

SERFF Tracking Number: NYLA-126514958 State: Arkansas
Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 45112
Company Tracking Number: 210-192
TOI: A02I Individual Annuities- Deferred Non- Variable Sub-TOI: A02I.003 Single Premium
Product Name: New York Life Fixed Rationalization
Project Name/Number: New York Life Fixed Rationalization/210-192

Filing at a Glance

Company: New York Life Insurance and Annuity Corporation

Product Name: New York Life Fixed Rationalization SERFF Tr Num: NYLA-126514958 State: Arkansas

TOI: A02I Individual Annuities- Deferred Non- Variable SERFF Status: Closed-Approved- Closed State Tr Num: 45112

Sub-TOI: A02I.003 Single Premium Co Tr Num: 210-192 State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird

Authors: Rina Zornetsky, April Rodriguez Disposition Date: 03/09/2010

Date Submitted: 03/05/2010 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: New York Life Fixed Rationalization

Project Number: 210-192

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 03/09/2010

Deemer Date:

Submitted By: Rina Zornetsky

Filing Description:

This filing is for three (3) new single premium individual deferred fixed annuity policy forms, three (3) new applications, and one (1) endorsement.

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: These forms were filed in the State of Delaware, our domiciliary state, on 2/9/2010 and are pending approval.

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 03/09/2010

Created By: Rina Zornetsky

Corresponding Filing Tracking Number: 210-192

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Company and Contact

Filing Contact Information

Rina Zornetsky, Contract Consultant rina_zornetsky@newyorklife.com
 1 Rockwood Road 914-846-5813 [Phone]
 3N848
 Sleepy Hollow, NY 10591

Filing Company Information

New York Life Insurance and Annuity Corporation CoCode: 91596 State of Domicile: Delaware
 1 Rockwood Road Group Code: 826 Company Type:
 3N738 Group Name: State ID Number:
 Sleepy Hollow, NY 10591 FEIN Number: 13-3044743
 (914) 846-3508 ext. [Phone]

Filing Fees

Fee Required? Yes
 Fee Amount: \$150.00
 Retaliatory? Yes
 Fee Explanation: 3 Policies X \$50 per policy (including the application and endorsement for use with each policy)
 = \$150.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
New York Life Insurance and Annuity Corporation	\$150.00	03/05/2010	34636361

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	03/09/2010	03/09/2010

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Single Premium Deferred Fixed Annuity	Rina Zornetsky	03/09/2010	03/09/2010
Form	Single Premium Deferred Fixed Annuity	Rina Zornetsky	03/09/2010	03/09/2010
Form	Single Premium Deferred Fixed Annuity	Rina Zornetsky	03/09/2010	03/09/2010

SERFF Tracking Number: NYLA-126514958 *State:* Arkansas
Filing Company: New York Life Insurance and Annuity *State Tracking Number:* 45112
Corporation
Company Tracking Number: 210-192
TOI: A02I Individual Annuities- Deferred Non- *Sub-TOI:* A02I.003 Single Premium
Variable
Product Name: New York Life Fixed Rationalization
Project Name/Number: New York Life Fixed Rationalization/210-192

Disposition

Disposition Date: 03/09/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NYLA-126514958 State: Arkansas
 Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 45112
 Company Tracking Number: 210-192
 TOI: A02I Individual Annuities- Deferred Non-Variable Sub-TOI: A02I.003 Single Premium
 Product Name: New York Life Fixed Rationalization
 Project Name/Number: New York Life Fixed Rationalization/210-192

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Cover Letter		Yes
Supporting Document	Compliance certification		Yes
Supporting Document	Filing Fee form		Yes
Supporting Document	Statements of Variability - policy forms		Yes
Supporting Document	Statements of Variability - application forms		Yes
Supporting Document	Statement of Variability - endorsement form		Yes
Form (revised)	Single Premium Deferred Fixed Annuity		Yes
Form	Single Premium Deferred Fixed Annuity	Replaced	Yes
Form (revised)	Single Premium Deferred Fixed Annuity		Yes
Form	Single Premium Deferred Fixed Annuity	Replaced	Yes
Form (revised)	Single Premium Deferred Fixed Annuity		Yes
Form	Single Premium Deferred Fixed Annuity	Replaced	Yes
Form	Application For Deferred Fixed Annuities		Yes
Form	Application For Deferred Fixed Annuity		Yes
Form	Application For Deferred Fixed annuity		Yes
Form	Unisex Endorsement		Yes

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 Product Name: New York Life Fixed Rationalization
 Project Name/Number: New York Life Fixed Rationalization/210-192

Amendment Letter

Submitted Date: 03/09/2010

Comments:

March 9, 2010

Arkansas Insurance Department
 Attn: Ms. Ashley Roberts
 RE: File No. 45112

Dear Ms Roberts:

We request that you substitute the attached revised policy forms 210-192, 210-193, and 210-194 for the forms originally submitted on 3/5/2010, as added to the Forms Schedule section of our SERFF filing.

The newly-attached policy forms are identical to the forms submitted on March 5, 2010, except that the last sentence of paragraph 1 in Section 1.3 is revised to describe, in more detail, the process used to determine the Annuitant's Age in the year the first Income Payment is due.

We would appreciate your continued review and eventual approval of our submission. Should you have any questions, please do not hesitate to contact us.

Sincerely,
 Rina Zornetsky
 (914) 846-5813

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
210-192	Policy/Contr	Single	Initial				65.000	Policy-210-

SERFF Tracking Number: NYLA-126514958 State: Arkansas
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	act/Fraternal Premium			192.pdf
	Certificate: Deferred			
	Amendment, Fixed			
	Insert Annuity			
	Page,			
	Endorsemen			
	t or Rider			
210-193	Policy/Contr Single	Initial	65.000	Policy-210-193.pdf
	act/Fraternal Premium			
	Certificate: Deferred			
	Amendment, Fixed			
	Insert Annuity			
	Page,			
	Endorsemen			
	t or Rider			
210-194	Policy/Contr Single	Initial	65.000	Policy-210-194.pdf
	act/Fraternal Premium			
	Certificate: Deferred			
	Amendment, Fixed			
	Insert Annuity			
	Page,			
	Endorsemen			
	t or Rider			

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Form Schedule

Lead Form Number: 210-192

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	210-192	Policy/Contract/Amendment, Insert Page, Endorsement or Rider	Single Premium Deferred Fixed Annuity Certificate:	Initial		65.000	Policy-210-192.pdf
	210-193	Policy/Contract/Amendment, Insert Page, Endorsement or Rider	Single Premium Deferred Fixed Annuity Certificate:	Initial		65.000	Policy-210-193.pdf
	210-194	Policy/Contract/Amendment, Insert Page, Endorsement or Rider	Single Premium Deferred Fixed Annuity Certificate:	Initial		65.000	Policy-210-194.pdf
	210-502	Application/Enrollment	Application For Deferred Fixed	Initial		55.100	Application-210-502.pdf

<i>SERFF Tracking Number:</i>	<i>NYLA-126514958</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>45112</i>	
<i>Company Tracking Number:</i>	<i>210-192</i>			
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.003 Single Premium</i>	
<i>Product Name:</i>	<i>New York Life Fixed Rationalization</i>			
<i>Project Name/Number:</i>	<i>New York Life Fixed Rationalization/210-192</i>			
	Form Annuities			
210-503	Application/ Application For Enrollment Deferred Fixed Form Annuity	Initial	51.400	Application-210-503.pdf
210-504	Application/ Application For Enrollment Deferred Fixed Form annuity	Initial	51.200	Application-210-504.pdf
6225-10	Policy/Cont Unisex Endorsement Initial ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	52.200	Endorsement-6225-10.pdf

[Annuitant - - John Doe]
[Policy Number - - 00 000 000]
[Policy Date - - April 1, 2010]

New York Life Insurance and Annuity Corporation
(A Delaware Corporation)

Home Office
[200 Continental Drive, Suite 306]
[Newark, DE 19713]

Executive Office
[51 Madison Avenue]
[New York, NY 10010]

THE CORPORATION New York Life Insurance and Annuity Corporation (NYLIAC), a stock company incorporated in Delaware, will pay the benefits of this Single Premium Deferred Fixed Annuity (the "Policy") in accordance with its provisions. The following pages are also a part of this Policy.

ANNUITY BENEFIT On the Annuity Commencement Date, the Accumulation Value will be applied to provide periodic Income Payments, as stated in the Annuity Benefit section.

DEATH BENEFIT If you die before the Annuity Commencement Date, we will pay death benefit proceeds to the Beneficiary upon our receipt of Proof of Death and all claim information.

RIGHT TO RETURN POLICY Please examine this Policy. Within 10 days (or longer if required by state law) after delivery, you can return it to the Corporation or to the agent through whom it was purchased, with a written request for a full refund of the premium. Upon receipt of this request, the Policy will be void from the start, and a full premium refund will be made.

REPORT TO OWNER At least once each Policy Year, New York Life Insurance and Annuity Corporation will provide a report in connection with this Policy. The report will tell you how much Accumulation Value there is as of the end of the reporting period. It will also give the Owner any other facts required by state law or regulations.

The Issue Date is shown on the Policy Data Page.

IF YOU HAVE QUESTIONS OR CONCERNS ABOUT YOUR POLICY, PLEASE CALL US AT [1-800-695-9873].


President


Secretary

[New York Life Secure Term Fixed Annuity I]

Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

This policy will not become effective unless it is delivered to the Owner while the Owner and Annuitant are living. Read This Policy Carefully. It is a legal contract between the Owner and the Corporation.

New York Life Insurance and Annuity Corporation

Home Office
[200 Continental Drive Suite 306]
[Newark, DE 19713]

Executive Office
[51 Madison Avenue]
[New York, NY 10010]

POLICY DATA PAGE

Annuitant -- [John Doe] AGE: [35] [MALE]
Policy Number -- [00 000 000]
Policy Date -- [April 1, 2010]
Owner -- [The Annuitant]
Plan -- [Non-Qualified]

Premium Payment: \$[5,000.00]
Initial Interest Rate Guarantee Period Ending On: [March 31, 2015]

ANNUITY COMMENCEMENT DATE: [April 1, 2065]

SURRENDER CHARGES:

a) **SURRENDER CHARGE SCHEDULE**

POLICY YEAR	PERCENTAGE	POLICY YEAR	PERCENTAGE
[1	7%	4	6%
2	7%	5	5%
3	7%	6	0%

b) **ANNUAL SURRENDER CHARGE FREE AMOUNT(S)**

Surrender Charges Are Applied as Follows:

If the Premium Payment is less than [\$100,000], the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greater of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year [ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges.

If the Premium Payment is [\$100,000] or more, the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greatest of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year [ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or C) that portion of the Accumulation Value that exceeds the Premium Payment made to this Policy.

POLICY DATA PAGE
(Page 2 Cont'd.)

Initial Interest Rate: [2.0%] (Effective annual yield)
Guaranteed Minimum Interest Rate: [1.5%] (Effective annual yield)
Nonforfeiture Rate: [1.2%]
Minimum Partial Withdrawal Amount: \$100.00

Minimum Accumulation Value that must be maintained in the Policy after a Partial Withdrawal: \$2,000.00

ENHANCED DEATH BENEFIT:

Maximum Enhanced Death Benefit Rate: 100% of Adjusted Premium Payment
Guaranteed Enhanced Death Benefit Rate: 40% of Adjusted Accumulation Value

ISSUE DATE: [April 2, 2010]

Specimen

We & You

In this Policy, the words “we,” “us,” “our,” “Corporation,” and “NYLIAC” refer to New York Life Insurance and Annuity Corporation and the words “you” and “your” refer to the Owner of this Policy.

When you write to us, please include the Policy number, your full name, and your current address.

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RIDERS AND ENDORSEMENTS (if any) Attached to the Policy

Specimen

DEFINITIONS

These terms are capitalized when used throughout this Policy.

ACCUMULATION VALUE: The Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. This value will never be less than the Nonforfeiture Value.

AGE: A person's age attained at his or her last birthday.

ANNUITANT: The individual whose life will determine the Income Payments.

ANNUITY COMMENCEMENT DATE: The date on which the first Income Payment under this Policy will be made. This date may not be earlier than the first Policy Anniversary.

BENEFICIARY: The person(s) or entity(ies) having the right to receive the death benefit as set forth in this Policy and who is the "designated Beneficiary" for purposes of Section 72 of the Internal Revenue Code.

GUARANTEED CASH SURRENDER VALUE: The Guaranteed Cash Surrender Value is equal to the greatest of:

- a) the Accumulation Value, based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate as shown on the Policy Data Page, less any Surrender Charges that may apply; or
- b) the Nonforfeiture Value; or
- c) the Premium Payment, reduced by any previous Partial Withdrawals.

INCOME PAYMENTS: Periodic payments NYLIAC makes to the Payee, generally after the Annuity Commencement Date.

INTEREST RATE GUARANTEE PERIOD: The period during which the declared interest rate is guaranteed not to change.

ISSUE DATE: The date this Policy is produced for delivery.

NYLIAC: ("Corporation, We, Our, Us") New York Life Insurance and Annuity Corporation, which is a wholly-owned Delaware subsidiary of New York Life Insurance Company.

NONFORFEITURE RATE: The Nonforfeiture Rate, as shown on the Policy Data Page, is equal to the lesser of:

- a) 3.00%; and
- b) a rate that is not less than 1.00% and determined by using the six-month average of the five-year Constant Maturity Treasury Rate reported by the Federal Reserve for December through May (for period beginning July 1) and June through November (for period beginning January 1), rounded to the nearest .05%, minus 1.25%.

NONFORFEITURE VALUE: The Nonforfeiture Value is equal to 87.50% of the Premium Payment accumulated at the Nonforfeiture Rate since the Policy Date, minus any amounts withdrawn, accumulated at the Nonforfeiture Rate since the date of withdrawal.

NON-QUALIFIED PLAN: A retirement program, which is funded by after-tax contributions.

OWNER: ("you, your") The person(s) or entity(ies) designated as the Owner of this Policy or as subsequently changed, and upon whose death prior to the Annuity Commencement Date benefits under the Policy may be paid. If NYLIAC issues a jointly owned Policy, ownership rights and privileges under this Policy must be exercised jointly and death benefits payable under this Policy before the Annuity Commencement Date will be paid upon the death of any joint Owner.

PARTIAL WITHDRAWAL: Any part of the Accumulation Value paid to you, at your request, in accordance with the terms of this Policy.

PAYEE: The recipient(s) designated to receive the Income Payments under this Policy. The Owner of this Policy is the Payee, unless we agree to some other Payee.

PAYMENT DATE: The date on which a Premium Payment is received at our Executive Office or at a service office, unless it is received on a day that is not a business day for us. In that case, the Payment Date will be our next business day.

POLICY ANNIVERSARY: An anniversary of the Policy Date displayed on the Policy Data Page.

POLICY DATA PAGE: Page 2 of the Policy, containing the Policy specifications.

POLICY DATE: The date the Policy is executed and from which Policy Years, Policy months and Policy Anniversaries are measured. It is shown on the Policy Data Page.

POLICY YEAR: A year starting on the Policy Date as shown on the Policy Data Page. Subsequent Policy Years begin on each Policy Anniversary.

PREMIUM PAYMENT: The amount paid to the Corporation as consideration for the benefits provided by this Policy.

PROOF OF DEATH: Evidence that death has occurred, including at least one of the following: a certified copy of the death certificate, an attending physician's statement, a finding from a court of competent jurisdiction or any other proof that is acceptable to us.

QUALIFIED PLAN: A retirement plan under the Internal Revenue Code of 1986, as amended, including Sections 401(a), 403(b), 408, 408(A) and 457(b).

REQUIRED MINIMUM DISTRIBUTION (RMD)

AUTOMATED OPTION: The calculation and automatic processing of the Required Minimum Distribution (RMD) under certain Qualified Plans pursuant to IRC Section 401(a)(9) on a scheduled interval (monthly, quarterly, semi-annually, or annually). RMD is the minimum amount that the IRS requires the owners of certain Qualified Plans to withdraw each year generally beginning no later than April 1 of the calendar year following the calendar year in which the Owner attains age 70½.

SURRENDER CHARGE: An amount charged by the Corporation during the Surrender Charge period as shown under the Surrender Charge schedule on the Policy Data Page, and occurring when a Partial Withdrawal of the Accumulation Value is made or when the Policy is surrendered for its Accumulation Value.

SECTION ONE - ANNUITY BENEFIT

1.1 When Will Income Payments Begin?

Beginning on the Annuity Commencement Date shown on the Policy Data Page or as changed in accordance with Section 1.2, provided this Policy is in force on that date, we will make Income Payments to the Payee each month. However, once Income Payments begin, the Income Payment option may not be changed. If the Accumulation Value of this Policy is an amount that would provide Income Payments of less than \$20 a month on the Annuity Commencement Date, we will pay you the Accumulation Value in a single sum.

1.2 May The Annuity Commencement Date Be Changed?

If we agree, the Annuity Commencement Date shown on the Policy Data Page may be changed to an earlier date not before the first Policy Anniversary or deferred to a later date. If you wish to change the date, you must notify us in writing at least one month before the Annuity Commencement Date. The Annuitant's Age on the Annuity Commencement Date may not be greater than the Age as required by the laws of the state in which this Policy was issued.

1.3 How Are Income Payment Amounts Determined?

We will determine the amount of each monthly Income Payment on the Annuity Commencement Date. We do this by applying the total Accumulation Value of the Policy, less any state premium tax that may be payable as provided in Section 5.6, to the Income Payment rate in effect on the Annuity Commencement Date. Income Payment rates are based on the adjusted Age and sex of the Annuitant. To find the adjusted Age in the year the first payment is due, we first set the Annuitant's Age to be the lesser of Age 95 or their Age at the time of the first payment, and then adjust it according to the following table:

2011-2019	2020-2028	2029-2038	2039&later
0	-1	-2	-3

The amount of each monthly Income Payment will not be less than an amount based on the corresponding rate shown in the Life Income – Guaranteed Period Payment Table. These minimum amounts are ten-year certain and life amounts based on the Annuity 2000 Mortality Table with Projection Scale G applied for fifteen years static and generationally thereafter, and with interest compounded each year at one and one half percent (1.5%).

When asked, we will state in writing what the minimum amount of each monthly Income Payment would be under this provision.

LIFE INCOME-GUARANTEED PERIOD PAYMENT TABLE

Minimum Monthly Payment per \$1,000 of Proceeds					
Adjusted			Adjusted		
Age	Male	Female	Age	Male	Female
60	\$3.64	\$3.33	76	\$5.92	\$5.47
61	3.74	3.41	77	6.11	5.67
62	3.85	3.50	78	6.30	5.88
63	3.96	3.60	79	6.50	6.09
64	4.07	3.70	80	6.69	6.31
65	4.19	3.81	81	6.89	6.53
66	4.32	3.92	82	7.08	6.74
67	4.46	4.04	83	7.26	6.96
68	4.60	4.17	84	7.45	7.17
69	4.74	4.30	85	7.62	7.38
70	4.89	4.44	86	7.79	7.58
71	5.05	4.59	87	7.95	7.77
72	5.22	4.75	88	8.10	7.94
73	5.38	4.92	89	8.24	8.11
74	5.56	5.10	90	8.38	8.26
75	5.74	5.28			

1.4 How Are Income Payments Made?

We may require proof of the Annuitant's birth date before Income Payments begin. Under the Life Income-Guaranteed Period option, we will make equal payments to the Payee each month during the lifetime of the Annuitant. Income Payments do not change and are guaranteed for a period of 10 years (120 monthly payments) even if the Annuitant dies sooner. We may require proof of the Annuitant's survival as a condition for Income Payments beyond the guaranteed period.

1.5 Are There Other Methods Of Income Payments?

If we agree, you may elect, on or before the Annuity Commencement Date, to have the Accumulation Value placed under some other Income Payment option.

SECTION TWO - OWNER, ANNUITANT, BENEFICIARY

2.1 What Are The Rights Of Ownership?

As the Owner of this Policy, you have the right to name a new Owner or assign your interest in this Policy (Non-Qualified Plan policies only), change a revocable Beneficiary, receive Income Payments and name a Payee to receive Income Payments. You cannot lose these rights. If this Policy is jointly owned, these rights must be exercised jointly. To exercise these rights, you do not need the consent of the Annuitant or any revocable Beneficiary. However, all rights of ownership end at your death.

2.2 May The Owner Be Different From The Annuitant?

The Owner of this Policy may be different from the Annuitant, but unless it is indicated on the Policy Data Page or ownership is subsequently changed, you are the Annuitant and the Owner of this Policy. However, the Annuitant and Owner must generally be the same individual for Policies issued in connection with Qualified Plans.

2.3 How Do You Change The Owner Of This Policy?

If this Policy is issued as a Non-Qualified Plan Policy, you may change the Owner of this Policy, from yourself to a new Owner, by providing us with a notice you sign which gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. When this change takes effect, all rights of ownership in this Policy will pass to the new Owner. Changing the Owner of this Policy does not change the Annuitant or any Beneficiary.

A change in ownership may have adverse tax consequences to you; please consult with your tax advisor.

2.4 May More Than One Beneficiary Be Named?

You may name more than one Beneficiary. Multiple Beneficiaries may be classified as primary (or first class), contingent (or second class), and so on. If two or more Beneficiaries are named in a class, their shares in any amount payable may be stated. Any amount payable will be paid to any Beneficiary classified as primary who survives you. If no Beneficiary classified as primary survives you, payment will be made to any surviving Beneficiary in the next class, and so on. Those Beneficiaries who survive in the same class have an equal share in any amount payable to the extent possible, unless the shares are stated otherwise.

2.5 How Do You Change A Beneficiary Of This Policy?

During your lifetime, you may change a revocable Beneficiary, by providing us with a notice you sign which gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. If a Beneficiary has been irrevocably designated, the Beneficiary may only be changed with such Beneficiary's signed consent.

2.6 What Happens If The Annuitant Dies Before The Annuity Commencement Date?

If the Annuitant is not the Owner and the Annuitant dies before the Annuity Commencement Date, when we receive Proof of Death, you will become the Annuitant of this Policy. If this Policy is jointly owned, the first Owner named will become the Annuitant. However, if the Owner is not a natural person, upon the death of the Annuitant, we will pay the death benefit to the Beneficiary(ies) as provided in Section 2.11. For this purpose, if the Owner is a grantor trust for federal income tax purposes and the grantor(s) is a natural person, the Policy will be treated as owned by a natural person. In this case, upon the death of the Annuitant, the first named living grantor will become the new Annuitant. The death benefit is an amount equal to the Accumulation Value of this Policy as of the date of the Annuitant's or grantor's death, as applicable. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11.

2.7 What Happens If The Annuitant Dies After The Annuity Commencement Date?

If the Annuitant dies after the Annuity Commencement Date, but before the end of the guaranteed period of the Income Payments, we will then make the Income Payments to the Beneficiary for the remainder of the Income Payment period, even if the Payee is alive. If the Annuitant dies after the end of the guaranteed period of the Income Payments, no amount will be payable to the Payee or any Beneficiary.

2.8 What Happens If You Die Before The Annuity Commencement Date?

If you die before the Annuity Commencement Date, when we receive Proof of Death, we will pay the Beneficiary(ies) the death benefit, which is an amount equal to the Accumulation Value of this Policy as of the date of death. If this Policy is jointly owned, this provision will apply at the death of either Owner. If the Owner is a grantor trust and a grantor is a natural person, we will pay the death benefit

upon the death of a grantor. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11. However, if your surviving spouse is the sole primary Beneficiary, your spouse may elect, in writing, to become the new Owner of this Policy, as provided in Section 2.14, subject to certain Qualified Plan limitations. If the Owner is not a natural person or is a grantor trust, see Section 2.6.

2.9 What Happens If You Die After The Annuity Commencement Date?

Unless you provide otherwise, if you die after the Annuity Commencement Date and before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period. If this Policy is jointly owned, the surviving Owner will become the sole Owner, and Income Payments will be made to the surviving Owner for the remainder of the Income Payment period. If the surviving Owner dies before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period.

2.10 When Will We Process A Request For Payment Of The Death Benefit?

Claim information must be submitted for each Beneficiary. Upon receiving Proof of Death and all claim information from a Beneficiary, we will pay to that Beneficiary his/her share of any amount of the death benefit. These proceeds bear interest computed daily from the date of death to the date of payment. We set the interest rate each year. This rate will not be less than the rate required by law.

2.11 Does A Beneficiary Have To Accept The Death Benefit Of This Policy At Your Death?

Full payment of the death benefit will be made to the Beneficiary within five (5) years after the date of your death. However, at your death, your Beneficiary is not required to accept the death benefit of this Policy in a single sum, if you (while you are living) or the Beneficiary (after your death) choose in a signed notice to have all or part of this payment placed under a settlement alternative that we may have available for the Beneficiary. Payment under an elected income or guaranteed life income settlement alternative must be for the life of the Beneficiary or

for a number of years that is not more than the life expectancy (as determined for federal tax purposes) of the Beneficiary at the time of your death, and payment must begin within one year after your death.

2.12 What Happens If A Beneficiary Who Is Receiving Income Payments Dies?

During the guaranteed period of Income Payments, if a Beneficiary who is receiving Income Payments dies, each remaining Income Payment will be paid to those Beneficiaries in the same class who are alive when that Income Payment becomes due. If a last Beneficiary in a class to receive Income Payments dies, each remaining Income Payment will be paid to those in the next class who are alive when that Income Payment becomes due, and so on. If no Beneficiary for any amount payable or for a stated share is alive, the present value of any remaining Income Payments is paid to the estate of the Beneficiary who dies last. The present value of any remaining Income Payments is always less than the total of those Income Payments. No amount will be payable to any Beneficiary after the end of the guaranteed period of Income Payments.

2.13 What Happens If No Beneficiary Survives You?

If no Beneficiary for any amount payable or for a stated share survives you, the right to this amount or this share will pass to your estate. Payment of the proceeds will be made in a single sum to your estate. If any Beneficiary dies at the same time as you, or within fifteen (15) days after your death, but before we receive your Proof of Death and all claim information, we will pay any amount payable as though the Beneficiary died first.

2.14 What Happens If Your Spouse Is The Beneficiary?

If your spouse is the sole primary Beneficiary and you die before the Annuity Commencement Date, this Policy may be continued with your spouse as the new Owner. If you are also the Annuitant, your spouse will become the new Annuitant. If your spouse chooses to continue the Policy, no death benefit proceeds will be paid as a consequence of your death.

SECTION THREE - PREMIUM PAYMENTS

3.1 What Is The Premium Payment?

An amount paid to the Corporation as consideration for the benefits provided by this Policy. The Premium Payment for this Policy is shown on the Policy Data Page. This payment must be made while the Owner and Annuitant are living.

3.2 Can Additional Premium Payments Be Made?

Generally, additional Premium Payments are not allowed for this Policy.

3.3 When Is A Premium Payment Credited To The Policy?

A Premium Payment will be credited to the Policy as of the Payment Date.

SECTION FOUR - ACCUMULATION VALUE

4.1 How Is The Interest Credited To This Policy?

The initial Interest Rate Guarantee Period starts on the Policy Date and ends at the close of the initial Interest Rate Guarantee Period as shown on the Policy Data Page. The initial interest rate will be the rate that we declare in advance and is in effect for the initial Interest Rate Guarantee Period. Each guarantee period thereafter will be for a one-year period and the interest rate will be the rate that we declare in advance each year on the Policy Anniversary. Interest is compounded daily at an effective annual yield. We credit interest to this Policy daily. The rate credited will never be less

than the guaranteed minimum interest rate as described on the Policy Data Page.

4.2 How Is The Accumulation Value Calculated?

On any day, on or before the Annuity Commencement Date, the Accumulation Value of this Policy is defined as the Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. The instances in which Surrender Charges will be assessed are explained in Section Five. Upon your request, we will inform you of the amount of Accumulation Value in this Policy.

