




Protective Life Insurance Company


Annuity New Business Phone: (800) 456-6330

FIXED ANNUITY CHECKLIST

For Registered Financial Professional Use Only - this form does not need to be submitted with the application

	BEFORE SUBMITTING AN APPLICATION, PLEASE CONFIRM THAT ALL APPLICABLE TRAINING IS COMPLETE AND UP TO DATE - INCLUDING ANY PRODUCT TRAINING.			
	Please follow your firm's procedures for submission and suitability approval.			
	<p style="text-align: center;">Submit applications to:</p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; vertical-align: top;"> <p>Email: annuities@protective.com</p> <p>Fax: (205) 268 - 3151</p> </td> <td style="text-align: center; vertical-align: top;"> <p>Regular Mail IPD-Annuity 3-1 Protective Life Insurance Company P.O. Box 10648 Birmingham, AL 35202-0648</p> </td> <td style="text-align: center; vertical-align: top;"> <p>Overnight Mail IPD-Annuity 3-1 Protective Life Insurance Company 2801 Highway 280 South Birmingham, AL 35223</p> </td> </tr> </table>	<p>Email: annuities@protective.com</p> <p>Fax: (205) 268 - 3151</p>	<p>Regular Mail IPD-Annuity 3-1 Protective Life Insurance Company P.O. Box 10648 Birmingham, AL 35202-0648</p>	<p>Overnight Mail IPD-Annuity 3-1 Protective Life Insurance Company 2801 Highway 280 South Birmingham, AL 35223</p>
<p>Email: annuities@protective.com</p> <p>Fax: (205) 268 - 3151</p>	<p>Regular Mail IPD-Annuity 3-1 Protective Life Insurance Company P.O. Box 10648 Birmingham, AL 35202-0648</p>	<p>Overnight Mail IPD-Annuity 3-1 Protective Life Insurance Company 2801 Highway 280 South Birmingham, AL 35223</p>		
Owner Information – <i>Additional documentation may be requested for verification</i>				
<input type="checkbox"/> For Trust Owners, a copy of the Trustee Certification or Trust Document is required				
<input type="checkbox"/> For other Non-Natural Entities, a Corporate Resolution is required				
<input type="checkbox"/> If there is a Power of Attorney, POA documentation is required				
Beneficiary Information				
<input type="checkbox"/> Please complete the Beneficiary Information Request Form				
Premium/Contract Information				
<input type="checkbox"/> Select the appropriate Plan Type applicable to the product				
<input type="checkbox"/> Include the premium amount, as well as any applicable transfer and tax information				
<input type="checkbox"/> Include any applicable transfer paperwork, even if the funds have already been requested				
Optional Benefits and Features - <i>Please note product features and options vary</i>				
<input type="checkbox"/> Return of Premium – if applicable, please select an option				
<input type="checkbox"/> Withdrawal Charge Period – if applicable, please select an option				
<input type="checkbox"/> Protected Lifetime Income Benefit Rider (Income Rider) – if applicable				
<ul style="list-style-type: none"> • Please ensure the Owner/Annuitant is eligible based on age at time of application 				
Replacement Questions				
<input type="checkbox"/> Must be completed by both the customer and the Registered Financial Professional; please review answers in both sections of the application (“Replacement Questions” and “Registered Financial Professional Information”)				
Customer Signatures – All Owners must sign				
<input type="checkbox"/> For POA and Entity Owners: the authorized party should sign their name and include their title				
<input type="checkbox"/> Annuitant signature is required if the Annuitant is not an Owner, <i>including Custodial Accounts</i>				
<input type="checkbox"/> Ensure the City, State, and Date fields are completed in the Applicant Signature section				

FOR FINANCIAL PROFESSIONAL / BROKER DEALER INFORMATION ONLY - NOT FOR USE WITH CONSUMERS.

FOR INDEXED ANNUITIES	
<input type="checkbox"/> If selecting multiple strategies, allocations must equal 100%	
<input type="checkbox"/> <i>Please note there is a 14 Calendar Day Window for Application Paperwork and Cash Premiums</i> <ul style="list-style-type: none"> • Applications and funds, or Applications and Transfer Paperwork must be received within 14 calendar days of the sign date 	
<input type="checkbox"/> All initial Premiums (checks and transfers) should be identified on the application; funded premium (checks) must accompany the paperwork – do not wait to forward	
<input type="checkbox"/> For Client initiated transfers – a 60-day rate/cap lock applies if we receive the completed Transfer/Exchange Form (<i>with Client Initiated box checked</i>) within 14 calendar days of the sign date	
Registered Financial Professional Information	
<input type="checkbox"/> To be completed by a Registered Financial Professional	
<input type="checkbox"/> Please include the information used to verify the applicant’s identity, such as an unexpired driver’s license, passport	
<input type="checkbox"/> For all Registered Financial Professionals representing the Customer, please include printed name, Firm Name, Firm’s phone number, Florida License # (if applicable)	
<input type="checkbox"/> If there is more than one Registered Financial Professional <ul style="list-style-type: none"> • Commission % must equal 100% • Registered Financial Professional 1 will be granted online access to the annuity 	
Suitability Form - <i>Not required for FINRA firms that have a certified program for Protective to accept the firm’s Registered Principal approval</i>	
<input type="checkbox"/> Required for all annuity business submitted through an IMO/BGA	
Replacement Forms	
<input type="checkbox"/> Please complete all applicable Replacement Forms, including any state specific forms that may be required <i>based on where the application is signed</i>	
<input type="checkbox"/> Ensure that all transfer forms are signed and dated on or before the application sign date	
Transfer / Rollover / Exchange Forms	
<i>If the funds have previously been requested from the ceding carrier, please submit a copy of the request and make a note in the “Remarks” section of the application.</i>	
<input type="checkbox"/> Please complete form LAD-1120 for each transfer	
Customer Disclosures - Please provide to the Owner(s) at time of application	
<input type="checkbox"/> Annuity Buyer’s Guide	
Additional Forms (Optional)	
Certain benefits and features of this annuity may require additional paperwork	
	Check the status of this application and manage your book of business online: Finpro.protective.com

*We’re ready to help you deliver the protection and security your clients deserve.
Thank you for your business.*

GO PAPERLESS.

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

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

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

INDIVIDUAL ANNUITY APPLICATION

Protective Life Insurance Company

Select Product: Protective Indexed Annuity II

Send Applications to:

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

Contract # _____

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

Name: _____ Daytime Phone: _____
Address: _____ City: _____ State: _____ Zip: _____
SSN/Tax ID: _____ DOB: _____ M F Email: _____

JOINT OWNER (If applicable.)

Name: _____ Daytime Phone: _____
Address: _____ City: _____ State: _____ Zip: _____
SSN/Tax ID: _____ DOB: _____ M F Email: _____

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

Name: _____ Daytime Phone: _____
Address: _____ City: _____ State: _____ Zip: _____
SSN/Tax ID: _____ DOB: _____ M F Email: _____

PLAN TYPE Non-Qualified Traditional IRA Roth IRA Other _____
(Please choose one.)

TOTAL ESTIMATED INITIAL PURCHASE PAYMENT: \$ _____
(Minimum: \$10,000)

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

WITHDRAWAL CHARGE PERIOD: 5 Years 7 Years 10 Years
(Please choose one.)

CONTRACT ALLOCATION: _____ % Annual Point-to-Point Indexed Strategy
_____ % Annual Rate Cap for Term Indexed Strategy
_____ % Annual Trigger Indexed Strategy
_____ % Fixed Interest Strategy
(For the Initial Purchase Payment, only - Must equal 100%.)

SELECT THE OPTIONAL BENEFIT(S) TO BE INCLUDED IN YOUR CONTRACT - Not Required.

