

SERFF Tracking Number: NYAA-127010184 State: Arkansas
Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 47839
Company Tracking Number:
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.003 Single Premium
Product Name: Out of State Group Deferred Annuity
Project Name/Number: /

Filing at a Glance

Company: New York Life Insurance and Annuity Corporation

Product Name: Out of State Group Deferred Annuity SERFF Tr Num: NYAA-127010184 State: Arkansas

TOI: A02G Group Annuities - Deferred Non-variable SERFF Status: Closed-Approved-Closed State Tr Num: 47839

Sub-TOI: A02G.003 Single Premium Co Tr Num: State Status: Approved-Closed
Filing Type: Form Reviewer(s): Linda Bird

Author: Gina Babka Disposition Date: 02/14/2011

Date Submitted: 01/31/2011 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Not Filed

Project Number: Date Approved in Domicile:

Requested Filing Mode: Domicile Status Comments:

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Large

Group Market Type: Association Overall Rate Impact:

Filing Status Changed: 02/14/2011

State Status Changed: 02/03/2011

Created By: Gina Babka

Deemer Date:

Submitted By: Gina Babka

Corresponding Filing Tracking Number:

Filing Description:

Re: New York Life Insurance and Annuity Corporation

NAIC # 91596

FEIN # 13-3044743

Group Deferred Annuity Form Filing

Enclosed for approval is New York Life Insurance and Annuity Corporation's ("New York Life") Out of State Group Deferred Annuity filing. The policy is one of several group policies delivered to the policyholder AARP situated in the

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District of Columbia, under the AARP Group Programs. Premiums for the annuity are funded solely through member contributions.

This filing is not intended to replace any previously filed and approved forms. The attached Forms Listing contains all forms contained in this filing for approval.

The certificate forms provide group annuity coverage under different plan configurations. The group annuity coverage will be offered alone or in conjunction with previously approved certificate riders GMR-DAN, DA-USCR/GMR-DAN, DA-LBN/GMR-DAN and DA-HHCR/GMR-DAN. The inclusion of these certificate riders will also depend on specific plan design. We wish to certify that there is no discernible premium for these certificate riders. The risk associated with them will be absorbed within the current product charges, therefore no specific identifiable additional premium or charge will be assessed.

Please also note that enrollment form GPA-DA is the primary enrollment for these products, previously approved by your department. Other previously approved enrollment forms may be used as applicable. In addition to a written signature, the enrollment form may be signed by electronic signature or voice signature. The insured will receive a copy of the enrollment form with the certificate. The enrollment form will conform to the documentation with the approved filing. Other approved enrollment forms may be used as applicable.

New York Life intends to use all distribution channels to market these forms.

Thank you for your attention to this form filing. Please review the enclosed items and provide us with your approval. We look forward to your early review and acceptance of this submission. If additional information is needed, please contact Gina Babka. Her contact information is shown at the bottom of this letter.

Sincerely yours,

Michael Horan
Corporate Vice President

Gina Babka
Senior Contract Consultant
Tel # (800) 595 3869, ext. 5717 (direct: 813-288-5717);
Fax # (813) 288 5773; or
E-mail address: Gina_Babka@NYLAARP.newyorklife.com

Company and Contact

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Filing Contact Information

Gina Babka, Compliance Consultant Gina_Babka@NYLAARP.newyorklife.com
 5505 West Cypress Street 813-288-5717 [Phone]
 Tampa, FL 33607 813-288-5773 [FAX]

Filing Company Information

New York Life Insurance and Annuity Corporation CoCode: 91596 State of Domicile: Delaware
 5505 West Cypress Corporation Group Code: 86 Company Type:
 Tampa, FL 33607 Group Name: State ID Number:
 (800) 595-3869 ext. 5717[Phone] FEIN Number: 13-3044743

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: 1 form X 1 filing fee = \$50.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
New York Life Insurance and Annuity Corporation	\$50.00	01/31/2011	44204937

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	02/14/2011	02/14/2011
Approved-Closed	Linda Bird	02/03/2011	02/03/2011

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	Explanation Of Variability	Gina Babka	02/10/2011	02/10/2011
Form	Out of State Group Certificate	Gina Babka	01/31/2011	01/31/2011

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Can this filing be reopened	Note To Filer	Linda Bird	02/07/2011	02/07/2011
Can this filing be reopened?	Note To Reviewer	Gina Babka	02/04/2011	02/04/2011

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Disposition

Disposition Date: 02/14/2011

Implementation Date:

Status: Approved-Closed

Comment: Explanation of Variability has been added to the original submission.

Rate data does NOT apply to filing.

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Product Name: Out of State Group Deferred Annuity

Project Name/Number: /

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	Explanation Of Variability		Yes
Form	Out of State Group Certificate		Yes

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Disposition

Disposition Date: 02/03/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Amendment Letter

Submitted Date: 02/10/2011

Comments:

Thank you for re-opening this filing. Attached is the Explanation of Variability.

