P.O. Box 830619 Birmingham, AL 35283-0619

# **INDIVIDUAL LIFE INSURANCE APPLICATION PACKET - INSTRUCTIONS**

The forms listed on page 1 are required on all cases submitted. All forms must be dated on or before the application signed date.

FORM NUMBER	FORM NAME	INSTRUCTIONS
PL-DIP	Description of Information Practices	This notice MUST be given to the Proposed Insured on all cases submitted.
		Protective Life can only accept or service an application from an applicant who speaks English or Spanish. Spanish speaking applicants must go through our TeleLife process.
ICC21-400R	Individual Life Insurance Application	Complete each question in the Application for Insurance. If completing by hand, please use a pen with black ink.
		If applying for any riders see instructions for Rider Worksheet on Page 2.
ICC14-PL701	Supplement to Life Insurance Application (STOLI)	Must complete on all cases being submitted.
		Must complete on all cases being submitted.
ICC21-HIPAA3	Authorization to Obtain and Disclose Information (HIPAA)	Leave a copy of this form with the applicant.  Signature and date is required.
L628-TiD1	Summary Disclosure Statement for	Must complete on all cases submitted.
L020-11D1	Accelerated Death Benefit	Leave a copy of this form with the applicant.
PLX-408	Broker/Representative Report	The correct Broker/Representative PLICO Contract Number must be included in order to ensure commissions are paid correctly. Include Split Share Percentage.
ICC13-406A	Continuation of Information	Use this form if additional space is needed for information.
U-422 and U-AIDS	Notice and Consent Form for AIDS	Must complete on all cases submitted.
	(HIV) Testing	Leave a copy of this form with the applicant.
DI DE CIVILNI	Civil Union and Equality Act of 2011	This notice is required by the State of Delaware.
PL-DE-CIVUN	Civil Union and Equality Act of 2011	Must leave this notice with the applicant.
PLX-588	Life Insurance Illustration Certification & Acknowledgement	Only required for illustrated UL products when an illustration is not obtained.
	Certification & Acknowledgement	Illustrations are required prior to issue.
	·	

# The forms listed on page 2 may be required if circumstances apply. Forms are available on MyProtective.com.

FORM NUMBER	FORM NAME	INSTRUCTIONS
		If applying for any additional benefits or riders, the Rider Worksheet must be completed. In addition, the following riders require these supplemental application forms, which can be found online at MyProtective.com forms site.
		Leave a copy of each form with the applicant.
ICC20-403R	Rider Worksheet	If applying for the Children's Term Rider, complete form number ICC17-404R.
		If applying for the Chronic Illness Accelerated Death Benefit Rider, provide the applicant with the L652-DSC Disclosure form. The medical examiner will need to complete the Supplemental Underwriting Application form number ICC13-P226.
		If applying for the Pre-determined Death Benefit Payout Endorsement (IPO), complete form number ICC18-437R.
PL-104	Pre-Authorized Withdrawal Agreement	Use in cases where the applicant elects to have premium payments drafted from a bank account.
PL-CR	Conditional Receipt Agreement	If payment is submitted with the application, must complete and sign the Conditional Receipt Agreement.
		Leave a copy of this form with the applicant.
A-1128-DE	Replacement Form	Must complete and sign regarding existing coverage.  Leave a copy of this form with the applicant.
F-LAD-277	Assignment/Transfer of Ownership (Section 1035 Exchange)	Must complete on 1035 Exchange/Transfer cases.  Leave a copy of this form with the owner.  Send the Original to the Home Office.
ICC20-405R	Confidential Financial Statement	To be signed by the Proposed Insured if Face Amount is \$5,000,001 or greater (for Proposed Insured(s) age 0-70) and \$3,000,001 or greater (for Proposed Insured(s) age 71 and older) or at the discretion of underwriting.
ICC12-402	Part 1A Supplemental Application (Medical Declarations)	If the Proposed Insured is NOT being examined, this form must be completed.

# E-mail Address: NBApps@protective.com

If e-mailing the application, you do not need to send the original application. However, we will need the original 1035 paperwork and assignment forms (if applicable).

# **Mailing Addresses:**

Home Office - Regular Mail

Protective Life Insurance Company

ATTN: New Business P.O. Box 830619

Birmingham, Alabama 35283-0619

Telephone: (800) 366-9378

Fax: (205) 268-5807

**Home Office - Overnight Mail** 

Protective Life Insurance Company

ATTN: New Business 2801 Highway 280 South Birmingham, Alabama 35223 Telephone: (800) 366-9378

Fax: (205) 268-5807

P.O. Box 830619 Birmingham, AL 35283-0619

# **DESCRIPTION OF INFORMATION PRACTICES**

(Including MIB, LLC Notice and Fair Credit Reporting Act Notice)

### DISCLOSURE OF INFORMATION

In considering your application for insurance, information from various sources must be considered. These include the results of your physical examination, if required, and any reports Protective Life may receive from doctors and hospitals who have attended you.

Information regarding your insurability will be treated as confidential. Protective Life, or its reinsurers, may, however, make a brief report of any personal health information thereon to the MIB, LLC ("MIB"), which operates an information exchange on behalf of insurance companies that are members of MIB Group, Inc. If you apply to another MIB member company for life or health insurance coverage or a claim for benefits is submitted to such a company, MIB, upon request, will supply such company with the information about you in its file.

Upon receipt of a request from you MIB will arrange disclosure of any information in your file. Please contact MIB at 866-692-6901 or go to its website at <a href="https://www.mib.com">www.mib.com</a> to request disclosure online. If you question the accuracy of the information in MIB's file, you may contact MIB and seek a correction in accordance with the procedures set forth in the Federal Fair Credit Reporting Act. The address of MIB's information office is 50 Braintree Hill Park, Suite 400, Braintree, Massachusetts 02184-8734.

Protective Life, or its reinsurers, may also release information from its file to other insurance companies to whom you may apply for life or health insurance, or to whom a claim for benefits may be submitted. Information for consumers about MIB may be obtained on its website at <a href="https://www.mib.com">www.mib.com</a>.

# INVESTIGATIVE CONSUMER REPORT

Furthermore, as part of our procedures for processing your insurance application, an investigative consumer report may be prepared by one or more of the commercial agencies offering this service whereby information is obtained through personal interviews with your neighbors, friends, or others with whom you are acquainted. This inquiry includes information as to your insurance risk score, character, general reputation, personal characteristics or behavioral and lifestyle factors, except as may be related directly or indirectly to your sexual orientation. You have the right to be personally interviewed if we order an investigative consumer report. You also have the right to receive a copy of the report by making a written request to Protective Life, within a reasonable period of time, to receive additional detailed information about the nature and scope of this investigation.

# YOU CAN REVIEW AND CORRECT YOUR INFORMATION

As a general practice, we will not disclose personal or privileged information about you to anyone else without your consent, unless a legitimate business need exists or disclosure is required or permitted by law. You are entitled, upon request, to receive a more detailed statement of our information practices. You also have the right to access the personal information about you that we have in our records. You may see a copy of the information, or we will send it to you, whichever you prefer. You also have the right to request correction of personal information we may have about you which you think is wrong. To exercise these rights, please write to us at the address appearing at the end of this notice.

Ask our agent/producer for assistance or call or write us at Protective Life Insurance Company, Attention: New Business, P.O. Box 830619, Birmingham, Alabama 35283-0619. Telephone: 800-366-9378

# THIS NOTICE MUST BE GIVEN TO THE PROPOSED INSURED

# AGENT/PRODUCER COMPENSATION DISCLOSURE

Agents/Producers receive compensation from an insurer or third party, which may differ depending upon the product or insurer. Additional compensation may be received by the Agent/Producer based on other factors including premium volume placed with the company and loss or claim experience.

PL-DIP 08/2022

# PROTECTIVE LIFE INSURANCE COMPANY P.O. BOX 830619 • BIRMINGHAM, ALABAMA 35283-0619

# INDIVIDUAL LIFE INSURANCE APPLICATION

# SECTION I: INSURED AND OWNER INFORMATION

1. PROPOSED INSURED

	Name (First, Middle, Last)	Home Phone
	Gender	Work Phone
	Date of Birth	Cell Phone
	Birth State	Address 1 (Street or P.O. Box Number)
	Marital Status	Address 2 (City, State, Zip Code)
	Driver's License Number and State	Number of Years at Address
	Social Security Number	Email Address
2.	SURVIVORSHIP PRODUCTS ONLY (Dravide Prepaged Inquired 2 Name and Date of Birt	th below. An additional application must be completed for the
	Proposed Insured 2.)	th below. An additional application must be completed for the
	Proposed Insured 2 Name	Proposed Insured 2 Date of Birth
3.	EMPLOYMENT INFORMATION	
	Employer's Name	Number of Years with Employer
	Address 1 (Street or P.O. Box Number)	Annual Income
	Address 2 (City, State, Zip Code)	Spouse/Domestic Partner Annual Income
	Occupation	Net Worth
4.	OWNER (If other than Proposed Insured, must complete information	ion below. If Trust, include Name and Date of Trust.)
	Owner's Name or Name of Trust	Social Security Number/Taxpayer I.D. Number
	Date of Trust (if applicable)	Address 1 (Street or P.O. Box Number)
	Birthdate Phone Number	Address 2 (City, State, Zip Code)
	Relationship to Proposed Insured	Email Address
	JOINT OWNER (If applicable.)	
	Joint Owner's Name or Name of Trust	Social Security Number/Taxpayer I.D. Number
	Date of Trust (if applicable)	Address 1 (Street or P.O. Box Number)
	Birthdate Phone Number	Address 2 (City, State, Zip Code)
		Address 2 (City, State, Zip Code)
	Relationship to Proposed Insured	Email Address

