

SERFF Tracking Number: NYLC-126339638 State: Arkansas
Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 43780
Company Tracking Number: 309-991
TOI: L06G Group Life - Variable Sub-TOI: L06G.002 Single Life - Flexible Premium
Product Name: Claim Account Rider - CEPPVUL Group 2009
Project Name/Number: Claim Account Rider - CEPPVUL Group 2009/309-991

Dear Commissioner:

We are attaching for your Department's approval a revised rider, form 309-991 titled, Claim Account Rider. This rider will replace previously approved rider form 308-991, which was approved by your Department on 3/17/2008.

The only changes made to the rider are as follows:

- Added "plus the value of the Claim Account attributable to the Certificate" in 4(d);
- Replaced "Monthly Claim Account Funding Amount" with "Cost of Insurance charge" to 4(d);
- Added as Question 6, "How Is The Life Insurance Benefit Determined When This Rider Is In Effect?";
- Added as Question 8, "How Is The Cost Of Insurance For The Policy Calculated When This Rider Is In Effect? and renumbered remaining questions";
- Clarified the last sentence of the first paragraph of question 9 to include, "if you are eligible under the terms of Your Certificate to receive the ACSV";
- Clarified in Question 12 that, "if the funding for the Claim Account ends and the value of the Claim Account for the Certificate Series decreases, the rider will end";
- Added as Question 13, "What Happens When The Insured Reaches Age 100?"; and
- Added, "This Rider will also end and the value on the claim Account attributable to Your Certificate will be zero if:" and added as the last sentence in Question 14, "Once the Rider ends for any reason, it cannot be reinstated.".

Due to the additional verbiage, the rider has an additional page and the signatures were formatted slightly and the Rider Data Pages have been renumbered to be Data Page 1 and 2. No other changes have been made to the form.

In light of these changes, we have attached a revised actuarial memorandum.

We would also like to mention that this rider will continue to be offered to Certificate Series issued on or after your Department's approval for newly issued and inforce cases.

We do apologize for this oversight and for any inconvenience that this replacement may cause you.

I hope that this information is satisfactory and that we receive your Department's approval of this submission at your earliest convenience. If you need additional information, please feel free to contact Diana Moody via email at dmoody@nyl.com or toll-free at 1-888-695-4748 ext 4064.

Sincerely,

Linda E. LoPinto

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Corporate Vice President
 Individual Life Department

Attachment

Company and Contact

Filing Contact Information

Sean Hebron, Senior Contract Assistant Sean_Hebron@nyl.com
 51 Madison Avenue 212-576-2681 [Phone]
 Room 606 212-447-4141 [FAX]
 New York, NY 10010

Filing Company Information

New York Life Insurance and Annuity Corporation CoCode: 91596 State of Domicile: Delaware
 51 Madison Ave Group Code: 826 Company Type: Life
 New York, NY 10010 Group Name: NYLIC State ID Number:
 (212) 576-4809 ext. [Phone] FEIN Number: 13-3044743

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? Yes
 Fee Explanation: \$50.00 per form X 1 form = \$50.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
New York Life Insurance and Annuity Corporation	\$50.00	10/14/2009	31282175

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	10/15/2009	10/15/2009

SERFF Tracking Number: NYLC-126339638 *State:* Arkansas
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Disposition

Disposition Date: 10/15/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NYLC-126339638 State: Arkansas
 Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 43780
 Company Tracking Number: 309-991
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Form Schedule

Lead Form Number: 309-991

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	309-991	Certificate Amendment, Insert Page, Endorsement or Rider	Claim Account Rider	Revised	Replaced Form #: 308-991 Previous Filing #:	0.000	309-991.pdf

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

RIDER

CLAIM ACCOUNT RIDER

The benefits provided by this Rider are explicitly made a part of and incorporated into the Certificate to which this Rider is attached.

