

SERFF Tracking Number: NYLC-127139804 State: Arkansas  
Filing Company: New York Life Insurance Company State Tracking Number: 48588  
Company Tracking Number: 211-20C  
TOI: L07G Group Life - Whole Sub-TOI: L07G.111 Single Premium - Single Life  
Product Name: Asset Allocation Whole Life [refile]  
Project Name/Number: Asset Allocation Whole Life [refile] /211-20C

## Filing at a Glance

Company: New York Life Insurance Company

Product Name: Asset Allocation Whole Life [refile] SERFF Tr Num: NYLC-127139804 State: Arkansas

TOI: L07G Group Life - Whole SERFF Status: Closed-Approved- Closed State Tr Num: 48588

Sub-TOI: L07G.111 Single Premium - Single Life Co Tr Num: 211-20C State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Team Leader, Robert Williams III

Disposition Date: 04/29/2011

Date Submitted: 04/26/2011

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Asset Allocation Whole Life [refile]

Project Number: 211-20C

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: Resubmission

Group Market Size: Small

Overall Rate Impact:

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Previous Filing Number: NYLC-126930028

Group Market Type: Discretionary

Filing Status Changed: 04/29/2011

State Status Changed: 04/29/2011

Created By: Robert Williams III

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Robert Williams III

Filing Description:

RE: New York Life Insurance Company (NYLIC)

General Product Description: Group Whole Life Insurance

NAIC #: 82666915

FEIN# 13-5582869

Form No. 211-20C.49 Group Whole Life Insurance Certificate

SERFF Tracking Number: NYLC-127139804 State: Arkansas  
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Dear Commissioner:

We are enclosing for your Department's approval the corrected form indicated above. This form was previously approved by your Department on 3/2/2011 under File Number 48109.

We are resubmitting this form because when we conducted our due diligence prior to introduction we noticed some errors that needed correction. This form was never introduced in your jurisdiction, so the form number has not been changed. Additional information follows.

The following changes have been made to the form:

- Data Page 2 - premium has been updated and the 3% interest rate in the "ADDITIONAL INFORMATION" section has been changed to reflect 4%;
- Data Page 2A - values in the early years have been updated to reflect rounding issues;
- Page 10 - "Voting Rights" provision has been deleted and remaining provisions were renumbered;
- The Actuarial Memorandum has been revised to reflect these changes.

Certificates will be issued under the Group Master Policy Form 211-20 (which has been issued and approved in Delaware, the situs state) on a sex-distinct simplified issue basis at issue ages 18-65. In order to purchase Certificate Form 211-20C.49 under the master policy, the prospective Certificate owner must qualify as an Eligible Investor.

The minimum face amount of a Certificate is \$25,000 and the maximum face amount is \$250,000. Premiums are payable for 12 years on an Annual mode. (The last annual premium paid will be at the beginning of policy year 12.)

Cash values and premium rates are based on the 2001 Commissioner's Standard Ordinary Tables of Mortality, with continuous functions. Interest is compounded annually at 4%.

No other revisions were made to this submission. We apologize for the inconvenience these errors may have caused.

I hope this information is satisfactory and that we may receive your Department's approval of the enclosed forms at your earliest convenience. Please contact me at 1-866-464-0198 or via email at Linda\_E.\_Lopinto@newyorklife.com if you have questions or comments in this regard.

Sincerely,  
Linda E. LoPinto

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Corporate Vice President  
Agency/Life Operations

Encl.

## Company and Contact

### Filing Contact Information

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

### Filing Company Information

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

## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation:  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
New York Life Insurance Company	\$50.00	04/26/2011	46962088

<i>SERFF Tracking Number:</i>	<i>NYLC-127139804</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>48588</i>
<i>Company Tracking Number:</i>	<i>211-20C</i>		
<i>TOI:</i>	<i>L07G Group Life - Whole</i>	<i>Sub-TOI:</i>	<i>L07G.111 Single Premium - Single Life</i>
<i>Product Name:</i>	<i>Asset Allocation Whole Life [refile]</i>		
<i>Project Name/Number:</i>	<i>Asset Allocation Whole Life [refile] /211-20C</i>		

## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved-Closed	Linda Bird	04/29/2011	04/29/2011

### Amendments

<b>Schedule</b>	<b>Schedule Item Name</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Supporting Document	Actuarial Memorandum	Robert Williams III	04/26/2011	04/26/2011
Supporting Document	Certification	Robert Williams III	04/26/2011	04/26/2011

*SERFF Tracking Number:* NYLC-127139804      *State:* Arkansas  
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*Product Name:* Asset Allocation Whole Life [refile]  
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## **Disposition**

Disposition Date: 04/29/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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<b>Schedule</b>	<b>Schedule Item</b>	<b>Schedule Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Flesch Certification		Yes
<b>Supporting Document</b>	Application		Yes
<b>Supporting Document</b>	Statement of Variability		Yes
<b>Supporting Document</b>	Certification		Yes
<b>Supporting Document</b>	Actuarial Memorandum		No
<b>Form</b>	Group Whole Life Insurance Certificate		Yes

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**Amendment Letter**

Submitted Date: 04/26/2011

**Comments:**

Please find the attached Actuarial Memorandum

**Changed Items:**

**Supporting Document Schedule Item Changes:**

**User Added -Name: Actuarial Memorandum**

Comment:

AD111 AAWL AM General 042111.pdf

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**Amendment Letter**

Submitted Date: 04/26/2011

**Comments:**

Please find the attached certification. Thank you and have a nice day.