	Э.	(If other than Owner.)	IICES IO								
		Name				F	Relationship	o to Proposed Insu	ıred	Date	of Birth
		Address			<del></del>	S	Social Secu	rity Number/Taxpa	ayer I.	D. Nun	nber
SE	СТ	ION II: PLAN OF INSI	URANCE								
	1.	Plan of Insurance/Nam	e of Produ	ct	·			e source of Premiu	•	/ment?	
	2.							income or savings st listed as the Ow			
		Face Amount			· · · · · · · · · · · · · · · · · · ·			party source, such		emium	Financing
	3.	If Term or Alternative to	o Term (Ind	dicate Years	s):		•	Please explain.	u0 1 10	Jiiiidiii	r manomg
	٥.	□ 10 □ 15 □ 20 □	•		•	,	_ 0	reace explain.			
	4.	Underwriting Class Que (Protective will issue the		writing class	.)	11.	Premium F	ayment:			
	_	` If Universal Life:		Face Amou	•		□ Annual		;	\$	
	Э.	ii Oniversai Liie:		race Amou sing Face A			□ Quarter	ly	5	\$	<del> </del>
	6.	Death Benefit Complian	nce Test:	□ CVAT	□ GPT		☐ Semi-A	nnual	\$	S	· · · · · · · · · · · · · · · · · · ·
		(Subject to product ava	ailability.)				☐ Monthly	, horized Withdrawal		S	<del></del>
	7.	Section 1035:	☐ Yes	□ No			•				
	8.	1035 Loan Transfer:	☐ Yes	□ No			□ Cash w	ith Application	9	S	<del></del>
		If any additional benefit requested, check here:		or child cove	erage are						
		(If checked, please comp checked, no additional be policy.)									
SE	СТ	ION III: BENEFICIARY	DESIGNA	ATIONS							
		litiple beneficiaries ar wise specified. The to								eficiari	es, unless
1.	Pri	imary Beneficiary Name(s)	Ade	<u>dress</u>	Telephone	D	ate of Birth	Social Security No.	Relati	onship	Percentage
2.	Co	ontingent Beneficiary Name	e(s) <u>Add</u>	<u>dress</u>	<u>Telephone</u>	<u>D</u> :	ate of Birth	Social Security No.	Relati	onship	Percentage

### SECTION IV: EXISTING COVERAGE/PENDING INSURANCE AND REPLACEMENT (If you answer Yes to Questions 1-3 in this section, you will need to complete any state required replacement forms and comparison statements. All questions must be answered completely. If additional space is needed, use Section VII and follow the directions provided.) Does the Proposed Insured have any existing life insurance policies or annuity contracts in force? a) Name of Insured Company Policy Number Replace or Change Purpose - Business or Personal Amount Issue Date b) Name of Insured Company Policy Number Replace or Change Amount Purpose - Business or Personal Issue Date 2. Is the policy applied for intended to be a replacement, modification, or discontinuation of any existing life insurance policies or annuity contracts? ☐ Yes ☐ No (If you intend to replace existing coverage, complete any state required replacement forms and comparison statements.) 3. Is there any application now pending or being considered for other life or health insurance covering the Proposed Insured? (If Yes, provide details below.) ☐ Yes ☐ No Company Name Amount of Coverage Total Amount to be Placed Purpose of Coverage 4. Has the Proposed Insured had a request for life or health insurance declined, postponed, rated, canceled, or restricted in any way? (If Yes, please explain.) ☐ Yes ☐ No 5. In the next 3 years, will the ownership of the policy or interest in any trust owning the policy be transferred? (If Yes, please explain.) ☐ Yes □ No 6. Is someone other than the Proposed Insured responsible for paying premiums? ☐ Yes □ No (If Yes, please explain.) Will anyone unrelated to the Proposed Insured receive any of the policy death benefit? ☐ Yes ☐ No (If Yes, please explain.) 8. In the last two years has the Proposed Insured or Owner authorized a life expectancy analysis to be performed or has the Proposed Insured or Owner been asked to authorize a life expectancy analysis in the future? ☐ Yes ☐ No Has the Proposed Insured discussed transfer of the policy to be issued, or its death benefits, to a life settlement company, Investor, offshore trust, investment trust, or entity associated with stranger owned or investment owned life insurance (commonly called SOLI or IOLI) or have you considered such a transfer? (If Yes, please explain.) ☐ Yes ☐ No SECTION V: PURPOSE OF INSURANCE (To be answered and completed by the Owner. If additional space is needed, use Section VII and follow the directions provided.) □ Personal What is the purpose of the insurance? ☐ Business – Key Person (Personal – Family Estate Protection, Asset Transfer or Business – Key Man, Buy-Sell, etc.) ☐ Business – Buy/Sell (If Business insurance, complete Questions 2-6 below.) ☐ Business – Other 2. What percent of business does the Proposed Insured own or control? % 3. What is approximate net annual income of business?

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# (If additional space is needed, use Section VII and follow the directions provided.) 1. Has the Proposed Insured used tobacco or nicotine of any kind over the last 5 years? ☐ Yes ☐ No Type Frequency Date Last Used 2. Has the Proposed Insured consulted a physician or had treatment for the use or possession of: (If Yes, complete the appropriate questionnaire for Alcohol and Drug Use.) A. Alcohol? ☐ Yes ☐ No. B. Narcotics, stimulants, sedatives, hallucinogenic drugs? ☐ Yes □ No 3. In the past 5 years, has the Proposed Insured been convicted of (I) two or more moving violations, (II) driving under the influence of alcohol or other drugs, or (III) had driver's license suspended or revoked? ☐ Yes □ No 4. Has the Proposed Insured ever been convicted of, or pled quilty or no contest to a felony, or had any such charge pending against them? □ No □ Yes 5. Has the Proposed Insured flown as a pilot, student pilot or crew member, or intend to fly as ☐ Yes ☐ No such within the next 2 years? (If Yes, complete the Aviation Questionnaire.) 6. Has the Proposed Insured been a member of, or entered into a written agreement to become a member of, or received a notice of required service in the armed forces, reserve, or National Guard? (If Yes, provide details below. If on active duty, please complete the Military Questionnaire.) ☐ Yes ☐ No Branch of Service Rank Duties Mobilization Category Current Duty Station 7. Has the Proposed Insured engaged in any of the following activities in the past 2 years? ☐ Yes ☐ No (If Yes, complete the appropriate questionnaire.) ☐ Scuba Diving ☐ Hang Gliding ☐ Mountain/Rock Climbing ☐ Racing ☐ Sky Diving □ Parachuting 8. Is the Proposed Insured a U.S. citizen? ☐ Yes ☐ No (If No, provide details below and complete the Foreign National Questionnaire.) Country of Citizenship Visa Type **Expiration Date** Length of U.S. Residency 9. Has the Proposed Insured traveled or resided outside of the United States in the past 2 years? (If Yes, provide details below and complete the Foreign Travel and Residence Supplement.) Travel Details 10. Does the Proposed Insured intend to travel or reside outside the United States or Canada within the next 12 months? (If Yes, provide details below and complete the Foreign Travel and ☐ Yes ☐ No Residence Supplement.) To Where Why When For How Long 11. Has the Proposed Insured filed for or declared bankruptcy in the past ten (10) years? ☐ Yes ☐ No (If Yes, provide details below.) Type of Bankruptcy (Chapter) Date Filed Date of Discharge or Reorganization Status

SECTION VI: PERSONAL HISTORY

SECTION VII: <u>SPECIAL REMARKS AND DETAILS</u> (For each question that requires additional information, provide the section number, question number, date details or reason. Where applicable, also include any attending physician, hospital, or medical facility name address, and phone number.)
<u>DECLARATIONS</u>
<ul> <li>I have read or have had read to me the completed application before signing below. I represent that all statements and answers made in all parts of this application are full, complete and true, to the best of my knowledge and belief. It is agreed that:</li> <li>All such statements and answers shall be the basis of any insurance issued, and my answers are material to the decision as to whether the risk is accepted by Protective Life.</li> <li>No representative or medical examiner can make, alter or discharge any contract, accept risks, or waive Protective Life's rights or requirements.</li> <li>Acceptance of a policy by the Owner shall constitute ratification of any changes made by the Company. In those states where it is required, changes as to plan, amount, age at issue, classification or benefits will be made only with the Owner's written consent.</li> <li>No insurance shall take effect unless: (I) a policy is delivered to the Owner, (II) the full first premium is paid while the Proposed Insured is alive, and (III) there has been no change in health and insurability from that described in this application. However, if the premium is paid as set forth in the attached Conditional Receipt Agreement or the</li> </ul>
<ul> <li>Temporary Life Insurance Receipt (Collectively known as the "Receipt") and the Receipt is delivered to the Owner the terms of the Receipt shall apply. No representative or medical examiner has any authority to waive or to alte these terms and conditions or to bind coverage under any other circumstances.</li> <li>I have reviewed the attached Receipt and understand and agree that it provides a <u>limited</u> amount of life insurance fo</li> </ul>
<ul> <li>a <u>limited</u> period of time, and that such coverage is subject to the terms and conditions set forth in the Receipt.</li> <li>The representative taking this application has made no statement or representation different from, contrary to or in addition to these Declarations and the terms and conditions of the attached Receipt.</li> </ul>
IMPORTANT INFORMATION ABOUT IDENTIFICATION VERIFICATION
To help the government fight the funding or terrorism and money laundering activities, Federal Law requires al financial institutions to obtain, obtain, verify, and record information of its customers. We may ask for information or identifying documents that will allow us to verify the identity of our customers.
Any person who knowingly presents a false statement in an application for insurance may be guilty of a crimina offense and subject to penalties under state law.
Signed at: City State Date
(X) (X) Signature of Proposed Insured Signature of Owner (if other than Proposed Insured)