- Optional SecurePay SE Protected Lifetime Income Benefit Rider: Check the box to add this rider for a quarterly fee. Not available if any Owner or Annuitant is younger than age 55 or older than age 85. While the rider is in force, Protective Life has the right to restrict the portion of contract value that may be allocated to the Fixed Interest Strategy.
 Optional Principal Protection Money-Back Guarantee: Check the box to add this benefit. There is no fee, but contracts with the Money-Back Guarantee may earn interest at a lower rate than those without the guarantee.

REMARKS: _____

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

IMPORTANT NOTICE

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

REPLACEMENT:

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

Company - _____ Policy or Contract # _____
 Company - _____ Policy or Contract # _____
 Company - _____ Policy or Contract # _____

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

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

I have read and understand the "Annuity Buyer's Guide" and the annuity Disclosure Statement provided to me by my financial advisor.

I believe this annuity meets my current needs and financial objectives.

I understand that I am purchasing an indexed annuity. I understand the product features, interest crediting elements, and the indexes upon which the interest calculations will be based. Any interest credited to an indexed strategy depends in part upon the performance of the strategy's independent index. I understand the value of the contract will be affected by the index, but the contract does not participate directly in any index or stock investment. I also understand that during the withdrawal charge period, withdrawals from the contract that exceed any available free-withdrawal amount are subject to a limited market value adjustment and a withdrawal charge.

Application signed at: _____ on _____
(City and State) (Date)

Owner's Signature _____ **SIGN HERE** Joint Owner's Signature (if applicable) _____ **SIGN HERE** Annuitant's Signature (if not an Owner) _____ **SIGN HERE**

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

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

PRODUCER REPORT:

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

To the best of your knowledge and belief:

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

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

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

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

Producer Signature _____ **SIGN HERE** Producer Printed Name _____
 Producer Number _____ Agency/Broker Name _____
 Producer Phone # _____ Florida Lic. # (if applicable) _____

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

Protective Life Insurance Company ("the Company")

2801 Highway 280 South, Birmingham, AL 35223
P.O. Box 10648, Birmingham, AL, 35202-0648
Phone: (800) 456-6330 | Fax: (205) 268-3151
Email: Annuities@protective.com
Protective.com

Annuity Electronic Consent Form

Owner's Name: _____

Contract Number: _____

Optional - Consent for Electronic Delivery	
<input type="checkbox"/>	<p>Yes, I (or "we" if joint owners) consent to receive documents and notices related to my contract as permitted by law and subject to the Company's ability to deliver documents and notices electronically.</p> <ul style="list-style-type: none"> There is no charge for electronic delivery, and I/we may request a paper copy at any time. If my email address changes, I/we can update my information online or over the phone. This consent will remain in effect until I/we revoke my authorization by contacting Customer Service. <p>I/we understand that I/we will also need to register online to access my account information and any forms available electronically.</p> <ul style="list-style-type: none"> I/we can complete the online account registration at myaccount.protective.com. <p>By providing my email address below, I/we confirm that I/we have access to the internet for the purpose of accepting/accessing documents via electronic delivery. <i>For jointly owned contracts, if both owners consent to Electronic Policy Delivery, notifications will be sent to the primary owner.</i></p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p>Owner's Email Address:</p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p>Joint Owner's Email Address:</p>
<input type="checkbox"/>	<p>No, I/we do not consent to receive documents and notices electronically.</p>
Signatures	
Owner's Signature	Date
Joint Owner's Signature (if applicable)	Date

Beneficiary Information Request

Use this form for initial beneficiary designations.

Owner's Name: _____ Annuitant's Name: _____

Contract Number: _____ Owner's SSN/TIN: _____

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

BENEFICIARY INFORMATION:

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

SPECIAL INSTRUCTIONS:

SIGNATURES:

_____ Owner's Name (please print) _____ Owner's Signature _____ Date

_____ Joint Owner's Name (please print) _____ Joint Owner's Signature _____ Date

CONSUMER PROFILE and SUITABILITY QUESTIONNAIRE FOR FIXED ANNUITIES

This form is an essential part of the application process. It helps your producer assess your financial situation, insurance needs, financial objectives, and make recommendations appropriate to your situation. All questions must be answered, and the form must be signed by each owner/applicant and the producer.

For trust owned annuities, responses will depend on whether the trust is revocable or irrevocable.

For revocable trust ownership, responses should be provided based on the grantor's/settlor's information.

For irrevocable trust ownership, responses should be provided based on the finances of the trust.

OWNERS/APPLICANTS: (If the contract will be jointly owned, please provide information for both.)

Product Name _____ Purchase Payment \$ _____ Plan Type Qualified Non-Qualified

Owner/Applicant 1 – First Name _____ Last Name _____

Social Security Number / Tax I.D. Number _____ Age _____

Owner/Applicant 2 – First Name _____ Last Name _____

Social Security Number / Tax I.D. Number _____ Age _____

FINANCIAL PROFILE: (If the contract will be jointly owned, the information may be combined for both.)

1. What is your gross monthly household income? \$ _____

a. What are your sources of income? (select all that apply)

- Wages/Salary
- Rental Income
- Investments
- Pension/Retirement Benefit
- SSI
- Other _____

2. Describe your monthly income: it is stable -or- it fluctuates

3. What are your monthly household living expenses? \$ _____
(Includes: housing, food, transportation, insurance, medical care, and property taxes.)

4. Federal Income Tax Rate: ≤10% 11-20% 21-30% 31-36% 37%+

5. What is the total value of your Household Liquid Assets: \$ _____

Indicate each liquid asset below:

Checking/Savings \$ _____ CD's \$ _____ Money Market \$ _____

Stocks/Bonds \$ _____ Mutual Funds \$ _____ Pension/401(k) (if over 59 1/2) \$ _____

Fixed Annuities \$ _____ Fixed Index Annuities \$ _____ Variable Annuities \$ _____

Life Insurance Cash Value \$ _____ Other \$ _____ If Other, provide details: _____

(Only include annuities and life insurance out of surrender period.)

6. What is your Household Liquid Net Worth after the annuity purchase? \$ _____

(Liquid net worth is the amount that can be easily converted into cash without paying any kind of penalty or surrender charge.)

7. What is the total value of your Household Non-Liquid Assets: \$ _____

Indicate each asset below:

Real Estate (exclude primary residence) \$ _____ Pension/401(k) (if under 59 1/2) \$ _____

Fixed Annuities \$ _____ Fixed Index Annuities \$ _____ Variable Annuities \$ _____

Life Insurance Cash Value \$ _____ Other \$ _____ If Other, provide details: _____

(Only include annuities and life insurance in a surrender period.)

8. What is the value of your Household Assets (Total Liquid Assets + Non-Liquid Assets) \$ _____

9. What is the current value for your Existing Household Debts (excluding primary mortgage) \$ _____

10. What is your Household Net Worth (Total Assets – Existing Debts) \$ _____

11. What percentage of your Household Net Worth do all Annuities represent *(including proposed purchase)*? _____%
(Total annuity holdings ÷ net worth)

12. Is your current income or liquid assets sufficient for living expenses, medical expenses, or any unexpected emergencies? Yes No

If No, please explain: _____

13. After the purchase of this annuity, do you anticipate any material changes to the following?
(If Yes, please select the option(s) that will be affected and provide an explanation below.) Yes No

Monthly Income Out-of-pocket Medical Expenses Living Expenses Liquid Assets

If Yes, please explain: _____

14. Do you have an emergency fund for unexpected expenses? Yes No

If No, please explain: _____

15. Do you have a reverse mortgage? Yes No

16. Do you reside in a nursing home or assisted living facility? Yes No

17. Do you intend to apply for Medicaid, Medi-Cal, the veterans' aid and attendance benefit or other means-test government benefits? Yes No

(If Yes, you must provide a letter from an attorney certifying that this annuity purchase does not adversely affect your eligibility to participate in the applicable federal or state program. This letter should be submitted along with the application.)

