

SERFF Tracking Number: NYLC-126275614 State: Arkansas
 Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 43303
 Company Tracking Number: 309-20, ET AL.
 TOI: L06I Individual Life - Variable Sub-TOI: L06I.002 Single Life - Flexible Premium
 Product Name: CorpExec VUL Accumulator
 Project Name/Number: CorpExec VUL Accumulator/309-20, et al.

Filing at a Glance

Company: New York Life Insurance and Annuity Corporation

Product Name: CorpExec VUL Accumulator SERFF Tr Num: NYLC-126275614 State: Arkansas
 TOI: L06I Individual Life - Variable SERFF Status: Closed-Approved- State Tr Num: 43303
 Closed
 Sub-TOI: L06I.002 Single Life - Flexible Co Tr Num: 309-20, ET AL. State Status: Approved-Closed
 Premium
 Filing Type: Form Reviewer(s): Linda Bird
 Authors: Team Leader, Sean Hebron Disposition Date: 09/25/2009
 Date Submitted: 08/21/2009 Disposition Status: Approved-Closed
 Implementation Date Requested: On Approval Implementation Date:
 State Filing Description:

General Information

Project Name: CorpExec VUL Accumulator Status of Filing in Domicile:
 Project Number: 309-20, et al. Date Approved in Domicile:
 Requested Filing Mode: Review & Approval Domicile Status Comments:
 Explanation for Combination/Other: Market Type: Individual
 Submission Type: New Submission Group Market Size:
 Overall Rate Impact: Group Market Type:
 Filing Status Changed: 09/25/2009 Explanation for Other Group Market Type:
 State Status Changed: 09/25/2009
 Deemer Date: Created By: Sean Hebron
 Submitted By: Sean Hebron Corresponding Filing Tracking Number:
 Filing Description:
 RE: New York Life Insurance and Annuity Corporation (NYLIAC)
 Individual Life Insurance
 NAIC #: 82691596
 FEIN #: 13-3044743
 Flexible Premium Variable Universal Life Insurance Policy, form 309-20
 Supplementary Application – Premium Allocation 22854

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Term Rider, form 309-360

Life Rider, form 309-994

Dear Commissioner:

We are submitting for your Department's approval a new, nonparticipating individual variable universal life policy form, titled Flexible Premium Universal Life, an application supplement form, titled Premium Allocation, a term rider, titled Supplementary Term Rider and a life rider, titled Overloan Protection Rider. These forms do not replace any forms previously approved by your Department.

Intended Market

Policy form 309-20 has been specifically designed to be used in the non-qualified deferred compensation market, including 162 bonus plans. A Section 162 bonus plan involves a non-qualified employee benefit arrangement in which an employer pays a compensation bonus to an employee, typically an executive, to fund a personal life insurance policy for the executive. The executive owns the policy and designates the beneficiary. The employer either pays the life insurance premiums directly to the insurer, or pays the bonus to the executive, who in turn pays the premium. The cash bonus or premium paid by the employer is additional compensation to the executive. The executive receives the benefit of this company-sponsored policy and underwriting.

Policy Information

This policy will be available on a sex-distinct basis at issue ages 18-70 for guaranteed issue and issue ages 18-85 for medical issue. The policy will not be issued in any employer-employee plans that are subject to the Norris decision and/or Title VII of the Civil Rights Acts of 1964. The minimum face amount of the policy is \$25,000.

The policy provides for the Insured to receive an Alternative Cash Surrender Value ("ACSV") benefit, which is equal to the cash value plus the value of the Deferred Premium Load Account, provided the policy has not been assigned or the owner has not changed as outlined in the Cash Surrender Value and Partial Surrenders Section.

This policy will use NYLIAC Corporate Sponsored Separate Account – I. The life insurance benefit and cash value of the policy will vary based on the performance of the specific Investment Divisions of the Separate Account chosen by the policyowner and may increase or decrease. The Fixed Account is supported by the assets of the General Account of NYLIAC and is not affected by the investment performance of the Separate Account.

Supplementary Application – Premium Allocation form – 22854

Form 22854 is being submitted for your approval and will be used when applying for this product. This form is used as a means for the policyowner to indicate of which fund(s) to allocate 100% of the policyowner's premium payment. This

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premium allocation form will be used in paper form.

Once approved, we would like to continue to make minor changes such as fund names, fund codes and description changes as well as addition/deletion of new or existing investment division, which could result in formatting changes, without resubmitting the form for approval. We will provide the edition date on the form showing the month and year of the revision to the form if a minor change is made. We would like to mention that there are five funds displayed that will not be available until November 2009. They are: American Funds Insurance Service Global Growth 1 Fund, AIM V.I. Mid Cap Core Equity Fund, Fidelity Freedom VIP 2040 Fund, Mainstay VP US Small Cap Portfolio and MFS Variable Insurance Trust II Global Total Return Fund. The bracketed form is attached.

Applications

The previously approved application that will be used to apply for this policy will be either the Corporate Owned/Sponsored Life Insurance Application for Guaranteed Issue, form 304-650 (approved by your Department on 5/16/2003) or the Part I Application for Medical Issue, form 209-501 (approved by your Department on 2/12/2009).

Supplementary Term Rider –309-360

Enclosed for your approval is Supplementary Term Rider form 309-360, which will be used with this policy. This rider provides additional term insurance up to a stated target face amount. The minimum target face amount is \$25,000.

Overloan Protection Rider – 309-994

Enclosed for your approval is Overloan Protection Rider form 309-994. This rider will prevent the policy to which the rider is attached from lapsing as a result of outstanding loans. To activate the Overloan Protection Rider, the Insured must be 75 years of age or older, the policy must be in force for 15 years, Guideline Premium Test must be in effect, and Option 1 must be elected. As described in the Rider there is a charge when the rider is activated.

Additional Information

The prospectus for this product is currently being drafted and will be filed with the Securities and Exchange Commission (SEC) when completed. If requested, we will send you a copy of the final prospectus once the SEC deems it effective.

Required Enclosures

- Actuarial Memorandum (We request that Trade Secret status be granted to the Actuarial Memorandum included in this submission. All other documents can be made public access.)
- Memorandum of Variability

This product is subject to federal jurisdiction and accordingly the Flesch requirements do not apply.

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I hope that this information is satisfactory and that we can receive approval of this submission as soon as possible. Please contact Diana Moody at 1-888-695-4748 ext. 2664064 or via email at dmoody@nyl.com if you have any questions or comments in this regard.

Sincerely,
 Linda E. LoPinto
 Corporate Vice President
 Individual Life Department

Attachments

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: \$200.00
 Retaliatory? Yes
 Fee Explanation: \$50.00 per form X 4 forms = \$200.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
New York Life Insurance and Annuity	\$200.00	08/21/2009	30034154

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Corporation

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/25/2009	09/25/2009

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	08/25/2009	08/25/2009	Sean Hebron	09/25/2009	09/25/2009

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Additional Rider Information	Note To Filer	Linda Bird	10/14/2009	10/14/2009
Additional Rider Information	Note To Reviewer	Sean Hebron	10/14/2009	10/14/2009

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Disposition

Disposition Date: 09/25/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	No	
Supporting Document	Application	Yes	
Supporting Document	Life & Annuity - Acturial Memo	No	
Supporting Document	Trade Secret Actuarial Memorandum	No	
Supporting Document	Memoranda of Variable Material	Yes	
Supporting Document	Arkansas Certification	Yes	
Form	Flexible Premium Variable Universal Life Insurance Policy	Yes	
Form	Overloan Protection Rider	Yes	
Form	Supplementary Term Rider	Yes	
Form	Premium Allocation Form for NYLIAC CorpExec Accumulator Variable Universal Life	Yes	

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 08/25/2009
Submitted Date 08/25/2009
Respond By Date 09/25/2009

Dear Sean Hebron,

This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 6-87 and Bulletin 11-88 further address this issue. Please review your issue procedures and assure us that you are in compliance with Ark. Code Ann. 23-79-138 as provided by these bulletins.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Filings of variable contracts must be accompanied by a certification that Regulation 33, in particular Articles, IV, VII, IX and XI, has been reviewed and that the company is in compliance.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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Response Letter

Response Letter Status Submitted to State
Response Letter Date 09/25/2009
Submitted Date 09/25/2009

Dear Linda Bird,

Comments:

In response to your letter,

Response 1

Comments: The required certification has been attached to the supporting documentation tab of the submission.

Related Objection 1

Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 6-87 and Bulletin 11-88 further address this issue. Please review your issue procedures and assure us that you are in compliance with Ark. Code Ann. 23-79-138 as provided by these bulletins.

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Filings of variable contracts must be accompanied by a certification that Regulation 33, in particular Articles, IV, VII, IX and XI, has been reviewed and that the company is in compliance.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Arkansas Certification

Comment:

No Form Schedule items changed.

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Note To Filer

Created By:

Linda Bird on 10/14/2009 03:07 PM

Last Edited By:

Linda Bird

Submitted On:

10/14/2009 03:07 PM

Subject:

Additional Rider Information

Comments:

We have noted your request to extend the use of previously approved rider form 305-375, Spouse's Paid-Up Insurance Purchase Option, to this policy form.

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Note To Reviewer

Created By:

Sean Hebron on 10/14/2009 01:32 PM

Last Edited By:

Sean Hebron

Submitted On:

10/14/2009 01:32 PM

Subject:

Additional Rider Information

Comments:

We would like to extend the use of previously approved rider form 305-375, Spouse's Paid-Up Insurance Purchase Option, to this policy form. This rider was approved on 3/16/2005 under SERFF tracking number USPH-6AGQP7304. I apologize for the delay in receiving this information. Thanks and have a great day!

Best Regards,
Sean Hebron
(212)576-2681

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Form Schedule

Lead Form Number: 309-20

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	309-20	Policy/Cont Flexible Premium ract/Fratern Variable Universal al Life Insurance Policy Certificate	Initial		0.000	309-20.pdf
	309-994	Policy/Cont Overloan Protection ract/Fratern Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	OLP309-994.pdf
	309-360	Policy/Cont Supplementary Term ract/Fratern Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	ST309-360.pdf
	22854	Application/Premium Allocation Enrollment Form for NYLIAC Form CorpExec Accumulator Variable Universal Life	Initial		0.000	22854.pdf

INSURED: [JOHN DOE]
POLICY NUMBER: [00 000 000]
POLICY DATE: [SEPTEMBER 1, 2009]

New York Life Insurance and Annuity Corporation

[51 Madison Avenue, New York, NY 10010 (A Delaware Corporation)]

The Corporation 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 the policy to the Corporation or to the representative through whom it was purchased. If this policy is returned, the policy will be void from the start and a refund will be made. The amount we refund will equal the greater of the policy's Cash Value as of the date the policy is returned or the premiums paid less loans and surrenders.

VARIABLE LIFE INSURANCE BENEFIT. The Life Insurance Benefit of this policy may increase or decrease, depending on the investment experience of the Separate Account and the Life Insurance Benefit Option selected. Further information regarding this benefit is given in the Life Insurance Benefits Section on Page 4 of the policy.

CASH VALUE. To the extent the policy's Cash Value is allocated to the Separate Account, the Cash Value of this policy will vary from day to day reflecting the investment experience of the Separate Account. The method of determining the Cash Value is described in the Cash Surrender Value and Partial Withdrawals Section. There is no guaranteed minimum Cash Value.

Payment Of Premiums. While this policy is in force, premiums can be paid at any time before the Policy Anniversary on which the Insured is age 95, and while the Insured is living. They can be paid at any interval or by any method we make available, subject to any limitations set forth in the Premiums Section. The amount and interval of Planned Premiums, as stated in the application for this policy, are shown on the Policy Data Page.

Effective Date. Coverage under this policy will take effect on the later of the Policy Date as shown on Policy Data Page 2, or the date we receive your Initial Premium Payment.

Annual Report to Owner. An annual report in connection with this policy will be provided to you without charge. This report will tell you how much Cash Value and Cash Surrender Value there is as of the most recent Policy Anniversary, together with the amount of any Policy Debt. This report will also give you other facts required by Interstate Product Regulation Commission Policy Standards for this product.

Service Office. [11400 Tomahawk Creek Parkway, Suite 200, Leawood, KS 66211, Attn. Executive Benefits, 888-695-4748.]

THIS POLICY IS A LEGAL CONTRACT BETWEEN THE POLICYOWNER AND THE CORPORATION. PLEASE READ THIS POLICY CAREFULLY FOR FULL DETAILS.


[
Theodore Adluth
President


Catherine A. Marion
Secretary]

Flexible Premium Variable Universal Life Insurance Policy

Variable Life Insurance Benefit - Flexible Premium Payments
Proceeds Payable at Insured's Death.

AMOUNT OF LIFE INSURANCE BENEFIT, DURATION OF COVERAGE AND POLICY VALUES MAY INCREASE OR DECREASE, REFLECTING INVESTMENT EXPERIENCE OF SEPARATE ACCOUNT.

No Premiums Payable on or After Age 95.
Policy is Non-Participating.

INTEREST CREDITED

- The Fixed Account will be credited with interest using a rate that we set in advance at least annually. This rate is guaranteed to be at least 3% per year.

