# **PROTECTIVE LIFE INSURANCE COMPANY**

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

# INDIVIDUAL LIFE INSURANCE APPLICATION PACKET - INSTRUCTIONS

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

FORM NUMBER	FORM NAME	INSTRUCTIONS		
PL-DIP	Description of Information Practices	This notice MUST be given to the Proposed Insure on all cases submitted.		
		Protective Life can only accept or service an application from an applicant who speaks English or Spanish. Spanish speaking applicants must go through our TeleLife process.		
PL-400R-SD	Individual Life Insurance Application	Complete each question in the Application for Insurance. If completing by hand, please use a pen with black ink.		
		If applying for any riders see instructions for Rider Worksheet on Page 2.		
PL-701	Supplement to Life Insurance Application (STOLI)	Must complete on all cases being submitted.		
		Must complete on all cases being submitted.		
PL-HIPAA3	Authorization to Obtain and Disclose Information (HIPAA)	Leave a copy of this form with the applicant. Signature and date is required.		
	Summary Disclosure Statement for	Must complete on all cases submitted.		
L628-TiD1	Accelerated Death Benefit	Leave a copy of this form with the applicant.		
PLX-408	Broker/Representative Report	The correct Broker/Representative PLICO Contract Number must be included in order to ensure commissions are paid correctly. Include Split Share Percentage.		
PL-406A	Continuation of Information	Use this form if additional space is needed for information.		
U-422	Notice and Consent Form for AIDS	Must complete on all cases submitted.		
0-422	(HIV) Testing	Leave a copy of this form with the applicant.		
PLX-588	Life Insurance Illustration Certification & Acknowledgement	Only required for illustrated UL products when an illustration is not obtained.		
	Continuation & Acknowledgement	Illustrations are required prior to issue.		

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

FORM NUMBER	FORM NAME	INSTRUCTIONS		
		If applying for any additional benefits or riders, the Rider Worksheet must be completed. In addition, the following riders require these supplemental application forms, which can be found online at MyProtective.com forms site. Leave a copy of each form with the applicant.		
PL-403R	Rider Worksheet	If applying for the Children's Term Rider, complete form number PL-404R.		
		If applying for the Chronic Illness Accelerated Death Benefit Rider, provide the applicant with the L652-DSC Disclosure form. The medica examiner will need to complete the Supplementa Underwriting Application form number PL-226R.		
		If applying for the Income Provider Option, complete form number P-U-437R.		
PL-104	Pre-Authorized Withdrawal Agreement	Use in cases where the applicant elects to have premium payments drafted from a bank account.		
PL-CR	Conditional Receipt Agreement	If payment is submitted with the application, must complete and sign the Conditional Receipt Agreement.		
		Leave a copy of this form with the applicant.		
A-2043-N	Replacement Form	Must complete and sign regarding existing coverage. Leave a copy of this form with the Proposed Insured.		
F-LAD-277	Assignment/Transfer of Ownership (Section 1035 Exchange)	Must complete on 1035 Exchange/Transfer cases. Leave a copy of this form with the owner. <u>Send the Original to the Home Office.</u>		
PL-405R	Confidential Financial Statement	To be signed by the Proposed Insured if Face Amount is \$5,000,001 or greater (for Proposed Insured(s) age 0-70) and \$3,000,001 or greater (for Proposed Insured(s) age 71 and older) or at the discretion of underwriting.		
PL-402	Part 1A Supplemental Application (Medical Declarations)	If the Proposed Insured is NOT being examined, this form must be completed.		

## E-mail Address: NBApps@protective.com

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

## Mailing Addresses:

## Home Office – Regular Mail

Protective Life Insurance Company ATTN: New Business P.O. Box 830619 Birmingham, Alabama 35283-0619 Telephone: (800) 366-9378 Fax: (205) 268-5807

# Home Office - Overnight Mail

Protective Life Insurance Company ATTN: New Business 2801 Highway 280 South Birmingham, Alabama 35223 Telephone: (800) 366-9378 Fax: (205) 268-5807