1. **What Is A Certificate Series?** "Certificate Series" means all Certificates owned by a single Owner purchased on or after the Rider Effective Date and issued with this Rider.
2. **What is the Claim Account?** An amount that will be included in your Alternative Cash Surrender Value ("ACSV") benefit on the date of the full surrender of the last Certificate in the Certificate Series if the conditions described herein are met.
3. **What Is The Benefit Of This Rider?** Upon full surrender of the last Certificate in the Certificate Series, if You are eligible under the terms of the Certificate to receive the ACSV, the value of the Claim Account attributable to the Certificate Series will be included in Your ACSV benefit on the date of the full surrender.
4. **What Is The Current Monthly Expected Mortality Cost for each Certificate?** The Current Monthly Expected Mortality Cost is calculated on each Monthly Deduction Day and equals $(a \times b) \times (c - d)$, where:
 - (a) is the Mortality Percentage as shown on Rider Data Page 1;
 - (b) is the applicable Monthly Mortality Rate as shown on Rider Data Page 2 divided by 1,000;
 - (c) is the Life Insurance Benefit (as defined in the applicable Option 1 or Option 2 in the Life Insurance Benefit Section) divided by 1.0032737; and
 - (d) is the ACSV plus any Certificate Debt plus the value of the Claim Account attributable to the Certificate as of the Monthly Deduction Day before the Cost of Insurance Charge is deducted but after the other Monthly Deduction Charges are deducted.The Net Amount at Risk is (c) minus (d).
5. **What Is The Monthly Claim Account Funding Amount?** The Monthly Claim Account Funding Amount for each Certificate is equal to the Current Monthly Expected Mortality Cost up to the amount of the current Monthly Cost of Insurance charge. The Monthly Claim Account Funding Amount will be deducted from the Monthly Cost of Insurance charge and used to fund the Claim Account for the Certificate Series. However, if the value of the Claim Account for the Certificate Series is greater than or equal to the Maximum Claim Account Percentage shown on the Rider Data Page 1 multiplied by the aggregate Cash Values for the Certificate Series on the Monthly Deduction Day, the Claim Account for the Certificate Series will not be funded for that month.
6. **How Is The Life Insurance Benefit Determined When This Rider Is In Effect?** When this Rider is in effect, the Life Insurance Benefit under the Certificate is no less than the minimum necessary for the Certificate to qualify as life insurance under Section 7702 of the Code. The Life Insurance Benefit is determined as a percentage of the sum of the ACSV plus any Certificate Debt plus the value of the Claim Account attributable to the Certificate. (See Certificate Data Page 2.3 for a table of these percentages.)

CLAIM ACCOUNT RIDER (continued)

- 7. How Is The Value Of The Claim Account Attributable To A Certificate Determined?** On the first Monthly Deduction Day, the value of the Claim Account for the Certificate Series attributable to a Certificate is equal to the Monthly Claim Account Funding Amount.

The portion of the Claim Account value attributable to the Certificate on each subsequent Monthly Deduction Day will be equal to:

- (a) the value of the Claim Account attributable to the Certificate as of the prior Monthly Deduction Day; less
- (b) the Net Amount at Risk portion of any death claims paid since the last Monthly Deduction Day for any Certificate under the Certificate Series. (This amount is deducted from the Claim Account value attributable to all remaining Certificates in the Certificate Series in proportion to the Claim Account value attributable to each such Certificate relative to the Claim Account balance for the Certificate Series); plus
- (c) the Monthly Claim Account Funding Amount; plus
- (d) the value of the Claim Account attributable to any surrendered Certificate in the Certificate Series that qualified to receive the ACSV and that was surrendered since the last Monthly Deduction Day. (This amount is added to the Claim Account value attributable to all remaining Certificates in the Certificate Series in proportion to the Claim Account value attributable to each such Certificate relative to the Claim Account balance for the Certificate Series); plus
- (e) the interest credited to the Claim Account value attributable to the Certificate since the last Monthly Deduction Day. The Claim Account Minimum Guaranteed Interest Crediting Rate is indicated on the Rider Data Page 1. The interest credited to the Claim Account value attributable to the Certificate at any time will be based on a rate of interest, which we declare periodically. Such rate will be declared at least annually.

The Claim Account value attributable to the Certificate is not available for Monthly Deduction Charges or for purposes of a loan or partial surrender. In addition, the value of the Claim Account attributable to the Certificate will never be less than zero.

