

SERFF Tracking Number: NYLA-126958768 State: Arkansas
 Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 47624
 Company Tracking Number: 210-P111
 TOI: A02I Individual Annuities- Deferred Non- Variable Sub-TOI: A02I.003 Single Premium
 Product Name: New York Life Secure Term MVA
 Project Name/Number: New York Life Secure Term MVA/210-P111

Filing at a Glance

Company: New York Life Insurance and Annuity Corporation

Product Name: New York Life Secure Term MVA SERFF Tr Num: NYLA-126958768 State: Arkansas

TOI: A02I Individual Annuities- Deferred Non- Variable SERFF Status: Closed-Approved- Closed State Tr Num: 47624

Sub-TOI: A02I.003 Single Premium Co Tr Num: 210-P111 State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird

Authors: Susan Britton, April Rodriguez Disposition Date: 01/12/2011

Date Submitted: 12/31/2010 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: New York Life Secure Term MVA

Project Number: 210-P111

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Deemer Date:

Submitted By: April Rodriguez

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 01/12/2011

State Status Changed: 01/12/2011

Created By: April Rodriguez

Corresponding Filing Tracking Number: 210-P111

Filing Description:

This filing is for three new individual single premium deferred fixed annuity policies with a Market Value Adjustment and three new applications.

Company and Contact

SERFF Tracking Number: NYLA-126958768 State: Arkansas
Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 47624
Company Tracking Number: 210-P111
TOI: A02I Individual Annuities- Deferred Non-Variable Sub-TOI: A02I.003 Single Premium
Product Name: New York Life Secure Term MVA
Project Name/Number: New York Life Secure Term MVA/210-P111

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/12/2011	01/12/2011

SERFF Tracking Number: NYLA-126958768 State: Arkansas
 Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 47624
 Company Tracking Number: 210-P111
 TOI: A02I Individual Annuities- Deferred Non-Variable Sub-TOI: A02I.003 Single Premium
 Product Name: New York Life Secure Term MVA
 Project Name/Number: New York Life Secure Term MVA/210-P111

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Yes	Yes
Supporting Document	Application	No	No
Supporting Document	Life & Annuity - Acturial Memo	No	No
Supporting Document	Certification of Compliance	Yes	Yes
Supporting Document	Cover Letter	Yes	Yes
Supporting Document	Statements of Variability	Yes	Yes
Form	Single Premium Deferred Fixed Annuity Policy	Yes	Yes
Form	Single Premium Deferred Fixed Annuity Policy	Yes	Yes
Form	Single Premium Deferred Fixed Annuity Policy	Yes	Yes
Form	Deferred Fixed Annuity Application	Yes	Yes
Form	Deferred Fixed Annuity Application	Yes	Yes
Form	Deferred Fixed Annuity Application	Yes	Yes

SERFF Tracking Number: NYLA-126958768 State: Arkansas
 Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 47624
 Company Tracking Number: 210-P111
 TOI: A02I Individual Annuities- Deferred Non- Variable Sub-TOI: A02I.003 Single Premium
 Product Name: New York Life Secure Term MVA
 Project Name/Number: New York Life Secure Term MVA/210-P111

Form Schedule

Lead Form Number: 210-P111

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	210-P111	Policy/Contract	Single Premium Deferred Fixed Annuity Policy Certificate: Amendment, Insert Page, Endorsement or Rider	Initial			Policy-210-P111.pdf
	210-P112	Policy/Contract	Single Premium Deferred Fixed Annuity Policy Certificate: Amendment, Insert Page, Endorsement or Rider	Initial			Policy-210-P112.pdf
	210-P113	Policy/Contract	Single Premium Deferred Fixed Annuity Policy Certificate: Amendment, Insert Page, Endorsement or Rider	Initial			Policy-210-P113.pdf
	210-A102 (02/2011)	Application/Enrollment	Deferred Fixed Annuity Application	Initial			Application 210-A102

[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.

REPORT TO OWNER At least once each Policy Year, NYLIAC 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.

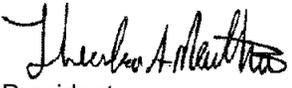
ANNUITY BENEFIT On the Annuity Commencement Date, the Accumulation Value will be applied to provide periodic Income Payments, as stated in the Annuity Benefit section.

The Issue Date is shown on the Policy Data Page.

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.

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

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.

[
President

[
Secretary

[New York Life Secure Term MVA Fixed Annuity]
Individual Single Premium Deferred Fixed Annuity with a Market Value Adjustment
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 contains a Market Value Adjustment formula that is effective during the Surrender Charge period. This feature may result in a positive or negative adjustment to Partial Withdrawals, full surrender benefits, or the remaining Accumulation Value in the Policy after a Partial Withdrawal.

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. Please Read This Policy Carefully. It is a legal contract between the Owner and the Corporation.

SPECIMEN COPY

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 -- [February 1, 2011]
Owner -- [John Doe]
Plan -- [Non-Qualified]

Premium Payment: \$[5,000.00]
Initial Interest Rate Guarantee Period Ending On: [January 31, 2019]
Renewal Interest Rate Guarantee Period [Annually]

ANNUITY COMMENCEMENT DATE: [February 1, 2066]

Initial Interest Rate: [2.0%] (Effective annual yield)
Guaranteed Minimum Interest Rate: [1.0%] (Effective annual yield)

Nonforfeiture Rate: [1.0%]

Minimum Partial Withdrawal Amount: \$ [100.00]

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

SURRENDER CHARGES:

SURRENDER CHARGE SCHEDULE

POLICY YEAR	PERCENTAGE	POLICY YEAR	PERCENTAGE
[1	7%	5	5%
2	7%	6	4%
3	7%	7	3%
4	6%	8	2%
		9+	0%

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.

POLICY DATA PAGE

(Page 2 Continued)

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.

MARKET VALUE ADJUSTMENT (“MVA”)

MVA Index: [The U.S. Treasury Constant Maturity Rate (CMT) and Barclays U.S. Corporate Index]

The formula that determines the MVA is calculated as follows:

The MVA is equal to A x B where A is the Partial Withdrawal/full surrender subject to a Surrender Charge, and B is the MVA factor below.

MVA Factor

$$B = \left[\frac{(1 + CMT_i + OAS_i)^t}{(1 + CMT_j + OAS_j)^t} \right] - 1$$

CMT_i = CMT for initial Interest Rate Guarantee Period at Policy Date

CMT_j = CMT for remainder of the initial Interest Rate Guarantee Period at Partial Withdrawal/full surrender

OAS_i = Barclays U.S. Corporate Index for Initial Interest Rate Guarantee Period at Policy Date

OAS_j = Barclays U.S. Corporate Index for remainder of the initial Interest Rate Guarantee Period at Partial Withdrawal/full surrender

t = number of months (rounded down to the nearest whole number of months) remaining in the initial Interest Rate Guarantee Period at Partial Withdrawal/full surrender.

CMT rates used in calculating the Market Value Adjustment will be based on the published rates for the appropriate U.S. Treasury Constant Maturity Treasury Series* as of one day prior to the Policy Date (CMT_i) and the Partial Withdrawal/full surrender date (CMT_j). Since CMT rates are currently only available for the following periods: 1 month, 3 months, 6 months, 1 year, 2 years, 3 years, 5 years, 7 years, 10 years, 20 years, and 30 years, linear interpolation will be used to determine applicable CMT rates that do not correspond exactly to the CMT periods published by the U.S. Treasury Department. For periods where a CMT rate is not available, interpolated rates will be calculated based on the rates published for the next longer and next shorter CMT periods.

The Option Adjusted Spread (OAS) rates used in calculating the Market Value Adjustment are based on the appropriate Barclays U.S. Corporate Index* as of one day prior to the Policy Date (OAS_i) and the Partial Withdrawal/full surrender date (OAS_j). OAS_i and OAS_j are matched to the Barclays U.S. Corporate Index that corresponds to the applicable period below (Initial Interest Rate Guarantee Period at Policy Date or the remainder of the Initial Interest Rate Guarantee Period at Partial Withdrawal/full surrender).

Initial Interest Rate Guarantee Period at Policy Date or Remainder of the Initial Interest Rate Guarantee Period at Partial Withdrawal/Full Surrender

Less than 3 years

At least 3 years but less than 5 years

At least 5 years but less than 7 years

At least 7 years but less than 8 years

Applicable

Barclays U.S. Corporate Index

U.S. Corporate 1 to 3 year

U.S. Corporate 3 to 5 year

U.S. Corporate 5 to 7 year

U.S. Corporate 7 to 10 year

**The rate used will be the rate published at the end of the day. If no rate is published on the day immediately preceding the applicable Policy Date or Partial Withdrawal/full surrender date, the rate used will be the end-of-day rate published as of the most recent date preceding the applicable Policy Date or Partial Withdrawal/full surrender date. All rates will be rounded to the nearest two decimal points (for example, a rate of 1.234% would be rounded to 1.23%).*

POLICY DATA PAGE

(Page 2 Continued)

***MVA Limit:** The MVA is limited to a maximum adjustment. The limit is determined using the formula displayed below. The result of the formula represents both a positive and negative limit. If the MVA is positive, the limit represents the maximum positive adjustment. If the MVA is negative, the limit represents the maximum negative adjustment.

$$\text{Maximum MVA} = (A) \times \left[1 - \frac{(1+r)^{n/12}}{(1+i)^{n/12}} \right]$$

Where:

r = guaranteed minimum interest rate

i = initial interest rate

n = the number of months (rounded down to the nearest whole number of months) that have elapsed since the Policy Date.

A = The amount of the Partial Withdrawal/full surrender subject to a Surrender Charge

*The MVA Limit guarantees that for any withdrawal:

Any MVA, whether positive or negative, will never be greater than the difference between the Premium Payment with interest credited at the Initial Interest Rate, and the Premium Payment with interest credited at the Guaranteed Minimum Interest Rate. Both of these rates are shown on the Policy Data Page.

ENHANCED DEATH BENEFIT:

Maximum Enhanced Death Benefit Rate:

100% of Adjusted Premium Payment

Guaranteed Enhanced Death Benefit Rate:

40% of Adjusted Accumulation Value

[RIDERS [AND ENDORSEMENTS] ATTACHED TO THIS POLICY ON THE POLICY DATE:]

Living Needs Benefit/Unemployment Benefit Rider

Home Health Care Rider

[Enhanced Beneficiary Benefit Rider]

[Enhanced Spousal Continuance Rider]

ISSUE DATE: [February 2, 2011]

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.

CONTENTS

	Page
DEFINITIONS	5
SECTION ONE - ANNUITY BENEFIT.....	7
1.1 When Will Income Payments Begin?	7
1.2 May The Annuity Commencement Date Be Changed?	7
1.3 How Are Income Payment Amounts Determined?	7
1.4 How Are Income Payments Made?	7
1.5 Are There Other Methods Of Income Payments?	7
SECTION TWO - OWNER, ANNUITANT, BENEFICIARY	8
2.1 What Are The Rights Of Ownership?	8
2.2 May The Owner Be Different From The Annuitant?	8
2.3 How Do You Change The Owner Of This Policy?	8
2.4 May More Than One Beneficiary Be Named?	8
2.5 How Do You Change A Beneficiary Of This Policy?	8
2.6 What Happens If The Annuitant Dies Before The Annuity Commencement Date?	8
2.7 What Happens If The Annuitant Dies After The Annuity Commencement Date?	8
2.8 What Happens If You Die Before The Annuity Commencement Date?	8
2.9 What Happens If You Die After The Annuity Commencement Date?	9
2.10 When Will We Process A Request For Payment Of The Death Benefit?	9
2.11 Does A Beneficiary Have To Accept The Death Benefit Of This Policy At Your Death?	9
2.12 What Happens If A Beneficiary Who Is Receiving Income Payments Dies?	9
2.13 What Happens If No Beneficiary Survives You?	9
2.14 What Happens If Your Spouse Is The Beneficiary?	9
SECTION THREE - PREMIUM PAYMENTS.....	9
3.1 What Is The Premium Payment?	9
3.2 Can Additional Premium Payments Be Made?	9
3.3 When Is A Premium Payment Credited To The Policy?	9
SECTION FOUR - ACCUMULATION VALUE.....	10
4.1 How Is The Initial Interest Rate Credited To This Policy?	10
4.2 How Is The Accumulation Value Calculated?	10
4.3 How Is The Guaranteed Accumulation Value Calculated?	10
SECTION FIVE - WITHDRAWALS, CHARGES, DEDUCTIONS	10
5.1 Can You Make Partial Withdrawals From This Policy?	10
5.2 Can You Surrender This Policy?	10
5.3 May We Defer A Partial Withdrawal Or Surrender Payment?	10
5.4 Are Surrender Charges Applied To This Policy?	10
5.5 When Will Surrender Charges Be Waived And The MVA Not Apply?	10
5.6 Are State Premium Taxes Deducted From Your Policy?	11
5.7 May The Corporation Terminate This Policy?	11
SECTION SIX - MARKET VALUE ADJUSTMENT.....	11
6.1 How Is The Market Value Adjustment Calculated?	11
6.2 When Will A Market Value Adjustment Be Applied?	11
6.3 What Happens If An Index In The MVA Formula Is Discontinued Or The Calculation Of An Index Changes?	11

SECTION SEVEN - GENERAL PROVISIONS	11
7.1 What Constitutes The Entire Contract?.....	11
7.2 How Important Is The Information You Provided For This Policy?.....	11
7.3 Will We Be Able To Contest This Policy?.....	12
7.4 How Are The Dates Referred To In This Policy Measured?	12
7.5 How Is A Person's Age Calculated For The Purpose Of This Policy?	12
7.6 What Happens If In This Policy A Person's Age Or Sex Is Stated Incorrectly?	12
7.7 May You Assign This Policy?	12
7.8 How Do You Assign This Policy?	12
7.9 May The Assignee Change The Owner, Annuitant, Or Beneficiary?	12
7.10 Are The Payments Made Under This Policy Protected Against Creditors?	12
7.11 Is This Policy Subject To Conformity With Any Law?	12
7.12 Are Dividends Payable Under This Policy?	12

RIDERS AND ENDORSEMENTS (if any) Attached to the Policy

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, plus or minus any MVA previously applied. 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 Income Payments under this Policy are scheduled to begin. 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 greater 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, plus or minus any Market Value Adjustment; or
- b) the Nonforfeiture Value

INCOME PAYMENTS: Periodic payments NYLIAC makes to the Payee, on or 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.

