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.		
PLX-HIPAA25 Authorization to Obtain and Disclose Information (HIPAA) L		Must complete on all cases being submitted.		
		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.		
U-388	Notice and Consent Form for AIDS (HIV) Testing	Must complete on all cases submitted.  Leave a copy of this form with the applicant.		
VT-NOTICE	Notification of Right to Name a	Must complete on all cases submitted.		
VI-NOTICE	Secondary Addressee	Leave a copy of this form with the applicant.		
PLX-588	Life Insurance Illustration	Only required for illustrated UL products when an illustration is not obtained.		
	Certification & Acknowledgement	Illustrations are required prior to issue.		

# NOT FOR USE WITH VARIABLE UNIVERSAL LIFE PRODUCTS

# The forms listed on page 2 may be required if circumstances apply. Forms are available at finpro.protective.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 finpro.protective.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 Pre-determined Death Benefit Payout Endorsement (IPO), complete form number ICC18-437R.		
		If applying for the ExtendCare Chronic Illness Accelerated Death Benefit Rider, the medical examiner will need to complete the Underwriting Application form number ICC13-P226.		
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-2043-N	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.		•		•	,	_ 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

**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. this \_\_\_\_\_ day of \_\_\_\_ Signed in \_\_\_\_\_ (Month) (Year) Signature(s) of Proposed Insured(s): X \_\_\_\_\_ 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 **Producer Signature** Producer Name (Print)

ICC14-PL701 10/2014

# 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;
- 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).
- 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 organizations 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 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.
- d. to the Life Insurance Representative(s) and its staff, affiliated companies and/or entities, insurance companies and their reinsurers representing me on my (our) application for life insurance.

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

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 reinsurers, to make a brief report of my personal health information to MIB.

# 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.

# 

# 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;
- 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).
- 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 organizations 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 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.
- d. to the Life Insurance Representative(s) and its staff, affiliated companies and/or entities, insurance companies and their reinsurers representing me on my (our) application for life insurance.

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

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 reinsurers, to make a brief report of my personal health information to MIB.

# 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.) SIGNATURES Date of Authorization: List Health Care Providers Proposed Insured 1 (Signature) Print Name of Proposed Insured 1 Birthdate Social Security # Proposed Insured 2 (Signature) Print Name of Proposed Insured 2 Birthdate Social Security #

# P.O. Box 830619

# **Birmingham, AL 35283-0619**

				BROKER / REPRESENTAT	IVE REF	URI	
1.	In what language were the questions on the ap	•		•		l	
	service any application from an applicant who *List Other Language:	does not spea	k English or Spanish.   L English	sh 🗖 Spanish 🗖 Other*	Yes	No	
2.	Is the Proposed Insured a relative or does the	Proposed Inst	red have a husiness relationshin w	vith vou?	$\vdash_{\sqcap}$		
	If Yes, Details:	5 Froposed insured have a business relationship with you:					
3.	(a) Will this policy replace or change existing						
0.		volved, have you complied with all relevant state requirements, including any					
	Disclosure and Comparison Statements?	?					
	If No, Explain: Answer questions (c) and (d) <u>only</u> if this is	a renlacemen					
	(c) Did you use any pre-printed company app						
	If Yes, List Name or Form Number:						
	(d) Did you use any Company approved, elec				1_		
4.	concept materials)? (If Yes, you must pro Have you advised the proposed policyowner o						
4.	ownership of the policy to be issued, or its dea						
	trust, or entity associated with stranger owned	or investment	owned life insurance (commonly c		<u> </u>		
	you otherwise aware that the policyowner may If Yes, please explain in Special Requests/Rer		ting such a transfer?				
5.	Has a mortality analysis or life expectancy ana		formed on the Proposed Insured?				
6.	Has a medical examination been ordered?						
7.	If Yes, Name of Examiner: Is Premium Financing involved in this case? (If	Yes nlease s		of Exam:			
7.	I have verified the identity of the Owner by pict				+=		
	Identification Type:		Driver's License Number:				
		Owner is an individual and is other than the Proposed Insured.					
Lce	NOTE: Does not apply to direct marketing siturity that:	14110115					
a)	both the Proposed Insured(s) and the Owne						
p)	each has explicitly told me that they unders						
c) d)	the answers given in this application are coll know of nothing affecting the risk which is				and		
e)	I carefully explained each question before r				a		
Sign	nature of Broker/Representative	Date	PLICO Contract Number	Share % Business Phone	e Numbe	er	
Prir	Print Name of Above Signature Email Address Signed at (City and State)						
Sig	nature of Additional Broker/Representative	Date	PLICO Contract Number	per Share % Business Phone		er	
Prir	nt Name of Above Additional Signature	Email Addı	ress	Signed at (City and State)			
BG	A/Broker Dealer Name	PLICO Co.	ntract Number				
New Business Key Contact Email Address Phone Number							
	v Business Key Contact	EMAII Addi	1622	Phone Number			
Bro	ker/Representative Special Requests/Remarks:						

