Filing at a Glance

Company: New York Life Insurance and Annuity Corporation

Product Name: GLIA Applications	SERFF Tr Num: NYLA-127285453	State: Arkansas
TOI: A05I Individual Annuities- Immediate Non-Variable	SERFF Status: Closed-Approved-Closed	State Tr Num: 49188
Sub-TOI: A05I.000 Annuities - Immediate Non-variable	Co Tr Num: 211-A102	State Status: Approved-Closed
Filing Type: Form		Reviewer(s): Linda Bird
	Authors: Rosanna Castaldi, Rina Zornetsky, Francine Levy	Disposition Date: 07/06/2011
	Date Submitted: 06/30/2011	Disposition Status: Approved-Closed
Implementation Date Requested:		Implementation Date:

State Filing Description:

General Information

Project Name: GLIA Applications	Status of Filing in Domicile: Pending
Project Number: 211-A102	Date Approved in Domicile:
Requested Filing Mode:	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Individual Market Type:
Overall Rate Impact:	Filing Status Changed: 07/06/2011
	State Status Changed: 07/06/2011
Deemer Date:	Created By: Rosanna Castaldi
Submitted By: Francine Levy	Corresponding Filing Tracking Number:

Filing Description:

This filing consists of two single premium individual immediate fixed annuity applications.

Company and Contact

Filing Contact Information

Rosanna Castaldi, Contract Consultant	Rosanna_Castaldi@newyorklife.com

1 Rockwood Road
3N844
Sleepy Hollow, NY 10591

914-846-3105 [Phone]
914-846-4133 [FAX]

Filing Company Information

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

Filing Fees

Fee Required?	Yes
Fee Amount:	$150.00
Retaliatory?	Yes
Fee Explanation:	$50/application. Three applications 3x$50 = $150.00
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
New York Life Insurance and Annuity Corporation	$150.00	06/30/2011	49280290

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	07/06/2011	07/06/2011

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Individual Single Premium Immediate Fixed Annuity	Francine Levy	07/01/2011	07/01/2011
Form	Individual Single Premium Immediate Fixed Annuity	Francine Levy	07/01/2011	07/01/2011

SERFF Tracking Number:	*NYLA-127285453*	*State:*	*Arkansas*
Filing Company:	*New York Life Insurance and Annuity Corporation*	*State Tracking Number:*	*49188*
Company Tracking Number:	*211-A102*		
TOI:	*A05I Individual Annuities- Immediate Non-Variable*	*Sub-TOI:*	*A05I.000 Annuities - Immediate Non-variable*
Product Name:	*GLIA Applications*		
Project Name/Number:	*GLIA Applications/211-A102*		

Disposition

Disposition Date: 07/06/2011
Implementation Date:
Status: Approved-Closed
Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	*NYLA-127285453*	*State:*	*Arkansas*
Filing Company:	*New York Life Insurance and Annuity Corporation*	*State Tracking Number:*	*49188*
Company Tracking Number:	*211-A102*		
TOI:	*A05I Individual Annuities- Immediate Non-Variable*	*Sub-TOI:*	*A05I.000 Annuities - Immediate Non-variable*
Product Name:	*GLIA Applications*		
Project Name/Number:	*GLIA Applications/211-A102*		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Cover Letter		Yes
Supporting Document	Certificate of Compliance		Yes
Supporting Document	Statements of Variablilty		Yes
Form	Individual Single Premium Immediate Fixed Annuity		Yes
Form *(revised)*	Individual Single Premium Immediate Fixed Annuity		Yes
Form	Individual Single Premium Immediate Fixed Annuity	Replaced	Yes
Form *(revised)*	Individual Single Premium Immediate Fixed Annuity		Yes
Form	Individual Single Premium Immediate Fixed Annuity	Replaced	Yes

Amendment Letter

Submitted Date: 07/01/2011

Comments:

Mnor revisions made to bracketing on applications 211-A109 and 211-A110.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
211-A109	Application/Enrollment Form	Individual Single Premium Immediate Fixed Annuity	Initial					Application 211-A109.pdf
211-A110	Application/Enrollment Form	Individual Single Premium Immediate Fixed Annuity	Initial					Application 211-A110.pdf

