

SERFF Tracking Number: NYPX-125494174 State: Arkansas
Filing Company: New York Life Insurance Company State Tracking Number: 38225
Company Tracking Number: 208-50.49, ET-AL
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: AD108 Whole Life Series
Project Name/Number: AD108 Whole Life Series/208-50.49, et-al

Filing at a Glance

Company: New York Life Insurance Company

Product Name: AD108 Whole Life Series

TOI: L071 Individual Life - Whole

Sub-TOI: L071.101 Fixed/Indeterminate
Premium - Single Life

Filing Type: Form

SERFF Tr Num: NYPX-125494174 State: ArkansasLH

SERFF Status: Closed

State Tr Num: 38225

Co Tr Num: 208-50.49, ET-AL

State Status: Approved-Closed

Co Status:

Reviewer(s): Linda Bird

Author: SPI

Disposition Date: 04/04/2008

NYLProductCompliance

Date Submitted: 02/19/2008

Disposition Status: Approved

Implementation Date Requested:

Implementation Date:

State Filing Description:

General Information

Project Name: AD108 Whole Life Series

Project Number: 208-50.49, et-al

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 04/04/2008

State Status Changed: 02/27/2008

Corresponding Filing Tracking Number:

Filing Description:

Please refer to the cover letter.

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Deemer Date:

Company and Contact

Filing Contact Information

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Thara Jinadasa, Temp

51 Madison Avenue (212) 576-7962 [Phone]
New York, NY 10010 (212) 447-4141[FAX]

Filing Company Information

New York Life Insurance Company CoCode: 66915 State of Domicile: New York
51 Madison Avenue Group Code: 826 Company Type: Life
Room 604
New York, NY 10010 Group Name: State ID Number:
(212) 576-4809 ext. [Phone] FEIN Number: 13-5582869

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Filing Fees

Fee Required? Yes
Fee Amount: \$300.00
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
New York Life Insurance Company	\$300.00	02/19/2008	18039161

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	04/04/2008	04/04/2008
Approved	Linda Bird	02/27/2008	02/27/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
AR-Cover Letter	Supporting Document	SPI NYLProductCompliance	04/02/2008	04/02/2008

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Cover Letter revision	Note To Filer	Linda Bird	04/02/2008	04/02/2008
Cover Letter revision	Note To Filer	Linda Bird	03/14/2008	03/14/2008
Cover Letter revision	Note To Reviewer	SPI NYLProductCompliance	03/13/2008	03/13/2008

<i>SERFF Tracking Number:</i>	<i>NYPX-125494174</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>38225</i>
<i>Company Tracking Number:</i>	<i>208-50.49, ET-AL</i>		
<i>TOI:</i>	<i>L071 Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L071.101 Fixed/Indeterminate Premium - Single Life</i>
<i>Product Name:</i>	<i>AD108 Whole Life Series</i>		
<i>Project Name/Number:</i>	<i>AD108 Whole Life Series/208-50.49, et-al</i>		

Disposition

Disposition Date: 04/04/2008

Implementation Date:

Status: Approved

Comment: Company submitted revised cover letter for filing.

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document (revised)	AR-Cover Letter		Yes
Supporting Document	AR-Cover Letter		Yes
Supporting Document	Readability Certification - AR		Yes
Supporting Document	Actuary Illustration Certification		Yes
Supporting Document	L & H Guaranty Notice		Yes
Supporting Document	AR Compliant Notice		Yes
Form	Whole Life Insurance Policy Form		Yes
Form	DIVIDEND OPTION TERM (DOT) Rider		Yes
Form	Option to Purchase Paid-Up Additions (OPP)		Yes
Form	Data Pages for Whole Life Plan		Yes
Form	Data Pages for Modified Premium Whole Life Plan		Yes
Form	Data Pages for Custom Whole Life Plan		Yes

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Disposition

Disposition Date: 02/27/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document (revised)	AR-Cover Letter		Yes
Supporting Document	AR-Cover Letter		Yes
Supporting Document	Readability Certification - AR		Yes
Supporting Document	Actuary Illustration Certification		Yes
Supporting Document	L & H Guaranty Notice		Yes
Supporting Document	AR Compliant Notice		Yes
Form	Whole Life Insurance Policy Form		Yes
Form	DIVIDEND OPTION TERM (DOT) Rider		Yes
Form	Option to Purchase Paid-Up Additions (OPP)		Yes
Form	Data Pages for Whole Life Plan		Yes
Form	Data Pages for Modified Premium Whole Life Plan		Yes
Form	Data Pages for Custom Whole Life Plan		Yes

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Amendment Letter

Amendment Date:

Submitted Date: 04/02/2008

Comments:

For your records I have attached a revised Cover Letter. Thank you for your note I hadn't realized the filing was re-opened. I apologize for the delay.

-Sindy Marty

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: AR-Cover Letter

Comment:

AR-Cover Letter.PDF

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Note To Filer

Created By:

Linda Bird on 04/02/2008 09:56 AM

Subject:

Cover Letter revision

Comments:

The file was re-opened on 3/14/2008 in order for corrections to be made on cover letter. As of this date we have not received corrected cover letter. Please advise. Thanks.

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Note To Filer

Created By:

Linda Bird on 03/14/2008 08:49 AM

Subject:

Cover Letter revision

Comments:

We have re-opened this filing in order for cover letter corrections.

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Product Name: AD108 Whole Life Series
Project Name/Number: AD108 Whole Life Series/208-50.49, et-al

Note To Reviewer

Created By:

SPI NYLProductCompliance on 03/13/2008 02:08 PM

Subject:

Cover Letter revision

Comments:

The cover letter attached to this filing contains a typo under the description for the MPWL plan. The correct issue age is 30-85 and the correct face amount is \$250,000. I would like to provide your department with a corrected letter so I would appreciate it if you can re-open this filing. Thank you and I hope you have a nice day.

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Form Schedule

Lead Form Number: 208-50.49

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	208-50.49	Policy/Cont ract/Fraternal Certificate	Whole Life Insurance Policy Form	Revised	Replaced Form #: 205-50 Previous Filing #:	54	208-50_49.PDF
	208-265	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	DIVIDEND OPTION TERM (DOT) Rider	Revised	Replaced Form #: 205-265 Previous Filing #:	60	208-265.PDF
	208-330	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Option to Purchase Paid-Up Additions (OPP)	Revised	Replaced Form #: 998-330 Previous Filing #:	68	208-330.PDF
	0850WL-2	Data/Declar ation Pages	Data Pages for Whole Life Plan	Revised	Replaced Form #: 0550-2 Previous Filing #:	0	0850WL-2.PDF
	0850MP-2	Data/Declar ation Pages	Data Pages for Modified Premium Whole Life Plan	Revised	Replaced Form #: 0550MP-2 Previous Filing #:	0	0850MP-2.PDF
	0850LP-2	Data/Declar ation Pages	Data Pages for Custom Whole Life Plan	Revised	Replaced Form #: 0550LP-2 Previous Filing #:	0	0850LP-2.PDF

INSURED- - *JOHN DOE*
POLICY NUMBER- - *00 000 000*
POLICY DATE- - *SEPTEMBER 1, 2008*

New York Life Insurance Company (A Mutual Company founded in 1845)

51 Madison Avenue, New York, New York 10010

New York Life Insurance Company will pay the benefits of this policy in accordance with its provisions. The pages that follow are also a part of this policy.

Right To Examine Policy Please examine your policy. Within 10 days after delivery, you can return it to New York Life Insurance Company, or to the agent through whom it was purchased, with a written request for a refund of premium. Upon such a request, the policy will be void from the start, and a full premium refund will be made.

Premiums The premiums payable for this policy are shown on the Premium Schedule Policy Data page. They are payable in accordance with the Premiums section. No premium payments can be made on or after the Scheduled Paid-Up Date shown on the Policy Data Page.

Effective Date The Effective Date is the date the policy is delivered and the first premium is paid. Coverage does not begin until the Effective Date unless temporary coverage is obtained under a separate temporary coverage agreement.

This policy is executed as of the Date of Issue shown on the Policy Information Policy Data page.

READ YOUR POLICY CAREFULLY FOR FULL DETAILS.



President



Secretary

WHOLE LIFE INSURANCE POLICY

LIFE INSURANCE PROCEEDS PAYABLE AT INSURED'S DEATH.
PREMIUM PAYMENTS FOR THE BASE POLICY ARE PAYABLE DURING THE INSURED'S LIFETIME,
UNTIL SCHEDULED PAID-UP DATE SHOWN ON THE PREMIUM SCHEDULE POLICY DATA PAGE.
NO PREMIUM PAYMENTS FOR THE BASE POLICY ARE PAYABLE ON OR AFTER THE SCHEDULED PAID-
UP DATE.
THIS POLICY IS ELIGIBLE FOR DIVIDENDS.

208-50.49

POLICY INFORMATION

INSURED- [JOHN DOE]

AGE – [35 MALE]

POLICY NUMBER- [00 000 000]

CLASS OF RISK – [STANDARD]

POLICY DATE- [SEPTEMBER 1, 2008]

DATE OF ISSUE – [SEPTEMBER 1, 2008]

OWNER- [INSURED]

PLAN- WHOLE LIFE WITH
[OPTION TO PURCHASE PAID-UP ADDITIONS (OPP)] AND
[DIVIDEND OPTION TERM (DOT)]

AMOUNT	FACE AMOUNT	[\$100,000]
	[DIVIDEND OPTION TERM (TARGET FACE AMOUNT)]	[\$250,000]

BENEFICIARY
(subject to change) [FIRST: MARY DOE, WIFE OF INSURED
SECOND: JOHN DOE, JR., SON OF INSURED]

SEE CONTINUATION OF PAGE 2

PREMIUM SCHEDULE**BASE POLICY PREMIUM****PREMIUMS PAYABLE ON THE [ANNUAL] MODE**

BEGINNING AS OF			
MO.	DAY	YEAR	PREMIUM
09	01	2008	[\$1,619.00]

PREMIUM PAYABLE ON EACH PREMIUM DUE DATE UNTIL			
09	01	2073	SCHEDULED PAID-UP DATE

RIDER PREMIUMS

ADDITIONAL AMOUNTS SHOWN BELOW MUST BE ADDED TO THE BASE POLICY PREMIUM SHOWN ABOVE TO DETERMINE THE TOTAL PREMIUM AMOUNT TO BE PAID. ADDITIONAL AMOUNTS FOR RIDERS ARE NO LONGER PAYABLE AFTER RIDER ENDS. SEE RIDER FORM FOR DETAILS.

			DOT#4
09	01	2008	[\$557.50]
09	01	2015	-

FIRST YEAR PREMIUM PAYMENT

THE TOTAL PREMIUM AMOUNT REQUIRED TO BE PAID FOR THE FIRST YEAR FOR ALL MODES AVAILABLE, IS SHOWN BELOW. THESE AMOUNTS INCLUDE THE AMOUNTS FOR ADDITIONAL RIDERS OR OTHER BENEFITS. PAYMENT OF THE POLICY PREMIUM BY A MODE OTHER THAN ANNUAL WILL RESULT IN A HIGHER TOTAL PREMIUM BEING PAID EACH YEAR.

ANNUAL	SEMIANNUAL	QUARTERLY	MONTHLY	C-O-M
[\$2,176.50]	[\$1,134.40]	[\$ 581.20]	[\$ 201.95]	[\$ 192.50]
[\$2,176.50]	[\$2,268.80]	[\$2,324.80]	[\$2,423.40]	[\$2,310.00] (Total premium payable)

FOOTNOTES

#4 The Initial Premium Paying Period for the DOT rider is the first 7 policy years. See the DOT RIDER DATA PAGE for amounts due in policy years 8 and later.

ADDITIONAL POLICY INFORMATION

THE INTEREST RATE REFERRED TO IN SECTION 7.14 IS 4% PER YEAR.

THE MORTALITY TABLES REFERRED TO IN SECTION 7.14 ARE THE COMMISSIONER'S 2001 STANDARD ORDINARY MALE/FEMALE DISTINCT AND COMPOSITE ULTIMATE TABLES OF MORTALITY, ANB.

ADDITIONAL RIDER INFORMATION

OPTION TO PURCHASE PAID-UP ADDITIONS (OPP) RIDER

The expense charge applied to all payments made under the OPP rider will not exceed [3.0]%.

The OPP Premium Limit, applicable to all payments made under the rider, which is based on a standard class of risk and referred to in the rider, is \$[1,554.00].