PLX-408 6/2012

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

# **HIV TESTING INFORMATION STATEMENT & CONSENT FORM - VERMONT**

Vermont law requires that this entire statement be read aloud to you. It contains important information about HIV testing and your rights under Vermont law. A copy of it will be given to you to keep and review.

The insurance company you are applying to for coverage may want to take a sample from you to be tested by a laboratory for indication of HIV infection. This information may be used as part of its decision whether to sell you insurance coverage. The insurance company may request a sample of your blood in order to conduct the test. The insurance company will pay for this test.

HIV stands for human immunodeficiency virus. HIV is the virus that causes AIDS (acquired immunodeficiency syndrome). Different laboratory tests can be used to identify HIV infection, the most common being a combination HIV antibody/antigen test. Presence of HIV antibodies or antigens in the sample means that a person has been infected with the HIV virus. While a positive HIV antibody/antigen test result does not mean that you have AIDS, it does mean that you are at a seriously increased risk of developing AIDS and more testing is needed to assess your health. A negative test result means that no HIV antibodies or antigens were found. Because of varying incubation periods (also known as the window period), absence of HIV antibodies or antigens does not guarantee that you have not been infected with the virus. In addition, the absence of HIV antibodies or antigens does not mean that you are immune to the virus. If your HIV antibody/antigen test is indeterminate, a nucleic acid test (NAT) may be ordered to provide more information. More information about the HIV testing process specific to the insurance company you are applying to can be requested of their medical staff.

If after listening to this statement you do not wish to be tested, do not sign the informed consent form and the application process will be suspended. Before deciding whether to consent to this testing you may, at your own choice and expense, consult with a personal physician or counselor or the Vermont Department of Health regarding HIV and HIV testing. Anonymous HIV testing is also available, the results of which would not be connected to any personally identifying information. To find an anonymous HIV testing site contact the Vermont Department of Health using the contact information at the end of this letter. Any delay in your application resulting from pursuing the options described above will not affect the status of your application or policy.

If after listening to this statement you decide to proceed, you may choose to receive the test results directly or to designate in writing (on the informed consent form) any other person whom you want to receive the results.

All test results will be treated confidentially. The laboratory that conducts the test will report the results to the insurance company, which may in turn report results to its affiliates, reinsurers, medical personnel and insurance support organizations that are involved in the decision by the insurer to sell you insurance. Test results will not be shared with your insurance agent or broker. You have the right to sue a person for damages arising from the unauthorized negligent or knowing disclosure of HIV-related test results.

If your test result is positive or indeterminate, the insurance company may report a nonspecific test code to the medical information bureau, MIB, LLC (MIB). The MIB is a central computerized facility that keeps on file the health information of the applicants for life and health insurance for use by insurance companies. In addition, positive test results must be reported to the Vermont Department of Health.

You have rights that include the following:

- 1. If your HIV status is determined to be negative, coverage shall not be denied based on HIV status.
- 2. Your HIV test will only be considered as positive if testing results meet the most current Centers for Disease Control and Prevention recommended laboratory HIV testing algorithm or more reliable confirmatory test or test protocol that has been approved by the United States Food and Drug Administration.
- 3. If the HIV-1/2 antibody differentiation test result is indeterminate, the insurer may delay action on the application, but no change in preexisting coverage, benefits, or rates under any separate policy or policies held by the individual shall be based upon such indeterminacy.
- 4. If the HIV-1 NAT test is invalid, the full testing algorithm shall be repeated.
- 5. No application for coverage shall be denied based on an indeterminate or invalid result. Any underwriting decision granting a substandard classification or exclusion based on the individual's prior HIV-related test results shall be reversed, and the company performing any previous HIV-related testing that had forwarded to a medical information bureau reports based upon the individual's prior HIV-related test results shall request the medical information bureau to remove any abnormal codes listed due to such prior test results.