**Changed Items:**

**Supporting Document Schedule Item Changes:**

**User Added -Name: Certification**

Comment:

AR Certif of Compliance.pdf

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## Form Schedule

**Lead Form Number: 211-20C.49**

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	211-20C.49	Certificate	Group Whole Life Insurance Certificate	Revised	Replaced Form #: Previous Filing #:	50.000	AR 211-20C.49 5.1.pdf

**GROUP POLICY NUMBER - -** LDGT-0001  
**GROUP POLICYHOLDER - -** US BANK TRUST, N.A., AS TRUSTEE OF THE NYLIFE SECURITIES ASSET  
ALLOCATION TRUST  
**ISSUED IN - -** STATE OF DELAWARE  
**COVERED INSURED- -** [JOHN DOE]  
**CERTIFICATE NUMBER- -** [00 000 000]  
**CERTIFICATE DATE- -** [FEBRUARY 14, 2011]

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

**This Certificate** is issued as evidence of coverage under the Group Policy.

**New York Life Insurance Company** will pay the benefits of this Certificate in accordance with its provisions. The pages that follow, including the Certificate Application and any riders or endorsements, are also a part of this Certificate.

**Right To Examine** Please examine your Certificate. Within 10 days after delivery, you can return it to New York Life Insurance Company, or to the agent through whom it was purchased, with a written request for a cancellation. Upon such a request, the Certificate will be void from the start, and a full premium refund for this Certificate will be made. The amount we refund will equal any premium paid (including payment made for any riders), less any loans.

**Premiums** The premiums payable for this Certificate are shown on the "Premium Schedule" Data Page. They are payable in accordance with the Premiums section. No premium payments can be made on or after the Scheduled Paid-Up Date shown on the "Premium Schedule" Data Page.

**Effective Date** The Effective Date is the date the first premium is paid and temporary coverage is obtained under a separate temporary coverage agreement. If no temporary coverage is obtained, the Effective Date is the date the Certificate is delivered and the first premium is paid.

**READ YOUR CERTIFICATE CAREFULLY FOR FULL DETAILS.**



President



Secretary

**GROUP WHOLE LIFE INSURANCE CERTIFICATE**

LIFE INSURANCE PROCEEDS PAYABLE AT COVERED INSURED'S DEATH.  
PREMIUM PAYMENTS FOR THIS CERTIFICATE ARE PAYABLE DURING THE COVERED INSURED'S  
LIFETIME, UNTIL SCHEDULED PAID-UP DATE SHOWN ON THE "PREMIUM SCHEDULE" DATA PAGE.  
NO PREMIUM PAYMENTS FOR THE CERTIFICATE ARE PAYABLE ON OR AFTER THE SCHEDULED PAID-  
UP DATE.  
THIS IS A PARTICIPATING CERTIFICATE THAT IS ELIGIBLE FOR DIVIDENDS.

**CERTIFICATE INFORMATION**

COVERED INSURED- [**JOHN DOE**]

AGE – [**35 MALE**]

CERTIFICATE NUMBER- [**00 000 000**]

CLASS OF RISK- [**STANDARD**]

CERTIFICATE DATE- [**FEBRUARY 14, 2011**]

DATE OF ISSUE- [**FEBRUARY 14, 2011**]

OWNER-[**COVERED INSURED**]

PLAN **ASSET ALLOCATION WHOLE LIFE (WHOLE LIFE WITH [12] YEAR PREMIUM PAYING PERIOD) WITH ACCELERATED BENEFITS (AB) AND PREMIUM DEPOSIT AND SPOUSE'S PAID-UP INSURANCE PURCHASE OPTION**

**AMOUNT**

**FACE AMOUNT**

***[\$50,000.00]***

**BENEFICIARY**

(subject to change) [**FIRST: MARY DOE, WIFE OF COVERED INSURED  
SECOND: JOHN DOE, JR., SON OF COVERED INSURED**]

SEE CONTINUATION OF PAGE 2

CERTIFICATE NUMBER- [00 000 000]

COVERED INSURED- [JOHN DOE]

**PREMIUM SCHEDULE**

**CERTIFICATE PREMIUM**

**PREMIUMS PAYABLE ON THE [ANNUAL] MODE**

BEGINNING AS OF

MO.	DAY	YEAR	PREMIUM
02	14	2011	[\$1,694.00]

PREMIUM PAYABLE ON EACH PREMIUM DUE DATE UNTIL

02	14	2023	<b>SCHEDULED PAID-UP DATE</b>
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**FOOTNOTES**

**ADDITIONAL INFORMATION**

THE INTEREST RATE REFERRED TO IN SECTION 7.14 IS 4% PER YEAR.

AFTER THE SCHEDULED PAID-UP CERTIFICATE DATE AND IF THE CERTIFICATE IS PAID-UP, THE LOAN INTEREST RATE MAY BE LESS THAN THE RATE DESCRIBED IN SECTION 4.3. THEREFORE, YOU SHOULD CONTACT CUSTOMER SERVICE TO FIND OUT THE RATE AVAILABLE TO YOU BEFORE INITIATING A LOAN. IN NO EVENT WILL THIS RATE BE LESS THAN THE GUARANTEED MINIMUM INTEREST RATE SET FORTH IN SECTION 4.3.