# **DESCRIPTION OF INFORMATION PRACTICES**

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

#### DISCLOSURE OF INFORMATION

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

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

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

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

#### INVESTIGATIVE CONSUMER REPORT

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

#### YOU CAN REVIEW AND CORRECT YOUR INFORMATION

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

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

# THIS NOTICE MUST BE GIVEN TO THE PROPOSED INSURED

#### AGENT/PRODUCER COMPENSATION DISCLOSURE

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

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

INDIVIDUAL LIFE INSURANCE APPLICATION

## SECTION I: INSURED AND OWNER INFORMATION

## 1. PROPOSED INSURED

Name (First, Middle, Last)

Gender

Date of Birth

Birth State

Marital Status

Driver's License Number and State

Social Security Number

Home Phone

Work Phone

Cell Phone

Address 1 (Street or P.O. Box Number)

Address 2 (City, State, Zip Code)

Number of Years at Address

Email Address

## 2. SURVIVORSHIP PRODUCTS ONLY

(Provide Proposed Insured 2 Name and Date of Birth below. An additional application must be completed for the Proposed Insured 2.)

Proposed Insured 2 Name

## 3. EMPLOYMENT INFORMATION

Employer's Name

Address 1 (Street or P.O. Box Number)

Address 2 (City, State, Zip Code)

Occupation

#### 4. OWNER

(If other than Proposed Insured, must complete information below. If Trust, include Name and Date of Trust.)

Owner's Name or Name of Trust

Date of Trust (if applicable)

Birthdate

Phone Number

Relationship to Proposed Insured

#### JOINT OWNER

(If applicable.)

Joint Owner's Name or Name of Trust

Date of Trust (if applicable)

Birthdate Phor

Phone Number

Relationship to Proposed Insured

Proposed Insured 2 Date of Birth

Number of Years with Employer

Annual Income

Spouse/Domestic Partner Annual Income

Net Worth

Social Security Number/Taxpayer I.D. Number

Address 1 (Street or P.O. Box Number)

Address 2 (City, State, Zip Code)

Email Address

Social Security Number/Taxpayer I.D. Number

Address 1 (Street or P.O. Box Number)

Address 2 (City, State, Zip Code)

Email Address

## 5. SEND PREMIUM NOTICES TO

(If other than Owner.)

	Name		Relationship to Proposed Insured Date of Birth				
SECI	Address ION II: <u>PLAN OF INS</u>	URANCE			Social Security Number/Taxpayer	I.D. Number	
1.	Plan of Insurance/Nan			10.	. What is the source of Premium P □ Current income or savings	ayment?	
2.	Face Amount		<u></u>		<ul> <li>The Trust listed as the Owner</li> <li>A third-party source, such as F</li> </ul>	Premium Financing	
3.	If Term or Alternative t □ 10 □ 15 □ 20 □	,	,		☐ Other: Please explain.		
4.	Underwriting Class Qu (Protective will issue the		writing class.)	11.	. Premium Payment: □ Annual	¢	
5.	If Universal Life:		Face Amount sing Face Amount		□ Quarterly	\$ \$	
6.	Death Benefit Complia (Subject to product ava		□ CVAT □ GPT		□ Semi-Annual □ Monthly	\$ \$	
7.	Section 1035:	□ Yes	□ No		(Pre-Authorized Withdrawal Only	)	
8. 9.	1035 Loan Transfer: If any additional benef requested, check here		□ No or child coverage are		□ Cash with Application	\$	

(If checked, please complete the Rider Worksheet. If not checked, no additional benefits or riders are included in the policy.)

# SECTION III: BENEFICIARY DESIGNATIONS

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

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

# SECTION IV: EXISTING COVERAGE/PENDING INSURANCE AND REPLACEMENT

(If you answer Yes to Questions 1-3 in this section, you will need to complete any state required replacement forms and comparison statements. All questions must be answered completely. If additional space is needed, use Section VII and follow the directions provided.)

1. D a)

Does the Proposed Insured have any existing life insurance policies or annuity contracts in force?	es 🗆 No
--	---------

