

SERFF Tracking Number: NYLA-127707188 State: Arkansas
 Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 50371
 Company Tracking Number: 211-P103
 TOI: A05I Individual Annuities- Immediate Non-Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
 Product Name: Guaranteed Lifeime Income Annuity II
 Project Name/Number: Guaranteed Lifeime Income Annuity II/211-P103

Filing at a Glance

Company: New York Life Insurance and Annuity Corporation

Product Name: Guaranteed Lifeime Income Annuity II SERFF Tr Num: NYLA-127707188 State: Arkansas

TOI: A05I Individual Annuities- Immediate Non-Variable SERFF Status: Closed-Approved-Closed State Tr Num: 50371

Sub-TOI: A05I.000 Annuities - Immediate Non-variable Co Tr Num: 211-P103 State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Susan Britton, Yelena Reich

Disposition Date: 12/09/2011

Date Submitted: 11/30/2011

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Guaranteed Lifeime Income Annuity II

Status of Filing in Domicile: Pending

Project Number: 211-P103

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: 12/09/2011

State Status Changed: 12/09/2011

Deemer Date:

Created By: Yelena Reich

Submitted By: Yelena Reich

Corresponding Filing Tracking Number:

Filing Description:

This filing consists of a new single premium individual immediate fixed annuity policy and two new riders.

Company and Contact

Filing Contact Information

SERFF Tracking Number: NYLA-127707188 State: Arkansas
 Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 50371
 Company Tracking Number: 211-P103
 TOI: A05I Individual Annuities- Immediate Non-Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
 Product Name: Guaranteed Lifeime Income Annuity II
 Project Name/Number: Guaranteed Lifeime Income Annuity II/211-P103

Susan Britton, Senior Contract Consultant susan_r_britton@newyorklife.com
 1 Rockwood Road 914-846-5889 [Phone]
 Sleepy Hollow, NY 10591 914-846-5382 [FAX]

Filing Company Information

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

Filing Fees

Fee Required? Yes
 Fee Amount: \$150.00
 Retaliatory? Yes
 Fee Explanation: \$50 x 3 forms = \$150
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
New York Life Insurance and Annuity Corporation	\$150.00	11/30/2011	54147578

SERFF Tracking Number: NYLA-127707188 State: Arkansas
Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 50371
Company Tracking Number: 211-P103
TOI: A05I Individual Annuities- Immediate Non-Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
Product Name: Guaranteed Lifeime Income Annuity II
Project Name/Number: Guaranteed Lifeime Income Annuity II/211-P103

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	12/09/2011	12/09/2011

SERFF Tracking Number: NYLA-127707188 *State:* Arkansas
Filing Company: New York Life Insurance and Annuity *State Tracking Number:* 50371
Corporation
Company Tracking Number: 211-P103
TOI: A05I Individual Annuities- Immediate Non- *Sub-TOI:* A05I.000 Annuities - Immediate Non-variable
Variable
Product Name: Guaranteed Lifeime Income Annuity II
Project Name/Number: Guaranteed Lifeime Income Annuity II/211-P103

Disposition

Disposition Date: 12/09/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NYLA-127707188 State: Arkansas
 Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 50371
 Company Tracking Number: 211-P103
 TOI: A05I Individual Annuities- Immediate Non-Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
 Product Name: Guaranteed Lifetime Income Annuity II
 Project Name/Number: Guaranteed Lifetime Income Annuity II/211-P103

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	Cover Letter		Yes
Supporting Document	Certificate of Compliance		Yes
Supporting Document	Statements of Variability		Yes
Form	Individual Single Premium Immediate Fixed Annuity		Yes
Form	Withdrawal Rider		Yes
Form	Withdrawal Rider		Yes

SERFF Tracking Number: NYLA-127707188 State: Arkansas
 Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 50371
 Company Tracking Number: 211-P103
 TOI: A05I Individual Annuities- Immediate Non-Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
 Product Name: Guaranteed Lifetime Income Annuity II
 Project Name/Number: Guaranteed Lifetime Income Annuity II/211-P103

Form Schedule

Lead Form Number: 211-P103

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	211-P103	Policy/Contract/Fraternal Certificate Individual Single Premium Immediate Fixed Annuity	Initial		50.000	Policy-211-P103.pdf
	206-308 (03/2012)	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Revised	Replaced Form #: 206-308 Previous Filing #: USPH-6TDQCB248	58.500	Withdrawal Rider 206-308 (03-2012).pdf
	206-309 (03/2012)	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Revised	Replaced Form #: 206-309 Previous Filing #: USPH-6TDQCB248	56.400	Withdrawal Rider 206-309 (03-2012).pdf

[Annuitant- - JOHN DOE]
[Policy Number- -00 000 000]
[Policy Date- -JANUARY 1, 2012]

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

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

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

The Corporation New York Life Insurance and Annuity Corporation (NYLIAC), a Delaware Corporation and a wholly-owned subsidiary of New York Life Insurance Company, will pay the benefits of this Single Premium Immediate Fixed Annuity (the "Policy") in accordance with its provisions. The following pages are also a part of this Policy.

Annuity Income Payments On the Annuity Commencement Date, we will begin to make Annuity Income Payments to you or to the Payee(s) designated by you.

Right To Return Policy Please examine your Policy. Within ten (10) days, (or longer if required by state law), after receipt by the Owner, you may return it to the Corporation or to the agent through whom it was purchased, with a written request for a cancellation. Upon receipt of this request, the Policy will be void from the start, and a full Premium refund will be made.

The Issue Date is shown on the Policy Data Page.

If you have questions or concerns about your Policy, please contact us at www.newyorklife.com or call us at [1-800-598-2019].


President


Secretary

[New York Life Guaranteed Lifetime Income Annuity II]

(An Individual Single Premium Immediate Fixed Annuity Policy)

Single Premium payable as shown on Policy Data Page

This Policy is Non-Participating.

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

New York Life Insurance and Annuity Corporation

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

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

POLICY DATA PAGE

Annuitant(s) -- [John Doe] **Age:** [65] [Male]

Policy Number -- [00 000 000]
Policy Date -- [January 1, 2012]
Owner(s) -- [The Annuitant]

Plan -- [Non-Qualified]

Single Premium: \$[250,000]

Annuity Commencement Date: [February 1, 2012]

Annuity Income Payment Option: [Single Life Annuity with Installment Refund]

[\$1,390] [Monthly], payable while the Annuitant is living.

If the Annuitant dies before the sum of the Annuity Income Payments received equals the premium paid, the Annuity Income Payments will continue at the scheduled frequency, payable to the Beneficiary, until the total payments equal the premium paid.

If the Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies).]

[Joint Life and 100% Survivor Annuity with Installment Refund

[\$1,250] [Monthly], payable while either Annuitant is living.

If both Annuitants die before the sum of the Annuity Income Payments received equals the premium paid, the Annuity Income Payments will continue at the scheduled frequency, payable to the Beneficiary, until the total payments equal the premium paid.

If the last surviving Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies).]

Upon the death of the Annuitant(s), if any guaranteed Annuity Income Payments are paid in one sum to a Beneficiary, the present value of those payments will be calculated based on the following schedule of interest rates:

Payments in Policy Years [1 Through 5]	[3.30]%
Payments in Policy Years [6 Through 10]	[4.76]%
Payments in Policy Years [11 Through 20]	[5.45]%
Payments in Policy Years [21 Through 30]	[5.84]%

Annual Increase Option Selected: Annuity Income Payments will increase annually by [3]% for the duration of the Policy and will begin on the first anniversary of the Annuity Commencement Date.

Changing Needs Rider Option Selected:

On [February 1, 2015] your adjusted Annuity Income Payments will be [\$1,550 monthly] payable for the duration of the Policy.

Issue Date: [January 1, 2012]

Income Enhancement Option Rider Selected:

Beginning Index Interest Rate: [4.50%]

Ending Index Interest Rate: must be [6.50%] or higher for the option to activate

Adjusted Annuity Benefit, if the option activates: [\$1,640] [Monthly], payable for the duration of the Policy.

