



PACIFIC GUARDIAN LIFE

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

Durable Power of Attorney for Pacific Guardian Life Insurance and Annuity Accounts

Before completing this form, please know:

- By completing this durable power of attorney (POA) form, you (the principal) will name a person(s) to act on your behalf, known as your attorney in fact (AIF) and they will have the authorities/powers you select in this form.
- Pacific Guardian Life (PGL) will rely on the most recently submitted POA, rather than any previously executed POA document on file with PGL.
- You should consult an attorney or tax consultant for any implications prior to completing this form. PGL and its agents do not provide legal or tax advice.
- PGL agents are prohibited from acting as a POA on behalf of PGL customers.
- Be aware a third party vendor may not accept this PGL POA and may require their own form.
- This durable power of attorney form is used for your PGL insurance and annuity products. Throughout this form and the attached agreements the term "Account(s)" refers to your designated life insurance and annuity contracts with Pacific Guardian Life Insurance Co. Ltd.

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: Activation of Your Power of Attorney

When should the AIF have the authority to transact on your accounts? (Select only one)

Immediately

Springing – Allowing the form to be on file, however, it will not become effective until you become incapable of making your own financial decisions. To activate a springing POA, PGL must receive a letter from a doctor or hospital administrator on their letterhead as proof of the principal's incapacitation along with a completed and signed Establishing a New Attorney-in-Fact form, Form IL_AIF.

*** If no selection is made, the default is to permit each AIF to act immediately.**

If immediately, do you want us to inform the powers to your AIF at this time? Yes No

*** If no selection is made, we will send to your AIF(s) a confirmation of their authorities.**

(For springing, the power are not yet active, therefore we will not inform your AIF at this time.)

Section 3: Name Your Attorney in Fact

- 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.

You may only name one (1) initial AIF. If your initial AIF is unable or unwilling to act, you may name successor AIFs in Section 4 below.

Initial 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 4: Naming Successor Attorney in Fact

You may appoint a successor AIF(s) who will transact on your behalf if your current AIF(s) is unable/unwilling to serve. At that time, PGL must receive notification in the form of a letter of resignation signed by the resigning AIF, proof of incapacitation in the form of a doctor's or hospital's letter, on their letterhead, or a death certificate for the current AIF in order to invoke the successor AIF(s) authority. This information should be submitted along with a completed and signed Establishing a New Attorney-in-Fact form, Form 10002.

Do you wish to name a successor/contingent AIF in the event the AIF above is unable to serve? Yes No

* If no selection is made, the default is to no successors.

Your Successor AIF(s) will be appointed in the order in which they are listed. You may only have one (1) acting AIF at a time. The Successor AIF(s) you name in this Section 4 will not have authority to act unless and until the initial and/or prior named AIF(s) are unable/unwilling to serve.

1st Successor AIF

First Name

Middle Name

Last Name

Social Security Number/Tax ID

2nd Successor AIF

First Name

Middle Name

Last Name

Social Security Number/Tax ID

3rd Successor AIF

First Name

Middle Name

Last Name

Social Security Number/Tax ID

4th Successor AIF

First Name

Middle Name

Last Name

Social Security Number/Tax ID

5th Successor AIF

First Name

Middle Name

Last Name

Social Security Number/Tax ID

Section 5: Identify to What Extent this Durable Power of Attorney Will Apply

I instruct you to apply this durable power of attorney as follows (select one):

- Apply this durable power of attorney to all PGL accounts(s) held or owned as of the date this document is signed and those that may be opened in the future.
- Apply this durable power of attorney to only the following specific insurance and annuity product(s) numbers:

Policy number(s)			

Section 6: Select Authority Type for Your Attorney in Fact**Important Items to Consider:**

- **Online access is the ability for your AIF(s) to:**
 - View your account values and recent activity on the secure site on pacificguardian.com
 - Full and limited authorities will be able to place transactions and changes online.

- Full Authority:** This includes, but is not limited to, the ability to:

Beneficiary Changes: Do you want your AIF(s) to also be able to change beneficiaries? Yes No

CAUTION: Allowing your AIF to make beneficiary changes will allow your AIF to change who is entitled to the policy proceeds. Carefully consider whether or not you want to authorize your AIF to change beneficiaries. IF NO SELECTION IS MADE WE WILL DEFAULT TO NO BENEFICIARY CHANGES ALLOWED.

