



Protective Indexed Annuity NY

Fixed Indexed Annuity Profile



Not a Deposit	Not Insured By Any Federal Government Agency		
No Bank or Credit Union Guarantee	Not FDIC/NCUA Insured	May Lose Value	

Protective Life annuities are designed specifically to help you more effectively prepare for and experience retirement. The Protective Indexed Annuity NY may be the right choice for you if you want to benefit from the features of the annuity and desire protected lifetime retirement income and asset protection with the potential for higher returns linked to the performance of a market index.



Availability

You can purchase the Protective Indexed Annuity NY if you are age 85 or younger.

Purchase Payments and Windows

Minimum Initial: \$10,000

Your initial purchase payment is allocated to the interest crediting strategies according to your instructions. The initial purchase payment includes all payments received within 14 days of the date you purchase the contract. Payments received in connection with an exchange, transfer or rollover must be initiated within 14 days and received within 60 days of the date you purchase the contract.

Minimum Additional: \$1,000

Additional purchase payments are welcomed when initiated before the first contract anniversary and received before the oldest owner's or annuitant's 86th birthday.

Payments initiated outside the windows for the initial purchase payment, but within the first contract year, are additional purchase payments. These are applied to an interest bearing Holding Account and remain there until the next contract anniversary when they are then allocated to the interest crediting strategies per your current contract allocation instructions.

Maximum: \$1 million

Higher amounts may be accepted but must be approved before being submitted and may be subject to conditions.

Interest Crediting Strategies

You may allocate your initial purchase payment among one fixed and two indexed interest crediting strategies. The interest rates for these strategies are locked in for your first contract year as of your application signed date.

The beginning index value for each portion of the initial purchase payment allocated to either or both indexed interest crediting strategy is determined as of the date each portion is applied to the contract. Thus, there may be multiple index performance percentages calculated during the first contract year. Upon your first contract anniversary, we determine the second contract year's beginning index value for each indexed interest crediting strategy. Beginning index values are then determined upon each contract anniversary thereafter.

Unlike with the fixed and indexed interest crediting strategies, the interest rate for the Holding Account is determined as of the date each additional purchase payment is applied to the contract.

For more information, please see the **Interest Crediting Strategies brochure** and the product contract.

Fixed: Amounts allocated to this strategy earn a fixed rate of interest that is credited daily, as determined in advance upon each contract anniversary.

Indexed: Amounts allocated to these strategies earn interest based, in part, on the performance of the S&P 500® Index, one of the most commonly used benchmarks for the U.S. equity market. It is a market capitalization weighted index of 500 of the largest U.S. companies and includes a representative sample of leading companies in leading industries of the U.S. economy. This index is based on the stock prices of these companies and does not include dividends. The indexed interest crediting strategies are not an investment in the stock market. You cannot invest directly in the index.

Index performance is the percentage change in the value of the index from the beginning of each contract year to the end of each contract year. The interest under either indexed strategy is credited to your contract value in arrears (i.e., after the end of the contract anniversary).

- 1 Annual Point-to-Point:** When market index performance is positive, this strategy credits interest equal to the lesser of the index performance or the interest rate cap in effect for that contract year.
- 2 Annual Trigger Rate:** When market index performance is flat or positive, this strategy credits a predetermined trigger interest rate.

Minimum Guaranteed Interest Rate

All payments allocated to an indexed interest crediting strategy will earn an annual minimum guaranteed interest rate of 1%, regardless of strategy selected.

Access to Your Money

You may withdraw 10% of your initial purchase payment during the first contract year with no withdrawal charges. Thereafter, you may annually withdraw 10% of the contract value as of the last contract anniversary. Withdrawals from indexed crediting strategies during a contract year will earn a prorated guaranteed minimum interest rate.

The contract value after each withdrawal must be at least \$10,000. Withdrawals reduce the annuity's remaining death benefit, contract value, cash surrender value and future earnings. Withdrawals may be subject to income tax and, if taken prior to age 59½, an additional 10% IRS tax penalty may apply. More frequent withdrawals may reduce earnings more than annual withdrawals.

Withdrawal Charges

You have a choice among withdrawal charge schedules of varying lengths. Contracts with a longer withdrawal charge schedule may earn a higher interest rate than a shorter one. The withdrawal charges will be applied as a percentage of your withdrawals that exceed the penalty-free amount described under *Access to Your Money*. For a list of available withdrawal charge schedules, please see the product contract.

Return of Purchase Payments Option

You may choose to add an optional return of purchase payments feature to your contract. When this option is selected, upon full surrender before starting your annuity income payments, 100% of your total purchase payments will be returned to you (less any withdrawals or investment taxes, if applicable).

Contracts including the return of purchase payments option will earn a lower interest rate than those without it.

Nursing Facility/Terminal Illness Waiver

After the first contract anniversary, you may withdraw all or a portion of the contract value without a withdrawal charge, if after the contract issue date, you or your spouse either:

- Become confined to a qualified medical care facility for at least 30 consecutive days
- Become diagnosed with a terminally ill condition expected to result in death within 12 months



Unemployment Waiver

You may withdraw all or a portion of the contract value with no withdrawal charges, should you or your spouse become unemployed.

Assumes all qualifications are met, including: employed on a full time basis upon the contract effective date and unemployed at least 60 consecutive days upon withdrawal.

Protection for Loved Ones

The estate planning benefit is available at no additional cost. Should you pass away before starting your annuity income payments, your beneficiaries will receive a death benefit. See the product contract for details.

Annuity Income Payment Options

All are available for single or joint life.

- Lifetime income
- Specific term (certain period)
- Lifetime income with a specific term (certain period)
- Lifetime income with a cash refund
- Lifetime income with an installment refund (principal refund)

Annuity income payments must begin before any owner or annuitant reaches age 95. They generally cannot be altered or surrendered once begun.

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Annuities are long-term insurance contracts intended for retirement planning.

The Protective Indexed Annuity NY is a limited flexible premium deferred indexed annuity contract issued under policy form series NY-FIA-A-2008. The Protective Indexed Annuity NY is issued by Protective Life and Annuity Insurance Company located in Birmingham, AL.

The Protective Indexed Annuity NY is not an investment in any index, is not a security or stock market investment, does not participate in any stock or equity investment, and does not contain dividends.



Not a Deposit	Not Insured By Any Federal Government Agency	
No Bank or Credit Union Guarantee	Not FDIC/NCUA Insured	May Lose Value