

<i>SERFF Tracking Number:</i>	<i>NYLC-126901572</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>47319</i>
<i>Company Tracking Number:</i>	<i>210-135, ET AL.</i>		
<i>TOI:</i>	<i>L04I Individual Life - Term</i>	<i>Sub-TOI:</i>	<i>L04I.003 Single Life - Single Premium</i>
<i>Product Name:</i>	<i>AD110 Term</i>		
<i>Project Name/Number:</i>	<i>AD110 Term/210-135, et al.</i>		

Filing at a Glance

Company: New York Life Insurance Company

Product Name: AD110 Term

SERFF Tr Num: NYLC-126901572 State: Arkansas

TOI: L04I Individual Life - Term

SERFF Status: Closed-Approved-
Closed State Tr Num: 47319

Sub-TOI: L04I.003 Single Life - Single Premium Co Tr Num: 210-135, ET AL.

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Team Leader, Robert
Williams III

Disposition Date: 01/06/2011

Date Submitted: 11/15/2010

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: AD110 Term

Status of Filing in Domicile:

Project Number: 210-135, et al.

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 01/06/2011

State Status Changed: 01/06/2011

Deemer Date:

Created By: Robert Williams III

Submitted By: Robert Williams III

Corresponding Filing Tracking Number:

Filing Description:

RE: New York Life Insurance Company

Individual Term Life Insurance

Yearly Renewable Convertible Term Policy, Form 210-135

Term Life Insurance Policy, Form 210-60

Yearly Renewable Convertible Term Insurance Rider, Form 210-340

Level Convertible Term Insurance Rider, Form 210-450

Disability Waiver of Premium Rider, Form 210-235

Endorsement form 6744-10

Endorsement form 6745-10

SERFF Tracking Number: NYLC-126901572 State: Arkansas
Filing Company: New York Life Insurance Company State Tracking Number: 47319
Company Tracking Number: 210-135, ET AL.
TOI: L04I Individual Life - Term Sub-TOI: L04I.003 Single Life - Single Premium
Product Name: AD110 Term
Project Name/Number: AD110 Term/210-135, et al.
NAIC #: 82666915
FEIN #: 13-5582869

Dear Commissioner:

We are enclosing for your Department's approval the new term insurance forms referred to above. The forms that are being replaced by these new forms and the dates that those replaced forms were previously approved by your Department are shown in the attached Appendix A. The enclosed policy and rider forms are intended for use in the general life insurance market and will be sold by Agents through New York Life's career distribution system.

Additional information concerning these forms follows.

POLICY (form 210-135) INFORMATION

Policy form 210-135 will be marketed as "New York Life Yearly Convertible Term". It will be available at issue ages 15-75 and will provide term insurance on an Insured for a minimum face amount of \$250,000 to a maximum of our current retention limit. This policy will have a guaranteed increasing premium for the first 10 policy years. After the tenth policy year, the policy can be renewed each year until the Insured is age 90, with premiums subject to change as stated in the policy, but can never be greater than the Maximum Premium stated on the Premium Schedule.

The term insurance provided under this policy form can be converted on either an original age or attained age basis as long as the policy is in effect with premiums paid to the date of conversion. The final dates for conversion are shown in the policy and, for conversion on an attained age basis, is determined as the later of the 10th policy anniversary or the policy anniversary at the insured's age 55.

The new form differs from the form being replaced, as follows:

- Premium rates have been revised;
- Policy text has been updated to be more consistent with our other newly developed policies;
- The final date for conversion on an original age basis has been changed from 10 years to 5 years;
- A conversion credit is payable for the policy's first 5 years (changed from the current 10 years).

POLICY (form 210-60) INFORMATION

Policy form 210-60 will be marketed as "New York Life Level Premium Convertible Term – [XX] Years Guaranteed Level Premium". It will be available at issue ages 15-75 to provide term insurance on an Insured for a minimum face amount of \$100,000 to a maximum of our current retention limit. This policy will have a level and guaranteed premium for the number of policy years chosen by the policy owner at time of application, from a choice of the first 5-20 policy years.

<i>SERFF Tracking Number:</i>	<i>NYLC-126901572</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>47319</i>
<i>Company Tracking Number:</i>	<i>210-135, ET AL.</i>		
<i>TOI:</i>	<i>L04I Individual Life - Term</i>	<i>Sub-TOI:</i>	<i>L04I.003 Single Life - Single Premium</i>
<i>Product Name:</i>	<i>AD110 Term</i>		
<i>Project Name/Number:</i>	<i>AD110 Term/210-135, et al.</i>		

After the initial level and guaranteed period, the policy can be renewed each year until the Insured is age 90, with premiums subject to change as stated in the policy, but can never be greater than the Maximum Premium stated in the Premium Schedule.

The term insurance provided under this policy form can be converted on either an original age or attained age basis as long as the policy is in effect with premiums paid to the date of conversion. The final dates for conversion are shown in the policy. In addition, the policy owner can choose to extend the conversion period applicable to conversions on an attained age basis by election of the Extension of Conversion Period Option (ECPO), endorsement form 6744-10. The conversion period can be extended to equal the level and guaranteed premium paying period selected for the policy from a period of time of 11-20 policy years. An additional amount for this benefit is added to the policy premium, as shown in the policy, if ECPO is elected. If ECPO is not elected, the final date for conversion on an attained age basis is the 10th policy anniversary. The final date for an original age term conversion is the fifth policy year.

The new form differs from the forms being replaced, as follows:

- The level and guaranteed premium period is no longer a fixed number of years and a choice of 5-20 years is now available;
- Premium rates have been revised;
- Policy text has been updated to be more consistent with our other newly developed policies;
- The final date for conversion on an original age basis has been changed from 10 years to 5 years;
- A conversion credit is payable during the first 5 policy years (changed from the current 10 years).

RIDER (form 210-340) INFORMATION

Rider form 210-340 will be marketed as “New York Life Yearly Convertible Term Rider” and will be available at issue ages 15-75 to provide term insurance on a Covered Insured with a minimum face amount of \$25,000. The rider will have a guaranteed increasing premium for the first 10 rider years. After the tenth year, premiums are subject to change as stated in the rider, but can never be greater than the Maximum Premium stated on the Premium Schedule.

Rider 210-340 will be available with both of the enclosed new policy forms. It will also be available with our previously approved Whole Life and Modified Premium Whole Life plans at issue ages 15-75.

RIDER (form 210-450) INFORMATION

Rider form 210-450 will be marketed as “New York Life Level Premium Convertible Term Rider – [XX] Year Guaranteed Level Premium” and will be available at issue ages 0-75 to provide term insurance on a Covered Insured with a minimum face amount of \$25,000. The rider will have a level and guaranteed premium for the number of rider years

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Filing Company: New York Life Insurance Company State Tracking Number: 47319
Company Tracking Number: 210-135, ET AL.
TOI: L04I Individual Life - Term Sub-TOI: L04I.003 Single Life - Single Premium
Product Name: AD110 Term
Project Name/Number: AD110 Term/210-135, et al.

chosen by the policy owner, from a choice of the first 5-20 rider years. The number of years chosen can be different than the base plan however it cannot be greater than the number of years chosen for the base policy.

Rider 210-450 will be available with enclosed policy form 210-60 only. It will also be available with our previously approved Whole Life and Modified Premium Whole Life plans at issue ages 15-75.

RIDER (form 210-235) INFORMATION

Rider form 210-235 is titled "Disability Waiver of Premium Rider" and will be available with both of the enclosed policy forms at issue ages 15-59. The rider expiry age is 65.

ENDORSEMENT (form 6744-10) INFORMATION

Endorsement form 6744-10 will be included in policy form 210-60 when the Extension of Conversion Privilege Option is elected in the application for the policy. It does not replace any previously approved form.

ENDORSEMENT (form 6745-10) INFORMATION

Endorsement form 6745-10 will be included in policy form 210-60 when the Extension of Conversion Privilege Option is elected in the application for rider form 210-450. It does not replace any previously approved form.

Certain previously approved rider forms will be made available with these term policy forms. The attached Appendix B gives the form numbers and approval dates of these rider forms.

ILLUSTRATIONS

In accordance with your Department's requirements, we wish to inform you that the enclosed policy and rider forms will be marketed with an illustration.

ADDITIONAL INFORMATION

The following information is enclosed in this submission:

- A copy of the above-mentioned policy form 210-135, for your approval. Please note that specimen data pages are also included.
- A copy of the above-mentioned policy form 210-60, for your approval. Please note that specimen data pages are also included.
- A copy of the above-mentioned rider form 210-340, for your approval. Please note that specimen data pages are also included.

SERFF Tracking Number: NYLC-126901572 State: Arkansas
Filing Company: New York Life Insurance Company State Tracking Number: 47319
Company Tracking Number: 210-135, ET AL.
TOI: L041 Individual Life - Term Sub-TOI: L041.003 Single Life - Single Premium
Product Name: AD110 Term
Project Name/Number: AD110 Term/210-135, et al.

- A copy of the above-mentioned rider form 210-450, for your approval. Please note that specimen data pages are also included.
- A copy of the above-mentioned rider form 210-235, for your approval.
- A copy of the above-mentioned endorsement form 6744-10, for your approval.
- A copy of the above-mentioned endorsement form 6745-10, for your approval.
- Actuarial Memorandum, which provides further information about the enclosed policy and rider forms.
- Statement of Variability along with annotated Data Pages.
- Readability Certifications applicable to the enclosed new forms.

Please find enclosed all transmittals required by your Department.

I hope that this information is satisfactory and that we may receive your Department's approval of the enclosed forms, at your earliest convenience. If you have any questions concerning this submission, please do not hesitate to contact me at my toll-free number, 1-877-464-0198.

Sincerely,
Linda E. LoPinto
Corporate Vice President
Encl.

Appendix A

NEW YORK LIFE INSURANCE COMPANY

FORMS BEING REPLACED AND APPROVAL DATES

New Form Number - Replaced Form Number - Replaced Form Title - Approval Date Of Replaced Form

210-60 207-130 Twenty Year Convertible Term Policy 2/13/2007
210-60 994-60.26 Five Year Level Term Policy 8/8/1994
210-135 207-135 Increasing Premium Convertible Term Policy 2/13/2007
210-340 208-340 Increasing Premium Convertible Term Insurance Rider 3/10/2010
210-450 996-450 Level Premium Convertible Term Insurance Rider 6/25/1996
210-235 996-235 Disability Waiver of Premium Rider 5/21/1996

SERFF Tracking Number: NYLC-126901572 State: Arkansas
Filing Company: New York Life Insurance Company State Tracking Number: 47319
Company Tracking Number: 210-135, ET AL.
TOI: L04I Individual Life - Term Sub-TOI: L04I.003 Single Life - Single Premium
Product Name: AD110 Term
Project Name/Number: AD110 Term/210-135, et al.

Appendix B

NEW YORK LIFE INSURANCE COMPANY

PREVIOUSLY APPROVED RIDERS FOR USE WITH POLICY FORMS 210-135 and 210-60

Rider Form Number - Title - Approval Date

208-200 Accidental Death Benefit 3/10/2008
208-247 Children's Insurance 3/10/2008
208-413 Policy Purchase Option 3/10/2008
205-375 Spouse's Paid-up Insurance Purchase Option 3/17/2005
991-495 Accelerated Benefits 8/2/1991
201-800 UPromise Account 1/7/2002

RIDER FORMS 210-340 and 210-450 WILL BE AVAILABLE WITH THE FOLLOWING PREVIOUSLY APPROVED POLICY FORMS

Policy Form Number - Plan Title - Approval Date

208-50.49 Modified Premium Whole Life 2/27/2008

Company and Contact

Filing Contact Information

Robert Williams III, Contract Associate III Robert_Williams_III@nyl.com
51 Madison Avenue 212-576-3449 [Phone]
Room 606 212-447-4141 [FAX]
New York, NY 10010

SERFF Tracking Number: NYLC-126901572 State: Arkansas
 Filing Company: New York Life Insurance Company State Tracking Number: 47319
 Company Tracking Number: 210-135, ET AL.
 TOI: L041 Individual Life - Term Sub-TOI: L041.003 Single Life - Single Premium
 Product Name: AD110 Term
 Project Name/Number: AD110 Term/210-135, et al.

Filing Company Information

New York Life Insurance Company CoCode: 66915 State of Domicile: New York
 51 Madison Avenue Group Code: 826 Company Type: Life
 New York, NY 10010 Group Name: State ID Number:
 (212) 576-4809 ext. [Phone] FEIN Number: 13-5582869

Filing Fees

Fee Required? Yes
 Fee Amount: \$140.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
New York Life Insurance Company	\$140.00	11/15/2010	41894387
New York Life Insurance Company	\$210.00	11/17/2010	42006780

SERFF Tracking Number: NYLC-126901572 State: Arkansas
 Filing Company: New York Life Insurance Company State Tracking Number: 47319
 Company Tracking Number: 210-135, ET AL.
 TOI: L04I Individual Life - Term Sub-TOI: L04I.003 Single Life - Single Premium
 Product Name: AD110 Term
 Project Name/Number: AD110 Term/210-135, et al.

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/06/2011	01/06/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	11/29/2010	11/29/2010	Robert Williams III	01/05/2011	01/05/2011
Pending Industry Response	Linda Bird	11/18/2010	11/18/2010			
Pending Industry Response	Linda Bird	11/17/2010	11/17/2010	Team Leader	11/17/2010	11/17/2010

SERFF Tracking Number: NYLC-126901572 *State:* Arkansas
Filing Company: New York Life Insurance Company *State Tracking Number:* 47319
Company Tracking Number: 210-135, ET AL.
TOI: L041 Individual Life - Term *Sub-TOI:* L041.003 Single Life - Single Premium
Product Name: AD110 Term
Project Name/Number: AD110 Term/210-135, et al.

Disposition

Disposition Date: 01/06/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NYLC-126901572 State: Arkansas
 Filing Company: New York Life Insurance Company State Tracking Number: 47319
 Company Tracking Number: 210-135, ET AL.
 TOI: L041 Individual Life - Term Sub-TOI: L041.003 Single Life - Single Premium
 Product Name: AD110 Term
 Project Name/Number: AD110 Term/210-135, et al.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Illustration Actuary Certification		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Annotations		Yes
Supporting Document	Certification		Yes
Form (revised)	Yearly Renewable Convertible Term Policy		Yes
Form	Yearly Renewable Convertible Term Policy	Replaced	Yes
Form (revised)	Term Life Insurance Policy		Yes
Form	Term Life Insurance Policy	Replaced	Yes
Form	Yearly Renewable Convertible Term Insurance Rider		Yes
Form	Level Convertible Term Insurance Rider		Yes
Form	Disability Waiver of Premium Rider		Yes
Form	Extension Of Conversion Privilege Option		Yes
Form	Extension Of Conversion Privilege Option		Yes

SERFF Tracking Number: NYLC-126901572 State: Arkansas
Filing Company: New York Life Insurance Company State Tracking Number: 47319
Company Tracking Number: 210-135, ET AL.
TOI: L041 Individual Life - Term Sub-TOI: L041.003 Single Life - Single Premium
Product Name: AD110 Term
Project Name/Number: AD110 Term/210-135, et al.

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 11/29/2010
Submitted Date 11/29/2010
Respond By Date 12/29/2010

Dear Robert Williams III,

This will acknowledge receipt of the captioned filing.

Objection 1

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

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

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

Please refer to policy General Provisions under the Suicide provision. After the incontestable period expiration you may not restart upon reinstatement. Review Ark. Code Ann. 23-81-115(a)(2)(E).

Please feel free to contact me if you have questions.

Sincerely,
Linda Bird

SERFF Tracking Number: NYLC-126901572 State: Arkansas
Filing Company: New York Life Insurance Company State Tracking Number: 47319
Company Tracking Number: 210-135, ET AL.
TOI: L04I Individual Life - Term Sub-TOI: L04I.003 Single Life - Single Premium
Product Name: AD110 Term
Project Name/Number: AD110 Term/210-135, et al.

Response Letter

Response Letter Status Submitted to State
Response Letter Date 01/05/2011
Submitted Date 01/05/2011

Dear Linda Bird,

Comments:

In response to your letter,

Response 1

Comments: As requested we have revised the language regarding incontestability. We have changed the form numbers of the policies 210-135.99 and 210-60.99 due to the change. Please find the certification attached in regards to Regulations 49, 19 and Code 23-79-183.

Related Objection 1

Comment:

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

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

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

Please refer to policy General Provisions under the Suicide provision. After the incontestable period expiration you may not restart upon reinstatement. Review Ark. Code Ann. 23-81-115(a)(2)(E).

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Certification

Comment:

SERFF Tracking Number: NYLC-126901572 State: Arkansas
 Filing Company: New York Life Insurance Company State Tracking Number: 47319
 Company Tracking Number: 210-135, ET AL.
 TOI: L04I Individual Life - Term Sub-TOI: L04I.003 Single Life - Single Premium
 Product Name: AD110 Term
 Project Name/Number: AD110 Term/210-135, et al.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Yearly Renewable Convertible Term Policy	210-135.99		Policy/Contract/Fraternal Certificate	Revised		0.000	210-135.99 final.pdf
Previous Version							
Yearly Renewable Convertible Term Policy	210-135		Policy/Contract/Fraternal Certificate	Revised		0.000	210-135.pdf
Term Life Insurance Policy	210-60.99		Policy/Contract/Fraternal Certificate	Revised		0.000	LCT 210-60.99 final.pdf
Previous Version							
Term Life Insurance Policy	210-60		Policy/Contract/Fraternal Certificate	Revised		0.000	LCT 210-60 .pdf

No Rate/Rule Schedule items changed.

Please feel free to contact me with any questions. Thank you and have a nice day.

Sincerely,
 Robert Williams III, Team Leader

SERFF Tracking Number: NYLC-126901572 State: Arkansas
Filing Company: New York Life Insurance Company State Tracking Number: 47319
Company Tracking Number: 210-135, ET AL.
TOI: L04I Individual Life - Term Sub-TOI: L04I.003 Single Life - Single Premium
Product Name: AD110 Term
Project Name/Number: AD110 Term/210-135, et al.

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	11/18/2010
Submitted Date	11/18/2010
Respond By Date	12/20/2010

Dear Robert Williams III,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

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

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

Please refer to policy General Provisions under the Suicide provision. After the incontestable period expiration you may not restart upon reinstatement. Review Ark. Code Ann. 23-81-115(a)(2)(E).

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

SERFF Tracking Number: NYLC-126901572 State: Arkansas
Filing Company: New York Life Insurance Company State Tracking Number: 47319
Company Tracking Number: 210-135, ET AL.
TOI: L041 Individual Life - Term Sub-TOI: L041.003 Single Life - Single Premium
Product Name: AD110 Term
Project Name/Number: AD110 Term/210-135, et al.

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	11/17/2010
Submitted Date	11/17/2010
Respond By Date	12/17/2010

Dear Robert Williams III,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$210.00 is received.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

SERFF Tracking Number: NYLC-126901572 State: Arkansas
Filing Company: New York Life Insurance Company State Tracking Number: 47319
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TOI: L04I Individual Life - Term Sub-TOI: L04I.003 Single Life - Single Premium
Product Name: AD110 Term
Project Name/Number: AD110 Term/210-135, et al.

Response Letter

Response Letter Status Submitted to State
Response Letter Date 11/17/2010
Submitted Date 11/17/2010

Dear Linda Bird,

Comments:

In response to your letter,

Response 1

Comments: We apologize for the inconvenience. The additional \$210 has been submitted.

Related Objection 1

Comment:

Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$210.00 is received.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thank you and have a nice day.

Sincerely,

Robert Williams III, Team Leader

SERFF Tracking Number: NYLC-126901572 State: Arkansas
 Filing Company: New York Life Insurance Company State Tracking Number: 47319
 Company Tracking Number: 210-135, ET AL.
 TOI: L041 Individual Life - Term Sub-TOI: L041.003 Single Life - Single Premium
 Product Name: AD110 Term
 Project Name/Number: AD110 Term/210-135, et al.

Form Schedule

Lead Form Number: 210-135

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	210-135.99	Policy/Cont Yearly Renewable ract/Fratern Convertible Term al Policy Certificate	Revised	Replaced Form #: 207-135 Previous Filing #:	0.000	210-135.99 final.pdf
	210-60.99	Policy/Cont Term Life Insurance ract/Fratern al Certificate	Revised	Replaced Form #: 207-130, 994-60.26 Previous Filing #:	0.000	LCT 210-60.99 final.pdf
	210-340	Policy/Cont Yearly Renewable ract/Fratern Convertible Term al Insurance Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: 208-340 Previous Filing #:	0.000	210-340.pdf
	210-450	Policy/Cont Level Convertible ract/Fratern Term Insurance al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: 996-450 Previous Filing #:	0.000	LT rider 210-450.pdf
	210-235	Policy/Cont Disability Waiver of ract/Fratern Premium Rider al Certificate: Amendmen	Revised	Replaced Form #: 996-235 Previous Filing #:	0.000	210-235.pdf

SERFF Tracking Number: NYLC-126901572 *State:* Arkansas
Filing Company: New York Life Insurance Company *State Tracking Number:* 47319
Company Tracking Number: 210-135, ET AL.
TOI: L04I Individual Life - Term *Sub-TOI:* L04I.003 Single Life - Single Premium
Product Name: AD110 Term
Project Name/Number: AD110 Term/210-135, et al.

6744-10	t, Insert Page, Endorseme nt or Rider Policy/Cont Extension Of Initial ract/Fratern Conversion Privilege al Option Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	0.000	ECPO end 6744-10.pdf
6745-10	Policy/Cont Extension Of Initial ract/Fratern Conversion Privilege al Option Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	0.000	ECPO end 6745-10.pdf

INSURED *[JOHN DOE]*
POLICY NUMBER *[00 000 000]*
POLICY DATE *[FEBRUARY 1, 2011]*

New York Life Insurance Company (A Mutual Company founded in 1845)
51 Madison Avenue, New York, New York 10010

New York Life Insurance Company will pay the benefits of this policy in accordance with its provisions. The pages which follow, the application and any riders or endorsements, are also a part of this policy.

Right To Examine Policy Please examine your policy. Within 10 days after delivery, you can return it to New York Life Insurance Company, or to the agent through whom it was purchased, with a written request for a refund of premium. Upon such request, the policy will be void from the start, and a full premium refund will be made.

Premiums The premiums payable for this policy are shown on the Policy Premium Schedule Data Pages. They are payable in accordance with the Premiums section.

Effective Date Of Coverage The Effective Date is the date the policy is delivered and the first premium is paid. Coverage does not begin until the Effective Date unless temporary coverage is obtained under a separate temporary coverage agreement.

READ YOUR POLICY CAREFULLY FOR FULL DETAILS.

This policy is executed as of the Issue Date shown on the Policy Information Data Page.

]
President

]
Secretary

YEARLY RENEWABLE CONVERTIBLE TERM INSURANCE POLICY

Life Insurance Proceeds Payable At Insured's Death.
Term Policy Renewable Each Year To Age 90, As Stated In The Premiums Section.
Term Policy Convertible, As Stated In The Conversion Section.
Premiums Payable As Shown On Policy Premium Schedule Data Pages.

This Policy Is Eligible For Dividends.

210-135.99

POLICY INFORMATION

INSURED **JOHN DOE**

AGE **35 MALE**

POLICY NUMBER **00 000 000**

CLASS OF RISK **STANDARD**

POLICY DATE **FEBRUARY 1, 2011**

ISSUE DATE **FEBRUARY 1, 2011**

OWNER **INSURED**

PLAN **NEW YORK LIFE YEARLY CONVERTIBLE TERM**

AMOUNT **BASE POLICY FACE AMOUNT**

\$250,000.00

BENEFICIARY
(subject to change)

FIRST – MARY DOE – SPOUSE OF INSURED

INSURED **JOHN DOE**

POLICY NUMBER **00 000 000**

POLICY PREMIUM SCHEDULE

PREMIUMS PAYABLE AT **ANNUAL** MODE, AS FOLLOWS:

BEGINNING AS OF 02-01-2011	TOTAL POLICY PREMIUM##	BASE POLICY PREMIUM
POLICY YEAR 1	\$377.50	\$377.50

SEE NEXT PAGE FOR CONTINUATION OF POLICY PREMIUM SCHEDULE

THE TOTAL POLICY PREMIUM REQUIRED TO BE PAID FOR THE FIRST YEAR FOR ALL MODES AVAILABLE, IS SHOWN BELOW. THESE AMOUNTS INCLUDE THE AMOUNTS FOR ADDITIONAL RIDERS OR OTHER BENEFITS. PAYMENT OF THE TOTAL POLICY PREMIUM BY A MODE OTHER THAN ANNUAL WILL RESULT IN A HIGHER TOTAL PREMIUM PAID EACH YEAR.

ANNUAL	SEMIANNUAL	QUARTERLY	MONTHLY	C-O-M
\$377.50	\$198.25	\$103.25.	\$N/A++	\$33.75. (Premiums payable per modal period)
\$377.50	\$396.50	\$413.00	\$N/A++	\$405.00 (Total premiums payable per year)

THE PREMIUMS SHOWN ABOVE INCLUDE THE FOLLOWING POLICY FEES – ANNUAL \$50.00, SEMIANNUAL \$28.00, QUARTERLY \$16.50, MONTHLY \$9.00, C-O-M \$5.00 PER MODAL PREMIUM. PAYMENT BY A MODE OTHER THAN THE ANNUAL MODE WILL RESULT IN A HIGHER TOTAL PREMIUM BEING PAID EACH POLICY YEAR.