THE ELIGIBILITY REQUIREMENTS REFERRED TO IN SECTION 2.1 ARE THAT THE PERSON WHO PURCHASES THE CERTIFICATE AND THE COVERED INSURED MUST QUALIFY AS MEMBERS OF THE GROUP UNDER WHICH THE CERTIFICATE IS ISSUED.

DIVIDENDS DESCRIBED IN SECTION FIVE ARE NOT GUARANTEED TO BE PAID.

THE MORTALITY TABLES REFERRED TO IN SECTION 7.14 ARE THE COMMISSIONER'S 2001 STANDARD ORDINARY MALE/FEMALE DISTINCT AND COMPOSITE ULTIMATE TABLES OF MORTALITY, ANB.

**ADDITIONAL RIDER INFORMATION**

**PREMIUM DEPOSIT RIDER**

[AN INITIAL LUMP SUM DEPOSIT OF [\$15,673.96] IS NEEDED TO FUND THE PREMIUM DEPOSIT RIDER. THIS DEPOSIT AMOUNT APPLIES FOR 30 DAYS FROM THE DATE OF ISSUE SHOWN ON THE "CERTIFICATE INFORMATION" DATA PAGE.]

OR

[NO DEPOSIT WAS MADE UNDER THE PREMIUM DEPOSIT RIDER.]

UNLESS WAIVED, A FEE WILL BE DEDUCTED FROM A CASH WITHDRAWAL, AS DESCRIBED IN YOUR RIDER. THIS FEE CAN CHANGE BUT WILL NOT EXCEED 10% OF THE AMOUNT REMAINING IN THE PREMIUM DEPOSIT ACCOUNT.

THE MINIMUM EFFECTIVE ANNUAL INTEREST RATE REFERRED TO IN SECTION 3 OF THIS RIDER IS [3%].

TABLE OF GUARANTEED VALUES

OPTIONS UPON LAPSE

END OF CERTIFICATE YEAR	CASH VALUE	PAID-UP INSURANCE OR EXTENDED INSURANCE		END OF CERTIFICATE YEAR
		YEARS	DAYS	
1	\$1,034.00	\$4,750	13 52	1
2	2,244.50	9,950	21 218	2
3	3,455.00	14,800	26 189	3
4	4,716.00	19,500	29 363	4
5	6,022.00	24,050	32 314	5
6	7,256.00	28,000	34 326	6
7	8,550.50	31,900	36 260	7
8	9,892.50	35,650	38 128	8
9	11,294.00	39,350	39 355	9
10	12,755.50	43,000	41 299	10
11	14,268.00	46,500	44 121	11
12	15,858.50	****	** ***	12
13	16,383.50	****	** ***	13
14	16,925.00	****	** ***	14
15	17,484.50	****	** ***	15
16	18,060.00	****	** ***	16
17	18,651.00	****	** ***	17
18	19,255.00	****	** ***	18
19	19,872.00	****	** ***	19
20	20,499.00	****	** ***	20
AGE 60	23,778.00	****	** ***	AGE 60
AGE 65	27,262.50	****	** ***	AGE 65

This Table assumes premiums have been paid to the end of Certificate year 12. These values do not include any dividend accumulations, cash value of paid-up additional insurance or loans.

Values for the end of a Certificate year not shown will be provided on request.

**WE & YOU**

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

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

**CONTENTS**

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CERTIFICATE APPLICATION - Attached to the Certificate

RIDERS OR ENDORSEMENTS  
(IF ANY) - Attached to the Certificate

**Note:** This Certificate is issued as evidence of coverage under the Group Policy.  
**PLEASE READ THIS CERTIFICATE CAREFULLY FOR FULL DETAILS.**

## SECTION ONE - LIFE INSURANCE PROCEEDS

- 1.1 Life Insurance Proceeds** The proceeds payable under this Certificate include the face amount of this Certificate and the following (where applicable):
- Any paid-up additional insurance or dividends payable because of the Covered Insured's death, plus
  - Any part of a premium paid for the period after the month in which the Covered Insured dies, less
  - The premium for one month if the Covered Insured dies during a grace period, and less
  - Any outstanding loan and accrued loan interest.

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

The life insurance proceeds payable under this Certificate do not include any funds remaining in the Premium Deposit Account (if any) under the Premium Deposit Rider included in this Certificate.

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

## SECTION TWO - OWNER AND BENEFICIARY

- 2.1 Owner** The owner of this Certificate and the Covered Insured must meet the eligibility requirements for this insurance at the time this Certificate is issued. That owner is shown on the "Certificate Information" Data Page. In this Certificate, the words "you" and "your" refer to the owner. If the Certificate is owned by more than one person or entity, the words "you" and "your" refer to all current owners of the Certificate.
- 2.2 Successor Owner** A successor owner can be named in the Certificate Application, or in a form we provide. The form and any other requirements must be completed and signed by you. If you die before the successor owner, the successor owner will become the new owner. If no successor owner survives you and you die before the Covered Insured, your estate becomes the new owner.
- 2.3 Change Of Ownership** You can change the owner of this Certificate in a form we provide. The form and any other requirements must be completed and signed by you. This change will take effect as of the date you signed the form, subject to any payment we made or action we took before recording the change. When this change takes effect, all rights of ownership will pass to the new owner. Changing the owner or successor owner cancels any prior choice of owner or successor owner, but does not change the beneficiary.
- 2.4 Beneficiary** The beneficiary for any life insurance proceeds is the person or entity named in the Certificate Application, or in a notice you sign that gives us the information we need. If more than one beneficiary is named, they can be classed as first, second, and so on. If two or more are named in a class, their share in the proceeds is equal, unless you state otherwise. The stated shares will be paid to any first beneficiaries who survive the Covered Insured. If no first beneficiaries survive, payment will be made to any beneficiary surviving in the second class, and so on.