	Name of Insured		Company			
	Policy Number		Replace or Change			
	Amount	Purpose – Business or	Personal	Issue D	ate	
b)	Name of Insured		Company			
	Policy Number		Replace or Change			
2.	Amount Is the policy applied for intended to	Purpose – Business or		Issue D		
Ζ.	existing life insurance policies or a (If you intend to replace existing of and comparison statements.)	nnuity contracts?		-	□ Yes	□ No
3.	Is there any application now pend covering the Proposed Insured? (			th insurance	□ Yes	□ No
	Company Name		age Total Amount to			f Coverage
4. 5	Has the Proposed Insured had a rated, canceled, or restricted in an In the next 3 years, will the owners	y way? (If Yes, please o	explain.)		□ Yes	□ No
5.	be transferred? (If Yes, please exp		rest in any trust ownin	ig the policy	□ Yes	□ No
6.	Is someone other than the Proposi (If Yes, please explain.)	□ Yes				
7.	(If Yes, please explain.)				□ Yes	□ No
8.	In the last two years has the Pro analysis to be performed or has the					
9.	life expectancy analysis in the futu Has the Proposed Insured discuss	re? ed transfer of the policy	to be issued, or its de	ath benefits,	□ Yes	□ No
	to a life settlement company, Inve with stranger owned or investment have you considered such a transf	t owned life insurance (	commonly called SOI			□ No
SE	CTION V: PURPOSE OF INSURA					
(To	be answered and completed by the O	wner. If additional space	is needed, use Section	VII and follow		
1.	What is the purpose of the insuran ( <u>Personal</u> – Family Estate Protection (If <u>Business</u> insurance, complete C	on, Asset Transfer or <u>Br</u>	usiness – Key Man, B	uy-Sell, etc.)	Busin	nal ess – Key Person ess – Buy/Sell ess – Other
2. 3. 4. 5.	What percent of business does the What is approximate net annual in What is approximate market value What year was the business estab Please complete the information b	come of business? of the business? lished?	n or control?		\$ \$	%
	Name/Business Partner	Tit	le		6 of Busine	ess Owned
	Insurance Company	An	nount Now Carried or	Applied For		

# SECTION VI: PERSONAL HISTORY

# (If additional space is needed, use Section VII and follow the directions provided.)

1. Has the Proposed Insured used tobacco or nicotine of any kind over the last 5 years?

□ Yes □ No

2.	Type         Frequency         Date Las           Has the Proposed Insured consulted a physician or had treatment for the use or possession of:         Date Las	t Used	
	(If Yes, complete the appropriate questionnaire for Alcohol and Drug Use.)		
	A. Alcohol?	□ Yes	□ No
_	B. Narcotics, stimulants, sedatives, hallucinogenic drugs?	□ Yes	□ No
3.	In the past 5 years, has the Proposed Insured been convicted of (I) two or more movin violations (II) driving under the influence of cleaned or other drives or (III) had driver's license		
	violations, (II) driving under the influence of alcohol or other drugs, or (III) had driver's licens suspended or revoked?	Ge □ Yes	□ No
4.	Has the Proposed Insured ever been convicted of, or pled guilty or no contest to a felony,		
	had any such charge pending against them?	🗆 Yes	□ No
5.	Has the Proposed Insured flown as a pilot, student pilot or crew member, or intend to fly	as 🛛 Yes	□ No
6.	such? (If Yes, complete the Aviation Questionnaire.) Has the Proposed Insured been a member of, or applied to be a member of, or received	2	
0.	notice of required service in the armed forces, reserve, or National Guard? (If Yes, provid		
	details below. If on active duty, please complete the Military Questionnaire.)	□ Yes	□ No
	Branch of Service Rank Duties Mobilization Category	Current E	Outy Station
7.	Has the Proposed Insured engaged in any of the following activities in the past 2 years?	□ Yes	D No
	(If Yes, complete the appropriate questionnaire.)		
	□ Racing □ Scuba Diving □ Hang Gliding □ Mountain/Rock Climbing □ Sky Divin	•	-
8.	Is the Proposed Insured a U.S. citizen?	□ Yes	□ No
	(If No, provide details below and complete the Foreign National Questionnaire.)		
			· · · · · · · · · · · · · · · · · · ·
9.	Country of Citizenship Visa Type Expiration Date Length of U Has the Proposed Insured traveled or resided outside of the United States in the past 2 years	J.S. Resider ? □ Yes	
5.	(If Yes, provide details below and complete the Foreign Travel and Residence Supplement.)		
	Travel Details		·····
10.	Does the Proposed Insured intend to travel or reside outside the United States or Canada with		
	the next 12 months? (If Yes, provide details below and complete the Foreign Travel a	nd 🗆 Yes	□ No
	Residence Supplement.)		
	To Where Why		······
	To where why		
	When For How Long		<u> </u>
11	Has the Proposed Insured filed for or declared bankruptcy in the past ten (10) years?	□ Yes	□ No
11.	(If Yes, provide details below.)		
г			
	Type of Bankruptcy (Chapter)         Date Filed         Date of Discharge or Reorganization	<u>tion</u>	<u>Status</u>

## SECTION VII: SPECIAL REMARKS AND DETAILS

(For each question that requires additional information, provide the section number, question number, date, details or reason. Where applicable, also include any attending physician, hospital, or medical facility name, address, and phone number.)

