

# Life and Annuity Division

## Annuity New Business Checklist

Protective Life Insurance Company<sup>1</sup>  
West Coast Life Insurance Company<sup>1</sup>  
Protective Life and Annuity Insurance Company

### APPLICATION

- Customer information completed in its entirety where applicable.**
- Beneficiary information completed in its entirety. Please note the following:**
  - ✓ Beneficiary allocations must equal 100% for both Primary and Contingent Beneficiaries.
  - ✓ Percentage and Designation are required for each beneficiary.
  - ✓ Any additional beneficiaries not included on the application must be submitted in writing with a signature of the owner(s) and dated.
- Plan Type. Please note the following:**
  - ✓ Include the plan type that we are to issue the contract and ensure that it is applicable to the product being sold.
  - ✓ Include the amount being submitted as well as any transfer and tax information applicable to this contract.
- Fund Allocations must equal 100%.**
- Replacement Questions completed in their entirety by both customer and agent.**
- Customer Signature. All owners must sign.**
  - ✓ Annuitant signature is required if different than the owner(s).
  - ✓ Complete Date, City and State fields.
- Agent Signature. To ensure timely processing, please include the following:**
  - ✓ Agent's name printed, Agency name, and Agent's phone number.
  - ✓ Florida License ID # if applicable.

### SUITABILITY FORM

*This form does not need to be completed if the suitability of this annuity transaction has been approved by a registered principal of your firm.*

### REPLACEMENT FORM(S)

*Please complete all applicable Replacement Forms.*

### TRANSFER / ROLLOVER / EXCHANGE FORM

*Please complete all applicable forms.*

### TRUST DOCUMENTATION

*If the owner or beneficiary is a Trust, we must receive a copy of the Trust Certification form or the first and last page of the trust in order to issue the contract.*

### POWER OF ATTORNEY DOCUMENTATION

*If applicable, Durable POA documentation is required.*

<sup>1</sup> Not authorized in New York

#### FOR AGENT / BROKER DEALER INFORMATION ONLY. NOT FOR USE WITH CONSUMERS.

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

# GO PAPERLESS.

## eDelivery is simple and free

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

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



Enroll today at [www.edelivery.protective.com](http://www.edelivery.protective.com)!

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

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

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

  
**Protective**<sup>®</sup>  
Protect Tomorrow. Embrace Today.<sup>™</sup>

INDIVIDUAL ANNUITY APPLICATION

Protective Life Insurance Company

Select Product: [ ] Protective Market Defender
A Modified Guaranteed Annuity

Send Applications to:

Overnight: 2801 Hwy 280 South, Birmingham, Alabama 35223
U. S. Mail: P. O. Box 10648, Birmingham, Alabama 35202-0648
(800) 456-6330

Contract # \_\_\_\_\_

PRIMARY OWNER (If mailing address is a P.O. Box, please provide a physical address in the 'Remarks' area.)

Name: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

SSN/Tax ID: \_\_\_\_\_ DOB: \_\_\_\_\_ [ ] M [ ] F Email: \_\_\_\_\_

JOINT OWNER (If applicable.)

Name: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

SSN/Tax ID: \_\_\_\_\_ DOB: \_\_\_\_\_ [ ] M [ ] F Email: \_\_\_\_\_

ANNUITANT (If different from Primary Owner. Must be a living person.)

Name: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

SSN/Tax ID: \_\_\_\_\_ DOB: \_\_\_\_\_ [ ] M [ ] F Email: \_\_\_\_\_

PLAN TYPE: [ ] Non-Qualified [ ] Traditional IRA [ ] Roth IRA [ ] Other \_\_\_\_\_
(Please choose one.)

INITIAL PURCHASE PAYMENT: \$ \_\_\_\_\_
(Minimum: \$25,000)

FUNDING SOURCE: [ ] Transfer - \$ \_\_\_\_\_ [ ] Cash - \$ \_\_\_\_\_
(Please check all that apply.) [ ] Rollover - \$ \_\_\_\_\_ [ ] 1035 Exchange - \$ \_\_\_\_\_
[ ] IRA or Roth IRA Contribution - \$ \_\_\_\_\_ for Tax Year \_\_\_\_\_

ALLOCATION INSTRUCTIONS: Use whole percentages only to allocate your initial purchase payment. Must equal 100%.

Automatic Renewal: [ ] Set Automatic Renewal for ALL Strategies selected below.

Declared Rate Account: \_\_\_\_\_%

Guaranteed Interest Strategy: \_\_\_\_\_% Fixed Interest, 1-Year Term [ ] Set Automatic Renewal for this Strategy

Indexed Strategies:

S&P 500®

MSCI EAFE®

\_\_\_\_\_% 1-Year Term, -5% Floor
[ ] Set Automatic Renewal for this Strategy
\_\_\_\_\_% 1-Year Term, -10% Floor
[ ] Set Automatic Renewal for this Strategy
\_\_\_\_\_% 1-Year Term, -20% Floor
[ ] Set Automatic Renewal for this Strategy

\_\_\_\_\_% 1-Year Term, -5% Floor
[ ] Set Automatic Renewal for this Strategy
\_\_\_\_\_% 1-Year Term, -10% Floor
[ ] Set Automatic Renewal for this Strategy
\_\_\_\_\_% 1-Year Term, -20% Floor
[ ] Set Automatic Renewal for this Strategy

An annuity contract is not a deposit or obligation of, or guaranteed by any bank or financial institution.
It is not insured by the Federal Deposit Insurance Corporation or any other government agency.

**IMPORTANT NOTICE**

**Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof.**

**REPLACEMENT:**

- Will this annuity change or replace an existing life insurance policy or annuity contract?  NO  YES
- Do you currently have a life insurance policy or annuity contract?  NO  YES  
*(If "YES", please provide the company name and policy or contract number below.)*

Company - \_\_\_\_\_ Policy or Contract # \_\_\_\_\_  
 Company - \_\_\_\_\_ Policy or Contract # \_\_\_\_\_  
 Company - \_\_\_\_\_ Policy or Contract # \_\_\_\_\_

**REMARKS:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**NOT INSURED BY ANY GOVERNMENT AGENCY · NO BANK GUARANTEE · NOT A DEPOSIT**

I understand this application will become part of my annuity contract. I have read the completed application and confirm the information it contains is true and correct, to the best of my knowledge and belief. However, these statements are representations and not warranties. If this application has a Joint Owner, Protective Life may accept instructions from either Owner on behalf of both Owners.