Signature of Representative

P.O. Box 830619 Birmingham, AL 35283-0619

# SUPPLEMENT TO LIFE INSURANCE APPLICATION

**Producer Signature** 

**APPLICATION SUPPLEMENT – PART I** 

The statements and answers to the questions listed below shall become a part of the attached application; shall be subject to the terms of the attached application; and shall become a part of any policy based on this application. Print Name of Proposed Insured(s): \_\_\_\_\_ For any policy to be issued as a result of this application: Yes No Will anyone other than the Insured, his or her family, or employer/business partner pay any portion of the initial or future premiums or obtain any right, title or interest in this policy? If Yes, complete the "Statement of Owner Intent" (Application Supplement – Part II) Will any portion of the initial or future premiums be borrowed, loaned or otherwise financed? If Yes, complete the "Premium Financing Disclosure" (Disclosure and Acknowledgement) Will a trust, including family trust, own this policy? If Yes, complete the "Trust Certification" (Application Supplement – Part III) Is the Proposed Insured age 65 or older AND total coverage applied for across all Protective companies \$1,000,000 or more? If Yes, complete the "Statement of Owner Intent" (Application Supplement – Part II) **SIGNATURES** I (We) have read or have had read to me (us) the completed Supplement before signing below. All statements and answers in the Supplement are correctly recorded and are full, complete and true to the best of my (our) knowledge and belief. I (We) understand that the information being provided in this Supplement is being relied upon in considering the application for life insurance and is subject to the applicable Fraud Statement as provided in the Application for Life Insurance. Signed in \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_ (Month) (Year) Signature(s) of Proposed Insured(s): X \_\_\_\_\_ SIGN HERE Signature(s) of Owner(s)/Trustee(s): (provide officer's title if policy is owned by a corporation) SIGN HERE SIGN HERE Signature of Witness: PRODUCER CERTIFICATION By signing below, I hereby certify that to the best of my knowledge and belief, the information provided herein is complete, accurate, and correct and that the life insurance being applied for conforms to the Company's guidelines. Signed at: \_\_\_\_\_ (City and State) Date

ICC14-PL701 10/2014

Producer Name (Print)

# Protective Life Insurance Company P.O. Box 830619 Birmingham, AL 35283-0619

# AUTHORIZATION TO OBTAIN AND DISCLOSE INFORMATION

This Authorization to Obtain and Disclose Information complies with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as related to Life Insurance.

# USE OF MEDICAL, NON-HEALTH AND NON-MEDICAL INFORMATION

I (we) authorize Protective Life Insurance Company (Protective Life) and its reinsurers to obtain, directly or through designated third parties, and to use any information about or relating to me (us) that may affect my (our) insurability. Protective Life and its reinsurers, Life Insurance Representative(s) or regional sales office representing me on my (our) application for insurance may:

- a. obtain and use health and medical information from all dates of service, including but not limited to, medical records, prescription drugs, chart notes, electrocardiograms (EKG), and information about the diagnoses and/or treatments relating to Human Immunodeficiency Virus (HIV) infection or Acquired Immunodeficiency Syndrome (AIDS), sexually transmitted diseases, drug use, alcohol use, nicotine or tobacco use, physical and mental diseases and illnesses, and psychiatric disorders (excluding psychotherapy notes);
- b. obtain and use non-health and non-medical information, including but not limited to financial information, credit reports, consumer reports, driving record, criminal record, character, general reputation, personal characteristics or behavioral and lifestyle factors and information about avocations and aviation activity;
- c. use all of this information to evaluate an application for insurance, a claim for insurance benefits, or both;
- d. use any information relating to communicable diseases (e.g., hepatitis A, measles, influenza, tuberculosis) and other risk factors relating to me or to my spouse or life partner to evaluate an application for insurance on either me or my spouse or life partner.

# RELEASE AND DISCLOSE INFORMATION FROM THIRD PARTIES

I (we) authorize the following persons and organizations to release and disclose the information described in the **USE OF MEDICAL, NON-HEALTH AND NON-MEDICAL INFORMATION** section to Protective Life, directly through the following designated third parties or its representative(s) acting on its behalf:

- a. my (our) doctor(s); medical practitioners; pharmacists and Pharmacy Benefit Managers;
- medical and related facilities, including hospitals, clinics, facilities run by the Veteran's Administration, Kaiser Permanente, The Cleveland Clinic Foundation including all satellite facilities and The Mayo Clinic;
- c. insurers; reinsurers;
- d. my (our) current and previous employers;
- e. MIB, LLC (MIB); and commercial consumer reporting agencies (CRA).

All of these persons and organizations other than **MIB** may release the information described above to a **CRA** acting for Protective Life. **MIB** may not release the information described in the **USE OF MEDICAL, NON-HEALTH AND NON-MEDICAL INFORMATION** section to a **CRA**.

# TESTING OF BLOOD, ORAL FLUIDS AND URINE

I (we) authorize Protective Life to draw and test my (our) blood, and/or oral fluids, and urine as necessary to underwrite my (our) application for insurance. These tests may include, but are not limited to:

- a. tests for cholesterol and related blood lipids, diabetes, liver or kidney disorders, immune disorders (other than HIV/AIDS, see **SPECIAL REQUIREMENT FOR HIV/AIDS TESTING** section).
- b. tests for the presence of drugs, nicotine, or their metabolites.

This authorization does not include genetic testing. Unless otherwise required by law or regulation, Protective Life may, but is not obligated to, release any of these test results directly to me or to my spouse or life partner.

# RELEASE OF MEDICAL, NON-HEALTH, NON-MEDICAL AND TESTING INFORMATION

I (we) authorize Protective Life to release and disclose the information described in the **USE OF MEDICAL**, **NON-HEALTH AND NON-MEDICAL INFORMATION** section and the **TESTING OF BLOOD**, **ORAL FLUIDS AND URINE** section:

- a. to its affiliates, its reinsurers, persons or organization providing services relating to insurance underwriting for Protective Life, **MIB** and as otherwise required by law.
- b. to release and disclose the information to other duly licensed life insurers if I (we) have applied or apply to the other insurers for insurance.
- c. to its reinsurers, to make a brief report of my personal health information to MIB.
- d. to the Life Insurance Representative(s) representing me to duly licensed specific life insurers for the purpose of applying for life insurance if my (our) application with Protective Life is declined or if Protective Life is unable to offer coverage at an acceptable rate.
- e. to the Life Insurance Representative(s) and its staff, affiliated companies and/or entities, insurance companies and their re-insurers representing me on my (our) application for life insurance.

# SPECIAL REQUIREMENT FOR HIV/AIDS TESTING

If Protective Life intends to test for the presence of antibodies to the Human Immunodeficiency Virus (HIV), which is the virus that has been associated with Acquired Immune Deficiency Syndrome (AIDS), Protective Life may require a separate authorization. I (we) hereby authorize Protective Life:

- a. to obtain and use the results of any HIV tests that I (we) separately authorize.
- b. (if permitted by law) to disclose the results of any tests to its reinsurers and MIB.

# **GENERAL INFORMATION**

- a. This authorization shall be valid for 24 months from the Date of Authorization shown below, or for the time limit, if any, permitted by applicable law in the state where the policy is delivered or issued for delivery, whichever period is shorter, or, in the event of a claim for benefits, for the duration of such claim.
- b. During the evaluation of my (our) insurance application, I (we) understand that I (we) have the right to revoke the authorizations in the previous sections (above) by writing to Protective Life at P.O. Box 830619 Birmingham, Alabama 35283-0619. If this authorization is revoked, this would result in the file being closed and no coverage provided.
- c. I understand I do not have to sign this authorization in order to obtain health care benefits (treatment, payment or enrollment).
- d. I (we) understand that any information about me (us) that is disclosed pursuant to this authorization may be subject to redisclosure and no longer covered by certain federal rules governing privacy and confidentiality of health information. The information contained in these medical and financial records will be held in confidence and may be used only for the purpose of the procurement, or underwriting for the possible procurement or the evaluation of life, health, long term care, or other insurance products.
- e. I (we) understand that my (our) personal information, including my (our) protected health information disclosed under this authorization will be incorporated into and made a part of any life and/or disability insurance policy(ies) issued by the Company and that the policy(ies) will be delivered to the policy owner.
- f. I acknowledge that any agreements I have made to restrict my protected health information do not apply to this authorization and I instruct any physician, health care professional, hospital, clinic, medical facility, or other health care provider to release and disclose my entire medical record without restriction. Any modifications to this authorization may preclude Protective Life's ability to process this application.