Adjusted Annuity Benefit Payment Date: [February 1, 2017]

If the Income Enhancement Option is activated, the Adjusted Annuity Benefit will be reduced for the [remainder of the Guaranteed Period] [duration of the Policy] by the exercise of the [30%] Withdrawal Rider.

[30% WITHDRAWAL RIDER

(See next page for rider information)]

[WITHDRAWAL RIDER

(See next page for rider information)]

Issue Date: [January 1, 2012]

POLICY DATA PAGE
(Page 2 Continued)

30% WITHDRAWAL RIDER

The following information is used to calculate the Withdrawal Benefit available under this rider:

Available Withdrawal Effective Dates:
[February 1, 2017, February 1, 2022, or February 1, 2027]

Life Expectancy on the Policy Date:

<u>Annuitant(s)</u>	<u>Years</u>	<u>Months</u>
[John Doe]	[20]	[6]

Interest rates for discounting payments:
These rates will be adjusted by the Interest Rate Change Adjustment (as defined in the rider) prior to discounting.

Payments in Policy Years [1 Through 5]	[3.30]%
Payments in Policy Years [6 Through 10]	[4.76]%
Payments in Policy Years [11 Through 20]	[5.45]%
Payments in Policy Years [21 Through 30]	[5.84]%
Payments after Policy Year [30]	[5.84]%

WITHDRAWAL RIDER

The following information is used to calculate the Withdrawal Benefit available under this rider:

Guaranteed Period on the Policy Date:

<u>Years</u>	<u>Months</u>
[20]	[0]

Interest rates for discounting payments:
These rates will be adjusted by the Interest Rate Change Adjustment (as defined in the rider) prior to discounting.

Payments in Policy Years [1 Through 5]	[3.30]%
Payments in Policy Years [6 Through 10]	[4.76]%
Payments in Policy Years [11 Through 20]	[5.45]%
Payments in Policy Years [21 Through 30]	[5.84]%
Payments after Policy Year [30]	[5.84]%

If this rider is exercised, Future Guaranteed Payments will be reduced by the selected percentage of the withdrawal, as described in the rider. If an Annuitant is living at the expiration of the Guaranteed Period, full Annuity Income Payments will resume on [January 1, 2032] and will continue for the lifetime of the Annuitant(s). The amount of the Annuity Income Payments will be calculated to include applicable increases or decreases based on any option that was selected at the time of application.

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

[30% Withdrawal Rider]
[Withdrawal Rider]
[Individual Retirement Annuity Endorsement]
[ROTH Individual Retirement Annuity Endorsement]

Issue Date: [January 1, 2012]
211-P103

SPECIMEN COPY

Page 2

WE & YOU

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

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

CONTENTS

	Page
POLICY DATA PAGE	2
DEFINITIONS	4
SECTION ONE- ANNUITY INCOME PAYMENTS	5
1.1 When Will Annuity Income Payments Begin?	5
1.2 May Monthly Annuity Income Payments Be Advanced?	5
SECTION TWO- POLICY OWNERSHIP	5
2.1 What Are The Rights Of Ownership Of This Policy?	5
2.2 May You Name A Successor Owner?	5
2.3 May You Change The Owner Of This Policy?	5
SECTION THREE- GENERAL PROVISIONS	6
3.1 What Constitutes The Entire Contract?	6
3.2 How Important Is The Information You Provide For This Policy?	6
3.3 Will We Be Able To Contest This Policy?	6
3.4 May We Require Proof That The Annuitant(s) Is Living?	6
3.5 What Happens If In This Policy A Person’s Age Or Sex Is Stated Incorrectly?.....	6
3.6 May You Assign This Policy?.....	6
3.7 How Do You Assign This Policy?.....	6
3.8 May You Change The Payee?.....	6
3.9 Does This Policy Have Cash Or Loan Values?	6
3.10 Do Annuity Income Payments Have Protection Against Creditors?	6
3.11 Is This Policy Subject To Conformity With Any Law?	6
RIDERS OR ENDORSEMENTS (if any)	Attached to the Policy

DEFINITIONS

These terms are capitalized when used throughout this Policy.

AGE: The age of an Annuitant, as shown on the Policy Data Page, is the age as of the Policy Date. We count one-twelfth (1/12) of a year for each full month from the Annuitant's last birthday to the Policy Date.

ANNUITANT: The person(s) named on the Policy Data Page and whose life determines the Annuity Income Payments.

ANNUITY COMMENCEMENT DATE: The date on which the first Annuity Income Payment under this Policy will be made.

ANNUITY INCOME PAYMENTS: Periodic payments NYLIAC makes to the named Payee(s) beginning on the Annuity Commencement Date.

ANNUITY PAYMENT DATE: The date upon which NYLIAC has agreed to make each Annuity Income Payment. The initial Annuity Income Payment will be made on the Annuity Commencement Date. Scheduled Annuity Income Payments will be made on the same date of the Payment Mode selected. If an Annuity Income Payment Date falls on a day that we are not open for business, we will make the payment on the next Business Day.

BUSINESS DAY: Any day NYLIAC is open for business.

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

LIFE CONTINGENT ANNUITY INCOME PAYMENT: Any Annuity Income Payment that requires an Annuitant to be living on a scheduled Annuity Income Payment Date.

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

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

OWNER ("you, your"): The person(s) or entity(ies) designated as the Owner of this Policy as displayed on the Policy Data Page, or as subsequently changed.

PAYEE: The recipient(s) designated to receive the Annuity Income Payments under this Policy, or as subsequently changed.

PAYMENT MODE: The frequency that we agree to pay the Annuity Income Payments to the Payee. The frequency is displayed in the Annuity Income Payments section of the Policy Data Page.

POLICY DATA PAGE: Page two (2) of this Policy, containing the Policy specifications.

POLICY DATE: The date the Policy is executed. It is shown on the Policy Data Page.

POLICY YEAR: A year starting on the Policy Date. Subsequent Policy Years begin on each Policy anniversary unless otherwise indicated.

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

QUALIFIED PLAN: A retirement plan or program, under the Internal Revenue Code of 1986, as amended, including Sections 408 and 408(A).

SINGLE PREMIUM: The payment made to the Corporation as consideration for the benefits provided by this Policy. The Single Premium is the only payment that may be applied to this Policy.

SECTION ONE – ANNUITY INCOME PAYMENTS

1.1 When Will Annuity Income Payments Begin?

Annuity Income Payments will begin on the Annuity Commencement Date shown on the Policy Data Page. We will make Annuity Income Payments to you or to the Payee(s) designated by you, in the amount(s) and for the period(s) of time shown on the Policy Data Page.

1.2 May Monthly Annuity Income Payments Be Advanced?

If you are receiving scheduled monthly Annuity Income Payments, you may elect to receive six Annuity Income Payments in one sum. If you exercise this option, you will receive a payment in one sum in an amount equal in value to the next scheduled monthly payment plus the next five scheduled monthly payments. Regularly scheduled monthly payments will resume in the month following

the month in which the sixth payment was scheduled to be made.

If the last surviving Annuitant dies before scheduled Annuity Income Payments resume, any advanced Life Contingent Annuity Income Payments that would not have been paid after the death of that Annuitant, must be returned.

Advanced Annuity Income Payments are fully taxable. This option can only be exercised two times and is only available while an Annuitant is living. You can exercise this option through a notice you sign with the facts that we need. Scheduled Annuity Income Payments must resume before this option may be exercised again. This option is not available if you are under age 59½ or if the Policy is a Qualified Plan.

SECTION TWO – POLICY OWNERSHIP

2.1 What Are The Rights Of Ownership Of This Policy?

The Owner has all rights of ownership in this Policy while the Annuitant is living. These rights include the right to assign your interest in this Policy (Non-Qualified Plan policies only), change a revocable Beneficiary, if applicable, receive Annuity Income Payments, name one or more Payees to receive these payments and change the Owner. If this Policy is jointly owned, these rights must be exercised jointly. To exercise these rights, the Owner does not need the consent of any successor Owner or, if applicable, a revocable Beneficiary. An Owner's rights of ownership end at his or her death.

