# 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.
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.
	Notice and Consent Form for AIDS	Must complete on all cases submitted.
U-595-OH	(HIV) Testing	Leave a copy of this form with the applicant.
PLX-588	Life Insurance Illustration Certification & Acknowledgement	Only required for illustrated UL products when an illustration is not obtained.
		Illustrations are required prior to issue.

#### NOT FOR USE WITH VARIABLE UNIVERSAL LIFE PRODUCTS

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 supplementa application forms, which can be found online a 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 0040 N		Must complete and sign regarding existing coverage.			
A-2043-N	Replacement Form	Leave a copy of this form with the applicant.			
		Must complete on 1035 Exchange/Transfer cases.			
F-LAD-277	Assignment/Transfer of Ownership (Section 1035 Exchange)	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

# **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 <u>www.mib.com</u> 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 <u>www.mib.com</u>.

#### 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.

## 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

Home Phone Name (First, Middle, Last) 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 (Provide Proposed Insured 2 Name and Date of Birth below. An additional application must be completed for the Proposed Insured 2.) Proposed Insured 2 Name Proposed Insured 2 Date of Birth 3. EMPLOYMENT INFORMATION Number of Years with Employer Employer's Name Annual Income Address 1 (Street or P.O. Box Number) Address 2 (City, State, Zip Code) Spouse/Domestic Partner Annual Income Net Worth Occupation 4. OWNER (If other than Proposed Insured, must complete information 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)

Relationship to Proposed Insured

Email Address

### 5. SEND PREMIUM NOTICES TO

(If other than Owner.)

	Name				Relationship to Proposed Insur	ed Date of Birth
	Address				Social Security Number/Taxpa	/er I.D. Number
SECT	TION II: <u>PLAN OF INS</u>	URANCE				
1.	Plan of Insurance/Nan			10.	What is the source of Premiun	ו Payment?
	Plan of Insurance/Nan	ne of Prod	uct		Current income or savings	
2.					☐ The Trust listed as the Own	er
	Face Amount	Face Amount			□ A third-party source, such a	s Premium Financing
3.	3. If Term or Alternative to Term (Indicate Years):			□ Other: Please explain.		
		□ 25 □ 30	0 🗆 35 🗆 40			
4.						
	Underwriting Class Qu (Protective will issue the	uoted		11.	Premium Payment:	
5.	If Universal Life:	□Level	Face Amount		□ Annual	\$
0.			asing Face Amount		□ Quarterly	\$
6.	Death Benefit Complia				□ Semi-Annual	\$
	(Subject to product av	allability.)			□ Monthly	\$
7.	Section 1035:	□ Yes	□ No		(Pre-Authorized Withdrawal C	nıy)
8.	1035 Loan Transfer:	□ Yes	□ No		□ Cash with Application	\$
9.	If any additional benef requested, check here		or child coverage are			
	(If checked, please com	nplete the F	Rider Worksheet. If not	t		

# SECTION III: BENEFICIARY DESIGNATIONS

policy.)

checked, no additional benefits or riders are included in the

(If multiple beneficiaries are named, shares will be divided equally among the surviving beneficiaries, unless otherwise specified. The total percentage for each class of beneficiary must equal 100%.)

1.	Primary Beneficiary Name(s)	Address	Telephone	Date of Birth	Social Security No.	Relationship	Percentage
2.	Contingent Beneficiary Name(s)	Address	Telephone	Date of Birth	Social Security No.	Relationship	Percentage
		<u> </u>			<u></u>	<u> </u>	<u> </u>
					<u> </u>	<u>p</u>	<u> </u>
						<u></u>	
						<u></u>	
						<u></u>	

# 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.)

1.	Does the Proposed Insured have an	v existing life insurance i	policies or annuit	v contracts in force?	□ Yes	🗆 No
••	Bees als rispessed meared have an	y onioung mo moundinoo j		y oonaaaa in 10100.		

