's fees, charges, and adjustments?
- Is there a limit on how much I can take out my annuity each year without paying a surrender charge? Is there a limit on the <u>total</u> 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 Company¹
West Coast Life Insurance Company¹
Protective Life and Annuity Insurance Company

Post Office Box 1928 / Birmingham, AL 35201-1928

Toll Free: 800-456-6330 / Fax: 205-268-6479

DCA Allocation, Portfolio Rebalancing, Telephone Authorization

☐ End Portfolio Rebalancing

Owner's Name:		Contract Number:
Accounts. The maximum number of a maximum number of months available not be available at all times or in all st Contracts with a SecurePay rider must Restrictions. If they elect to stop their	months available for transfers for transfers from the DCA For tates. Funds are available for a stallocate DCA transfers according to DCA, any remaining money is ocation instructions not consist.	include any of the Dollar Cost Averaging Fixed from the DCA Fixed Account 1 is 6 months. The ixed Account 2 is 12 months. All funds may allocations from any of the DCA Accounts. In the DCA Fixed Account must also be tent with these Allocation Guidelines and thus for complete details.
☐ Begin Dollar Cost Averaging	on (1st - 28t	h)
☐ Monthly from DCA Fixed A	ccount 1 for	(1 - 6) months
☐ Monthly from DCA Fixed A	ccount 2 for	(7 - 12) months
☐ Monthly transfers of \$	from the	investment option for months.
Transfer to: (Total must equa		
% to	% to	% to
		% to
	Please stop my participation in	the DCA program and transfer the remaining
% to	% to	% to
% to	% to	% to
variable investment options. Guarante	eed/General Accounts do not p t rebalance at least annually. In for the variable account value	f no selection is made, we will rebalance
recommening should occur.	☐ Semi-Annually	
	☐ Annually	

Page 1 of 2

TELEPHONE TRANSFER AUTHO or expense for acting on telephone instr		Company will not be held liable for	r any loss, liability, cost
☐ I / We authorize the Company to the investment options.	honor telephone ins	tructions from the Owner to transf	er account values among
☐ I / We authorize the Company to account values among the investr	*	tructions from the Registered Repo	resentative to transfer
SIGNATURES - By signing below I / understand that I / we may cancel or ch		1 7	
Owner's Signature	Date	Joint Owner's Signature	Date

Protective Life and Annuity Insurance Company ²

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

LAD-1215 Rev: 02.24

OUT-OF-STATE VERIFICATION

	pplication State" is the state where the owner signs the application and where the contract is solicited and delivered. SSN/TIN:
	nnuitant Name: SSN:
1.	REASON FOR EXCEPTION (Select one.)
	The applicant has a residence address in the state where the product is being solicited.
	The applicant works or has a business address in the state where the product is being solicited.
	The applicant is an existing customer, or the producer has an existing relationship with the owner in the state where the product is being solicited.
	The applicant is a relative of the producer who is licensed in the state where the product is being solicited.
	The owner is not the annuitant, and the application was signed in the annuitant's state of residence.
	This sale is to a New York resident and complies with New York laws for issuing contracts in a non-resident state.
2.	ACKNOWLEDGEMENT AND SIGNATURE
In	connection with the above referenced application, the undersigned acknowledges and affirms:
Α.	All communications, solicitation and negotiation of the application occurred in the Application State.
В.	The application was signed by the owner and the producer in the Application State.
C.	The owner will take delivery of the contract issued in the Application State.
D.	The applicable Insurer will rely on this verification in issuing a contract under the application.
E.	I am properly licensed and appointed in the state where the applicant/owner has a resident address. (Please check with your agency or state laws to see if dual registration is required.)
F.	I am also properly licensed and appointed in the state where the solicitation was made, the application was taken, and where the contract will be delivered.
G.	I have advised the applicant/owner of the differences (if any) between the product as approved in the applicant's/owner's primary state of residence or place of business, and the product as approved in the state of solicitation, execution of application and contract issue.
	eby represent and warrant to the Company that, after conducting a reasonable inquiry into the validity of the representations set forth herein, epresentations set forth herein are true and correct to the best of my knowledge.
Prod	ucer Signature: Date:

¹Not authorized in New York

² Authorized to sell in New York

Request for Transfer or Exchange of Assets

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

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:	Attr	Box 10648 n: 3-1 Annuity New Business mingham, AL 35202-0648	Overnight Address	s: 2801 Highway 280 Attn: 3-1 Annuity N Birmingham, AL 3	lew Business

Protective Life and Annuity Insurance Company P.O. Box 10648, Birmingham, AL 35202-0648 Telephone: 1-800-456-6330

Fax: 1-205-268-3151

GENERAL AGENT INSTRUCTIONS FOR REGULATION 60 APPLICATIONS

Regulation 60 establishes the requirements regarding New York Replacements of life insurance and annuities. Producers are obligated to comply with the regulation when proposing and submitting new business.

The purpose of Regulation 60 is to:

- (a) To implement the New York Insurance Law of New York by regulating the acts and practices of insurers, insurance agents, insurance brokers, and other licensees of the Department of Financial Services department with respect to the internal and external replacement of life insurance policies and annuity contracts; and
- (b) To protect the interest of the public by establishing minimum standards of conduct to be observed in the replacement and proposed replacement of life insurance policies and annuity contracts; by making available full and clear information on which an applicant for life insurance or annuities can make a decision in his or her own best interest by reducing the opportunity for misrepresentation and incomplete comparison in replacement situations (commonly referred to as twisting); and by precluding unfair methods of competition and unfair practices.