ADDITIONAL BENEFITS

SUPPLEMENTARY TERM RIDER

Term Face Amount [\$100,000]
Target Face Amount [\$175,000]

[OVERLOAN PROTECTION RIDER (OLP)]

ALTERNATIVE CASH SURRENDER VALUE BENEFIT

Deferred Premium Load Account Monthly Amortization Schedule

Policy Year 1	[0.0000%]	[Policy Year 11	[100.0%]
Policy Year 2	[0.8742%]	Policy Year 12	[100.0%]
Policy Year 3	[0.9767%]	Policy Year 13	[100.0%]
Policy Year 4	[1.1066%]	Policy Year 14	[100.0%]
Policy Year 5	[1.2764%]	Policy Year 15	[100.0%]
Policy Year 6	[1.5079%]	Policy Year 16	[100.0%]
Policy Year 7	[1.8423%]	Policy Year 17	[100.0%]
Policy Year 8	[2.3688%]	Policy Year 18	[100.0%]
Policy Year 9	[3.3224%]	Policy Year 19	[100.0%]
Policy Year 10	[5.6126%]	Policy Year 20	[100.0%]

Premium Load Monthly Amortization Schedule

Policy Year 2	[99.1258%]	[Policy Year 11	[0.0%]
Policy Year 3	[99.0233%]	Policy Year 12	[0.0%]
Policy Year 4	[98.8934%]	Policy Year 13	[0.0%]
Policy Year 5	[98.7236%]	Policy Year 14	[0.0%]
Policy Year 6	[98.4921%]	Policy Year 15	[0.0%]
Policy Year 7	[98.1577%]	Policy Year 16	[0.0%]
Policy Year 8	[97.6312%]	Policy Year 17	[0.0%]
Policy Year 9	[96.6776%]	Policy Year 18	[0.0%]
Policy Year 10	[94.3874%]	Policy Year 19	[0.0%]
		Policy Year 20	[0.0%]

Deferred Premium Load Percentage

Policy Year 1	[85%]	[Policy Year 11	[0%]
Policy Year 2	[75%]	Policy Year 12	[0%]
Policy Year 3	[55%]	Policy Year 13	[0%]
Policy Year 4	[55%]	Policy Year 14	[0%]
Policy Year 5	[55%]	Policy Year 15	[0%]
Policy Year 6	[55%]	Policy Year 16	[0%]
Policy Year 7	[55%]	Policy Year 17	[0%]
Policy Year 8	[55%]	Policy Year 18	[0%]
Policy Year 9	[55%]	Policy Year 19	[0%]
Policy Year 10	[55%]	Policy Year 20	[0%]

Alternative Cash Surrender Value Expiry Date: [September 1, 2021]

POLICY CHARGES

MONTHLY DEDUCTION CHARGE:

The Monthly Deduction Charge is a charge that is deducted from the Cash Value and consists of:

- A Monthly Contract Charge not to exceed \$15.00 per month.
- Monthly Cost of Insurance for the base policy calculated at a rate not to exceed amount on page 2.2.
- Monthly cost of any riders calculated at a rate not to exceed amount on page 2.2.
- A Monthly Mortality and Expense Charge, not to exceed .90% on an annualized basis applied against the net asset value of the Separate Account.
- Per Thousand Face Amount Charge not to exceed the amount on page 2.4 per thousand of Target Face Amount.

Monthly Deduction Day: [1]

Monthly Deduction Day will be the same day of each month as determined by the Policy Date.

PREMIUM EXPENSE CHARGE

Premium Expense Charge is a charge that is deducted from all premiums and consists of:

SALES EXPENSE CHARGE

- Each premium payment is subject to a Sales Expense Charge as follows: (1) During the first Policy Year, a maximum 19.25% charge will apply to all premiums paid, up to the Target Premium. Once the Target Premium for the year has been reached, a maximum 7% charge will apply to any additional premiums paid during that year. (2) During Policy Years 2-4, a maximum 12.75% charge will apply to all premiums paid up to the Target Premium. Once the Target Premium for the year has been reached, a maximum 7% charge will apply to any additional premiums paid during that year. (3) During Policy Years 5-7, a maximum 4.75% charge will be applied to all premiums paid. (4) After the first 7 years, a maximum 3% charge will apply to all premiums.

The Target Premium, as shown on Policy Data Page 2, is determined from the Initial Face Amount of the policy. Any change to the policy, which results in a change to the Face Amount, will change the Target Premium.

STATE TAX CHARGE

- State Tax Charge not to exceed 2% of each premium payment. This amount is subtracted from each premium payment. We reserve the right to change this percentage to conform to changes in the law.

FEDERAL TAX CHARGE

- Federal Tax Charge not to exceed 1.25% of each premium payment. This amount is subtracted from each premium payment. We reserve the right to change this percentage to conform to changes in the law.

OTHER CHARGES

- We reserve the right to apply a processing charge of \$25 for any partial surrender.
- We reserve the right to apply a charge, not to exceed \$30, for each transfer after the first 12 in a Policy Year.
- We reserve the right to make a charge for an increase in our federal income tax liabilities as a result of a change in the tax law that applies to separate accounts.
- *[Additional Flat Extras per month: [\$0.10] per \$1,000 Net Amount at Risk and Term Insurance Benefit Net Amount at Risk]*
- *[Period of Additional Flat Extras: [3 Years]]*

**TABLE OF GUARANTEED MAXIMUM MONTHLY COST OF
INSURANCE RATES
FOR BASE POLICY AND TERM RIDER
(PER \$1,000 NET AMOUNT AT RISK)**

[NONSMOKER]

The rates shown below are based on the 2001 CSO Table of Mortality

AGE	MALE	FEMALE	AGE	MALE	FEMALE
18	[0.08	0.04	57	[0.57	0.48
19	0.08	0.04	58	0.62	0.52
20	0.08	0.04	59	0.68	0.57
21	0.08	0.04	60	0.75	0.62
22	0.08	0.04	61	0.83	0.67
23	0.08	0.04	62	0.93	0.73
24	0.08	0.04	63	1.05	0.79
25	0.08	0.04	64	1.17	0.85
26	0.09	0.04	65	1.30	0.93
27	0.09	0.05	66	1.43	1.01
28	0.09	0.05	67	1.56	1.09
29	0.09	0.05	68	1.71	1.19
30	0.09	0.05	69	1.85	1.30
31	0.08	0.06	70	2.03	1.41
32	0.08	0.06	71	2.24	1.55
33	0.09	0.06	72	2.50	1.70
34	0.09	0.07	73	2.79	1.87
35	0.09	0.07	74	3.08	2.05
36	0.10	0.08	75	3.41	2.25
37	0.10	0.09	76	3.77	2.48
38	0.11	0.09	77	4.19	2.72
39	0.11	0.09	78	4.68	2.99
40	0.12	0.10	79	5.25	3.29
41	0.13	0.11	80	5.87	3.62
42	0.14	0.11	81	6.59	4.07
43	0.16	0.12	82	7.35	4.58
44	0.18	0.13	83	8.18	5.10
45	0.19	0.14	84	9.10	5.67
46	0.21	0.16	85	10.14	6.32
47	0.23	0.17	86	11.32	6.92
48	0.24	0.19	87	12.62	7.82
49	0.26	0.21	88	14.04	8.78
50	0.28	0.23	89	15.57	9.81
51	0.30	0.26	90	17.20	10.77
52	0.33	0.29	91	18.76	11.26
53	0.36	0.32	92	20.42	12.24
54	0.41	0.35	93	22.22	13.71
55	0.46	0.39	94	24.16	15.61]
56	0.51	0.43]			

**TABLE OF PERCENTAGES FOR LIFE INSURANCE BENEFIT
FOR COMPLIANCE WITH IRC SECTION 7702
CASH VALUE ACCUMULATION TEST (CVAT)**

[NONSMOKER]

The rates shown below are based on the 2001 CSO Table of Mortality

INSURED'S AGE ON POLICY ANNIVERSARY	MALE	FEMALE	INSURED'S AGE ON POLICY ANNIVERSARY	MALE	FEMALE
18	[8.66	10.02	57	[2.34	2.60
19	8.38	9.67	58	2.27	2.53
20	8.11	9.34	59	2.20	2.45
21	7.85	9.01	60	2.14	2.38
22	7.60	8.69	61	2.08	2.31
23	7.35	8.39	62	2.02	2.25
24	7.11	8.10	63	1.96	2.18
25	6.88	7.81	64	1.91	2.12
26	6.65	7.54	65	1.86	2.06
27	6.43	7.27	66	1.81	2.01
28	6.22	7.02	67	1.76	1.95
29	6.01	6.77	68	1.72	1.90
30	5.81	6.53	69	1.68	1.85
31	5.62	6.30	70	1.64	1.80
32	5.43	6.08	71	1.60	1.76
33	5.24	5.87	72	1.56	1.71
34	5.06	5.66	73	1.52	1.67
35	4.89	5.47	74	1.49	1.63
36	4.72	5.28	75	1.46	1.59
37	4.56	5.10	76	1.43	1.55
38	4.40	4.92	77	1.40	1.52
39	4.25	4.75	78	1.37	1.48
40	4.10	4.59	79	1.34	1.45
41	3.96	4.43	80	1.32	1.42
42	3.83	4.28	81	1.30	1.38
43	3.70	4.13	82	1.27	1.36
44	3.57	3.99	83	1.25	1.33
45	3.45	3.85	84	1.23	1.30
46	3.34	3.72	85	1.21	1.28
47	3.23	3.60	86	1.20	1.25
48	3.13	3.48	87	1.18	1.23
49	3.02	3.36	88	1.16	1.20
50	2.93	3.25	89	1.14	1.18
51	2.83	3.15	90	1.13	1.15
52	2.74	3.05	91	1.11	1.13
53	2.65	2.95	92	1.09	1.10
54	2.57	2.86	93	1.07	1.07
55	2.49	2.77	94	1.04	1.04]
56	2.41	2.68]			

**TABLE OF GUARANTEED MAXIMUM MONTHLY PER THOUSAND FACE AMOUNT
CHARGES
FOR BASE POLICY AND TERM RIDER**

[NONSMOKER]

ISSUE AGE	MALE	FEMALE	ISSUE AGE	MALE	FEMALE
18	[0.050	0.060	52	[0.060	0.125
19	0.050	0.060	53	0.070	0.140
20	0.050	0.060	54	0.070	0.150
21	0.050	0.060	55	0.080	0.165
22	0.050	0.060	56	0.080	0.170
23	0.050	0.060	57	0.080	0.180
24	0.050	0.060	58	0.080	0.185
25	0.050	0.060	59	0.080	0.195
26	0.050	0.060	60	0.080	0.205
27	0.050	0.060	61	0.080	0.210
28	0.050	0.060	62	0.080	0.220
29	0.050	0.060	63	0.080	0.225
30	0.050	0.060	64	0.080	0.230
31	0.050	0.060	65	0.090	0.240
32	0.050	0.060	66	0.090	0.240
33	0.050	0.060	67	0.090	0.240
34	0.050	0.060	68	0.090	0.240
35	0.050	0.060	69	0.090	0.240
36	0.050	0.060	70	0.090	0.240
37	0.050	0.060	71	0.090	0.240
38	0.050	0.060	72	0.090	0.240
39	0.050	0.065	73	0.090	0.240
40	0.050	0.065	74	0.090	0.240
41	0.050	0.070	75	0.090	0.240
42	0.050	0.075	76	0.090	0.240
43	0.050	0.075	77	0.090	0.240
44	0.050	0.080	78	0.090	0.240
45	0.050	0.080	79	0.090	0.240
46	0.050	0.085	80	0.090	0.240
47	0.050	0.090	81	0.090	0.240
48	0.050	0.095	82	0.090	0.240
49	0.050	0.095	83	0.090	0.240
50	0.050	0.105	84	0.090	0.240
51	0.060	0.115]	85	0.090	0.240]

WE & YOU

In this policy, the words "the Corporation", "we", "our" or "us" refer to New York Life Insurance and Annuity Corporation, and the words "you" or "your" refer to the Owner of this policy.

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

CONTENTS

<u>SECTION</u>	<u>PROVISIONS</u>	<u>PAGE</u>
	POLICY DATA PAGES	
ONE	LIFE INSURANCE BENEFITS	4
TWO	OWNER AND BENEFICIARY	4-5
THREE	POLICY CHANGES	5-6
FOUR	PREMIUMS	6-7
FIVE	SEPARATE ACCOUNT	8-10
SIX	FIXED ACCOUNT	10
SEVEN	CASH SURRENDER VALUE AND PARTIAL SURRENDERS	11-12
EIGHT	MONTHLY DEDUCTIONS	13-14
NINE	LOANS	14-15
TEN	PAYMENT OF POLICY PROCEEDS	15
ELEVEN	GENERAL PROVISIONS	16-18
	APPLICATION - Attached to the policy	
	RIDERS OR ENDORSEMENTS (IF ANY) - Attached to the policy	

SECTION ONE - LIFE INSURANCE BENEFITS

1.1 Life Insurance Proceeds The amount of life insurance proceeds payable under this policy consists of:

- The Life Insurance Benefit of this policy, plus
- The death benefit payable on any riders in effect on the Insured on the date of the Insured's death, less
- Any Policy Debt. Policy Debt is the sum of any outstanding policy loan plus accrued loan interest, less
- Any unpaid Monthly Deduction Charge.