- 8. How Is The Cost Of Insurance For The Certificate Calculated When This Rider Is In Effect?** The Cost of Insurance is calculated on each Monthly Deduction Day. The monthly cost of insurance is equal to (a) multiplied by the result of (b) minus (c), where:

- (a) is the monthly cost of insurance rate per \$1,000 of insurance divided by 1,000;
- (b) is the Life Insurance Benefit as of the Monthly Deduction Day divided by 1.0032737; and
- (c) is the ACSV plus any Certificate Debt plus the value of the Claim Account attributable to the Certificate as of the Monthly Deduction Day before this Cost of Insurance is deducted but after the other Monthly Deduction Charges are deducted.

- 9. What Is The Effect Of A Surrender Of A Certificate On The Claim Account?** Upon full surrender of an individual Certificate that is not the last Certificate in the Certificate Series to be surrendered, if You are eligible under the terms of Your Certificate to receive the ACSV, the portion of the Claim Account attributable to Your Certificate will be zero for that Certificate and instead the portion attributable to Your Certificate before such surrender will be attributed to the remaining Certificates in the Certificate Series. Such attribution will be based on each Certificate's pro rata portion of the total Claim Account balance for the entire Certificate Series. The Claim Account value will be paid upon the surrender of the final Certificate in the Certificate Series, if You are eligible under the terms of Your Certificate to receive the ACSV.

If a claim for life insurance proceeds from a Certificate is received after all surrender proceeds for a Certificate Series have been paid, the life insurance proceeds will be reduced by the Claim Account balance paid on that Certificate Series.

If You are not eligible under the terms of Your Certificate to receive the ACSV when You surrender the Certificate, any Claim Account value attributable to Your Certificate will be zero and no amount will be attributed to the remaining Certificates in the Certificate Series.

- 10. What Is The Effect Of Face Increases Or Decreases On The Claim Account?** The Required Claim Account Premium will change if there are any increases or decreases in the face amount of the Certificate.

CLAIM ACCOUNT RIDER (continued)

- 11. When Is This Rider Effective?** This Rider becomes effective for Your Certificate as indicated on Rider Data Page 1. This Rider remains in effect as long as, on a Certificate Anniversary, cumulative premium payments less partial surrenders are at least equal to the cumulative Required Claim Account Premium payable up to, but not including, the most recent Certificate Anniversary. The Required Claim Account Premium for each Certificate Year is indicated on the Rider Data Page attached to this Rider.
- 12. When Does The Funding Of The Claim Account End?** Funding for the Claim Account will end on the first Monthly Deduction Day on or following the date Your Certificate Series no longer covers the minimum number of lives shown on Rider Data Page 1. If We cease funding the Claim Account for this reason, funding for the Claim Account will not resume even if more lives are added to the Certificate Series. In addition, if funding for the Claim Account ends and the value of the Claim Account for the Certificate Series decreases to zero, the Rider will end.
- 13. What Happens When The Insured Reaches Age 100?** On the Certificate Anniversary on which the Insured is age 100, the Claim Account attributable to Your Certificate will be added to the cash value of Your Certificate, and then the Rider will end and the value of the Claim Account attributable to Your Certificate will become zero.
- 14. When Does This Rider End?** You can cancel this Rider by sending Us a signed written notice in a form acceptable to Us at Our Service Office. This Rider will end on the first Monthly Deduction Day on or following the date We receive Your request. Once cancelled, the Rider cannot be reinstated. Upon cancellation, any value in the Claim Account attributable to Your Certificate will be zero.

This Rider will also end and the value in the Claim Account attributable to Your Certificate will be zero if:

- the Certificate ends or is surrendered;
- You are not eligible for the ASCV;
- the Certificate to which this Rider is attached lapses. If the Certificate lapses and is subsequently reinstated, this Rider will not be reinstated; or
- If Your cumulative premium payments less partial surrenders are less than the cumulative Required Claim Account Premium payable up to, but not including, the current Certificate Anniversary.

If the Rider ends for any other reason and the Certificate remains in effect, any Claim Account value attributable to Your Certificate will be zero.

Once the Rider ends for any reason, it cannot be reinstated.