MARKET VALUE ADJUSTMENT ("MVA"):

A positive or negative adjustment to:

- a) the amount of a Partial Withdrawal or full surrender benefit; or
- b) the remaining Accumulation Value in the Policy after a Partial Withdrawal.

MVA INDEX: The indexes that are components of the Market Value Adjustment factor in the Market

Value Adjustment formula. The MVA Index is shown on the Policy Data Page.

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?

Income Payments are scheduled to begin 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. Income Payments will be made 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 percent (1.0%).

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	\$3.39	\$3.08	81	\$6.65	\$6.28
61	3.49	3.16	82	6.84	6.51
62	3.59	3.25	83	7.03	6.72
63	3.70	3.35	84	7.21	6.94
64	3.81	3.45	85	7.39	7.15
65	3.94	3.55	86	7.56	7.35
66	4.06	3.67	87	7.73	7.54
67	4.20	3.79	88	7.88	7.72
68	4.34	3.91	89	8.02	7.89
69	4.49	4.05	90	8.16	8.04
70	4.64	4.19	91	8.28	8.18
71	4.80	4.34	92	8.38	8.30
72	4.96	4.50	93	8.47	8.41
73	5.13	4.67	94	8.54	8.50
74	5.31	4.85	95	8.60	8.57
75	5.49	5.03	96	8.65	8.62
76	5.67	5.22	97	8.69	8.67
77	5.86	5.43	98	8.71	8.70
78	6.06	5.63	99	8.73	8.72
79	6.25	5.85	100	8.74	8.74
80	6.45	6.06			

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. 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 and the first named living grantor will become the new Annuitant.

If the Owner is not a natural person, upon the death of the Annuitant, the Policy will end and we will pay the death benefit to the Beneficiary(ies) as provided in Section 2.11. 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, the Policy will end. 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, upon the death of a

grantor the Policy will end and we will pay the death benefit. 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 continue the Policy as the new Owner, 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 this 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 Initial Interest Rate 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, as shown on the Policy Data Page, will be the rate that we declare in advance and is in effect for the initial Interest Rate Guarantee Period. Each renewal Interest Rate Guarantee Period will be for the duration shown on the Policy Data Page. The renewal interest rate will be the rate we declare in advance and is in effect for the renewal Interest Rate Guarantee Period. 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 shown 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, plus or minus any MVA previously applied. The instances in which a Surrender Charge will be assessed and a MVA applied are explained in Sections Five and Six. Upon your request, we will inform you of the amount of Accumulation Value in this Policy.

4.3 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.

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 and MVA, exceeds the Accumulation Value, we will pay you the Accumulation Value less any Surrender Charge, plus or minus any MVA. We must receive your written request for a Partial Withdrawal at least thirty (30) days before the Annuity Commencement Date.

5.2 Can You Surrender This Policy?

You may surrender the Policy by providing us with a written surrender request before the Annuity Commencement Date. Upon surrender, you will receive the Accumulation Value, less any Surrender Charges, plus or minus any MVA. In no event will you receive less than the Guaranteed Cash Surrender Value.

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 from the time of the Partial Withdrawal or surrender request. The interest rate will not be less than required by law, and will be at least one percent (1.0%) per year.

5.4 Are Surrender Charges Applied To This Policy?

During the Surrender Charge period, as shown in the Surrender Charge schedule on the Policy Data Page, a Surrender Charge may be applied 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, prior to the application of the MVA. The Surrender Charge will apply only if the amount withdrawn or surrendered exceeds the amount described in the Annual Surrender Charge Free Amount(s) section on the Policy Data Page.

5.5 When Will Surrender Charges Be Waived And The MVA Not Apply?

Surrender Charges will be waived and the MVA will not apply:

- 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 the same Policy Year, all such withdrawals will be combined and a Surrender Charge and MVA 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) when exercising a rider or endorsement, attached to and made a part of this Policy, that provides for a waiver of Surrender Charges; or
- f) if we terminate this Policy as explained in Section 5.7.

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 Charge and MVA, 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 – MARKET VALUE ADJUSTMENT

6.1 How Is The Market Value Adjustment Calculated?

The MVA is calculated using the formula described on the Policy Data Page. The amount of the MVA is based on the amount withdrawn or surrendered, prior to the application of the Surrender Charge, and applied concurrently with the Surrender Charge. The MVA is subject to a maximum amount, either positive or negative, as described on the Policy Data Page.

6.2 When Will A Market Value Adjustment Be Applied?

Except as described in Section 5.5, the portion of a Partial Withdrawal or full surrender made during the

Surrender Charge period, in excess of the annual Surrender Charge free amount described on the Policy Data Page, will be subject to a MVA.

6.3 What Happens If An Index In The MVA Formula Is Discontinued Or The Calculation Of An Index Changes?

If one or more of the indexes that comprise the MVA Index is discontinued, or the calculation of an index changes, we may substitute a comparable index subject to any regulatory approval that may be required. We will notify you, or any assignee of record, before a substitute index is used.

SECTION SEVEN - GENERAL PROVISIONS

7.1 What Constitutes The Entire Contract?

The entire contract consists of this Policy, any attached riders, endorsements or amendments, 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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 one percent (1.0%) per year, credited or charged as applicable, from the date of the incorrect payment to the date the adjustment is made.

7.7 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.

7.8 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.

7.9 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.

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

Except as stated in Section 7.7, payments we make under this Policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditors.

7.11 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.

7.12 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]

Individual Single Premium Deferred Fixed Annuity with a Market Value Adjustment

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 COPY

[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.

REPORT TO OWNER At least once each Policy Year, NYLIAC 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.

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.

The Issue Date is shown on the Policy Data Page.

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.

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

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.

[
President

[
Secretary

[New York Life Secure Term MVA Fixed Annuity II]
Individual Single Premium Deferred Fixed Annuity with a Market Value Adjustment
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 contains a Market Value Adjustment formula that is effective during the Surrender Charge period. This feature may result in a positive or negative adjustment to Partial Withdrawals, full surrender benefits, or the remaining Accumulation Value in the Policy after a Partial Withdrawal.

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. Please Read This Policy Carefully. It is a legal contract between the Owner and the Corporation.

SPECIMEN COPY

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 -- [February 1, 2011]
Owner -- [John Doe]
Plan -- [Non-Qualified]

Premium Payment: \$[5,000.00]
Initial Interest Rate Guarantee Period Ending On: [January 31, 2019]
Renewal Interest Rate Guarantee Period [Annually]

ANNUITY COMMENCEMENT DATE: [February 1, 2066]

Initial Interest Rate: [2.0%] (Effective annual yield)
Guaranteed Minimum Interest Rate: [1.0%] (Effective annual yield)

Nonforfeiture Rate: [1.0%]

Minimum Partial Withdrawal Amount: \$ [100.00]

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

SURRENDER CHARGES:

SURRENDER CHARGE SCHEDULE

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

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.

POLICY DATA PAGE

(Page 2 Continued)

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.

MARKET VALUE ADJUSTMENT (“MVA”)

MVA Index: [The U.S. Treasury Constant Maturity Rate (CMT) and Barclays U.S. Corporate Index]

The formula that determines the MVA is calculated as follows:

The MVA is equal to A x B where A is the Partial Withdrawal/full surrender subject to a Surrender Charge, and B is the MVA factor below.

MVA Factor

$$B = \left[\frac{(1 + CMT_i + OAS_i)^t}{(1 + CMT_j + OAS_j)^t} - 1 \right]$$

CMT_i = CMT for initial Interest Rate Guarantee Period at Policy Date

CMT_j = CMT for remainder of the initial Interest Rate Guarantee Period at Partial Withdrawal/full surrender

OAS_i = Barclays U.S. Corporate Index for Initial Interest Rate Guarantee Period at Policy Date

OAS_j = Barclays U.S. Corporate Index for remainder of the initial Interest Rate Guarantee Period at Partial Withdrawal/full surrender

t = number of months (rounded down to the nearest whole number of months) remaining in the initial Interest Rate Guarantee Period at Partial Withdrawal/full surrender.

CMT rates used in calculating the Market Value Adjustment will be based on the published rates for the appropriate U.S. Treasury Constant Maturity Treasury Series* as of one day prior to the Policy Date (CMT_i) and the Partial Withdrawal/full surrender date (CMT_j). Since CMT rates are currently only available for the following periods: 1 month, 3 months, 6 months, 1 year, 2 years, 3 years, 5 years, 7 years, 10 years, 20 years, and 30 years, linear interpolation will be used to determine applicable CMT rates that do not correspond exactly to the CMT periods published by the U.S. Treasury Department. For periods where a CMT rate is not available, interpolated rates will be calculated based on the rates published for the next longer and next shorter CMT periods.

The Option Adjusted Spread (OAS) rates used in calculating the Market Value Adjustment are based on the appropriate Barclays U.S. Corporate Index* as of one day prior to the Policy Date (OAS_i) and the Partial Withdrawal/full surrender date (OAS_j). OAS_i and OAS_j are matched to the Barclays U.S. Corporate Index that corresponds to the applicable period below (Initial Interest Rate Guarantee Period at Policy Date or the remainder of the Initial Interest Rate Guarantee Period at Partial Withdrawal/full surrender).

Initial Interest Rate Guarantee Period at Policy Date or Remainder of the Initial Interest Rate Guarantee Period at Partial Withdrawal/Full Surrender

Less than 3 years

At least 3 years but less than 5 years

At least 5 years but less than 7 years

At least 7 years but less than 8 years

Applicable

Barclays U.S. Corporate Index

U.S. Corporate 1 to 3 year

U.S. Corporate 3 to 5 year

U.S. Corporate 5 to 7 year

U.S. Corporate 7 to 10 year

**The rate used will be the rate published at the end of the day. If no rate is published on the day immediately preceding the applicable Policy Date or Partial Withdrawal/full surrender date, the rate used will be the end-of-day rate published as of the most recent date preceding the applicable Policy Date or Partial Withdrawal/full surrender date. All rates will be rounded to the nearest two decimal points (for example, a rate of 1.234% would be rounded to 1.23%).*

POLICY DATA PAGE

(Page 2 Continued)

***MVA Limit:** The MVA is limited to a maximum adjustment. The limit is determined using the formula displayed below. The result of the formula represents both a positive and negative limit. If the MVA is positive, the limit represents the maximum positive adjustment. If the MVA is negative, the limit represents the maximum negative adjustment.

$$\text{Maximum MVA} = (A) \times \left[1 - \frac{(1+r)^{n/12}}{(1+i)^{n/12}} \right]$$

Where:

r = guaranteed minimum interest rate

i = initial interest rate

n = the number of months (rounded down to the nearest whole number of months) that have elapsed since the Policy Date.

A = The amount of the Partial Withdrawal/full surrender subject to a Surrender Charge

*The MVA Limit guarantees that for any withdrawal:

Any MVA, whether positive or negative, will never be greater than the difference between the Premium Payment with interest credited at the Initial Interest Rate, and the Premium Payment with interest credited at the Guaranteed Minimum Interest Rate. Both of these rates are shown on the Policy Data Page.

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

[RIDERS [AND ENDORSEMENTS] ATTACHED TO THIS POLICY ON THE POLICY DATE:]

Living Needs Benefit/Unemployment Benefit Rider

Home Health Care Rider

[Enhanced Beneficiary Benefit Rider]

[Enhanced Spousal Continuance Rider]

ISSUE DATE: [February 2, 2011]

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.