I acknowledge receipt of an "Annuity Buyer's Guide" and a prospectus describing the Protective Market Defender Annuity.

I understand this annuity includes indexed Strategies and a market value adjustment. Interest credited to, or losses deducted from indexed Strategy segments depend upon the performance of the Strategy's independent index and the Strategy's elements, but the Strategies *do not* participate directly in any index or stock investment. I understand that during the withdrawal charge period, withdrawals from the contract that exceed any available free-withdrawal amount are subject to an unlimited market value adjustment and a withdrawal charge.

Application signed at: \_\_\_\_\_ on \_\_\_\_\_  
*(City and State) (Date)*

Owner's Signature \_\_\_\_\_ Joint Owner's Signature (if applicable) \_\_\_\_\_ Annuitant's Signature (if not an Owner) \_\_\_\_\_

**Federal law requires the following notice: We may request or obtain additional information to establish or verify your identity.**

**Use Administrative Form LAD-1225 to name or change a beneficiary any time before the death of an owner.**

**PRODUCER REPORT:**

*(To prevent delays processing this application, please complete all questions in this section.)*

To the best of your knowledge and belief:

- Does this annuity purchase change or replace any existing life insurance policy or annuity contract?  NO  YES
- Does the applicant have any existing life insurance policy(s) or annuity contract(s)?  NO  YES

Type of unexpired government issued photo I.D. used to verify the applicant's identity? \_\_\_\_\_  
*(Type) (Number)*

I determined the suitability of this annuity to the applicant's current financial needs, goals, and situation by asking about the applicant's financial status, tax status, financial goals and objectives, and other relevant information.

I have accurately recorded the information provided by the applicant(s). I have not used any written sales materials other than those approved by Protective Life. I have reasonable grounds to believe the purchase of this annuity is suitable for the applicant(s).

Producer 1 Signature \_\_\_\_\_ Producer 1 # \_\_\_\_\_ Share \_\_\_\_\_ %  
 Producer 1 Printed Name \_\_\_\_\_ Producer 1 Florida Lic. # (if applicable) \_\_\_\_\_  
 Broker/Agency Name \_\_\_\_\_ Phone # \_\_\_\_\_ Email \_\_\_\_\_  
 Producer 2 Printed Name \_\_\_\_\_ Producer 2 # \_\_\_\_\_ Share \_\_\_\_\_ %

**Beneficiary Information Request**

Use this form for initial beneficiary designations.

Owner's Name: \_\_\_\_\_ Annuitant's Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Owner's SSN/TIN: \_\_\_\_\_

**PLEASE NOTE:** If multiple beneficiaries are named, proceeds will be paid equally to all primary beneficiaries surviving the owner (or annuitant if non-material owner) unless instructed otherwise. If all primary beneficiaries have predeceased the owner, proceeds will be paid to the named contingent beneficiaries equally unless instructed otherwise. If there are no surviving beneficiaries, proceeds will be paid to the owner's estate.

**BENEFICIARY INFORMATION:**

Beneficiary Type: (select one) <input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Name: _____ Social Security Number: _____ Address: _____ Date of Birth: _____ Telephone Number: _____ Relationship to Owner: _____ (select one) <input type="checkbox"/> Spouse <input type="checkbox"/> Non-spouse Percentage: _____%
Beneficiary Type: (select one) <input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Name: _____ Social Security Number: _____ Address: _____ Date of Birth: _____ Telephone Number: _____ Relationship to Owner: _____ (select one) <input type="checkbox"/> Spouse <input type="checkbox"/> Non-spouse Percentage: _____%
Beneficiary Type: (select one) <input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Name: _____ Social Security Number: _____ Address: _____ Date of Birth: _____ Telephone Number: _____ Relationship to Owner: _____ (select one) <input type="checkbox"/> Spouse <input type="checkbox"/> Non-spouse Percentage: _____%
Beneficiary Type: (select one) <input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Name: _____ Social Security Number: _____ Address: _____ Date of Birth: _____ Telephone Number: _____ Relationship to Owner: _____ (select one) <input type="checkbox"/> Spouse <input type="checkbox"/> Non-spouse Percentage: _____%
Beneficiary Type: (select one) <input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Name: _____ Social Security Number: _____ Address: _____ Date of Birth: _____ Telephone Number: _____ Relationship to Owner: _____ (select one) <input type="checkbox"/> Spouse <input type="checkbox"/> Non-spouse Percentage: _____%
Beneficiary Type: (select one) <input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Name: _____ Social Security Number: _____ Address: _____ Date of Birth: _____ Telephone Number: _____ Relationship to Owner: _____ (select one) <input type="checkbox"/> Spouse <input type="checkbox"/> Non-spouse Percentage: _____%

**SPECIAL INSTRUCTIONS:**

**SIGNATURES:**

Owner's Name (please print) \_\_\_\_\_ Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

Joint Owner's Name (please print) \_\_\_\_\_ Joint Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

<sup>1</sup> Not authorized in New York

# NAIC Buyer's Guide for Deferred Annuities

It's important that you understand how annuities can be different from each other so you can choose the type of annuity that's best for you. The purpose of this Buyer's Guide is to help you do that. This Buyer's Guide isn't meant to offer legal, financial, or tax advice. You may want to consult independent advisors that specialize in these areas.

**This Buyer's Guide is about deferred annuities in general and some of their most common features. It's not about any particular annuity product.** The annuity you select may have unique features this Guide doesn't describe. It's important for you to carefully read the material you're given or ask your annuity salesperson, especially if you're interested in a particular annuity or specific annuity features.

This Buyer's Guide includes questions you should ask the insurance company or the annuity salesperson (the agent, producer, broker, or advisor). Be sure you're satisfied with the answers before you buy an annuity.