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

- 2.5 Change Of A Beneficiary** While the Covered Insured is living, you can change a beneficiary by notifying us in writing. The notice must be signed by you and include the Certificate number, the name of the Covered Insured, with the beneficiary designation clearly stated. This change will take effect as of the date you signed the notice, subject to any payment we made or action we took before recording the change. For example, if we make any payment before we record the change, we will not have to make the payment again.

## SECTION TWO - OWNER AND BENEFICIARY (Continued)

- 2.6 Simultaneous Death Of Covered Insured And Beneficiary** Unless stated otherwise in the Certificate or in your signed notice that is in effect at the Covered Insured's death, if any beneficiary dies at the same time as the Covered Insured or within 15 days after the Covered Insured but before we receive proof of the Covered Insured's death, we will pay the proceeds as though that beneficiary died first, subject to any payment that we made.

## SECTION THREE - PREMIUMS

- 3.1 Premium Payments** Each premium for this Certificate is payable once each year in United States currency, while the Covered Insured is living, on or before its due date, as shown on the "Premium Schedule" Data Page. Premiums are payable at our Home Office or at one of our Service Offices. The first premium may also be paid to any one of our authorized agents in exchange for a receipt signed by the President or Secretary of the Company and duly countersigned by you.
- 3.2 Grace Period** We allow 31 days from the due date for payment of every premium after the first premium. This is called a grace period. All insurance coverage continues during this grace period.

If a premium is not paid by the end of this grace period, this Certificate will lapse. All insurance will end if the Certificate's Cash Surrender Value, as defined in Section 4.1 below, is zero. Otherwise, the insurance can be continued only as stated in Section 3.3 (Options 1 or 2), but any insurance or benefits from riders or dividends will end at the time of lapse. If the Covered Insured dies during a grace period, we will reduce the life insurance proceeds by an amount equal to the premium for one month.

- 3.3 Options Upon Lapse** If premium payments are discontinued, you may elect one of the following three options. Unless you elect a different option within 60 days after the due date of the premium in default, the Certificate will continue under Option 1 Extended Insurance. If the Certificate's Cash Surrender Value is sufficient, insurance can be continued only if you elect Options 1 or 2.

**1. Extended Insurance** If the Certificate's Cash Surrender Value is sufficient at the time of lapse, it will continue as extended insurance. Extended insurance is level term insurance for which no more premiums are due. It is payable to the beneficiary when we have proof that the Covered Insured died after the end of the grace period and before the end of the term period. The amount of extended insurance will equal the face amount of this Certificate, plus the face amount of any paid-up additional insurance plus dividend accumulations, less any outstanding loan and accrued loan interest. No insurance or dividends will be provided after the end of the grace period.

We calculate the term period as of the due date of the overdue premium. We do this by applying the Cash Surrender Value of the Certificate at the net single premium rate for term insurance for the Covered Insured's age on that date. The term period is measured from that due date.

Extended Insurance has no loan value and is not eligible for dividends. It can be surrendered at any time for its remaining cash value. All insurance will end when you send us your signed request for this cash value.

The amount of extended insurance might be less than or equal to the amount of paid-up insurance available, or the "Table of Guaranteed Values" Data Page might show that extended insurance is not available. In these cases, the Certificate will continue under the paid-up insurance option instead.

## SECTION THREE – PREMIUMS (Continued)

**2. Paid-Up Insurance** Instead of extended insurance, paid-up life insurance can be elected. Paid-up insurance begins as of the date we record your notice electing it, or at the end of the grace period if later. No more premiums are due for this insurance. It is payable to the beneficiary when we have proof that the Covered Insured died while this paid-up insurance option was in effect.

We calculate the amount of paid-up insurance as of the due date of the overdue premium. We do this by applying the Cash Surrender Value of the Certificate at the net single premium rate for the Covered Insured's age on that date. In most cases, this amount will be less than the face amount of this Certificate. No insurance or benefits from riders will be provided after this paid-up insurance option goes into effect.

Paid-up insurance has cash value and loan value, and is eligible for dividends. It can be surrendered at any time for its Cash Surrender Value. This insurance will end when you send us your signed request for the Cash Surrender Value.

**3. Surrender For Cash** Instead of extended insurance or paid-up insurance, you can surrender this Certificate for its Cash Surrender Value. All insurance will end when you send us your signed request for the Cash Surrender Value.

- 3.4 Reinstatement** Within 5 years after this Certificate has lapsed, you can apply, in writing, to reinstate the Certificate (and any other benefits provided by riders) if you did not surrender it. If the required payment is made within 31 days after the end of the grace period, no proof of insurability is required. The Covered Insured must be living when we receive the required payment. If payment is not made within that 31-day period, you must provide proof of insurability that is acceptable to us when you apply for reinstatement.