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: Explanation Of Variability

Comment:

SPDA Filing Explanation of Variability.pdf

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Note To Filer

Created By:

Linda Bird on 02/07/2011 01:20 PM

Last Edited By:

Linda Bird

Submitted On:

02/07/2011 01:20 PM

Subject:

Can this filing be reopened

Comments:

Filing has been re-opened in order for correction to be made.

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Note To Reviewer

Created By:

Gina Babka on 02/04/2011 02:27 PM

Last Edited By:

Gina Babka

Submitted On:

02/04/2011 02:27 PM

Subject:

Can this filing be reopened?

Comments:

With the template issue on this filing, I did not realize the Explanation of Variability was not included. I would like to attach it to this filing. If you would like to contact me my number is 1-800-595-3869.

Thank you,

Gina Babka

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 Project Name/Number: /

Amendment Letter

Submitted Date: 01/31/2011

Comments:

The template did not import. I apologize for any confusion.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
GMR-DAN2 et al.	Certificate	Out of State Group Certificate	Initial					Certificate Source-SPDA _ revised.pdf

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Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	GMR-DAN2 et al.	Certificate	Out of State Group Certificate	Initial			Certificate Source-SPDA _ revised.pdf



New York Life Insurance and Annuity Corporation
 [Executive Office- 51 Madison Avenue, New York, NY 10010
 Home Office – Newark, Delaware]

[PRODUCT NAME]
(GROUP SINGLE PREMIUM DEFERRED ANNUITY)

DEFINED TERMS ARE ALL CAPITALIZED. PLEASE REFER TO THE DEFINITIONS PAGE.

POLICYHOLDER TRUSTEE OF THE AARP ANNUITY TRUST
POLICY NUMBER DA-[XX] (the "POLICY")

WE will pay the benefits of this Certificate in accordance with its provisions. On the ANNUITIZATION DATE, the ACCOUNT VALUE will be applied to provide periodic ANNUITY INCOME PAYMENTS to YOU or the PAYEE designated by YOU, as stated in the Annuitization Period section.

INDIVIDUAL SCHEDULE OF BENEFITS

	NAME	GENDER	DATE OF BIRTH
ANNUITANT(S)	[John Doe]	Male	[April 1, 1939]
OWNER(S)	[John Doe]	Male	[April 1, 1939]
CERTIFICATE NUMBER	[00 000 000]		
EFFECTIVE DATE	[May 1, 2011]		
PREMIUM	[\$[30,000.00]		
INITIAL INTEREST RATE	[2.50]%		
INITIAL INTEREST RATE GUARANTEE PERIOD	[May 1, 2011 through April 30, 2014]		
INTEREST RATE ADJUSTMENT DATES	[May 1, 2014 and every 12 months thereafter]		
NONFORFEITURE RATE	[1.00]%		
TYPE OF FUNDS	[Non-Qualified]		
ISSUE DATE	[May 3, 2011]		

RIGHT TO EXAMINE CERTIFICATE FOR 30 DAYS YOU will have 30 days from the date of receipt to examine this Certificate. If YOU do not wish to keep the Certificate, it must be surrendered to US within this period. Upon such surrender, WE will return any Premium paid and the Certificate will be void from the start.

This Certificate replaces all Certificates and Certificate Riders, if any, previously issued under the above Certificate Number.

[Secretary]

[President]

[DA-XX]

INDIVIDUAL SCHEDULE OF BENEFITS (continued)

CERTIFICATE YEAR	SURRENDER CHARGE PERCENTAGE	GUARANTEED MINIMUM INTEREST RATE
[1]	[7]%	[2.50]%
[2]	[7]%	[2.50]%
[3]	[7]%	[2.50]%
[4]	[6]%	[1.00]%
[5]	[5]%	[1.00]%
[6]	[4]%	[1.00]%
[7+]	[0]%	[1.00]%

MINIMUM PARTIAL SURRENDER AMOUNT	\$[100.00]
MINIMUM ACCOUNT VALUE	\$[2,000.00]
PREMIUM THRESHOLD	\$[100,000.00]
PENALTY FREE PERCENTAGE	[10]%
ANNUITIZATION DATE	[May 1, 2029]
ISSUE STATE	[Anystate]
BENEFICIARY CLASS	[First: Jean Doe XX%] [Second: Joe Doe XX%]

[DA-XX]