FINANCIAL OBJECTIVES AND EXPERIENCE:

18. Reason for Purchase Including Insurance Needs: *(select all that apply)*

Principal Preservation Growth/Wealth Accumulation Tax Deferral (non-qualified only) Income

Retirement/Estate Planning Inheritance/Death Benefit Other _____

19. Which of the following financial products do you own and/or have previously owned and indicate number of years for each? *(select all that apply)*

Fixed Annuities _____ years Variable Annuities _____ years Life Insurance _____ years

Bonds _____ years Stocks _____ years Other _____ years

CDs _____ years Mutual Funds _____ years

20. Source of funds for this annuity purchase? *(select all that apply)*

(If annuity contracts or life insurance policies are being replaced, the replacement chart for question 26 will need to be completed.)

Current Income Life Insurance IRA/Retirement Plan

Cash/Savings/Checking Annuity Stocks/Bonds/Mutual Funds

CDs Loan/Reverse Mortgage Other _____

21. Excluding the current transaction, have you replaced any other annuity contracts within the past 60 months? Yes No

If Yes, please explain: _____

22. How long do you plan to keep this annuity? (select one) 1-3 years 4-7 years 7+ years Lifetime

a. Do you understand this annuity's limits on additional purchase payments? Yes No

b. Do you plan to make additional purchase payments into this annuity? Yes No N/A

23. How do you anticipate taking distributions from this annuity? (select all that apply)

Free/Partial Withdrawals Immediate Income Lump Sum Surrender Annuitize

Lifetime Income Rider Systematic Withdrawals Requirement Minimum Distribution

Not Anticipating Taking Distributions From This Annuity Other _____

24. When do you anticipate taking your first distribution? (select one)

Less than 1 year 1-5 years 6-9 years 10+ years None anticipated

25. What is your risk tolerance for this annuity?

Conservative: Accept little to no risk of principal for the potential of limiting or lower returns

Moderate: Accept some risk of principal for the potential of higher returns

Aggressive: Accept high risk of principal for the potential of even greater returns

26. Are you willing to accept non-guaranteed elements in the contract? Yes No

("Non-guaranteed elements" include, but are not limited to (depending on product purchased): contract values, renewal rates, renewal caps, participation rates, trigger rates, fixed interest rates (subject to contract minimums), index performance, surrender values, etc.)

27. If the source of funds includes a life insurance policy and/or annuity contract, complete the replacement chart below:
(If there is more than one contract/policy, please use an additional page 3 for each.)

Product Specs and Features	Replaced Contract	Proposed Contract
Name of Company		
Product Type (<i>Variable, Fixed, Life</i>)		
Product Name		
Contract or Policy Number		
Date of Issue		
Total Premium		
Net Premium (<i>Premiums less withdrawals</i>)		
Current Accumulation Value		
Current Surrender Value		
Annuitization Value (<i>if applicable</i>)		
Market Value Adjustment	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Surrender Charge Percentage for Remaining Years		
Free Withdrawal Percentage		

Minimum Guaranteed Interest Rate		
Death Benefit Value		
Living Benefit Value		
Interest Crediting Method Type <i>(if applicable)</i>		
Mortality & Expense Fee, Administrative Fee <i>(Percentage)</i>		
Living Benefit Rider Fee		
Death Benefit Rider Fee		

28. Is there a surrender charge for liquidating the existing contract? Yes No

If Yes, what is the Surrender Charge? *(Dollar and/or percentage)* _____

29. Please describe what benefit(s) the owner/applicant will achieve by replacing the current contract or policy. If the owner/applicant is giving up a living or death benefit rider please explain why the rider is no longer needed.

ADDITIONAL REMARKS:

OWNER/APPLICANT'S STATEMENT:

I confirm that I provided the information above and that it is true and complete to the best of my knowledge. I discussed my current financial situation, anticipated financial needs and risk tolerance with my producer. The producer discussed with me the surrender charges, if applicable, and other costs relating to this annuity contract. Furthermore, I reviewed the product-specific Disclosure Statement and understand the product features, its interest crediting elements, and if applicable, the indexes upon which the interest calculation will be based. I understand the risks associated with this product include fluctuating interest rates and potentially lower returns. My producer discussed with me the advantages and disadvantages of this annuity contract as well as the basis (bases) of the recommendation. I understand that if I refused to provide all of the requested information or provided inaccurate information, the ability of my producer and Protective Life Insurance Company to determine suitability may be affected.

Please check the box next to the statement(s) below that apply. The application *will not be accepted* if this section is incomplete.

- I have determined that purchasing this annuity contract supports my insurance needs and will assist me in meeting my financial goals and objectives.
- I have selected this product despite a contrary recommendation (or absence of a recommendation) from my producer. *(If selected, you must complete the Consumer Decision to Purchase an Annuity NOT Based on a Recommendation form.)*
- I REFUSE to provide any or a LIMITED amount of information to the questions above. *(If selected, you must complete the Consumer Refusal to Provide Information form.)*

New Jersey residents ONLY: The sale and suitability of annuities is regulated by the Department of Banking and Insurance and consumers may obtain assistance from the Department by contacting 609-292-7272 or 1-800-446-7467, or visiting the Department's website at www.njdoabi.org.

Applicant 1: _____ Date: _____

Applicant 2: _____ Date: _____

PRODUCER'S STATEMENT:

I have made a reasonable effort to obtain the following information about the applicant(s): financial resources, net worth and liquidity, tax status, investment objectives, risk tolerance, time horizon, and financial goals and objectives. I have discussed with the applicant the advantages and disadvantages of this product in the context of that information. Sections a. and b. must be completed to confirm the advantages and disadvantages of this purchase. I considered or compared other Protective products available to me.

a. Advantages of purchasing the proposed annuity: *(select all that apply)*

- Guarantees Immediate Income Lower Risk More Stability Safety of Principal
 Reduced Fees Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider Retirement Income
 Other, please explain: _____

b. Disadvantages of purchasing the proposed annuity: *(select all that apply)*

- Surrender Period/Length Surrender Charges Chance for Less Gain than Current Product
 Loss of Death Benefit Replacement/Transfer Penalty
 Other, please explain: _____

Please provide the basis (bases) of recommendation for this purchase (required field): _____

Please check the box next to one of the statements below. The application will not be accepted if this section is incomplete.

- Based on the information the applicant supplied and the applicant's circumstances of which I am currently aware, I believe the recommended product is suitable, appropriate, and will help achieve the applicant's insurance needs and financial objectives.
- The applicant selected this product despite a contrary recommendation (or absence of a recommendation) from me. ***(If selected, the Consumer Decision to Purchase an Annuity NOT Based on a Recommendation form must be completed.)***

Producer: _____ Date: _____

Please provide a copy of this form to the consumer.

Protective Life Insurance Company • PO Box 10648 • Birmingham, AL 35202-0648 • 800-456-6330 • Fax 205-268-3151
PROTECTIVE LIFE INSURANCE COMPANY IS NOT LICENSED IN NEW YORK

APPENDIX B - CONSUMER REFUSAL TO PROVIDE INFORMATION

Do Not Sign Unless You Have Read and Understand the Information in this Form

Why are You being given this form?

You're buying a financial product – an annuity.

To recommend a product that effectively meets Your needs, objectives and situation, the agent, broker, or company needs information about You. Your financial situation, insurance needs and financial objectives.