TABLE OF GUARANTEED VALUES**OPTIONS UPON LAPSE**

END OF POLICY YEAR	CASH VALUE	PAID-UP INSURANCE OR EXTENDED INSURANCE		END OF POLICY YEAR	
		YEARS	DAYS		
1	*****	***	**	***	1
2	*****	***	**	***	2
3	\$ 692.00	\$ 3,000.00	4	227	3
4	1,759.00	7,300.00	9	182	4
5	2,960.00	11,900.00	13	224	5
6	4,314.00	16,700.00	16	278	6
7	5,703.00	21,300.00	19	26	7
8	7,127.00	25,700.00	20	280	8
9	8,587.00	30,000.00	22	9	9
10	10,078.00	34,000.00	23	4	10
11	11,356.00	37,000.00	23	183	11
12	12,666.00	40,000.00	23	326	12
13	14,008.00	42,800.00	24	66	13
14	15,394.00	45,500.00	24	131	14
15	16,824.00	48,200.00	24	167	15
16	18,297.00	50,700.00	24	179	16
17	19,809.00	53,200.00	24	169	17
18	21,354.00	55,500.00	24	140	18
19	22,932.00	57,700.00	24	92	19
20	24,537.00	59,900.00	24	28	20
AGE 60	32,925.00	69,300.00	22	236	AGE 60
AGE 65	41,840.00	76,800.00	20	243	AGE 65

This Table assumes premiums have been paid to the end of the Policy Year shown. These values do not include any dividend accumulations, cash value of paid-up additional insurance or policy loans.

Values for the end of a Policy Year not shown will be provided on request.

Dividends are not guaranteed to be paid.

WE & YOU

In this policy, the words “we”, “our” or “us” refer to the New York Life Insurance Company, and the words “you” or “your” refer to the Owner(s) of this policy.

When you write to us, please include the policy number, the Insured’s full name, and your current address.

CONTENTS

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	POLICY DATA PAGES	2
ONE	LIFE INSURANCE PROCEEDS	4
TWO	OWNER AND BENEFICIARY	4
THREE	PREMIUMS	5
FOUR	CASH VALUE AND POLICY LOANS	6
FIVE	DIVIDENDS	8
SIX	PAYMENT OF POLICY PROCEEDS	9
SEVEN	GENERAL PROVISIONS	9

APPLICATION - Attached to the Policy

RIDERS OR ENDORSEMENTS
(IF ANY) - Attached to the Policy

Note: This policy is a legal contract between the policyowner and the Company.
PLEASE READ THIS POLICY CAREFULLY FOR FULL DETAILS.

SECTION ONE - LIFE INSURANCE PROCEEDS

1.1 Life Insurance Proceeds The proceeds payable under this policy include the face amount of this policy and the following:

- Any other benefits from riders, paid-up additional insurance or dividends payable because of the Insured's death, plus
- Any part of a premium paid for the period after the policy month in which the Insured dies, less
- The premium for one policy month if the Insured dies during a grace period, less
- Any outstanding policy loan and accrued policy loan interest.

We will pay the life insurance proceeds to the beneficiary promptly when we have due proof that the Insured died on or after the Effective Date of this policy, subject to all of this policy's provisions. We will pay the life insurance proceeds in one sum. Further details are given in Section Six.

A claim for the life insurance proceeds must be made in writing to our Service Office or any other location that we indicate to you in writing.

SECTION TWO - OWNER AND BENEFICIARY

2.1 Owner The owner of this policy is shown on the Policy Data page. In this policy, the words "you" and "your" refer to the owner.

2.2 Successor Owner A successor owner can be named in the application, or in a form we provide. The form and any other requirements must be completed and signed by you. If you die before the successor owner, the successor owner will become the new owner. If no successor owner survives you and you die before the Insured, your estate becomes the new owner.

2.3 Change Of Ownership You can change the owner of this policy in a form we provide. The form and any other requirements must be completed and signed by you. This change will take effect as of the date you signed the form, subject to any payment we made or action we took before recording the change. When this change takes effect, all rights of ownership will pass to the new owner. Changing the owner or successor owner cancels any prior choice of owner or successor owner, but does not change the beneficiary.

2.4 Beneficiary The beneficiary for any life insurance proceeds is the person or entity named in the application, or in a notice you sign that gives us the information we need. If more than one beneficiary is named, they can be classed as first, second, and so on. If two or more are named in a class, their share in the proceeds is equal, unless you state otherwise. The stated shares will be paid to any first beneficiaries who survive the Insured. If no first beneficiaries survive, payment will be made to any beneficiary surviving in the second class, and so on.

If no beneficiary, for either all or part of the proceeds, survives the Insured, the right to those proceeds will pass to you. If you are deceased, this right will pass to your estate.

2.5 Change Of A Beneficiary While the Insured is living, you can change a beneficiary by notifying us in writing. The notice must be signed by you and include the policy number, the name of the Insured, with the beneficiary designation clearly stated. This change will take effect as of the date you signed the notice, subject to any payment we made or action we took before recording the change. For example, if we make any payment before we record the change, we will not have to make the payment again.

SECTION TWO - OWNER AND BENEFICIARY(Continued)

- 2.6 Simultaneous Death Of Insured And Beneficiary** Unless stated otherwise in the policy or in your signed notice that is in effect at the Insured's death, if any beneficiary dies at the same time as the Insured or within 15 days after the Insured but before we receive proof of the Insured's death, we will pay the proceeds as though that beneficiary died first.

SECTION THREE - PREMIUMS

- 3.1 Premium Payments** Each premium for this policy is payable in United States currency, while the Insured is living, on or before its due date, as shown on the Premium Schedule Policy Data page. Premiums are payable at our Home Office or at one of our Services Offices. The first premium may also be paid to any one of our authorized agents in exchange for a receipt signed by the President or Secretary of the Company and duly countersigned by you.

Premiums can be paid at monthly modes by preauthorized bank arrangement, or every 3 months, 6 months, once each year, or by any other mode we make available. The premium rate for each of these modes is determined using the method in effect as of this policy date. You can change the premium mode by notifying us in writing at our Service Office and by paying the correct premium for the new mode.

- 3.2 Grace Period** We allow 31 days from the due date for payment of every premium after the first premium. This is called a grace period. All insurance coverage continues during this grace period.

If a premium is not paid by the end of this grace period, this policy will lapse. All insurance will end if the policy's Cash Surrender Value, as defined in Section 4.1 below, is zero. Otherwise, the insurance can be continued only as stated in Section 3.3 (Options 1 or 2), but any insurance or benefits from riders or dividends will end at the time of lapse. If the Insured dies during a grace period, we will reduce the life insurance proceeds by an amount equal to the premium for one policy month.

- 3.3 Options Upon Lapse** If premium payments are discontinued, you may elect one of the following three options. Unless you elect a different option within 60 days after the due date of the premium in default, the policy will continue under Option 1 Extended Insurance. If the policy's Cash Surrender Value is sufficient, insurance can be continued only if you elect Options 1 or 2.

1. Extended Insurance If the policy's Cash Surrender Value is sufficient at the time of lapse, it will continue as extended insurance. Extended insurance is level term insurance for which no more premiums are due. It is payable to the beneficiary when we have proof that the Insured died after the end of the grace period and before the end of the term period. The amount of extended insurance will equal the face amount of this policy, plus the face amount of any paid-up additional insurance plus dividend accumulations, less any outstanding policy loan and accrued policy loan interest. No insurance or benefits from riders or dividends will be provided after the end of the grace period.

We calculate the term period as of the due date of the overdue premium. We do this by applying the Cash Surrender Value of the policy at the net single premium rate for term insurance for the Insured's age on that date. The term period is measured from that due date.

Extended Insurance has no loan value and is not eligible for dividends. It can be surrendered at any time for its remaining cash value. All insurance will end when you send us your signed request for this cash value.

The amount of extended insurance might be less than or equal to the amount of paid-up insurance available, or the Table of Guaranteed Values Policy Data page might show that extended insurance is not available. In these cases, the policy will continue under the paid-up insurance option instead.

SECTION THREE – PREMIUMS (Continued)

2. Paid-Up Insurance Instead of extended insurance, paid-up life insurance can be elected. Paid-up insurance begins as of the date we record your notice electing it, or at the end of the grace period if later. No more premiums are due for this insurance. It is payable to the beneficiary when we have proof that the insured died while this paid-up insurance option was in effect.

We calculate the amount of paid-up insurance as of the due date of the overdue premium. We do this by applying the Cash Surrender Value of the policy at the net single premium rate for the Insured's age on that date. In most cases, this amount will be less than the face amount of this policy. No insurance or benefits from riders will be provided after this paid-up insurance option goes into effect.

Paid-up insurance has cash value and loan value, and is eligible for dividends. It can be surrendered at any time for its Cash Surrender Value. This insurance will end when you send us your signed request for the Cash Surrender Value.

3. Surrender For Cash Instead of extended insurance or paid-up insurance, you can surrender this policy for its Cash Surrender Value. All insurance will end when you send us your signed request for the Cash Surrender Value.

- 3.4 Reinstatement** Within 5 years after this policy has ended, you can apply, in writing, to reinstate the policy (and any other benefits provided by riders) if you did not surrender it. If the required payment is made within 31 days after the end of the grace period, no proof of insurability is required, but the Insured must be living when we receive the required payment. If not, when you apply for reinstatement, you must provide proof of insurability that is acceptable to us.

To reinstate this policy, all overdue premiums must be paid, with interest at 6% per year from each of their due dates. If we declare a policy loan interest rate of less than 6%, the interest rate for all overdue premiums at the time of reinstatement will be the same as the policy loan interest rate. Any outstanding policy loan and accrued policy loan interest, and any policy loan deducted when we determined the extended or paid-up insurance, must also be repaid. Interest on the loan will be compounded once each year and will be based on the policy loan interest rate or rates that were in effect since the time of lapse. All or part of these payments can be charged as a new outstanding policy loan if there is enough policy loan value.

- 3.5 Premium Adjustment At Death** We will increase the life insurance proceeds by any part of a premium paid for the period after the policy month in which the Insured dies.

SECTION FOUR – CASH VALUE AND POLICY LOANS

- 4.1 Cash Value** Guaranteed cash values for this policy at the end of selected policy years are as shown in the Table of Guaranteed Values Policy Data page, if premiums have been paid as called for in the Premiums section. These values do not include the cash value of any paid-up additional insurance or dividend accumulations, and they do not reflect any outstanding policy loan. Guaranteed cash value at other times depend on the date to which premiums have been paid, and on how much time has passed since the last policy anniversary.

Total Cash Value The Total Cash Value for this policy is equal to the guaranteed cash value, plus the cash value of any paid-up additional insurance plus dividend accumulations. When you ask us, we will tell you how much Total Cash Value there is.

Cash Surrender Value You can surrender this policy at any time for its Cash Surrender Value. The Cash Surrender Value is the amount payable to you upon surrender of this policy. It is equal to the Total Cash Value, less any outstanding policy loan and accrued policy loan interest. We will pay the Cash Surrender Value in one sum.

SECTION FOUR – CASH VALUE AND POLICY LOANS (Continued)

We can defer paying the Cash Surrender Value for up to 6 months after the date of surrender. Interest will be paid on any amount deferred for 30 days or more. We set the interest rate each year. This rate will not be less than the rate required by law. All insurance will end when you send us your signed request for Cash Surrender Value.

- 4.2 Policy Loan Value** You can borrow any amount up to the policy loan value of this policy using this policy as sole security. On a policy anniversary, on a premium due date, or during the grace period, the policy loan value is the Cash Surrender Value. At any other time, the policy loan value is the amount that, with interest, will equal the policy loan value on the next anniversary or on the next premium due date, if earlier. Extended insurance has no policy loan value.

We will require that you sign a policy loan agreement. We can defer a policy loan, except to pay a premium due us for as long as 6 months after we receive your policy loan request.

- 4.3 Policy Loan Interest** The loan interest rate for this policy is 8% per year, unless we set a lower rate for any period. Policy loan interest accrues each day, but we compound it once each year. It is due on the anniversary, the date of death, surrender, a lapse, a policy loan increase or policy loan repayment or any other date we specify. Policy loan interest not paid when due will become part of the policy loan and will also bear interest.

- 4.4 Automatic Premium Loan (APL)** If elected, APL provides an automatic policy loan that pays an overdue premium at the end of the grace period, subject to 2 conditions. First, the policy loan value must be enough to pay that premium. Second, if premiums have been paid by APL for 2 years in a row, the next premium will not be paid by APL. After a premium is paid other than by APL, before the end of the grace period, premiums can again be paid by APL.

APL can be elected in the application. You can also elect APL in your signed notice that we must receive before the end of the grace period. You can cancel this election for future premiums by telling us in your signed notice.