## Table of Contents

<b>What Is an Annuity?</b> .....	<b>1</b>
When Annuities Start to Make Income Payments .....	1
How Deferred Annuities Are Alike .....	1
How Deferred Annuities Are Different .....	2
<b>How Does the Value of a Deferred Annuity Change?</b> .....	<b>3</b>
Fixed Annuities .....	3
Fixed Indexed Annuities .....	3
Variable Annuities .....	4
<b>What Other Information Should You Consider?</b> .....	<b>4</b>
Fees, Charges, and Adjustments .....	4
How Annuities Make Payments .....	5
How Annuities Are Taxed .....	6
Finding an Annuity That's Right for You .....	6
Questions You Should Ask .....	7
When You Receive Your Annuity Contract .....	7

Table of Contents

## What Is an Annuity?

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

### When Annuities Start to Make Income Payments

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

### How Deferred Annuities Are Alike

There are ways that *most* deferred annuities are alike.

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

#### Sources of Information

**Contract:** The legal document between you and the insurance company that binds both of you to the terms of the agreement.

**Disclosure:** A document that describes the key features of your annuity, including what is guaranteed and what isn't, and your annuity's fees and charges. If you buy a variable annuity, you'll receive a prospectus that includes detailed information about investment objectives, risks, charges, and expenses.

**Illustration:** A personalized document that shows how your annuity features might work. Ask what is guaranteed and what isn't and what assumptions were made to create the illustration.

- You usually have to pay a charge (called a **surrender** or **withdrawal charge**) if you take some or all of your money out too early (usually before a set time period ends). Some annuities may not charge if you withdraw small amounts (for example, 10% or less of the account value) each year.
- Any money your annuity earns is **tax deferred**. That means you won't pay income tax on earnings until you take them out of the annuity.
- You can add features (called **riders**) to many annuities, usually at an extra cost.
- An annuity salesperson must be licensed by your state insurance department. A person selling a variable annuity also must be registered with FINRA<sup>1</sup> as a representative of a broker/dealer that's a FINRA member. In some states, the state securities department also must license a person selling a variable annuity.

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



- Insurance companies sell annuities. You want to buy from an insurance company that's financially sound. There are various ways you can research an insurance company's financial strength. You can visit the insurance company's website or ask your annuity salesperson for more information. You also can review an insurance company's rating from an independent rating agency. Four main firms currently rate insurance companies. They are A.M. Best Company, Standard and Poor's Corporation, Moody's Investors Service, and Fitch Ratings. Your insurance department may have more information about insurance companies. An easy way to find contact information for your insurance department is to visit [www.naic.org](http://www.naic.org) and click on "States and Jurisdictions Map."
- Insurance companies usually pay the annuity salesperson after the sale, but the payment doesn't reduce the amount you pay into the annuity. You can ask your salesperson how they earn money from the sale.

## How Deferred Annuities Are Different

There are differences among deferred annuities. Some of the differences are:

- Whether you pay for the annuity with one or more than one payment (called a **premium**).
- The types and amounts of the **fees**, **charges**, and **adjustments**. While almost all annuities have *some* fees and charges that could reduce your account value, the types and amounts can be different among annuities. *Read the Fees, Charges, and Adjustments section in this Buyer's Guide for more information.*
- Whether the annuity is a **fixed** annuity or a **variable** annuity. How the value of an annuity changes is different depending on whether the annuity is fixed or variable.

*Fixed annuities* guarantee your money will earn at least a minimum interest rate. Fixed annuities may earn interest at a rate higher than the minimum but only the minimum rate is guaranteed. The insurance company sets the rates.

*Fixed indexed annuities* are a type of fixed annuity that earns interest based on changes in a market index, which measures how the market or part of the market performs. The interest rate is guaranteed to never be less than zero, even if the market goes down.

*Variable annuities* earn investment returns based on the performance of the investment portfolios, known as "subaccounts," where you choose to put your money. The return earned in a variable annuity isn't guaranteed. The value of the subaccounts you choose could go up or down. If they go up, you could make money. But, if the value of these subaccounts goes down, you could lose money. Also, income payments to you could be less than you expected.

- Some annuities offer a **premium bonus**, which usually is a lump sum amount the insurance company adds to your annuity when you buy it or when you add money. It's usually a set percentage of the amount you put into the annuity. Other annuities offer an **interest bonus**, which is an amount the insurance company adds to your annuity when you earn interest. It's usually a set percentage of the interest earned. You may not be able to withdraw some or all of your premium bonus for a set period of time. *Also, you could lose the bonus if you take some or all of the money out of your annuity within a set period of time.*

What Is an Annuity?

## How Does the Value of a Deferred Annuity Change?

### Fixed Annuities

Money in a fixed deferred annuity earns interest at a rate the insurer sets. The rate is **fixed** (won't change) for some period, usually a year. After that rate period ends, the insurance company will set another fixed interest rate for the next rate period. *That rate could be higher or lower than the earlier rate.*

Fixed deferred annuities *do* have a guaranteed minimum interest rate—the lowest rate the annuity can earn. It's stated in your contract and disclosure and can't change as long as you own the annuity. Ask about:

- The **initial interest** rate – What is the rate? How long until it will change?
- The **renewal interest** rate – When will it be announced? How will the insurance company tell you what the new rate will be?

#### Fixed Deferred Indexed Formulas

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

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

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

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

### Fixed Indexed Annuities

Money in a fixed indexed annuity earns interest based on changes in an index. Some indexes are measures of how the overall financial markets perform (such as the S&P 500 Index or Dow Jones Industrial Average) during a set period of time (called the **index term**). Others measure how a specific financial market performs (such as the Nasdaq) during the term. The insurance company uses a formula to determine how a change in the index affects the amount of interest to add to your annuity at the *end of each index term*. Once interest is added to your annuity for an index term, those earnings usually are locked in and changes in the index in the next index term don't affect them. If you take money from an indexed annuity before an index term ends, *the annuity may not add all of the index-linked interest for that term to your account.*

Insurance companies use different formulas to calculate the interest to add to your annuity. They look at changes in the index over a period of time. See the box “*Fixed Deferred Indexed Formulas*” that describes how changes in an index are used to calculate interest.

The formulas insurance companies use often mean that interest added to your annuity is based on only *part* of a change in an index over a set period of time. **Participation rates**, **cap rates**, and **spread rates** (sometimes called margin or asset fees) all are terms that describe ways the amount of interest added to your annuity may not reflect the full change in the index. *But if the index goes down over that period, zero interest is added to your annuity.* Then your annuity value won't go down as long as you don't withdraw the money.

When you buy an indexed annuity, you aren't investing directly in the market or the index. Some indexed annuities offer you more than one index choice. Many indexed annuities also offer the choice to put part of your money in a fixed interest rate account, with a rate that won't change for a set period.