2.2 May You Name A Successor Owner?

You may name a successor Owner (Non-Qualified Plan Policies only). A successor Owner may be named in the application, or in a notice you sign that gives us the facts that we need. The successor Owner will become the new Owner if the Owner(s) die while the Annuitant is living. For jointly owned policies, unless you specify otherwise the successor Owner will become the new Owner if the last surviving Owner dies while the Annuitant is living.

If no successor Owner survives you and you die while the Annuitant is living, your estate becomes the new Owner. For jointly owned policies, the estate of the last surviving Owner becomes the new Owner.

For Qualified Plan policies, no successor Owner may be named. However, for Qualified Plans with a joint Annuitant, the surviving Annuitant will become the successor Owner upon your death.

2.3 May You Change The Owner Of This Policy?

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

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

SECTION THREE – GENERAL PROVISIONS

3.1 What Constitutes The Entire Contract?

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

3.2 How Important Is The Information You Provide For This Policy?

In issuing this Policy, we have relied on the information you provided. If you signed an application, such information includes statements made in the application. In the absence of fraud, all such statements are deemed to be representations and not warranties. We assume these statements are true and complete to the best of the knowledge and belief of those who made them. No such statement will be used by us to contest this Policy unless that statement is a material misrepresentation.

3.3 Will We Be Able To Contest This Policy?

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

3.4 May We Require Proof That The Annuitant(s) Is Living?

We may require proof from you that the Annuitant is living on any Annuity Payment Date, but not more than once in any twelve-month period.

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

If the Age or sex of an Annuitant is not correct as stated, any amounts payable under this Policy will be adjusted to what the single premium paid would have purchased at the correct Age and sex. If Annuity Income Payments were made based on an incorrect Age or sex, we will increase or reduce a later payment or payments to adjust for the error. Any adjustment will include interest, at one percent (1.0%) per year, credited or charged as applicable, from the date of the incorrect payment to the date the adjustment is made.

3.6 May You Assign This Policy?

While the Annuitant is living, you may assign any interest(s) you have in this Policy (Non-Qualified Plan Policies only). If you do this, your interest, and the interest of any Payee and Beneficiary, if applicable, is subject to that of the assignee. An assignee may not change the Owner, Payee, or, if applicable, the Beneficiary.

As Owner, you retain any rights of ownership that have not been assigned. However, if you fully assign all of your interests in this Policy to another person or entity, we will process your full assignment as a change of ownership.

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

3.7 How Do You Assign This Policy?

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

3.8 May You Change The Payee?

You may name, revoke or change the Payee at any time by providing us with a notice you sign that gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. If the Payee dies before all payments have been made under this Policy, we will pay you until you designate a different Payee.

3.9 Does This Policy Have Cash Or Loan Values?

This Policy does not have cash values or loan values.

3.10 Do Annuity Income Payments Have Protection Against Creditors?

Except as stated in this Policy's assignment provisions, payments we make under this Policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditor.

3.11 Is This Policy Subject To Conformity With Any Law?

Yes. This Policy is subject to all laws that apply. Benefits available under this Policy are not less than those required by any regulation or statute of the state for which this Policy is issued.

New York Life Insurance and Annuity Corporation

A Delaware Corporation and a wholly-owned subsidiary of New York Life Insurance Company

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

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

Single Premium Immediate Fixed Annuity Policy

Single Premium payable as shown on Policy Data Page

This Policy is Non-Participating.

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

30% WITHDRAWAL RIDER

This rider is attached to, and made a part of this Policy. Where there is a conflict between the provisions in this rider and those of this Policy, the provisions of this rider will control. Capitalized terms used but not defined in this rider have the meaning set forth in this Policy.

DEFINITIONS

ANNUITY INCOME PAYMENTS: Periodic payments NYLIAC makes to the named Payee(s) beginning on the Annuity Commencement Date.

BUSINESS DAY: Any day NYLIAC is open for business.

FINANCIAL LOSS: A loss, incurred subsequent to the issuance of this Policy, resulting from damage to your residence that is caused by a natural event or accident such as a hurricane, tornado, flood, earthquake or fire. The damage must be (1) equal to, or greater than, (i) the Premium paid for this Policy, as shown on the Policy Data Page, or (ii) \$20,000, whichever is less; or (2) a loss for which you have qualified for Federal Emergency Management Agency ("FEMA") assistance.

FUTURE EXPECTED PAYMENTS: Annuity Income Payments expected to be made for the period of time immediately following the Withdrawal Effective Date to the date determined by adding the Life Expectancy As Of The Policy Date to the Policy Date.

INTEREST RATE CHANGE ADJUSTMENT:

1.25 x (A minus B) If A is greater than B
1.00 x (A minus B) If A is less than B

A = 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve in effect five (5) Business Days prior to the Withdrawal Effective Date.

B = 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve on the Policy Date.

LIFE EXPECTANCY AS OF THE POLICY DATE:

The average number of years remaining to live, as of the Policy Date shown on the Policy Data Page, for a person of the same age and gender as the Annuitant, as shown on the Policy Data Page.

PRESENT VALUE OF FUTURE EXPECTED

PAYMENTS: Future Expected Payments discounted to the Withdrawal Effective Date using discount rates equal to the interest rates shown on the Policy

Data Page plus an Interest Rate Change Adjustment.

PROOF OF FINANCIAL LOSS: For an insured loss, a copy of your insurance claim settlement document(s); for other loss, either (1) A FEMA Disaster Assistance Registration that indicates you have been approved by FEMA for Individual Financial Assistance, or (2) an appraisal prepared by a duly licensed person or entity.

REPLACEMENT RATIO: The Replacement Ratio is C divided by D where:

C = The Withdrawal Benefit, and

D = The current price of new contracts, issued on the Withdrawal Effective Date, that provide Annuity Income Payments equal to those you elect to withdraw.

If new contracts that provide the same Annuity Income Payments are not being issued on the Withdrawal Effective Date, then:

D = The calculated price of a new contract that provides Annuity Income Payments equal to those you elect to withdraw, based on the price of contracts being issued on the Withdrawal Effective Date.

WITHDRAWAL BENEFIT: The amount equal to thirty percent (30%) of the Present Value Of Future Expected Payments. If this Policy is issued as an Individual Retirement Annuity under section 408 or 408(A) of the Internal Revenue Code, then the Withdrawal Benefit may be capped to comply with the Internal Revenue Service's required minimum distribution rules that apply to Individual Retirement Annuities.

WITHDRAWAL EFFECTIVE DATE: The date on which the Withdrawal Benefit is determined. This date is either the 5th, 10th or 15th anniversary of this Policy's Annuity Commencement Date shown on the Policy Data Page, unless the withdrawal is the result of an approved Financial Loss. If the withdrawal is the result of an approved Financial Loss, the Withdrawal Effective Date will be within fifteen (15) Business Days following approval.

RIDER PROVISIONS

1. What Benefit Does This Rider Provide?

This rider allows you to receive the Withdrawal Benefit in one sum only.

2. What Is The Purpose Of Disclosure Of The Replacement Ratio?

Reviewing the Replacement Ratio may help you decide if withdrawing this money is the right decision for you. A Replacement Ratio greater than one (1.00) indicates that the Withdrawal Benefit is more than enough to purchase Annuity Income Payments equal to those being withdrawn, based on prices in effect at the time of the withdrawal. A Replacement Ratio less than one (1.00) indicates that the Withdrawal Benefit is not enough to purchase Annuity Income Payments equal to those being withdrawn, based on prices in effect at the time of the withdrawal.

3. Does This Rider Affect Future Annuity Income Payments?

Following the Withdrawal Effective Date, Future Expected Payments will be reduced by thirty percent (30%). Your right to receive the remaining sixty percent (60%) of Future Expected Payments will not be affected by the payment of the Withdrawal Benefit.

4. When Can You Exercise This Rider?

You must submit your request to exercise this rider at least fifteen (15) Business Days prior to the 5th, 10th or 15th anniversary of this Policy's Annuity Commencement Date. These dates are shown on the Policy Data Page. You may also exercise this rider upon submission to us of your Proof Of Financial Loss with your request to exercise this rider.