++ NOT AVAILABLE. DOES NOT MEET MINIMUM PREMIUM REQUIREMENTS.

INSURED **JOHN DOE**

POLICY NUMBER **00 000 000**

CONTINUATION OF POLICY PREMIUM SCHEDULE

AFTER THIS BASE POLICY IS IN EFFECT FOR TEN YEARS FROM ITS POLICY DATE, ALL SCHEDULED BASE POLICY PREMIUMS ARE SUBJECT TO CHANGE. HOWEVER, THE ACTUAL PREMIUM DUE IN ANY POLICY YEAR WILL NEVER BE GREATER THAN THE MAXIMUM BASE POLICY PREMIUM SHOWN FOR THAT YEAR.

SEE PREMIUMS SECTION STARTING ON PAGE 6 OF THE POLICY FOR FURTHER DETAILS.

PREMIUMS PAYABLE AT **ANNUAL** MODE, AS FOLLOWS:

POLICY YEAR	SCHEDULED BASE POLICY PREMIUM	MAXIMUM BASE POLICY PREMIUM
2	\$417.50	\$417.50
3	450.00	450.00
4	480.00	480.00
5*	510.00	510.00
6	620.00	620.00
7	755.00	755.00
8	982.50	982.50
9	1,207.50	1,207.50
10	1,440.00	1,440.00
11	1,670.00	2,907.50
12	1,845.00	3,170.00
13	2,025.00	3,462.50
14	2,240.00	3,625.00
15	2,462.50	3,812.50
16	2,705.00	4,082.50
17	2,965.00	4,400.00
18	3,217.50	4,837.50
19	3,487.50	5,332.50
20*	3,757.50	5,950.00
21	4,040.00	6,650.00
22	4,350.00	7,362.50
23	4,680.00	8,120.00
24	5,062.50	8,712.50
25	5,495.00	9,400.00
26	6,005.00	10,232.50
27	6,592.50	11,262.50
28	7,275.00	12,507.50
29	8,080.00	13,887.50
30	9,010.00	15,300.00
31	10,080.00	16,695.00
32	11,302.50	18,037.50
33	12,687.50	19,345.00
34	14,255.00	20,720.00
35	16,005.00	22,082.50
36	17,962.50	23,732.50
37	20,132.50	25,537.50

SEE NEXT PAGE FOR CONTINUATION OF POLICY PREMIUM SCHEDULE.

* THE FINAL DATE FOR CONVERSION ON AN ATTAINED AGE BASIS IS 02-01-2031 AND ON AN ORIGINAL AGE BASIS IS 02-01-2016.

INSURED **JOHN DOE**

POLICY NUMBER **00 000 000**

CONTINUATION OF POLICY PREMIUM SCHEDULE

POLICY YEAR	SCHEDULED BASE POLICY PREMIUM	MAXIMUM BASE POLICY PREMIUM
38	\$22,530.00	\$27,995.00
39	25,165.00	30,462.50
40	28,050.00	32,957.50
41	31,197.50	35,857.50
42	33,917.50	38,945.00
43	36,667.50	42,512.50
44	39,410.00	46,637.50
45	42,225.00	51,332.50
46	45,220.00	56,345.00
47	48,495.00	61,957.50
48	52,122.50	67,620.00
49	56,137.50	73,557.50
50	60,380.00	80,012.50
51	64,722.50	87,607.50
52	69,010.00	95,920.00
53	73,185.00	104,857.50
54	77,747.50	114,250.00
55	82,242.50	123,970.00
56	THIS BASE POLICY ENDS	

INSURED **JOHN DOE**

POLICY NUMBER **00 000 000**

ADDITIONAL POLICY INFORMATION

AS DISCUSSED IN "CONVERSION ON AN ORIGINAL AGE BASIS" IN SECTION THREE, THE EXTRA PAYMENT FOR AN ORIGINAL AGE TERM CONVERSION WILL BE THE GREATER OF (A) PREMIUM VALUES ACCUMULATED AT A COMPOUND INTEREST RATE OF 6%, OR (B) A PERCENTAGE OF THE RESERVE FOR THE NEW POLICY OF 103%.

IN ADDITION, A CONVERSION CREDIT IS AVAILABLE FOR AN ATTAINED AGE CONVERSION DURING THE FIRST 5 POLICY YEARS.

AS DISCUSSED IN "REINSTATEMENT" IN SECTION FOUR, THE PERCENTAGE USED TO CALCULATE THE COST OF REINSTATEMENT IS 6%.

AS DISCUSSED IN "CONVERSION TO A PERMANENT POLICY" IN SECTION THREE, THE MINIMUM FACE AMOUNT FOR THIS POLICY IS \$250,000.

WE & YOU

In this policy, the words “we”, “our”, “us” or “the company” refer to New York Life Insurance Company, and the words “you” or “your” refer to the Owner of this policy.

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

CONTENTS

SECTION	PROVISIONS	PAGE
	POLICY DATA PAGES	
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TWO	OWNER AND BENEFICIARY	4
THREE	CONVERSION	5
FOUR	PREMIUMS	6
FIVE	DIVIDENDS	8
SIX	PAYMENT OF POLICY PROCEEDS	8
SEVEN	GENERAL PROVISIONS	8
	APPLICATION - Attached to the Policy	
	RIDERS OR ENDORSEMENTS (IF ANY) - Attached to the Policy	

Note: This policy is a legal contract between the policyowner and the Company.
PLEASE READ THIS POLICY CAREFULLY FOR FULL DETAILS.

SECTION ONE – LIFE INSURANCE PROCEEDS

1.1 Life Insurance Proceeds The proceeds payable under this policy include the face amount of this policy, as shown on the Policy Information Data Page, and the following (where applicable):

- any other benefits from riders payable because of the Insured's death, plus
- the part of any annual dividend earned from the last policy anniversary to the end of the policy month in which the Insured dies, plus
- any dividends left to accumulate at interest with us, plus
- any part of a premium paid for the period after the policy month in which the Insured dies, less
- the premium for one policy month if the Insured dies during a grace period or conversion period.

We will pay the life insurance proceeds to the beneficiary promptly when we have due proof that the Insured died on or after the Effective Date of this policy, subject to all of this policy's provisions. We will pay the life insurance proceeds in one sum. Further details are given in Section Six.

A claim for the life insurance proceeds includes a fully completed claim form and a certified death certificate or other lawful evidence providing equivalent information and proof of the claimant's interest in the proceeds. This claim must be made in writing at our Service Office or any other location that we indicate to you in writing.

SECTION TWO - OWNER AND BENEFICIARY

2.1 Owner The owner of this policy is shown on the Policy Information Data Page. In this policy, the words "you" and "your" refer to the owner. If the policy is owned by more than one person, the words "you" and "your" refer to all current owners of the policy.

2.2 Successor Owner A successor owner can be named in the application, or in a form we provide. The form and any other requirements must be completed and signed by you. If you die before the successor owner, the successor owner will become the new owner. If no successor owner survives you and you die before the Insured, your estate becomes the new owner.

2.3 Change Of Ownership You can change the owner of this policy in a form we provide. The form and any other requirements must be completed and signed by you. This change will take effect as of the date you signed the form, subject to any payment we made or action we took before recording the change. When this change takes effect, all rights of ownership will pass to the new owner. Changing the owner or successor owner cancels any prior choice of owner or successor owner, but does not change the beneficiary.

2.4 Beneficiary The beneficiary for any life insurance proceeds is the person or entity named in the application, or in a notice you sign that gives us the information we need. If more than one beneficiary is named, they can be classed as first, second, and so on. If two or more are named in a class, their share in the proceeds is equal, unless you state otherwise. The stated shares will be paid to any first beneficiaries who survive the Insured. If no first beneficiaries survive, payment will be made to any beneficiary surviving in the second class, and so on.

If no beneficiary, for either all or part of the proceeds, survives the Insured, the right to those proceeds will pass to you. If you are deceased, this right will pass to your estate.

SECTION TWO - OWNER AND BENEFICIARY (continued)

- 2.5 Change Of A Beneficiary** While the Insured is living, you can change a beneficiary by notifying us in writing. The notice must be signed by you and include the policy number, the name of the Insured, with the beneficiary designation clearly stated. This change will take effect as of the date you signed the notice, subject to any payment we made or action we took before recording the change. For example, if we make any payment before we record the change, we will not have to make the payment again.
- 2.6 Simultaneous Death Of Insured And Beneficiary** Unless stated otherwise in the policy or in your signed notice that is in effect at the Insured's death, if any beneficiary dies at the same time as the Insured or within 15 days after the Insured but before we receive due proof of the Insured's death, we will pay the life insurance proceeds as though that beneficiary died first.

SECTION THREE - CONVERSION

- 3.1 Conversion To A Permanent Policy** You can exchange all or part of this term insurance policy without proof of insurability, subject to the provisions of this policy. This type of exchange is called a conversion. This policy can be exchanged for a new permanent life insurance policy that we make available for such conversion.

To make a conversion, we must receive your application (signed by the Insured and you), the first premium for the new policy and any other payment for the new policy no later than 31 days after the final date of conversion, as described in this section. If the Insured dies during this 31-day conversion period and this policy has not been converted, we will pay the life insurance proceeds of this policy for the Insured reduced by an amount equal to the premium for this policy for one policy month.

Any portion of this policy's face amount that is converted ends when the new policy takes effect. If only part of this policy's face amount is converted, the remainder may be continued under this policy if it meets our minimum face amount requirements as shown on the Additional Policy Information Data Page. If it does not meet such minimum requirements, this policy and all riders attached to this policy will end.

The Insured's class of risk for the new policy will be the same as it was for this policy. If this policy is in a class of risk that is not available on the new policy as of the Policy Date shown on the Policy Data Pages of the new policy, the new policy's class of risk will be the best class the Insured would have qualified for under the new policy as of the Policy Date of this policy.

- 3.2 Types Of Conversion** You can choose to convert either on an attained age or an original age basis. In either case, this policy must be in effect with premiums paid to the date of conversion for the permanent life insurance policy you choose.
- 3.3 Conversion On An Attained Age Basis** If you choose to convert this policy on an attained age basis, we will issue you a new policy. The new policy can be on any permanent life insurance product that we make available for such conversion and that is offered for sale by New York Life Insurance Company or one of its subsidiary companies on the date of conversion. The premium for the new policy will be based on the Insured's age and gender at the time of conversion and the premium rates currently in effect for the new policy that you choose in accordance with this section. The policy date for the new policy will be the date the conversion is made.

Final Date For Conversion The final date for conversion on an attained age basis is shown on the Continuation of Policy Premium Schedule Data Page.

SECTION THREE – CONVERSION (continued)

Conversion Credit We provide a credit for conversion on an attained age basis to the new policy for only that amount of time shown on the Additional Policy Information Data Page. At the time of conversion, we will tell you the amount, if any, of the credit that will be applied to the new policy. Where required by law or regulation, the amount of this credit is on file with the insurance official in the state or district in which this policy is issued.

3.4 Conversion On An Original Age Basis If you choose to convert this term policy on an original age basis, we will issue you a whole life policy that we make available for such conversion and that was offered for sale by New York Life Insurance Company or one of its subsidiary companies on the Issue Date of this term policy. The new policy will have the same provisions and be subject to the same limitations that apply to the whole life policies being offered for this type of conversion. The premium rates for the new whole life policy you choose and we offer for such conversion in accordance with this section will be based on the Insured's age and gender at the time this term policy was issued. The policy date for the new whole life policy and this term policy will be the same.

Final Date For Conversion The final date for conversion on an original age basis is shown on the Continuation of Policy Premium Schedule Data Page.

Extra Payment When this conversion is made, you must make an extra payment. This extra payment will be no more than the greater of: (a) the difference between the premiums (less any dividends) that would have been paid for the new policy and the premiums (less any dividends) actually paid for this term policy, with each such premium value accumulated at an interest rate that is compounded annually; and (b) a percentage of the reserve for the new policy as of the date of conversion. The annual interest rate used to compute (a) and the percentage of the reserve used to compute (b) are shown on the Additional Policy Information Data Page.

3.5 Contestable And Suicide Exclusion Periods Except as noted below, any suicide exclusion or contestable period for the new policy that is issued under either type of conversion will be measured from this term policy's Issue Date. If the new policy is issued with a rider or with an additional amount of insurance, the suicide exclusion and contestable periods for such rider or additional amount of insurance will be measured instead from the Issue Date of the new policy.

3.6 Available Riders With New Policy You can have a Disability Waiver of Premium rider made a part of the new policy that is issued due to either type of conversion, if one is in effect under this term policy on the date of conversion. The Insured must meet our issue age limits and must not be totally disabled as defined in the Disability Waiver of Premium rider in effect under this term policy. However, if the Insured has recovered from a total disability that had gone on for at least 6 months in a row, a Disability Waiver of Premium rider can only be added to a new policy for which premiums are payable to at least the Insured's age 100.

You can have an Accidental Death Benefit rider made a part of the new policy if one is in effect under this term policy on the date of conversion and if the Insured meets our issue age limits. The benefit amount of the new rider cannot be more than the benefit amount that ends under this term policy at the time of conversion.

No other riders can be made a part of the new policy unless we agree.

SECTION FOUR – PREMIUMS

4.1 Premium Payment Each premium for this policy is payable in United States currency, while the Insured is living, on or before its due date, as shown on the Continuation of Policy Premium Schedule Data Page. Premiums are payable in advance at our Home Office or at one of our Service Offices. The first premium may also be paid to any one of our authorized agents in exchange for a receipt signed by the President or Secretary of the Company and duly countersigned by you.

SECTION FOUR – PREMIUMS (continued)

Premiums can be paid at monthly modes by preauthorized bank arrangement (referred to as C-O-M in this policy), or every 3 months, 6 months, once each year, or by any other mode we make available. The premium rate for each of these modes is determined using the method in effect as of the Policy Date. You can change the premium mode by notifying us in writing at our Service Office and by paying the correct premium for the new mode.

4.2 Grace Period We allow 31 days from the due date for payment of every premium after the first premium. This is called a grace period. All insurance coverage continues during this grace period.

If a premium is not paid by the end of this grace period, this policy will lapse and all insurance will end. If the Insured dies during a grace period, we will reduce the life insurance proceeds by an amount equal to the premium for one policy month.

4.3 Renewal Of Policy You can renew this policy year by year by paying the premiums shown on the Policy Premium Schedule Data Pages.

4.4 Right To Change Premiums The premiums for this policy are guaranteed for the number of years shown on the Continuation of Policy Premium Schedule Data Page. Scheduled Base Policy Premiums after that guaranteed period are not guaranteed and we have the right to change those Scheduled Base Policy Premiums as explained below. Any change to Scheduled Base Policy Premiums will take effect on the policy anniversary that follows the date of such change.

For the policy years after the guaranteed period, we will review the Scheduled Base Policy Premiums yearly to determine if any premium changes should be made, based on changes in future expectations for items such as investment earnings, mortality, persistency and expenses, including federal and state taxes. Any change will apply to all policies in the same class, based on gender, class of risk, issue age and duration since issue of such insurance. Any change in Scheduled Base Policy Premiums will be made in accordance with the procedures and standards on file with the insurance official in the state or district in which the policy is issued.

The actual premium payable for the policy years following this policy's issue date that are not guaranteed may be different than the corresponding Scheduled Base Policy Premium shown for that year on the Continuation of Policy Premium Schedule Data Page. However, the actual premium payable will never be greater than the Maximum Base Policy Premium shown for that year.

4.5 Cancellation Of Policy If this policy is still in effect on the anniversary on which the Insured is age 90, it will end on that date. It will also end for nonpayment of premiums. You can cancel this policy at any time. If you cancel the policy prior to the due date of a premium, coverage will end on the date of your signed request for cancellation and we will refund any premium already paid for the remainder of the term period, on a pro-rata basis.

4.6 Reinstatement Within 5 years after lapse, you can apply to reinstate the policy if:

- (a) You have not already cancelled it;
- (b) The Insured is alive and
- (c) The Insured's age is less than 90.

In order to reinstate the policy, we must have evidence of insurability for the Insured that is acceptable to us. All overdue premiums must also be paid with interest accrued from each of their due dates. This annual rate is shown on the Additional Policy Information Data Page.

We will not need evidence of insurability if we receive the required payment within 31 days after the end of the grace period, but the Insured must be living when we receive payment.

SECTION FIVE – DIVIDENDS

- 5.1 Dividend Eligibility** Although this policy is eligible to share in our divisible surplus, it is not expected that any dividends will be payable on this policy. Each year we determine the policy's share of the divisible surplus, if any. This share, if any, is payable as a dividend on the policy anniversary, if all premiums due have been paid.
- 5.2 Dividend Options** Each dividend can be applied under one of the 3 options listed below. Any option can be elected in the application. You can also elect or change the option for future dividends if you tell us in your signed notice.
- 1. Dividend Accumulation** – Left with us to accumulate at interest. On each policy anniversary, we credit interest at the rate we set each year. This rate will be at least the rate required by law. Before the Insured's death, you can withdraw accumulations, with interest to the date of withdrawal. Any accumulations which we still have at the Insured's death will be added to the life insurance proceeds. If this policy lapses, we will pay you any accumulations we have in one sum.
 - 2. Premium Payment** – Applied toward payment of a premium, provided any balance of that premium is also paid when due. Any remaining dividend not used to pay a premium will be paid in cash.
 - 3. Cash** – Paid in cash.
- 5.3 Automatic Dividend Option** If no other option is in effect when a dividend becomes payable, we will apply it as a dividend accumulation. If we pay a dividend in cash and the dividend check is not cashed within one year, that check will be void and we will apply the dividend as a dividend accumulation.
- 5.4 Dividend At Death** The part of any annual dividend earned from the last policy anniversary to the end of the policy month in which the Insured dies will be part of the life insurance proceeds.

SECTION SIX – PAYMENT OF POLICY PROCEEDS

- 6.1 Payment Of Policy Proceeds** The proceeds of this policy will be paid in one sum, which will bear interest computed daily from the date of the Insured's death to the date of payment. We set the interest rate each year. This rate will not be less than the rate required by law.

SECTION SEVEN - GENERAL PROVISIONS

- 7.1 Entire Contract** The entire contract consists of this policy, any attached riders or endorsements, and the attached copy of the application. Also, any application used to modify this policy, (including but not limited to a request to add a rider, to change to a smaller amount of insurance, or for reinstatement) will be attached to and made a part of this policy. Only our Chairman, President, Secretary, or one of our Vice Presidents is authorized to change the contract, and then, only in writing. No change will be made to this contract without your consent. No agent is authorized to change this contract.
- 7.2 Information Provided In The Application** In issuing this policy, we have relied on the statements made in the application. All such statements, in the absence of fraud, are deemed to be representations and not warranties. We assume these statements are true and complete to the best of the knowledge and belief of those who made them. No statement made in connection with the application will be used by us to void this policy or to deny a claim, unless that statement is a material misrepresentation and is part of the application.
- 7.3 Contestable Period** We will not contest this policy after it has been in effect during the lifetime of the Insured for 2 years from the Issue Date, except for non-payment of premium.

If this policy ends and is reinstated, we will not contest this policy based on statements made in the application for reinstatement after it has been in effect during the lifetime of the Insured for 2 years from the date of reinstatement.

SECTION SEVEN - GENERAL PROVISIONS (continued)

- 7.4 Suicide Exclusion** Suicide of the Insured, while sane or insane within 2 years of the Issue Date is not covered by this policy. In that event, this policy will end and the only amount payable will be the premiums paid to us, less any dividends paid.
- 7.5 Policy Date** The Policy Date is the date from which premiums are calculated and become due. That date is shown on the Policy Information Data Page. The Policy Date can be chosen to correspond to the definition of the Effective Date, as shown on the cover page of this policy. You can request another date if it is preferable to pay premiums on that date or have policy values accrue as of that date. If no specific Policy Date is chosen, and no temporary coverage applies, the date the policy is issued will be the Policy Date. The Policy Date is also the date from which policy years, months, and anniversaries are measured, unless otherwise stated.
- 7.6 Calculation Of Age** Unless otherwise stated, the Insured's age is the age on the birthday nearest the Policy Date and is shown on the Policy Information Data Page. The Insured's attained age is the age on the Policy Information Data Page plus the number of policy years completed since the Policy Date.
- 7.7 Misstatement Of Age Or Gender** If the age or gender of the Insured is incorrectly stated in the application, the life insurance proceeds payable will be what the premiums paid would have purchased at the correct age and gender.
- 7.8 Assignment** While the Insured is living, you can assign this policy, or any interest in it. If you do this, your interest and anyone else's, is subject to that of the assignee. As owner, you still have the rights of ownership that have not been assigned.
- You must provide us with a copy of the assignment. We are not responsible for the validity of any assignment. Any assignment will be subject to any payment we make or other action we take before we record the assignment. An assignee cannot change the owner or beneficiary of this policy. Any amount payable to the assignee will be paid in one sum.
- 7.9 Protection Against Creditors** Payments we make under this policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditors.
- 7.10 Payments To Company** Any payment made to us by check or money order must be payable to New York Life Insurance Company. When asked, we will provide a countersigned receipt, signed by our President or Secretary, for any premium paid to us.
- 7.11 Conformity With Law** This policy is subject to all laws that apply. We reserve the right to make changes to this policy to ensure that this policy, or any policies into which it may be converted, at all times qualifies as life insurance for federal income tax purposes.
- 7.12 Voting Rights** Each year there is an election of persons to our Board of Directors. You have the right to vote in person or by mail if your policy is in effect, and has been in effect for at least one year after the Issue Date. To find out more about this, write to the Secretary at our Home Office, 51 Madison Avenue, New York, New York 10010.
- 7.13 Duty To Cooperate** You, the applicant, the insured and the beneficiary under this policy all have a duty to cooperate with us in the underwriting of this policy and in the investigation of any claim for benefits under the policy, including any attached riders. The duty to cooperate includes but is not limited to providing signed authorizations, in the form we request and without time limitation, for the release of information concerning all representations made in connection with the application, including medical condition and history and financial and employment information.

Home Office - 51 Madison Avenue
New York, N.Y. 10010

A Mutual Company Founded In 1845

YEARLY RENEWABLE CONVERTIBLE TERM INSURANCE POLICY

Life Insurance Proceeds Payable At Insured's Death.

Term Policy Renewable Each Year To Age 90, As Stated In The Premiums Section.

Term Policy Convertible, As Stated In The Conversion Section.

Premiums Payable As Shown On Policy Premium Schedule Data Pages.

This Policy Is Eligible For Dividends.

210-135.99

INSURED: [JOHN DOE]
POLICY NUMBER: [00 000 000]
POLICY DATE: [FEBRUARY 1, 2011]

New York Life Insurance Company (A Mutual Company founded in 1845)

51 Madison Avenue, New York, New York 10010

New York Life Insurance Company will pay the benefits of this policy in accordance with its provisions. The pages which follow, the application and any riders or endorsements, are also a part of this policy.

Right To Examine Policy Please examine your policy. Within 20 days after delivery, you can return it to New York Life Insurance Company, or to the agent through whom it was purchased, with a written request for a refund of premium. Upon such request, the policy will be void from the start, and a full premium refund will be made.

Premiums The premiums payable for this policy are shown on the Policy Premium Schedule Data Pages. They are payable in accordance with the Premiums section.

Effective Date Of Coverage The Effective Date is the date the policy is delivered and the first premium is paid. Coverage does not begin until the Effective Date unless temporary coverage is obtained under a separate temporary coverage agreement.

READ YOUR POLICY CAREFULLY FOR FULL DETAILS.

This policy is executed as of the Issue Date shown on the Policy Information Data Page.


[Theodore A. Blau]
President


[Susan A. Thayer]
Secretary

TERM LIFE INSURANCE POLICY

Life Insurance Proceeds Payable At Insured's Death.
Term Policy Renewable Each Year To Age 90, As Stated In The Premiums Section.
Term Policy Convertible, As Stated In The Conversion Section.
Premiums Payable As Shown On Policy Premium Schedule Data Pages.

This Policy Is Eligible For Dividends.

210-60.99

POLICY INFORMATION

INSURED **JOHN DOE**

AGE **35 MALE**

POLICY NUMBER **00 000 000**

CLASS OF RISK **STANDARD**

POLICY DATE **FEBRUARY 1, 2011**

ISSUE DATE **FEBRUARY 1, 2011**

OWNER **INSURED**

PLAN **NEW YORK LIFE LEVEL PREMIUM CONVERTIBLE TERM - 15 YEARS GUARANTEED LEVEL PREMIUM**

AMOUNT **BASE POLICY FACE AMOUNT**

\$250,000.00

BENEFICIARY
(subject to change)

FIRST – MARY DOE – WIFE OF INSURED

INSURED **JOHN DOE**

POLICY NUMBER **00 000 000**

POLICY PREMIUM SCHEDULE

PREMIUMS PAYABLE AT **ANNUAL** MODE, AS FOLLOWS:

BEGINNING AS OF 02-01-2011	TOTAL POLICY PREMIUM##	BASE POLICY PREMIUM
POLICY YEAR 1*	\$703.75	\$703.75

SEE NEXT PAGE FOR CONTINUATION OF POLICY PREMIUM SCHEDULE

*THE BASE POLICY PREMIUMS FOR THE FIRST 15 POLICY YEARS ARE LEVEL AND GUARANTEED AS SHOWN ABOVE AND ON THE CONTINUATION OF POLICY PREMIUM SCHEDULE. AFTER THE 15TH POLICY YEAR, THE SCHEDULED BASE POLICY PREMIUMS ARE SUBJECT TO CHANGE. HOWEVER, THE ACTUAL BASE POLICY PREMIUM DUE IN ANY POLICY YEAR AFTER THE 15TH POLICY YEAR WILL NEVER BE GREATER THAN THE MAXIMUM BASE POLICY PREMIUM SHOWN FOR THAT YEAR. SEE SECTION 4.4 FOR FURTHER DETAILS.