SERFF Tracking Number:	*NYLA-127285453*	*State:*	*Arkansas*
Filing Company:	*New York Life Insurance and Annuity Corporation*	*State Tracking Number:*	*49188*
Company Tracking Number:	*211-A102*		
TOI:	*A05I Individual Annuities- Immediate Non-Variable*	*Sub-TOI:*	*A05I.000 Annuities - Immediate Non-variable*
Product Name:	*GLIA Applications*		
Project Name/Number:	*GLIA Applications/211-A102*		

Form Schedule

Lead Form Number: 211-A102

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	211-A102	Application/ Enrollment Form	Individual Single Premium Immediate Fixed Annuity	Initial			Application 211-A102.pdf
	211-A109	Application/ Enrollment Form	Individual Single Premium Immediate Fixed Annuity	Initial			Application 211-A109.pdf
	211-A110	Application/ Enrollment Form	Individual Single Premium Immediate Fixed Annuity	Initial			Application 211-A110.pdf

APPLICATION FOR
Individual Single Premium Immediate Fixed Annuities
[New York Life Guaranteed Lifetime Income Annuity or Fixed Period Annuity]
New York Life Insurance and Annuity Corporation (NYLIAC) (A Delaware Corporation)

Executive Office: [51 Madison Avenue, New York, NY 10010] **Home Office:** [200 Continental Drive, Suite 306, Newark, DE 19713]

Please print or type

Section 1	**PRODUCT SELECTION** **Select ONE product**

[☒ Guaranteed Lifetime Income Annuity ☐ Fixed Period Annuity]

Section 2	**OWNER**	
OWNER TYPE ☒ Individual ☐ Joint Tenants ☐ UTMA/UGMA ☐ Guardianship ☐ Corporation ☐ Grantor Trust ☐ Trust ☐ Partnership ☐ Other:	☒ Mr. ☐ Mrs. ☐ Ms. ☐ Miss ☐ Dr.	☒ Male ☐ Female

FIRST NAME OR TRUST/CORPORATION NAME	MIDDLE	LAST NAME	SUFFIX
John	**J.**	**Doe**	

COUNTRY OF CITIZENSHIP ☒ U.S. ☐ Other:	SOCIAL SECURITY OR TAX I.D. NUMBER **111-11-1111**	☐ Exempt ☐ Applied For

DATE OF BIRTH (MM/DD/YYYY)	DATE OF TRUST AND STATE	RELATIONSHIP TO ANNUITANT
01/01/1946		☒ Self ☐ Spouse ☐ Other:
DAYTIME PHONE NUMBER	EVENING PHONE NUMBER	E-MAIL ADDRESS
(111) 222-3333	**(111) 222-3334**	**JohnDoe@anywhere.com**

MAILING ADDRESS (If mailing address is different than residence address or P.O. Box, please provide residence address below.)

STREET OR P.O. BOX	CITY	STATE	ZIP CODE
123 Maine Street	**Anywhere**	**DE**	

RESIDENCE ADDRESS

STREET	CITY	STATE	ZIP CODE

SUCCESSOR OWNER

Non-Qualified plans: If the Owner and Annuitant are different, a Successor Owner may be named to become the new Owner if the Owner dies while an Annuitant is living. If you do not name a Successor Owner, the Owner's estate is the default Successor Owner. **To name the Annuitant in Section 4 as Successor Owner, please check here ☐.** To name a different Successor Owner, use Section 15 (see instructions for required information). **For jointly owned policies,** the Successor Owner becomes the new Owner at the death of the last surviving Owner.

Qualified plans: For joint life policies, the Joint Annuitant is the Successor Owner.

Section 3	**JOINT OWNER** **Non-Qualified only. Unless otherwise specified in Section 15, ownership will be joint with right of survivorship.**

JOINT OWNER TYPE ☐ Individual ☐ Guardianship ☐ UTMA/UGMA	☐ Mr. ☐ Mrs. ☐ Ms. ☐ Miss ☐ Dr.	☐ Male ☐ Female

FIRST NAME	MIDDLE	LAST NAME	SUFFIX

COUNTRY OF CITIZENSHIP ☐ U.S. ☐ Other:	SOCIAL SECURITY OR TAX I.D. NUMBER	☐ Exempt ☐ Applied For

DATE OF BIRTH (MM/DD/YYYY)	RELATIONSHIP TO ANNUITANT ☐ Self ☐ Spouse ☐ Other:	
DAYTIME PHONE NUMBER	EVENING PHONE NUMBER	E-MAIL ADDRESS

MAILING ADDRESS (If mailing address is different than residence address or P.O. Box, please provide residence address below.)