The Life Insurance Benefit of this policy is based on the Life Insurance Benefit Option in effect on the date of the Insured's death and the policy's Initial Face Amount shown on Policy Data Page 2. It will also reflect any changes to the policy Face Amount in accordance with the provisions of this policy.

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 and subject to any payment we made before notification of death. 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. Payment of life insurance proceeds will be made according to the Payment of Policy Proceeds Section.

1.2 Life Insurance Benefit Options The Life Insurance Benefit payable under this policy will be determined in accordance with one of the following options:

Option 1 - This option provides a Life Insurance Benefit equal to the greater of (a) the Face Amount of the policy or (b) a percentage of the Alternative Cash Surrender Value (as defined in Section 7.3) equal to the minimum necessary for this policy to qualify as life insurance under Section 7702 of the Internal Revenue Code, as amended. (See Policy Data Page 2.3 for a table of these percentages.)

Option 2 - This option provides a Life Insurance Benefit equal to the greater of (a) the Face Amount of the policy plus the Alternative Cash Surrender Value or (b) a percentage of the Alternative Cash Surrender Value equal to the minimum necessary for this policy to qualify as life insurance under Section 7702 of the Internal Revenue Code, as amended. (See Policy Data Page 2.3 for a table of these percentages.)

Option 3 - This option provides a Life Insurance Benefit equal to the greater of (a) the Face Amount of the policy plus the Cumulative Premium Amount (as defined in Section 4.4), or (b) a percentage of the Alternative Cash Surrender Value equal to the minimum necessary for this policy to qualify as life insurance under Section 7702 of the Internal Revenue Code, as amended. (See Policy Data Page 2.3 for a table of these percentages.)

Under these options, if the Insured dies on or after the Policy Anniversary on which the Insured is age 95, the Life Insurance Benefit will equal the Alternative Cash Surrender Value less any Policy Debt.

SECTION TWO - OWNER AND BENEFICIARY

2.1 Owner The Owner of this policy is shown on Policy Data Page 2. As the owner, you will have all rights of ownership in this policy while the Insured is living. You do not need the consent of any successor owner or beneficiary to exercise these rights.

2.2 Successor Owner A successor owner may 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 or cease to exist, as applicable, before the successor owner and the Insured is still living, the successor owner will become the new owner. If no successor owner survives you and you die before the Insured, your estate or a successor entity, as applicable, becomes the new owner.

SECTION TWO - OWNER AND BENEFICIARY (continued)

2.3 Change Of Ownership While the Insured is living, you may change the owner of the 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 sign the form, subject to any payment we made or action we took before recording this change. When this change takes effect, all rights of ownership pass to the new owner or successor 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 may be classed as first, second and so on. If two or more are named in a class, their shares in the life insurance proceeds are equal, unless you state otherwise. The stated shares of the life insurance proceeds 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 life insurance proceeds survives the Insured, the right to those life insurance proceeds will pass to you. If you are deceased or have ceased to exist, this right will pass to your estate or successor entity, as applicable.

2.5 Change Of Beneficiary While the Insured is living, you may change a beneficiary by notifying us in writing. The notice must clearly state the beneficiary designation, be signed by you, and include the policy number and the name of the Insured. In the case of an irrevocable beneficiary, a change in beneficiary is not permitted without consent of the irrevocable beneficiary. 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.

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 life insurance proceeds as though that beneficiary died first.

SECTION THREE - POLICY CHANGES

3.1 Policy Changes On or after the first Policy Anniversary, you can apply in writing to have the Face Amount increased or decreased subject to the Minimum Face Amount (without changing the Life Insurance Benefit Option), or have the Life Insurance Benefit Option changed. To apply for these changes we must receive your signed request at our Service Office in a form acceptable to us. To increase the Face Amount or to change the Life Insurance Benefit Option, we may require a written application, signed by you and the Insured, and proof of insurability. Any increase in Face Amount, or change in the Life Insurance Benefit Option will be subject to our approval and the limits we set in Sections 3.2 and 3.4. Changes can only be made while the Insured is living, and only if this policy would continue to qualify as life insurance under Section 7702 of the Internal Revenue Code, as amended.

3.2 Face Amount Increase An increase will take effect on the Monthly Deduction Day on or after the day we approve your request for the increase. Any increase that occurs automatically will not be subject to evidence of insurability.

The minimum amount allowed for an increase in Face Amount is shown on Policy Data Page 2.

The Cost of Insurance and the Per Thousand Face Amount Charge for each increase will be based on the Policy Year, and on the Insured's age, gender, and class of risk on the Policy Date.

For the amount of the increase, new Incontestability and Suicide Exclusion periods will apply, and will start on the date when such increase takes effect.

SECTION THREE - POLICY CHANGES (continued)

3.3 Face Amount Decrease A decrease will take effect on the Monthly Deduction Day on or after the day we receive your signed request at our Service Office in a form acceptable to us. You should consult your tax advisor regarding the tax consequences of decreasing your policy Face Amount.

The decrease will first be applied to reduce the most recent increase in the Face Amount. It will then be applied to reduce other increases in the Face Amount in the reverse order in which they took effect and then to the Initial Face Amount.

You can decrease your Face Amount, provided at least the Minimum Face Amount shown on Policy Data Page 2 remains in effect. The minimum amount allowed for a decrease in Face Amount is shown on Policy Data Page 2.

3.4 Life Insurance Benefit Option Change Life Insurance Benefit Option changes will take effect on the Monthly Deduction Day on or after the day we receive your signed request at our Service Office in a form acceptable to us.

If you change from Option 1 to Option 2, the current policy Face Amount will be decreased by the Alternative Cash Surrender Value.

If you change from Option 2 to Option 1, the current policy Face Amount will be increased by the Alternative Cash Surrender Value.

Changes to Option 3 will not be allowed at any time. However, you can change from Option 3 to Options 1 or 2. If you change from Option 3 to Option 1 the current policy Face Amount will be increased by the Cumulative Premium Amount. If you change from Option 3 to Option 2 the current policy Face Amount will be increased by the difference between the Alternative Cash Surrender Value and the Cumulative Premium Amount. This amount will never be less than zero. The Alternative Cash Surrender Value is described in more detail in Section 7.3.

You can change the Life Insurance Benefit Option of this policy only once per Policy Year. Changes in the Life Insurance Benefit Option that would cause the policy Face Amount to fall below the Minimum Face Amount requirement shown on Policy Data Page 2 will not be permitted.

SECTION FOUR - PREMIUMS

4.1 Premium Payments At any time before the Policy Anniversary on which the Insured is age 95, and while the Insured is living, premiums can be paid at any interval or by any method we make available. Premiums are payable at our Service Office or at any other location that we indicate to you in writing.

4.2 Planned And Unplanned Premiums The Initial Premium Payment Amount and interval of any Planned Premiums, as stated in the application, are shown on the Policy Data Page 2. The amount of any Planned Premium may be increased or decreased subject to the limits we set. The frequency of Planned Premiums may also be changed subject to our minimum premium rules. You may elect not to make a Planned Premium payment at any time. A Planned Premium does not have to be paid to keep this policy in effect provided the Cash Surrender Value is sufficient to cover the charges made on the Monthly Deduction Day.

You may also make other premium payments that are not planned (referred to as "Unplanned Premium(s)" in this policy). However, no Planned or Unplanned premiums may be paid on or after the Policy Anniversary on which the Insured is age 95.

If an Unplanned Premium payment would result in an increase in the difference between the Life Insurance Benefit and the Alternative Cash Surrender Value, we reserve the right to require proof of insurability for that increase.

SECTION FOUR – PREMIUMS (continued)

4.3 Premium Limitations In addition to the limits described in Sections 4.1 and 4.2, premium payments are also limited by the premium test choice you made when you applied for this policy. These premium tests are used to determine whether an insurance policy meets the definition of life insurance under Section 7702 of the Internal Revenue Code, as amended.

- (1) The Guideline Premium Test (or GPT) allows you to maintain a higher level of Alternative Cash Surrender Value in relation to the death benefit. If you chose this test and the premium you pay during any Policy Year exceeds the maximum permitted under this Internal Revenue Code test, we will return any such excess within 60 days after the end of the Policy Year, with interest at a rate of not less than the guaranteed rate shown on the Policy Data Page 2.
- (2) The Cash Value Accumulation Test (or CVAT) allows you to maintain a higher level of death benefit in relation to Alternative Cash Surrender Value.

The test you chose is shown on Policy Data Page 2 and cannot be changed.

4.4 Cumulative Premium Amount The Cumulative Premium Amount is equal to the total premium payments paid less the total partial surrenders and partial surrender fees taken under the policy. Reductions due to partial surrenders will never cause this amount to be less than zero. This is used in the calculation of Life Insurance Benefit Option 3.

4.5 Premium Payment Allocation When we receive a premium payment, we deduct a Premium Expense Charge not to exceed the amount shown on the Policy Data Page 2. The balance of the premium (the Net Premium) will be applied to the Separate Account Investment Divisions or to the Fixed Account in accordance with your premium allocation election in effect at that time, and before any other deductions and charges that may be due are made. See Policy Data page 2.1 for an explanation of deductions and charges.

4.6 Premium Allocation Election You can change your premium allocation election stated in the application by submitting a signed request in a form acceptable to us. Your allocation percentages must total 100%. Each percentage must be either zero, or a number that may have up to two decimal places. This change will become effective on the date we receive the signed request at our Service Office in a form acceptable to us.

4.7 Late Period If, on a Monthly Deduction Day, the Cash Surrender Value is less than the Monthly Deduction Charge for the next Policy Month, the policy will continue for a late period of 62 days after that Monthly Deduction Day. This may happen even if all Planned Premiums have been paid. If we do not receive sufficient payment before the end of the late period, the policy will end and there will be no more benefits under the policy and any attached riders. To inform you of this event, we will mail a notice to you at your last known address at least 31 days before the end of the late period. We will also mail a copy of the notice to the last known address of any assignee on our records.

If the Insured dies during the late period, we will pay the life insurance proceeds. However, these life insurance proceeds will be reduced by the amount of any Policy Debt and Monthly Deduction Charges for the full Policy Month or Months that run from the beginning of the late period through the Policy Month in which the Insured died.

4.8 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 that allow such reinstatement) if you did not surrender it. If the required payment is made within 31 days after the end of the Late Period, no proof of insurability is required, but the Insured must be living when we receive the payment. If the required payment is not made within 31 days after the end of the Late Period, when you apply for reinstatement, you must provide proof of insurability that is acceptable to us. A written application will be required and a copy of the application will be placed in the policy and made a part of it.

To reinstate this policy, a payment that is sufficient to keep this policy in effect for at least 2 months must be made. This payment will be in lieu of the payment of all premiums in arrears. If this policy is reinstated, we will reinstate the Cash Value corresponding to the date of reinstatement, less any Policy Debt if not repaid. Any Policy Debt can also be repaid, together with loan interest at the current loan interest rate compounded once each year from the end of the Late Period to the date of reinstatement.

The date of reinstatement is the Monthly Deduction Day on or next following the date we approve your signed request for reinstatement at our Service Office in a form acceptable to us.

SECTION FIVE - SEPARATE ACCOUNT

5.1 Separate Account We have established and maintained the Separate Account under the laws of the State of Delaware. Any realized or unrealized income, net gains and losses from the assets of the Separate Account are credited or charged to it without regard to our other income, gains or losses, including income, gains or losses from our other separate accounts. We put assets in the Separate Account that you have allocated to the Investment Divisions for this policy, and we may also do the same for any other variable life insurance policies we may issue.

5.2 Separate Account Assets The Separate Account invests its assets in shares of one or more mutual funds or mutual fund portfolios. Fund shares are purchased, redeemed and valued on behalf of the Separate Account. The Separate Account is divided into Investment Divisions. We reserve the right to substitute, add, or remove any Investment Division of the Separate Account, subject to any required regulatory approvals. We will notify you prior to any such change in the Investment Divisions.

The assets of the Separate Account are our property. The Separate Account assets will be at least equal to the reserves and other contract liabilities of the Separate Account. Those assets will not be chargeable with liabilities arising out of any other business we conduct. We reserve the right to transfer assets of an Investment Division, in excess of the reserves and other contract liabilities with respect to that Investment Division, to another Investment Division or to our General Account.

5.3 Separate Account Value We will determine the value of the assets of the Separate Account on each day during which the New York Stock Exchange is open for trading. However, if the value of the asset is needed on a day that the Separate Account has not been valued, the value on the next valuation period will be used. The assets of the Separate Account will be valued at fair market value, as determined in accordance with a method of valuation that we established in good faith.

5.4 Transfers We reserve the right to transfer assets of the Separate Account, which we determine to be associated with the class of policies to which this policy belongs, to another separate account. If this type of transfer is made, the term "Separate Account," as used in this policy, shall then mean the separate account to which the assets were transferred.

5.5 Other Rights We also reserve the right, when permitted by law, to:

- (a) de-register the Separate Account under the Investment Company Act of 1940;
- (b) manage the Separate Account under the direction of a committee or discharge such committee at any time;
- (c) restrict or eliminate any voting rights of Policyowners or other persons who have voting rights as to the Separate Account;
- (d) combine the Separate Account with one or more other separate accounts; and
- (e) make additions to, deletions from, or substitutions for, the mutual funds or mutual fund portfolio shares held by any Investment Division.