THE TOTAL POLICY PREMIUM REQUIRED TO BE PAID FOR THE FIRST YEAR FOR ALL MODES AVAILABLE, IS SHOWN BELOW. THESE AMOUNTS INCLUDE THE AMOUNTS FOR ADDITIONAL RIDERS OR OTHER BENEFITS. PAYMENT OF THE TOTAL POLICY PREMIUM BY A MODE OTHER THAN ANNUAL WILL RESULT IN A HIGHER TOTAL PREMIUM PAID EACH YEAR.

ANNUAL	SEMIANNUAL	QUARTERLY	MONTHLY	C-O-M
\$ 703.75	\$368.00	\$189.75	\$ N/A++	\$62.50 (Premiums payable per modal period)
\$ 703.75	\$736.00	\$759.00	\$ N/A++	\$750.00 (Total premiums payable per year)

THE PREMIUMS SHOWN ABOVE INCLUDE THE FOLLOWING POLICY FEES – ANNUAL \$50.00, SEMIANNUAL \$28.00, QUARTERLY \$16.50, MONTHLY \$9.00, C-O-M \$5.00 PER MODAL PREMIUM. PAYMENT BY A MODE OTHER THAN THE ANNUAL MODE WILL RESULT IN A HIGHER TOTAL PREMIUM BEING PAID EACH POLICY YEAR.

++ NOT AVAILABLE. DOES NOT MEET MINIMUM PREMIUM REQUIREMENTS.

INSURED **JOHN DOE**

POLICY NUMBER **00 000 000**

CONTINUATION OF POLICY PREMIUM SCHEDULE

AFTER THIS BASE POLICY IS IN EFFECT FOR 15 YEARS FROM ITS POLICY DATE, ALL SCHEDULED BASE POLICY PREMIUMS ARE SUBJECT TO CHANGE. HOWEVER, THE ACTUAL PREMIUM DUE IN ANY POLICY YEAR WILL NEVER BE GREATER THAN THE MAXIMUM BASE POLICY PREMIUM SHOWN FOR THAT YEAR.

SEE PREMIUMS SECTION STARTING ON PAGE 6 OF THE POLICY FOR FURTHER DETAILS.

PREMIUMS PAYABLE AT **ANNUAL** MODE, AS FOLLOWS:

POLICY YEAR	SCHEDULED BASE POLICY PREMIUM	MAXIMUM BASE POLICY PREMIUM
2	\$703.75	\$703.75
3	703.75	703.75
4	703.75	703.75
5*	703.75	703.75
6	703.75	703.75
7	703.75	703.75
8	703.75	703.75
9	703.75	703.75
10	703.75	703.75
11	703.75	703.75
12	703.75	703.75
13	703.75	703.75
14	703.75	703.75
15*	703.75	703.75
16	4,082.50	4,082.50
17	4,400.00	4,400.00
18	4,837.50	4,837.50
19	5,332.50	5,332.50
20	5,950.00	5,950.00
21	6,650.00	6,650.00
22	7,362.50	7,362.50
23	8,120.00	8,120.00
24	8,712.50	8,712.50
25	9,400.00	9,400.00
26	10,232.50	10,232.50
27	11,262.50	11,262.50
28	12,507.50	12,507.50
29	13,887.50	13,887.50
30	15,300.00	15,300.00
31	16,695.00	16,695.00

SEE NEXT PAGE FOR CONTINUATION OF POLICY PREMIUM SCHEDULE

* THE FINAL DATE FOR CONVERSION ON AN ATTAINED AGE BASIS IS 02-01-2021 AND ON AN ORIGINAL AGE BASIS IS 02-01-2016.

INSURED **JOHN DOE**

POLICY NUMBER **00 000 000**

CONTINUATION OF POLICY PREMIUM SCHEDULE

POLICY YEAR	SCHEDULED BASE POLICY PREMIUM	MAXIMUM BASE POLICY PREMIUM
32	\$18,037.50	\$18,037.50
33	19,345.00	19,345.00
34	20,720.00	20,720.00
35	22,082.50	22,082.50
36	23,732.50	23,732.50
37	25,537.50	25,537.50
38	27,995.00	27,995.00
39	30,462.50	30,462.50
40	32,957.50	32,957.50
41	35,857.50	35,857.50
42	38,945.00	38,945.00
43	42,512.50	42,512.50
44	46,637.50	46,637.50
45	51,332.50	51,332.50
46	56,345.00	56,345.00
47	61,957.50	61,957.50
48	67,620.00	67,620.00
49	73,557.50	73,557.50
50	80,012.50	80,012.50
51	87,607.50	87,607.50
52	95,920.00	95,920.00
53	104,857.50	104,857.50
54	114,250.00	114,250.00
55	123,970.00	123,970.00
56	THIS BASE POLICY ENDS	

INSURED **JOHN DOE**

POLICY NUMBER **00 000 000**

ADDITIONAL POLICY INFORMATION

AS DISCUSSED IN "CONVERSION ON AN ORIGINAL AGE BASIS" IN SECTION THREE, THE EXTRA PAYMENT FOR AN ORIGINAL AGE TERM CONVERSION WILL BE THE GREATER OF (A) PREMIUM VALUES ACCUMULATED AT A COMPOUND INTEREST RATE OF 6%, OR (B) A PERCENTAGE OF THE RESERVE FOR THE NEW POLICY OF 103%.

IN ADDITION, A CONVERSION CREDIT IS AVAILABLE FOR AN ATTAINED AGE CONVERSION DURING THE FIRST 5 POLICY YEARS.

AS DISCUSSED IN "REINSTATEMENT" IN SECTION FOUR, THE PERCENTAGE USED TO CALCULATE THE COST OF REINSTATEMENT IS 6%.

AS DISCUSSED IN "CONVERSION TO A PERMANENT POLICY" IN SECTION THREE, THE MINIMUM FACE AMOUNT FOR THIS POLICY IS \$100,000.

WE & YOU

In this policy, the words “we”, “our”, “us” or “the company” refer to New York Life Insurance Company, and the words “you” or “your” refer to the Owner of this policy.

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

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SECTION	PROVISIONS	PAGE
	POLICY DATA PAGES	
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	RIDERS OR ENDORSEMENTS (IF ANY) - Attached to the Policy	

Note: This policy is a legal contract between the policyowner (s) and the Company.
PLEASE READ THIS POLICY CAREFULLY FOR FULL DETAILS.

SECTION ONE – LIFE INSURANCE PROCEEDS

1.1 Life Insurance Proceeds The proceeds payable under this policy include the face amount of this policy, as shown on the Policy Information Data Page, and the following (where applicable):

- any other benefits from riders payable because of the Insured's death, plus
- the part of any annual dividend earned from the last policy anniversary to the end of the policy month in which the Insured dies, plus
- any dividends left to accumulate at interest with us, plus
- any part of a premium paid for the period after the policy month in which the Insured dies, less
- the premium for one policy month if the Insured dies during a grace period or conversion period.

We will pay the life insurance proceeds to the beneficiary promptly when we have due proof that the Insured died on or after the Effective Date of this policy, subject to all of this policy's provisions. We will pay the life insurance proceeds in one sum within 60 days after we have received due proof of the Insured's death. Further details are given in Section Six.

A claim for the life insurance proceeds includes a fully completed claim form and a certified death certificate or other lawful evidence providing equivalent information and proof of the claimant's interest in the proceeds. This claim must be made in writing at our Service Office or any other location that we indicate to you in writing.

SECTION TWO - OWNER AND BENEFICIARY

2.1 Owner The owner of this policy is shown on the Policy Information Policy Data Page. In this policy, the words "you" and "your" refer to the owner. If the policy is owned by more than one person, the words "you" and "your" refer to all current owners of the policy.

2.2 Successor Owner A successor owner can be named in the application, or in a form we provide. The form and any other requirements must be completed and signed by you. If you die before the successor owner, the successor owner will become the new owner. If no successor owner survives you and you die before the Insured, your estate becomes the new owner.

2.3 Change Of Ownership You can change the owner of this policy in a form we provide. The form and any other requirements must be completed and signed by you. This change will take effect as of the date you signed the form, subject to any payment we made or action we took before recording the change. When this change takes effect, all rights of ownership will pass to the new owner. Changing the owner or successor owner cancels any prior choice of owner or successor owner, but does not change the beneficiary.

2.4 Beneficiary The beneficiary for any life insurance proceeds is the person or entity named in the application, or in a notice you sign that gives us the information we need. If more than one beneficiary is named, they can be classed as first, second, and so on. If two or more are named in a class, their share in the proceeds is equal, unless you state otherwise. The stated shares will be paid to any first beneficiaries who survive the Insured. If no first beneficiaries survive, payment will be made to any beneficiary surviving in the second class, and so on.

If no beneficiary, for either all or part of the proceeds, survives the Insured, the right to those proceeds will pass to you. If you are deceased, this right will pass to your estate.

SECTION TWO - OWNER AND BENEFICIARY (continued)

- 2.5 Change Of A Beneficiary** While the Insured is living, you can change a beneficiary by notifying us in writing. The notice must be signed by you and include the policy number, the name of the Insured, with the beneficiary designation clearly stated. This change will take effect as of the date you signed the notice, subject to any payment we made or action we took before recording the change. For example, if we make any payment before we record the change, we will not have to make the payment again.
- 2.6 Simultaneous Death Of Insured And Beneficiary** Unless stated otherwise in the policy or in your signed notice that is in effect at the Insured's death, if any beneficiary dies at the same time as the Insured or within 15 days after the Insured but before we receive due proof of the Insured's death, we will pay the life insurance proceeds as though that beneficiary died first.

SECTION THREE - CONVERSION

- 3.1 Conversion To A Permanent Policy** You can exchange all or part of this term insurance policy without proof of insurability, subject to the provisions of this policy. This type of exchange is called a conversion. This policy can be exchanged for a new permanent life insurance policy that we make available for such conversion.

To make a conversion, we must receive your application (signed by the Insured and you), the first premium for the new policy and any other payment for the new policy no later than 31 days after the final date of conversion, as described in this section. If the Insured dies during this 31-day conversion period and this policy has not been converted, we will pay the life insurance proceeds of this policy for the Insured reduced by an amount equal to the premium for this policy for one policy month.

Any portion of this policy's face amount that is converted ends when the new policy takes effect. If only part of this policy's face amount is converted, the remainder may be continued under this policy if it meets our minimum face amount requirements, as shown on the Additional Policy Information Data Page. If it does not meet such minimum requirements, this policy and all riders attached to this policy will end.

The Insured's class of risk for the new policy will be the same as it was for this policy. If this policy is in a class of risk that is not available on the new policy as of the Policy Date shown on the Policy Data Pages of the new policy, the new policy's class of risk will be the best class the Insured would have qualified for under the new policy as of the Policy Date of this policy.

- 3.2 Types Of Conversion** You can choose to convert either on an attained age or an original age basis. In either case this policy must be in effect with premiums paid to the date of conversion for the permanent life insurance policy you choose.
- 3.3 Conversion On An Attained Age Basis** If you choose to convert this policy on an attained age basis, we will issue you a new policy. The new policy can be on any permanent life insurance product that we make available for such conversion and that is offered for sale by New York Life Insurance Company or one of its subsidiary companies on the date of conversion. The premium for the new policy will be based on the Insured's age and gender at the time of conversion and the premium rates currently in effect for the new policy that you choose in accordance with this section. The policy date for the new policy will be the date the conversion is made.

Final Date For Conversion The final date for conversion on an attained age basis is shown on the Continuation of Policy Premium Schedule Data Page.

SECTION THREE – CONVERSION (continued)

Conversion Credit We provide a credit for conversion on an attained age basis to the new policy for only that amount of time shown on the Additional Policy Information Data Page. At the time of conversion, we will tell you the amount, if any, of the credit that will be applied to the new policy. Where required by law or regulation, the amount of this credit is on file with the insurance official in the state or district in which this policy is issued.

3.4 Conversion On An Original Age Basis If you choose to convert this term policy on an original age basis, we will issue you a whole life policy that we make available for such conversion and that was offered for sale by New York Life Insurance Company or one of its subsidiary companies on the Issue Date of this term policy. The new policy will have the same provisions and be subject to the same limitations that apply to the whole life policies being offered for this type of conversion. The premium rates for the new whole life policy you choose and we offer for such conversion in accordance with this section will be based on the Insured's age and gender at the time this term policy was issued. The policy date for the new whole life policy and this term policy will be the same.

Final Date For Conversion The final date for conversion on an original age basis is shown on the Continuation of Policy Premium Schedule Data Page.

Extra Payment When this conversion is made, you must make an extra payment. This extra payment will be no more than the greater of: (a) the difference between the premiums (less any dividends) that would have been paid for the new policy and the premiums (less any dividends) actually paid for this policy, with each such premium value accumulated at an interest rate that is compounded annually; and (b) a percentage of the reserve for the new policy as of the date of conversion. The annual interest rate used to compute (a) and the percentage of the reserve used to compute (b) are shown on the Additional Policy Information Data Page.

3.5 Contestable And Suicide Exclusion Periods Except as noted below, any suicide exclusion or contestable period for the new policy that is issued under either type of conversion will be measured from this term policy's Issue Date. If the new policy is issued with a rider or with an additional amount of insurance, the suicide exclusion and contestable periods for such rider or additional amount of insurance will be measured instead from the Issue Date of the new policy.

3.6 Available Riders With New Policy You can have a Disability Waiver of Premium rider made a part of the new policy that is issued due to either type of conversion if one is in effect under this term policy on the date of conversion. The Insured must meet our issue age limits and must not be totally disabled as defined in the Disability Waiver of Premium rider in effect under this term policy. However, if the Insured has recovered from a total disability that had gone on for at least 6 months in a row, a Disability Waiver of Premium rider can only be added to a new policy for which premiums are payable to at least the Insured's age 100.

You can have an Accidental Death Benefit rider made a part of the new policy if one is in effect under this term policy on the date of conversion and if the Insured meets our issue age limits. The benefit amount of the new rider cannot be more than the benefit amount that ends under this term policy at the time of conversion.

No other riders can be made a part of the new policy unless we agree.

SECTION FOUR – PREMIUMS

4.1 Premium Payment Each premium for this policy is payable in United States currency, while the Insured is living, on or before its due date, as shown on the Continuation of Policy Premium Schedule Data Page. Premiums are payable in advance at our Home Office or at one of our Service Offices. The first premium may also be paid to any one of our authorized agents in exchange for a receipt signed by the President or Secretary of the Company and duly countersigned by you.

SECTION FOUR – PREMIUMS (continued)

Premiums can be paid at monthly modes by preauthorized bank arrangement (referred to as C-O-M in this policy), or every 3 months, 6 months, once each year, or by any other mode we make available. The premium rate for each of these modes is determined using the method in effect as of this Policy Date. You can change the premium mode by notifying us in writing at our Service Office and by paying the correct premium for the new mode.

4.2 Grace Period We allow 31 days from the due date for payment of every premium after the first premium. This is called a grace period. All insurance coverage continues during this grace period.

If a premium is not paid by the end of this grace period, this policy will lapse and all insurance will end. If the Insured dies during a grace period, we will reduce the life insurance proceeds by an amount equal to the premium for one policy month.

4.3 Renewal Of Policy You can renew this policy year by year by paying the premiums shown on the Policy Premium Schedule Data Pages.

4.4 Right To Change Premiums The premiums for this policy are level and guaranteed for the number of years you selected on the application for this policy. This is also shown on the Policy Premium Schedule Data Pages. Scheduled Base Policy Premiums after the level and guaranteed period that you chose are not guaranteed. We have the right to change the Scheduled Base Policy Premiums that apply to the policy years after the level and guaranteed period that you chose, as explained below. Any such change will take effect on the policy anniversary that follows the date of the change.

For the years after the level and guaranteed period that you chose, we will review the Scheduled Base Policy Premiums yearly to determine if any premium changes should be made, based on changes in future expectations for items such as investment earnings, mortality, persistency and expenses, including federal and state taxes. Any change will apply to all policies in the same class, based on gender, class of risk, issue age and duration since issue of such insurance. Any change in Scheduled Base Policy Premiums will be made in accordance with the procedures and standards on file with the insurance official in the state or district in which the policy is issued.

The actual premium payable for the policy years that are not guaranteed may be different than the corresponding Scheduled Base Policy Premium shown for that year on the Continuation of Policy Premium Schedule Data Page. However, the actual premium payable will never be greater than the Maximum Base Policy Premium shown for that year.

4.5 Cancellation Of Policy If this policy is still in effect on the anniversary on which the Insured is age 90, it will end on that date. It will also end for nonpayment of premiums. You can cancel this policy at any time. If you cancel the policy prior to the due date of a premium, coverage will end on the date of your signed request for cancellation and we will refund any premium already paid for the remainder of the term period, on a pro-rata basis.

4.6 Reinstatement Within 5 years after lapse, you can apply to reinstate the policy if:

- (a) You have not already cancelled it;
- (b) The Insured is alive and
- (c) The Insured's age is less than 90.

In order to reinstate the policy, we must have evidence of insurability for the Insured that is acceptable to us. All overdue premiums must also be paid with interest accrued from each of their due dates. This annual rate is shown on the Additional Policy Information Data Page.

We will not need evidence of insurability if we receive the required payment within 31 days after the end of the grace period, but the Insured must be living when we receive payment.

SECTION FIVE – DIVIDENDS

- 5.1 Dividend Eligibility** Although this policy is eligible to share in our divisible surplus, it is not expected that any dividends will be payable on this policy. Each year we determine the policy's share of the divisible surplus, if any. This share, if any, is payable as a dividend on the policy anniversary, if all premiums due have been paid.
- 5.2 Dividend Options** Each dividend can be applied under one of the 3 options listed below. Any option can be elected in the application. You can also elect or change the option for future dividends if you tell us in your signed notice.
1. **Dividend Accumulation** – Left with us to accumulate at interest. On each policy anniversary, we credit interest at the rate we set each year. This rate will be at least the rate required by law. Before the Insured's death, you can withdraw accumulations, with interest to the date of withdrawal. Any accumulations which we still have at the Insured's death will be added to the life insurance proceeds. If this policy lapses, we will pay you any accumulations we have in one sum.
 2. **Premium Payment** – Applied toward payment of a premium, provided any balance of that premium is also paid when due. Any remaining dividend not used to pay a premium will be paid in cash.
 3. **Cash** – Paid in cash.
- 5.3 Automatic Dividend Option** If no other option is in effect when a dividend becomes payable, we will apply it as a dividend accumulation. If we pay a dividend in cash and the dividend check is not cashed within one year, that check will be void and we will apply the dividend as a dividend accumulation.
- 5.4 Dividend At Death** The part of any annual dividend earned from the last policy anniversary to the end of the policy month in which the Insured dies will be part of the life insurance proceeds.

SECTION SIX – PAYMENT OF POLICY PROCEEDS

- 6.1 Payment Of Policy Proceeds** The proceeds of this policy will be paid in one sum, which will bear interest computed daily from the date of the Insured's death to the date of payment. We set the interest rate each year. This rate will not be less than the rate required by law.

SECTION SEVEN - GENERAL PROVISIONS

- 7.1 Entire Contract** The entire contract consists of this policy, any attached riders or endorsements, and the attached copy of the application. Also, any application used to modify this policy, (including but not limited to a request to add a rider, to change to a smaller amount of insurance or for reinstatement) will be attached to and made a part of this policy. Only our Chairman, President, Secretary, or one of our Vice Presidents is authorized to change the contract, and then, only in writing. No change will be made to this contract without your consent. No agent is authorized to change this contract.
- 7.2 Information Provided In The Application** In issuing this policy, we have relied on the statements made in the application. All such statements, in the absence of fraud, are deemed to be representations and not warranties. We assume these statements are true and complete to the best of the knowledge and belief of those who made them. No statement made in connection with the application will be used by us to void the policy or to deny a claim, unless that statement is a material misrepresentation and is part of the application.
- 7.3 Contestable Period** We will not contest this policy after it has been in effect during the lifetime of the Insured for 2 years from the Issue Date, except for non-payment of premium.

If this policy ends and is reinstated, we will not contest this policy based on statements made in the application for reinstatement after it has been in effect during the lifetime of the Insured for 2 years from the date of reinstatement.

SECTION SEVEN - GENERAL PROVISIONS (continued)

7.4 Suicide Exclusion Suicide of the Insured, while sane or insane within 2 years of the Issue Date is not covered by this policy. In that event, this policy will end and the only amount payable will be the premiums paid to us, less any dividends paid.

7.5 Policy Date The Policy Date is the date from which premiums are calculated and become due. That date is shown on the Policy Information Data Page. The Policy Date can be chosen to correspond to the definition of the Effective Date, as shown on the cover page of this policy. You can request another date if it is preferable to pay premiums on that date or have policy values accrue as of that date. If no specific Policy Date is chosen, and no temporary coverage applies, the date the policy is issued will be the Policy Date. The Policy Date is also the date from which policy years, months, and anniversaries are measured, unless otherwise stated.

7.6 Calculation Of Age Unless otherwise stated, the Insured's age is the age on the birthday nearest the Policy Date and is shown on the Policy Information Data Page. The Insured's attained age is the age on the Policy Information Data Page plus the number of policy years completed since the Policy Date.

7.7 Misstatement Of Age Or Gender If the age or gender of the Insured is incorrectly stated in the application, the life insurance proceeds payable will be what the premiums paid would have purchased at the correct age and gender.

7.8 Assignment While the Insured is living, you can assign this policy, or any interest in it. If you do this, your interest and anyone else's, is subject to that of the assignee. As owner, you still have the rights of ownership that have not been assigned.

You must provide us with a copy of the assignment. We are not responsible for the validity of any assignment. Any assignment will be subject to any payment we make or other action we take before we record the assignment. An assignee cannot change the owner or beneficiary of this policy. Any amount payable to the assignee will be paid in one sum.

7.9 Protection Against Creditors Payments we make under this policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditors.

7.10 Payments To Company Any payment made to us by check or money order must be payable to New York Life Insurance Company. When asked, we will provide a countersigned receipt, signed by our President or Secretary, for any premium paid to us.

7.11 Conformity With Law This policy is subject to all laws that apply. We reserve the right to make changes to this policy to ensure that this policy, or any policies into which it may be converted, at all times qualifies as life insurance for federal income tax purposes.

7.12 Voting Rights Each year there is an election of persons to our Board of Directors. You have the right to vote in person or by mail if your policy is in effect, and has been in effect for at least one year after the Issue Date. To find out more about this, write to the Secretary at our Home Office, 51 Madison Avenue, New York, New York 10010.

7.13 Duty To Cooperate You, the applicant, the insured and the beneficiary under this policy all have a duty to cooperate with us in the underwriting of this policy and in the investigation of any claim for benefits under the policy, including any attached riders. The duty to cooperate includes but is not limited to providing signed authorizations, in the form we request and without time limitation, for the release of information concerning all representations made in connection with the application, including medical condition and history and financial and employment information.

New York Life Insurance Company

Home Office - 51 Madison Avenue
New York, N.Y. 10010

A Mutual Company Founded In 1845

TERM LIFE INSURANCE POLICY

Life Insurance Proceeds Payable At Insured's Death.
Term Policy Renewable Each Year To Age 90, As Stated In The Premiums Section.
Term Policy Convertible, As Stated In The Conversion Section.
Premiums Payable As Shown On Policy Premium Schedule Data Pages.

This Policy Is Eligible For Dividends.

210-60.99

RIDER

YEARLY RENEWABLE CONVERTIBLE TERM INSURANCE (YCT)

- Benefit** We will pay this rider's term insurance benefit to the beneficiary promptly when we have due proof that the person named as the Covered Insured died while this rider was in effect, subject to all of this rider's provisions. This rider is made part of the Base Policy to which it is attached (referred to as Base Policy in the rest of this rider), based on the application for the rider. All references to the "Insured" in the Base Policy mean "Covered Insured" as described in this rider.

When this rider is issued at the same time as the Base Policy:

- The rider and the Base Policy have the same issue date
- The name of the Covered Insured, the amount of that Covered Insured's term insurance benefit and the beneficiary for that benefit are shown on the YCT Rider Data Page that is included in the Base Policy to which this rider is attached
- The Scheduled and Maximum rates applicable to the Covered Insured are shown on the YCT Rider Premium Schedule Data Pages attached to the Base Policy

When this rider or additional insurance on a Covered Insured is added to a policy that is already in effect, we will send you a copy of this rider and Rider Data Pages that show:

- The rider's issue date, the name of the Covered Insured under the rider, the amount of that Covered Insured's term insurance benefit and the beneficiary for that benefit
- The Scheduled and Maximum rates applicable to the Covered Insured

- Covered Insured** The Covered Insured is the Insured covered under this rider, as indicated on the YCT Rider Data Page. A Covered Insured under this rider may be the Insured under the Base Policy (the Base Insured), immediate family members of the Base Insured or, if we agree, other individuals who are unrelated to the Base Insured, but can prove an insurable interest in the Base Insured's life.
- Rider Premiums** The premiums for this rider are guaranteed for the number of years shown on the YCT Rider Premium Schedule Data Page. Scheduled YCT Rider Premiums after that guaranteed period are not guaranteed and we have the right to change those Scheduled Premiums as explained below. Any change to Scheduled YCT Rider Premiums will take effect on the rider anniversary that follows the date of such change.

