

SERFF Tracking Number: NYLA-127030769 State: Arkansas
Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 48360
Company Tracking Number: 210-P100
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: New York Life Guaranteed Future Income Annuity
Project Name/Number: New York Life Guaranteed Future Income Annuity/210-P100

Filing at a Glance

Company: New York Life Insurance and Annuity Corporation

Product Name: New York Life Guaranteed Future Income Annuity SERFF Tr Num: NYLA-127030769 State: Arkansas

Future Income Annuity

TOI: A10 Annuities - Other

SERFF Status: Closed-Approved-Closed State Tr Num: 48360

Sub-TOI: A10.000 Annuities - Other

Co Tr Num: 210-P100

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: April Rodriguez, Renata Bucaj

Disposition Date: 04/01/2011

Date Submitted: 03/29/2011

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: New York Life Guaranteed Future Income Annuity

Status of Filing in Domicile: Pending

Project Number: 210-P100

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: 04/01/2011

State Status Changed: 04/01/2011

Deemer Date:

Created By: April Rodriguez

Submitted By: April Rodriguez

Corresponding Filing Tracking Number: 210-P100

Filing Description:

This filing is for a new Individual Flexible Premium Deferred Paid- Up Fixed Annuity Policy and two new endorsements.

Company and Contact

Filing Contact Information

April Rodriguez, Contract Consultant

april_rodriguez@newyorklife.com

SERFF Tracking Number: NYLA-127030769 State: Arkansas
 Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 48360
 Company Tracking Number: 210-P100
 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
 Product Name: New York Life Guaranteed Future Income Annuity
 Project Name/Number: New York Life Guaranteed Future Income Annuity/210-P100

1 Rockwood Road 914-846-3690 [Phone]
 3N850
 Sleepy Hollow, NY 10591

Filing Company Information

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

Filing Fees

Fee Required? Yes
 Fee Amount: \$200.00
 Retaliatory? Yes
 Fee Explanation: 4 forms x \$50.00 = \$200.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
New York Life Insurance and Annuity Corporation	\$200.00	03/29/2011	46062392

SERFF Tracking Number: NYLA-127030769 State: Arkansas
Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 48360
Company Tracking Number: 210-P100
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: New York Life Guaranteed Future Income Annuity
Project Name/Number: New York Life Guaranteed Future Income Annuity/210-P100

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	04/01/2011	04/01/2011

SERFF Tracking Number: NYLA-127030769 State: Arkansas
Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 48360
Company Tracking Number: 210-P100
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: New York Life Guaranteed Future Income Annuity
Project Name/Number: New York Life Guaranteed Future Income Annuity/210-P100

Disposition

Disposition Date: 04/01/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NYLA-127030769 State: Arkansas
 Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 48360
 Company Tracking Number: 210-P100
 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
 Product Name: New York Life Guaranteed Future Income Annuity
 Project Name/Number: New York Life Guaranteed Future Income Annuity/210-P100

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Yes	Yes
Supporting Document	Application	No	No
Supporting Document	Life & Annuity - Acturial Memo	No	No
Supporting Document	Certificate of Compliance	Yes	Yes
Supporting Document	Statements of Variability	Yes	Yes
Supporting Document	Cover Letter	Yes	Yes
Form	Individual Flexible Premium Deferred Paid-Up Annuity Contract	Yes	Yes
Form	Individual Flexible Premium Deferred Paid-Up Annuity Contract	Yes	Yes
Form	Individual Flexible Premium Deferred Paid-Up Annuity Endorsement	Yes	Yes
Form	Individual Flexible Premium Deferred Paid-Up Annuity Endorsement	Yes	Yes

SERFF Tracking Number: NYLA-127030769 State: Arkansas
 Filing Company: New York Life Insurance and Annuity State Tracking Number: 48360
 Corporation
 Company Tracking Number: 210-P100
 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
 Product Name: New York Life Guaranteed Future Income Annuity
 Project Name/Number: New York Life Guaranteed Future Income Annuity/210-P100

Form Schedule

Lead Form Number: 210-P100

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	211-P100	Policy/Contract/Individual Flexible Premium Deferred Paid-Up Annuity Certificate: Contract Amendment, Insert Page, Endorsement or Rider	Initial		57.800	Policy 211-P100.pdf
	211-P101	Policy/Contract/Individual Flexible Premium Deferred Paid-Up Annuity Certificate: Contract Amendment, Insert Page, Endorsement or Rider	Initial		57.600	Policy 211-P101.pdf
	211-E100	Policy/Contract/Individual Flexible Premium Deferred Paid-Up Annuity Certificate: Endorsement Amendment, Insert Page, Endorsement or Rider	Initial		57.900	Beneficiary Endorsement-211-E100.pdf
	211-E101	Policy/Contract/Individual Flexible Premium Deferred Paid-Up Annuity	Initial		53.800	Beneficiary Endorsement-211-E101.pdf

SERFF Tracking Number: NYLA-127030769 State: Arkansas
Filing Company: New York Life Insurance and Annuity State Tracking Number: 48360
Corporation
Company Tracking Number: 210-P100
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: New York Life Guaranteed Future Income Annuity
Project Name/Number: New York Life Guaranteed Future Income Annuity/210-P100

Certificate: Endorsement
Amendmen
t, Insert
Page,
Endorseme
nt or Rider

[Annuitant -- John Doe]
[Policy Number -- 00 000 000]
[Policy Date -- January 2, 2011]

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

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

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

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

Annuity Benefit On the Annuity Commencement Date, we will make Annuity Income Payments to you or the Payee(s) designated by you, if the Annuitant is living, as stated in the Annuity Income Payments Section.

Access To Funds/Death Benefit [This Policy does not provide access to funds prior to the Annuity Commencement Date other than payment of the death benefit. If the Annuitant dies after the Annuity Commencement Date, a death benefit may be payable as described in this Policy.] [This Policy does not provide access to funds prior to the Annuity Commencement Date and does not provide a death benefit either prior to, or after, the Annuity Commencement Date.]

Right To Return Policy Please examine your Policy. Within 10 days (or longer if required by state law) after delivery, 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, we will promptly cancel this Policy and refund the Premium Payment(s).

[New York Life Guaranteed Future Income Annuity]

Flexible Premium Deferred Paid-Up Fixed Annuity
Flexible Premium Payable As Shown On The Policy Data Page
Periodic Income Payments Begin On The Annuity Commencement Date

This Policy Has No Cash Surrender Value
This Policy Does Not Permit Withdrawals
This Policy Is Non-Participating

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

Report To Owner At least once each Policy Year, New York Life Insurance and Annuity Corporation will provide a report in connection with this Policy. The report will include the Annuity Income Payment option selected, the scheduled Annuity Commencement Date, the amount of Premium Payments, and the Annuity Income Payments purchased by each Premium Payment, as of the end of the current reporting period. It will also give the Owner any other facts required by state law or regulations.

The Issue Date is shown on the Policy Data Page.

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

[
President

[
Secretary

New York Life 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** [35] [Male]

Policy Number -- [00 000 000]
Policy Date -- [January 2, 2011]
Owner(s) -- [The Annuitant]

Payee(s) -- [John Doe]

Plan [Non-Qualified]

Initial Premium Payment: \$[250,000]
Minimum Additional Premium Payment*: [\$100.00]
Maximum Aggregate Premium Payments*: [\$3,000,000]
*Any additional Premium Payment must be received at least 2 years prior to the Annuity Commencement Date.

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

[[\$500.00] [Monthly,] payable while the Annuitant is living.]

Annual Increase Option Selected: Annuity Income Payments will increase annually by [5]% and will begin on the first anniversary of the Annuity Commencement Date.]

[Death Benefit prior to Annuity Commencement Date: 100% of Premium Payment(s). See Policy for additional details.]

[Death Benefit after Annuity Commencement Date:

- If the sum of the Annuity Income Payments received is less than the Premium Payment(s), the difference will be paid to the Beneficiary(ies) in a single sum;
- If the sum of the Annuity Income Payments received equals or exceeds the Premium Payment(s), there is no death benefit.]

See Policy for additional details.

[If any guaranteed Annuity Income Payments are paid to the Beneficiary(ies) in one sum, the present value of those payments will be calculated based on the Moody's Seasoned Baa Corporate Bond (DBAA) Yield rates published on the date of death. If no rate is published on the date of death, we will use the most recent rate published prior to the date of death.]

**POLICY DATA PAGE
(Page 2 Continued)**

Annuity Commencement Date: [February 2, 2013]

Earliest Accelerated Annuity Commencement Date: 13 months after the last Premium Payment

Latest Deferred Annuity Commencement Date: 5 years after the original Annuity Commencement Date or Annuitant's (oldest Joint Annuitant's, if applicable) age [85], whichever is earlier

Adjusted Annuity Income Payments, resulting from a change to the Annuity Commencement Date, will be determined based on the factors below:

Annuity Mortality Table: [Annuity 2000 Mortality Table]

Interest Rate: Moody's Seasoned Baa Corporate Bond (DBAA) Yield using the rate in effect three (3) Business Days prior to the effective date of the change to the Annuity Commencement Date

Interest Rate Change Adjustment:

If the Annuity Commencement date is accelerated, the interest rate adjustment will increase the Moody's rate by [one and one-half percent] [1.50%].

If the Annuity Commencement Date is deferred the interest rate adjustment will decrease the Moody's rate by [one and one-half percent] [1.50%].

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

Issue Date: [January 3, 2011]

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” and “your” refer to the Owner of this Policy.

