

Protective® Indexed Annuity NY

At a Glance



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



OVERVIEW

Solution Profile

Consider this solution if you want:

- Opportunities to participate in index-linked growth
- Flexibility to receive back your full original premium
- Access to your money in the event of unemployment, terminal illness or a nursing home stay

Availability Ages 0 – 85

Deposit Payments and Windows

Minimum initial: \$10,000

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. Additional purchase payments are applied to an interest bearing holding account and remain there until the next contract anniversary, and then allocated to the interest crediting strategies per your 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

FIXED	INDEXED	
	Annual Point-to-Point Strategy	Annual Trigger Strategy
<ul style="list-style-type: none"> • Amounts allocated to this strategy earn a fixed rate of interest that is credited daily • The interest rate is determined in advance upon each contract anniversary 	<p>Amounts allocated to these strategies earn interest in arrears based, in part, on the performance of the S&P 500[®] Index (without dividends).</p> <ul style="list-style-type: none"> • Interest is credited when index performance is positive — up to a maximum interest rate cap in effect for that year 	<ul style="list-style-type: none"> • A predetermined trigger rate is credited when index performance is flat or positive

Minimum Guaranteed Interest Rate

All payments allocated to an indexed interest crediting strategy will earn an annual guaranteed minimum interest rate set at contract issue, regardless of strategy selected. Please see contract for more information.

WITHDRAWALS AND SURRENDERS

Withdrawal Charges

You have a choice between a 5-year and 7-year withdrawal charge schedule. A withdrawal charge may apply if you withdraw money from your contract during the first five or seven years, based on the schedule you choose. The charge is a percentage of the amount withdrawn that exceeds any available penalty-free amount. After the fifth or seventh contract anniversary you will have full access to your investment and any earnings without a withdrawal charge, based on your selected schedule. Contracts with a longer withdrawal charge schedule may earn a higher interest rate than those with a shorter one.

5-YEAR SCHEDULE						7-YEAR SCHEDULE							
Year	1	2	3	4	5	Year	1	2	3	4	5	6	7
Charge	9%	9%	8%	7%	6%	Charge	9%	9%	8%	7%	6%	5%	4%

Withdrawals from indexed strategies during a contract year will earn a prorated guaranteed minimum interest rate.

Penalty-Free Withdrawals*

During the first contract year, you can withdraw 10% of your initial purchase payment without incurring a withdrawal charge.

After the first year, you can withdraw 10% of the contract value annually, less any withdrawals in that contract year.

Your 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.*

Nursing
Facility/
Terminal Illness
Waiver

Waives the withdrawal charge after the first contract anniversary if you or your spouse is confined to a hospital or nursing facility for at least 30 consecutive days, or has a terminal illness that is expected to result in death within 12 months.

Conditions may apply.

Unemployment
Waiver

Waives the withdrawal charge if you or your spouse becomes unemployed. In order to qualify, you or your spouse must meet the following requirements:

1. Employed full time on the contract issue date
2. Unemployed for a period of at least 60 consecutive calendar days prior to claiming the waiver
3. Unemployed on the date when the full surrender or partial withdrawal is requested

Conditions may apply.

DEATH BENEFIT

Death Benefit

Should you pass away before starting your annuity income payments, as of the date Protective Life receives the proof of death, your beneficiaries will receive the contract value including a prorated guaranteed minimum interest rate for funds allocated to indexed strategies.

ANNUITIZATION

Annuity Income
Payment
Options

If you choose to annuitize your contract for retirement income payments, the following options are available for both single or joint life expectancy:

- Lifetime income
- Income for a 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)

Please see the contract for important information about annuity payout options. All payments are subject to the claims-paying ability of the issuing company.

Talk with your financial professional to learn more about how Protective Indexed Annuity NY can help you protect and grow retirement savings.

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

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

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.



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