To reinstate this Certificate, all overdue premiums must be paid, with interest at 6% per year from each of their due dates. If we declare a loan interest rate of less than 6%, the interest rate for all overdue premiums at the time of reinstatement will be the same as the loan interest rate. Any outstanding loan and accrued loan interest, and any loan deducted when we determined the extended or paid-up insurance, must also be repaid. Interest on the loan will be compounded once each year and will be based on the loan interest rate or rates that were in effect since the time of lapse. All or part of these payments can be charged as a new outstanding loan if there is enough loan value.

- 3.5 Premium Adjustment At Death** We will increase the life insurance proceeds by any part of a premium paid for the period after the month in which the Covered Insured dies.

## SECTION FOUR – CASH VALUE AND LOANS

- 4.1 Cash Value** Guaranteed cash values for this Certificate at the end of selected years are as shown in the Table of Guaranteed Values Certificate Data page, if premiums have been paid as called for in the Premiums section. These values do not include the cash value of any paid-up additional insurance or dividend accumulations, and they do not reflect any outstanding loan. In addition, these values do not include any lump sum deposit made (if any) or remaining under the Premium Deposit Rider attached to this Certificate. Guaranteed cash value at other times depends on the date to which premiums have been paid, and on how much time has passed since the last Certificate anniversary.

**Total Cash Value** The Total Cash Value for this Certificate is equal to the guaranteed cash value, plus the cash value of any paid-up additional insurance plus dividend accumulations. When you ask us, we will tell you how much Total Cash Value there is.

**Cash Surrender Value** You can surrender this Certificate at any time for its Cash Surrender Value. The Cash Surrender Value is the amount payable to you upon surrender of this Certificate. It is equal to the Total Cash Value, less any outstanding loan and accrued loan interest. We will pay the Cash Surrender Value in one sum.

## SECTION FOUR – CASH VALUE AND LOANS (Continued)

We can defer paying the Cash Surrender Value for up to 6 months after the date of surrender. Interest will be paid on any amount deferred for 30 days or more. We set the interest rate each year. This rate will not be less than the rate required by law. All insurance will end when you send us your signed request for Cash Surrender Value.

- 4.2 Loan Value** You can borrow any amount up to the loan value of this Certificate using this Certificate as sole security. On a Certificate anniversary, on a premium due date, or during the grace period, the loan value is the Cash Surrender Value. At any other time, the loan value is the amount that, with interest, will equal the loan value on the next anniversary or on the next premium due date, if earlier. Extended insurance has no loan value.

We will require that you sign a loan agreement. We can defer a loan under this Certificate, except to pay a premium due us for as long as 6 months after we receive your loan request.

- 4.3 Loan Interest** The loan interest rate for this Certificate is 8% per year, unless we set a lower rate for any period. Loan interest for this Certificate accrues each day, but we compound it once each year. It is due on the anniversary, the date of death, surrender, a lapse, a loan increase or loan repayment or any other date we specify. Loan interest not paid when due will become part of the loan under this Certificate and will also bear interest.

- 4.4 Automatic Premium Loan (APL)** If elected, APL provides an automatic loan under this Certificate that pays an overdue premium at the end of the grace period. This is subject to 2 conditions. First, the loan value under this Certificate must be enough to pay that premium. Second, if premiums have been paid by APL for 2 years in a row, the next premium will not be paid by APL. After a premium is paid other than by APL, before the end of the grace period, premiums can again be paid by APL.

APL can be elected in the Certificate Application. You can also elect APL in your signed notice. We must receive that notice before the end of the grace period. You can cancel this election for future premiums by telling us in your signed notice.

- 4.5 Loan Repayments** All or part of an outstanding loan and accrued loan interest under this Certificate can be repaid before the Covered Insured's death or before you surrender the Certificate. We will deduct any outstanding loan and accrued loan interest under this Certificate when the Certificate proceeds are paid.

If the Certificate is being continued as extended or paid-up insurance, any loan that we deducted in determining that insurance can be repaid only if the Certificate is reinstated. However, if that loan is not repaid, we will not deduct it again when the life insurance proceeds are payable under extended or paid-up insurance.

- 4.6 When Outstanding Loan Exceeds Loan Value Under This Certificate** In a given Certificate year, the outstanding loan and accrued loan interest might exceed the Total Cash Value of the Certificate. In that event, we will mail a notice to you at your last known address, and a copy to the last known assignee on our records. All insurance will end 31 days after the date on which we mail that notice, if the excess of the outstanding loan and accrued loan interest over the Total Cash Value is not paid within that 31 days.

## SECTION FIVE - DIVIDENDS

**5.1 Annual Dividend** While this Certificate is in effect, except as extended insurance, it is eligible to share in our divisible surplus. Each year we determine the Certificate's share, if any. This share is payable as a dividend on the Certificate anniversary, if all premiums due before then have been paid. It is unlikely that a dividend will be payable on this Certificate before the second anniversary.

**5.2 Dividend Options** Each dividend can be applied under one of the four options listed below. An option can be elected in the Certificate Application. You can also elect or change the option for future dividends if you tell us in your signed notice.

**1. Paid-Up Additional Insurance** Applied to provide paid-up life insurance at the net single premium rate for the Covered Insured's age at that time. No more premiums are due for this insurance. It has cash value and loan value and is eligible for dividends. Before the Covered Insured's death, you can surrender paid-up additional insurance for its Cash Surrender Value. The amount of this insurance in effect at the Covered Insured's death will be part of the life insurance proceeds.