5. How Can You Determine The Withdrawal Benefit?

You may, at any time, request information on the Withdrawal Benefit. Within fifteen (15) Business Days of receipt of your request, we will provide you with the information described in items (i), (ii) and (iii) of Provision 6. This information will be based on applicable interest rates, the then current Interest Rate Change Adjustment, and subject to any limitations in this rider, a Withdrawal Effective Date of your choosing.

6. How Do You Exercise This Rider?

To receive the Withdrawal Benefit, you must submit a written and signed request for payment, and if applicable, Proof Of Financial Loss. Within fifteen (15) Business Days of receipt of your request, we

will provide you, if not previously provided, notification of:

- (i) the amount of the Withdrawal Benefit payable and the Withdrawal Effective Date;
- (ii) the amount of the future Annuity Income Payments following the Withdrawal Effective Date; and
- (iii) the current Replacement Ratio.

Once we have provided you with the information in (i), (ii) and (iii) above, and you submit a written and signed request for payment, we will pay the Withdrawal Benefit within fifteen (15) Business Days of receipt of such request. The Withdrawal Benefit paid will be adjusted to reflect any Annuity Income Payments, and any change in the 10-Year Treasury Constant Maturity Rate, made subsequent to our providing you with the information in (i), (ii) and (iii) above. The Interest Rate Change Adjustment applied will be determined based on the 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve in effect five (5) Business Days prior to the actual Withdrawal Effective Date.

7. How Often Can You Exercise This Rider?

This rider can be exercised only once while it is in effect.

8. Are There Any Limitations On Exercising This Rider?

This rider may not be exercised if:

- (i) you are under age 59 ½; or
- (ii) the Withdrawal Benefit is determined to be less than \$2,500; or
- (iii) the rider has ended as explained in Provision 12.

9. What Is The Effective Date Of This Rider?

This rider is effective as of the Policy Date.

10. Is The Withdrawal Benefit Subject To The Rights Of Any Assignee?

If you assign this Policy, you must provide us with each assignee's written consent for you to receive any benefit under the terms of this rider. This Policy may not be assigned if it is issued as an Individual Retirement Annuity under section 408 or 408(A) of the Internal Revenue Code.

11. Is There An Additional Charge For This Rider?

There is no additional charge for this rider.

12. When Will This Rider End?

This rider will end on the earliest of the following:

- (i) the death of the Annuitant; or
- (ii) the payment of the Withdrawal Benefit under the terms of this rider; or
- (iii) the date on which the Policy has been in effect for a period equal to the Annuitant's Life Expectancy As Of The Policy Date, as shown on the Policy Data Page.

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION


President


Secretary

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

30% WITHDRAWAL RIDER

This rider is attached to, and made a part of this Policy. Where there is a conflict between the provisions in this rider and those of this Policy, the provisions of this rider will control. Capitalized terms used but not defined in this rider have the meaning set forth in this Policy.

DEFINITIONS

ANNUITY INCOME PAYMENTS: Periodic payments NYLIAC makes to the named Payee(s) beginning on the Annuity Commencement Date.

BUSINESS DAY: Any day NYLIAC is open for business.

FINANCIAL LOSS: A loss, incurred subsequent to the issuance of this Policy, resulting from damage to your residence that is caused by a natural event or accident such as a hurricane, tornado, flood, earthquake or fire. The damage must be (1) equal to, or greater than, (i) the Premium paid for this Policy, as shown on the Policy Data Page, or (ii) \$20,000, whichever is less; or (2) a loss for which you have qualified for Federal Emergency Management Agency ("FEMA") assistance.

FUTURE EXPECTED PAYMENTS: Annuity Income Payments expected to be made for the period of time immediately following the Withdrawal Effective Date to the date determined by adding either:

- (i) the Joint Life Expectancy As Of The Policy Date, shown on the Policy Data Page, to the Policy Date if both Annuitants have survived to the Withdrawal Effective Date; or
- (ii) the last surviving Annuitant's life expectancy as of the Policy Date, shown on the Policy Data Page, to the Policy Date if one of the Annuitants has not survived to the Withdrawal Effective Date.

INTEREST RATE CHANGE ADJUSTMENT:

1.25 x (A minus B) If A is greater than B
1.00 x (A minus B) If A is less than B

A = 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve in effect five (5) Business Days prior to the Withdrawal Effective Date.

B = 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve on the Policy Date.

JOINT LIFE EXPECTANCY AS OF THE POLICY DATE: The average number of years remaining to live, as of the Policy Date shown on the Policy Data Page, for at least one of two persons, with the ages

and genders shown on the Policy Data Page. The average number of years remaining reflects the level of Annuity Benefits, shown on the Policy Data Page, expected to be made both before and after the death of either Annuitant.

PRESENT VALUE OF FUTURE EXPECTED PAYMENTS: Future Expected Payments discounted to the Withdrawal Effective Date using discount rates equal to the interest rates shown on the Policy Data Page plus an Interest Rate Change Adjustment.

PROOF OF FINANCIAL LOSS: For an insured loss, a copy of your insurance claim settlement document(s); for other loss, either (1) A FEMA Disaster Assistance Registration that indicates you have been approved by FEMA for Individual Financial Assistance, or (2) an appraisal prepared by a duly licensed person or entity.

REPLACEMENT RATIO: The Replacement Ratio is C divided by D where:

C = The Withdrawal Benefit, and
D = The current price of new contracts, issued on the Withdrawal Effective Date, that provide Annuity Income Payments equal to those you elect to withdraw.

If new contracts that provide the same Annuity Income Payments are not being issued on the Withdrawal Effective Date, then:

D = The calculated price of a new contract that provides Annuity Income Payments equal to those you elect to withdraw, based on the price of contracts being issued on the Withdrawal Effective Date.

WITHDRAWAL BENEFIT: The amount equal to thirty percent (30%) of the Present Value Of Future Expected Payments. If this Policy is issued as an Individual Retirement Annuity under section 408 or 408(A) of the Internal Revenue Code, then the Withdrawal Benefit may be capped to comply with the Internal Revenue Service's required minimum distribution rules that apply to Individual Retirement Annuities.

WITHDRAWAL EFFECTIVE DATE: The date on which the Withdrawal Benefit is determined. This date is either the 5th, 10th or 15th anniversary of this Policy's Annuity Commencement Date shown on the Policy Data Page, unless the withdrawal is the result of an approved Financial Loss. If the withdrawal is

the result of an approved Financial Loss, the Withdrawal Effective Date will be within fifteen (15) Business Days following approval.

RIDER PROVISIONS

1. What Benefit Does This Rider Provide?

This rider allows you to receive the Withdrawal Benefit in one sum only.

2. What Is The Purpose Of Disclosure Of The Replacement Ratio?

Reviewing the Replacement Ratio may help you decide if withdrawing this money is the right decision for you. A Replacement Ratio greater than one (1.00) indicates that the Withdrawal Benefit is more than enough to purchase Annuity Income Payments equal to those being withdrawn, based on prices in effect at the time of the withdrawal. A Replacement Ratio less than one (1.00) indicates that the Withdrawal Benefit is not enough to purchase Annuity Income Payments equal to those being withdrawn, based on prices in effect at the time of the withdrawal.

3. Does This Rider Affect Future Annuity Income Payments?

Following the Withdrawal Effective Date, Future Expected Payments will be reduced by thirty percent (30%). Your right to receive the remaining sixty percent (60%) of Future Expected Payments will not be affected by the payment of the Withdrawal Benefit.

4. When Can You Exercise This Rider?

You must submit your request to exercise this rider at least fifteen (15) Business Days prior to the 5th, 10th or 15th anniversary of this Policy's Annuity Commencement Date. These dates are shown on the Policy Data Page. You may also exercise this rider upon submission to us of your Proof Of Financial Loss with your request to exercise this rider.

5. How Can You Determine The Withdrawal Benefit?

You may, at any time, request information on the Withdrawal Benefit. Within fifteen (15) Business Days of receipt of your request, we will provide you with the information described in items (i), (ii) and (iii) of Provision 6. This information will be based on applicable interest rates, the then current Interest Rate Change Adjustment, and subject to any limitations in this rider, a Withdrawal Effective Date of your choosing.