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION



President



Secretary

CLAIM ACCOUNT RIDER

DATA PAGE 1

RIDER EFFECTIVE DATE: [03/01/2008]

CLAIM ACCOUNT MINIMUM GUARANTEED INTEREST CREDITING RATE: [3%]

REQUIRED CLAIM ACCOUNT PREMIUM(S):

[Certificate Anniversary 03/01/2008	[\$33,535]
[Certificate Anniversary 03/01/2009	[\$33,535]
[Certificate Anniversary 03/01/2010	[\$33,535]
[Certificate Anniversary 03/01/2011	[\$33,535]
[Certificate Anniversary 03/01/2012	[\$33,535]

MORTALITY PERCENTAGE: [50%]

MAXIMUM CLAIM ACCOUNT PERCENTAGE: [3%]

MINIMUM NUMBER OF LIVES: [20]

CLAIM ACCOUNT RIDER

DATA PAGE 2

MONTHLY MORTALITY RATES, PER \$1,000

ATTAINED			ATTAINED		
AGE	MALE	FEMALE	AGE	MALE	FEMALE
18	[0.038	0.023	59	[0.593	0.322
19	0.040	0.023	60	0.667	0.371
20	0.042	0.024	61	0.752	0.425
21	0.044	0.024	62	0.850	0.487
22	0.046	0.024	63	0.961	0.558
23	0.049	0.024	64	1.085	0.637
24	0.052	0.024	65	1.219	0.723
25	0.055	0.024	66	1.363	0.811
26	0.058	0.025	67	1.515	0.901
27	0.061	0.025	68	1.670	0.986
28	0.063	0.026	69	1.829	1.065
29	0.065	0.028	70	1.999	1.151
30	0.067	0.029	71	2.189	1.255
31	0.068	0.031	72	2.405	1.386
32	0.070	0.033	73	2.638	1.542
33	0.071	0.035	74	2.883	1.714
34	0.071	0.037	75	3.155	1.910
35	0.071	0.040	76	3.470	2.135
36	0.072	0.043	77	3.845	2.395
37	0.074	0.046	78	4.284	2.683
38	0.078	0.050	79	4.779	2.996
39	0.083	0.054	80	5.322	3.344
40	0.089	0.059	81	5.906	3.739
41	0.096	0.064	82	6.523	4.191
42	0.104	0.069	83	7.150	4.691
43	0.113	0.073	84	7.793	5.229
44	0.122	0.077	85	8.489	5.828
45	0.132	0.081	86	9.275	6.507
46	0.144	0.086	87	10.192	7.287
47	0.158	0.093	88	11.253	8.176
48	0.175	0.101	89	12.437	9.164
49	0.194	0.109	90	13.736	10.247
50	0.215	0.119	91	15.137	11.420
51	0.240	0.131	92	16.630	12.679
52	0.268	0.145	93	18.259	14.027
53	0.299	0.159	94	20.043	15.474
54	0.332	0.174	95	21.928	17.025
55	0.369	0.191	96	23.852	18.683
56	0.413	0.214	97	25.753	20.456
57	0.466	0.244	98	27.600	22.365
58	0.527	0.280]	99	29.436	24.420]

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Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification Bypass Reason: N/A Comments:		

	Item Status:	Status Date:
Bypassed - Item: Application Bypass Reason: N/A - Rider Filing Comments:		

	Item Status:	Status Date:
Satisfied - Item: Memorandum of Variable Material Comments: Attachment: Memorandum of Variability- Group.pdf		

	Item Status:	Status Date:
Satisfied - Item: Red-Lined Version Comments: Attachment: 309-991 redline.pdf		

New York Life Insurance and Annuity Corporation
Memorandum Of Variable Material
Claim Account Rider Form 309-991

The data page fields vary as follows:

1. **Rider Effective Date:** The date the rider is issued.
2. **Claim Account Minimum Guaranteed Interest Crediting Rate:** This may vary by case between 0% - 20% for the crediting rate. This may vary based upon the company's general account earnings yield. This is dependant upon many things including the level of interest rates, credit spreads, default rates, asset allocation, etc.
3. **Required Claim Account Premiums:** New York Life will determine the required premiums based on the applicant's planned premiums. Contract charges vary based on the planned premium, since in general, smaller planned premiums result in a greater Net Amount at Risk and the deferral of more COI charges, while greater planned premiums result in a smaller NAR and less charges being deferred. The required premium will be a percentage of the planned premium to ensure that significantly more charges are not deferred than expected. The exact percentage of the planned premium that will be required may vary on a case-by-case basis.
4. **Mortality Percentage:** This may vary by case and will be set to equal a percentage of Monthly Mortality Rates. These may vary based upon the anticipated mortality risk associated with each case.
5. **Maximum Claim Account Percentage:** This may vary by case between 0 – 25%. This may vary based upon the anticipated mortality risk associated with each case.
6. **Minimum Number Of Lives:** This may vary by based upon the number of lives insured for each case but will not exceed 100.

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

RIDER

Claim Account Rider

The benefits provided by this Rider are explicitly made a part of and incorporated into the Certificate to which this Rider is attached.

1. **What Is A Certificate Series?** "Certificate Series" means all Certificates owned by a single Owner purchased on or after the Rider Effective Date and issued with this Rider.
2. **What is the Claim Account?** An amount that will be included in your Alternative Cash Surrender Value ("ACSV") benefit on the date of the full surrender of the last Certificate in the Certificate Series if the conditions described herein are met.
3. **What Is The Benefit Of This Rider?** Upon full surrender of the last Certificate in the Certificate Series, if You are eligible under the terms of the Certificate to receive the ACSV, the value of the Claim Account attributable to the Certificate Series will be included in Your ACSV benefit on the date of the full surrender.
4. **What Is The Current Monthly Expected Mortality Cost for each Certificate?** The Current Monthly Expected Mortality Cost is calculated on each Monthly Deduction Day and equals $(a \times b) \times (c - d)$, where:
 - (a) is the Mortality Percentage as shown on Rider Data Page [21](#);
 - (b) is the applicable Monthly Mortality Rate as shown on Rider Data Page [3-2](#) divided by 1,000;
 - (c) is the Life Insurance Benefit (as defined in the applicable Option 1 or Option 2 in the Life Insurance Benefit Section) divided by 1.0032737; and
 - (d) is the ACSV plus any Certificate Debt [plus the value of the Claim Account attributable to the Certificate](#) as of the Monthly Deduction Day before the ~~Current Monthly Expected Mortality Cost~~ [of Insurance charge](#) is deducted but after the other Monthly Deduction Charges are deducted.The Net Amount at Risk is (c) minus (d).
5. **What Is The Monthly Claim Account Funding Amount?** The Monthly Claim Account Funding Amount for each Certificate is equal to the Current Monthly Expected Mortality Cost up to the amount of the current Monthly Cost of Insurance charge. The Monthly Claim Account Funding Amount will be deducted from the Monthly Cost of Insurance charge and used to fund the Claim Account for the Certificate Series. However, if the value of the Claim Account for the Certificate Series is greater than or equal to the Maximum Claim Account Percentage shown on the Rider Data Page [2-1](#) multiplied by the aggregate Cash Values for the Certificate Series on the Monthly Deduction Day, the Claim Account for the Certificate Series will not be funded for that month.

6. [How Is The Life Insurance Benefit Determined When This Rider Is In Effect?](#) [When this Rider is in effect, the Life Insurance Benefit under the Certificate is no less than the minimum necessary for the Certificate to qualify as life insurance under Section 7702 of the Code. The Life Insurance Benefit is determined as a percentage of the sum of the ACSV plus any Certificate Debt plus the value of the Claim Account attributable to the Certificate. \(See Certificate Data Page 2.3 for a table of these percentages.\)](#)

67. [How Is The Value Of The Claim Account Attributable To A Certificate Determined?](#) On the first Monthly Deduction Day, the value of the Claim Account for the Certificate Series attributable to a Certificate is equal to the Monthly Claim Account Funding Amount.