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a)	Name of Insured	Company	<u></u>		·····
	Policy Number	Replace or Change	<u> </u>		
	Amount Purpose – Busines	ss or Personal	Issue Da	ite	
b)	Name of Insured	Company			
	Policy Number	Replace or Change			
	Amount Purpose – Busines	ss or Personal	Issue Da	ite	· · · · · · · · · · · · · · · · · · ·
2.	Is the policy applied for intended to be a replacement, existing life insurance policies or annuity contracts? (If you intend to replace existing coverage, complete and comparison statements.)		-	□ Yes	□ No
3.	Is there any application now pending or being consid covering the Proposed Insured? (If Yes, provide deta		surance	□ Yes	□ No
4.		overage Total Amount to be F		urpose o	f Coverage
5.	rated, canceled, or restricted in any way? (If Yes, plea In the next 3 years, will the ownership of the policy or	ase explain.)	•	□ Yes	□ No
0.	be transferred? (If Yes, please explain.)	interest in any fact swilling and	5 poney	□ Yes	□ No
6.	Is someone other than the Proposed Insured respons	ible for paying premiums?		□ Yes	□ No
	(If Yes, please explain.)				
7.	Will anyone unrelated to the Proposed Insured receiv (If Yes, please explain.)	e any of the policy death bene	fit?	□ Yes	□ No
8.	In the last two years has the Proposed Insured or				
	analysis to be performed or has the Proposed Insured	d or Owner been asked to auth	norize a		
9.	life expectancy analysis in the future? Has the Proposed Insured discussed transfer of the po to a life settlement company, Investor, offshore trust, with stranger owned or investment owned life insuran	investment trust, or entity ass	ociated	□ Yes	□ No
	have you considered such a transfer? (If Yes, please		,	□ Yes	□ No
	CTION V: PURPOSE OF INSURANCE				
(10	be answered and completed by the Owner. If additional sp	bace is needed, use Section VII ar	nd follow 1	the directi Perso	
1.	What is the purpose of the insurance? ( <u>Personal</u> – Family Estate Protection, Asset Transfer of (If Business insurance, complete Questions 2-6 below		ell, etc.)	□ Busine □ Busine	ess — Key Persor ess — Buy/Sell
2.	What percent of business does the Proposed Insured	own or control?			ess – Other %
2. 3.	What is approximate net annual income of business?			\$	70
4.	What is approximate market value of the business?			\$	
5.	What year was the business established?				
6.	Please complete the information below:				
	Name/Business Partner	Title	%	of Busin	ess Owned
	Insurance Company	Amount Now Carried or Appl	ied For		

# SECTION VI: PERSONAL HISTORY

# (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 Has the Proposed Insured consulted a pl	Frequency Date Last hysician or had treatment for the use or possession of:	Jsed	
(If Yes, complete the appropriate ques			
A. Alcohol?	tionnalle for Alcohor and Drug Ose.	□ Yes	□ No
B. Narcotics, stimulants, sedative		□ Yes	□ No
	d Insured been convicted of (I) two or more moving		
	e of alcohol or other drugs, or (III) had driver's license		
suspended or revoked?		🗆 Yes	🗆 No
Has the Proposed Insured ever been c	onvicted of, or pled guilty or no contest to a felony, or		
had any such charge pending against	them?	□ Yes	🗆 No
	pilot, student pilot or crew member, or intend to fly as	□ Yes	🗆 No
such within the next 2 years? (If Yes,			
	ber of, or entered into a written agreement to become		
	f required service in the armed forces, reserve, or		
	tails below. If on active duty, please complete the		
Military Questionnaire.)	and below. If on delive duty, please complete the	□ Yes	□ No
wintary Questionnaire.)			
Branch of Service Rank Dut	- 5 5	Current D	Duty Statio
	any of the following activities in the past 2 years?	🗆 Yes	🗆 No
(If Yes, complete the appropriate ques	tionnaire.)		
□ Racing □ Scuba Diving □ Hang	Gliding	🗆 Parad	chutina
с с с			-
Is the Proposed Insured a U.S. citizen?		□ Yes	□ No
(If No, provide details below and comple	te the Foreign National Questionnaire.)		
Country of Citizenship Visa Ty			псу
Has the Proposed Insured traveled or re	sided outside of the United States in the past 2 years?	🗆 Yes	🗆 No
(If Yes, provide details below and comple	ete the Foreign Travel and Residence Supplement.)		
Travel Details			
	vel or reside outside the United States or Canada within		
•	details below and complete the Foreign Travel and		□ No
Residence Supplement.)	details below and complete the roleigh fraver and		
Residence Supplement.			
To Where	Why		
	viiiy		
When	For How Long		
Has the Proposed Insured filed for or de	clared bankruptcy in the past ten (10) years?	□ Yes	□ No
(If Yes, provide details below.)	clared bankiupicy in the past ten (10) years:		
Type of Bankruptcy (Chapter)	Date Filed Date of Discharge or Reorganization	on	Status
<u>Type of Bankaptey (enaptery</u>			

#### SECTION VII: SPECIAL REMARKS AND DETAILS

(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.)