5.6 Change In Investment Objective When required by law or regulation, an investment objective of the Separate Account can be changed. It will only be changed if approved by the appropriate insurance official of the State of Delaware or deemed approved in accordance with such law or regulation. If so required, the request to obtain such approval will be filed with the insurance official of the state or district in which this policy is delivered.

SECTION FIVE - SEPARATE ACCOUNT (continued)

5.7 Separate Account Interest The interest of this policy in the Separate Account prior to the date on which the Life Insurance Benefit becomes payable is represented by Accumulation Units.

5.8 Accumulation Units Accumulation Units are the accounting units used to calculate the values under this policy. The number of Accumulation Units purchased in an Investment Division will be determined by dividing the part of any premium payment or the part of any transfer applied to that Investment Division, by the value of an Accumulation Unit for that Investment Division, on the transaction date. Payments allocated, transferred, or otherwise added to the Investment Divisions will be applied to provide Accumulation Units in those Investment Divisions. Accumulation Units are redeemed when amounts are loaned, transferred, surrendered, or otherwise deducted. These transactions are called policy transactions.

Accumulation Units are bought and sold each time there is a policy transaction. The number of Accumulation Units in an Investment Division on any date is determined as follows:

- Step 1: From the units as of the prior Monthly Deduction Day, subtract the units sold to pay any Partial Surrenders per Section 7.6.
- Step 2: Add units bought with premiums received since the prior Monthly Deduction Day per Section 4.5.
- Step 3: Subtract units sold to transfer amounts into the Loan Account per Section 9.2 and Section 9.3.
- Step 4: Add units bought with transfers from the Loan Account per Section 9.3.
- Step 5: Subtract units sold to transfer amounts into other Investment Divisions and to the Fixed Account per Section 5.10.
- Step 6: Add units bought from amounts transferred from other Investment Divisions and from the Fixed Account per Section 5.10 and 6.2, respectively.

The number of units on a Monthly Deduction Day is the result of steps 1 to 6, minus the number of units sold to pay the Monthly Deduction Charges per Section 8.1.

5.9 Accumulation Unit Value Determination The value of an Accumulation Unit on any business day is determined by multiplying the value of that unit on the immediately preceding business day by the net investment factor for the valuation period. The valuation period is the period, consisting of one or more days, from one valuation time to the next succeeding valuation time. The net investment factor for this policy used to calculate the value of an Accumulation Unit in any Investment Division of the Separate Account for the valuation period is determined by dividing (a) by (b), where:

(a) is the sum of:

- (1) the net asset value of a fund share held in the Separate Account for that Investment Division determined at the end of the current valuation period, plus
- (2) the per share amount of any dividends or capital gain distributions made by the fund for shares held in the Separate Account for that Investment Division if the ex-dividend date occurs during the valuation period; and

(b) is the net asset value of a fund share held in the Separate Account for that Investment Division determined as of the end of the immediately preceding valuation period.

The net investment factor may be greater or less than one; therefore, the value of an Accumulation Unit may increase or decrease.

SECTION FIVE - SEPARATE ACCOUNT (continued)

5.10 Investment Divisions And Fixed Account Transfers Transfers may be made between Investment Divisions of the Separate Account. Transfers can also be made from an Investment Division to the Fixed Account. Transfers can also be made from the Fixed Account to the Investment Divisions, subject to the limits described in the Fixed Account Section. We reserve the right to apply a charge, not to exceed \$30, for each transfer after the first 12 transfers in a given Policy Year. This charge is applied on a pro-rata basis to the Fixed Account and Investment Divisions to which the transfer is being made.

Transfers between Investment Divisions (and also to and from the Fixed Account) will generally take effect as of the business day we receive your request at our Service Office in a form acceptable to us, which gives us the facts that we need. However, if we receive your signed request after the New York Stock Exchange is closed for trading, or on a day on which the New York Stock Exchange is not open for trading, the transfer will take effect on the next business day in which New York Life Insurance and Annuity Corporation is open for business and the New York Stock Exchange is open for trading.

Your right to make transfers under the policy is subject to modification if we determine in our sole discretion that the exercise of that right will disadvantage or potentially hurt the rights or interests of other policyowners. Such restrictions may be applied in any manner reasonably designed to prevent any use of the transfer right, which we consider to be to the actual or potential disadvantage of other policyowners. Any modification could be applied to transfers to or from some or all of the Investment Divisions and could include, but not be limited to, not accepting a transfer request from any person, asset allocation and/or market timing service made on behalf of policyowners and/or limiting the amount that may be transferred into or out of any Investment Division at any one time.

5.11 Transfer Limitations The minimum amount that can be transferred is the lesser of \$500 or the value of all remaining Accumulation Units in the Investment Division from which the transfer is being made, unless we agree otherwise. The Investment Division from which the transfer is being made must maintain a minimum balance of \$500 after the transfer is completed. If, after a transfer, the value of the remaining balance in an Investment Division would be less than \$500, we have the right to include that amount as part of the transfer.

SECTION SIX - FIXED ACCOUNT

6.1 Fixed Account The Fixed Account is supported by assets of our General Account. Our General Account represents all of our assets, liabilities, capital and surplus, income, gains, or losses that are not in any separate account. Any amounts in the Fixed Account are credited with interest using a fixed interest rate, which we declare periodically. We will set this rate in advance at least annually. This rate will never be less than the rate shown on the Policy Data Page 2 (cont.). Interest accrues daily and is credited on the Monthly Deduction Day. All payments applied to, or amounts transferred to, the Fixed Account receive the rate in effect at that time.

6.2 Transfers You can make transfers from the Fixed Account to the Investment Divisions. The minimum amount that can be transferred is \$500, unless we agree otherwise. However, if the values remaining in the Fixed Account after the transfer would be less than \$500, we have the right to include that amount as part of the transfer. The maximum amount allowed for a transfer in any one Policy Year is the greater of (i) 20% of the amount in the Fixed Account at the beginning of that Policy Year, (ii) the previous year's transfer amount, or (iii) \$5,000. After the Insured reaches age 65, you can make one transfer in excess of the 20% limit from the Fixed Account to the Investment Divisions.

SECTION SEVEN - CASH SURRENDER VALUE AND PARTIAL SURRENDERS

7.1 Cash Value The Cash Value on any date is the value of your policy's Accumulation Units in the Separate Account plus the amount in the Fixed Account plus the amount in the Loan Account. The Cash Value on the Policy Date is determined by subtracting the Monthly Deduction Charge listed on Policy Data page 2.1 from the initial net premium.

7.2 Cash Surrender Value The Cash Surrender Value equals the Cash Value less Policy Debt.

7.3 Alternative Cash Surrender Value (ACSV) The ACSV is equal to the Cash Value of the policy plus the value of the Deferred Premium Load Account through the date of surrender. You are eligible to receive the ACSV less any Policy Debt, provided that the policy has not been assigned and the Owner has not changed, unless that change was to a Trust established by you.

The Deferred Premium Load Account is not available to support Monthly Deduction Charges or for purposes of a loan or partial surrender.

7.4 Deferred Premium Load Account Calculation The value of the Deferred Premium Load Account during the first Policy Year is equal to the cumulative Premium Expense Charge collected during the first Policy Year, multiplied by the Deferred Premium Load Percentage, plus interest credited on these amounts. The Deferred Premium Load Account will be amortized on the Monthly Deduction Day. The amortized amount will be the value of the Deferred Premium Load Account on that date multiplied by the applicable percentage from the Deferred Premium Load Account Monthly Amortization Schedule on Policy Data Page 2 (cont).

The Deferred Premium Load Account value on each Monthly Deduction Day on or after the first Policy Anniversary will be equal to (a) minus (b) plus (c) plus (d), where:

(a) is the value of the Deferred Premium Load Account as of the prior Monthly Deduction Day; and

(b) is the amortized amount as described above; and

(c) is the applicable percentage (from the Premium Load Monthly Amortization Schedule on Policy Data Page 2 (cont.)) of the cumulative Premium Expense Charge collected since the last Monthly Deduction Day multiplied by the Deferred Premium Load Percentage on Policy Data Page 2 (cont.), including the current Monthly Deduction Day; and

(d) is the interest credited for the prior month.

The interest credited to the Deferred Premium Load Account at any time will be based on a rate of interest, which we declare periodically. Such rate will be declared at least annually.

The value of the Deferred Premium Load Account is zero on or after the earlier of the Alternative Cash Surrender Value Expiry Date shown on Policy Data Page 2 (cont.) or upon lapse of the policy.

SECTION SEVEN - CASH SURRENDER VALUE AND PARTIAL SURRENDERS (continued)

7.5 Surrender You can apply to receive the full Cash Surrender Value, or, if applicable, the ACSV less any Policy Debt, while the Insured is alive and this policy is in effect. The Cash Surrender Value or ACSV will be calculated as of the date on which we receive your signed request in a form acceptable to us at our Service Office, unless a later effective date is selected. All insurance will end on the date we receive your request at our Service Office for a full cash surrender.

7.6 Partial Surrender You can apply for a partial surrender of at least \$500, provided that the Cash Surrender Value that would remain after the surrender is at least \$500. There may be a processing charge as shown on Policy Data Page 2.1 applied to any partial surrender. In addition, if a partial withdrawal would cause the policy Face Amount to drop below our Minimum Face Amount shown on Policy Data Page 2, we reserve the right to require a full surrender.

When you take a partial surrender, the Cash Value, the Cash Surrender Value, the ACSV, and the Cumulative Premium Amount will be reduced by the surrender proceeds. The amount withdrawn and processing charges are taken on a pro-rata basis from the Fixed Account and each Investment Division, or from only the Investment Divisions in an amount or ratio that you tell us. To make a withdrawal from the policy, we must receive your signed request at our Service Office in a form acceptable to us.

For policies where Life Insurance Benefit Option 1 is in effect, the policy Face Amount will be reduced by the difference between:

- (a) the amount of the surrender, and
- (b) the greater of:
 - (i) zero, or
 - (ii) the ACSV of the policy immediately prior to the partial surrender, minus the policy Face Amount divided by the applicable percentage, as shown on Policy Data page 2.3, for the Insured's age at time of surrender.

If the above results in zero or a negative amount, there will be no adjustment in the policy Face Amount.

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

For policies where Life Insurance Benefit Option 3 is in effect and the Cumulative Premium Amount is less than the amount of the surrender, the policy Face Amount will be reduced by the difference between:

- (a) the amount of the surrender less the Cumulative Premium Amount immediately prior to the surrender; and
- (b) the greater of:
 - (i) the ACSV of the policy immediately prior to the surrender, less the Cumulative Premium Amount, minus the policy Face Amount divided by the applicable percentage shown on Policy Data Page 2.3, for the Insured's age at the time of surrender, or
 - (ii) zero.

If the above results in zero or a negative amount, there will be no adjustment in the policy Face Amount.

Any decrease in policy Face Amount caused by payment of a partial surrender will first be applied against the most recent policy Face Amount increase. It will then be applied to other policy Face Amount increases in the reverse order in which they took place, and then to the Initial Face Amount.

Proceeds from a surrender benefit or partial surrender will be paid in one sum. The amount of proceeds will be determined as of the date we receive your signed request at our Service Office in a form acceptable to us.

SECTION EIGHT – MONTHLY DEDUCTIONS

8.1 Monthly Deduction Charge On each Monthly Deduction Day, the following deductions are made from the policy's Cash Value:

- (a) A monthly Contract Charge not to exceed the amount shown on the Policy Data Page 2.1;
- (b) The monthly Cost of Insurance for the amount of the Life Insurance Benefit in effect at that time;
- (c) The monthly cost for any riders attached to this policy.
- (d) The monthly Mortality and Expense Charge not to exceed the amount shown on the Policy Data Page 2.1.
- (e) A Per Thousand Face Amount Charge not to exceed the amount shown on Policy Data Page 2.4.

In some cases, an extra deduction may be required due to an Insured's circumstances, including but not limited to their medical condition, occupation, motor vehicle or aviation record. These deductions are referred to as flat extras. The amount and duration of these flat extras, if any, are shown on the Policy Data Page 2.1.

The Monthly Deduction Day for this policy, which is shown on Policy Data Page 2.1, will be the same calendar day each month, as determined by the Policy Date. The first Monthly Deduction Day will be the first occurrence of this calendar day that falls on or after the Issue Date of the policy. However, if, on the Issue Date, we have not yet received the Initial Premium Payment for the policy, the first Monthly Deduction Day will be the first occurrence of this calendar day that falls on or after the date we receive such payment. Deductions made on the first Monthly Deduction Day will include the monthly deductions specified in (a) through (e) above which would have been made on each Monthly Deduction Day for the period from the Policy Date to the first Monthly Deduction Date as if the policy had been issued on the Policy Date.

All monthly deductions are made in accordance with your expense charge allocation, if any. If no expense charge allocation is in effect, monthly deductions will be made on a pro-rata basis from each of the Investment Divisions and the Fixed Account.