For the years after the guaranteed period, we will review the Scheduled YCT Rider Premiums yearly to determine if any premium changes should be made, based on changes in future expectations for items such as investment earnings, mortality, persistency and expenses, including federal and state taxes. Any change will apply to all riders in the same class, based on gender, class of risk, issue age and duration since the rider's issue date. Any change in Scheduled YCT Rider Premiums will be made in accordance with the procedures and standards on file with the insurance official in the state or district in which this rider is issued.

The actual premium payable for the years following this rider's issue date that are not guaranteed may be different than the corresponding Scheduled Rider Premium shown for that year on the YCT Rider Premium Schedule Data Page. However, the actual premium payable will never be greater than the Maximum Rider Premium shown for that year.

You can renew this rider year by year if the Covered Insured's age is less than 90 by paying the applicable premium.

YEARLY RENEWABLE CONVERTIBLE TERM INSURANCE (YCT) (Continued)

4. **Conversion Privilege** You can exchange all or part of the term insurance on a Covered Insured, without proof of insurability, subject to the provisions below as well as those of the Base Policy. This type of exchange is called a conversion. This rider can be exchanged for a new permanent life insurance policy that we make available for such conversion.

To make a conversion, this rider must be in effect for the Covered Insured, with premiums paid to the date of conversion. We must receive your application (signed by the Covered Insured and you), the first premium for the new policy and any other payment that we need for the new policy no later than 31 days after the final date for conversion, as described in this section. If the Covered Insured dies during this 31-day conversion period and this rider's term insurance has not been converted, we will pay the term insurance benefit of this rider, reduced by an amount equal to the premium for this rider for one policy month.

Any portion of this rider's face amount that is converted ends when the new policy takes effect. If only part of this rider's face amount is converted, the remainder may be continued under this rider if it meets our minimum face amount requirements and the Base Policy continues in effect. If it does not meet such minimum requirements, this rider will end. Minimum face amount requirements are shown in the Additional Rider Information section of the YCT Rider Data Page.

The Covered Insured's class of risk for the new policy will be the same as it was for the term insurance converted under this rider. However, if any insurance converted under this rider is in a class of risk that is not available under the new policy, the class of risk for the new policy will be the best class of risk the Covered Insured would have qualified for under the new policy as of the issue date of the insurance being converted.

If the Base policy ends due to the death of the Base Insured, and you do not convert the rider's term insurance on a remaining Covered Insured, that term insurance can be converted by the Covered Insured.

Types Of Conversion You can choose to convert either on (A) an attained age or (B) an original age basis. In either case, this rider must be in effect with premiums paid to the date of conversion for the new permanent life insurance policy you choose.

(A) Conversion On An Attained Age Basis If you choose to convert this rider on an attained age basis, we will issue you a new policy. The new policy can be on any permanent life insurance product that we make available for such conversion and that is offered for sale by New York Life Insurance Company or one of its subsidiary companies on the date of conversion. The premium for the new policy will be based on the Covered Insured's age and gender at the time of conversion and the premium rates currently in effect for the new policy that you choose in accordance with this section. The policy date for the new policy will be the date the conversion is made.

Conversion Credit We provide a credit for conversion on an attained age basis to the new policy for the amount of time shown on the YCT Rider Premium Schedule Data Page. At the time of conversion, we will tell you the amount, if any, of the credit that will be applied to the new policy. Where required by law or regulation, the amount of this credit is on file with the insurance official in the state or district in which this rider is issued.

(B) Conversion On An Original Age Basis If you choose to convert this rider on an original age basis, we will issue you a whole life policy that we make available for such conversion and that was offered for sale by New York Life Insurance Company or one of its subsidiary companies on this rider's date of issue. The new policy will have the same provisions and be subject to the same limitations that apply to the whole life policies being offered for this type of conversion. The premium rates for the new whole life policy you choose and we offer for such conversion in accordance with this section will be based on the Covered Insured's age and gender at the time this rider was issued. The policy date for the new whole life policy will be the same as this rider's issue date.

YEARLY RENEWABLE CONVERTIBLE TERM INSURANCE (YCT) (Continued)

Extra Payment When conversion on an original age basis is made, an extra payment is required. This extra payment will be no more than the greater of: (a) the difference between the premiums (less any dividends) that would have been paid for the new policy and the premiums (less any dividends) actually paid for this rider, with each such premium value accumulated at an interest rate that is compounded annually; and (b) a percentage of the reserve for the new policy as of the date of conversion. The annual interest rate used to compute (a) and the percentage of the reserve used to compute (b) are shown on the YCT Rider Data Page.

Final Dates For Conversion The final dates for conversion on an attained age and an original age basis are shown on the YCT Rider Premium Schedule Data Page. However, it may happen that the Base Policy to which this rider is attached ends in accordance with its terms, prior to the final dates shown for conversion of the coverage on a Covered Insured. In this case, the final date for conversion under either basis will be the date the Base Policy ends.

Contestable And Suicide Exclusion Periods For New Policy Except as noted below, any suicide exclusion or contestable period for the new policy that is issued under either type of conversion will be measured from this rider's issue date. If the new policy is issued with a rider or with an additional amount of insurance, the suicide exclusion and contestable periods for such rider or additional amount of insurance will be measured from the issue date of the new policy.

Availability Of Riders With New Policy No riders can be made a part of the new policy unless we agree.

5. **Waiver Of Premium For Rider** If a Disability Waiver of Premium rider applies to this rider, premiums under this rider will only be waived if the Base Insured becomes totally disabled, as defined in the Disability Waiver of Premium rider. If the disability begins on or prior to the anniversary nearest to the Base Insured's age 60 and continues to the anniversary nearest to the Base Insured's age 65, we will waive all premiums under this rider for all Covered Insureds who are not the Base Insured until the anniversary nearest to the Base Insured's age 80. At that time, any term insurance under this rider on the Base Insured is changed to a Whole Life policy with no more premiums due. Any term insurance under this rider on any Covered Insured who is not the Base Insured will end. When such term insurance ends, it can be converted to a new policy if the Covered Insured has not reached the final date for conversion shown on the YCT Rider Premium Schedule Data Page.
6. **Values** The term insurance provided by this rider does not have cash or loan values.
7. **Contract** This rider, when paid for, is made a part of the Base Policy, based on the application for the rider.
8. **Contestable Period Of Rider** We will not contest the term insurance on any Covered Insured provided by this rider after such insurance has been in effect during the lifetime of the Covered Insured for 2 years from its issue date.

YEARLY RENEWABLE CONVERTIBLE TERM INSURANCE (YCT)
(Continued)

9. **Suicide Exclusion** Suicide of the Base Insured or of a Covered Insured, while sane or insane, within 2 years of the issue date of this rider, is not covered by this rider.

In the event of the suicide of the Base Insured within that 2 year period, any premium amount paid for this rider will be part of any amount payable because of that Base Insured's death. However, the insurance on each Covered Insured other than the Base Insured may still be converted as of the date of death of the Base Insured.

In the event of the suicide of a Covered Insured other than the Base Insured within that 2 year period, any premium paid for coverage on that Covered Insured will be refunded.

10. **Reinstatement** If you apply to reinstate the policy with this rider as part of it, we must have proof of insurability that is acceptable to us for each Covered Insured applying for reinstatement.
11. **Conformity With Law** This rider is subject to all laws that apply. We reserve the right to make changes to this rider to ensure that this rider, or any policies to which this rider is converted, qualifies as life insurance under federal tax law.
12. **Cancellation Of Rider** You can cancel this rider, or all or part of the term insurance on a Covered Insured, at any time. The term insurance under this rider, or all or part of the term insurance on a Covered Insured, will end on the date of your signed request for cancellation. If such cancellation occurs before the due date of a rider premium, any relevant premium already paid for the remainder of the term period will be refunded on a pro-rata basis.
13. **When Rider Ends** If this rider is still in effect on the Base Policy anniversary on which the attained age of a Covered Insured is age 90, the rider will end for that Covered Insured on that date. In addition, all term insurance under this rider ends on the earliest of the following dates:
(a) 31 days after the Base Policy anniversary on which the premium paying period for the policy ends; or
(b) 31 days after the date of death of the Base Insured.

Also, this rider will not be in effect if:

- (a) This rider is fully converted (see Conversion Privilege section above); or
(b) This rider is exchanged for a new Whole Life policy (see Waiver Of Premium For Rider section above);
(c) The Base Policy lapses, ends or is surrendered; or
(d) You send us your signed notice to cancel this rider (see Cancellation Of Rider section above).

NEW YORK LIFE INSURANCE COMPANY


[_____]
Secretary


[_____]
President

INSURED

[*JOHN DOE*]

POLICY NUMBER [*00 000 000*]

YCT RIDER DATA PAGE

RIDER INFORMATION

COVERED INSURED [*MARY DOE*]

AGE [*35 FEMALE*]

FACE AMOUNT \$ [*100,000*]

CLASS OF RISK [*STANDARD*]

RIDER DATE [*02-01-2011*]

ISSUE DATE [*02-01-2011*]

BENEFICIARY

(subject to change)

**[*AS DESIGNATED ON APPLICATION, OR AS SUBSEQUENTLY CHANGED
IN ACCORDANCE WITH THE CHANGE OF BENEFICIARY PROVISIONS*]**

ADDITIONAL RIDER INFORMATION

AS DISCUSSED IN SECTION FOUR OF THIS RIDER, THE PERCENTAGE USED TO CALCULATE THE EXTRA PAYMENT FOR AN ORIGINAL AGE TERM CONVERSION WILL BE THE GREATER OF (A) PREMIUM VALUES ACCUMULATED AT A COMPOUND INTEREST RATE OF 6% OR (B) A PERCENTAGE OF THE RESERVE FOR THE NEW POLICY OF 103%.

IN ADDITION, A CONVERSION CREDIT IS AVAILABLE FOR AN ATTAINED AGE CONVERSION DURING THE FIRST [5] YEARS THIS RIDER IS IN EFFECT.

AS DISCUSSED IN THE "CONVERSION PRIVILEGE" SECTION OF THE RIDER, THE MINIMUM FACE AMOUNT FOR THIS RIDER IS \$25,000.

PLEASE REFER TO YOUR YCT RIDER FOR FURTHER DETAILS.

NEW YORK LIFE INSURANCE COMPANY
RIDER DATA PAGE YCT 1

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INSURED **[JOHN DOE]**

POLICY NUMBER **[00 000 000]**

YCT RIDER PREMIUM SCHEDULE

COVERED INSURED **[MARYDOE]**

AFTER THIS RIDER IS IN EFFECT FOR [TEN] YEARS FROM ITS ISSUE DATE, ALL SCHEDULED YCT RIDER PREMIUMS ARE SUBJECT TO CHANGE. HOWEVER, THE ACTUAL PREMIUM DUE IN A SPECIFIC YEAR WILL NEVER BE GREATER THAN THE MAXIMUM YCT RIDER PREMIUM AMOUNT FOR THAT YEAR.

THESE YCT RIDER PREMIUM AMOUNTS ARE IN ADDITION TO THE BASE POLICY PREMIUMS SHOWN ON THE PREMIUM SCHEDULE FOR THE BASE POLICY.

PREMIUMS PAYABLE AT **[ANNUAL]** INTERVALS, AS FOLLOWS:

BEGINNING AS OF 02-01-2011 RIDER YEAR	SCHEDULED YCT RIDER PREMIUM	MAXIMUM YCT RIDER PREMIUM
1	\$[149.00	\$[149.00
2	168.00	168.00
3	181.00	181.00
4	196.00	196.00
5*	210.00	210.00
6	250.00	250.00
7	298.00	298.00
8	368.00	368.00
9	439.00	439.00
10	509.00	509.00
11	581.00	783.00
12	654.00	858.00
13	710.00	953.00
14	775.00	1,070.00
15	843.00	1,203.00
16	915.00	1,348.00
17	993.00	1,505.00
18	1,070.00	1,678.00
19	1,149.00	1,860.00
20*	1,229.00	2,060.00
21	1,311.00	2,270.00
22	1,394.00	2,495.00
23	1,483.00	2,735.00
24	1,580.00	2,968.00
25	1,696.00	3,225.00
26	1,834.00	3,493.00
27	1,995.00	3,770.00
28	2,188.00	4,083.00
29	2,410.00	4,395.00
30	2,666.00	4,725.00
31	2,954.00	5,085.00
32	3,279.00	5,468.00
33	3,639.00	5,898.00
34	4,044.00]	6,370.00]

* THE FINAL DATE FOR CONVERSION ON AN ATTAINED AGE BASIS IS [02-01-2031] AND ON AN ORIGINAL AGE BASIS IS [02-01-2016].

NEW YORK LIFE INSURANCE COMPANY
RIDER DATA PAGE YCT 2

210-340 YCT 2

INSURED *[JOHN DOE]*

POLICY NUMBER *[00 000 000]*

YCT RIDER PREMIUM SCHEDULE

COVERED INSURED *[MARY DOE]*

RIDER YEAR	SCHEDULED YCT RIDER PREMIUM	MAXIMUM YCT RIDER PREMIUM
35	\$[4,489.00][6,883.00
36	4,981.00	7,455.00
37	5,515.00	8,108.00
38	6,103.00	8,828.00
39	6,745.00	9,603.00
40	7,449.00	10,453.00
41	8,218.00	11,308.00
42	9,159.00	12,240.00
43	10,180.00	13,243.00
44	11,176.00	14,323.00
45	12,283.00	15,490.00
46	13,511.00	16,748.00
47	14,903.00	18,518.00
48	16,489.00	20,440.00
49	18,291.00	22,313.00
50	20,409.00	24,325.00
51	22,531.00	26,353.00
52	24,941.00	28,043.00
53	27,271.00	30,723.00
54	29,909.00	33,398.00
55	32,420.00]	36,088.00]
56	THIS RIDER ENDS	

NEW YORK LIFE INSURANCE COMPANY
RIDER DATA PAGE YCT 3

210-340 YCT 3

RIDER

LEVEL PREMIUM CONVERTIBLE TERM INSURANCE (LCT)

- Benefit** We will pay this rider's term insurance benefit to the beneficiary promptly when we have due proof that the person named as the Covered Insured died while this rider was in effect, subject to all of this rider's provisions. This rider is made part of the Base Policy to which it is attached (referred to as Base Policy in the rest of this rider), based on the application for the rider. All references to the "Insured" in the Base Policy mean "Covered Insured" as described in this rider.

When this rider is issued at the same time as the Base Policy:

- The rider and the Base Policy have the same issue date
- The name of the Covered Insured, the amount of that Covered Insured's term insurance benefit and the beneficiary for that benefit are shown on the LCT Rider Data Page that is included in the Base Policy to which this rider is attached
- The Scheduled and Maximum premium rates applicable to the Covered Insured are shown on the LCT Rider Premium Schedule Data Page attached to the Base Policy

When this rider or additional insurance on a Covered Insured is added to a policy that is already in effect, we will send you a copy of this rider and Rider Data Page that show:

- The rider's issue date, the name of the Covered Insured under the rider, the amount of that Covered Insured's term insurance benefit and the beneficiary for that benefit
- The Scheduled and Maximum premium rates applicable to the Covered Insured

- Covered Insured** The Covered Insured is the Insured covered under this rider, as indicated on the LCT Rider Data Page. A Covered Insured under this rider may be the Insured under the Base Policy (the Base Insured), immediate family members of the Base Insured or, if we agree, other individuals who are unrelated to the Base Insured, but can prove an insurable interest in the Base Insured's life.
- Rider Premiums** The premiums for this rider are level and guaranteed for the number of years shown on the LCT Rider Premium Schedule Data Page. Scheduled Premiums after that level and guaranteed period are not guaranteed and we have the right to change those Scheduled Premiums as explained below. Any change to those Scheduled Premiums will take effect on the rider anniversary that follows the date of such change.

For the years after the level and guaranteed period, we will review the Scheduled LCT Rider Premiums yearly to determine if any premium changes should be made, based on changes in future expectations for items such as investment earnings, mortality, persistency and expenses, including federal and state taxes. Any change will apply to all riders in the same class, based on gender, class of risk, issue age and duration since the rider's issue date. Any change in Scheduled LCT Rider Premiums will be made in accordance with the procedures and standards on file with the insurance official in the state or district in which this rider is issued.

The actual premium payable for the years following this rider's issue date that are not level and guaranteed may be different than the corresponding Scheduled LCT Rider Premium shown for that year on the LCT Rider Premium Schedule Data Page. However, the actual premium payable will never be greater than the Maximum LCT Rider Premium shown for that year.

You can renew this rider year by year if the Covered Insured's age is less than 90 by paying the applicable premium.

- Conversion Privilege** You can exchange all or part of the term insurance on a Covered Insured, without proof of insurability, subject to the provisions below as well as those of the Base Policy. This type of exchange is called a conversion. This rider can be exchanged for a new permanent life insurance policy that we make available for such conversion.

LEVEL PREMIUM CONVERTIBLE TERM INSURANCE (LCT) (Continued)

To make a conversion, this rider must be in effect for the Covered Insured, with premiums paid to the date of conversion. We must receive your application (signed by the Covered Insured and you), the first premium for the new policy and any other payment that we need for the new policy no later than 31 days after the final date for conversion, as described in this section. If the Covered Insured dies during this 31-day conversion period and this rider's term insurance has not been converted, we will pay the term insurance benefit of this rider, reduced by an amount equal to the premium for this rider for one policy month.

Any portion of this rider's face amount that is converted ends when the new policy takes effect. If only part of this rider's face amount is converted, the remainder may be continued under this rider if it meets our minimum face amount requirements and the Base Policy continues in effect. If it does not meet such minimum requirements, this rider will end. Minimum face amount requirements are shown in the Additional Rider Information section of the LCT Rider Data Page.

The Covered Insured's class of risk for the new policy will be the same as it was for the term insurance converted under this rider. However, if any insurance converted under this rider is in a class of risk that is not available under the new policy, the class of risk for the new policy will be the best class of risk the Covered Insured would have qualified for under the new policy as of the issue date of the insurance being converted.

If the Base policy ends due to the death of the Base Insured, and you do not convert the rider's term insurance on a remaining Covered Insured, that term insurance can be converted by the Covered Insured.

Types Of Conversion You can choose to convert either on (A) an attained age or (B) an original age basis. In either case, this rider must be in effect with premiums paid to the date of conversion for the new permanent life insurance policy you choose.

(A) Conversion On An Attained Age Basis If you choose to convert this rider on an attained age basis, we will issue you a new policy. The new policy can be on any permanent life insurance product that we make available for such conversion and that is offered for sale by New York Life Insurance Company or one of its subsidiary companies on the date of conversion. The premium for the new policy will be based on the Covered Insured's age and gender at the time of conversion and the premium rates currently in effect for the new policy that you choose in accordance with this section. The policy date for the new policy will be the date the conversion is made.

Conversion Credit We provide a credit for conversion on an attained age basis to the new policy for the amount of time shown on the LCT Rider Premium Schedule Data Page. At the time of conversion, we will tell you the amount, if any, of the credit that will be applied to the new policy. Where required by law or regulation, the amount of this credit is on file with the insurance official in the state or district in which this rider is issued.

(B) Conversion On An Original Age Basis If you choose to convert this rider on an original age basis, we will issue you a whole life policy that we make available for such conversion and that was offered for sale by New York Life Insurance Company or one of its subsidiary companies on this rider's date of issue. The new policy will have the same provisions and be subject to the same limitations that apply to the whole life policies being offered for this type of conversion. The premium rates for the new whole life policy you choose and we offer for such conversion in accordance with this section will be based on the Covered Insured's age and gender at the time this rider was issued. The policy date for the new whole life policy will be the same as this rider's issue date.

LEVEL PREMIUM CONVERTIBLE TERM INSURANCE (LCT) (Continued)

Extra Payment When conversion on an original age basis is made, an extra payment is required. This extra payment will be no more than the greater of: (a) the difference between the premiums (less any dividends) that would have been paid for the new policy and the premiums (less any dividends) actually paid for this rider, with each such premium value accumulated at an interest rate that is compounded annually; and (b) a percentage of the reserve for the new policy as of the date of conversion. The annual interest rate used to compute (a) and the percentage of the reserve used to compute (b) are shown on the LCT Rider Data Page.

Final Dates For Conversion The final dates for conversion on an attained age and an original age basis are shown on the LCT Rider Premium Schedule Data Page. However, it may happen that the Base Policy to which this rider is attached ends in accordance with its terms, prior to the final dates shown for conversion of the coverage on a Covered Insured. In this case, the final date for conversion under either basis will be the date the Base Policy ends.

Contestable And Suicide Exclusion Periods For New Policy Except as noted below, any suicide exclusion or contestable period for the new policy that is issued under either type of conversion will be measured from this rider's issue date. If the new policy is issued with a rider or with an additional amount of insurance, the suicide exclusion and contestable periods for such rider or additional amount of insurance will be measured from the issue date of the new policy.

Availability Of Riders With New Policy No riders can be made a part of the new policy unless we agree.

5. **Waiver Of Premium For Rider** If a Disability Waiver of Premium rider applies to this rider, premiums under this rider will only be waived if the Base Insured becomes totally disabled, as defined in the Disability Waiver of Premium rider. If the disability begins on or prior to the anniversary nearest to the Base Insured's age 60 and continues to the anniversary nearest to the Base Insured's age 65, we will waive all premiums under this rider for all Covered Insureds who are not the Base Insured until the anniversary nearest to the Base Insured's age 80. At that time, any term insurance under this rider on the Base Insured is changed to a Whole Life policy with no more premiums due. Any term insurance under this rider on any Covered Insured who is not the Base Insured will end. When such term insurance ends, it can be converted to a new policy if the Covered Insured has not reached the final date for conversion shown on the LCT Rider Premium Schedule Data Page.
6. **Values** The term insurance provided by this rider does not have cash or loan values.
7. **Contract** This rider, when paid for, is made a part of the Base Policy, based on the application for the rider.
8. **Contestable Period Of Rider** We will not contest the term insurance on any Covered Insured provided by this rider after such insurance has been in effect during the lifetime of the Covered Insured for 2 years from its issue date.
9. **Suicide Exclusion** Suicide of the Base Insured or of a Covered Insured, while sane or insane, within 2 years of the issue date of this rider, is not covered by this rider.

In the event of the suicide of the Base Insured within that 2 year period, any premium amount paid for this rider will be part of any amount payable because of that Base Insured's death. However, the insurance on each Covered Insured other than the Base Insured may still be converted as of the date of death of the Base Insured.

In the event of the suicide of a Covered Insured other than the Base Insured within that 2 year period, any premium paid for coverage on that Covered Insured will be refunded.

LEVEL PREMIUM CONVERTIBLE TERM INSURANCE (LCT) (Continued)

10. **Reinstatement** If you apply to reinstate the policy with this rider as part of it, we must have proof of insurability that is acceptable to us for each Covered Insured applying for reinstatement.
11. **Conformity With Law** This rider is subject to all laws that apply. We reserve the right to make changes to this rider to ensure that this rider, or any policies to which this rider is converted, qualifies as life insurance under federal tax law.
12. **Cancellation Of Rider** You can cancel this rider, or all or part of the term insurance on a Covered Insured, at any time. The term insurance under this rider, or all or part of the term insurance on a Covered Insured, will end on the date of your signed request for cancellation. If such cancellation occurs before the due date of a rider premium, any relevant premium already paid for the remainder of the term period will be refunded on a pro-rata basis.
13. **When Rider Ends** If this rider is still in effect on the Base Policy anniversary on which the attained age of a Covered Insured is age 90, the rider will end for that Covered Insured on that date. In addition, all term insurance under this rider ends on the earliest of the following dates:
(a) 31 days after the Base Policy anniversary on which the premium paying period for the policy ends; or
(b) 31 days after the date of death of the Base Insured.

Also, this rider will not be in effect if:

- (a) This rider is fully converted (see Conversion Privilege section above); or
(b) This rider is exchanged for a new Whole Life policy (see Waiver Of Premium For Rider section above);
(c) The Base Policy lapses, ends or is surrendered; or
(d) You send us your signed notice to cancel this rider (see Cancellation Of Rider section above).

NEW YORK LIFE INSURANCE COMPANY


[Susan A. Thayer]
Secretary


[Theodore A. Maitland]
President

INSURED [**JOHN DOE**]

POLICY NUMBER [**00 000 000**]

LCT RIDER DATA PAGE

RIDER INFORMATION

COVERED INSURED [**JOHN DOE, JR.**]

AGE [15 MALE]

FACE AMOUNT **[\$100,000]**

CLASS OF RISK [JUVENILE]

RIDER DATE [02-01-2011]

ISSUE DATE [02-01-2011]

BENEFICIARY
(subject to change)

[AS DESIGNATED ON APPLICATION, OR AS SUBSEQUENTLY CHANGED
IN ACCORDANCE WITH THE CHANGE OF BENEFICIARY PROVISIONS]

ADDITIONAL RIDER INFORMATION

AS DISCUSSED IN SECTION FOUR OF THIS RIDER, THE PERCENTAGE USED TO CALCULATE THE EXTRA PAYMENT FOR AN ORIGINAL AGE TERM CONVERSION WILL BE THE GREATER OF (A) PREMIUM VALUES ACCUMULATED AT A COMPOUND INTEREST RATE OF 6% OR (B) A PERCENTAGE OF THE RESERVE FOR THE NEW POLICY OF 103%.

