

SERFF Tracking Number: NYPX-125727297 State: Arkansas  
Filing Company: New York Life Insurance & Annuity Corporation State Tracking Number: 39553  
Company Tracking Number: 308-952, ET AL.  
TOI: L06G Group Life - Variable Sub-TOI: L06G.002 Single Life - Flexible Premium  
Product Name: Pinnacle PPVUL Riders- Group  
Project Name/Number: Pinnacle PPVUL Riders- Group/308-952, et al.

## Filing at a Glance

Company: New York Life Insurance & Annuity Corporation

Product Name: Pinnacle PPVUL Riders- Group SERFF Tr Num: NYPX-125727297 State: ArkansasLH

TOI: L06G Group Life - Variable

SERFF Status: Closed

State Tr Num: 39553

Sub-TOI: L06G.002 Single Life - Flexible  
Premium

Co Tr Num: 308-952, ET AL.

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Author: SPI

Disposition Date: 07/10/2008

NYLProductCompliance

Date Submitted: 07/09/2008

Disposition Status: Approved

Implementation Date Requested:

Implementation Date:

State Filing Description:

## General Information

Project Name: Pinnacle PPVUL Riders- Group

Project Number: 308-952, et al.

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 07/10/2008

State Status Changed: 07/10/2008

Corresponding Filing Tracking Number:

Filing Description:

Please see attached Cover Letter.

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Discretionary

Deemer Date:

## Company and Contact

### Filing Contact Information

Sean Hebron, SENIOR CONTRACT

SERFF Tracking Number: NYPX-125727297 State: Arkansas  
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Project Name/Number: Pinnacle PPVUL Riders- Group/308-952, et al.

**ASSISTANT**

51 Madison Avenue (212) 576-4809 [Phone]  
New York, NY 10010 (212) 447-4141[FAX]

**Filing Company Information**

New York Life Insurance & Annuity Corporation CoCode: 91596 State of Domicile: Delaware  
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: 13-3044743  
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## Filing Fees

Fee Required? Yes  
Fee Amount: \$100.00  
Retaliatory? No  
Fee Explanation:  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
New York Life Insurance & Annuity Corporation	\$100.00	07/09/2008	21311307

SERFF Tracking Number: NYPX-125727297 State: Arkansas  
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	07/10/2008	07/10/2008

SERFF Tracking Number: NYPX-125727297 State: Arkansas  
Filing Company: New York Life Insurance & Annuity Corporation State Tracking Number: 39553  
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Product Name: Pinnacle PPVUL Riders- Group  
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## Disposition

Disposition Date: 07/10/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NYPX-125727297 State: Arkansas  
 Filing Company: New York Life Insurance & Annuity Corporation State Tracking Number: 39553  
 Company Tracking Number: 308-952, ET AL.  
 TOI: L06G Group Life - Variable Sub-TOI: L06G.002 Single Life - Flexible Premium  
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Application		No
Supporting Document	Certification/Notice		Yes
Supporting Document	Sample Data Page 0841C-2.4, Sample Unisex Data Page 0841C-2.4, Sample Data Page 0841C-2.5		Yes
Supporting Document	Cover Letter		Yes
Supporting Document	Redacted Actuarial Memoranda		No
Form	Rider Scheduled Supplementary Term (SSTR)		Yes
Form	Rider Supplementary Term (STR)		Yes

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## Form Schedule

Lead Form Number: 308-952

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	308-952	Certificate	Rider Scheduled Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: 301-952 Previous Filing #:	53	308-952.PDF
	308-955	Certificate	Rider Supplementary Initial Amendmen t, Insert Page, Endorseme nt or Rider			53	308-955 .PDF

# NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

## RIDER

### SCHEDULED SUPPLEMENTARY TERM (SSTR)

- 1. Is A Benefit Payable Under The Rider?** We will pay the Term Insurance Benefit to the Beneficiary, when We have proof that the Insured died while the Rider is in effect, subject to the General Provisions Section of the Certificate, and when a claim for the life insurance proceeds under the Certificate has been made.
- 2. What Is The Amount Of The Benefit Under The Rider?** The Term Insurance Face Amount plus the Face Amount of the Certificate equals the Target Face Amount. On each Monthly Deduction Day the Term Insurance Benefit is adjusted to reflect increases or decreases in the Target Face Amount and in the Life Insurance Benefit described in subsection 1.3 of the Certificate. The Term Insurance Benefit is set in accordance with the Life Insurance Benefit Option that is in effect on the Certificate:

**Option 1** - The Term Insurance Benefit equals the Target Face Amount minus the Life Insurance Benefit amount.

**Option 2** - The Term Insurance Benefit equals the Target Face Amount plus the Cash Value minus the Life Insurance Benefit amount.