# DECLARATIONS

I have read or have had read to me the completed application before signing below. I represent that all statements and answers made in all parts of this application are full, complete and true, to the best of my knowledge and belief. It is agreed that:

- All such statements and answers shall be the basis of any insurance issued, and my answers are material to the decision as to whether the risk is accepted by Protective Life.
- No representative or medical examiner has the authority to make, alter or discharge any contract, accept risks, or waive Protective Life's rights or requirements.
- Acceptance of a policy by the Owner shall constitute ratification of any changes made by the Company. In those
  states where it is required, changes as to plan, amount, age at issue, classification or benefits will be made only with
  the Owner's written consent.
- No insurance shall take effect unless: (I) a policy is delivered to the Owner, (II) the full first premium is paid while the
  Proposed Insured is alive, and (III) there has been no change in health and insurability from that described in this
  application. However, if the premium is paid as set forth in the attached Conditional Receipt Agreement or the
  Temporary Life Insurance Receipt (Collectively known as the "Receipt") and the Receipt is delivered to the Owner,
  the terms of the Receipt shall apply. No representative or medical examiner has any authority to waive or to alter
  these terms and conditions.
- I have reviewed the attached Receipt and understand and agree that it provides a <u>limited</u> amount of life insurance for a <u>limited</u> period of time, and that such coverage is subject to the terms and conditions set forth in the Receipt.
- The representative taking this application has made no statement or representation different from, contrary to or in addition to these Declarations and the terms and conditions of the attached Receipt.

# IMPORTANT INFORMATION ABOUT IDENTIFICATION VERIFICATION

To help the government fight the funding or terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, obtain, verify, and record information of its customers. We may ask for information or identifying documents that will allow us to verify the identity of our customers.

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

Signed at: City	State	Date
(X) Signature of Proposed Insured	(X) Signature of Owner	
(X) Signature of Representative	(X) Signature of Joint Owner	

# SUPPLEMENT TO LIFE INSURANCE APPLICATION

# **APPLICATION SUPPLEMENT – PART I**

The statements and answers to the questions listed below shall become a part of the attached application; shall be subject to the terms of the attached application; and shall become a part of any policy based on this application.

Print Name of Proposed Insured(s): \_\_\_\_\_

For (1)	any policy to be issued as a result of this application: Will anyone other than the Insured, his or her family, or employer/business partner pay any portion of the initial or	Yes	No
(1)	future premiums or obtain any right, title or interest in this policy?		
	If Yes, complete the "Statement of Owner Intent" (Application Supplement – Part II)		
(2)	Will any portion of the initial or future premiums be borrowed, loaned or otherwise financed?		
• •	If Yes, complete the "Premium Financing Disclosure" (Disclosure and Acknowledgement)		
(3)	Will a trust, including family trust, own this policy?		
	If Yes, complete the "Trust Certification" (Application Supplement – Part III)		
(4)	Is the Proposed Insured age 65 or older AND total coverage applied for across all Protective companies		
	\$1,000,000 or more?		

If Yes, complete the "Statement of Owner Intent" (Application Supplement - Part II)

# SIGNATURES

I (We) have read or have had read to me (us) the completed Supplement before signing below. All statements and answers in the Supplement are correctly recorded and are full, complete and true. I (We) understand that the information being provided in this Supplement is being relied upon in considering the application for life insurance and is subject to the applicable Fraud Statement as provided in the Application for Life Insurance.

Signed in	, this	day of		/·
(State)		j	(Month)	(Year)
Signature(s) of Proposed Insured(s):	X			SIGN HERE
	X			SIGN HERE
Signature(s) of Owner(s)/Trustee(s):	Χ			SIGN HERE
(provide officer's title if policy is owned by a corporation)	X			SIGN HERE
Signature of Witness:	X			SIGN HERE

# PRODUCER CERTIFICATION

By signing below, I hereby certify that to the best of my knowledge and belief, the information provided herein is complete, accurate, and correct and that the life insurance being applied for conforms to the Company's guidelines.