## Variable Annuities

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

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

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

### How Insurers Determine Indexed Interest

**Participation Rate** – Determines how much of the increase in the index is used to calculate index-linked interest. A participation rate usually is for a set period. The period can be from one year to the entire term. Some companies guarantee the rate can never be lower (higher) than a set minimum (maximum). Participation rates are often less than 100%, particularly when there's no cap rate.

**Cap Rate** – Typically, the maximum rate of interest the annuity will earn during the index term. Some annuities guarantee that the cap rate will never be lower (higher) than a set minimum (maximum). Companies often use a cap rate, especially if the participation rate is 100%.

**Spread Rate** – A set percentage the insurer subtracts from any change in the index. Also called a “margin or asset fee.” Companies may use this instead of or in addition to a participation or cap rate.

## What Other Information Should You Consider?

### Fees, Charges, and Adjustments

Fees and charges reduce the value of your annuity. They help cover the insurer's costs to sell and manage the annuity and pay benefits. The insurer may subtract these costs directly from your annuity's value. Most annuities have fees and charges but they can be different for different annuities. Read the contract and disclosure or prospectus carefully and ask the annuity salesperson to describe these costs.

A **surrender** or **withdrawal charge** is a charge if you take part or all of the money out of your annuity during a set period of time. The charge is a percentage of the amount you take out of the annuity. The percentage usually goes down each year until the surrender charge period ends. Look at the contract and the disclosure or prospectus for details about the charge. Also look for any waivers for events (such as a death) or the right to take out a small amount (usually up to 10%) each year without paying the charge. If you take all of your money out of an annuity, you've surrendered it and no longer have any right to future income payments.

Some annuities have a **Market Value Adjustment (MVA)**. An MVA could increase or decrease your annuity's account value, cash surrender value, and/or death benefit value if you withdraw money from your account. In general, if interest rates are *lower* when you

Fees, Charges, and Adjustments

withdraw money than they were when you bought the annuity, the MVA could *increase* the amount you could take from your annuity. If interest rates are *higher* than when you bought the annuity, the MVA could *reduce* the amount you could take from your annuity. Every MVA calculation is different. Check your contract and disclosure or prospectus for details.

## How Annuities Make Payments

### Annuitize

At some future time, you can choose to **annuitize** your annuity and start to receive guaranteed fixed income payments for life or a period of time you choose. After payments begin, you can't take any other money out of the annuity. You also usually can't change the amount of your payments. For more information, see "*Payout Options*" in this Buyer's Guide. If you die before the payment period ends, your survivors may not receive any payments, depending on the payout option you choose.

### Full Withdrawal

You can withdraw the cash surrender value of the annuity in a lump sum payment and end your annuity. *You'll likely pay a charge to do this if it's during the surrender charge period.* If you withdraw your annuity's cash surrender value, your annuity is cancelled. Once that happens, you can't start or continue to receive regular income payments from the annuity.

### Partial Withdrawal

You may be able to withdraw *some* of the money from the annuity's cash surrender value without ending the annuity. Most annuities with surrender charges let you take out a certain amount (usually up to 10%) each year without paying surrender charges on that amount. Check your contract and disclosure or prospectus. Ask your annuity salesperson about other ways you can take money from the annuity without paying charges.

### Living Benefits for Fixed Annuities

Some fixed annuities, especially fixed indexed annuities, offer a **guaranteed living benefits** rider, usually at an extra cost. A common type is called a guaranteed lifetime withdrawal benefit that guarantees to make income payments you can't outlive. While you get payments, the money still in your annuity continues to earn interest. You can choose to stop and restart the payments or you might be able to take extra money from your annuity. Even if the payments reduce the annuity's value to zero at some point, you'll continue to get payments for the rest of your life. If you die while receiving payments, your survivors may get some or all of the money left in your annuity.

### Annuity Fees and Charges

**Contract fee** – A flat dollar amount or percentage charged once or annually.

**Percentage of purchase payment** – A front-end sales load or other charge deducted from each premium paid. The percentage may vary over time.

**Premium tax** – A tax some states charge on annuities. The insurer may subtract the amount of the tax when you pay your premium, when you withdraw your contract value, when you start to receive income payments, or when it pays a death benefit to your beneficiary.

**Transaction fee** – A charge for certain transactions, such as transfers or withdrawals.

\*\*\*

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

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

## Living Benefits for Variable Annuities

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

## How Annuities Are Taxed

Ask a tax professional about your individual situation. The information below is general and should not be considered tax advice.

Current federal law gives annuities special tax treatment. Income tax on annuities is deferred. That means you aren't taxed on any interest or investment returns while your money is in the annuity. This isn't the same as tax-free. You'll pay ordinary income tax when you take a withdrawal, receive an income stream, or receive each annuity payment. When you die, your survivors will typically owe income taxes on any death benefit they receive from an annuity.

There are other ways to save that offer tax advantages, including Individual Retirement Accounts (IRAs). You can buy an annuity to fund an IRA, *but you also can fund your IRA other ways and get the same tax advantages.* When you take a withdrawal or receive payments, you'll pay ordinary income tax on all of the money you receive (not just the interest or the investment return). You also may have to pay a 10% tax penalty if you withdraw money before you're age 59½.

## Finding an Annuity That's Right for You

An annuity salesperson who suggests an annuity must choose one that they think is right for you, based on information from you. They need complete information about your life and financial situation to make a suitable recommendation. Expect a salesperson to ask about your age; your financial situation (assets, debts, income, tax status, how you plan to pay for the annuity); your tolerance for risk; your financial objectives and experience; your family circumstances; and how you plan to use the annuity. If you aren't comfortable with the annuity, ask your annuity salesperson to explain why they recommended it. Don't buy an annuity you don't understand or that doesn't seem right for you.

### Variable Annuity Living Benefit Options

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

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

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

### Payout Options

You'll have a choice about how to receive income payments. These choices usually include:

- For your lifetime
- For the longer of your lifetime or your spouse's lifetime
- For a set time period
- For the longer of your lifetime or a set time period

How Annuities Are Taxed



Within each annuity, the insurer *may* guarantee some values but not others. Some guarantees may be only for a year or less while others could be longer. Ask about risks and decide if you can accept them. For example, it's possible you won't get all of your money back *or* the return on your annuity may be lower than you expected. It's also possible you won't be able to withdraw money you need from your annuity without paying fees *or* the annuity payments may not be as much as you need to reach your goals. These risks vary with the type of annuity you buy. All product guarantees depend on the insurance company's financial strength and claims-paying ability.