New York's Replacement Regulation 60 sets forth the procedures and forms which are required for any new life insurance or annuity application to be purchased and delivered, or issued for delivery, in the state of New York, where it is known that as a part of the transaction, existing life insurance policies or annuity contracts are likely to be, or have been, replaced by a proposed life insurance policy or annuity contract, to include:

- 1) lapsed, surrendered, partially surrendered, forfeited, assigned to the insurer replacing the life insurance policy or annuity contract, or otherwise terminated;
- changed or modified into paid-up insurance; continued as extended term insurance or under another form of nonforfeiture benefit; or otherwise reduced in value by the use of nonforfeiture benefits, dividend accumulations, dividend cash values or other cash values;
- 3) changed or modified so as to effect a reduction either in the amount of the existing life insurance or annuity benefit or in the period of time the existing life insurance or annuity benefit will continue in force:
- 4) reissued with a reduction in amount such that any cash values are released, including all transactions wherein an amount of dividend accumulations or paid-up additions is to be released on one or more of the existing policies;
- 5) assigned as collateral for a loan or made subject to borrowing or withdrawal of any portion of the loan value, including all transactions wherein any amount of dividend accumulations or paid-up additions is to be borrowed or withdrawn on one or more existing policies; or
- 6) continued with a stoppage of premium payments or reduction in the amount of premium paid.

The following provides you with the <u>forms</u>, <u>instructions</u> and <u>procedures</u> necessary to ensure a correct application package and quality issuance of the contract.

Required Forms -

Note: Please verify that all forms are accurately completed. Incomplete forms, or forms missing signatures, dates, etc. will delay issue.

- 1. **Definition of Replacement** LAD-1226-NY (1 pg.)
- 2. Notice to Insurer of Proposed Replacement LAD-1110-NY (2 pgs.)
- 3. Important Notice Regarding Replacement or Change of Life Insurance Policies or Annuity Contracts LAD-1255-NY (2 pgs.)
- 4. **Disclosure Statement** LAD-1254-NY (5 pgs.)

Website Instructions -

- 1) Log on to www.myprotective.com.
- 2) Click on MARKETING RESOURCES AND TOOLS.
- 3) Click on Forms & Applications.

Agent Procedures -

• To determine if a replacement exists, prior to taking the application/ticket, review the **Definition of Replacement** (LAD-1226-NY) form with the applicant.

Definition of Replacement (LAD-1226-NY)

- a. This form must be completed and signed by the applicant and agent for <u>every</u> application taken in the state of New York, <u>even when no replacement is involved</u>.
- b. Leave a signed copy of the **Definition of Replacement** form with the applicant for the applicant's records.
- c. This form must be received at Protective with the application, *completed and signed* on or before the application signature date.
- d. If your client answers "Yes" to any of the **Definition of Replacement** questions, a replacement has occurred or is likely to occur.
- Where a replacement is identified, please provide the following:
 - 1. Notice to Insurer of Proposed Replacement (LAD-1110-NY)
 - a. This form serves as authorization for Protective to obtain the existing policy information from the existing insurer necessary to complete the **Disclosure Statement**.
 - b. List any sales material, including form name and number, and submit a copy of any proposal used in the sale of the proposed life insurance policy or annuity contract.
 - c. The **Notice to Insurer of Proposed Replacement** form must be completed and signed by the existing policy/contract owner(s) <u>only</u> when there is existing coverage being replaced.

- 2. Important Notice Regarding Replacement or Change of Life Insurance Policies or Annuity Contracts (LAD-1255-NY)
 - a. The **Important Notice** form must be completed <u>only</u> when there is existing coverage being replaced.
 - b. This form must be received at Protective with the application, completed and signed by the applicant on or before the application signature date.
 - c. Leave a signed copy of the **Important Notice** form with the applicant for the applicant's records.

3. **Disclosure Statement** (LAD-1254-NY)

- a. This form is only required when there is existing coverage being replaced.
- b. Protective will provide you with a partially completed **Disclosure Statement** containing information received from the existing insurer, along with the proposed policy/contract values.
- c. Upon receipt of the **Disclosure Statement**, you must:
 - Review all pages of the Disclosure Statement for accuracy and completeness
 - Complete the *Agent/Broker's Statement* with detailed responses regarding your recommendation to replace an existing policy or contract
 - Verify if sales material was used by checking the appropriate box
 - Sign and date the form
- d. The **Disclosure Statement** must be received completed and signed <u>prior to policy/contract issuance</u>. If not, the policy/contract issue will be delayed.

<u>Important Reminders</u> -

- ✓ Submit to Protective, with the application, a list of all policies/contracts proposed to be replaced along with a copy of the sales material, including the proposal, used in the sale of the life insurance policy or annuity contract.
- ✓ Please verify that the items above are received as indicated to avoid policy/contract issue delays.
- ✓ Once completed documents are received, reviewed and processed, the policy/contract and supporting documents will be sent to you or your client, as prescribed by your firm or the arrangement with Protective.

