

Protective Life Insurance Company*
Protective Life and Annuity Insurance Company

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

PO Box 1928, Birmingham AL 35201-1928

New Business Email: Annuities@protective.com

Inforce Email: CIAnnuities@protective.com

Trust Certification
Annuity Service form

Annuitant's Name: _____

Instructions:

The Company is relying on the representations in this Trust Certification and not upon a review of the trust document, even if the trust document is provided. DO NOT submit trust documents. The Company reserves the right to request these documents, but they should not be submitted with this certification, application, or any other paperwork unless specifically requested by the Company.

This Certificate voids and replaces all previous Certificates filed with us.

Please complete this form: 1. If the contract is owned by a trust (see first paragraph of important information section for exceptions) or 2. To change any of the trust information given below. (Incomplete form will be returned to the contract owner.)

Important Information:

Please be aware that the purpose of this form is for Trustees of a Trust that meets the natural person exception (see following paragraph) to certify to this fact. For Trusts that do not meet this exception (for example, charitable trusts) or that do not need this exception to retain tax-favored status of the annuity contract (for example, a Trust purchasing an immediate annuity), this form is NOT NEEDED.

Under Code section 72(u), an annuity contract that is owned by a non-natural owner, including a trust, is generally not treated as an annuity contract for federal income tax purposes and not entitled to tax-deferred status. Accordingly, the income on the contract determined under Code section 72(u) is treated as ordinary income to the owner each year, whether or not any distributions are actually made from the annuity contract. However, there are exceptions to this general rule, including an exception that applies if an annuity contract is held by a trust or other entity as an agent for a natural person (the "natural person exception"). You should consult a tax advisor to determine how Code section 72(u) applies to your facts and circumstances.

The Trustee(s), by signing this Certification, acknowledges that the Company will treat the natural person exception as applying and, as applicable, will issue IRS Form 1099-R to report actual distributions made in the prior tax year (ie, will treat the annuity as retaining favorable tax treatment despite being owned by the trust).

Please note, the death of the annuitant will trigger the post-death distribution rules whereby any remaining value in the contract must be liquidated by the fifth anniversary of the death if the beneficiary of the contract is the trust.

*Protective Life Insurance Company is not licensed in New York.

Trust Information

Name of Trust Owner: _____

Date of Trust Agreement: _____

Contract Number (for changes to existing certifications): _____

Taxpayer Identification Number of Trust: _____

☐ Check if trust does not have its own TIN and, instead, uses the Grantor's Social Security Number

State of Registration of the Trust: _____

☐ Grantor Trust

☐ Non-Grantor Trust

If Grantor Trust:

Grantor Name: _____

Grantor Social Security Number: _____ Grantor Date of Birth: _____

Co-Grantor Name: _____

Co-Grantor Social Security Number: _____ Co-Grantor Date of Birth: _____

Are all trust beneficiaries individuals? ☐ Yes ☐ No

Trustee Information:

Trustee 1 Printed Name: _____

Trustee 1 Phone Number: _____

Trustee 1 Address: _____

Trustee 2 Printed Name: _____

Trustee 2 Phone Number: _____

Trustee 2 Address: _____

Trustee 3 Printed Name: _____

Trustee 3 Phone Number: _____

Trustee 3 Address: _____

Successor Trustee Printed Name: _____

Successor Trustee Phone Number: _____

Successor Trustee Address: _____

Certifications

By signing below, the trustees certify that:

1. Trust is not a generation skipping transfer trust.
2. All trustees are identified above.
3. Trust is registered in the USA.
4. Each trustee signing is authorized to exercise the rights of ownership under the contract, exercise rights in terms of the contract, and issue instructions to the Company, including withdrawals and surrender of the contract and such authority is in full compliance with the terms of the trust.
5. Sources of the purchase payments have been accurately disclosed on or at the time of application and that the purchase payments during the first contract year have not been borrowed from a third party with an intent to be repaid from contract proceeds
6. Each trustee signing affirms that the trust is in full force and effect and has not been revoked or terminated or that the trust has not been modified or amended in any manner which would cause any representations set forth herein to be incorrect.
7. The Company can rely upon representations of the trustee(s) as contained in this Certificate.
8. The Company shall not be obligated to inquire into the terms of the trust, or any action taken by the trustee(s).
9. The Company will be informed of any changes made to the trust or composition of the trustees in writing and the Company will not be charged with notice of a separate trust instrument, change of trustee(s), the death of a beneficiary or the termination of the trust or change of any trust unless written notice, in a form or format acceptable to the Company, is received at its home office. The Company is not responsible for any actions taken prior to receiving and recording of such information described above.
10. Each trustee agrees to hold the Company harmless and indemnify the Company, jointly and severally, for any claims, expenses, legal fees, penalties, losses or omissions on account of any actions taken in reliance upon instructions received from the trustee(s) and in accordance with this Certificate. This indemnity extends beyond the termination of this certificate and the termination of the contract.
11. Payment in accordance with the terms and conditions of the contract shall fully discharge the Company's liability for such payment.

Please check if applicable:

- ☐ According to the trust agreement, the trustees have the power to act independently of each other in exercising ownership rights for this contract.
- ☐ According to the trust agreement, the power to delegate and appoint a Power of Attorney is given to the trustee(s) listed below:

Signatures

Trustee 1 Signature: _____ Date: _____

Trustee 2 Signature: _____ Date: _____

Trustee 3 Signature: _____ Date: _____