SECTION FIVE - WITHDRAWALS, CHARGES, DEDUCTIONS

5.1 Can You Make Partial Withdrawals From This Policy?

Provided this Policy has sufficient Accumulation Value, as shown on the Policy Data Page, you may request a Partial Withdrawal. The minimum amount you may withdraw is also shown on the Policy Data Page. If the amount of the Partial Withdrawal requested, together with any Surrender Charge that may apply, exceeds the Accumulation Value, we will pay you the Accumulation Value less any applicable Surrender Charge. We must receive your written request for a Partial Withdrawal at least thirty (30) days before the Annuity Commencement Date.

each time a Partial Withdrawal is made, or when the Policy is surrendered for its Accumulation Value. The Surrender Charge, if any, will be a percentage, as shown on the Policy Data Page, of the amount of the Accumulation Value withdrawn or surrendered. The Surrender Charge will apply only if the amount withdrawn or surrendered exceeds the amount described under the Annual Surrender Charge Free Amount(s) section on the Policy Data Page.

5.2 Can You Surrender This Policy?

You may surrender the Policy at any time before the Annuity Commencement Date for the Accumulation Value less any Surrender Charges that may apply. In no event will you receive less than the Guaranteed Cash Surrender Value.

5.5 Are Surrender Charges Ever Waived?

Surrender Charges will be waived:

- a) when proceeds are paid on the death of the Owner, or of the Annuitant if the Owner is not a natural person; or
- b) for any Required Minimum Distribution (RMD), as calculated by us, from the Accumulation Value of this Policy withdrawn under the RMD Automated option. However, if, in addition to any RMD withdrawals, Partial Withdrawals are made from this Policy during a Policy Year, all such withdrawals will be combined and a Surrender Charge will apply to that portion of the withdrawals that exceeds the greater of the calculated RMD amount, and the amount as explained in Section 5.4 and on the Policy Data Page; or
- c) on amounts placed under the Life Income - Guaranteed Period option; or
- d) under conditions specified in any riders or endorsements attached to and made a part of this Policy; or
- e) upon surrender of the Policy or on Partial Withdrawals to the extent that the amount of the Surrender Charge, if any, exceeds the interest credited to the Policy; or
- f) if we terminate this Policy as explained in Section 5.7.

5.3 May We Defer A Partial Withdrawal Or Surrender Payment?

When not prohibited by the laws of the state in which this Policy is issued, we may defer payment of any Partial Withdrawal or surrender payment request for up to six (6) months from the Partial Withdrawal or surrender request date after making a written request and receiving written approval from the insurance commissioner of the state in which this Policy is issued. Interest will be paid on any amount deferred for thirty (30) days or more. If payments are deferred, we will pay interest at the rate specified by the Insurance Department of the state where your Policy was issued, from the time of the Partial Withdrawal or surrender request. This rate will be at least three percent (3.0%) per year.

5.4 Are Surrender Charges Applied To This Policy?

During the Surrender Charge period, as shown under the Surrender Charge schedule on the Policy Data Page, a Surrender Charge may be applied

5.6 Are State Premium Taxes Deducted From Your Policy?

If we are required by state law to pay state premium taxes for your Policy, the amount of the state premium tax will be deducted from the Accumulation Value of your Policy on the earliest of:

- a) the date the Policy is surrendered; or
- b) the Annuity Commencement Date, before the Accumulation Value is placed under an Income Payment option; or
- c) the date we terminate this Policy in accordance with Section 5.7.

SECTION SIX - GENERAL PROVISIONS

6.1 What Constitutes The Entire Contract?

The entire contract consists of this Policy, any attached riders and endorsements, and a copy of the application, if attached. Only our Chairman, President, Secretary, or one of our Executive Officers may change the contract, when not prohibited by the laws of the state in which this Policy is issued, and then only in writing. No change will be made in the contract unless you agree. No Agent is authorized to change this contract or to waive any provisions of this contract.

6.2 How Important Is The Information You Provided For This Policy?

In issuing this Policy, we have relied on the information you provided. If you signed an application, such information includes 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 such statement will be used by us to contest this Policy unless that statement is a material misrepresentation.

6.3 Will We Be Able To Contest This Policy?

We will not contest this Policy after the Policy has been in force, while you are living, for two (2) years from the Issue Date. If no application was signed, this Policy will not be contested on the basis of any information that would generally be contained in an application.

6.4 How Are The Dates Referred To In This Policy Measured?

Policy Years, months, and anniversaries are measured from the Policy Date, except where otherwise indicated.

However, the amount of the state premium tax will not be deducted from the Accumulation Value, if the Accumulation Value is paid as a death benefit.

5.7 May The Corporation Terminate This Policy?

It may happen that a requested Partial Withdrawal together with any Surrender Charges would reduce the Accumulation Value to an amount that would provide Income Payments of less than \$20 a month on the Annuity Commencement Date. If so, we have the right, subject to any applicable state law or regulation, to terminate this Policy and pay you the Accumulation Value in a single sum.

6.5 How Is A Person's Age Calculated For The Purpose Of This Policy?

In this Policy when we refer to a person's Age on any date, we mean his or her Age attained at his or her last birthday.

6.6 What Happens If In This Policy A Person's Age Or Sex Is Stated Incorrectly?

If a date on the Policy Data Page is based on an Age that is not correct, we may change the date to reflect the correct Age. If the Age or sex of the Annuitant is not correct as stated, any amount payable under this Policy will be adjusted to what the premiums paid would have purchased at the correct Age and sex. If Income Payments were made based on the incorrect Age or sex, we will increase or reduce a later payment or payments to adjust for the error. Any adjustment will include interest, at three percent (3.0%) per year, credited or charged as applicable, from the date of the incorrect payment to the date the adjustment is made.

6.7 May You Assign This Policy?

During your lifetime, you may assign your interest in this Policy (Non-Qualified Plan policies only). If you do this, your interest, and the interest of any Beneficiary, is subject to that of the assignee. As Owner, you retain any rights of ownership that have not been assigned.

An assignment or transfer may have adverse tax consequences to you; please consult with your tax advisor.

6.8 How Do You Assign This Policy?

You must provide us with a copy of any assignment of this Policy. We will not be responsible for the validity of any assignment. Any assignment, unless otherwise specified in the assignment by you, shall take effect as of the date the assignment is signed, subject to any payment we make or other action we took before receipt of the assignment.

6.9 May The Assignee Change The Owner, Annuitant, Or Beneficiary?

An assignee may not change the Owner, the Annuitant, or the Beneficiary. The assignee may not elect an alternate Income Payment option. Any amount payable to the assignee will be paid in a single sum.

6.10 Are The Payments Made Under This Policy Protected Against Creditors?

Except as stated in Section 6.7, payments we make under this Policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditors.

6.11 How Should A Premium Payment For This Policy Be Made?

Any Premium Payment made to us by check or money order must be payable to New York Life Insurance and Annuity Corporation or NYLIAC. Upon request, we will give you a receipt, signed by our Agent, for any premium paid to us.

6.12 How Is The Guaranteed Accumulation Value Calculated?

The guaranteed Accumulation Value in this Policy is based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate, as shown on the Policy Data Page. This value will never be less than the Nonforfeiture Value.

6.13 Is This Policy Subject To Conformity With Any Law?

This Policy is subject to all laws that apply. Any paid-up annuity, cash surrender or death benefits available under this Policy are not less than the minimum benefits required by any regulation or statute of the state in which this Policy is issued.

6.14 Are Dividends Payable Under This Policy?

This is a non-participating Policy. Therefore, no dividends are payable.

New York Life Insurance and Annuity Corporation

A Stock Company Incorporated in Delaware

Home Office – [200 Continental Drive Suite 306
Newark, DE 19713]

Executive Office – [51 Madison Avenue
New York, NY 10010]

Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

Specimen

[Annuitant - - John Doe]
[Policy Number - - 00 000 000]
[Policy Date - - April 1, 2010]

New York Life Insurance and Annuity Corporation
(A Delaware Corporation)

Home Office
[200 Continental Drive, Suite 306]
[Newark, DE 19713]

Executive Office
[51 Madison Avenue]
[New York, NY 10010]

THE CORPORATION New York Life Insurance and Annuity Corporation (NYLIAC), a stock company incorporated in Delaware, will pay the benefits of this Single Premium Deferred Fixed Annuity (the "Policy") in accordance with its provisions. The following pages are also a part of this Policy.

ANNUITY BENEFIT On the Annuity Commencement Date, the Accumulation Value will be applied to provide periodic Income Payments, as stated in the Annuity Benefit section.

DEATH BENEFIT If you die before the Annuity Commencement Date, we will pay death benefit proceeds to the Beneficiary upon our receipt of Proof of Death and all claim information.

RIGHT TO RETURN POLICY Please examine this Policy. Within 10 days (or longer if required by state law) after delivery, you can return it to the Corporation or to the agent through whom it was purchased, with a written request for a full refund of the premium. Upon receipt of this request, the Policy will be void from the start, and a full premium refund will be made.

REPORT TO OWNER At least once each Policy Year, New York Life Insurance and Annuity Corporation will provide a report in connection with this Policy. The report will tell you how much Accumulation Value there is as of the end of the reporting period. It will also give the Owner any other facts required by state law or regulations.

The Issue Date is shown on the Policy Data Page.

IF YOU HAVE QUESTIONS OR CONCERNS ABOUT YOUR POLICY, PLEASE CALL US AT [1-800-762-6212].


President


Secretary

[New York Life Secure Term Fixed Annuity II]

Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

This policy will not become effective unless it is delivered to the Owner while the Owner and Annuitant are living. Read This Policy Carefully. It is a legal contract between the Owner and the Corporation.

New York Life Insurance and Annuity Corporation

Home Office
[200 Continental Drive Suite 306]
[Newark, DE 19713]

Executive Office
[51 Madison Avenue]
[New York, NY 10010]

POLICY DATA PAGE

Annuitant -- [John Doe] AGE: [35] [MALE]
Policy Number -- [00 000 000]
Policy Date -- [April 1, 2010]
Owner -- [The Annuitant]
Plan -- [Non-Qualified]

Premium Payment: \$[5,000.00]
Initial Interest Rate Guarantee Period Ending On: [March 31, 2015]

ANNUITY COMMENCEMENT DATE: [April 1, 2065]

SURRENDER CHARGES:

a) **SURRENDER CHARGE SCHEDULE**

POLICY YEAR	PERCENTAGE	POLICY YEAR	PERCENTAGE
[1	7%	4	6%
2	7%	5	5%
3	7%	6	0%

b) **ANNUAL SURRENDER CHARGE FREE AMOUNT(S)**

Surrender Charges Are Applied as Follows:

If the Premium Payment is less than [\$100,000], the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greater of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year [ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges.

If the Premium Payment is [\$100,000] or more, the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greatest of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year [ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or C) that portion of the Accumulation Value that exceeds the Premium Payment made to this Policy.

POLICY DATA PAGE
(Page 2 Cont'd.)

Initial Interest Rate: [2.0%] (Effective annual yield)
Guaranteed Minimum Interest Rate: [1.5%] (Effective annual yield)
Nonforfeiture Rate: [1.2%]
Minimum Partial Withdrawal Amount: \$100.00

Minimum Accumulation Value that must be maintained in the Policy after a Partial Withdrawal: \$2,000.00

ENHANCED DEATH BENEFIT:

Maximum Enhanced Death Benefit Rate: 100% of Adjusted Premium Payment
Guaranteed Enhanced Death Benefit Rate: 40% of Adjusted Accumulation Value

ISSUE DATE: [April 2, 2010]

We & You

In this Policy, the words “we,” “us,” “our,” “Corporation,” and “NYLIAC” refer to New York Life Insurance and Annuity Corporation and the words “you” and “your” refer to the Owner of this Policy.

When you write to us, please include the Policy number, your full name, and your current address.

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RIDERS AND ENDORSEMENTS (if any) Attached to the Policy

Specimen

DEFINITIONS

These terms are capitalized when used throughout this Policy.

ACCUMULATION VALUE: The Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. This value will never be less than the Nonforfeiture Value.

AGE: A person's age attained at his or her last birthday.

ANNUITANT: The individual whose life will determine the Income Payments.

ANNUITY COMMENCEMENT DATE: The date on which the first Income Payment under this Policy will be made. This date may not be earlier than the first Policy Anniversary.

BENEFICIARY: The person(s) or entity(ies) having the right to receive the death benefit as set forth in this Policy and who is the "designated Beneficiary" for purposes of Section 72 of the Internal Revenue Code.

GUARANTEED CASH SURRENDER VALUE: The Guaranteed Cash Surrender Value is equal to the greatest of:

- a) the Accumulation Value, based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate as shown on the Policy Data Page, less any Surrender Charges that may apply; or
- b) the Nonforfeiture Value; or
- c) the Premium Payment, reduced by any previous Partial Withdrawals.

INCOME PAYMENTS: Periodic payments NYLIAC makes to the Payee, generally after the Annuity Commencement Date.

INTEREST RATE GUARANTEE PERIOD: The period during which the declared interest rate is guaranteed not to change.

ISSUE DATE: The date this Policy is produced for delivery.

NYLIAC: ("Corporation, We, Our, Us") New York Life Insurance and Annuity Corporation, which is a wholly-owned Delaware subsidiary of New York Life Insurance Company.

NONFORFEITURE RATE: The Nonforfeiture Rate, as shown on the Policy Data Page, is equal to the lesser of:

- a) 3.00%; and
- b) a rate that is not less than 1.00% and determined by using the six-month average of the five-year Constant Maturity Treasury Rate reported by the Federal Reserve for December through May (for period beginning July 1) and June through November (for period beginning January 1), rounded to the nearest .05%, minus 1.25%.

NONFORFEITURE VALUE: The Nonforfeiture Value is equal to 87.50% of the Premium Payment accumulated at the Nonforfeiture Rate since the Policy Date, minus any amounts withdrawn, accumulated at the Nonforfeiture Rate since the date of withdrawal.

NON-QUALIFIED PLAN: A retirement program, which is funded by after-tax contributions.

OWNER: ("you, your") The person(s) or entity(ies) designated as the Owner of this Policy or as subsequently changed, and upon whose death prior to the Annuity Commencement Date benefits under the Policy may be paid. If NYLIAC issues a jointly owned Policy, ownership rights and privileges under this Policy must be exercised jointly and death benefits payable under this Policy before the Annuity Commencement Date will be paid upon the death of any joint Owner.

PARTIAL WITHDRAWAL: Any part of the Accumulation Value paid to you, at your request, in accordance with the terms of this Policy.

PAYEE: The recipient(s) designated to receive the Income Payments under this Policy. The Owner of this Policy is the Payee, unless we agree to some other Payee.

PAYMENT DATE: The date on which a Premium Payment is received at our Executive Office or at a service office, unless it is received on a day that is not a business day for us. In that case, the Payment Date will be our next business day.

POLICY ANNIVERSARY: An anniversary of the Policy Date displayed on the Policy Data Page.

POLICY DATA PAGE: Page 2 of the Policy, containing the Policy specifications.

POLICY DATE: The date the Policy is executed and from which Policy Years, Policy months and Policy Anniversaries are measured. It is shown on the Policy Data Page.

POLICY YEAR: A year starting on the Policy Date as shown on the Policy Data Page. Subsequent Policy Years begin on each Policy Anniversary.

PREMIUM PAYMENT: The amount paid to the Corporation as consideration for the benefits provided by this Policy.

PROOF OF DEATH: Evidence that death has occurred, including at least one of the following: a certified copy of the death certificate, an attending physician's statement, a finding from a court of competent jurisdiction or any other proof that is acceptable to us.

QUALIFIED PLAN: A retirement plan under the Internal Revenue Code of 1986, as amended, including Sections 401(a), 403(b), 408, 408(A) and 457(b).

REQUIRED MINIMUM DISTRIBUTION (RMD)

AUTOMATED OPTION: The calculation and automatic processing of the Required Minimum Distribution (RMD) under certain Qualified Plans pursuant to IRC Section 401(a)(9) on a scheduled interval (monthly, quarterly, semi-annually, or annually). RMD is the minimum amount that the IRS requires the owners of certain Qualified Plans to withdraw each year generally beginning no later than April 1 of the calendar year following the calendar year in which the Owner attains age 70½.

SURRENDER CHARGE: An amount charged by the Corporation during the Surrender Charge period as shown under the Surrender Charge schedule on the Policy Data Page, and occurring when a Partial Withdrawal of the Accumulation Value is made or when the Policy is surrendered for its Accumulation Value.

SECTION ONE - ANNUITY BENEFIT

1.1 When Will Income Payments Begin?

Beginning on the Annuity Commencement Date shown on the Policy Data Page or as changed in accordance with Section 1.2, provided this Policy is in force on that date, we will make Income Payments to the Payee each month. However, once Income Payments begin, the Income Payment option may not be changed. If the Accumulation Value of this Policy is an amount that would provide Income Payments of less than \$20 a month on the Annuity Commencement Date, we will pay you the Accumulation Value in a single sum.

1.2 May The Annuity Commencement Date Be Changed?

If we agree, the Annuity Commencement Date shown on the Policy Data Page may be changed to an earlier date not before the first Policy Anniversary or deferred to a later date. If you wish to change the date, you must notify us in writing at least one month before the Annuity Commencement Date. The Annuitant's Age on the Annuity Commencement Date may not be greater than the Age as required by the laws of the state in which this Policy was issued.

1.3 How Are Income Payment Amounts Determined?

We will determine the amount of each monthly Income Payment on the Annuity Commencement Date. We do this by applying the total Accumulation Value of the Policy, less any state premium tax that may be payable as provided in Section 5.6, to the Income Payment rate in effect on the Annuity Commencement Date. Income Payment rates are based on the adjusted Age and sex of the Annuitant. To find the adjusted Age in the year the first payment is due, we first set the Annuitant's Age to be the lesser of Age 95 or their Age at the time of the first payment, and then adjust it according to the following table:

2011-2019	2020-2028	2029-2038	2039&later
0	-1	-2	-3

The amount of each monthly Income Payment will not be less than an amount based on the corresponding rate shown in the Life Income – Guaranteed Period Payment Table. These minimum amounts are ten-year certain and life amounts based on the Annuity 2000 Mortality Table with Projection Scale G applied for fifteen years static and generationally thereafter, and with interest compounded each year at one and one half percent (1.5%).

When asked, we will state in writing what the minimum amount of each monthly Income Payment would be under this provision.

LIFE INCOME-GUARANTEED PERIOD PAYMENT TABLE

Minimum Monthly Payment per \$1,000 of Proceeds					
Adjusted			Adjusted		
Age	Male	Female	Age	Male	Female
60	\$3.64	\$3.33	76	\$5.92	\$5.47
61	3.74	3.41	77	6.11	5.67
62	3.85	3.50	78	6.30	5.88
63	3.96	3.60	79	6.50	6.09
64	4.07	3.70	80	6.69	6.31
65	4.19	3.81	81	6.89	6.53
66	4.32	3.92	82	7.08	6.74
67	4.46	4.04	83	7.26	6.96
68	4.60	4.17	84	7.45	7.17
69	4.74	4.30	85	7.62	7.38
70	4.89	4.44	86	7.79	7.58
71	5.05	4.59	87	7.95	7.77
72	5.22	4.75	88	8.10	7.94
73	5.38	4.92	89	8.24	8.11
74	5.56	5.10	90	8.38	8.26
75	5.74	5.28			

1.4 How Are Income Payments Made?

We may require proof of the Annuitant's birth date before Income Payments begin. Under the Life Income-Guaranteed Period option, we will make equal payments to the Payee each month during the lifetime of the Annuitant. Income Payments do not change and are guaranteed for a period of 10 years (120 monthly payments) even if the Annuitant dies sooner. We may require proof of the Annuitant's survival as a condition for Income Payments beyond the guaranteed period.

1.5 Are There Other Methods Of Income Payments?

If we agree, you may elect, on or before the Annuity Commencement Date, to have the Accumulation Value placed under some other Income Payment option.

SECTION TWO - OWNER, ANNUITANT, BENEFICIARY

2.1 What Are The Rights Of Ownership?

As the Owner of this Policy, you have the right to name a new Owner or assign your interest in this Policy (Non-Qualified Plan policies only), change a revocable Beneficiary, receive Income Payments and name a Payee to receive Income Payments. You cannot lose these rights. If this Policy is jointly owned, these rights must be exercised jointly. To exercise these rights, you do not need the consent of the Annuitant or any revocable Beneficiary. However, all rights of ownership end at your death.

2.2 May The Owner Be Different From The Annuitant?

The Owner of this Policy may be different from the Annuitant, but unless it is indicated on the Policy Data Page or ownership is subsequently changed, you are the Annuitant and the Owner of this Policy. However, the Annuitant and Owner must generally be the same individual for Policies issued in connection with Qualified Plans.

2.3 How Do You Change The Owner Of This Policy?

If this Policy is issued as a Non-Qualified Plan Policy, you may change the Owner of this Policy, from yourself to a new Owner, by providing us with a notice you sign which gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. When this change takes effect, all rights of ownership in this Policy will pass to the new Owner. Changing the Owner of this Policy does not change the Annuitant or any Beneficiary.

A change in ownership may have adverse tax consequences to you; please consult with your tax advisor.

2.4 May More Than One Beneficiary Be Named?

You may name more than one Beneficiary. Multiple Beneficiaries may be classified as primary (or first class), contingent (or second class), and so on. If two or more Beneficiaries are named in a class, their shares in any amount payable may be stated. Any amount payable will be paid to any Beneficiary classified as primary who survives you. If no Beneficiary classified as primary survives you, payment will be made to any surviving Beneficiary in the next class, and so on. Those Beneficiaries who survive in the same class have an equal share in any amount payable to the extent possible, unless the shares are stated otherwise.

2.5 How Do You Change A Beneficiary Of This Policy?

During your lifetime, you may change a revocable Beneficiary, by providing us with a notice you sign which gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. If a Beneficiary has been irrevocably designated, the Beneficiary may only be changed with such Beneficiary's signed consent.

2.6 What Happens If The Annuitant Dies Before The Annuity Commencement Date?

If the Annuitant is not the Owner and the Annuitant dies before the Annuity Commencement Date, when we receive Proof of Death, you will become the Annuitant of this Policy. If this Policy is jointly owned, the first Owner named will become the Annuitant. However, if the Owner is not a natural person, upon the death of the Annuitant, we will pay the death benefit to the Beneficiary(ies) as provided in Section 2.11. For this purpose, if the Owner is a grantor trust for federal income tax purposes and the grantor(s) is a natural person, the Policy will be treated as owned by a natural person. In this case, upon the death of the Annuitant, the first named living grantor will become the new Annuitant. The death benefit is an amount equal to the Accumulation Value of this Policy as of the date of the Annuitant's or grantor's death, as applicable. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11.

2.7 What Happens If The Annuitant Dies After The Annuity Commencement Date?

If the Annuitant dies after the Annuity Commencement Date, but before the end of the guaranteed period of the Income Payments, we will then make the Income Payments to the Beneficiary for the remainder of the Income Payment period, even if the Payee is alive. If the Annuitant dies after the end of the guaranteed period of the Income Payments, no amount will be payable to the Payee or any Beneficiary.

2.8 What Happens If You Die Before The Annuity Commencement Date?

If you die before the Annuity Commencement Date, when we receive Proof of Death, we will pay the Beneficiary(ies) the death benefit, which is an amount equal to the Accumulation Value of this Policy as of the date of death. If this Policy is jointly owned, this provision will apply at the death of either Owner. If the Owner is a grantor trust and a grantor is a natural person, we will pay the death benefit

upon the death of a grantor. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11. However, if your surviving spouse is the sole primary Beneficiary, your spouse may elect, in writing, to become the new Owner of this Policy, as provided in Section 2.14, subject to certain Qualified Plan limitations. If the Owner is not a natural person or is a grantor trust, see Section 2.6.

2.9 What Happens If You Die After The Annuity Commencement Date?

Unless you provide otherwise, if you die after the Annuity Commencement Date and before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period. If this Policy is jointly owned, the surviving Owner will become the sole Owner, and Income Payments will be made to the surviving Owner for the remainder of the Income Payment period. If the surviving Owner dies before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period.

2.10 When Will We Process A Request For Payment Of The Death Benefit?

Claim information must be submitted for each Beneficiary. Upon receiving Proof of Death and all claim information from a Beneficiary, we will pay to that Beneficiary his/her share of any amount of the death benefit. These proceeds bear interest computed daily from the date of death to the date of payment. We set the interest rate each year. This rate will not be less than the rate required by law.

2.11 Does A Beneficiary Have To Accept The Death Benefit Of This Policy At Your Death?

Full payment of the death benefit will be made to the Beneficiary within five (5) years after the date of your death. However, at your death, your Beneficiary is not required to accept the death benefit of this Policy in a single sum, if you (while you are living) or the Beneficiary (after your death) choose in a signed notice to have all or part of this payment placed under a settlement alternative that we may have available for the Beneficiary. Payment under an elected income or guaranteed life income settlement alternative must be for the life of the Beneficiary or

for a number of years that is not more than the life expectancy (as determined for federal tax purposes) of the Beneficiary at the time of your death, and payment must begin within one year after your death.

2.12 What Happens If A Beneficiary Who Is Receiving Income Payments Dies?

During the guaranteed period of Income Payments, if a Beneficiary who is receiving Income Payments dies, each remaining Income Payment will be paid to those Beneficiaries in the same class who are alive when that Income Payment becomes due. If a last Beneficiary in a class to receive Income Payments dies, each remaining Income Payment will be paid to those in the next class who are alive when that Income Payment becomes due, and so on. If no Beneficiary for any amount payable or for a stated share is alive, the present value of any remaining Income Payments is paid to the estate of the Beneficiary who dies last. The present value of any remaining Income Payments is always less than the total of those Income Payments. No amount will be payable to any Beneficiary after the end of the guaranteed period of Income Payments.

2.13 What Happens If No Beneficiary Survives You?

If no Beneficiary for any amount payable or for a stated share survives you, the right to this amount or this share will pass to your estate. Payment of the proceeds will be made in a single sum to your estate. If any Beneficiary dies at the same time as you, or within fifteen (15) days after your death, but before we receive your Proof of Death and all claim information, we will pay any amount payable as though the Beneficiary died first.

2.14 What Happens If Your Spouse Is The Beneficiary?

If your spouse is the sole primary Beneficiary and you die before the Annuity Commencement Date, this Policy may be continued with your spouse as the new Owner. If you are also the Annuitant, your spouse will become the new Annuitant. If your spouse chooses to continue the Policy, no death benefit proceeds will be paid as a consequence of your death.

SECTION THREE - PREMIUM PAYMENTS

3.1 What Is The Premium Payment?

An amount paid to the Corporation as consideration for the benefits provided by this Policy. The Premium Payment for this Policy is shown on the Policy Data Page. This payment must be made while the Owner and Annuitant are living.

3.2 Can Additional Premium Payments Be Made?

Generally, additional Premium Payments are not allowed for this Policy.

3.3 When Is A Premium Payment Credited To The Policy?

A Premium Payment will be credited to the Policy as of the Payment Date.

SECTION FOUR - ACCUMULATION VALUE

4.1 How Is The Interest Credited To This Policy?

The initial Interest Rate Guarantee Period starts on the Policy Date and ends at the close of the initial Interest Rate Guarantee Period as shown on the Policy Data Page. The initial interest rate will be the rate that we declare in advance and is in effect for the initial Interest Rate Guarantee Period. Each guarantee period thereafter will be for a one-year period and the interest rate will be the rate that we declare in advance each year on the Policy Anniversary. Interest is compounded daily at an effective annual yield. We credit interest to this Policy daily. The rate credited will never be less

than the guaranteed minimum interest rate as described on the Policy Data Page.

4.2 How Is The Accumulation Value Calculated?

On any day, on or before the Annuity Commencement Date, the Accumulation Value of this Policy is defined as the Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. The instances in which Surrender Charges will be assessed are explained in Section Five. Upon your request, we will inform you of the amount of Accumulation Value in this Policy.