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DEFINITIONS

ACCOUNT VALUE	<p>The greater of: a) the Premium, plus interest credited, less any PARTIAL SURRENDERS; or b) the Nonforfeiture Value.</p> <p>The Nonforfeiture Value equals 87.5% of the Premium accumulated with interest at the Nonforfeiture Rate from the date(s) received, minus any NET PARTIAL SURRENDERS accumulated with interest at the Nonforfeiture Rate from the date(s) of PARTIAL SURRENDER.</p> <p>Generally, the Nonforfeiture Value will be the greater value only if, over a period time, interest is credited at a rate less than the Nonforfeiture Rate. The Nonforfeiture Rate is shown on the Individual Schedule of Benefits.</p>
ANNUITANT(S)	<p>The ELIGIBLE MEMBER(S) named on the Individual Schedule Of Benefits and whose life(lives) determine(s) the ANNUITY INCOME PAYMENTS.</p>
ANNUITIZATION DATE	<p>The date on which the first ANNUITY INCOME PAYMENT under this Certificate is to be made.</p>
ANNUITY INCOME PAYMENTS	<p>Periodic payments WE make on or after the ANNUITIZATION DATE. They are made on the monthly, quarterly, semiannual, or annual reoccurrences of the ANNUITIZATION DATE</p>
BENEFICIARY	<p>The person(s) or entity(ies) having the right to receive the death benefit as described in this Certificate and who is the “designated Beneficiary” for purposes of Section 72 of the Internal Revenue Code.</p>
CASH SURRENDER VALUE	<p>The amount payable upon YOUR request for a Full Surrender prior to the ANNUITIZATION DATE. This equals the ACCOUNT VALUE less any applicable Surrender Charges.</p>
CERTIFICATE ANNIVERSARY	<p>An anniversary of the Effective Date as shown on the Individual Schedule Of Benefits.</p>
CERTIFICATE YEAR	<p>The initial CERTIFICATE YEAR is a 12-month period beginning on the Effective Date as shown on the Individual Schedule of Benefits. Subsequent CERTIFICATE YEARS begin on each anniversary of the Effective Date.</p>
ELIGIBLE MEMBER	<p>The person(s) who is: a) a member of AARP; and b) between age 45 and age 95 inclusive, subject to OUR suitability standards including any suitability standards required by law; and c) a legal resident of the fifty states of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, Guam or the United States Virgin Islands.</p>
INITIAL INTEREST RATE GUARANTEE PERIOD	<p>The period during which the Initial Interest Rate is guaranteed not to change.</p>
ISSUE DATE	<p>The date this Certificate is produced.</p>
NET PARTIAL SURRENDER	<p>The amount payable to YOU from a PARTIAL SURRENDER. This equals the PARTIAL SURRENDER amount less any applicable Surrender Charges.</p>
OWNER, YOU, YOUR	<p>The person(s) or entity(ies) with ownership rights of this Certificate. On the ISSUE DATE, the OWNER must be an ELIGIBLE MEMBER.</p>
PARTIAL SURRENDER	<p>An amount deducted from the ACCOUNT VALUE as requested by YOU. A PARTIAL SURRENDER is also known as a partial withdrawal.</p>
PAYEE	<p>The recipient(s) of ANNUITY INCOME PAYMENTS while an ANNUITANT is living. If no PAYEE is designated, YOU will be the PAYEE.</p>
POLICY	<p>The Group Policy, as shown on the face page of this Certificate, issued to the Policyholder by US.</p>
QUALIFIED PLAN	<p>A retirement plan under the Internal Revenue Code.</p>
WE, US, OUR	<p>New York Life Insurance and Annuity Corporation.</p>

ACCUMULATION PERIOD

ACCUMULATION OF INTEREST

The Initial Interest Rate Guarantee Period, Initial Interest Rate, Interest Rate Adjustment Dates and Guaranteed Minimum Interest Rate are shown on the Individual Schedule Of Benefits. After the Initial Interest Rate Guarantee Period, on each Interest Rate Adjustment Date, a new interest rate will become effective. Each new interest rate will apply until the next Interest Rate Adjustment Date. These interest rates will never be less than the Guaranteed Minimum Interest Rate.

Interest is credited to the ACCOUNT VALUE daily. All interest rates are compounded daily at an effective annual yield. If portions of the Premium are received on different dates, interest is credited on each portion from the date WE receive it. Upon YOUR request, WE will inform YOU of the amount of ACCOUNT VALUE in this Certificate.

PARTIAL SURRENDERS

YOU may request a PARTIAL SURRENDER. Any PARTIAL SURRENDER must be for at least the Minimum Partial Surrender Amount and must result in an ACCOUNT VALUE which is no less than the Minimum Account Value. The Minimum Partial Surrender Amount and the Minimum Account Value are shown on the Individual Schedule of Benefits.

WE must receive any written request for a PARTIAL SURRENDER at least thirty (30) days before the ANNUITIZATION DATE.

FULL SURRENDER

YOU may request a Full Surrender of the ACCOUNT VALUE at any time before the ANNUITIZATION DATE. Upon Full Surrender, WE will pay YOU the CASH SURRENDER VALUE and coverage described by this Certificate will end.