SECTION FOUR – CASH VALUE AND POLICY LOANS (Continued)

- 4.5 Policy Loan Repayments** All or part of an outstanding policy loan and accrued policy loan interest can be repaid before the insured's death or before you surrender the policy. We will deduct any outstanding policy loan and accrued policy loan interest when policy proceeds are paid.

If the policy is being continued as extended or paid-up insurance, any policy loan that we deducted in determining that insurance can be repaid only if the policy is reinstated. However, if that policy loan is not repaid, we will not deduct it again when life insurance proceeds are payable under extended or paid-up insurance.

- 4.6 When Outstanding Policy Loan Exceeds Policy Loan Value** In a given policy year, the outstanding policy loan and accrued policy loan interest might exceed the Total Cash Value of the policy. In that event, we will mail a notice to you at your last known address, and a copy to the last known assignee on our records. All insurance will end 31 days after the date on which we mail that notice, if the excess of the outstanding policy loan and accrued policy loan interest over the Total Cash Value is not paid within that 31 days.

SECTION FIVE - DIVIDENDS

- 5.1 Annual Dividend** While this policy is in effect, except as extended insurance, it is eligible to share in our divisible surplus. Each year we determine the policy's share, if any. This share is payable as a dividend on the policy anniversary, if all premiums due before then have been paid. We do not expect a dividend to be payable on this policy before the second anniversary.

- 5.2 Dividend Options** Each dividend can be applied under one of the four options listed below. An option can be elected in the application. You can also elect or change the option for future dividends if you tell us in your signed notice.

1. Paid-Up Additional Insurance Applied to provide paid-up life insurance at the net single premium rate for the Insured's age at that time. No more premiums are due for this insurance. It has cash value and policy loan value and is eligible for dividends. Before the Insured's death, you can surrender paid-up additional insurance for its Cash Surrender Value. The amount of this insurance in effect at the Insured's death will be part of the life insurance proceeds.

2. Dividend Accumulation Left with us to accumulate at interest. On each policy anniversary, we credit interest at the rate we set each year. This rate will be at least the rate required by law. Before the Insured's death, you can withdraw accumulations that have not been borrowed against, with interest to the date of withdrawal. Any accumulations that we still have at the Insured's death will be added to the life insurance proceeds.

3. Premium Payment Applied toward payment of a premium, provided any balance of that premium is also paid when due. Any part of the dividend not needed to pay the premium will be used to pay any accrued policy loan interest due, unless you have asked to have that part of the dividend paid in cash. Any part of the dividend not needed to pay a premium or accrued policy loan interest will be paid in cash.

4. Cash Paid in cash.

SECTION FIVE - DIVIDENDS (Continued)

- 5.3 Automatic Dividend Option** If no other option is in effect when a dividend becomes payable, we will apply it as paid-up additional insurance. If we pay a dividend in cash and the dividend check is not cashed within one year after that dividend became payable, we will use it to purchase paid-up additional insurance instead.
- 5.4 Fully Paid-Up Policy** You can shorten the premium paying period for this policy by having it made fully paid-up with no more premiums due. This may be done on any premium due date, if the Cash Surrender Value equals the total single premium for the policy and any riders, based on the Insured's age on that premium due date. We must receive your signed notice to this effect within 31 days of that premium due date.
- 5.5 Dividend At Death** The part of any annual dividend earned from the last policy anniversary to the end of the policy month in which the Insured dies will be added to the life insurance proceeds.

SECTION SIX - PAYMENT OF POLICY PROCEEDS

- 6.1 Payment Of Policy Proceeds** The proceeds of this policy will be paid in one sum which will bear interest computed daily from the date of the Insured's death to the date of payment. We set the interest rate each year. This rate will not be less than the rate required by law.

SECTION SEVEN - GENERAL PROVISIONS

- 7.1 Entire Contract** The entire contract consists of this policy, any attached riders or endorsements, and the attached copy of the application. Also, any application used to modify this policy (including but not limited to a request to add a rider or for reinstatement) will be attached to and made a part of this policy. Only our Chairman, President, Secretary, or one of our Vice Presidents is authorized to change the contract, and then, only in writing. No change will be made to this contract without your consent. No agent is authorized to change this contract.
- 7.2 Information Provided In The Application** In issuing this policy, we have relied on the statements made in the application. All such statements are deemed to be representations and not warranties. We assume these statements are true and complete to the best of the knowledge and belief of those who made them. No statement made in connection with the application will be used by us to void this policy or to deny a claim unless that statement is a material misrepresentation and is part of the application.
- 7.3 Contestable Period** We will not contest this policy, after it has been in effect during the lifetime of the Insured for 2 years from the Date of Issue, except for non-payment of premium.
- If this policy ends, and is reinstated, we will not contest this policy based on statements made in the application for reinstatement after it has been in effect during the lifetime of the Insured for 2 years from the date of reinstatement.
- 7.4 Suicide Of The Insured** Suicide of the Insured, while sane or insane, within 2 years of the Date of Issue, is not covered by this policy. In that event, this policy will end and the only amount payable will be the premiums paid to us, less any outstanding policy loan and accrued policy loan interest.
- 7.5 Policy Date** The Policy Date is the date from which premiums are calculated and become due. The Policy Date can be chosen to correspond to the definition of the Effective Date, as shown on the cover page of this policy. You can request another date if it is preferable to pay premiums on that date or have policy values accrue as of that date. If no specific Policy Date is chosen and no temporary coverage applies, the date the policy is issued will be the Policy Date. The Policy Date is also the date from which policy years, months and anniversaries are measured, unless otherwise stated.

Both the Policy Date and the Date of Issue are shown on the Policy Information Policy Data page.

SECTION SEVEN - GENERAL PROVISIONS (Continued)

- 7.6 Calculation Of Age** Unless stated otherwise, the Insured's age is the age on the birthday nearest the Policy Date, and is shown on the Policy Information Policy Data page. The Insured's attained age is the age on the Policy Information Policy Data page plus the number of policy years completed since the Policy Date.
- 7.7 Misstatement Of Age Or Gender** If the age or gender of an insured person is incorrectly stated in the application, the life insurance proceeds payable will be what the premiums paid would have purchased at the correct age and gender.
- 7.8 Policy Changes** If we agree, you can have riders added to the policy, or have the face amount changed to a smaller amount of insurance if it meets our minimum amount requirements.
- 7.9 Assignment** While the Insured is living, you can assign this policy or any interest in it. If you do this, your interest, and anyone else's, is subject to that of the assignee. As owner, you still have the rights of ownership that have not been assigned.

You must provide us with a copy of the assignment. We are not responsible for the validity of any assignment. Any assignment will be subject to any payment we make or other action we take before we record the assignment.

An assignee cannot change the owner or beneficiary of this policy, and cannot elect or change an optional method of payment of proceeds. Any amount payable to the assignee will be paid in one sum.

- 7.10 Protection Against Creditors** Payments we make under this policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditors.
- 7.11 Payments To Company** Any payment made to us by check or money order must be payable to New York Life Insurance Company. When asked, we will provide a countersigned receipt, signed by our President or Secretary, for any premium paid to us.
- 7.12 Conformity With Law** This policy is subject to all laws that apply. We reserve the right to make changes to this policy or to adjust policy values to ensure this policy at all times qualifies as life insurance for federal income tax purposes.
- 7.13 Voting Rights** Each year there is an election of persons to our Board of Directors. You have the right to vote in person or by mail if your policy is in effect, and has been in effect for at least one year after the Date of Issue. To find out more about this, write to the Secretary at our Home Office, 51 Madison Avenue, New York, New York 10010.
- 7.14 Basis For Computation Of Policy Values** All cash values, net single premium rates and extended insurance rates referred to in this policy are based on the mortality tables shown on the "Additional Policy Information" Policy Data page. Continuous functions are used, with interest as stated on the Policy Data pages.

At any time, the guaranteed cash value of any extended or paid-up insurance or paid-up additional insurance is their respective net single premium.

We have filed a statement with the insurance official in the state or district in which this policy is delivered. It describes, in detail, the method we used to compute these cash values. Each value is at least as much as the law requires.

SECTION SEVEN - GENERAL PROVISIONS (Continued)

7.15 Insured's Age 121 Anniversary On the policy anniversary when the Insured is age 121,

- The guaranteed cash value will equal the policy's face amount, as shown on the Policy Information Policy Data page.
- Policy loan interest will continue to accrue at the current policy loan interest rate, but no new policy loans can be requested.
- The policy continues to be eligible for dividends, as described in the Dividends section.
- All insurance or benefits from riders still in effect will end.
- You have the option to surrender the policy for its Cash Surrender Value by submitting to us a signed written request that gives us the information we need.

7.16 Duty To Cooperate You, the applicant, the insured and the beneficiary under this policy all have a duty to cooperate with us in the underwriting of this policy and in the investigation of any claim for benefits under the policy, including any attached riders. The duty to cooperate includes but is not limited to providing signed authorizations, in the form we request and without time limitation, for the release of information concerning all representations made in connection with the application, including medical condition and history and financial and employment information.

New York Life Insurance Company (A Mutual Company Founded in 1845)

51 Madison Avenue
New York, N.Y. 10010
(212) 576-7000

WHOLE LIFE INSURANCE POLICY

LIFE INSURANCE PROCEEDS PAYABLE AT INSURED'S DEATH.
PREMIUM PAYMENTS FOR THE BASE POLICY ARE PAYABLE DURING THE INSURED'S LIFETIME,
UNTIL SCHEDULED PAID-UP DATE SHOWN ON THE PREMIUM SCHEDULE POLICY DATA PAGE.
NO PREMIUM PAYMENTS FOR THE BASE POLICY ARE PAYABLE ON OR AFTER THE SCHEDULED PAID-
UP DATE.
THIS POLICY IS ELIGIBLE FOR DIVIDENDS.

208-50.49

DIVIDEND OPTION TERM (DOT)

RIDER

- Benefit** At the time of issue, this rider provides term insurance equal to a Target Face Amount you selected. For this rider to be in effect, the Paid-Up Addition Dividend Option must be in effect under the base policy. The base policy is referred to as "Base Policy" in this rider. The Target Face Amount is shown on the Base Policy Data Pages.

We will pay to the beneficiary the proceeds of any insurance in effect upon the death of the Insured. When we have due proof that the Insured died while this rider was in effect, we will pay the amount payable under this rider in addition to the face amount payable under the Base Policy.

- Premium Payments**

- A. Initial Premium** The Initial Premium is the premium that must be paid to purchase one-year term insurance under this rider during the Initial Premium Paying Period. The Initial Premium Paying Period is the number of policy years that the Initial Premium must be paid. The amount of the Initial Premium is shown on the Base Policy Data Pages, under the heading "DOT".

Each Initial Premium is required to be paid within 31 days of its due date during the entire Initial Premium Paying Period. Each Initial Premium payment will purchase one-year term insurance. The amount of term insurance will equal the Target Face Amount less any fully paid-up life insurance (referred to as "Paid-Up Additional Insurance" in this rider). This includes any Paid-Up Additional Insurance in effect both under the Base Policy and any riders attached to this policy. The Target Face Amount is calculated and adjusted only on the rider anniversary.

If the cost of the term insurance is less than the Initial Premium paid, the remaining premium will be applied to purchase Paid-Up Additional Insurance. The amount of Paid-Up Additional Insurance purchased will be based on the Insured's age and gender on the date the purchase takes effect.

It may happen that the Base Policy also includes an Option to Purchase Paid-Up Additions Rider (referred to as "OPP" in this rider). If, during the Initial Premium Paying Period no purchases are made under the OPP rider, and the OPP rider ends under its terms, it will be automatically restored after the Initial Premium Paying Period ends.

Waiver Of Premium Benefit We will waive the Initial Premium due during the Initial Premium Paying Period if:

1. Any disability waiver of premium rider is attached to the Base Policy; and
2. The premiums for the Base Policy are being waived under the terms of any such disability waiver of premium rider.

Premiums payable for this rider after the Initial Premium Paying Period are not eligible for waiver under a disability waiver of premium rider, as further described in Section 2B.

- B. Subsequent Premium** After the Initial Premium Paying Period ends, the premium for the one-year term insurance provided will be determined using our term rates as described in Section 5 below. The premium will equal our current term rate multiplied by the amount of term insurance in effect for that year. The amount of term insurance will equal the Target Face Amount less any Paid-Up Additional Insurance in effect under the Base Policy and any riders attached to that policy, as determined on the policy anniversary.