**Option 3** - The Term Insurance Benefit equals the Target Face Amount plus the Cumulative Premium Amount minus the Life Insurance Benefit amount.

The Term Insurance Benefit will not be set below zero.

If the Face Amount of the Certificate is changed, We will make a corresponding increase or decrease to the Target Face Amount.

The initial Term Insurance Benefit and the initial Target Face Amount are included among the Certificate Data pages

- 3. What Schedule Of Changes In The Term Insurance Face Amount Is Permissible?** The schedule of changes in the Term Insurance Face Amount may either only increase or only decrease. The schedule may not include both increases and decreases. Changes in the Term Insurance Face Amount may take place only on a Certificate Anniversary.

The schedule of changes in the Term Insurance Face Amount for the amounts and the years You specified in the application are included among the Certificate Data pages.

- 4. May The Schedule Of Changes In The Term Insurance Face Amount Be Modified?** The schedule of changes in the Term Insurance Face Amount is determined by You in the application. This schedule may not be modified unless We agree. Evidence of insurability may be required. Changes in the Target Face Amount resulting from partial surrenders are not subject to Our agreement.

**SCHEDULED SUPPLEMENTARY TERM RIDER (SSTR)**  
**(continued)**

5. **Is There A Limitation On The Target Face Amount?** The initial Target Face Amount may not exceed ten (10) times the initial Face Amount of the Certificate.
6. **Does The Rider Have Cash Or Loan Value?** The term insurance provided by the Rider does not have Cash or Loan value.
7. **May The Rider Be Exchanged Without Evidence of Insurability?** You may not exchange the Rider for an individual life insurance certificate on the Insured without evidence of insurability.
8. **Are There Any Riders That Are Not Available With This Rider?** The Supplementary Term Rider (STR) is not available when You elect this Rider.
9. **Will A Partial Surrender From The Certificate Affect The Rider?** A partial surrender may reduce the Target Face Amount.

For policies where Option 1 is in effect, the Target Face Amount will be reduced by the greater of (a) or (b), where:

- (a) is zero, and
- (b) is the partial surrender less the greater of
  - (i) zero, or
  - (ii) the Cash Value prior to the partial surrender less the result of the Target Face Amount prior to the partial surrender divided by the applicable percentage, as shown on Certificate Data page 2.3, which corresponds to the Insured's age at time of the partial surrender.

For policies where Option 2 is in effect, a partial surrender will not affect the Target Face Amount.

For policies where Option 3 is in effect, the Target Face Amount will be reduced by the greater of (a) or (b), where:

- (a) is zero, and
- (b) is the excess, if any, of the partial surrender over the Cumulative Premium Amount prior to the partial surrender less the greater of
  - (i) zero, or
  - (ii) the Cash Value prior to the partial surrender less the result of the Target Face Amount prior to the partial surrender divided by the applicable percentage, as shown on Certificate Data page 2.3, which corresponds to the Insured's age at time of the partial surrender.

The reduction will be applied against the Term Insurance Face Amount and then against the Face Amount of the Certificate. If the Term Insurance Benefit is reduced to zero as the result of a partial surrender, the Rider ends and may not be reinstated.

10. **Does The Rider Continue If The Term Insurance Benefit Equals Zero?** If, on a Monthly Deduction Day, the Term Insurance Benefit is set to zero, for reasons other than a partial surrender or a request to terminate the Rider, the Rider remains in effect. If the Target Face Amount changes or the Certificate's Life Insurance Benefit subsequently decreases as described in subsection 1.3 of the Certificate, the Term Insurance Benefit will be adjusted based on the Life Insurance Benefit Option specified.

