

# Protective Life and Annuity Insurance Company

Home Office: 2801 Highway 280 South, Birmingham, Alabama 35223  
P.O. Box 2606, Birmingham, Alabama 35202-2606

Administrative Office: P.O. Box 830735, Birmingham, Alabama 35283  
1-800-265-1545

## DEFINITION OF REPLACEMENT

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

AS PART OF YOUR PURCHASE OF A NEW LIFE INSURANCE POLICY OR A NEW ANNUITY CONTRACT, HAS EXISTING COVERAGE BEEN, OR IS IT LIKELY TO BE:

- (1) LAPSED, SURRENDERED, PARTIALLY SURRENDERED, FORFEITED, ASSIGNED TO THE INSURER REPLACING THE LIFE INSURANCE POLICY OR ANNUITY CONTRACT, OR OTHERWISE TERMINATED?  
YES \_\_\_ NO \_\_\_
- (2) CHANGED OR MODIFIED INTO PAID-UP INSURANCE; CONTINUED AS EXTENDED TERM INSURANCE OR UNDER ANOTHER FORM OF NONFORFEITURE BENEFIT; OR OTHERWISE REDUCED IN VALUE BY THE USE OF NONFORFEITURE BENEFITS, DIVIDEND ACCUMULATIONS, DIVIDEND CASH VALUES OR OTHER CASH VALUES?  
YES \_\_\_ NO \_\_\_
- (3) CHANGED OR MODIFIED SO AS TO EFFECT A REDUCTION EITHER IN THE AMOUNT OF THE EXISTING LIFE INSURANCE OR ANNUITY BENEFIT OR IN THE PERIOD OF TIME THE EXISTING LIFE INSURANCE OR ANNUITY BENEFIT WILL CONTINUE IN FORCE?  
YES \_\_\_ NO \_\_\_
- (4) REISSUED WITH A REDUCTION IN AMOUNT SUCH THAT ANY CASH VALUES ARE RELEASED, INCLUDING ALL TRANSACTIONS WHEREIN AN AMOUNT OF DIVIDEND ACCUMULATIONS OR PAID-UP ADDITIONS IS TO BE RELEASED ON ONE OR MORE OF THE EXISTING POLICIES?  
YES \_\_\_ NO \_\_\_
- (5) ASSIGNED AS COLLATERAL FOR A LOAN OR MADE SUBJECT TO BORROWING OR WITHDRAWAL OF ANY PORTION OF THE LOAN VALUE, INCLUDING ALL TRANSACTIONS WHEREIN ANY AMOUNT OF DIVIDEND ACCUMULATIONS OR PAID-UP ADDITIONS IS TO BE BORROWED OR WITHDRAWN ON ONE OR MORE EXISTING POLICIES?  
YES \_\_\_ NO \_\_\_

(6) CONTINUED WITH A STOPPAGE OF PREMIUM PAYMENTS OR REDUCTION IN THE AMOUNT OF PREMIUM PAID?

YES \_\_\_\_ NO \_\_\_\_

IF YOU HAVE ANSWERED YES TO ANY OF THE ABOVE QUESTIONS, A REPLACEMENT AS DEFINED BY NEW YORK INSURANCE DEPARTMENT REGULATION NO. 60 HAS OCCURRED OR IS LIKELY TO OCCUR AND YOUR AGENT IS REQUIRED TO PROVIDE YOU WITH A COMPLETED DISCLOSURE STATEMENT AND THE **IMPORTANT** NOTICE REGARDING REPLACEMENT OR CHANGE OF LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS.

Date: \_\_\_\_\_ Signature of Applicant: \_\_\_\_\_

Date: \_\_\_\_\_ Signature of Applicant: \_\_\_\_\_

TO THE BEST OF MY KNOWLEDGE, A REPLACEMENT IS INVOLVED IN THIS TRANSACTION: YES \_\_\_\_ NO \_\_\_\_

Date: \_\_\_\_\_ Signature of Agent: \_\_\_\_\_

I HEREBY CERTIFY THAT MY ELECTRONIC APPROVAL SERVES AS MY SIGNATURE FOR LEGAL AND REGULATORY PURPOSES FOR THIS APPLICATION.