APPENDIX 11

DEPARTMENT OF FINANCIAL SERVICES OF THE STATE OF NEW YORK DEFINITION OF REPLACEMENT

IN ORDER TO DETERMINE WHETHER YOU ARE REPLACING OR OTHERWISE CHANGING THE STATUS OF EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS, AND IN ORDER TO RECEIVE THE VALUABLE INFORMATION NECESSARY TO MAKE A CAREFUL COMPARISON IF YOU ARE CONTEMPLATING REPLACEMENT, THE AGENT OR BROKER IS REQUIRED TO ASK YOU THE FOLLOWING QUESTIONS AND EXPLAIN ANY ITEMS THAT YOU DO NOT UNDERSTAND.

	PART OF YOUR PURCHASE OF A NEW LIFE INSURANCE POLICY OR A NEW ANNUITY ITRACT, HAS EXISTING COVERAGE BEEN, OR IS IT LIKELY TO BE:
(1)	APSED, SURRENDERED, PARTIALLY SURRENDERED, FORFEITED, ASSIGNED TO THE NSURER REPLACING THE LIFE INSURANCE POLICY OR ANNUITY CONTRACT, OR DTHERWISE TERMINATED?
	YES NO
(2)	CHANGED OR MODIFIED INTO PAID-UP INSURANCE; CONTINUED AS EXTENDED TERM
	NSURANCE OR UNDER ANOTHER FORM OF NONFORFEITURE BENEFIT; OR OTHERWISE REDUCED IN VALUE BY THE USE OF NONFORFEITURE BENEFITS, DIVIDEND ACCUMULATIONS, DIVIDEND CASH VALUES OR OTHER CASH VALUES?
	YESNO
(3)	CHANGED OR MODIFIED SO AS TO EFFECT A REDUCTION EITHER IN THE AMOUNT OF THE EXISTING LIFE INSURANCE OR ANNUITY BENEFIT OR IN THE PERIOD OF TIME THE EXISTING LIFE INSURANCE OR ANNUITY BENEFIT WILL CONTINUE IN FORCE?
	YES NO
(4)	REISSUED WITH A REDUCTION IN AMOUNT SUCH THAT ANY CASH VALUES ARE RELEASED,
	NCLUDING ALL TRANSACTIONS WHEREIN AN AMOUNT OF DIVIDEND ACCUMULATIONS OR PAID-UP ADDITIONS IS TO BE RELEASED ON ONE OR MORE OF THE EXISTING POLICIES? YES NO
(5)	ASSIGNED AS COLLATERAL FOR A LOAN OR MADE SUBJECT TO BORROWING OR WITHDRAWAL OF ANY PORTION OF THE LOAN VALUE, INCLUDING ALL TRANSACTIONS WHEREIN ANY AMOUNT OF DIVIDEND ACCUMULATIONS OR PAID-UP ADDITIONS IS TO BE BORROWED OR WITHDRAWN ON ONE OR MORE EXISTING POLICIES?
,_,	YESNO
(6)	CONTINUED WITH A STOPPAGE OF PREMIUM PAYMENTS OR REDUCTION IN THE AMOUNT OF PREMIUM PAID?
	YESNO
DE AN RE CO	OU HAVE ANSWERED YES TO ANY OF THE ABOVE QUESTIONS, A REPLACEMENT AS INED BY NEW YORK INSURANCE REGULATION 60 HAS OCCURRED OR IS LIKELY TO OCCUR YOUR AGENT OR BROKER IS REQUIRED TO PROVIDE YOU WITH THE IMPORTANT NOTICE SARDING REPLACEMENT OR CHANGE OF LIFE INSURANCE POLICIES OR ANNUITY ITRACTS. YOU WILL ALSO RECEIVE A COMPLETED DISCLOSURE STATEMENT NO LATER IN THE TIME YOUR NEW POLICY OR NEW CONTRACT IS DELIVERED.
Da	e: Signature of Applicant:
Da	e: Signature of Applicant:
ТО	THE BEST OF MY KNOWLEDGE, A REPLACEMENT IS INVOLVED IN THIS TRANSACTION: YESNO
Da	e: Signature of Agent or Broker:

Protective Life and Annuity Insurance Company P.O. Box 10648, Birmingham, AL 35202-0648 Telephone: 1-800-456-6330

Fax: 1-205-268-3151

NOTICE TO INSURER OF PROPOSED REPLACEMENT - ANNUITY

Date:					
EXISTING POLICY/CONTRACT INFORMATION					
Company Name: (Please complete a separate form for each company)					
Policy/Contract Type:	☐ Life Insurance ☐ Annuity	☐ Life Insurance ☐ Annuity	□ Life Insurance □ Annuity		
Policy/Contract #:					
Policy/Contract Owner	(s):				
Payout Type/Incom	ferred Annuity to Immed e Option Selected <i>(for ex</i>				
Payout Type/Incom	e Option:				
	NT INFORMATION - PRO	POSED POLICY/CONTR	ACT		
Name of Agent:					
Address: (Street, City, S	State and Zip Code)				
Telephone Number:	Telephone Number: Fax Number:				
SALES MATERIAL					
List all sales material used in this sale, including form name and form number. For variable products, list any sales material used in addition to the prospectus. Please enter None if no sales materials were used.					
FORM N	NAME:	FORM NU	MBER:		
	PROP				
Indicate if a proposal was used in this sale. If Yes, please submit a copy of the proposal with this form.					
	□ Yes □ No				

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- 1. Please be advised that the policy/contract owner is considering replacing the policy(ies)/contract(s) listed above. The policy/contract owner authorizes the insurer to release the information needed for completing the New York State LICONY Disclosure Statement, LICONY Appendix 10B, attached. In accordance with the New York State Department of Financial Services Regulation 60, it is required that this information be furnished within twenty (20) days to:
 - The agent named above
 - PROTECTIVE LIFE AND ANNUITY INSURANCE COMPANY
 - The agent of record of the existing policy and/or contract