### **Questions You Should Ask**

- Do I understand the risks of an annuity? Am I comfortable with them?
- How will this annuity help me meet my overall financial objectives and time horizon?
- Will I use the annuity for a long-term goal such as retirement? If so, how could I achieve that goal if the income from the annuity isn't as much as I expected it to be?
- What features and benefits in the annuity, other than tax deferral, make it appropriate for me?
- Does my annuity offer a guaranteed minimum interest rate? If so, what is it?
- If the annuity includes riders, do I understand how they work?
- Am I taking full advantage of all of my other tax-deferred opportunities, such as 401(k)s, 403(b)s, and IRAs?
- Do I understand all of the annuity's fees, charges, and adjustments?
- Is there a limit on how much I can take out of my annuity each year without paying a surrender charge? Is there a limit on the *total* amount I can withdraw during the surrender charge period?
- Do I intend to keep my money in the annuity long enough to avoid paying any surrender charges?
- Have I consulted a tax advisor and/or considered how buying an annuity will affect my tax liability?
- How do I make sure my chosen survivors (beneficiaries) will receive any payment from my annuity if I die?

*If you don't know the answers or have other questions, ask your annuity salesperson for help.*

### **When You Receive Your Annuity Contract**

When you receive your annuity contract, carefully review it. Be sure it matches your understanding. Also, read the disclosure or prospectus and other materials from the insurance company. Ask your annuity salesperson to explain anything you don't understand. In many states, a law gives you a set number of days (usually 10 to 30 days) to change your mind about buying an annuity after you receive it. This often is called a **free look** or **right to return** period. Your contract and disclosure or prospectus should prominently state your free look period. If you decide during that time that you don't want the annuity, you can contact the insurance company and return the contract. Depending on the state, you'll either get back all of your money or your current account value.

## OUT-OF-STATE VERIFICATION

---

"Application State" is the state where the owner signs the application and where the contract is solicited and delivered.

Owner/Entity Name \_\_\_\_\_ SSN/TIN \_\_\_\_\_

Annuitant Name \_\_\_\_\_ SSN \_\_\_\_\_

---

### 1. REASON FOR EXCEPTION *(Select one.)*

- The applicant has a residence address in the state where the product is being solicited.
  - The applicant works or has a business address in the state where the product is being solicited.
  - The applicant is an existing customer or the producer has an existing relationship with the owner in the state where the product is being solicited.
  - The applicant is a relative of the producer who is licensed in the state where the product is being solicited.
  - The owner is not the annuitant and the application was signed in the annuitant's state of residence.
  - This sale is to a New York resident and complies with New York laws for issuing contracts in a non-resident state.
- 

### 2. ACKNOWLEDGEMENT AND SIGNATURE

In connection with the above referenced application, the undersigned acknowledges and affirms:

- A. All communications, solicitation and negotiation of the application occurred in the Application State.
  - B. The application was signed by the owner and the producer in the Application State.
  - C. The owner will take delivery of the contract issued in the Application State.
  - D. The applicable Insurer will rely on this verification in issuing a contract under the application.
  - E. I am properly licensed and appointed in the state where the applicant/owner has a resident address.  
*(Please check with your agency or state laws to see if dual registration is required.)*
  - F. I am also properly licensed and appointed in the state where the solicitation was made, the application was taken, and where the contract will be delivered.
  - G. I have advised the applicant/owner of the differences (if any) between the product as approved in the applicant's/owner's primary state of residence or place of business, and the product as approved in the state of solicitation, execution of application and contract issue.
- 

I hereby represent and warrant to the Company that, after conducting a reasonable inquiry into the validity of the representations set forth herein, the representations set forth herein are true and correct to the best of my knowledge.

Producer Signature \_\_\_\_\_ Date \_\_\_\_\_

---

<sup>1</sup> Not Authorized in New York

<sup>2</sup> Authorized to sell in New York

Life and Annuity Division

Protective Life Insurance Company <sup>1</sup>

West Coast Life Insurance Company <sup>1</sup>

Request for Transfer or  
Exchange of Assets

Protective Life and Annuity Insurance Company

Post Office Box 10648 / Birmingham, AL 35202-0648

Toll Free: 800-456-6330 / Fax: 205-268-3151

Existing Protective Contract Number: \_\_\_\_\_ (for additional payments only)

Check here and complete Box 4 if this is being submitted for a Rate Lock only. (If Rate Lock request is for a CD, you **must** include proof of maturity from the Financial Institution.)

**Please do not select this option for the *Protective Indexed Annuity*, because the interest crediting elements for that product are determined as of the date the contract is purchased.**

Complete this form to transfer assets to Protective Life Insurance Company, West Coast Life Insurance Company or Protective Life and Annuity Insurance Company (each, the "Company") for the issuance of a new annuity contract.

**EXISTING ACCOUNT, CONTRACT OR POLICY TO BE TRANSFERRED**

Company Name

Telephone Number

Email Address

Fax Number

Company (Overnight) Address

Contract/Account Owner's Name

Contract/Account Number

Owner's SSN/Tax ID

The contract is:  attached  lost or destroyed

Please check this box if the existing contract being surrendered is a Fixed Annuity. (If box is checked, and your new Protective Life annuity is being issued in the state of Nevada, please complete form A-1128-NEV-Annuity.)