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

CONTENTS

DEFINITIONS	4
SECTION ONE – ANNUITY INCOME PAYMENTS.....	5
1.1 HOW ARE ANNUITY INCOME PAYMENTS DETERMINED?	5
1.2 HOW ARE ANNUITY INCOME PAYMENTS MADE?.....	5
1.3 WHEN WILL ANNUITY INCOME PAYMENTS BEGIN?	5
1.4 MAY THE ANNUITY COMMENCEMENT DATE BE CHANGED?	5
1.5 IS THERE A CHARGE FOR CHANGING THE ANNUITY COMMENCEMENT DATE?	5
1.6 HOW WILL CHANGING THE ANNUITY COMMENCEMENT DATE AFFECT ANNUITY INCOME PAYMENTS?	5
1.7 WHAT HAPPENS IF THE INTEREST RATE INDEX IS DISCONTINUED?.....	6
1.8 MAY MONTHLY ANNUITY INCOME PAYMENTS BE ADVANCED?	6
SECTION TWO – POLICY OWNERSHIP, ANNUITANT.....	6
2.1 WHAT ARE THE RIGHTS OF OWNERSHIP OF THIS POLICY?	6
2.2 CAN YOU CHANGE THE OWNER OF THIS POLICY?	6
2.3 WHAT HAPPENS IF YOU DIE BEFORE THE ANNUITY COMMENCEMENT DATE?	6
2.4 WHAT HAPPENS IF YOU DIE AFTER THE ANNUITY COMMENCEMENT DATE?.....	7
SECTION THREE – PREMIUM PAYMENTS.....	7
3.1 MAY ADDITIONAL PREMIUM PAYMENTS BE MADE?	7
3.2 HOW WILL ADDITIONAL PREMIUM PAYMENTS AFFECT ANNUITY INCOME PAYMENTS?	7
3.3 WHEN ARE PREMIUM PAYMENTS CREDITED TO THE POLICY?.....	7
3.4 ARE THERE ANY LIMITATIONS REGARDING THE AMOUNTS OF ADDITIONAL PREMIUM PAYMENTS?	7
3.5 WILL ADDITIONAL PREMIUM PAYMENTS AFFECT THE ANNUITY COMMENCEMENT DATE OR THE ANNUITY INCOME PAYMENT OPTION?	7
3.6 HOW WILL ADDITIONAL PREMIUM PAYMENTS BE ACKNOWLEDGED?	7
SECTION FOUR – GENERAL PROVISIONS.....	7
4.1 WHAT CONSTITUTES THE ENTIRE CONTRACT?	7
4.2 HOW IMPORTANT IS THE INFORMATION YOU PROVIDE FOR THIS POLICY?	7
4.3 WILL WE BE ABLE TO CONTEST THIS POLICY?	7
4.4 HOW ARE THE DATES REFERRED TO IN THIS POLICY MEASURED?	7
4.5 MAY WE REQUIRE PROOF THAT THE ANNUITANT IS LIVING?	8
4.6 HOW IS THE ANNUITANT’S AGE CALCULATED FOR THE PURPOSE OF THIS POLICY?	8
4.7 WHAT HAPPENS IF IN THIS POLICY A PERSON’S AGE OR SEX IS STATED INCORRECTLY?.....	8
4.8 MAY YOU ASSIGN THIS POLICY?.....	8
4.9 HOW DO YOU ASSIGN THIS POLICY?	8
4.10 MAY THE ASSIGNEE CHANGE THE OWNER, ANNUITANT, OR BENEFICIARY?.....	8
4.11 MAY YOU CHANGE THE PAYEE?.....	8
4.12 ARE STATE PREMIUM TAXES DEDUCTED FROM YOUR POLICY?	8
4.13 ARE THE PAYMENTS MADE UNDER THE TERMS OF THIS POLICY PROTECTED AGAINST CREDITORS?	8
4.14 ARE LOANS PERMITTED FROM THIS POLICY?	8
4.15 IS THIS POLICY SUBJECT TO CONFORMITY WITH ANY LAW?	8
4.16 ARE ANY DIVIDENDS PAYABLE UNDER THIS POLICY?	8

DEFINITIONS

These terms are capitalized when used throughout this Policy.

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

ANNUITANT: The person(s) named on the Policy Data Page and whose life determines the Annuity Income Payments. Generally, the Annuitant is the Owner of the Policy.

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

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

ANNUITY INCOME PAYMENT DATE: The date upon which NYLIAC has agreed to make each Annuity Income Payment.

BUSINESS DAY: Any day NYLIAC is open for business.

ISSUE DATE: The date this Policy is produced.

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

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

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

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. Generally, the Owner is also the Annuitant under this Policy.

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

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

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

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

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

PREMIUM PAYMENT: Amount(s) paid to the Corporation as consideration for the benefits provided by this Policy.

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

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

SECTION ONE – ANNUITY INCOME PAYMENTS

1.1 How Are Annuity Income Payments Determined?

Annuity Income Payments are based on the declared purchase rates in effect and the attained age of the Annuitant(s) on the Premium Payment Date, the sex of the Annuitant(s), the Annuity Commencement Date, the Annuity Income Payment option and any other options selected at the time of application for this Policy.

1.2 How Are Annuity Income Payments Made?

If the Annuitant is living and this Policy is in force, we will make Annuity Income Payments to you or to the Payee(s) designated by you, beginning on the Annuity Commencement Date. Annuity Income Payments will be made in the amount shown on the Policy Data Page or as changed according to Sections 1.4 or 3.6. Additional Premium Payments will not change the Annuity Commencement Date or the Annuity Income Payment option selected on the application.

1.3 When Will Annuity Income Payments Begin?

Annuity Income Payments will begin on the Annuity Commencement Date shown on the Policy Data Page, or as subsequently changed, as described in Section 1.4.

1.4 May The Annuity Commencement Date Be Changed?

With the exception of a Life Only Annuity Income Payment option, you may change the Annuity Commencement Date shown on the Policy Data Page. This date may be changed only one time prior to the Annuity Commencement Date, while this Policy is in force. The Annuity Commencement Date may be accelerated or deferred, as described on the Policy Data Page. A change to the Annuity Commencement Date will result in a change to the Annuity Income Payment amount, as described in Section 1.6. Additional conditions may apply as described in Subsections (a), (b) and (c) below.

- (a) **Accelerations of five (5) years or less (Qualified and Non-Qualified Plans):** Except for policies with the Annual Increase Option shown on the Policy Data Page, Annuity Income Payments, adjusted as a result of an acceleration of the Annuity Commencement Date of five (5) years or less may be increased to comply with IRS required minimum distribution rules. Any increase will be applied to both Qualified and Non-Qualified plans.
- (b) **Acceleration of more than five (5) years (Qualified Plans only, other than Roth IRAs):** Acceleration of the Annuity Commencement Date on Qualified Plans,

other than Roth IRAs, is subject to applicable IRS restrictions. If a change to the Annuity Commencement Date results in adjusted Annuity Income Payments that violate IRS restrictions, we will inform you that you may either withdraw or change your request to an allowable Annuity Commencement Date.

- (c) **Accelerations of any period with the Annual Increase Option shown on the Policy Data Page (Qualified Plans only, other than Roth IRAs):** Accelerations will be administered according to Section 1.4 (b) above.

The Annuitant's Age on the Annuity Commencement Date may not be greater than the Age as required by the laws of the state in which this Policy was issued.

To accelerate the Annuity Commencement Date, notification must be given in writing at least sixty (60) days prior to the new Annuity Commencement Date. To defer the Annuity Commencement Date, your notification must be given in writing at least sixty (60) days prior to the Annuity Commencement Date shown on the Policy Data Page. The change will take effect as of the date we receive your signed notice that gives us the facts that we need.

Should you exercise your right to change the Annuity Commencement Date, we will notify you in writing of your new Annuity Income Payment amount and new Annuity Commencement Date.

1.5 Is There A Charge For Changing The Annuity Commencement Date?

If you change the Annuity Commencement Date, an interest rate change adjustment, as shown on the Policy Data Page, will be applied when determining the adjusted Annuity Income Payment as described in Section 1.6.

1.6 How Will Changing The Annuity Commencement Date Affect Annuity Income Payments?

Changing the Annuity Commencement Date will result in a change to the Annuity Income Payment amount shown on the Policy Data Page. A change to an earlier date may result in a decrease in the Annuity Income Payment amount. A change to a later date may result in an increase in the Annuity Income Payment amount. Annuity Income Payments will be adjusted on an actuarially equivalent basis. Adjusted Annuity Income Payments will be determined based on the mortality table and an index-based interest rate shown on the Policy Data Page. In addition, a charge will apply as described in Section 1.5.

1.7 What Happens If The Interest Rate Index Is Discontinued?

If the interest rate index, shown on the Policy Data Page, is discontinued, we may substitute a comparable index subject to any regulatory approval that may be required. We will notify you or any assignee of record before a substitute index is used.

1.8 May Monthly Annuity Income Payments Be Advanced?

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

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

If the 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 the Annuitant, must be returned.

Advanced Annuity Income Payments are fully taxable. This option can only be exercised three times while the Annuitant is living, and must be made 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 the age 59½ or if the Policy is a Qualified Plan.

SECTION TWO – POLICY OWNERSHIP, ANNUITANT

2.1 What Are The Rights Of Ownership Of This Policy?

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

2.2 Can You Change The Owner of This Policy?

If this Policy is issued as a Non-Qualified Plan, you may change the Owner of this Policy from yourself to a new Owner, by providing us with a signed notice giving us the facts that we need. This change of ownership, 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. Once this change of ownership takes effect, all rights of ownership in this Policy will pass to the new Owner. Changing the Owner of this Policy does not change the Annuitant or any Beneficiary.

If a change of ownership is made and the Annuitant or new Owner dies prior to the Annuity Commencement Date, this Policy will end. Any applicable death benefits will be paid according to the Beneficiary Endorsement attached to this Policy.

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

211-P100

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

If you die before the Annuity Commencement Date, this Policy will end and any applicable death benefit will be paid. If this Policy is jointly owned, this Policy will end at the death of either Owner and any applicable death benefit will be paid. However, if your surviving spouse is both the sole primary Beneficiary, and a joint Annuitant, this Policy will continue and any applicable death benefit will be paid upon the death of the last surviving Annuitant.

For Life Only plans with one Annuitant, this Policy will end at your death and no death benefit is payable. For Life Only plans with joint Annuitants, the Policy will continue until the death of the last surviving Annuitant.

If the Owner is a grantor trust for federal income tax purposes and any grantor is a natural person, upon the death of the grantor, this Policy will end and any applicable death benefit will be paid. If the Owner is not a natural person, upon the death of an Annuitant, this Policy will end and any applicable death benefit will be paid.

Any applicable death benefit will be paid according to the attached Beneficiary Endorsement.

If there has been a change of ownership, see Section 2.2.

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

While the Annuitant is living, if you die after the Annuity Commencement Date, your estate becomes the new Owner. If you are also the Annuitant, this

Policy will end and any applicable death benefits will be paid according to the Beneficiary Endorsement attached to this Policy. For Life Only plans, this Policy will end and no death benefit is payable.

SECTION THREE – PREMIUM PAYMENTS

3.1 May Additional Premium Payments Be Made?

Premium Payments may be made at any interval and by any method we make available. However, the last Premium Payment must be received two (2) years prior to the Annuity Commencement Date.

We will not accept additional Premium Payments that would result in a violation of IRS required minimum distribution rules.

3.2 How Will Additional Premium Payments Affect Annuity Income Payments?

Each additional Premium Payment purchases an additional Annuity Income Payment amount which will be added to the Annuity Income Payment. Any additional Annuity Income Payment amount will be determined according to Section 1.1.

3.3 When Are Premium Payments Credited To The Policy?

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

3.4 Are There Any Limitations Regarding The Amounts Of Additional Premium Payments?

Premium Payments are subject to the minimum and maximum amounts shown on the Policy Data Page.