ELECTRONIC SIGNATURE OF \_\_\_\_\_ WAS OBTAINED  
*Broker or Authorized Representative*

\_\_\_\_\_ AT \_\_\_\_\_ . BROKER NUMBER \_\_\_\_\_  
*Date Time*

\_\_\_\_\_  
*Broker Dealer or Financial Institution (Name and Number) Phone Number*

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## DISCLOSURE STATEMENT

**IMPORTANT** - IT MAY NOT BE IN YOUR BEST INTEREST TO SURRENDER, LAPSE, CHANGE OR BORROW FROM EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS IN CONNECTION WITH THE PURCHASE OF A NEW LIFE INSURANCE POLICY OR ANNUITY CONTRACT WHETHER ISSUED BY THE SAME OR A DIFFERENT INSURANCE COMPANY. YOU ARE URGED TO CONTACT YOUR EXISTING AGENT OR INSURANCE COMPANY PRIOR TO COMPLETING THE TRANSACTION. THEY CAN HELP YOU DECIDE WHETHER THE REPLACEMENT IS IN YOUR BEST INTEREST.

**FOR YOUR PROTECTION**, the Insurance Department of the State of New York requires that you be given this Disclosure Statement, the **IMPORTANT** Notice Regarding Replacement or Change of Life Insurance Policies or Annuity Contracts and the Definition of Replacement, together with policy information on all proposed and existing coverage affected.

Name of Applicant \_\_\_\_\_ Telephone # \_\_\_\_\_

Address \_\_\_\_\_

Name of Agent \_\_\_\_\_ Telephone # \_\_\_\_\_

Company \_\_\_\_\_ Address \_\_\_\_\_

The information on existing coverage on this form was obtained from

\_\_\_\_\_ The replaced company

\_\_\_\_\_ Approximations if replaced company failed to provide information in the prescribed time

**1. DESCRIPTION OF TRANSACTION:**

**AS OF DATE:**

Proposed Policy/Contract		Existing Policies/Contracts Affected		
		(1)	(2)	(3)
_____	Company	_____	_____	_____
_____	Customer Service	_____	_____	_____
_____	Telephone Number	_____	_____	_____
_____	Type of Insurance	_____	_____	_____
\$ _____	Face Amount	\$ _____	\$ _____	\$ _____
\$ _____	Rider	\$ _____	\$ _____	\$ _____
\$ _____	Rider	\$ _____	\$ _____	\$ _____
\$ _____	Rider	\$ _____	\$ _____	\$ _____
\$ _____	Rider	\$ _____	\$ _____	\$ _____
\$ _____	Rider	\$ _____	\$ _____	\$ _____
\$ _____	Premium	\$ _____	\$ _____	\$ _____
_____	Contract Number	# _____	# _____	# _____
_____	Issue Date	_____	_____	_____

**DISCLOSURE STATEMENT CONTINUED**

Proposed Policy/Contract		Existing Policies/Contracts Affected		
		(1)	(2)	(3)
<u>\$</u>	Surrender Charge	<u>\$</u>	<u>\$</u>	<u>\$</u>
<u>        </u>	Guaranteed Interest Rate	<u>        </u> %	<u>        </u> %	<u>        </u> %
<u>        </u> %	Loan Interest Rate	<u>        </u> %	<u>        </u> %	<u>        </u> %
<u>        </u> Years	Contestable Expiry Date	<u>        </u> M/Y	<u>        </u> M/Y	<u>        </u> M/Y
<u>        </u> Years	Suicide Expiry Date	<u>        </u> M/Y	<u>        </u> M/Y	<u>        </u> M/Y