# **AUTHORIZATIONS AND INVESTIGATIVE CONSUMER REPORT**

- □ I (we) have been given a copy of this **Authorization to Obtain and Disclose Information** along with the **Description of Information Practices**.
- I (we) would like to be interviewed if an investigative consumer report will be made. (Please refer to the **Description of Information Practices** for additional information regarding the interview for an **Investigative Consumer Report**.)

THIS AUTHORIZATION <u>MUST</u> BE SIGNED WITHOUT MODIFICATION AND RETURNED WITH THE APPLICATION BEFORE PROCESSING.

SIGNATURES			
Date of Authorization: X			
List Health Care Providers			
X Proposed Insured 1 (Signature)	Print Name of Proposed Insured 1	Birthdate	Social Security Number
X Proposed Insured 2 (Signature)	Print Name of Proposed Insured 2	Birthdate	Social Security Number
If Minor, Print Name	X X_ Parent or Legal Guardian (Signatu	ure) Print Na	me of Parent or Legal Guardian

# Protective Life Insurance Company P.O. Box 830619 Birmingham, AL 35283-0619

# AUTHORIZATION TO OBTAIN AND DISCLOSE INFORMATION

This Authorization to Obtain and Disclose Information complies with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as related to Life Insurance.

# USE OF MEDICAL, NON-HEALTH AND NON-MEDICAL INFORMATION

I (we) authorize Protective Life Insurance Company (Protective Life) and its reinsurers to obtain, directly or through designated third parties, and to use any information about or relating to me (us) that may affect my (our) insurability. Protective Life and its reinsurers, Life Insurance Representative(s) or regional sales office representing me on my (our) application for insurance may:

- a. obtain and use health and medical information from all dates of service, including but not limited to, medical records, prescription drugs, chart notes, electrocardiograms (EKG), and information about the diagnoses and/or treatments relating to Human Immunodeficiency Virus (HIV) infection or Acquired Immunodeficiency Syndrome (AIDS), sexually transmitted diseases, drug use, alcohol use, nicotine or tobacco use, physical and mental diseases and illnesses, and psychiatric disorders (excluding psychotherapy notes);
- b. obtain and use non-health and non-medical information, including but not limited to financial information, credit reports, consumer reports, driving record, criminal record, character, general reputation, personal characteristics or behavioral and lifestyle factors and information about avocations and aviation activity;
- c. use all of this information to evaluate an application for insurance, a claim for insurance benefits, or both;
- d. use any information relating to communicable diseases (e.g., hepatitis A, measles, influenza, tuberculosis) and other risk factors relating to me or to my spouse or life partner to evaluate an application for insurance on either me or my spouse or life partner.

# RELEASE AND DISCLOSE INFORMATION FROM THIRD PARTIES

I (we) authorize the following persons and organizations to release and disclose the information described in the **USE OF MEDICAL, NON-HEALTH AND NON-MEDICAL INFORMATION** section to Protective Life, directly through the following designated third parties or its representative(s) acting on its behalf:

- a. my (our) doctor(s); medical practitioners; pharmacists and Pharmacy Benefit Managers;
- medical and related facilities, including hospitals, clinics, facilities run by the Veteran's Administration, Kaiser Permanente, The Cleveland Clinic Foundation including all satellite facilities and The Mayo Clinic;
- c. insurers; reinsurers;
- d. my (our) current and previous employers;
- e. MIB, LLC (MIB); and commercial consumer reporting agencies (CRA).

All of these persons and organizations other than **MIB** may release the information described above to a **CRA** acting for Protective Life. **MIB** may not release the information described in the **USE OF MEDICAL, NON-HEALTH AND NON-MEDICAL INFORMATION** section to a **CRA**.

# TESTING OF BLOOD, ORAL FLUIDS AND URINE

I (we) authorize Protective Life to draw and test my (our) blood, and/or oral fluids, and urine as necessary to underwrite my (our) application for insurance. These tests may include, but are not limited to:

- a. tests for cholesterol and related blood lipids, diabetes, liver or kidney disorders, immune disorders (other than HIV/AIDS, see **SPECIAL REQUIREMENT FOR HIV/AIDS TESTING** section).
- b. tests for the presence of drugs, nicotine, or their metabolites.

This authorization does not include genetic testing. Unless otherwise required by law or regulation, Protective Life may, but is not obligated to, release any of these test results directly to me or to my spouse or life partner.

# RELEASE OF MEDICAL, NON-HEALTH, NON-MEDICAL AND TESTING INFORMATION

I (we) authorize Protective Life to release and disclose the information described in the **USE OF MEDICAL**, **NON-HEALTH AND NON-MEDICAL INFORMATION** section and the **TESTING OF BLOOD**, **ORAL FLUIDS AND URINE** section:

- a. to its affiliates, its reinsurers, persons or organization providing services relating to insurance underwriting for Protective Life, **MIB** and as otherwise required by law.
- b. to release and disclose the information to other duly licensed life insurers if I (we) have applied or apply to the other insurers for insurance.
- c. to its reinsurers, to make a brief report of my personal health information to MIB.
- d. to the Life Insurance Representative(s) representing me to duly licensed specific life insurers for the purpose of applying for life insurance if my (our) application with Protective Life is declined or if Protective Life is unable to offer coverage at an acceptable rate.
- e. to the Life Insurance Representative(s) and its staff, affiliated companies and/or entities, insurance companies and their re-insurers representing me on my (our) application for life insurance.

# SPECIAL REQUIREMENT FOR HIV/AIDS TESTING

If Protective Life intends to test for the presence of antibodies to the Human Immunodeficiency Virus (HIV), which is the virus that has been associated with Acquired Immune Deficiency Syndrome (AIDS), Protective Life may require a separate authorization. I (we) hereby authorize Protective Life:

- a. to obtain and use the results of any HIV tests that I (we) separately authorize.
- b. (if permitted by law) to disclose the results of any tests to its reinsurers and MIB.

### **GENERAL INFORMATION**

- a. This authorization shall be valid for 24 months from the Date of Authorization shown below, or for the time limit, if any, permitted by applicable law in the state where the policy is delivered or issued for delivery, whichever period is shorter, or, in the event of a claim for benefits, for the duration of such claim.
- b. During the evaluation of my (our) insurance application, I (we) understand that I (we) have the right to revoke the authorizations in the previous sections (above) by writing to Protective Life at P.O. Box 830619 Birmingham, Alabama 35283-0619. If this authorization is revoked, this would result in the file being closed and no coverage provided.
- c. I understand I do not have to sign this authorization in order to obtain health care benefits (treatment, payment or enrollment).
- d. I (we) understand that any information about me (us) that is disclosed pursuant to this authorization may be subject to redisclosure and no longer covered by certain federal rules governing privacy and confidentiality of health information. The information contained in these medical and financial records will be held in confidence and may be used only for the purpose of the procurement, or underwriting for the possible procurement or the evaluation of life, health, long term care, or other insurance products.
- e. I (we) understand that my (our) personal information, including my (our) protected health information disclosed under this authorization will be incorporated into and made a part of any life and/or disability insurance policy(ies) issued by the Company and that the policy(ies) will be delivered to the policy owner.
- f. I acknowledge that any agreements I have made to restrict my protected health information do not apply to this authorization and I instruct any physician, health care professional, hospital, clinic, medical facility, or other health care provider to release and disclose my entire medical record without restriction. Any modifications to this authorization may preclude Protective Life's ability to process this application.

# **AUTHORIZATIONS AND INVESTIGATIVE CONSUMER REPORT**

- □ I (we) have been given a copy of this **Authorization to Obtain and Disclose Information** along with the **Description of Information Practices**.
- I (we) would like to be interviewed if an investigative consumer report will be made. (Please refer to the **Description of Information Practices** for additional information regarding the interview for an **Investigative Consumer Report**.)

THIS AUTHORIZATION <u>MUST</u> BE SIGNED WITHOUT MODIFICATION AND RETURNED WITH THE APPLICATION BEFORE PROCESSING.

SIGNATURES			
Date of Authorization: X			
List Health Care Providers			
XProposed Insured 1 (Signature)	Print Name of Proposed Insured 1	Birthdate	Social Security Number
XProposed Insured 2 (Signature)	Print Name of Proposed Insured 2	Birthdate	Social Security Number
If Minor, Print Name	X Parent or Legal Guardian (Signatu	ure) Print Na	me of Parent or Legal Guardian

P.O. Box 830619 Birmingham, AL 35283-0619

# SUMMARY DISCLOSURE STATEMENT for ACCELERATED DEATH BENEFIT

### Benefit:

Subject to the terms of this Benefit, we will pay a portion of the death benefit upon receiving proof that the insured is terminally ill. An accelerated death benefit can only be paid one time.

# Consequences of Receiving Accelerated Death Benefit:

The receipt of an accelerated death benefit may be considered a taxable event under the Internal Revenue Code. The receipt of an accelerated death benefit may also affect eligibility to receive, or continue to receive Medicaid benefits, or other state or federal government benefits and entitlements. Before you elect to receive any accelerated benefits, you should consult with your tax advisor.

# **Amount You May Elect:**

You may elect the amount of the accelerated death benefit to be paid. The limits are outlined in the Benefit but are generally limited to the lesser of 60% of the death benefit of the policy or \$1,000,000. We will charge an administrative fee of not more than \$300, deducted from any payment made.