3.5 Will Additional Premium Payments Affect the Annuity Commencement Date Or The Annuity Income Payment Option?

The Annuity Commencement Date selected at the time of application for the Policy, or as subsequently changed as described in Section 1.4, will not be affected by additional Premium Payments. The Annuity Income Payment option will be the same as that elected for the initial Premium Payment.

3.6 How Will Additional Premium Payments Be Acknowledged?

Within thirty (30) days of receipt of an additional Premium Payment we will provide you with a written confirmation stating the amount of the additional Premium Payment, the additional Annuity Income Payment amount purchased, and the new total Annuity Income Payment. Please examine this confirmation carefully. Within ten (10) days after receiving this confirmation, you may cancel the additional Annuity Income Payments by returning the confirmation to us and providing a request to receive a refund of the additional Premium Payment.

SECTION FOUR – GENERAL PROVISIONS

4.1 What Constitutes the Entire Contract?

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

4.2 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 for this Policy, such information includes statements made on 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.

4.3 Will We Be Able To Contest This Policy?

While you are living, we will not contest this Policy after the Policy has been in force 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.

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

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

4.5 May We Require Proof That The Annuitant Is Living?

NYLIAC may require satisfactory proof that the Annuitant is living on the Annuity Commencement Date and on any Annuity Income Payment Date.

4.6 How Is The Annuitant's Age Calculated For The Purpose Of This Policy?

The Age of the Annuitant, as shown on the Policy Data Page, is the Age as of the Policy Date. We count 1/12 of a year for each full month from the Annuitant's last birthday to the Policy Date.

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

If a date on the Policy Data Page is based on an Age that is not correct, we may change the date to reflect the correct Age. If the Age or sex of an Annuitant is not correct as stated, any amount payable under this Policy, based on the life of the Annuitant, will be adjusted to what the Premium Payments 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.

4.8 May You Assign This Policy?

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

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

4.9 How Do You Assign This Policy?

You must provide us with a copy of the assignment of this Policy. We will not be responsible for the validity of any assignment. Any assignment, unless otherwise specified in the assignment by you, shall take effect as of the date the assignment is signed,

subject to any payment we make or any other action we took before receipt of the assignment.

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

An assignee may not change the Owner, the Annuitant, or the Beneficiary.

4.11 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.

4.12 Are State Premium Taxes Deducted From Your Policy?

If we are required by state law to pay state premium taxes for your Policy, the amount of the state premium tax will be deducted from each Premium Payment when it is made.

4.13 Are The Payments Made Under The Terms Of This Policy Protected Against Creditors?

Except as stated in Section 4.8, payments we make under the terms of this Policy are to the extent the law permits, exempt from the claims, attachments or levies of any creditor.

4.14 Are Loans Permitted From This Policy?

This Policy does not have cash values or loan values.

4.15 Is This Policy Subject to Conformity with Any Law?

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

4.16 Are Any Dividends Payable Under This Policy?

No. This Policy is not eligible for dividends.

**New York Life Insurance
and Annuity Corporation**

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

Executive Office – [51 Madison Avenue]
[New York, N.Y. 10010]

A Stock Company Incorporated in Delaware

**Flexible Premium Deferred Paid-up Fixed
Annuity**

Flexible Premium Payable As Shown On The Policy
Data Page

Periodic Income Payments Begin On The Annuity
Commencement Date

Policy Is Not Eligible For Dividends

[Annuitant -- John Doe]
[Policy Number -- 00 000 000]
[Policy Date -- January 2, 2011]

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

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

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

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

Annuity Benefit On the Annuity Commencement Date, we will make Annuity Income Payments to you or the Payee(s) designated by you, if the Annuitant is living, as stated in the Annuity Income Payments Section.

Access To Funds/Death Benefit [This Policy does not provide access to funds prior to the Annuity Commencement Date other than payment of the death benefit. If the Annuitant dies after the Annuity Commencement Date, a death benefit may be payable as described in this Policy.] [This Policy does not provide access to funds prior to the Annuity Commencement Date and does not provide a death benefit either prior to, or after, the Annuity Commencement Date.]

Right To Return Policy Please examine your Policy. Within 10 days (or longer if required by state law) after delivery, 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, we will promptly cancel this Policy and refund the Premium Payment(s).

[New York Life Guaranteed Future Income Annuity II]

Flexible Premium Deferred Paid-Up Fixed Annuity
Flexible Premium Payable As Shown On The Policy Data Page
Periodic Income Payments Begin On The Annuity Commencement Date

This Policy Has No Cash Surrender Value
This Policy Does Not Permit Withdrawals
This Policy Is Non-Participating

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

Report To Owner At least once each Policy Year, New York Life Insurance and Annuity Corporation will provide a report in connection with this Policy. The report will include the Annuity Income Payment option selected, the scheduled Annuity Commencement Date, the amount of Premium Payments, and the Annuity Income Payments purchased by each Premium Payment, as of the end of the current reporting period. It will also give the Owner any other facts required by state law or regulations.

The Issue Date is shown on the Policy Data Page.

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


President


Secretary

New York Life 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** [35] [Male]

Policy Number -- [00 000 000]
Policy Date -- [January 2, 2011]
Owner(s) -- [The Annuitant]

Payee(s) -- [John Doe]

Plan [Non-Qualified]

Initial Premium Payment: \$[250,000]
Minimum Additional Premium Payment*: [\$100.00]
Maximum Aggregate Premium Payments*: [\$3,000,000]
*Any additional Premium Payment must be received at least 2 years prior to the Annuity Commencement Date.

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

[[\$500.00] [Monthly,] payable while the Annuitant is living.]

Annual Increase Option Selected: Annuity Income Payments will increase annually by [5]% and will begin on the first anniversary of the Annuity Commencement Date.]

[Death Benefit prior to Annuity Commencement Date: 100% of Premium Payment(s). See Policy for additional details.]

[Death Benefit after Annuity Commencement Date:

- If the sum of the Annuity Income Payments received is less than the Premium Payment(s), the difference will be paid to the Beneficiary(ies) in a single sum;
- If the sum of the Annuity Income Payments received equals or exceeds the Premium Payment(s), there is no death benefit.]

See Policy for additional details.

[If any guaranteed Annuity Income Payments are paid to the Beneficiary(ies) in one sum, the present value of those payments will be calculated based on the Moody's Seasoned Baa Corporate Bond (DBAA) Yield rates published on the date of death. If no rate is published on the date of death, we will use the most recent rate published prior to the date of death.]

**POLICY DATA PAGE
(Page 2 Continued)**

Annuity Commencement Date: [February 2, 2013]

Earliest Accelerated Annuity Commencement Date: 13 months after the last Premium Payment

Latest Deferred Annuity Commencement Date: 5 years after the original Annuity Commencement Date or Annuitant's (oldest Joint Annuitant's, if applicable) age [85], whichever is earlier

Adjusted Annuity Income Payments, resulting from a change to the Annuity Commencement Date, will be determined based on the factors below:

Annuity Mortality Table: [Annuity 2000 Mortality Table]

Interest Rate: Moody's Seasoned Baa Corporate Bond (DBAA) Yield using the rate in effect three (3) Business Days prior to the effective date of the change to the Annuity Commencement Date

Interest Rate Change Adjustment:

If the Annuity Commencement date is accelerated, the interest rate adjustment will increase the Moody's rate by [one and one-half percent] [1.50%].

If the Annuity Commencement Date is deferred the interest rate adjustment will decrease the Moody's rate by [one and one-half percent] [1.50%].

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

Issue Date: [January 3, 2011]

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” and “your” refer to the Owner of this Policy.

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

CONTENTS

DEFINITIONS	4
SECTION ONE – ANNUITY INCOME PAYMENTS.....	5
1.1 HOW ARE ANNUITY INCOME PAYMENTS DETERMINED?	5
1.2 HOW ARE ANNUITY INCOME PAYMENTS MADE?.....	5
1.3 WHEN WILL ANNUITY INCOME PAYMENTS BEGIN?	5
1.4 MAY THE ANNUITY COMMENCEMENT DATE BE CHANGED?	5
1.5 IS THERE A CHARGE FOR CHANGING THE ANNUITY COMMENCEMENT DATE?	5
1.6 HOW WILL CHANGING THE ANNUITY COMMENCEMENT DATE AFFECT ANNUITY INCOME PAYMENTS?	5
1.7 WHAT HAPPENS IF THE INTEREST RATE INDEX IS DISCONTINUED?.....	6
1.8 MAY MONTHLY ANNUITY INCOME PAYMENTS BE ADVANCED?	6
SECTION TWO – POLICY OWNERSHIP, ANNUITANT.....	6
2.1 WHAT ARE THE RIGHTS OF OWNERSHIP OF THIS POLICY?	6
2.2 CAN YOU CHANGE THE OWNER OF THIS POLICY?	6
2.3 WHAT HAPPENS IF YOU DIE BEFORE THE ANNUITY COMMENCEMENT DATE?	6
2.4 WHAT HAPPENS IF YOU DIE AFTER THE ANNUITY COMMENCEMENT DATE?.....	7
SECTION THREE – PREMIUM PAYMENTS.....	7
3.1 MAY ADDITIONAL PREMIUM PAYMENTS BE MADE?	7
3.2 HOW WILL ADDITIONAL PREMIUM PAYMENTS AFFECT ANNUITY INCOME PAYMENTS?	7
3.3 WHEN ARE PREMIUM PAYMENTS CREDITED TO THE POLICY?.....	7
3.4 ARE THERE ANY LIMITATIONS REGARDING THE AMOUNTS OF ADDITIONAL PREMIUM PAYMENTS?	7
3.5 WILL ADDITIONAL PREMIUM PAYMENTS AFFECT THE ANNUITY COMMENCEMENT DATE OR THE ANNUITY INCOME PAYMENT OPTION?	7
3.6 HOW WILL ADDITIONAL PREMIUM PAYMENTS BE ACKNOWLEDGED?	7
SECTION FOUR – GENERAL PROVISIONS.....	7
4.1 WHAT CONSTITUTES THE ENTIRE CONTRACT?	7
4.2 HOW IMPORTANT IS THE INFORMATION YOU PROVIDE FOR THIS POLICY?	7
4.3 WILL WE BE ABLE TO CONTEST THIS POLICY?	7
4.4 HOW ARE THE DATES REFERRED TO IN THIS POLICY MEASURED?	7
4.5 MAY WE REQUIRE PROOF THAT THE ANNUITANT IS LIVING?	8
4.6 HOW IS THE ANNUITANT’S AGE CALCULATED FOR THE PURPOSE OF THIS POLICY?	8
4.7 WHAT HAPPENS IF IN THIS POLICY A PERSON’S AGE OR SEX IS STATED INCORRECTLY?.....	8
4.8 MAY YOU ASSIGN THIS POLICY?.....	8
4.9 HOW DO YOU ASSIGN THIS POLICY?	8
4.10 MAY THE ASSIGNEE CHANGE THE OWNER, ANNUITANT, OR BENEFICIARY?.....	8
4.11 MAY YOU CHANGE THE PAYEE?.....	8
4.12 ARE STATE PREMIUM TAXES DEDUCTED FROM YOUR POLICY?	8
4.13 ARE THE PAYMENTS MADE UNDER THE TERMS OF THIS POLICY PROTECTED AGAINST CREDITORS?	8
4.14 ARE LOANS PERMITTED FROM THIS POLICY?	8
4.15 IS THIS POLICY SUBJECT TO CONFORMITY WITH ANY LAW?	8
4.16 ARE ANY DIVIDENDS PAYABLE UNDER THIS POLICY?	8

DEFINITIONS

These terms are capitalized when used throughout this Policy.