SECTION FIVE - WITHDRAWALS, CHARGES, DEDUCTIONS

5.1 Can You Make Partial Withdrawals From This Policy?

Provided this Policy has sufficient Accumulation Value, as shown on the Policy Data Page, you may request a Partial Withdrawal. The minimum amount you may withdraw is also shown on the Policy Data Page. If the amount of the Partial Withdrawal requested, together with any Surrender Charge that may apply, exceeds the Accumulation Value, we will pay you the Accumulation Value less any applicable Surrender Charge. We must receive your written request for a Partial Withdrawal at least thirty (30) days before the Annuity Commencement Date.

each time a Partial Withdrawal is made, or when the Policy is surrendered for its Accumulation Value. The Surrender Charge, if any, will be a percentage, as shown on the Policy Data Page, of the amount of the Accumulation Value withdrawn or surrendered. The Surrender Charge will apply only if the amount withdrawn or surrendered exceeds the amount described under the Annual Surrender Charge Free Amount(s) section on the Policy Data Page.

5.2 Can You Surrender This Policy?

You may surrender the Policy at any time before the Annuity Commencement Date for the Accumulation Value less any Surrender Charges that may apply. In no event will you receive less than the Guaranteed Cash Surrender Value.

5.5 Are Surrender Charges Ever Waived?

Surrender Charges will be waived:

- a) when proceeds are paid on the death of the Owner, or of the Annuitant if the Owner is not a natural person; or
- b) for any Required Minimum Distribution (RMD), as calculated by us, from the Accumulation Value of this Policy withdrawn under the RMD Automated option. However, if, in addition to any RMD withdrawals, Partial Withdrawals are made from this Policy during a Policy Year, all such withdrawals will be combined and a Surrender Charge will apply to that portion of the withdrawals that exceeds the greater of the calculated RMD amount, and the amount as explained in Section 5.4 and on the Policy Data Page; or
- c) on amounts placed under the Life Income - Guaranteed Period option; or
- d) under conditions specified in any riders or endorsements attached to and made a part of this Policy; or
- e) upon surrender of the Policy or on Partial Withdrawals to the extent that the amount of the Surrender Charge, if any, exceeds the interest credited to the Policy; or
- f) if we terminate this Policy as explained in Section 5.7.

5.3 May We Defer A Partial Withdrawal Or Surrender Payment?

When not prohibited by the laws of the state in which this Policy is issued, we may defer payment of any Partial Withdrawal or surrender payment request for up to six (6) months from the Partial Withdrawal or surrender request date after making a written request and receiving written approval from the insurance commissioner of the state in which this Policy is issued. Interest will be paid on any amount deferred for thirty (30) days or more. If payments are deferred, we will pay interest at the rate specified by the Insurance Department of the state where your Policy was issued, from the time of the Partial Withdrawal or surrender request. This rate will be at least three percent (3.0%) per year.

5.4 Are Surrender Charges Applied To This Policy?

During the Surrender Charge period, as shown under the Surrender Charge schedule on the Policy Data Page, a Surrender Charge may be applied

5.6 Are State Premium Taxes Deducted From Your Policy?

If we are required by state law to pay state premium taxes for your Policy, the amount of the state premium tax will be deducted from the Accumulation Value of your Policy on the earliest of:

- a) the date the Policy is surrendered; or
- b) the Annuity Commencement Date, before the Accumulation Value is placed under an Income Payment option; or
- c) the date we terminate this Policy in accordance with Section 5.7.

However, the amount of the state premium tax will not be deducted from the Accumulation Value, if the Accumulation Value is paid as a death benefit.

5.7 May The Corporation Terminate This Policy?

It may happen that a requested Partial Withdrawal together with any Surrender Charges would reduce the Accumulation Value to an amount that would provide Income Payments of less than \$20 a month on the Annuity Commencement Date. If so, we have the right, subject to any applicable state law or regulation, to terminate this Policy and pay you the Accumulation Value in a single sum.

SECTION SIX - GENERAL PROVISIONS

6.1 What Constitutes The Entire Contract?

The entire contract consists of this Policy, any attached riders and endorsements, and a copy of the application, if attached. Only our Chairman, President, Secretary, or one of our Executive Officers may change the contract, when not prohibited by the laws of the state in which this Policy is issued, and then only in writing. No change will be made in the contract unless you agree. No Agent is authorized to change this contract or to waive any provisions of this contract.

6.2 How Important Is The Information You Provided For This Policy?

In issuing this Policy, we have relied on the information you provided. If you signed an application, such information includes 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 such statement will be used by us to contest this Policy unless that statement is a material misrepresentation.

6.3 Will We Be Able To Contest This Policy?

We will not contest this Policy after the Policy has been in force, while you are living, for two (2) years from the Issue Date. If no application was signed, this Policy will not be contested on the basis of any information that would generally be contained in an application.

6.4 How Are The Dates Referred To In This Policy Measured?

Policy Years, months, and anniversaries are measured from the Policy Date, except where otherwise indicated.

6.5 How Is A Person's Age Calculated For The Purpose Of This Policy?

In this Policy when we refer to a person's Age on any date, we mean his or her Age attained at his or her last birthday.

6.6 What Happens If In This Policy A Person's Age Or Sex Is Stated Incorrectly?

If a date on the Policy Data Page is based on an Age that is not correct, we may change the date to reflect the correct Age. If the Age or sex of the Annuitant is not correct as stated, any amount payable under this Policy will be adjusted to what the premiums paid would have purchased at the correct Age and sex. If Income Payments were made based on the incorrect Age or sex, we will increase or reduce a later payment or payments to adjust for the error. Any adjustment will include interest, at three percent (3.0%) per year, credited or charged as applicable, from the date of the incorrect payment to the date the adjustment is made.

6.7 May You Assign This Policy?

During your lifetime, you may assign your interest in this Policy (Non-Qualified Plan policies only). If you do this, your interest, and the interest of any Beneficiary, is subject to that of the assignee. As Owner, you retain any rights of ownership that have not been assigned.

An assignment or transfer may have adverse tax consequences to you; please consult with your tax advisor.

6.8 How Do You Assign This Policy?

You must provide us with a copy of any assignment of this Policy. We will not be responsible for the validity of any assignment. Any assignment, unless otherwise specified in the assignment by you, shall take effect as of the date the assignment is signed, subject to any payment we make or other action we took before receipt of the assignment.

6.9 May The Assignee Change The Owner, Annuitant, Or Beneficiary?

An assignee may not change the Owner, the Annuitant, or the Beneficiary. The assignee may not elect an alternate Income Payment option. Any amount payable to the assignee will be paid in a single sum.

6.10 Are The Payments Made Under This Policy Protected Against Creditors?

Except as stated in Section 6.7, payments we make under this Policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditors.

6.11 How Should A Premium Payment For This Policy Be Made?

Any Premium Payment made to us by check or money order must be payable to New York Life Insurance and Annuity Corporation or NYLIAC. Upon request, we will give you a receipt, signed by our Agent, for any premium paid to us.

6.12 How Is The Guaranteed Accumulation Value Calculated?

The guaranteed Accumulation Value in this Policy is based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate, as shown on the Policy Data Page. This value will never be less than the Nonforfeiture Value.

6.13 Is This Policy Subject To Conformity With Any Law?

This Policy is subject to all laws that apply. Any paid-up annuity, cash surrender or death benefits available under this Policy are not less than the minimum benefits required by any regulation or statute of the state in which this Policy is issued.

6.14 Are Dividends Payable Under This Policy?

This is a non-participating Policy. Therefore, no dividends are payable.

New York Life Insurance and Annuity Corporation

A Stock Company Incorporated in Delaware

Home Office – [200 Continental Drive Suite 306
Newark, DE 19713]

Executive Office – [51 Madison Avenue
New York, NY10010]

Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

Specimen

[Annuitant - - John Doe]
[Policy Number - - 00 000 000]
[Policy Date - - April 1, 2010]

New York Life Insurance and Annuity Corporation
(A Delaware Corporation)

Home Office
[200 Continental Drive, Suite 306]
[Newark, DE 19713]

Executive Office
[51 Madison Avenue]
[New York, NY 10010]

THE CORPORATION New York Life Insurance and Annuity Corporation (NYLIAC), a stock company incorporated in Delaware, will pay the benefits of this Single Premium Deferred Fixed Annuity (the "Policy") in accordance with its provisions. The following pages are also a part of this Policy.

ANNUITY BENEFIT On the Annuity Commencement Date, the Accumulation Value will be applied to provide periodic Income Payments, as stated in the Annuity Benefit section.

DEATH BENEFIT If you die before the Annuity Commencement Date, we will pay death benefit proceeds to the Beneficiary upon our receipt of Proof of Death and all claim information.

RIGHT TO RETURN POLICY Please examine this Policy. Within 10 days (or longer if required by state law) after delivery, you can return it to the Corporation or to the agent through whom it was purchased, with a written request for a full refund of the premium. Upon receipt of this request, the Policy will be void from the start, and a full premium refund will be made.

REPORT TO OWNER At least once each Policy Year, New York Life Insurance and Annuity Corporation will provide a report in connection with this Policy. The report will tell you how much Accumulation Value there is as of the end of the reporting period. It will also give the Owner any other facts required by state law or regulations.

The Issue Date is shown on the Policy Data Page.

IF YOU HAVE QUESTIONS OR CONCERNS ABOUT YOUR POLICY, PLEASE CALL US AT [1-800-762-6212].


President


Secretary

[New York Life Secure Term Fixed Annuity III]

Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

This policy will not become effective unless it is delivered to the Owner while the Owner and Annuitant are living. Read This Policy Carefully. It is a legal contract between the Owner and the Corporation.

New York Life Insurance and Annuity Corporation

Home Office
[200 Continental Drive Suite 306]
[Newark, DE 19713]

Executive Office
[51 Madison Avenue]
[New York, NY 10010]

POLICY DATA PAGE

Annuitant -- [John Doe] AGE: [35] [MALE]
Policy Number -- [00 000 000]
Policy Date -- [April 1, 2010]
Owner -- [The Annuitant]
Plan -- [Non-Qualified]

Premium Payment: \$[5,000.00]
Initial Interest Rate Guarantee Period Ending On: [March 31, 2015]

ANNUITY COMMENCEMENT DATE: [April 1, 2065]

SURRENDER CHARGES:

a) **SURRENDER CHARGE SCHEDULE**

POLICY YEAR	PERCENTAGE	POLICY YEAR	PERCENTAGE
[1	7%	4	6%
2	7%	5	5%
3	7%	6	0%

b) **ANNUAL SURRENDER CHARGE FREE AMOUNT(S)**

Surrender Charges Are Applied as Follows:

If the Premium Payment is less than [\$100,000], the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greater of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year [ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges.

If the Premium Payment is [\$100,000] or more, the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greatest of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year [ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or C) that portion of the Accumulation Value that exceeds the Premium Payment made to this Policy.

POLICY DATA PAGE

(Page 2 Cont'd.)

Initial Interest Rate: [2.0%] (Effective annual yield)
Guaranteed Minimum Interest Rate: [1.5%] (Effective annual yield)
Nonforfeiture Rate: [1.2%]
Minimum Partial Withdrawal Amount: \$100.00

Minimum Accumulation Value that must be maintained in the Policy after a Partial Withdrawal: \$2,000.00

ENHANCED DEATH BENEFIT:

Maximum Enhanced Death Benefit Rate: 100% of Adjusted Premium Payment
Guaranteed Enhanced Death Benefit Rate: 40% of Adjusted Accumulation Value

ISSUE DATE: [April 2, 2010]

Specimen

We & You

In this Policy, the words “we,” “us,” “our,” “Corporation,” and “NYLIAC” refer to New York Life Insurance and Annuity Corporation and the words “you” and “your” refer to the Owner of this Policy.

When you write to us, please include the Policy number, your full name, and your current address.

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Specimen

DEFINITIONS

These terms are capitalized when used throughout this Policy.

ACCUMULATION VALUE: The Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. This value will never be less than the Nonforfeiture Value.

AGE: A person's age attained at his or her last birthday.

ANNUITANT: The individual whose life will determine the Income Payments.

ANNUITY COMMENCEMENT DATE: The date on which the first Income Payment under this Policy will be made. This date may not be earlier than the first Policy Anniversary or later than the date on which the Annuitant becomes Age 95.

BENEFICIARY: The person(s) or entity(ies) having the right to receive the death benefit as set forth in this Policy and who is the "designated Beneficiary" for purposes of Section 72 of the Internal Revenue Code.

GUARANTEED CASH SURRENDER VALUE: The Guaranteed Cash Surrender Value is equal to the greatest of:

- a) the Accumulation Value, based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate as shown on the Policy Data Page, less any Surrender Charges that may apply; or
- b) the Nonforfeiture Value; or
- c) the Premium Payment, reduced by any previous Partial Withdrawals.

INCOME PAYMENTS: Periodic payments NYLIAC makes to the Payee, generally after the Annuity Commencement Date.

INTEREST RATE GUARANTEE PERIOD: The period during which the declared interest rate is guaranteed not to change.

ISSUE DATE: The date this Policy is produced for delivery.

NYLIAC: ("Corporation, We, Our, Us") New York Life Insurance and Annuity Corporation, which is a wholly-owned Delaware subsidiary of New York Life Insurance Company.

NONFORFEITURE RATE: The Nonforfeiture Rate, as shown on the Policy Data Page, is equal to the lesser of:

- a) 3.00%; and
- b) a rate that is not less than 1.00% and determined by using the six-month average of the five-year Constant Maturity Treasury Rate reported by the Federal Reserve for December through May (for period beginning July 1) and June through November (for period beginning January 1), rounded to the nearest .05%, minus 1.25%.

NONFORFEITURE VALUE: The Nonforfeiture Value is equal to 87.50% of the Premium Payment accumulated at the Nonforfeiture Rate since the Policy Date, minus any amounts withdrawn, accumulated at the Nonforfeiture Rate since the date of withdrawal.

NON-QUALIFIED PLAN: A retirement program, which is funded by after-tax contributions.

OWNER: ("you, your") The person(s) or entity(ies) designated as the Owner of this Policy or as subsequently changed, and upon whose death prior to the Annuity Commencement Date benefits under the Policy may be paid. If NYLIAC issues a jointly owned Policy, ownership rights and privileges under this Policy must be exercised jointly and death benefits payable under this Policy before the Annuity Commencement Date will be paid upon the death of any joint Owner.

PARTIAL WITHDRAWAL: Any part of the Accumulation Value paid to you, at your request, in accordance with the terms of this Policy.

PAYEE: The recipient(s) designated to receive the Income Payments under this Policy. The Owner of this Policy is the Payee, unless we agree to some other Payee.

PAYMENT DATE: The date on which a Premium Payment is received at our Executive Office or at a service office, unless it is received on a day that is not a business day for us. In that case, the Payment Date will be our next business day.

POLICY ANNIVERSARY: An anniversary of the Policy Date displayed on the Policy Data Page.

POLICY DATA PAGE: Page 2 of the Policy, containing the Policy specifications.

POLICY DATE: The date the Policy is executed and from which Policy Years, Policy months and Policy Anniversaries are measured. It is shown on the Policy Data Page.

POLICY YEAR: A year starting on the Policy Date as shown on the Policy Data Page. Subsequent Policy Years begin on each Policy Anniversary.

PREMIUM PAYMENT: The amount paid to the Corporation as consideration for the benefits provided by this Policy.

PROOF OF DEATH: Evidence that death has occurred, including at least one of the following: a certified copy of the death certificate, an attending physician's statement, a finding from a court of competent jurisdiction or any other proof that is acceptable to us.

QUALIFIED PLAN: A retirement plan under the Internal Revenue Code of 1986, as amended, including Sections 401(a), 403(b), 408, 408(A) and 457(b).

REQUIRED MINIMUM DISTRIBUTION (RMD)

AUTOMATED OPTION: The calculation and automatic processing of the Required Minimum Distribution (RMD) under certain Qualified Plans pursuant to IRC Section 401(a)(9) on a scheduled interval (monthly, quarterly, semi-annually, or annually). RMD is the minimum amount that the IRS requires the owners of certain Qualified Plans to withdraw each year generally beginning no later than April 1 of the calendar year following the calendar year in which the Owner attains age 70½.

SURRENDER CHARGE: An amount charged by the Corporation during the Surrender Charge period as shown under the Surrender Charge schedule on the Policy Data Page, and occurring when a Partial Withdrawal of the Accumulation Value is made or when the Policy is surrendered for its Accumulation Value.

SECTION ONE - ANNUITY BENEFIT

1.1 When Will Income Payments Begin?

Beginning on the Annuity Commencement Date shown on the Policy Data Page or as changed in accordance with Section 1.2, provided this Policy is in force on that date, we will make Income Payments to the Payee each month. However, once Income Payments begin, the Income Payment option may not be changed. If the Accumulation Value of this Policy is an amount that would provide Income Payments of less than \$20 a month on the Annuity Commencement Date, we will pay you the Accumulation Value in a single sum.

1.2 May The Annuity Commencement Date Be Changed?

If we agree, the Annuity Commencement Date shown on the Policy Data Page may be changed to an earlier date not before the first Policy Anniversary or deferred to a later date, but not later than the date on which the Annuitant becomes Age 95. If you wish to change the date, you must notify us in writing at least one month before the Annuity Commencement Date. The Annuitant's Age on the Annuity Commencement Date may not be greater than the Age as required by the laws of the state in which this Policy was issued.

1.3 How Are Income Payment Amounts Determined?

We will determine the amount of each monthly Income Payment on the Annuity Commencement Date. We do this by applying the total Accumulation Value of the Policy, less any state premium tax that may be payable as provided in Section 5.6, to the Income Payment rate in effect on the Annuity Commencement Date. Income Payment rates are based on the adjusted Age and sex of the Annuitant. To find the adjusted Age in the year the first payment is due, we first set the Annuitant's Age to be the lesser of Age 95 or their Age at the time of the first payment, and then adjust it according to the following table:

2011-2019	2020-2028	2029-2038	2039&later
0	-1	-2	-3

The amount of each monthly Income Payment will not be less than an amount based on the corresponding rate shown in the Life Income – Guaranteed Period Payment Table. These minimum amounts are ten-year certain and life amounts based on the Annuity 2000 Mortality Table with Projection Scale G applied for fifteen years static and generationally thereafter, and with interest compounded each year at one and one half percent (1.5%).

When asked, we will state in writing what the minimum amount of each monthly Income Payment would be under this provision.

LIFE INCOME-GUARANTEED PERIOD PAYMENT TABLE

Minimum Monthly Payment per \$1,000 of Proceeds					
Adjusted			Adjusted		
Age	Male	Female	Age	Male	Female
60	\$3.64	\$3.33	76	\$5.92	\$5.47
61	3.74	3.41	77	6.11	5.67
62	3.85	3.50	78	6.30	5.88
63	3.96	3.60	79	6.50	6.09
64	4.07	3.70	80	6.69	6.31
65	4.19	3.81	81	6.89	6.53
66	4.32	3.92	82	7.08	6.74
67	4.46	4.04	83	7.26	6.96
68	4.60	4.17	84	7.45	7.17
69	4.74	4.30	85	7.62	7.38
70	4.89	4.44	86	7.79	7.58
71	5.05	4.59	87	7.95	7.77
72	5.22	4.75	88	8.10	7.94
73	5.38	4.92	89	8.24	8.11
74	5.56	5.10	90	8.38	8.26
75	5.74	5.28			

1.4 How Are Income Payments Made?

We may require proof of the Annuitant's birth date before Income Payments begin. Under the Life Income-Guaranteed Period option, we will make equal payments to the Payee each month during the lifetime of the Annuitant. Income Payments do not change and are guaranteed for a period of 10 years (120 monthly payments) even if the Annuitant dies sooner. We may require proof of the Annuitant's survival as a condition for Income Payments beyond the guaranteed period.

1.5 Are There Other Methods Of Income Payments?

If we agree, you may elect, on or before the Annuity Commencement Date, to have the Accumulation Value placed under some other Income Payment option.

SECTION TWO - OWNER, ANNUITANT, BENEFICIARY

2.1 What Are The Rights Of Ownership?

As the Owner of this Policy, you have the right to name a new Owner or assign your interest in this Policy (Non-Qualified Plan policies only), change a revocable Beneficiary, receive Income Payments and name a Payee to receive Income Payments. You cannot lose these rights. If this Policy is jointly owned, these rights must be exercised jointly. To exercise these rights, you do not need the consent of the Annuitant or any revocable Beneficiary. However, all rights of ownership end at your death.

2.2 May The Owner Be Different From The Annuitant?

The Owner of this Policy may be different from the Annuitant, but unless it is indicated on the Policy Data Page or ownership is subsequently changed, you are the Annuitant and the Owner of this Policy. However, the Annuitant and Owner must generally be the same individual for Policies issued in connection with Qualified Plans.

2.3 How Do You Change The Owner Of This Policy?

If this Policy is issued as a Non-Qualified Plan Policy, you may change the Owner of this Policy, from yourself to a new Owner, by providing us with a notice you sign which gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. When this change takes effect, all rights of ownership in this Policy will pass to the new Owner. Changing the Owner of this Policy does not change the Annuitant or any Beneficiary.

A change in ownership may have adverse tax consequences to you; please consult with your tax advisor.

2.4 May More Than One Beneficiary Be Named?

You may name more than one Beneficiary. Multiple Beneficiaries may be classified as primary (or first class), contingent (or second class), and so on. If two or more Beneficiaries are named in a class, their shares in any amount payable may be stated. Any amount payable will be paid to any Beneficiary classified as primary who survives you. If no Beneficiary classified as primary survives you, payment will be made to any surviving Beneficiary in the next class, and so on. Those Beneficiaries who survive in the same class have an equal share in any amount payable to the extent possible, unless the shares are stated otherwise.

2.5 How Do You Change A Beneficiary Of This Policy?

During your lifetime, you may change a revocable Beneficiary, by providing us with a notice you sign which gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. If a Beneficiary has been irrevocably designated, the Beneficiary may only be changed with such Beneficiary's signed consent.

2.6 What Happens If The Annuitant Dies Before The Annuity Commencement Date?

If the Annuitant is not the Owner and the Annuitant dies before the Annuity Commencement Date, when we receive Proof of Death, you will become the Annuitant of this Policy. If this Policy is jointly owned, the first Owner named will become the Annuitant. However, if the Owner is not a natural person, upon the death of the Annuitant, we will pay the death benefit to the Beneficiary(ies) as provided in Section 2.11. For this purpose, if the Owner is a grantor trust for federal income tax purposes and the grantor(s) is a natural person, the Policy will be treated as owned by a natural person. In this case, upon the death of the Annuitant, the first named living grantor will become the new Annuitant. The death benefit is an amount equal to the Accumulation Value of this Policy as of the date of the Annuitant's or grantor's death, as applicable. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11.

2.7 What Happens If The Annuitant Dies After The Annuity Commencement Date?

If the Annuitant dies after the Annuity Commencement Date, but before the end of the guaranteed period of the Income Payments, we will then make the Income Payments to the Beneficiary for the remainder of the Income Payment period, even if the Payee is alive. If the Annuitant dies after the end of the guaranteed period of the Income Payments, no amount will be payable to the Payee or any Beneficiary.

2.8 What Happens If You Die Before The Annuity Commencement Date?

If you die before the Annuity Commencement Date, when we receive Proof of Death, we will pay the Beneficiary(ies) the death benefit, which is an amount equal to the Accumulation Value of this Policy as of the date of death. If this Policy is jointly owned, this provision will apply at the death of either Owner. If the Owner is a grantor trust and a grantor is a natural person, we will pay the death benefit

upon the death of a grantor. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11. However, if your surviving spouse is the sole primary Beneficiary, your spouse may elect, in writing, to become the new Owner of this Policy, as provided in Section 2.14, subject to certain Qualified Plan limitations. If the Owner is not a natural person or is a grantor trust, see Section 2.6.

2.9 What Happens If You Die After The Annuity Commencement Date?

Unless you provide otherwise, if you die after the Annuity Commencement Date and before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period. If this Policy is jointly owned, the surviving Owner will become the sole Owner, and Income Payments will be made to the surviving Owner for the remainder of the Income Payment period. If the surviving Owner dies before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period.

2.10 When Will We Process A Request For Payment Of The Death Benefit?

Claim information must be submitted for each Beneficiary. Upon receiving Proof of Death and all claim information from a Beneficiary, we will pay to that Beneficiary his/her share of any amount of the death benefit. These proceeds bear interest computed daily from the date of death to the date of payment. We set the interest rate each year. This rate will not be less than the rate required by law.

2.11 Does A Beneficiary Have To Accept The Death Benefit Of This Policy At Your Death?

Full payment of the death benefit will be made to the Beneficiary within five (5) years after the date of your death. However, at your death, your Beneficiary is not required to accept the death benefit of this Policy in a single sum, if you (while you are living) or the Beneficiary (after your death) choose in a signed notice to have all or part of this payment placed under a settlement alternative that we may have available for the Beneficiary. Payment under an elected income or guaranteed life income settlement alternative must be for the life of the Beneficiary or

for a number of years that is not more than the life expectancy (as determined for federal tax purposes) of the Beneficiary at the time of your death, and payment must begin within one year after your death.

2.12 What Happens If A Beneficiary Who Is Receiving Income Payments Dies?

During the guaranteed period of Income Payments, if a Beneficiary who is receiving Income Payments dies, each remaining Income Payment will be paid to those Beneficiaries in the same class who are alive when that Income Payment becomes due. If a last Beneficiary in a class to receive Income Payments dies, each remaining Income Payment will be paid to those in the next class who are alive when that Income Payment becomes due, and so on. If no Beneficiary for any amount payable or for a stated share is alive, the present value of any remaining Income Payments is paid to the estate of the Beneficiary who dies last. The present value of any remaining Income Payments is always less than the total of those Income Payments. No amount will be payable to any Beneficiary after the end of the guaranteed period of Income Payments.

2.13 What Happens If No Beneficiary Survives You?

If no Beneficiary for any amount payable or for a stated share survives you, the right to this amount or this share will pass to your estate. Payment of the proceeds will be made in a single sum to your estate. If any Beneficiary dies at the same time as you, or within fifteen (15) days after your death, but before we receive your Proof of Death and all claim information, we will pay any amount payable as though the Beneficiary died first.

2.14 What Happens If Your Spouse Is The Beneficiary?

If your spouse is the sole primary Beneficiary and you die before the Annuity Commencement Date, this Policy may be continued with your spouse as the new Owner. If you are also the Annuitant, your spouse will become the new Annuitant. If your spouse chooses to continue the Policy, no death benefit proceeds will be paid as a consequence of your death.

SECTION THREE - PREMIUM PAYMENTS

3.1 What Is The Premium Payment?

An amount paid to the Corporation as consideration for the benefits provided by this Policy. The Premium Payment for this Policy is shown on the Policy Data Page. This payment must be made while the Owner and Annuitant are living.

3.2 Can Additional Premium Payments Be Made?

Generally, additional Premium Payments are not allowed for this Policy.

3.3 When Is A Premium Payment Credited To The Policy?

A Premium Payment will be credited to the Policy as of the Payment Date.

SECTION FOUR - ACCUMULATION VALUE

4.1 How Is The Interest Credited To This Policy?

The initial Interest Rate Guarantee Period starts on the Policy Date and ends at the close of the initial Interest Rate Guarantee Period as shown on the Policy Data Page. The initial interest rate will be the rate that we declare in advance and is in effect for the initial Interest Rate Guarantee Period. Each guarantee period thereafter will be for a one-year period and the interest rate will be the rate that we declare in advance each year on the Policy Anniversary. Interest is compounded daily at an effective annual yield. We credit interest to this Policy daily. The rate credited will never be less

than the guaranteed minimum interest rate as described on the Policy Data Page.