# When Eligible for Payment of Benefit:

You are entitled to receive the accelerated death benefit when we have determined that the insured is terminally ill and has a life expectancy of 6 months or less.

# Notice and Proof of Qualifying Event:

We will require proof that the insured is terminally ill. The diagnosis must be made by a physician as defined in the Benefit. Any diagnosis must be the result of clinical, radiological, histological, or laboratory evidence of the terminal illness. We may require a second medical opinion by a physician of our choice at our expense. If there is a conflict of opinion, we reserve the right to make the final determination.

### Effect of an Accelerated Death Benefit:

When you elect to receive an accelerated death benefit, it will be treated as a lien against your policy. We will charge you interest on the accelerated death benefit paid to you. The Accelerated Death Benefit does not have an effect on the Premium and/or Cost of Insurance Charges of the base policy.

The maximum interest rate we may charge you is the greater of:

- The interest rate charged on policy loans; or
- 2. the current 90 day U.S. Treasury Bill rate in effect on the date that the accelerated death benefit is paid.

The maximum interest rate we will charge on the portion of the lien which is equal to the cash surrender value of the policy at the time the accelerated death benefit is requested will be no greater than the rate we charge on policy loans.

The accelerated death benefit will first be used to repay any outstanding policy loans and any unpaid accrued interest thereon. Your access to the cash surrender value of your policy, if any, will be limited to the excess of the cash surrender value over the lien. The death benefit will also be reduced by the amount of the lien. There will be no effect on any benefits not used to determine the accelerated death benefit.

Any irrevocable beneficiaries or assignees must send us a written consent to the accelerated death benefit payment. The written request must be in a form satisfactory to us.

L628-TiD1 Page 1 of 2

Below is a **sample illustration** of the effect of an accelerated death benefit on a **UNIVERSAL LIFE** policy. This illustration shows the effect on the face amount of the policy before the accelerated death benefit is elected, immediately after the election is made and 12 months after the election is made (assuming the insured is still living). This illustration also assumes:

(1) the Face Amount is \$100,000; (2) a 50% accelerated death benefit is elected; (3) we are charging 6% on the lien; and (4) for **UNIVERSAL LIFE**, the cash surrender value does not change after the accelerated death benefit is elected.

# **UNIVERSAL LIFE**

Before Election	ı is Ma	ide	Accelerated Deatl	n Bene	fit Election
Face Amount	\$	100,000.00	Face Amount	\$	100,000.00
Cash Surrender Value	\$	30,000.00	50% Election	\$	50,000.00
Policy Loan	\$	5,000.00	less administrative fee	\$	150.00
Death Benefit Payable	\$	95,000.00	less policy loan repayment	\$	5,000.00
Net Cash Surrender Value	\$	25,000.00	Benefits Payable	\$	44,850.00

	is Made
Face Amount	\$ 100,000.00
Lien*	\$ 50,000.00
Cash Surrender Value	\$ 30,000.00
Policy Loan	\$ 0.00
Death Benefit Payable	\$ 50,000.00
Cash Surrender Value	\$ 0.00
available for loan	

Face Amount	\$ 100,000.00
Lien**	\$ 53,000.00
Cash Surrender Value	\$ 30,000.00
Policy Loan	\$ 0.00
Death Benefit Payable	\$ 47,000.00
Cash Surrender Value	\$ 0.00
available for loan	

**Premiums:** There are no premiums for this benefit.

<b>Acknowledgment:</b> I acknowledge that I have received and rea which was furnished to me prior to signing the application.	ad the Summary and Disclosure Statement for Accelerated Death Benefit
Signature of Proposed Insured	Date
Signature of Owner (if other than Proposed Insured)	Date
Signature of Agent	Date

For electronic use only - A I hereby certify that my elect		as my signature for legal	and regulatory purposes for this a	pplication.
Electronic Signature of		Broker or Agent		was
obtained		at		
	Date	u	Time	·

# PLEASE RETAIN THIS COPY FOR YOUR RECORDS

<sup>\*</sup> Equal to the accelerated Death Benefit.

<sup>\*\*</sup> Equal to the Accelerated Death Benefit plus 12 months of interest. This illustration assumes a loan interest rate of 6%. The actual rate applicable is described in the Effect of an Accelerated Death Benefit section of this Summary.

P.O. Box 830619 Birmingham, AL 35283-0619

# SUMMARY DISCLOSURE STATEMENT for ACCELERATED DEATH BENEFIT

### Benefit:

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# **Amount You May Elect:**

You may elect the amount of the accelerated death benefit to be paid. The limits are outlined in the Benefit but are generally limited to the lesser of 60% of the death benefit of the policy or \$1,000,000. We will charge an administrative fee of not more than \$300, deducted from any payment made.

# When Eligible for Payment of Benefit:

You are entitled to receive the accelerated death benefit when we have determined that the insured is terminally ill and has a life expectancy of 6 months or less.

# Notice and Proof of Qualifying Event:

We will require proof that the insured is terminally ill. The diagnosis must be made by a physician as defined in the Benefit. Any diagnosis must be the result of clinical, radiological, histological, or laboratory evidence of the terminal illness. We may require a second medical opinion by a physician of our choice at our expense. If there is a conflict of opinion, we reserve the right to make the final determination.

### Effect of an Accelerated Death Benefit:

When you elect to receive an accelerated death benefit, it will be treated as a lien against your policy. We will charge you interest on the accelerated death benefit paid to you. The Accelerated Death Benefit does not have an effect on the Premium and/or Cost of Insurance Charges of the base policy.

The maximum interest rate we may charge you is the greater of:

- The interest rate charged on policy loans; or
- 2. the current 90 day U.S. Treasury Bill rate in effect on the date that the accelerated death benefit is paid.

The maximum interest rate we will charge on the portion of the lien which is equal to the cash surrender value of the policy at the time the accelerated death benefit is requested will be no greater than the rate we charge on policy loans.

The accelerated death benefit will first be used to repay any outstanding policy loans and any unpaid accrued interest thereon. Your access to the cash surrender value of your policy, if any, will be limited to the excess of the cash surrender value over the lien. The death benefit will also be reduced by the amount of the lien. There will be no effect on any benefits not used to determine the accelerated death benefit.

Any irrevocable beneficiaries or assignees must send us a written consent to the accelerated death benefit payment. The written request must be in a form satisfactory to us.

L628-TiD1 Page 1 of 2

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(1) the Face Amount is \$100,000; (2) a 50% accelerated death benefit is elected; (3) we are charging 6% on the lien; and (4) for **UNIVERSAL LIFE**, the cash surrender value does not change after the accelerated death benefit is elected.

# **UNIVERSAL LIFE**

Before Election	ı is Ma	nde	Accelerated Deatl	n Bene	fit Election
Face Amount	\$	100,000.00	Face Amount	\$	100,000.00
Cash Surrender Value	\$	30,000.00	50% Election	\$	50,000.00
Policy Loan	\$	5,000.00	less administrative fee	\$	150.00
Death Benefit Payable	\$	95,000.00	less policy loan repayment	\$	5,000.00
Net Cash Surrender Value	\$	25,000.00	Benefits Payable	\$	44,850.00

Immediately After	
Face Amount	\$ 100,000.00
Lien*	\$ 50,000.00
Cash Surrender Value	\$ 30,000.00
Policy Loan	\$ 0.00
Death Benefit Payable	\$ 50,000.00
Cash Surrender Value available for loan	\$ 0.00

Face Amount	\$ 100,000.00
Lien**	\$ 53,000.00
Cash Surrender Value	\$ 30,000.00
Policy Loan	\$ 0.00
Death Benefit Payable	\$ 47,000.00
Cash Surrender Value	\$ 0.00
available for loan	

**Premiums:** There are no premiums for this benefit.

<b>Acknowledgment:</b> I acknowledge that I have received and read the Summary and Disclosure Statement for Accelerated Death Ben which was furnished to me prior to signing the application.		
Signature of Proposed Insured	Date	
Signature of Owner (if other than Proposed Insured)	Date	
Signature of Agent	 Date	

For electronic use only - AGENT	ONLY	
I hereby certify that my electronic ap	pproval serves as my signature for legal and regulat	ory purposes for this application.
Electronic Signature of		was
	Broker or Agent	
obtained	at	
UDIAILIEU	aι	·

# RETURN THIS SIGNED ACKNOWLEDGMENT TO HOME OFFICE

<sup>\*</sup> Equal to the accelerated Death Benefit.

<sup>\*\*</sup> Equal to the Accelerated Death Benefit plus 12 months of interest. This illustration assumes a loan interest rate of 6%. The actual rate applicable is described in the Effect of an Accelerated Death Benefit section of this Summary.