DIVIDEND OPTION TERM (DOT) (Continued)

To pay this premium, we will first apply the cash value from the surrender of any Paid-Up Additional Insurance purchased under any riders attached to the Base Policy. If that cash value is not sufficient to pay this premium, then we will apply the cash value from the surrender of any Paid-Up Additional Insurance purchased by dividends from the Base Policy to pay the premium. If the cash value of the Paid-Up Additional Insurance is still insufficient to purchase the term insurance, you will be billed for, and must pay, the remaining premium needed to purchase the term insurance. The remaining premium is referred to as the "Unpaid Subsequent Premium Payment" in this rider.

If the Unpaid Subsequent Premium Payment is not paid within 31 days of the rider anniversary, the amount of term insurance for that year will be only the amount purchased by the surrender of all Paid-Up Additional Insurance, and the Target Face Amount will be reduced, as explained in Section 3 of this rider.

Waiver Of Premium Benefit Not Applicable Premiums payable for this rider after the Initial Premium Paying Period are not eligible for waiver under a disability waiver of premium rider, whether these premiums are paid by the surrender of Paid-up Additional Insurance, or are billed to you as Unpaid Subsequent Premium Payments.

- 3. Adjustment Of Target Face Amount** We will reduce the Target Face Amount on each rider anniversary by the face amount of any Paid-Up Additional Insurance surrendered during the prior year for any other reason besides the payment of premium for this rider or the Base Policy. Any such reduction in the Target Face Amount will be calculated before the amount of term insurance for the current rider year is determined.

The Target Face Amount will also be reduced if you do not pay the Unpaid Subsequent Premium Payment that you have been billed for. In this event, the Target Face Amount will be reset to the higher of a) or b), where:

- a)= the sum, on the last rider anniversary, of the term insurance in effect under this rider and the Paid-Up Additional Insurance in effect, or
- b)= the sum, on the next to last rider anniversary, of the term insurance in effect under this rider and the Paid-Up Additional Insurance in effect.

The reset Target Face Amount will be calculated before any further adjustment to the Target Face Amount is made under other provisions of this rider.

If the Target Face Amount is reduced, you can restore it to the original amount on a subsequent anniversary. To do so, you must provide evidence of insurability satisfactory to us and pay any required premium. However, in no event will the reset Target Face Amount be higher than the Target Face Amount immediately preceding that anniversary.

- 4. Continuation Of Rider** If, on a given rider anniversary, the face amount of Paid-Up Additional Insurance equals or exceeds the Target Face Amount at that time, the term insurance amount will be zero. Subsequently, if the face amount of Paid-Up Additional Insurance drops below the Target Face Amount due to a surrender to pay premiums due under the Base Policy, this rider will allow for the purchase of term insurance in the amount of the difference.

DIVIDEND OPTION TERM (DOT) (Continued)

5. **Charge For Term Insurance** Each Initial Premium payable under this rider is level and guaranteed for the Initial Premium Paying Period and is shown on the Base Policy Data Pages. We have the right to change the current term rates applicable after the Initial Premium Paying Period ends. However, the current term rate for any given year is guaranteed never to exceed the maximum rate shown on the DOT Rider Data Page for that year.

The DOT Rider Data Page shows a table of current and maximum term rates applicable after the Initial Premium Paying Period ends. Each year, we will review the current scale of term rates to determine if any changes in these rates should be made. Any change in term rates will be based on future expectations for investment earnings, mortality, persistency, expenses and any federal and state taxes. The changes will apply to all Insureds in the same class based on the attained ages and gender of the Insureds, the class of risk and the duration since the rider's date of issue. Any changes will be made in accordance with the procedures and standards on file with the insurance official in the state or district in which this rider is delivered.

6. **Values** The Paid-Up Additional Insurance purchased under this rider has guaranteed cash value and loan value, and is eligible for dividends. The cost of any Paid-Up Additional Insurance purchased under this rider will equal its net single premium. Cash values and net single premiums are based on the mortality tables shown on the DOT Rider Data Page. Continuous functions are used. Interest is compounded at 4%.

7. **Conversion To A Permanent Policy** You can exchange all or part of the term insurance of this rider to a new whole life policy that we make available for such conversion, subject to the provisions below as well as those of the Base Policy. This type of exchange is called a conversion. In order to convert coverage under this rider, it must be in effect with premiums paid to the date of conversion and the Insured must be alive. A conversion can be made without proof of insurability and only on a policy anniversary.

Any portion of this rider's Target Face Amount that is converted ends when the new policy takes effect. The minimum amount that can be converted under this rider is subject to the minimum face amount available for the new plan to which you are converting. If only a part of the Target Face Amount is converted, the remainder may be continued if it meets our minimum face amount requirements for this rider. If it does not meet our minimum, this rider will end.

We must receive your application for conversion signed by both you and the Insured, the first premium for the new policy and any other payment that we need for the new policy no later than 31 days after the final date for conversion, as described in this section. If the Insured dies during this 31-day period and we have not yet received all the requirements to complete this conversion, we will pay the proceeds due under this rider.

The Insured's class of risk for the new policy will be the same as it was for this rider, unless the class of risk for this rider is not available on the new policy as of the new policy's date of issue. In that event, the new policy's class of risk will be the best class of risk the Insured would have qualified for under the new policy as of this rider's date of issue.

Types Of Conversion On or prior to the final date for conversion described below, you can choose to convert coverage under this rider either on an attained age basis or an original age basis.

DIVIDEND OPTION TERM (DOT)(continued)

Conversion On An Attained Age Basis If you convert this rider on an attained age basis, we will issue you a new policy. The new policy will be any whole life policy that we make available for such conversion and that is offered for sale by New York Life Insurance Company or one of its subsidiary companies on the date of conversion. The premium for the new policy will be based on the Insured's age and gender at the time of conversion and the premium rates for the new policy. The new policy will have the same provisions and be subject to the same limitations as are in the series of policies being offered for this type of conversion. The policy date for the new policy will be the date the conversion is made.

Conversion On An Original Age Basis If you convert this rider on an original age basis, we will issue you a new policy. The new policy will be any whole life policy that we make available for such conversion and that was offered for sale by New York Life Insurance Company or one of its subsidiary companies on this rider's date of issue. The new policy will have the same provisions and be subject to the same limitations as are in the series of policies being offered for this type of conversion. The policy date for the new policy will be the same as this rider's date of issue.

However, if this rider and the Base Policy have the same date of issue we will instead increase the face amount of the Base Policy as of its issue date by the amount converted. The Base Policy's class of risk will be the best class of risk the Insured would have qualified for under the Base Policy as of its date of issue.

When a conversion on an original age basis is made, you must make an extra premium payment. This extra premium payment will be the greater of:

- (a) the difference between the premium (less any dividends) that would have been paid for the new policy (or increase in the Base Policy face amount, if applicable) and the premiums actually paid for this rider, both accumulated at an annual interest rate of 6% compounded annually; or
- (b) 103% of the increase in reserve for the new policy (or increase in the Base Policy face amount, if applicable) as a result of the conversion.

Conversion on an original age basis will only be available if the new policy would qualify as life insurance under federal tax law as of the date the conversion is made.

Final Date For Conversion The final date for conversion is determined as follows:

- a) If the Insured's issue age under this rider is 60 or less, the final date for conversion is the rider's 10th anniversary from its date of issue;
- b) If the Insured's issue age under this rider is between 61 and 65, the final date for conversion is the anniversary on which the Insured is age 70;
- c) If the Insured's issue age under this rider is greater than 65, the final date for conversion is the rider's 5th anniversary from its date of issue. Only conversions on an original age basis are available for issue ages greater than 65.

The final date for conversion is shown on the DOT Rider Data Page.

Contestable Period And Suicide Exclusion Any suicide exclusion or contestable period for the new policy (or increase in the Base Policy face amount, if applicable) that is issued under either type of conversion will be measured from this rider's date of issue. This does not apply to any rider or additional amount of insurance issued upon conversion that required our agreement. Evidence of insurability may be required for additional coverage. The suicide exclusion and contestable periods for that rider or additional amount included will be measured from the date of conversion.

DIVIDEND OPTION TERM (DOT) (Continued)

Available Riders With New Policy Unless we agree, no riders can be made a part of the new policy (or increase in the Base Policy, if applicable).

8. **Contract** This rider is made a part of the Base Policy, based on the application for the rider.
9. **Contestable Period Of Rider** We will not contest this rider after it has been in effect during the lifetime of the Insured for 2 years from its date of issue.
10. **Suicide Exclusion** Suicide of the Insured, while sane or insane, within 2 years of the date of issue of this rider, is not covered by this rider. In that event, this rider will end and the only amount payable will be all premiums paid to us under this rider.
11. **Dates And Amounts** The rider and Base Policy have the same date of issue, unless the rider is added to a policy that is already in effect. If this rider is issued at the same time as the Base Policy, the Target Face Amount and date of issue are shown on the Base Policy Data Pages. If this rider is added to a policy that is already in effect, the Target Face Amount and rider date of issue are shown on rider data pages that we send you, with a copy of this rider. The rider data pages also show the length, and the premiums payable, for the Initial Premium Paying Period.
12. **Conformity With Law** This rider is subject to all laws that apply. We reserve the right to make changes to this rider to ensure that this rider, or any policies to which this rider is converted, qualified as life insurance under federal tax law.
13. **When Rider Ends** This rider will end on the date shown on the DOT Rider Data Page. It will end before that date if:
 - a) The Base Policy ends or is surrendered;
 - b) The Paid-Up Addition Dividend Option selected in the Base Policy is changed to another Dividend Option;
 - c) The Base Policy is in effect as extended term insurance or paid-up insurance resulting from non-payment of premiums; or
 - d) You send us your signed notice to cancel this rider. You can do this at any time.

If any Paid-Up Additional Insurance is surrendered to provide term insurance and that term insurance is subsequently cancelled, the unearned premium will be used to purchase Paid-Up Additional Insurance. If the Base Policy is reinstated, this rider will also be reinstated.

NEW YORK LIFE INSURANCE COMPANY


Secretary


President

POLICY NUMBER: [66 000 000]

INSURED – [JOHN DOE]

RIDER DATA PAGE
for
DIVIDEND OPTION TERM RIDER (DOT)

ADDITIONAL INFORMATION FOR THIS RIDER

- THE MORTALITY TABLE REFERRED TO IN SECTION 6 IS THE [COMMISSIONER'S 2001 STANDARD ORDINARY, MALE/FEMALE DISTINCT AND COMPOSITE ULTIMATE TABLES OF MORTALITY, ANB]

- DOT RIDER ENDS ON [09-01-2073]

- FINAL DATE FOR CONVERSION BASED ON ATTAINED AGE OR ORIGINAL AGE IS [09-01-2018]

The following is a table of current and maximum term rates per \$1,000 of term amount for the [8th] and subsequent years of the Dividend Option Term rider. The current term rates are subject to change as stated in the rider. However, the rate for a given year is guaranteed to never be more than the corresponding maximum term rate shown below. Please refer to your DOT rider for further details.

POLICY YEAR	CURRENT TERM RATE	MAXIMUM TERM RATE	POLICY YEAR	CURRENT TERM RATE	MAXIMUM TERM RATE
			[41	[85.52	[114.58
			42	93.50	124.46
[8	[3.00	[6.66	43	101.57	135.88
9	3.28	7.38	44	109.61	149.08
10	3.54	8.24	45	117.86	164.10
11	3.89	9.14	46	131.33	180.14
12	4.44	9.98	47	145.75	198.10
13	5.09	10.92	48	162.02	216.22
14	5.81	11.44	49	180.37	235.22
15	6.58	12.04	50	200.47	255.88
16	7.42	12.90	51	215.73	280.18
17	8.28	13.92	52	230.08	306.78
18	9.21	15.32	53	244.04	335.38
19	10.20	16.90	54	259.29	365.44
20	11.25	18.88	55	274.33	396.54
21	12.40	21.12	56	289.41	428.26
22	13.44	23.40	57	297.37	456.86
23	14.57	25.82	58	313.33	486.04
24	15.84	27.72	59	333.83	516.20
25	17.33	29.92	60	360.23	547.48
26	18.65	32.58	61	398.66	582.10
27	20.19	35.88	62	464.62	612.66
28	22.07	39.86	63	507.84	644.88
29	24.21	44.28	64	534.64	678.90
30	26.66	48.80	65]	562.94]	714.84]
31	29.51	53.26			
32	32.73	57.56			
33	36.37	61.74			
34	40.51	66.14			
35	45.17	70.50			
36	50.38	75.78			
37	56.14	81.56			
38	62.53	89.42			
39	69.55	97.32			
40]	77.20]	105.30]			

OPTION TO PURCHASE PAID-UP ADDITIONS (OPP)

RIDER

- Benefit** This rider provides you with the right to purchase new fully paid-up life insurance on the Insured. This is referred to as "Paid-Up Insurance" in this rider. No more premiums are due for this insurance. Any Paid-Up Insurance purchased is additional insurance and any amount of this insurance in effect at the Insured's death will be included in the life insurance proceeds of the base policy to which this rider is attached. The base policy is referred to as "Base Policy" in this rider.