**SCHEDULED SUPPLEMENTARY TERM RIDER (SSTR)**  
**(continued)**

- 11. What Is The Charge For The Rider?** The monthly charge for the Rider is deducted from the Certificate Cash Value on each Monthly Deduction Day. The charge is based on the Term Insurance Benefit as determined on each Monthly Deduction Day and the rates in effect at that time. The rates are based on the Insured's age, sex, and class of risk at issue as well as the Certificate Year. We set the rates for the Rider, in advance, at least once each year. Any change in rates will be made on a uniform basis for all Insureds in the same class. The rates are guaranteed never to exceed the rates shown in the Table of Maximum Rates for the Rider included among the Certificate Data pages.
- 12. Is The Rider Part Of The Contract?** The Rider, when paid for, is attached to the Certificate and made part of the contract, based on the application for the Rider.
- 13. May We Contest The Rider?** We may not contest the Rider after it has been in effect during the lifetime of the Insured for 2 years from the date of issue of the Rider.
- 14. Does The Rider Cover Suicide Of The Insured?** The Rider does not cover suicide of the Insured, while sane or insane, within 2 years of the date of issue of the Rider. In that event, any monthly charges for the Rider will be part of any amount payable because of the Insured's death.
- 15. What Is The Rider's Date Of Issue?** The Rider must be issued at the same time as the Certificate. Both the Rider and the Certificate will have the same date of issue.
- 16. When Does The Rider End?** You may terminate the Rider by sending Us Your signed notice. The Rider will end on the Monthly Deduction Day on or subsequent to the date We receive Your request. Once the Rider is cancelled, all coverage under the Rider ends and the Rider may not be reinstated.
- The Rider also ends if the Certificate ends or is surrendered. However, the Rider may end without the Certificate also ending.
- The Rider also ends on the Certificate Anniversary on which the Insured is age 95. At that time, the Term Insurance Benefit under this rider will automatically convert to insurance under the base certificate. There will be no additional charge for this conversion, all coverage under this rider ends, and the rider cannot be reinstated.
- 17. How Are Terms In The Rider Defined?** Terms in the Rider are defined as in the Certificate unless explicitly defined in the Rider. "Certificate" refers to the certificate to which the Rider is attached.

**NEW YORK LIFE INSURANCE  
AND ANNUITY CORPORATION**



Secretary



President

# NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

## RIDER

### SUPPLEMENTARY TERM (STR)

- 1. Is A Benefit Payable Under The Rider?** We will pay the Term Insurance Benefit to the Beneficiary, when We have proof that the Insured died while the Rider is in effect, subject to the General Provisions Section of the Certificate, and when a claim for the life insurance proceeds under the Certificate has been made.
- 2. What Is The Amount Of The Benefit Under The Rider?** On the Issue Date of the Certificate, the initial Term Insurance Face Amount is as You specified in the application and is shown on the Certificate Data page. The Term Insurance Face Amount plus the Face Amount of the Certificate equals the Target Face Amount, which is also shown on the Certificate Data Page. On each Monthly Deduction Day after the first the Term Insurance Benefit is adjusted to reflect increases or decreases in the Life Insurance Benefit described in subsection 1.3 of the Certificate. The Term Insurance Benefit is set in accordance with the Life Insurance Benefit Option that is in effect on the Certificate:

**Option 1** - The Term Insurance Benefit equals the Target Face Amount minus the Life Insurance Benefit amount.

**Option 2** - The Term Insurance Benefit equals the Target Face Amount plus the Cash Value minus the Life Insurance Benefit amount.

**Option 3** - The Term Insurance Benefit equals the Target Face Amount plus the Cumulative Premium Amount minus the Life Insurance Benefit amount.

The Term Insurance Benefit will not be set below zero.

If the Face Amount of the Certificate is changed, the Term Insurance Face Amount will not change. Instead, We will make a corresponding increase or decrease to the Target Face Amount.

On or after the first Certificate Anniversary, You may apply in writing to decrease the Term Insurance Face Amount.