# P.O. Box 830619

# **Birmingham, AL 35283-0619**

			10 +01		REPRESENTATIV	LINLI	OKI
1.	In what language were the questions on the ap	•		ive Life cannot a sh 🗖 Spanish	•	Yes	No
	service any application from an applicant who			sii 🗖 Spailisii	■ Other	162	INO
2.	*List Other Language:						
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	If Yes, Details:						_
3.	<ul><li>(a) Will this policy replace or change existing policy(ies)?</li><li>(b) If replacement of existing insurance is involved, have you complied with all relevant state requirements, including any</li></ul>						
	Disclosure and Comparison Statements?	oiveu, nave yc	ou complieu with all relevant state i	equirements, inc	Juding arry		
	If No, Explain:						
	Answer questions (c) and (d) only if this is	a replacemer	 nt:				
	(c) Did you use any pre-printed company app						
	If Yes, List Name or Form Number:						
	(d) Did you use any Company approved, elec	ctronically gen	erated, individualized sales materia	als (such as illus	trations or		
	concept materials)? (If Yes, you must pro			•			
4.	Have you advised the proposed policyowner or	•	3				
	ownership of the policy to be issued, or its dea trust, or entity associated with stranger owned						
	you otherwise aware that the policyowner may			alled SOLI OF IO	LI) OF are		
	If Yes, please explain in Special Requests/Ren		ting such a transfer:				_
5.							
6.							
7	If Yes, Name of Examiner: Date of Exam:						
7. Is Premium Financing involved in this case? (If Yes, please submit a cover letter describing the parameters.)  I have verified the identity of the Owner by picture I.D. (Authorized Representative if Business or Trustee if Trust)							
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	Please include Driver's License Number if Owr						
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I ce	rtify that:						
a)	both the Proposed Insured(s) and the Owne						
b)	each has explicitly told me that they unders the answers given in this application are co						
c) d)	I know of nothing affecting the risk which is					nd	
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PLX-408 6/2012

P.O. Box 830619 Birmingham, AL 35283-0619

# NOTICE AND CONSENT FOR AIDS VIRUS (HIV) TESTING

Acquired Immunodeficiency Syndrome (AIDS) is a life-threatening disorder of the immune system, caused by a virus, HIV. The virus is transmitted by sexual contact with an infected person, from an infected mother to her newborn infant, or by exposure to infected blood (as in needle sharing during IV drug use). Persons at high risk of contracting AIDS include males who have had sexual contact with another man, intravenous drug users, hemophiliacs, and sexual contacts with any of these persons. AIDS does not typically develop until a person has been infected with HIV for several years. A person may remain free of symptoms for years after becoming infected. Infected persons have a 25 percent to 50 percent chance of developing AIDS over the next 20 years. Symptoms which may develop include fever (including night sweats), weight loss, swollen lymph glands, fatique, diarrhea and white spots or unusual blemishes in the mouth.

- PURPOSE OF THE HIV TEST. To evaluate your insurability, the Insurer named above, Protective Life Insurance Company, has requested that you provide a sample of your blood, urine or other body fluids for testing and analysis to determine the presence of human immunodeficiency virus (HIV) antibodies or antigens. This is not a test for AIDS; AIDS can only be diagnosed by medical
- **PRE-TEST COUNSELING.** Many public health organizations have recommended that before taking an AIDS-related test, a person seek counseling to become informed concerning the implications of such a test.
- METHOD AND ACCURACY OF THE HIV TEST. The HIV antibody test that is to be performed is actually a series of tests done by a medically accepted procedure. Your blood, urine or other body fluids sample will first be subjected to a test known as ELISA (enzymelinked immunosorbent assay). If the result of this test is positive, the ELISA test will be repeated. If this repeat ELISA test is also positive your blood, urine or other body fluids specimen will then be subjected to another, more specific technique called the Western blot test, for confirmation. Your test result is considered positive only after positive results are obtained on two ELISA tests and a Western Blot test. The HIV antibody test is extremely accurate. However, in rare instances the test may be positive in persons who are not infected with the virus (a false positive). This may include persons who have not engaged in high risk behavior. These individuals are encouraged to seek retesting to help confirm the validity of the positive test. Additionally, the test may occasionally be negative in persons who are infected with HIV (a false negative) especially when the infection occurred recently; it takes at least 4-12 weeks for a positive test result to develop after a person is infected.
- **CONFIDENTIALITY OF HIV TEST RESULTS.** All test results will be treated confidentially. They will be reported by the laboratory to the Insurer. When necessary for business reasons in connection with insurance you have or have applied for with the Insurer, the Insurer may disclose test results to others such as its affiliates, reinsurers, employees, or contractors. If the Insurer is a member of the MIB, LLC and if the test results for HIV antibodies/antigens are other than normal, the Insurer will report to the MIB, LLC a generic code which signifies only a non-specific laboratory test abnormality. If your HIV test is normal, no report will be made about it to the MIB, LLC. Other test results may be reported to the MIB, LLC in a more specific manner. The organizations described in this paragraph may maintain the test results in a file or data bank. There will be no other disclosure of test results or even that the tests have been done except as may be required or permitted by law or as authorized by you.
- **POSITIVE TEST RESULTS.** Positive HIV antibody/antigen test results do not mean that you have AIDS, but that you are at significantly increased risk of developing AIDS or AIDS-related conditions. Federal authorities say that persons who are HIV antibody/antigen positive should be considered infected with the AIDS virus and capable of infecting others. Positive HIV antibody or antigen test results or other significant laboratory test abnormalities will adversely affect your application for insurance. This means that your application may be declined, that an increased premium may be charged, or that other policy changes may be necessary.

6.

Signature of Proposed Insured or Parent/Guardian

Physician's Name	Physician's Address
state. Some states will require notification of of notification to your private physician. <b>CONSENT:</b> I have read and I understand this pamphlet entitled <i>HIV &amp; AIDS: Get The Facts.</i> I with the right to withdraw this consent prior to being te	re or indeterminate test results will be communicated in accordance with the rules of your positive or indeterminate test results to the local health department in addition to or in lieulatic and Consent for HIV (AIDS)-Related Testing and the accompanying informational coluntarily consent to testing and disclosure as described above. I understand that I have sted and that I may request and receive a copy of this form. A photocopy of this form will Protective Life Insurance Company or its reinsurers to make a brief report of any personal
Proposed Insured (Print)	Date of Birth

U-422-DE 7/2014

Date

State of Residence

P.O. Box 830619 Birmingham, AL 35283-0619

# NOTICE AND CONSENT FOR AIDS VIRUS (HIV) TESTING

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- **CONFIDENTIALITY OF HIV TEST RESULTS.** All test results will be treated confidentially. They will be reported by the laboratory to the Insurer. When necessary for business reasons in connection with insurance you have or have applied for with the Insurer, the Insurer may disclose test results to others such as its affiliates, reinsurers, employees, or contractors. If the Insurer is a member of the MIB, LLC and if the test results for HIV antibodies/antigens are other than normal, the Insurer will report to the MIB, LLC ageneric code which signifies only a non-specific laboratory test abnormality. If your HIV test is normal, no report will be made about it to the MIB, LLC. Other test results may be reported to the MIB, LLC in a more specific manner. The organizations described in this paragraph may maintain the test results in a file or data bank. There will be no other disclosure of test results or even that the tests have been done except as may be required or permitted by law or as authorized by you.
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6.

Signature of Proposed Insured or Parent/Guardian

0.	indeterminate test results will be provided to the private phys	ician you indicate below:
	Physician's Name	Physician's Address
pam the be a	state. Some states will require notification of positive or ind of notification to your private physician. <b>NSENT:</b> I have read and I understand this Notice and Comphlet entitled <i>HIV &amp; AIDS: Get The Facts.</i> I voluntarily consinght to withdraw this consent prior to being tested and that I	nate test results will be communicated in accordance with the rules of your eterminate test results to the local health department in addition to or in lieu issent for HIV (AIDS)-Related Testing and the accompanying informational ent to testing and disclosure as described above. I understand that I have may request and receive a copy of this form. A photocopy of this form will Insurance Company or its reinsurers to make a brief report of any personal
 Pro <sub>l</sub>	posed Insured (Print)	Date of Birth

7/2014 U-422-DE

Date

State of Residence

P.O. Box 830619 Birmingham, AL 35283-0619

# FROM AMERICAN RED CROSS PAMPHLET - HIV & AIDS: GET THE FACTS

### **HIV & AIDS**

AIDS is one of the leading causes of death for Americans between the ages of 25 and 44, according to the Centers for Disease Control and Prevention (CDC). Many of the people who are infected with HIV today did not believe they were at risk.

HIV is serious. HIV is deadly. HIV will be with us for a long time. You don't have to get HIV if you follow some simple rules of prevention. The following information about HIV infection and AIDS will help you and those you love learn to protect yourselves.

# FACT: AIDS is caused by a virus called HIV.

HIV stands for human immunodeficiency virus. It is the virus that causes AIDS – acquired immunodeficiency syndrome. HIV is spread from one person to another through sex and blood-to-blood contact. When someone becomes infected with HIV, the virus attacks that person's immune system (the system that defends the body from illness). A person develops AIDS when his or her immune system becomes so damaged that it can no longer fight off diseases and infections. These diseases and infections can be fatal. Most people get infected with HIV by having unprotected sex or sharing needles with someone who already has the virus. HIV does not discriminate. Anyone can get HIV.

# FACT: People infected with HIV may look and feel healthy for a long time.

It may take up to 10 years for people who are infected with HIV to develop AIDS. They may look and feel healthy for years after becoming infected. They may not know they are infected. Even if they don't look or feel sick, they can infect others.

### FACT: When signs of illness do appear, they vary from person to person.

Some people get fevers or diarrhea. Most people get swollen glands that won't clear up. Many lose weight for no apparent reason. This is because the virus harms the body's defenses (immune system). When people develop AIDS, they may have illnesses that healthy people would usually resist. Only a blood test can tell if someone is infected with HIV. Only a doctor can diagnose AIDS.