**Existing coverage to be changed by:**

Lapse or Surrender	[    ]	[    ]	[    ]
Amendment or Reissue	[    ]	[    ]	[    ]
Loan or Withdrawal	[    ]	[    ]	[    ]
Reduction To	<u>\$</u>	<u>\$</u>	<u>\$</u>
Reduced Paid-Up For	<u>\$</u>	<u>\$</u>	<u>\$</u>
Extended Term For	<u>        </u> Yrs <u>        </u> Mos	<u>        </u> Yrs <u>        </u> Mos	<u>        </u> Yrs <u>        </u> Mos

Cash released by change	Year <u>        </u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
	Year <u>        </u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
	Year <u>        </u>	<u>\$</u>	<u>\$</u>	<u>\$</u>

Use of cash released: \_\_\_\_\_

**DISCLOSURE STATEMENT CONTINUED**

**2. SUMMARY RESULT COMPARISON:**

New With Existing Coverage Changed			Existing Coverage Unchanged	
Guaranteed	Non-Guaranteed	Annual Premium	Guaranteed	Non-Guaranteed
\$ _____	\$ _____	At Present	\$ _____	\$ _____
\$ _____	\$ _____	5 Years Hence	\$ _____	\$ _____
\$ _____	\$ _____	10 Years Hence	\$ _____	\$ _____
Guaranteed	Non-Guaranteed	Surrender Value	Guaranteed	Non-Guaranteed
\$ _____	\$ _____	At Present	\$ _____	\$ _____
\$ _____	\$ _____	5 Years Hence	\$ _____	\$ _____
\$ _____	\$ _____	10 Years Hence	\$ _____	\$ _____
Guaranteed	Non-Guaranteed	Death Benefit	Guaranteed	Non-Guaranteed
\$ _____	\$ _____	At Present	\$ _____	\$ _____
\$ _____	\$ _____	5 Years Hence	\$ _____	\$ _____
\$ _____	\$ _____	10 Years Hence	\$ _____	\$ _____
Guaranteed	Non-Guaranteed	Dividends	Guaranteed	Non-Guaranteed
\$ _____	\$ _____	At Present	\$ _____	\$ _____
\$ _____	\$ _____	5 Years Hence	\$ _____	\$ _____
\$ _____	\$ _____	10 Years Hence	\$ _____	\$ _____

**DISCLOSURE STATEMENT CONTINUED**

**AGENT'S STATEMENT:**

1. The primary reason(s) for recommending the new life insurance policy or annuity contract is (are):

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2. The existing life insurance policy or annuity contract cannot meet the applicant's objectives because:

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3. The advantages of continuing the existing life insurance policy or annuity contract without changes are:

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**REMARKS:** \_\_\_\_\_

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- The attached proposal, including sales material, was used in this sale.
- No proposal or sales material was used in this sale.

**DISCLOSURE STATEMENT CONTINUED**

If more than three existing life insurance policies or annuity contracts are to be affected by this transaction or if more than one new life insurance policy or annuity contract is proposed, the first page of this Disclosure Statement must be completed for such additional life insurance policies and annuity contracts. In addition, a composite comparison shall be completed for all existing life insurance policies or annuity contracts to all proposed life insurance policies or annuity contracts. The proposal, including sales material used in the sale of the proposed life insurance policy or annuity contract, must accompany the submission of this form to the insurer. Copies must be given to the applicant.

**I have personally completed this form and certify that it is correct to the best of my knowledge and ability.**

**Date:** \_\_\_\_\_ **Signature of Agent:** \_\_\_\_\_

**I hereby acknowledge that I received and read the above "Disclosure Statement" before I signed the application for the new coverage.**

**Date:** \_\_\_\_\_ **Signature of Applicant:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Signature of Applicant:** \_\_\_\_\_

# Protective Life and Annuity Insurance Company

## NOTICE TO INSURER OF PROPOSED REPLACEMENT

DATE: \_\_\_\_\_

TO: Insurance Co. to be replaced: \_\_\_\_\_

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

Fax # \_\_\_\_\_

FROM: Name of Agent: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Fax # \_\_\_\_\_