However, if the Base Policy lapses or is surrendered, the "Options Upon Lapse" provision in the Base Policy will apply to any Paid-Up Insurance in effect at that time.

- OPP Premiums** Unless we agree to the issuance of Excess Insurance, as defined below, the total of all OPP Premiums paid under this rider in any policy year cannot be more than 100% of the annual premium amount for the Base Policy, based on a standard class of risk. This amount excludes premiums for any other riders and the policy fee on the Base Policy. It is referred to in this rider as the "OPP Premium Limit" and is shown on the Base Policy Data Pages.

In addition, unless we agree otherwise, each unscheduled OPP Premium paid or the total of all scheduled OPP Premiums paid in a policy year must equal at least the minimum amounts for each shown on the OPP Rider Data Page.

To pay an OPP Premium that exceeds the OPP Premium Limit, satisfactory evidence of insurability will be required prior to the acceptance of such OPP Premium. The Paid-Up Insurance purchased by such OPP Premium is referred to as "Excess Insurance" in this rider. The application used for the purchase of such Excess Insurance will be made a part of the Base Policy. This Excess Insurance will be subject to the same Contestable Period of Rider and Suicide Exclusion provisions of this rider beginning as of the effective date of such Excess Insurance.

No Paid-Up Insurance can be purchased under this rider after it ends, or while it is not in effect. If no Paid-Up Insurance is purchased by the second anniversary or for 3 anniversaries in a row, this rider will end. You must provide satisfactory evidence of insurability to reinstate this rider. See Sections 5 and 11 for more information.

- Scheduled OPP Premium Payments** A scheduled OPP Premium payment arrangement may be established at any time provided the Insured is alive. You may purchase Paid-Up Insurance under that arrangement. Your scheduled OPP Premium payment arrangement will establish the due date for payment. We must receive OPP Premiums paid under this scheduled OPP Premium payment arrangement no later than 31 days after its due date. The Insured must be living when we receive the OPP Premium. When we receive a scheduled OPP Premium, the Paid-Up Insurance will take effect as of its due date.

If a scheduled OPP Premium payment is not received within 31 days of its due date, the scheduled OPP Premium payment arrangement in effect at that time will end. However, this rider will remain in effect, and unscheduled OPP Premium payments can still be made. Also, a new scheduled OPP Premium payment arrangement can be established at any time by submitting a signed written request. However, we will require evidence of insurability for the new arrangement, if the amount exceeds the limitations described above in this section.

It may happen that you pay a scheduled OPP Premium that is less than the scheduled amount. If this occurs, the amount remitted will become the new scheduled OPP Premium payment amount. You may re-establish the original scheduled OPP Premium payment amount by submitting your signed written request. However, we will require evidence of insurability for the new arrangement, if the amount exceeds the limitations described above in this section.

OPTION TO PURCHASE PAID-UP ADDITIONS (OPP) **(continued)**

The scheduled OPP Premiums referred to in this provision may be waived under the terms of any disability waiver of premium rider attached to the Base Policy. For further details, please see the Waiver of Premium Benefit section (Section 4) of this rider.

- B. Unscheduled OPP Premium Payments** An unscheduled payment is an OPP payment that is:
1. Made while no scheduled payment arrangement is in effect;
 2. Made after 31 days of the due date of a scheduled payment; or
 3. Received on a scheduled due date (or within 31 days), but that is greater than the scheduled amount.

These unscheduled OPP Premium payments may be made from time to time under this rider. Any unscheduled OPP Premium must be received while the Insured is living. These unscheduled OPP Premium payments must comply with the limitations described in the beginning of this section. Upon receipt of an unscheduled OPP Premium, the new Paid-Up Insurance will take effect as of the date we receive the OPP Premium. Unscheduled OPP Premium payments will not be accepted if premiums are being waived under the terms of any disability waiver of premium attached to the Base Policy.

- 3. Purchase Of Paid-Up Insurance** The amount of the scheduled and unscheduled OPP Premiums paid each year to purchase new Paid-Up Insurance is in addition to the premium payable for the Base Policy. The amount of Paid-Up Insurance purchased by each OPP Premium is based on the net single premium rate for the Insured's age and gender as of the most recent policy anniversary. Prior to the purchase of any Paid-Up Insurance, all OPP Premiums paid under this rider are subject to an expense charge shown on the Base Policy Data Pages.

The amount of Paid-Up Insurance purchased by any OPP Premiums paid more than 31 days after a policy anniversary is reduced based upon the amount of time since the anniversary and upon an interest rate(s) that is set at the beginning of each calendar year. This reduction is in addition to the expense charge. Therefore, the later an OPP Premium is paid during a policy year, the less the amount of Paid-Up Insurance that is purchased by such OPP Premium.

The interest rate used to calculate the reduction referred to above will be equal to the Monthly Average Corporates yield shown in Moody's Corporate Bond Yield Average – Monthly Average Corporates as published by Moody's Investors Service, Inc. or any successor to that service (the published monthly average), for the month of October of the prior calendar year. It may happen that the published monthly average ceases to be published. In this case, we will use a new basis approved by the insurance supervisory official in the state or district in which the Base Policy is delivered.

- 4. Waiver Of Premium Benefit** We will waive scheduled OPP Premium payments under this rider if:
1. A disability waiver of premium rider is attached to the Base Policy;
 2. The premiums for the Base Policy are being waived under the terms of that disability waiver of premium rider; and
 3. A scheduled OPP Premium payment arrangement was in effect on the date the disability began.

Any reference to premiums in any disability waiver of premium rider includes only scheduled OPP Premium payments under this rider. Unscheduled OPP Premium payments will not be accepted during a period of disability.

We will waive all scheduled OPP Premiums under this rider beginning on the date the disability began. Scheduled OPP Premiums will be waived as of each premium's due date. The amount that is waived is equal to the last scheduled OPP Premium received by us prior to the date disability began. A new scheduled OPP Premium payment arrangement cannot be established after a disability has begun.

OPTION TO PURCHASE PAID-UP ADDITIONS (OPP) (Continued)

When a scheduled OPP Premium is waived, we will credit a scheduled OPP Premium to the policy as though you had actually paid the scheduled OPP Premium. That OPP Premium will be subject to the appropriate expense charges and reductions described in this rider. It will purchase new Paid-Up Insurance in accordance with the Purchase of Paid-Up Insurance section (Section 3) of this rider. Once we begin waiving scheduled OPP Premiums, no further OPP Premiums, either scheduled or unscheduled, will be accepted to purchase any new Paid-Up Insurance while the disability continues.

Scheduled OPP Premiums received by us during the period between the date disability began and the date we actually begin waiving premiums under the policy will be refunded. However, the Paid-Up Insurance purchased by those scheduled OPP Premiums will remain in effect. Any amount received that is greater than the scheduled OPP Premium amount will be considered an unscheduled OPP Premium payment. This unscheduled OPP Premium payment will not be refunded.

We will also refund any OPP Premiums paid that are less than the scheduled OPP Premium payment amount. In this case, we will credit the entire scheduled OPP Premium amount to the policy to purchase Paid-Up Insurance. It will be in the amount established in the scheduled OPP Premium payment arrangement in effect just prior to the date of total disability. Unscheduled OPP Premium payments will not be refunded.

There is a charge for this benefit if a disability waiver of premium rider is attached to the Base Policy. We will deduct this charge from all scheduled OPP Premiums paid under this rider. It will be deducted prior to the expense charge and any other reduction. Each charge associated with this rider will continue to be deducted from all scheduled OPP Premiums we credit during total disability. This charge is shown on the Base Policy Data Pages.

5. **Reinstatement Of Rider** While the Insured is alive, this rider will be reinstated when the Base Policy is reinstated but we must receive evidence of insurability that is acceptable to us.

Additionally, the rider can be reinstated after it was terminated due to non-payment of OPP Premiums by the second anniversary or for 3 anniversaries in a row. Evidence of insurability will be required.

If this rider is reinstated, new Paid-Up Insurance can be purchased only as of a date that is on or after the date of the reinstatement. New 2 year Contestable Period of Rider and Suicide Exclusion periods will apply beginning on the date of reinstatement.

6. **Contract** This rider is made a part of the Base Policy, based on the application for the rider.

7. **Contestable Period Of Rider** We will not contest this rider, or any Paid-Up Insurance that does not exceed the OPP Premium Limit, after the rider has been in effect during the lifetime of the Insured for 2 years from its date of issue. Additionally, we will not contest any Excess Insurance after such insurance has been in effect for two years. Our right to contest is limited to material misstatements made in the original application, the application for an Excess Insurance purchase, or the reinstatement application, as appropriate. If the policy to which this rider is attached lapses, and is reinstated, we will not contest this rider after it has been in effect during the lifetime of the Insured for 2 years from the effective date of reinstatement.

We will not contest the payment of any life insurance proceeds attributable to the difference in rates due to a reclassification after such reclassification has been in effect for 2 years from the effective date of reclassification during the lifetime of the Insured. We will require evidence of insurability in cases of reclassification.

OPTION TO PURCHASE PAID-UP ADDITIONS (OPP) (Continued)

8. **Suicide Exclusion** Suicide of the Insured, while sane or insane, within 2 years of the date of issue of this rider, is not covered by this rider. In that event, this rider will end and the only amount payable will be all OPP Premiums paid under this rider, less any outstanding loan and accrued loan interest.

Suicide of the Insured within 2 years of the effective date of Excess Insurance, is not covered by this rider. In this event, this rider will end, and the only amount payable in connection with that Excess Insurance is the premium paid for that insurance.

9. **Values** The Paid-Up Insurance purchased by OPP Premiums has guaranteed cash value as shown on the OPP Rider Data Page, and loan value. It is eligible for dividends. Any dividends payable under this rider will be credited under the terms of the policy to which it is attached. Cash values and net single premiums are based on the mortality table shown on the OPP Rider Data Page. Continuous functions are used. Interest is compounded at 4%. During the policy year in which an OPP Premium is paid under this rider, the guaranteed cash value of Paid-Up Insurance purchased by that OPP Premium will be limited to the amount of that OPP Premium less charges and adjustment for any reduction as described in Section 3.
10. **Dates and Amounts** This rider will have the same date of issue as the Base Policy, unless the rider is added to a policy that is already in effect. If this rider is issued at the same time as the Base Policy, the date of issue is shown on the Base Policy Data Pages. If this rider is added to a policy that is already in effect, the rider date of issue is shown on rider data pages that we send you with a copy of this rider.
11. **When Rider Ends** This rider ends if:
- a) The Base Policy ends or is surrendered;
 - b) You send us your signed notice to cancel this rider. You can do this at any time;
 - c) No premium for Paid-Up Insurance is paid by the second anniversary or for 3 anniversaries in a row, unless premiums for the Base Policy are being waived on account of total disability; or
 - d) The Base Policy is in effect as paid-up insurance or extended term insurance resulting from non-payment of policy premiums.

Any Paid-Up Insurance in effect when this rider ends will continue, if the Base Policy continues. No new Paid-Up Insurance can be purchased unless this rider is reinstated.

It may happen that the Base Policy also includes a Dividend Option Term (DOT) Rider (referred to as "DOT" in this rider). If, during the Initial Premium Paying Period of the DOT rider, this rider ends for the reasons in (c) above, it will be automatically restored after the Initial Premium Paying Period of the DOT rider has ended.

NEW YORK LIFE INSURANCE COMPANY



Secretary



President

RIDER DATA PAGE
for**OPTION TO PURCHASE PAID-UP ADDITIONS RIDER (OPP)**

ADDITIONAL INFORMATION FOR THIS RIDER:

-THE MINIMUM UNSCHEDULED OPP PREMIUM PAYMENT REFERRED TO IN SECTION 2 IS \$100.

-THE TOTAL OF ALL SCHEDULED OPP PREMIUM PAYMENTS IN A POLICY YEAR REFERRED TO IN SECTION 2 IS \$120.

THE MORTALITY TABLE REFERRED TO IN SECTION 9 OF THIS RIDER IS:

-THE COMMISSIONER'S 2001 STANDARD ORDINARY MALE/FEMALE DISTINCT AND COMPOSITE ULTIMATE TABLES OF MORTALITY, ANB.

