

PROTECTIVE LIFE AND ANNUITY INSURANCE COMPANY

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

CONDITIONAL RECEIPT AGREEMENT

PREMIUM RECEIPT

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

Premium Amount Received: \$ _____

Method of Payment: Check Pre-Authorized Withdrawal

 Other _____

The amount received is a conditional payment of the first premium for this insurance policy on the life of the following Proposed Insured(s) _____.

ALL PREMIUM CHECKS MUST BE MADE PAYABLE TO PROTECTIVE LIFE AND ANNUITY 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 pending application, conditional receipt, or temporary life receipt with the Company and its affiliates, or (ii) \$50,000.

Date of Conditional Coverage

Conditional coverage will begin when the application is completed, which includes suitability review under Regulation 187, 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;
- (5) The Proposed Insured(s) intends to leave the United States within the next 60 days; or
- (6) The Proposed Insured(s) has greater than \$1,000,000 in death benefit coverage in force with this Company and its affiliates.

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.

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 in its entirety and understand it to the best of my knowledge and belief. Furthermore, I agree and accept the terms, conditions, and limitations therein.

Proposed Insured’s Signature

Date

Owner’s Signature (if other than the Proposed Insured)

Date

Agent’s Signature

Date