If You sign this form, it means You have not given the agent, broker, or company some or all the information needed to decide if the annuity effectively meets Your needs, objectives and situation. You may lose protections under the Insurance Code in the state of application, if You sign this form or provide inaccurate information.

Statement of Purchaser:

- I REFUSE to provide this information at this time.
- I have chosen to provide LIMITED information at this time.

SIGNATURE

Customer Signature: _____ Date: _____

Please provide a copy of this form to the consumer.

Protective Life Insurance Company • PO Box 10648 • Birmingham, AL 35202-0648 • 800-456-6330 • Fax 205-268-3151
PROTECTIVE LIFE INSURANCE COMPANY IS NOT LICENSED IN NEW YORK

APPENDIX C - CONSUMER DECISION TO PURCHASE AN ANNUITY NOT BASED ON A RECOMMENDATION

Do Not Sign Unless You Have Read and Understand the Information in this Form

Why are You being given this form?

You're buying a financial product – an annuity.

To recommend a product that effectively meets Your needs, objectives and situation, the agent, broker, or company has the responsibility to learn about You, Your financial situation, insurance needs and financial objectives.

If You sign this form, it means You know that You're buying an annuity that was not recommended.

Statement of Purchaser:

I understand that I am buying an annuity, but the agent, broker or company did not recommend that I buy it. If I buy it without a recommendation, I understand I may lose protections under the Insurance Code in the state of application.

SIGNATURE

Customer Signature: _____ Date: _____

Agent/Producer Signature: _____ Date: _____

Please provide a copy of this form to the consumer.

Protective Life Insurance Company • PO Box 10648 • Birmingham, AL 35202-0648 • 800-456-6330 • Fax 205-268-3151
PROTECTIVE LIFE INSURANCE COMPANY IS NOT LICENSED IN NEW YORK

Protective Indexed Annuity II

A Limited Flexible Premium Deferred Indexed Annuity
with a Limited Market Value Adjustment
Form Series: FIA-P-2010 & -2011

Protective Life Insurance Company

www.protective.com

2801 Hwy 280 South, Birmingham, AL 35223
800-456-6330

DISCLOSURE STATEMENT

This document reviews important points to consider before you buy a *Protective Indexed Annuity II*. It is a summary document and not part of your contract with us. The contract governs your rights and our obligations.

WHAT IS AN ANNUITY?

An annuity is a legal contract between you and an insurance company. An annuity should be used to accumulate money for *long-term* financial goals, like retirement. An annuity is the only financial product that can create a stream of income payments *guaranteed to last as long as you live*.

The *Protective Indexed Annuity II* is a limited flexible premium deferred indexed annuity. *Limited flexible premium* means that you may – but are not required to – send us additional premium, but only during the first contract year. The minimum initial premium required to issue a contract is \$10,000. Each additional premium must be at least \$1,000. The maximum total premium we will accept is \$1 million per contract. In a *deferred annuity*, the income payments you receive begin in the future. The interest credited to an *indexed annuity* is determined – in part – by the performance of a reference index. The reference index for this annuity is the S&P 500® Index (without dividends). You do not pay taxes on the interest earned until the money is actually paid to you.

DEFINITIONS

Annuitant – The person whose life is used to determine the income payments.

Annuity Date – The date on which the income payments begin.

Beneficiary – The person who will receive the death benefit if the owner dies before the annuity date.

Owner – The person who purchases a contract, and the person from whom we accept instructions regarding the contract.

HOW DOES MY ANNUITY EARN INTEREST?

You allocate the purchase payment (premium) to one or more *interest crediting strategies*, which are specific, defined methods used to calculate interest. The *initial* purchase payment includes all payments we receive within 14 days of the 'origination date', which is the date you purchase a contract. The initial purchase payment also includes amounts that result from an exchange, transfer or rollover from another annuity contract that we receive within 60 days of the origination date. Any portion of an initial purchase payment is applied directly to the interest crediting strategies on the day we receive it. *Additional* purchase payments are applied to a 'holding account' and remain there until the end of the current contract year, at which time the entire holding account value is transferred to the interest crediting strategies. We credit interest to the holding account at rates we declare, but it *is not* an interest crediting strategy.

- *Fixed Interest Crediting Strategy* – Interest is credited daily at a fixed annual rate that we declare in advance each year. The declared rate for this strategy will not be less than 1%.
- *Annual Point-to-Point Indexed Interest Crediting Strategy* – The annual interest rate is based on the performance of the S&P 500 Index each contract year. It is the *lesser* of the index performance or the interest rate cap. We declare the interest rate cap in advance each year. The interest rate cap will not be less than 1%.
- *Annual Rate Cap for Term Indexed Interest Crediting Strategy* – The annual interest rate is based on the performance of the S&P 500 Index each contract year. It is the *lesser* of the index performance or the interest rate cap. We declare one interest rate cap in advance to apply for each year during the withdrawal charge period. Thereafter, we declare the interest rate cap in advance each year. The interest rate cap will not be less than 1%.
- *Annual Trigger Indexed Interest Crediting Strategy* – The annual interest rate is based on the performance of the S&P 500 Index each contract year. If the index performance is 0% or more, the annual interest rate for the strategy is the trigger interest rate. We declare the trigger interest rate in advance each year. It will not be less than 1%.
- *Performance* – Performance is the percentage change in the S&P 500 Index from the beginning to the end of each contract year. Negative performance does not reduce the contract value, but simply results in no indexed interest credited that contract year.

- Generally, you may re-allocate contract value among the interest crediting strategies, but only on contract anniversaries.
- Any time before the annuity date, the contract value is equal to the sum of all purchase payments and all interest credited, minus withdrawals from the contract (including applicable withdrawal charges and any market value adjustment), and minus any applicable premium tax.
- The contract value is the basis used to determine the surrender or withdrawal payments, death benefit and the income payments. *The contract value cannot go down unless withdrawals are taken.*
- To protect against prolonged periods of negative performance (when no indexed interest is credited) the annuity provides a minimum surrender value. When the contract is terminated by a surrender, death of an owner, or on the annuity date, the contract value will not be less than the sum of:
 - a) each purchase payment accumulated at 1%; minus,
 - b) each withdrawal accumulated at 1%; minus,
 - c) any additional withdrawal charges that may apply at that time.

IMPORTANT LIMITS ON THE ANNUAL RATE CAP FOR TERM INDEXED INTEREST CREDITING STRATEGY

Because the interest rate cap for the Annual Rate Cap for Term strategy is guaranteed for the entire withdrawal charge period, allocations to this strategy – and transfers of contract value into and out of it are restricted.

- You may allocate all or part of your initial purchase payment to this strategy, but we will not accept or execute any instruction to allocate additional purchase payments to this strategy. If any part of your initial purchase payment is allocated to this strategy and you make any additional purchase payments, on the next contract anniversary the holding account value attributable to them will be allocated proportionally among the other interest crediting strategies according to your then current contract allocation instructions.
- Prior to the end of the withdrawal charge period, you may not transfer amounts out of this strategy into a different interest crediting strategy. Nor will we permit you to transfer contract value from another interest crediting strategy into this strategy on a contract anniversary that occurs during the withdrawal charge period.

HOW DO I GET MONEY OUT OF MY ANNUITY BEFORE THE INCOME PAYMENTS BEGIN?

The *Protective Indexed Annuity II* is designed to grow your contract value during the accumulation period and on the annuity date, convert the contract value to a regular, predictable stream of income payments according to your instructions. However, you may access all or a portion of the contract value before the annuity date by taking a withdrawal, or surrendering the annuity.