# FACT: You cannot "catch" HIV like you do a cold or flu.

Unlike many other viruses, HIV is not spread through the air or water. HIV is not spread through everyday casual contact.

**You cannot get HIV from** – handshakes, hugs, coughs or sneezes, sweat or tears, mosquitoes or other insects, pets, eating food prepared by someone else, being around an infected person. **Or from using** – swimming pools, toilet seats, phones or computers, straws, spoons, or cups, drinking fountains.

# FACT: Most people with HIV or AIDS got the virus by having sex or sharing needles with someone who was already infected – even once may put you at risk.

These are the most common ways in which HIV is spread: Having vaginal, anal, or oral sex without a latex condom, with someone who has HIV. Sharing needles or syringes with someone who is infected with HIV. From an infected mother to her baby during pregnancy, childbirth, or, rarely, through breast feeding.

# FACT: You can protect yourself from the virus.

The best ways to prevent HIV infection are: Do not have sex. You can get infected from even one sexual experience. Avoid contact with another person's blood, semen, or vaginal fluid. Do not shoot drugs. Never share any kind of needle or syringe. Any object that breaks the skin should not be shared. Do not use drugs or alcohol. They can keep you from thinking clearly and cause you to make unwise decisions. If you are sexually active – have sex only with a partner who is not infected, who has sex only with you, and who does not shoot drugs or share needles and syringes. Keep in mind that it is difficult to know these things about another person. Always use a latex condom for any kind of sex because it's possible you won't know if your partner is infected. Make smart decisions. Whether you have sex and whether you use condoms are decisions you can make over and over. You can choose not to have sex, even if you have had sex in the past. You can choose to use condoms even if you have not used condoms in the past. Use what you have learned to make decisions about sex that are good for you and for your partner. Get the latest information from the CDC.

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# FACT: Latex condoms (rubbers) can help prevent HIV infection.

Latex condoms can help lower your risk of HIV infection during sex, as well as your risk of contracting other sexually transmitted diseases (STDs). Latex condoms act as an effective barrier to diseases. But condoms are not foolproof. They don't completely eliminate the risk of becoming infected because they can break, tear, or slip off. They must be put on before genital contact. And they must be used the right way – from start to finish – every time for vaginal, anal, and oral sex. **Find out how.** 

Birth control pills and diaphragms will not protect you or your partner from HIV or other STDs.

# FACT: It is impossible for a donor to get HIV from giving blood or plasma.

In the United States, every piece of equipment (needles, tubing, containers) used to draw blood is sterile and brand new. It is used only once, and then destroyed. You cannot get HIV from giving blood.

# FACT: The chances of getting HIV from a blood transfusion in the United States are now extremely low.

Early in the AIDS epidemic, some people became infected with HIV through infected blood in the nations' blood supply. Since then, the risk of getting an HIV-contaminated transfusion has dropped dramatically and is now estimated to be two in one million units of blood. The Red Cross and other blood banks use a combination of ways to protect the blood supply, including –

Screening of donors. Since 1983, those who want to give blood are not allowed to give blood if they indicate they are at risk of being infected with HIV.

Testing donated blood and plasma for signs of HIV since 1985, when tests became available. If a test shows the presence of HIV, that blood is destroyed. Over time, testing methods have greatly improved. However, testing cannot completely eliminate the risk of infected blood. If someone donates blood or plasma soon after becoming infected, current tests may not always be able to detect the presence of the virus.

# FACT: There are blood tests for HIV.

If you think you may be infected with HIV, you may want to consider taking an antibody blood test and getting counseling both before and after being tested. These blood tests look for the presence of HIV antibodies in the blood as signs of the virus. The body almost always develops antibodies to fight off viruses that enter the blood stream.

**The "window period" affects test results.........** Current blood tests are over 99 percent accurate. However, there is usually a window period from a few weeks to a few months after a person becomes infected for enough antibodies to develop to be detected in a blood test. For this reason, if someone was infected recently, the test may not yet show that the person is infected. Contact your local public health department, AIDS service organization, Red Cross chapter, or doctor's office for more information about testing and HIV counseling.

# FACT: So far, there is no vaccine for HIV or a cure for AIDS.

Some medicines that are now available help to treat the symptoms of AIDS patients and allow them to live more comfortably. None of these medicines can keep a person from becoming infected with HIV. None of the treatments can cure AIDS. But people can prevent HIV infection by learning the facts and acting on them. Find out more about **HIV/AIDS treatment.** 

### FACT: You can help fight the battle against HIV and AIDS by being a volunteer.

Volunteers are always needed. They can answer AIDS hotlines and help teach others about HIV and AIDS. They can help people living with AIDS by shopping for them or bringing meals to their homes. They can help raise funds to fight this epidemic. Call **your local Red Cross chapter** or AIDS service organization to learn how you can help.

To learn more facts about HIV and AIDS, order the American Red Cross HIV/AIDS Facts Book.

Further information about HIV/AIDS can be obtained from your Red Cross chapter, local or state health department, other community agencies, the National AIDS Network agency, or the National AIDS Hot Line. The Hot Line number is 1-800-342-AIDS.

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P.O. Box 830619 Birmingham, AL 35283-0619

# THE CIVIL UNION AND EQUALITY ACT OF 2011 - DELAWARE

Protective Life Insurance Company complies with The Civil Union and Equality Act of 2011 ("the Act").

The Act provides that parties to a civil union (as defined in the Act) are entitled to the same legal obligations, responsibilities, protections, and benefits that are afforded or recognized by the laws of the State of Delaware to spouses. For the purposes of interpreting this policy or contract under the Act, a party to a civil union will be included in any definition or use of the terms "spouse", "family", "immediate family", "dependent", "next of kin", "stepparent", "tenants by the entirety" and any other terms, whether or not gender-specific, that describe a spousal relationship.

Please note that the laws of the State of Delaware have no effect on the status of this policy or contract under the laws of the United States, which may affect the federal tax status of the owner and any beneficiary.

This notice is required by the State of Delaware.

P.O. Box 830619 Birmingham, AL 35283-0619

# PRE-AUTHORIZED WITHDRAWAL AGREEMENT

# FOR DRAFTING OF PREMIUM PAYMENTS

The person paying the premium on the life insurance policy listed below must sign this agreement.

I request and authorize Protective Life Insurance Company to draw against the account listed below to pay premiums. I understand that no coverage exists until a policy is issued or I receive a Conditional Receipt/Temporary Life Insurance Receipt.

Policy Number:		Name of Insured:		
Name of Bank:				
Street Address or P.O. Bo	DX:			
City:		State:	Zip Code:	
Type of Account:	☐ Checking	□ Savings		
Routing Number:				
Account Number:			<del></del>	
Premium Frequency:	□ *Monthly (*Only available by bank draft)		☐ Quarterly	
	☐ Semi-Annually		☐ Annually	
account information application for life in Conditional Receipt	n does not provide nsurance unless I h t Agreement/Tempo s a Conditional/Ten	e any life insurance coverage have signed, dated and met the rary Life Insurance Receipt.  In a supporary Receipt with this form	g of the initial premium and providing on myself or any applicant listed on terms and conditions of the Protective	the
immediately and you wi	II be provided with	conditional coverage subject	to limited terms and conditions.	
Variable life insurance p	oremiums will not b	oe deducted unless a policy is	issued.	
I request future drafts be	made on the	<i>(1st - 28th)</i> day of th	ie month.	
		Premium Payer	- Depositor (Please Print)	
Date		 Signature		<del></del>

PLEASE INCLUDE A VOIDED CHECK WITH APPLICATION. IF THIS IS TO DRAFT FROM A BROKERAGE ACCOUNT, A VOIDED CHECK IS NOT NECESSARY. DO NOT USE STAPLES.

PL-104 06/14

P.O. Box 830619 Birmingham, AL 35283-0619

# CONDITIONAL RECEIPT AGREEMENT

### PREMIUM RECEIPT

This Conditional Receipt Agreement ("Agreement") contains the entire terms regarding conditional coverage. The Agreement provides a limited amount of insurance, for a limited period of time, subject to the terms provided hereafter. No Agent of Protective Life Insurance Company ("Company") can alter or waive any of the provisions of this Agreement. Furthermore, in no event will there be conditional coverage unless the first full premium required by the Company has been paid at the time of application.

Premium Amount Receiv	/ed: \$	
Method of Payment:	☐ Check	☐ Pre-Authorized Withdrawal
	Other	
The amount received is	a conditional paymen	t of the first premium for this insurance policy on the life of the
following Proposed Insu	red(s)	·
ALL PREMIUM CHECK	S MUST BE MADE F	PAYABLE TO PROTECTIVE LIFE INSURANCE COMPANY.
DO NOT MAKE CHEC	KS PAYABLE TO T	THE AGENT OR LEAVE THE PAYEE BLANK. CASH, MONEY

# **TERMS AND CONDITIONS**

### **Amount of Coverage**

If a premium has been accepted by the Company for an application of insurance and any person proposed for insurance in such application dies while this Agreement is in effect, the Company will pay, subject to the conditions and limitations contained herein, to the beneficiary designated in such application, the lesser of:

- (a) The amount of death benefit, if any, which would be payable under the policy covering the life or lives of the Proposed Insured(s) if issued as applied for under such application; or
- (b) The greater of (i) \$1,000,000 less the amount of death benefits due and payable by virtue of the Proposed Insured's death under any other policy, application, conditional receipt, or temporary life receipt with the Company, or (ii) \$50,000.