8.2 Cost Of Insurance Calculation The Cost of Insurance is calculated on each Monthly Deduction Day. We will do this regardless of whether a premium is paid in that month. The monthly Cost of Insurance is equal to (1) multiplied by the result of (2) minus (3), where:

- (1) is the monthly Cost of Insurance rate per \$1,000 of insurance;
- (2) is the number of thousands of Life Insurance Benefit (as defined in the applicable Option 1, Option 2 or Option 3 in the Life Insurance Benefits Section) divided by 1.0032737; and
- (3) is the number of thousands of ACSV as of the Monthly Deduction Day (before this Cost of Insurance, and after any applicable Mortality and Expense Risk Charge, Contract Charge, Per Thousand Face Amount Charge, and the monthly cost of any riders are deducted).

The Net Amount at Risk is (2) minus (3).

8.3 Cost Of Insurance Rates The same rate is used to obtain the Cost of Insurance for the Initial Face Amount and for each increase in the Face Amount. The rate is based on the Policy Year and on the Insured's age, gender, and class of risk on the Policy Date. These same rates are used for benefit increases solely in accordance with the Option 1, Option 2, or Option 3 calculations described in the Life Insurance Benefits Section.

The monthly rates that apply to the Cost of Insurance at all ages will not be greater than the Table of Guaranteed Maximum Monthly Cost of Insurance Rates shown on Policy Data Page 2.2. The actual rate applicable will be set by us, in advance, at least once a year. Any change in Cost of Insurance rates will be made on a uniform basis for Insureds of the same classification such as issue age, gender, risk classification and Policy Year. Any change in these rates will be based on future expectations for investment earning, mortality, persistency, taxes and expenses.

SECTION EIGHT – MONTHLY DEDUCTIONS (continued)

8.4 Per Thousand Face Amount Charge The Per Thousand Face Amount Charge for the Initial Face Amount is based on the Insured's issue age and Policy Year, gender, and class of risk at the time of issue. The Per Thousand Face Amount Charge for each Face Amount increase is based on the Insured's age, gender, and class of risk at the time that increase took effect.

The Per Thousand Face Amount Charge is calculated each month on each Monthly Deduction Day. We do this even if a premium payment is not made in that month.

The Per Thousand Face Amount Charge is calculated for the Face Amount of insurance by multiplying the Per Thousand Face Amount Charge for the appropriate year by the number of thousands of the Target Face Amount. The applicable Per Thousand Face Amount Charge for any Policy Year will not be greater than the maximum rate shown on the Policy Data Page 2.4.

The Monthly Per Thousand Face Amount Charge is calculated separately for each Face Amount Increase by multiplying the Per Thousand Face Amount Charge for the appropriate year by the number of thousands for each respective Face Amount Increase.

8.5 Monthly Rider Cost For any rider made a part of this policy, its guaranteed monthly cost is described in the rider or on Policy Data Page 2.1.

SECTION NINE – LOANS

9.1 Loan Value On or after the first Policy Anniversary and using the policy as sole security, you may borrow any amount up to the loan value of the policy. The loan value on any given date is equal to 95% of an amount equal to the Cash Value less any Policy Debt to that date.

9.2 Loan Request When a loan is requested, an amount is transferred from the Investment Divisions and/or the Fixed Account to the Loan Account equal to:

- (a) the requested loan amount; plus
- (b) any outstanding loan; minus
- (c) the amount in the Loan Account prior to these transfers.

This transfer will be made on a pro-rata basis from the Investment Divisions and the Fixed Account unless you request otherwise.

9.3 Loan Account The Loan Account secures Policy Debt and is part of the General Account. The amount in the Loan Account on any date will not be less than:

- (a) the amount in the Loan Account on the prior Policy Anniversary; plus
- (b) any loan taken since the prior Policy Anniversary; less
- (c) any loan amount repaid since the prior Policy Anniversary.

The amount in the Loan Account will be credited with interest at a rate that will never be less than the greater of (1) the guaranteed interest rate applicable to the Fixed Account as shown on the Policy Data Page 2 (cont.), and (2) the effective annual loan interest rate less 2%. Interest accrues daily and is credited on the Monthly Deduction Day.

On each Policy Anniversary, if the outstanding loans plus interest due exceeds the amount in the Loan Account, the excess will be transferred pro-rata from the Investment Divisions and the Fixed Account to the Loan Account.

On each Policy Anniversary, if the amount in the Loan Account exceeds the amount of any outstanding loans plus interest due, the excess will be transferred from the Loan Account to the Investment Divisions and to the Fixed Account. Amounts transferred will first be transferred to the Fixed Account up to an amount equal to the total amounts transferred from the Fixed Account to the Loan Account. Any subsequent amounts transferred will be allocated according to your premium allocation in effect at the time of transfer unless you tell us otherwise.

SECTION NINE – LOANS (continued)

9.4 Loan Interest Rate Unless we set a lower rate for any period, the effective annual loan interest rate is 4%, which is payable in arrears. Loan interest accrues and is due each day. Loan interest not paid on the Policy Anniversary becomes part of the loan.

On the date of death, the date the policy ends, the date of a loan repayment, or on any other date we specify, we will make any adjustment in the loan that is required to reflect any interest paid for any period beyond that date. If we have set a rate lower than 4% per year, any subsequent increase in the interest rate shall be subject to the following conditions:

- (1) The effective date of any increase in the interest rate for loans shall not be earlier than one year after the effective date of the establishment of the previous rate.
- (2) The amount by which the interest rate can be increased will not exceed one percent per year, but the rate of interest shall in no event ever exceed 4%.
- (3) We will give notice of the interest rate in effect when a loan is made and when sending notice of loan interest due.
- (4) If a loan is outstanding 40 days or more before the effective date of an increase in the interest rate, we will notify you of that increase at least 30 days prior to the effective date of the increase.
- (5) We will give notice of any increase in the interest rate when a loan is made during the 40 days before the effective date of the increase.

The policy will not lapse in a given Policy Year solely as a result of a change in the loan interest rate during that Policy Year.

9.5 Loan Repayments All or part of an unpaid loan and accrued loan interest can be repaid before the Insured's death or before we pay the full Cash Surrender Value benefit. We will deduct any Policy Debt when life insurance or full Cash Surrender Value proceeds are paid. A payment not designated as a loan repayment will not be credited to the policy as a loan repayment.

The Cash Surrender Value reflects a deduction of any Policy Debt. It may happen in a given Policy Year that, based on the loan interest rate in effect when that year began (ignoring any subsequent increase in the rate during that year), the Policy Debt exceeds the Cash Value of this policy. In that event, we will mail a notice to you at your last known address, and a copy to the last known address of any assignee on our records. If the excess of the Policy Debt over the Cash Value is not paid within 31 days of that notice, the policy will end and there will be no more benefits under the policy and any attached riders.

SECTION TEN – PAYMENT OF POLICY PROCEEDS

10.1 Payment Of Policy Proceeds The life insurance proceeds of this policy will be paid in one sum. Such life insurance proceeds will bear interest computed daily from the date of the Insured's death to the date of payment.

- (a) Interest will accrue at the rate set by the Corporation for interest credited on life insurance proceeds. In determining the effective annual rate or rates, we shall use the rate in effect on the date of death.
- (b) Interest will accrue at the effective annual rate determined in Item (a) above, plus additional interest at a rate of 10% annually beginning with the date that is 31 calendar days from the latest of Items (i), (ii) and (iii) below to the date the claim is paid, where it is:
 - (i) The date that we received due proof of death;
 - (ii) The date that we receive sufficient information to determine our liability, the extent of that liability, and the appropriate payee legally entitled to the proceeds; and
 - (iii) The date that legal impediments to payment of proceeds that depend on the action of parties other than us are resolved and sufficient evidence of the same is provided to us. Legal impediments to payment include, but are not limited to: (a) the establishment of guardianships and conservatorships; (b) the appointment and qualification of trustees, executors, and administrators; and (c) the submission of information required to satisfy state and federal reporting requirements.

SECTION ELEVEN - GENERAL PROVISIONS

11.1 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 an application to increase or decrease the policy Face Amount, to add a rider, or that is required under the terms of Section 4.2 or Section 4.8 of this policy) 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, except as necessary in the future to comply with applicable law. No change will be made to this contract without your consent. No agent is authorized to change this contract.

11.2 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 deny a claim, unless that statement is a material misrepresentation and is part of the application.

11.3 Contestable Period We will not contest the payment of the life insurance proceeds based on the Initial Face Amount, after this policy has been in force during the lifetime of the Insured for 2 years from the Issue Date.

If the Face Amount of this policy is increased as described in the Policy Changes Section or the Life Insurance Benefit is increased due to an Unplanned Premium payment as described in Section 4.2, the 2-year contestable period for each increase will begin on the effective date of such increase. We may contest the payment of that amount only on the basis of those statements made in the application for such increase in Face Amount.

However, if the increase in Face Amount is the result of a corresponding decrease in the amount of insurance under any attached term rider, the 2-year contestable period for the amount of increase in Face Amount will be measured from the date this corresponding portion of term insurance became effective. Please refer to the Incontestability of Rider provision that may be in any rider or riders attached to this policy. This section will not apply to an increase in Face Amount that is due solely to a change in the Life Insurance Benefit Option.

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 a reclassification during the lifetime of the Insured. We will require evidence of insurability in cases of reclassification.

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.

11.4 Suicide Exclusion Suicide of the Insured, while sane or insane, within 2 years of the Issue Date, 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 Policy Debt and any partial surrender benefits paid.

If the Face Amount is increased as described in the Policy Changes Section or the Life Insurance Benefit is increased due to an Unplanned Premium payment as described in Section 4.2, then the 2-year suicide exclusion period for each increase will begin on the date on which this increase takes effect. If the suicide exclusion applies to an increase in the Face Amount, the only amount payable with respect to that increase will be the total Cost of Insurance we deducted for that increase. However, if the increase in Face Amount is the result of a corresponding decrease in the amount of insurance under any attached term rider, the 2-year suicide exclusion period for the increase in Face Amount will be measured from the date this corresponding portion of term insurance became effective.

If this policy ends and is reinstated, suicide of the Insured, while sane or insane, within 2 years from the date of reinstatement is not covered.

11.5 Calculation Of Age When we refer to a person's age in this policy on a Policy Anniversary, we mean the Insured's age on the birthday nearest that date. At any other time, age means the age on the birthday that is nearest to the date of the most recent Policy Anniversary.

SECTION ELEVEN – GENERAL PROVISIONS (continued)

11.6 Misstatement Of Age Or Gender If the age or gender of the Insured is not correct as stated, we will adjust any Cash Value proceeds, Cash Surrender Value proceeds and life insurance proceeds, up or down, to reflect the correct age or gender. The amount of the Life Insurance Benefit will be the amount that would be purchased by the most recent mortality charge at the correct age and gender.

11.7 Deferral Of Loan, Surrender Or Life Insurance Benefit Proceeds Generally, we will grant any loan, or pay any partial or full Cash Surrender Value Benefits, or life insurance proceeds within 7 days after we receive all the requirements that we need. However, we may defer making any of these payments for any period during which the New York Stock Exchange is closed for trading (other than the usual weekend or holiday closings), or if the Securities and Exchange Commission restricts trading or has determined that a state of emergency exists. If so, it may not be practical for us to determine the investment experience of the Separate Account. In addition, we reserve the right to defer any loan, except a loan to pay a premium due us, or any of these payments, other than payment of life insurance proceeds, based on funds allocated to the Fixed Account for as long as 6 months from the date we receive your request. Interest will be paid on any amount deferred beyond that date. We will set the interest rate to be at least the rate required by law.

11.8 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, which have not been assigned.

An assignee cannot change the owner or beneficiary, and may not elect or change an optional method of payment. Any amount payable to the assignee will be paid in one sum. Unless otherwise specified by the owner, assignments shall take effect on the date the notice of assignment is signed by the owner.

We must have 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.

11.9 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.

11.10 Payment To Corporation Any payment made to us by check or money order must be payable to New York Life Insurance and Annuity Corporation. When asked, we will provide a countersigned receipt for any premium paid to us.

If your premium payment is returned for insufficient funds, we reserve the right to charge a \$20 fee for each returned payment. If payment by check is returned for insufficient funds for two consecutive periods, the privilege to pay by check or electronically will be suspended until you notify us to reinstate it and we agree.

11.11 Conformity With Law This policy is subject to all laws that apply. We reserve the right to make changes to this policy or adjust policy values to ensure this policy at all times qualifies as life insurance for federal tax purposes.

11.12 Dividends This is a non-participating policy, on which no dividends are payable.

11.13 Policy Report Each Policy Year after the first, while this policy is in effect and the Insured is living, we will send a written report to you within 30 days after the Policy Anniversary. It will show current information as of that Anniversary.

This report will contain at least the following information:

- (i) The beginning and end dates of the current report period.
- (ii) The Cash Value, if any, at the beginning of the current report period.
- (iii) The amounts that have been credited or debited to the Cash Value during the current report period, identified by type.
- (iv) The current Life Insurance Benefit at the end of the current report period.
- (v) The Cash Value, if any, at the end of the current report period.
- (vi) The amount of outstanding loans, if any, at the end of the current report period.
- (vii) If applicable, a notice to the effect that the policy's Cash Surrender Value will not maintain insurance in effect until the end of the next reporting period unless further premium payments are made.

SECTION ELEVEN – GENERAL PROVISIONS (continued)

11.14 Policy Exchange Within 24 months of the Issue Date of this policy, you can exchange it for a new policy on the life of the Insured without evidence of insurability. In order to exchange this policy, we will require:

- (a) that this policy be in effect on the date of exchange;
- (b) repayment of any Policy Debt;
- (c) an adjustment, if any, for differences in premiums and Cash Values of this and the new policy.