Table of Cash Values for Option To Purchase Paid-Up Additions Rider
(per \$1,000 of Paid-Up Insurance in effect at attained age indicated)

		MALE					
Attained Age	Cash Value						
0	63.72	25	150.10	50	349.69	75	689.48
1	65.34	26	155.18	51	361.20	76	703.81
2	67.42	27	160.43	52	373.02	77	718.06
3	69.75	28	165.84	53	385.10	78	732.13
4	72.28	29	171.49	54	397.44	79	745.92
5	74.98	30	177.38	55	409.98	80	759.33
6	77.78	31	183.52	56	422.69	81	772.34
7	80.68	32	189.92	57	435.58	82	784.86
8	83.70	33	196.59	58	448.64	83	796.96
9	86.85	34	203.51	59	461.97	84	808.67
10	90.11	35	210.70	60	475.56	85	819.94
11	93.50	36	218.15	61	489.35	86	830.68
12	96.99	37	225.86	62	503.27	87	840.83
13	100.56	38	233.85	63	517.25	88	850.32
14	104.23	39	242.08	64	531.24	89	859.15
15	107.97	40	250.58	65	545.25	90	867.29
16	111.73	41	259.35	66	559.30	91	874.75
17	115.54	42	268.38	67	573.43	92	881.78
18	119.37	43	277.66	68	587.68	93	888.42
19	123.31	44	287.19	69	602.06	94	894.65
20	127.36	45	296.95	70	616.61	95	900.44
21	131.57	46	306.93	71	631.26	96	905.74
22	135.95	47	317.17	72	645.99	97	910.82
23	140.49	48	327.67	73	660.57	98	915.66
24	145.21	49	338.50	74	675.06	99	920.21
						100	924.37
						101	927.97
						102	931.50
						103	934.95
						104	938.34
						105	941.64
						106	944.86
						107	948.00
						108	951.05
						109	954.02
						110	956.89
						111	959.68
						112	962.37
						113	964.98
						114	967.49
						115	969.92
						116	972.25
						117	974.50
						118	976.66
						119	978.73
						120	980.64
						121	1000.00

RIDER DATA PAGE
for
OPTION TO PURCHASE PAID-UP ADDITIONS RIDER (OPP)

ADDITIONAL INFORMATION FOR THIS RIDER:

-THE MINIMUM UNSCHEDULED OPP PREMIUM PAYMENT REFERRED TO IN SECTION 2 IS \$100.

-THE TOTAL OF ALL SCHEDULED OPP PREMIUM PAYMENTS IN A POLICY YEAR REFERRED TO IN SECTION 2 IS \$120.

THE MORTALITY TABLE REFERRED TO IN SECTION 9 OF THIS RIDER IS:

-THE COMMISSIONER'S 2001 STANDARD ORDINARY MALE/FEMALE DISTINCT AND COMPOSITE ULTIMATE TABLES OF MORTALITY, ANB.

Table of Cash Values for Option To Purchase Paid-Up Additions Rider
(per \$1,000 of Paid-Up Insurance in effect at attained age indicated)

		FEMALE					
Attained Age	Cash Value						
0	53.37	25	130.16	50	310.72	75	624.53
1	55.05	26	134.88	51	320.99	76	638.88
2	56.91	27	139.79	52	331.49	77	653.24
3	58.94	28	144.85	53	342.18	78	667.60
4	61.10	29	150.10	54	353.06	79	681.95
5	63.37	30	155.53	55	364.15	80	696.26
6	65.73	31	161.17	56	375.43	81	710.55
7	68.19	32	166.99	57	386.88	82	724.46
8	70.72	33	173.02	58	398.51	83	737.95
9	73.35	34	179.25	59	410.31	84	751.12
10	76.08	35	185.69	60	422.30	85	763.95
11	78.92	36	192.31	61	434.51	86	776.39
12	81.86	37	199.16	62	446.92	87	788.72
13	84.88	38	206.22	63	459.53	88	800.34
14	88.00	39	213.53	64	472.36	89	811.27
15	91.21	40	221.09	65	485.40	90	821.50
16	94.53	41	228.90	66	498.64	91	831.37
17	97.95	42	236.98	67	512.07	92	842.08
18	101.50	43	245.31	68	525.69	93	852.91
19	105.16	44	253.91	69	539.48	94	863.28
20	108.95	45	262.76	70	553.43	95	872.75
21	112.88	46	271.87	71	567.51	96	880.71
22	116.96	47	281.23	72	581.67	97	887.37
23	121.19	48	290.83	73	595.91	98	892.48
24	125.59	49	300.66	74	610.20	99	898.88
						100	905.70
						101	912.25
						102	918.57
						103	924.62
						104	930.36
						105	935.72
						106	940.60
						107	945.06
						108	949.12
						109	952.87
						110	956.28
						111	959.29
						112	962.00
						113	964.49
						114	967.32
						115	969.78
						116	972.11
						117	974.38
						118	976.33
						119	978.20
						120	980.64
						121	1000.00

POLICY INFORMATION

INSURED- [JOHN DOE] AGE – [35 MALE]
POLICY NUMBER- [00 000 000] CLASS OF RISK – [STANDARD]
POLICY DATE- [SEPTEMBER 1, 2008] DATE OF ISSUE – [SEPTEMBER 1, 2008]

OWNER- [INSURED]

PLAN- WHOLE LIFE WITH
[OPTION TO PURCHASE PAID-UP ADDITIONS (OPP)] AND
[DIVIDEND OPTION TERM (DOT)]

AMOUNT	FACE AMOUNT	[\$100,000]
	[DIVIDEND OPTION TERM (TARGET FACE AMOUNT)]	[\$250,000]

BENEFICIARY
(subject to change) [FIRST: MARY DOE, WIFE OF INSURED
SECOND: JOHN DOE, JR., SON OF INSURED]

SEE CONTINUATION OF PAGE 2

PREMIUM SCHEDULE**BASE POLICY PREMIUM****PREMIUMS PAYABLE ON THE [ANNUAL] MODE**

BEGINNING AS OF			
MO.	DAY	YEAR	PREMIUM
09	01	2008	[\$1,619.00]

PREMIUM PAYABLE ON EACH PREMIUM DUE DATE UNTIL			
09	01	2073	SCHEDULED PAID-UP DATE

RIDER PREMIUMS

ADDITIONAL AMOUNTS SHOWN BELOW MUST BE ADDED TO THE BASE POLICY PREMIUM SHOWN ABOVE TO DETERMINE THE TOTAL PREMIUM AMOUNT TO BE PAID. ADDITIONAL AMOUNTS FOR RIDERS ARE NO LONGER PAYABLE AFTER RIDER ENDS. SEE RIDER FORM FOR DETAILS.

			DOT#4
09	01	2008	[\$557.50]
09	01	2015	-

FIRST YEAR PREMIUM PAYMENT

THE TOTAL PREMIUM AMOUNT REQUIRED TO BE PAID FOR THE FIRST YEAR FOR ALL MODES AVAILABLE, IS SHOWN BELOW. THESE AMOUNTS INCLUDE THE AMOUNTS FOR ADDITIONAL RIDERS OR OTHER BENEFITS. PAYMENT OF THE POLICY PREMIUM BY A MODE OTHER THAN ANNUAL WILL RESULT IN A HIGHER TOTAL PREMIUM BEING PAID EACH YEAR.

ANNUAL	SEMIANNUAL	QUARTERLY	MONTHLY	C-O-M
[\$2,176.50]	[\$1,134.40]	[\$ 581.20]	[\$ 201.95]	[\$ 192.50]
[\$2,176.50]	[\$2,268.80]	[\$2,324.80]	[\$2,423.40]	[\$2,310.00] (Total premium payable)

FOOTNOTES

#4 The Initial Premium Paying Period for the DOT rider is the first 7 policy years. See the DOT RIDER DATA PAGE for amounts due in policy years 8 and later.

ADDITIONAL POLICY INFORMATION

THE INTEREST RATE REFERRED TO IN SECTION 7.14 IS 4% PER YEAR.

THE MORTALITY TABLES REFERRED TO IN SECTION 7.14 ARE THE COMMISSIONER'S 2001 STANDARD ORDINARY MALE/FEMALE DISTINCT AND COMPOSITE ULTIMATE TABLES OF MORTALITY, ANB.

ADDITIONAL RIDER INFORMATION

OPTION TO PURCHASE PAID-UP ADDITIONS (OPP) RIDER

The expense charge applied to all payments made under the OPP rider will not exceed [3.0]%.

The OPP Premium Limit, applicable to all payments made under the rider, which is based on a standard class of risk and referred to in the rider, is \$[1,554.00].

TABLE OF GUARANTEED VALUES**OPTIONS UPON LAPSE**

END OF POLICY YEAR	CASH VALUE	PAID-UP INSURANCE OR EXTENDED INSURANCE		END OF POLICY YEAR	
		YEARS	DAYS		
1	*****	***	**	***	1
2	*****	***	**	***	2
3	\$ 692.00	\$ 3,000.00	4	227	3
4	1,759.00	7,300.00	9	182	4
5	2,960.00	11,900.00	13	224	5
6	4,314.00	16,700.00	16	278	6
7	5,703.00	21,300.00	19	26	7
8	7,127.00	25,700.00	20	280	8
9	8,587.00	30,000.00	22	9	9
10	10,078.00	34,000.00	23	4	10
11	11,356.00	37,000.00	23	183	11
12	12,666.00	40,000.00	23	326	12
13	14,008.00	42,800.00	24	66	13
14	15,394.00	45,500.00	24	131	14
15	16,824.00	48,200.00	24	167	15
16	18,297.00	50,700.00	24	179	16
17	19,809.00	53,200.00	24	169	17
18	21,354.00	55,500.00	24	140	18
19	22,932.00	57,700.00	24	92	19
20	24,537.00	59,900.00	24	28	20
AGE 60	32,925.00	69,300.00	22	236	AGE 60
AGE 65	41,840.00	76,800.00	20	243	AGE 65

This Table assumes premiums have been paid to the end of the Policy Year shown. These values do not include any dividend accumulations, cash value of paid-up additional insurance or policy loans.

Values for the end of a Policy Year not shown will be provided on request.

Dividends are not guaranteed to be paid.

POLICY INFORMATION

INSURED – **[JOHN DOE]** AGE - **[35 MALE]**
POLICY NUMBER – **[00 000 000]** CLASS OF RISK – **[STANDARD]**
POLICY DATE – **[SEPTEMBER 1, 2008]** DATE OF ISSUE – **[SEPTEMBER 1, 2008]**

OWNER – **[INSURED]**

PLAN **MODIFIED PREMIUM WHOLE LIFE WITH
[OPTION TO PURCHASE PAID-UP ADDITIONS (OPP)] AND
[DIVIDEND OPTION TERM (DOT)]**

AMOUNT **FACE AMOUNT** **[\$250,000]**
DIVIDEND OPTION TERM (TARGET FACE AMOUNT) **[\$250,000]**

BENEFICIARY
(subject to change) **[FIRST - MARY DOE, WIFE OF INSURED
SECOND - JOHN DOE, JR., SON OF INSURED]**

SEE CONTINUATION OF PAGE 2

POLICY NUMBER - [00 000 000]

INSURED - [JOHN DOE]

PREMIUM SCHEDULE

BASE POLICY PREMIUM

PREMIUMS PAYABLE ON THE [ANNUAL] MODE

BEGINNING AS OF			
MO.	DAY	YEAR	PREMIUM
09	01	2008	\$[3,507.50]
09	01	2013	\$[4,110.00]

AN INCREASED BASE POLICY PREMIUM IS PAYABLE IN POLICY YEARS 6 AND LATER

PREMIUMS PAYABLE ON EACH PREMIUM DUE DATE UNTIL			
09	01	2073	SCHEDULED PAID-UP DATE

RIDER PREMIUMS

ADDITIONAL AMOUNTS SHOWN BELOW MUST BE ADDED TO THE BASE POLICY PREMIUM SHOWN ABOVE TO DETERMINE THE TOTAL PREMIUM AMOUNT TO BE PAID. ADDITIONAL AMOUNTS FOR RIDERS ARE NO LONGER PAYABLE AFTER RIDER ENDS. SEE RIDER FORM FOR DETAILS.