# DECLARATIONS

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:

- 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.
- No representative or medical examiner can make, alter or discharge any contract, accept risks, or waive Protective Life's rights or requirements.
- 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.
- 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
  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 alter
  these terms and conditions or to bind coverage under any other circumstances.
- I have reviewed the attached Receipt and understand and agree that it provides a <u>limited</u> amount of life insurance for a <u>limited</u> period of time, and that such coverage is subject to the terms and conditions set forth in the Receipt.
- 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.

# IMPORTANT INFORMATION ABOUT IDENTIFICATION VERIFICATION

To help the government fight the funding or terrorism and money laundering activities, Federal Law requires all 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 criminal offense and subject to penalties under state law.

Signed at:		
City	State	Date
(X) Signature of Proposed Insured	(X) Signature of Owner (i	if other than Proposed Insured)
(X) Signature of Representative	(X) Signature of Joint Ow	vner (if applicable)

# SUPPLEMENT TO LIFE INSURANCE APPLICATION

# **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): \_\_\_\_\_\_

	any policy to be issued as a result of this application: Will anyone other than the Insured, his or her family, or employer/business partner pay any portion of the initial or	Yes	No
(1)	future premiums or obtain any right, title or interest in this policy?		
	If Yes, complete the "Statement of Owner Intent" (Application Supplement – Part II)		
(2)	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)		
(3)	Will a trust, including family trust, own this policy?		
	If Yes, complete the "Trust Certification" (Application Supplement – Part III)		
(4)	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		/
(State)		-	(Month)	(Year)
Signature(s) of Proposed Insured(s):	X			SIGN HERE
	X			SIGN HERE
Signature(s) of Owner(s)/Trustee(s):	Χ			SIGN HERE
(provide officer's title if policy is owned by a corporation)	Χ			SIGN HERE
Signature of Witness:	Χ			SIGN HERE

# **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:				
0	(City and State)		Date	
Χ		SIGN HERE		
Producer Signature			Producer Name (Print)	
_				

ICC14-PL701

#### 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:

- 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;
- b. 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.

**Applicant - COPY** 

#### 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	ıre) Print Nar	ne of Parent or Legal Guardian

#### 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:

- 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;
- b. 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.