4.2 How Is The Accumulation Value Calculated?

On any day, on or before the Annuity Commencement Date, the Accumulation Value of this Policy is defined as the Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. The instances in which Surrender Charges will be assessed are explained in Section Five. Upon your request, we will inform you of the amount of Accumulation Value in this Policy.

SECTION FIVE - WITHDRAWALS, CHARGES, DEDUCTIONS

5.1 Can You Make Partial Withdrawals From This Policy?

Provided this Policy has sufficient Accumulation Value, as shown on the Policy Data Page, you may request a Partial Withdrawal. The minimum amount you may withdraw is also shown on the Policy Data Page. If the amount of the Partial Withdrawal requested, together with any Surrender Charge that may apply, exceeds the Accumulation Value, we will pay you the Accumulation Value less any applicable Surrender Charge. We must receive your written request for a Partial Withdrawal at least thirty (30) days before the Annuity Commencement Date.

each time a Partial Withdrawal is made, or when the Policy is surrendered for its Accumulation Value. The Surrender Charge, if any, will be a percentage, as shown on the Policy Data Page, of the amount of the Accumulation Value withdrawn or surrendered. The Surrender Charge will apply only if the amount withdrawn or surrendered exceeds the amount described under the Annual Surrender Charge Free Amount(s) section on the Policy Data Page.

5.2 Can You Surrender This Policy?

You may surrender the Policy at any time before the Annuity Commencement Date for the Accumulation Value less any Surrender Charges that may apply. In no event will you receive less than the Guaranteed Cash Surrender Value.

5.5 Are Surrender Charges Ever Waived?

Surrender Charges will be waived:

- a) when proceeds are paid on the death of the Owner, or of the Annuitant if the Owner is not a natural person; or
- b) for any Required Minimum Distribution (RMD), as calculated by us, from the Accumulation Value of this Policy withdrawn under the RMD Automated option. However, if, in addition to any RMD withdrawals, Partial Withdrawals are made from this Policy during a Policy Year, all such withdrawals will be combined and a Surrender Charge will apply to that portion of the withdrawals that exceeds the greater of the calculated RMD amount, and the amount as explained in Section 5.4 and on the Policy Data Page; or
- c) on amounts placed under the Life Income - Guaranteed Period option; or
- d) under conditions specified in any riders or endorsements attached to and made a part of this Policy; or
- e) upon surrender of the Policy or on Partial Withdrawals to the extent that the amount of the Surrender Charge, if any, exceeds the interest credited to the Policy; or
- f) if we terminate this Policy as explained in Section 5.7.

5.3 May We Defer A Partial Withdrawal Or Surrender Payment?

When not prohibited by the laws of the state in which this Policy is issued, we may defer payment of any Partial Withdrawal or surrender payment request for up to six (6) months from the Partial Withdrawal or surrender request date after making a written request and receiving written approval from the insurance commissioner of the state in which this Policy is issued. Interest will be paid on any amount deferred for thirty (30) days or more. If payments are deferred, we will pay interest at the rate specified by the Insurance Department of the state where your Policy was issued, from the time of the Partial Withdrawal or surrender request. This rate will be at least three percent (3.0%) per year.

5.4 Are Surrender Charges Applied To This Policy?

During the Surrender Charge period, as shown under the Surrender Charge schedule on the Policy Data Page, a Surrender Charge may be applied

5.6 Are State Premium Taxes Deducted From Your Policy?

If we are required by state law to pay state premium taxes for your Policy, the amount of the state premium tax will be deducted from the Accumulation Value of your Policy on the earliest of:

- a) the date the Policy is surrendered; or
- b) the Annuity Commencement Date, before the Accumulation Value is placed under an Income Payment option; or
- c) the date we terminate this Policy in accordance with Section 5.7.

SECTION SIX - GENERAL PROVISIONS

6.1 What Constitutes The Entire Contract?

The entire contract consists of this Policy, any attached riders and endorsements, and a copy of the application, if attached. Only our Chairman, President, Secretary, or one of our Executive Officers may change the contract, when not prohibited by the laws of the state in which this Policy is issued, and then only in writing. No change will be made in the contract unless you agree. No Agent is authorized to change this contract or to waive any provisions of this contract.

6.2 How Important Is The Information You Provided For This Policy?

In issuing this Policy, we have relied on the information you provided. If you signed an application, such information includes 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 such statement will be used by us to contest this Policy unless that statement is a material misrepresentation.

6.3 Will We Be Able To Contest This Policy?

We will not contest this Policy after the Policy has been in force, while you are living, for two (2) years from the Issue Date. If no application was signed, this Policy will not be contested on the basis of any information that would generally be contained in an application.

6.4 How Are The Dates Referred To In This Policy Measured?

Policy Years, months, and anniversaries are measured from the Policy Date, except where otherwise indicated.

However, the amount of the state premium tax will not be deducted from the Accumulation Value, if the Accumulation Value is paid as a death benefit.

5.7 May The Corporation Terminate This Policy?

It may happen that a requested Partial Withdrawal together with any Surrender Charges would reduce the Accumulation Value to an amount that would provide Income Payments of less than \$20 a month on the Annuity Commencement Date. If so, we have the right, subject to any applicable state law or regulation, to terminate this Policy and pay you the Accumulation Value in a single sum.

6.5 How Is A Person's Age Calculated For The Purpose Of This Policy?

In this Policy when we refer to a person's Age on any date, we mean his or her Age attained at his or her last birthday.

6.6 What Happens If In This Policy A Person's Age Or Sex Is Stated Incorrectly?

If a date on the Policy Data Page is based on an Age that is not correct, we may change the date to reflect the correct Age. If the Age or sex of the Annuitant is not correct as stated, any amount payable under this Policy will be adjusted to what the premiums paid would have purchased at the correct Age and sex. If Income Payments were made based on the incorrect Age or sex, we will increase or reduce a later payment or payments to adjust for the error. Any adjustment will include interest, at three percent (3.0%) per year, credited or charged as applicable, from the date of the incorrect payment to the date the adjustment is made.

6.7 May You Assign This Policy?

During your lifetime, you may assign your interest in this Policy (Non-Qualified Plan policies only). If you do this, your interest, and the interest of any Beneficiary, is subject to that of the assignee. As Owner, you retain any rights of ownership that have not been assigned.

An assignment or transfer may have adverse tax consequences to you; please consult with your tax advisor.

6.8 How Do You Assign This Policy?

You must provide us with a copy of any assignment of this Policy. We will not be responsible for the validity of any assignment. Any assignment, unless otherwise specified in the assignment by you, shall take effect as of the date the assignment is signed, subject to any payment we make or other action we took before receipt of the assignment.

6.9 May The Assignee Change The Owner, Annuitant, Or Beneficiary?

An assignee may not change the Owner, the Annuitant, or the Beneficiary. The assignee may not elect an alternate Income Payment option. Any amount payable to the assignee will be paid in a single sum.

6.10 Are The Payments Made Under This Policy Protected Against Creditors?

Except as stated in Section 6.7, payments we make under this Policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditors.

6.11 How Should A Premium Payment For This Policy Be Made?

Any Premium Payment made to us by check or money order must be payable to New York Life Insurance and Annuity Corporation or NYLIAC. Upon request, we will give you a receipt, signed by our Agent, for any premium paid to us.

6.12 How Is The Guaranteed Accumulation Value Calculated?

The guaranteed Accumulation Value in this Policy is based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate, as shown on the Policy Data Page. This value will never be less than the Nonforfeiture Value.

6.13 Is This Policy Subject To Conformity With Any Law?

This Policy is subject to all laws that apply. Any paid-up annuity, cash surrender or death benefits available under this Policy are not less than the minimum benefits required by any regulation or statute of the state in which this Policy is issued.

6.14 Are Dividends Payable Under This Policy?

This is a non-participating Policy. Therefore, no dividends are payable.

New York Life Insurance and Annuity Corporation

A Stock Company Incorporated in Delaware

Home Office – [200 Continental Drive Suite 306
Newark, DE 19713]

Executive Office – [51 Madison Avenue
New York, NY 10010]

Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

Specimen



Annuities

APPLICATION FOR DEFERRED FIXED ANNUITIES

To New York Life Insurance and Annuity Corporation (NYLIAC) (A Delaware Corporation)

Executive Office: [51 Madison Avenue, New York, NY 10010] Home Office: [200 Continental Drive, Suite 306, Newark, DE 19713]

Annuity Commencement Date At [The Later Of Age 90 Or 10 Years] For All Products

Please print or type

1. OWNER(S) Is the Owner a Grantor Trust? [] Yes [X] No

Name (First, Middle Initial, Last, Suffix) John J. Doe
[] Male [X] Female Date of Birth (mm/dd/yyyy): 01/01/1954
Social Security or Tax ID No.: 111-11-1111
Residence: Street City State Country Zip Code Telephone No.
Day: (111)222-3333 Evening: (111)222-3334
100 Main St. Anytown NY USA 1111 Relationship to Annuitant Self [X] U.S. Other

JOINT OWNER (if applicable) Name (First, Middle Initial, Last, Suffix)
[] Male [] Female Date of Birth (mm/dd/yyyy): / /
Social Security or Tax ID No.:
Residence: Street City State Country Zip Code Telephone No.
Day: () Evening: ()
Relationship to Owner Country of Citizenship
[] U.S. Other

2. ANNUITANT If same as Owner, check here [X]. (Otherwise, complete this section.)

Name (First, Middle Initial, Last, Suffix)
[] Male [] Female Date of Birth (mm/dd/yyyy): / /
Social Security or Tax ID No.:
Residence: Street City State Country Zip Code Country of Citizenship
[] U.S. Other

3. PLAN TYPE (Choose ONE plan and complete the appropriate section and, if applicable, transfer/exchange form.)

[X] NON-QUALIFIED Is this a 1035 Exchange? [] Yes [X] No What is the Cost Basis? \$
[] IRA [] Roth IRA [] SEP IRA [] SIMPLE IRA Current Year Contribution Prior Year Contribution [] Transfer or [] Rollover
\$ Year \$ Year \$
[] Inherited IRA (Not Available w/FPFA) [] Transfer \$
[] 403(b)(TSA) Is this an ERISA Plan? [] Yes [] No [Note: 403(b)(TSA) NOT available if it is subject to ERISA. Employee should ask employer if plan is subject to ERISA.] Transfer Amount \$

4. BENEFICIARY(IES) (Note: Primary and Contingent Beneficiary designations must each total 100%.) Please use Section 8 for additional Beneficiary information. The Surviving Spouse designation is available only if (i) spouses are Joint Owners and (ii) upon the death of either spouse, the surviving spouse wants the option to continue the policy as the sole Owner and, if applicable, the Annuitant.

[] Surviving Spouse Under Joint Spousal Ownership (For Non-Qualified plan only) (If yes, complete below only for contingent beneficiaries)

Table with 4 columns: Class, Name (First, Middle Initial, Last), Relationship to Owner, Percentage (%). Row 1: [X] Primary, Jane M. Doe, Spouse, 100%. Row 2: [] Contingent. Row 3: [] Primary, [] Contingent. Row 4: [] Primary, [] Contingent.

5. PRODUCT SELECTION (Choose ONE product below. All products may not be available in all jurisdictions.)

[] New York Life Flexible Premium Fixed Annuity (FPFA) Initial Interest Rate Guarantee Period: (check one box)
[] New York Life Optimal Fixed Annuity (OFA) [] 1 Year (OFA, PFA) [] 3 Years (OFA, PFA)
[] New York Life Preferred Fixed Annuity (PFA) [] Other

[] New York Life Enhanced Fixed Annuity Initial Interest Rate Guarantee Period: (check one box) Surrender Charge Period: (check one box)
[] 1 Year [] 3 Years [] Other [] 6 Years [] 8 Years* [] Other

*During the initial Interest Rate Guarantee Period, a higher interest rate will be credited to policies issued with an 8-Year Surrender Charge Period.

[X] New York Life Select Rate Fixed Annuity Initial Interest Rate Guarantee Period and Surrender Charge Period: (check one box)
[X] 5 Yrs with 5-Yr Surrender Charge Period [] 6 Yrs with 6-Yr Surrender Charge Period
[] 7 Yrs with 7-Yr Surrender Charge Period [] 8 Yrs with 8-Yr Surrender Charge Period
[] Other

6. PREMIUM AMOUNT (If applicable, attach check payable to NYLIAC.)

Single Premium

\$[5,000 _____]

(Indicate total estimated amount including cash with application and anticipated transfer/exchange amounts.)

Flexible Premium (FPFA Only)

Initial Premium \$ _____ Planned Premium \$ _____

(If Planned Premium, check one box below and complete required form.)

Check-O-Matic

Employer Billing Arrangement

7. OPTIONAL RIDER(S) A charge may apply to the rider(s) you elect below. The rider(s) may not be available for all plans and/or products in all jurisdictions.

(EBB) Enhanced Beneficiary Benefit

Other _____

8. ADDITIONAL INFORMATION (Attach a separate sheet if additional space is needed.)

9. FRAUD AND DISCLOSURE STATEMENTS FOR THE FOLLOWING JURISDICTIONS

Residents of Jurisdictions other than the District of Columbia:

Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. Penalties may include imprisonment, fines, or a denial of insurance benefits if a person provides false information.

Residents of the District of Columbia:

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

10. SIGNATURES (Read statement and sign below.)

I/We agree that: (1) All answers to questions and statements in this application are true to the best of the knowledge and belief of those who made and recorded them. (2) This policy will not become effective unless it is delivered to the Owner while the Owner and Annuitant are living. (3) Unless otherwise indicated below, the Owner of this policy is the Applicant. (4) Under penalties of perjury, the Taxpayer Identification Number(s) provided on this application are certified to be correct. (5) No Agent is authorized to accept risks, make or change this application or any policy issued by the Company, or give up any of the Owner's rights or requirements.

Signed at
(City/State) Anytown, NY

Dated On
(mm/dd/yyyy) 01/01/2010

▲ Owner's Signature _____

▲ Joint Owner's Signature (if applicable) _____

▲ Annuitant's Signature
(if other than Owner) _____

▲ Applicant's Signature
(if other than Owner) _____

John Doe
Applicant's Printed Name

▲ Agent's Signature
(111) 111-000 _____

George Agent
Agent's Printed Name

Agent's Tel. No. _____

12345
Agent's Code No. _____

NY-678910
State/License No. _____

General Office #111
General Office Name/No. _____

▲ Lic. Resident Agent Countersignature and Code _____

"Date Received" Stamp Here



APPLICATION FOR
[NEW YORK LIFE SELECT TERM FIXED ANNUITY]
 DEFERRED FIXED ANNUITY

Annuities

To New York Life Insurance and Annuity Corporation (NYLIAC) (A Delaware Corporation)

Executive Office: [51 Madison Avenue, New York, NY 10010]

Home Office: [200 Continental Drive, Suite 306, Newark, DE 19713]

ANNUITY COMMENCEMENT DATE AT [THE LATER OF AGE 90 OR 10 YEARS]

Please print or type

1. OWNER(S)

Name (First, Middle Initial, Last, Suffix) John J. Doe	<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth (mm/dd/yyyy): 01/01/1954
Residence: Street City State Zip Code Country		Telephone No. Day: (111)222-3333 Evening: (111)222-3334
100 Main St. Anytown NY 11111 USA		Relationship to Annuitant: Self Country of Citizenship: <input checked="" type="checkbox"/> U.S. Other

JOINT OWNER (if applicable) Name (First, Middle Initial, Last, Suffix)	<input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth (mm/dd/yyyy): _____ / _____ / _____
Residence: Street City State Zip Code Country		Telephone No. Day: () Evening: ()
		Relationship to Owner Country of Citizenship: <input type="checkbox"/> U.S. Other

2. ANNUITANT If same as Owner, check here . Otherwise, complete this section.

Name (First, Middle Initial, Last, Suffix)	<input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth (mm/dd/yyyy): _____ / _____ / _____
Residence: Street City State Zip Code Country		Social Security or Tax ID No.:

3. PREMIUM AMOUNT (Attach check payable to NYLIAC, unless instructed otherwise.)

Single Premium \$[5,000, _____] (Indicate total estimated amount including cash with application and anticipated transfer/exchange amounts.)

4. INITIAL INTEREST RATE GUARANTEE PERIOD AND SURRENDER CHARGE PERIOD SELECTION
 (Choose **ONE** initial interest rate guarantee/surrender charge period below.)

5 Years with 5-Year Surrender Charge Period 6 Years with 6-Year Surrender Charge Period
 7 Years with 7-Year Surrender Charge Period Other _____

5. BENEFICIARY(IES) (Note: Primary and Contingent Beneficiary designations must each total 100%.) Please use Section 9 for additional Beneficiary information. The Surviving Spouse designation is available only if (i) spouses are Joint Owners and (ii) upon the death of either spouse, the surviving spouse wants the option to continue the policy as the sole Owner and, if applicable, the Annuitant.

Surviving Spouse Under Joint Spousal Ownership (For Non-Qualified plan only)
 (If yes, complete below **only** for contingent beneficiaries.)

Class	Name (First, Middle Initial, Last)	Relationship to Owner	Percentage (%)
<input checked="" type="checkbox"/> Primary <input type="checkbox"/> Contingent	Jane M. Doe	Spouse	100%
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent			
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent			

6. PLAN TYPE (Choose **ONE** plan and complete the appropriate section and, if applicable, transfer/exchange form.)

NON-QUALIFIED Is this a 1035 Exchange? Yes No What is the Cost Basis? \$ _____

<input type="checkbox"/> IRA <input type="checkbox"/> SEP IRA <input type="checkbox"/> Roth IRA <input type="checkbox"/> Inherited IRA	Current Year Contribution \$ _____ Year _____	Prior Year Contribution \$ _____ Year _____	<input type="checkbox"/> Transfer or <input type="checkbox"/> Rollover \$ _____
	<input type="checkbox"/> Transfer \$ _____		

[Note: If this is an IRA, SEP IRA, or ROTH IRA transfer/rollover, submit Qualified Transfer/Direct Rollover Form. If this is an Inherited IRA transfer, submit Inherited IRA Information/Transfer Form.]

7. OPTIONAL RIDER(S) A charge may apply to the rider(s) you elect below. The rider(s) may not be available with all plans and in all jurisdictions.

(EBB) Enhanced Beneficiary Benefit Other _____]

8. REPLACEMENT INFORMATION (If you answer "Yes" to either question, submit required replacement forms.)

Do you own any existing life insurance or annuity policies? Yes No
Is this a replacement of a life insurance or annuity policy? Yes No (If you answer "Yes" to this question, please also provide existing policy information in this section below.)

Company Name	Policy Number(s)	Estimated Policy Value(s)
		\$ _____
		\$ _____

9. ADDITIONAL INFORMATION (Attach a separate sheet if additional space is needed.)

10. FRAUD AND DISCLOSURE STATEMENTS FOR THE FOLLOWING JURISDICTIONS

Residents of Jurisdictions other than the District of Columbia:

Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. Penalties may include imprisonment, fines, or a denial of insurance benefits if a person provides false information.

Residents of the District of Columbia:

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

11. SIGNATURES (Read statement and sign below.)

I/We agree that: (1) All answers to questions and statements in this application are true to the best of the knowledge and belief of those who made and recorded them. (2) This policy will not become effective unless it is delivered to the Owner while the Owner and Annuitant are living. (3) Unless otherwise indicated below, the Owner of this policy is the Applicant. (4) Under penalties of perjury, the Taxpayer Identification Numbers provided on this application are certified to be correct. (5) No Agent is authorized to accept risks, make or change this application or any policy issued by the Company, or give up any of the Owner's rights or requirements. (6) I/We understand that the annuity is not backed or guaranteed by any bank or insured by the FDIC.

Signed at	Anytown	City	NY	01/01/2010
			State	Dated On (mm/dd/yyyy)
▲ Owner's/Applicant's Signature	▲ Annuitant's Signature (if other than Owner)		▲ Joint Owner's Signature (if applicable)	
▲ Agent's/Representative's Signature	George Agent	Representative (print name)	(111)111-0000	Representative's Tel. No.
NY-678910			12345	Representative's NYLIAC Code No.
Representative's State and License No.			(111)111-1111	Broker/Agency Tel. No.
ABC Brokerage 111 Main Street Anytown, NY 11111				
Broker/Agency Name and Address.				



Annuities

APPLICATION FOR
[NEW YORK LIFE SELECT PERIOD FIXED ANNUITY]
DEFERRED FIXED ANNUITY

To New York Life Insurance and Annuity Corporation (NYLIAC) (A Delaware Corporation)

Executive Office: [51 Madison Avenue, New York, NY 10010]

Home Office: [200 Continental Drive, Suite 306, Newark, DE 19713]

ANNUITY COMMENCEMENT DATE NO LATER THAN [AGE 95]

Please print or type

1. OWNER(S)

Name (First, Middle Initial, Last, Suffix) John J. Doe
Date of Birth (mm/dd/yyyy): 01/01/1954
Social Security or Tax ID No.: 111-11-1111
Residence: Street City State Zip Code Country
100 Main St. Anytown NY 11111 USA
Telephone No. Day: (1110)222-3333 Evening: (111)222-3334
Relationship to Annuitant Self
Country of Citizenship U.S. Other

JOINT OWNER (if applicable) Name (First, Middle Initial, Last, Suffix)
Date of Birth (mm/dd/yyyy):
Social Security or Tax ID No.:
Residence: Street City State Zip Code Country
Telephone No. Day: Evening:
Relationship to Owner
Country of Citizenship U.S. Other

2. ANNUITANT If same as Owner, check here [X]. Otherwise, complete this section.

Name (First, Middle Initial, Last, Suffix)
Date of Birth (mm/dd/yyyy):
Social Security or Tax ID No.:
Residence: Street City State Zip Code Country

3. PREMIUM AMOUNT (Attach check payable to NYLIAC, unless instructed otherwise.)

Single Premium \$[5,000](Indicate total estimated amount including cash with application and anticipated transfer/exchange amounts.)

4. INITIAL INTEREST RATE GUARANTEE PERIOD AND SURRENDER CHARGE PERIOD SELECTION

(Choose ONE initial interest rate guarantee/surrender charge period below.)
[X] 5 Years with 5-Year Surrender Charge Period
[] 6 Years with 6-Year Surrender Charge Period
[] 7 Years with 7-Year Surrender Charge Period
[] Other

5. BENEFICIARY(IES) (Note: Primary and Contingent Beneficiary designations must each total 100%.) Please use Section 9 for additional Beneficiary information. The Surviving Spouse designation is available only if (i) spouses are Joint Owners and (ii) upon the death of either spouse, the surviving spouse wants the option to continue the policy as the sole Owner and, if applicable, the Annuitant.

[] Surviving Spouse Under Joint Spousal Ownership (For Non-Qualified plan only)
(If yes, complete below only for contingent beneficiaries.)

Table with 4 columns: Class, Name (First, Middle Initial, Last), Relationship to Owner, Percentage (%). Row 1: [X] Primary, Jane M. Doe, Spouse, 100%.

6. PLAN TYPE (Choose ONE plan and complete the appropriate section and, if applicable, transfer/exchange form.)

[X] NON-QUALIFIED
Is this a 1035 Exchange? [] Yes [X] No
What is the Cost Basis? \$
[] IRA
[] SEP IRA
[] Roth IRA
[] Inherited IRA
Current Year Contribution \$ Year
Prior Year Contribution \$ Year
Transfer or Rollover \$

[Note: If this is an IRA, SEP IRA, or ROTH IRA transfer/rollover, submit Qualified Transfer/Direct Rollover Form. If this is an Inherited IRA transfer, submit Inherited IRA Information/Transfer Form.]

7. OPTIONAL RIDER(S) A charge may apply to the rider(s) you elect below. The rider(s) may not be available with all plans and in all jurisdictions.

(EBB) Enhanced Beneficiary Benefit Other _____]

8. REPLACEMENT INFORMATION (If you answer "Yes" to either question, submit required replacement forms.)

Do you own any existing life insurance or annuity policies? Yes No
Is this a replacement of a life insurance or annuity policy? Yes No **(If you answer "Yes" to this question, please also provide existing policy information in this section below.)**

Company Name	Policy Number(s)	Estimated Policy Value(s) \$ _____
		\$ _____

9. ADDITIONAL INFORMATION (Attach a separate sheet if additional space is needed.)

10. FRAUD AND DISCLOSURE STATEMENTS FOR THE FOLLOWING JURISDICTIONS

Residents of Jurisdictions other than the District of Columbia:

Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. Penalties may include imprisonment, fines, or a denial of insurance benefits if a person provides false information.

Residents of the District of Columbia:

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

11. SIGNATURES (Read statement and sign below.)

I/We agree that: (1) All answers to questions and statements in this application are true to the best of the knowledge and belief of those who made and recorded them. (2) This policy will not become effective unless it is delivered to the Owner while the Owner and Annuitant are living. (3) Unless otherwise indicated below, the Owner of this policy is the Applicant. (4) Under penalties of perjury, the Taxpayer Identification Numbers provided on this application are certified to be correct. (5) No Agent is authorized to accept risks, make or change this application or any policy issued by the Company, or give up any of the Owner's rights or requirements. (6) I/We understand that the annuity is not backed or guaranteed by any bank or insured by the FDIC.

Signed at	<u>Anytown</u>	NY	<u>01/01/2010</u>
	City	State	Dated On (mm/dd/yyyy)
▲ Owner's/Applicant's Signature	▲ Annuitant's Signature (if other than Owner)	▲ Joint Owner's Signature (if applicable)	
▲ Agent's/Representative's Signature	<u>George Agent</u>	<u>(111)111-0000</u>	
	Representative (print name)	Representative's Tel. No.	
<u>NY-678910</u>		<u>12345</u>	
Representative's State and License No.		Representative's NYLIAC Code No.	
<u>ABC Brokerage 111 Main Street Anytown, NY 11111</u>		<u>(111)111-1111</u>	
Broker/Agency Name and Address.		Broker/Agency Tel. No.	

UNISEX ENDORSEMENT

This endorsement is attached to and made a part of this Policy. In the case of a conflict with any provision in the Policy, the provisions of this endorsement will control.

This Policy is issued on a Unisex Basis. All references to "sex" in the following sections and provisions of this Policy are deleted:

Table of Contents:

Provision reference "What Happens If In This Policy A Person's Age Or Sex Is Stated Incorrectly?"

Policy Provisions:

"How Are Income Payment Amounts Determined?"

"What Happens If In This Policy A Person's Age Or Sex Is Stated Incorrectly?"

In addition, the Life Income – Guaranteed Period Payment Table shown in the "How Are Income Payment Amounts Determined?" section is replaced with the following:

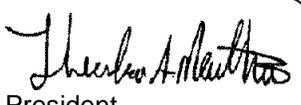
LIFE INCOME-GUARANTEED PERIOD PAYMENT TABLE

(Minimum Monthly Payment per \$1,000 of Proceeds)

Adjusted Age	Amount	Adjusted Age	Amount
60	\$3.44	76	\$5.63
61	3.53	77	5.83
62	3.63	78	6.03
63	3.73	79	6.24
64	3.83	80	6.45
65	3.94	81	6.66
66	4.06	82	6.87
67	4.19	83	7.07
68	4.32	84	7.27
69	4.46	85	7.47
70	4.60	86	7.66
71	4.76	87	7.83
72	4.92	88	8.00
73	5.09	89	8.16
74	5.26	90	8.30
75	5.44		

These minimum amounts are ten-year certain and life amounts based on the Annuity 2000 Mortality Table with Projection Scale G applied for fifteen years static and generationally thereafter, and with interest compounded each year at one and one half percent (1.5%).