IN ADDITION, A CONVERSION CREDIT IS AVAILABLE FOR AN ATTAINED AGE CONVERSION DURING THE FIRST 5 YEARS THIS RIDER IS IN EFFECT.

THE STANDARD CONVERSION PERIOD FOR THIS POLICY IS [10] YEARS AFTER THE ISSUE DATE.

THE EXTENSION OF CONVERSION PRIVILEGE OPTION (ECPO) IS IN EFFECT FOR THIS RIDER. THE FINAL DATE FOR CONVERSION ON AN ATTAINED AGE BASIS SHOWN ON THE LCT RIDER PREMIUM SCHEDULE DATA PAGE IS BASED ON THAT OPTION. THE ADDITIONAL AMOUNT INCLUDED IN THE LCT RIDER PREMIUM AMOUNT FOR THE ECPO IS **[\$XX.00]**, WHICH IS PAYABLE TO [XX-XX-XXXX]. FOR FURTHER DETAILS, SEE THE ATTACHED ECPO ENDORSEMENT FOR THIS RIDER.

Or
THE EXTENSION OF CONVERSION PRIVILEGE OPTION (ECPO) IS NOT IN EFFECT FOR THIS RIDER.
note for ECPO footnote: one of these 2 footnotes must be printed for this rider.

AS DISCUSSED IN THE "CONVERSION PRIVILEGE" SECTION OF THE RIDER, THE MINIMUM FACE AMOUNT FOR THIS RIDER IS \$25,000.

PLEASE REFER TO YOUR LCT RIDER FOR FURTHER DETAILS.

NEW YORK LIFE INSURANCE COMPANY
RIDER DATA PAGE LCT 1

INSURED [JOHN DOE]

POLICY NUMBER [00 000 000]

LCT RIDER PREMIUM SCHEDULE

COVERED INSURED [JOHN DOE, JR.]

PREMIUMS PAYABLE AT [ANNUAL] MODE, AS FOLLOWS:

BEGINNING AS OF [02-01-2011]	LCT RIDER
RIDER YEARS	PREMIUM
1 – 15	\$74.00

+THE PREMIUMS FOR THE FIRST [15] RIDER YEARS ARE LEVEL AND GUARANTEED AS SHOWN ABOVE. AFTER THE [15TH] RIDER YEAR, ALL SCHEDULED LCT RIDER PREMIUMS ARE SUBJECT TO CHANGE. HOWEVER, THE ACTUAL PREMIUM DUE IN A SPECIFIC RIDER YEAR WILL NEVER BE GREATER THAN THE MAXIMUM LCT PREMIUM SHOWN FOR THAT YEAR.

THESE LCT RIDER PREMIUM AMOUNTS ARE IN ADDITION TO THE BASE POLICY PREMIUMS SHOWN ON THE PREMIUM SCHEDULE FOR THE BASE POLICY.

PREMIUMS PAYABLE AT [ANNUAL] MODE, AS FOLLOWS:

RIDER YEAR	SCHEDULED LCT RIDER PREMIUM	MAXIMUM LCT RIDER PREMIUM
16	\$[285.00	\$[285.00
17	283.00	283.00
18	283.00	283.00
19	288.00	288.00
20	295.00	295.00
21	303.00	303.00
22	320.00	320.00
23	335.00	335.00
24	360.00	360.00
25	385.00	385.00
26	413.00	413.00
27	448.00	448.00
28	490.00	490.00
29	538.00	538.00
30	598.00	598.00
31	663.00	663.00
32	725.00	725.00
33	793.00	793.00
34	833.00	833.00
35	880.00	880.00
36	940.00	940.00
37	1,015.00	1,015.00
38	1,118.00	1,118.00
39	1,233.00	1,233.00
40	1,375.00]	1,375.00]

* THE FINAL DATE FOR CONVERSION ON AN ATTAINED AGE BASIS IS [02-01-2021] AND ON AN ORIGINAL AGE BASIS IS [02-01-2016].

INSURED [**JOHN DOE**]

POLICY NUMBER [**00 000 000**]

LCT RIDER PREMIUM SCHEDULE

COVERED INSURED [**JOHN DOE, JR.**]

RIDER YEAR	SCHEDULED LCT RIDER PREMIUM	MAXIMUM LCT RIDER PREMIUM
41	\$[1,543.00	\$[1,543.00
42	1,720.00	1,720.00
43	1,910.00	1,910.00
44	2,068.00	2,068.00
45	2,248.00	2,248.00
46	2,465.00	2,465.00
47	2,735.00	2,735.00
48	3,063.00	3,063.00
49	3,428.00	3,428.00
50	3,810.00	3,810.00
51	4,213.00	4,213.00
52	4,618.00	4,618.00
53	5,023.00	5,023.00
54	5,463.00	5,463.00
55	5,910.00	5,910.00
56	6,443.00	6,443.00
57	7,038.00	7,038.00
58	7,830.00	7,830.00
59	8,655.00	8,655.00
60	9,520.00	9,520.00
61	10,478.00	10,478.00
62	11,520.00	11,520.00
63	12,730.00	12,730.00
64	14,140.00	14,140.00
65	15,765.00	15,765.00
66	17,535.00	17,535.00
67	19,548.00	19,548.00
68	21,635.00	21,635.00
69	23,878.00	23,878.00
70	26,358.00	26,358.00
71	29,143.00	29,143.00
72	32,228.00	32,228.00
73	35,588.00	35,588.00
74	39,183.00	39,183.00
75	42,970.00]	42,970.00]
76	THIS RIDER ENDS	

NEW YORK LIFE INSURANCE COMPANY
RIDER DATA PAGE LCT 3

RIDER

DISABILITY WAIVER OF PREMIUM (WP)

- 1. Benefit** While this rider is in effect, it provides for the waiver of premiums for the Base Policy to which it is attached, in the event the Insured becomes totally disabled, as defined in Section 4 below. Premiums will also be waived for any riders attached to the Base Policy unless specifically stated otherwise in the rider form.
- 2. When Premiums Will Be Waived** We will start to waive premiums when due proof is furnished that the Insured's total disability has gone on for at least 6 months in a row. Premiums must be paid when due, until we approve a claim under this rider.

If a total disability starts on or prior to the anniversary nearest to the Insured's age 60, we will waive all of the premiums that fall due during that total disability. If it goes on until the anniversary nearest to the Insured's age 65, we will no longer require proof of disability. In this case, we will waive premiums due on the Base Policy until the policy anniversary on which the Insured is age 80, or if earlier, the date this policy ends in accordance with its terms. On that date, we will issue a Whole Life policy for the same amount as this policy, with no more premiums due.

If a total disability starts after the anniversary nearest to the Insured's age 60, we will waive only those premiums that fall due during that total disability, and prior to the anniversary nearest to the Insured's age 65.

Premiums are waived based on the premium mode in effect when the total disability started. While we waive premiums, all insurance for which premiums are being waived remains in effect as if the premiums had been paid. We will not deduct a waived premium from the policy proceeds. If a total disability starts during a grace period, the overdue premium must be paid before we will approve any claim.

- 3. When Premiums Will Not Be Waived** If any rider form attached to the Base Policy specifically states that premiums will not be waived, no waiver of premium benefits will be provided for such rider.
- 4. Definition Of "Total Disability"** During the first two years of disability, "Total Disability" means that, the Insured cannot do any of the essential acts and duties of his or her job because of disease or bodily injury. After the first two years of disability, "Total Disability" means that the Insured cannot do any of the essential acts and duties of his or her job, or any other job for which he or she is suited based on schooling, training, or experience, because of disease or bodily injury. If the Insured can do some but not all of these acts and duties, disability is not total and premiums will not be waived.

If the Insured is a minor and is required by law to attend school, "Total Disability" means that because of disease or bodily injury, he or she is not able to attend school.

"Total Disability" also means the Insured's total loss, starting while this rider is in effect, of the sight of both eyes or the use of both hands, both feet, or one hand and one foot.

- 5. Total Disabilities For Which Premiums Are Not Waived** We will not waive premiums in connection with any of these total disabilities:
 - (a) Those that start prior to the fifth birthday of the Insured, or start at a time when this rider is not in effect.
 - (b) Those that are caused by an injury that is self-inflicted on purpose.
 - (c) Those that are caused by any kind of war, declared or not, or by any act incident to a war or to an armed conflict involving the armed forces of one or more countries while the Insured is serving in the military, naval or air forces of any country, combination of countries or international organization.

DISABILITY WAIVER OF PREMIUM (Continued)

6. **Proof Of Total Disability** Written notice and proof of this condition must be given to us, while the Insured is living and totally disabled, or as soon as it can reasonably be done.

As long as we waive premiums, we may require proof from time to time of the Insured's total disability. After we have waived premiums for 2 years in a row, we will not need to have this proof more than once each year. As part of the proof, we may have the Insured examined, at our own expense, by a doctor we approve.

7. **Refund Of Premium** If a total disability starts after a premium has been paid, and if it goes on for at least 6 months in a row, we will refund the part of that premium paid for the period after the policy month when that disability started. Any other premium paid and then waived will be refunded in full.
8. **Values** This rider does not have cash or loan values.
9. **Contract** This rider, when paid for, is made a part of the Base Policy, based on the application for this rider.
10. **Contestable Period Of Rider** We will not contest this rider after it has been in effect during the lifetime of the Insured for 2 years from its date of issue, unless the Insured is totally disabled at some time within 2 years of the date of issue.
11. **Dates And Amounts** This rider and the Base Policy have the same date of issue, unless this rider is added to a policy that is already in effect. If this rider is issued at the same time as the Base Policy, the date of issue and the rider premium amount are shown on the Base Policy Data Pages.

If this rider is added to a policy that is already in effect, we will send you a rider that shows this rider's date of issue. A premium schedule showing the new premium will also be sent to you, with a copy of this rider.

12. **When Rider Ends** This rider ends on the anniversary nearest to the Insured's age 65. It will end before that date if:
- (a) The Base Policy ends or lapses; or
 - (b) You send us your signed notice to cancel this rider. If you cancel this rider before the due date of a rider premium, coverage under this rider will end on the date you sign a request for cancellation and we will refund any premium already paid for the remainder of the term period on a pro-rata basis.

However, if the insured is totally disabled on the anniversary nearest the Insured's age 65, and such disability began on or prior to age 60, this rider will continue as described in Section 2 of this rider.

NEW YORK LIFE INSURANCE COMPANY


[_____]
Secretary


[_____]
President

NEW YORK LIFE INSURANCE COMPANY

ENDORSEMENT

Extension Of Conversion Privilege Option (ECPO) For Term Life Insurance Policy

This endorsement is made a part of the entire contract to which it is attached. The provisions of this endorsement apply in lieu of any policy provisions to the contrary. READ THIS ENDORSEMENT CAREFULLY.

The following provision is added to the "Conversion On An Attained Age Basis" section.

Extension of Conversion Privilege Option (ECPO) This option allows you to choose a longer conversion period than the standard conversion period allowed for this term policy. The standard period is shown on the Policy Premium Schedule Data Page. When this option is in effect, the conversion period that applies to conversions on an attained age basis will be the same period as the level and guaranteed premium paying period you chose for this term policy. The final date for conversion on an attained age basis that is shown on the Continuation of Policy Premium Schedule Data Page is based on this option.

An additional premium is being charged for this option. That amount is shown on the Policy Premium Schedule Data Page. The Base Policy Premium for this policy includes the additional premium for this option. The Base Policy Premium must be paid or this policy will lapse.

This option is in effect until the final date for conversion on an attained age basis. If only part of this term policy's face amount is converted prior to the final date for conversion, this option will continue to be in effect for the remaining face amount of this term policy until the final date for conversion.

NEW YORK LIFE INSURANCE COMPANY

[*Susan A. Thayer*]

Secretary

[*Theodore A. Maitland*]

President

NEW YORK LIFE INSURANCE COMPANY

ENDORSEMENT

Extension Of Conversion Privilege Option (ECPO)

For Level Premium Convertible Term Insurance (LCT) Rider

This endorsement is made a part of the policy to which it is attached. The provisions of this endorsement apply in lieu of any rider provisions to the contrary.
READ THIS ENDORSEMENT CAREFULLY.

This policy contains a Level Premium Convertible Term Insurance rider. The following provision is added to the Conversion Privilege section of that rider. The applicable LCT Rider Data Page indicates if ECPO applies to a rider.

Extension of Conversion Privilege Option (ECPO) This option allows you to choose a longer conversion period than the standard conversion period allowed for this term rider. The standard period is shown on the LCT Rider Data Page. When this option is in effect, the conversion period that applies to conversions on an attained age basis will be the same period as the level and guaranteed premium paying period you chose for this term rider. The final date for conversion on an attained age basis that is shown on the LCT Rider Premium Schedule Data Page is based on this option.

An additional premium is being charged for this option. That amount is shown in the Additional Rider Information section of the LCT Rider Data Page for this term rider. The LCT Rider Premium for this term rider includes the additional premium for this option. The LCT Rider Premium for this term rider must be paid or the rider will lapse.

This option will be in effect until the final date for conversion on an attained age basis. If only part of this term rider's face amount is converted prior to the final date for conversion, this option will continue to be in effect for the remaining face amount of this term rider until the final date for conversion.

NEW YORK LIFE INSURANCE COMPANY

[]

Secretary

[]

President

SERFF Tracking Number: NYLC-126901572 State: Arkansas
 Filing Company: New York Life Insurance Company State Tracking Number: 47319
 Company Tracking Number: 210-135, ET AL.
 TOI: L04I Individual Life - Term Sub-TOI: L04I.003 Single Life - Single Premium
 Product Name: AD110 Term
 Project Name/Number: AD110 Term/210-135, et al.

Supporting Document Schedules

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

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments: Policies to be used with Application 209-501 Approved 2/12/2009 Under NYLC-126023166.		

	Item Status:	Status Date:
Satisfied - Item: Illustration Actuary Certification		
Comments:		
Attachment: AD110-Term -General.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments:		
Attachments: 210-135 SOV.pdf 210-60 SOV.pdf		

	Item Status:	Status Date:
Satisfied - Item: Annotations		
Comments:		

SERFF Tracking Number: NYLC-126901572

State: Arkansas

Filing Company: New York Life Insurance Company

State Tracking Number: 47319

Company Tracking Number: 210-135, ET AL.

TOI: L04I Individual Life - Term

Sub-TOI: L04I.003 Single Life - Single Premium

Product Name: AD110 Term

Project Name/Number: AD110 Term/210-135, et al.

Attachments:

210-135 Annotations.pdf

210-60 Annotations.pdf

Item Status:

Status

Date:

Satisfied - Item: Certification

Comments:

Attachment:

AR Certif of Compliance with Rule 19.pdf

NEW YORK LIFE INSURANCE COMPANY

READABILITY CERTIFICATION

I certify that the forms listed on the attached page(s) meet the standards of your State's Readability Laws.

NEW YORK LIFE INSURANCE COMPANY

Linda E. LoPinto

Signature

Linda E. LoPinto

Name

Corporate Vice President

Title

November 10, 2010

Date

NEW YORK LIFE INSURANCE COMPANY

Flesch Scores for forms submitted with this filing are:

<u>Form No.</u>	<u>Flesch Score</u>
<i>210-135</i>	<i>50</i>
<i>210-60</i>	<i>51</i>
<i>210-340</i>	<i>50</i>
<i>210-450</i>	<i>50</i>
<i>210-235</i>	<i>53</i>
<i>6744-10</i>	<i>52</i>
<i>6745-10</i>	<i>51</i>

New York Life Insurance Company

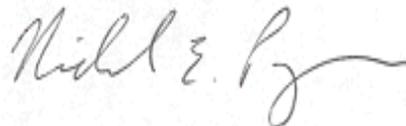
Initial Illustration Actuary Certification For New Policy Forms

I, Nicholas E. Pasyanos, Vice President and Actuary to New York Life Insurance Company, am a member of the American Academy of Actuaries (the "Academy") in good standing. I was appointed by the Board of Directors of said insurer (the "Board") to be the illustration actuary for individual life products, as required by the applicable state requirements governing the illustration of life insurance products. The appointment was documented in the minutes of the Board dated May 17, 2006. I meet the Academy requirements for making this certification and the requirements of applicable state statutes or regulations.

Scales of non-guaranteed elements used in illustrating the insurance policy(s)/rider(s) shown below meet the applicable state requirements governing the illustration of life insurance products and are in conformity with the Actuarial Standard of Practice for Compliance No. 24 of the NAIC Life Insurance Illustration Model Regulation promulgated by the Actuarial Standards Board.

- Non-guaranteed elements illustrated for new policy(s)/rider(s) may not be the same as those illustrated for similar inforce policies.
- Illustrated non-guaranteed elements for new policy(s)/rider(s) subject to this regulation are consistent with the non-guaranteed elements actually credited or charged to the same or similar forms.
- The minimum expenses used in the calculation of the disciplined current scale for all policy(s)/rider(s) forms subject to this regulation were Fully Allocated.

Form No.	Policy/Rider Title	Marketing Title
210-135 (Series; some state variations apply)	Yearly Renewable Convertible Term Policy	AD110 Term
210-340 (Series; some state variations apply)	Yearly Renewable Convertible Term Rider	AD110 Term
210-235 (Series; some state variations apply)	Disability Waiver of Premium Rider	AD110 Term



Nicholas E. Pasyanos, FSA, MAAA
Illustration Actuary

11/1/2010
Date

New York Life Insurance Company
Memorandum of Variable Material for Policy Form 210-135.13
November 15, 2010

Variable material is bracketed and italicized on the Front and Back Cover and in the Data Pages of the Policy.

Officer signatures and titles may vary. In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company.

#1: Insured's name as it appears on application

#2 & 3: Issue ages 15-75, Male or Female

#4: As automated systems assign

#5: SELECT PREFERRED

PREFERRED

NON-SMOKER

SELECT STANDARD

STANDARD

STANDARD CLASS 2

STANDARD CLASS 3

STANDARD CLASS 4

STANDARD CLASS 5

STANDARD CLASS 6

STANDARD CLASS 7

STANDARD CLASS 8

STANDARD CLASS 9

STANDARD CLASS 10

STANDARD CLASS 11

STANDARD CLASS 12

STANDARD CLASS 13

NON SMOKER CLASS 2

NON SMOKER CLASS 3

NON SMOKER CLASS 4

NON SMOKER CLASS 5

NON SMOKER CLASS 6

NON SMOKER CLASS 7

NON SMOKER CLASS 8

NON SMOKER CLASS 9

NON SMOKER CLASS 10

NON SMOKER CLASS 11

NON SMOKER CLASS 12

NON SMOKER CLASS 13

JUVENILE

JUVENILE CLASS 2

JUVENILE CLASS 3

JUVENILE CLASS 4

JUVENILE CLASS 5

JUVENILE CLASS 6

JUVENILE CLASS 7

JUVENILE CLASS 8

JUVENILE CLASS 9

JUVENILE CLASS 10

JUVENILE CLASS 11

JUVENILE CLASS 12

JUVENILE CLASS 13

- #6: The Issue Date unless specifically provided for in application
- #7: The Date issued
- #8: Owner's name as it appears on application
- #9: "WITH" only displays if riders are selected on application. Available riders shown are displayed if selected on application at issue ages 15-65 for ADB, 15-59 for WP, 15-43 for PPO, Insured: 16-50; Child: 0-18 for CI, 15-75 for YCT, and 15-75 for AB.
- #10: \$100,000 – current retention limit
- #11: Appropriate rider amount display prints if rider is selected in application.
- #12: Beneficiary as designated in the application
- #13a: Message displays for Upromise rider, which is approved in NY
- #13b: Message displays for new Term riders – YCTR and LCTR
- #14: Available mode, as selected in application: ANNUAL/SEMIANNUAL/QUARTERLY/CHECK-O-MATIC
- #15: Amount dues for first year premium including policy and supplementary benefit riders varies based on Insured's gender, class of risk, age and choice of riders.
- #16: Varies based on Insured's gender, class of risk and age.
- #17: Footnote is displayed if mode is not available due to minimum amount limitations shown in item 18.
- #18: Varies based on Insured's gender, class of risk and age.
- #21: Footnote is displayed if WP is selected on application. Percentage varies based on gender and class of risk. Rider ends when the Insured is age 65.
- #22: Varies by units of insurance chosen and child's age.
- #23: Varies based on Insured's gender, class of risk and age.
- #24: Varies based on Insured's gender, class of risk and age.
- #25: AATC – final date for conversion is the 10th policy anniversary unless a later date is chosen with the Extension of Conversion Privilege Option. OATC – final date for conversion is the 5th policy anniversary.
- #26: "CONTINUATION" message only prints if additional page is needed to display premiums
- #27: Year the policy ends, which is Insured's age 90

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

New York Life Insurance Company
Memorandum of Variable Material for Policy Form 210-60
November 15, 2010

Variable material is bracketed and italicized on the Front and Back Cover and in the Data Pages of the Policy.

Officer signatures and titles may vary. In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company.

#1: Insured's name as it appears on application

#2 & 3: Issue ages 15-75, Male or Female

#4: As automated systems assign

#5: SELECT PREFERRED

PREFERRED

NON-SMOKER

SELECT STANDARD

STANDARD

STANDARD CLASS 2

STANDARD CLASS 3

STANDARD CLASS 4

STANDARD CLASS 5

STANDARD CLASS 6

STANDARD CLASS 7

STANDARD CLASS 8

STANDARD CLASS 9

STANDARD CLASS 10

STANDARD CLASS 11

STANDARD CLASS 12

STANDARD CLASS 13

NON SMOKER CLASS 2

NON SMOKER CLASS 3

NON SMOKER CLASS 4

NON SMOKER CLASS 5

NON SMOKER CLASS 6

NON SMOKER CLASS 7

NON SMOKER CLASS 8

NON SMOKER CLASS 9

NON SMOKER CLASS 10

NON SMOKER CLASS 11

NON SMOKER CLASS 12

NON SMOKER CLASS 13

JUVENILE

JUVENILE CLASS 2

JUVENILE CLASS 3

JUVENILE CLASS 4

JUVENILE CLASS 5

JUVENILE CLASS 6

JUVENILE CLASS 7

JUVENILE CLASS 8

JUVENILE CLASS 9

JUVENILE CLASS 10

JUVENILE CLASS 11

JUVENILE CLASS 12

JUVENILE CLASS 13

- #6: The Issue Date unless specifically provided for in application
- #7: The Date issued
- #8: Owner's name as it appears on application
- #9a: As chosen on the application. Available choices 5-20.
- #9b: "WITH" only displays if riders are selected on application. Available riders shown are displayed if selected on application at issue ages 15-65 for ADB, 15-59 for WP, 15-43 for PPO, Insured: 16-50; Child: 0-18 for CI, 15-75 for YCT, 0-75 for LCT and 15-75 for AB.
- #10: \$100,000 – current retention limit
- #11: Appropriate rider amount display prints if rider is selected in application.
- #12: Beneficiary as designated in the application
- #13a: Message displays for Upromise rider, which is approved in NY
- #13b: Message displays for new Term riders – YCTR and LCTR
- #14: Available mode, as selected in application: ANNUAL/SEMIANNUAL/QUARTERLY/CHECK-O-MATIC
- #15: Amount dues for first year premium including policy and supplementary benefit riders varies based on Insured's gender, class of risk, age and choice of riders.
- #16: Varies based on Insured's gender, class of risk and age.
- #17: Footnote is displayed if mode is not available due to minimum amount limitations shown in item 18.
- #18: Varies based on Insured's gender, class of risk and age.
- #19: Footnote is displayed if Extension of Conversion Privilege Option is selected on the application.
- #20: Footnote is displayed if Extension of Conversion Privilege Option is selected on the application.
- #21: Footnote is displayed if WP is selected on application. Percentage varies based on gender and class of risk. Rider ends when the Insured is age 65.
- #22: Varies by units of insurance chosen and child's age.
- #23: Varies based on Insured's gender, class of risk and age.
- #24: Varies based on Insured's gender, class of risk and age.
- #25: AATC – final date for conversion is the 10th policy anniversary unless a later date is chosen with the Extension of Conversion Privilege Option. OATC – final date for conversion is the 5th policy anniversary.
- #26: "CONTINUATION" message only prints if additional page is needed to display premiums
- #27: Year the policy ends, which is Insured's age 90
- #28: Footnote is displayed for all policies where the insured is issue age 0-17.