# **Date of Conditional Coverage**

Conditional coverage will begin when the application is completed, a premium has been accepted, this Agreement has been completed and signed, and all the terms and conditions stated herein have been satisfied.

# Limitations

Premium shall not be collected and this Agreement will not be effective if:

ORDERS AND CASHIER'S CHECKS WILL NOT BE ACCEPTED.

- (1) The Proposed Insured(s) is under 15 days of age or over age 80;
- (2) The Proposed Insured(s), within the past 90 days, has been admitted to a hospital or other medical facility, been advised by a member of the medical profession to be admitted, or had surgery performed or recommended;
- (3) Within the past two years, the Proposed Insured(s) has had treatment recommended by a member of the medical profession for heart trouble, stroke or cancer;
- (4) The Proposed Insured(s) has been rated or declined for insurance within the past five years; or
- (5) The Proposed Insured(s) intends to leave the United States within the next 60 days.

# **Termination and Refund of Premium**

There shall be no insurance coverage under this Agreement and this Agreement shall be void if:

- (1) Premium payment is by check, and it is not honored by the drawee bank upon presentation;
- (2) Premium payment is by Pre-Authorized Withdrawal, and the deduction is not honored by the drawee bank;
- (3) If the application to which this Agreement was attached is not approved as applied for by the Company within ninety days from the date of its receipt;
- (4) There is a material misrepresentation in the answers to any questions or statements in the application; or
- (5) If any Proposed Insured(s) dies by suicide, while sane or insane.

If any of the above-listed conditions do occur, the Company's liability under this Agreement is limited to a refund of the premium payment made.

# **Effective Date of Coverage**

Insurance issued based on the application will take effect on the latest of:

- (a) the date of the application;
- (b) the date requested in the application; or
- (c) the date of the last of any medical examinations or tests required under the rules and practices of the company.

Full life insurance coverage becomes effective when the policy is delivered and is governed by the policy contract. This Agreement will terminate when the policy contract is delivered.

Notice: You should retain a copy of this Agreement. The Original will be retained by the Company.

# **SIGNATURES:**

I have read this agreement and declare that the answers a I understand and agree to the terms, conditions, and limita			
Proposed Insured's Signature	Date		
Owner's Signature (if other than the Proposed Insured)	Date		
Joint Owner's Signature	Date		
Agent's Signature	Date		

P.O. Box 830619 Birmingham, AL 35283-0619

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- (a) The amount of death benefit, if any, which would be payable under the policy covering the life or lives of the Proposed Insured(s) if issued as applied for under such application; or
- (b) The greater of (i) \$1,000,000 less the amount of death benefits due and payable by virtue of the Proposed Insured's death under any other policy, application, conditional receipt, or temporary life receipt with the Company, or (ii) \$50,000.

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I have read this agreement and declare that the answers are true to the best of my knowledge and I understand and agree to the terms, conditions, and limitations of this Agreement.			
Proposed Insured's Signature	Date		
Owner's Signature (if other than the Proposed Insured)	Date		
Joint Owner's Signature	Date		
Agent's Signature	Date		

P.O. Box 830619 Birmingham, AL 35283-0619

# NOTICE TO OWNER/APPLICANT REGARDING REPLACEMENT OF LIFE INSURANCE

It is in your best interest to get all the facts before making a decision. Make sure you fully understand both the proposed new policy and your existing insurance. New policies may contain provisions which limit benefits during the initial period of the contract, in particular, the suicide and incontestable clauses.

To assist you in evaluating the proposed and the existing insurance, Delaware Insurance Regulation 1204 (Formerly Regulation 30) requires that the insurer advising or recommending replacement:

- 1. Provide the consumer, not later than the date the policy or contract is delivered, with a concise summary of the policy or contract to be issued.
- 2. Allow a twenty day period following the delivery of the policy during which time the consumer may surrender the new policy for a full refund;
- Advise the present insurance company(ies) of the pending replacement.

This same regulation requires your present insurer to provide, on your request, a similar summary describing your present insurance. This information will be provided if you request it using the form below.

INFORMATION ON PRESENT POLICIES					
COMPANY NAME	POLICY NUMBER	NAME OF INSURED	SUMMARY R	EQUESTED	
			□ Yes	□ No	
			□ Yes	□ No	
			☐ Yes	□ No	

(continue on reverse as required)

IT IS SELDOM WISE TO TERMINATE YOUR EXISTING POLICY UNTIL YOUR NEW POLICY HAS BEEN ISSUED AND YOU HAVE EXAMINED IT AND FOUND IT TO BE ACCEPTABLE.

# SIGNATURES I have read this notice and received a copy of it. Applicant/Proposed Insured's Signature Date Owner's Signature (if other than Applicant/Proposed Insured) Date Joint Owner's Signature Date Agent's Signature Date Agent's Name (Printed) Agent's Address Company Name

P.O. Box 830619 Birmingham, AL 35283-0619

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			□ Yes	□ No	
			☐ Yes	□ No	

(continue on reverse as required)

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P.O. Box 830619 Birmingham, AL 35283-0619

# LIFE INSURANCE ILLUSTRATION CERTIFICATION & ACKNOWLEDGEMENT

- This certification must be submitted with the Application for Life Insurance if a signed illustration is not submitted for one of the reasons set forth below.
- This form must be signed on or before the application signed date in restricted states.

1.	PROPOSED INSURED (please print)		
	First, Middle, Last Name:		
	Social Security Number:	Date of Birth (mm/dd/yyyy):	
2.	OWNER (if other than Proposed Insured)		
	First, Middle, Last Name:		
3.	AGENT/REPRESENTATIVE (please print)		
	First, Middle, Last Name:		
	Agent/Representative Number:	BGA Name (if applicable):	
4.	ELECTRONIC ILLUSTRATION DATA – Complete this section if an electronic illustration is presented and no corresponding printed copy is provided.		
	Gender Class:	Initial Death Benefit:	
	Date of Birth (mm/dd/yyyy):	Premium Amount Illustrated:	
	Underwriting Class:	Premium Mode:	
	Plan Type:	Number of Policy Years Illustrated:	
	Product Name:	Guaranteed Interest Rate:%	
	Policy Form Number:	Non-Guaranteed Illustrated Interest Rate:%	
	Rider(s):	Alternate Indexed Interest Rate:% (for Indexed Products)	
l, the	Applicant, hereby acknowledge that (check only one	) <del>:</del>	
	□ No policy illustration was provided to me and I understand that a policy illustration conforming to the policy as issued will be provided no later than the time the policy is delivered.		
	☐ The policy applied for is different than the policy illustration shown to me, and I understand that a policy illustration conforming to the policy as issued will be provided no later than at the time the policy is delivered.		
	I viewed a complete electronic illustration which was based on the personal and policy information shown on this form and I understand that a policy illustration conforming to the policy as issued will be provided no later than at the time the policy is delivered. No corresponding printed copy was provided.		
Appl	icant Signature: X	Date:	
l, the	■ Agent/Representative, hereby certify that (check only No illustration was used in the sale of the life insuran		
	☐ The life insurance applied for is other than as shown	The life insurance applied for is other than as shown in the policy illustration.	
	☐ I displayed a complete electronic illustration to the prinformation shown on this form. I further certify that the requirements and that no corresponding printed copy		
Agent/Representative Signature: X Date:			

A SIGNED COPY MUST BE PROVIDED TO THE APPLICANT AND TO THE COMPANY

See Page 2 for State Specific Disclosures

# REQUIRED CALIFORNIA DISCLOSURE - For Universal Life Policies with No-Lapse Guarantees

This policy is guaranteed to stay in force for a specified number of years as long as you meet the requirements of the Policy, including the Minimum Monthly Premium provision found in the policy contract. This provision is also known as a no-lapse guarantee, and a general description of the provision is included in the Narrative Summary section of the Basic Illustration.

While this policy provides a no-lapse guarantee, it may provide nonforfeiture benefits, such as cash surrender values, which are less than those that would be provided if the guarantee were issued as a separate policy, such as a term policy. If a separate term policy has higher nonforfeiture benefits, the premiums for the separate policy might be higher than the premiums for the no-lapse guarantee provided in this policy. Therefore, when considering the purchase of this policy, you should compare the value of higher nonforfeiture benefits, such as cash surrender values, versus the premiums required to keep your insurance coverage in force.

# REQUIRED SOUTH CAROLINA DISCLOSURE - For Universal Life Policies with No-Lapse Guarantees

If there is no policy debt or partial surrenders, this policy is guaranteed to stay in force during the no lapse period as long as you have paid the required minimum premiums. This guarantee could be provided by a separate policy (such as a term policy). However, the nonforfeiture benefits (such as cash surrender value) in this policy may be significantly less valuable than those provided by the separate policy. So, if you fail to pay a premium within a specified period of time from its due date or otherwise cause this policy to terminate early, the benefits paid to you upon termination could be much less than would customarily be paid if provided by the separate policy.

When thinking about purchasing this policy, you should consider the tradeoff you may be making between having significantly smaller nonforfeiture benefits (such as a cash surrender value) available to you upon surrender of the policy versus the reduction in premium, if any, you may receive for not having these benefits.