SURRENDER CHARGES

The Surrender Charge percentages are shown for each applicable CERTIFICATE YEAR on the Individual Schedule of Benefits. When applicable, the Surrender Charge will be the percentage for the current CERTIFICATE YEAR multiplied by the portion of the amount surrendered that is not described below as being free from Surrender Charge.

For each PARTIAL SURRENDER or Full Surrender, the amount of ACCOUNT VALUE that is free of Surrender Charge is the greatest of:

- a) the Penalty Free Percentage, as shown on the Individual Schedule of Benefits, multiplied by the ACCOUNT VALUE at the beginning of the CERTIFICATE YEAR (or this percentage multiplied by the Premium if such surrender is made in the first CERTIFICATE YEAR), less the portions of any prior PARTIAL SURRENDERS made during the CERTIFICATE YEAR that were free of Surrender Charge; or
- b) the Penalty Free Percentage multiplied by the ACCOUNT VALUE at the time such surrender, less the portions of any prior PARTIAL SURRENDERS made during the CERTIFICATE YEAR that were free of Surrender Charge; or
- c) the amount of all PARTIAL SURRENDERS taken under the RMD Automated Option during the CERTIFICATE YEAR, less the portions of any prior PARTIAL SURRENDERS made during such year that were free of Surrender Charge; or
- d) if the Premium is greater than or equal to the Premium Threshold, as shown on the Individual Schedule of Benefits, the portion of the ACCOUNT VALUE at the time of such surrender that exceeds the Premium.

RETURN OF PREMIUM

The Surrender Charge is limited, however, for each PARTIAL SURRENDER or Full Surrender, to the total interest previously credited to the ACCOUNT VALUE minus the total Surrender Charges previously applied. This guarantees that the CASH SURRENDER VALUE provided upon Full Surrender plus any prior NET PARTIAL SURRENDERS will never be less than the Premium.

RMD AUTOMATED OPTION

You may elect the RMD Automated Option. This option provides for the calculation and automatic processing of the Required Minimum Distribution (RMD) under certain QUALIFIED PLANS pursuant to IRC Section 401(a)(9) on a scheduled interval (monthly, quarterly, semi-annually, or annually). RMD is a minimum amount that the IRS requires the owners of certain QUALIFIED PLANS to withdraw each year generally beginning no later than April 1 of the calendar year following the calendar year in which the OWNER attains age 70½.

DEATH OF AN ANNUITANT

If an ANNUITANT who is not an OWNER dies before the ANNUITIZATION DATE, when WE receive proof of death, YOU, or the first OWNER named if this Certificate is jointly owned, will become the ANNUITANT of this Certificate. If YOU, or the first OWNER named if this Certificate is jointly owned, are not a natural person, WE will pay the death benefit to the BENEFICIARY. The death benefit is an amount equal to the ACCOUNT VALUE as of the date of the ANNUITANT's death.

DEATH OF AN OWNER

If an OWNER dies before the ANNUITIZATION DATE, when WE receive proof of death, WE will pay the death benefit to the BENEFICIARY. The death benefit is an amount equal to the ACCOUNT VALUE as of the date of the OWNER's death.

However, if the deceased OWNER's surviving spouse is the sole primary BENEFICIARY, this BENEFICIARY may elect, in writing, subject to certain limitations as required for QUALIFIED PLANS, to continue this Certificate by becoming the new OWNER. If the deceased OWNER was an ANNUITANT, the new OWNER will also become the new ANNUITANT. If the new OWNER elects to continue this Certificate, no death benefit will be paid as a result of this death.

If the OWNER is a grantor trust for federal income tax purposes and the grantor is a natural person(s), the annuity will be treated as being owned by this natural person(s).

PAYMENT OF DEATH BENEFIT

Upon receiving proof of death and all claim information, WE will pay to each BENEFICIARY their share of the death benefit. These proceeds earn interest computed daily from the date of death to the date of payment. WE set the interest rate each year. This rate will not be less than the rate required by law.

Payment will be made in a single sum, unless the OWNER, during his or her lifetime, elects a different payment option that WE may have available. If the OWNER does not elect a payment option, the BENEFICIARY may do so after WE determine their eligibility for the death benefit.

Any payment option must either: a) result in full payment of the death benefit within five (5) years from the date of death; or b) be placed in a payment option for the life of the BENEFICIARY or for a number of years that is not more than the BENEFICIARY's life expectancy (as determined for federal tax purposes), with the such payments beginning within one year from the date of death.

ANNUITIZATION PERIOD

ELECTION OF ANNUITY INCOME PAYMENTS

If the Certificate is in force on the ANNUITIZATION DATE, WE will begin making ANNUITY INCOME PAYMENTS. Unless otherwise selected, payments will be made monthly under the Life with Cash Refund option. As described below, the Life with Cash Refund option may provide a single payment upon the death of the last surviving ANNUITANT. Other options may be available for selection. Such options may provide that ANNUITY INCOME PAYMENTS continue after all ANNUITANTS have died, up to a minimum total number or amount of ANNUITY INCOME PAYMENTS specified by the option.