CONTENTS

	Page
DEFINITIONS	5
SECTION ONE - ANNUITY BENEFIT.....	7
1.1 When Will Income Payments Begin?	7
1.2 May The Annuity Commencement Date Be Changed?	7
1.3 How Are Income Payment Amounts Determined?	7
1.4 How Are Income Payments Made?	7
1.5 Are There Other Methods Of Income Payments?	7
SECTION TWO - OWNER, ANNUITANT, BENEFICIARY	8
2.1 What Are The Rights Of Ownership?	8
2.2 May The Owner Be Different From The Annuitant?	8
2.3 How Do You Change The Owner Of This Policy?	8
2.4 May More Than One Beneficiary Be Named?	8
2.5 How Do You Change A Beneficiary Of This Policy?	8
2.6 What Happens If The Annuitant Dies Before The Annuity Commencement Date?	8
2.7 What Happens If The Annuitant Dies After The Annuity Commencement Date?	8
2.8 What Happens If You Die Before The Annuity Commencement Date?	8
2.9 What Happens If You Die After The Annuity Commencement Date?	9
2.10 When Will We Process A Request For Payment Of The Death Benefit?	9
2.11 Does A Beneficiary Have To Accept The Death Benefit Of This Policy At Your Death?	9
2.12 What Happens If A Beneficiary Who Is Receiving Income Payments Dies?	9
2.13 What Happens If No Beneficiary Survives You?	9
2.14 What Happens If Your Spouse Is The Beneficiary?	9
SECTION THREE - PREMIUM PAYMENTS.....	9
3.1 What Is The Premium Payment?	9
3.2 Can Additional Premium Payments Be Made?	9
3.3 When Is A Premium Payment Credited To The Policy?	9
SECTION FOUR - ACCUMULATION VALUE.....	10
4.1 How Is The Initial Interest Rate Credited To This Policy?	10
4.2 How Is The Accumulation Value Calculated?	10
4.3 How Is The Guaranteed Accumulation Value Calculated?	10
SECTION FIVE - WITHDRAWALS, CHARGES, DEDUCTIONS	10
5.1 Can You Make Partial Withdrawals From This Policy?	10
5.2 Can You Surrender This Policy?	10
5.3 May We Defer A Partial Withdrawal Or Surrender Payment?	10
5.4 Are Surrender Charges Applied To This Policy?	10
5.5 When Will Surrender Charges Be Waived And The MVA Not Apply?	10
5.6 Are State Premium Taxes Deducted From Your Policy?	11
5.7 May The Corporation Terminate This Policy?	11
SECTION SIX - MARKET VALUE ADJUSTMENT.....	11
6.1 How Is The Market Value Adjustment Calculated?	11
6.2 When Will A Market Value Adjustment Be Applied?	11
6.3 What Happens If An Index In The MVA Formula Is Discontinued Or The Calculation Of An Index Changes?	11

SECTION SEVEN - GENERAL PROVISIONS	11
7.1 What Constitutes The Entire Contract?.....	11
7.2 How Important Is The Information You Provided For This Policy?.....	11
7.3 Will We Be Able To Contest This Policy?.....	12
7.4 How Are The Dates Referred To In This Policy Measured?	12
7.5 How Is A Person's Age Calculated For The Purpose Of This Policy?	12
7.6 What Happens If In This Policy A Person's Age Or Sex Is Stated Incorrectly?	12
7.7 May You Assign This Policy?	12
7.8 How Do You Assign This Policy?	12
7.9 May The Assignee Change The Owner, Annuitant, Or Beneficiary?	12
7.10 Are The Payments Made Under This Policy Protected Against Creditors?	12
7.11 Is This Policy Subject To Conformity With Any Law?	12
7.12 Are Dividends Payable Under This Policy?	12

RIDERS AND ENDORSEMENTS (if any) Attached to the Policy

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, plus or minus any MVA previously applied. 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 Income Payments under this Policy are scheduled to begin. 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 greater 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, plus or minus any Market Value Adjustment; or
- b) the Nonforfeiture Value

INCOME PAYMENTS: Periodic payments NYLIAC makes to the Payee, on or 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.

MARKET VALUE ADJUSTMENT ("MVA"):

A positive or negative adjustment to:

- a) the amount of a Partial Withdrawal or full surrender benefit; or
- b) the remaining Accumulation Value in the Policy after a Partial Withdrawal.

MVA INDEX: The indexes that are components of the Market Value Adjustment factor in the Market

Value Adjustment formula. The MVA Index is shown on the Policy Data Page.

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?

Income Payments are scheduled to begin 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. Income Payments will be made 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 percent (1.0%).

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	\$3.39	\$3.08	81	\$6.65	\$6.28
61	3.49	3.16	82	6.84	6.51
62	3.59	3.25	83	7.03	6.72
63	3.70	3.35	84	7.21	6.94
64	3.81	3.45	85	7.39	7.15
65	3.94	3.55	86	7.56	7.35
66	4.06	3.67	87	7.73	7.54
67	4.20	3.79	88	7.88	7.72
68	4.34	3.91	89	8.02	7.89
69	4.49	4.05	90	8.16	8.04
70	4.64	4.19	91	8.28	8.18
71	4.80	4.34	92	8.38	8.30
72	4.96	4.50	93	8.47	8.41
73	5.13	4.67	94	8.54	8.50
74	5.31	4.85	95	8.60	8.57
75	5.49	5.03	96	8.65	8.62
76	5.67	5.22	97	8.69	8.67
77	5.86	5.43	98	8.71	8.70
78	6.06	5.63	99	8.73	8.72
79	6.25	5.85	100	8.74	8.74
80	6.45	6.06			

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. 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 and the first named living grantor will become the new Annuitant.

If the Owner is not a natural person, upon the death of the Annuitant, the Policy will end and we will pay the death benefit to the Beneficiary(ies) as provided in Section 2.11. 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, the Policy will end. 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, upon the death of a

grantor the Policy will end and we will pay the death benefit. 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 continue the Policy as the new Owner, 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 this 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 Initial Interest Rate 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, as shown on the Policy Data Page, will be the rate that we declare in advance and is in effect for the initial Interest Rate Guarantee Period. Each renewal Interest Rate Guarantee Period will be for the duration shown on the Policy Data Page. The renewal interest rate will be the rate we declare in advance and is in effect for the renewal Interest Rate Guarantee Period. 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 shown 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, plus or minus any MVA previously applied. The instances in which a Surrender Charge will be assessed and a MVA applied are explained in Sections Five and Six. Upon your request, we will inform you of the amount of Accumulation Value in this Policy.

4.3 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.

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 and MVA, exceeds the Accumulation Value, we will pay you the Accumulation Value less any Surrender Charge, plus or minus any MVA. We must receive your written request for a Partial Withdrawal at least thirty (30) days before the Annuity Commencement Date.

5.2 Can You Surrender This Policy?

You may surrender the Policy by providing us with a written surrender request before the Annuity Commencement Date. Upon surrender, you will receive the Accumulation Value, less any Surrender Charges, plus or minus any MVA. In no event will you receive less than the Guaranteed Cash Surrender Value.

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 from the time of the Partial Withdrawal or surrender request. The interest rate will not be less than required by law, and will be at least one percent (1.0%) per year.

5.4 Are Surrender Charges Applied To This Policy?

During the Surrender Charge period, as shown in the Surrender Charge schedule on the Policy Data Page, a Surrender Charge may be applied 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, prior to the application of the MVA. The Surrender Charge will apply only if the amount withdrawn or surrendered exceeds the amount described in the Annual Surrender Charge Free Amount(s) section on the Policy Data Page.

5.5 When Will Surrender Charges Be Waived And The MVA Not Apply?

Surrender Charges will be waived and the MVA will not apply:

- 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 the same Policy Year, all such withdrawals will be combined and a Surrender Charge and MVA 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) when exercising a rider or endorsement, attached to and made a part of this Policy, that provides for a waiver of Surrender Charges; or
- f) if we terminate this Policy as explained in Section 5.7.

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 Charge and MVA, 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 – MARKET VALUE ADJUSTMENT

6.1 How Is The Market Value Adjustment Calculated?

The MVA is calculated using the formula described on the Policy Data Page. The amount of the MVA is based on the amount withdrawn or surrendered, prior to the application of the Surrender Charge, and applied concurrently with the Surrender Charge. The MVA is subject to a maximum amount, either positive or negative, as described on the Policy Data Page.

6.2 When Will A Market Value Adjustment Be Applied?

Except as described in Section 5.5, the portion of a Partial Withdrawal or full surrender made during the

Surrender Charge period, in excess of the annual Surrender Charge free amount described on the Policy Data Page, will be subject to a MVA.

6.3 What Happens If An Index In The MVA Formula Is Discontinued Or The Calculation Of An Index Changes?

If one or more of the indexes that comprise the MVA Index is discontinued, or the calculation of an index changes, we may substitute a comparable index subject to any regulatory approval that may be required. We will notify you, or any assignee of record, before a substitute index is used.

SECTION SEVEN - GENERAL PROVISIONS

7.1 What Constitutes The Entire Contract?

The entire contract consists of this Policy, any attached riders, endorsements or amendments, 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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 one percent (1.0%) per year, credited or charged as applicable, from the date of the incorrect payment to the date the adjustment is made.

7.7 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.

7.8 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.

7.9 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.

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

Except as stated in Section 7.7, payments we make under this Policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditors.

7.11 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.

7.12 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]

Individual Single Premium Deferred Fixed Annuity with a Market Value Adjustment

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 COPY

[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.

REPORT TO OWNER At least once each Policy Year, NYLIAC 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.

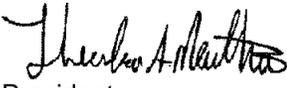
ANNUITY BENEFIT On the Annuity Commencement Date, the Accumulation Value will be applied to provide periodic Income Payments, as stated in the Annuity Benefit section.

The Issue Date is shown on the Policy Data Page.

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.

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

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.

[
President

[
Secretary

[New York Life Secure Term MVA Fixed Annuity III]
Individual Single Premium Deferred Fixed Annuity with a Market Value Adjustment
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 contains a Market Value Adjustment formula that is effective during the Surrender Charge period. This feature may result in a positive or negative adjustment to Partial Withdrawals, full surrender benefits, or the remaining Accumulation Value in the Policy after a Partial Withdrawal.

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. Please Read This Policy Carefully. It is a legal contract between the Owner and the Corporation.

SPECIMEN COPY

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 -- [February 1, 2011]
Owner -- [John Doe]
Plan -- [Non-Qualified]

Premium Payment: \$[5,000.00]
Initial Interest Rate Guarantee Period Ending On: [January 31, 2019]
Renewal Interest Rate Guarantee Period [Annually]

ANNUITY COMMENCEMENT DATE: [February 1, 2066]

Initial Interest Rate: [2.0%] (Effective annual yield)
Guaranteed Minimum Interest Rate: [1.0%] (Effective annual yield)

Nonforfeiture Rate: [1.0%]

Minimum Partial Withdrawal Amount: \$ [100.00]

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

SURRENDER CHARGES:

SURRENDER CHARGE SCHEDULE

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

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.

POLICY DATA PAGE

(Page 2 Continued)

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.

MARKET VALUE ADJUSTMENT (“MVA”)

MVA Index: [The U.S. Treasury Constant Maturity Rate (CMT) and Barclays U.S. Corporate Index]

The formula that determines the MVA is calculated as follows:

The MVA is equal to A x B where A is the Partial Withdrawal/full surrender subject to a Surrender Charge, and B is the MVA factor below.

MVA Factor

$$B = \left[\frac{(1 + CMT_i + OAS_i)^t}{(1 + CMT_j + OAS_j)^t} \right] - 1$$

CMT_i = CMT for initial Interest Rate Guarantee Period at Policy Date

CMT_j = CMT for remainder of the initial Interest Rate Guarantee Period at Partial Withdrawal/full surrender

OAS_i = Barclays U.S. Corporate Index for Initial Interest Rate Guarantee Period at Policy Date

OAS_j = Barclays U.S. Corporate Index for remainder of the initial Interest Rate Guarantee Period at Partial Withdrawal/full surrender

t = number of months (rounded down to the nearest whole number of months) remaining in the initial Interest Rate Guarantee Period at Partial Withdrawal/full surrender.

CMT rates used in calculating the Market Value Adjustment will be based on the published rates for the appropriate U.S. Treasury Constant Maturity Treasury Series* as of one day prior to the Policy Date (CMT_i) and the Partial Withdrawal/full surrender date (CMT_j). Since CMT rates are currently only available for the following periods: 1 month, 3 months, 6 months, 1 year, 2 years, 3 years, 5 years, 7 years, 10 years, 20 years, and 30 years, linear interpolation will be used to determine applicable CMT rates that do not correspond exactly to the CMT periods published by the U.S. Treasury Department. For periods where a CMT rate is not available, interpolated rates will be calculated based on the rates published for the next longer and next shorter CMT periods.