- View policy information, including online
- Apply for new policy contracts
- Change account ownership
- Initiate policy transactions as permitted by the policy contract
- Request duplicate statements and confirmations
- Release information to a third party
- Make customer information updates
- Transfer money: between PGL accounts(s) with the same or different ownership; to an external third party; and/or to themselves
- Add, change or remove an Authorized Person

- Limited Authority: is limited to the following:**

- View account information, including online
- Initiate policy transactions as permitted by the policy contract
- Transfer money between PGL accounts(s) with the same ownership
- Request duplicate statements and confirmations

- Information Access Only: This is limited to:**

- View account information, including online
- Request duplicate statements and confirmations
- This authorization **does not** allow for any action regarding transactions

Section 7: Termination

This POA shall terminate upon the earlier of: (a) PGL receiving a revocation of the POA; or (b) notice of the death of the principal. If the principal wishes to revoke this POA, they shall do so by delivering to PGL a writing signed by the principal which indicates the principal's intent to revoke this POA.

Section 8: Revocation of Prior PGL POAs

By executing this POA, the principal hereby revokes any and all prior Durable Power of Attorney for Pacific Guardian Life Insurance and Annuity Accounts POAs previously executed by the principal. This revocation is specifically limited to revoking prior Durable Power of Attorney for Pacific Guardian Life Insurance and Annuity Accounts POAs executed by the principal, and shall not revoke or affect any other power of attorney executed by the principal.

Section 9: Principal Signature and Notarization

By signing this form,

I acknowledge that the attached Authorization and Agreement for Durable Power of Attorney for Pacific Guardian Life Accounts ("Authorization and Agreement") relates to my insurance and annuity product(s) and is part of the account agreement(s) between me and Pacific Guardian Life. I acknowledge that I have received and read the attached Authorization and Agreement, I have retained a copy for my records, and that is my responsibility to provide a copy to my AIF(s).

I understand that this form authorizes my AIF(s) herein named to exercise all rights and powers set forth above with respect to my insurance and annuity products(s).

I understand and agree that anything my AIF(s) may do in the execution of such rights and powers is fully binding upon me.

I expressly authorize Pacific Guardian Life and other persons to whom Pacific Guardian Life has given instructions in order to execute my AIF's instructions to rely on my AIF's instruction without obtaining my approval or signature and to take all actions necessary for, or incidental to, the execution of such instructions.

I understand that this is a durable power of attorney and that, as such, it is the intent of the principal that the authority conferred is exercisable notwithstanding the principal's later incapacity or incompetence; further, all authority granted to my AIF(s) shall cease upon Pacific Guardian Life either receiving written revocation from me or upon my death.

I acknowledge receipt of the predispute arbitration provision found in the Authorization and Agreement and agree to the same.

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 _____, _____.
DayMonthYearCityState

Signature of Owner	Date (mm/dd/yyyy)
X	

Notarization

State of: _____

County of: _____

On _____, 20____, _____ personally appeared before me,
Month, DateYearName 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)
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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:

Section 10: Attorney in Fact Signature (successors do not need to sign)

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.

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

Signature of AIF (no notarization needed):	Date (mm/dd/yyyy)
X	

How to submit this form

Mail:

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

Email:

clientrelations@pacificguardian.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 Durable Power of Attorney for Pacific Guardian Life Insurance and Annuity Products.

General Information

This Authorization and Agreement for Durable Power of Attorney for Pacific Guardian Life Insurance and Annuity Products (the "Agreement") is intended to set forth the terms and conditions of your Durable Power of Attorney for Pacific Guardian Life Product(s) ("POA"), the terms of which are incorporated herein by reference.

Throughout this form and the attached agreements the term "Account(s)" refers to your designated life insurance and annuity contracts with Pacific Guardian Life Insurance Co. Ltd (PGL).

The term "Principal" refers to the Pacific Guardian Life policyowner. The term "AIF" refers to the attorney in fact. The terms "we", "our" and "us" refer to Pacific Guardian Life and its affiliates.