Signed at:			
5	(City and State)		Date
	-		
Χ		SIGN HERE	
Producer Signature			Producer Name (Print)
-			

#### AUTHORIZATION TO OBTAIN AND DISCLOSE INFORMATION

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

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

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

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

## **RELEASE AND DISCLOSE INFORMATION FROM THIRD PARTIES**

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

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

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

# TESTING OF BLOOD, ORAL FLUIDS AND URINE

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

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

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

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

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

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

Applicant - COPY

#### SPECIAL REQUIREMENT FOR HIV/AIDS TESTING

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

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

#### **GENERAL INFORMATION**

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

# AUTHORIZATIONS AND INVESTIGATIVE CONSUMER REPORT

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

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

#### SIGNATURES

Date of Authorization: X\_\_\_\_\_

List Health Care Providers

X Proposed Insured 1 (Signature)	Print Name of Proposed Insured 1	Birthdate	Social Security Number
X Proposed Insured 2 (Signature)	Print Name of Proposed Insured 2	Birthdate	Social Security Number
If Minor, Print Name	X X Parent or Legal Guardian (Signatu	ure) Print Nar	me of Parent or Legal Guardian

#### AUTHORIZATION TO OBTAIN AND DISCLOSE INFORMATION

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

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

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

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

## **RELEASE AND DISCLOSE INFORMATION FROM THIRD PARTIES**

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

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

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

# TESTING OF BLOOD, ORAL FLUIDS AND URINE

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

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

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

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

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

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

Applicant - COPY

#### SPECIAL REQUIREMENT FOR HIV/AIDS TESTING

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

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

#### **GENERAL INFORMATION**

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

# AUTHORIZATIONS AND INVESTIGATIVE CONSUMER REPORT

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

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

#### SIGNATURES

Date of Authorization: X\_\_\_\_\_

List Health Care Providers

X Proposed Insured 1 (Signature)	Print Name of Proposed Insured 1	Birthdate	Social Security Number
X Proposed Insured 2 (Signature)	Print Name of Proposed Insured 2	Birthdate	Social Security Number
If Minor, Print Name	X X Parent or Legal Guardian (Signatu	ure) Print Nar	me of Parent or Legal Guardian

## SUMMARY DISCLOSURE STATEMENT for ACCELERATED DEATH BENEFIT

#### Benefit:

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

#### **Consequences of Receiving Accelerated Death Benefit:**

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

#### Amount You May Elect:

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

#### When Eligible for Payment of Benefit:

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

#### Notice and Proof of Qualifying Event:

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

#### Effect of an Accelerated Death Benefit:

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

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

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

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

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

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

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

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

UNIVERSAL L	.IFE
-------------	------

Before Electior	n is Ma	ade	Accelerated Deat	h Bene	fit Election
Face Amount	\$	100,000.00	Face Amount	\$	100,000.00
Cash Surrender Value	\$	30,000.00	50% Election	\$	50,000.00
Policy Loan	\$	5,000.00	less administrative fee	\$	150.00
Death Benefit Payable	\$	95,000.00	less policy loan repayment	\$	5,000.00
Net Cash Surrender Value	\$	25,000.00	Benefits Payable	\$	44,850.00
Face Amount	φ	100,000.00	Face Amount	φ	100,000.00
Lien*	\$	50,000.00	Lien**	\$	,
Lien* Cash Surrender Value	ծ \$	50,000.00 30,000.00	Cash Surrender Value	\$ \$	,
	ծ \$ \$	,		\$ \$ \$	30,000.00
Cash Surrender Value	ծ Տ Տ Տ	30,000.00	Cash Surrender Value	\$ \$ \$	30,000.00 0.00
Cash Surrender Value Policy Loan	» \$ \$ \$ \$	30,000.00 0.00	Cash Surrender Value Policy Loan	\$ \$ \$ \$	53,000.00 30,000.00 0.00 47,000.00 0.00

\* Equal to the accelerated Death Benefit.

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

Premiums: There are no premiums for this benefit.

Acknowledgment: I acknowledge that I have received and read the Summary and Disclosure Statement for Accelerated Death Benefit which was furnished to me prior to signing the application.