**2. Dividend Accumulation** Left with us to accumulate at interest. On each Certificate anniversary, we credit interest at the rate we set each year. This rate will be at least the rate required by law. Before the Covered Insured's death, you can withdraw accumulations that have not been borrowed against, with interest to the date of withdrawal. Any accumulations that we still have at the Covered Insured's death will be added to the life insurance proceeds.

**3. Premium Payment** Applied toward payment of a premium, provided that the balance of any funds remaining in the Premium Deposit Account under the Premium Deposit Rider attached to this Certificate are used to pay that premium first. Any part of the dividend not needed to pay the premium will be used to pay any accrued loan interest due, unless you have asked to have that part of the dividend paid in cash. Any part of the dividend not needed to pay a premium or accrued loan interest will be paid in cash.

**4. Cash** Paid in cash.

**5.3 Automatic Dividend Option** If no other option is in effect when a dividend becomes payable, we will apply it as paid-up additional insurance. If we pay a dividend in cash and the dividend check is not cashed within one year after that dividend became payable, we will use it to purchase paid-up additional insurance instead.

## SECTION FIVE - DIVIDENDS (Continued)

- 5.4 **Dividend At Death** The part of any annual dividend earned from the last Certificate anniversary to the end of the month in which the Covered Insured dies will be added to the life insurance proceeds.

## SECTION SIX - PAYMENT OF PROCEEDS

- 6.1 **Payment Of Certificate Proceeds** The proceeds of this Certificate will bear interest computed daily from the date of the Covered Insured's death to the date of payment. We set the interest rate each year. This rate will not be less than the rate required by law.

## SECTION SEVEN - GENERAL PROVISIONS

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

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

- 7.4 **Suicide Of The Covered Insured** Suicide of the Covered Insured, while sane or insane, within 2 years of the Date of Issue, is not covered by this Certificate. In that event, this Certificate will end and the only amount payable will be the premiums paid to us, less any outstanding loan and accrued loan interest.

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

- 7.5 **Certificate Date** The Certificate Date will be the Effective Date, as shown on the cover page of this Certificate. It will be the date from which premiums are calculated and become due. The Certificate Date is also the date from which Certificate years, months and anniversaries are measured, unless otherwise stated.

Both the Certificate Date and the Date of Issue are shown on the "Certificate Information" Data Page.

## SECTION SEVEN - GENERAL PROVISIONS (Continued)

- 7.6 Calculation Of Age** Unless stated otherwise, the Covered Insured's age is the age on the birthday nearest the Certificate Date, and is shown on the "Certificate Information" Data Page. The Covered Insured's attained age is the age on the "Certificate Information" Data Page plus the number of Certificate years completed since the Certificate Date.
- 7.7 Misstatement Of Age Or Gender** If the age or gender of an insured person is incorrectly stated in the Certificate Application, the life insurance proceeds payable will be what the premiums paid would have purchased at the correct age and gender.
- 7.8 Certificate Changes** If we agree, you can have riders added to, or have the face amount of the Certificate changed to a smaller amount of insurance if it meets our minimum amount requirements.
- 7.9 Assignment** While the Covered Insured is living, you can assign this Certificate or any interest in it. If you do this, your interest, and anyone else's, is subject to that of the assignee. As owner, you still have the rights of ownership that have not been assigned.

You must provide us with a copy of the assignment. We are not responsible for the validity of any assignment. Any assignment will be subject to any payment we make or other action we take before we record the assignment.

An assignee cannot change the owner or beneficiary of this Certificate. Any amount payable to the assignee will be paid in one sum.

- 7.10 Protection Against Creditors** Payments we make under this Certificate are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditors.
- 7.11 Payments To Company** Any payment made to us by check or money order must be payable to New York Life Insurance Company. When asked, we will provide a countersigned receipt, signed by our President or Secretary, for any premium paid to us.
- 7.12 Conformity With Law** This Certificate is subject to the law of the State where the Group Policy is issued and all other laws that apply. We reserve the right to make changes to this Certificate or to adjust Certificate values to ensure this Certificate at all times qualifies as life insurance for federal income tax purposes.
- 7.13 Basis For Computation Of Certificate Values** All cash values, net single premium rates and extended insurance rates referred to in this Certificate are based on the mortality tables shown on the "Additional Information" Data Page. Continuous functions are used, with interest as stated on that Data page.

At any time, the guaranteed cash value of any extended or paid-up insurance is their respective net single premium.

We have filed a statement with the insurance official in the state or district in which the Group Policy is issued. It describes, in detail, the method we used to compute these cash values. Each value is at least as much as the law requires.

## SECTION SEVEN - GENERAL PROVISIONS (Continued)

**7.14 Covered Insured's Age 121 Anniversary** On the Certificate anniversary when the Covered Insured is age 121,

- The guaranteed cash value will equal the Certificate's face amount, as shown on the "Certificate Information" Certificate Data page.
- Loan interest will continue to accrue at the current loan interest rate, but no new loans can be requested.
- The Certificate continues to be eligible for dividends, as described in the Dividends section.
- All insurance or benefits from riders still in effect will end.
- You have the option to surrender the Certificate for its Cash Surrender Value by submitting to us a signed written request that gives us the information we need.

This Certificate may not qualify as life insurance after the Covered Insured's attained age 121 under federal tax law and the Certificate may be subject to adverse tax consequences. You should consult your Tax Advisor before choosing to continue the Certificate after age 121.