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

POLICY INFORMATION

INSURED #1[*JOHN DOE*]

AGE #2&3[*35 MALE*]

POLICY NUMBER #4[*00 000 000*]

CLASS OF RISK #5[*NON SMOKER*]

POLICY DATE #6[*FEBRUARY 1, 2011*]

ISSUE DATE #7[*FEBRUARY 1, 2011*]

OWNER #8[*INSURED*]

PLAN **NEW YORK LIFE YEARLY CONVERTIBLE TERM #9[WITH]**
#9 [ACCIDENTAL DEATH BENEFIT (ADB) AND
DISABILITY WAIVER OF PREMIUM (WP) AND
POLICY PURCHASE OPTION (PPO) – OPTION AMOUNT IS [\$150,000.00] AND
CHILDREN'S INSURANCE (CI) AND
NEW YORK LIFE YEARLY CONVERTIBLE TERM RIDER (YCT)#1 AND
ACCELERATED BENEFITS (AB)]

AMOUNT **BASE POLICY FACE AMOUNT** #10[\$250,000.00]
#11[ACCIDENTAL DEATH BENEFIT [\$200,000.00]
(ADB, WHEN PAYABLE, IS IN ADDITION TO ANY OTHER INSURANCE BENEFIT)]
[CHILDREN'S INSURANCE – [10.000] UNITS OF TERM INSURANCE]
[SEE YCT RIDER DATA PAGE FOR TERM INSURANCE AMOUNT]

BENEFICIARY
(subject to change) #12[FIRST – MARY DOE – SPOUSE OF INSURED]

#13a [UPROMISE ACCOUNT BENEFIT \$25.00

A \$25.00 UPROMISE CONTRIBUTION AMOUNT WILL BE MADE TO YOUR UPROMISE ACCOUNT IF YOU REGISTER THIS POLICY WITH UPROMISE WITHIN 90 DAYS OF THE POLICY'S DELIVERY DATE. PLEASE SEE THE UPROMISE RIDER ATTACHED TO THIS POLICY FOR DETAILS.

#13b [#1 SEE YCT RIDER DATA PAGES FOR DETAILS OF INSURED(S) UNDER THIS RIDER.]

INSURED #1 [JOHN DOE]

POLICY NUMBER #4 [00 000 000]

POLICY PREMIUM SCHEDULE

PREMIUMS PAYABLE AT #14 [ANNUAL] MODE, AS FOLLOWS:

BEGINNING AS OF	TOTAL	BASE					
#6 [02-01-2011]	POLICY	POLICY					
POLICY YEAR	PREMIUM##	PREMIUM	#11 [ADB	WP#3	PPO	CI	YCT]
1	#15 [\$XXXX.xx]	#16[\$XXXX.xx]	[\$XX.00	\$XX.00	\$XX.00	#5	#6]

SEE NEXT PAGE FOR CONTINUATION OF POLICY PREMIUM SCHEDULE

THE TOTAL POLICY PREMIUM REQUIRED TO BE PAID FOR THE FIRST YEAR FOR ALL MODES AVAILABLE, IS SHOWN BELOW. THESE AMOUNTS INCLUDE THE AMOUNTS FOR ADDITIONAL RIDERS OR OTHER BENEFITS. PAYMENT OF THE TOTAL POLICY PREMIUM BY A MODE OTHER THAN ANNUAL WILL RESULT IN A HIGHER TOTAL PREMIUM PAID EACH YEAR.

ANNUAL	SEMIANNUAL	QUARTERLY	MONTHLY	C-O-M	
#18\$[XXXXX.XX]	\$[XXXXX.XX]	\$[XXXX.XX]	\$[N/A++]	\$ [XXXX.XX]	(Premiums payable per modal period)
#18\$[XXXXX.XX]	\$ [XXXXX.XX]	\$[XXXX.XX]	\$[N/A++]	\$[XXXX.XX]	(Total premiums payable per year)

THE PREMIUMS SHOWN ABOVE INCLUDE THE FOLLOWING POLICY FEES – ANNUAL \$[50.00], SEMIANNUAL \$[28.00], QUARTERLY \$[16.50], MONTHLY \$[9.00], C-O-M \$[5.00] PER MODAL PREMIUM. PAYMENT BY A MODE OTHER THAN THE ANNUAL MODE WILL RESULT IN A HIGHER TOTAL PREMIUM BEING PAID EACH POLICY YEAR.

#17[++] NOT AVAILABLE. DOES NOT MEET MINIMUM PREMIUM REQUIREMENTS.]

#21[#3 THE PREMIUM FOR THE DISABILITY WAIVER OF PREMIUM (WP) RIDER IN THE 2ND AND LATER POLICY YEARS IS [XX] % OF THE PREMIUM FOR THE BASE POLICY AND ALL YCT RIDERS INCLUDED IN THE POLICY. YCT RIDER PREMIUMS ARE INDICATED ON SEPARATE RIDER PREMIUM SCHEDULE DATA PAGES AND THESE AMOUNTS MUST BE ADDED TO THE POLICY PREMIUM AMOUNT. THE PREMIUM FOR THE WP RIDER WILL INCREASE OR DECREASE WHEN THE POLICY AND/OR RIDER PREMIUMS CHANGE OR WHEN A YCT RIDER IS ADDED OR DELETED FROM THIS POLICY. THE WP RIDER PROVIDES COVERAGE IN THE EVENT OF THE DISABILITY OF THE INSURED UNDER THE BASE POLICY ONLY. HOWEVER, A CHARGE FOR WP IS APPLIED TO ALL YCT RIDERS. THE WP RIDER ENDS ON [XX-XX-XXXX].]

#22 [#5ADDITIONAL AMOUNT FOR THE CI RIDER IS \$[XX.XX], PAYABLE TO [XX-XX-XXXX].

#11 [#6 SEE YCT RIDER PREMIUM SCHEDULE DATA PAGE FOR THESE AMOUNTS.]

INSURED #1[JOHN DOE]

POLICY NUMBER #4[00 000 000]

CONTINUATION OF POLICY PREMIUM SCHEDULE

AFTER THIS BASE POLICY IS IN EFFECT FOR TEN YEARS FROM ITS POLICY DATE, ALL SCHEDULED BASE POLICY PREMIUMS ARE SUBJECT TO CHANGE. HOWEVER, THE ACTUAL PREMIUM DUE IN ANY POLICY YEAR WILL NEVER BE GREATER THAN THE MAXIMUM BASE POLICY PREMIUM SHOWN FOR THAT YEAR.

SEE PREMIUMS SECTION STARTING ON PAGE 6 OF THE POLICY FOR FURTHER DETAILS.

PREMIUMS PAYABLE AT #14 [ANNUAL] MODE, AS FOLLOWS:

POLICY YEAR	SCHEDULED BASE POLICY PREMIUM	MAXIMUM BASE POLICY PREMIUM	#11 [AMOUNTS FOR RIDERS	
			ADB	PPO]
2	#23 [\$232.50	#24 [\$ 232.50		
3	242.50	242.50		
4	252.50	252.50		
5*	260.00	260.00		
6	322.50	322.50		
7	397.50	397.50		
8	487.50	487.50		
9	580.00	580.00		
10	672.50	672.50		
11	750.00	1,502.50		
12	817.50	1,620.00		
13	890.00	1,747.50		
14	980.00	1,882.50		
15	1,070.00	2,037.50		
16	1,162.50	2,197.50		
17	1,267.50	2,390.00		
18	1,370.00	2,615.00		
19	1,480.00	2,862.50		
20*	1,585.00	3,152.50		
21	1,712.50	3,472.50		
22	1,850.00	3,825.00		
23	2,005.00	4,202.50		
24	2,182.50	4,610.00		
25	2,380.00	5,067.50		
26	2,615.00	5,580.00		
27	2,882.50	6,150.00		
28	3,185.00	6,797.50		
29	3,542.50	7,535.00		
30	3,945.00	8,372.50		
31	4,385.00	9,295.00		
32	4,897.50	10,287.50		
33	5,467.50	11,365.00		
34	6,105.00	12,520.00		
35	6,817.50	13,780.00		
36	7,617.50	15,200.00		
37	8,507.50]	17,072.50]		

#26 [SEE NEXT PAGE FOR CONTINUATION OF POLICY PREMIUM SCHEDULE.]

#25 * THE FINAL DATE FOR CONVERSION ON AN ATTAINED AGE BASIS IS [02-01-2031] AND ON AN ORIGINAL AGE BASIS IS [02-01-2016].

INSURED [JOHN DOE]

POLICY NUMBER [00 000 000]

CONTINUATION OF POLICY PREMIUM SCHEDULE

POLICY YEAR	SCHEDULED BASE POLICY PREMIUM	MAXIMUM BASE PREMIUM POLICY	#11[AMOUNTS FOR RIDERS	
			ADB	PPO]
38	#23[\$9,500.00	#24[\$18,670.00		
39	10,602.50	20,805.00		
40	11,820.00	23,202.50		
41	13,162.50	25,775.00		
42	14,875.00	28,515.00		
43	16,715.00	31,392.50		
44	18,680.00	34,380.00		
45	20,810.00	37,552.50		
46	23,180.00	41,030.00		
47	25,852.50	44,902.50		
48	28,905.00	49,277.50		
49	32,382.50	54,207.50		
50	36,252.50	59,597.50		
51	40,447.50	65,325.00		
52	44,905.00	71,275.00		
53	49,602.50	77,395.00		
54	54,465.00	83,565.00		
55	59,547.50]	89,865.00]		
56	#27[THIS BASE POLICY ENDS]			

INSURED [**JOHN DOE**]

POLICY NUMBER [**00 000 000**]

ADDITIONAL POLICY INFORMATION

AS DISCUSSED IN "CONVERSION ON AN ORIGINAL AGE BASIS" IN SECTION THREE, THE EXTRA PAYMENT FOR AN ORIGINAL AGE TERM CONVERSION WILL BE THE GREATER OF (A) PREMIUM VALUES ACCUMULATED AT A COMPOUND INTEREST RATE OF 6%, OR (B) A PERCENTAGE OF THE RESERVE FOR THE NEW POLICY OF 103%.

AS DISCUSSED IN "REINSTATEMENT" IN SECTION FOUR, THE PERCENTAGE USED TO CALCULATE THE COST OF REINSTATEMENT IS 6%.

AS DISCUSSED IN "CONVERSION TO A PERMANENT POLICY" IN SECTION THREE, THE MINIMUM FACE AMOUNT FOR THIS POLICY IS \$250,000.

DIVIDENDS ARE NOT GUARANTEED. WE HAVE THE RIGHT TO CHANGE THE AMOUNTS OF DIVIDENDS TO BE CREDITED TO THE POLICY WHICH MAY RESULT IN LOWER DIVIDEND VALUES , OR IF APPLICABLE, MORE PREMIUMS TO BE PAID, THAN WERE ILLUSTRATED.

POLICY INFORMATION

INSURED #1[**JOHN DOE**]

AGE #2&3[**35 MALE**]

POLICY NUMBER #4[**00 000 000**]

CLASS OF RISK #5[**NON SMOKER**]

POLICY DATE #6[**FEBRUARY 1, 2011**]

ISSUE DATE #7[**FEBRUARY 1, 2011**]

OWNER #8[**INSURED**]

PLAN **NEW YORK LIFE LEVEL PREMIUM CONVERTIBLE TERM - #9a [15] YEARS GUARANTEED LEVEL PREMIUM #9b [WITH]**
#9b [ACCIDENTAL DEATH BENEFIT (ADB) AND
DISABILITY WAIVER OF PREMIUM (WP) AND
POLICY PURCHASE OPTION (PPO) – OPTION AMOUNT IS \$[150,000] AND
CHILDREN'S INSURANCE (CI) AND
NEW YORK LIFE YEARLY CONVERTIBLE TERM RIDER (YCT)#1 AND
NEW YORK LIFE LEVEL PREMIUM CONVERTIBLE TERM RIDER - (LCT) – #9a [15] YEAR
GUARANTEED LEVEL PREMIUM #2 AND
ACCELERATED BENEFITS (AB)]

AMOUNT	BASE POLICY FACE AMOUNT	#10	[\$250,000.00]
	#11[ACCIDENTAL DEATH BENEFIT (ADB, WHEN PAYABLE, IS IN ADDITION TO ANY OTHER INSURANCE BENEFIT)]		[\$200,000.00]
	[CHILDREN'S INSURANCE – [10.000] UNITS OF TERM INSURANCE]		
	[SEE YCT RIDER DATA PAGE FOR TERM INSURANCE AMOUNT]		
	[SEE LCT RIDER DATA PAGE FOR TERM INSURANCE AMOUNT]		

BENEFICIARY
(subject to change) #12[**FIRST – MARY DOE – WIFE OF INSURED**]

#13a [UPROMISE ACCOUNT BENEFIT \$25.00

A \$25.00 UPROMISE CONTRIBUTION AMOUNT WILL BE MADE TO YOUR UPROMISE ACCOUNT IF YOU REGISTER THIS POLICY WITH UPROMISE WITHIN 90 DAYS OF THE POLICY'S DELIVERY DATE. PLEASE SEE THE UPROMISE RIDER ATTACHED TO THIS POLICY FOR DETAILS.]

#13b [#1 SEE YCT RIDER DATA PAGES FOR DETAILS OF INSURED(S) UNDER THIS RIDER.]
[#2 SEE LCT RIDER DATA PAGES FOR DETAILS OF INSURED(S) UNDER THIS RIDER.]

INSURED #1[JOHN DOE]

POLICY NUMBER #4[00 000 000]

POLICY PREMIUM SCHEDULE

PREMIUMS PAYABLE AT #14 [ANNUAL] MODE, AS FOLLOWS:

BEGINNING AS OF #6[02-01-2011]	TOTAL POLICY PREMIUM##	BASE POLICY PREMIUM	#11[ADB WP#3PPO	CI	YCT	LCT]
POLICY YEAR 1*	#15[\$151.11]	#16[\$111.11]	[\$10.00 \$10.00 \$10.00	#5	#6	#4]

SEE NEXT PAGE FOR CONTINUATION OF POLICY PREMIUM SCHEDULE

*THE BASE POLICY PREMIUMS FOR THE FIRST #9a[15] POLICY YEARS ARE LEVEL AND GUARANTEED AS SHOWN ABOVE AND ON THE CONTINUATION OF POLICY PREMIUM SCHEDULE. AFTER THE #9a[15TH] POLICY YEAR, THE SCHEDULED BASE POLICY PREMIUMS ARE SUBJECT TO CHANGE. HOWEVER, THE ACTUAL BASE POLICY PREMIUM DUE IN ANY POLICY YEAR AFTER THE #9a[15TH] POLICY YEAR WILL NEVER BE GREATER THAN THE MAXIMUM BASE POLICY PREMIUM SHOWN FOR THAT YEAR. SEE SECTION 4.4 FOR FURTHER DETAILS.

THE TOTAL POLICY PREMIUM REQUIRED TO BE PAID FOR THE FIRST YEAR FOR ALL MODES AVAILABLE, IS SHOWN BELOW. THESE AMOUNTS INCLUDE THE AMOUNTS FOR ADDITIONAL RIDERS OR OTHER BENEFITS. PAYMENT OF THE TOTAL POLICY PREMIUM BY A MODE OTHER THAN ANNUAL WILL RESULT IN A HIGHER TOTAL PREMIUM PAID EACH YEAR.

	ANNUAL	SEMIANNUAL	QUARTERLY	MONTHLY	C-O-M
#18\$ [xxx.xx]	\$[xxx.xx]	\$ [xx.xx]	\$ [N/A++]	\$[xx.xx] (Premiums payable per modal period)	
#18\$ [xxx.xx]	\$[xxx.xx]	\$[xxx.xx]	\$ [N/A++]	\$[xxx.xx] (Total premiums payable per year)	

THE PREMIUMS SHOWN ABOVE INCLUDE THE FOLLOWING POLICY FEES – ANNUAL [\$50.00], SEMIANNUAL [\$28.00], QUARTERLY [\$16.50], MONTHLY [\$9.00], C-O-M [\$5.00] PER MODAL PREMIUM. PAYMENT BY A MODE OTHER THAN THE ANNUAL MODE WILL RESULT IN A HIGHER TOTAL PREMIUM BEING PAID EACH POLICY YEAR.

#17[++] NOT AVAILABLE. DOES NOT MEET MINIMUM PREMIUM REQUIREMENTS.]

#19[THE STANDARD CONVERSION PERIOD FOR THIS POLICY IS [10] YEARS AFTER THE ISSUE DATE.]

#20[YOU ELECTED THE EXTENSION OF CONVERSION PRIVILEGE OPTION (ECPO) WHEN YOU APPLIED FOR THIS POLICY. AN ADDITIONAL AMOUNT OF \$[XX.XX] HAS BEEN INCLUDED IN THE BASE POLICY PREMIUM AMOUNT FOR THE ECPO WHICH IS PAYABLE TO [XX-XX-XXXX]. FOR FURTHER DETAILS, REFER TO THE ATTACHED ECPO ENDORSEMENT FOR THIS POLICY.]

#21 [#3 THE PREMIUM FOR THE DISABILITY WAIVER OF PREMIUM (WP) RIDER IN THE [6TH] AND LATER POLICY YEARS IS [XX] % OF THE PREMIUM FOR THE BASE POLICY AND ALL YCT AND/OR LCT RIDERS INCLUDED IN THE POLICY. YCT AND LCT RIDER PREMIUMS ARE INDICATED ON SEPARATE RIDER PREMIUM SCHEDULE DATA PAGES AND THESE AMOUNTS MUST BE ADDED TO THE POLICY PREMIUM AMOUNT. THE PREMIUM FOR THE WP RIDER WILL INCREASE OR DECREASE WHEN THE POLICY AND/OR RIDER PREMIUMS CHANGE OR WHEN A YCT OR LCT RIDER IS ADDED OR DELETED FROM THIS POLICY. THE WP RIDER PROVIDES COVERAGE IN THE EVENT OF THE DISABILITY OF THE INSURED UNDER THE BASE POLICY ONLY. HOWEVER, A CHARGE FOR WP IS APPLIED TO ALL YCT AND LCT RIDERS. THE WP RIDER ENDS ON [XX-XX-XXXX].]

#11[#4 SEE LCT RIDER PREMIUM SCHEDULE DATA PAGE FOR THESE AMOUNTS.]

#22[#5 ADDITIONAL AMOUNT FOR THE CI RIDER \$[10.00], IS PAYABLE TO [XX-XX-XXXX].

#11[#6 SEE YCT RIDER PREMIUM SCHEDULE DATA PAGE FOR THESE AMOUNTS.]

INSURED #1[JOHN DOE]

POLICY NUMBER #4[00 000 000]

CONTINUATION OF POLICY PREMIUM SCHEDULE

AFTER THIS BASE POLICY IS IN EFFECT FOR #9a[15] YEARS FROM ITS POLICY DATE, ALL SCHEDULED BASE POLICY PREMIUMS ARE SUBJECT TO CHANGE. HOWEVER, THE ACTUAL PREMIUM DUE IN ANY POLICY YEAR WILL NEVER BE GREATER THAN THE MAXIMUM BASE POLICY PREMIUM SHOWN FOR THAT YEAR.

SEE PREMIUMS SECTION STARTING ON PAGE 6 OF THE POLICY FOR FURTHER DETAILS.

PREMIUMS PAYABLE AT #14 [ANNUAL] MODE, AS FOLLOWS:

POLICY YEAR	SCHEDULED BASE POLICY PREMIUM	MAXIMUM BASE POLICY PREMIUM	#11[AMOUNTS FOR RIDERS ADB PPO]
2	#23 [\$111.11	\$#24 [\$111.11	show applicable amounts until rider ends
3	111.11	111.11	
4	111.11	111.11	
5*	111.11	111.11	
6	111.11	111.11	
7	111.11	111.11	
8	111.11	111.11	
9	111.11	111.11	
10	111.11	111.11	
11	111.11	111.11	
12	111.11	111.11	
13	111.11	111.11	
14	111.11	111.11	
15*	111.11	111.11	
16	222.22	222.22	
17	223.33	223.33	
18	224.44	224.44	
19	225.55	225.55	
20	226.66	226.66	
21	227.77	227.77	
22	228.88	228.88	
23	229.99	229.99	
24	230.00	223.00	
25	231.11	231.11	
26	232.22	232.22	
27	233.33	233.33	
28	234.44	234.44	
29	235.55	235.55	
30	236.66	236.66	
31	237.77]	237.77]	

#26 [SEE NEXT PAGE FOR CONTINUATION OF POLICY PREMIUM SCHEDULE]

#25* THE FINAL DATE FOR CONVERSION ON AN ATTAINED AGE BASIS IS [02-01-2026*] AND ON AN ORIGINAL AGE BASIS IS [02-01-2021*].

* NOTE: Asterisk added next to POLICY YEAR that corresponds to applicable dates based on chosen guarantee premium period.

INSURED #1[JOHN DOE]

POLICY NUMBER #4[00 000 000]

CONTINUATION OF POLICY PREMIUM SCHEDULE

POLICY YEAR	SCHEDULED BASE POLICY PREMIUM	MAXIMUM BASE POLICY PREMIUM	#11 [AMOUNTS FOR RIDERS ADB PPO] Show applicable amts until rider ends
32	#23[\$238.00	#24[\$238.00	
33	239.50	239.50	
34	240.50	240.50	
35	241.00	241.00	
36	243.00	243.00	
37	245.00	245.00	
38	246.00	246.00	
39	248.00	248.00	
40	260.00	260.00	
41	300.50	300.50	
42	400.00	400.00	
43	490.50	490.50	
44	580.50	580.50	
45	676.50	676.50	
46	800.00	800.00	
47	950.00	950.00	
48	1,465.00	1,465.00	
49	2,595.50	2,595.50	
50	3,777.00	3,777.00	
51	4,555.00	4,555.00	
52	5,444.00	5,444.00	
53	6,888.00	6,888.00	
54	7,333.50	7,333.50	
55	8,666.00]	8,666.00]	
56	#27[THIS BASE POLICY ENDS]		

INSURED #1 [JOHN DOE]

POLICY NUMBER #4 [00 000 000]

ADDITIONAL POLICY INFORMATION

AS DISCUSSED IN "CONVERSION ON AN ORIGINAL AGE BASIS" IN SECTION THREE, THE EXTRA PAYMENT FOR AN ORIGINAL AGE TERM CONVERSION WILL BE THE GREATER OF (A) PREMIUM VALUES ACCUMULATED AT A COMPOUND INTEREST RATE OF 6%, OR (B) A PERCENTAGE OF THE RESERVE FOR THE NEW POLICY OF 103%.

AS DISCUSSED IN "REINSTATEMENT" IN SECTION FOUR, THE PERCENTAGE USED TO CALCULATE THE COST OF REINSTATEMENT IS 6%.

AS DISCUSSED IN "CONVERSION TO A PERMANENT POLICY" IN SECTION THREE, THE MINIMUM FACE AMOUNT FOR THIS POLICY IS \$100,000.

DIVIDENDS ARE NOT GUARANTEED. WE HAVE THE RIGHT TO CHANGE THE AMOUNTS OF DIVIDENDS TO BE CREDITED TO THE POLICY WHICH MAY RESULT IN LOWER DIVIDEND VALUES OR IF APPLICABLE, MORE PREMIUMS TO BE PAID, THAN WERE ILLUSTRATED.

#28[NOTICE TO POLICYOWNERS OF CONTRACTS INSURING JUVENILE INSUREDS

THE PREMIUM RATE THAT IS AVAILABLE FOR JUVENILE INSUREDS DOES NOT DIFFERENTIATE SMOKERS FROM NON SMOKERS. THE RATE IS A COMPOSITE, OR BLENDED, RATE. YOU CAN APPLY FOR NON SMOKER RATES FOR THIS POLICY TO BE EFFECTIVE ON OR AFTER THE POLICY ANNIVERSARY AT WHICH THE INSURED REACHED AGE 18. YOUR APPLICATION FOR NON SMOKER RATES FOR THE INSURED IS SUBJECT TO THE UNDERWRITING REQUIREMENTS THAT APPLY AT THAT TIME. IF YOU DO NOT ELECT TO APPLY FOR A NON SMOKER RATE, YOU WILL CONTINUE TO BE CHARGED A BLENDED RATE, WHICH IS HIGHER THAN A NON SMOKER RATE.]

Certificate of Compliance

Insurer: New York Life Insurance Company

Form Number(s): 210-135.99
210-66
210-340
210-450
210-235
6744-10
6745-10

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements Regulation 19, Regulation 49, and Code Ann. 23-79-138.



Signature of Company Officer

Linda E. LoPinto
Name

Corporate Vice President
Title

1/5/11
Date

SERFF Tracking Number: NYLC-126901572 State: Arkansas
 Filing Company: New York Life Insurance Company State Tracking Number: 47319
 Company Tracking Number: 210-135, ET AL.
 TOI: L041 Individual Life - Term Sub-TOI: L041.003 Single Life - Single Premium
 Product Name: AD110 Term
 Project Name/Number: AD110 Term/210-135, et al.

Superseded Schedule Items

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

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
11/15/2010	Form	Yearly Renewable Convertible Term Policy	01/05/2011	210-135.pdf (Superseded)
11/15/2010	Form	Term Life Insurance Policy	01/05/2011	LCT 210-60 .pdf (Superseded)

POLICY INFORMATION

INSURED **JOHN DOE**

AGE **35 MALE**

POLICY NUMBER **00 000 000**

CLASS OF RISK **STANDARD**

POLICY DATE **FEBRUARY 1, 2011**

ISSUE DATE **FEBRUARY 1, 2011**

OWNER **INSURED**

PLAN **NEW YORK LIFE YEARLY CONVERTIBLE TERM**

AMOUNT **BASE POLICY FACE AMOUNT**

\$250,000.00

BENEFICIARY
(subject to change)

FIRST – MARY DOE – SPOUSE OF INSURED

INSURED **JOHN DOE**

POLICY NUMBER **00 000 000**

POLICY PREMIUM SCHEDULE

PREMIUMS PAYABLE AT **ANNUAL** MODE, AS FOLLOWS:

BEGINNING AS OF 02-01-2011	TOTAL POLICY PREMIUM##	BASE POLICY PREMIUM
POLICY YEAR 1	\$377.50	\$377.50

SEE NEXT PAGE FOR CONTINUATION OF POLICY PREMIUM SCHEDULE

THE TOTAL POLICY PREMIUM REQUIRED TO BE PAID FOR THE FIRST YEAR FOR ALL MODES AVAILABLE, IS SHOWN BELOW. THESE AMOUNTS INCLUDE THE AMOUNTS FOR ADDITIONAL RIDERS OR OTHER BENEFITS. PAYMENT OF THE TOTAL POLICY PREMIUM BY A MODE OTHER THAN ANNUAL WILL RESULT IN A HIGHER TOTAL PREMIUM PAID EACH YEAR.