Signature of Proposed Insured	Date
Signature of Owner (if other than Proposed Insured)	Date
Signature of Agent	Date

For electronic use only a line of the second		as my signature for legal and	l regulatory purposes for this a	pplication.
Electronic Signature of		Broker or Agent		was
obtained	Date	at	Time	

#### PLEASE RETAIN THIS COPY FOR YOUR RECORDS

## SUMMARY DISCLOSURE STATEMENT for ACCELERATED DEATH BENEFIT

#### Benefit:

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

#### **Consequences of Receiving Accelerated Death Benefit:**

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

#### Amount You May Elect:

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

#### When Eligible for Payment of Benefit:

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

#### Notice and Proof of Qualifying Event:

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

#### Effect of an Accelerated Death Benefit:

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

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

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

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

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

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

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

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

UNIVERSAL	LIFE
-----------	------

Before Election	n is Ma	ide	Accelerated Deat	h Bene	fit Election
Face Amount	\$	100,000.00	Face Amount	\$	100,000.00
Cash Surrender Value	\$	30,000.00	50% Election	\$	50,000.00
Policy Loan	\$	5,000.00	less administrative fee	\$	150.00
Death Benefit Payable	\$	95,000.00	less policy loan repayment	\$	5,000.00
Net Cash Surrender Value	\$	25,000.00	Benefits Payable	\$	44,850.00
Immediately After El	ection ¢		Eaco Amount	¢	100 000 00
Face Amount	ection \$	100,000.00	Face Amount	\$	
•	ection \$ \$		Face Amount Lien**	\$ \$	
Face Amount	ection \$ \$ \$	100,000.00		\$ \$ \$	53,000.00
Face Amount Lien*	ection \$ \$ \$ \$	100,000.00 50,000.00	Lien**	\$ \$ \$ \$	53,000.00 30,000.00
Face Amount Lien* Cash Surrender Value	ection \$ \$ \$ \$ \$ \$	100,000.00 50,000.00 30,000.00	Lien** Cash Surrender Value	\$ <del>\$</del> \$ \$ \$	53,000.00 30,000.00 0.00
Face Amount Lien* Cash Surrender Value Policy Loan	ection \$ \$ \$ \$ \$ \$ \$ \$	100,000.00 50,000.00 30,000.00 0.00	Lien** Cash Surrender Value Policy Loan	\$ \$ \$ \$ \$	100,000.00 53,000.00 30,000.00 0.00 47,000.00 0.00

\* Equal to the accelerated Death Benefit.

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

Premiums: There are no premiums for this benefit.

Acknowledgment: I acknowledge that I have received and read the Summary and Disclosure Statement for Accelerated Death Benefit which was furnished to me prior to signing the application.

Signature of Proposed Insured	Date
Signature of Owner (if other than Proposed Insured)	Date
Signature of Agent	Date

For electronic use only - AGENT ( I hereby certify that my electronic ap	<b>DNLY</b> oproval serves as my signature for legal and reg	gulatory purposes for this application.
Electronic Signature of	Broker or Agent	was
obtained <i>Da</i>	atat	 Time