- 3. Is There A Limitation On The Target Face Amount?** The Target Face Amount may not exceed ten (10) times the Face Amount of the Certificate.

If You request a change that would cause the limitation to be exceeded You will be notified.

- 4. Does The Rider Have Cash Or Loan Value?** The term insurance provided by the Rider does not have Cash or Loan value.

- 5. May The Rider Be Exchanged Without Evidence of Insurability?** You may not exchange the Rider for a life insurance certificate on the Insured without evidence of insurability.

308-955

## **SUPPLEMENTARY TERM RIDER (STR)** **(continued)**

**6. Are There Any Riders That Are Not Available With This Rider?** The Scheduled Supplementary Term Rider (SSTR) is not available when You elect this Rider.

**7. Will A Partial Surrender From The Certificate Affect The Rider?** A partial surrender may reduce the Target Face Amount.

For policies where Option 1 is in effect, the Target Face Amount will be reduced by the greater of (a) or (b), where:

- (a) is zero, and
- (b) is the partial surrender less the greater of
  - (i) zero, or
  - (ii) the Cash Value prior to the partial surrender less the result of the Target Face Amount prior to the partial surrender divided by the applicable percentage, as shown on Certificate Data page 2.3, which corresponds to the Insured's age at time of the partial surrender.

For policies where Option 2 is in effect, a partial surrender will not affect the Target Face Amount.

For policies where Option 3 is in effect, the Target Face Amount will be reduced by the greater of (a) or (b), where:

- (a) is zero, and
- (b) is the excess, if any, of the partial surrender over the Cumulative Premium Amount prior to the partial surrender less the greater of
  - (i) zero, or
  - (ii) the Cash Value prior to the partial surrender less the result of the Target Face Amount prior to the partial surrender divided by the applicable percentage, as shown on Certificate Data page 2.3, which corresponds to the Insured's age at time of the partial surrender.

The reduction will be applied against the Term Insurance Face Amount and then against the Face Amount of the Certificate. If the Term Insurance Benefit is reduced to zero as the result of a partial surrender, the Rider ends and may not be reinstated.

**8. Does The Rider Continue If The Term Insurance Benefit Equals Zero?** If, on a Monthly Deduction Day, the Term Insurance Benefit is set to zero, for reasons other than a partial surrender or a request to terminate the Rider, the Rider remains in effect. If the Certificate's Life Insurance Benefit subsequently decreases as described in subsection 1.3 of the Certificate, the Term Insurance Benefit will be adjusted based on the Life Insurance Benefit Option specified.

**9. What Is The Charge For The Rider?** The monthly charge for the Rider is deducted from the Certificate Cash Value on each Monthly Deduction Day. The charge is based on the Term Insurance Benefit as determined on each Monthly Deduction Day and the rates in effect at that time. The rates are based on the Insured's age, sex, and class of risk at issue as well as the Certificate Year. We set the rates for the Rider, in advance, at least once each year. Any change in rates will be made on a uniform basis for all Insureds in the same class. The rates are guaranteed never to exceed the rates shown in the Table of Maximum Rates for the Rider included among the Certificate Data pages.

**SUPPLEMENTARY TERM RIDER (STR)**  
**(continued)**

- 10. Is The Rider Part Of The Contract?** The Rider, when paid for, is attached to the Certificate and made part of the contract, based on the application for the Rider.
- 11. May We Contest The Rider?** We may not contest the Rider after it has been in effect during the lifetime of the Insured for 2 years from the date of issue of the Rider.
- 12. Does The Rider Cover Suicide Of The Insured?** The Rider does not cover suicide of the Insured, while sane or insane, within 2 years of the date of issue of the Rider. In that event, any monthly charges for the Rider will be part of any amount payable because of the Insured's death.
- 13. What Is The Rider's Date Of Issue?** The Rider must be issued at the same time as the Certificate. Both the Rider and the Certificate will have the same date of issue.
- 14. When Does The Rider End?** You may terminate the Rider by sending Us Your signed notice. The Rider will end on the Monthly Deduction Day on or subsequent to the date We receive Your request. Once the Rider is cancelled, all coverage under the Rider ends and the Rider may not be reinstated.
- The Rider also ends if the Certificate ends or is surrendered. However, the Rider may end without the Certificate also ending.
- The Rider also ends on the Certificate Anniversary on which the Insured is age 95. At that time, the Term Insurance Benefit under this rider will automatically convert to insurance under the base certificate. There will be no additional charge for this conversion, all coverage under this rider ends, and the rider cannot be reinstated.
- 15. How Are Terms In The Rider Defined?** Terms in the Rider are defined as in the Certificate unless explicitly defined in the Rider. "Certificate" refers to the certificate to which the Rider is attached.