- Free-Withdrawal Amount – Each contract year, you may withdraw up to 10% of the contract value as of each withdrawal date, minus the free-withdrawal amount previously withdrawn during that contract year, if any, without having the market value adjustment ("MVA") applied or incurring a withdrawal charge. (During the 1st contract year, you may withdraw up to 10% of the initial purchase payment.) Aggregate withdrawals during any contract year that exceed the free-withdrawal amount are subject to the MVA and the withdrawal charge, which are described below.
- Market Value Adjustment ("MVA") – The market value adjustment ("MVA") adjusts the amount we deduct from the contract value to satisfy your withdrawal request. When it applies, it can increase, decrease, or have no effect on that amount. Including an MVA in the contract means you participate in changes in market interest rates if you request a withdrawal (in excess of the free-withdrawal amount) during the contract's withdrawal charge period.

We calculate the MVA according to the formula described in your contract. In general, however, if interest rates are higher on the withdrawal date than on the contract's issue date, the MVA will increase the amount we deduct from the contract value to satisfy your withdrawal request. Conversely, if interest rates are lower on the withdrawal date than on the issue date, the MVA will decrease the amount we deduct from the contract value. The MVA formula also includes a component that reduces the impact of the MVA over time. So, if all other things are equal, a withdrawal taken later in the withdrawal charge period will have a smaller MVA than the same withdrawal taken earlier.

- Withdrawal Charge – You select the contract's withdrawal charge period when you purchase the annuity. Longer withdrawal charge periods are typically associated with the opportunity to earn interest at higher rates. The *Protective Indexed Annuity II* offers withdrawal charge periods from 5 to 10 years, inclusive, though all periods may not be available at all times. Your financial professional will advise you about the withdrawal charge periods currently being offered.

The withdrawal charge is a set percentage of the net reduction to the contract value needed to satisfy your withdrawal request (in excess of the free-withdrawal amount), including the MVA described. The withdrawal charge **increases** the total amount we deduct from the contract value.

- **Withdrawal Charge Percentage** – The withdrawal charge percentage that applies each contract year is a function of the number of complete contract years that have elapsed since the contract issue date.

# of Complete Years Elapsed Since the Contract Issue Date	0	1	2	3	4	5	6	7	8	9	10+
5-Year Withdrawal Charge Period	9%	9%	8%	7%	6%	0%	0%	0%	0%	0%	0%
7-Year Withdrawal Charge Period	9%	9%	8%	7%	6%	5%	4%	0%	0%	0%	0%
10-Year Withdrawal Charge Period	9%	9%	8%	7%	6%	5%	4%	3%	2%	1%	0%

- **MVA and Withdrawal Charge Waivers** – Neither the market value adjustment nor the withdrawal charge apply after the withdrawal charge period for your contract expires. Subject to state approval, we also waive any MVA and withdrawal charge that would otherwise apply if, after the contract issue date, you or your spouse meet the qualifying conditions described in the contract and...

- enter a nursing home or are diagnosed with a terminal illness that is expected to result in death within 12 months; or
- become unemployed.

Finally, the MVA and withdrawal charge do not apply when we pay the death benefit or when, on the annuity date, the contract value is withdrawn, surrendered or applied to an annuity option.

All withdrawals reduce the contract value, death benefit and future income payments. Withdrawals are subject to income tax and may be subject to a 10% federal tax penalty if taken before age 59½. You should consult a professional to assess the impact to your personal tax situation of a withdrawal from the contract.

IS THERE A DEATH BENEFIT?

- **Death Benefit** – The contract pays a death benefit to the beneficiary if an owner dies before the annuity date. The death benefit is the greater of the contract value or the minimum surrender value, described above.
- **Payment of the Death Benefit** – The Internal Revenue Code controls how the death benefit must be paid. The death benefit may be taken in one lump sum immediately, and the contract will terminate. If not taken immediately, the death benefit will continue to earn interest according to the terms of the contract and must be fully distributed either: a) within 5 years of the owner's death; or, b) over the life (or life expectancy) of the beneficiary with payments beginning within one year of the owner's death.
- **Additional Option for a Spouse** – If the deceased owner's spouse is the **sole primary beneficiary**, instead of taking the death benefit, the surviving spouse may continue the contract and become the owner. Note, however, that **unmarried** civil union or domestic partners are not treated as spouses under **federal** law. Therefore, this 'spousal continuation' option is not available even though these relationships may be fully recognized in your state.

HOW DO I BEGIN INCOME PAYMENTS?

- **Annuity Date** – On the annuity date, you may apply the contract value (or the minimum surrender value, if greater) to an annuity option and begin the income payments. Or, you may take that amount in a lump sum. The latest annuity date is the oldest owner's or annuitant's 95th birthday, but you may choose an earlier date, provided it occurs after the first contract anniversary.
- **Income Payments** – You customize the income payments by selecting the annuity option and the payment frequency. Once established, however, your income payments may not be altered or surrendered. Two basic annuity options are available: Income payments for a specified time (called a "certain period"); or, Income payments for life, with or without a certain period.
- **Payment Frequency** – Income payments must occur at least once a year, but you may have them made monthly, quarterly or semi-annually. More frequent payments will result in slightly lower annual amounts than less frequent payments. So, for example, the sum of 12 monthly payments will be a little bit less than the sum of 4 quarterly payments which, in turn, will be smaller than a single annual payment.
- **Payments for a Certain Period** – We will make periodic income payments for the entire certain period you select. No certain period may be less than 10 years, unless we agree to a shorter period.

- Payments for Life with or without a Certain Period – Income payments can be based on the life of either one or two living persons called 'annuitants'. Income payments under a 'single life' annuity option end upon the death of the annuitant. Income payments under a 'joint life' option end when the last surviving annuitant dies. If you select a joint life option, you may – but are not required – to specify a reduction in the income payments to a surviving annuitant.

You may add a certain period to either a single or joint life annuity option. If you do, the income payments are guaranteed for at least as long as the certain period you select, and continue beyond that time for as long as the annuitant (or if joint life, the last surviving annuitant) lives.

- Default Annuity Option – If you do not selected an annuity option, on the annuity date we will begin making monthly income payments for the life of the named annuitant with a 10-year certain period.
- Minimum Annuity Rates – The minimum annuity rates for the annuity options are described in the contract and guaranteed. If, at the time your income payments begin, we are offering higher rates for the same annuity option, your income payments will be based on the higher rates.

HOW DOES THIS ANNUITY AFFECT MY FEDERAL INCOME TAXES?

The information in this section is based on information you provide and our understanding of current federal tax law. Protective Life does not provide tax advice. You should always consult with a trusted professional to determine the impact of any financial transaction on your personal tax situation.

- Tax Status – You have indicated your contract will be: Non-Qualified IRA, or other Tax Qualified Plan
- Deferred Taxation of Interest Earned – An annuity contract is a tax deferred financial instrument. You are not taxed on the interest credited to the contract until it is paid to you. At that time, you will pay tax at the same rate as other ordinary income. You may also be subject to a 10% federal tax penalty if the withdrawal occurs before age 59½, unless an exception applies (e.g., death, disability, substantially equal periodic payments, etc.).
- Tax-Qualified Plans – If this annuity is a traditional IRA (or other tax qualified plan), you will pay taxes on the entire amount withdrawn because – generally – the money that funds the contract has not yet been taxed. *These plans provide the same tax deferral as an annuity contract*, so the annuity does not provide any additional tax benefits. However, an annuity may have other valuable features that enhance these plans.
- Tax-Free Exchanges – You can exchange one tax-deferred annuity for another without paying taxes on the earnings when you made the exchange. Before you do, compare the benefits, features, and costs of the two annuities. You may be assessed a charge by the company who issued your current annuity, and you may be subject to company charges under the new annuity if you take withdrawals from it.