**EXISTING ACCOUNT, CONTRACT OR POLICY TO BE TRANSFERRED**

**Non-Qualified:**

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

**Qualified:**

- |                                      |  |
|--------------------------------------|--|
| 1. Plan Type:                        | 2. Transfer Type:                        |
| <input type="checkbox"/> IRA         | <input type="checkbox"/> CD              |
| <input type="checkbox"/> 401(k)      | <input type="checkbox"/> Roth IRA        |
| <input type="checkbox"/> Mutual Fund | <input type="checkbox"/> 403(b)/TSA      |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Direct Rollover |

**Proposed Plan Type:**  Non-Qual  IRA  Roth IRA  Other \_\_\_\_\_

**TRANSFER INSTRUCTIONS**

1. Amount to be transferred:  Complete: Liquidate and transfer all assets in my account, contract or policy  
 Partial: Liquidate and transfer assets totaling \$ \_\_\_\_\_
2. When should transfer occur:  Immediately  
 Upon maturity date of \_\_\_\_/\_\_\_\_/\_\_\_\_ (mm/dd/yy)
3. Current estimated value of the assets to be transferred are \$ \_\_\_\_\_
4. **RATE LOCK**  I wish to lock in the interest rate that is in effect when this signed form is received by the Company. **If this box is not checked, you will receive the interest rate in effect on the day we receive the transferred amounts.**  
(Please do not select this option for the *Protective Indexed Annuity*, because the interest crediting elements for that product are determined as of the date the contract is purchased.)

<sup>1</sup> Not authorized in New York



---

**Complete 1035 Exchange:** I hereby make a complete and absolute assignment and transfer all rights, title and interest of every nature in the above contract to the accepting insurance company indicated below.

**Partial 1035 Exchange:** I hereby direct the issuer of the above-referenced existing annuity contract to process a partial 1035 exchange to the accepting insurance company indicated below. I intend for this transaction to qualify as a tax-free exchange for Federal income tax purposes.

**Based on our understanding of IRS guidance in Rev. Proc. 2011-38, if a contract is involved in a tax-free partial exchange under Internal Revenue Code section 1035 that is completed on or after October 24, 2011, and an amount is withdrawn from or received in surrender of either contract within 180 days of the exchange, the IRS will apply general tax principles to determine the substance, and hence the treatment of the partial exchange and the subsequent withdrawal or surrender. Such a withdrawal or surrender could affect how the partial exchange and the withdrawal or surrender is reported to you and the IRS.**

**For Other Transfers:** Unless it is noted above to hold for a future date, I request the surrendering company to immediately complete the transfer or rollover. Do not withhold any amount for taxes from the proceeds.

---

**SIGNATURES:**

_____	_____	_____	_____
Owner's Signature	Date	Joint Owner's Signature	Date
_____	_____		
Annuitant's Signature	Date		

---

**FOR HOME OFFICE USE ONLY**

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

_____	_____	_____
Authorized Signature	Title	Date

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

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

Mailing Address: PO Box 10648  
Attn: 3-1 Annuity New Business  
Birmingham, AL 35202-0648

Overnight Address: 2801 Highway 280 South  
Attn: 3-1 Annuity New Business  
Birmingham, AL 35223

**Life and Annuity Division**

**Protective Life and Annuity Insurance Company  
Protective Life Insurance Company<sup>1</sup>  
Post Office Box 1928  
Birmingham, AL 35201-1928  
Toll Free: 800-456-6330 / Fax: 205-268-6479**

**Protective Annuity  
Transfer Authorization**

---

**TRANSFER AUTHORIZATION** – The Company will not be held liable for any loss, liability, cost or expense for acting on verbal or electronic instructions.

- I authorize the Company to honor my verbal and electronic instructions regarding allocations to the Investment Options.
- I authorize the Company to honor my agent's instructions regarding allocations to the Investment Options.

---

**SIGNATURES** – By signing below I/we authorize the Company to act on the instructions indicated above.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joint Owner's Signature

\_\_\_\_\_  
Date

**Please refer to your contract for transfer guidelines.**

<sup>1</sup> Not authorized in New York

**PROTECTIVE LIFE INSURANCE COMPANY**

P.O. Box 10648 • Birmingham, AL 35202-0648

Telephone: 1-800-456-6330

**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's Signature and Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Insurance Producer's/Agent Signature and Printed Name

\_\_\_\_\_  
Date

I do not want this notice read aloud to me. \_\_\_\_ (Applicants must initial only if they do not want the notice read aloud.)

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?

**PROTECTIVE LIFE INSURANCE COMPANY**

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

**SALES LITERATURE CERTIFICATION FORM**

I certify that I used only insurer-approved sales materials and copies of all sales materials used were left with the applicant.

---

Producer's Signature, Printed Name & Date

**Pre-Determined Death Benefit  
Payout Election Form**

Owner's Name: \_\_\_\_\_ Contract Number: \_\_\_\_\_

This election is made at the Owner's request. The company reserves the right to modify or disregard an election if necessary to comply with applicable laws and regulations in effect at the time of the Owner's death (or the Annuitant's death if there is a non-natural Owner). After we receive and acknowledge this form, a copy will be returned for the Owner's records. (Other options may be available. Contact us for special cases.)

1. Name of Beneficiary to whom this election applies. NOTE: This form does not change your current Beneficiary designation. The name below must match a Beneficiary designation or this election will have no legal effect.

Beneficiary Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address & Telephone No: \_\_\_\_\_

Relationship: \_\_\_\_\_ Percentage: \_\_\_\_\_ Social Security No: \_\_\_\_\_

Beneficiary Type:  Primary  Contingent

2. The Beneficiary named may take up to \_\_\_\_\_% as a lump sum withdrawal immediately upon proof of death. (Whole percentages only) The balance will be paid as designated below.

3. Apply this option to the remaining portion of the death benefit payable to the Beneficiary named above:

- Payments guaranteed for \_\_\_\_\_ years. (5 - 30 years)\*
- Payments for a Fixed Amount \$ \_\_\_\_\_. (Fixed amount payments may not be made for less than 5 years or more than 30 years.\* The Company reserves the right to adjust the payment amount to meet these restrictions.)
- Payments for the Beneficiary's lifetime.
- Life with Cash Refund *(not available with Single Premium Whole Life products)*
- Life with Installment Refund *(not available with Single Premium Whole Life products)*
- Payments for the Beneficiary's lifetime and guaranteed for \_\_\_\_\_ years. (5 - 30 years)\*

4. Payment Mode (Please select one):  Monthly  Semi-Annually  
 Quarterly  Annually

\* Payout period may not exceed the Beneficiary's life expectancy. If the selected payout period exceeds the Beneficiary's life expectancy, we will adjust the payout period to the longest allowable period. *(If monthly payments are less than \$50, payments may be made quarterly, semi-annually or annually at the Company's option.)*

**SIGNATURES:** I / We request and authorize the Company to act on this election. I understand that neither the Beneficiary nor the Company can modify this election except the Company may modify or disregard this election if necessary to comply with any applicable law or regulation in effect at the time of Owner's death.