**NEW YORK LIFE INSURANCE  
AND ANNUITY CORPORATION**



Secretary



President

*SERFF Tracking Number:* NYPX-125727297 *State:* Arkansas  
*Filing Company:* New York Life Insurance & Annuity Corporation *State Tracking Number:* 39553  
*Company Tracking Number:* 308-952, ET AL.  
*TOI:* L06G Group Life - Variable *Sub-TOI:* L06G.002 Single Life - Flexible Premium  
*Product Name:* Pinnacle PPVUL Riders- Group  
*Project Name/Number:* Pinnacle PPVUL Riders- Group/308-952, et al.

## **Rate Information**

Rate data does NOT apply to filing.

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## Supporting Document Schedules

**Review Status:**  
**Bypassed -Name:** Application 07/09/2008  
**Bypass Reason:** N/A  
**Comments:**

**Review Status:**  
**Satisfied -Name:** Certification/Notice 07/09/2008  
**Comments:**  
**Attachment:**  
AR - READABILITY CERTIFICATION.PDF

**Review Status:**  
**Satisfied -Name:** Sample Data Page 0841C-2.4, 07/09/2008  
Sample Unisex Data Page 0841C-  
2.4, Sample Data Page 0841C-2.5  
**Comments:**  
**Attachments:**  
Sample Data Page 0841C-2\_4.PDF  
Sample Unisex Data Page 0841C-2\_4.PDF  
Sample Data Page 0841C-2\_5.PDF

**Review Status:**  
**Satisfied -Name:** Cover Letter 07/09/2008  
**Comments:**  
**Attachment:**  
Cover Letter.PDF

**STATE OF ARKANSAS**  
**READABILITY CERTIFICATION**

**COMPANY NAME:** New York Life Insurance & Annuity Corporation

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
308-952	53
308-955	53

Signed:   
Name: \_\_\_\_\_  
Linda E. LoPinto  
Title: Corporate Vice President  
Date: 7/2/08

**TABLE OF GUARANTEED MAXIMUM MONTHLY TERM RATES  
FOR RIDER  
(PER \$1,000)  
[MALE] [NONSMOKER]**

ATTAINED AGE		ATTAINED AGE	
[15	0.07	55	0.60
16	0.08	56	0.67
17	0.09	57	0.74
18	0.10	58	0.81
19	0.10	59	0.88
20	0.10	60	0.97
21	0.10	61	1.08
22	0.10	62	1.21
23	0.10	63	1.36
24	0.11	64	1.52
25	0.11	65	1.69
26	0.11	66	1.86
27	0.12	67	2.03
28	0.11	68	2.22
29	0.11	69	2.41
30	0.11	70	2.65
31	0.11	71	2.91
32	0.11	72	3.25
33	0.11	73	3.62
34	0.11	74	4.01
35	0.12	75	4.43
36	0.12	76	4.90
37	0.13	77	5.44
38	0.14	78	6.08
39	0.15	79	6.82
40	0.16	80	7.64
41	0.17	81	8.57
42	0.19	82	9.56
43	0.21	83	10.63
44	0.23	84	11.83
45	0.25	85	13.19
46	0.28	86	14.71
47	0.30	87	16.41
48	0.32	88	18.26
49	0.34	89	20.24
50	0.36	90	22.36
51	0.39	91	24.39
52	0.43	92	26.55
53	0.47	93	28.88
54	0.53	94	31.40]