2. PLEASE NOTE:

- If a Deferred Annuity to Immediate Annuity replacement is indicated on page 1 of this form, you must provide the information required to complete page 3b of the LICONY Appendix 10B – Disclosure Statement.
- If the existing annuity includes any Guaranteed Living Benefits (GLB's), you must include the information required to complete page 3a of the LICONY Appendix 10B

 Disclosure Statement.
- 3. Please forward this information to:

PROTECTIVE LIFE AND ANNUITY INSURANCE COMPANY

Fax: 1-205-268-3151 or email to Annuities@Protective.com

This authorization is valid until revoked by the undersigned in writing.

Policy/Contract Owner's Signature	Joint Policy/Contract Owner's Signature
Policy/Contract Owner's Name (Printed)	Joint Policy/Contract Owner's Name (Printed)
Street Address	Street Address
City, State and Zip Code	City, State and Zip Code

APPENDIX 10C DEPARTMENT OF FINANCIAL SERVICES OF THE STATE OF NEW YORK

IMPORTANT NOTICE REGARDING REPLACEMENT OR CHANGE OF LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS

THIS NOTICE IS FOR YOUR BENEFIT AND REQUIRED BY 11 NYCRR PART 51 (INSURANCE REGULATION 60)

YOU ARE CONTEMPLATING THE PURCHASE OF A LIFE INSURANCE POLICY OR ANNUITY CONTRACT IN CONNECTION WITH THE SURRENDER, LAPSE OR CHANGE OF EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS. THE AGENT OR BROKER IS REQUIRED TO GIVE YOU THIS NOTICE. A SIGNED DISCLOSURE STATEMENT WILL ALSO BE PROVIDED TO YOU CONTAINING THE SUMMARY RESULT COMPARISON FOR THE NEW LIFE INSURANCE POLICY OR ANNUITY CONTRACT AND ANY LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS TO BE CHANGED THAT SETS FORTH THE FACTS OF THE TRANSACTION AND ITS ADVANTAGES AND DISADVANTAGES TO YOU. YOUR DECISION COULD BE A GOOD ONE – OR A MISTAKE – SO MAKE SURE YOU UNDERSTAND THE FACTS. YOU SHOULD:

- 1. CAREFULLY STUDY THE DISCLOSURE STATEMENT, WHICH INCLUDES A SUMMARY RESULT COMPARISON, UNTIL YOU ARE SURE YOU UNDERSTAND FULLY THE EFFECT OF THE TRANSACTION. THE DISCLOSURE STATEMENT IS REQUIRED TO BE PROVIDED TO YOU NO LATER THAN UPON DELIVERY OF THE POLICY OR CONTRACT.
- 2. ASK THE COMPANY, AGENT OR BROKER FROM WHOM YOU BOUGHT YOUR EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS TO REVIEW WITH YOU THE TRANSACTION. YOU MAY BE ABLE TO EFFECT THE CHANGES YOU DESIRE MORE ADVANTAGEOUSLY WITH THEM.
- CONSULT YOUR TAX ADVISOR. THERE MAY BE UNFAVORABLE TAX IMPLICATIONS
 ASSOCIATED WITH THE CONTEMPLATED CHANGES TO YOUR EXISTING LIFE
 INSURANCE POLICIES OR ANNUITY CONTRACTS.

As a general rule, it is often not advantageous to drop or change existing coverage in favor of new coverage, whether issued by the same or a different insurance company. Some of the reasons it may be disadvantageous are:

- The amount of the annual premium under an existing life insurance policy may be lower than that called for by a new life insurance policy having the same or similar benefits. Any replacement of the same type of policy will normally be at a higher premium rate based upon the insured's then attained age.
- 2. Since the initial costs of a life insurance policy are charged against the cash value increases in the earlier life insurance policy years, the replacement of an old life insurance policy by a new one results in the policyholder sustaining the burden of these costs twice. Annuity contracts usually contain provisions for surrender charges, therefore a replacement involving annuity contracts may result in the imposition of surrender charges.
- 3. The incontestable and suicide clauses begin anew in a new life insurance policy. This could result in a claim being denied under the new life insurance policy that would have been paid under the life insurance policy that was replaced.

- 4. An existing life insurance policy or annuity contract often has more favorable provisions than a new life insurance policy or annuity contract in areas such as loan interest rate, settlement options, disability benefits and tax treatment.
- 5. There may have been changes in your health since the purchase of the existing coverage.
- 6. The insurance company with which you have existing coverage can often make a desired change on terms that would be more favorable than if you replaced existing coverage with new coverage.