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

ANNUITANT: The person(s) named on the Policy Data Page and whose life determines the Annuity Income Payments. Generally, the Annuitant is the Owner of the Policy.

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

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

ANNUITY INCOME PAYMENT DATE: The date upon which NYLIAC has agreed to make each Annuity Income Payment.

BUSINESS DAY: Any day NYLIAC is open for business.

ISSUE DATE: The date this Policy is produced.

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

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

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

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. Generally, the Owner is also the Annuitant under this Policy.

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

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

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

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

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

PREMIUM PAYMENT: Amount(s) paid to the Corporation as consideration for the benefits provided by this Policy.

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

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

SECTION ONE – ANNUITY INCOME PAYMENTS

1.1 How Are Annuity Income Payments Determined?

Annuity Income Payments are based on the declared purchase rates in effect and the attained age of the Annuitant(s) on the Premium Payment Date, the sex of the Annuitant(s), the Annuity Commencement Date, the Annuity Income Payment option and any other options selected at the time of application for this Policy.

1.2 How Are Annuity Income Payments Made?

If the Annuitant is living and this Policy is in force, we will make Annuity Income Payments to you or to the Payee(s) designated by you, beginning on the Annuity Commencement Date. Annuity Income Payments will be made in the amount shown on the Policy Data Page or as changed according to Sections 1.4 or 3.6. Additional Premium Payments will not change the Annuity Commencement Date or the Annuity Income Payment option selected on the application.

1.3 When Will Annuity Income Payments Begin?

Annuity Income Payments will begin on the Annuity Commencement Date shown on the Policy Data Page, or as subsequently changed, as described in Section 1.4.

1.4 May The Annuity Commencement Date Be Changed?

With the exception of a Life Only Annuity Income Payment option, you may change the Annuity Commencement Date shown on the Policy Data Page. This date may be changed only one time prior to the Annuity Commencement Date, while this Policy is in force. The Annuity Commencement Date may be accelerated or deferred, as described on the Policy Data Page. A change to the Annuity Commencement Date will result in a change to the Annuity Income Payment amount, as described in Section 1.6. Additional conditions may apply as described in Subsections (a), (b) and (c) below.

- (a) **Accelerations of five (5) years or less (Qualified and Non-Qualified Plans):** Except for policies with the Annual Increase Option shown on the Policy Data Page, Annuity Income Payments, adjusted as a result of an acceleration of the Annuity Commencement Date of five (5) years or less may be increased to comply with IRS required minimum distribution rules. Any increase will be applied to both Qualified and Non-Qualified plans.
- (b) **Acceleration of more than five (5) years (Qualified Plans only, other than Roth IRAs):** Acceleration of the Annuity

Commencement Date on Qualified Plans, other than Roth IRAs, is subject to applicable IRS restrictions. If a change to the Annuity Commencement Date results in adjusted Annuity Income Payments that violate IRS restrictions, we will inform you that you may either withdraw or change your request to an allowable Annuity Commencement Date.

- (c) **Accelerations of any period with the Annual Increase Option shown on the Policy Data Page (Qualified Plans only, other than Roth IRAs):** Accelerations will be administered according to Section 1.4 (b) above.

The Annuitant's Age on the Annuity Commencement Date may not be greater than the Age as required by the laws of the state in which this Policy was issued.

To accelerate the Annuity Commencement Date, notification must be given in writing at least sixty (60) days prior to the new Annuity Commencement Date. To defer the Annuity Commencement Date, your notification must be given in writing at least sixty (60) days prior to the Annuity Commencement Date shown on the Policy Data Page. The change will take effect as of the date we receive your signed notice that gives us the facts that we need.

Should you exercise your right to change the Annuity Commencement Date, we will notify you in writing of your new Annuity Income Payment amount and new Annuity Commencement Date.

1.5 Is There A Charge For Changing The Annuity Commencement Date?

If you change the Annuity Commencement Date, an interest rate change adjustment, as shown on the Policy Data Page, will be applied when determining the adjusted Annuity Income Payment as described in Section 1.6.

1.6 How Will Changing The Annuity Commencement Date Affect Annuity Income Payments?

Changing the Annuity Commencement Date will result in a change to the Annuity Income Payment amount shown on the Policy Data Page. A change to an earlier date may result in a decrease in the Annuity Income Payment amount. A change to a later date may result in an increase in the Annuity Income Payment amount. Annuity Income Payments will be adjusted on an actuarially equivalent basis. Adjusted Annuity Income Payments will be determined based on the mortality table and an index-based interest rate shown on the Policy Data Page. In addition, a charge will apply as described in Section 1.5.

1.7 What Happens If The Interest Rate Index Is Discontinued?

If the interest rate index, shown on the Policy Data Page, is discontinued, we may substitute a comparable index subject to any regulatory approval that may be required. We will notify you or any assignee of record before a substitute index is used.

1.8 May Monthly Annuity Income Payments Be Advanced?

If you are receiving scheduled monthly Annuity Income Payments, you have the option to receive six Annuity Income Payments in a lump sum. If you exercise this option, you will receive a lump sum payment in an amount equal in value to your next scheduled monthly payment plus your 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 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 the Annuitant, must be returned.

Advanced Annuity Income Payments are fully taxable. This option can only be exercised twice while the Annuitant is living, and must be made 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 the age 59½ or if the Policy is a Qualified Plan.

SECTION TWO – POLICY OWNERSHIP, ANNUITANT

2.1 What Are The Rights Of Ownership Of This Policy?

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

2.2 Can You Change The Owner of This Policy?

If this Policy is issued as a Non-Qualified Plan, you may change the Owner of this Policy from yourself to a new Owner, by providing us with a signed notice giving us the facts that we need. This change of ownership, 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. Once this change of ownership takes effect, all rights of ownership in this Policy will pass to the new Owner. Changing the Owner of this Policy does not change the Annuitant or any Beneficiary.

If a change of ownership is made and the Annuitant or new Owner dies prior to the Annuity Commencement Date, this Policy will end. Any applicable death benefits will be paid according to the Beneficiary Endorsement attached to this Policy.

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

211-P101

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

If you die before the Annuity Commencement Date, this Policy will end and any applicable death benefit will be paid. If this Policy is jointly owned, this Policy will end at the death of either Owner and any applicable death benefit will be paid. However, if your surviving spouse is both the sole primary Beneficiary, and a joint Annuitant, this Policy will continue and any applicable death benefit will be paid upon the death of the last surviving Annuitant.

For Life Only plans with one Annuitant, this Policy will end at your death and no death benefit is payable. For Life Only plans with joint Annuitants, the Policy will continue until the death of the last surviving Annuitant.

If the Owner is a grantor trust for federal income tax purposes and any grantor is a natural person, upon the death of the grantor, this Policy will end and any applicable death benefit will be paid. If the Owner is not a natural person, upon the death of an Annuitant, this Policy will end and any applicable death benefit will be paid.

Any applicable death benefit will be paid according to the attached Beneficiary Endorsement.

If there has been a change of ownership, see Section 2.2.

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

While the Annuitant is living, if you die after the Annuity Commencement Date, your estate becomes the new Owner. If you are also the Annuitant, this

Policy will end and any applicable death benefits will be paid according to the Beneficiary Endorsement attached to this Policy. For Life Only plans, this Policy will end and no death benefit is payable.

SECTION THREE – PREMIUM PAYMENTS

3.1 May Additional Premium Payments Be Made?

Premium Payments may be made at any interval and by any method we make available. However, the last Premium Payment must be received two (2) years prior to the Annuity Commencement Date.

We will not accept additional Premium Payments that would result in a violation of IRS required minimum distribution rules.

3.2 How Will Additional Premium Payments Affect Annuity Income Payments?

Each additional Premium Payment purchases an additional Annuity Income Payment amount which will be added to the Annuity Income Payment. Any additional Annuity Income Payment amount will be determined according to Section 1.1.

3.3 When Are Premium Payments Credited To The Policy?

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

3.4 Are There Any Limitations Regarding The Amounts Of Additional Premium Payments?

Premium Payments are subject to the minimum and maximum amounts shown on the Policy Data Page.

3.5 Will Additional Premium Payments Affect the Annuity Commencement Date Or The Annuity Income Payment Option?

The Annuity Commencement Date selected at the time of application for the Policy, or as subsequently changed as described in Section 1.4, will not be affected by additional Premium Payments. The Annuity Income Payment option will be the same as that elected for the initial Premium Payment.

3.6 How Will Additional Premium Payments Be Acknowledged?

Within thirty (30) days of receipt of an additional Premium Payment we will provide you with a written confirmation stating the amount of the additional Premium Payment, the additional Annuity Income Payment amount purchased, and the new total Annuity Income Payment. Please examine this confirmation carefully. Within ten (10) days after receiving this confirmation, you may cancel the additional Annuity Income Payments by returning the confirmation to us and providing a request to receive a refund of the additional Premium Payment.

SECTION FOUR – GENERAL PROVISIONS

4.1 What Constitutes the Entire Contract?

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

4.2 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 for this Policy, such information includes statements made on 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.

4.3 Will We Be Able To Contest This Policy?

While you are living, we will not contest this Policy after the Policy has been in force 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.

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

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

4.5 May We Require Proof That The Annuitant Is Living?

NYLIAC may require satisfactory proof that the Annuitant is living on the Annuity Commencement Date and on any Annuity Income Payment Date.

4.6 How Is The Annuitant's Age Calculated For The Purpose Of This Policy?

The Age of the Annuitant, as shown on the Policy Data Page, is the Age as of the Policy Date. We count 1/12 of a year for each full month from the Annuitant's last birthday to the Policy Date.