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION


President


Secretary

SERFF Tracking Number: NYLA-126514958 State: Arkansas
 Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 45112
 Company Tracking Number: 210-192
 TOI: A02I Individual Annuities- Deferred Non-Variable Sub-TOI: A02I.003 Single Premium
 Product Name: New York Life Fixed Rationalization
 Project Name/Number: New York Life Fixed Rationalization/210-192

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments: Attached is our readability certification.		
Attachment: Cert-Readability-AR.pdf		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: Application Forms 210-502, 210-503, and 210-504 are submitted with the policy forms for review and approval. Please see the Forms Schedule component of this SERFF filing.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Cover Letter		
Comments: Attached is our cover letter which explains the use of these forms.		
Attachment: Cover Letter-AR.pdf		

	Item Status:	Status Date:
Satisfied - Item: Compliance certification		
Comments: Attached is our certification for the submitted forms.		
Attachment: Cert-compliance-AR.pdf		

SERFF Tracking Number: NYLA-126514958 *State:* Arkansas
Filing Company: New York Life Insurance and Annuity *State Tracking Number:* 45112
Corporation
Company Tracking Number: 210-192
TOI: A02I Individual Annuities- Deferred Non- *Sub-TOI:* A02I.003 Single Premium
Variable
Product Name: New York Life Fixed Rationalization
Project Name/Number: New York Life Fixed Rationalization/210-192
Satisfied - Item: Statement of Variability -
endorsement form

Comments:

Attached is the Statement of Variability for the submitted endorsement form.

Attachment:

SOV-6225-10.pdf

STATE OF ARKANSAS
READABILITY CERTIFICATION

COMPANY NAME: New York Life Insurance and Annuity Corporation

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

Form Number	Score
210-192	65
210-193	65
210-194	65
210-502	55.1
210-503	51.4
210-504	51.2
6225-10	52.2

Suzanne Wolf

Suzanne Wolf
Assistant Vice President – Product Development

3/5/2010

Date



NEW YORK LIFE INSURANCE COMPANY
NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION
 (A Delaware Corporation)
 1 Rockwood Road, Sleepy Hollow, NY 10591

"The Company You Keep"®

Suzanne Wolf
 Assistant Vice President - Product Development
 Bus: (914) 846-3508 Fax: (914) 846-4487 Toll Free: (800) 280-3551
 E-Mail: Suzanne_Wolf@newyorklife.com

March 5, 2010

Hon. Jay Bradford
 Commissioner
 Department of Insurance
 1200 W. Third Street
 Little Rock, AR 72201-1904
 Attn: Policy & Other Form Filings

RE: NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION
 N.A.I.C. NO.: 826-91596
 F.E.I.N.: 13-3044743

Form No.: 210-192	Individual Deferred Fixed Annuity	Contract
210-193	Individual Deferred Fixed Annuity	Contract
210-194	Individual Deferred Fixed Annuity	Contract
210-502	Individual Deferred Fixed Annuity	Application
210-503	Individual Deferred Fixed Annuity	Application
210-504	Individual Deferred Fixed Annuity	Application
6225-10	Individual Deferred Annuity	Unisex Endorsement

Dear Hon. Jay Bradford:

We are enclosing for your approval three new individual fixed deferred annuity policies, one endorsement and three new applications that will be used to apply for these policies. Additional information regarding these forms is provided below and the chart that follows this letter lists all forms that will be used with these new products. These policies will be issued by New York Life Insurance and Annuity Corporation (NYLIAC).

Policy Form 210-192

Policy form 210-192 is a single premium deferred fixed annuity and is non-participating. This policy will be solicited individually through the company's agents beginning on or about August 1, 2010, subject to approval by your Department. It will not replace any existing policy. This policy offers a choice of four Initial Interest Rate Guarantee Periods that will be available with four corresponding Surrender Charge Periods (Five-Year, Six-Year, Seven-Year or Eight-Year). Other key features of this policy include:

1. A GMIR that is not based on the nonforfeiture formula as defined under your state's law. This rate will be in effect for the life of the policy. It is subject to change for new issues only and will be applied in a uniform and non-discriminatory manner.
2. Definitions for the guaranteed cash surrender value and the nonforfeiture value are also provided. These definitions explain how the guaranteed cash surrender and non-forfeiture values are determined. Upon surrender of the policy, the client will receive no less than the guaranteed cash surrender value as defined in the policy.
3. The methodology to determine the nonforfeiture rate is included under the nonforfeiture rate definition. The nonforfeiture rate will not be redetermined for in-force policies and is set for the life of the policy based on the rate in effect when the policy is issued.

Policy Forms 210-193 and 210-194

These policies are also new non-participating, single premium fixed deferred annuities that will not replace any existing policies. Policy forms 210-194 and 210-193 will be solicited individually through the company's independent distribution channel beginning on or about June 1, 2010 and July 1, 2010, respectively, subject to approval by your Department. These forms are similar to policy form 210-192 described above, except as follows:

1. When policy forms 210-193 and 210-194 are introduced, they will each offer a choice of three (rather than 4) Initial Interest Rate Guarantee Periods that will be available with three corresponding Surrender Charge Periods (Five-Year, Six-Year, or Seven-Year).
2. Policy form 210-194 provides for a maximum maturity age of 95. This was designed specifically for one of our distributors to accommodate their need to provide this feature as a commonality among the products they solicit for various carriers.

These products will be available for the "non-tax qualified" market and for the "tax-qualified" market, primarily for rollovers and transfers of 403(b) Tax Sheltered Annuity (TSA) plans, Individual Retirement Annuity (IRA) plans, including Inherited IRA plans, Roth IRA plans, Simple IRA plans and Simplified Employee Pension IRA (SEP IRA) plans, 401(a) Pension plans, and 457(b) Governmental Deferred Compensation plans. Not all of these plans may be available in all distribution channels.

Unisex Endorsement Form 6225-10

Endorsement form 6225-10 is a new unisex endorsement that reflects amounts based on the Annuity 2000 Mortality Table. This endorsement will be used with policy forms 210-192, 210-193, and 210-194, in addition to all of NYLIAC's deferred fixed and variable annuities that include the Annuity 2000 Mortality Table and are issued in the employer/employee markets subject to the Norris decision.

Application Form 210-502

Application form 210-502 is new and will replace application form 208-591. This application will be used with policy form 210-192 when solicited through the company's agents. Since this application does not contain replacement questions, a separate replacement form (form number 22190.100) will always be used in conjunction with application form 210-502, even if there is no replacement involved in the sale. This replacement form was approved by your Department on 10/10/2007 (Dept. File No. 36895).

Application Forms 210-503 and 210-504

Application forms 210-503 and 210-504 are new and will not replace any previously approved application forms. When policy forms 210-193 and 210-194 are solicited through the company's independent distribution channel, a variety of solicitation methods will be used. They may be solicited without an application (App-Less), with an application acquired at the time of the policy's delivery (App-Later) or using the traditional process which involves completion of an application at point-of-sale and prior to policy delivery. When an application is used, we will use form number 210-503 with policy form 210-193 and form 210-504 with policy form 210-194.

Domicile Approval Status

Policy forms 210-192, 210-193, and 210-194, endorsement form 6225-10, and application forms 210-502, 210-503, and 210-504 were filed with the Insurance Department of our domicile State of Delaware on 02/09/10 and are pending approval.

These forms will be pre-printed or laser-emitted with identical language approved by the Department. The Company reserves the right to alter the color, layout, format, pagination, signature graphic, and the type of font (but not point size to less than 10) of these forms without resubmitting for approval, unless otherwise informed.

Please note that the company has not yet finalized the marketing names for the new products, sold via policy forms 210-192, 210-193, and 210-194. As such, the current names that are provided on each application and policy are only placeholders and will be replaced before the products are made available.

We would appreciate receiving your Department's approval of these new forms at your earliest convenience. If you have any questions regarding this submission, you may contact me at the phone number or e-mail address noted above.

Sincerely,



Suzanne Wolf
Assistant Vice President – Product Development

SW: rz

New York Life Insurance and Annuity Corporation		
Forms that will be used with policy forms 210-192, 210-193, and 210-194		
in the state of <u>Arkansas</u>		
Form Number	Brief Description	Approval Date
210-502	Application (Company agents)	Pending Approval
210-503	Application (Independent distribution channel)	Pending Approval
210-504	Application (Independent distribution channel)	Pending Approval
6225-10	Unisex Endorsement	Pending Approval
6238-09	TSA 403(b) Endorsement	6/12/2009
6236-02	Traditional IRA Endorsement	8/11/2003

6285-02	Roth IRA Endorsement	3/22/2007
6424-05	SIMPLE IRA Endorsement(available only for company agency business)	9/20/2005
6293-07	457(b) Deferred Compensation Plan Endorsement	4/9/2007
209-100	Living Needs Benefit/Unemployment Rider	10/6/2009
201-306	Enhanced Death Benefit Rider	7/13/2001
201-305	Enhanced Spousal Continuance Rider	7/13/2001
22190.100	Replacement Notice (for use with application form 210-502)	10/10/2007
20830	State Guaranty Association Notice	N/A
20247ANN(AR)	Inquiry notice (agency distribution)	N/A
42011(AR)	Inquiry notice (independent distribution)	N/A

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION
NEW YORK LIFE INSURANCE COMPANY

STATE OF ARKANSAS

In Re: Form (s): Policy Forms 210-192, 210-193, 210-194; Application Forms 210-502, 210-503, and 210-504; Endorsement Form 6225-10

I certify that the forms contained in this filing comply with Arkansas Insurance Regulation 19.

Suzanne Wolf

Signature

Suzanne Wolf

Name

Assistant Vice President – Product Development

Title

3/5/2010
Date

**ARKANSAS
INSURANCE
DEPARTMENT**

FILING FEE TRANSMITTAL FORM ***

ATTN: LIFE & HEALTH DIVISION, ARKANSAS INSURANCE DEPARTMENT

Company Name : New York Life Insurance and Annuity Corporation NAIC#: 826-91596

Company Contact Person: Suzanne Wolf Telephone No.: Toll Free: (800) 280-3551

<u>INSURANCE DEPARTMENT USE ONLY</u>		
ANALYST :	AMOUNT:	ROUTE SLIP:

ALL FEES ARE PER EACH INSURED, PER ANNUAL STATEMENT LINE OF BUSINESS,
UNLESS OTHERWISE INDICATED.

FEE SCHEDULE FOR ADMITTED INSURERS

RATE/ FORM FILINGS

Life and/or Disability policy form filing and review, per each policy, contract, annuity form , per each insurer, **per each filing**

3 x \$50= \$ 150.00
****Retaliatory \$###.##**

Life and/or Disability- Filing and review of each rate filing or loss ratio guarantee filing, per each insurer.

* ### x \$50= \$ ###.##
****Retaliatory \$###.##**

Life and/or Disability Policy, Contract or Annuity Forms: Filing and review of certificate, rider, endorsement or application if each is filed separately from the basic form.

* 1 x \$20= \$ 60.
****Retaliatory \$50.00**

Policy and contract forms, all lines, filing corrections in previously filed policy and contract forms.

* ### x \$20= \$ ###.##
****Retaliatory \$###.##**

Life and/or Disability: Filing and review of Insured's advertisements, per advertisement, per each insurer.

* ### x \$25= \$ ###.##
****Retaliatory \$###.##**

AMEND CERTIFICATE OF AUTHORITY

Review and processing of information to amend an Insurer's Certificate of Authority. * ## x \$ 400 = \$ ###.##

Filing to amend Certificate of Authority. *** ### x \$100 = \$ ###.##

*THESE FEES ARE PAYABLE UNDER THE NEW FEE SCHEDULE AS OUTLINED UNDER RULE AND REGULATION 57.

**THESE FEES ARE PAYABLE UNDER THE OLD FEE SCHEDULE AS OUTLINED UNDER ARK. CODE ANN. 23-63-102, RETALIATORY TAX.

***THESE FEES ARE PAYABLE AS REQUIRED IN ARK. ANN. 23-61-401.

New York Life Insurance and Annuity Corporation

**Statement of Variability For
Single Premium Deferred Fixed Annuity Policy
Form Number 210-192**

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New York Life Insurance and Annuity Corporation

**Statement of Variability For
Single Premium Deferred Fixed Annuity Policy
Form Number 210-193**

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SURRENDER CHARGE SCHEDULE	Policy Data Page	<p>To facilitate changes to the Surrender Charge Schedules offered under the policy. The Policy Data Page illustrates a five-year Surrender Charge Schedule. There are currently three Surrender Charge Schedule options available, five-year, six-year, and seven-year, as shown below in the shaded area. The range for the number of available Surrender Charge Schedules is any whole number between and including 3 and 9 years, also shown below. If the Surrender Charge Schedule options for which a demonstration is not provided in the actuarial memorandum become available, we will submit a limited re-filing of the supporting actuarial material.</p> <p>Surrender Charge Schedules:</p> <table border="1" data-bbox="634 630 1803 1019"> <thead> <tr> <th><i>Year of Surrender</i></th> <th><i>3-Year SC*</i></th> <th><i>4-Year SC*</i></th> <th><i>5-Year SC*</i></th> <th><i>6-Year SC*</i></th> <th><i>7-Year SC*</i></th> <th><i>8-Year SC*</i></th> <th><i>9-Year SC*</i></th> </tr> </thead> <tbody> <tr><td>1</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td></tr> <tr><td>2</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td></tr> <tr><td>3</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td></tr> <tr><td>4</td><td>0%</td><td>6%</td><td>6%</td><td>6%</td><td>6%</td><td>6%</td><td>6%</td></tr> <tr><td>5</td><td></td><td>0%</td><td>5%</td><td>5%</td><td>5%</td><td>5%</td><td>5%</td></tr> <tr><td>6</td><td></td><td></td><td>0%</td><td>4%</td><td>4%</td><td>4%</td><td>4%</td></tr> <tr><td>7</td><td></td><td></td><td></td><td>0%</td><td>3%</td><td>3%</td><td>3%</td></tr> <tr><td>8</td><td></td><td></td><td></td><td></td><td>0%</td><td>2%</td><td>2%</td></tr> <tr><td>9</td><td></td><td></td><td></td><td></td><td></td><td>0%</td><td>1%</td></tr> <tr><td>10</td><td></td><td></td><td></td><td></td><td></td><td></td><td>0%</td></tr> </tbody> </table> <p>*SC stands for Surrender</p>	<i>Year of Surrender</i>	<i>3-Year SC*</i>	<i>4-Year SC*</i>	<i>5-Year SC*</i>	<i>6-Year SC*</i>	<i>7-Year SC*</i>	<i>8-Year SC*</i>	<i>9-Year SC*</i>	1	7%	7%	7%	7%	7%	7%	7%	2	7%	7%	7%	7%	7%	7%	7%	3	7%	7%	7%	7%	7%	7%	7%	4	0%	6%	6%	6%	6%	6%	6%	5		0%	5%	5%	5%	5%	5%	6			0%	4%	4%	4%	4%	7				0%	3%	3%	3%	8					0%	2%	2%	9						0%	1%	10							0%
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ANNUAL SURRENDER CHARGE FREE AMOUNT(S)	Policy Data Page	To facilitate changes to the Premium Payment Amount and the percentages used to determine the free amount. The range for the Premium Payment amount shown is any whole dollar amount between and including \$75,000 and unlimited. The range for the percentages is any whole number percentage or fraction thereof, between and including 5% and 30%. If the range changes, we will submit a limited re-filing with the Department.																																																																																								
INITIAL INTEREST RATE	Policy Data Page	To facilitate changes to the declared interest rate for the initial interest rate guarantee period. Initial Guaranteed Interest Rates are determined by weighing several important factors. The most important among these are 1) interest rates available to NYLIAC on suitable investments, 2) the interest rates offered by our competitors-primarily companies who have received ratings from the independent rating agencies similar to those received by our company, and 3) profitability.																																																																																								

GUARANTEED MINIMUM INTEREST RATE	Policy Data Page	To allow for flexibility in changing the Guaranteed Minimum Interest Rate (GMIR) rate for new issues only. The range for the rate is any whole number between and including 1% and 5%. Any change will be applicable only to new issues. Guaranteed Minimum Interest Rates (GMIRs) are determined by weighing several important factors. The most important among these are 1) the interest rates in effect at the time of contract issue as well as forecasted interest rates, 2) the GMIRs and interest rates offered by our competitors – primarily companies who have received ratings from the independent rating agencies similar to those received by our company, and 3) profitability. The GMIR is guaranteed for the lifetime of the contract.
NON-FORFEITURE RATE	Policy Data Page	To facilitate changes to the Non-forfeiture Rate. The Non-forfeiture Rate is equal to the lesser of: a) 3.00%; and b) a rate that is not less than 1.00% and determined by using the six-month average of the five-year Constant Maturity Treasury Rate reported by the Federal Reserve for December through May (for period beginning July 1) and June through November (for period beginning January 1), rounded to the nearest .05%, minus 1.25%.
RIDER(S) AND ENDORSEMENT(S) NAME	Policy Data Page	To allow for flexibility should the Corporation choose to list riders and/or endorsements that are approved for use with this policy and will be attached to each issued policy.
All other bracketed items are John Doe information.		

New York Life Insurance and Annuity Corporation (NYLIAC)
Statement of Variability
Application for Individual Deferred Fixed Annuities
Form: 210-502

The following comments describe the nature and scope of the variable material denoted with brackets on the application. When applicable, ranges and/or alternate text are provided. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Bracketed Information	Location	Explanation of Variability
EXECUTIVE OFFICE/HOME OFFICE ADDRESSES	Top of form	To allow for the flexibility of changing this information should the Corporation's Executive or Home Office location change.
ANNUITY COMMENCEMENT AGE	Top of form	To facilitate changes to comply with federal or state laws or regulations or to accommodate changes to the company's marketing and suitability standards.
PLAN TYPE AND NOTE	Section 3	To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans.
PRODUCT SELECTION/ MARKETING NAMES AND ABBREVIATIONS	Section 5	To allow for the flexibility of adding subsequent product(s)/ features and marketing names (and their abbreviations) that may be filed and approved for which we would use this application for solicitation purposes. Also, for removal of product(s) and feature(s) that we discontinue soliciting. This application includes a placeholder for the marketing name "New York Life Select Rate Fixed Annuity" since it has not been finalized.
INITIAL INTEREST RATE GUARANTEE PERIOD	Section 5	To allow for the flexibility of adding and/or removing available options. The range for the number of available Initial Interest Rate Guarantee Period options is any whole number between and including 1–7. The range for <i>a particular</i> option is any whole number between and including 3 – 9 years. If the range for the Initial Interest Rate Guarantee Periods change, we will submit a limited informational filing.
NEW YORK LIFE SELECT RATE FIXED ANNUITY INITIAL INTEREST RATE GUARANTEE PERIOD AND SURRENDER CHARGE PERIOD	Section 5	To allow for the flexibility of adding and/or removing available options. The range for the number of available options is any whole number between and including 1–7. The range for <i>a particular</i> option is any whole number between and including 3 – 9 years. Subject to the department's approval, if the options, for which a demonstration is not provided in the actuarial memorandum become available, we will submit a limited re-filing of the supporting actuarial material.

PREMIUM AMOUNT	Section 6	To allow for the flexibility of changing the Premium Amount. The amount displayed is the Premium Amount used to purchase the policy. Initially, the minimum single premium the Corporation will accept is \$5,000. The Premium Payment range is between and including \$5,000 – unlimited. Premium Payments of \$1,000,000 or more are subject to prior approval by NYLIAC.
OPTIONAL RIDER(S)	Section 7	To facilitate adding or removing rider information when new riders are approved by your Department for use with this product, and when existing approved riders are withdrawn from use either by the company or as required by state law.

All other bracketed items are John Doe information.

New York Life Insurance and Annuity Corporation (NYLIAC)
Statement of Variability
Application for Individual Deferred Fixed Annuity
Form: 210-503

The following comments describe the nature and scope of the variable material denoted with brackets on the application. When applicable, ranges and/or alternate text are provided. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Bracketed Information	Location	Explanation of Variability
PRODUCT MARKETING NAME	Top of Form	To allow for the flexibility of adding and/or changing the marketing name. The application includes a placeholder for the marketing name since it has not been finalized.
EXECUTIVE OFFICE/HOME OFFICE ADDRESSES	Top of form	To allow for the flexibility of changing this information should the Corporation's Executive or Home Office location change.
ANNUITY COMMENCEMENT AGE	Top of form	To facilitate changes to comply with federal or state laws or regulations or to accommodate changes to the company's marketing and suitability standards.
PREMIUM AMOUNT	Section 3	To allow for the flexibility of changing the Premium Amount. The amount displayed is the Premium Amount used to purchase the policy. Initially, the minimum single premium the Corporation will accept is \$5,000. The Premium Payment range is between and including \$5,000 – unlimited. Premium Payments of \$1,000,000 or more are subject to prior approval by NYLIAC.
INITIAL INTEREST RATE GUARANTEE PERIOD AND SURRENDER CHARGE PERIOD	Section 4	To allow for the flexibility of adding and/or removing available options. The range for the number of available options is any whole number between and including 1–7. The range for <i>a particular</i> option is any whole number between and including 3 – 9 years. Subject to the department's approval, if the options for which a demonstration is not provided in the actuarial memorandum become available, we will submit a limited re-filing of supporting actuarial material.
PLAN TYPE AND NOTE	Section 6	To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans.
OPTIONAL RIDER(S)	Section 7	To facilitate adding or removing rider information when new riders are approved for use with this product, and when existing approved riders are withdrawn from use either by the company or as required by state law.

All other bracketed items are John Doe information.

New York Life Insurance and Annuity Corporation (NYLIAC)
Statement of Variability
Application for Individual Deferred Fixed Annuity
Form: 210-504

The following comments describe the nature and scope of the variable material denoted with brackets on the application. When applicable, ranges and/or alternate text are provided. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Bracketed Information	Location	Explanation of Variability
PRODUCT MARKETING NAME	Top of Form	To allow for the flexibility of adding and/or changing the marketing name. The application includes a placeholder for the marketing name since it has not been finalized.
EXECUTIVE OFFICE/HOME OFFICE ADDRESSES	Top of form	To allow for the flexibility of changing this information should the Corporation's Executive or Home Office location change.
ANNUITY COMMENCEMENT AGE	Top of form	To facilitate changes to comply with federal or state laws or regulations or to accommodate changes to the company's marketing and suitability standards.
PREMIUM AMOUNT	Section 3	To allow for the flexibility of changing the Premium Amount. The amount displayed is the Premium Amount used to purchase the policy. Initially, the minimum single premium the Corporation will accept is \$5,000. The Premium Payment range is between and including \$5,000 – unlimited. Premium Payments of \$1,000,000 or more are subject to prior approval by NYLIAC.
INITIAL INTEREST RATE GUARANTEE PERIOD AND SURRENDER CHARGE PERIOD	Section 4	To allow for the flexibility of adding and/or removing available options. The range for the number of available options is any whole number between and including 1–7. The range for <i>a particular</i> option is any whole number between and including 3 – 9 years. Subject to the department's approval, if the options for which a demonstration is not provided in the actuarial memorandum become available, we will submit a limited re-filing of supporting actuarial material.
PLAN TYPE AND NOTE	Section 6	To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans.
OPTIONAL RIDER(S)	Section 7	To facilitate adding or removing rider information when new riders are approved for use with this product, and when existing approved riders are withdrawn from use either by the company or as required by state law.

All other bracketed items are John Doe information.

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
Unisex Endorsement
Form Number: 6225-10**

The following comments describe the nature and scope of the variable material denoted with brackets on the Endorsement. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Officer Signatures and or Title: The signatures and titles are those in effect at the time of this form filing and over time may change. The information is bracketed to allow for flexibility in changing the officer's signature(s) and title(s).

SERFF Tracking Number: NYLA-126514958 State: Arkansas
 Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 45112
 Company Tracking Number: 210-192
 TOI: A02I Individual Annuities- Deferred Non-Variable Sub-TOI: A02I.003 Single Premium
 Product Name: New York Life Fixed Rationalization
 Project Name/Number: New York Life Fixed Rationalization/210-192

Superseded Schedule Items

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

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
03/05/2010	Form	Single Premium Deferred Fixed Annuity	03/09/2010	Policy-210-192.pdf (Superseded)
03/05/2010	Form	Single Premium Deferred Fixed Annuity	03/09/2010	Policy-210-193.pdf (Superseded)
03/05/2010	Form	Single Premium Deferred Fixed Annuity	03/09/2010	Policy-210-194.pdf (Superseded)

[Annuitant - - John Doe]
[Policy Number - - 00 000 000]
[Policy Date - - April 1, 2010]

New York Life Insurance and Annuity Corporation

(A Delaware Corporation)

Home Office
[200 Continental Drive, Suite 306]
[Newark, DE 19713]

Executive Office
[51 Madison Avenue]
[New York, NY 10010]

THE CORPORATION New York Life Insurance and Annuity Corporation (NYLIAC), a stock company incorporated in Delaware, will pay the benefits of this Single Premium Deferred Fixed Annuity (the "Policy") in accordance with its provisions. The following pages are also a part of this Policy.

ANNUITY BENEFIT On the Annuity Commencement Date, the Accumulation Value will be applied to provide periodic Income Payments, as stated in the Annuity Benefit section.

DEATH BENEFIT If you die before the Annuity Commencement Date, we will pay death benefit proceeds to the Beneficiary upon our receipt of Proof of Death and all claim information.

RIGHT TO RETURN POLICY Please examine this Policy. Within 10 days (or longer if required by state law) after delivery, you can return it to the Corporation or to the agent through whom it was purchased, with a written request for a full refund of the premium. Upon receipt of this request, the Policy will be void from the start, and a full premium refund will be made.

REPORT TO OWNER At least once each Policy Year, New York Life Insurance and Annuity Corporation will provide a report in connection with this Policy. The report will tell you how much Accumulation Value there is as of the end of the reporting period. It will also give the Owner any other facts required by state law or regulations.

The Issue Date is shown on the Policy Data Page.

IF YOU HAVE QUESTIONS OR CONCERNS ABOUT YOUR POLICY, PLEASE CALL US AT [1-800-695-9873].


President


Secretary

[New York Life Select Term Fixed Annuity]

Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

This policy will not become effective unless it is delivered to the Owner while the Owner and Annuitant are living. Read This Policy Carefully. It is a legal contract between the Owner and the Corporation.

New York Life Insurance and Annuity Corporation

Home Office
[200 Continental Drive Suite 306]
[Newark, DE 19713]

Executive Office
[51 Madison Avenue]
[New York, NY 10010]

POLICY DATA PAGE

Annuitant -- [John Doe] AGE: [35] [MALE]
Policy Number -- [00 000 000]
Policy Date -- [April 1, 2010]
Owner -- [The Annuitant]
Plan -- [Non-Qualified]

Premium Payment: \$[5,000.00]
Initial Interest Rate Guarantee Period Ending On: [March 31, 2015]

ANNUITY COMMENCEMENT DATE: [April 1, 2065]

SURRENDER CHARGES:

a) **SURRENDER CHARGE SCHEDULE**

POLICY YEAR	PERCENTAGE	POLICY YEAR	PERCENTAGE
[1	8%	4	5%
2	7%	5	4%
3	6%	6	0%

b) **ANNUAL SURRENDER CHARGE FREE AMOUNT(S)**

Surrender Charges Are Applied as Follows:

If the Premium Payment is less than [\$100,000], the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greater of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year [ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges.

If the Premium Payment is [\$100,000] or more, the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greatest of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year [ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or C) that portion of the Accumulation Value that exceeds the Premium Payment made to this Policy.

Initial Interest Rate: [2.0%] (Effective annual yield)
Guaranteed Minimum Interest Rate: [1.5%] (Effective annual yield)
Nonforfeiture Rate: [1.2%]
Minimum Partial Withdrawal Amount: \$100.00

Minimum Accumulation Value that must be maintained in the Policy after a Partial Withdrawal: \$2,000.00

ENHANCED DEATH BENEFIT:

Maximum Enhanced Death Benefit Rate: 100% of Adjusted Premium Payment
Guaranteed Enhanced Death Benefit Rate: 40% of Adjusted Accumulation Value

ISSUE DATE: [April 2, 2010]

Specimen

We & You

In this Policy, the words “we,” “us,” “our,” “Corporation,” and “NYLIAC” refer to New York Life Insurance and Annuity Corporation and the words “you” and “your” refer to the Owner of this Policy.