**TABLE OF GUARANTEED MAXIMUM MONTHLY TERM RATES  
FOR RIDER  
(PER \$1,000)**

**[UNISEX] [NONSMOKER]**

ATTAINED AGE		ATTAINED AGE	
[15	0.06	55	0.58
16	0.07	56	0.65
17	0.08	57	0.72
18	0.09	58	0.78
19	0.09	59	0.85
20	0.09	60	0.94
21	0.09	61	1.04
22	0.09	62	1.16
23	0.09	63	1.30
24	0.10	64	1.44
25	0.10	65	1.59
26	0.10	66	1.75
27	0.11	67	1.91
28	0.10	68	2.08
29	0.10	69	2.26
30	0.10	70	2.48
31	0.10	71	2.72
32	0.10	72	3.03
33	0.11	73	3.37
34	0.11	74	3.72
35	0.11	75	4.11
36	0.12	76	4.53
37	0.13	77	5.02
38	0.14	78	5.58
39	0.14	79	6.24
40	0.15	80	6.95
41	0.16	81	7.78
42	0.18	82	8.67
43	0.20	83	9.62
44	0.22	84	10.67
45	0.24	85	11.85
46	0.26	86	13.12
47	0.29	87	14.60
48	0.30	88	16.19
49	0.32	89	17.88
50	0.35	90	19.59
51	0.38	91	20.98
52	0.42	92	22.60
53	0.46	93	24.51
54	0.52	94	26.75]

Certificate Number – [66 000 000]

Insured – [John Doe]

**TABLE OF SCHEDULED FACE AMOUNT CHANGES FOR  
THE SCHEDULED SUPPLEMENTARY TERM INSURANCE RIDER (SSTR)**

<b>CERTIFICATE ANNIVERSARY</b>	<b>FACE AMOUNT CHANGE</b>	<b>TOTAL SSTR FACE AMOUNT</b>	<b>CERTIFICATE ANNIVERSARY</b>	<b>FACE AMOUNT CHANGE</b>	<b>TOTAL SSTR FACE AMOUNT</b>
[10/01/09	\$50,000	\$50,000		\$	\$
10/01/10	\$50,000	\$100,000		\$	\$
10/01/11	\$50,000	\$150,000		\$	\$
10/01/12	\$50,000	\$200,000		\$	\$
10/01/13	\$50,000	\$250,000		\$	\$]

July 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 and Annuity Corporation  
Group Life Insurance  
NAIC #: 82691596  
FEIN #: 13-3044743  
Private Placement Variable Universal Group Life Insurance  
Forms: 308-952 and 308-955

Dear Commissioner:

We are enclosing for your Department's approval 2 new non-participating group variable universal life insurance riders. These riders will be used with our Private Placement Flexible Premium Variable Universal Life Insurance Certificate, form 301-41CERT which was approved by your Department on 1/28/2002. Please see the chart below for more information.

<b>Form Title</b>	<b>Form Number</b>	<b>Replacing Form Number</b>	<b>Department Approval Date</b>
Scheduled Supplementary Term (SSTR) Rider	308-952	301-952	1/28/2002
Supplementary Term (STR) Rider	308-955	N/A	N/A

Form 308-952 is substantially similar to previously approved form 301-952 with the only change being made to the 3<sup>rd</sup> paragraph of Section 16. The following italicized language has been added:

*The Rider also ends on the Certificate Anniversary on which the Insured is age 95. At that time, the Term Insurance Benefit under this rider will automatically convert to insurance under the base certificate. There will be no additional charge for this conversion, all coverage under this rider ends, and the rider cannot be reinstated.*

**Enclosures**

Actuarial Memoranda for the enclosed 2 rider forms on a sex distinct and unisex basis are enclosed.

The introduction date for the riders is October 2008.

These copies include clean copies (Trade Secret), and Public Access versions of the AM with redacted sections. We request trade secret status for Appendix A of the actuarial memoranda since it provides the formula for maximum term charges. The definitions and the step-by-step calculation were provided in the actuarial memoranda to assist the Department in its review. This information is not readily ascertainable and should be considered intellectual property qualifying for trade secret protection.

PS's

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,

A handwritten signature in cursive script that reads "Linda E. LoPinto".

Linda E. LoPinto  
Corporate Vice President  
Individual Life Department

Encl.