- 6. If you are denied insurance, or offered insurance on any other than a standard basis, because of the positive results of an HIV-related test, you may request a retest once within the three-year period following the date of the most recent test; and in any event, upon updates to the Centers for Disease Control and Prevention recommended laboratory HIV testing algorithm for serum or plasma specimens. If such retest is negative, a new application for coverage shall not be denied by the insurer based upon the results of the initial test. Any underwriting decision granting a substandard classification or exclusion based on the individual's prior HIV-related test results shall be reversed, and the company performing a retest which had forwarded to a medical information bureau reports based upon the individual's prior HIV-related test results shall request the medical information bureau to remove any abnormal codes listed due to such prior test results.
- 7. Any individual who sustains damage as a result of the unauthorized negligent or knowing disclosure of that individual's individually-identifiable HIV-related test result information in violation of subdivision (H) of this subdivision (20) may bring an action for appropriate relief in Superior Court against any person making such a disclosure. The Court may award costs and reasonable attorney's fees to the individual who prevails in an action brought under this subdivision.

Information about HIV and how to access anonymous HIV testing sites in Vermont is available at the Vermont Department of Health website: <a href="https://www.healthvermont.gov/disease-control/hiv">www.healthvermont.gov/disease-control/hiv</a> or by calling (800) 882-2437. Additional information about HIV is available at the Centers for Disease Control and Prevention's website <a href="https://www.cdc.gov/hiv">www.cdc.gov/hiv</a> or by calling (800) 232-4636.

HIV is a treatable infection. In the event you test positive for HIV, it is very important that you seek medical care. You can obtain helpful information from the Vermont AIDS Hotline at (800) 882-2437.

If you choose, you will now be asked to sign a written informed consent form permitting the insurance company to have you tested for HIV.

Informed Consent

To be <u>signed before medical professional or company agent obtains sample.</u>

This statement has been read aloud to me and I understand this *HIV TESTING INFORMATION STATEMENT & CONSENT FORM*. I voluntarily consent to the <u>collection of blood samples for the purpose of testing to determine if HIV antibodies or antigens are present</u> and the disclosure of the test results as described above.

Name of Proposed Insured	Signature of Proposed Insured	Date
Birth Date	State of Residence	
Name of Medical Professional or Company Agent Collecting Sample	Signature of Medical Professional or Comp Collecting Sample	pany Agent

#### Notification of Test Results

To be completed at time of application or when a Medical Professional or company agent obtains sample.

You may choose to receive the test results directly or to designate below another person to whom the results should be sent:

PLEASE SEND MY TEST RESULTS TO:		
Name:		
Address:		
City:	State:	Zip Code:

VT-Bulletin 138-Form 1 (Rev. 09/2019)

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

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If you choose, you will now be asked to sign a written informed consent form permitting the insurance company to have you tested for HIV.

Informed Consent

To be <u>signed before medical professional or company agent obtains sample.</u>

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Name of Proposed Insured	Signature of Proposed Insured	Date
Birth Date	State of Residence	
Name of Medical Professional or Company Agent Collecting Sample	Signature of Medical Professional or Comp Collecting Sample	any Agent

#### Notification of Test Results

To be completed at time of application or when a Medical Professional or company agent obtains sample.

You may choose to receive the test results directly or to designate below another person to whom the results should be sent:

PLEASE SEND MY TEST RESULTS TO:		
Name:		
Address:		
City:	State:	Zip Code:

VT-Bulletin 138-Form 1 (Rev. 09/2019)

P.O. Box 830619 | Birmingham, AL 35283-0619 | Phone: 1-800-366-9378 | Fax: 205-268-5807

# NOTIFICATION OF RIGHT TO NAME SECONDARY ADDRESSEE

Vermont policyholders have the right to designate a secondary addressee to receive notice of policy lapse or termination for nonpayment of premium. If you would like to make a designation, please complete the information below and return it to us at P.O. Box 830619, Birmingham, Alabama 35283-0619. If you do not wish to name a secondary addressee at this time, simply do not return the form. Note that this form will be provided on an annual basis should you reconsider.