YOU HAVE THE RIGHT, WITHIN 60 DAYS FROM THE DATE OF DELIVERY OF A NEW LIFE INSURANCE POLICY OR ANNUITY CONTRACT, TO RETURN IT TO THE INSURER AND RECEIVE AN UNCONDITIONAL FULL REFUND OF ALL PREMIUMS OR CONSIDERATIONS PAID ON IT, OR IN THE CASE OF A VARIABLE OR MARKET VALUE ADJUSTMENT POLICY OR CONTRACT, A PAYMENT OF THE CASH SURRENDER BENEFITS PROVIDED UNDER THE POLICY OR CONTRACT, PLUS THE AMOUNT OF ALL FEES AND OTHER CHARGES DEDUCTED FROM GROSS CONSIDERATIONS OR IMPOSED UNDER THE LIFE INSURANCE POLICY OR ANNUITY CONTRACT, AND MAY HAVE THE RIGHT TO REINSTATE OR RESTORE ANY LIFE INSURANCE POLICIES AND ANNUITY CONTRACTS THAT WERE SURRENDERED, LAPSED OR CHANGED IN THE TRANSACTION TO THEIR FORMER STATUS TO THE EXTENT POSSIBLE AND IN ACCORDANCE WITH THE INSURER'S PUBLISHED REINSTATEMENT RULES TO THE EXTENT SUCH RULES ARE NOT INCONSISTENT WITH THE PROVISIONS OF 11 NYCRR PART 51 (INSURANCE REGULATION 60).

<u>IMPORTANT:</u> THIS RIGHT SHOULD <u>NOT</u> BE VIEWED AS REINSTATING OR RESTORING YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT TO THE SAME CONDITION AS IF IT HAD NEVER BEEN REPLACED. THERE MAY BE CONSEQUENCES IN REINSTATING OR RESTORING YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT, INCLUDING BUT NOT LIMITED TO:

- THE RIGHT TO REINSTATE OR RESTORE YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT APPLIES ONLY TO COMPANIES SUBJECT TO NEW YORK INSURANCE LAWS;
- YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT IS SUBJECT TO YOUR SPECIFIC COMPANY'S REINSTATEMENT RULES, WHICH MAY VARY FROM COMPANY TO COMPANY. THESE RULES MAY REQUIRE PAYMENT OF BOTH PREMIUM AND INTEREST; HOWEVER, YOU WILL NOT BE SUBJECT TO EVIDENCE OF INSURABILITY, OR A NEW CONTESTABLE OR SUICIDE PERIOD;
- YOU MAY NOT RECEIVE THE INTEREST OR INVESTMENT PERFORMANCE DURING THE PERIOD THE LIFE INSURANCE POLICY OR ANNUITY CONTRACT WAS REPLACED; AND
- THERE MAY BE UNFAVORABLE FEDERAL INCOME TAX CONSEQUENCES AS A RESULT OF THE REINSTATEMENT OF YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT.

<u>IMPORTANT:</u> IN THE CASE OF A VARIABLE OR MARKET VALUE ADJUSTMENT POLICY OR CONTRACT, THE VALUE OF THE POLICY OR CONTRACT MAY INCREASE OR DECREASE DURING THE 60 DAY PERIOD DEPENDING ON THE PERFORMANCE OF THE UNDERLYING INVESTMENTS, WHICH MAY AFFECT THE VALUE OF THE REFUND YOU RECEIVE.

I HEREBY ACKNOWLEDGE THAT I READ THE ABOVE "IMPORTANT NOTICE" AND HAVE RECEIVED A COPY OF SAME.

Date:	Signature of Applicant:
Date:	Signature of Applicant:

Protective Life Insurance Company¹ West Coast Life Insurance Company¹

Protective Life and Annuity Insurance Company

Pre-Determined Death BenefitPost Office Box 1928 / Birmingham, AL 35201-1928 **Payout Election Form**Toll Free: 800-456-6330 / Fax: 205-268-6479

Owner's Name: Contract Number: This election is made at the Owner's request. The company reserves the right to modify or disregard an election if necessary to comply with applicable laws and regulations in effect at the time of the Owner's death (or the Annuitant's death if there is a non-natural Owner). After we receive and acknowledge this form, a copy will be returned for the Owner's records. (Other options may be available. Contact us for special cases.) 1. Name of Beneficiary to whom this election applies. NOTE: This form does not change your current Beneficiary designation. The name below must match a Beneficiary designation or this election will have no legal effect. Date of Birth: Beneficiary Name: Address & Telephone No: Percentage: ____ Social Security No: Relationship: Contingent Primary Beneficiary Type: 2. The Beneficiary named may take up to % as a lump sum withdrawal immediately upon proof of death. (Whole percentages only) The balance will be paid as designated below. 3. Apply this option to the remaining portion of the death benefit payable to the Beneficiary named above: Payments guaranteed for years. (5 - 30 years)* Payments for a Fixed Amount \$. (Fixed amount payments may not be made for less than 5 years or more than 30 years.* The Company reserves the right to adjust the payment amount to meet these restrictions.) Payments for the Beneficiary's lifetime. Life with Cash Refund (not available with Single Premium Whole Life products) Life with Installment Refund (not available with Single Premium Whole Life products) Payments for the Beneficiary's lifetime and guaranteed for years. (5 - 30 years)* Semi-Annually 4. Payment Mode (Please select one): Monthly Ouarterly Annually * Payout period may not exceed the Beneficiary's life expectancy. If the selected payout period exceeds the Beneficiary's life expectancy, we will adjust the payout period to the longest allowable period. (If monthly payments are less than \$50, payments may be made quarterly, semi-annually or annually at the Company's option.) **SIGNATURES:** I / We request and authorize the Company to act on this election. I understand that neither the Beneficiary nor the Company can modify this election except the Company may modify or disregard this election if necessary to comply with any applicable law or regulation in effect at the time of Owner's death. Owner's Signature Date Spouse or Joint Owner's Signature Date Registrar Date Recorded **SIGNATURES:** I / We hereby cancel the election with respect to the Beneficiary named above. I / We understand this cancellation removes any pre-determined death benefit payout option election made for this Beneficiary prior to the date entered next to my / our signature below and that a new election may now be made on a new form. Date Owner's Signature Spouse or Joint Owner's Signature Date Date Recorded Registrar