\_\_\_\_\_  
Owner's Signature Date Spouse or Joint Owner's Signature Date

\_\_\_\_\_  
Registrar Date Recorded

**SIGNATURES:** I / We hereby cancel the election with respect to the Beneficiary named above. I / We understand this cancellation removes any pre-determined death benefit payout option election made for this Beneficiary prior to the date entered next to my / our signature below and that a new election may now be made on a new form.

\_\_\_\_\_  
Owner's Signature Date Spouse or Joint Owner's Signature Date

\_\_\_\_\_  
Registrar Date Recorded

<sup>1</sup> Not authorized in New York.

**Life and Annuity Division**

Protective Life Insurance Company<sup>1</sup>  
West Coast Life Insurance Company<sup>1</sup>

Protective Life and Annuity Insurance Company

**Telephone Withdrawal Authorization**

Post Office Box 1928 / Birmingham, AL 35201-1928

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

Owner's Name: \_\_\_\_\_ Contract Number: \_\_\_\_\_

**SECURITY** - Checks issued for withdrawals requested over the telephone will always be made payable to the owner and mailed to the owner's address according to our records. Requests on contracts owned jointly may be made by either owner, and will be made payable to both owners, if owners share a common address of record. A party with Power of Attorney (POA) will be allowed to make a request as an owner. Requests on custodial accounts must come from the broker of record, and checks will be made payable to and mailed to the broker / dealer.

We will verify your date of birth and social security (or tax id) number prior to processing a withdrawal request. We may adopt other procedures to confirm that telephone instructions are genuine. We will not be liable for losses or expenses arising from telephone instructions reasonably believed to be genuine.

1. We must receive this signed form before we will honor a telephone withdrawal request.
2. Telephone withdrawals are allowed from fixed, indexed and variable annuities, and may be subject to a surrender charge and / or a market value adjustment, according to the terms of your contract.
3. The maximum telephone withdrawal is 25% of your current contract value up to \$50,000.00. The allowable withdrawal may be further limited according to the minimum required remaining contract value, if applicable, as described in your contract.
4. Withdrawals from your annuity contract will be taken pro-rata from the investment options unless otherwise specified.
5. Full surrenders must be requested in writing.
6. Automatic withdrawals must be requested in writing, and may not be available on all products.
7. Brokers / Agents are not authorized to make a telephone withdrawal requests on behalf of an owner unless the broker / agent is the owner and custodian.
8. For contracts with a SecurePay rider, an Excess Withdrawal during the Benefit Period may significantly reduce or eliminate the value of the SecurePay benefit.

**REVOCATION** - We reserve the right to modify, suspend, or terminate telephone withdrawal privileges at any time without notice on an individual case basis.

- ELECTION:**
- I / We wish to authorize telephone withdrawals. I/we have read and agree to the terms and conditions specified on this form.
  - I / We wish to revoke telephone withdrawals.





Withdrawal Request Form  
(Please use LAD-1233 for any  
SecurePay Benefit Withdrawals)

Owner's Name: \_\_\_\_\_ Contract Number: \_\_\_\_\_

Owner's Phone Number: \_\_\_\_\_

**WITHDRAWAL<sup>2</sup>** – Withdrawals in excess of the surrender charge-free amount may be subject to surrender charges and/or MVA (if applicable). If you wish to exercise the ProPayer SPIA Commutable Benefit, a full surrender is required. Your contract may require a remaining balance after your withdrawal has been processed. If you would like the withdrawal to be deposited directly into your checking account via Electronic Funds Transfer (EFT) you must enclose a voided check with this request. Withdrawal of earnings is subject to income tax and may be subject to a 10% IRS penalty if taken prior to age 59 ½. For additional information, please refer to your contract or prospectus, if applicable. Also please note: Certain withdrawals within 12 months of a partial exchange can potentially disqualify the tax free exchange. See signature page for IMPORTANT information.

1.  Please withdraw \$\_\_\_\_\_ from my contract.  
 Process my withdrawal as:  Gross  Net (If no selection is made, will process as NET)
  - Please withdraw the entire contract value. (Please enclose your contract or check the Lost Contract Statement box at the bottom of page 3.)
  - Withdraw the Required Minimum Distribution (RMD).
  - Withdraw the maximum amount without incurring surrender charges.
  
2.  Pro-rate the withdrawal across my current investment allocations.
- Take the withdrawal from the funds/guaranteed periods or indexed strategies indicated below:
 

\$% _____ from _____	\$% _____ from _____
\$% _____ from _____	\$% _____ from _____

**AUTOMATIC INTEREST WITHDRAWAL (AIW) – MVA Contracts ONLY:** You may withdraw up to the prior year's interest earned. If you choose any payment frequency, except annual, the payment amount during a contract year will be less because of the interruption of interest compounding. Withdrawals will be made by the 3<sup>rd</sup> business day after your contract anniversary and checks will be mailed within the next 5 calendar days. If you would like the AIW to be deposited directly into your checking account via Electronic Funds Transfer (EFT) you must enclose a voided check with this request. Withdrawal of earnings is subject to income tax and may be subject to a 10% IRS penalty tax if taken prior to age 59 ½. AIWs are not available on all products.

1.  Withdraw the maximum amount available for the frequency chosen below.
2.  Withdraw \$\_\_\_\_\_ (\$100 minimum) from the \_\_\_\_\_ year Guaranteed Period(s).  
 Withdrawal Mode:  Monthly  Quarterly  Semi-Annually  Annually
3.  Take the AIWs from the \_\_\_\_\_ year Guaranteed Period(s).
4.  Cancel my existing AIW.

**PARTIAL AUTOMATIC / SYSTEMATIC WITHDRAWALS<sup>2</sup> (PAW / SWIP<sup>3</sup>) – Variable and Indexed Annuity Contracts ONLY** – All PAWs must be taken via Electronic Funds Transfer (EFT). PAWs taken from Variable Annuity Contracts must be taken pro-rata from your investment elections. For SWIPs, and withdrawals taken from Index Annuity Contracts, you may choose either pro-rata withdrawals or specify how withdrawals are to be allocated between accounts by completing part three of this section below. Minimum contract values may be required before initiating a Partial Automatic Withdrawal. Please refer to your contract or prospectus, if applicable, for additional information. Please enclose a voided check with this request if your withdrawals will be made via EFT. Withdrawal of earnings is subject to income tax and may be subject to a 10% IRS penalty if taken prior to age 59 ½. Withdrawals in excess of the surrender charge-free amount may be subject to surrender charges. PAW / SWIPs are not available on all products.