			DOT#4
09	01	2008	\$[557.50]
09	01	2015	-

FIRST YEAR PREMIUM PAYMENT

THE TOTAL PREMIUM AMOUNT REQUIRED TO BE PAID FOR THE FIRST YEAR FOR ALL MODES AVAILABLE, IS SHOWN BELOW. THESE AMOUNTS INCLUDE THE AMOUNTS FOR ADDITIONAL RIDERS OR OTHER BENEFITS. PAYMENT OF THE POLICY PREMIUM BY A MODE OTHER THAN ANNUAL WILL RESULT IN A HIGHER TOTAL PREMIUM BEING PAID EACH YEAR.

ANNUAL	SEMIANNUAL	QUARTERLY	MONTHLY	C-O-M
\$[4,065.00]	\$[2,118.50]	\$[1,083.25]	\$[375.75]	\$[359.00]
\$[4,065.00]	\$[4,237.00]	\$[4,333.00]	\$[4,509.00]	\$[4,308.00] (Total premium payable)

FOOTNOTES

#4 The Initial Premium Paying Period for the DOT rider is the first 7 policy years. See the DOT Rider Data Page for amounts due in policy years 8 and later.

POLICY NUMBER – [00 000 000]

INSURED – [JOHN DOE]

ADDITIONAL POLICY INFORMATION

THE INTEREST RATE REFERRED TO IN SECTION 7.14 IS 4% PER YEAR.

THE MORTALITY TABLES REFERRED TO IN SECTION 7.14 ARE THE COMMISSIONER'S 2001 STANDARD ORDINARY MALE/FEMALE DISTINCT AND COMPOSITE ULTIMATE TABLES OF MORTALITY, ANB.

ADDITIONAL RIDER INFORMATION

OPTION TO PURCHASE PAID-UP ADDITIONS (OPP) RIDER

The expense charge applied to all payments made under the OPP rider will not exceed [3.0]%

The OPP Premium Limit, applicable to all payments made under the rider, which is based on a standard class of risk and referred to in the rider, is **[\$[3,407.50]**. This amount increases to **[\$[4,010.00]** in the sixth policy year.

TABLE OF GUARANTEED VALUES

OPTIONS UPON LAPSE

END OF POLICY YEAR	CASH VALUE	PAID-UP INSURANCE OR EXTENDED INSURANCE	YEARS		END OF POLICY YEAR
			YEARS	DAYS	
1	*****	***	**	***	1
2	*****	***	**	***	2
3	\$ 615.00	\$ 2,750.00	1	264	3
4	2,880.00	12,000.00	6	259	4
5	5,810.00	23,250.00	11	75	5
6	9,230.00	35,750.00	15	21	6
7	12,745.00	47,500.00	17	249	7
8	16,342.50	59,000.00	19	245	8
9	20,027.50	69,750.00	21	40	9
10	23,795.00	80,250.00	22	76	10
11	27,007.50	88,000.00	22	281	11
12	30,302.50	95,750.00	23	80	12
13	33,680.00	103,000.00	23	207	13
14	37,167.50	110,000.00	23	295	14
15	40,765.00	116,750.00	23	348	15
16	44,467.50	123,250.00	24	9	16
17	48,272.50	129,500.00	24	11	17
18	52,160.00	135,500.00	23	359	18
19	56,130.00	141,250.00	23	322	19
20	60,165.00	147,000.00	23	267	20
AGE 60	81,267.50	171,000.00	22	146	AGE 60
AGE 65	103,695.00	190,250.00	20	175	AGE 65

This Table assumes premiums have been paid to the end of the Policy Year shown. These values do not include any dividend accumulations, cash value of paid-up additional insurance or policy loans.

Values for the end of a Policy Year not shown will be provided on request.

Dividends are not guaranteed to be paid.

PREMIUM SCHEDULE**BASE POLICY PREMIUM****PREMIUMS PAYABLE ON THE [ANNUAL] MODE**

BEGINNING AS OF			
MO.	DAY	YEAR	PREMIUM
09	01	2008	[\$[1,072.50]

PREMIUM PAYABLE ON EACH PREMIUM DUE DATE UNTIL			
09	01	2038	SCHEDULED PAID-UP POLICYDATE #8

RIDER PREMIUMS

ADDITIONAL AMOUNTS SHOWN BELOW MUST BE ADDED TO THE BASE POLICY PREMIUM SHOWN ABOVE TO DETERMINE THE TOTAL PREMIUM AMOUNT TO BE PAID. ADDITIONAL AMOUNTS FOR RIDERS ARE NO LONGER PAYABLE AFTER RIDER ENDS. SEE RIDER FORM FOR DETAILS.

			DOT#9
09	01	2008	[\$[223.00]
09	01	2015	-

FIRST YEAR PREMIUM PAYMENT

THE TOTAL PREMIUM AMOUNT REQUIRED TO BE PAID FOR THE FIRST YEAR FOR ALL MODES AVAILABLE, IS SHOWN BELOW. THESE AMOUNTS INCLUDE THE AMOUNTS FOR ADDITIONAL RIDERS OR OTHER BENEFITS. PAYMENT OF THE POLICY PREMIUM BY A MODE OTHER THAN ANNUAL WILL RESULT IN A HIGHER TOTAL PREMIUM BEING PAID EACH YEAR.

ANNUAL	SEMIANNUAL	QUARTERLY	MONTHLY	C-O-M
\$[1,295.50]	[\$[677.50]	[\$[349.60]	[\$[125.60]	[\$[115.10]
\$[1,295.50]	[\$[1,355.00]	[\$[1,398.40]	[\$[1,507.20]	[\$[1,381.20] (Total premium payable)

FOOTNOTES

[#8 With the exception of premiums for the DOT rider, if the DOT rider is in effect on this date.]

[#9 The Initial Premium Paying Period for the DOT rider is the first [7] policy years. See the DOT Rider Data Page for amounts due in policy years [8] and later. THE DOT RIDER IS NOT PAID UP ON THE SCHEDULED PAID-UP POLICY DATE.]

ADDITIONAL POLICY INFORMATION

THE INTEREST RATE REFERRED TO IN SECTION 7.14 IS 4% PER YEAR.

AFTER THE SCHEDULED PAID-UP POLICY DATE AND IF THE BASE POLICY IS PAID-UP, THE LOAN INTEREST RATE MAY BE LESS THAN THE RATE DESCRIBED IN SECTION 4.4. THEREFORE, YOU SHOULD CONTACT CUSTOMER SERVICE TO FIND OUT THE RATE AVAILABLE TO YOU BEFORE INITIATING A LOAN. IN NO EVENT WILL THIS RATE BE LESS THAN THE GUARANTEED MINIMUM INTEREST RATE SET FORTH IN SECTION 4.4.

THE MORTALITY TABLES REFERRED TO IN SECTION 7.14 ARE THE COMMISSIONER'S 2001 STANDARD ORDINARY MALE/ FEMALE DISTINCT AND COMPOSITE ULTIMATE TABLES OF MORTALITY, ANB.

ADDITIONAL RIDER INFORMATION**OPTION TO PURCHASE PAID-UP ADDITIONS (OPP) RIDER**

The expense charge applied to all payments made under the OPP rider will not exceed [3.0]%.

The OPP Premium Limit, applicable to all payments made under the rider, which is based on a standard class of risk and referred to in the rider, is \$[972.50]

TABLE OF GUARANTEED VALUES**OPTIONS UPON LAPSE**

END OF POLICY YEAR	CASH VALUE	PAID-UP INSURANCE OR EXTENDED INSURANCE		END OF POLICY YEAR	
		YEARS	DAYS		
1	*****	***	**	***	1
2	\$ 599.50	\$ 2,700.00	8	6	2
3	1,220.50	5,250.00	13	94	3
4	1,862.00	7,700.00	17	38	4
5	2,525.50	10,100.00	19	272	5
6	3,211.50	12,400.00	21	277	6
7	3,919.50	14,650.00	23	83	7
8	4,649.00	16,750.00	24	135	8
9	5,400.00	18,850.00	25	115	9
10	6,172.50	20,800.00	26	41	10
11	6,966.00	22,700.00	26	276	11
12	7,782.50	24,550.00	27	94	12
13	8,622.50	26,350.00	27	238	13
14	9,492.50	28,050.00	27	352	14
15	10,392.50	29,750.00	28	73	15
16	11,322.00	31,350.00	28	133	16
17	12,280.50	32,950.00	28	171	17
18	13,265.50	34,450.00	28	193	18
19	14,278.00	35,950.00	28	202	19
20	15,315.00	37,400.00	28	205	20
AGE 60	20,900.50	43,950.00	28	251	AGE 60
AGE 65	27,262.50	****	**	***	AGE 65

This Table assumes premiums have been paid to the end of the policy year shown. These values do not include any dividend accumulations, cash value of paid-up additional insurance or policy loans.

Values for the end of a policy year not shown will be provided on request.

Dividends are not guaranteed to be paid.

<i>SERFF Tracking Number:</i>	<i>NYPX-125494174</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>38225</i>
<i>Company Tracking Number:</i>	<i>208-50.49, ET-AL</i>		
<i>TOI:</i>	<i>L071 Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L071.101 Fixed/Indeterminate Premium - Single Life</i>
<i>Product Name:</i>	<i>AD108 Whole Life Series</i>		
<i>Project Name/Number:</i>	<i>AD108 Whole Life Series/208-50.49, et-al</i>		

Rate Information

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>NYPX-125494174</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>38225</i>
<i>Company Tracking Number:</i>	<i>208-50.49, ET-AL</i>	<i>Sub-TOI:</i>	<i>L071.101 Fixed/Indeterminate Premium - Single Life</i>
<i>TOI:</i>	<i>L071 Individual Life - Whole</i>		
<i>Product Name:</i>	<i>AD108 Whole Life Series</i>		
<i>Project Name/Number:</i>	<i>AD108 Whole Life Series/208-50.49, et-al</i>		

Supporting Document Schedules

Satisfied -Name:	Certification/Notice	Review Status:	02/19/2008
Comments:			
Attachment:	Compliance Certification.PDF		

Bypassed -Name:	Application	Review Status:	02/19/2008
Bypass Reason:	n/a		
Comments:			

Satisfied -Name:	AR-Cover Letter	Review Status:	04/02/2008
Comments:			
Attachment:	AR-Cover Letter.PDF		

Satisfied -Name:	Readability Certification - AR	Review Status:	02/19/2008
Comments:			
Attachment:	Readability Certification - AR.PDF		

Satisfied -Name:	Actuary Illustration Certification	Review Status:	02/19/2008
Comments:			
Attachment:	Actuary Illustration Certification.PDF		

Satisfied -Name:	L & H Guaranty Notice	Review Status:	02/19/2008
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SERFF Tracking Number: NYPX-125494174 *State:* Arkansas
Filing Company: New York Life Insurance Company *State Tracking Number:* 38225
Company Tracking Number: 208-50.49, ET-AL
TOI: L071 Individual Life - Whole *Sub-TOI:* L071.101 Fixed/Indeterminate Premium - Single Life

Product Name: AD108 Whole Life Series
Project Name/Number: AD108 Whole Life Series/208-50.49, et-al

Comments:

Attachment:

L & H Guaranty Notice.PDF

SERFF Tracking Number: NYPX-125494174 State: Arkansas
Filing Company: New York Life Insurance Company State Tracking Number: 38225
Company Tracking Number: 208-50.49, ET-AL
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: AD108 Whole Life Series
Project Name/Number: AD108 Whole Life Series/208-50.49, et-al

Review Status:

Satisfied -Name: AR Compliant Notice

02/19/2008

Comments:

Attachment:

AR Compliant Notice.PDF

New York Life Insurance and Annuity Corporation

Forms: 208-50.49, 0850WL-2, 0850MP-2, 0850LP-2, 208-330, 208-265.

We are in compliance with Regulation 34 and Bulletin 11-83.

New York Life Insurance and Annuity Corporation
Company



Linda E. LoPinto

Corporate Vice President
Title

February 19, 2008
Date

April 2, 2008

Hon. Julie Benafield Bowman
Insurance Commissioner
Arkansas Insurance Department
Division of Compliance
Life and Health
1200 West Third Street
Little Rock, AR 72201-1904

Re: New York Life Insurance Company (NYLIC)
Individual Life Insurance
NAIC #: 82666915
FEIN# 13-5582869
Company ID # 826 66915
Contact Person: Linda E. LoPinto
New Whole Life Policy, form 208-50.49 et. al.

Dear Commissioner:

We are enclosing for approval a new Whole Life policy form, 208-50.49, specimen data pages for the 3 plans that will be written on that policy and 2 new supplementary benefit rider forms. Please see the chart below for more information.