The date of exchange will be the later of: (a) the date you send us this policy along with a signed request in a form acceptable to us for an exchange; or (b) the date we receive at our Service Office, or at any other location that we indicate to you in writing, the necessary payment for the exchange.

The new policy will be on a permanent plan of life insurance that we were offering for this purpose on the date of issue of this policy. The new policy will have a Face Amount equal to the Initial Face Amount of this policy. It will be based on the same issue age, sex and class of risk as this policy, but will not offer variable investment options such as the Investment Divisions. All riders attached to this policy will end on the date of exchange, unless we agree otherwise.

11.15 Basis Of Computation All Cash Surrender Values and maximum Cost of Insurance rates referred to in this policy are based on the mortality table referenced on Policy Data Page 2. The mortality table applies if the Insured is in a standard or better class of risk. Separate scales of maximum Cost of Insurance rates apply to substandard class of risk.

Semi-continuous functions are used, with interest as stated on Policy Data Page 2. We have filed a statement with the insurance official in the state or district in which this policy is delivered. It describes, in detail, how we compute policy benefits and Cash Surrender Values. Any Cash Values available under this policy are not less than the minimum values required by law of the state where the policy was delivered.

11.16 Age 95 Policy Anniversary Beginning on the Policy Anniversary on which the Insured is age 95:

- No further Planned or Unplanned Premiums will be allowed and no further deductions for cost of insurance and Per Thousand Face Amount Charges will be made from the Cash Value.
- The amount in the Fixed Account will continue to accumulate interest.
- New policy loans can be requested.
- Partial surrenders will continue to be allowed.
- Changes to the Life Insurance Benefit Option will not be allowed.
- The policy can be surrendered for its proceeds by submitting to us a signed written request that gives us the information we need.
- Any Supplementary Term Rider attached to the policy will also end.
- Any assets in the Separate Account will continue to participate in the investment experience of the Investment Divisions.

This policy may not qualify as life insurance after the Insured's attained age 95 under federal tax law and the policy may be subject to adverse tax consequences. You should consult your tax advisor before choosing to continue the policy or take a policy loan after age 95.

New York Life Insurance and Annuity Corporation

51 Madison Avenue
New York, NY 10010

A Stock Company Incorporated in Delaware

Flexible Premium Variable Universal Life Insurance Policy

Variable Life Insurance Benefit - Flexible Premium Payments
Proceeds Payable at Insured's Death.

**AMOUNT OF LIFE INSURANCE BENEFIT, DURATION OF COVERAGE AND
POLICY VALUES MAY INCREASE OR DECREASE, REFLECTING
INVESTMENT EXPERIENCE OF SEPARATE ACCOUNT.**

No Premiums Payable on or After Age 95.
Policy is Non-Participating.

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

RIDER

OVERLOAN PROTECTION RIDER (OLP)

Any undefined terms used in this rider have the meaning set forth in the policy to which this rider is attached. This policy is referred to as Base Policy in the rest of this rider.

1. **Benefit** This rider guarantees that the policy to which it is attached will not lapse when the policy's Cash Surrender Value is not sufficient to cover the Monthly Deduction Charges shown on Policy Data Page 2.1.
2. **Conditions To Activate The Benefit** In order to activate this rider benefit, you must send a written request to us at our Service Office for variable products or any other location that we indicate to you in writing. This Service Office is referred to in the most current prospectus that is on file with the SEC. The following conditions must be met upon receipt of your written request.
 - (a) The Base Policy is in effect for at least 15 years.
 - (b) The Insured must be age 75 or more.
 - (c) The Life Insurance Benefit Option elected under the Base Policy is Option 1, as shown Policy Data Page 2.
 - (d) The Guideline Premium Test (GPT), as described in the Premiums Section of the Base Policy and shown on Policy Data page 2.3 must be in effect.
 - (e) The Policy Debt exceeds the Face Amount of the policy in effect at time of activation.
 - (f) The Policy Debt must be less than 99% of the Base Policy's Cash Value after the deduction of the one-time rider charge shown in a separate table on Data Page 2.2-OLP for this rider.
 - (g) Activation of this rider cannot cause the policy to violate the Guideline Premium Test (GPT) at any duration.
3. **Rider Charge** A one-time charge applies on the date this rider is activated. This charge is equal to a percentage of the policy Cash Value. Additional details concerning this charge is shown on Rider Data Page 2-OLP. There is no charge if the rider is never activated.
4. **Activation Of The Overloan Protection Benefit (OLPB)** We will mail a notice to you at your last known address at least 31 days before the end of this policy's Late Period to notify you that the OLPB can be activated. We will also mail a copy of the notice to the last known address of any assignee on our records. The OLPB will be effective on the Monthly Deduction Day following receipt of your written request to activate. Once in effect, the OLPB will prevent your policy from ending and the following changes will take effect.
 - (a) The Life Insurance Benefit Option, as shown on Policy Data Page 2, must be Option 1. If Option 1 is not in effect, it is permanently changed to Option 1. The Face Amount of the policy will be changed to 101% of the policy's Cash Value.
 - (b) The Life Insurance Benefit payable will be the larger of (A) or (B), where:
 - (A) = the Face Amount , and
 - (B) = the greater of either the:
 - i. Base Policy's Cash Value, or
 - ii. Unpaid Loan plus accrued loan interest on the Base Policymultiplied by the minimum percentage necessary for the Base Policy to qualify as life insurance under Section 7702 of the Internal Revenue Code, as amended.
 - (c) Any Cash Value under the policy that is not invested in the Fixed Account will be transferred to such account.
 - (d) Any other riders, except the OLP, attached to this policy will end.

OVERLOAN PROTECTION RIDER (OLP) (Continued)

- (e) No further policy changes, premium payments, transfers, partial surrenders, or full surrenders will be allowed.
- (f) No additional loans or loan repayments will be permitted.
- (g) Loan interest will continue to accrue.
- (h) No further monthly deductions will be taken.

- 5. Reinstatement** If the policy to which this rider is attached lapses while the rider is inactive, and the policy is later reinstated, this rider is also reinstated but we must receive evidence of insurability that is acceptable to us at our Service Office shown on the Base Policy and the Insured must be living.
- 6. Cash Or Loan Value** This rider does not have cash or loan value.
- 7. 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 qualifies as life insurance under federal tax law.
- 8. When Rider Ends** You can cancel this rider at any time by sending us a signed notice. This rider will end on the Monthly Deduction Day on or next following the date we receive your request at our Service Office.

This rider will also end for any of the following reasons:

- (a) The date the Insured reaches the age when monthly deductions end and no further premiums can be paid under the policy; or
- (b) If the policy ends or is surrendered.

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION



President



Secretary]

TABLE OF OVERLOAN PROTECTION (OLP) RIDER CHARGES

[NONSMOKER]

INSURED'S AGE WHEN OLP IS EXERCISED	MALE	FEMALE
75	[9.5%	8.1%
76	9.5%	8.1%
77	9.5%	8.1%
78	9.5%	8.1%
79	9.5%	8.0%
80	9.5%	8.0%
81	9.5%	7.9%
82	9.4%	7.9%
83	9.4%	7.7%
84	9.3%	7.6%
85	9.2%	7.5%
86	9.0%	7.2%
87	8.8%	7.0%
88	8.5%	6.7%
89	8.1%	6.2%
90	7.6%	5.7%
91	6.8%	4.9%
92	5.8%	4.1%
93	4.4%	3.1%
94	2.6%	1.7%]

* CHARGE SHOWN IS PERCENT OF POLICY'S CASH VALUE

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

RIDER

SUPPLEMENTARY TERM (STR)

- 1. Benefit** We will pay the Term Insurance Benefit, as calculated in accordance with Section 2 below, to the Beneficiary promptly when we have due proof that the Insured died while this rider was in effect.

When this rider is issued at the same time as the policy to which it is attached ("Base Policy"), the initial Target Face Amount as shown on the Policy Data Page will equal the Initial Face Amount on the Base Policy plus the Term Face Amount.

When the rider is added to an inforce Base Policy, the Target Face Amount will equal the Face Amount on the Base Policy as of the Rider Effective Date plus the Term Face Amount. In such cases, the Target Face Amount and Term Face Amount will be shown below.

- 2. Amount Of Insurance** On the first monthly deduction day, the Term Insurance Benefit is equal to the Term Face Amount.

As described under the Life Insurance Benefit Options Section of the Base Policy, the Life Insurance Benefit payable under the Base Policy can be no less than the amount determined as a percentage (shown in the Base Policy) of the Alternative Cash Surrender Value equal to the minimum necessary for the policy to qualify as life insurance under Section 7702 of the Internal Revenue Code, as amended. As the percentage used in this calculation changes by attained age and the Alternative Cash Surrender Value changes over time, the Life Insurance Benefit payable under the Base Policy may automatically increase or decrease as a result of this calculation. When this occurs, the Term Insurance Benefit will automatically be adjusted. On each Monthly Deduction Day, other than the first Monthly Deduction Day, the Term Insurance Benefit will automatically be set in accordance with the Life Insurance Benefit Option that is in effect under the Base Policy as follows:

Option 1: The Term Insurance Benefit will automatically be set to equal the Target Face Amount minus the Life Insurance Benefit.

Option 2: The Term Insurance Benefit will automatically be set to equal the Target Face Amount plus the Alternative Cash Surrender Value minus the Life Insurance Benefit.

Option 3: The Term Insurance Benefit will automatically be set to equal the Target Face Amount plus the Cumulative Premium Amount minus the Life Insurance Benefit.

The Term Insurance Benefit will never be less than zero.

If the Base Policy's Life Insurance Benefit, as calculated above, changes for any reason other than as stated under the Life Insurance Benefit Options Section of the Base Policy, the Term Insurance Benefit will not be changed. Instead, a corresponding increase or decrease resulting from the change in the Base Policy's Life Insurance Benefit will be made to the Target Face Amount.

You may also request an increase or decrease in the Term Insurance Benefit at any time, subject to the limitations set in Section 6. In this case, a corresponding change will be made to the Target Face Amount.

Any requested decrease to the Target Face Amount will first be taken from the Term Insurance Benefit and then, if necessary, from the Base Policy's Life Insurance Benefit, unless indicated otherwise in your request.

Evidence of insurability, satisfactory to us, must be furnished any time there is a request for an increase in the Target Face Amount.

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

3. Rider Continuation If, on a Monthly Deduction Day, the Term Insurance Benefit is automatically reduced to zero, the rider will still remain in force. If the Life Insurance Benefit under the Base Policy subsequently decreases, as described under the Life Insurance Benefit Options Section of the Base Policy, the Term Insurance Benefit will be adjusted based on the Life Insurance Benefit Option that is in effect under the Base Policy.

4. Cost Of Insurance The monthly Cost of Insurance for this rider will be deducted from the cash value of the Base Policy on each Monthly Deduction Day. The monthly Cost of Insurance will be based on the Term Insurance Benefit as determined on each Monthly Deduction Day and the Cost of Insurance rates in effect at that time. The monthly Cost of Insurance for this rider is equal to (1) multiplied by (2), where:

(1) is the monthly Cost of Insurance rate per \$1,000 of insurance; and

(2) is the number of thousands of Term Insurance Benefit as determined on each Monthly Deduction Day divided by 1.0032737 (referred to as the "Term Insurance Benefit Net Amount at Risk").

The actual Cost of Insurance rates applicable to this rider will be set by us, in advance, at least once each year. Any change in Cost of Insurance rates will be made on a uniform basis for all Insureds in the same class. The Cost of Insurance rates are guaranteed to never exceed the rates shown in the Table of Guaranteed Maximum Monthly Cost of Insurance Rates shown on the Data Page for the Base Policy.

5. Conversion While the Insured is alive and the rider is in effect, you may use all or part of the Term Insurance Benefit to increase the Face Amount of the Base Policy. This change is called a conversion and no evidence of insurability will be required. The Target Face Amount will remain the same. The conversion will take effect on the Monthly Deduction Day that is on or next follows the date we receive your written request for the conversion. Any Term Insurance Benefit that is converted ends when the conversion takes effect.

The final date on which you may request a conversion is the Policy Anniversary prior to which the Insured is age 95.

6. Target Face Amount Limitation The following amount limitations apply under this rider. These limitations do not apply to changes in the Base Policy's Life Insurance Benefit made in accordance with the Life Insurance Benefit Options Section of the Base Policy or the resulting changes made to the Term Insurance Benefit.

(a) The Target Face Amount cannot be decreased to an amount below [\$26,000]. This limit does not apply to changes in the Base Policy's Life Insurance Benefit made in accordance with the Life Insurance Benefit Option Change Section of the Base Policy or the resulting changes made to the Term Insurance Benefit.

(b) The Term Insurance Benefit cannot exceed [10] times the Base Policy's Face Amount. No increase in the Term Insurance Benefit will be permitted that would cause the limitations in (a) above not to be met. If a change is made that would reduce the Base Policy's Life Insurance Benefit so that the limitation in (a) above would not be met, the amount of term insurance that exceeds [10] times the Base Policy's Face Amount will be converted to increase such Face Amount to meet this limitation. The Target Face Amount will remain the same.