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

If a date on the Policy Data Page is based on an Age that is not correct, we may change the date to reflect the correct Age. If the Age or sex of an Annuitant is not correct as stated, any amount payable under this Policy, based on the life of the Annuitant, will be adjusted to what the Premium Payments 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.

4.8 May You Assign This Policy?

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

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

4.9 How Do You Assign This Policy?

You must provide us with a copy of the assignment of this Policy. We will not be responsible for the validity of any assignment. Any assignment, unless otherwise specified in the assignment by you, shall take effect as of the date the assignment is signed,

subject to any payment we make or any other action we took before receipt of the assignment.

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

An assignee may not change the Owner, the Annuitant, or the Beneficiary.

4.11 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.

4.12 Are State Premium Taxes Deducted From Your Policy?

If we are required by state law to pay state premium taxes for your Policy, the amount of the state premium tax will be deducted from each Premium Payment when it is made.

4.13 Are The Payments Made Under The Terms Of This Policy Protected Against Creditors?

Except as stated in Section 4.8, payments we make under the terms of this Policy are to the extent the law permits, exempt from the claims, attachments or levies of any creditor.

4.14 Are Loans Permitted From This Policy?

This Policy does not have cash values or loan values.

4.15 Is This Policy Subject to Conformity with Any Law?

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

4.16 Are Any Dividends Payable Under This Policy?

No. This Policy is not eligible for dividends.

**New York Life Insurance
and Annuity Corporation**

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

Executive Office – [51 Madison Avenue]
[New York, N.Y. 10010]

A Stock Company Incorporated in Delaware

**Flexible Premium Deferred Paid-up Fixed
Annuity**

Flexible Premium Payable As Shown On The Policy
Data Page

Periodic Income Payments Begin On The Annuity
Commencement Date

Policy Is Not Eligible For Dividends

BENEFICIARY ENDORSEMENT

This Endorsement is effective on the Policy Date of this Policy. It is part of, and subject to, all other terms and provisions in the Policy to which it is attached.

The Policy is amended by adding the following Definition and Provisions:

DEFINITION

BENEFICIARY: The person(s) or entity(ies) having the right to receive the death benefit as set forth in this Policy.

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

BENEFICIARY PROVISIONS

1. What Benefits Are Payable If You Die Or An Annuitant Dies Before the Annuity Commencement Date?

Generally, the Owner and the Annuitant are the same person named under this Policy. If you die before the Annuity Commencement Date, this Policy will end and the death benefit will be paid as described below.

If this Policy is jointly owned, this Policy will end at the death of either Owner and a death benefit will be paid as described below. However, if your surviving spouse is both the sole primary Beneficiary and a joint Annuitant, the death benefit will be paid as described below upon the death of the last surviving Annuitant.

If the Owner is a grantor trust for federal income tax purposes and any grantor is a natural person, upon the death of a grantor, the Policy will end and the death benefit will be paid as described below. If the Owner is not a natural person, upon the death of the Annuitant, this Policy will end and the death benefit will be paid as described below.

If there has been a change of ownership, the death benefit will be paid according to Section 2.2 of the Policy.

Upon our receipt of Proof of Death, we will pay the Beneficiary(ies) the death benefit as described on the Policy Data Page. The death benefit will be paid in a single sum or in accordance with the Beneficiary's election as provided in Section 6 of this endorsement.

2. What Benefits Are Payable If the Annuitant Dies After The Annuity Commencement Date?

If the Annuitant, or if applicable, the last surviving Annuitant dies after the Annuity Commencement Date, upon our receipt of Proof of Death, we will pay the death benefit, if any, to the Beneficiary(ies) in a lump sum as described on the Policy Data Page.

If no Beneficiary for any amount payable survives the Annuitant, or if applicable, the last surviving Annuitant, the right to this amount will pass to you.

3. May More Than One Beneficiary Be Named?

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

4. How Do You Change A Beneficiary Of This Policy?

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

5. When Will We Process A Request for Payment of the Death Benefit?

Claim information must be submitted for each Beneficiary. When we receive Proof of Death and all claim information from a Beneficiary, we will promptly pay to that Beneficiary his/her share of any amount of the death benefit. Death benefit proceeds paid prior to the Annuity Commencement Date will be paid in a single sum. These proceeds bear interest computed daily from the date of death to the date of payment. We set interest rates each year. This rate will not be less than the rate required by law. Death benefit proceeds paid after the Annuity Commencement Date will be paid as described on the Policy Data page.

6. If You Die Prior to The Annuity Commencement Date, Does A Beneficiary Have To Accept The Death Benefit Of This Policy At Your Death?

If you die prior to the Annuity Commencement Date, full payment of the death benefit will be made to the Beneficiary within five (5) years after the date of your death. However, at your death, your Beneficiary is not required to accept the death benefit of this Policy in a single sum, if you (while you are living) or the Beneficiary (after your death) choose in a signed notice to have all or part of this payment placed under a settlement alternative that we may have available for the Beneficiary. Payment under an elected income or guaranteed life income settlement alternative must be for the life of the Beneficiary or for a number of years that is not more than the life expectancy (as determined for federal tax purposes) of the Beneficiary at the time of your death, and payment must begin within one year after your death.

7. What Happens If No Beneficiary Survives You And You Die Before The Annuity Commencement Date?

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

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION



President


Secretary

BENEFICIARY ENDORSEMENT

This Endorsement is effective on the Policy Date of this Policy. It is part of, and subject to, all other terms and provisions in the Policy to which it is attached.

The Policy is amended by adding the following Definition and Provisions:

DEFINITION

BENEFICIARY: The person(s) or entity(ies) having the right to receive the death benefit as set forth in this Policy.

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

BENEFICIARY PROVISIONS

1. What Benefits Are Payable If You Die Or An Annuitant Dies Before the Annuity Commencement Date?

Generally, the Owner and the Annuitant are the same person named under this Policy. If you die before the Annuity Commencement Date, this Policy will end and the death benefit will be paid as described below.

If this Policy is jointly owned, this Policy will end at the death of either Owner and a death benefit will be paid as described below. However, if your surviving spouse is both the sole primary Beneficiary and a joint Annuitant, the death benefit will be paid as described below, upon the death of the last surviving Annuitant.

If the Owner is a grantor trust for federal income tax purposes and any grantor is a natural person, upon the death of a grantor, the Policy will end and we will pay the death benefit. If the Owner is not a natural person, upon the death of the Annuitant, this Policy will end and the death benefit will be paid as described below.

If there has been a change of ownership, the death benefit will be paid according to Section 2.2 of the Policy.

Upon our receipt of Proof of Death, we will pay the Beneficiary(ies) the death benefit as described on the Policy Data Page. The death benefit will be paid in a single sum or in accordance with the Beneficiary's election as provided in Section 6 of this endorsement.

2. What Benefits Are Payable If the Annuitant Dies After The Annuity Commencement Date?

If the Annuitant, or if applicable, the last surviving Annuitant dies after the Annuity Commencement Date, and during the guaranteed period of Annuity

Income Payments, upon our receipt of Proof of Death, any remaining payments will be made to the designated Beneficiary(ies).

If no Beneficiary for any amount payable survives the Annuitant, or if applicable, the last surviving Annuitant, the right to this amount will pass to you.

3. May More Than One Beneficiary Be Named?

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

4. How Do You Change A Beneficiary Of This Policy?

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

5. When Will We Process A Request for Payment of the Death Benefit?

Claim information must be submitted for each Beneficiary. When we receive Proof of Death and all claim information from a Beneficiary, we will promptly pay to that Beneficiary his/her share of any

amount of the death benefit. Death benefit proceeds paid prior to the Annuity Commencement Date will be paid in a single sum. These proceeds bear interest computed daily from the date of death to the date of payment. We set interest rates each year. This rate will not be less than the rate required by law. Death benefit proceeds paid after the Annuity Commencement Date will be paid as described on the Policy Data page.

6. If You Die Prior to The Annuity Commencement Date, Does A Beneficiary Have To Accept The Death Benefit Of This Policy At Your Death?

If you die prior to the Annuity Commencement Date, full payment of the death benefit will be made to the Beneficiary within five (5) years after the date of your death. However, at your death, your Beneficiary is not required to accept the death benefit of this Policy in a single sum, if you (while you are living) or the Beneficiary (after your death) choose, in a signed notice, to have all or part of this payment placed under a settlement alternative that we may have available for the Beneficiary. Payment under an elected income or guaranteed life income settlement alternative must be for the life of the Beneficiary or for a number of years that is not more than the life expectancy (as determined for federal tax purposes) of the Beneficiary at the time of your death, and payment must begin within one year after your death.

7. What Happens If A Beneficiary Who Is Receiving Annuity Income Payments Dies?

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

8. May The Beneficiary Request A Change Of Annuity Income Payment?

Unless authorized in writing by you and agreed to by us, a Beneficiary may not advance or assign Annuity Income Payments, receive Annuity Income Payments in one sum, other than as described in

Section 6 and Section 9 of this endorsement, or make any other change in any remaining Annuity Income Payments.

9. May The Guaranteed Annuity Income Payments Be Taken As A Single Sum After The Death Of The Annuitant(s)?

If the right to any guaranteed Annuity Income Payments remaining after the death of the Annuitant(s) passes to an assignee, an authorized Beneficiary as described in Section 8, or to a Beneficiary that is not a natural person (such as a Trust or Corporation), payment may be made in one sum. The amount of this payment will be the present value of the guaranteed Annuity Income Payments remaining at that time. This Payment will be calculated based on the rate described on the Policy Data Page. The present value of any remaining guaranteed Annuity Income Payments is always less than the sum of those payments.

10. What Happens If No Beneficiary Survives You And You Die Before The Annuity Commencement Date?

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

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION



President



Secretary

SERFF Tracking Number: NYLA-127030769 State: Arkansas
 Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 48360
 Company Tracking Number: 210-P100
 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
 Product Name: New York Life Guaranteed Future Income Annuity
 Project Name/Number: New York Life Guaranteed Future Income Annuity/210-P100

Supporting Document Schedules

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

	Item Status:	Status Date:
Satisfied - Item: Certificate of Compliance		
Comments:		
Attachment: Certificate of Compliance-AR.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statements of Variability		
Comments:		
Attachments: SOV 211-P100.pdf SOV 211-P101.pdf SOV-211-E100.pdf SOV-211-E101.pdf		

	Item Status:	Status Date:
Satisfied - Item: Cover Letter		
Comments:		
Attachment: Cover Letter-AR.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-P100	57.8
211-P101	57.6
211-E100	57.9
211-E101	53.8



Suzanne Wolf
Assistant Vice President, Product Development

3/29/2011

Date

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

STATE OF ARKANSAS

In Re: Form (s): Policy Forms 211-P100 and 211-P101;
Endorsement Forms 211-E100 and 211-E101

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

Suzanne Wolf

Signature

Suzanne Wolf

Name

Assistant Vice President, Product Development

Title

3/29/2011

Date

New York Life Insurance and Annuity Corporation

**Statement of Variability For
Individual Deferred Paid-Up Fixed Annuity Policy
Form Number 211-P100**

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 is provided. The actual Policy Data Page a policy owner receives will reflect only the information based on that policy owner's elections at the time of purchase of the policy. Any use of variability shall be administered in accordance with the Explanation of Variability in a uniform and non-discriminatory manner and should not result in unfair discrimination.