ANNUAL	SEMIANNUAL	QUARTERLY	MONTHLY	C-O-M
\$377.50	\$198.25	\$103.25.	\$N/A++	\$33.75. (Premiums payable per modal period)
\$377.50	\$396.50	\$413.00	\$N/A++	\$405.00 (Total premiums payable per year)

THE PREMIUMS SHOWN ABOVE INCLUDE THE FOLLOWING POLICY FEES – ANNUAL \$50.00, SEMIANNUAL \$28.00, QUARTERLY \$16.50, MONTHLY \$9.00, C-O-M \$5.00 PER MODAL PREMIUM. PAYMENT BY A MODE OTHER THAN THE ANNUAL MODE WILL RESULT IN A HIGHER TOTAL PREMIUM BEING PAID EACH POLICY YEAR.

++ NOT AVAILABLE. DOES NOT MEET MINIMUM PREMIUM REQUIREMENTS.

INSURED **JOHN DOE**

POLICY NUMBER **00 000 000**

CONTINUATION OF POLICY PREMIUM SCHEDULE

AFTER THIS BASE POLICY IS IN EFFECT FOR TEN YEARS FROM ITS POLICY DATE, ALL SCHEDULED BASE POLICY PREMIUMS ARE SUBJECT TO CHANGE. HOWEVER, THE ACTUAL PREMIUM DUE IN ANY POLICY YEAR WILL NEVER BE GREATER THAN THE MAXIMUM BASE POLICY PREMIUM SHOWN FOR THAT YEAR.

SEE PREMIUMS SECTION STARTING ON PAGE 6 OF THE POLICY FOR FURTHER DETAILS.

PREMIUMS PAYABLE AT **ANNUAL** MODE, AS FOLLOWS:

POLICY YEAR	SCHEDULED BASE POLICY PREMIUM	MAXIMUM BASE POLICY PREMIUM
2	\$417.50	\$417.50
3	450.00	450.00
4	480.00	480.00
5*	510.00	510.00
6	620.00	620.00
7	755.00	755.00
8	982.50	982.50
9	1,207.50	1,207.50
10	1,440.00	1,440.00
11	1,670.00	2,907.50
12	1,845.00	3,170.00
13	2,025.00	3,462.50
14	2,240.00	3,625.00
15	2,462.50	3,812.50
16	2,705.00	4,082.50
17	2,965.00	4,400.00
18	3,217.50	4,837.50
19	3,487.50	5,332.50
20*	3,757.50	5,950.00
21	4,040.00	6,650.00
22	4,350.00	7,362.50
23	4,680.00	8,120.00
24	5,062.50	8,712.50
25	5,495.00	9,400.00
26	6,005.00	10,232.50
27	6,592.50	11,262.50
28	7,275.00	12,507.50
29	8,080.00	13,887.50
30	9,010.00	15,300.00
31	10,080.00	16,695.00
32	11,302.50	18,037.50
33	12,687.50	19,345.00
34	14,255.00	20,720.00
35	16,005.00	22,082.50
36	17,962.50	23,732.50
37	20,132.50	25,537.50

SEE NEXT PAGE FOR CONTINUATION OF POLICY PREMIUM SCHEDULE.

* THE FINAL DATE FOR CONVERSION ON AN ATTAINED AGE BASIS IS 02-01-2031 AND ON AN ORIGINAL AGE BASIS IS 02-01-2016.

INSURED **JOHN DOE**

POLICY NUMBER **00 000 000**

CONTINUATION OF POLICY PREMIUM SCHEDULE

POLICY YEAR	SCHEDULED BASE POLICY PREMIUM	MAXIMUM BASE POLICY PREMIUM
38	\$22,530.00	\$27,995.00
39	25,165.00	30,462.50
40	28,050.00	32,957.50
41	31,197.50	35,857.50
42	33,917.50	38,945.00
43	36,667.50	42,512.50
44	39,410.00	46,637.50
45	42,225.00	51,332.50
46	45,220.00	56,345.00
47	48,495.00	61,957.50
48	52,122.50	67,620.00
49	56,137.50	73,557.50
50	60,380.00	80,012.50
51	64,722.50	87,607.50
52	69,010.00	95,920.00
53	73,185.00	104,857.50
54	77,747.50	114,250.00
55	82,242.50	123,970.00
56	THIS BASE POLICY ENDS	

INSURED **JOHN DOE**

POLICY NUMBER **00 000 000**

ADDITIONAL POLICY INFORMATION

AS DISCUSSED IN "CONVERSION ON AN ORIGINAL AGE BASIS" IN SECTION THREE, THE EXTRA PAYMENT FOR AN ORIGINAL AGE TERM CONVERSION WILL BE THE GREATER OF (A) PREMIUM VALUES ACCUMULATED AT A COMPOUND INTEREST RATE OF 6%, OR (B) A PERCENTAGE OF THE RESERVE FOR THE NEW POLICY OF 103%.

IN ADDITION, A CONVERSION CREDIT IS AVAILABLE FOR AN ATTAINED AGE CONVERSION DURING THE FIRST 5 POLICY YEARS.

AS DISCUSSED IN "REINSTATEMENT" IN SECTION FOUR, THE PERCENTAGE USED TO CALCULATE THE COST OF REINSTATEMENT IS 6%.

AS DISCUSSED IN "CONVERSION TO A PERMANENT POLICY" IN SECTION THREE, THE MINIMUM FACE AMOUNT FOR THIS POLICY IS \$250,000.

WE & YOU

In this policy, the words “we”, “our”, “us” or “the company” refer to New York Life Insurance Company, and the words “you” or “your” refer to the Owner of this policy.

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

CONTENTS

SECTION	PROVISIONS	PAGE
	POLICY DATA PAGES	
ONE	LIFE INSURANCE PROCEEDS	4
TWO	OWNER AND BENEFICIARY	4
THREE	CONVERSION	5
FOUR	PREMIUMS	6
FIVE	DIVIDENDS	8
SIX	PAYMENT OF POLICY PROCEEDS	8
SEVEN	GENERAL PROVISIONS	8
	APPLICATION - Attached to the Policy	
	RIDERS OR ENDORSEMENTS (IF ANY) - Attached to the Policy	

Note: This policy is a legal contract between the policyowner and the Company.
PLEASE READ THIS POLICY CAREFULLY FOR FULL DETAILS.

SECTION ONE – LIFE INSURANCE PROCEEDS

1.1 Life Insurance Proceeds The proceeds payable under this policy include the face amount of this policy, as shown on the Policy Information Data Page, and the following (where applicable):

- any other benefits from riders payable because of the Insured's death, plus
- the part of any annual dividend earned from the last policy anniversary to the end of the policy month in which the Insured dies, plus
- any dividends left to accumulate at interest with us, plus
- any part of a premium paid for the period after the policy month in which the Insured dies, less
- the premium for one policy month if the Insured dies during a grace period or conversion period.

We will pay the life insurance proceeds to the beneficiary promptly when we have due proof that the Insured died on or after the Effective Date of this policy, subject to all of this policy's provisions. We will pay the life insurance proceeds in one sum. Further details are given in Section Six.

A claim for the life insurance proceeds includes a fully completed claim form and a certified death certificate or other lawful evidence providing equivalent information and proof of the claimant's interest in the proceeds. This claim must be made in writing at our Service Office or any other location that we indicate to you in writing.

SECTION TWO - OWNER AND BENEFICIARY

2.1 Owner The owner of this policy is shown on the Policy Information Data Page. In this policy, the words "you" and "your" refer to the owner. If the policy is owned by more than one person, the words "you" and "your" refer to all current owners of the policy.

2.2 Successor Owner A successor owner can be named in the application, or in a form we provide. The form and any other requirements must be completed and signed by you. If you die before the successor owner, the successor owner will become the new owner. If no successor owner survives you and you die before the Insured, your estate becomes the new owner.

2.3 Change Of Ownership You can change the owner of this policy in a form we provide. The form and any other requirements must be completed and signed by you. This change will take effect as of the date you signed the form, subject to any payment we made or action we took before recording the change. When this change takes effect, all rights of ownership will pass to the new owner. Changing the owner or successor owner cancels any prior choice of owner or successor owner, but does not change the beneficiary.

2.4 Beneficiary The beneficiary for any life insurance proceeds is the person or entity named in the application, or in a notice you sign that gives us the information we need. If more than one beneficiary is named, they can be classed as first, second, and so on. If two or more are named in a class, their share in the proceeds is equal, unless you state otherwise. The stated shares will be paid to any first beneficiaries who survive the Insured. If no first beneficiaries survive, payment will be made to any beneficiary surviving in the second class, and so on.

If no beneficiary, for either all or part of the proceeds, survives the Insured, the right to those proceeds will pass to you. If you are deceased, this right will pass to your estate.

SECTION TWO - OWNER AND BENEFICIARY (continued)

- 2.5 Change Of A Beneficiary** While the Insured is living, you can change a beneficiary by notifying us in writing. The notice must be signed by you and include the policy number, the name of the Insured, with the beneficiary designation clearly stated. This change will take effect as of the date you signed the notice, subject to any payment we made or action we took before recording the change. For example, if we make any payment before we record the change, we will not have to make the payment again.
- 2.6 Simultaneous Death Of Insured And Beneficiary** Unless stated otherwise in the policy or in your signed notice that is in effect at the Insured's death, if any beneficiary dies at the same time as the Insured or within 15 days after the Insured but before we receive due proof of the Insured's death, we will pay the life insurance proceeds as though that beneficiary died first.

SECTION THREE - CONVERSION

- 3.1 Conversion To A Permanent Policy** You can exchange all or part of this term insurance policy without proof of insurability, subject to the provisions of this policy. This type of exchange is called a conversion. This policy can be exchanged for a new permanent life insurance policy that we make available for such conversion.

To make a conversion, we must receive your application (signed by the Insured and you), the first premium for the new policy and any other payment for the new policy no later than 31 days after the final date of conversion, as described in this section. If the Insured dies during this 31-day conversion period and this policy has not been converted, we will pay the life insurance proceeds of this policy for the Insured reduced by an amount equal to the premium for this policy for one policy month.

Any portion of this policy's face amount that is converted ends when the new policy takes effect. If only part of this policy's face amount is converted, the remainder may be continued under this policy if it meets our minimum face amount requirements as shown on the Additional Policy Information Data Page. If it does not meet such minimum requirements, this policy and all riders attached to this policy will end.

The Insured's class of risk for the new policy will be the same as it was for this policy. If this policy is in a class of risk that is not available on the new policy as of the Policy Date shown on the Policy Data Pages of the new policy, the new policy's class of risk will be the best class the Insured would have qualified for under the new policy as of the Policy Date of this policy.

- 3.2 Types Of Conversion** You can choose to convert either on an attained age or an original age basis. In either case, this policy must be in effect with premiums paid to the date of conversion for the permanent life insurance policy you choose.
- 3.3 Conversion On An Attained Age Basis** If you choose to convert this policy on an attained age basis, we will issue you a new policy. The new policy can be on any permanent life insurance product that we make available for such conversion and that is offered for sale by New York Life Insurance Company or one of its subsidiary companies on the date of conversion. The premium for the new policy will be based on the Insured's age and gender at the time of conversion and the premium rates currently in effect for the new policy that you choose in accordance with this section. The policy date for the new policy will be the date the conversion is made.

Final Date For Conversion The final date for conversion on an attained age basis is shown on the Continuation of Policy Premium Schedule Data Page.

SECTION THREE – CONVERSION (continued)

Conversion Credit We provide a credit for conversion on an attained age basis to the new policy for only that amount of time shown on the Additional Policy Information Data Page. At the time of conversion, we will tell you the amount, if any, of the credit that will be applied to the new policy. Where required by law or regulation, the amount of this credit is on file with the insurance official in the state or district in which this policy is issued.

3.4 Conversion On An Original Age Basis If you choose to convert this term policy on an original age basis, we will issue you a whole life policy that we make available for such conversion and that was offered for sale by New York Life Insurance Company or one of its subsidiary companies on the Issue Date of this term policy. The new policy will have the same provisions and be subject to the same limitations that apply to the whole life policies being offered for this type of conversion. The premium rates for the new whole life policy you choose and we offer for such conversion in accordance with this section will be based on the Insured's age and gender at the time this term policy was issued. The policy date for the new whole life policy and this term policy will be the same.

Final Date For Conversion The final date for conversion on an original age basis is shown on the Continuation of Policy Premium Schedule Data Page.

Extra Payment When this conversion is made, you must make an extra payment. This extra payment will be no more than the greater of: (a) the difference between the premiums (less any dividends) that would have been paid for the new policy and the premiums (less any dividends) actually paid for this term policy, with each such premium value accumulated at an interest rate that is compounded annually; and (b) a percentage of the reserve for the new policy as of the date of conversion. The annual interest rate used to compute (a) and the percentage of the reserve used to compute (b) are shown on the Additional Policy Information Data Page.

3.5 Contestable And Suicide Exclusion Periods Except as noted below, any suicide exclusion or contestable period for the new policy that is issued under either type of conversion will be measured from this term policy's Issue Date. If the new policy is issued with a rider or with an additional amount of insurance, the suicide exclusion and contestable periods for such rider or additional amount of insurance will be measured instead from the Issue Date of the new policy.

3.6 Available Riders With New Policy You can have a Disability Waiver of Premium rider made a part of the new policy that is issued due to either type of conversion, if one is in effect under this term policy on the date of conversion. The Insured must meet our issue age limits and must not be totally disabled as defined in the Disability Waiver of Premium rider in effect under this term policy. However, if the Insured has recovered from a total disability that had gone on for at least 6 months in a row, a Disability Waiver of Premium rider can only be added to a new policy for which premiums are payable to at least the Insured's age 100.

You can have an Accidental Death Benefit rider made a part of the new policy if one is in effect under this term policy on the date of conversion and if the Insured meets our issue age limits. The benefit amount of the new rider cannot be more than the benefit amount that ends under this term policy at the time of conversion.

No other riders can be made a part of the new policy unless we agree.

SECTION FOUR – PREMIUMS

4.1 Premium Payment Each premium for this policy is payable in United States currency, while the Insured is living, on or before its due date, as shown on the Continuation of Policy Premium Schedule Data Page. Premiums are payable in advance at our Home Office or at one of our Service Offices. The first premium may also be paid to any one of our authorized agents in exchange for a receipt signed by the President or Secretary of the Company and duly countersigned by you.

SECTION FOUR – PREMIUMS (continued)

Premiums can be paid at monthly modes by preauthorized bank arrangement (referred to as C-O-M in this policy), or every 3 months, 6 months, once each year, or by any other mode we make available. The premium rate for each of these modes is determined using the method in effect as of the Policy Date. You can change the premium mode by notifying us in writing at our Service Office and by paying the correct premium for the new mode.

4.2 Grace Period We allow 31 days from the due date for payment of every premium after the first premium. This is called a grace period. All insurance coverage continues during this grace period.

If a premium is not paid by the end of this grace period, this policy will lapse and all insurance will end. If the Insured dies during a grace period, we will reduce the life insurance proceeds by an amount equal to the premium for one policy month.

4.3 Renewal Of Policy You can renew this policy year by year by paying the premiums shown on the Policy Premium Schedule Data Pages.

4.4 Right To Change Premiums The premiums for this policy are guaranteed for the number of years shown on the Continuation of Policy Premium Schedule Data Page. Scheduled Base Policy Premiums after that guaranteed period are not guaranteed and we have the right to change those Scheduled Base Policy Premiums as explained below. Any change to Scheduled Base Policy Premiums will take effect on the policy anniversary that follows the date of such change.

For the policy years after the guaranteed period, we will review the Scheduled Base Policy Premiums yearly to determine if any premium changes should be made, based on changes in future expectations for items such as investment earnings, mortality, persistency and expenses, including federal and state taxes. Any change will apply to all policies in the same class, based on gender, class of risk, issue age and duration since issue of such insurance. Any change in Scheduled Base Policy Premiums will be made in accordance with the procedures and standards on file with the insurance official in the state or district in which the policy is issued.

The actual premium payable for the policy years following this policy's issue date that are not guaranteed may be different than the corresponding Scheduled Base Policy Premium shown for that year on the Continuation of Policy Premium Schedule Data Page. However, the actual premium payable will never be greater than the Maximum Base Policy Premium shown for that year.

4.5 Cancellation Of Policy If this policy is still in effect on the anniversary on which the Insured is age 90, it will end on that date. It will also end for nonpayment of premiums. You can cancel this policy at any time. If you cancel the policy prior to the due date of a premium, coverage will end on the date of your signed request for cancellation and we will refund any premium already paid for the remainder of the term period, on a pro-rata basis.

4.6 Reinstatement Within 5 years after lapse, you can apply to reinstate the policy if:

- (a) You have not already cancelled it;
- (b) The Insured is alive and
- (c) The Insured's age is less than 90.

In order to reinstate the policy, we must have evidence of insurability for the Insured that is acceptable to us. All overdue premiums must also be paid with interest accrued from each of their due dates. This annual rate is shown on the Additional Policy Information Data Page.

We will not need evidence of insurability if we receive the required payment within 31 days after the end of the grace period, but the Insured must be living when we receive payment.

SECTION FIVE – DIVIDENDS

- 5.1 Dividend Eligibility** Although this policy is eligible to share in our divisible surplus, it is not expected that any dividends will be payable on this policy. Each year we determine the policy's share of the divisible surplus, if any. This share, if any, is payable as a dividend on the policy anniversary, if all premiums due have been paid.
- 5.2 Dividend Options** Each dividend can be applied under one of the 3 options listed below. Any option can be elected in the application. You can also elect or change the option for future dividends if you tell us in your signed notice.
- 1. Dividend Accumulation** – Left with us to accumulate at interest. On each policy anniversary, we credit interest at the rate we set each year. This rate will be at least the rate required by law. Before the Insured's death, you can withdraw accumulations, with interest to the date of withdrawal. Any accumulations which we still have at the Insured's death will be added to the life insurance proceeds. If this policy lapses, we will pay you any accumulations we have in one sum.
 - 2. Premium Payment** – Applied toward payment of a premium, provided any balance of that premium is also paid when due. Any remaining dividend not used to pay a premium will be paid in cash.
 - 3. Cash** – Paid in cash.
- 5.3 Automatic Dividend Option** If no other option is in effect when a dividend becomes payable, we will apply it as a dividend accumulation. If we pay a dividend in cash and the dividend check is not cashed within one year, that check will be void and we will apply the dividend as a dividend accumulation.
- 5.4 Dividend At Death** The part of any annual dividend earned from the last policy anniversary to the end of the policy month in which the Insured dies will be part of the life insurance proceeds.

SECTION SIX – PAYMENT OF POLICY PROCEEDS

- 6.1 Payment Of Policy Proceeds** The proceeds of this policy will be paid in one sum, which will bear interest computed daily from the date of the Insured's death to the date of payment. We set the interest rate each year. This rate will not be less than the rate required by law.

SECTION SEVEN - GENERAL PROVISIONS

- 7.1 Entire Contract** The entire contract consists of this policy, any attached riders or endorsements, and the attached copy of the application. Also, any application used to modify this policy, (including but not limited to a request to add a rider, to change to a smaller amount of insurance, or for reinstatement) will be attached to and made a part of this policy. Only our Chairman, President, Secretary, or one of our Vice Presidents is authorized to change the contract, and then, only in writing. No change will be made to this contract without your consent. No agent is authorized to change this contract.
- 7.2 Information Provided In The Application** In issuing this policy, we have relied on the statements made in the application. All such statements, in the absence of fraud, are deemed to be representations and not warranties. We assume these statements are true and complete to the best of the knowledge and belief of those who made them. No statement made in connection with the application will be used by us to void this policy or to deny a claim, unless that statement is a material misrepresentation and is part of the application.
- 7.3 Contestable Period** We will not contest this policy after it has been in effect during the lifetime of the Insured for 2 years from the Issue Date, except for non-payment of premium.

If this policy ends and is reinstated, we will not contest this policy based on statements made in the application for reinstatement after it has been in effect during the lifetime of the Insured for 2 years from the date of reinstatement.

SECTION SEVEN - GENERAL PROVISIONS (continued)

7.4 Suicide Exclusion Suicide of the Insured, while sane or insane within 2 years of the Issue Date is not covered by this policy. In that event, this policy will end and the only amount payable will be the premiums paid to us, less any dividends paid.

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

7.5 Policy Date The Policy Date is the date from which premiums are calculated and become due. That date is shown on the Policy Information Data Page. The Policy Date can be chosen to correspond to the definition of the Effective Date, as shown on the cover page of this policy. You can request another date if it is preferable to pay premiums on that date or have policy values accrue as of that date. If no specific Policy Date is chosen, and no temporary coverage applies, the date the policy is issued will be the Policy Date. The Policy Date is also the date from which policy years, months, and anniversaries are measured, unless otherwise stated.

7.6 Calculation Of Age Unless otherwise stated, the Insured's age is the age on the birthday nearest the Policy Date and is shown on the Policy Information Data Page. The Insured's attained age is the age on the Policy Information Data Page plus the number of policy years completed since the Policy Date.

7.7 Misstatement Of Age Or Gender If the age or gender of the Insured is incorrectly stated in the application, the life insurance proceeds payable will be what the premiums paid would have purchased at the correct age and gender.

7.8 Assignment While the Insured is living, you can assign this policy, or any interest in it. If you do this, your interest and anyone else's, is subject to that of the assignee. As owner, you still have the rights of ownership that have not been assigned.

You must provide us with a copy of the assignment. We are not responsible for the validity of any assignment. Any assignment will be subject to any payment we make or other action we take before we record the assignment. An assignee cannot change the owner or beneficiary of this policy. Any amount payable to the assignee will be paid in one sum.

7.9 Protection Against Creditors Payments we make under this policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditors.

7.10 Payments To Company Any payment made to us by check or money order must be payable to New York Life Insurance Company. When asked, we will provide a countersigned receipt, signed by our President or Secretary, for any premium paid to us.

7.11 Conformity With Law This policy is subject to all laws that apply. We reserve the right to make changes to this policy to ensure that this policy, or any policies into which it may be converted, at all times qualifies as life insurance for federal income tax purposes.

7.12 Voting Rights Each year there is an election of persons to our Board of Directors. You have the right to vote in person or by mail if your policy is in effect, and has been in effect for at least one year after the Issue Date. To find out more about this, write to the Secretary at our Home Office, 51 Madison Avenue, New York, New York 10010.

7.13 Duty To Cooperate You, the applicant, the insured and the beneficiary under this policy all have a duty to cooperate with us in the underwriting of this policy and in the investigation of any claim for benefits under the policy, including any attached riders. The duty to cooperate includes but is not limited to providing signed authorizations, in the form we request and without time limitation, for the release of information concerning all representations made in connection with the application, including medical condition and history and financial and employment information.

New York Life Insurance Company

Home Office - 51 Madison Avenue
New York, N.Y. 10010

A Mutual Company Founded In 1845

YEARLY RENEWABLE CONVERTIBLE TERM INSURANCE POLICY

Life Insurance Proceeds Payable At Insured's Death.
Term Policy Renewable Each Year To Age 90, As Stated In The Premiums Section.
Term Policy Convertible, As Stated In The Conversion Section.
Premiums Payable As Shown On Policy Premium Schedule Data Pages.

This Policy Is Eligible For Dividends.

210-135

INSURED: [JOHN DOE]
POLICY NUMBER: [00 000 000]
POLICY DATE: [FEBRUARY 1, 2011]

New York Life Insurance Company (A Mutual Company founded in 1845)

51 Madison Avenue, New York, New York 10010

New York Life Insurance Company will pay the benefits of this policy in accordance with its provisions. The pages which follow, the application and any riders or endorsements, are also a part of this policy.

Right To Examine Policy Please examine your policy. Within 20 days after delivery, you can return it to New York Life Insurance Company, or to the agent through whom it was purchased, with a written request for a refund of premium. Upon such request, the policy will be void from the start, and a full premium refund will be made.

Premiums The premiums payable for this policy are shown on the Policy Premium Schedule Data Pages. They are payable in accordance with the Premiums section.

Effective Date Of Coverage The Effective Date is the date the policy is delivered and the first premium is paid. Coverage does not begin until the Effective Date unless temporary coverage is obtained under a separate temporary coverage agreement.

READ YOUR POLICY CAREFULLY FOR FULL DETAILS.

This policy is executed as of the Issue Date shown on the Policy Information Data Page.