## RETURN THIS SIGNED ACKNOWLEDGMENT TO HOME OFFICE

				<b>BROKER / REPRESENTATIV</b>	'E REP	ORT
1.	In what language were the questions on the ap	olication asked	I? *Please remember that Protect			
	service any application from an applicant who d			sh 🗖 Spanish 🗖 Other*	Yes	No
	*List Other Language:			<u>_</u>		
2.	Is the Proposed Insured a relative or does the F	Proposed Insur	red have a business relationship w	vith you?		
	If Yes, Details:					
3.	(a) Will this policy replace or change existing p	• • •				
	(b) If replacement of existing insurance is invo	lved, have you	u complied with all relevant state re	equirements, including any		_
	Disclosure and Comparison Statements?					
	If No, Explain: Answer questions (c) and (d) <u>only</u> if this is a	ronlacomon	 t·			
	(c) Did you use any pre-printed company appl					
	If Yes, List Name or Form Number:				1	
	(d) Did you use any Company approved, elect	ronically gene	rated, individualized sales materia	als (such as illustrations or		
	concept materials)? (If Yes, you must pro-					
4.	Have you advised the proposed policyowner or					
	ownership of the policy to be issued, or its deat	n benefits, to a	a life settlement company, investor	r, offshore trust, investment		
	trust, or entity associated with stranger owned of			alled SOLI or IOLI) or are	_	
	you otherwise aware that the policyowner may l		ing such a transfer?			
5.	If Yes, please explain in Special Requests/Rem Has a mortality analysis or life expectancy analysis		ormed on the Proposed Insured?			
6.	Has a medical examination been ordered?					
	If Yes, Name of Examiner:		Date	of Exam:		
7.	Is Premium Financing involved in this case? (If					
	I have verified the identity of the Owner by pictu	re I.D. (Autho	•	or Trustee if Trust)		
	Identification Type:		Driver's License Number:			
	Please include Driver's License Number if Own		ual and is other than the Proposed	d Insured.		
	NOTE: Does not apply to direct marketing situa rtify that:					
a)	both the Proposed Insured(s) and the Owne	r(s) read, spe	ak and understand either the Fr	nglish or Spanish language; and		
b)	each has explicitly told me that they unders					
c)	the answers given in this application are con		, j			
d)	I know of nothing affecting the risk which is		<b>J I I</b>		nd	
e)	I carefully explained each question before re	ecording each	n answer and before the applica	tion was signed.		
Sigi	nature of Broker/Representative	Date	PLICO Contract Number	Share % Business Phone	Numbe	er
Prin	t Name of Above Signature	Email Addr	ess	Signed at (City and State)		
Sigi	nature of Additional Broker/Representative	Date	PLICO Contract Number	Share % Business Phone	Numbe	er
Prin	t Name of Above Additional Signature	Email Addr	ess	Signed at (City and State)		
BG	A/Broker Dealer Name	PLICO Con	tract Number			
Nev	v Business Key Contact	Email Addr	ess	Phone Number		
Bro	ker/Representative Special Requests/Remarks:					
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1					

# NOTICE AND CONSENT FOR AIDS VIRUS (HIV) TESTING

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

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

 POSITIVE TEST RESULTS. Positive HIV antibody/antigen test results do not mean that you have AIDS, but that you are at significantly increased risk of developing AIDS or AIDS-related conditions. Federal authorities say that persons who are HIV antibody/antigen positive should be considered infected with the AIDS virus and capable of infecting others.

Positive HIV antibody or antigen test results or other significant laboratory test abnormalities will adversely affect your application for insurance. This means that your application may be declined, that an increased premium may be charged, or that other policy changes may be necessary.

6. NOTIFICATION OF HIV TEST RESULTS. If the test results are negative, no routine notification will be sent to you. Positive or indeterminate test results will be provided to the private physician you indicate below:

#### Physician's Name

#### Physician's Address

In absence of a designated physician, positive or indeterminate test results will be communicated in accordance with the rules of your state. Some states will require notification of positive or indeterminate test results to the local health department in addition to or in lieu of notification to your private physician.

**CONSENT:** I have read and I understand this Notice and consent for HIV (AIDS)-Related Testing. I voluntarily consent to testing and disclosure as described above. I understand that I have the right to withdraw this consent prior to being tested and that I may request and receive a copy of this form. A photocopy of this form will be as valid as the original. In addition, I authorize Protective Life Insurance Company or its reinsurers to make a brief report of any personal health information to the MIB.

Proposed Insured (PRINT)

Date of Birth

Date HOME OFFICE COPY

# NOTICE AND CONSENT FOR AIDS VIRUS (HIV) TESTING

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

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

 POSITIVE TEST RESULTS. Positive HIV antibody/antigen test results do not mean that you have AIDS, but that you are at significantly increased risk of developing AIDS or AIDS-related conditions. Federal authorities say that persons who are HIV antibody/antigen positive should be considered infected with the AIDS virus and capable of infecting others.

Positive HIV antibody or antigen test results or other significant laboratory test abnormalities will adversely affect your application for insurance. This means that your application may be declined, that an increased premium may be charged, or that other policy changes may be necessary.

6. NOTIFICATION OF HIV TEST RESULTS. If the test results are negative, no routine notification will be sent to you. Positive or indeterminate test results will be provided to the private physician you indicate below:

#### Physician's Name

#### Physician's Address

In absence of a designated physician, positive or indeterminate test results will be communicated in accordance with the rules of your state. Some states will require notification of positive or indeterminate test results to the local health department in addition to or in lieu of notification to your private physician.