Bracketed Information	Location	Explanation of Variability
Annuitant Name Policy Number Policy Date	Cover Page & Data Page	To allow for flexibility in changing the applicable information for each policy issued. NYLIAC may choose not to reflect this information on the cover page since it is also reflected in the Policy Data Page.
Executive Office/Home Office Addresses	Front/Back Cover Page & Data Page	To allow for flexibility in changing this information should NYLIAC's Executive or Home Office location change.
Officer Title & Signature:	Cover Page	The information is bracketed to allow for flexibility in changing the officer's signature(s) and/or title(s). The signatures and titles shown are those in effect at the time of this form filing.
Customer Service Phone Number	Cover Page	To facilitate changes to the toll-free telephone numbers applicable to NYLIAC's various customer service offices.
Access To Funds/Death Benefit	Cover Page	To allow for the flexibility of displaying the applicable provision based on the Annuity Income Option selected. When the Annuity Income Option selected is "Life Only", the following text will display: "This Policy does not provide access to funds prior to the Annuity Commencement Date and does not provide death benefits either prior to or after the Annuity Commencement Date." When the Annuity Income Option selected is other than "Life Only", the following text will display: "This Policy does not provide access to funds prior to the Annuity Commencement Date other than payment of the death benefit. If the Annuitant dies after the Annuity Commencement Date, a death benefit may be payable as described in this Policy."
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 type made available by NYLIAC and in accordance with applicable laws for tax qualified plans. The Plan type will vary depending on the market segment in which the policy is issued. All plan type options currently available are: : <ul style="list-style-type: none"> • Non-Qualified • Traditional IRA • ROTH IRA
Initial Premium Payment	Policy Data Page	To facilitate changes to the initial Premium Payment used to purchase this policy. Initially, the Initial Premium Payment NYLIAC will accept is \$10,000. The Premium Payment range is between and including \$10,000 – unlimited. Initial Premium Payments of \$1,000,000 or more are subject to prior approval by NYLIAC.
Minimum Additional Premium Payments	Policy Data Page	The range for the Minimum Additional Premium Payments is between and including \$50-\$5,000.
Maximum Aggregate Premium Payment	Policy Data Page	The range for the Maximum Aggregate Premium Payments is between and including \$100– unlimited.
Annuity Income Payment Option	Policy Data Page	<p>To allow for the flexibility of displaying the Annuity Income Payment Option selected by the owner at the time of purchase of this annuity. In addition, to allow for flexibility in displaying the benefit language and dollar amount, the payment frequency (Payment Mode) and Reduction of Income information, if applicable, that corresponds with the income option chosen.</p> <p>The following text entries for the Annuity Income Payment Option and corresponding benefit description will display on the Policy Data Page based on the Annuity Income Payment Option chosen:</p> <p><u>For Life Only Annuity Income Payment Option</u></p> <ul style="list-style-type: none"> • Single Life Annuity for Life Only Annuity Income Payment Option [\$1,000] [Monthly], payable only while the Annuitant is living. • Joint Life and 100% To Survivor for Life Only Annuity Income Payment Option [\$1,000] [Monthly], payable while both Annuitants are living. Annuity Income payments will cease after the death of the last surviving Annuitant. • Joint & [Reduction of Income %] To Survivor For Life Only Annuity Income Payment Option [\$1,000] [Monthly], payable while both Annuitants are living. [\$500] [Monthly], payable after the death of either Annuitant. If the surviving Annuitant dies, Annuity Income Payments will cease.

For Life With Cash Refund Annuity Income Payment Option

- **Single Life Annuity with Cash Refund Annuity Income Payment Option**
[\$1,000] [Monthly], payable while the Annuitant is living.

Death Benefit After The Annuity Commencement Date:

- If the sum of the Annuity Income Payments received is less than the Premium Payment(s), the difference will be paid to the Beneficiary(ies) in a single sum;
- If the sum of the Annuity Income Payments received equals or exceeds the Premium Payment(s), there will be no death benefit.

- **Joint Life and 100% To Survivor with Cash Refund Annuity Income Payment Option**
[\$1,000] [Monthly], payable while either Annuitant is living

Death Benefit After The Annuity Commencement Date:

- If the sum of the Annuity Income Payments received is less than the Premium Payment(s) for this Policy, the difference will be paid to the Beneficiary(ies) in a single sum;
- If the sum of the Annuity Income Payments received equals or exceeds the Premium Payment(s) for this Policy, there will be death benefit.

For Life with Installment Refund Annuity Income Payment Option

- **Single Life Annuity with Installment Refund Annuity Income Payment Option**
\$[1,150] [Monthly], payable only while the Annuitant is living.

Death Benefit After the Annuity Commencement Date:

- If the sum of the Annuity Income Payments received is less than the Premium Payments(s), scheduled Annuity Income Payments will be paid to the Beneficiary(ies) until the income payments equal the premium(s) paid;
- If the sum of the Annuity Income Payments received equals or exceeds the premium(s), there will be no death benefit.

- **Joint & 100% To Survivor Life Annuity With Installment Refund**
[\$2,500] [Monthly], payable while either Annuitant is living.

Death Benefit After the Annuity Commencement Date:

- If the sum of the Annuity Income Payments received is less than the Premium Payment(s), scheduled Annuity Income Payments will be paid to the Beneficiary(ies) until the income payments equal the premium(s) paid;
- If the sum of the Annuity Income Payments received equals or exceeds the Premium Payment(s), there will be no death benefit.

For Life Annuity with Period Certain Annuity Income Payment Option

- **Single Life Annuity With [10] Years [0] Months Period Certain Annuity Income Payment Option**

[\$900] [Monthly], payable while either Annuitant is living or for [10] Years and [0] Months, whichever is later.

Death Benefit After The Annuity Commencement Date:

- If death occurs before the guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period;
- If death occurs after the guaranteed period ends, there will be no death benefit.

- **Joint Life and 100% To Survivor Life Annuity With [10] Years [0] Months Period Certain Annuity Income Payment Option.**

[\$900] [Monthly], payable while either Annuitant is living or for [10] Years and [0] Months, whichever is later.

Death Benefit After The Annuity Commencement Date:

- If death occurs before the guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period;
- If death occurs after the guaranteed period ends, there will be no death benefit.

- **Joint & [Reduction of Income %] To Survivor With [10] Years [0] Months Period Certain Annuity Income Payment Option**

[\$900] [Monthly], payable while both Annuitants are living, or for [10] Years [0] Months, whichever is later. [\$450] [Monthly], payable after [10] Years [0] Months or after the death of either Annuitant, whichever is later.

Death Benefit After The Annuity Commencement Date:

- If death occurs before the guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period;
- If death occurs after the guaranteed period ends, there will be no death benefit.

Note: The information bracketed above will contain the following range of information:

Payment Mode: The available payment modes for all play types are: monthly, quarterly, semi-annual or annual. NYLIAC may limit the payment modes available for new issues only.

		<p><u>Reduction of Income % in the Period with Certain Annuity Income Option:</u> The current percentage that will display is any whole number between and including 40% and 99%. The percentage range is any whole number between and including 10% and 99%.</p> <p><u>Years and Months included in the Period with Certain Annuity Income Option:</u> For the “Year” field, a number between and including 10 years to 30 years (whole years only) will display. For the “Months” field, a number between and including 0 months to 11 months (whole months only) will display. The range for these guaranteed periods is between and including 5 year and 40 years (whole years only) and any number of months between and including 0 month and 11 months (whole months only).</p>
Annual Increase Option	Policy Data Page	<p>The Annual Increase Option must be elected at the time of purchase and is available only if the owner is 59 ½ or older on the date the first income payment is made. The minimum increase percentage available is 1.0% and the maximum is 5.0%. The increase option percentage may not be changed after the policy is issued. At some point in the future, the maximum Annual Increase Option percentage may be increased to 15%</p> <p>Any such offering will be administered in a non-discriminatory manner and will apply to new issues only</p>
Death Benefit Prior to Annuity Commencement Date	Policy Data Page	To allow for the flexibility to display the death benefit if the Annuity Income Option chosen is other than the Life Only option.
Death Benefit After Annuity Commencement Date and Death Benefit Commutation	Policy Data Page	<p>To allow for the flexibility to display the death benefit and Death Benefit Commutation, as applicable, when the Annuity Income Option chosen is other than the Life Only option.</p> <p>DBAA Interest rates are those used to calculate the commutation values of any remaining guaranteed Annuity Income Payments upon death of the Annuitant</p>
Annuity Commencement Date:	Policy Data Page	<p>The field title “Annuity Commencement Date” will display in all policies. The associated date bracketed is John Doe information.</p> <p>The following text will display below the Annuity Commencement Date when any of the Annuity Income Options, other than the “Life Only” Option is chosen:</p> <p>Earliest Accelerated Annuity Commencement Date: 13 months after the last premium payment</p> <p>Latest Deferred Annuity Commencement Date: 5 years after the original Annuity Commencement Date or Annuitant’s (oldest Joint Annuitant’s, if applicable) age [85], whichever is earlier</p> <p>The age shown above is bracketed to allow for the flexibility of showing the latest age at which the policy may be annuitized when the policy is issued as either a</p>

		<p>non-qualified or qualified plan. When the policy is issued as a non-qualified plan, age 85 will display and when issued as a qualified plan, age 70 1/2 will display.</p> <p>Adjusted Annuity Income Payments, resulting from a change to the Annuity Commencement Date, will be determined based on the factors below:</p> <p>Annuity Mortality Table</p> <p>The name of the mortality table is bracketed to allow flexibility should the mortality table change at any time after the Policy is introduced and for new issues going forward.</p> <p>Interest Rate</p> <p>Interest Rate Change Adjustment</p> <p>This Interest Rate Change Adjustment rate will vary depending on whether the policy is issued as a joint or single life plan. To accordingly allow for flexibility, the ranges for single life plans will be between and including 0.5% to 3.0%, and for joint life will be between and including 0.5% to 4.0%. At this time, the rate displayed will be 1.5% for single life policies and 2.00% for joint life policies.</p>
RIDERS [AND ENDORSEMENTS] ATTACHED TO THIS POLICY ON THE POLICY DATE	Policy Data Page	To allow for flexibility should NYLIAC choose to list Riders that may be attached to each issued policy. NYLIAC may also reflect any applicable policy endorsements attached at policy issue, as such, we will include the optional text "AND ENDORSEMENTS". Should NYLIAC 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.
STATE INSURANCE DEPARTMENT PHONE NUMBER	Policy Data Page	To allow for the flexibility to display the phone number of the Insurance Department of the state of issue or to change the telephone number should a Department's number change.
All other bracketed items are John Doe information.		