POLICYOWNER: \_\_\_\_\_

EXISTING POLICY NO.'S: \_\_\_\_\_

Please be advised that the policyowner named is considering replacing the policies listed above. The policyowner authorizes the insurer proposed to be replaced to release the information needed for completing the alternate New York State Disclosure statement attached. In accordance with New York State Insurance Department Regulation No. 60, it is required that this information be furnished within twenty (20) days to:

1. The agent named above
2. PROTECTIVE LIFE AND ANNUITY
3. The agent of record of the existing policy and/or contract

This notice has been: Mailed  Faxed

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### AUTHORIZATION TO DISCLOSE POLICY INFORMATION

In accordance with New York State Insurance Department Regulation No. 60, please furnish the information needed for completing the enclosed alternate New York State Disclosure Statement.

Please forward this information to the Agent named above and to:

PROTECTIVE LIFE AND ANNUITY  
P. O. Box 830735  
BIRMINGHAM, AL 35283-0735  
1-800-265-1545

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

\_\_\_\_\_  
Policyowner's Name

\_\_\_\_\_  
Policyowner's Signature

Address: \_\_\_\_\_  
Street City State Zip Code



# Protective Life and Annuity Life Insurance

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

### **THIS NOTICE IS FOR YOUR BENEFIT AND REQUIRED BY REGULATION NO. 60**

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

1. CAREFULLY STUDY THE DISCLOSURE STATEMENT, WHICH INCLUDES A SUMMARY RESULT COMPARISON, UNTIL YOU ARE SURE YOU UNDERSTAND FULLY THE EFFECT OF THE TRANSACTION.
2. ASK THE COMPANY OR AGENT FROM WHOM YOU BOUGHT YOUR EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS TO REVIEW WITH YOU THE TRANSACTION AND THE DISCLOSURE STATEMENT. YOU MAY BE ABLE TO EFFECT THE CHANGES YOU DESIRE MORE ADVANTAGEOUSLY WITH THEM. THEIR CUSTOMER SERVICE TELEPHONE NUMBER IS CONTAINED IN THE DISCLOSURE STATEMENT.
3. CONSULT YOUR TAX ADVISOR. THERE MAY BE UNFAVORABLE TAX IMPLICATIONS ASSOCIATED WITH THE CONTEMPLATED CHANGES TO YOUR EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS.

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

1. The amount of the annual premium under an existing life insurance policy may be lower than that called for by a new life insurance policy having the same or similar benefits. Any replacement of the same type of policy will normally be at a higher premium rate based upon the insured's then attained age.
2. Since the initial costs of a life insurance policy are charged against the cash value increases in the earlier life insurance policy years, the replacement of an old life insurance policy by a new one results in the policyholder sustaining the burden of these costs twice. Annuity contracts usually contain provision for surrender charges, therefore a replacement involving annuity contracts may result in the imposition of surrender charges.

3. The incontestable and suicide clauses begin anew in a new life insurance policy. This could result in a claim being denied under the new life insurance policy that would have been paid under the life insurance policy that was replaced.
4. An existing life insurance policy or annuity contract often has more favorable provisions than a new life insurance policy or annuity contract in areas such as loan interest rate, settlement options, disability benefits and tax treatment.
5. There may have been changes in your health since the purchase of the existing coverage.
6. The insurance company with which you have existing coverage can often make a desired change on terms that would be more favorable than if you replaced existing coverage with new coverage.