WHAT ELSE SHOULD I KNOW ABOUT THIS ANNUITY?

- Fees and Charges – We do not charge a fee to issue a contract, and there are no ongoing or annual fees associated with owning it. The market value adjustment and withdrawal charge (explained above) are the only charges we will assess, and you may avoid them by not withdrawing more than the free withdrawal amount in any contract year during the withdrawal charge period.
- Dividends – This contract does not pay dividends, nor does it share in our surplus or profits.
- Contract Changes – We may change the contract to comply with any federal or state statutes, rules or regulations. If this occurs, we will notify you about the changes in writing.
- Sales Commission – We pay a commission to the financial professional who sells the annuity to you. In some cases, the commission paid for selling this annuity may be more than the commission earned by selling another product.
- Right to Cancel – If you purchase a contract, you may cancel it for any reason within a specified number of days (not less than 10) after the date you receive it by returning it to us or the person who sold it to you with a written request for cancellation. If cancelled, we will promptly return all the money you paid to purchase the contract.
- Optional Benefit Riders – The *Protective Indexed Annuity II* may be offered with the optional *SecurePay SE* protected lifetime income benefit rider, for an additional fee. If this option is available with your contract, a separate disclosure statement (LAD-1231SE) will accompany this document and the NAIC Fixed Annuity Buyer's Guide.

DISCLOSURE STATEMENT

This document reviews important points to consider before you add the *optional* SecurePay SE protected lifetime income benefit rider to a *Protective Indexed Annuity II*. It is a summary document and not part of your contract with us.

The *SecurePay SE* rider governs your rights and our obligations.

WHAT IS A 'PROTECTED LIFETIME INCOME BENEFIT'?

Sometimes referred to as a 'guaranteed lifetime withdrawal benefit' or simply as a 'living benefit', *SecurePay SE* is an *optional* rider that can be added to your *Protective Indexed Annuity II* for an extra charge. *SecurePay SE* provides an additional layer of protection to your annuity investment by creating a 'benefit base' that will grow over a specified period of time, regardless of the performance of the underlying annuity contract. That benefit base can be used to create a guaranteed stream of income for your life (or for the lives of you and your spouse), even if the contract value is completely depleted.

The definitions below are important terms that apply to the *SecurePay SE*.

DEFINITIONS

Annual Withdrawal Amount – The maximum aggregate *SecurePay* withdrawal you can take each contract year *after the Benefit Election Date* without reducing the benefit base. These withdrawals are not subject to a withdrawal charge or market value adjustment, but they count against the contract's free withdrawal amount and also reduce the contract value and death benefit.

Benefit Base – The amount used to calculate the Annual Withdrawal Amount and the quarterly rider fee. The benefit base is not the contract value or death benefit, and may only be accessed through *SecurePay* withdrawals.

Benefit Election Date – The date you may begin taking *SecurePay* withdrawals.

Covered Person – The person (or persons) on whose lives the *SecurePay* withdrawals are based.

SECUREPAY SE

Buying the Rider – Generally, you may only buy *SecurePay SE* when you purchase your *Protective Indexed Annuity II* contract, and only if each owner and the annuitant is at least 55 years old. There is no up-front charge for the rider, but we will deduct a quarterly fee from your contract value as long as the rider remains in force. Currently, the annual rider cost is equal to 0.85% (85 basis points) of the benefit base. Each quarterly fee deduction is $\frac{1}{4}$ of that amount.

We can increase the fee with 30-days prior written notice to you, but not more than the maximum charge, which is 2.00% (200 basis points) annually. You may decline the fee increase, but your rider will no longer be eligible for the Annual Step-Up and Annual Roll-Up benefit base increases described in the section below.

Fee deductions reduce the contract value and death benefit, but will not:

- count against the contract's free withdrawal amount;
- be subject to the withdrawal charge or market value adjustment;
- impact the contract's minimum surrender value calculation; or,
- affect the benefit base or Annual Withdrawal Amount.

Determining the Benefit Base – When you buy a *Protective Indexed Annuity II* with a *SecurePay SE* rider, we immediately create a benefit base equal to your purchase payment. We increase the benefit base dollar-for-dollar for each additional purchase payment you make. If you take a withdrawal from your contract before the benefit election date, we will make a pro rata adjustment to the benefit base. The adjustment reduces the benefit base by the same proportion that the amount deducted to satisfy the withdrawal request reduced the contract value.

In addition to increases resulting from purchase payments, your benefit base has two other growth opportunities:

- **Annual Roll-Up** – Your benefit base will increase by 7% of the 'roll-up base' on each contract anniversary during the 'roll-up period'. The roll-up base is equal to the aggregate purchase payments applied to the contract through the contract anniversary, minus a pro rata adjustment for each withdrawal made through that date. (The adjustment reduces the roll-up base in the same proportion that the amount deducted to satisfy the withdrawal request reduced the contract value.) The roll-up period begins when you purchase the rider and ends on the earlier of the 10th contract anniversary after the rider purchase date, or the benefit election date.

If, however, on any contract anniversary your benefit base is reset equal to the contract value due to the Annual Step-Up (described below), that amount will become the roll-up base. Going forward, increases for purchase payments and reductions for withdrawals apply to the reset roll-up base, and your benefit base will increase by 7% of the reset roll-up base on each contract anniversary for the remainder of the roll-up period.

- Annual Step-Up – On each contract anniversary, we compare the benefit base to the contract value. If the contract value is higher than the benefit base, we increase the benefit base to equal the contract value.

During the roll-up period, only the larger of the Annual Roll-up or Annual Step-Up (not both) apply. After the roll-up period, only the Annual Step-Up opportunity can increase the benefit base.

Taking SecurePay Withdrawals – You decide when to begin *SecurePay* withdrawals by selecting the benefit election date and telling us whether the withdrawals will be based on your life, or the joint lives of you and your spouse. You may not begin *SecurePay* withdrawals until you are at least 60 years old (or until you and your spouse are each at least 60 years old, if the withdrawals will be based on both lives). If you do not begin taking *SecurePay* withdrawals by the oldest owner's or annuitant's 95th birthday, we will automatically start them for you, as described in the rider.

Your Annual Withdrawal Amount – the maximum you may withdraw each contract year without reducing the benefit base – is a set percentage of the benefit base. The withdrawal percentage is determined by the age of the (younger) covered person on the benefit election date, as shown in the table below.

Withdrawal Percentages

(FOR CALCULATION OF ANNUAL WITHDRAWAL AMOUNTS ON AND AFTER THE BENEFIT ELECTION DATE)

<u>Attained Age of (younger) Covered Person on the Benefit Election Date</u>	<u>One Covered Person</u>	<u>Two Covered Persons</u>
at least 60 but less than 65 years old	4.5%	4.0%
at least 65 but less than 70 years old	5.0%	4.5%
at least 70 but less than 75 years old	5.5%	5.0%
at least 75 but less than 80 years old	6.0%	5.5%
at least 80 but less than 85 years old	6.5%	6.0%
85 years old or older	7.0%	6.5%

The Annual Withdrawal Amount is initially determined on the benefit election date, and recalculated using the same percentage on each contract anniversary thereafter, as long as a covered person is alive.

Example: Suppose you want *SecurePay* withdrawals for both you and your spouse, and the younger of you is 76 on the benefit election date. If your benefit base were \$100,000 at that time, you could withdraw up to \$5,500 ($\$100,000 \times 5.5\% = \$5,500$) between the benefit election date and the contract anniversary that occurs after that date.

Then, assuming your benefit base does not change, you and your spouse may continue to withdraw up to \$5,500 every contract year as long as either of you live, even if the contract value is reduced to \$0 solely from *SecurePay* withdrawals and the rider fees.