The Option Adjusted Spread (OAS) rates used in calculating the Market Value Adjustment are based on the appropriate Barclays U.S. Corporate Index* as of one day prior to the Policy Date (OAS_i) and the Partial Withdrawal/full surrender date (OAS_j). OAS_i and OAS_j are matched to the Barclays U.S. Corporate Index that corresponds to the applicable period below (Initial Interest Rate Guarantee Period at Policy Date or the remainder of the Initial Interest Rate Guarantee Period at Partial Withdrawal/full surrender).

Initial Interest Rate Guarantee Period at Policy Date or Remainder of the Initial Interest Rate Guarantee Period at Partial Withdrawal/Full Surrender

Less than 3 years

At least 3 years but less than 5 years

At least 5 years but less than 7 years

At least 7 years but less than 8 years

Applicable

Barclays U.S. Corporate Index

U.S. Corporate 1 to 3 year

U.S. Corporate 3 to 5 year

U.S. Corporate 5 to 7 year

U.S. Corporate 7 to 10 year

**The rate used will be the rate published at the end of the day. If no rate is published on the day immediately preceding the applicable Policy Date or Partial Withdrawal/full surrender date, the rate used will be the end-of-day rate published as of the most recent date preceding the applicable Policy Date or Partial Withdrawal/full surrender date. All rates will be rounded to the nearest two decimal points (for example, a rate of 1.234% would be rounded to 1.23%).*

POLICY DATA PAGE

(Page 2 Continued)

***MVA Limit:** The MVA is limited to a maximum adjustment. The limit is determined using the formula displayed below. The result of the formula represents both a positive and negative limit. If the MVA is positive, the limit represents the maximum positive adjustment. If the MVA is negative, the limit represents the maximum negative adjustment.

$$\text{Maximum MVA} = (A) \times \left[1 - \frac{(1+r)^{n/12}}{(1+i)^{n/12}} \right]$$

Where:

r = guaranteed minimum interest rate

i = initial interest rate

n = the number of months (rounded down to the nearest whole number of months) that have elapsed since the Policy Date.

A = The amount of the Partial Withdrawal/full surrender subject to a Surrender Charge

*The MVA Limit guarantees that for any withdrawal:

Any MVA, whether positive or negative, will never be greater than the difference between the Premium Payment with interest credited at the Initial Interest Rate, and the Premium Payment with interest credited at the Guaranteed Minimum Interest Rate. Both of these rates are shown on the Policy Data Page.

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

[RIDERS [AND ENDORSEMENTS] ATTACHED TO THIS POLICY ON THE POLICY DATE:]

Living Needs Benefit/Unemployment Benefit Rider

Home Health Care Rider

[Enhanced Beneficiary Benefit Rider]

[Enhanced Spousal Continuance Rider]

ISSUE DATE: [February 2, 2011]

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.

CONTENTS

	Page
DEFINITIONS	5
SECTION ONE - ANNUITY BENEFIT.....	7
1.1 When Will Income Payments Begin?	7
1.2 May The Annuity Commencement Date Be Changed?	7
1.3 How Are Income Payment Amounts Determined?	7
1.4 How Are Income Payments Made?	7
1.5 Are There Other Methods Of Income Payments?	7
SECTION TWO - OWNER, ANNUITANT, BENEFICIARY	8
2.1 What Are The Rights Of Ownership?	8
2.2 May The Owner Be Different From The Annuitant?	8
2.3 How Do You Change The Owner Of This Policy?	8
2.4 May More Than One Beneficiary Be Named?	8
2.5 How Do You Change A Beneficiary Of This Policy?	8
2.6 What Happens If The Annuitant Dies Before The Annuity Commencement Date?	8
2.7 What Happens If The Annuitant Dies After The Annuity Commencement Date?	8
2.8 What Happens If You Die Before The Annuity Commencement Date?	8
2.9 What Happens If You Die After The Annuity Commencement Date?	9
2.10 When Will We Process A Request For Payment Of The Death Benefit?	9
2.11 Does A Beneficiary Have To Accept The Death Benefit Of This Policy At Your Death?	9
2.12 What Happens If A Beneficiary Who Is Receiving Income Payments Dies?	9
2.13 What Happens If No Beneficiary Survives You?	9
2.14 What Happens If Your Spouse Is The Beneficiary?	9
SECTION THREE - PREMIUM PAYMENTS.....	9
3.1 What Is The Premium Payment?	9
3.2 Can Additional Premium Payments Be Made?	9
3.3 When Is A Premium Payment Credited To The Policy?	9
SECTION FOUR - ACCUMULATION VALUE.....	10
4.1 How Is The Initial Interest Rate Credited To This Policy?	10
4.2 How Is The Accumulation Value Calculated?	10
4.3 How Is The Guaranteed Accumulation Value Calculated?	10
SECTION FIVE - WITHDRAWALS, CHARGES, DEDUCTIONS	10
5.1 Can You Make Partial Withdrawals From This Policy?	10
5.2 Can You Surrender This Policy?	10
5.3 May We Defer A Partial Withdrawal Or Surrender Payment?	10
5.4 Are Surrender Charges Applied To This Policy?	10
5.5 When Will Surrender Charges Be Waived And The MVA Not Apply?	10
5.6 Are State Premium Taxes Deducted From Your Policy?	11
5.7 May The Corporation Terminate This Policy?	11
SECTION SIX - MARKET VALUE ADJUSTMENT.....	11
6.1 How Is The Market Value Adjustment Calculated?	11
6.2 When Will A Market Value Adjustment Be Applied?	11
6.3 What Happens If An Index In The MVA Formula Is Discontinued Or The Calculation Of An Index Changes?	11

SECTION SEVEN - GENERAL PROVISIONS	11
7.1 What Constitutes The Entire Contract?.....	11
7.2 How Important Is The Information You Provided For This Policy?.....	11
7.3 Will We Be Able To Contest This Policy?.....	12
7.4 How Are The Dates Referred To In This Policy Measured?	12
7.5 How Is A Person’s Age Calculated For The Purpose Of This Policy?	12
7.6 What Happens If In This Policy A Person’s Age Or Sex Is Stated Incorrectly?	12
7.7 May You Assign This Policy?	12
7.8 How Do You Assign This Policy?	12
7.9 May The Assignee Change The Owner, Annuitant, Or Beneficiary?	12
7.10 Are The Payments Made Under This Policy Protected Against Creditors?	12
7.11 Is This Policy Subject To Conformity With Any Law?	12
7.12 Are Dividends Payable Under This Policy?	12

RIDERS AND ENDORSEMENTS (if any) Attached to the Policy

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, plus or minus any MVA previously applied. 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 Income Payments under this Policy are scheduled to begin. This date may not be earlier than the first Policy Anniversary or later than the Policy Anniversary following 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 greater 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, plus or minus any Market Value Adjustment; or
- b) the Nonforfeiture Value

INCOME PAYMENTS: Periodic payments NYLIAC makes to the Payee, on or 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.

MARKET VALUE ADJUSTMENT ("MVA"):

A positive or negative adjustment to:

- a) the amount of a Partial Withdrawal or full surrender benefit; or
- b) the remaining Accumulation Value in the Policy after a Partial Withdrawal.

MVA INDEX: The indexes that are components of the Market Value Adjustment factor in the Market Value Adjustment formula. The MVA Index is shown on the Policy Data Page.

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?

Income Payments are scheduled to begin 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. Income Payments will be made 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 Policy Anniversary following 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 percent (1.0%).

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	\$3.39	\$3.08	81	\$6.65	\$6.28
61	3.49	3.16	82	6.84	6.51
62	3.59	3.25	83	7.03	6.72
63	3.70	3.35	84	7.21	6.94
64	3.81	3.45	85	7.39	7.15
65	3.94	3.55	86	7.56	7.35
66	4.06	3.67	87	7.73	7.54
67	4.20	3.79	88	7.88	7.72
68	4.34	3.91	89	8.02	7.89
69	4.49	4.05	90	8.16	8.04
70	4.64	4.19	91	8.28	8.18
71	4.80	4.34	92	8.38	8.30
72	4.96	4.50	93	8.47	8.41
73	5.13	4.67	94	8.54	8.50
74	5.31	4.85	95	8.60	8.57
75	5.49	5.03	96	8.65	8.62
76	5.67	5.22	97	8.69	8.67
77	5.86	5.43	98	8.71	8.70
78	6.06	5.63	99	8.73	8.72
79	6.25	5.85	100	8.74	8.74
80	6.45	6.06			

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. 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 and the first named living grantor will become the new Annuitant.

If the Owner is not a natural person, upon the death of the Annuitant, the Policy will end and we will pay the death benefit to the Beneficiary(ies) as provided in Section 2.11. 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, the Policy will end. 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, upon the death of a

grantor the Policy will end and we will pay the death benefit. 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 continue the Policy as the new Owner, 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 this 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 Initial Interest Rate 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, as shown on the Policy Data Page, will be the rate that we declare in advance and is in effect for the initial Interest Rate Guarantee Period. Each renewal Interest Rate Guarantee Period will be for the duration shown on the Policy Data Page. The renewal interest rate will be the rate we declare in advance and is in effect for the renewal Interest Rate Guarantee Period. 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 shown 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, plus or minus any MVA previously applied. The instances in which a Surrender Charge will be assessed and a MVA applied are explained in Sections Five and Six. Upon your request, we will inform you of the amount of Accumulation Value in this Policy.

4.3 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.

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 and MVA, exceeds the Accumulation Value, we will pay you the Accumulation Value less any Surrender Charge, plus or minus any MVA. We must receive your written request for a Partial Withdrawal at least thirty (30) days before the Annuity Commencement Date.

5.2 Can You Surrender This Policy?

You may surrender the Policy by providing us with a written surrender request before the Annuity Commencement Date. Upon surrender, you will receive the Accumulation Value, less any Surrender Charges, plus or minus any MVA. In no event will you receive less than the Guaranteed Cash Surrender Value.

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 from the time of the Partial Withdrawal or surrender request. The interest rate will not be less than required by law, and will be at least one percent (1.0%) per year.

5.4 Are Surrender Charges Applied To This Policy?

During the Surrender Charge period, as shown in the Surrender Charge schedule on the Policy Data Page, a Surrender Charge may be applied 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, prior to the application of the MVA. The Surrender Charge will apply only if the amount withdrawn or surrendered exceeds the amount described in the Annual Surrender Charge Free Amount(s) section on the Policy Data Page.

5.5 When Will Surrender Charges Be Waived And The MVA Not Apply?

Surrender Charges will be waived and the MVA will not apply:

- 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 the same Policy Year, all such withdrawals will be combined and a Surrender Charge and MVA 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) when exercising a rider or endorsement, attached to and made a part of this Policy, that provides for a waiver of Surrender Charges; or
- f) if we terminate this Policy as explained in Section 5.7.

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 Charge and MVA, 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 – MARKET VALUE ADJUSTMENT

6.1 How Is The Market Value Adjustment Calculated?

The MVA is calculated using the formula described on the Policy Data Page. The amount of the MVA is based on the amount withdrawn or surrendered, prior to the application of the Surrender Charge, and applied concurrently with the Surrender Charge. The MVA is subject to a maximum amount, either positive or negative, as described on the Policy Data Page.

6.2 When Will A Market Value Adjustment Be Applied?

Except as described in Section 5.5, the portion of a Partial Withdrawal or full surrender made during the

Surrender Charge period, in excess of the annual Surrender Charge free amount described on the Policy Data Page, will be subject to a MVA.

6.3 What Happens If An Index In The MVA Formula Is Discontinued Or The Calculation Of An Index Changes?

If one or more of the indexes that comprise the MVA Index is discontinued, or the calculation of an index changes, we may substitute a comparable index subject to any regulatory approval that may be required. We will notify you, or any assignee of record, before a substitute index is used.

SECTION SEVEN - GENERAL PROVISIONS

7.1 What Constitutes The Entire Contract?

The entire contract consists of this Policy, any attached riders, endorsements or amendments, 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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 one percent (1.0%) per year, credited or charged as applicable, from the date of the incorrect payment to the date the adjustment is made.

7.7 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.

7.8 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.

7.9 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.

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

Except as stated in Section 7.7, payments we make under this Policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditors.

7.11 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.

7.12 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]

Individual Single Premium Deferred Fixed Annuity with a Market Value Adjustment

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 COPY



PART 1 01

APPLICATION FOR INDIVIDUAL DEFERRED FIXED ANNUITIES and/or INDIVIDUAL SINGLE PREMIUM UNIVERSAL LIFE INSURANCE

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]

Please print or type

1. ANNUITY PRODUCT SELECTION (Choose ONE annuity product below. All products may not be available in all jurisdictions.) Please complete Sections 3-7.