Protective Life Insurance Company¹
West Coast Life Insurance Company¹
Protective Life and Annuity Insurance Company

Toll Free: 800-456-6330 / Fax: 205-268-6479

Post Office Box 1928 / Birmingham, AL 35201-1928

Telephone Withdrawal Authorization

Owner's Name: Contract Number: **SECURITY** - Checks issued for withdrawals requested over the telephone will always be made payable to the owner and mailed to the owner's address according to our records. Requests on contracts owned jointly may be made by either owner, and will be made payable to both owners, if owners share a common address of record. A party with Power of Attorney (POA) will be allowed to make a request as an owner. Requests on custodial accounts must come from the broker of record, and checks will be made payable to and mailed to the broker / dealer. We will verify your date of birth and social security (or tax id) number prior to processing a withdrawal request. We may adopt other procedures to confirm that telephone instructions are genuine. We will not be liable for losses or expenses arising from telephone instructions reasonably believed to be genuine. 1. We must receive this signed form before we will honor a telephone withdrawal request. 2. Telephone withdrawals are allowed from fixed, indexed and variable annuities, and may be subject to a surrender charge and / or a market value adjustment, according to the terms of your contract. 3. The maximum telephone withdrawal is 25% of your current contract value up to \$50,000.00. The allowable withdrawal may be further limited according to the minimum required remaining contract value, if applicable, as described in your contract. 4. Withdrawals from your annuity contract will be taken pro-rata from the investment options unless otherwise specified. 5. Full surrenders must be requested in writing. 6. Automatic withdrawals must be requested in writing, and may not be available on all products. 7. Brokers / Agents are not authorized to make a telephone withdrawal requests on behalf of an owner unless the broker / agent is the owner and custodian. 8. For contracts with a SecurePay rider, an Excess Withdrawal during the Benefit Period may significantly reduce or eliminate the value of the SecurePay benefit. **REVOCATION** - We reserve the right to modify, suspend, or terminate telephone withdrawal privileges at any time without notice on an individual case basis. **ELECTION:** ☐ I/We wish to authorize telephone withdrawals. I/we have read and agree to the terms and conditions specified on this form. ☐ I / We wish to revoke telephone withdrawals.

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IMPORTANT FOR WITHDRAWAL OR SURRENDER REQUESTS FROM A CONTRACT INVOLVED IN A TAX-FREE PARTIAL EXCHANGE UNDER INTERNAL REVENUE SECTION 1035.

Please consult your tax advisor about whether a withdrawal from, or surrender of, a contract involved in partial exchange could cause the exchange to be treated as a taxable distribution or have other adverse federal income tax consequences.

For Contracts Involved in a Partial Exchange on or after October 24, 2011

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.

Federal and State Tax Withholding

If you are not a United States citizen and you are also not a resident of the United States, then please provide to us with this form your IRS Form W-8. If you meet these criteria (not a US citizen and also not a US resident), then this section does not apply to you. The Company will determine the appropriate amount of federal tax withholding based on the information in your W-8. In most situations the Company is not required to withhold federal taxes. State tax withholding will not be applicable. You may skip to the signature section of this form.

The Company may be required to withhold income taxes on a payment to you. If below you elect to not have taxes withheld, then when you file your tax returns there is a possibility that you will owe more money than if you choose below to have taxes withheld. Each year-end we will report to you on an appropriate IRS form 1099R any taxes that we withheld during that year. Taxes withheld count as part of your total taxes paid when you file your tax returns.

Regarding federal taxes, you may not choose below <u>Do not withhold</u> if the payment will be made to an address (or to an account) in a foreign country. Furthermore, in certain situations a payment from your contract or policy is subject to an additional 10% tax when you file your federal tax return.

Regarding state taxes, some states require that withholding be done at a certain minimum rate. If below you do not make any tax withholding choices, or if your choice below is inconsistent with these rules, then in general the Company is required to choose for you instead a certain minimum rate of state tax withholding.

Please make your tax withholding choices below in the section that is applicable to your policy. You may change at any time the choices that you make below. Your choices will remain in effect until you notify us that you want to change them.

1)	Tax Withholding for IRA's, Non-Qualifie	d Annuities and Life insur	ance policies Only		
	a. Federal income taxes ☐ Withhold 10%	□ Withhold \$	or	_%	☐ Do not withhold
	•	or%	☐ Withhold as requ	ired by my state	☐ Do not withhold
2)	Tax Withholding for 401(k), 403(b), or 4	57 Annuities Only			
	a. Federal income taxes ☐ Withhold 20%	□ Withhold \$	or	_% (cannot be less	than 20%)
	b. State income taxes U Withhold \$	or%	☐ Withhold as requi	red by my state	☐ Do not withhold