**Applicant - COPY** 

#### 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	ıre) Print Nar	ne of Parent or Legal Guardian

				<b>BROKER / REPRESENTATIV</b>	/E REP	PORT
1.	In what language were the questions on the ap	plication aske	d? *Please remember that Protect			
	service any application from an applicant who			sh 🗖 Spanish 🗖 Other*	Yes	No
	*List Other Language:					
2.	Is the Proposed Insured a relative or does the F	Proposed Insu	red have a business relationship v	vith you?		
	If Yes, Details:					
3.	(a) Will this policy replace or change existing					
	(b) If replacement of existing insurance is invo	olved, have yo	u complied with all relevant state r	equirements, including any	_	
	Disclosure and Comparison Statements?					
	If No, Explain:		.1.			
	Answer questions (c) and (d) <u>only</u> if this is a (c) Did you use any pre-printed company app					
	If Yes, List Name or Form Number:					
	(d) Did you use any Company approved, elect		erated, individualized sales materia	als (such as illustrations or		
	concept materials)? (If Yes, you must pro					
4.	Have you advised the proposed policyowner or	5	, ,	1 5		
	ownership of the policy to be issued, or its deat		1 5			
	trust, or entity associated with stranger owned o			alled SOLI or IOLI) or are		
	you otherwise aware that the policyowner may If Yes, please explain in Special Requests/Rem		ting such a transfer?			
5.	Has a mortality analysis or life expectancy analysis		formed on the Proposed Insured?			
6.	Has a medical examination been ordered?	/~ 1				
	If Yes, Name of Examiner:			of Exam:		
7.	Is Premium Financing involved in this case? (If					
	I have verified the identity of the Owner by pictu	-	•			
	Identification Type:					
Please include Driver's License Number if Owner is an individual and is other than the Proposed Insured. NOTE: Does not apply to direct marketing situations						
l ce	rtify that:					
a) both the Proposed Insured(s) and the Owner(s) read, speak and understand either the English or Spanish language; and						
<ul> <li>b) each has explicitly told me that they understood each question and item contained in this application; and</li> <li>c) the answers given in this application are complete and true to the best of my knowledge and belief; and</li> </ul>						
c) d)					nd	
<ul> <li>d) I know of nothing affecting the risk which is not set forth in my representative's report or this life insurance application; and</li> <li>e) I carefully explained each question before recording each answer and before the application was signed.</li> </ul>					nu	
•)	<u> </u>	, con a ling out				
			DUICO Oraclas d'Alexalaria		A /	
Sigi	nature of Broker/Representative	Date	PLICO Contract Number	Share % Business Phone	Numbe	er
		Eneral Add		Circuit at (City and Chata)		
Prir	nt Name of Above Signature	Email Addr	ress	Signed at (City and State)		
Sig	nature of Additional Broker/Representative	Date	PLICO Contract Number	Share % Business Phone	Numbe	er
Prir	nt Name of Above Additional Signature	Email Addr	ress	Signed at (City and State)		
BG	A/Broker Dealer Name	PLICO Cor	ntract Number			
Nev	w Business Key Contact	Email Addr	ress	Phone Number		
Bro	ker/Representative Special Requests/Remarks:					

# INFORMED CONSENT FORM FOR HIV TESTING

In order for us to evaluate your eligibility for insurance coverage, we request that you provide a blood or other bodily fluid sample for HIV testing and analysis. The test that will be performed will determine the presence of antibodies to the HIV virus. By signing and dating this form, you agree that the HIV antibody test may be performed on your blood or other bodily fluid sample and that underwriting decisions may be based on the test results. A positive test result will adversely affect your insurance application. It also may result in uninsurability for life, health, or disability insurance for which you may apply in the future.

#### HUMAN IMMUNODEFICIENCY VIRUS (HIV)

The HIV virus causes a life-threatening disorder of the immune system called Acquired Immune Deficiency Syndrome (AIDS). Antibodies to HIV are found in the blood and other bodily fluids of people who have been exposed to the virus. You do not have to have AIDS to have antibodies against HIV. The virus is spread by sexual contact with an infected person, by exposure to infected blood (as in needle sharing during intravenous drug use or, rarely, as a result of a blood transfusion), or from an infected mother to her new-born infant.

The HIV antibody test is actually a series of tests performed upon your blood or other bodily fluid sample by a medically accepted procedure which is extremely reliable. The testing will be performed by a licensed laboratory.

### PRE-TESTING CONSIDERATION:

Many public health organizations have recommended that before taking an HIV virus antibody test a person seek counseling to become informed about the implications of such tests. You may wish to consider counseling, at your expense, prior to being tested.

### DISCLOSURE OF TEST RESULTS:

All test results are confidential, except as provided by law. State law requires that the laboratory notify the Ohio Department of Health of positive test results.

The results of the test will be reported to the insurance company named on your application for insurance. The Insurer may not by law, release positive test results except as provided below:

- If your HIV antibody test result is normal (negative), you will not be notified. You will be notified of an abnormal (positive) test result if you indicate that you desire a positive result be made known to you. You may also identify another person to whom you want the positive results released.
- If you want a physician or other health care provider to be notified of an abnormal HIV antibody test result, you must indicate the name and address of that physician or provider.
- Abnormal test results may be disclosed to persons hired by the Insurer who participate in medical underwriting decisions of the Insurer. Abnormal test results may also be disclosed to affiliates of the Insurer who require the result for medical underwriting purposes.
- In addition, if your HIV antibody test is abnormal, a generic code signifying a nonspecific blood, oral fluid (saliva) or urine abnormality
  may be made known to the MIB, LLC (MIB). The MIB is an organization of life and health insurance companies which operates as
  an information exchange on behalf of its members. There will be no record with the MIB that you had a positive HIV antibody
  test; however, there will be a record at the MIB that you have some blood, oral fluid or urine abnormality. If you apply to another
  MIB member company for life or health insurance coverage, the MIB, upon request, will supply the information on you in its file to
  that member.