New York Life Insurance and Annuity Corporation

**Statement of Variability For
Individual Deferred Paid-Up Fixed Annuity Policy
Form Number 211-P101**

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 is provided. The actual Policy Data Page a policy owner receives will reflect only the information based on that policy owner's elections at the time of purchase of the policy. Any use of variability shall be administered in accordance with the Explanation of Variability in a uniform and non-discriminatory manner and should not result in unfair discrimination.

Bracketed Information	Location	Explanation of Variability
Annuitant Name Policy Number Policy Date	Cover Page & Data Page	To allow for flexibility in changing the applicable information for each policy issued. NYLIAC may choose not to reflect this information on the cover page since it is also reflected in the Policy Data Page.
Executive Office/Home Office Addresses	Front/Back Cover Page & Data Page	To allow for flexibility in changing this information should NYLIAC's Executive or Home Office location change.
Officer Title & Signature:	Cover Page	The information is bracketed to allow for flexibility in changing the officer's signature(s) and/or title(s). The signatures and titles shown are those in effect at the time of this form filing.
Customer Service Phone Number	Cover Page	To facilitate changes to the toll-free telephone numbers applicable to NYLIAC's various customer service offices.
Access To Funds/Death Benefit	Cover Page	To allow for the flexibility of displaying the applicable provision based on the Annuity Income Option selected. When the Annuity Income Option selected is "Life Only", the following text will display: "This Policy does not provide access to funds prior to the Annuity Commencement Date and does not provide death benefits either prior to or after the Annuity Commencement Date." When the Annuity Income Option selected is other than "Life Only", the following text will display: "This Policy does not provide access to funds prior to the Annuity Commencement Date other than payment of the death benefit. If the Annuitant dies after the Annuity Commencement Date, a death benefit may be payable as described in this Policy."
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 type made available by NYLIAC and in accordance with applicable laws for tax qualified plans. The Plan type will vary depending on the market segment in which the policy is issued. All plan type options currently available are: : <ul style="list-style-type: none"> • Non-Qualified • Traditional IRA • ROTH IRA
Initial Premium Payment	Policy Data Page	To facilitate changes to the initial Premium Payment used to purchase this policy. Initially, the Initial Premium Payment NYLIAC will accept is \$10,000. The Premium Payment range is between and including \$10,000 – unlimited. Initial Premium Payments of \$1,000,000 or more are subject to prior approval by NYLIAC.
Minimum Additional Premium Payments	Policy Data Page	The range for the Minimum Additional Premium Payments is between and including \$50-\$5,000.
Maximum Aggregate Premium Payment	Policy Data Page	The range for the Maximum Aggregate Premium Payments is between and including \$100– unlimited.
Annuity Income Payment Option	Policy Data Page	<p>To allow for the flexibility of displaying the Annuity Income Payment Option selected by the owner at the time of purchase of this annuity. In addition, to allow for flexibility in displaying the benefit language and dollar amount, the payment frequency (Payment Mode) and Reduction of Income information, if applicable, that corresponds with the income option chosen.</p> <p>The following text entries for the Annuity Income Payment Option and corresponding benefit description will display on the Policy Data Page based on the Annuity Income Payment Option chosen:</p> <p><u>For Life Only Annuity Income Payment Option</u></p> <ul style="list-style-type: none"> • Single Life Annuity for Life Only Annuity Income Payment Option [\$1,000] [Monthly], payable only while the Annuitant is living. • Joint Life and 100% To Survivor for Life Only Annuity Income Payment Option [\$1,000] [Monthly], payable while both Annuitants are living. Annuity Income payments will cease after the death of the last surviving Annuitant. • Joint & [Reduction of Income %] To Survivor For Life Only Annuity Income Payment Option [\$1,000] [Monthly], payable while both Annuitants are living. [\$500] [Monthly], payable after the death of either Annuitant. If the surviving Annuitant dies, Annuity Income Payments will cease.

For Life With Cash Refund Annuity Income Payment Option

- **Single Life Annuity with Cash Refund Annuity Income Payment Option**
[\$1,000] [Monthly], payable while the Annuitant is living.

Death Benefit After The Annuity Commencement Date:

- If the sum of the Annuity Income Payments received is less than the Premium Payment(s), the difference will be paid to the Beneficiary(ies) in a single sum;
- If the sum of the Annuity Income Payments received equals or exceeds the Premium Payment(s), there will be no death benefit.

- **Joint Life and 100% To Survivor with Cash Refund Annuity Income Payment Option**
[\$1,000] [Monthly], payable while either Annuitant is living

Death Benefit After The Annuity Commencement Date:

- If the sum of the Annuity Income Payments received is less than the Premium Payment(s) for this Policy, the difference will be paid to the Beneficiary(ies) in a single sum;
- If the sum of the Annuity Income Payments received equals or exceeds the Premium Payment(s) for this Policy, there will be death benefit.

For Life with Installment Refund Annuity Income Payment Option

- **Single Life Annuity with Installment Refund Annuity Income Payment Option**
\$[1,150] [Monthly], payable only while the Annuitant is living.

Death Benefit After the Annuity Commencement Date:

- If the sum of the Annuity Income Payments received is less than the Premium Payments(s), scheduled Annuity Income Payments will be paid to the Beneficiary(ies) until the income payments equal the premium(s) paid;
- If the sum of the Annuity Income Payments received equals or exceeds the premium(s), there will be no death benefit.

- **Joint & 100% To Survivor Life Annuity With Installment Refund**
[\$2,500] [Monthly], payable while either Annuitant is living.

Death Benefit After the Annuity Commencement Date:

- If the sum of the Annuity Income Payments received is less than the Premium Payment(s), scheduled Annuity Income Payments will be paid to the Beneficiary(ies) until the income payments equal the premium(s) paid;
- If the sum of the Annuity Income Payments received equals or exceeds the Premium Payment(s), there will be no death benefit.

For Life Annuity with Period Certain Annuity Income Payment Option

- **Single Life Annuity With [10] Years [0] Months Period Certain Annuity Income Payment Option**

[\$900] [Monthly], payable while either Annuitant is living or for [10] Years and [0] Months, whichever is later.

Death Benefit After The Annuity Commencement Date:

- If death occurs before the guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period;
- If death occurs after the guaranteed period ends, there will be no death benefit.

- **Joint Life and 100% To Survivor Life Annuity With [10] Years [0] Months Period Certain Annuity Income Payment Option.**

[\$900] [Monthly], payable while either Annuitant is living or for [10] Years and [0] Months, whichever is later.

Death Benefit After The Annuity Commencement Date:

- If death occurs before the guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period;
- If death occurs after the guaranteed period ends, there will be no death benefit.

- **Joint & [Reduction of Income %] To Survivor With [10] Years [0] Months Period Certain Annuity Income Payment Option**

[\$900] [Monthly], payable while both Annuitants are living, or for [10] Years [0] Months, whichever is later. [\$450] [Monthly], payable after [10] Years [0] Months or after the death of either Annuitant, whichever is later.

Death Benefit After The Annuity Commencement Date:

- If death occurs before the guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period;
- If death occurs after the guaranteed period ends, there will be no death benefit.

Note: The information bracketed above will contain the following range of information:

Payment Mode: The available payment modes for all plan types are: monthly, quarterly, semi-annual or annual. NYLIAC may limit the payment modes available for new issues only.

		<p><u>Reduction of Income % in the Period with Certain Annuity Income Option:</u> The current percentage that will display is any whole number between and including 40% and 99%. The percentage range is any whole number between and including 10% and 99%.</p> <p><u>Years and Months included in the Period with Certain Annuity Income Option:</u> For the “Year” field, a number between and including 10 years to 30 years (whole years only) will display. For the “Months” field, a number between and including 0 months to 11 months (whole months only) will display. The range for these guaranteed periods is between and including 5 year and 40 years (whole years only) and any number of months between and including 0 month and 11 months (whole months only).</p>
Annual Increase Option	Policy Data Page	<p>The Annual Increase Option must be elected at the time of purchase and is available only if the owner is 59 ½ or older on the date the first income payment is made. The minimum increase percentage available is 1.0% and the maximum is 5.0%. The increase option percentage may not be changed after the policy is issued. At some point in the future, the maximum Annual Increase Option percentage may be increased to 15%</p> <p>Any such offering will be administered in a non-discriminatory manner and will apply to new issues only</p>
Death Benefit Prior to Annuity Commencement Date	Policy Data Page	To allow for the flexibility to display the death benefit if the Annuity Income Option chosen is other than the Life Only option.
Death Benefit After Annuity Commencement Date and Death Benefit Commutation	Policy Data Page	<p>To allow for the flexibility to display the death benefit and Death Benefit Commutation, as applicable, when the Annuity Income Option chosen is other than the Life Only option.</p> <p>DBAA Interest rates are those used to calculate the commutation values of any remaining guaranteed Annuity Income Payments upon death of the Annuitant</p>
Annuity Commencement Date:	Policy Data Page	<p>The field title “Annuity Commencement Date” will display in all policies. The associated date bracketed is John Doe information.</p> <p>The following text will display below the Annuity Commencement Date when any of the Annuity Income Options, other than the “Life Only” Option is chosen:</p> <p>Earliest Accelerated Annuity Commencement Date: 13 months after the last premium payment</p> <p>Latest Deferred Annuity Commencement Date: 5 years after the original Annuity Commencement Date or Annuitant’s (oldest Joint Annuitant’s, if applicable) age [85], whichever is earlier</p> <p>The age shown above is bracketed to allow for the flexibility of showing the latest age at which the policy may be annuitized when the policy is issued as either a</p>

		<p>non-qualified or qualified plan. When the policy is issued as a non-qualified plan, age 85 will display and when issued as a qualified plan, age 70 1/2 will display.</p> <p>Adjusted Annuity Income Payments, resulting from a change to the Annuity Commencement Date, will be determined based on the factors below:</p> <p>Annuity Mortality Table</p> <p>The name of the mortality table is bracketed to allow flexibility should the mortality table change at any time after the Policy is introduced and for new issues going forward.</p> <p>Interest Rate</p> <p>Interest Rate Change Adjustment</p> <p>This Interest Rate Change Adjustment rate will vary depending on whether the policy is issued as a joint or single life plan. To accordingly allow for flexibility, the ranges for single life plans will be between and including 0.5% to 3.0%, and for joint life will be between and including 0.5% to 4.0%. At this time, the rate displayed will be 1.5% for single life policies and 2.00% for joint life policies.</p>
RIDERS [AND ENDORSEMENTS] ATTACHED TO THIS POLICY ON THE POLICY DATE	Policy Data Page	To allow for flexibility should NYLIAC choose to list Riders that may be attached to each issued policy. NYLIAC may also reflect any applicable policy endorsements attached at policy issue, as such, we will include the optional text "AND ENDORSEMENTS". Should NYLIAC 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.
STATE INSURANCE DEPARTMENT PHONE NUMBER	Policy Data Page	To allow for the flexibility to display the phone number of the Insurance Department of the state of issue or to change the telephone number should a Department's number change.
All other bracketed items are John Doe information.		