Excess Withdrawals – On or after the benefit election date, any amount withdrawn from a contract that exceeds the Annual Withdrawal Amount is an 'excess withdrawal'. An excess withdrawal reduces the benefit base in the same proportion that the amount deducted to satisfy the withdrawal request reduced the contract value. That means, the smaller the contract value is in relation to the benefit base, the larger the impact of an excess withdrawal on the benefit base, and on future Annual Withdrawal Amounts.

Example: Continuing the example above, suppose you take an excess withdrawal of \$10,000 when your remaining contract value is \$20,000. The excess withdrawal would reduce the contract value by 50% to \$10,000. Assuming no prior change to the \$100,000 benefit base, the excess withdrawal would immediately reduce the benefit base by 50% to \$50,000. (Any additional withdrawal that contract year would also be an excess withdrawal and further reduce the benefit base.) If you take no other withdrawal that contract year, the Annual Withdrawal Amount would be reduced to \$2,750 ($\$50,000 \times 5.5\% = \$2,750$) beginning on the next contract anniversary.

If an excess withdrawal reduces your contract value to \$0, the contract and rider will terminate.

OTHER IMPORTANT FACTS TO CONSIDER

Contract Allocation Restrictions – Although there are no current plans to do so, if you purchase *SecurePay SE*, we have the right to impose limitations on how you allocate contract value among the interest crediting strategies. If we do this in the future, you would be required to change your contract allocation to conform to our requirements or your rider may terminate.

Rider Termination – If you purchase *SecurePay SE*, you may not voluntarily terminate it for 10 years. After the benefit election date, you may not add, remove or change any covered person, or name an annuitant who is not a covered person. Doing so will terminate the rider. After termination, we will no longer deduct the quarterly rider fee from your contract value, but will not refund any fees previously deducted.

If the rider terminates, you may take withdrawals from the contract, but you will no longer have the lifetime withdrawal guarantee the rider provides.

Product features and availability may vary by state. All benefits and guarantees are subject to the claims paying ability of Protective Life Insurance Company.

You should consult with your advisor and seek competent tax advice prior to making any financial or investment decision.

PROTECTIVE LIFE INSURANCE COMPANY

P.O. Box 10648

Birmingham, AL 35202-0648

Telephone: 1-800-456-6330

IMPORTANT NOTICE: REPLACEMENT OF LIFE INSURANCE OR ANNUITIES

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

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

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

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

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

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

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

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

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

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

The existing life insurance policy or annuity contract is being replaced because _____.

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

Applicant's Signature and Printed Name

Date

Insurance Producer's/Agent Signature and Printed Name

Date

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

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

PREMIUMS:

Are they affordable?

Could they change?

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

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

POLICY VALUES:

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

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

What surrender charges do the policies have?

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

Does the new life insurance policy provide more insurance coverage?

INSURABILITY:

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

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

(Claims on most new policies for up to the first two years can be denied based on inaccurate statements.

Suicide limitations may begin anew on the coverage.)

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

How are premiums for both policies being paid?

How will the premiums on your existing life insurance policy be affected?

Will a loan be deducted from death benefits?

What values from the old life insurance policy are being used to pay premiums?

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

Will you pay surrender charges on your old annuity contract?

What are the interest rate guarantees for the new annuity contract?

Have you compared the annuity contract charges or other life insurance policy expenses?

OTHER ISSUES TO CONSIDER FOR ALL TRANSACTIONS:

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

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

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

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

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

WHEN A REPLACEMENT OCCURS, YOU HAVE A THIRTY (30) DAY RIGHT TO RETURN THE CONTRACT

Return the contract within thirty (30) days of the delivery of the contract and receive an unconditional refund of premiums paid, including any policy fees or charges.

In the case of a variable or market value adjustment policy or contract, receive a refund of the cash surrender value provided under the contract plus any fees and charges deducted from the gross premiums paid.

PROTECTIVE LIFE INSURANCE COMPANY

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

SALES LITERATURE CERTIFICATION AND CUSTOMER NOTIFICATION FORM

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

_____ Producer's Signature	_____ Producer's Printed Name	_____ Date
_____ Owner/Annuitant Printed Name	_____ Contract Number (if known)	

*This form will be delivered to the owner with the annuity contract.

Dear Valued Customer,

At the time of application, you should have received copies of all insurer-approved sales materials from our producer.

It is important that you retain these sale materials for future reference.

If you did not receive copies of the sale materials, please contact a Protective Life Service Representative toll-free at 1-800-456-6330.

Sincerely,

New Business Retirement Solutions

**Request for Transfer or
Exchange of Assets**

Protective Life Insurance Company ¹
West Coast Life Insurance Company ¹
Protective Life and Annuity Insurance Company
Post Office Box 10648 / Birmingham, AL 35202-0648
Toll Free: 800-456-6330 / Fax: 205-268-3151

Existing Protective Contract Number: _____ (for additional payments only)

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

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

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

EXISTING ACCOUNT, CONTRACT OR POLICY TO BE TRANSFERRED

Company Name _____ Telephone Number _____

Email Address _____ Fax Number _____

Company (Overnight) Address _____

Owner's Name _____ Owner's SSN/Tax ID _____ Joint Owner's Name _____ Jt Owner's SSN/Tax ID _____

Contract/Account Number _____ Annuitant Name & SSN _____ The contract is:
(If different than Owner/Joint Owner) attached
 lost or destroyed

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

EXISTING ACCOUNT, CONTRACT OR POLICY TO BE TRANSFERRED

CLIENT/AGENT INITIATED INTERNAL EXCHANGE EXTERNAL EXCHANGE
Non-Qualified: _____ Qualified: _____

<input type="checkbox"/> 1035 Exchange <input type="checkbox"/> Non-1035 Exchange <input type="checkbox"/> Mutual Fund <input type="checkbox"/> Bank CD <input type="checkbox"/> Other Non-1035 Exchanges	1. Plan Type: <input type="checkbox"/> IRA <input type="checkbox"/> CD <input type="checkbox"/> 401(k) <input type="checkbox"/> Roth IRA <input type="checkbox"/> Mutual Fund <input type="checkbox"/> 403(b)/TSA <input type="checkbox"/> Other _____	2. Transfer Type: <input type="checkbox"/> Trustee Transfer <input type="checkbox"/> Direct Rollover
---	--	--

Proposed Plan Type: Non-Qual IRA Roth IRA Other _____

TRANSFER INSTRUCTIONS See Attached LOI

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

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

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

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

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

SIGNATURES:

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

FOR HOME OFFICE USE ONLY

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

_____	_____	_____
Authorized Signature	Title	Date

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

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

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

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

Prepared by the

NAIC
NATIONAL ASSOCIATION OF INSURANCE COMMISSIONERS

The National Association of Insurance Commissioners is an association of state insurance regulatory officials.

This association helps the various insurance departments to coordinate insurance laws for the benefit of all consumers.

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PROTECTIVE LIFE INSURANCE COMPANY (PLICO)¹
PROTECTIVE LIFE AND ANNUITY INSURANCE COMPANY (PLAIC)

¹ Not authorized in New York

NAIC BUYER'S GUIDE FOR DEFERRED ANNUITIES

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

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

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

Revised 2013

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NAIC Executive Office

444 North Capitol Street NW Suite 701
Washington, DC 20001-1509
202.471.3990

NAIC Central Office

1100 Walnut Street
Suite 1500
Kansas City, MO 64106-2197 816.842.3600

NAIC Capital Markets & Investment Analysis Office

One New York Plaza,
Suite 4210
New York, NY 10004 212.398.9000

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WHAT IS AN ANNUITY?

