



PACIFIC GUARDIAN LIFE

1440 Kapiolani Boulevard, Suite 1700 • Honolulu, HI 96814
(800) 367-5354 • clientrelations@pacificguardian.com

Establishing a New Attorney-in Fact

Before completing this form, please know:

- This form serves as an agreement between Pacific Guardian Life Insurance Co. Ltd. (PGL) and the Attorney in Fact (AIF).
- If you are a now servicing AIF for a springing Power of Attorney or a successor AIF, you must also include a letter from a doctor or hospital administrator on their letterhead as proof of the principal's incapacitation.

This form is not to be used:

- By a trustee to appoint an agent or successor trustee.
- To name an AIF to act on behalf of a trust.
- To establish a court appointed fiduciary(ies) (e.g. estates, guardianships, conservators, etc).
- To name a Trusted Contact Person.

Section 1: Principal Information

Owner - First Name

Middle Name

Last Name

Section 2: Attorney-in-Fact Information

- Each AIF must be of legal age, either a U.S. citizen or U.S. resident alien, and must have a U.S. permanent address.
- If the AIF has a PGL account, only the name and Social Security Number or Tax Identification Number are required in this section. If the AIF does not have a PGL account, all fields below must be completed.

AIF First Name

Middle Name

Last Name

Social Security Number/Tax ID

Citizenship (Select One): U.S. Citizen Resident Alien

Country of Citizenship (Required if Resident Alien or Non-Resident Alien):

Date of Birth (mm/dd/yyyy):

Gender: Male Female

Street Address (must not be a PO Box):

City

State

Zip code

Phone Number

Email Address

Section 3: Attorney in Fact Signature and Notarization

PGL is concerned with your privacy and will only collect and use your personal information to meet the requirements of federal law and within the provision of the Pacific Guardian Life Privacy Notice, which can be found at pacificguardian.com. As required by federal law, Pacific Guardian Life may use the information above to verify your identity.

By signing this form, as an AIF, I acknowledge that I have received and read all agreements, disclosures and notices; and my actions in this capacity are governed by the attached Authorization and Agreement, including its predispute arbitration clause.

Additionally, I make the following certifications as to the validity of the Power of Attorney and my authority thereunder.

I am the person designated as the Attorney in Fact for _____

(the "Principal") by Power of Attorney executed by him/her in the State of _____.

A true and correct copy of the Power of Attorney is attached hereto, or has been previously submitted and accepted by Pacific Guardian Life Insurance Co. Ltd., and is incorporated herein by this reference.

The Principal executed the Power of Attorney while competent to do so and was not acting under duress or undue influence.

I do not have any knowledge of the termination of the Power of Attorney, whether by revocation, the principal's death, or otherwise; nor do I have any knowledge of any amendment or modification of the Power of Attorney.

If the Power of Attorney is not durable, then I do not have any knowledge of any incapacity of the principal that would render the Power of Attorney void.

I am presenting this affidavit and the Power of Attorney to PGL to induce PGL to permit me to undertake transaction authorized by the Power of Attorney on behalf of the principal.

I agree that I will notify PGL of the principal's death, of any termination or revocation of the Power of Attorney, and/or modification of the Power of Attorney.

If the Power of Attorney is not durable, then I will notify PGL of any incapacity of the principal that would render the Power of Attorney void.

I declare under penalty of perjury under the laws of the State/Territory of _____ and the laws of the United States of America that the foregoing is true and correct. State

Executed this _____ day of _____, 20____ at _____, _____.
Day Month Year City State

Signature of AIF X	Date (mm/dd/yyyy)
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Notarization

State of: _____

County of: _____

On _____, 20____, _____ personally appeared before me,
Month, Date Year Name of Principal

who is personally known to me

whose identity I proved on the basis of _____

whose identity I proved on the oath/affirmation of _____,
a credible witness

To be the signer of the above document, and he/she acknowledged that he/she signed it.

Signature of Notary

Date (mm/dd/yyyy)

This notarization must include the Notary's official seal to be accepted as complete. The seal must be affixed by inked stamp imprint (preferred), or photocopyable emboss. Electronic notarizations will not be accepted.

Notary Seal:

How to submit this form

Mail:

Pacific Guardian Life
Attn: Client Relations Department
1440 Kapiolani Blvd., Suite 1700
Honolulu, HI 96814

Email:

clientrelations@pacifiguardian.com

Fax:

1.800.946.1295

Pacific Guardian Life is here to help

You can reach us at 1.800.367.5354. Monday – Friday 8:00 a.m. to 5:00 p.m., Hawaii Standard time.

Provide this form to the principal. Do not send to the Corporate Office.



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Authorization and Agreement for Establishing a New Attorney-in-Fact.

General Information

The term "Principal" refers to the creator of the power of attorney (as defined below) which is being presented to Pacific Guardian Life Insurance Co. Ltd ("PGL").

Throughout this form and the attached agreements the term "Account(s)" refers to life insurance and annuity contracts with PGL. The terms "we", "our" and "us" refer to PGL and its affiliates.

This Authorization and Agreement for Establishing a New Attorney-in-Fact (the "Agreement") is intended to set forth the terms and conditions of PGL's acceptance of the Principal's Durable Power of Attorney for Pacific Guardian Life Insurance and Annuity Accounts and/or any third-party Power of Attorney document(s) (separately and collectively, "POA").