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

# **New York Life Insurance Company** (A Mutual Company Founded in 1845)

51 Madison Avenue  
New York, N.Y. 10010  
(212) 576-7000

## **GROUP WHOLE LIFE INSURANCE CERTIFICATE**

LIFE INSURANCE PROCEEDS PAYABLE AT COVERED INSURED'S DEATH.  
PREMIUM PAYMENTS FOR THIS CERTIFICATE ARE PAYABLE DURING THE COVERED INSURED'S  
LIFETIME, UNTIL SCHEDULED PAID-UP DATE SHOWN ON THE "PREMIUM SCHEDULE" DATA PAGE.  
NO PREMIUM PAYMENTS FOR THE CERTIFICATE ARE PAYABLE ON OR AFTER THE SCHEDULED PAID-  
UP DATE.  
THIS IS A PARTICIPATING CERTIFICATE THAT IS ELIGIBLE FOR DIVIDENDS.

SERFF Tracking Number: NYLC-127139804 State: Arkansas  
 Filing Company: New York Life Insurance Company State Tracking Number: 48588  
 Company Tracking Number: 211-20C  
 TOI: L07G Group Life - Whole Sub-TOI: L07G.111 Single Premium - Single Life  
 Product Name: Asset Allocation Whole Life [refile]  
 Project Name/Number: Asset Allocation Whole Life [refile] /211-20C

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification		
<b>Comments:</b>		
<b>Attachment:</b> Readability Cert - G.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Application		
<b>Comments:</b> Applications 211-528AR, 21620.201, 22922, were approved under NYLC-126930028 on 03/02/2011.		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Statement of Variability		
<b>Comments:</b>		
<b>Attachments:</b> CERTIFICATE statement of variability-G 5.1.pdf CERTIFICATE Annotated DPgs 5.1.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Certification		
<b>Comments:</b>		
<b>Attachment:</b> AR Certif of Compliance.pdf		

**NEW YORK LIFE INSURANCE COMPANY**

**READABILITY CERTIFICATION**

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

**NEW YORK LIFE INSURANCE COMPANY**

*Linda E. LoPinto*

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**Signature**

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**Linda E. LoPinto**

**Name**

---

**Corporate Vice President**

**Title**

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**April 26, 2011**

**Date**

**NEW YORK LIFE INSURANCE COMPANY**

**Flesch Scores for forms submitted with this filing are:**

<b><u>Form No.</u></b>	<b><u>Flesch Score</u></b>
211-20C	50

New York Life Insurance Company  
Memorandum of Variable Material for form: 211-20C  
Whole Life Certificate

Variable material is bracketed, bolded and italicized in the Data Pages

- #1: Insured's name as it appears on application
- #2: 18-65; Male or Female
- #3: As automated systems assign
- #4: NON-SMOKER  
STANDARD
- #5: The Issue Date unless specifically provided for in application
- #6: The Date issued
- #7: Owner's name as it appears on application
- #8: Year the Certificate is considered paid-up with no more premiums due - 12<sup>th</sup> year
- #9: Only displays when Certificate is issued with Accelerated Benefits (AB) rider if selected on the application.
- #10: \$25,000-\$250,000
- #11: Beneficiary as designated in the application
- #12: Modes available are: ANNUAL
- #13: Same as #5
- #14: Vary by issue age, gender, class of risk, and the face amount applicable to the Base Certificate. The minimum is \$562.50, and the maximum is \$22,677.50.
- #15: Date the Certificate is considered paid-up, 12<sup>th</sup> year
- #16a:Footnote displays when an amount is paid to fund the Premium Deposit Rider. The minimum is \$5,767.10 and the maximum is \$232,503.88.
- #16b:Footnote displays when no money is received to fund the Premium Deposit Rider.
- #16c:Guaranteed interest rate of 3% for the Premium Deposit Rider.
- #17: Vary by issue age, gender, and the face amount applicable to the Base Certificate. The minimum is \$294.92, and the maximum is \$250,000.

The company officer signatures on the front cover are bracketed as variable material, however they will only be changed if a new Secretary or President is elected to that position.

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

**CERTIFICATE INFORMATION**

COVERED INSURED- #1[*JOHN DOE*]

AGE - #2[*35 MALE*]

CERTIFICATE NUMBER- #3 [*00 000 000*]

CLASS OF RISK- #4[*STANDARD*]

CERTIFICATE DATE- #5[*FEBRUARY 14, 2011*]

DATE OF ISSUE- #6[*FEBRUARY 14, 2011*]

OWNER- #7[*COVERED INSURED*]

PLAN ASSET ALLOCATION WHOLE LIFE (WHOLE LIFE WITH #8[*12*] YEAR PREMIUM PAYING PERIOD) WITH #9[*ACCELERATED BENEFITS (AB) AND*] PREMIUM DEPOSIT AND SPOUSE'S PAID-UP INSURANCE PURCHASE OPTION

AMOUNT

FACE AMOUNT

#10\$[*50,000.00*]

**BENEFICIARY**

(subject to change) #11[*FIRST: MARY DOE, WIFE OF COVERED INSURED  
SECOND: JOHN DOE, JR., SON OF COVERED INSURED*]

SEE CONTINUATION OF PAGE 2

NEW YORK LIFE INSURANCE COMPANY  
CERTIFICATE DATA PAGE 2

CERTIFICATE NUMBER- #3[00 000 000]

COVERED INSURED- #1[JOHN DOE]

### PREMIUM SCHEDULE

#### CERTIFICATE PREMIUM

PREMIUMS PAYABLE ON THE #12[ANNUAL] MODE

BEGINNING AS OF

MO.	DAY	YEAR	PREMIUM
#13	02 14	2011	#14\$[1,694.00]

PREMIUM PAYABLE ON EACH PREMIUM DUE DATE UNTIL

#15	02 14	2023	SCHEDULED PAID-UP DATE
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#### FOOTNOTES

CERTIFICATE NUMBER-#3 [00 000 000]

COVERED INSURED- #1[JOHN DOE]

### ADDITIONAL INFORMATION

THE INTEREST RATE REFERRED TO IN SECTIONS 4.4 AND 7.14 IS 4% PER YEAR.