6. How Do You Exercise This Rider?

To receive the Withdrawal Benefit, you must submit a written and signed request for payment, and if applicable, Proof Of Financial Loss. Within fifteen (15) Business Days of receipt of your request, we will provide you, if not previously provided, notification of:

- (i) the amount of the Withdrawal Benefit payable and the Withdrawal Effective Date;
- (ii) the amount of the future Annuity Income Payments following the Withdrawal Effective Date; and
- (iii) the current Replacement Ratio.

Once we have provided you with the information in (i), (ii) and (iii) above, and you submit a written and signed request for payment, we will pay the Withdrawal Benefit within fifteen (15) Business Days of receipt of such request. The Withdrawal Benefit paid will be adjusted to reflect any Annuity Income Payments, and any change in the 10-Year Treasury Constant Maturity Rate, made subsequent to our providing you with the information in (i), (ii) and (iii) above. The Interest Rate Change Adjustment applied will be determined based on the 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve in effect five (5) Business Days prior to the actual Withdrawal Effective Date.

7. How Often Can You Exercise This Rider?

This rider can be exercised only once while it is in effect.

8. Are There Any Limitations On Exercising This Rider?

This rider may not be exercised if:

- (i) you are under age 59 ½; or
- (ii) the Withdrawal Benefit is determined to be less than \$2,500; or
- (iii) the rider has ended as explained in Provision 12.

9. What Is The Effective Date Of This Rider?

This rider is effective as of the Policy Date.

10. Is The Withdrawal Benefit Subject To The Rights Of Any Assignee?

If you assign this Policy, you must provide us with each assignee's written consent for you to receive any benefit under the terms of this rider. This Policy may not be assigned if it is issued as an Individual Retirement Annuity under section 408 or 408(A) of the Internal Revenue Code.

11. Is There An Additional Charge For This Rider?

There is no additional charge for this rider.

12. When Will This Rider End?

This rider will end on the earliest of the following:

- (i) the death of the last surviving Annuitant; or
- (ii) the payment of the Withdrawal Benefit under the terms of this rider; or
- (iii) the date on which the Policy has been in effect for a period equal to the Annuitants' Joint Life Expectancy As Of The Policy Date or, if applicable, the last surviving Annuitant's life expectancy as of the Policy Date, as shown on the Policy Data Page.

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION


President


Secretary

SERFF Tracking Number: NYLA-127707188 State: Arkansas
 Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 50371
 Company Tracking Number: 211-P103
 TOI: A05I Individual Annuities- Immediate Non-Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
 Product Name: Guaranteed Lifeime Income Annuity II
 Project Name/Number: Guaranteed Lifeime Income Annuity II/211-P103

Supporting Document Schedules

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

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments: Application forms 211-A109 and 211-A110, which were approved by your Department on 7/6/2011 (SERFF No: NYLA-127285453), will be used with Policy Form 211-P103.		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Acturial Memo		
Comments:		
Attachment: Actuarial Memorandum-211-P103.pdf		

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

	Item Status:	Status Date:

SERFF Tracking Number: NYLA-127707188 State: Arkansas
Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 50371
Company Tracking Number: 211-P103
TOI: A05I Individual Annuities- Immediate Non-Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
Product Name: Guaranteed Lifeime Income Annuity II
Project Name/Number: Guaranteed Lifeime Income Annuity II/211-P103
Satisfied - Item: Certificate of Compliance
Comments:
Attachment:
Certificate-Compliance-AR.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Statements of Variability
Comments:
Attachments:
SOV-Policy 211-P103.pdf
SOV-WBR 206-308 (03.2012).pdf
SOV-WBR 206-309 (03.2012).pdf

STATE OF ARKANSAS
READABILITY CERTIFICATION

COMPANY NAME: New York Life Insurance and Annuity Corporation

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

Form Number	Score
211-P103	50
206-308 (03/2012)	58.5
206-309 (03/2012)	56.4



Suzanne Wolf
Assistant Vice President – Product Development

11/30/2011

Date



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

"The Company You Keep"®

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

November 30, 2011

Hon. Jay Bradford
Commissioner
Department of Insurance
1200 W. Third Street
Little Rock, AR 72201-1904

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

Form No.: 211-P103 Individual Single Premium Immediate Annuity Contract
206-308 (03/2012) Withdrawal Benefit Rider
206-309 (03/2012) Withdrawal Benefit Rider

Dear Hon. Jay Bradford:

We are enclosing for your approval a new individual single premium immediate fixed annuity policy and two riders. The policy and related forms will be issued by New York Life Insurance and Annuity Corporation (NYLIAC). We intend to introduce this policy and accompanying forms on or about March 1, 2012, subject to approval by your Department. Additional information regarding these forms is provided below, and the chart that follows this letter lists all forms that will be used with the new policy and riders.

Please note that Application forms 211-A109 and 211-A110, which were approved by your Department on 7/6/2011 (SERFF No: NYLA-127285453), will be used to solicit this policy form and associated riders through independent agencies.

Policy Form 211-P103

This policy form is similar to policy form 211-P102 which was approved by your Department on 06/28/2011 (SERFF Tracking No: NYLA-127130309). The primary difference between this new policy form and the previously approved policy form 211-P102 is that this new policy form includes an **Annuity Income Payment Advance** feature that allows the policy owner to elect six months worth of "accelerated" annuity payments versus seven months offered in previously approved policy form 211-P102. This feature can only be exercised two times during the life of the policy versus three times in the previously approved policy form 211-P102.

Policy form 211-P103, which is non-participating, will be made available individually through independent agencies (independent distribution channel) only. This policy replaces policy forms 203-169, 203-170, 203-171, 203-172, 203-173, 203-174, and 210-195 (approved by your Department on 10/10/2003 and 7/16/2010, respectively) in the Company's independent distribution channel. This new policy consolidates the seven annuity income payment plans offered in each of the aforementioned policy forms being replaced.

This product will be available for the "non-tax qualified" market and for the "tax-qualified" market, specifically, the Individual Retirement Annuity (IRA) market, including Traditional IRA plans, Inherited Traditional IRA plans, Roth IRA plans, and Inherited Roth IRA plans.

This policy can be issued either as a single life annuity or a joint life annuity based on the annuity income payment plan. There are seven annuity income payment plans available under the policy as follows:

Life Only: This plan can be issued either as a single life annuity or a joint life annuity. This plan provides that annuity income payments will continue only as long as an annuitant is living. If no annuitant is living, no further payments will be made and no part of the premium will be refunded.

Life with Period Certain: This plan can be issued either as a single life annuity or a joint life annuity. This plan provides for annuity income payments for a guaranteed period of time or for as long as an annuitant is living, whichever is later. If no annuitant is living before all payments for the guaranteed number of years elected by the policy owner have been made, we will continue to make annuity payments to the named beneficiary until all payments have been made for the remaining guaranteed number of years.

Life with Cash Refund: This plan can be issued either as a single life annuity or a joint life annuity. Annuity income payments will continue only as long as an annuitant is living. If no annuitant is living and the amount of the annuity income payments made is less than the premium paid for the policy at the death of the annuitant (or last surviving annuitant), we will pay the difference between the annuity income payments made and the premium paid in a single sum to the named beneficiary.

Life with Installment Refund: This plan can be issued either as a single life annuity or a joint life annuity. This plan provides that annuity income payments will continue only as long as an annuitant is living. If no annuitant is living and the amount of the annuity income payments made is less than the premium paid for the policy at the death of the annuitant (or last surviving annuitant), the annuity income payments will continue at the scheduled frequency, payable to the beneficiary, until the total payments equal the premium paid.

Primary and Secondary Joint Life: This plan is issued only as a joint life annuity. This plan provides a life annuity without refund that will be issued on the life of a "Primary and Secondary" annuitant. The policy provides that annuity income payments will

continue as long as either annuitant is living. However, if the Primary annuitant should die, the payee(s) will receive a reduced annuity income payment, as elected by the policy owner, for as long as the Secondary annuitant is living. If the Secondary annuitant should pre-decease the Primary annuitant, 100% of the annuity income payment amount will continue to the payee(s) as long as the Primary annuitant is living. At the death of the last surviving annuitant, no further payments will be made and no part of the premium will be refunded.