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@pacifiguardian.com or via fax to 1.800.946.1295.

Section 1: Principal's Authorization of Attorney in Fact (AIF) Powers

The principal authorizes PGL to take such actions as it deems necessary to carry out instructions PGL receives from the principal and/or AIF(s). If the principal has appointed two or more AIF(s), each AIF will have identical powers as indicated on the POA form. The principal further authorizes PGL, in its sole discretion and judgement, to request additional documentation prior to executing any transaction requested by the AIF.

At its discretion, PGL may, decline to accept certain updated account information from an AIF.

Whenever the POA is attached to any instrument of assignment or transfer, all persons shall be entitled, without further inquiry or investigation and regardless of the date of such POA, to act in reliance upon the assumption that the account(s) named in such instrument were duly and properly transferred, endorsed, sold, assigned, set over and delivered, and that with respect to such account(s) the authority conferred herein is still in full force and effect.

Section 2: Principal's Terms and Conditions

All changes and transactions will be governed by the terms and conditions of the specific accounts.

- PGL will merely process transactions as directed by the AIF (Limited POA and Full POA only);
- PGL does not give legal or tax advice;
- PGL is not acting as a fiduciary with respect to the POA;
- The principal is responsible for investigation and selecting AIF(s);
- The AIF is not affiliated with, controlled by or employed by PGL, and PGL has not approved, recommended or endorsed the AIF(s);
- The principal has investigated, and satisfied with, the business experience, qualifications and reputation of the AIF(s).

The principal understands that PGL has not provided any advice regarding the POA, and if there is anything about the POA that the principal does not understand, the principal should ask their own attorney for an explanation.

Indemnification. The principal agrees to indemnify and hold harmless PGL, its affiliated or associated companies, directors, officers, agents, employees, successors and assigns 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 and reliance on this POA, PGL's execution of AIF's instructions, and PGL's execution of disbursement instructions received from an AIF.

The principal hereby ratifies and confirms any and all transactions, trades or dealings effected in and for their Account by their AIF. The principal also agrees that he/she will not attempt to hold PGL liable for any activation, or decision made by the AIF, regardless of whether any such transaction or decision was specifically authorized by the principal.

Termination of Authority. The POA authorization shall remain in force until: (a) PGL has received revocation of the POA or notice of the death of the principal or (b) PGL receives from the principal a more recent in full force and effect POA document.

The principal understand that they or any AIF may revoke and terminate this POA authorization at any time by giving proper written notice to PGL. Such renovation will not affect the principal's obligations resulting form transaction initiated prior to PGL's receipt of notice of revocation.

PGL reserves the right, in its sole discretion, to no longer honor instructions from an AIF and will notify the principal if it chooses to do so.

Transfer Agent. To induce any transfer agent or other third party to act hereunder; the principal hereby agrees that any transfer agent tor other third party receiving a duly executed copy or facsimile of this POA may act upon it, and that revocation or termination hereof shall be ineffective as to such transfer agent tor other third party unless and until actually notice of knowledge of such revocation or termination shall have been received by such transfer agent or other third party, and the principal and for their heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless an y such transfer agent or third party from and against any and all claims that may arise against such transfer agent or other third party by reason of such transfer agent or third party having relived on this instrument.

Assignment. The POA supplements and in no way limits or restrict rights which PGL may have under existing law or any other agreement(s) with the principal. For example, PGL may assign or delegate certain rights and responsibilities under the POA to independent contracts for other parties.

The POA will bind the principal and the principal's heirs, executors, legal representatives, administrators, successors and assigns, and shall inure to the benefit of the successors, affiliates and assigns of PGL, whether by merge, consolidation, or otherwise.

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 statue; and shall apply to and bind the parties in any and all questions of validity, interpretation, and performance of the POA and this agreement.

Arbitration. The principal agrees to the arbitration provisions in Section 4, of this Agreement.

Section 3: 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 4 of this Agreement.

Section 4: Arbitration Provisions and Disclosures

Arbitration. If there is any disagreement or dispute between us regarding the Agreement and/or 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.