AFTER THE SCHEDULED PAID-UP CERTIFICATE DATE AND IF THE CERTIFICATE IS PAID-UP, THE LOAN INTEREST RATE MAY BE LESS THAN THE RATE DESCRIBED IN SECTION 4.4. THEREFORE, YOU SHOULD CONTACT CUSTOMER SERVICE TO FIND OUT THE RATE AVAILABLE TO YOU BEFORE INITIATING A LOAN. IN NO EVENT WILL THIS RATE BE LESS THAN THE GUARANTEED MINIMUM INTEREST RATE SET FORTH IN SECTION 4.4.

THE ELIGIBILITY REQUIREMENTS REFERRED TO IN SECTION 2.1 ARE THAT THE PERSON WHO PURCHASES THE CERTIFICATE AND THE COVERED INSURED MUST QUALIFY AS MEMBERS OF THE GROUP UNDER WHICH THE CERTIFICATE IS ISSUED.

DIVIDENDS DESCRIBED IN SECTION FIVE ARE NOT GUARANTEED TO BE PAID.

THE MORTALITY TABLES REFERRED TO IN SECTION 7.14 ARE THE COMMISSIONER'S 2001 STANDARD ORDINARY MALE/FEMALE DISTINCT AND COMPOSITE ULTIMATE TABLES OF MORTALITY, ANB.

### ADDITIONAL RIDER INFORMATION

#### PREMIUM DEPOSIT RIDER

#16a[AN INITIAL LUMP SUM DEPOSIT OF [\$15,673.96] IS NEEDED TO FUND THE PREMIUM DEPOSIT RIDER. THIS DEPOSIT AMOUNT APPLIES FOR 30 DAYS FROM THE DATE OF ISSUE SHOWN ON THE "CERTIFICATE INFORMATION" DATA PAGE. ]

OR

#16b[NO DEPOSIT WAS MADE UNDER THE PREMIUM DEPOSIT RIDER.]

UNLESS WAIVED, A FEE WILL BE DEDUCTED FROM A CASH WITHDRAWAL, AS DESCRIBED IN YOUR RIDER. THIS FEE CAN CHANGE BUT WILL NOT EXCEED 10% OF THE AMOUNT REMAINING IN THE PREMIUM DEPOSIT ACCOUNT.

THE MINIMUM EFFECTIVE ANNUAL INTEREST RATE REFERRED TO IN SECTION 3 OF THIS RIDER IS #16c[3%].

NEW YORK LIFE INSURANCE COMPANY  
CERTIFICATE DATA PAGE 2(Cont.)

CERTIFICATE NUMBER- #3 [00 000 000]

COVERED INSURED- #1[JOHN DOE]

TABLE OF GUARANTEED VALUES

OPTIONS UPON LAPSE

END OF CERTIFICATE YEAR	CASH VALUE	PAID-UP INSURANCE OR EXTENDED INSURANCE		END OF CERTIFICATE YEAR	
		YEARS	DAYS		
1	#17[\$1,034.00	\$4,750	13	52	1
2	2,244.50	9,950	21	218	2
3	3,455.00	14,800	26	189	3
4	4,716.00	19,500	29	363	4
5	6,022.00	24,050	32	314	5
6	7,256.00	28,000	34	326	6
7	8,550.50	31,900	36	260	7
8	9,892.50	35,650	38	128	8
9	11,294.00	39,350	39	355	9
10	12,755.50	43,000	41	299	10
11	14,268.00	46,500	44	121	11
12	15,858.50	****	**	***	12
13	16,383.50	****	**	***	13
14	16,925.00	****	**	***	14
15	17,484.50	****	**	***	15
16	18,060.00	****	**	***	16
17	18,651.00	****	**	***	17
18	19,255.00	****	**	***	18
19	19,872.00	****	**	***	19
20	20,499.00	****	**	***	20
AGE 60	23,778.00	****	**	***	AGE 60
AGE 65	27,262.50	****	**	***	AGE 65

This Table assumes premiums have been paid to the end of Certificate year 12. These values do not include any dividend accumulations, cash value of paid-up additional insurance or loans.

Values for the end of a Certificate year not shown will be provided on request.

NEW YORK LIFE INSURANCE COMPANY  
CERTIFICATE DATA PAGE 2A

## Certificate of Compliance

Insurer: New York Life Insurance Company

Form Number(s): 211-20C.49

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements Regulation 19, Regulation 49, and Code Ann. 23-79-138. I hereby certify that we are in compliance with Regulation 34 regarding mandatory policy provisions and disclosure requirements.



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Signature of Company Officer

Linda E. LoPinto

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Name

Corporate Vice President

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Title

4/26/11

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Date