The term "AIF" refers to the attorney-in-fact under the POA.

As used in this Agreement, the singular shall mean the plural and plural shall mean the singular, as appropriate. All notices required under the POA are to be sent in writing to Pacific Guardian Life 1440 Kapiolani Boulevard, Suite 1700, Honolulu, HI 96814 or via email to clientrelations@pacificguardian.com or via fax to 1.800.946.1295.

Section 1: Attorney in Fact Terms and Conditions

The AIF and PGL agree that the authority conferred on the AIF by the POA executed by the principal shall be exercised in accordance with the following terms and conditions:

Authorization to Direct Transactions in Principal's Account. AIF may give instructions and take actions with respect to the insurance and annuity products pursuant to the POA. The principal will have concurrent full authority at all times to take actions and place orders for the Account. AIF agrees not to take any actions that exceed the authority granted under this POA or any other agreement between the AIF and the principal.

Confirmations and Account Statements. Unless the principal instructs us to otherwise, duplicate transaction confirmations and account statements will not be automatically be sent by PGL to the AIF.

AIF's Relationship to Pacific Guardian Life. If appointed AIF will make changes and transactions that is consistent with the principal's stated goals and objectives. AIF will not represent to the principal that PGL and AIF are affiliated or that PGL endorses or recommends the AIF or have any relationship other than that described in this agreement.

AIF agrees to immediately notify PGL of the principal's death or any termination or revocation of the POA and/or modification of the POA.

Applicable Rules and Regulations. All transactions for the financial account(s) and insurance products shall be subject to the regulations of all applicable federal, state, and self-regulatory agencies, including the state insurance commissioners.

Information. AIF will provide promptly any information reasonably requested by PGL concerning the insurance and annuity products or compliance with this agreement. If questions arise concerning compliance with any law, whether federal or state, AIF will take any action believed by PGL to be necessary to ensure compliance with applicable law. AIF represents and warrants that all furnishes to PGL becomes materially inaccurate, false, or otherwise misleading, AIF agrees to notify PGL promptly and to take such action as may be necessary to revise such information so that it is no longer inaccurate, false and/or misleading.

Disclosures of Account Information to Third Parties. AIF authorizes PGL to acquire information from any source at any time, including during the insurance and annuity products opening process, the life of the account and after the products are closed. If the principal lives in a community property state, this provision extends to the principle's spouse.

It is PGL's general policy to treat insurance and annuity products information as confidential. However, PGL will disclose to third parties information about an insurance and annuity products or transaction(s); as required by law; as described in our Privacy Notice found on pacificguardian.com; or if the principal gives PGL written permission.

Monitoring of Conversations and Activity. AIF understands that any telephone conversation with PGL may be recorded and monitored for accuracy and quality assurance, and any electronic communication may be similarly maintained or monitored.

Indemnification. AIF agrees to indemnify and hold harmless PGL, and its affiliated or associated companies, directors, officers, employees, successors and assigns harmless from any and all liability, losses, damages, and claims of any kind whatsoever, including reasonable attorney's fees, and the claims of any tax authority, creditor, beneficiary or other claimant, which may arise out of or in connection with PGL's acceptance of this POA, including but not limited to: (a) any breach by AIF of any provision of this Agreement; (b) the performance or non-performance of AIF's services, or (c) any dispute between the AIF and the principal.

Entire Agreement. This agreement constitutes the entire agreement and representations between the AIF and PGL. All modifications and amendments to this agreement must be in writing and signed by PGL. PGL may change any term of this agreement, and for changes, PGL will give the principal reasonable notice in writing or by any other method permitted by law. Notice from PGL to any principal is notice to all.

Assignment. AIF may not assign this Agreement without PGL's written consent. PGL may assign this Agreement to any future directly or indirectly affiliated company or subsidiary. PGL may also assign or delegate certain rights and responsibilities under the Agreement to independent contractors or other third parties. This agreement is binding up on and shall inure to the benefit of the successors and assigns of PGL whether by merger, consolidation, or otherwise. PGL may transfer its rights of the successors and assigns of PGL whether by merger, consolidation, or otherwise. PGL may transfer its rights and obligations to the Account(s) (as describe in this Agreement) to its successors and assigns, and this agreement shall be binding on AIF.

Waiver. At no time shall any failure or delay by either party in enforcing any provisions, exercising any right or option, or requiring performance of any provisions, be construed to be a waiver of same. A waiver by either of the parties of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant herein contained.

Governing Law. This agreement and its enforcement shall be governed by the laws of the state of Hawaii without giving effect to its choice of law or conflicts of law principles, unless superseded by federal law or statute; and shall apply and bind the parties in any and all questions of validity, interpretation, and performance of this POA and this agreement.

Arbitration. AIF agrees to the arbitration provisions in Part 2 of this Agreement.

Section 2: Arbitration Provisions and Disclosures

Arbitration. If there is any disagreement or dispute between us regarding this Agreement and/or the POA, it is mutually agreed that any and all such disagreements and/or disputes shall be decided by binding arbitration pursuant to the commercial arbitration rules of the American Arbitration Association.