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Social Security Number (SSN) or Taxpayer Ident This section applies to you if you are either 1) a US following space please enter your Social Security N	citizen, or 2) not a	、 , US citizen but are a resident of the US. If you ar	re either, then in the a SSN but instead	
following space please enter your Social Security N have a Taxpayer Identification Number (TIN), then μ	olease enter your T	IN		
 am subject to backup withholding due to fa subject to backup withholding. I am a US Citizen or a US resident alien. (This statement only applies to entities. If y 	ilure to report all int ou are an individua making a certificatio	pt from backup withholding, (b) I have not been rerest and dividends, or (c) the IRS has notified mal, then this statement does not apply to you. If you regarding this statement.) The FATCA codes	ne that I am no longer ou are an individual, then	
You should strike through above any of the first thre payments to you if you are subject to backup withhou	e statements that colding.	do not apply to you. The Company is required to	withhold taxes on certain	
Your federal tax classification (if you are not an individual): ☐ Single-member LLC ☐ C Corporation or S Corporation ☐ Partnership		FATCA code(s): If you are an entity, then please enter your code(s) below. The IRS instructions (per the IRS web address below) explains these codes. If you are an individual, then you should not fill-in any codes below:		
☐ Trust/Estate ☐ LLC classified as a C Corporation or a S Corpor	ation	Exempt Payee Code:		
☐ LLC classified as Partnership ☐ Other (explain)		Exemption from FATCA Reporting Code (if any):		
Please consult your tax advisor regarding any quest this form, please provide the above for both signator www.IRS.gov/forms-instructions . Except if you have provided to us an IRS form W-8, for any above that you strike through). The IRS regucertifications do not extend to any of the Company's	ies. There are add when you sign this ulations that require	itional instructions regarding this substitute form form below you are making the tax-related certification as a US citizen or a non-citizen resident of the state of the stat	W-9 at cations above (except	
SIGNATURES:				
Owner's Signature	Date	Joint Owner's Signature	Date	
Irrevocable Beneficiary's Signature	Date			

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OWNER MUST COMPLETE AND SUBMIT APPROPRIATE TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION OR W-8 (Foreign Individual or Entity) WITH REQUEST. SEE BELOW FOR INFORMATION ON WHICH FORM TO COMPLETE

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION – OWNER IS:

- An individual who is a U.S. Citizen or U.S. resident alien
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7)

Other Important Information For U.S. Citizens – If you are a U.S. Citizen and reside outside of the United States, you may not elect out of Federal Withholding. We are required to withhold at least 10% federal withholding on the taxable income of any distribution.

W-8BEN Certificate of Foreign Status of Beneficial Owner for US Tax Withholding and Reporting – owner is:

 An individual that is not a U.S. citizen or U.S. resident alien and is not required to complete W-8BEN-E (for an entity); W-8ECI, 8233, or W-8IMY

The Taxpayer Identification Number and Certification has been included with this form request. Taxpayer Identification Number and Certification form and W-8BEN are also available on our forms site at www.myaccount.protective.com.

For any other applicable forms go to www.irs.gov. Consult your tax professional if neither of these situations pertain to you.

Protective Life and Annuity Insurance Company Protective Life Insurance Company Post Office Box 1928

Toll Free: 800-456-6330 / Fax: 205-268-6479

Birmingham, AL 35201-1928

SecurePay Benefit Election

Owner's Name: Contract Number: Instructions: I want to set my Benefit Election Setting the Benefit Election Date will initiate your contract's Benefit Period. Please refer to your Contract and Rider for details. I want to start my Partial Automatic Withdrawal I want to make a change to my existing Withdrawal I want to cancel my existing Withdrawal I want to take a One-Time Withdrawal in the amount of \$ **Payout Option:** Single Payout (based on the owner's life only) If single payout is elected, the covered person will be the single primary owner or the oldest joint owner. (based on the owner and spouse's life) Joint Payout If joint payout is elected please provide: Covered Person 1 Date of Birth SSN/Tax ID Covered Person 2 Date of Birth SSN/Tax ID Relationship to Owner If joint payout is elected and the owner is a Custodian, the sole primary beneficiary of the custodial account must be the spouse of the annuitant. Please verify this information before submitting the form. How much do you want: Send me the maximum annual withdrawal amount allowed I want my SecurePay Reserve included in my systematic withdrawal modal amount calculation Send me only \$_ Any Annual Withdrawal Amount (AWA) not taken during the year is cumulative from year to year, subject to the SecurePay Reserve limits described in your contract. If you begin taking your AWA at a point between contract anniversary dates, you may request a one-time withdrawal of the amount that is available from the most recent contract anniversary to the first withdrawal scheduled. Please check here if you want a one-time withdrawal of the amount available. Send me only the amount to satisfy my Required Minimum Distribution (RMD) for this contract. I understand that the RMD will be processed each year annually on December 20th or if this date falls on a weekend or holiday, the next business day. Complete the Federal Tax Withholding section to give us your withholding instructions. Please send to me the greater amount of either my Required Minimum Distribution (RMD) or the "Annual Withdrawal Amount (AWA)." When do you want it: __ Monthly ____ Quarterly ____ Semi-Annually ____ Annually Select One: mm/dd (select a date between the $1^{st} - 28^{th}$) Beginning Date: The begin date selected will be the date the withdrawal is processed. Please allow 3-5 business days for EFT to be received at your bank.

¹ Not authorized in New York

I understand that I am responsible for payment of federal income tax on the taxable portion of each withdrawal I receive, even if I choose not to have federal income tax withheld from my withdrawal. I also understand that if I don't specify the tax withholding I want before my payment date, 10% federal income tax and applicable state income tax will be withheld from the taxable portion of my withdrawals until I make a different election.