Primary and Secondary Joint Life with Period Certain: This plan is issued only as a joint life annuity. It provides a life annuity with a guaranteed period that will be issued on the life of a “Primary and Secondary” annuitant. If the last annuitant dies before all income payments for the guaranteed number of years elected by the policy owner have been made, we will continue to make payments to the named beneficiary until all payments have been made for the guaranteed number of years. Similar to Primary and Secondary Joint Life, if the Primary annuitant should die, the payee(s) will receive a reduced annuity income payment amount as elected by the policy owner. However, the payment amount is reduced only after the guaranteed period ends. These reduced payments are payable for as long as the Secondary annuitant is living. If the Secondary annuitant should pre-decease the Primary annuitant, 100% of the annuity income payment amount will continue to the payee(s) as long as the Primary annuitant is living.

Life with Percent of Premium Death Benefit: This plan can be issued either as a single life annuity or a joint life annuity. Similar to the Life Only payment plan, this plan provides that annuity income payments will continue only as long as an annuitant is living. If no annuitant is living, no further annuity payments will be made. However, this plan also features a “percent of premium” death benefit. This benefit can be either 25% or 50% of the premium paid, as elected by the owner. Upon death of the annuitant(s), this death benefit will be paid to the named beneficiary.

Beneficiary Endorsements 211-E102 and 211-E103

The Beneficiary Endorsements, forms 211-E102 and 211-E103, that were approved by your Department on 6/28/2011 (SERFF No. NYLA-127130309) will be used with policy form 211-P103. These endorsements amend the policy by providing the terms under which a beneficiary may receive the policy’s death benefit.

Form 211-E102 amends policy form 211-P103 when issued as a Life with Cash Refund or Life with Percent of Premium Death Benefit.

Form 211-E103 amends policy form 211-P103 when issued as a Life with Period Certain, Life with Installment Refund or Primary and Secondary Joint Life with Period Certain.

Withdrawal Riders 206-308 (03/2012) and 206-309 (03/2012)

These rider forms are similar to rider forms 211-R103 and 211-R107 that were approved by your Department on 6/28/2011 (SERFF No: NYLA-127130309). The primary difference between these new rider forms and the previously approved rider forms is that these new rider forms include a one-time lump sum withdrawal equal to 30% of the present value of future expected payments instead of the 40% of the present value offered in 211-R103 and 211-R107.

These riders are automatically included with new issues of the policy at no charge. Only one of these riders can be attached to a policy. These riders provide policy owners with access to a portion of the present value of their annuity benefits, as described below. These riders replace rider forms 206-308 and 206-309, that were approved by your Department on 9/19/2006 (SERF No: USPH-6TDQCB248), in the Company's independent distribution channel.

Rider forms 206-308 (03/2012) and 206-309 (03/2012) allow the policy owner to make a one-time lump sum withdrawal equal to 30% of the present value of future expected payments. Future expected payments, following the withdrawal effective date, will be reduced by 30%. This option can be exercised only once on either the 5th, 10th, or 15th anniversary from the annuity commencement date or upon submission to us of proof of financial loss as defined in the rider.

Rider form 206-308 (03/2012) is designed for use when policy form 211-P103 is issued on a single life as either a "tax-qualified" or a "non-tax qualified" plan, subject to certain benefit option limitations.

Rider form 206-309 (03/2012) is designed for use when policy form 211-P103 is issued on a joint life as either a "tax-qualified" or a "non-tax qualified" plan, subject to certain benefit option limitations.

Policy Optional Features

Annuity Income Payment Advance – Each new policy issued on a monthly income basis allows the policy owner to elect six months worth of "accelerated" annuity payments. If a policy owner elects this feature, he or she will receive a payment in one sum equal to the value of the next scheduled monthly payment plus the next five scheduled monthly payments. This is not a commutation of the payments. Regularly scheduled monthly payments will resume in the month following the month in which the sixth payment was scheduled to be made. This feature can only be exercised two times during the life of the policy and is only available while the annuitant is living. Additional details are provided in the policy.

Annuity Income Payment Annual Increase Option – The policy owner may elect prior to issuance of the policy, an annual annuity income payment increase that provides a means for the policy owner to offset the effects of inflation on future payments. There is no explicit charge for this option; however, the income payment amount will be less for those who elect this option than for those who do not elect it. This option is not available if the policy owner elects the Changing Needs Rider or the Income Enhancement Option Rider, which have been filed with

and approved by your Department and will be used with the enclosed policy form. State approval information is provided in the chart below.

Statements of Variability

Variable material in each submitted form is denoted with brackets and the enclosed Statements of Variability describe each variable item.

Domicile Approval Status

Policy form 211-P103, and rider forms 206-308 (03/2012) and 206-309 (03/2012), were filed with the Insurance Department of our domicile state of Delaware on 11/30/2011 and are pending approval.

Additional Information

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

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

Sincerely,



Suzanne Wolf
Assistant Vice President – Product Development

SW: yr

New York Life Insurance and Annuity Corporation Forms that will be used with policy form 211-P103 In the state of Arkansas		
Form Number	Brief Description	Approval Information
206-308 (03/2012)	30% Withdrawal Rider (single life)	Pending
206-309 (03/2012)	30% Withdrawal Rider (joint life)	Pending
211-A109	Application (Independent distribution channel))	07/06/2011
211-A110	Application (Independent distribution channel))	07/06/2011
211-E102	Beneficiary Endorsement	06/28/2011
211-E103	Beneficiary Endorsement	06/28/2011
206-310 (09/2011)	Withdrawal Rider	06/28/2011
205-300	Changing Needs Rider	06/03/2005
206-300	Income Enhancement Option Rider	02/22/2006
6236-02	Traditional IRA Endorsement	08/11/2003
6430-07	Roth IRA Endorsement	08/28/2009
20830 (01/2004)	State Guaranty Association Notice	N/A
42011 (AR) (07/2010)	Inquiry Notice (independent distribution)	N/A

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

STATE OF ARKANSAS

In Re: Form (s): 211-P103, 206-308 (03/2012), 206-309 (03/2012)

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

Suzanne Wolf

Signature

Suzanne Wolf

Name

Assistant Vice President, Product Development

Title

11/30/2011
Date

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
Individual Single Premium Immediate Fixed Annuity Policy
Form Number: 211-P103**

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

Bracketed Information	Location	Explanation of Variability
Annuitant Name Policy Number Policy Date	Cover Page & Data Page	This section will reflect the applicable information for each Policy issued. NYLIAC may choose not to reflect this information on the cover page since it is also reflected in the Policy Data Page.
Executive Office/Home Office Addresses	Front/Back Cover Page & Data Page	To allow for flexibility in changing this information should NYLIAC's Executive or Home Office location change.
NYLIAC Officer Title & Signature	Cover Page	To facilitate changes to the officer's signature(s) and/or title(s) should NYLIAC's officers change. The signatures and titles are those in effect at the time of this form filing.
Customer Service Phone Number	Cover Page	To facilitate changes to the toll-free telephone numbers applicable to NYLIAC's various customer service offices.
Marketing Name	Cover Page	To allow for flexibility in changing the marketing name of this Policy.
Plan	Policy Data Page	To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans. The range of plan options we may offer are: <ul style="list-style-type: none"> • Non-Qualified • Traditional IRA • Inherited IRA • ROTH IRA • Inherited Roth IRA <p>NYLIAC may offer one or more of these plans within this range at one time.</p>
Single Premium	Policy Data Page	To allow for the flexibility of changing the premium amount used to purchase the Policy. The minimum single premium payment the Corporation will accept is \$10,000. The Premium payment range is between and including \$5,000 – \$20,000,000.
Annuity Income Payment Option	Policy Data Page	To allow for the flexibility of displaying the Annuity Income Payment option selected by the applicant at the time of purchase of this annuity. This includes the benefit language, dollar amount, payment frequency (Payment Mode) and, if applicable, the period certain and

death benefit percentage.