At any time, at least one month before the ANNUITIZATION DATE, YOU may elect in writing to change the income payment frequency and option to any frequency and option WE currently have available. Once ANNUITY INCOME PAYMENTS begin, this income payment selection may not be changed.

The ANNUITIZATION DATE, as initially elected, will be as shown on the Individual Schedule of Benefits. If WE agree, the ANNUITIZATION DATE may be changed. To request a change, YOU must notify US in writing at least one month before the ANNUITIZATION DATE. The ANNUITANT's age on the ANNUITIZATION DATE may not be greater than the age required by law. If the ACCOUNT VALUE on the ANNUITIZATION DATE is an amount that would provide ANNUITY INCOME PAYMENTS of less than **[\$20 per month]**, WE will pay YOU the CASH SURRENDER VALUE in a single sum in lieu of making any ANNUITY INCOME PAYMENTS.

While an ANNUITANT is living, payments will be made to the PAYEE; thereafter, any remaining payments due will be made to the BENEFICIARY. WE may require proof of the ANNUITANT's Date of Birth before ANNUITY INCOME PAYMENTS begin. WE may periodically require proof that the ANNUITANT(S) are alive as a condition for ANNUITY INCOME PAYMENTS.

LIFE WITH CASH REFUND OPTION

Under this income payment option, payments will be made periodically as selected, beginning on the ANNUITIZATION DATE and continuing as long as an ANNUITANT is living. Upon the death of the last surviving ANNUITANT, if the total of all ANNUITY INCOME PAYMENTS made is less than the ACCOUNT VALUE on the ANNUITIZATION DATE, this difference will be paid in a single sum.

CALCULATION OF ANNUITY INCOME PAYMENTS

On the ANNUITIZATION DATE, WE will determine the amount of each ANNUITY INCOME PAYMENT by applying the ACCOUNT VALUE to the income payment rate currently in effect.

Income payment rates are based on the gender and adjusted age of the ANNUITANT(S). Adjusted age for each ANNUITANT is determined as shown in the table below based on the ANNUITANT's age on the ANNUITIZATION DATE.

<u>[Calendar Year of ANNUITIZATION DATE]</u>	<u>Adjusted Age</u>
2011 – 2019	Age
2020 – 2028	Age minus 1
2029 – 2038	Age minus 2
2039 and Later	Age minus 3]

Minimum monthly income payment rates are shown in the table below for the Life with Cash Refund option with one ANNUITANT.

Life with Cash Refund; Monthly Payments, One ANNUITANT					
[Minimum Monthly Payment per \$1,000 of ACCOUNT VALUE]					
Adjusted Age	Male	Female	Adjusted Age	Male	Female
45	2.23	2.13	71	3.85	3.66
46	2.27	2.16	72	3.96	3.76
47	2.30	2.19	73	4.07	3.87
48	2.34	2.23	74	4.19	3.99
49	2.38	2.27	75	4.32	4.11
50	2.42	2.31	76	4.45	4.24
51	2.47	2.35	77	4.59	4.38
52	2.51	2.39	78	4.74	4.52
53	2.56	2.43	79	4.89	4.67
54	2.61	2.48	80	5.06	4.84
55	2.66	2.52	81	5.23	5.01
56	2.71	2.57	82	5.42	5.20
57	2.77	2.62	83	5.62	5.39
58	2.82	2.68	84	5.83	5.60
59	2.88	2.73	85	6.06	5.83
60	2.95	2.79	86	6.30	6.07
61	3.01	2.85	87	6.56	6.33
62	3.08	2.92	88	6.84	6.61
63	3.15	2.99	89	7.15	6.90
64	3.22	3.06	90	7.47	7.22
65	3.30	3.13	91	7.83	7.57
66	3.38	3.21	92	8.22	7.94
67	3.47	3.29	93	8.64	8.35
68	3.56	3.37	94	9.10	8.79
69	3.65	3.46	95	9.60	9.27]
70	3.75	3.56			

For any option selected, the amount of each ANNUITY INCOME PAYMENT will not be less than an amount based on the [Annuity 2000 Mortality Table with Projection Scale G, with interest compounded each year at one percent (1.0%)].

Unless otherwise provided, if an OWNER dies after the ANNUITIZATION DATE: a) if this Certificate is jointly owned, ownership will remain with the surviving OWNER(S); b) otherwise, the BENEFICIARY will become the new OWNER.