#### TEST RESULTS:

While a positive test result does not necessarily mean that you have AIDS, it does mean that you are at a greater risk of developing AIDS or AIDS-related conditions if you do not take appropriate medications. If you are infected with HIV, you are infectious to others. You should seek medical follow-up care with your personal health care provider.

HIV test results are highly reliable but not 100% accurate. If the test gives a positive result you should consider retesting in order to confirm the result. If the test gives a negative result, there is still a small possibility you may be infected with HIV. This is most likely to happen in recently infected persons. It takes at least 4 to 12 weeks for a positive test result to develop after a person is infected, and may take as long as 6 to 12 months.

U-595-OH (11/08)

#### OTHER SOURCES OF INFORMATION:

For more information about HIV or AIDS you may ask a doctor, a nurse, a counselor, or call the Ohio AIDS Hotline at 1-800-332-AIDS (2437). The hotline is a free call.

#### CONSENT FOR HIV TESTING:

I have read and I understand this HIV test informed consent form. I voluntarily consent to the withdrawal of blood or to the providing of another bodily fluid sample, the testing of my blood or other bodily fluid for HIV antibodies, and the disclosure of the test results a described above. I will be given a copy of this form. This consent is valid for ninety (90) days from the day of my signature below. The Insurer agrees to complete testing and provide the authorized notifications, as appropriate, within the 90 (ninety) day period. In addition, Protective Life Insurance Company or its reinsurers will make a brief report of any personal health information to the MIB.

In the event of a positive test result:

 $\Box$  Send the result to me at:

Address: \_\_\_\_\_

□ I authorize Protective Life Insurance Company to send the result to another person:

lame:	
Address:	

I authorize Protective Life Insurance Company to send the result to the following physician or health care provider.

Physician's Name:			
Address:			

AUTHORIZATION:

Name of Proposed Insured (Print)	Date	Signature of Proposed Insured	
Signature of Legal Guardian, if any	Date		
Signature of Person Obtaining Consent	Date		

# INFORMED CONSENT FORM FOR HIV TESTING

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  test; however, there will be a record at the MIB that you have some blood, oral fluid or urine abnormality. If you apply to another
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#### AUTHORIZATION:

Name of Proposed Insured (Print)	Date	Signature of Proposed Insured
Signature of Legal Guardian, if any	Date	
Signature of Person Obtaining Consent	Date	

#### 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. E	Box:			
City:		_ State:	Zip Code:	
Type of Account:	Checking	Savings		
Routing Number:				
Account Number:				
Premium Frequency:	*Monthly (*Only	available by bank draft)	Quarterly	
	Semi-Annually		Annually	

**Draft the initial premium** - I understand that authorizing the drafting of the initial premium and providing the account information does not provide any life insurance coverage on myself or any applicant listed on the application for life insurance unless I have signed, dated and met the terms and conditions of the Protective Life Conditional Receipt Agreement/Temporary Life Insurance Receipt.

# If the Company receives a Conditional/Temporary Receipt with this form your premium will be drafted immediately and you will be provided with conditional coverage subject to limited terms and conditions.

#### Variable life insurance premiums will not be deducted unless a policy is issued.

I request future drafts be made on the \_\_\_\_\_ (1st - 28th) day of the month.

Premium Payer - Depositor (Please Print)

Date

Signature

# 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.

# **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

The amount received is a conditional payment of the first premium for this insurance policy on the life of the

Other \_\_\_\_\_

following Proposed Insured(s)

### ALL PREMIUM CHECKS MUST BE MADE PAYABLE TO PROTECTIVE LIFE INSURANCE COMPANY.

# DO NOT MAKE CHECKS PAYABLE TO THE AGENT OR LEAVE THE PAYEE BLANK. CASH, MONEY ORDERS AND CASHIER'S CHECKS WILL NOT BE ACCEPTED.

#### **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:

- (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 are true to the best of my knowledge and belief. 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

# **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

The amount received is a conditional payment of the first premium for this insurance policy on the life of the

Other \_\_\_\_\_

following Proposed Insured(s)

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# DO NOT MAKE CHECKS PAYABLE TO THE AGENT OR LEAVE THE PAYEE BLANK. CASH, MONEY ORDERS AND CASHIER'S CHECKS WILL NOT BE ACCEPTED.