If you request a change that would cause the limitation stated in (a) above not to be met (except due to a partial surrender), you will be notified. If you still wish to make the requested change, the Term Insurance Benefit must be fully converted or this rider will be terminated.

7. Cash Or Loan Value The Term Insurance Benefit does not have cash or loan values.

8. Entire Contract This rider, when paid for, is made part of the Base Policy, based on the application for the rider.

SUPPLEMENTARY TERM (STR)
(continued)

9. Other Riders If you elect to have this rider made part of the Base Policy, no other riders that provide term insurance on the Insured can be made a part of the Base Policy.

10. Contestability We will not contest this rider after it has been in force during the lifetime of the Insured for 2 years from the Rider Issue Date.

We will not contest the amount of any increase in the Term Insurance Benefit after this additional term insurance has been in force during the lifetime of the Insured for 2 years from the effective date of the increase.

However, if the increase in the Term Insurance Benefit is the result of a corresponding decrease in the Life Insurance Benefit of the Base Policy, no new contestable period will apply to this insurance.

11. Suicide Exclusion Suicide of the Insured, while sane or insane, within 2 years of the Rider Issue Date, is not covered by this rider. In that event, this rider will end. If this rider is issued at the same time as, or after, the Base Policy, and the suicide of the Insured occurs within 2 years of the Issue Date of the Base Policy, the only amount payable will be determined by the Suicide Exclusion Section of the Base Policy. However, if this rider is issued after the Base Policy, and the suicide of the Insured occurs more than 2 years from the Issue Date of the Base Policy, but less than 2 years from the Rider Issue Date, the only amount payable under this rider will be any monthly costs that were deducted for this rider.

For any increase in the Term Insurance Benefit under this rider resulting from a requested increase in the Target Face Amount, the 2-year suicide exclusion period will be measured from the effective date of the increase.

However, if the increase in the Term Insurance Benefit under this rider is the result of a corresponding decrease in the Life Insurance Benefit of the Base Policy, no new suicide exclusion period will apply to this insurance.

12. Reinstatement If the Base Policy ends and is reinstated, the rider is also reinstated.

13. Dates This rider and the Base Policy have the same Issue Date and Effective Date, unless the rider is added to a Base Policy that is already in force. In this case, the Rider Issue Date and Rider Effective Date will be shown below.

14. Cancellation You can cancel this rider by sending us your signed notice in a form acceptable to us at our Service Office. This rider will end on the Monthly Deduction Day on or next following the date we receive your request.

This rider ends on the Policy Anniversary on which the Insured is age 95, or at such time when the rider is fully converted. This rider also ends if the Base Policy ends or is surrendered. However, coverage under this rider can end without coverage under the Base Policy also ending.

[RIDER ISSUE DATE: [September 1, 2010]

RIDER EFFECTIVE DATE: [September 1, 2009]

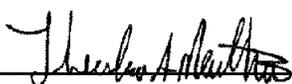
TARGET FACE AMOUNT: [\$175,000]

TERM FACE AMOUNT: [\$100,000]]

**NEW YORK LIFE INSURANCE
AND ANNUITY CORPORATION**



Secretary



President]

New York Life Insurance and Annuity Corporation Supplementary Application

PREMIUM ALLOCATION FORM FOR NYLIAC CORPEXEC ACCUMULATOR VARIABLE UNIVERSAL LIFE

PLEASE READ CAREFULLY: All variable life insurance Investment Divisions involve substantial risk, including the potential to lose some or all of your original investment. Except for the Fixed Account, benefits or values are not guaranteed as to dollar amount and are based on the investment performance of the Investment Division(s) selected.

The Investment Divisions are grouped by risk. Risk classifications are determined on the basis of the Lipper Category assigned to the Investment Division by Lipper Analytics as of December 31, 2008. Lipper is a widely used independent research firm, which ranks mutual funds and other investment companies by overall performance, investment objectives and assets. A general description of the investment objective for each Investment Division appears after its name. Please indicate how you want your premiums allocated among the Investment Divisions and be sure your premium allocations match your stated investment objective. There is no assurance that any of the Investment Divisions will attain their respective objectives. Please indicate percentages in whole numbers, and if needed, up to two decimal places (e.g. 25.47%). **The total allocation must be equal to 100%.** You may select up to 20 Allocation Alternatives. Your premium payment is allocated to these Investment Divisions and/or the Fixed Account after the Right to Examine provision has expired.

GUARANTEED INTEREST ACCOUNT

Fixed Account

Current income with safety of principal %

LOW RISK

MainStay VP Cash Management Portfolio (CM)

Seeks as high a level of current income as is considered consistent with the preservation of capital and liquidity %

Fidelity® VIP Money Market Portfolio - Initial Class (M9)

Seeks as high a level of current income as is consistent with preservation of capital and liquidity %

PIMCO Low Duration Portfolio – Administrative Class Shares (PL)

Seeks maximum total return, consistent with preservation of capital and prudent investment management %

T. Rowe Price Limited-Term Bond Portfolio (TB)

Seeks a high level of income consistent with moderate fluctuations in principal value %

MODERATE RISK

MainStay VP Bond Portfolio – Initial Class (BD)

Seeks highest income over the long-term consistent with preservation of principal %

MainStay VP Convertible Portfolio – Initial Class (CO)

Seeks capital appreciation together with current income %

MainStay VP Floating Rate Portfolio – Initial Class (FL)

Seeks to provide high current income %

MainStay VP Government Portfolio – Initial Class (GO)

Seeks a high level of current income, consistent with safety of principal %

MainStay VP High Yield Corporate Bond Portfolio – Initial Class (HY)

Seeks maximum current income through investment in a diversified portfolio of high yield, high risk debt securities. Capital appreciation is a secondary objective %

MainStay VP ICAP Select Equity Portfolio – Initial Class (LV)

Seeks superior total return %

American Funds Asset Allocation Fund – Class 2 Shares (AO)

Seeks to provide you with high total return (including income and capital gains) consistent with preservation of capital over the long-term by investing in a diversified portfolio of common stocks and other equity securities, bonds and other intermediate and long-term debt securities, and money market instruments (debt securities maturing in one year or less) %

Fidelity® VIP Equity-Income Portfolio – Initial Class (FE)

Seeks reasonable income. The Fund will also consider the potential for capital appreciation. The Fund's goal is to achieve a yield which exceeds the composite yield on the securities comprising the Standard & Poor'sSM Index (S&P 500[®]) %

Fidelity® VIP Freedom 2010 Portfolio – Initial Class (F1)

Seeks high total return with a secondary objective of principal preservation as the Fund approaches its target date and beyond ... %

Fidelity® VIP Freedom 2020 Portfolio – Initial Class (F2)

Seeks high total return with a secondary objective of principal preservation as the Fund approaches its target date and beyond ... %

Fidelity® VIP Freedom 2030 Portfolio – Initial Class (F3)

Seeks high total return with a secondary objective of principal preservation as the Fund approaches its target date and beyond ... %

Fidelity® VIP Freedom 2040 Portfolio – Initial Class (X1)	
Seeks high total return with a secondary objective of principal preservation as the Fund approaches its target date and beyond . . .	_____ %
Fidelity® VIP Investment Grade Bond Portfolio – Initial Class (FB)	
Seeks as high a level of current income as is consistent with the preservation of capital	_____ %
Janus Aspen Balanced Portfolio – Institutional Shares (JB)	
Seeks long-term capital growth, consistent with preservation of capital and balanced by current income	_____ %
MFS® Global Total Return Portfolio – Initial Class (X2)	
Seeks total return	_____ %
MFS® Utilities Series – Initial Class (MU)	
Seeks total return	_____ %
MFS® Value Series – Initial Class (GD)	
Seeks capital appreciation	_____ %
Morgan Stanley UIF Emerging Markets Debt Portfolio – Class I Shares (MD)	
Seeks high total return by investing primarily in fixed income securities of government and government-related issuers and, to a lesser extent, of corporate issuers in emerging market countries	_____ %
PIMCO Global Bond Portfolio (Unhedged) – Administrative Class Shares (PG)	
Seeks maximum total return, consistent with preservation of capital and prudent investment management	_____ %
PIMCO High Yield Portfolio – Administrative Class Shares (PI)	
Seeks maximum total return, consistent with preservation of capital and prudent investment management	_____ %
PIMCO Long-Term U.S. Government Portfolio – Administrative Class Shares (WU)	
Seeks maximum total return, consistent with preservation of capital and prudent investment management	_____ %
PIMCO Real Return Portfolio – Administrative Class Shares (RR)	
Seeks maximum real return, consistent with preservation of real capital and prudent investment management	_____ %
PIMCO Total Return Portfolio – Administrative Class Shares (PT)	
Seeks maximum total return, consistent with preservation of capital and prudent investment management	_____ %
T. Rowe Price Equity Income Portfolio (EI)	
Seeks to provide substantial dividend income as well as long-term growth of capital through investments in the common stocks of established companies	_____ %
T. Rowe Price Personal Strategy Balanced Portfolio (TP)	
Seeks the highest total return over time consistent with an emphasis on both capital appreciation and income	_____ %
Van Eck Worldwide Bond Fund – Initial Class (V1)	
Seeks high total return - income plus capital appreciation - by investing globally, primarily in a variety of debt securities	_____ %
Van Eck Worldwide Multi-Manager Alternatives Fund – Initial Class (VW)	
Seeks to achieve consistent absolute (positive) returns in various market cycles	_____ %
HIGH RISK	
MainStay VP Growth Equity Portfolio – Initial Class (CA)	
Seeks long-term growth of capital. Dividend income, if any, is an incidental consideration	_____ %
MainStay VP Common Stock Portfolio – Initial Class (GE)	
Seeks long-term growth of capital, with income as a secondary consideration	_____ %
MainStay VP International Equity Portfolio – Initial Class (IN)	
Seeks to provide long-term growth of capital commensurate with an acceptable level of risk by investing in a portfolio consisting primarily of non-U.S. equity securities. Current income is a secondary objective	_____ %
MainStay VP Mid Cap Core Portfolio – Initial Class (MC)	
Seeks long-term growth of capital	_____ %
MainStay VP S&P 500 Index Portfolio – Initial Class (IE)	
Seeks to provide investment results that correspond to the total return performance (reflecting reinvestment of dividends) of common stocks in the aggregate, as represented by the S&P 500® Index	_____ %
MainStay VP U.S. Small Cap Portfolio – Initial Class (X4)	
Seeks long-term capital appreciation by investing in securities of small-cap companies	_____ %
AIM V.I. Global Real Estate Fund – Series I Shares (AH)	
Seeks high total return through growth of capital and current income	_____ %
AIM V.I. International Growth Fund – Series I Shares (WS)	
Seeks to provide long-term growth of capital	_____ %
AIM V.I. Mid Cap Core Equity Fund – Series I Shares (X5)	
Seeks long-term growth of capital	_____ %

Alger American SMidCap Growth Portfolio – Class O Shares (K1) Seeks long-term capital appreciation	_____ %
AllianceBernstein VPS International Value Portfolio – Class A Shares (A8) Seeks long-term growth of capital	_____ %
AllianceBernstein VPS Small/Mid Cap Value Portfolio – Class A Shares (A9) Seeks long-term growth of capital	_____ %
American Century VP Value Fund – Class II Shares (AV) Seeks long-term capital growth. Income is a secondary objective	_____ %
American Funds Global Growth Fund - Class 1 Shares (X3) Seeks to make your investment grow over time by investing primarily in common stocks of companies located around the world	_____ %
American Funds Global Small Capitalization Fund – Class 2 Shares (AK) Seeks to make your investment grow over time by investing primarily in stocks of smaller companies located around the world	_____ %
American Funds Growth Fund – Class 2 Shares (AW) Seeks to make your investment grow by investing primarily in common stocks of companies that appear to offer superior opportunities for growth of capital	_____ %
American Funds Growth-Income Fund – Class 2 Shares (AN) Seeks to make your investment grow and provide you with income over time by investing primarily in common stocks or other securities that demonstrate the potential for appreciation and/or dividends	_____ %
American Funds International Fund – Class 2 Shares (AT) Seeks to make your investment grow over time by investing primarily in common stocks of companies located outside the United States	_____ %
Davis Value Portfolio (VV) Seeks long-term growth of capital	_____ %
Delaware VIP International Value Equity Series – Standard Class (VS) Seeks long-term growth without undue risk to principal	_____ %
DWS Dreman Small Mid Cap Value VIP – Class A Shares (D4) Seeks long-term capital appreciation	_____ %
DWS Global Opportunities VIP – Class A Shares (D5) Seeks above-average capital appreciation over the long-term	_____ %
DWS Small Cap Index VIP – Class A Shares (SS) Seeks to replicate, as closely as possible, before the deduction of expenses, the performance of the Russell 2000® Index, which emphasizes stocks of small U.S. companies	_____ %
Fidelity® VIP Contrafund® Portfolio – Initial Class (FC) Seeks long-term capital appreciation	_____ %
Fidelity® VIP Growth Portfolio – Initial Class (FG) Seeks to achieve capital appreciation	_____ %
Fidelity® VIP Index 500 Portfolio – Initial Class (FI) Seeks investment results that correspond to the total return of common stocks publicly traded in the United States, as represented by the Standard & Poor's SM Index (S&P 500®)	_____ %
Fidelity® VIP Mid Cap Portfolio – Initial Class (FM) Seeks long-term growth of capital	_____ %
Fidelity® VIP Overseas Portfolio – Initial Class (FO) Seeks long-term growth of capital	_____ %
Fidelity® VIP Value Leaders Portfolio – Initial Class (F8) Seeks capital appreciation	_____ %
Fidelity® VIP Value Strategies Portfolio – Service Class 2 (FS) Seeks capital appreciation	_____ %
Janus Aspen Enterprise Portfolio – Institutional Shares (JA) Seeks long-term growth of capital	_____ %
Janus Aspen Forty Portfolio – Institutional Shares (JC) Seeks long-term growth of capital	_____ %
Janus Aspen Worldwide Portfolio – Institutional Shares (JW) Seeks long-term growth of capital in a manner consistent with the preservation of capital	_____ %
Lazard Retirement International Equity Portfolio – Service Shares (LI) Seeks long-term capital appreciation	_____ %