Form for Annuity Product Selection with checkboxes for New York Life Secure Term Fixed Annuity, New York Life Select Guarantee Fixed Annuity*, and New York Life Secure Term MVA Fixed Annuity**. Includes fields for interest rate guarantee and surrender charge periods.

2. LIFE INSURANCE PRODUCT SELECTION

I would like to apply for NYLIAC Instant Legacy Single Premium Universal Life Insurance (SPUL). Please complete Sections 3, and 8-14. Please note that if "Yes" is answered in Section 8 for Questions C or D, or any condition listed in Question E, this product may not be selected.

3. PARTIES TO THE APPLICATION

A. OWNER INFORMATION

Individual Trust Corporation Partnership Charitable Organization Guardianship UTMA/UGMA

Owner information form with fields for First Name, Middle, Last Name, Suffix, Date of Birth, Residence, City, State, Country, Zip, Home Telephone, Business Telephone, and Mailing Address.

Identification and contact information form with checkboxes for Social Security No. or Tax I.D. No., fields for Country of Citizenship, Country of Birth, State of Birth, How Long Living in the USA, Immigration Visa or Work Authorization, Employer Name, and Trust beneficiary information.

Is the trust a grantor trust? Yes No If "Yes" and the grantor is an individual: Grantor's Name (First, Middle, Last, Suffix)



JOINT OWNER INFORMATION (if applicable)

First Name Middle Last Name Suffix [] Male [] Female Date of Birth (mm/dd/yyyy)
Residence: Street City State Country Zip Home Telephone (Evening) Business Telephone (Day)

[] Social Security No. or [] Tax I.D. No. [] Exempt [] Applied for

Country of Citizenship Country of Birth State of Birth How Long Living in the USA?
Immigration Visa or Work Authorization: (If other than a US citizen) Expiration Month Year Occupation
Employer Name: Street City State Country Zip Relationship to Proposed Insured Relationship to Annuitant

B. ANNUITANT INFORMATION (for Deferred Fixed Annuities Only) If same as Owner, check here [X].
(Otherwise, complete this section.)

First Name Middle Last Name Suffix [] Male [] Female Date of Birth (mm/dd/yyyy)
Residence: Street City State Country Zip Home Telephone (Evening) Business Telephone (Day)

[] Social Security No. or [] Tax I.D. No. [] Exempt [] Applied for

Country of Citizenship Country of Birth State of Birth How Long Living in the USA?
Immigration Visa or Work Authorization: (If other than a US citizen) Expiration Month Year Occupation
Employer Name: Street City State Country Zip Relationship to Owner

C. PROPOSED INSURED INFORMATION (for Single Premium Universal Life Insurance Only)
If same as Owner, check here [] If same as Annuitant, check here []. (Otherwise, complete this section.)

First Name Middle Last Name Suffix [] Male [] Female Date of Birth (mm/dd/yyyy)
Residence: Street City State Country Zip Home Telephone (Evening) Business Telephone (Day)

[] Social Security No. or [] Tax I.D. No. [] Exempt [] Applied for

Country of Citizenship Country of Birth State of Birth How Long Living in the USA?
Immigration Visa or Work Authorization: (If other than a US citizen) Expiration Month Year Occupation
Employer Name: Street City State Country Zip

D. APPLICANT INFORMATION Same as [X] Owner [] Annuitant [] Proposed Insured (Otherwise, complete this section.)

Name (First, Middle, Last, Suffix) Date of Birth (mm/dd/yyyy) [] Male [] Female [] SSN or [] Tax I.D. No. [] Exempt [] Applied for
Residence (Street, City, State, Country, Zip Code) Relationship to Proposed Insured/Annuitant

E. PAYER INFORMATION Same as [] Owner [] Annuitant [] Proposed Insured [] Applicant
(Otherwise, complete this section.)

Name (First, Middle, Last, Suffix) Date of Birth (mm/dd/yyyy) [] Male [] Female [] SSN or [] Tax I.D. No. [] Exempt [] Applied for
Residence (Street, City, State, Country, Zip Code) Relationship to Proposed Insured/Annuitant

Relationship to Owner (if other than Proposed Insured/Annuitant)

F. SECONDARY ADDRESSEE - Owner may designate a secondary addressee to receive notice of potential lapse of coverage. Applies only to Single Premium Universal Life.

Name (First, Middle, Last, Suffix)	Residence (Street, City, State, Country, Zip Code)
------------------------------------	--

Please complete Sections 4-7 when applying for a Deferred Fixed Annuity.

4. ANNUITY BENEFICIARY(IES)

- If more than one Beneficiary is named, indicate the class and percentage for each. Each class for each product must total 100%.
- If applicable, use Section 15, "Additional Details," to provide additional Beneficiary information.

Deferred Fixed Annuity Beneficiaries

- Surviving Spouse Under Joint Spousal Ownership (For Non-Qualified plan only)** (If selected, complete below **only** for contingent beneficiaries.)
 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.
- Trust** (Provide details in Section 15)
- UTMA/UGMA** (Provide details in Section 15)

Class

<input type="checkbox"/> Primary	Jane M. Doe <small>Name (First, Middle, Last, Suffix)</small>	1 0 0 % <small>Percentage</small>	Spouse <small>Relationship to Owner</small>
<input type="checkbox"/> Primary		% <small>Percentage</small>	
<input type="checkbox"/> Contingent	Name (First, Middle, Last, Suffix)	% <small>Percentage</small>	Relationship to Owner

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

<input checked="" type="checkbox"/> Non-Qualified	Is this a 1035 Exchange? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	What is the Cost Basis? \$ _____
<input type="checkbox"/> Qualified:	<input type="checkbox"/> IRA <input type="checkbox"/> SEP IRA <input type="checkbox"/> Roth IRA <input type="checkbox"/> SIMPLE IRA	
<small>Current Year Contribution</small>	<small>Prior Year Contribution</small>	<small>Transfer Amount</small>
\$ _____ Year _____	\$ _____ Year _____	\$ _____
<input type="checkbox"/> Inherited IRA (not available on FPFA)	Transfer Amount \$ _____	
<input type="checkbox"/> 403(b)(TSA) (Non-ERISA Only) (Not Available with Secure Term MVA).	Is this an ERISA Plan? <input type="checkbox"/> Yes <input type="checkbox"/> 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 \$ _____

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

Single Premium \$ [15,000] (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.) <input type="checkbox"/> Check-O-Matic <input type="checkbox"/> Employer Billing Arrangement
---	--

7. ANNUITY 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]

Please complete Sections 8 – 14 if you are applying for NYLIAC Instant Legacy SPUL.

8. MEDICAL AND PERSONAL INFORMATION (NYLIAC Instant Legacy SPUL only)

- A. Has the Proposed Insured used tobacco, nicotine, or any nicotine substitution product in any form in the last twelve (12) months? Yes No
- B. In the last 90 days, has the Proposed Insured been recommended by a physician or other medical practitioner to undergo diagnostic procedures or tests for any symptoms, illnesses or other conditions? (If "Yes," please provide additional information in Section 15). Yes No
- C. In the last two (2) years, has the Proposed Insured been admitted to a hospital or other medical facility for a medical illness or major surgical procedure? Yes No
- D. In the last five (5) years, has the Proposed Insured been diagnosed by a member of the medical profession or tested positive for Human Immunodeficiency Virus (AIDS virus) or Acquired Immune Deficiency Syndrome (AIDS)? Yes No
- E. In the last five (5) years, has the Proposed Insured been diagnosed, treated, tested positive for or been given medical advice by a member of the medical profession for any of the conditions below? (If "Yes," circle all applicable conditions)

1) Heart attack, chest pains, or heart disorder, angina, heart surgery, or angioplasty	<input type="checkbox"/> Yes <input type="checkbox"/> No	7) Pancreatitis, hepatitis, cirrhosis, kidney failure, or a condition requiring dialysis	<input type="checkbox"/> Yes <input type="checkbox"/> No
2) Stroke or transient ischemic attack (TIA)	<input type="checkbox"/> Yes <input type="checkbox"/> No	8) Anemia requiring blood transfusions	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) Vascular disease (peripheral vascular disease, aneurysm, artery blockage)	<input type="checkbox"/> Yes <input type="checkbox"/> No	9) Any major psychiatric or mental condition requiring hospitalization	<input type="checkbox"/> Yes <input type="checkbox"/> No
4) Diabetes requiring insulin treatment	<input type="checkbox"/> Yes <input type="checkbox"/> No	10) Drug or alcohol abuse	<input type="checkbox"/> Yes <input type="checkbox"/> No
5) Any form of malignant cancer or tumor, leukemia, Hodgkin's disease, or lymphoma requiring chemo/radiation therapy	<input type="checkbox"/> Yes <input type="checkbox"/> No	11) Unexplained weight loss exceeding twenty (20) pounds	<input type="checkbox"/> Yes <input type="checkbox"/> No
6) Chronic bronchitis, emphysema (COPD), or any condition requiring oxygen therapy	<input type="checkbox"/> Yes <input type="checkbox"/> No	12) Muscular dystrophy, ALS, lupus, multiple sclerosis, seizures, Alzheimer's disease or other neurological disorder	<input type="checkbox"/> Yes <input type="checkbox"/> No

9. LIFE INSURANCE BENEFICIARY(IES)

Universal Life Insurance Beneficiaries (if applicable)

- Same as Annuity Beneficiary(ies)
 Trust (Provide details in Section 15)
 UTMA/UGMA (Provide details in Section 15)

Class

Primary _____ % _____ Relationship to Proposed Insured
 Name (First, Middle, Last, Suffix) Percentage

Primary _____ % _____ Relationship to Proposed Insured
 Contingent Name (First, Middle, Last, Suffix) Percentage

10. LIFE INSURANCE PREMIUM ALLOCATION

Face Amount: \$ _____ Premium: \$ _____ Premium Paid: \$ _____ (Optional. If paid, must be equal to full premium.)

11. SALES INTERVIEW

In which language and dialect(s) was the sales interview conducted? Language: _____ Dialect(s): _____

If a language other than English, who acted as interpreter? Agent Other: _____
 Name (First, Middle, Last, Suffix) Relationship to Proposed Insured/Annuitant

12. OTHER LIFE COVERAGE (Details of Other Coverage on Proposed Insured)

None	In Force	Pending	Company	Amount	Personal Business
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$ _____	<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/> <input type="checkbox"/>

What is the total amount of above pending coverage that will be placed in all companies? \$ _____
 Use Section 15 for Additional Information.



13. FINANCIAL INFORMATION

	Proposed Insured	Owner if not Proposed Insured
Current Annual Earned Income		
Current Annual Unearned Income		
Current Net Worth		

14. LIFE INSURANCE ILLUSTRATION

Do not complete this section if a signed illustration is not required by law or an illustration was signed and matches the policy applied for.

I, the Applicant, did not sign an illustration because:

- An illustration was not shown or given to me
- An illustration was shown or given to me, but the policy applied for is different from the illustration
- An illustration was shown to me on a screen. The displayed illustration matches the policy applied for, but no printed copy of the illustration was furnished.

The illustration on the screen included the following personal and policy information:

Proposed Insured: _____ Age: _____ Gender: Male Female

Type of Policy: _____ Initial Death Benefit: \$ _____ Rating/Class: _____

I acknowledge that I did not sign an illustration for the reason stated above and I understand that an illustration matching the policy as issued will be provided for signature no later than at the time the policy is delivered.

15. ADDITIONAL DETAILS - Check the appropriate box(es) below and provide specific details in the lines below.

- No Driver's License Diagnostic Procedure or Test Within 90 Days Additional Beneficiary Information Trust is a Beneficiary
- UTMA/UGMA Joint Owner Information Successor Owner Reinstatement Special Processing Instructions Other

FRAUD WARNING

Residents of Jurisdictions other than the District of Columbia, and Oregon:

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.

Residents of Oregon: 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, may have committed a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties. Penalties may include imprisonment, fines, or a denial of insurance benefits, subject to the incontestable provision of the policy, if a person provides false information.

STATEMENT OF AGREEMENT

Those Persons Who Sign This Application Agree That:

1. All of the statements and answers to questions which are part of the application are correctly recorded, and are complete and true to the best of the knowledge and belief of those persons who made them. Answers that are not true and complete may, subject to the policy's contestability provision, invalidate coverage.
2. No agent or medical examiner has any right to accept risks, make or change contracts, or give up NYLIAC's rights or requirements.
3. For life insurance,
 - a. "Cash Paid" with the application with respect to a new policy or additional benefit, provides a limited amount of temporary coverage for up to 90 days, if the terms and conditions of the Temporary Coverage Agreement are met.
 - b. The policy date is the date from which premiums are calculated and become due. The effective date is the date the policy is delivered and the first premium is paid. Unless temporary coverage is obtained, coverage does not begin until the effective date. If the policy date is earlier than the effective date of coverage, the policyowner pays a premium calculated beginning on that earlier policy date although coverage does not begin until the effective date. If no temporary coverage is obtained, the date that the policy is issued will be the policy date. It is further agreed and understood that interest will not be credited on the policy until the premium is received by the service office.
 - c. The Applicant has received and read a copy of the Accelerated Benefits For Terminal Illness Disclosure. Receipt of accelerated death benefits may affect eligibility for public assistance programs and may be taxable; as with all tax matters, a personal tax advisor should be consulted.
4. For annuities, the policy will not become effective unless it is delivered to the Owner while the Owner and Annuitant are living.