STREET OR P.O. BOX	CITY	STATE	ZIP CODE

RESIDENCE ADDRESS

STREET	CITY	STATE	ZIP CODE

Section 4	ANNUITANT Proof of Age Required. Please complete if the Annuitant is not the Owner or Joint Owner.		
FIRST NAME	MIDDLE	LAST NAME	SUFFIX
COUNTRY OF CITIZENSHIP ☐ U.S. ☐ Other:	SOCIAL SECURITY OR TAX I.D. NUMBER	☐ Exempt ☐ Applied For	
☐ Male ☐ Female	DATE OF BIRTH (MM/DD/YYYY)		
DAYTIME PHONE NUMBER	EVENING PHONE NUMBER	E-MAIL ADDRESS	
RESIDENCE ADDRESS (Required)			
STREET	CITY	STATE	ZIP CODE

Section 5	JOINT ANNUITANT Proof of Age Required. Complete for Joint Lifetime Income Annuities only. Please complete if Joint Annuitant is not the Owner or Joint Owner.		
Check One: ☐ Owner ☐ Joint Owner ☐ Other (Complete Below)			
FIRST NAME	MIDDLE	LAST NAME	SUFFIX
COUNTRY OF CITIZENSHIP ☐ U.S. ☐ Other:	SOCIAL SECURITY OR TAX I.D. NUMBER	☐ Exempt ☐ Applied For	
☐ Male ☐ Female	DATE OF BIRTH (MM/DD/YYYY)	RELATIONSHIP TO ANNUITANT ☐ Spouse ☐ Non-Spouse	
DAYTIME PHONE NUMBER	EVENING PHONE NUMBER	E-MAIL ADDRESS	
RESIDENCE ADDRESS (Required)			
STREET	CITY	STATE	ZIP CODE

Section 6	PAYEE		
Percentage: 100 % (Enter a percentage distribution for Payee named below.) **NOTE: If more than one Payee, list information for each additional Payee in Section 15 and indicate percentage of distribution for each. If more than one Payee and no percentage(s) are provided, payment will be divided equally. PERCENTAGES FOR ALL PAYEES MUST TOTAL 100%.**			
Check one: ☒ Owner ☐ Joint Owner ☐ Annuitant ☐ Joint Annuitant ☐ Other (complete below)			
FIRST NAME	MIDDLE	LAST NAME	SUFFIX
COUNTRY OF CITIZENSHIP ☐ U.S. ☐Other:	SOCIAL SECURITY OR TAX I.D. NUMBER	☐ Exempt ☐ Applied For	
DATE OF BIRTH (MM/DD/YYYY)	DAYTIME PHONE NUMBER	EVENING PHONE NUMBER	
MAILING ADDRESS (Required)			
STREET	CITY	STATE	ZIP CODE

Section 7	BENEFICIARY DESIGNATION Leave Blank for Life Only Plans. Note: Primary and Contingent designations must each total 100%. If no percentage(s) are provided, benefits will be divided equally. Please use Section 15 to enter additional Beneficiary information.	
PRIMARY BENEFICIARY'S FULL NAME/ENTITY NAME **Jane J. Doe**	RELATIONSHIP TO OWNER **Spouse**	
SOCIAL SECURITY NUMBER OR TAX I.D. NUMBER **222-22-2222**	DATE OF BIRTH (MM/DD/YYYY) **01/01/1945**	PERCENTAGE **100** %
PRIMARY BENEFICIARY'S FULL NAME/ENTITY NAME	RELATIONSHIP TO OWNER	
SOCIAL SECURITY NUMBER OR TAX I.D. NUMBER	DATE OF BIRTH (MM/DD/YYYY)	PERCENTAGE %

CONTINGENT BENEFICIARY'S FULL NAME/ENTITY NAME	RELATIONSHIP TO OWNER	
SOCIAL SECURITY NUMBER OR TAX I.D. NUMBER	DATE OF BIRTH (MM/DD/YYYY)	PERCENTAGE %
CONTINGENT BENEFICIARY'S FULL NAME/ENTITY NAME	RELATIONSHIP TO OWNER	
SOCIAL SECURITY NUMBER OR TAX I.D. NUMBER	DATE OF BIRTH (MM/DD/YYYY)	PERCENTAGE %

Uniform Transfers/Gifts to Minors (UTMA/UGMA) – Complete for a beneficiary who is a minor.