I want my funds sent electronically to my bank (EFT):

PLEASE ATTACH A VOIDED CHECK

Routing Number:	Bank Account Number:	

Federal and State Tax Withholding

If you are not a United States citizen and you are also not a resident of the United States, then please provide to us with this form your IRS form W-8. If you meet these criteria (not a US citizen and also not a US resident), then this section does not apply to you. The Company will determine the appropriate amount of federal tax withholding based on the information in your W-8. In most W-8 situations the Company is not required to withhold federal taxes. State tax withholding will not be applicable. You may skip to the signature section of this form.

The Company may be required to withhold income taxes on a payment to you. If below you elect to not have taxes withheld, then when you file your tax returns there is a possibility that you will owe more money than if you choose below to have taxes withheld. Each year-end we will report to you on an appropriate IRS form 1099R any taxes that we withheld during that year. Taxes withheld count as part of your total taxes paid when you file your tax returns.

Regarding federal taxes, you may not choose below <u>Do not withhold</u> if the payment will be made to an address (or to an account) in a foreign country. Furthermore, in certain situations a payment from your contract or policy is subject to an additional 10% tax when you file your federal tax return.

Regarding state taxes, some states require that withholding be done at a certain minimum rate. If below you do not make any tax withholding choices, or if your choice below is inconsistent with these rules, then in general the Company is required to choose for you instead a certain minimum rate of state tax withholding.

Please make your tax withholding choices below in the section that is applicable to your policy. You may change at any time the choices that you make below. Your choices will remain in effect until you notify us that you want to change them.

1)	Tax Withholding for IRA's and Non-Qualified Annuities Only		
	a. Federal income taxes Withhold 10% Withhold \$ or% Do not withhold	b. State income taxes Withhold \$ or Withhold as required by my state Do not withhold	%
2)	Tax Withholding for 401k, 403(b), or 457 Annuities Only		
	a. Federal income taxes	b. State income taxes	
	☐ Withhold 20%	Withhold \$ or	%
	Withhold \$or%	Withhold as required by my state	
	(cannot be less than 20%)	Do not withhold	

Social Security Number (SSN) or Taxpayer Identifica	tion Numbe	er (TIN)		
This section applies to you if you are either 1) a US citiz following space please enter your Social Security Numb a Taxpayer Identification Number (TIN), then please ent				
Under penalties of perjury, I certify that:				
 am subject to backup withholding due to failure subject to backup withholding. I am a U.S. Citizen or a U.S. resident alien. (This statement only applies to entities. If you a 	to report all re an individing a certific	empt from backup withholding, (b) I have not been interest and dividends, or (c) the IRS has notified regular, then this statement does not apply to you. If yetion regarding this statement.) The FATCA codes	ne that I am no longer you are an individual, then	
You should strike through above any of the first three stapes payments to you if you are subject to backup withholding	atements tha J.	It do not apply to you. The Company is required to	withhold taxes on certain	
Your federal tax classification (if you are not an individu ☐ Single-member LLC ☐ C Corporation or S Corporation ☐ Partnership ☐ Trust/Estate	al):	FATCA code(s): If you are an entity, then ple below. The IRS instructions (per the IRS wel these codes. If you are an individual, then yo codes below:	o address below) explains ou should not fill-in any	
☐ LLC classified as a C Corporation or a S Corporatio		Exempt Payee Code:		
☐ LLC classified as Partnership ☐ Other (explain)		Exemption from FATCA Reporting Code (if a	ny):	
(EFTs), new bank accounts, changes to ye file or third party payers. If your request check to the address of record.			s your request as a	
		NOTART PUBLIC SE	EAL STAWP HERE.	
Notary Public Signature		Date		
Title				
SIGNATURES:				
Owner's Signature	Date	Joint Owner's Signature	 Date	
Owner's SSN / Tax ID Number		Joint Owner's SSN / Tax ID Number	_	



Social Security Number (SSN) or Taxpayer Identification Number (TIN)

following s	This section applies to you if you are either 1) a US citizen, or 2) not a US citizen but are a resident of the US. If you are either, then in the ollowing space please enter your Social Security Number (SSN) If you do not have a SSN but instead have				
a Taxpayer Identification Number (TIN), then please enter your TIN					
ThI aamsuI a(Thwh	n subject to backup withholding due to failure to report all int bject to backup withholding. Im a US Citizen or a US resident alien. his statement only applies to entities. If you are an individua	pt from backup withholding, (b) I have not been notified by the IRS that I erest and dividends, or (c) the IRS has notified me that I am no longer I, then this statement does not apply to you. If you are an individual, then on regarding this statement.) The FATCA codes listed on this form that			
	d strike through above any of the first three statements that to you if you are subject to backup withholding.	do not apply to you. The Company is required to withhold taxes on certain			
☐ Single-☐ C Corp☐ Partne	Estate	FATCA code(s): If you are an entity, then please enter your code(s) below. The IRS instructions (per the IRS web address below) explains these codes. If you are an individual, then you should not fill-in any codes below: Exempt Payee Code:			
□ LLC classified as a C Corporation or a S Corporation□ LLC classified as Partnership□ Other (explain)		Exemption from FATCA Reporting Code (if any):			
this form, p	nsult your tax advisor regarding any questions that you may please provide the above for both signatories. There are ade gov/forms-instructions.	have about this certification. If there are more than one US signatories on ditional instructions regarding this substitute form W-9 at			
for any abo		s form below you are making the tax-related certifications above (except e you as a US citizen or a non-citizen resident of the US to make these visions in this form.			
Sign	Signature of				
Here	U.S. person ▶	Date ►			