CERTIFICATE OWNERSHIP

RIGHTS OF OWNERSHIP

As OWNER, YOU have all rights of ownership in this Certificate. These rights also include the right to name the PAYEE and designate the BENEFICIARY. If this Certificate is not a QUALIFIED PLAN, YOU may also name a new OWNER or assign YOUR interest in this Certificate. If this Certificate is jointly owned, these rights must be exercised jointly. However, all rights of ownership end at the death of an OWNER.

CHANGE OF OWNERSHIP

If this Certificate is not a QUALIFIED PLAN, YOU may change the OWNER of this Certificate to a new OWNER by submitting a written request on a form satisfactory to US. When WE record a change, it will take effect as of the date YOU signed the request, subject to any action WE took before recording the change. When this change takes effect, all rights of ownership in this Certificate will pass to the new OWNER. Changing the OWNER does not change the ANNUITANT(S) or the BENEFICIARY.

DA-[XX]
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BENEFICIARY

BENEFICIARY DESIGNATION

YOU may name more than one BENEFICIARY. Multiple BENEFICIARIES may be classified as first, second, and so on. If two or more BENEFICIARIES are named in a class, their shares may be stated. Any amounts payable will be applied to any BENEFICIARY classified as first who survives the "OWNER/ANNUITANT". If no BENEFICIARY classified as first survives the "OWNER/ANNUITANT", payment(s) will be made to any surviving BENEFICIARY in the second class, and so on. If no BENEFICIARY survives the "OWNER/ANNUITANT", any remaining payments will be made to YOUR estate. If ANNUITY INCOME PAYMENTS remain to be paid from the income payment option selected, their present value will be paid in a single sum to YOUR estate. This value will be determined using the applicable interest rate(s) from the calculation of the ANNUITY INCOME PAYMENTS, and will always be less than the total of those remaining payments. Those who survive in the same class have an equal share to the extent possible in any amount payable, unless the shares are stated otherwise.

If any BENEFICIARY dies at the same time as the "OWNER/ANNUITANT", or within fifteen (15) days after such death, but before WE receive proof of death and all claim information, WE will pay any amount payable as though such BENEFICIARY died first.

As used above: a) during the Accumulation Period, "OWNER/ANNUITANT", is the deceased OWNER or ANNUITANT whose death results in the payment of the death benefit; and b) during the Annuitization Period, "OWNER/ANNUITANT" is the deceased OWNER or ANNUITANT whose death results in the BENEFICIARY becoming the OWNER or receiving ANNUITY INCOME PAYMENTS.

CHANGE OF BENEFICIARY

YOU may change a revocable BENEFICIARY designation by submitting a written request on a form satisfactory to US. When WE record a change, it will take effect as of the date YOU signed the request, subject to any payment WE made or action WE took before recording the change.

DEATH OF A BENEFICIARY RECEIVING ANNUITY INCOME PAYMENTS

If a BENEFICIARY who is receiving ANNUITY INCOME PAYMENTS dies, remaining ANNUITY INCOME PAYMENTS will be paid to those BENEFICIARIES in the same class who are alive when each payment becomes due. If the last surviving BENEFICIARY in a class to receive ANNUITY INCOME PAYMENTS dies, remaining ANNUITY INCOME PAYMENTS will be paid to those in the next class who are alive when each payment becomes due, and so on. If no BENEFICIARY is alive, the present value of any remaining ANNUITY INCOME PAYMENTS will be paid in a single sum to the estate of the last surviving BENEFICIARY. This value will be determined using the applicable interest rates from the calculation of the ANNUITY INCOME PAYMENTS, and will always be less than the total of those remaining payments.

[DA-XX]

IMPORTANT NOTICE

ENROLLMENT INFORMATION

In issuing this Certificate, WE have relied on the information YOU provided, including any enrollment form YOU signed. 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.

CERTIFICATE INFORMATION

This Certificate is a summary of the provisions of the POLICY. It should be kept in a safe place. It is not a contract. Any conflict between the terms of the Certificate and the POLICY will be decided in favor of the POLICY. A copy of the POLICY is available at the Policyholder's office for inspection at any time during business hours. YOU should contact US with questions regarding the Certificate.

CONFORMITY WITH STATE LAW

Any provision of the POLICY which is in conflict with any law and/or regulation of its Contract State or any applicable extraterritorial law and/or regulation of any other state in which the ANNUITANT and/or OWNER is a resident, is amended to conform to the minimum requirements of such law and/or regulation.

DEFERRAL OF PAYMENT

OUR general practice is to pay benefits as soon as reasonably possible. However, WE may defer the payment of any surrender for up to six months after receipt of a request for payment after making a written request and receiving written approval from the insurance commissioner of the Issue State. Interest will be paid on any amount deferred for thirty (30) days or more. If payments are deferred, WE will pay interest from the time of the surrender request at the rate specified by the Insurance Department of the Issue State.