Lord Abbett Mid Cap Value Portfolio (LM)	
Seeks capital appreciation through investments, primarily in equity securities, which are believed to be undervalued in the marketplace	_____ %
Morgan Stanley UIF Mid Cap Value Portfolio – Class I Shares (MV)	
Seeks above-average total return over a market cycle of three to five years by investing in common stocks and other equity securities	_____ %
Morgan Stanley UIF U.S. Real Estate Portfolio – Class I Shares (RE)	
Seeks above average current income and long-term capital appreciation by investing primarily in equity securities of companies in the U.S. real estate industry, including real estate investment trusts	_____ %
Neuberger Berman AMT Partners Portfolio – Class I Shares (NB)	
Seeks growth of capital	_____ %
Oppenheimer Capital Appreciation Fund/VA – Non-Service Shares (PU)	
Seeks capital appreciation by investing in securities of well known, established companies	_____ %
Royce Micro-Cap Portfolio – Investment Class (RC)	
Seeks long-term growth of capital	_____ %
Royce Small-Cap Portfolio – Investment Class (RS)	
Seeks long-term growth of capital	_____ %
T. Rowe Price Blue Chip Growth Portfolio (BC)	
Seeks to provide long-term capital growth. Income is a secondary objective	_____ %
T. Rowe Price Equity Index 500 Portfolio (IF)	
Seeks to match the performance of the Standard & Poor's 500 Stock Index®	_____ %
T. Rowe Price International Stock Portfolio (TS)	
Seeks long-term growth of capital through investments primarily in the common stocks of established, non-U.S. companies	_____ %
T. Rowe Price New America Growth Portfolio (NG)	
Seeks to provide long-term capital growth by investing primarily in the common stocks of growth companies	_____ %
Van Eck Worldwide Hard Assets Fund – Initial Class (HA)	
Seeks long-term capital appreciation by investing primarily in “hard asset” securities. Income is a secondary consideration	_____ %
HIGHEST RISK	
Dreyfus IP Technology Growth Portfolio – Initial Shares (DT)	
Seeks capital appreciation by investing in technology companies	_____ %
LVIP Baron Growth Opportunities Fund – Service Class (BR)	
Seeks capital appreciation through long-term investments in securities of small and mid-sized companies with undervalued assets or favorable growth prospects	_____ %
Morgan Stanley UIF Emerging Markets Equity Portfolio – Class I Shares (MS)	
Seeks long-term capital appreciation by investing primarily in growth-oriented equity securities of issuers in emerging market countries	_____ %
Total	_____ %
Please make sure the Total equals	100%

APPLICANT / OWNER / INSURED INFORMATION

Applicant/Owner's Name _____

Address _____

City _____ State _____ Zip _____

Tax ID # _____

Trustee (if Applicant/Owner is a Trust)

Is Applicant/Owner or Trustee Employed by another FINRA/SIPC firm? Yes No

If "Yes", please indicate Name and Address of Firm _____

Insured's Name _____

GENERAL:

- I/We understand that the product applied for is a life insurance policy with an investment component, and that the monthly deductions will be deducted from the policy's cash value.
- I/WE UNDERSTAND THAT UNDER THE POLICY APPLIED FOR (EXCLUSIVE OF THE FIXED ACCOUNT AND ANY SUPPLEMENTARY BENEFITS) THE AMOUNT OF THE LIFE INSURANCE BENEFIT AND CASH VALUE MAY INCREASE OR DECREASE DEPENDING UPON INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT.
- I/We understand that a life insurance policy involves a long-term financial commitment and I/we should have other liquid assets available for day-to-day living expenses and other major anticipated obligations.
- I/We understand that I/we may lose the life insurance benefit if the cash surrender value of the policy is not sufficient to pay all the monthly deduction charges even if I/we continue making planned premium payments.

APPLICANT / OWNER SIGNATURE

Those person(s) who sign below agree that: I/we have received a current policy prospectus for the policy applied for; that I/we acknowledge that I/we understand the objectives, risks, sales charges, and all expenses applicable to the policy. This variable life insurance policy is in accordance with my/our investment objectives and anticipated financial needs. Past performance is not a guarantee of future results.

A copy of this completed Supplementary Application is attached to and made a part of the contract.

Applicant/Owner Signature _____ Date _____

Other Required Signature _____ Date _____

State where application is signed: _____

Registered Representative Information

Funds Accepted with Application

I/we hereby affirm that the following funds were received with this application, and the customer has been notified that the account can only be accepted by NYLIFE Securities, the broker dealer, after its review of the information contained herein and the suitability of the transaction (if applicable) for the customer.

I/we have not accepted cash and all checks are made payable to NYLIAC.

Check Number: _____ Check Dated: _____ Amount Payable: _____

I have not made any representations that are inconsistent with the prospectus for this product.

1. _____
Rep Code Print Registered Rep Name

License ID Registered Rep Signature Date

2. _____
Rep Code Print Registered Rep Name

License ID Registered Rep Signature Date

3. _____
Rep Code Print Registered Rep Name

License ID Registered Rep Signature Date

4. _____
Rep Code Print Registered Rep Name

License ID Registered Rep Signature Date

REGISTERED REPRESENTATIVE INITIAL SUITABILITY REVIEWED:

Name (Print) _____

Title _____

Signature _____

Date _____

BROKER/DEALER SUITABILITY REVIEWED: APPLICATION ACCEPTED SUBJECT TO UNDERWRITING BY:

Name (Print) _____

Title _____

Signature _____

Date _____

<i>SERFF Tracking Number:</i>	<i>NYLC-126275614</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance and Annuity Corporation</i>	<i>State Tracking Number:</i>	<i>43303</i>
<i>Company Tracking Number:</i>	<i>309-20, ET AL.</i>		
<i>TOI:</i>	<i>L06I Individual Life - Variable</i>	<i>Sub-TOI:</i>	<i>L06I.002 Single Life - Flexible Premium</i>
<i>Product Name:</i>	<i>CorpExec VUL Accumulator</i>		
<i>Project Name/Number:</i>	<i>CorpExec VUL Accumulator/309-20, et al.</i>		

Supporting Document Schedules

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

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments:		
Either 304-650 approved on 5/16/2003 or 209-501 approved on 2/12/2009.		

	Item Status:	Status Date:
Satisfied - Item: Memoranda of Variable Material		
Comments:		
Attachments:		
Non Compact Policy Statement of Variability.pdf		
Non Compact Prem Allocation Statement of Variability.pdf		
Non Compact STR Statement of Variability.pdf		
OLP Statement of Variability.pdf		

	Item Status:	Status Date:
Satisfied - Item: Arkansas Certification		
Comments:		
Attachment:		
Linda Cert.pdf		

New York Life Insurance and Annuity Corporation
(01/09) Memorandum of Variable Material for:
Policy Form 309-20

Variable material is bracketed and italicized in the Data Pages of the Policy.

POLICY FORM 309-20

<i>Name:</i>	Insured's name as it appears on application
<i>Policy Number:</i>	As automated system assigns
<i>Policy Date:</i>	The Issue Date unless specifically provided for in application
<i>Service Office:</i>	Address of Service Office at present location
<i>Officer Signatures:</i>	Name and Title of Current Officers
<i>Age & Gender:</i>	18-85, Male or Female
<i>Class of Risk:</i>	Standard, Nonsmoker and Substandard "Special Class" issue 2-13
<i>Policyowner:</i>	Owner's name as it appears on application
<i>Issue Date:</i>	The date issued
<i>Life Insurance Benefit Option:</i>	Option 1, 2 or 3
<i>Life Insurance Qualification Test:</i>	Cash Value Accumulation Test or Guideline Premium Test Applicable rates for either test will appear on Data Page 2.3
<i>Initial Face Amount:</i>	The amount owner applies and is approved for
<i>Initial Premium Amount:</i>	Based on Initial Face Amount, Age, Gender and Class of Risk
<i>Target Premium:</i>	Based on Initial Face Amount, Age, Gender and Class of Risk
<i>Planned Premium Payment amount & interval:</i>	Based on Initial Face Amount; Annual/Semi-annual/Quarterly
<i>Minimum Face Amount:</i>	\$25,000 - \$100,000
<i>Insured's Age 95:</i>	Based on Policy Date
<i>Term Face Amount:</i>	Will only appear if rider is elected; 10 – 99 times base face amount
<i>Target Face Amount:</i>	Will only appear if rider is elected; at least \$26,000 – unlimited maximum
<i>Overloan Protection Rider</i>	Will appear for Guideline Premium Test policies only

ALTERNATIVE CASH SURRENDER VALUE BENEFIT

<i>Deferred Premium Load Account Amortization Schedule:</i>	Policy Anniversary 1-11 will appear, but range could extend beyond 11 up to 20 years
<i>Premium Load Amortization Schedule:</i>	Policy Year 2-11 will appear, but range could extend beyond 11 up to 20 years
<i>Deferred Premium Load Percentage:</i>	Policy Year 2-11 will appear, but range could extend beyond 11 up to 20 years; percentage multiplied against the premium load
<i>Alternative Cash Surrender Value Expiry Date:</i>	Date 11-20 years from Policy Date
<i>Monthly Deduction Day:</i>	1 st – 28 th
<i>Additional Flat Extra:</i>	Per thousand charge based on underwriting; will appear if imposed
<i>Additional Flat Extra Period:</i>	Based on Flat Extra; will appear if imposed; 0-77 years
<i>Table Of Guaranteed Maximum Monthly Cost of Insurance Rates:</i>	Shows the ages and associated guaranteed maximum monthly cost of insurance rates for the appropriate risk class in #6 and the Insured's age and gender in #5 shown on Data Page 2
<i>Table of Percentages For Life Insurance Benefit for Compliance With IRC Section 7702 Cash Value Accumulation Test (CVAT) or Guideline Premium Test:</i>	Shows the ages and maximum Cash Value Accumulation Test (CVAT) percentages or Guideline Premium Test for the appropriate risk class in #6 and the Insured's age and gender in #5 shown on Data Page 2. Page number will state CVAT or GPT
<i>Table Of Guaranteed Maximum Monthly Per Thousand Face Amount Charges:</i>	Shows the ages and associated guaranteed maximum monthly per thousand face amount charges for the appropriate risk class in #6 and the Insured's age and gender in #5 shown on Data Page 2

New York Life Insurance and Annuity Corporation
(08/09) Memorandum of Variable Material for:
Policy Form 22854

Variable material is bracketed in the supplementary application.

Supplementary Application – Premium Allocation 922854

1. The Lipper Analytics language has been bracketed in the event New York Life discontinues using Lipper as its fund risk classification research firm and selects another firm. It is also bracketed to provide the updated year for the risk classification.
2. Registered Investment Divisions have been bracketed in the event additional funds become available or are eliminated. The investment description will change depending on the type of fund offered. If new Registered Investment Divisions are added, the new funds will not significantly alter the underlying structure of the policy.
3. The edition date will be revised each time funds are reclassified, added, deleted, merged or have a name/description change to ensure the most current form is being used.
4. Expense Change Allocation will vary by fund changes

Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

New York Life Insurance and Annuity Corporation
(08/09) Memorandum of Variable Material for:
Rider Form 309-360

Variable material is bracketed and in italics in the Rider.

RIDER FORM 309-360

Target Face Decrease Amount:	\$26,000 - \$101,000
Term Insurance Benefit:	10 – 99 times
Rider Issue Date:	The date issued; will only appear if rider is elected after policy issue
Rider Effective Date:	The date issued; will only appear if rider is elected after policy issue
Target Face Amount:	At least \$26,000 – unlimited maximum; will only appear if rider is elected after policy issue
Term Insurance Benefit	\$1,000 – 99 times base face amount; will only appear if rider is elected after policy issue
Officer Signatures:	Name and Title of Current Officers

New York Life Insurance and Annuity Corporation
(08/09) Memorandum of Variable Material for:
Rider Form 309-994

Variable material is bracketed in the Rider.

RIDER FORM 309-994

Rates will vary by gender and class of risk.

New York Life Insurance and Annuity Corporation

Form: 309-20

I hereby certify that we are in compliance with Regulation 33, Regulation 49, and Regulation 19s10B.

New York Life Insurance and Annuity Corporation
Company



Linda E. LoPinto

Corporate Vice President
Title

September 24, 2009
Date