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

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

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

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

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

Date: \_\_\_\_\_ Signature of Applicant: \_\_\_\_\_

Date: \_\_\_\_\_ Signature of Applicant: \_\_\_\_\_

**PROTECTIVE LIFE & ANNUITY INSURANCE COMPANY**

**Institutional Distribution Group**

**P. O. Box 830735 • Birmingham, AL 35283-0735**

**ASSIGNMENT/TRANSFER OF OWNERSHIP  
SECTION 1035 EXCHANGE**

**INSURED** \_\_\_\_\_

**POLICY NUMBER(S)** \_\_\_\_\_

**OWNER** \_\_\_\_\_

**INSURER** \_\_\_\_\_

(NAME OF EXISTING INSURANCE COMPANY)

\_\_\_\_\_  
(STREET ADDRESS OF EXISTING INSURANCE COMPANY)

\_\_\_\_\_  
(CITY/STATE/ZIP)

\$ \_\_\_\_\_  
(ESTIMATED VALUE)

\_\_\_\_\_  
(PHONE NO.)

For value received, I hereby assign and transfer to Protective Life & Annuity Insurance Company ("Protective Life & Annuity") all right, title, and interest to the above listed policy(ies) in an exchange intended to qualify under Section 1035 of the Internal Revenue Code. However, this assignment and all other terms and agreements set forth below are conditioned upon Protective Life & Annuity's underwriting and approving a new life insurance policy on the life of the Insured(s) named above. This conditional assignment will not become effective unless and until Protective Life & Annuity approves a new life insurance policy.

I understand that if Protective Life & Annuity approves a new life insurance policy on the life of the Insured(s) named above, then Protective Life & Annuity will surrender the assigned policy(ies) and it/they will no longer be in force or effect as of the date of surrender. I further understand that, if Protective Life & Annuity approves the new life insurance policy, Protective Life & Annuity will collect whatever cash surrender values are available from the existing insurance company on the assigned policy(ies) and apply such amount received as premium on the new life insurance policy. I agree that Protective Life & Annuity assumes no responsibility if the full scheduled cash surrender values of the assigned policy(ies) are not received.

I certify that the above listed policy(ies) is/are currently in force and not subject to any prior assignments, any legal or equitable claims, or liens. I further certify that there is no proceeding in bankruptcy pending against me.

I hereby designate Protective Life & Annuity as beneficiary of the above listed policy(ies) to the extent of the cash surrender value thereof at the date of death of the Insured(s) named above. All other beneficiary designations under the above listed policy(ies) will remain in effect. I further understand that the policy(ies) to be issued by Protective Life & Annuity will have the same designated Insured(s) and Owner(s) as the above listed policy(ies).

I certify that if the above listed policy(ies) is/are not attached to this conditional assignment that it/they has/have been lost or destroyed. I hereby waive all rights and benefits under such policy(ies) and agree to return it/them to you if it/they comes/come into my possession.

I understand and agree that I will be responsible for keeping the above listed policy(ies) in force by paying any premiums as they become due until such time as Protective Life & Annuity notifies me in writing that I have been issued a new life insurance policy.

I understand that under Section 1035, reporting may be required for federal income tax purposes. The replaced company is required to report all exchanges of insurance contracts on Form 1099-R, including tax-free exchanges under Section 1035 in situations in which a policyholder has an outstanding policy loan at the time of exchange. If there is an outstanding policy loan at the time of the exchange, the transaction may not be characterized as tax-free. In fact, any gain will be taxed to the extent of the outstanding policy loan. Accordingly, I understand that it is advisable when filing my individual federal income tax return that I enclose a copy of the reporting form (Form 1099-R) with an explanation that the policy was exchanged pursuant to Section 1035 of the Internal Revenue Code.

I understand and agree that Protective Life & Annuity is furnishing this form and is participating in this transaction at my request and as an accommodation to me. I understand that Protective Life & Annuity makes no representations concerning my tax treatment under Internal Revenue Code Section 1035 or otherwise and that Protective Life & Annuity has no responsibility for the validity of this Assignment.

**Check one:**     I have enclosed the policy(ies).     I certify that the policy(ies) has/have been lost or destroyed. After due search and inquiry, to the best of my knowledge, it/they is/are not in the possession or control of any other person.

\_\_\_\_\_  
Insured(s) Signature(s)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Collateral Assignee/Irrevocable Beneficiary Signature, if any

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date