**CONSENT:** I have read and I understand this Notice and consent for HIV (AIDS)-Related Testing. I voluntarily consent to testing and disclosure as described above. I understand that I have the right to withdraw this consent prior to being tested and that I may request and receive a copy of this form. A photocopy of this form will be as valid as the original. In addition, I authorize Protective Life Insurance Company or its reinsurers to make a brief report of any personal health information to the MIB.

Proposed Insured (PRINT)

Date of Birth

Date PROPOSED INSURED COPY

#### PRE-AUTHORIZED WITHDRAWAL AGREEMENT

#### FOR DRAFTING OF PREMIUM PAYMENTS

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

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

Policy Number:		Name of Insured:	Name of Insured:	
Name of Bank:				
Street Address or P.O. E	3ox:			
City:		_ State:	Zip Code:	
Type of Account:	Checking	Savings		
Routing Number:				
Account Number:				
Premium Frequency:	☐ *Monthly (*Only	available by bank draft)	Quarterly	
	Semi-Annually		Annually	

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

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

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

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

Premium Payer - Depositor (Please Print)

Date

Signature

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

# **CONDITIONAL RECEIPT AGREEMENT**

#### PREMIUM RECEIPT

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

Premium Amount Receiv	ed: \$	
Method of Payment:	Check	Pre-Authorized Withdrawal

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

Other \_\_\_\_\_

following Proposed Insured(s)

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

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

#### **TERMS AND CONDITIONS**

#### Amount of Coverage

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

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

#### Date of Conditional Coverage

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

## Limitations

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

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

## **Termination and Refund of Premium**

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

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

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

#### Effective Date of Coverage

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

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

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

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

## SIGNATURES:

I have read this agreement and declare that the answers are true to the best of my knowledge and belief. I understand and agree to the terms, conditions, and limitations of this Agreement.

Proposed Insured's Signature	Date
Owner's Signature (if other than the Proposed Insured)	Date
Joint Owner's Signature	Date
Agent's Signature	Date

# **CONDITIONAL RECEIPT AGREEMENT**

#### PREMIUM RECEIPT

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

Premium Amount Receiv	ed: \$	
Method of Payment:	Check	Pre-Authorized Withdrawal

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

Other \_\_\_\_\_

following Proposed Insured(s)

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

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

#### **TERMS AND CONDITIONS**

#### Amount of Coverage

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

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

#### Date of Conditional Coverage

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

## Limitations

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

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

## **Termination and Refund of Premium**

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

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

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

#### Effective Date of Coverage

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

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

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

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

## SIGNATURES:

I have read this agreement and declare that the answers are true to the best of my knowledge and belief. I understand and agree to the terms, conditions, and limitations of this Agreement.

Proposed Insured's Signature	Date
Owner's Signature (if other than the Proposed Insured)	Date
Joint Owner's Signature	Date
Agent's Signature	Date

# IMPORTANT NOTICE: REPLACEMENT OF LIFE INSURANCE OR ANNUITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

A replacement may not be in your best interest, or your decision could be a good one. You should make a careful comparison of the costs and benefits of your existing life insurance policy or annuity contract and the proposed life insurance policy or annuity contract. One way to do this is to ask the company or insurance producer/agent that sold you your existing life insurance policy or annuity contract to provide you with information concerning your existing life insurance policy or annuity contract. This may include an illustration of how your existing life insurance policy or annuity contract is working now and how it would perform in the future based on certain assumptions. Illustrations should not, however, be used as a sole basis to compare policies or annuity contracts. You should discuss the following with your agent to determine whether replacement or financing your purchase makes sense:

#### PREMIUMS:

Are they affordable?

Could they change?

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

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

## POLICY VALUES:

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

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

What surrender charges do the policies have?

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

Does the new life insurance policy provide more insurance coverage?

## INSURABILITY:

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

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

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

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

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

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

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

# OTHER ISSUES TO CONSIDER FOR ALL TRANSACTIONS:

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

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

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

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

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

# IMPORTANT NOTICE: REPLACEMENT OF LIFE INSURANCE OR ANNUITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# P.O. Box 830619

Birmingham, AL 35283-0619

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

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

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

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

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

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

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

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