#### **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:

- (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.

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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 are true to the best of my knowledge and belief. 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

# IMPORTANT NOTICE: REPLACEMENT OF LIFE INSURANCE OR ANNUITIES

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

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

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

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

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

We want you to understand the effects of replacements and ask that you answer the following questions and consider the questions on the back of this form.

- 1. Are you considering discontinuing making premium payments, surrendering, forfeiting, assigning to the insurer, or otherwise terminating your existing life insurance policy or annuity contract? □ Yes □ No
- 2. Are you considering using funds from your existing policies or annuity contracts to pay premiums due on the new life insurance policy or annuity contract? □ Yes □ No

If you answered "Yes" to either of the above questions, list each existing life insurance policy or annuity contract you are contemplating replacing (include the name of the insurer, the insured or annuitant, and the life insurance policy or annuity contract number if available) and whether each life insurance policy or annuity contract will be replaced or used as a source of financing:

	INSURER NAME	ANNUITY CONTRACT OR LIFE INSURANCE POLICY #	INSURED OR ANNUITANT	REPLACED (R) or FINANCING (F)
1.				
2.				
3.				

Make sure you know the facts. Contact your existing company or its insurance producer/agent for information about the old life insurance policy or annuity contract. If you request one, an in-force illustration, life insurance policy summary or available disclosure documents must be sent to you by the existing insurer. Ask for and keep all sales material used by the insurance producer/agent in the sales presentation. Be sure that you make an informed decision.

The existing life insurance policy or annuity contract is being replaced because \_\_\_\_

I certify that the responses herein are, to the best of my knowledge, accurate:

Applicant/Proposed Insured's Signature		Printed Name		Date	
Owner's Signature (if other than App	licant/Proposed Insured)	Printed Name		Date	
Joint Owner's Signature		Printed Name		Date	
Insurance Producer's/Agent Signature		Printed Name		Date	
I do not want this notice read aloud to me		_ (Owner/Applicants must initial only if they do not want the notice read aloud.)			l aloud.)
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A replacement may not be in your best interest, or your decision could be a good one. You should make a careful comparison of the costs and benefits of your existing life insurance policy or annuity contract and the proposed life insurance policy or annuity contract. One way to do this is to ask the company or insurance producer/agent that sold you your existing life insurance policy or annuity contract to provide you with information concerning your existing life insurance policy or annuity contract. This may include an illustration of how your existing life insurance policy or annuity contract is working now and how it would perform in the future based on certain assumptions. Illustrations should not, however, be used as a sole basis to compare policies or annuity contracts. You should discuss the following with your agent to determine whether replacement or financing your purchase makes sense:

#### PREMIUMS:

Are they affordable?

Could they change?

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

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

### POLICY VALUES:

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

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

What surrender charges do the policies have?

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

Does the new life insurance policy provide more insurance coverage?

### INSURABILITY:

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

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

(Claims on most new policies for up to the first two years can be denied based on inaccurate statements. Suicide limitations may begin anew on the coverage.)

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

How are premiums for both policies being paid? How will the premiums on your existing life insurance policy be affected? Will a loan be deducted from death benefits? What values from the old life insurance policy are being used to pay premiums?

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

Will you pay surrender charges on your old annuity contract? What are the interest rate guarantees for the new annuity contract? Have you compared the annuity contract charges or other life insurance policy expenses?

# OTHER ISSUES TO CONSIDER FOR ALL TRANSACTIONS:

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

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

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

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

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

# IMPORTANT NOTICE: REPLACEMENT OF LIFE INSURANCE OR ANNUITIES

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

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

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

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

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

We want you to understand the effects of replacements and ask that you answer the following questions and consider the questions on the back of this form.

- 1. Are you considering discontinuing making premium payments, surrendering, forfeiting, assigning to the insurer, or otherwise terminating your existing life insurance policy or annuity contract? □ Yes □ No
- 2. Are you considering using funds from your existing policies or annuity contracts to pay premiums due on the new life insurance policy or annuity contract? □ Yes □ No

If you answered "Yes" to either of the above questions, list each existing life insurance policy or annuity contract you are contemplating replacing (include the name of the insurer, the insured or annuitant, and the life insurance policy or annuity contract number if available) and whether each life insurance policy or annuity contract will be replaced or used as a source of financing:

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1.				
2.				
3.				