TAX CERTIFICATION

Under penalties of perjury, I (as the Owner named in Section 3) certify that: (1) the Social Security or Employer ID Number shown in this application is my correct taxpayer identification number, or I am awaiting a number to be issued to me (noted as "applied for" in Section 3) AND (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding; or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding (Cross out item 2 if the IRS has notified you that you are subject to backup withholding) and (3) I am a U.S. person (including a U.S. resident Alien).

ACKNOWLEDGEMENT AND AUTHORIZATION (Applies only to Single Premium Universal Life Insurance)

ACKNOWLEDGEMENT

I, the Proposed Insured, have been given a copy of "Information Practices Related to Underwriting Your Application" which tells how NYLIAC obtains and uses data about me. It includes the notice required by the State and Federal Fair Credit Reporting Acts and a description of MIB, Inc. (Medical Information Bureau). I know that my application cannot be processed if I do not sign the Authorization below.

AUTHORIZATION

In this Authorization, "I", "my" and "me" mean the Proposed Insured; "the Insurer" means NYLIAC and its respective agents, employees, and representatives. In order to see if (and on what basis) I qualify for the insurance applied for or any other insurance offered by NYLIAC, I authorize the following:

MEDICAL INFORMATION: Physicians or practitioners; hospitals; medical or medically related facilities; pharmacies, pharmacy benefit managers or medical information retrieval services; laboratories; insurance companies; or MIB may give to the Insurer (or any consumer reporting agency acting on its behalf) and to any of its reinsurers, at my request, copies of the record or other data that they may have about my physical and mental health, and my prescription drug history. This includes all protected health information and any health information I have previously requested be withheld from further disclosure, and including my history, their findings, diagnoses and treatment. Mental health professionals may provide their records of my diagnosis, functional status, treatment plan, symptoms, prognosis, progress to date, medication prescription and monitoring, and clinical test results.

OTHER UNDERWRITING INFORMATION: MIB, other insurance companies, and consumer reporting agencies may give to the Insurer and to any of its reinsurers data about my: driving record; any criminal activity or association; hazardous sport or aviation activity; use of alcohol or drugs; any claim of eligibility for disability income benefits; other applications for life insurance; and other policies of life insurance.

EXAMINATIONS AND TESTS: The Insurer may obtain physical examinations or medical tests deemed necessary to underwrite my application. These tests (where permitted by law) may include, but are not limited to, electrocardiograms, chest x-rays and tests of blood and urine to determine, among other things, exposure to causative agents of disease (for example, exposure to the AIDS virus) and the presence of drugs. However, a separate notification/authorization form will be provided with respect to testing for the AIDS virus.

INVESTIGATIVE CONSUMER REPORT: The Insurer may obtain an investigative consumer report and may give the consumer reporting agency information concerning the amount and type of my coverage and my use, if any, of tobacco. The report may add to or confirm the types of data mentioned above. It may also contain data about: my identity; age; residence; marital status; past and present jobs (including work duties); economic conditions; driving record; personal and business reputation in the community; and mode of living; but will not include any information relating directly or indirectly to sexual orientation.

IDENTIFICATION: To obtain the data described above, the Insurer may give my name, address, and date and place of birth to the above persons or organizations.

RELEASE OF INFORMATION TO OTHERS: The Insurer may give data about me that affects my insurability to: its subsidiaries; its affiliates; its parent company; its agents and their staffs; its reinsurers; and the Insurer and its reinsurers may give such data to MIB, including data about any life insurance policy(ies) the Insurer issues on me. However, this will not be done in connection with information relating to the AIDS virus.

I also authorize the release of these same types of data about any of my children who are to be insured. This Authorization may be used for a period of 24 months from the date signed below unless sooner revoked. I may revoke this Authorization at anytime by notifying the Insurer in writing. This revocation will not be effective to the extent the Insurer or any other person already has disclosed or collected information or taken other action in reliance on it. The information the Insurer obtains through this Authorization may become subject to further disclosure. For example, the Insurer may be required to provide it to an insurance regulatory or other government agency. In this case, the information may no longer be protected by the rules governing this Authorization. A photocopy of this Authorization and request form shall be as valid as the original. I know that I may request a copy of this Authorization. (Please provide a copy to me. _____ initial if requested).

The Internal Revenue Service Does Not Require Your Consent To Any Provision Of This Document Other Than The Certifications Required To Avoid Backup Withholding.

SIGNATURES

By signing below, I/We understand that I/We acknowledge and agree to all of the statements, representations, and disclosures made in this application, including sections entitled Statement of Agreement, Illustration (if applicable), Tax Certification, and Acknowledgment and Authorization (if applicable). I/We accept and adopt as true all statements made by the Proposed Insured/Annuitant in this application.

X _____ Signed at Anywhere, DE On 09/01/2010
Signature of the Annuitant (City, State) (mm/dd/yyyy)

X _____ Title if signed on behalf of Corporation, Trust, etc.

X _____ X
Signature of the Owner if Other than the Proposed Insured/Annuitant Signature of the Joint Owner, if applicable

X _____
Signature of the Applicant if Other than Proposed Insured/Annuitant or Owner

I Certify I have truly and accurately recorded all answers given to me.

X _____ X
Signature of Agent/Witness Countersigned by Licensed Resident Agent (if required)

X _____
Signature of Agent/Witness Countersigned Code Number

George Agent (111) 111-0000
Agent's Name (print) Agent's Tel. No.

12345 DE-12345 General Office #111
Agent Code State License No. General Office Name/No.



APPLICATION FOR
[NEW YORK LIFE SECURE TERM MVA FIXED ANNUITY II]
 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): 01/01/1955
Residence: Street City State Zip Code Country 100 Main Street Anytown DE 11111 USA					Telephone No. Day: (111) 222-3333 Evening: (111) 222-3334	
JOINT OWNER (if applicable) Name (First, Middle Initial, Last, Suffix)					<input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth (mm/dd/yyyy): _____ / _____ / _____ Social Security or Tax ID No.: _____
Residence: Street City State Zip Code Country					Relationship to Annuitant Self	
					Country of Citizenship <input checked="" type="checkbox"/> U.S. Other _____	
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): _____ / _____ / _____ Social Security or Tax ID No.: _____
Residence: Street City State Zip Code Country					Telephone No. Day: () Evening: ()	
					Relationship to Owner Country of Citizenship <input type="checkbox"/> U.S. Other _____	

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

Single Premium \$ **[15,000]** (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

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]

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 statements 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.

I/WE UNDERSTAND THAT THE POLICY'S ACCUMULATION VALUE OR AMOUNTS RECEIVED AS A RESULT OF ANY PARTIAL WITHDRAWALS OR FULL SURRENDER TAKEN DURING THE SURRENDER CHARGE PERIOD, MAY BE INCREASED OR DECREASED BY THE APPLICATION OF A MARKET VALUE ADJUSTMENT. THERE IS NO GUARANTEE THAT I/WE WILL RECEIVE BACK THE FULL PREMIUM PAID.

Signed at Anytown DE 09/01/2010
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 George Agent (111) 111-0000
Representative (print name) Representative's Tel. No.

DE - 123456 12345
Representative's State and License No. Representative's NYLIAC Code No.

General Office#111 101 Main Street, Anytown, DE 11111 (111) 111-0001
Broker/Agency Name and Address Broker/Agency Tel. No.



**APPLICATION FOR
[NEW YORK LIFE SECURE TERM MVA FIXED ANNUITY III]
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 NO LATER THAN [AGE 95]

Please print or type

1. OWNER(S)

Name (First, Middle Initial, Last, Suffix)					<input checked="" type="checkbox"/> Male	Date of Birth (mm/dd/yyyy): 01/01/1955	
John J. Doe					<input type="checkbox"/> Female	Social Security or Tax ID No.: 111-11-1111	
Residence: Street	City	State	Zip Code	Country	Telephone No.		
100 Main Street	Anytown	DE	11111	USA	Day: (111) 222-3333		Evening: (111) 222-3334
JOINT OWNER (if applicable) Name (First, Middle Initial, Last, Suffix)					<input type="checkbox"/> Male	Date of Birth (mm/dd/yyyy): _____ / _____ / _____	
					<input type="checkbox"/> Female	Social Security or Tax ID No.: _____	
Residence: Street					Telephone No.		
					Day: ()		Evening: ()
					Relationship to Annuitant		Country of Citizenship
					Self		<input checked="" 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	Date of Birth (mm/dd/yyyy): _____ / _____ / _____	
					<input type="checkbox"/> Female	Social Security or Tax ID No.: _____	
Residence: Street					Telephone No.		
					Day: ()		Evening: ()
					Relationship to Owner		Country of Citizenship
							<input type="checkbox"/> U.S. Other _____

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

Single Premium \$ [**15,000**] (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.)

<input checked="" type="checkbox"/> 5 Years with 5-Year Surrender Charge Period	<input type="checkbox"/> 6 Years with 6-Year Surrender Charge Period
<input type="checkbox"/> 7 Years with 7-Year Surrender Charge Period	

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	Jane M. Doe	Spouse	100%
<input type="checkbox"/> Contingent			
<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	Prior Year Contribution	<input type="checkbox"/> Transfer or <input type="checkbox"/> Rollover \$ _____
	\$ _____ Year _____	\$ _____ Year _____	
	<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.
[NONE AVAILABLE]

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 statements 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.

I/WE UNDERSTAND THAT THE POLICY'S ACCUMULATION VALUE OR AMOUNTS RECEIVED AS A RESULT OF ANY PARTIAL WITHDRAWALS OR FULL SURRENDER TAKEN DURING THE SURRENDER CHARGE PERIOD, MAY BE INCREASED OR DECREASED BY THE APPLICATION OF A MARKET VALUE ADJUSTMENT. THERE IS NO GUARANTEE THAT I/WE WILL RECEIVE BACK THE FULL PREMIUM PAID.

Signed at _____ Anytown _____ DE _____ 09/01/2010
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 George Agent (111) 111-0000
Representative (print name) Representative's Tel. No.

DE - 123456 12345
Representative's State and License No. Representative's NYLIAC Code No.

General Office #111 101 Main Street, Anytown, DE 11111 (111) 111-0001
Broker/Agency Name and Address Broker/Agency Tel. No.

SERFF Tracking Number: NYLA-126958768 State: Arkansas
 Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 47624
 Company Tracking Number: 210-P111
 TOI: A02I Individual Annuities- Deferred Non-Variable Sub-TOI: A02I.003 Single Premium
 Product Name: New York Life Secure Term MVA
 Project Name/Number: New York Life Secure Term MVA/210-P111

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: Cert-Readability-AR.pdf		

	Item Status:	Status Date:
Satisfied - Item: Certification of Compliance Comments: Attachment: Cert-compliance-AR.pdf		

	Item Status:	Status Date:
Satisfied - Item: Cover Letter Comments: Attachment: Cover Letter-AR.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statements of Variability Comments: Attachments: SOV 210-P111.pdf SOV 210-P112.pdf SOV 210-P113.pdf SOV App 210-A102 (2-11).pdf SOV App 210-A109.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-P111	58.6
210-P112	58.6
210-P113	58.6
210-A102 (02/2011)	54.9
210-A109	53.0
210-A110	52.8



Suzanne Wolf
Assistant Vice President, Product Development

12/22/2010

Date

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

STATE OF ARKANSAS

In Re: Form (s): Policy Forms 210-P111, 210-P112, 210-P113;
Application Forms 210-A102 (02/2011), 210-A109, and 210-A110

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

12/22/2010

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

December 31, 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-P111 Individual Deferred Fixed Annuity with a Market Value Adjustment Contract
210-P112 Individual Deferred Fixed Annuity with a Market Value Adjustment Contract
210-P113 Individual Deferred Fixed Annuity with a Market Value Adjustment Contract
210-A102 (02/2011) Individual Deferred Fixed Annuity Application
210-A109 Individual Deferred Fixed Annuity Application
210-A110 Individual Deferred Fixed Annuity Application

Dear Hon. Jay Bradford:

We are enclosing for your approval three new individual deferred fixed annuity policies and three new applications. These policies will be issued by New York Life Insurance and Annuity Corporation (NYLIAC). Additional information regarding these forms is provided below and the chart that follows this letter lists all forms that will be used with the new policies. We intend to introduce these policies on or about February 1, 2011, subject to approval by your Department.