1.  Begin new PAW/SWIP     Change existing PAW/SWIP     Cancel existing PAW/SWIP
2.  Withdraw \$\_\_\_\_\_ (\$100 minimum) from my contract beginning \_\_\_\_\_ (1<sup>st</sup> – 28<sup>th</sup>).  
 Withdrawal Mode:     Monthly     Quarterly     Semi-Annually     Annually
3. For Index Annuity Contracts, and Variable Annuity Contracts that begin with either VA or NV, please make payout selection below:
  - Please pro-rate my withdrawals across my current investment allocations.
  - Please take my withdrawals from the funds indicated below:  
 \$% \_\_\_\_\_ from \_\_\_\_\_    \$% \_\_\_\_\_ from \_\_\_\_\_  
 \$% \_\_\_\_\_ from \_\_\_\_\_    \$% \_\_\_\_\_ from \_\_\_\_\_

**PAYMENT INSTRUCTIONS**

- Yes    Please withdraw \$15.00 from my account and express mail the check to the address indicated below. I understand that this constitutes a distribution from my account and the company will withhold the appropriate amount for federal income taxes (if withholding is elected.) *Express fees may change based on mailing address but currently will not exceed \$15.00.* Please note: express mail will not be delivered to a PO Box.

- Select one:     Payment to Owner or both Joint Owners  
 Payment to third party or only one Joint Owner

Name: \_\_\_\_\_

SSN or Tax ID of Third Party Payee Named above: \_\_\_\_\_

Address of Third Party Payee: \_\_\_\_\_

***\*You must include the appropriate W-9 or W-8 for the Third Party Payee.***

- Select one:     Use address of record for owner  
 Use address of Third Party Payee  
 Use alternate address    \_\_\_\_\_

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

**PLEASE ATTACH A VOIDED CHECK**

Routing Number: \_\_\_\_\_ Bank Account Number: \_\_\_\_\_

***\*Foreign Individuals or Entities must provide the correct W-8; all others provide W-9.***

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

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

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

Based on our understanding of IRS guidance in Rev. Proc. 2011-38, if a contract is involved in a tax-free partial exchange under Internal Revenue Code section 1035 that is completed prior to October 24, 2011, and an amount is withdrawn from or received in surrender of either contract involved within 180 days of the exchange, the IRS will apply general tax principles to determine the substance, and hence the treatment of the partial exchange and the subsequent withdrawal or surrender. Such a withdrawal or surrender could affect how the partial exchange and the withdrawal or surrender is reported to you and the IRS.

---

**For your protection, Protective Life requires a Notary Signature for ALL first time electronic fund transfers (EFTs), new bank accounts, changes to your bank account on file, payments to a different address than on file or third party payees. If your request does not include a notarization, we will process your request as a check to the address of record.**

---

\_\_\_\_\_  
Witness by Notary Public Signature                      Date                      Title

---

**SIGNATURES:**

By signing below I authorize the Company to act on the instructions indicated above. **\*In order for us to process your request, you must also complete the "Notice of Federal Tax Withholding on Non-Periodic Distribution" form (LAD-1133.)**

- Lost Contract Statement:** I certify that this contract has been lost or destroyed. If it is found later, I agree to surrender it to the Company without claim.

---

\_\_\_\_\_  
Owner's Signature    Date                      Joint Owner's Signature    Date

---

<sup>1</sup> Not authorized in New York  
<sup>2</sup> For Indexed annuities only, withdrawals from any indexed account will receive no indexed interest for the contract year in which they occur.  
<sup>3</sup> Only available for contracts beginning with NV or VA.

# Taxpayer Identification Number and Certification

Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification of the person whose name is entered on the Name line above. Check only <b>one</b> of the following seven boxes:  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note.</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other ▶ _____	Exemptions (codes apply only to certain entities, not individuals)  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
City, State, and ZIP code	
List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b>	<b>Social security number</b>											
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is generally your social security (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see Part I of the W-9 instructions at website listed below. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on the W-9 instructions at website listed below.  <b>Note.</b> If the account is in more than one name, please refer to the W-9 instructions for guidelines on whose number to enter. Also, see <i>What Name and Number to Give the Requester</i> for guidelines on whose number to enter.	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 30px; height: 30px;"></td> <td style="border: 1px solid black; width: 30px; height: 30px;"></td> <td style="border: 1px solid black; width: 30px; height: 30px;"></td> <td style="text-align: center; width: 10px;">-</td> <td style="border: 1px solid black; width: 30px; height: 30px;"></td> <td style="border: 1px solid black; width: 30px; height: 30px;"></td> <td style="text-align: center; width: 10px;">-</td> <td style="border: 1px solid black; width: 30px; height: 30px;"></td> <td style="border: 1px solid black; width: 30px; height: 30px;"></td> <td style="border: 1px solid black; width: 30px; height: 30px;"></td> <td style="border: 1px solid black; width: 30px; height: 30px;"></td> </tr> </table>				-			-				
			-			-						
	<b>Employer identification number</b>											
	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 30px; height: 30px;"></td> <td style="border: 1px solid black; width: 30px; height: 30px;"></td> <td style="text-align: center; width: 10px;">-</td> <td style="border: 1px solid black; width: 30px; height: 30px;"></td> <td style="border: 1px solid black; width: 30px; height: 30px;"></td> <td style="border: 1px solid black; width: 30px; height: 30px;"></td> <td style="border: 1px solid black; width: 30px; height: 30px;"></td> <td style="border: 1px solid black; width: 30px; height: 30px;"></td> <td style="border: 1px solid black; width: 30px; height: 30px;"></td> <td style="border: 1px solid black; width: 30px; height: 30px;"></td> <td style="border: 1px solid black; width: 30px; height: 30px;"></td> </tr> </table>			-								
		-										

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person, and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.	

Sign Here	Signature of U.S. person ▶	Date ▶
-----------	----------------------------	--------

**IMPORTANT** – if any part of the payment made to you could be subject to backup withholding and we do not receive this completed form, we will do backup withholding of 24% on those amounts.