When you write to us, please include the Policy number, your full name, and your current address.

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RIDERS AND ENDORSEMENTS (if any) Attached to the Policy

Specimen

DEFINITIONS

These terms are capitalized when used throughout this Policy.

ACCUMULATION VALUE: The Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. This value will never be less than the Nonforfeiture Value.

AGE: A person's age attained at his or her last birthday.

ANNUITANT: The individual whose life will determine the Income Payments.

ANNUITY COMMENCEMENT DATE: The date on which the first Income Payment under this Policy will be made. This date may not be earlier than the first Policy Anniversary.

BENEFICIARY: The person(s) or entity(ies) having the right to receive the death benefit as set forth in this Policy and who is the "designated Beneficiary" for purposes of Section 72 of the Internal Revenue Code.

GUARANTEED CASH SURRENDER VALUE: The Guaranteed Cash Surrender Value is equal to the greatest of:

- a) the Accumulation Value, based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate as shown on the Policy Data Page, less any Surrender Charges that may apply; or
- b) the Nonforfeiture Value; or
- c) the Premium Payment, reduced by any previous Partial Withdrawals.

INCOME PAYMENTS: Periodic payments NYLIAC makes to the Payee, generally after the Annuity Commencement Date.

INTEREST RATE GUARANTEE PERIOD: The period during which the declared interest rate is guaranteed not to change.

ISSUE DATE: The date this Policy is produced for delivery.

NYLIAC: ("Corporation, We, Our, Us") New York Life Insurance and Annuity Corporation, which is a wholly-owned Delaware subsidiary of New York Life Insurance Company.

NONFORFEITURE RATE: The Nonforfeiture Rate, as shown on the Policy Data Page, is equal to the lesser of:

- a) 3.00%; and
- b) a rate that is not less than 1.00% and determined by using the six-month average of the five-year Constant Maturity Treasury Rate reported by the Federal Reserve for December through May (for period beginning July 1) and June through November (for period beginning January 1), rounded to the nearest .05%, minus 1.25%.

NONFORFEITURE VALUE: The Nonforfeiture Value is equal to 87.50% of the Premium Payment accumulated at the Nonforfeiture Rate since the Policy Date, minus any amounts withdrawn, accumulated at the Nonforfeiture Rate since the date of withdrawal.

NON-QUALIFIED PLAN: A retirement program, which is funded by after-tax contributions.

OWNER: ("you, your") The person(s) or entity(ies) designated as the Owner of this Policy or as subsequently changed, and upon whose death prior to the Annuity Commencement Date benefits under the Policy may be paid. If NYLIAC issues a jointly owned Policy, ownership rights and privileges under this Policy must be exercised jointly and death benefits payable under this Policy before the Annuity Commencement Date will be paid upon the death of any joint Owner.

PARTIAL WITHDRAWAL: Any part of the Accumulation Value paid to you, at your request, in accordance with the terms of this Policy.

PAYEE: The recipient(s) designated to receive the Income Payments under this Policy. The Owner of this Policy is the Payee, unless we agree to some other Payee.

PAYMENT DATE: The date on which a Premium Payment is received at our Executive Office or at a service office, unless it is received on a day that is not a business day for us. In that case, the Payment Date will be our next business day.

POLICY ANNIVERSARY: An anniversary of the Policy Date displayed on the Policy Data Page.

POLICY DATA PAGE: Page 2 of the Policy, containing the Policy specifications.

POLICY DATE: The date the Policy is executed and from which Policy Years, Policy months and Policy Anniversaries are measured. It is shown on the Policy Data Page.

POLICY YEAR: A year starting on the Policy Date as shown on the Policy Data Page. Subsequent Policy Years begin on each Policy Anniversary.

PREMIUM PAYMENT: The amount paid to the Corporation as consideration for the benefits provided by this Policy.

PROOF OF DEATH: Evidence that death has occurred, including at least one of the following: a certified copy of the death certificate, an attending physician's statement, a finding from a court of competent jurisdiction or any other proof that is acceptable to us.

QUALIFIED PLAN: A retirement plan under the Internal Revenue Code of 1986, as amended, including Sections 401(a), 403(b), 408, 408(A) and 457(b).

REQUIRED MINIMUM DISTRIBUTION (RMD)

AUTOMATED OPTION: The calculation and automatic processing of the Required Minimum Distribution (RMD) under certain Qualified Plans pursuant to IRC Section 401(a)(9) on a scheduled interval (monthly, quarterly, semi-annually, or annually). RMD is the minimum amount that the IRS requires the owners of certain Qualified Plans to withdraw each year generally beginning no later than April 1 of the calendar year following the calendar year in which the Owner attains age 70½.

SURRENDER CHARGE: An amount charged by the Corporation during the Surrender Charge period as shown under the Surrender Charge schedule on the Policy Data Page, and occurring when a Partial Withdrawal of the Accumulation Value is made or when the Policy is surrendered for its Accumulation Value.

SECTION ONE - ANNUITY BENEFIT

1.1 When Will Income Payments Begin?

Beginning on the Annuity Commencement Date shown on the Policy Data Page or as changed in accordance with Section 1.2, provided this Policy is in force on that date, we will make Income Payments to the Payee each month. However, once Income Payments begin, the Income Payment option may not be changed. If the Accumulation Value of this Policy is an amount that would provide Income Payments of less than \$20 a month on the Annuity Commencement Date, we will pay you the Accumulation Value in a single sum.

1.2 May The Annuity Commencement Date Be Changed?

If we agree, the Annuity Commencement Date shown on the Policy Data Page may be changed to an earlier date not before the first Policy Anniversary or deferred to a later date. If you wish to change the date, you must notify us in writing at least one month before the Annuity Commencement Date. The Annuitant's Age on the Annuity Commencement Date may not be greater than the Age as required by the laws of the state in which this Policy was issued.

1.3 How Are Income Payment Amounts Determined?

We will determine the amount of each monthly Income Payment on the Annuity Commencement Date. We do this by applying the total Accumulation Value of the Policy, less any state premium tax that may be payable as provided in Section 5.6, to the Income Payment rate in effect on the Annuity Commencement Date. Income Payment rates are based on the adjusted Age and sex of the Annuitant. To find the adjusted Age in the year the first payment is due, we decrease the Annuitant's Age at that time according to the following table:

2010	2011-2019	2020-2028	2029-2038	2039&later
+1	0	-1	-2	-3

The amount of each monthly Income Payment will not be less than an amount based on the corresponding rate shown in the Life Income – Guaranteed Period Payment Table. These minimum amounts are ten-year certain and life amounts based on the Annuity 2000 Mortality Table with Projection Scale G applied for fifteen years static and generationally thereafter, and with interest compounded each year at one and one half percent (1.5%).

When asked, we will state in writing what the minimum amount of each monthly Income Payment would be under this provision.

LIFE INCOME-GUARANTEED PERIOD PAYMENT TABLE

Minimum Monthly Payment per \$1,000 of Proceeds					
Adjusted			Adjusted		
Age	Male	Female	Age	Male	Female
60	\$3.64	\$3.33	76	\$5.92	\$5.47
61	3.74	3.41	77	6.11	5.67
62	3.85	3.50	78	6.30	5.88
63	3.96	3.60	79	6.50	6.09
64	4.07	3.70	80	6.69	6.31
65	4.19	3.81	81	6.89	6.53
66	4.32	3.92	82	7.08	6.74
67	4.46	4.04	83	7.26	6.96
68	4.60	4.17	84	7.45	7.17
69	4.74	4.30	85	7.62	7.38
70	4.89	4.44	86	7.79	7.58
71	5.05	4.59	87	7.95	7.77
72	5.22	4.75	88	8.10	7.94
73	5.38	4.92	89	8.24	8.11
74	5.56	5.10	90	8.38	8.26
75	5.74	5.28			

1.4 How Are Income Payments Made?

We may require proof of the Annuitant's birth date before Income Payments begin. Under the Life Income-Guaranteed Period option, we will make equal payments to the Payee each month during the lifetime of the Annuitant. Income Payments do not change and are guaranteed for a period of 10 years (120 monthly payments) even if the Annuitant dies sooner. We may require proof of the Annuitant's survival as a condition for Income Payments beyond the guaranteed period.

1.5 Are There Other Methods Of Income Payments?

If we agree, you may elect, on or before the Annuity Commencement Date, to have the Accumulation Value placed under some other Income Payment option.

SECTION TWO - OWNER, ANNUITANT, BENEFICIARY

2.1 What Are The Rights Of Ownership?

As the Owner of this Policy, you have the right to name a new Owner or assign your interest in this Policy (Non-Qualified Plan policies only), change a revocable Beneficiary, receive Income Payments and name a Payee to receive Income Payments. You cannot lose these rights. If this Policy is jointly owned, these rights must be exercised jointly. To exercise these rights, you do not need the consent of the Annuitant or any revocable Beneficiary. However, all rights of ownership end at your death.

2.2 May The Owner Be Different From The Annuitant?

The Owner of this Policy may be different from the Annuitant, but unless it is indicated on the Policy Data Page or ownership is subsequently changed, you are the Annuitant and the Owner of this Policy. However, the Annuitant and Owner must generally be the same individual for Policies issued in connection with Qualified Plans.

2.3 How Do You Change The Owner Of This Policy?

If this Policy is issued as a Non-Qualified Plan Policy, you may change the Owner of this Policy, from yourself to a new Owner, by providing us with a notice you sign which gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. When this change takes effect, all rights of ownership in this Policy will pass to the new Owner. Changing the Owner of this Policy does not change the Annuitant or any Beneficiary.

A change in ownership may have adverse tax consequences to you; please consult with your tax advisor.

2.4 May More Than One Beneficiary Be Named?

You may name more than one Beneficiary. Multiple Beneficiaries may be classified as primary (or first class), contingent (or second class), and so on. If two or more Beneficiaries are named in a class, their shares in any amount payable may be stated. Any amount payable will be paid to any Beneficiary classified as primary who survives you. If no Beneficiary classified as primary survives you, payment will be made to any surviving Beneficiary in the next class, and so on. Those Beneficiaries who survive in the same class have an equal share in any amount payable to the extent possible, unless the shares are stated otherwise.

2.5 How Do You Change A Beneficiary Of This Policy?

During your lifetime, you may change a revocable Beneficiary, by providing us with a notice you sign which gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. If a Beneficiary has been irrevocably designated, the Beneficiary may only be changed with such Beneficiary's signed consent.

2.6 What Happens If The Annuitant Dies Before The Annuity Commencement Date?

If the Annuitant is not the Owner and the Annuitant dies before the Annuity Commencement Date, when we receive Proof of Death, you will become the Annuitant of this Policy. If this Policy is jointly owned, the first Owner named will become the Annuitant. However, if the Owner is not a natural person, upon the death of the Annuitant, we will pay the death benefit to the Beneficiary(ies) as provided in Section 2.11. For this purpose, if the Owner is a grantor trust for federal income tax purposes and the grantor(s) is a natural person, the Policy will be treated as owned by a natural person. In this case, upon the death of the Annuitant, the first named living grantor will become the new Annuitant. The death benefit is an amount equal to the Accumulation Value of this Policy as of the date of the Annuitant's or grantor's death, as applicable. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11.

2.7 What Happens If The Annuitant Dies After The Annuity Commencement Date?

If the Annuitant dies after the Annuity Commencement Date, but before the end of the guaranteed period of the Income Payments, we will then make the Income Payments to the Beneficiary for the remainder of the Income Payment period, even if the Payee is alive. If the Annuitant dies after the end of the guaranteed period of the Income Payments, no amount will be payable to the Payee or any Beneficiary.

2.8 What Happens If You Die Before The Annuity Commencement Date?

If you die before the Annuity Commencement Date, when we receive Proof of Death, we will pay the Beneficiary(ies) the death benefit, which is an amount equal to the Accumulation Value of this Policy as of the date of death. If this Policy is jointly owned, this provision will apply at the death of either Owner. If the Owner is a grantor trust and a grantor is a natural person, we will pay the death benefit

upon the death of a grantor. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11. However, if your surviving spouse is the sole primary Beneficiary, your spouse may elect, in writing, to become the new Owner of this Policy, as provided in Section 2.14, subject to certain Qualified Plan limitations. If the Owner is not a natural person or is a grantor trust, see Section 2.6.

2.9 What Happens If You Die After The Annuity Commencement Date?

Unless you provide otherwise, if you die after the Annuity Commencement Date and before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period. If this Policy is jointly owned, the surviving Owner will become the sole Owner, and Income Payments will be made to the surviving Owner for the remainder of the Income Payment period. If the surviving Owner dies before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period.

2.10 When Will We Process A Request For Payment Of The Death Benefit?

Claim information must be submitted for each Beneficiary. Upon receiving Proof of Death and all claim information from a Beneficiary, we will pay to that Beneficiary his/her share of any amount of the death benefit. These proceeds bear interest computed daily from the date of death to the date of payment. We set the interest rate each year. This rate will not be less than the rate required by law.

2.11 Does A Beneficiary Have To Accept The Death Benefit Of This Policy At Your Death?

Full payment of the death benefit will be made to the Beneficiary within five (5) years after the date of your death. However, at your death, your Beneficiary is not required to accept the death benefit of this Policy in a single sum, if you (while you are living) or the Beneficiary (after your death) choose in a signed notice to have all or part of this payment placed under a settlement alternative that we may have available for the Beneficiary. Payment under an elected income or guaranteed life income settlement alternative must be for the life of the Beneficiary or

for a number of years that is not more than the life expectancy (as determined for federal tax purposes) of the Beneficiary at the time of your death, and payment must begin within one year after your death.

2.12 What Happens If A Beneficiary Who Is Receiving Income Payments Dies?

During the guaranteed period of Income Payments, if a Beneficiary who is receiving Income Payments dies, each remaining Income Payment will be paid to those Beneficiaries in the same class who are alive when that Income Payment becomes due. If a last Beneficiary in a class to receive Income Payments dies, each remaining Income Payment will be paid to those in the next class who are alive when that Income Payment becomes due, and so on. If no Beneficiary for any amount payable or for a stated share is alive, the present value of any remaining Income Payments is paid to the estate of the Beneficiary who dies last. The present value of any remaining Income Payments is always less than the total of those Income Payments. No amount will be payable to any Beneficiary after the end of the guaranteed period of Income Payments.

2.13 What Happens If No Beneficiary Survives You?

If no Beneficiary for any amount payable or for a stated share survives you, the right to this amount or this share will pass to your estate. Payment of the proceeds will be made in a single sum to your estate. If any Beneficiary dies at the same time as you, or within fifteen (15) days after your death, but before we receive your Proof of Death and all claim information, we will pay any amount payable as though the Beneficiary died first.

2.14 What Happens If Your Spouse Is The Beneficiary?

If your spouse is the sole primary Beneficiary and you die before the Annuity Commencement Date, this Policy may be continued with your spouse as the new Owner. If you are also the Annuitant, your spouse will become the new Annuitant. If your spouse chooses to continue the Policy, no death benefit proceeds will be paid as a consequence of your death.

SECTION THREE - PREMIUM PAYMENTS

3.1 What Is The Premium Payment?

An amount paid to the Corporation as consideration for the benefits provided by this Policy. The Premium Payment for this Policy is shown on the Policy Data Page. This payment must be made while the Owner and Annuitant are living.

3.2 Can Additional Premium Payments Be Made?

Generally, additional Premium Payments are not allowed for this Policy.

3.3 When Is A Premium Payment Credited To The Policy?

A Premium Payment will be credited to the Policy as of the Payment Date.

SECTION FOUR - ACCUMULATION VALUE

4.1 How Is The Interest Credited To This Policy?

The initial Interest Rate Guarantee Period starts on the Policy Date and ends at the close of the initial Interest Rate Guarantee Period as shown on the Policy Data Page. The initial interest rate will be the rate that we declare in advance and is in effect for the initial Interest Rate Guarantee Period. Each guarantee period thereafter will be for a one-year period and the interest rate will be the rate that we declare in advance each year on the Policy Anniversary. Interest is compounded daily at an effective annual yield. We credit interest to this Policy daily. The rate credited will never be less

than the guaranteed minimum interest rate as described on the Policy Data Page.

4.2 How Is The Accumulation Value Calculated?

On any day, on or before the Annuity Commencement Date, the Accumulation Value of this Policy is defined as the Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. The instances in which Surrender Charges will be assessed are explained in Section Five. Upon your request, we will inform you of the amount of Accumulation Value in this Policy.

SECTION FIVE - WITHDRAWALS, CHARGES, DEDUCTIONS

5.1 Can You Make Partial Withdrawals From This Policy?

Provided this Policy has sufficient Accumulation Value, as shown on the Policy Data Page, you may request a Partial Withdrawal. The minimum amount you may withdraw is also shown on the Policy Data Page. If the amount of the Partial Withdrawal requested, together with any Surrender Charge that may apply, exceeds the Accumulation Value, we will pay you the Accumulation Value less any applicable Surrender Charge. We must receive your written request for a Partial Withdrawal at least thirty (30) days before the Annuity Commencement Date.

each time a Partial Withdrawal is made, or when the Policy is surrendered for its Accumulation Value. The Surrender Charge, if any, will be a percentage, as shown on the Policy Data Page, of the amount of the Accumulation Value withdrawn or surrendered. The Surrender Charge will apply only if the amount withdrawn or surrendered exceeds the amount described under the Annual Surrender Charge Free Amount(s) section on the Policy Data Page.

5.2 Can You Surrender This Policy?

You may surrender the Policy at any time before the Annuity Commencement Date for the Accumulation Value less any Surrender Charges that may apply. In no event will you receive less than the Guaranteed Cash Surrender Value.

5.5 Are Surrender Charges Ever Waived?

Surrender Charges will be waived:

- a) when proceeds are paid on the death of the Owner, or of the Annuitant if the Owner is not a natural person; or
- b) for any Required Minimum Distribution (RMD), as calculated by us, from the Accumulation Value of this Policy withdrawn under the RMD Automated option. However, if, in addition to any RMD withdrawals, Partial Withdrawals are made from this Policy during a Policy Year, all such withdrawals will be combined and a Surrender Charge will apply to that portion of the withdrawals that exceeds the greater of the calculated RMD amount, and the amount as explained in Section 5.4 and on the Policy Data Page; or
- c) on amounts placed under the Life Income - Guaranteed Period option; or
- d) under conditions specified in any riders or endorsements attached to and made a part of this Policy; or
- e) upon surrender of the Policy or on Partial Withdrawals to the extent that the amount of the Surrender Charge, if any, exceeds the interest credited to the Policy; or
- f) if we terminate this Policy as explained in Section 5.7.

5.3 May We Defer A Partial Withdrawal Or Surrender Payment?

When not prohibited by the laws of the state in which this Policy is issued, we may defer payment of any Partial Withdrawal or surrender payment request for up to six (6) months from the Partial Withdrawal or surrender request date after making a written request and receiving written approval from the insurance commissioner of the state in which this Policy is issued. Interest will be paid on any amount deferred for thirty (30) days or more. If payments are deferred, we will pay interest at the rate specified by the Insurance Department of the state where your Policy was issued, from the time of the Partial Withdrawal or surrender request. This rate will be at least three percent (3.0%) per year.

5.4 Are Surrender Charges Applied To This Policy?

During the Surrender Charge period, as shown under the Surrender Charge schedule on the Policy Data Page, a Surrender Charge may be applied

5.6 Are State Premium Taxes Deducted From Your Policy?

If we are required by state law to pay state premium taxes for your Policy, the amount of the state premium tax will be deducted from the Accumulation Value of your Policy on the earliest of:

- a) the date the Policy is surrendered; or
- b) the Annuity Commencement Date, before the Accumulation Value is placed under an Income Payment option; or
- c) the date we terminate this Policy in accordance with Section 5.7.

However, the amount of the state premium tax will not be deducted from the Accumulation Value, if the Accumulation Value is paid as a death benefit.

5.7 May The Corporation Terminate This Policy?

It may happen that a requested Partial Withdrawal together with any Surrender Charges would reduce the Accumulation Value to an amount that would provide Income Payments of less than \$20 a month on the Annuity Commencement Date. If so, we have the right, subject to any applicable state law or regulation, to terminate this Policy and pay you the Accumulation Value in a single sum.

SECTION SIX - GENERAL PROVISIONS

6.1 What Constitutes The Entire Contract?

The entire contract consists of this Policy, any attached riders and endorsements, and a copy of the application, if attached. Only our Chairman, President, Secretary, or one of our Executive Officers may change the contract, when not prohibited by the laws of the state in which this Policy is issued, and then only in writing. No change will be made in the contract unless you agree. No Agent is authorized to change this contract or to waive any provisions of this contract.

6.2 How Important Is The Information You Provided For This Policy?

In issuing this Policy, we have relied on the information you provided. If you signed an application, such information includes 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 such statement will be used by us to contest this Policy unless that statement is a material misrepresentation.

6.3 Will We Be Able To Contest This Policy?

We will not contest this Policy after the Policy has been in force, while you are living, for two (2) years from the Issue Date. If no application was signed, this Policy will not be contested on the basis of any information that would generally be contained in an application.

6.4 How Are The Dates Referred To In This Policy Measured?

Policy Years, months, and anniversaries are measured from the Policy Date, except where otherwise indicated.

6.5 How Is A Person's Age Calculated For The Purpose Of This Policy?

In this Policy when we refer to a person's Age on any date, we mean his or her Age attained at his or her last birthday.

6.6 What Happens If In This Policy A Person's Age Or Sex Is Stated Incorrectly?

If a date on the Policy Data Page is based on an Age that is not correct, we may change the date to reflect the correct Age. If the Age or sex of the Annuitant is not correct as stated, any amount payable under this Policy will be adjusted to what the premiums paid would have purchased at the correct Age and sex. If Income Payments were made based on the incorrect Age or sex, we will increase or reduce a later payment or payments to adjust for the error. Any adjustment will include interest, at three percent (3.0%) per year, credited or charged as applicable, from the date of the incorrect payment to the date the adjustment is made.

6.7 May You Assign This Policy?

During your lifetime, you may assign your interest in this Policy (Non-Qualified Plan policies only). If you do this, your interest, and the interest of any Beneficiary, is subject to that of the assignee. As Owner, you retain any rights of ownership that have not been assigned.

An assignment or transfer may have adverse tax consequences to you; please consult with your tax advisor.

6.8 How Do You Assign This Policy?

You must provide us with a copy of any assignment of this Policy. We will not be responsible for the validity of any assignment. Any assignment, unless otherwise specified in the assignment by you, shall take effect as of the date the assignment is signed, subject to any payment we make or other action we took before receipt of the assignment.

6.9 May The Assignee Change The Owner, Annuitant, Or Beneficiary?

An assignee may not change the Owner, the Annuitant, or the Beneficiary. The assignee may not elect an alternate Income Payment option. Any amount payable to the assignee will be paid in a single sum.

6.10 Are The Payments Made Under This Policy Protected Against Creditors?

Except as stated in Section 6.7, payments we make under this Policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditors.

6.11 How Should A Premium Payment For This Policy Be Made?

Any Premium Payment made to us by check or money order must be payable to New York Life Insurance and Annuity Corporation or NYLIAC. Upon request, we will give you a receipt, signed by our Agent, for any premium paid to us.

6.12 How Is The Guaranteed Accumulation Value Calculated?

The guaranteed Accumulation Value in this Policy is based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate, as shown on the Policy Data Page. This value will never be less than the Nonforfeiture Value.

6.13 Is This Policy Subject To Conformity With Any Law?

This Policy is subject to all laws that apply. Any paid-up annuity, cash surrender or death benefits available under this Policy are not less than the minimum benefits required by any regulation or statute of the state in which this Policy is issued.

6.14 Are Dividends Payable Under This Policy?

This is a non-participating Policy. Therefore, no dividends are payable.

New York Life Insurance and Annuity Corporation

A Stock Company Incorporated in Delaware

Home Office – [200 Continental Drive Suite 306
Newark, DE 19713]

Executive Office – [51 Madison Avenue
New York, NY 10010]

Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

Specimen

[Annuitant - - John Doe]
[Policy Number - - 00 000 000]
[Policy Date - - April 1, 2010]

New York Life Insurance and Annuity Corporation

(A Delaware Corporation)

Home Office
[200 Continental Drive, Suite 306]
[Newark, DE 19713]

Executive Office
[51 Madison Avenue]
[New York, NY 10010]

THE CORPORATION New York Life Insurance and Annuity Corporation (NYLIAC), a stock company incorporated in Delaware, will pay the benefits of this Single Premium Deferred Fixed Annuity (the "Policy") in accordance with its provisions. The following pages are also a part of this Policy.

ANNUITY BENEFIT On the Annuity Commencement Date, the Accumulation Value will be applied to provide periodic Income Payments, as stated in the Annuity Benefit section.

DEATH BENEFIT If you die before the Annuity Commencement Date, we will pay death benefit proceeds to the Beneficiary upon our receipt of Proof of Death and all claim information.

RIGHT TO RETURN POLICY Please examine this Policy. Within 10 days (or longer if required by state law) after delivery, you can return it to the Corporation or to the agent through whom it was purchased, with a written request for a full refund of the premium. Upon receipt of this request, the Policy will be void from the start, and a full premium refund will be made.

REPORT TO OWNER At least once each Policy Year, New York Life Insurance and Annuity Corporation will provide a report in connection with this Policy. The report will tell you how much Accumulation Value there is as of the end of the reporting period. It will also give the Owner any other facts required by state law or regulations.

The Issue Date is shown on the Policy Data Page.

IF YOU HAVE QUESTIONS OR CONCERNS ABOUT YOUR POLICY, PLEASE CALL US AT [1-800-762-6212].


President


Secretary

[New York Life Select Term Fixed Annuity]

Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

This policy will not become effective unless it is delivered to the Owner while the Owner and Annuitant are living. Read This Policy Carefully. It is a legal contract between the Owner and the Corporation.

New York Life Insurance and Annuity Corporation

Home Office
[200 Continental Drive Suite 306]
[Newark, DE 19713]

Executive Office
[51 Madison Avenue]
[New York, NY 10010]

POLICY DATA PAGE

Annuitant -- [John Doe] AGE: [35] [MALE]
Policy Number -- [00 000 000]
Policy Date -- [April 1, 2010]
Owner -- [The Annuitant]
Plan -- [Non-Qualified]

Premium Payment: \$[5,000.00]
Initial Interest Rate Guarantee Period Ending On: [March 31, 2015]

ANNUITY COMMENCEMENT DATE: [April 1, 2065]

SURRENDER CHARGES:

a) **SURRENDER CHARGE SCHEDULE**

POLICY YEAR	PERCENTAGE	POLICY YEAR	PERCENTAGE
[1	8%	4	5%
2	7%	5	4%
3	6%	6	0%

b) **ANNUAL SURRENDER CHARGE FREE AMOUNT(S)**

Surrender Charges Are Applied as Follows:

If the Premium Payment is less than [\$100,000], the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greater of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year [ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges.

If the Premium Payment is [\$100,000] or more, the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greatest of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year [ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or C) that portion of the Accumulation Value that exceeds the Premium Payment made to this Policy.

Initial Interest Rate: [2.0%] (Effective annual yield)
Guaranteed Minimum Interest Rate: [1.5%] (Effective annual yield)
Nonforfeiture Rate: [1.2%]
Minimum Partial Withdrawal Amount: \$100.00

Minimum Accumulation Value that must be maintained in the Policy after a Partial Withdrawal: \$2,000.00

ENHANCED DEATH BENEFIT:

Maximum Enhanced Death Benefit Rate: 100% of Adjusted Premium Payment
Guaranteed Enhanced Death Benefit Rate: 40% of Adjusted Accumulation Value

ISSUE DATE: [April 2, 2010]

Specimen

We & You

In this Policy, the words “we,” “us,” “our,” “Corporation,” and “NYLIAC” refer to New York Life Insurance and Annuity Corporation and the words “you” and “your” refer to the Owner of this Policy.