Policy Form 210-P111

This policy form is a non-registered single premium deferred fixed annuity with a Market Value Adjustment ("MVA"). It will be solicited individually through the company's agents beginning on or about February 1, 2011, subject to approval by your Department. It is non-participating and will not replace any existing policy form.

The MVA feature will be determined by the MVA formula provided on the Policy Data Page. The formula utilizes two indexes (The U.S. Treasury Constant Maturity Rate (CMT) and Barclays U.S. Corporate Index). The rates for these indexes will be available for policy owners on our secure websites. For periods where a CMT rate is not available, linear interpolation will be used to determine applicable CMT rates. The MVA may result in either a positive or negative adjustment to partial withdrawals, full surrender benefits, or the remaining accumulation value in the policy after a partial withdrawal. The MVA may only be applied during the Surrender Charge period and has a maximum limit for both a positive and negative adjustment. A formula to determine the limit is provided on the Policy Data Page. The policy form also includes other provisions that address the MVA feature.

Other key features of this policy form include:

1. A choice of four optional Initial Interest Rate Guarantee Periods that will be available with four corresponding Surrender Charge Periods (Five-Year, Six-Year, Seven-Year or Eight-Year).
2. A guaranteed minimum interest rate (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. 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.
3. Definitions for the guaranteed cash surrender value and the nonforfeiture value are also provided. Upon surrender of the policy, the client will receive no less than the guaranteed cash surrender value.

Policy Forms 210-P112 and 210-P113

These policy forms are also non-registered single premium deferred fixed annuities with a Market Value Adjustment (MVA). They will be solicited individually through the company's independent distribution channel beginning on or about February 1, 2011, subject to approval by your Department. They are non-participating and will not replace any existing policy forms. These policy forms are similar to policy form 210-P111 described above, except as follows:

1. When policy forms 210-P112 and 210-P113 are introduced, they will each offer a choice of three (rather than four) 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-P113 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.

All three policy forms will be available for the "non-tax qualified" market and for the "tax-qualified" market, 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, 210-E105, which was approved by your Department on 10/04/2010, will be used when these policies are issued in the employer/employee markets subject to the Norris decision.

Application Form 210-A102 (02/2011)

This application will replace application form number 210-A102 which was approved by your Department on 10/4/2010. The application submitted under this cover is substantially similar to the previously submitted application except for the addition of the new MVA product submitted herewith.

This application form will be used to solicit our individual deferred fixed annuity products through the company's agents, including the new annuity policy, form 210-P111, submitted herein, and our individual single premium universal life insurance product. Combining these products on one application will facilitate the agent's ability to address an applicant's life insurance and annuity needs.

Because this application form does not contain replacement questions, our replacement form (form number 22190.100), which includes the required replacement questions, will always be used in conjunction with the application form even if there is no replacement involved in the sale. Replacement form 22190.100 was approved by your Department as shown on the chart below.

Application Forms 210-A109 and 210-A110

Application forms 210-A109 and 210-A110 are new and will not replace any previously approved application forms. When policy forms 210-P112 and 210-P113 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 application form number 210-A109 with policy form 210-P112 and application form number 210-A110 with policy form 210-P113.

Domicile Approval Status

Policy forms 210-P111, 210-P112, and 210-P113 and application forms 210-A102 (02/2011), 210-A109 and 210-A110 were filed with the Insurance Department of our domicile State of Delaware on 12/22/2010 and are pending approval.

These forms will be pre-printed or laser-emitted with identical language approved by your Department. The Company reserves the right to alter the color, layout, format, pagination, signature graphic, and the type of font (point size no less than 10) of these forms without resubmitting for approval, unless otherwise informed.

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,

A handwritten signature in cursive script that reads "Suzanne Wolf".

Suzanne Wolf
Assistant Vice President – Product Development

SW: ar

New York Life Insurance and Annuity Corporation
Forms that will be used with policy forms 210-P111, 210-P112, and 210-P113 in the state of
Arkansas

Form Number	Brief Description	Approval Date
210-A102 (02/2011)	Application (Company agents)	Pending Approval
210-A109	Application (Independent distribution channel)	Pending Approval
210-A110	Application (Independent distribution channel)	Pending Approval
210-E105	Unisex Endorsement	10/4/2010
210-R101	Home Health Care Rider	9/13/2010
6236-02	Traditional IRA Endorsement	8/11/2003
6285-02	Roth IRA Endorsement	12/6/2002
6424-05	SIMPLE IRA Endorsement	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	10/10/2007 (Dept. File No. 36895)
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 (NYLIAC)

**Statement of Variability For
Single Premium Deferred Fixed Annuity Policy
Form Number 210-P111**

The following comments describe the nature and scope of the variable material denoted with brackets on the Policy's Front and Back Cover and the Policy Data Page. The "Bracketed Information" typically corresponds to the headings found on the Policy Covers and Policy Data Page. When applicable, ranges and/or alternate text are provided. The actual Policy Data Page a policy owner receives will reflect only the information based on that policy owner's elections at the time of purchase of the policy. Any use of variability shall be administered in accordance with the Explanation of Variability in a uniform and non-discriminatory manner and should not result in unfair discrimination.

Bracketed Information	Location	Explanation of Variability
ANNUITANT NAME POLICY NUMBER POLICY DATE	Cover Page & Policy Data Page	To allow for flexibility in changing the applicable information for each policy issued. NYLIAC may choose not to reflect this information on the cover page since it is also reflected in the Policy Data Page.
EXECUTIVE OFFICE/HOME OFFICE ADDRESSES	Front/Back Cover Page & Data Page	To allow for flexibility in changing this information should NYLIAC's Executive or Home Office location change.
OFFICER TITLE & SIGNATURE	Cover Page	The information is bracketed to allow for flexibility in changing the officer's signature(s) and/or title(s). The signatures and titles shown are those in effect at the time of this form filing.
CUSTOMER SERVICE PHONE NUMBER	Cover Page	To facilitate changes to: <ul style="list-style-type: none"> • the toll-free telephone numbers applicable to NYLIAC's various customer service offices
MARKETING NAME	Cover Page	To allow for flexibility in changing the marketing name of this policy.
PLAN	Policy Data Page	To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans. The Plan type will vary depending on the market segment in which the policy is issued. All plan type options currently available are: <ul style="list-style-type: none"> • Non-Qualified • Traditional IRA • Inherited IRA • Pension & Keogh • ROTH IRA • SEP IRA • SIMPLE IRA <p>The Corporation may also offer this policy in other tax-qualified programs. These plans include, but are not limited to, 403(b) and 457(b).</p>

PREMIUM PAYMENT	Policy Data Page	To facilitate changes to the premium amount used to purchase the policy. Initially, the minimum single premium payment the Corporation will accept is \$15,000. 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 ENDING ON	Policy Data Page	To facilitate changes to the ending date for the period during which the declared interest rate is guaranteed not to change. This date is based on the interest rate guarantee period elected by the applicant. The range for the number of available guarantee period options is any whole number between and including 1-8. The range for each guarantee period option is any whole number between and including 3-10 years. If the ranges change, we will submit a limited informational filing.
RENEWAL INTEREST RATE GUARANTEE PERIOD	Policy Data Page	To facilitate changes to the renewal interest rate guarantee period under the policy. The Policy Data Page illustrates an annual renewal period, which is the renewal period we intend to provide when this product is introduced. The range for this renewal period is between and including one month and 12 months. Changes to the renewal period will apply to new issues only. If the range changes, we will submit a limited filing.
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). The range for the rate is any whole number between and including 1% and 5%. However, it will never be less than the Nonforfeiture Rate (as calculated below) minus 1.35%. Any change will be applicable only to new issues. The GMIR is 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%.
SURRENDER CHARGE SCHEDULE	Policy Data Page	To facilitate changes to the Surrender Charge Schedules offered under the policy. The Policy Data Page illustrates an eight-year Surrender Charge Schedule. There are currently four Surrender Charge Schedule options available, five-year, six-year, seven-year and eight-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>Surrender Charge Schedules:</p> <table border="1"> <thead> <tr> <th>Year of Surrender</th> <th>3-Year SC*</th> <th>4-Year SC*</th> <th>5-Year SC*</th> <th>6-Year SC*</th> <th>7-Year SC*</th> <th>8-Year SC*</th> <th>9-Year SC*</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>	Year of Surrender	3-Year SC*	4-Year SC*	5-Year SC*	6-Year SC*	7-Year SC*	8-Year SC*	9-Year SC*	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%
Year of Surrender	3-Year SC*	4-Year SC*	5-Year SC*	6-Year SC*	7-Year SC*	8-Year SC*	9-Year SC*																																																																																			
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%																																																																																			
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 free withdrawal percentages is any whole number or fraction thereof, between and including 6% and 30%. If the range changes, we will submit a limited re-filing.																																																																																								
MVA INDEX	Policy Data Page	To facilitate changes to the components of the MVA Index. If a component changes, we will submit a limited re-filing.																																																																																								
MVA FACTOR	Policy Data Page	To facilitate changes to the components of the MVA factor. If a component changes, we will submit a limited re-filing.																																																																																								
ENHANCED DEATH BENEFIT	Policy Data Page	To allow flexibility of including the rider information when elected by the applicant, provided the rider is approved for use with this policy.																																																																																								
RIDER(S) AND ENDORSEMENT(S) NAME	Policy Data Page	To allow for flexibility should the Corporation choose to list all 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 For
Single Premium Deferred Fixed Annuity Policy
Form Number 210-P112**

The following comments describe the nature and scope of the variable material denoted with brackets on the Policy's Front and Back Cover and the Policy Data Page. The "Bracketed Information" typically corresponds to the headings found on the Policy Covers and Policy Data Page. When applicable, ranges and/or alternate text are provided. The actual Policy Data Page a policy owner receives will reflect only the information based on that policy owner's elections at the time of purchase of the policy. Any use of variability shall be administered in accordance with the Explanation of Variability in a uniform and non-discriminatory manner and should not result in unfair discrimination.

Bracketed Information	Location	Explanation of Variability
ANNUITANT NAME POLICY NUMBER POLICY DATE	Cover Page & Policy Data Page	To allow for flexibility in changing the applicable information for each policy issued. NYLIAC may choose not to reflect this information on the cover page since it is also reflected in the Policy Data Page.
EXECUTIVE OFFICE/HOME OFFICE ADDRESSES	Front/Back Cover Page & Data Page	To allow for flexibility in changing this information should NYLIAC's Executive or Home Office location change.
OFFICER TITLE & SIGNATURE	Cover Page	The information is bracketed to allow for flexibility in changing the officer's signature(s) and/or title(s). The signatures and titles shown are those in effect at the time of this form filing.
CUSTOMER SERVICE PHONE NUMBER	Cover Page	To facilitate changes to: <ul style="list-style-type: none"> the toll-free telephone numbers applicable to NYLIAC's various customer service offices
MARKETING NAME	Cover Page	To allow for flexibility in changing the marketing name of this policy.
PLAN	Policy Data Page	To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans. The Plan type will vary depending on the market segment in which the policy is issued. All plan type options currently available are: <ul style="list-style-type: none"> Non-Qualified Traditional IRA Inherited IRA Pension & Keogh ROTH IRA SEP IRA SIMPLE IRA The Corporation may also offer this policy in other tax-qualified programs. These plans include, but are not limited to, 403(b) and 457(b).