If you have any questions about your right to name a secondary addressee, please call us at 1-800-366-9378, write us at P.O. Box 830619, Birmingham, Alabama 35283-0619, or fax us at 205-268-5807.

Please Print the Following Information:
Policy Number (if known)
Policy Owner's Name
Insured's Name
Secondary Addressee:
Name
Street Address or P.O. Box
City, State, Zip Code

VT Notice 06/24

P.O. Box 830619 | Birmingham, AL 35283-0619 | Phone: 1-800-366-9378 | Fax: 205-268-5807

# NOTIFICATION OF RIGHT TO NAME SECONDARY ADDRESSEE

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If you have any questions about your right to name a secondary addressee, please call us at 1-800-366-9378, write us at P.O. Box 830619, Birmingham, Alabama 35283-0619, or fax us at 205-268-5807.

Please Print the Following Information:
Policy Number (if known)
Policy Owner's Name
Insured's Name
Secondary Addressee:
Name
Street Address or P.O. Box
City, State, Zip Code

VT Notice 06/24

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. E	sox:		
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
account information application for life Conditional Receip	on does not provide insurance unless I h ot Agreement/Tempo s a Conditional/Ten	e any life insurance coverage ave signed, dated and met the rary Life Insurance Receipt. nporary Receipt with this form	g of the initial premium and providing the on myself or any applicant listed on the terms and conditions of the Protective Life
immediately and you w	ill be provided with	conditional coverage subject	to limited terms and conditions.
		oe deducted unless a policy is	
		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.

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 Received: \$			
Method of Payment:	☐ Check	☐ Pre-Authorized Withdrawal	
	□ Other	<del></del>	
The amount received is a conditional payment of the first premium for this insurance policy on the life of the			
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		

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 Received: \$			
Method of Payment:	☐ Check	☐ Pre-Authorized Withdrawal	
	□ Other		
The amount received is a conditional payment of the first premium for this insurance policy on the life of the			
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		

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

# 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. Are you considering discontinuing making premium payments, surrendering, forfeiting, assigning to ☐ Yes ☐ No the insurer, or otherwise terminating your existing life insurance policy or annuity contract? Are you considering using funds from your existing policies or annuity contracts to pay premiums due ☐ Yes ☐ No on the new life insurance policy or annuity contract? 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: INSURED OR REPLACED (R) or ANNUITY CONTRACT OR **INSURER NAME** ANNUITANT FINANCING (F) LIFE INSURANCE POLICY # 1. 2. 3. 5. 6. 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

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Printed Name

Printed Name

Date

Date

(Owner/Applicants must initial only if they do not want the notice read aloud.)

Joint Owner's Signature

Insurance Producer's/Agent Signature

I do not want this notice read aloud to me

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?

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

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Printed Name

Printed Name

Date

Date

(Owner/Applicants must initial only if they do not want the notice read aloud.)

Joint Owner's Signature

Insurance Producer's/Agent Signature

I do not want this notice read aloud to me

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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 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.	<b>ELECTRONIC ILLUSTRATION DATA – Complete this s</b> corresponding printed copy is provided.	ection if an electronic illustration is presented and no
	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)
I, the	e Applicant, hereby acknowledge that <i>(check only one)</i>	:
	☐ No policy illustration was provided to me and I unders issued will be provided no later than the time the police.	tand that a policy illustration conforming to the policy as
	☐ The policy applied for is different than the policy illustration conforming to the policy as issued will be p	ration shown to me, and I understand that a policy provided no later than at the time the policy is delivered.
		pased on the personal and policy information shown on this ning to the policy as issued will be provided no later than at nited copy was provided.
Appl	icant Signature: X	Date:
I. the	e Agent/Representative, hereby certify that (check only	one):
,	☐ No illustration was used in the sale of the life insurance	,
	$\hfill\Box$ The life insurance applied for is other than as shown in	n the policy illustration.
	☐ I displayed a complete electronic illustration to the proinformation shown on this form. I further certify that the requirements and that no corresponding printed copy	
Ageı	nt/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.

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