When you write to us, please include the Policy number, your full name, and your current address.

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Specimen

DEFINITIONS

These terms are capitalized when used throughout this Policy.

ACCUMULATION VALUE: The Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. This value will never be less than the Nonforfeiture Value.

AGE: A person's age attained at his or her last birthday.

ANNUITANT: The individual whose life will determine the Income Payments.

ANNUITY COMMENCEMENT DATE: The date on which the first Income Payment under this Policy will be made. This date may not be earlier than the first Policy Anniversary.

BENEFICIARY: The person(s) or entity(ies) having the right to receive the death benefit as set forth in this Policy and who is the "designated Beneficiary" for purposes of Section 72 of the Internal Revenue Code.

GUARANTEED CASH SURRENDER VALUE: The Guaranteed Cash Surrender Value is equal to the greatest of:

- a) the Accumulation Value, based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate as shown on the Policy Data Page, less any Surrender Charges that may apply; or
- b) the Nonforfeiture Value; or
- c) the Premium Payment, reduced by any previous Partial Withdrawals.

INCOME PAYMENTS: Periodic payments NYLIAC makes to the Payee, generally after the Annuity Commencement Date.

INTEREST RATE GUARANTEE PERIOD: The period during which the declared interest rate is guaranteed not to change.

ISSUE DATE: The date this Policy is produced for delivery.

NYLIAC: ("Corporation, We, Our, Us") New York Life Insurance and Annuity Corporation, which is a wholly-owned Delaware subsidiary of New York Life Insurance Company.

NONFORFEITURE RATE: The Nonforfeiture Rate, as shown on the Policy Data Page, is equal to the lesser of:

- a) 3.00%; and
- b) a rate that is not less than 1.00% and determined by using the six-month average of the five-year Constant Maturity Treasury Rate reported by the Federal Reserve for December through May (for period beginning July 1) and June through November (for period beginning January 1), rounded to the nearest .05%, minus 1.25%.

NONFORFEITURE VALUE: The Nonforfeiture Value is equal to 87.50% of the Premium Payment accumulated at the Nonforfeiture Rate since the Policy Date, minus any amounts withdrawn, accumulated at the Nonforfeiture Rate since the date of withdrawal.

NON-QUALIFIED PLAN: A retirement program, which is funded by after-tax contributions.

OWNER: ("you, your") The person(s) or entity(ies) designated as the Owner of this Policy or as subsequently changed, and upon whose death prior to the Annuity Commencement Date benefits under the Policy may be paid. If NYLIAC issues a jointly owned Policy, ownership rights and privileges under this Policy must be exercised jointly and death benefits payable under this Policy before the Annuity Commencement Date will be paid upon the death of any joint Owner.

PARTIAL WITHDRAWAL: Any part of the Accumulation Value paid to you, at your request, in accordance with the terms of this Policy.

PAYEE: The recipient(s) designated to receive the Income Payments under this Policy. The Owner of this Policy is the Payee, unless we agree to some other Payee.

PAYMENT DATE: The date on which a Premium Payment is received at our Executive Office or at a service office, unless it is received on a day that is not a business day for us. In that case, the Payment Date will be our next business day.

POLICY ANNIVERSARY: An anniversary of the Policy Date displayed on the Policy Data Page.

POLICY DATA PAGE: Page 2 of the Policy, containing the Policy specifications.

POLICY DATE: The date the Policy is executed and from which Policy Years, Policy months and Policy Anniversaries are measured. It is shown on the Policy Data Page.

POLICY YEAR: A year starting on the Policy Date as shown on the Policy Data Page. Subsequent Policy Years begin on each Policy Anniversary.

PREMIUM PAYMENT: The amount paid to the Corporation as consideration for the benefits provided by this Policy.

PROOF OF DEATH: Evidence that death has occurred, including at least one of the following: a certified copy of the death certificate, an attending physician's statement, a finding from a court of competent jurisdiction or any other proof that is acceptable to us.

QUALIFIED PLAN: A retirement plan under the Internal Revenue Code of 1986, as amended, including Sections 401(a), 403(b), 408, 408(A) and 457(b).

REQUIRED MINIMUM DISTRIBUTION (RMD)

AUTOMATED OPTION: The calculation and automatic processing of the Required Minimum Distribution (RMD) under certain Qualified Plans pursuant to IRC Section 401(a)(9) on a scheduled interval (monthly, quarterly, semi-annually, or annually). RMD is the minimum amount that the IRS requires the owners of certain Qualified Plans to withdraw each year generally beginning no later than April 1 of the calendar year following the calendar year in which the Owner attains age 70½.

SURRENDER CHARGE: An amount charged by the Corporation during the Surrender Charge period as shown under the Surrender Charge schedule on the Policy Data Page, and occurring when a Partial Withdrawal of the Accumulation Value is made or when the Policy is surrendered for its Accumulation Value.

SECTION ONE - ANNUITY BENEFIT

1.1 When Will Income Payments Begin?

Beginning on the Annuity Commencement Date shown on the Policy Data Page or as changed in accordance with Section 1.2, provided this Policy is in force on that date, we will make Income Payments to the Payee each month. However, once Income Payments begin, the Income Payment option may not be changed. If the Accumulation Value of this Policy is an amount that would provide Income Payments of less than \$20 a month on the Annuity Commencement Date, we will pay you the Accumulation Value in a single sum.

1.2 May The Annuity Commencement Date Be Changed?

If we agree, the Annuity Commencement Date shown on the Policy Data Page may be changed to an earlier date not before the first Policy Anniversary or deferred to a later date. If you wish to change the date, you must notify us in writing at least one month before the Annuity Commencement Date. The Annuitant's Age on the Annuity Commencement Date may not be greater than the Age as required by the laws of the state in which this Policy was issued.

1.3 How Are Income Payment Amounts Determined?

We will determine the amount of each monthly Income Payment on the Annuity Commencement Date. We do this by applying the total Accumulation Value of the Policy, less any state premium tax that may be payable as provided in Section 5.6, to the Income Payment rate in effect on the Annuity Commencement Date. Income Payment rates are based on the adjusted Age and sex of the Annuitant. To find the adjusted Age in the year the first payment is due, we decrease the Annuitant's Age at that time according to the following table:

2010	2011-2019	2020-2028	2029-2038	2039&later
+1	0	-1	-2	-3

The amount of each monthly Income Payment will not be less than an amount based on the corresponding rate shown in the Life Income – Guaranteed Period Payment Table. These minimum amounts are ten-year certain and life amounts based on the Annuity 2000 Mortality Table with Projection Scale G applied for fifteen years static and generationally thereafter, and with interest compounded each year at one and one half percent (1.5%).

When asked, we will state in writing what the minimum amount of each monthly Income Payment would be under this provision.

LIFE INCOME-GUARANTEED PERIOD PAYMENT TABLE

Minimum Monthly Payment per \$1,000 of Proceeds					
Adjusted			Adjusted		
Age	Male	Female	Age	Male	Female
60	\$3.64	\$3.33	76	\$5.92	\$5.47
61	3.74	3.41	77	6.11	5.67
62	3.85	3.50	78	6.30	5.88
63	3.96	3.60	79	6.50	6.09
64	4.07	3.70	80	6.69	6.31
65	4.19	3.81	81	6.89	6.53
66	4.32	3.92	82	7.08	6.74
67	4.46	4.04	83	7.26	6.96
68	4.60	4.17	84	7.45	7.17
69	4.74	4.30	85	7.62	7.38
70	4.89	4.44	86	7.79	7.58
71	5.05	4.59	87	7.95	7.77
72	5.22	4.75	88	8.10	7.94
73	5.38	4.92	89	8.24	8.11
74	5.56	5.10	90	8.38	8.26
75	5.74	5.28			

1.4 How Are Income Payments Made?

We may require proof of the Annuitant's birth date before Income Payments begin. Under the Life Income-Guaranteed Period option, we will make equal payments to the Payee each month during the lifetime of the Annuitant. Income Payments do not change and are guaranteed for a period of 10 years (120 monthly payments) even if the Annuitant dies sooner. We may require proof of the Annuitant's survival as a condition for Income Payments beyond the guaranteed period.

1.5 Are There Other Methods Of Income Payments?

If we agree, you may elect, on or before the Annuity Commencement Date, to have the Accumulation Value placed under some other Income Payment option.

SECTION TWO - OWNER, ANNUITANT, BENEFICIARY

2.1 What Are The Rights Of Ownership?

As the Owner of this Policy, you have the right to name a new Owner or assign your interest in this Policy (Non-Qualified Plan policies only), change a revocable Beneficiary, receive Income Payments and name a Payee to receive Income Payments. You cannot lose these rights. If this Policy is jointly owned, these rights must be exercised jointly. To exercise these rights, you do not need the consent of the Annuitant or any revocable Beneficiary. However, all rights of ownership end at your death.

2.2 May The Owner Be Different From The Annuitant?

The Owner of this Policy may be different from the Annuitant, but unless it is indicated on the Policy Data Page or ownership is subsequently changed, you are the Annuitant and the Owner of this Policy. However, the Annuitant and Owner must generally be the same individual for Policies issued in connection with Qualified Plans.

2.3 How Do You Change The Owner Of This Policy?

If this Policy is issued as a Non-Qualified Plan Policy, you may change the Owner of this Policy, from yourself to a new Owner, by providing us with a notice you sign which gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. When this change takes effect, all rights of ownership in this Policy will pass to the new Owner. Changing the Owner of this Policy does not change the Annuitant or any Beneficiary.

A change in ownership may have adverse tax consequences to you; please consult with your tax advisor.

2.4 May More Than One Beneficiary Be Named?

You may name more than one Beneficiary. Multiple Beneficiaries may be classified as primary (or first class), contingent (or second class), and so on. If two or more Beneficiaries are named in a class, their shares in any amount payable may be stated. Any amount payable will be paid to any Beneficiary classified as primary who survives you. If no Beneficiary classified as primary survives you, payment will be made to any surviving Beneficiary in the next class, and so on. Those Beneficiaries who survive in the same class have an equal share in any amount payable to the extent possible, unless the shares are stated otherwise.

2.5 How Do You Change A Beneficiary Of This Policy?

During your lifetime, you may change a revocable Beneficiary, by providing us with a notice you sign which gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. If a Beneficiary has been irrevocably designated, the Beneficiary may only be changed with such Beneficiary's signed consent.

2.6 What Happens If The Annuitant Dies Before The Annuity Commencement Date?

If the Annuitant is not the Owner and the Annuitant dies before the Annuity Commencement Date, when we receive Proof of Death, you will become the Annuitant of this Policy. If this Policy is jointly owned, the first Owner named will become the Annuitant. However, if the Owner is not a natural person, upon the death of the Annuitant, we will pay the death benefit to the Beneficiary(ies) as provided in Section 2.11. For this purpose, if the Owner is a grantor trust for federal income tax purposes and the grantor(s) is a natural person, the Policy will be treated as owned by a natural person. In this case, upon the death of the Annuitant, the first named living grantor will become the new Annuitant. The death benefit is an amount equal to the Accumulation Value of this Policy as of the date of the Annuitant's or grantor's death, as applicable. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11.

2.7 What Happens If The Annuitant Dies After The Annuity Commencement Date?

If the Annuitant dies after the Annuity Commencement Date, but before the end of the guaranteed period of the Income Payments, we will then make the Income Payments to the Beneficiary for the remainder of the Income Payment period, even if the Payee is alive. If the Annuitant dies after the end of the guaranteed period of the Income Payments, no amount will be payable to the Payee or any Beneficiary.

2.8 What Happens If You Die Before The Annuity Commencement Date?

If you die before the Annuity Commencement Date, when we receive Proof of Death, we will pay the Beneficiary(ies) the death benefit, which is an amount equal to the Accumulation Value of this Policy as of the date of death. If this Policy is jointly owned, this provision will apply at the death of either Owner. If the Owner is a grantor trust and a grantor is a natural person, we will pay the death benefit

upon the death of a grantor. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11. However, if your surviving spouse is the sole primary Beneficiary, your spouse may elect, in writing, to become the new Owner of this Policy, as provided in Section 2.14, subject to certain Qualified Plan limitations. If the Owner is not a natural person or is a grantor trust, see Section 2.6.

2.9 What Happens If You Die After The Annuity Commencement Date?

Unless you provide otherwise, if you die after the Annuity Commencement Date and before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period. If this Policy is jointly owned, the surviving Owner will become the sole Owner, and Income Payments will be made to the surviving Owner for the remainder of the Income Payment period. If the surviving Owner dies before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period.

2.10 When Will We Process A Request For Payment Of The Death Benefit?

Claim information must be submitted for each Beneficiary. Upon receiving Proof of Death and all claim information from a Beneficiary, we will pay to that Beneficiary his/her share of any amount of the death benefit. These proceeds bear interest computed daily from the date of death to the date of payment. We set the interest rate each year. This rate will not be less than the rate required by law.

2.11 Does A Beneficiary Have To Accept The Death Benefit Of This Policy At Your Death?

Full payment of the death benefit will be made to the Beneficiary within five (5) years after the date of your death. However, at your death, your Beneficiary is not required to accept the death benefit of this Policy in a single sum, if you (while you are living) or the Beneficiary (after your death) choose in a signed notice to have all or part of this payment placed under a settlement alternative that we may have available for the Beneficiary. Payment under an elected income or guaranteed life income settlement alternative must be for the life of the Beneficiary or

for a number of years that is not more than the life expectancy (as determined for federal tax purposes) of the Beneficiary at the time of your death, and payment must begin within one year after your death.

2.12 What Happens If A Beneficiary Who Is Receiving Income Payments Dies?

During the guaranteed period of Income Payments, if a Beneficiary who is receiving Income Payments dies, each remaining Income Payment will be paid to those Beneficiaries in the same class who are alive when that Income Payment becomes due. If a last Beneficiary in a class to receive Income Payments dies, each remaining Income Payment will be paid to those in the next class who are alive when that Income Payment becomes due, and so on. If no Beneficiary for any amount payable or for a stated share is alive, the present value of any remaining Income Payments is paid to the estate of the Beneficiary who dies last. The present value of any remaining Income Payments is always less than the total of those Income Payments. No amount will be payable to any Beneficiary after the end of the guaranteed period of Income Payments.

2.13 What Happens If No Beneficiary Survives You?

If no Beneficiary for any amount payable or for a stated share survives you, the right to this amount or this share will pass to your estate. Payment of the proceeds will be made in a single sum to your estate. If any Beneficiary dies at the same time as you, or within fifteen (15) days after your death, but before we receive your Proof of Death and all claim information, we will pay any amount payable as though the Beneficiary died first.

2.14 What Happens If Your Spouse Is The Beneficiary?

If your spouse is the sole primary Beneficiary and you die before the Annuity Commencement Date, this Policy may be continued with your spouse as the new Owner. If you are also the Annuitant, your spouse will become the new Annuitant. If your spouse chooses to continue the Policy, no death benefit proceeds will be paid as a consequence of your death.

SECTION THREE - PREMIUM PAYMENTS

3.1 What Is The Premium Payment?

An amount paid to the Corporation as consideration for the benefits provided by this Policy. The Premium Payment for this Policy is shown on the Policy Data Page. This payment must be made while the Owner and Annuitant are living.

3.2 Can Additional Premium Payments Be Made?

Generally, additional Premium Payments are not allowed for this Policy.

3.3 When Is A Premium Payment Credited To The Policy?

A Premium Payment will be credited to the Policy as of the Payment Date.

SECTION FOUR - ACCUMULATION VALUE

4.1 How Is The Interest Credited To This Policy?

The initial Interest Rate Guarantee Period starts on the Policy Date and ends at the close of the initial Interest Rate Guarantee Period as shown on the Policy Data Page. The initial interest rate will be the rate that we declare in advance and is in effect for the initial Interest Rate Guarantee Period. Each guarantee period thereafter will be for a one-year period and the interest rate will be the rate that we declare in advance each year on the Policy Anniversary. Interest is compounded daily at an effective annual yield. We credit interest to this Policy daily. The rate credited will never be less

than the guaranteed minimum interest rate as described on the Policy Data Page.

4.2 How Is The Accumulation Value Calculated?

On any day, on or before the Annuity Commencement Date, the Accumulation Value of this Policy is defined as the Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. The instances in which Surrender Charges will be assessed are explained in Section Five. Upon your request, we will inform you of the amount of Accumulation Value in this Policy.

SECTION FIVE - WITHDRAWALS, CHARGES, DEDUCTIONS

5.1 Can You Make Partial Withdrawals From This Policy?

Provided this Policy has sufficient Accumulation Value, as shown on the Policy Data Page, you may request a Partial Withdrawal. The minimum amount you may withdraw is also shown on the Policy Data Page. If the amount of the Partial Withdrawal requested, together with any Surrender Charge that may apply, exceeds the Accumulation Value, we will pay you the Accumulation Value less any applicable Surrender Charge. We must receive your written request for a Partial Withdrawal at least thirty (30) days before the Annuity Commencement Date.

each time a Partial Withdrawal is made, or when the Policy is surrendered for its Accumulation Value. The Surrender Charge, if any, will be a percentage, as shown on the Policy Data Page, of the amount of the Accumulation Value withdrawn or surrendered. The Surrender Charge will apply only if the amount withdrawn or surrendered exceeds the amount described under the Annual Surrender Charge Free Amount(s) section on the Policy Data Page.

5.2 Can You Surrender This Policy?

You may surrender the Policy at any time before the Annuity Commencement Date for the Accumulation Value less any Surrender Charges that may apply. In no event will you receive less than the Guaranteed Cash Surrender Value.

5.5 Are Surrender Charges Ever Waived?

Surrender Charges will be waived:

- a) when proceeds are paid on the death of the Owner, or of the Annuitant if the Owner is not a natural person; or
- b) for any Required Minimum Distribution (RMD), as calculated by us, from the Accumulation Value of this Policy withdrawn under the RMD Automated option. However, if, in addition to any RMD withdrawals, Partial Withdrawals are made from this Policy during a Policy Year, all such withdrawals will be combined and a Surrender Charge will apply to that portion of the withdrawals that exceeds the greater of the calculated RMD amount, and the amount as explained in Section 5.4 and on the Policy Data Page; or
- c) on amounts placed under the Life Income - Guaranteed Period option; or
- d) under conditions specified in any riders or endorsements attached to and made a part of this Policy; or
- e) upon surrender of the Policy or on Partial Withdrawals to the extent that the amount of the Surrender Charge, if any, exceeds the interest credited to the Policy; or
- f) if we terminate this Policy as explained in Section 5.7.

5.3 May We Defer A Partial Withdrawal Or Surrender Payment?

When not prohibited by the laws of the state in which this Policy is issued, we may defer payment of any Partial Withdrawal or surrender payment request for up to six (6) months from the Partial Withdrawal or surrender request date after making a written request and receiving written approval from the insurance commissioner of the state in which this Policy is issued. Interest will be paid on any amount deferred for thirty (30) days or more. If payments are deferred, we will pay interest at the rate specified by the Insurance Department of the state where your Policy was issued, from the time of the Partial Withdrawal or surrender request. This rate will be at least three percent (3.0%) per year.

5.4 Are Surrender Charges Applied To This Policy?

During the Surrender Charge period, as shown under the Surrender Charge schedule on the Policy Data Page, a Surrender Charge may be applied

5.6 Are State Premium Taxes Deducted From Your Policy?

If we are required by state law to pay state premium taxes for your Policy, the amount of the state premium tax will be deducted from the Accumulation Value of your Policy on the earliest of:

- a) the date the Policy is surrendered; or
- b) the Annuity Commencement Date, before the Accumulation Value is placed under an Income Payment option; or
- c) the date we terminate this Policy in accordance with Section 5.7.

SECTION SIX - GENERAL PROVISIONS

6.1 What Constitutes The Entire Contract?

The entire contract consists of this Policy, any attached riders and endorsements, and a copy of the application, if attached. Only our Chairman, President, Secretary, or one of our Executive Officers may change the contract, when not prohibited by the laws of the state in which this Policy is issued, and then only in writing. No change will be made in the contract unless you agree. No Agent is authorized to change this contract or to waive any provisions of this contract.

6.2 How Important Is The Information You Provided For This Policy?

In issuing this Policy, we have relied on the information you provided. If you signed an application, such information includes 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 such statement will be used by us to contest this Policy unless that statement is a material misrepresentation.

6.3 Will We Be Able To Contest This Policy?

We will not contest this Policy after the Policy has been in force, while you are living, for two (2) years from the Issue Date. If no application was signed, this Policy will not be contested on the basis of any information that would generally be contained in an application.

6.4 How Are The Dates Referred To In This Policy Measured?

Policy Years, months, and anniversaries are measured from the Policy Date, except where otherwise indicated.

However, the amount of the state premium tax will not be deducted from the Accumulation Value, if the Accumulation Value is paid as a death benefit.

5.7 May The Corporation Terminate This Policy?

It may happen that a requested Partial Withdrawal together with any Surrender Charges would reduce the Accumulation Value to an amount that would provide Income Payments of less than \$20 a month on the Annuity Commencement Date. If so, we have the right, subject to any applicable state law or regulation, to terminate this Policy and pay you the Accumulation Value in a single sum.

6.5 How Is A Person's Age Calculated For The Purpose Of This Policy?

In this Policy when we refer to a person's Age on any date, we mean his or her Age attained at his or her last birthday.

6.6 What Happens If In This Policy A Person's Age Or Sex Is Stated Incorrectly?

If a date on the Policy Data Page is based on an Age that is not correct, we may change the date to reflect the correct Age. If the Age or sex of the Annuitant is not correct as stated, any amount payable under this Policy will be adjusted to what the premiums paid would have purchased at the correct Age and sex. If Income Payments were made based on the incorrect Age or sex, we will increase or reduce a later payment or payments to adjust for the error. Any adjustment will include interest, at three percent (3.0%) per year, credited or charged as applicable, from the date of the incorrect payment to the date the adjustment is made.

6.7 May You Assign This Policy?

During your lifetime, you may assign your interest in this Policy (Non-Qualified Plan policies only). If you do this, your interest, and the interest of any Beneficiary, is subject to that of the assignee. As Owner, you retain any rights of ownership that have not been assigned.

An assignment or transfer may have adverse tax consequences to you; please consult with your tax advisor.

6.8 How Do You Assign This Policy?

You must provide us with a copy of any assignment of this Policy. We will not be responsible for the validity of any assignment. Any assignment, unless otherwise specified in the assignment by you, shall take effect as of the date the assignment is signed, subject to any payment we make or other action we took before receipt of the assignment.

6.9 May The Assignee Change The Owner, Annuitant, Or Beneficiary?

An assignee may not change the Owner, the Annuitant, or the Beneficiary. The assignee may not elect an alternate Income Payment option. Any amount payable to the assignee will be paid in a single sum.

6.10 Are The Payments Made Under This Policy Protected Against Creditors?

Except as stated in Section 6.7, payments we make under this Policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditors.

6.11 How Should A Premium Payment For This Policy Be Made?

Any Premium Payment made to us by check or money order must be payable to New York Life Insurance and Annuity Corporation or NYLIAC. Upon request, we will give you a receipt, signed by our Agent, for any premium paid to us.

6.12 How Is The Guaranteed Accumulation Value Calculated?

The guaranteed Accumulation Value in this Policy is based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate, as shown on the Policy Data Page. This value will never be less than the Nonforfeiture Value.

6.13 Is This Policy Subject To Conformity With Any Law?

This Policy is subject to all laws that apply. Any paid-up annuity, cash surrender or death benefits available under this Policy are not less than the minimum benefits required by any regulation or statute of the state in which this Policy is issued.

6.14 Are Dividends Payable Under This Policy?

This is a non-participating Policy. Therefore, no dividends are payable.

New York Life Insurance and Annuity Corporation

A Stock Company Incorporated in Delaware

Home Office – [200 Continental Drive Suite 306
Newark, DE 19713]

Executive Office – [51 Madison Avenue
New York, NY10010]

Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

Specimen

[Annuitant - - John Doe]
[Policy Number - - 00 000 000]
[Policy Date - - April 1, 2010]

New York Life Insurance and Annuity Corporation
(A Delaware Corporation)

Home Office
[200 Continental Drive, Suite 306]
[Newark, DE 19713]

Executive Office
[51 Madison Avenue]
[New York, NY 10010]

THE CORPORATION New York Life Insurance and Annuity Corporation (NYLIAC), a stock company incorporated in Delaware, will pay the benefits of this Single Premium Deferred Fixed Annuity (the "Policy") in accordance with its provisions. The following pages are also a part of this Policy.

ANNUITY BENEFIT On the Annuity Commencement Date, the Accumulation Value will be applied to provide periodic Income Payments, as stated in the Annuity Benefit section.

DEATH BENEFIT If you die before the Annuity Commencement Date, we will pay death benefit proceeds to the Beneficiary upon our receipt of Proof of Death and all claim information.

RIGHT TO RETURN POLICY Please examine this Policy. Within 10 days (or longer if required by state law) after delivery, you can return it to the Corporation or to the agent through whom it was purchased, with a written request for a full refund of the premium. Upon receipt of this request, the Policy will be void from the start, and a full premium refund will be made.

REPORT TO OWNER At least once each Policy Year, New York Life Insurance and Annuity Corporation will provide a report in connection with this Policy. The report will tell you how much Accumulation Value there is as of the end of the reporting period. It will also give the Owner any other facts required by state law or regulations.

The Issue Date is shown on the Policy Data Page.

IF YOU HAVE QUESTIONS OR CONCERNS ABOUT YOUR POLICY, PLEASE CALL US AT [1-800-762-6212].


President


Secretary

[New York Life Select Period Fixed Annuity]

Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

This policy will not become effective unless it is delivered to the Owner while the Owner and Annuitant are living. Read This Policy Carefully. It is a legal contract between the Owner and the Corporation.

New York Life Insurance and Annuity Corporation

Home Office
[200 Continental Drive Suite 306]
[Newark, DE 19713]

Executive Office
[51 Madison Avenue]
[New York, NY 10010]

POLICY DATA PAGE

Annuitant -- [John Doe] AGE: [35] [MALE]
Policy Number -- [00 000 000]
Policy Date -- [April 1, 2010]
Owner -- [The Annuitant]
Plan -- [Non-Qualified]

Premium Payment: \$[5,000.00]
Initial Interest Rate Guarantee Period Ending On: [March 31, 2015]

ANNUITY COMMENCEMENT DATE: [April 1, 2065]

SURRENDER CHARGES:

a) **SURRENDER CHARGE SCHEDULE**

POLICY YEAR	PERCENTAGE	POLICY YEAR	PERCENTAGE
[1	8%	4	5%
2	7%	5	4%
3	6%	6	0%

b) **ANNUAL SURRENDER CHARGE FREE AMOUNT(S)**

Surrender Charges Are Applied as Follows:

If the Premium Payment is less than [\$100,000], the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greater of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year [ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges.