PREMIUM PAYMENT	Policy Data Page	To facilitate changes to the premium amount used to purchase the policy. Initially, the minimum single premium payment the Corporation will accept is \$15,000. 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 ENDING ON	Policy Data Page	To facilitate changes to the ending date for the period during which the declared interest rate is guaranteed not to change. This date is based on the interest rate guarantee period elected by the applicant. The range for the number of available guarantee period options is any whole number between and including 1-8. The range for each guarantee period option is any whole number between and including 3-10 years. If the ranges change, we will submit a limited informational filing.
RENEWAL INTEREST RATE GUARANTEE PERIOD	Policy Data Page	To facilitate changes to the renewal interest rate guarantee period under the policy. The Policy Data Page illustrates an annual renewal period, which is the renewal period we intend to provide when this product is introduced. The range for this renewal period is between and including one month and 12 months. Changes to the renewal period will apply to new issues only. If the range changes, we will submit a limited filing.
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). The range for the rate is any whole number between and including 1% and 5%. However, it will never be less than the Nonforfeiture Rate (as calculated below) minus 1.35%. Any change will be applicable only to new issues. The GMIR is 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%.
SURRENDER CHARGE SCHEDULE	Policy Data Page	To facilitate changes to the Surrender Charge Schedules offered under the policy. The Policy Data Page illustrates a seven-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>Surrender Charge Schedules:</p> <table border="1"> <thead> <tr> <th>Year of Surrender</th> <th>3-Year SC*</th> <th>4-Year SC*</th> <th>5-Year SC*</th> <th>6-Year SC*</th> <th>7-Year SC*</th> <th>8-Year SC*</th> <th>9-Year SC*</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>	Year of Surrender	3-Year SC*	4-Year SC*	5-Year SC*	6-Year SC*	7-Year SC*	8-Year SC*	9-Year SC*	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%
Year of Surrender	3-Year SC*	4-Year SC*	5-Year SC*	6-Year SC*	7-Year SC*	8-Year SC*	9-Year SC*																																																																																			
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%																																																																																			
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 free withdrawal percentages is any whole number or fraction thereof, between and including 6% and 30%. If the range changes, we will submit a limited re-filing.																																																																																								
MVA INDEX	Policy Data Page	To facilitate changes to the components of the MVA Index. If a component changes, we will submit a limited re-filing.																																																																																								
MVA FACTOR	Policy Data Page	To facilitate changes to the components of the MVA factor. If a component changes, we will submit a limited re-filing.																																																																																								
ENHANCED DEATH BENEFIT	Policy Data Page	To allow flexibility of including the rider information when elected by the applicant, provided the rider is approved for use with this policy.																																																																																								
RIDER(S) AND ENDORSEMENT(S) NAME	Policy Data Page	To allow for flexibility should the Corporation choose to list all 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 For
Single Premium Deferred Fixed Annuity Policy
Form Number 210-P113**

The following comments describe the nature and scope of the variable material denoted with brackets on the Policy's Front and Back Cover and the Policy Data Page. The "Bracketed Information" typically corresponds to the headings found on the Policy Covers and Policy Data Page. When applicable, ranges and/or alternate text are provided. The actual Policy Data Page a policy owner receives will reflect only the information based on that policy owner's elections at the time of purchase of the policy. Any use of variability shall be administered in accordance with the Explanation of Variability in a uniform and non-discriminatory manner and should not result in unfair discrimination.

Bracketed Information	Location	Explanation of Variability
ANNUITANT NAME POLICY NUMBER POLICY DATE	Cover Page & Policy Data Page	To allow for flexibility in changing the applicable information for each policy issued. NYLIAC may choose not to reflect this information on the cover page since it is also reflected in the Policy Data Page.
EXECUTIVE OFFICE/HOME OFFICE ADDRESSES	Front/Back Cover Page & Data Page	To allow for flexibility in changing this information should NYLIAC's Executive or Home Office location change.
OFFICER TITLE & SIGNATURE	Cover Page	The information is bracketed to allow for flexibility in changing the officer's signature(s) and/or title(s). The signatures and titles shown are those in effect at the time of this form filing.
CUSTOMER SERVICE PHONE NUMBER	Cover Page	To facilitate changes to: <ul style="list-style-type: none"> the toll-free telephone numbers applicable to NYLIAC's various customer service offices
MARKETING NAME	Cover Page	To allow for flexibility in changing the marketing name of this policy.
PLAN	Policy Data Page	To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans. The Plan type will vary depending on the market segment in which the policy is issued. All plan type options currently available are: <ul style="list-style-type: none"> Non-Qualified Traditional IRA Inherited IRA Pension & Keogh ROTH IRA SEP IRA SIMPLE IRA The Corporation may also offer this policy in other tax-qualified programs. These plans include, but are not limited to, 403(b) and 457(b).

PREMIUM PAYMENT	Policy Data Page	To facilitate changes to the premium amount used to purchase the policy. Initially, the minimum single premium payment the Corporation will accept is \$15,000. 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 ENDING ON	Policy Data Page	To facilitate changes to the ending date for the period during which the declared interest rate is guaranteed not to change. This date is based on the interest rate guarantee period elected by the applicant. The range for the number of available guarantee period options is any whole number between and including 1-8. The range for each guarantee period option is any whole number between and including 3-10 years. If the ranges change, we will submit a limited informational filing.
RENEWAL INTEREST RATE GUARANTEE PERIOD	Policy Data Page	To facilitate changes to the renewal interest rate guarantee period under the policy. The Policy Data Page illustrates an annual renewal period, which is the renewal period we intend to provide when this product is introduced. The range for this renewal period is between and including one month and 12 months. Changes to the renewal period will apply to new issues only. If the range changes, we will submit a limited filing.
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). The range for the rate is any whole number between and including 1% and 5%. However, it will never be less than the Nonforfeiture Rate (as calculated below) minus 1.35%. Any change will be applicable only to new issues. The GMIR is 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%.
SURRENDER CHARGE SCHEDULE	Policy Data Page	To facilitate changes to the Surrender Charge Schedules offered under the policy. The Policy Data Page illustrates a seven-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>Surrender Charge Schedules:</p> <table border="1"> <thead> <tr> <th>Year of Surrender</th> <th>3-Year SC*</th> <th>4-Year SC*</th> <th>5-Year SC*</th> <th>6-Year SC*</th> <th>7-Year SC*</th> <th>8-Year SC*</th> <th>9-Year SC*</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>	Year of Surrender	3-Year SC*	4-Year SC*	5-Year SC*	6-Year SC*	7-Year SC*	8-Year SC*	9-Year SC*	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%
Year of Surrender	3-Year SC*	4-Year SC*	5-Year SC*	6-Year SC*	7-Year SC*	8-Year SC*	9-Year SC*																																																																																			
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%																																																																																			
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 free withdrawal percentages is any whole number or fraction thereof, between and including 6% and 30%. If the range changes, we will submit a limited re-filing.																																																																																								
MVA INDEX	Policy Data Page	To facilitate changes to the components of the MVA Index. If a component changes, we will submit a limited re-filing.																																																																																								
MVA FACTOR	Policy Data Page	To facilitate changes to the components of the MVA factor. If a component changes, we will submit a limited re-filing.																																																																																								
ENHANCED DEATH BENEFIT	Policy Data Page	To allow flexibility of including the rider information when elected by the applicant, provided the rider is approved for use with this policy.																																																																																								
RIDER(S) AND ENDORSEMENT(S) NAME	Policy Data Page	To allow for flexibility should the Corporation choose to list all 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-A102 (02/2011)

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 accordance with the Explanation of Variability 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 NYLIAC's Executive or Home Office location change.
ANNUITY PRODUCT SELECTION/ MARKETING NAMES AND ABBREVIATIONS	Section 1	To allow for the flexibility of adding/changing/removing products, product features and marketing names (and their abbreviations) subject to the approval by the state's Department of Insurance, when required.
NEW YORK LIFE SECURE TERM FIXED ANNUITY INITIAL INTEREST RATE GUARANTEE PERIOD AND SURRENDER CHARGE PERIOD	Section 1	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 of years for a <i>particular</i> option is any whole number between and including 3 – 9 years. Subject to the approval by the state's Department of Insurance, 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.
NEW YORK LIFE SECURE GUARANTEE FIXED ANNUITY INITIAL INTEREST RATE GUARANTEE PERIOD AND SURRENDER CHARGE PERIOD	Section 1	<p>To allow for the flexibility of adding and/or removing Initial Interest Rate Guarantee Period options and Surrender Charge Period options.</p> <p>Initial Interest Rate Guarantee Period Options: The range for the number of <i>available</i> Initial Interest Rate Guarantee Period options is any whole number between and including 1–10. The range of years for a <i>particular</i> option is any whole number between and including 1 – 10 years.</p> <p>Surrender Charge Period Options: The range for the number of <i>available</i> Surrender Charge Period options is any whole number between and including 1–7.</p> <p>The range of years for a <i>particular</i> option is any whole number between and including 3 – 9 years. Subject to approval by the state's Department of Insurance, 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</p>

		material.
NEW YORK LIFE SECURE TERM MVA FIXED ANNUITY INITIAL INTEREST RATE GUARANTEE PERIOD AND SURRENDER CHARGE PERIOD	Section 1	To allow for the flexibility of adding and/or removing available options. The range for the number of available Initial Interest Rate Guarantee period and Surrender Charge period options is any whole number between and including 1–7. The range of years for a <i>particular</i> option is any whole number between and including 3 – 9 years. Subject to approval by the state’s Department of Insurance, 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.
ANNUITY COMMENCEMENT DATE	Section 1	To facilitate changes to comply with federal or state laws or regulations or to accommodate changes to the company’s marketing and suitability standards.
ANNUITY PLAN TYPE AND ERISA PLAN NOTE	Section 5	To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans. Also, to facilitate changes to the Note section relevant to changes affecting the plan.
ANNUITY PREMIUM	Section 6	To allow for the flexibility of changing the minimum and maximum Premium Amounts. The amount displayed is the Premium Amount used to purchase the policy. Initially, the minimum single premium that NYLIAC will accept for Secure Term MVA is \$15,000. The Premium Payment range for all products included on the application form is between and including \$5,000 – unlimited. Premium Payments of \$1,000,000 or more are subject to prior approval by NYLIAC. FPFA Information: This information would be removed if solicitation of the New York Life Flexible Premium Fixed Annuity (FPFA) product was discontinued. Instructions and reference to service forms may change due to administrative changes.
ANNUITY OPTIONAL RIDER(S)	Section 7	To facilitate adding rider information when new riders are approved by the state’s Department of Insurance for use with this product, and removing rider information when existing approved riders are withdrawn from use either by NYLIAC 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-A109

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 accordance with the Explanation of Variability 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 subject to the approval by the state's Department of Insurance, when required.
EXECUTIVE OFFICE/HOME OFFICE ADDRESSES	Top of form	To allow for the flexibility of changing this information should NYLIAC's Executive or Home Office location change.
ANNUITY COMMENCEMENT DATE	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 minimum and maximum Premium Amounts. The amount displayed is the Premium Amount used to purchase the policy. Initially, the minimum single premium that NYLIAC will accept is \$15,000. 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 SELECTION	Section 4	To allow for the flexibility of adding and/or removing available Initial Interest Rate Guaranteed Period and Surrender Charge Period 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 approval by the state's Department of Insurance, 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.
PLAN TYPE AND NOTE FOR QUALIFIED PLANS	Section 6	To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans. Also, to facilitate changes to the Note section relevant to changes affecting the plan types.
OPTIONAL RIDER(S)	Section 7	To facilitate adding rider information when new riders are approved by the state's Department of Insurance for use with this product, and removing rider information when existing approved riders are withdrawn from use either by NYLIAC or as required by state law.

All other bracketed items are John Doe information.



**APPLICATION FOR
[NEW YORK LIFE SECURE TERM MVA FIXED ANNUITY III]
DEFERRED FIXED ANNUITY**

Annuitants

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)					<input checked="" type="checkbox"/> Male	Date of Birth (mm/dd/yyyy): 01/01/1955	
John J. Doe					<input type="checkbox"/> Female	Social Security or Tax ID No.: 111-11-1111	
Residence: Street	City	State	Zip Code	Country	Telephone No.		
100 Main Street	Anytown	DE	11111	USA	Day: (111) 222-3333		Evening: (111) 222-3334
JOINT OWNER (if applicable) Name (First, Middle Initial, Last, Suffix)					Relationship to Annuitant		
					Self		
					Country of Citizenship		
					<input checked="" type="checkbox"/> U.S. Other _____		
					<input type="checkbox"/> Male	Date of Birth (mm/dd/yyyy): _____ / _____ / _____	
					<input type="checkbox"/> Female	Social Security or Tax ID No.: _____	
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	Date of Birth (mm/dd/yyyy): _____ / _____ / _____	
					<input type="checkbox"/> Female	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 \$ [**15,000**] (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.)

<input checked="" type="checkbox"/> 5 Years with 5-Year Surrender Charge Period	<input type="checkbox"/> 6 Years with 6-Year Surrender Charge Period
<input type="checkbox"/> 7 Years with 7-Year Surrender Charge Period	

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	Jane M. Doe	Spouse	100%
<input type="checkbox"/> Contingent			
<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	Prior Year Contribution	<input type="checkbox"/> Transfer or <input type="checkbox"/> Rollover
	\$ _____ Year _____	\$ _____ Year _____	\$ _____
	<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.
[NONE AVAILABLE]

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 statements 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.

I/WE UNDERSTAND THAT THE POLICY'S ACCUMULATION VALUE OR AMOUNTS RECEIVED AS A RESULT OF ANY PARTIAL WITHDRAWALS OR FULL SURRENDER TAKEN DURING THE SURRENDER CHARGE PERIOD, MAY BE INCREASED OR DECREASED BY THE APPLICATION OF A MARKET VALUE ADJUSTMENT. THERE IS NO GUARANTEE THAT I/WE WILL RECEIVE BACK THE FULL PREMIUM PAID.

Signed at _____ Anytown _____ DE _____ 09/01/2010
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 George Agent (111) 111-0000
Representative (print name) Representative's Tel. No.

DE - 123456 12345
Representative's State and License No. Representative's NYLIAC Code No.

General Office #111 101 Main Street, Anytown, DE 11111 (111) 111-0001
Broker/Agency Name and Address Broker/Agency Tel. No.