ERRORS

Errors, or delays in keeping records, by US will: a) not revoke coverage otherwise in force; and b) not continue coverage which otherwise would have ended; and c) upon discovery, require fair adjustment of remittances and/or coverage to correct the error.

POLICY CHANGES

The POLICY can be changed when not prohibited by the laws of the state in which the POLICY is issued: a) at any time by written agreement between US and the Policyholder; and b) without the consent of any other person.

INCONTESTABILITY

WE cannot contest the validity of this Certificate after it has been in force, for two years, prior to the contest, during YOUR lifetime. To contest, WE will only rely upon written statements signed by the ELIGIBLE MEMBER in applying for such coverage under the POLICY that are material misrepresentations. A copy of all such written statements will be furnished to YOU or, after the BENEFICIARY becomes entitled to payment, to the BENEFICIARY. If no enrollment form was signed, this Certificate will not be contested on the basis of any information that would generally be contained in an enrollment form.

MISSTATEMENTS

If relevant statements related to Date of Birth or Gender were not accurate for any person: a) a fair adjustment of remittances, coverage, and/or data on the Individual Schedule of Benefits will be made; and b) based upon the facts, WE will decide whether, and what, coverage is valid under the POLICY.

If a Date of Birth or Gender is incorrect but such person would have qualified as an ELIGIBLE MEMBER on the ISSUE DATE, WE will adjust the Certificate's data and values to be what they would have been with the correct Date of Birth and Gender. If payments were made based on an incorrect Date of Birth or Gender, WE will increase or reduce later payments to adjust for the error. Any adjustment will include interest, at one percent (1%) per year, from the date of the incorrect payments to the date the adjusted payments are made.

ASSIGNMENTS

YOU may assign this Certificate or any interest in it if it is not a QUALIFIED PLAN. If YOU do this, YOUR interest, and anyone else's is subject to that of the assignee. As OWNER, YOU retain the Rights of Ownership that have not been assigned. An assignee may not change the OWNER, BENEFICIARY, or PAYEE, or the income payment option.

YOU must provide US with a copy of any assignment of this Certificate. WE are not responsible for the validity of any assignment. When WE record the assignment, it will take effect as of the date YOU signed the assignment, subject to any payment previously made by US or any other action WE took before recording the assignment.

REPORT TO OWNER

At least once each year, WE will provide a report in connection with this Certificate. The report will tell YOU the ACCOUNT VALUE and CASH SURRENDER VALUE as of the beginning and end of the reporting period. It will also give YOU any other facts required by state law or regulations.

SERFF Tracking Number: NYAA-127010184 State: Arkansas
Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 47839
Company Tracking Number:
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.003 Single Premium
Product Name: Out of State Group Deferred Annuity
Project Name/Number: /

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Flesch Certification

Comments:

Attachment:

Arkansas Certification.pdf

Item Status: **Status Date:**

Satisfied - Item: Application

Comments:

Form GPA-DA approved on 06/03/09 under filing 42537 or form GPA-DA (1) approved 9/14/09 under filing # 43448.

Item Status: **Status Date:**

Satisfied - Item: Explanation Of Variability

Comments:

Attachment:

SPDA Filing Explanation of Variability.pdf

Arkansas Certification

I, Michael Horan, hereby certify the submission of the Group Annuity products GMR-DAN2-et al meets the provisions of Ark. Code Ann. 23-79-138, Bulletin 11-88 and Regulation 19s10 as well as all applicable requirements of the Arkansas Department of Insurance.

I also certify that each certificate holder is provided with a Guaranty Association Notice and contact information, including telephone number and address, for New York Life and the Arkansas Department Of Insurance.



Michael Horan, Corporate Vice President

GENERAL STATEMENTS PERTAINING TO THE USE AND PURPOSE OF THESE FORMS

Each group plan written on these forms will qualify as an authorized group in the state of delivery. No variable provision will contain any language that is not completely in compliance with the applicable statutes, rules and regulations of the state of delivery, either in the body of the policy and/or certificate or on the State Regulations page(s).

Additions and modifications will be made within the marked variable (including grey, boxed or bracketed material). The Explanation of Format, Punctuation and Terminology section below discusses additional modifications. The Explanation of Variable by Page Sets list specific examples.

Upon approval, these forms may be used in combination with other approved general, limited general or one case forms; e.g.; GMR series, etc. by New York Life Insurance Company and/or New York Life Insurance and Annuity Corporation.