The portion of the Claim Account value attributable to the Certificate on each subsequent Monthly Deduction Day will be equal to:

- (a) the value of the Claim Account attributable to the Certificate as of the prior Monthly Deduction Day; less
- (b) the Net Amount at Risk portion of any death claims paid since the last Monthly Deduction Day for any Certificate under the Certificate Series. (This amount is deducted from the Claim Account value attributable to all remaining Certificates in the Certificate Series in proportion to the Claim Account value attributable to each such Certificate relative to the Claim Account balance for the Certificate Series); plus
- (c) the Monthly Claim Account Funding Amount; plus

- (d) the value of the Claim Account attributable to any surrendered Certificate in the Certificate Series that qualified to receive the ACSV and that was surrendered since the last Monthly Deduction Day. (This amount is added to the Claim Account value attributable to all remaining Certificates in the Certificate Series in proportion to the Claim Account value attributable to each such Certificate relative to the Claim Account balance for the Certificate Series); plus
- (e) the interest credited to the Claim Account value attributable to the Certificate since the last Monthly Deduction Day. The Claim Account Minimum Guaranteed Interest Crediting Rate is indicated on the Rider Data Page [21](#). The interest credited to the Claim Account value attributable to the Certificate at any time will be based on a rate of interest, which we declare periodically. Such rate will be declared at least annually.

Claim Account Rider (continued)

The Claim Account value attributable to the Certificate is not available for Monthly Deduction Charges or for purposes of a loan or partial surrender. In addition, the value of the Claim Account attributable to the Certificate will never be less than zero.

8. How Is The Cost Of Insurance For The Certificate Calculated When This Rider Is In Effect? The Cost of Insurance is calculated on each Monthly Deduction Day. The monthly cost of insurance is equal to (a) multiplied by the result of (b) minus (c), where:

(a) is the monthly cost of insurance rate per \$1,000 of insurance divided by 1,000;

(b) is the Life Insurance Benefit as of the Monthly Deduction Day divided by 1.0032737; and

(c) is the ACSV plus any Certificate Debt plus the value of the Claim Account attributable to the Certificate as of the Monthly Deduction Day before this Cost of Insurance is deducted but after the other Monthly Deduction Charges are deducted.

79. What Is The Effect Of A Surrender Of A Certificate On The Claim Account? Upon full surrender of an individual Certificate that is not the last Certificate in the Certificate Series to be surrendered, if You are eligible under the terms of Your Certificate to receive the ACSV, the portion of the Claim Account attributable to Your Certificate will be zero for that Certificate and instead the portion attributable to Your Certificate before such surrender will be attributed to the remaining Certificates in the Certificate Series. Such attribution will be based on each Certificate's pro rata portion of the total Claim Account balance for the entire Certificate Series. The Claim Account value will be paid upon the surrender of the final Certificate in the Certificate Series.

If a claim for life insurance proceeds from a Certificate is received after all surrender proceeds for a Certificate Series have been paid, the life insurance proceeds will be reduced by the Claim Account balance paid on that Certificate Series. If You are eligible under the terms of Your Certificate to receive the ACSV.

If You are not eligible under the terms of Your Certificate to receive the ACSV when You surrender the Certificate, any Claim Account value attributable to Your Certificate will be zero and no amount will be attributed to the remaining Certificates in the Certificate Series.

810. What Is The Effect Of Face Increases Or Decreases On The Claim Account? The Required Claim Account Premium will change if there are any increases or decreases in the face amount of the Certificate.

911. When Is This Rider Effective? This Rider becomes effective for Your Certificate as indicated on the Rider Data Page.

This Rider remains in effect as long as, on a Certificate Anniversary, cumulative premium payments less partial surrenders are at least equal to the cumulative Required Claim Account Premium payable up to, but not including, the most recent Certificate Anniversary. The Required Claim Account Premium for each Certificate Year is indicated on the Rider Data Page attached to this Rider.

4012. When Does The Funding Of The Claim Account End? Funding for the Claim Account will end on the first Monthly Deduction Day on or following the date Your Certificate Series no longer covers the minimum number of lives shown on the Rider Data Page. If We cease funding the Claim Account for this reason, funding for the Claim Account will not resume even if more lives are added to the Certificate Series.

13. What Happens When The Insured Reaches Age 100? On the Certificate Anniversary on which the Insured is age 100, the Claim Account attributable to Your Certificate will be added to the cash value of Your Certificate, and then the Rider will end and the value of the Claim Account attributable to Your Certificate will become zero.