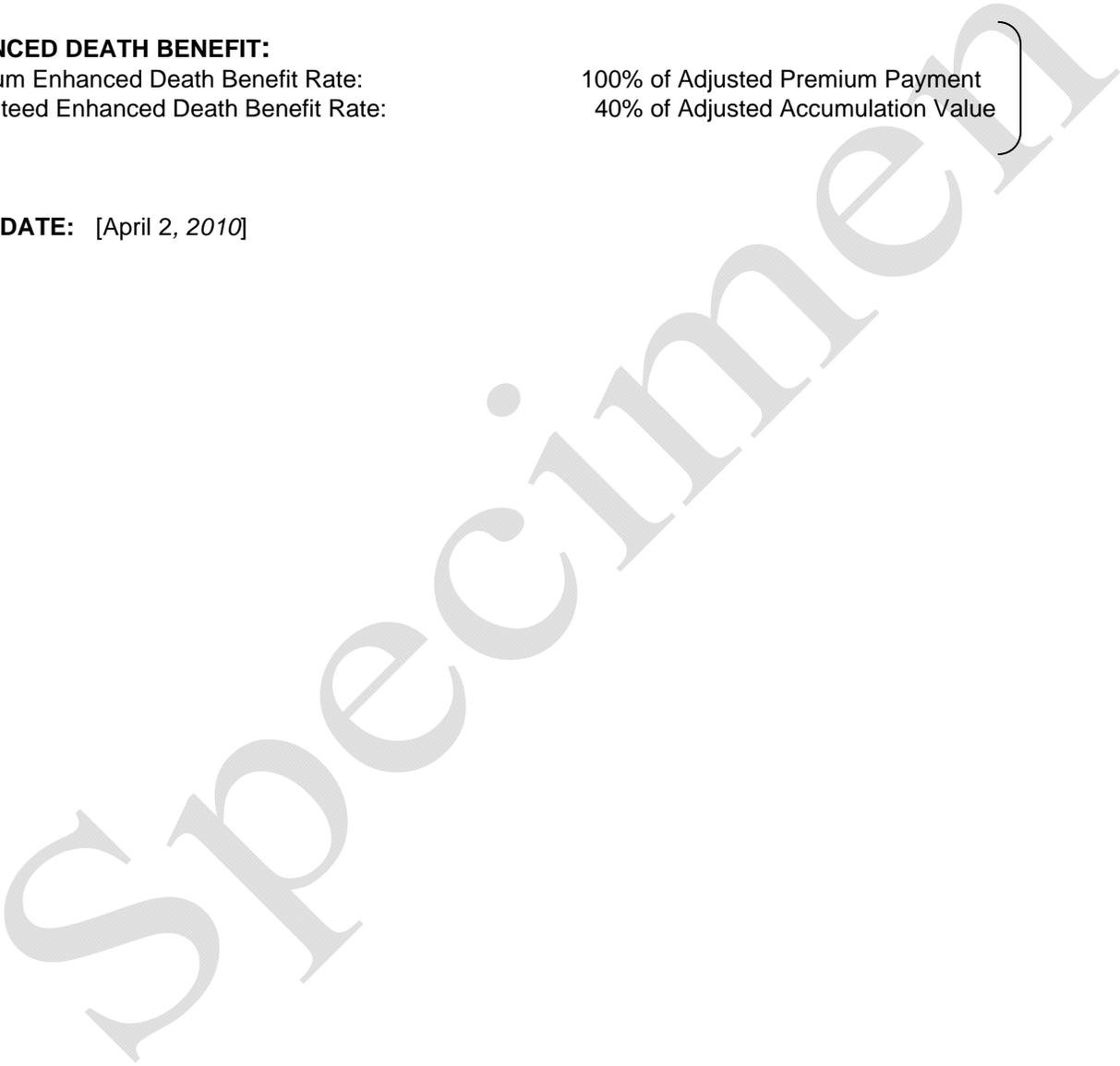
If the Premium Payment is [\$100,000] or more, the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greatest of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year [ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or C) that portion of the Accumulation Value that exceeds the Premium Payment made to this Policy.

Initial Interest Rate: [2.0%] (Effective annual yield)
Guaranteed Minimum Interest Rate: [1.5%] (Effective annual yield)
Nonforfeiture Rate: [1.2%]
Minimum Partial Withdrawal Amount: \$100.00

Minimum Accumulation Value that must be maintained in the Policy after a Partial Withdrawal: \$2,000.00

ENHANCED DEATH BENEFIT:
Maximum Enhanced Death Benefit Rate: 100% of Adjusted Premium Payment
Guaranteed Enhanced Death Benefit Rate: 40% of Adjusted Accumulation Value

ISSUE DATE: [April 2, 2010]



We & You

In this Policy, the words “we,” “us,” “our,” “Corporation,” and “NYLIAC” refer to New York Life Insurance and Annuity Corporation and the words “you” and “your” refer to the Owner of this Policy.

When you write to us, please include the Policy number, your full name, and your current address.

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RIDERS AND ENDORSEMENTS (if any) Attached to the Policy

Specimen

DEFINITIONS

These terms are capitalized when used throughout this Policy.

ACCUMULATION VALUE: The Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. This value will never be less than the Nonforfeiture Value.

AGE: A person's age attained at his or her last birthday.

ANNUITANT: The individual whose life will determine the Income Payments.

ANNUITY COMMENCEMENT DATE: The date on which the first Income Payment under this Policy will be made. This date may not be earlier than the first Policy Anniversary or later than the date on which the Annuitant becomes Age 95.

BENEFICIARY: The person(s) or entity(ies) having the right to receive the death benefit as set forth in this Policy and who is the "designated Beneficiary" for purposes of Section 72 of the Internal Revenue Code.

GUARANTEED CASH SURRENDER VALUE: The Guaranteed Cash Surrender Value is equal to the greatest of:

- a) the Accumulation Value, based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate as shown on the Policy Data Page, less any Surrender Charges that may apply; or
- b) the Nonforfeiture Value; or
- c) the Premium Payment, reduced by any previous Partial Withdrawals.

INCOME PAYMENTS: Periodic payments NYLIAC makes to the Payee, generally after the Annuity Commencement Date.

INTEREST RATE GUARANTEE PERIOD: The period during which the declared interest rate is guaranteed not to change.

ISSUE DATE: The date this Policy is produced for delivery.

NYLIAC: ("Corporation, We, Our, Us") New York Life Insurance and Annuity Corporation, which is a wholly-owned Delaware subsidiary of New York Life Insurance Company.

NONFORFEITURE RATE: The Nonforfeiture Rate, as shown on the Policy Data Page, is equal to the lesser of:

- a) 3.00%; and
- b) a rate that is not less than 1.00% and determined by using the six-month average of the five-year Constant Maturity Treasury Rate reported by the Federal Reserve for December through May (for period beginning July 1) and June through November (for period beginning January 1), rounded to the nearest .05%, minus 1.25%.

NONFORFEITURE VALUE: The Nonforfeiture Value is equal to 87.50% of the Premium Payment accumulated at the Nonforfeiture Rate since the Policy Date, minus any amounts withdrawn, accumulated at the Nonforfeiture Rate since the date of withdrawal.

NON-QUALIFIED PLAN: A retirement program, which is funded by after-tax contributions.

OWNER: ("you, your") The person(s) or entity(ies) designated as the Owner of this Policy or as subsequently changed, and upon whose death prior to the Annuity Commencement Date benefits under the Policy may be paid. If NYLIAC issues a jointly owned Policy, ownership rights and privileges under this Policy must be exercised jointly and death benefits payable under this Policy before the Annuity Commencement Date will be paid upon the death of any joint Owner.

PARTIAL WITHDRAWAL: Any part of the Accumulation Value paid to you, at your request, in accordance with the terms of this Policy.

PAYEE: The recipient(s) designated to receive the Income Payments under this Policy. The Owner of this Policy is the Payee, unless we agree to some other Payee.

PAYMENT DATE: The date on which a Premium Payment is received at our Executive Office or at a service office, unless it is received on a day that is not a business day for us. In that case, the Payment Date will be our next business day.

POLICY ANNIVERSARY: An anniversary of the Policy Date displayed on the Policy Data Page.

POLICY DATA PAGE: Page 2 of the Policy,

containing the Policy specifications.

POLICY DATE: The date the Policy is executed and from which Policy Years, Policy months and Policy Anniversaries are measured. It is shown on the Policy Data Page.

POLICY YEAR: A year starting on the Policy Date as shown on the Policy Data Page. Subsequent Policy Years begin on each Policy Anniversary.

PREMIUM PAYMENT: The amount paid to the Corporation as consideration for the benefits provided by this Policy.

PROOF OF DEATH: Evidence that death has occurred, including at least one of the following: a certified copy of the death certificate, an attending physician's statement, a finding from a court of competent jurisdiction or any other proof that is acceptable to us.

QUALIFIED PLAN: A retirement plan under the Internal Revenue Code of 1986, as amended, including Sections 401(a), 403(b), 408, 408(A) and 457(b).

REQUIRED MINIMUM DISTRIBUTION (RMD)

AUTOMATED OPTION: The calculation and automatic processing of the Required Minimum Distribution (RMD) under certain Qualified Plans pursuant to IRC Section 401(a)(9) on a scheduled interval (monthly, quarterly, semi-annually, or annually). RMD is the minimum amount that the IRS requires the owners of certain Qualified Plans to withdraw each year generally beginning no later than April 1 of the calendar year following the calendar year in which the Owner attains age 70½.

SURRENDER CHARGE: An amount charged by the Corporation during the Surrender Charge period as shown under the Surrender Charge schedule on the Policy Data Page, and occurring when a Partial Withdrawal of the Accumulation Value is made or when the Policy is surrendered for its Accumulation Value.

SECTION ONE - ANNUITY BENEFIT

1.1 When Will Income Payments Begin?

Beginning on the Annuity Commencement Date shown on the Policy Data Page or as changed in accordance with Section 1.2, provided this Policy is in force on that date, we will make Income Payments to the Payee each month. However, once Income Payments begin, the Income Payment option may not be changed. If the Accumulation Value of this Policy is an amount that would provide Income Payments of less than \$20 a month on the Annuity Commencement Date, we will pay you the Accumulation Value in a single sum.

1.2 May The Annuity Commencement Date Be Changed?

If we agree, the Annuity Commencement Date shown on the Policy Data Page may be changed to an earlier date not before the first Policy Anniversary or deferred to a later date, but not later than the date on which the Annuitant becomes Age 95. If you wish to change the date, you must notify us in writing at least one month before the Annuity Commencement Date. The Annuitant's Age on the Annuity Commencement Date may not be greater than the Age as required by the laws of the state in which this Policy was issued.

1.3 How Are Income Payment Amounts Determined?

We will determine the amount of each monthly Income Payment on the Annuity Commencement Date. We do this by applying the total Accumulation Value of the Policy, less any state premium tax that may be payable as provided in Section 5.6, to the Income Payment rate in effect on the Annuity Commencement Date. Income Payment rates are based on the adjusted Age and sex of the Annuitant. To find the adjusted Age in the year the first payment is due, we decrease the Annuitant's Age at that time according to the following table:

2010	2011-2019	2020-2028	2029-2038	2039&later
+1	0	-1	-2	-3

The amount of each monthly Income Payment will not be less than an amount based on the corresponding rate shown in the Life Income – Guaranteed Period Payment Table. These minimum amounts are ten-year certain and life amounts based on the Annuity 2000 Mortality Table with Projection Scale G applied for fifteen years static and generationally thereafter, and with interest compounded each year at one and one half percent (1.5%).

When asked, we will state in writing what the minimum amount of each monthly Income Payment would be under this provision.

LIFE INCOME-GUARANTEED PERIOD PAYMENT TABLE

Minimum Monthly Payment per \$1,000 of Proceeds					
Adjusted			Adjusted		
Age	Male	Female	Age	Male	Female
60	\$3.64	\$3.33	76	\$5.92	\$5.47
61	3.74	3.41	77	6.11	5.67
62	3.85	3.50	78	6.30	5.88
63	3.96	3.60	79	6.50	6.09
64	4.07	3.70	80	6.69	6.31
65	4.19	3.81	81	6.89	6.53
66	4.32	3.92	82	7.08	6.74
67	4.46	4.04	83	7.26	6.96
68	4.60	4.17	84	7.45	7.17
69	4.74	4.30	85	7.62	7.38
70	4.89	4.44	86	7.79	7.58
71	5.05	4.59	87	7.95	7.77
72	5.22	4.75	88	8.10	7.94
73	5.38	4.92	89	8.24	8.11
74	5.56	5.10	90	8.38	8.26
75	5.74	5.28			

1.4 How Are Income Payments Made?

We may require proof of the Annuitant's birth date before Income Payments begin. Under the Life Income-Guaranteed Period option, we will make equal payments to the Payee each month during the lifetime of the Annuitant. Income Payments do not change and are guaranteed for a period of 10 years (120 monthly payments) even if the Annuitant dies sooner. We may require proof of the Annuitant's survival as a condition for Income Payments beyond the guaranteed period.

1.5 Are There Other Methods Of Income Payments?

If we agree, you may elect, on or before the Annuity Commencement Date, to have the Accumulation Value placed under some other Income Payment option.

SECTION TWO - OWNER, ANNUITANT, BENEFICIARY

2.1 What Are The Rights Of Ownership?

As the Owner of this Policy, you have the right to name a new Owner or assign your interest in this Policy (Non-Qualified Plan policies only), change a revocable Beneficiary, receive Income Payments and name a Payee to receive Income Payments. You cannot lose these rights. If this Policy is jointly owned, these rights must be exercised jointly. To exercise these rights, you do not need the consent of the Annuitant or any revocable Beneficiary. However, all rights of ownership end at your death.

2.2 May The Owner Be Different From The Annuitant?

The Owner of this Policy may be different from the Annuitant, but unless it is indicated on the Policy Data Page or ownership is subsequently changed, you are the Annuitant and the Owner of this Policy. However, the Annuitant and Owner must generally be the same individual for Policies issued in connection with Qualified Plans.

2.3 How Do You Change The Owner Of This Policy?

If this Policy is issued as a Non-Qualified Plan Policy, you may change the Owner of this Policy, from yourself to a new Owner, by providing us with a notice you sign which gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. When this change takes effect, all rights of ownership in this Policy will pass to the new Owner. Changing the Owner of this Policy does not change the Annuitant or any Beneficiary.

A change in ownership may have adverse tax consequences to you; please consult with your tax advisor.

2.4 May More Than One Beneficiary Be Named?

You may name more than one Beneficiary. Multiple Beneficiaries may be classified as primary (or first class), contingent (or second class), and so on. If two or more Beneficiaries are named in a class, their shares in any amount payable may be stated. Any amount payable will be paid to any Beneficiary classified as primary who survives you. If no Beneficiary classified as primary survives you, payment will be made to any surviving Beneficiary in the next class, and so on. Those Beneficiaries who survive in the same class have an equal share in any amount payable to the extent possible, unless the shares are stated otherwise.

2.5 How Do You Change A Beneficiary Of This Policy?

During your lifetime, you may change a revocable Beneficiary, by providing us with a notice you sign which gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. If a Beneficiary has been irrevocably designated, the Beneficiary may only be changed with such Beneficiary's signed consent.

2.6 What Happens If The Annuitant Dies Before The Annuity Commencement Date?

If the Annuitant is not the Owner and the Annuitant dies before the Annuity Commencement Date, when we receive Proof of Death, you will become the Annuitant of this Policy. If this Policy is jointly owned, the first Owner named will become the Annuitant. However, if the Owner is not a natural person, upon the death of the Annuitant, we will pay the death benefit to the Beneficiary(ies) as provided in Section 2.11. For this purpose, if the Owner is a grantor trust for federal income tax purposes and the grantor(s) is a natural person, the Policy will be treated as owned by a natural person. In this case, upon the death of the Annuitant, the first named living grantor will become the new Annuitant. The death benefit is an amount equal to the Accumulation Value of this Policy as of the date of the Annuitant's or grantor's death, as applicable. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11.

2.7 What Happens If The Annuitant Dies After The Annuity Commencement Date?

If the Annuitant dies after the Annuity Commencement Date, but before the end of the guaranteed period of the Income Payments, we will then make the Income Payments to the Beneficiary for the remainder of the Income Payment period, even if the Payee is alive. If the Annuitant dies after the end of the guaranteed period of the Income Payments, no amount will be payable to the Payee or any Beneficiary.

2.8 What Happens If You Die Before The Annuity Commencement Date?

If you die before the Annuity Commencement Date, when we receive Proof of Death, we will pay the Beneficiary(ies) the death benefit, which is an amount equal to the Accumulation Value of this Policy as of the date of death. If this Policy is jointly owned, this provision will apply at the death of either Owner. If the Owner is a grantor trust and a grantor is a natural person, we will pay the death benefit

upon the death of a grantor. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11. However, if your surviving spouse is the sole primary Beneficiary, your spouse may elect, in writing, to become the new Owner of this Policy, as provided in Section 2.14, subject to certain Qualified Plan limitations. If the Owner is not a natural person or is a grantor trust, see Section 2.6.

2.9 What Happens If You Die After The Annuity Commencement Date?

Unless you provide otherwise, if you die after the Annuity Commencement Date and before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period. If this Policy is jointly owned, the surviving Owner will become the sole Owner, and Income Payments will be made to the surviving Owner for the remainder of the Income Payment period. If the surviving Owner dies before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period.

2.10 When Will We Process A Request For Payment Of The Death Benefit?

Claim information must be submitted for each Beneficiary. Upon receiving Proof of Death and all claim information from a Beneficiary, we will pay to that Beneficiary his/her share of any amount of the death benefit. These proceeds bear interest computed daily from the date of death to the date of payment. We set the interest rate each year. This rate will not be less than the rate required by law.

2.11 Does A Beneficiary Have To Accept The Death Benefit Of This Policy At Your Death?

Full payment of the death benefit will be made to the Beneficiary within five (5) years after the date of your death. However, at your death, your Beneficiary is not required to accept the death benefit of this Policy in a single sum, if you (while you are living) or the Beneficiary (after your death) choose in a signed notice to have all or part of this payment placed under a settlement alternative that we may have available for the Beneficiary. Payment under an elected income or guaranteed life income settlement alternative must be for the life of the Beneficiary or

for a number of years that is not more than the life expectancy (as determined for federal tax purposes) of the Beneficiary at the time of your death, and payment must begin within one year after your death.

2.12 What Happens If A Beneficiary Who Is Receiving Income Payments Dies?

During the guaranteed period of Income Payments, if a Beneficiary who is receiving Income Payments dies, each remaining Income Payment will be paid to those Beneficiaries in the same class who are alive when that Income Payment becomes due. If a last Beneficiary in a class to receive Income Payments dies, each remaining Income Payment will be paid to those in the next class who are alive when that Income Payment becomes due, and so on. If no Beneficiary for any amount payable or for a stated share is alive, the present value of any remaining Income Payments is paid to the estate of the Beneficiary who dies last. The present value of any remaining Income Payments is always less than the total of those Income Payments. No amount will be payable to any Beneficiary after the end of the guaranteed period of Income Payments.

2.13 What Happens If No Beneficiary Survives You?

If no Beneficiary for any amount payable or for a stated share survives you, the right to this amount or this share will pass to your estate. Payment of the proceeds will be made in a single sum to your estate. If any Beneficiary dies at the same time as you, or within fifteen (15) days after your death, but before we receive your Proof of Death and all claim information, we will pay any amount payable as though the Beneficiary died first.

2.14 What Happens If Your Spouse Is The Beneficiary?

If your spouse is the sole primary Beneficiary and you die before the Annuity Commencement Date, this Policy may be continued with your spouse as the new Owner. If you are also the Annuitant, your spouse will become the new Annuitant. If your spouse chooses to continue the Policy, no death benefit proceeds will be paid as a consequence of your death.

SECTION THREE - PREMIUM PAYMENTS

3.1 What Is The Premium Payment?

An amount paid to the Corporation as consideration for the benefits provided by this Policy. The Premium Payment for this Policy is shown on the Policy Data Page. This payment must be made while the Owner and Annuitant are living.

3.2 Can Additional Premium Payments Be Made?

Generally, additional Premium Payments are not allowed for this Policy.

3.3 When Is A Premium Payment Credited To The Policy?

A Premium Payment will be credited to the Policy as of the Payment Date.

SECTION FOUR - ACCUMULATION VALUE

4.1 How Is The Interest Credited To This Policy?

The initial Interest Rate Guarantee Period starts on the Policy Date and ends at the close of the initial Interest Rate Guarantee Period as shown on the Policy Data Page. The initial interest rate will be the rate that we declare in advance and is in effect for the initial Interest Rate Guarantee Period. Each guarantee period thereafter will be for a one-year period and the interest rate will be the rate that we declare in advance each year on the Policy Anniversary. Interest is compounded daily at an effective annual yield. We credit interest to this Policy daily. The rate credited will never be less

than the guaranteed minimum interest rate as described on the Policy Data Page.

4.2 How Is The Accumulation Value Calculated?

On any day, on or before the Annuity Commencement Date, the Accumulation Value of this Policy is defined as the Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. The instances in which Surrender Charges will be assessed are explained in Section Five. Upon your request, we will inform you of the amount of Accumulation Value in this Policy.

SECTION FIVE - WITHDRAWALS, CHARGES, DEDUCTIONS

5.1 Can You Make Partial Withdrawals From This Policy?

Provided this Policy has sufficient Accumulation Value, as shown on the Policy Data Page, you may request a Partial Withdrawal. The minimum amount you may withdraw is also shown on the Policy Data Page. If the amount of the Partial Withdrawal requested, together with any Surrender Charge that may apply, exceeds the Accumulation Value, we will pay you the Accumulation Value less any applicable Surrender Charge. We must receive your written request for a Partial Withdrawal at least thirty (30) days before the Annuity Commencement Date.

each time a Partial Withdrawal is made, or when the Policy is surrendered for its Accumulation Value. The Surrender Charge, if any, will be a percentage, as shown on the Policy Data Page, of the amount of the Accumulation Value withdrawn or surrendered. The Surrender Charge will apply only if the amount withdrawn or surrendered exceeds the amount described under the Annual Surrender Charge Free Amount(s) section on the Policy Data Page.

5.2 Can You Surrender This Policy?

You may surrender the Policy at any time before the Annuity Commencement Date for the Accumulation Value less any Surrender Charges that may apply. In no event will you receive less than the Guaranteed Cash Surrender Value.

5.5 Are Surrender Charges Ever Waived?

Surrender Charges will be waived:

- a) when proceeds are paid on the death of the Owner, or of the Annuitant if the Owner is not a natural person; or
- b) for any Required Minimum Distribution (RMD), as calculated by us, from the Accumulation Value of this Policy withdrawn under the RMD Automated option. However, if, in addition to any RMD withdrawals, Partial Withdrawals are made from this Policy during a Policy Year, all such withdrawals will be combined and a Surrender Charge will apply to that portion of the withdrawals that exceeds the greater of the calculated RMD amount, and the amount as explained in Section 5.4 and on the Policy Data Page; or
- c) on amounts placed under the Life Income - Guaranteed Period option; or
- d) under conditions specified in any riders or endorsements attached to and made a part of this Policy; or
- e) upon surrender of the Policy or on Partial Withdrawals to the extent that the amount of the Surrender Charge, if any, exceeds the interest credited to the Policy; or
- f) if we terminate this Policy as explained in Section 5.7.

5.3 May We Defer A Partial Withdrawal Or Surrender Payment?

When not prohibited by the laws of the state in which this Policy is issued, we may defer payment of any Partial Withdrawal or surrender payment request for up to six (6) months from the Partial Withdrawal or surrender request date after making a written request and receiving written approval from the insurance commissioner of the state in which this Policy is issued. Interest will be paid on any amount deferred for thirty (30) days or more. If payments are deferred, we will pay interest at the rate specified by the Insurance Department of the state where your Policy was issued, from the time of the Partial Withdrawal or surrender request. This rate will be at least three percent (3.0%) per year.

5.4 Are Surrender Charges Applied To This Policy?

During the Surrender Charge period, as shown under the Surrender Charge schedule on the Policy Data Page, a Surrender Charge may be applied

5.6 Are State Premium Taxes Deducted From Your Policy?

If we are required by state law to pay state premium taxes for your Policy, the amount of the state premium tax will be deducted from the Accumulation Value of your Policy on the earliest of:

- a) the date the Policy is surrendered; or
- b) the Annuity Commencement Date, before the Accumulation Value is placed under an Income Payment option; or
- c) the date we terminate this Policy in accordance with Section 5.7.

SECTION SIX - GENERAL PROVISIONS

6.1 What Constitutes The Entire Contract?

The entire contract consists of this Policy, any attached riders and endorsements, and a copy of the application, if attached. Only our Chairman, President, Secretary, or one of our Executive Officers may change the contract, when not prohibited by the laws of the state in which this Policy is issued, and then only in writing. No change will be made in the contract unless you agree. No Agent is authorized to change this contract or to waive any provisions of this contract.

6.2 How Important Is The Information You Provided For This Policy?

In issuing this Policy, we have relied on the information you provided. If you signed an application, such information includes 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 such statement will be used by us to contest this Policy unless that statement is a material misrepresentation.

6.3 Will We Be Able To Contest This Policy?

We will not contest this Policy after the Policy has been in force, while you are living, for two (2) years from the Issue Date. If no application was signed, this Policy will not be contested on the basis of any information that would generally be contained in an application.

6.4 How Are The Dates Referred To In This Policy Measured?

Policy Years, months, and anniversaries are measured from the Policy Date, except where otherwise indicated.

However, the amount of the state premium tax will not be deducted from the Accumulation Value, if the Accumulation Value is paid as a death benefit.

5.7 May The Corporation Terminate This Policy?

It may happen that a requested Partial Withdrawal together with any Surrender Charges would reduce the Accumulation Value to an amount that would provide Income Payments of less than \$20 a month on the Annuity Commencement Date. If so, we have the right, subject to any applicable state law or regulation, to terminate this Policy and pay you the Accumulation Value in a single sum.

6.5 How Is A Person's Age Calculated For The Purpose Of This Policy?

In this Policy when we refer to a person's Age on any date, we mean his or her Age attained at his or her last birthday.

6.6 What Happens If In This Policy A Person's Age Or Sex Is Stated Incorrectly?

If a date on the Policy Data Page is based on an Age that is not correct, we may change the date to reflect the correct Age. If the Age or sex of the Annuitant is not correct as stated, any amount payable under this Policy will be adjusted to what the premiums paid would have purchased at the correct Age and sex. If Income Payments were made based on the incorrect Age or sex, we will increase or reduce a later payment or payments to adjust for the error. Any adjustment will include interest, at three percent (3.0%) per year, credited or charged as applicable, from the date of the incorrect payment to the date the adjustment is made.

6.7 May You Assign This Policy?

During your lifetime, you may assign your interest in this Policy (Non-Qualified Plan policies only). If you do this, your interest, and the interest of any Beneficiary, is subject to that of the assignee. As Owner, you retain any rights of ownership that have not been assigned.

An assignment or transfer may have adverse tax consequences to you; please consult with your tax advisor.

6.8 How Do You Assign This Policy?

You must provide us with a copy of any assignment of this Policy. We will not be responsible for the validity of any assignment. Any assignment, unless otherwise specified in the assignment by you, shall take effect as of the date the assignment is signed, subject to any payment we make or other action we took before receipt of the assignment.

6.9 May The Assignee Change The Owner, Annuitant, Or Beneficiary?

An assignee may not change the Owner, the Annuitant, or the Beneficiary. The assignee may not elect an alternate Income Payment option. Any amount payable to the assignee will be paid in a single sum.

6.10 Are The Payments Made Under This Policy Protected Against Creditors?

Except as stated in Section 6.7, payments we make under this Policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditors.

6.11 How Should A Premium Payment For This Policy Be Made?

Any Premium Payment made to us by check or money order must be payable to New York Life Insurance and Annuity Corporation or NYLIAC. Upon request, we will give you a receipt, signed by our Agent, for any premium paid to us.

6.12 How Is The Guaranteed Accumulation Value Calculated?

The guaranteed Accumulation Value in this Policy is based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate, as shown on the Policy Data Page. This value will never be less than the Nonforfeiture Value.

6.13 Is This Policy Subject To Conformity With Any Law?

This Policy is subject to all laws that apply. Any paid-up annuity, cash surrender or death benefits available under this Policy are not less than the minimum benefits required by any regulation or statute of the state in which this Policy is issued.

6.14 Are Dividends Payable Under This Policy?

This is a non-participating Policy. Therefore, no dividends are payable.

New York Life Insurance and Annuity Corporation

A Stock Company Incorporated in Delaware

Home Office – [200 Continental Drive Suite 306
Newark, DE 19713]

Executive Office – [51 Madison Avenue
New York, NY 10010]

Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

Specimen