EXPLANATION OF FORMAT, PUNCTUATION AND TERMINOLOGY

The format, punctuation and terminology shown for the most part as fixed text, represent our standard approach. However such format, punctuation and terminology may be modified or deleted; for example:

1. Policyholder references may be replaced by Association, Trustee, etc., as appropriate within the context of a given circumstance;
2. References to New York Life may be replaced by “We”, “Us”, or “The Company”;
3. References to Certificate Owner may be replaced by “You”, “Yours”, “Owner”, “Annuity Owner” or similar term;
4. Within the Certificate, references to Certificate may be replaced by “Annuity” or similar term when referencing the coverage;
5. All page titles may be double underlined and/or bold, and titles, lead paragraphs and all other provisions of these pages may be modified to reflect the applicable line(s) of insurance and plan design;
6. Defined terms may be initial capitalized rather than all capitalized;
7. Signatures of company officers will appear as appropriate;
8. Connective words and phrases, which serve the grammatical purpose of meaningful continuity and do not affect the description of the payment of benefits or other terms or conditions or the group policy and certificate affecting a person’s coverage, may be modified as the sense demands, when other variable material changes. Such connective wording will not be ambiguous or deceptive;
9. The Certificate may be formatted to decrease the number of pages by including more than one provision on a page to save printing and mailing costs. If multiple provisions are written on one page, they will indicate the form code and unique identifier.

GENERAL EXPLANATION OF VARIABLE

All names, dates, and numbers are illustrative and will vary from group to group. Each group policy will have its own unique group number, effective date, address, and contract state. All “John Doe” information will vary for each individual.

The form may appear with a unique identifying code placed above the form code in the bottom left hand corner of the page. This code may be used to identify a specific Policyholder or Plan Type written on these forms. Pages in the certificate that have been modified for state compliance within the variable will be identified within the code, i.e. DA-01-TX. The date on the lower right hand corner may be deleted or may reflect different or additional information; e.g., rider number and date.

Page numbers will generally be included.

EXPLANATION OF VARIABLE BY PAGE SETS

Face Page: Form GMR-DAN2-P-FACE

The Policy Effective Date, Anniversary Date and Policy Number will vary for each policy issued;
The descriptive title of the annuity plan will vary to match the product design selected by the Policyholder.

Table Of Contents: Form GMR-DAN2-P-TABLE

Page numbers will vary depending on the layout of the policy form.

For An Annuity To Be Issued: Form GMR-DAN2-P-TBI

Requirements and conditions necessary for the annuity to take effect will be stated on this page; the standard requirements are shown.

Schedule: Form GMR-DAN2-P-S

The page will represent the minimum and/or maximum amounts of premium required for an annuitant

The page will state the annuity products and options available to eligible members: i.e., AARP Select 5 Fixed Annuity, AARP Preferred Fixed Annuity etc.

This page may also reflect notes about any special administrative arrangements with the Policyholder or about the products and options included under the group policy, etc.

Annuitization: Form GMR-DAN2-P-GA

The minimum Annuity Income Payment amount may vary.

Changes to the Basis of Computation for the Income Payment Option include changes to interest rates, mortality rates and age adjustment formulas. All changes will be on newly issued certificates only.

Policy Premium: Form GMR-DAN-P-PREM

The factors that affect the calculation of policy premium due may vary by policyholder or by state requirements.

If applicable, a statement may be added to explain any fees paid to the policyholder.

Policy Application Pages: Form GMR-DAN-P-APP

All names, dates, etc., will vary.

One copy will be attached to the Policy, the other will be returned to New York Life.

State Regulations: Form GMR-DAN-P-SR

This set of pages and/or the provisions of these pages will be included, added to or appropriately modified within the context of the page or deleted from the page to comply with various states' requirements, not otherwise a part of the plan, to provide specific benefits or notices for its residents. This page is used when: (1) the group policy may cover multi-state annuitants rather than annuitants of only one state; and (2) a state's extraterritorial laws and/or regulations are more liberal or more favorable than the contract state's laws and regulations.

These pages and provisions will reflect our understanding of the current state requirements. It is our intention to add to and/or change these pages and/or provisions when states impose requirements, mandate notices, or when mandates are changed or other mandates are added.

A general State Regulations page (coded GMR-DAN-P-SR) with sections for each state will be used if the policyholder prefers to show all state variations on one page.

The state by state set of pages will be used when the policyholder chooses to show only a particular state's variations as applicable to the insured. In this case, GMR-DAN-P - will precede the two letter state code, i.e. GMR-DAN-P-IL would show only Illinois state variations.

Face Page: Form GMR-DAN-C-FACE

The Product Name, Policy Number, Annuitant(s), Owner(s), Certificate Number, Effective Date, Premium, Initial Interest Rate, Initial Interest Rate Guarantee Period, Interest Rate Adjustment Date, Nonforfeiture Rate, Type of Funds, Issue Date, Certificate Years, Surrender Charge Percentage, Guaranteed Minimum Interest Rate, Minimum Partial Surrender Amount, Minimum Account Value, Premium Threshold, Penalty Free Percentage, Annuitization Date, Issue State, and Beneficiary Class will vary by product and for each annuitant.

Table Of Contents: Form GMR-DAN-C-TABLE

Page numbers will vary depending on the layout of the certificate form.