New Form Number	Form Description	Replaced Form Number	Previous Approval Date
208-50.49	Whole Life Policy	205-50.49	8/26/2005
0850WL-2	Data pages for Whole Life plan	0550-2	8/26/2005
0850MP-2	Data pages for Modified Premium WL plan	0550MP-2	8/26/2005
0850LP-2	Data pages for Custom Whole Life plan	0550LP.49-2	3/7/2006
208-330	Option to Purchase Paid-up Additions (OPP) rider	998-330	7/10/1998
208-265	Dividend Term Option (DOT) rider	205-265	12/16/2004

Policy Form

The enclosed policy form is a Whole Life contract which has been redesigned as part of our efforts to streamline and distinguish our Whole Life products, specifically our Whole Life, Modified Premium Whole Life and Custom Whole Life plans, all of which will be written on policy form 208-50.49.

Cash values and premium rates are based on the new 2001 Commissioner's Standard Ordinary Tables of Mortality, with continuous functions. Interest is compounded annually at 4%. Additional information is given in the enclosed Actuarial Memorandum. (The plans being replaced are based on the 1980 CSO Tables.)

All Settlement Options other than single sum have been discontinued.

The enclosed new policy contains Policy Data pages applicable to our Whole Life plan. Also attached are sample specification pages applicable to our Modified Premium Whole Life (MPWL) plan and our Custom Whole Life (CWL) plan which will also be written on the enclosed policy form.

WL is available at issue ages 0-90, at face amounts of \$25,000 and over for issue ages 18 – 90 and face amounts of \$10,000 and over for issues ages 0-17. MPWL will be available at issue ages 30-85, at face amounts of \$250,000 and over.

New York Life Custom Whole Life (CWL) is a whole life plan with a specified premium paying period that the policyowner chooses at the time of application. The premium paying period for the CWL plan must be a minimum of 5 years and the maximum number of years is to attained age 75. The minimum face amount at issue ages 18-70 is \$50,000 and for issue ages 0-17 it is \$25,000.

For your information, illustrative John Doe information on the enclosed specification data pages is shown in bold, italicized print and variable information and rider footnotes are bracketed.

Additional information is included in the enclosed Actuarial Memorandum. We are planning to introduce this new policy September 15, 2008.

In addition, the following disclosure language will be included on the Policy Data page of all policies issued to juvenile Insured (ages 0-17):

“NOTICE TO POLICYOWNERS OF CONTRACTS INSURING JUVENILE INSUREDS: THE PREMIUM RATE THAT IS AVAILABLE FOR JUVENILE INSUREDS DOES NOT DIFFERENTIATE SMOKERS FROM NON-SMOKERS. THE RATE IS A COMPOSITE, OR BLENDED RATE.”

Rider Forms

Rider form 208-330, Option to Purchase Paid-up Additions (OPP) allows a policyowner to purchase paid-up additional insurance without providing evidence of insurability. OPP purchases can be made on the policy date and on each policy anniversary. The effective date of the new paid-up insurance will be the date the single premium for the new insurance is received, provided the insured is living at that time.

Rider form 208-265, Dividend Option Term (DOT), allows a policyowner to combine decreasing term insurance and the Base plan to provide a mix of term insurance and permanent insurance that is equal to the policyowner's desired target face amount. Each year the amount of DOT insurance is decreased automatically by the increase in paid-up additions. The out-of-pocket premium for the DOT rider is due for the first seven policy years (a change from the current rider's first five year out-of-pocket premium requirement). Thereafter, internal policy values are used to pay the DOT rider premium. An additional out-of-pocket premium will be required if policy values are not sufficient or the policyowner can decide to accept a lower target face amount.

Illustrations

In accordance with your Department's requirements, we wish to inform you that the enclosed plans will be marketed with an illustration. The Illustration Actuary Certification required by your Department is attached.

A list of the previously approved supplementary benefit rider forms that will continue to be available with the enclosed new policy form are shown in the attached Appendix.

I hope this information is satisfactory and that we will receive your Department's approval of this submission at your earliest convenience. If you need additional information, please feel free to call me toll free at 1-877-464-0198.

Sincerely,



Corporate Vice President
Individual Life Department

Encl

Appendix

NEW YORK LIFE INSURANCE COMPANY

PREVIOUSLY APPROVED RIDERS FOR USE WITH WHOLE LIFE POLICY
FORM 208-50.49

<i>Rider Form Number</i>	<i>Title</i>	<i>Approval Date</i>
991-495	Accelerated Benefits	8/2/1991
996-250	Modification of Premium Guarantee	5/21/1996
996-450	Term Insurance on Other Covered Insured	6/25/1996
978-432	Insurance Exchange	9/2/1977
201-800	UPromise Account	1/7/2002
205-375	Spouse's Paid-up Insurance Purchase Option	3/17/2005

NEW YORK LIFE INSURANCE COMPANY

READABILITY CERTIFICATION

I certify that the forms listed on the attached page(s) meet the standards of your State's Readability Laws.

NEW YORK LIFE INSURANCE COMPANY

Linda E. LoPinto

Signature

Linda E. LoPinto

Name

Corporate Vice President

Title

February 19, 2008

Date

NEW YORK LIFE INSURANCE COMPANY

Flesch Scores for forms submitted with this filing are:

<u>Form No.</u>	<u>Flesch Score</u>
208-50.49	54
208-265	60
208-330	68

New York Life Insurance Company

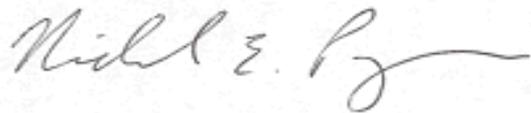
Initial Illustration Actuary Certification For New Policy Forms

I, Nicholas E. Pasyanos, Vice President and Actuary to New York Life Insurance Company, am a member of the American Academy of Actuaries (the "Academy") in good standing. I was appointed by the Board of Directors of said insurer (the "Board") to be the illustration actuary for individual life products, as required by the applicable state requirements governing the illustration of life insurance products. The appointment was documented in the minutes of the Board dated May 17, 2006. I meet the Academy requirements for making this certification and the requirements of applicable state statutes or regulations.

Scales of non-guaranteed elements used in illustrating the insurance policy(s)/rider(s) shown below meet the applicable state requirements governing the illustration of life insurance products and are in conformity with the Actuarial Standard of Practice for Compliance No. 24 of the NAIC Life Insurance Illustration Model Regulation promulgated by the Actuarial Standards Board.

- Non-guaranteed elements illustrated for new policy(s)/rider(s) may not be the same as those illustrated for similar inforce policies.
- Illustrated non-guaranteed elements for new policy(s)/rider(s) subject to this regulation are consistent with the non-guaranteed elements actually credited or charged to the same or similar forms.
- The minimum expenses used in the calculation of the disciplined current scale for all policy(s)/rider(s) forms subject to this regulation were Fully Allocated.

Form No.	Policy/Rider Title	Marketing Title
208-50 (Series; some state variations apply)	Whole Life Policy	AD108 WL/MPWL/ New York Life Custom WL
208-330 (Series; some state variations apply)	Option to Purchase Paid-Up Addition Rider	
208-265 (Series; some state variations apply)	Dividend Term Option Rider	



Nicholas E. Pasyanos, FSA, MAAA
Illustration Actuary

January 17, 2008

Date

**LIMITATIONS AND EXCLUSIONS UNDER THE
ARKANSAS LIFE AND HEALTH INSURANCE
GUARANTY ASSOCIATION ACT**

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The Insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC")(whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 – no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values – again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION (NYLIAC - A DELAWARE CORP.)

**51 Madison Avenue, New York, New York 10010
Tel. No. (212) 576-7000**

Policyholder Service Office: 1-888-695-4748

NOTICE: Should you have any questions about your policy, write to or call the company shown above that issued the policy. If you need any additional information, you may also contact the agent whose card is attached. If the question is not resolved, you may also write or call: Arkansas Insurance Department, Consumer Services Division, 1200 West Third Street, Little Rock, Arkansas 72201-1904. Telephone: 1-501-371-2600 or 1-800-852-5494.

<i>SERFF Tracking Number:</i>	<i>NYPX-125494174</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>38225</i>
<i>Company Tracking Number:</i>	<i>208-50.49, ET-AL</i>		
<i>TOI:</i>	<i>L071 Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L071.101 Fixed/Indeterminate Premium - Single Life</i>
<i>Product Name:</i>	<i>AD108 Whole Life Series</i>		
<i>Project Name/Number:</i>	<i>AD108 Whole Life Series/208-50.49, et-al</i>		

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Supporting Document	AR-Cover Letter	02/19/2008	AR-Cover Letter.PDF

February 19, 2008

Hon. Julie Benafield Bowman
Insurance Commissioner
Arkansas Insurance Department
Division of Compliance
Life and Health
1200 West Third Street
Little Rock, AR 72201-1904

Re: New York Life Insurance Company (NYLIC)
Individual Life Insurance
NAIC #: 82666915
FEIN# 13-5582869
Company ID # 826 66915
Contact Person: Linda E. LoPinto
New Whole Life Policy, form 208-50.49 et. al.

Dear Commissioner:

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0850LP-2	Data pages for Custom Whole Life plan	0550LP.49-2	3/7/2006
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Policy Form

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Cash values and premium rates are based on the new 2001 Commissioner's Standard Ordinary Tables of Mortality, with continuous functions. Interest is compounded annually at 4%. Additional information is given in the enclosed Actuarial Memorandum. (The plans being replaced are based on the 1980 CSO Tables.)

All Settlement Options other than single sum have been discontinued.

The enclosed new policy contains Policy Data pages applicable to our Whole Life plan. Also attached are sample specification pages applicable to our Modified Premium Whole Life (MPWL) plan and our Custom Whole Life (CWL) plan which will also be written on the enclosed policy form.

WL is available at issue ages 0-90, at face amounts of \$25,000 and over for issue ages 18 – 90 and face amounts of \$10,000 and over for issues ages 0-17. MPWL will be available at issue ages 35-70, at face amounts of \$100,000 and over.

New York Life Custom Whole Life (CWL) is a whole life plan with a specified premium paying period that the policyowner chooses at the time of application. The premium paying period for the CWL plan must be a minimum of 5 years and the maximum number of years is to attained age 75. The minimum face amount at issue ages 18-70 is \$50,000 and for issue ages 0-17 it is \$25,000.

For your information, illustrative John Doe information on the enclosed specification data pages is shown in bold, italicized print and variable information and rider footnotes are bracketed.

Additional information is included in the enclosed Actuarial Memorandum. We are planning to introduce this new policy September 15, 2008.

In addition, the following disclosure language will be included on the Policy Data page of all policies issued to juvenile Insured (ages 0-17):

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Rider Forms

Rider form 208-330, Option to Purchase Paid-up Additions (OPP) allows a policyowner to purchase paid-up additional insurance without providing evidence of insurability. OPP purchases can be made on the policy date and on each policy anniversary. The effective date of the new paid-up insurance will be the date the single premium for the new insurance is received, provided the insured is living at that time.

Rider form 208-265, Dividend Option Term (DOT), allows a policyowner to combine decreasing term insurance and the Base plan to provide a mix of term insurance and permanent insurance that is equal to the policyowner's desired target face amount. Each year the amount of DOT insurance is decreased automatically by the increase in paid-up additions. The out-of-pocket premium for the DOT rider is due for the first seven policy years (a change from the current rider's first five year out-of-pocket premium requirement). Thereafter, internal policy values are used to pay the DOT rider premium. An additional out-of-pocket premium will be required if policy values are not sufficient or the policyowner can decide to accept a lower target face amount.

Illustrations

In accordance with your Department's requirements, we wish to inform you that the enclosed plans will be marketed with an illustration. The Illustration Actuary Certification required by your Department is attached.

A list of the previously approved supplementary benefit rider forms that will continue to be available with the enclosed new policy form are shown in the attached Appendix.

I hope this information is satisfactory and that we will receive your Department's approval of this submission at your earliest convenience. If you need additional information, please feel free to call me toll free at 1-877-464-0198.

Sincerely,



Corporate Vice President
Individual Life Department

Encl

Appendix

NEW YORK LIFE INSURANCE COMPANY

PREVIOUSLY APPROVED RIDERS FOR USE WITH WHOLE LIFE POLICY
FORM 208-50.49

<i>Rider Form Number</i>	<i>Title</i>	<i>Approval Date</i>
991-495	Accelerated Benefits	8/2/1991
996-250	Modification of Premium Guarantee	5/21/1996
996-450	Term Insurance on Other Covered Insured	6/25/1996
978-432	Insurance Exchange	9/2/1977
201-800	UPromise Account	1/7/2002
205-375	Spouse's Paid-up Insurance Purchase Option	3/17/2005