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

When Annuities Start to Make Income Payments

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

How Deferred Annuities Are Alike

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

- They have an **accumulation** period and a **payout** period. During the accumulation period, the value of your annuity changes based on the type of annuity. During the payout period, the annuity makes income payments to you.
- They offer a basic death benefit. If you die during the accumulation period, a deferred annuity with a basic death benefit pays some or all of the annuity's value to your survivors (called beneficiaries) either in one payment or multiple payments over time. The amount is usually the greater of the annuity account value or the minimum guaranteed surrender value. If you die after you begin to receive income payments (**annuitize**), your chosen survivors may not receive anything *unless*: 1) your annuity guarantees to pay out at least as much as you paid into the annuity, or 2) you chose a payout option that continues to make payments after your death. For an extra cost, you may be able to choose enhanced death benefits that increase the value of the basic death benefit.
- You usually have to pay a charge (called a **surrender** or **withdrawal charge**) if you take some or all of your money out too early (usually before a set time period ends). Some annuities may not charge if you withdraw small amounts (for example, 10% or less of the account value) each year.
- Any money your annuity earns is **tax deferred**. That means you won't pay income tax on earnings until you take them out of the annuity.
- You can add features (called **riders**) to many annuities, usually at an extra cost.
- An annuity salesperson must be licensed by your state insurance department. A person selling a variable annuity also must be registered with FINRA¹ as a representative of a broker/dealer that's a FINRA member. In some states, the state securities department also must license a person selling a variable annuity.

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

Sources of Information

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

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

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

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

How Deferred Annuities Are Different

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

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

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

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

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

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

HOW DOES THE VALUE OF A DEFERRED ANNUITY CHANGE?

Fixed Annuities

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

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

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

Fixed Indexed Annuities

Money in a fixed indexed annuity earns interest based on changes in an index. Some indexes are measures of how the overall financial markets perform (such as the S&P 500 Index or Dow Jones Industrial Average) during a set period of time (called the **index term**).

Others measure how a specific financial market performs (such as the Nasdaq) during the term. The insurance company uses a formula to determine how a change in the index affects the amount of interest to add to your annuity at the *end of each index term*. Once interest is added to your annuity for an index term, those earnings usually are locked in and changes in the index in the next index term don't affect them. If you take money from an indexed annuity before an index term ends, *the annuity may not add all of the index-linked interest for that term to your account.*

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

The formulas insurance companies use often mean that interest added to your annuity is based on only *part* of a change in an index over a set period of time.

Participation rates, **cap rates**, and **spread rates** (sometimes called margin or asset fees) all are terms that describe ways the amount of interest added to your annuity may not reflect the full change in the index. But *if the index goes down over that period, zero interest is added to your annuity*. Then your annuity value won't go down as long as you don't withdraw the money.

When you buy an indexed annuity, you aren't investing directly in the market or the index. Some indexed annuities offer you more than one index choice. Many indexed annuities also offer the choice to put part of your money in a

fixed interest rate account, with a rate that won't change for a set period.

Fixed Deferred Indexed Formulas

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

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

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

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

Variable Annuities

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

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

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

WHAT OTHER INFORMATION SHOULD YOU CONSIDER?

Fees, Charges, and Adjustments

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

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

Some annuities have a **Market Value Adjustment (MVA)**. An MVA could increase or decrease your annuity's account value, cash surrender value, and/or death benefit value if you withdraw money from your account. In general, if interest rates are *lower* when you withdraw money than they were when you bought the annuity, the MVA could *increase* the amount you could take from your annuity. If interest rates are *higher* than when you bought the annuity, the MVA could *reduce* the amount you could take from your annuity. Every MVA calculation is different. Check your contract and disclosure or prospectus for details.

How Insurers Determine Indexed Interest

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

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

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

How Annuities Make Payments

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

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

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

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

Annuity Fees and Charges

Contract Fee: A flat dollar amount or percentage charged once or annually.

Percentage of Purchase Payment: A front-end sales load or other charge deducted from each premium paid. The percentage may vary over time.

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

Transaction Fee: A charge for certain transactions, such as transfers or withdrawals.

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

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

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

Variable Annuity Living Benefit Options

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

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

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

How Annuities Are Taxed

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

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

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

Payout Options

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

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

Finding an Annuity That's Right for You

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

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

Questions You Should Ask

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

- Have I consulted a tax advisor and/or considered how buying an annuity will affect my tax liability?
- How do I make sure my chosen survivors (beneficiaries) will receive any payment from my annuity if I die?
If you don't know the answers or have other questions, ask your annuity salesperson for help.

When You Receive Your Annuity Contract

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

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

Owner's Name: _____ Contract Number: _____

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

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

Beneficiary Name: _____ Date of Birth: _____

Address & Telephone No: _____

Relationship: _____ Percentage: _____ Social Security No: _____

Beneficiary Type: Primary Contingent

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

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

Payments guaranteed for _____ years. (5 - 30 years)*

Payments for a Fixed Amount \$ _____. (Fixed amount payments may not be made for less than 5 years or more than 30 years.* The Company reserves the right to adjust the payment amount to meet these restrictions.)

Payments for the Beneficiary's lifetime.

Life with Cash Refund (not available with Single Premium Whole Life products)

Life with Installment Refund (not available with Single Premium Whole Life products)

Payments for the Beneficiary's lifetime and guaranteed for _____ years. (5 - 30 years)*

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

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

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

Owner's Signature _____  _____ Date _____ Spouse or Joint Owner's Signature _____  _____ Date _____

Registrar _____ Date Recorded _____

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

Owner's Signature _____  _____ Date _____ Spouse or Joint Owner's Signature _____  _____ Date _____

Registrar _____ Date Recorded _____

¹ Not authorized in New York.

W-9

(Substitute Form Revised 05/24)

Social Security Number (SSN) or Taxpayer Identification Number (TIN)

This section applies to you if you are either 1) a US citizen, or 2) not a US citizen but are a resident of the US. If you are either, then in the following space please enter your Social Security Number (SSN). If you do not have a SSN but instead have a Taxpayer Identification Number (TIN), then please enter your TIN.

SSN or TIN: _____

Under penalties of perjury, I certify that:

- The SSN or TIN above is correct.
- I am not subject to backup withholding because (a) I am exempt from backup withholding, (b) I have not been notified by the IRS that I am subject to backup withholding due to failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
- I am a US Citizen or a US resident alien.
- (This statement only applies to entities. If you are an individual, then this statement does not apply to you. If you are an individual, then when you sign this form below you are not making a certification regarding this statement.) The FATCA codes listed on this form that indicate an exemption from FATCA reporting are correct.

You should strike through above any of the first three statements that do not apply to you. The Company is required to withhold taxes on certain payments to you if you are subject to backup withholding.

Your federal tax classification (if you are not an individual):

- Single-member LLC
- C Corporation or S Corporation
- Partnership
- Trust/Estate
- LLC classified as a C Corporation or a S Corporation
- LLC classified as Partnership
- Other (explain) _____

FATCA code(s): If you are an entity, then please enter your code(s) below. The IRS instructions (per the IRS web address below) explain these codes. If you are an individual, then you should not fill-in any codes below:

Exempt Payee Code: _____

Exemption from FATCA Reporting Code (if any): _____

Please consult your tax advisor regarding any questions that you may have about this certification. If there are more than one US signatories on this form, please provide the above for both signatories. There are additional instructions regarding this substitute form W-9 at www.irs.gov/forms-instructions.

Except if you have provided to us an IRS form W-8, when you sign this form below you are making the tax-related certifications above (except for any above that you strike through). The IRS regulations that require you as a US citizen or a non-citizen resident of the US to make these certifications do not extend to any of the Company's administrative provisions in this form.

Sign Here	Signature of U.S. person ►	Date ►
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