Payment Mode: To allow for flexibility of changing the availability of payment modes. The range of payment modes NYLIAC may make available are: monthly, quarterly, semi-annual or annual. NYLIAC may offer one or more of these modes within this range at one time.

Reduction of income on joint life plans: Reduction of income is available for all but the Life with Cash Refund and Life with Installment Refund options. The available percentages are between and including 40% and 99%. Reduction of Income information that corresponds with the Annuity Income Payment option chosen is included in the text entries below.

Benefit Language

The following text entries and corresponding benefit description will display on the Policy Data Page based on the Annuity Income Payment Option chosen:

For Life Only Annuity

- **Single Life Annuity**
[\$XXXX] [mode], payable only while the Annuitant is living.
- **Joint Life and 100% Survivor Annuity**
[\$XXXX] [mode], payable while either Annuitant is living. Annuity Income Payments will cease upon the death of the last surviving Annuitant.
- **Joint Life and [XX%] Survivor Annuity (Reduction of Income)**
[\$XXXX] [mode], payable while both Annuitants are living. [\$XXX] [mode], payable after the death of either Annuitant. Annuity Income Payments will cease upon the death of the last surviving Annuitant.

For Life with Cash Refund

- **Single Life Annuity with Cash Refund**
[\$XXXX] [mode], payable while the Annuitant is living.

If the Annuitant dies before the sum of the Annuity Income Payments received equals the premium paid, the difference will be paid to the Beneficiary(ies) in one sum.

If the Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies).
- **Joint Life and 100% Survivor Annuity with Cash Refund**
[\$XXXX] [mode], payable while either Annuitant is living.

If both Annuitants die before the sum of the Annuity Income Payments received equals the premium paid, the difference will be paid to the Beneficiary(ies) in one sum.

If the last surviving Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies).

For Life with Period Certain

For the Life with Period Certain option, Years and Months are the periods for which Annuity Income Payments are guaranteed and will vary based on what NYLIAC makes available and what the Applicant elects.

Guaranteed Period (Period Certain): The range for the guaranteed periods is any whole number between and including 1 and 50 years and any number of months between and including 1 and 11. NYLIAC may offer one or more years and/or months within this range at one time.

- **Single Life Annuity with [XX] Years [XX] Months Period Certain**
[\$XXXX] [mode], payable while the Annuitant is living or for [XX] Years and [XX] Months, whichever is later.

If the Annuitant dies before the guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period. If the Annuitant dies after the guaranteed period ends, Annuity Income Payments will cease, and no amount is payable to the Beneficiary(ies).

Upon the death of the Annuitant(s), if any guaranteed Annuity Income Payments are paid to a Beneficiary in one sum, the present value of those payments will be calculated based on the following schedule of interest rates:

Payments in Policy Years [1 through 5]	[XX.XX]%
Payments in Policy Years [6 through 10]	[XX.XX]%
Payments in Policy Years [11 through 20]	[XX.XX]%
Payments in Policy Years [21 through 30]	[XX.XX]%

- **Joint Life and 100% Survivor Annuity with [XX] Years [XX] Months Period Certain**
[\$XXXX] [mode], payable while either Annuitant is living or for [XX] Years and [XX] Months, whichever is later.

If the last surviving Annuitant dies before the guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period. If the last surviving Annuitant dies after the guaranteed period ends, Annuity Income Payments will cease, and no amount is payable to the Beneficiary(ies).

Upon the death of the Annuitant(s), if any guaranteed Annuity Income Payments are paid to a Beneficiary in one sum, the present value of those payments will be calculated based on the following schedule of interest rates:

Payments in Policy Years [1 through 5]	[XX.XX]%
Payments in Policy Years [6 through 10]	[XX.XX]%
Payments in Policy Years [11 through 20]	[XX.XX]%
Payments in Policy Years [21 through 30]	[XX.XX]%

- **Joint Life and [XX%] Survivor Annuity With [XX] Years and [XX] Months Period Certain (Reduction of Income)**

[\$XXXX] [mode], payable while both Annuitants are living or for [XX] Years and [XX] Months, whichever is later. [\$XXX] [mode], payable after [XX] Years [XX] Months or after the death of either Annuitant, whichever is later.

If the last surviving Annuitant dies before the guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period. If the last surviving Annuitant dies after the guaranteed period ends, Annuity Income Payments will cease and no amount is payable to the Beneficiary(ies).

Upon the death of the Annuitant(s), if any guaranteed Annuity Income Payments are paid to a Beneficiary in one sum, the present value of those payments will be calculated based on the following schedule of interest rates:

Payments in Policy Years [1 Through 5]	[XX.XX]%
Payments in Policy Years [6 Through 10]	[XX.XX]%
Payments in Policy Years [11 Through 20]	[XX.XX]%
Payments in Policy Years [21 Through 30]	[XX.XX]%

For Life With Installment Refund

- **Single Life Annuity with Installment Refund**

[\$1,390.00] [mode], payable while the Annuitant is living.

If the Annuitant dies before the sum of the Annuity Income Payments received equals the premium paid, the Annuity Income Payments will continue at the scheduled frequency, payable to the Beneficiary, until the total payments equal the premium paid.

If the Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies).

Upon the death of the Annuitant(s), if any guaranteed Annuity Income Payments are paid to a Beneficiary in one sum, the present value of those payments will be

calculated based on the following schedule of interest rates:

Payments in Policy Years [1 Through 5]	[XX.XX]%
Payments in Policy Years [6 Through 10]	[XX.XX]%
Payments in Policy Years [11 Through 20]	[XX.XX]%
Payments in Policy Years [21 Through 30]	[XX.XX]%

- **Joint Life and 100% Survivor Annuity with Installment Refund**
\$[1,250] [mode], payable while either Annuitant is living.

If both Annuitants die before the sum of the Annuity Income Payments received equals the premium paid, the Annuity Income Payments will continue at the scheduled frequency payable to the Beneficiary, until the total payments equal the premium paid.

If the last surviving Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies).

Upon the death of the Annuitant(s), if any guaranteed Annuity Income Payments are paid to a Beneficiary in one sum, the present value of those payments will be calculated based on the following schedule of interest rates:

Payments in Policy Years [1 Through 5]	[XX.XX]%
Payments in Policy Years [6 Through 10]	[XX.XX]%
Payments in Policy Years [11 Through 20]	[XX.XX]%
Payments in Policy Years [21 Through 30]	[XX.XX]%

For Life Annuity With Percent of Premium Death Benefit

Available percentages for death benefit with both single and joint life options are 25% and 50% of Premium Paid.

- **Single Life Annuity With Percent of Premium Death Benefit**
[\$XXXX] [mode], payable only while the Annuitant is living.

Death Benefit: [\$XXXXX] ([XX%] of the Premium Paid), payable to the Beneficiary upon the death of the Annuitant.

- **Joint Life and 100% Survivor Annuity With Percent of Premium Death Benefit**
[\$XXXX] [mode], payable while either Annuitant is living. Annuity Income Payments will cease after the death of the last surviving Annuitant.

Death Benefit: [\$XXXXX] ([XX%] of the Premium Paid), payable to the Beneficiary upon the death of the last surviving Annuitant.