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
Beneficiary Endorsement
Form Number: 211-E100**

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

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

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
Beneficiary Endorsement
Form Number: 211-E101**

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

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



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

"The Company You Keep"®

Suzanne Wolf

Assistant Vice President - Product Development

Bus: (914) 846-3508 Fax: (914) 846-4487 Toll Free: (800) 280-3551

E-Mail: Suzanne_Wolf@newyorklife.com

March 29, 2011

Hon. Jay Bradford
Commissioner
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 Nos.:

211-P100 Individual Flexible Premium Deferred Paid-Up Annuity Contract

211-P101 Individual Flexible Premium Deferred Paid-Up Annuity Contract

211-E100 Individual Flexible Premium Deferred Paid-Up Annuity Endorsement

211-E101 Individual Flexible Premium Deferred Paid-Up Annuity Endorsement

Dear: Hon. Jay Bradford

We are enclosing for your approval two new individual flexible premium deferred paid-up fixed annuity policy forms and two new endorsements. These policy forms and related endorsements will be issued by New York Life Insurance and Annuity Corporation (NYLIAC) and will be made available through the Company's agents, as well as independent agencies (independent distribution channel).

Please note that we have not provided nonforfeiture demonstrations in the Actuarial Memoranda that are included in this submission. However, as explained below, we respectfully maintain that no such demonstrations should be required.

These policies do not have a cash surrender value, but provide guaranteed income at the annuity commencement date. Accordingly, the benefits provided are consistent with the reduced paid-up annuity requirements of Arkansas' Standard Nonforfeiture Law for Individual Deferred Annuities, 23-81-303 (a).

In the accompanying Actuarial Certification we guarantee "that at the time of each premium payment, the income benefit purchased by that premium under this contract is greater than that guaranteed at issue for the same premium under any fixed deferred annuity contract offered by

the company to the same class of annuitants that provides cash surrender values during the deferral period or on the income commencement date.” Arkansas’ SNFLDA, 23-81-303 (a) ,allows your Department to approve policy forms that “*contain, in substance, corresponding provisions which in the opinion of the Commissioner are at least as favorable to the contract holder, upon cessation of payment of considerations under the contract.*” As such, we respectfully request that your Department consider these policy forms for approval as submitted.

Please note that these policy forms were also drafted in accordance with the Individual Deferred Paid-Up Non-Variable Annuity Contract Standards, IIPRC-A02-I-LONG, published by the Interstate Insurance Product Regulation Commission (IIPRC), effective January 15, 2011. The IIPRC has determined that a policy form that follows this standard does not require demonstration of compliance with the retrospective and prospective tests set forth in NAIC Model Law 805 – The Standard Nonforfeiture Law for Individual Deferred Annuities (SNFLDAs). The IIPRC has concluded that a contract that complies with this standard and is accompanied by the required actuarial certification, contains corresponding provisions at least as favorable to the contract holder, upon cessation of payment of considerations under the contract.

Additional information regarding these forms is provided below, and the chart that follows this letter lists all forms that will be used with the policy forms. We intend to introduce these policy forms and related endorsements on or about July 1, 2011, subject to approval by your Department.

Policy Form 211-P100

Policy form is non-participating and will be solicited individually through the Company’s agents.

Under this policy form, the policy owner will elect an annuity income option and income start date (no less than 2 or greater than 40 years from the application date) at the time of application. A specific income payment amount and schedule will be determined at the time the policy is issued, based on the income option elected, the amount of the premium payment, the purchase rates then in effect, and the annuitant’s age and gender. Additional premium payments are permitted, and the annuity income payment amount will be adjusted to reflect any additional premium. The adjusted annuity income will be based on the amount of the premium payment, the purchase rates then in effect, and the annuitant’s attained age. No additional premium payment will be accepted within 2 years of the income start date.

Some key features of this policy are as follows:

1. A specified income payment amount for each premium payment. Income payment amounts are aggregated into a single income payment amount which begins on a specified income commencement date.
2. A specified income commencement date elected by the applicant.
3. Within 30 days of receipt of an additional premium payment, we will provide to the policy owner written confirmation stating the amount of the premium paid, the amount of additional income benefit purchased and the option to cancel the additional income by

returning the confirmation document to us within 10 days of receipt of the confirmation, for the refund of the additional premium payment.

4. No commutation of an income benefit is permitted while an annuitant is living.
5. No cash value.
6. A death benefit, equal to the total premium payments, payable prior to the annuity commencement date for all policies except those issued with a Life Only annuity income payment option. There is no death benefit available for policies issued with a Life Only annuity income payment option.

Other features of this policy include:

1. After the policy is issued, the policy owner may elect to accelerate or defer the annuity income start date one time prior to the annuity commencement date, subject to certain conditions. A deferral or acceleration of the annuity income start date will result in an adjusted income amount, based on the new income start date, the Moody's Seasoned Baa Corporate Bond Yield (DBAA) rates, the A2000 Mortality Tables and a charge in the form of an Interest Rate Change Adjustment at the time of the election.
2. The policy owner may not accelerate the annuity income start date if a premium payment was made during the 13-month period prior to the request for acceleration.
3. The ability to accelerate the annuity income start date may be affected by the IRS Required Minimum Distribution (RMD) rules applicable to qualified plans.
4. The policy owner may not defer the start of annuity income payment to a date later than 5 years from the original annuity income start date elected at the time of application. However, annuity income payments must begin no later than the annuitant's age 70½ for qualified plans and age 85 for non-qualified plans.
5. The option to accelerate or defer the annuity income start date will not apply to the "Life Only" annuity income payment option. This option is not available on the Life Only payment option due to the anti-selection risk of policyholders accelerating their payments because of terminal illness.

When this policy is introduced, there will be four annuity income payment options available, as described below. Additional annuity income payment options may be added in the future, subject to your Department's approval:

- Life Only 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. For annuitants age 71 or older, the maximum income deferral period that may be elected at time of application, is 5 years. The policy owner may not accelerate or defer income payments under this option. This option is not available for Qualified plans. This option can be issued either as a single life annuity or a joint life annuity.
- Life with Period Certain provides that income payments will continue for as long as the annuitant is living, or a specified period of time (guaranteed period between 5 and 30 years), whichever is later. If the annuitant dies during the guaranteed period, annuity income payments will continue to the named beneficiary until the period ends. This option can be issued either as a single life annuity or a joint life annuity.

- Life with Cash Refund provides that annuity income payments will continue only as long as an annuitant is living. If the annuitant dies before the amount of the annuity income payments made equal the premium paid for the policy, we will pay the difference between the annuity income payments made and the premium paid in a single sum to the named beneficiary. This option can be issued either as a single life annuity or a joint life annuity.
- Life with Installment Refund provides that annuity income payments will continue only as long as an annuitant is living. If the Annuitant dies before the amount of the annuity income payments made equal the premium paid for the policy, the annuity income payments will continue as scheduled, payable to the named beneficiary until the total payments equal the premium paid.

Annuity Income Payment Annual Increase Option

This option, which may be elected at the time of application for the policy, is an inflation protection feature that helps offset a loss of purchasing power of future income payments. Through this option, the policy owner may elect an annual increase to the annuity income payment, by a percentage amount between and including one percent (1%) and five percent (5%).

Annuity Income Payment Advance

The policy form also includes an option, for a policy owner who is receiving monthly annuity income payments, to receive an advance of these payments. This is not a commutation of annuity income payments, rather an opportunity to provide for a temporary mode change to income payments. If elected, the monthly annuity income amount the policy owner is receiving will be advanced in a lump sum equal in value to the next seven scheduled monthly payments. This option may be elected at any time after the annuity commencement date, up to three times during the life of the policy.

Policy Form 211-P101

This policy form is also non-participating and will be solicited individually through the Company's independent distribution channel.

This policy form 211-P101 is similar to policy form 211-P100 described above, except that the annuity income payment advance option provides that: a) the lump sum amount will be equal in value to the next six, rather than seven, scheduled monthly payments, and b) the option may only be elected twice, rather than three times.

Available Markets

Both policies will be available for the "non-tax qualified" market and for the "tax-qualified" market, specifically, the Individual Retirement Annuity (IRA) market which includes Traditional IRA and Roth IRA plans.

Beneficiary Endorsement Forms 211-E100 and 211-E101

The beneficiary endorsements amend the policy forms by providing the terms under which a beneficiary may receive each policy's death benefit based on the annuity income payment option elected on the corresponding application. Endorsement form 211-E100 will be used when the Life with Cash Refund option is elected and endorsement form 211-E101 will be used when the Life with Installment Refund and Life with Period Certain options are elected.

Each of the forms submitted herein for approval 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.

Domicile Approval Status

These policy forms have been filed with the Insurance Department of our domicile State of Delaware on 3/24/2011 and are pending approval.

Statement of Variability

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

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

Sincerely,



Suzanne Wolf
Assistant Vice President – Product Development

SW: ar

New York Life Insurance and Annuity Corporation
Forms that will be used with policy forms 211-P100 and 211-P101

Form Number	Brief Description	Approval Information
211-A100	Application (Company agents)	Pending and submitted under separate cover (SERFF No. NYLA-127094440)
211-A101	Application (Independent distribution channel)	Pending and submitted under separate cover (SERFF No. NYLA-127094440)
211-E100	Beneficiary Endorsement	Pending
211-E101	Beneficiary Endorsement	Pending
22190.100	Replacement Notice	10/10/2007
6236-02	Traditional IRA Endorsement	8/11/2003
6285-02	Roth IRA Endorsement	12/6/2002