[Theodore A. Blau]
President


[Susan A. Thayer]
Secretary

TERM LIFE INSURANCE POLICY

Life Insurance Proceeds Payable At Insured's Death.
Term Policy Renewable Each Year To Age 90, As Stated In The Premiums Section.
Term Policy Convertible, As Stated In The Conversion Section.
Premiums Payable As Shown On Policy Premium Schedule Data Pages.

This Policy Is Eligible For Dividends.

POLICY INFORMATION

INSURED **JOHN DOE**

AGE **35 MALE**

POLICY NUMBER **00 000 000**

CLASS OF RISK **STANDARD**

POLICY DATE **FEBRUARY 1, 2011**

ISSUE DATE **FEBRUARY 1, 2011**

OWNER **INSURED**

PLAN **NEW YORK LIFE LEVEL PREMIUM CONVERTIBLE TERM - 15 YEARS GUARANTEED LEVEL PREMIUM**

AMOUNT **BASE POLICY FACE AMOUNT**

\$250,000.00

BENEFICIARY
(subject to change)

FIRST – MARY DOE – WIFE OF INSURED

INSURED **JOHN DOE**

POLICY NUMBER **00 000 000**

POLICY PREMIUM SCHEDULE

PREMIUMS PAYABLE AT **ANNUAL** MODE, AS FOLLOWS:

BEGINNING AS OF 02-01-2011	TOTAL POLICY PREMIUM##	BASE POLICY PREMIUM
POLICY YEAR 1*	\$703.75	\$703.75

SEE NEXT PAGE FOR CONTINUATION OF POLICY PREMIUM SCHEDULE

*THE BASE POLICY PREMIUMS FOR THE FIRST 15 POLICY YEARS ARE LEVEL AND GUARANTEED AS SHOWN ABOVE AND ON THE CONTINUATION OF POLICY PREMIUM SCHEDULE. AFTER THE 15TH POLICY YEAR, THE SCHEDULED BASE POLICY PREMIUMS ARE SUBJECT TO CHANGE. HOWEVER, THE ACTUAL BASE POLICY PREMIUM DUE IN ANY POLICY YEAR AFTER THE 15TH POLICY YEAR WILL NEVER BE GREATER THAN THE MAXIMUM BASE POLICY PREMIUM SHOWN FOR THAT YEAR. SEE SECTION 4.4 FOR FURTHER DETAILS.

THE TOTAL POLICY PREMIUM REQUIRED TO BE PAID FOR THE FIRST YEAR FOR ALL MODES AVAILABLE, IS SHOWN BELOW. THESE AMOUNTS INCLUDE THE AMOUNTS FOR ADDITIONAL RIDERS OR OTHER BENEFITS. PAYMENT OF THE TOTAL POLICY PREMIUM BY A MODE OTHER THAN ANNUAL WILL RESULT IN A HIGHER TOTAL PREMIUM PAID EACH YEAR.

ANNUAL	SEMIANNUAL	QUARTERLY	MONTHLY	C-O-M
\$ 703.75	\$368.00	\$189.75	\$ N/A++	\$62.50 (Premiums payable per modal period)
\$ 703.75	\$736.00	\$759.00	\$ N/A++	\$750.00 (Total premiums payable per year)

THE PREMIUMS SHOWN ABOVE INCLUDE THE FOLLOWING POLICY FEES – ANNUAL \$50.00, SEMIANNUAL \$28.00, QUARTERLY \$16.50, MONTHLY \$9.00, C-O-M \$5.00 PER MODAL PREMIUM. PAYMENT BY A MODE OTHER THAN THE ANNUAL MODE WILL RESULT IN A HIGHER TOTAL PREMIUM BEING PAID EACH POLICY YEAR.

++ NOT AVAILABLE. DOES NOT MEET MINIMUM PREMIUM REQUIREMENTS.

INSURED **JOHN DOE**

POLICY NUMBER **00 000 000**

CONTINUATION OF POLICY PREMIUM SCHEDULE

AFTER THIS BASE POLICY IS IN EFFECT FOR 15 YEARS FROM ITS POLICY DATE, ALL SCHEDULED BASE POLICY PREMIUMS ARE SUBJECT TO CHANGE. HOWEVER, THE ACTUAL PREMIUM DUE IN ANY POLICY YEAR WILL NEVER BE GREATER THAN THE MAXIMUM BASE POLICY PREMIUM SHOWN FOR THAT YEAR.

SEE PREMIUMS SECTION STARTING ON PAGE 6 OF THE POLICY FOR FURTHER DETAILS.

PREMIUMS PAYABLE AT **ANNUAL** MODE, AS FOLLOWS:

POLICY YEAR	SCHEDULED BASE POLICY PREMIUM	MAXIMUM BASE POLICY PREMIUM
2	\$703.75	\$703.75
3	703.75	703.75
4	703.75	703.75
5*	703.75	703.75
6	703.75	703.75
7	703.75	703.75
8	703.75	703.75
9	703.75	703.75
10	703.75	703.75
11	703.75	703.75
12	703.75	703.75
13	703.75	703.75
14	703.75	703.75
15*	703.75	703.75
16	4,082.50	4,082.50
17	4,400.00	4,400.00
18	4,837.50	4,837.50
19	5,332.50	5,332.50
20	5,950.00	5,950.00
21	6,650.00	6,650.00
22	7,362.50	7,362.50
23	8,120.00	8,120.00
24	8,712.50	8,712.50
25	9,400.00	9,400.00
26	10,232.50	10,232.50
27	11,262.50	11,262.50
28	12,507.50	12,507.50
29	13,887.50	13,887.50
30	15,300.00	15,300.00
31	16,695.00	16,695.00

SEE NEXT PAGE FOR CONTINUATION OF POLICY PREMIUM SCHEDULE

* THE FINAL DATE FOR CONVERSION ON AN ATTAINED AGE BASIS IS 02-01-2021 AND ON AN ORIGINAL AGE BASIS IS 02-01-2016.

INSURED **JOHN DOE**

POLICY NUMBER **00 000 000**

CONTINUATION OF POLICY PREMIUM SCHEDULE

POLICY YEAR	SCHEDULED BASE POLICY PREMIUM	MAXIMUM BASE POLICY PREMIUM
32	\$18,037.50	\$18,037.50
33	19,345.00	19,345.00
34	20,720.00	20,720.00
35	22,082.50	22,082.50
36	23,732.50	23,732.50
37	25,537.50	25,537.50
38	27,995.00	27,995.00
39	30,462.50	30,462.50
40	32,957.50	32,957.50
41	35,857.50	35,857.50
42	38,945.00	38,945.00
43	42,512.50	42,512.50
44	46,637.50	46,637.50
45	51,332.50	51,332.50
46	56,345.00	56,345.00
47	61,957.50	61,957.50
48	67,620.00	67,620.00
49	73,557.50	73,557.50
50	80,012.50	80,012.50
51	87,607.50	87,607.50
52	95,920.00	95,920.00
53	104,857.50	104,857.50
54	114,250.00	114,250.00
55	123,970.00	123,970.00
56	THIS BASE POLICY ENDS	

INSURED **JOHN DOE**

POLICY NUMBER **00 000 000**

ADDITIONAL POLICY INFORMATION

AS DISCUSSED IN "CONVERSION ON AN ORIGINAL AGE BASIS" IN SECTION THREE, THE EXTRA PAYMENT FOR AN ORIGINAL AGE TERM CONVERSION WILL BE THE GREATER OF (A) PREMIUM VALUES ACCUMULATED AT A COMPOUND INTEREST RATE OF 6%, OR (B) A PERCENTAGE OF THE RESERVE FOR THE NEW POLICY OF 103%.

IN ADDITION, A CONVERSION CREDIT IS AVAILABLE FOR AN ATTAINED AGE CONVERSION DURING THE FIRST 5 POLICY YEARS.

AS DISCUSSED IN "REINSTATEMENT" IN SECTION FOUR, THE PERCENTAGE USED TO CALCULATE THE COST OF REINSTATEMENT IS 6%.

AS DISCUSSED IN "CONVERSION TO A PERMANENT POLICY" IN SECTION THREE, THE MINIMUM FACE AMOUNT FOR THIS POLICY IS \$100,000.

WE & YOU

In this policy, the words “we”, “our”, “us” or “the company” refer to New York Life Insurance Company, and the words “you” or “your” refer to the Owner of this policy.

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

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	APPLICATION - Attached to the Policy	
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Note: This policy is a legal contract between the policyowner (s) and the Company.
PLEASE READ THIS POLICY CAREFULLY FOR FULL DETAILS.

SECTION ONE – LIFE INSURANCE PROCEEDS

1.1 Life Insurance Proceeds The proceeds payable under this policy include the face amount of this policy, as shown on the Policy Information Data Page, and the following (where applicable):

- any other benefits from riders payable because of the Insured's death, plus
- the part of any annual dividend earned from the last policy anniversary to the end of the policy month in which the Insured dies, plus
- any dividends left to accumulate at interest with us, plus
- any part of a premium paid for the period after the policy month in which the Insured dies, less
- the premium for one policy month if the Insured dies during a grace period or conversion period.

We will pay the life insurance proceeds to the beneficiary promptly when we have due proof that the Insured died on or after the Effective Date of this policy, subject to all of this policy's provisions. We will pay the life insurance proceeds in one sum within 60 days after we have received due proof of the Insured's death. Further details are given in Section Six.

A claim for the life insurance proceeds includes a fully completed claim form and a certified death certificate or other lawful evidence providing equivalent information and proof of the claimant's interest in the proceeds. This claim must be made in writing at our Service Office or any other location that we indicate to you in writing.

SECTION TWO - OWNER AND BENEFICIARY

2.1 Owner The owner of this policy is shown on the Policy Information Policy Data Page. In this policy, the words "you" and "your" refer to the owner. If the policy is owned by more than one person, the words "you" and "your" refer to all current owners of the policy.

2.2 Successor Owner A successor owner can be named in the application, or in a form we provide. The form and any other requirements must be completed and signed by you. If you die before the successor owner, the successor owner will become the new owner. If no successor owner survives you and you die before the Insured, your estate becomes the new owner.

2.3 Change Of Ownership You can change the owner of this policy in a form we provide. The form and any other requirements must be completed and signed by you. This change will take effect as of the date you signed the form, subject to any payment we made or action we took before recording the change. When this change takes effect, all rights of ownership will pass to the new owner. Changing the owner or successor owner cancels any prior choice of owner or successor owner, but does not change the beneficiary.

2.4 Beneficiary The beneficiary for any life insurance proceeds is the person or entity named in the application, or in a notice you sign that gives us the information we need. If more than one beneficiary is named, they can be classed as first, second, and so on. If two or more are named in a class, their share in the proceeds is equal, unless you state otherwise. The stated shares will be paid to any first beneficiaries who survive the Insured. If no first beneficiaries survive, payment will be made to any beneficiary surviving in the second class, and so on.

If no beneficiary, for either all or part of the proceeds, survives the Insured, the right to those proceeds will pass to you. If you are deceased, this right will pass to your estate.

SECTION TWO - OWNER AND BENEFICIARY (continued)

- 2.5 Change Of A Beneficiary** While the Insured is living, you can change a beneficiary by notifying us in writing. The notice must be signed by you and include the policy number, the name of the Insured, with the beneficiary designation clearly stated. This change will take effect as of the date you signed the notice, subject to any payment we made or action we took before recording the change. For example, if we make any payment before we record the change, we will not have to make the payment again.
- 2.6 Simultaneous Death Of Insured And Beneficiary** Unless stated otherwise in the policy or in your signed notice that is in effect at the Insured's death, if any beneficiary dies at the same time as the Insured or within 15 days after the Insured but before we receive due proof of the Insured's death, we will pay the life insurance proceeds as though that beneficiary died first.

SECTION THREE - CONVERSION

- 3.1 Conversion To A Permanent Policy** You can exchange all or part of this term insurance policy without proof of insurability, subject to the provisions of this policy. This type of exchange is called a conversion. This policy can be exchanged for a new permanent life insurance policy that we make available for such conversion.

To make a conversion, we must receive your application (signed by the Insured and you), the first premium for the new policy and any other payment for the new policy no later than 31 days after the final date of conversion, as described in this section. If the Insured dies during this 31-day conversion period and this policy has not been converted, we will pay the life insurance proceeds of this policy for the Insured reduced by an amount equal to the premium for this policy for one policy month.

Any portion of this policy's face amount that is converted ends when the new policy takes effect. If only part of this policy's face amount is converted, the remainder may be continued under this policy if it meets our minimum face amount requirements, as shown on the Additional Policy Information Data Page. If it does not meet such minimum requirements, this policy and all riders attached to this policy will end.

The Insured's class of risk for the new policy will be the same as it was for this policy. If this policy is in a class of risk that is not available on the new policy as of the Policy Date shown on the Policy Data Pages of the new policy, the new policy's class of risk will be the best class the Insured would have qualified for under the new policy as of the Policy Date of this policy.

- 3.2 Types Of Conversion** You can choose to convert either on an attained age or an original age basis. In either case this policy must be in effect with premiums paid to the date of conversion for the permanent life insurance policy you choose.
- 3.3 Conversion On An Attained Age Basis** If you choose to convert this policy on an attained age basis, we will issue you a new policy. The new policy can be on any permanent life insurance product that we make available for such conversion and that is offered for sale by New York Life Insurance Company or one of its subsidiary companies on the date of conversion. The premium for the new policy will be based on the Insured's age and gender at the time of conversion and the premium rates currently in effect for the new policy that you choose in accordance with this section. The policy date for the new policy will be the date the conversion is made.

Final Date For Conversion The final date for conversion on an attained age basis is shown on the Continuation of Policy Premium Schedule Data Page.

SECTION THREE – CONVERSION (continued)

Conversion Credit We provide a credit for conversion on an attained age basis to the new policy for only that amount of time shown on the Additional Policy Information Data Page. At the time of conversion, we will tell you the amount, if any, of the credit that will be applied to the new policy. Where required by law or regulation, the amount of this credit is on file with the insurance official in the state or district in which this policy is issued.

3.4 Conversion On An Original Age Basis If you choose to convert this term policy on an original age basis, we will issue you a whole life policy that we make available for such conversion and that was offered for sale by New York Life Insurance Company or one of its subsidiary companies on the Issue Date of this term policy. The new policy will have the same provisions and be subject to the same limitations that apply to the whole life policies being offered for this type of conversion. The premium rates for the new whole life policy you choose and we offer for such conversion in accordance with this section will be based on the Insured's age and gender at the time this term policy was issued. The policy date for the new whole life policy and this term policy will be the same.

Final Date For Conversion The final date for conversion on an original age basis is shown on the Continuation of Policy Premium Schedule Data Page.

Extra Payment When this conversion is made, you must make an extra payment. This extra payment will be no more than the greater of: (a) the difference between the premiums (less any dividends) that would have been paid for the new policy and the premiums (less any dividends) actually paid for this policy, with each such premium value accumulated at an interest rate that is compounded annually; and (b) a percentage of the reserve for the new policy as of the date of conversion. The annual interest rate used to compute (a) and the percentage of the reserve used to compute (b) are shown on the Additional Policy Information Data Page.

3.5 Contestable And Suicide Exclusion Periods Except as noted below, any suicide exclusion or contestable period for the new policy that is issued under either type of conversion will be measured from this term policy's Issue Date. If the new policy is issued with a rider or with an additional amount of insurance, the suicide exclusion and contestable periods for such rider or additional amount of insurance will be measured instead from the Issue Date of the new policy.

3.6 Available Riders With New Policy You can have a Disability Waiver of Premium rider made a part of the new policy that is issued due to either type of conversion if one is in effect under this term policy on the date of conversion. The Insured must meet our issue age limits and must not be totally disabled as defined in the Disability Waiver of Premium rider in effect under this term policy. However, if the Insured has recovered from a total disability that had gone on for at least 6 months in a row, a Disability Waiver of Premium rider can only be added to a new policy for which premiums are payable to at least the Insured's age 100.

You can have an Accidental Death Benefit rider made a part of the new policy if one is in effect under this term policy on the date of conversion and if the Insured meets our issue age limits. The benefit amount of the new rider cannot be more than the benefit amount that ends under this term policy at the time of conversion.

No other riders can be made a part of the new policy unless we agree.

SECTION FOUR – PREMIUMS

4.1 Premium Payment Each premium for this policy is payable in United States currency, while the Insured is living, on or before its due date, as shown on the Continuation of Policy Premium Schedule Data Page. Premiums are payable in advance at our Home Office or at one of our Service Offices. The first premium may also be paid to any one of our authorized agents in exchange for a receipt signed by the President or Secretary of the Company and duly countersigned by you.

SECTION FOUR – PREMIUMS (continued)

Premiums can be paid at monthly modes by preauthorized bank arrangement (referred to as C-O-M in this policy), or every 3 months, 6 months, once each year, or by any other mode we make available. The premium rate for each of these modes is determined using the method in effect as of this Policy Date. You can change the premium mode by notifying us in writing at our Service Office and by paying the correct premium for the new mode.

4.2 Grace Period We allow 31 days from the due date for payment of every premium after the first premium. This is called a grace period. All insurance coverage continues during this grace period.

If a premium is not paid by the end of this grace period, this policy will lapse and all insurance will end. If the Insured dies during a grace period, we will reduce the life insurance proceeds by an amount equal to the premium for one policy month.

4.3 Renewal Of Policy You can renew this policy year by year by paying the premiums shown on the Policy Premium Schedule Data Pages.

4.4 Right To Change Premiums The premiums for this policy are level and guaranteed for the number of years you selected on the application for this policy. This is also shown on the Policy Premium Schedule Data Pages. Scheduled Base Policy Premiums after the level and guaranteed period that you chose are not guaranteed. We have the right to change the Scheduled Base Policy Premiums that apply to the policy years after the level and guaranteed period that you chose, as explained below. Any such change will take effect on the policy anniversary that follows the date of the change.

For the years after the level and guaranteed period that you chose, we will review the Scheduled Base Policy Premiums yearly to determine if any premium changes should be made, based on changes in future expectations for items such as investment earnings, mortality, persistency and expenses, including federal and state taxes. Any change will apply to all policies in the same class, based on gender, class of risk, issue age and duration since issue of such insurance. Any change in Scheduled Base Policy Premiums will be made in accordance with the procedures and standards on file with the insurance official in the state or district in which the policy is issued.

The actual premium payable for the policy years that are not guaranteed may be different than the corresponding Scheduled Base Policy Premium shown for that year on the Continuation of Policy Premium Schedule Data Page. However, the actual premium payable will never be greater than the Maximum Base Policy Premium shown for that year.

4.5 Cancellation Of Policy If this policy is still in effect on the anniversary on which the Insured is age 90, it will end on that date. It will also end for nonpayment of premiums. You can cancel this policy at any time. If you cancel the policy prior to the due date of a premium, coverage will end on the date of your signed request for cancellation and we will refund any premium already paid for the remainder of the term period, on a pro-rata basis.

4.6 Reinstatement Within 5 years after lapse, you can apply to reinstate the policy if:

- (a) You have not already cancelled it;
- (b) The Insured is alive and
- (c) The Insured's age is less than 90.

In order to reinstate the policy, we must have evidence of insurability for the Insured that is acceptable to us. All overdue premiums must also be paid with interest accrued from each of their due dates. This annual rate is shown on the Additional Policy Information Data Page.

We will not need evidence of insurability if we receive the required payment within 31 days after the end of the grace period, but the Insured must be living when we receive payment.

SECTION FIVE – DIVIDENDS

- 5.1 Dividend Eligibility** Although this policy is eligible to share in our divisible surplus, it is not expected that any dividends will be payable on this policy. Each year we determine the policy's share of the divisible surplus, if any. This share, if any, is payable as a dividend on the policy anniversary, if all premiums due have been paid.
- 5.2 Dividend Options** Each dividend can be applied under one of the 3 options listed below. Any option can be elected in the application. You can also elect or change the option for future dividends if you tell us in your signed notice.
1. **Dividend Accumulation** – Left with us to accumulate at interest. On each policy anniversary, we credit interest at the rate we set each year. This rate will be at least the rate required by law. Before the Insured's death, you can withdraw accumulations, with interest to the date of withdrawal. Any accumulations which we still have at the Insured's death will be added to the life insurance proceeds. If this policy lapses, we will pay you any accumulations we have in one sum.
 2. **Premium Payment** – Applied toward payment of a premium, provided any balance of that premium is also paid when due. Any remaining dividend not used to pay a premium will be paid in cash.
 3. **Cash** – Paid in cash.
- 5.3 Automatic Dividend Option** If no other option is in effect when a dividend becomes payable, we will apply it as a dividend accumulation. If we pay a dividend in cash and the dividend check is not cashed within one year, that check will be void and we will apply the dividend as a dividend accumulation.
- 5.4 Dividend At Death** The part of any annual dividend earned from the last policy anniversary to the end of the policy month in which the Insured dies will be part of the life insurance proceeds.

SECTION SIX – PAYMENT OF POLICY PROCEEDS

- 6.1 Payment Of Policy Proceeds** The proceeds of this policy will be paid in one sum, which will bear interest computed daily from the date of the Insured's death to the date of payment. We set the interest rate each year. This rate will not be less than the rate required by law.

SECTION SEVEN - GENERAL PROVISIONS

- 7.1 Entire Contract** The entire contract consists of this policy, any attached riders or endorsements, and the attached copy of the application. Also, any application used to modify this policy, (including but not limited to a request to add a rider, to change to a smaller amount of insurance or for reinstatement) will be attached to and made a part of this policy. Only our Chairman, President, Secretary, or one of our Vice Presidents is authorized to change the contract, and then, only in writing. No change will be made to this contract without your consent. No agent is authorized to change this contract.
- 7.2 Information Provided In The Application** In issuing this policy, we have relied on the statements made in the application. All such statements, in the absence of fraud, are deemed to be representations and not warranties. We assume these statements are true and complete to the best of the knowledge and belief of those who made them. No statement made in connection with the application will be used by us to void the policy or to deny a claim, unless that statement is a material misrepresentation and is part of the application.
- 7.3 Contestable Period** We will not contest this policy after it has been in effect during the lifetime of the Insured for 2 years from the Issue Date, except for non-payment of premium.

If this policy ends and is reinstated, we will not contest this policy based on statements made in the application for reinstatement after it has been in effect during the lifetime of the Insured for 2 years from the date of reinstatement.

SECTION SEVEN - GENERAL PROVISIONS (continued)

7.4 Suicide Exclusion Suicide of the Insured, while sane or insane within 2 years of the Issue Date is not covered by this policy. In that event, this policy will end and the only amount payable will be the premiums paid to us, less any dividends paid.

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

7.5 Policy Date The Policy Date is the date from which premiums are calculated and become due. That date is shown on the Policy Information Data Page. The Policy Date can be chosen to correspond to the definition of the Effective Date, as shown on the cover page of this policy. You can request another date if it is preferable to pay premiums on that date or have policy values accrue as of that date. If no specific Policy Date is chosen, and no temporary coverage applies, the date the policy is issued will be the Policy Date. The Policy Date is also the date from which policy years, months, and anniversaries are measured, unless otherwise stated.

7.6 Calculation Of Age Unless otherwise stated, the Insured's age is the age on the birthday nearest the Policy Date and is shown on the Policy Information Data Page. The Insured's attained age is the age on the Policy Information Data Page plus the number of policy years completed since the Policy Date.

7.7 Misstatement Of Age Or Gender If the age or gender of the Insured is incorrectly stated in the application, the life insurance proceeds payable will be what the premiums paid would have purchased at the correct age and gender.

7.8 Assignment While the Insured is living, you can assign this policy, or any interest in it. If you do this, your interest and anyone else's, is subject to that of the assignee. As owner, you still have the rights of ownership that have not been assigned.

You must provide us with a copy of the assignment. We are not responsible for the validity of any assignment. Any assignment will be subject to any payment we make or other action we take before we record the assignment. An assignee cannot change the owner or beneficiary of this policy. Any amount payable to the assignee will be paid in one sum.

7.9 Protection Against Creditors Payments we make under this policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditors.

7.10 Payments To Company Any payment made to us by check or money order must be payable to New York Life Insurance Company. When asked, we will provide a countersigned receipt, signed by our President or Secretary, for any premium paid to us.

7.11 Conformity With Law This policy is subject to all laws that apply. We reserve the right to make changes to this policy to ensure that this policy, or any policies into which it may be converted, at all times qualifies as life insurance for federal income tax purposes.

7.12 Voting Rights Each year there is an election of persons to our Board of Directors. You have the right to vote in person or by mail if your policy is in effect, and has been in effect for at least one year after the Issue Date. To find out more about this, write to the Secretary at our Home Office, 51 Madison Avenue, New York, New York 10010.

7.13 Duty To Cooperate You, the applicant, the insured and the beneficiary under this policy all have a duty to cooperate with us in the underwriting of this policy and in the investigation of any claim for benefits under the policy, including any attached riders. The duty to cooperate includes but is not limited to providing signed authorizations, in the form we request and without time limitation, for the release of information concerning all representations made in connection with the application, including medical condition and history and financial and employment information.

New York Life Insurance Company

Home Office - 51 Madison Avenue
New York, N.Y. 10010

A Mutual Company Founded In 1845

TERM LIFE INSURANCE POLICY

Life Insurance Proceeds Payable At Insured's Death.

Term Policy Renewable Each Year To Age 90, As Stated In The Premiums Section.

Term Policy Convertible, As Stated In The Conversion Section.

Premiums Payable As Shown On Policy Premium Schedule Data Pages.

This Policy Is Eligible For Dividends.

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