		<ul style="list-style-type: none"> Joint Life and [XX%] Survivor Annuity With Percent of Premium Death Benefit (Reduction of Income) [\$XXXX] [mode], payable while both Annuitants are living. [\$XXX] [mode], payable after the death of either Annuitant. Annuity Income Payments will cease upon the death of the last surviving Annuitant. Death Benefit: [\$XXXX] ([XX%] of the Premium Paid), payable to the Beneficiary upon the death of the last surviving Annuitant. <u>For Primary and [XX%] Secondary Joint Life Annuity</u> [\$XXXX] [mode], payable while the Primary Annuitant is living. [\$XXX] [mode], payable after the death of the Primary Annuitant and while the Secondary Annuitant is living. Annuity Income Payments will cease upon the death of the last surviving Annuitant. While the Primary Annuitant is living, the Payee(s) will receive 100% of the Annuity Income Payments. If the Primary Annuitant dies while the Secondary Annuitant is living, the Payee(s) will receive a percentage of the Annuity Income Payment amount as specified. <u>For Primary and [XX%] Secondary Joint Life Annuity With [XX] Years and [XX] Months Period Certain</u> For Primary and [XX%] Secondary Joint Life Annuity with [XX] Years and [XX] Months Period Certain, Years and Months are the periods for which Annuity Income Payments are guaranteed and will vary based on what NYLIAC makes available and what the Applicant elects. Guaranteed Period (Period Certain): The range for the guaranteed periods is any whole number between and including 1 and 50 years and any number of months between and including 1 and 11. NYLIAC may offer one or more years and/or months within this range at one time. [\$XXXX] [mode], payable while the Primary Annuitant is living or for [XX] Years and [XX] Months, whichever is later. [\$XXX] [mode], payable after [XX] Years and [XX] Months or after the death of the Primary Annuitant, whichever is later, while the Secondary Annuitant is living. Annuity Income Payments will continue for at least [XX] Years and [XX] Months. If the last surviving Annuitant dies before the guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period. If the last surviving Annuitant dies after the guaranteed period ends, Annuity Income Payments will cease and no amount is payable to the Beneficiary(ies) upon the death of the last surviving Annuitant.
--	--	--

		<p>While the Primary Annuitant is living, the Payee(s) will receive 100% of the Annuity Income Payments. If the Primary Annuitant dies while the Secondary Annuitant is living, the Payee(s) will continue to receive 100% of the Annuity Income Payments during the guaranteed period and thereafter a percentage of the Annuity Income Payment amount as specified.</p> <p>Upon death of the Annuitant(s), if any guaranteed Annuity Income Payments are paid to a Beneficiary in one sum, the present value of those payments will be calculated based on the following schedule of interest rates:</p> <p style="text-align: center;"> Payments in Policy Years [1 Through 5] [XX.XX]% Payments in Policy Years [6 Through 10] [XX.XX]% Payments in Policy Years [11 Through 20] [XX.XX]% Payments in Policy Years [21 Through 30] [XX.XX]% </p>
Death Benefit Commutation	Policy Data Page	<p>The following further clarifies the death benefit commutation language shown above under each applicable Annuity Income Payment Option. The applicable options are Life with Period Certain, Life With Installment Refund and Primary and Secondary Joint Life Annuity With Period Certain.</p> <p>Interest rates shown are those used to calculate the commutation values of any guaranteed Annuity Income Payments upon death. The rate is typically the rate(s) at issue plus one percent (1%). Only those Policy years and corresponding rates applicable to the issued Policy will display.</p> <p>Interest rate durations under the schedule of interest rates used to calculate the present value of Annuity Income Payments upon death may change and are bracketed to allow for flexibility in modifying such durations.</p>
Annual Increase Option	Policy Data Page	<p>To allow for the flexibility of displaying this information when the Annual Increase Option is offered by NYLIAC and elected by the applicant at time of purchase of this annuity. The percentage range for this option is any whole number between and including 1% and 20%. NYLIAC may offer one or more percentages within this range at one time.</p>
Changing Needs Rider Option Selected	Policy Data Page	<p>To allow for the flexibility of displaying this information when the Changing Needs Rider Option is elected by the Applicant at time of purchase of this annuity.</p>
Income Enhancement Option Rider Selected	Policy Data Page	<p>To allow for the flexibility of displaying this information when the Income Enhancement Option Rider is elected by the Applicant at time of purchase of this annuity.</p> <p>The interest rates for the beginning index and ending index will print in this section. These rates are calculated based on the interest rate index described in the rider. If the Federal Reserve terminates this index at some future date, we will select an appropriate replacement index based on industry standards at the time of the change.</p>

		<p>When this benefit option is activated, the last sentence of this rider description will be different dependent on the Annuity Income Option elected.</p> <p>Life with Period Certain, Life with Cash Refund and Life with Installment Refund: the phrase “remainder of the Guaranteed Period” will display.</p> <p>Life Only and Life with Percent of Premium Death Benefit: the phrase “duration of the Policy” and reference to the 30% Withdrawal Rider will display.</p>
Withdrawal Rider Title And Associated Parenthetical Language	Policy Data Page	<p>To allow for the flexibility of displaying the title of the appropriate Withdrawal Rider on the Policy Data Page based the plan type and annuity benefit chosen.</p> <p>If the 30% Withdrawal Rider is included in the policy, the following will display:</p> <p>[30% WITHDRAWAL RIDER (See next page for rider information)]</p> <p>If the Withdrawal Rider that allows commutation of the guaranteed values is included in the policy, the following will display:</p> <p>[WITHDRAWAL RIDER (See next page for rider information)]</p>
Withdrawal Rider Information	Policy Data Page	<p>To allow for the flexibility of displaying the Withdrawal Rider benefit information that corresponds with the applicable rider based on the following criteria:</p> <p><u>30% Withdrawal Rider</u> The 30% Withdrawal Benefit Rider information will display with the following Annuity Income Benefit options and plan types as follows:</p> <ul style="list-style-type: none"> • Life Annuity – qualified & non-qualified plans. • Life with Cash Refund, Life with Period Certain, Primary and Secondary Joint Life, Primary and Secondary Joint Life with Period Certain and Life with Installment Refund - qualified plans only. • Life With Percent Of Premium Death Benefit – non-qualified plans only. <p>Exception for Roth Plans where qualified plans are allowed: the 30% Withdrawal Rider is available only with single life plans.</p> <p>Available Effective Withdrawal Dates: This section will display the dates that represent the 5th, 10th and 15th anniversary of the Annuity Commencement Date.</p> <p>Life Expectancy: This section will display the life expectancy in years and months of the corresponding Annuitant and, if applicable, joint Annuitant.</p>

		<p><u>Withdrawal Benefit Rider (up to 100%)</u> The Withdrawal Benefit Rider (up to 100%) Information will display with the following Annuity Income Benefit options and plan types as follows:</p> <p>Life with Cash Refund, Life with Period Certain, and Life with Installment Refund -non-qualified plans and single life Roth plans only.</p> <p>Guaranteed Period on the Policy Date: This will display the number of years and months that correlate with the number of years and months indicated in the Annuity Income Payment section of the Policy Data Page.</p> <p><u>Applicable to both the 30% Withdrawal Rider and the Withdrawal Rider (up to 100%)</u> Interest rates for discounting payments: Only the Policy year range(s) and associated discount rate(s) applicable to the issued Policy will display. The discount rates shown are determined using the rate(s) at issue plus 1%. The Interest Rate Change Adjustment will further adjust these rates.</p> <p>Interest rate durations under the schedule of interest rates used to discount payments under the Withdrawal Benefit may change and are bracketed to allow for flexibility in modifying such durations.</p>
<p>Riders And Endorsements Attached To This Policy On The Policy Date</p>	<p>Policy Data Page</p>	<p>To allow for flexibility should the Corporation choose to list Riders that may be attached to each issued policy. The Corporation may also reflect any applicable Policy endorsements attached at Policy issue, as such, we will include the optional text “AND ENDORSEMENTS”. Should the Corporation file and receive approval for any Riders or Endorsements for use with this Policy at a future date, we may display the applicable Rider or Endorsement in this section for new issues of the Policy.</p>
<p>All other bracketed items are John Doe information.</p>		

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
30% Withdrawal Rider
Form Number: 206-308 (03/2012)**

The following comments describe the nature and scope of the variable material denoted with brackets on the Rider. Any use of variability will apply to new issues only, shall be administered in accordance with the Explanation of Variability in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Bracketed Information	Explanation of Variability
Officer's Signatures and or Titles	To facilitate changes to the officer's signature(s) and/or title(s) should NYLIAC's officers change. The signatures and titles shown are those in effect at the time of this form filing.

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
30% Withdrawal Rider
Form Number: 206-309 (03/2012)**

The following comments describe the nature and scope of the variable material denoted with brackets on the Rider. Any use of variability will apply to new issues only, shall be administered in accordance with the Explanation of Variability in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Bracketed Information	Explanation of Variability
Officer's Signatures and or Titles	To facilitate changes to the officer's signature(s) and/or title(s) should NYLIAC's officers change. The signatures and titles shown are those in effect at the time of this form filing.