Make sure you know the facts. Contact your existing company or its insurance producer/agent for information about the old life insurance policy or annuity contract. If you request one, an in-force illustration, life insurance policy summary or available disclosure documents must be sent to you by the existing insurer. Ask for and keep all sales material used by the insurance producer/agent in the sales presentation. Be sure that you make an informed decision.

The existing life insurance policy or annuity contract is being replaced because \_\_\_\_

I certify that the responses herein are, to the best of my knowledge, accurate:

Applicant/Proposed Insured's Signature		Printed Name		Date	
Owner's Signature (if other than	Applicant/Proposed Insured)	Printed Name		Date	
Joint Owner's Signature		Printed Name		Date	
Insurance Producer's/Agent Signature		Printed Name		Date	
I do not want this notice read aloud to me		_ (Owner/Applicants must initial only if they do not want the notice read aloud.)			loud.)
A-2043-N 8/01	Original - HOME OFFIC	E Page 1 of 2	Copy - OWNER/APPLICANT		(Rev. 09/23)

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Does the new life insurance policy provide more insurance coverage?

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

(Claims on most new policies for up to the first two years can be denied based on inaccurate statements. Suicide limitations may begin anew on the coverage.)

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

How are premiums for both policies being paid? How will the premiums on your existing life insurance policy be affected? Will a loan be deducted from death benefits? What values from the old life insurance policy are being used to pay premiums?

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

Will you pay surrender charges on your old annuity contract? What are the interest rate guarantees for the new annuity contract? Have you compared the annuity contract charges or other life insurance policy expenses?

# OTHER ISSUES TO CONSIDER FOR ALL TRANSACTIONS:

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

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

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

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

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

# PROTECTIVE LIFE AND ANNUITY INSURANCE COMPANY PROTECTIVE LIFE INSURANCE COMPANY<sup>1</sup>

# P.O. Box 830619

Birmingham, AL 35283-0619

		LIFE INSURAL	NCE ILLUSTRATION CERTIFICATION & ACKNOWLE	DGEMENT	
	•	illustration is not submitted for one of	with the Application for Life Insurance if a signe f the reasons set forth below. re the application signed date in restricted state		
1.	PR	OPOSED INSURED (please print)			
	Fire	st, Middle, Last Name:			
			Date of Birth <i>(mm/dd/yyyy)</i> :		
2.	٥v	INER (if other than Proposed Insured)			
	Fire	st, Middle, Last Name:			
3.	AG	ENT/REPRESENTATIVE (please print)			
	Fire	st, Middle, Last Name:			
			BGA Name <i>(if applicable)</i> :		
4.		ECTRONIC ILLUSTRATION DATA – Comple rresponding printed copy is provided.	ete this section if an electronic illustration is present	ed and no	
	Ge	nder Class:	Initial Death Benefit:		
	Da	te of Birth <i>(mm/dd/yyyy</i> ):	Premium Amount Illustrated:		
	Un	derwriting Class:	Premium Mode:		
	Pla	n Type:	Number of Policy Years Illustrated:		
	Pro	oduct Name:	Guaranteed Interest Rate:	%	
	Pol	icy Form Number:	Non-Guaranteed Illustrated Interest Rate:	%	
	Rid	ler(s):	Alternate Indexed Interest Rate: (for Indexed Products)	%	
l, the	e Ap	oplicant, hereby acknowledge that <i>(check or</i>	nly one):		
		No policy illustration was provided to me and issued will be provided no later than the time	I understand that a policy illustration conforming to the policy is delivered.	policy as	
	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	ican	t Signature: X	Date:		
l, the	e Ag	jent/Representative, hereby certify that (che No illustration was used in the sale of the life			
		The life insurance applied for is other than as	s shown in the policy illustration.		
Ager	nt/R	epresentative Signature: X	Date:		
	A SIGNED COPY MUST BE PROVIDED TO THE APPLICANT AND TO THE COMPANY See Page 2 for State Specific Disclosures				
PLX-	-588	-	Page 1 of 2	10/18	

# **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.

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