4114. When Does This Rider End? You can cancel this Rider by sending Us a signed written notice in a form acceptable to Us at Our Service Office. This Rider will end on the first Monthly Deduction Day on or following the date We receive Your request. Once cancelled, the Rider cannot be reinstated. Upon cancellation, any value in the Claim Account attributable to Your Certificate will be zero.

This Rider will also end and the value in the Claim Account attributable to Your Certificate will be zero if:

- the Certificate ends or is surrendered;
- You are not eligible for the ASCV;
- the Certificate to which this Rider is attached lapses. If the Certificate lapses and is subsequently reinstated, this Rider will not be reinstated; or
- If Your cumulative premium payments less partial surrenders are less than the cumulative Required Claim Account Premium payable up to, but not including, the current Certificate Anniversary.

If the Rider ends for any other reason and the Certificate remains in effect, any Claim Account value attributable to Your Certificate will be zero.

Once the Rider ends for any reason, it cannot be reinstated.

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION



President



Secretary

Claim Account Rider

Data Page 21

RIDER EFFECTIVE DATE: [03/01/2008]

CLAIM ACCOUNT MINIMUM GUARANTEED INTEREST CREDITING RATE: [3%]

REQUIRED CLAIM ACCOUNT PREMIUM(S):

[Certificate Anniversary 03/01/2008	[\$33,535]
[Certificate Anniversary 03/01/2009	[\$33,535]
[Certificate Anniversary 03/01/2010	[\$33,535]
[Certificate Anniversary 03/01/2011	[\$33,535]
[Certificate Anniversary 03/01/2012	[\$33,535]

MORTALITY PERCENTAGE: [50%]

MAXIMUM CLAIM ACCOUNT PERCENTAGE: [3%]

MINIMUM NUMBER OF LIVES: [20]

Claim Account Rider

Data Page 32

MONTHLY MORTALITY RATES, PER \$1,000

ATTAINED			ATTAINED		
AGE	MALE	FEMALE	AGE	MALE	FEMALE
[18	0.038	0.023	59	0.593	0.322
19	0.040	0.023	60	0.667	0.371
20	0.042	0.024	61	0.752	0.425
21	0.044	0.024	62	0.850	0.487
22	0.046	0.024	63	0.961	0.558
23	0.049	0.024	64	1.085	0.637
24	0.052	0.024	65	1.219	0.723
25	0.055	0.024	66	1.363	0.811
26	0.058	0.025	67	1.515	0.901
27	0.061	0.025	68	1.670	0.986
28	0.063	0.026	69	1.829	1.065
29	0.065	0.028	70	1.999	1.151
30	0.067	0.029	71	2.189	1.255
31	0.068	0.031	72	2.405	1.386
32	0.070	0.033	73	2.638	1.542
33	0.071	0.035	74	2.883	1.714
34	0.071	0.037	75	3.155	1.910
35	0.071	0.040	76	3.470	2.135
36	0.072	0.043	77	3.845	2.395
37	0.074	0.046	78	4.284	2.683
38	0.078	0.050	79	4.779	2.996
39	0.083	0.054	80	5.322	3.344
40	0.089	0.059	81	5.906	3.739
41	0.096	0.064	82	6.523	4.191
42	0.104	0.069	83	7.150	4.691
43	0.113	0.073	84	7.793	5.229
44	0.122	0.077	85	8.489	5.828
45	0.132	0.081	86	9.275	6.507
46	0.144	0.086	87	10.192	7.287
47	0.158	0.093	88	11.253	8.176
48	0.175	0.101	89	12.437	9.164
49	0.194	0.109	90	13.736	10.247
50	0.215	0.119	91	15.137	11.420
51	0.240	0.131	92	16.630	12.679
52	0.268	0.145	93	18.259	14.027
53	0.299	0.159	94	20.043	15.474
54	0.332	0.174	95	21.928	17.025
55	0.369	0.191	96	23.852	18.683
56	0.413	0.214	97	25.753	20.456
57	0.466	0.244	98	27.600	22.365
58	0.527	0.280	99	29.436	24.420]