NAME OF CUSTODIAN	
NAME OF MINOR	MINOR'S STATE OF RESIDENCE
NAME OF CUSTODIAN	
NAME OF MINOR	MINOR'S STATE OF RESIDENCE

Section 8 — ANNUITY PLAN TYPE

Choose one plan type.

[☒Non-Qualified]	[☐ Traditional IRA]	[☐ Inherited IRA*]	[☐ Roth IRA*]	[☐ Inherited Roth IRA*]

[*Not Available for Joint Life Plans]

Section 9 — ANNUITY PREMIUM AMOUNT

Complete Premium information.

Premium Amount: $ [_10,000]__

(Indicate total estimated amount including cash with application and anticipated transfer/exchange amount. If paying by check, make payable to NYLIAC.)

Section 10 — ANNUITY INCOME PAYMENT INFORMATION

Payments must begin within one year of the Policy Date.

Frequency of Annuity Income Payments: Choose ONE: **[** ☒ Monthly ☐ Quarterly ☐ Semi-annually ☐ Annually**]**

IMPORTANT NOTE: You may change the Annuity Commencement Date shown in the illustration you received. However, changing the Annuity Commencement Date will change the Annuity Income Payment amount shown in the illustration.

ANNUITY COMMENCEMENT DATE: Payments will begin one payment period after the Policy Date, unless otherwise indicated. **ONLY** if you would like payment to begin on another date specify that date: ___/___/____.

Section 11 — REDUCTION OF INCOME FOR JOINT LIFE PLANS

If a Joint Annuitant is named above, payments will continue upon the death of one of the Annuitants, as indicated below.

Note: Reduction of Income is not available on Life With Cash Refund, Life With Installment Refund Plans, and Fixed Period Annuity.

For Qualified Joint Life Plans where the Joint Annuitant is a Non-Spouse - Generally, IRS regulations require a reduction to survivor income if the IRA Owner's Age exceeds that of a non-spousal Joint Annuitant by more than 10 years. The IRA Owner must be the Primary Annuitant and the reduction is available only upon the death of the IRA Owner. See table in instructions section for Maximum Allowable Survivor Percentage.

Please select one of the following. If no selection is made the default survivor income is 100% subject to the limitations noted above. For Life with Period Certain Plans, any reduction in Annuity Income Payments, if applicable, applies after the end of the Period Certain, if the policy is in effect.

☐ No reduction of income at first death (100% to survivor)

☐ Income reduced to _____% (**[**40% to 99% **]**)of income at death of either Annuitant. **(Available for Non-Qualified and Traditional IRA plans)**

☐ Income reduced to _____% (**[**40% to 99%**]**) of income at death of Primary Annuitant* **(Only available for Traditional IRA plan)**

*Primary Annuitant is the Annuitant named in Section 4.

Section 12	ANNUITY PRODUCT OPTIONS Complete either Part A (Guaranteed Lifetime Income Annuity) OR Part B (Fixed Period Annuity). Choose one Annuity Income Payment option in Part A OR Enter the applicable information in Part B.

PART A - GUARANTEED LIFETIME INCOME ANNUITY OPTIONS

☐ **LIFE ONLY** - Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). There is no death benefit under this option.

☐ **LIFE WITH CASH REFUND** (No reduction of income available with Joint Life plans.)
Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). If the Annuitant(s) die(s) and: 1) the sum of the Annuity Income Payments received is less than the premium, the difference will be paid to the Beneficiary(ies) in one sum; or 2) the sum of the Annuity Income Payments equals or exceeds the premium, there will be no death benefit.

☒ **LIFE WITH INSTALLMENT REFUND** (No reduction of income available with Joint Life plans.)
Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). If the Annuitant(s) die(s) and: 1) the sum of the Annuity Income Payments received is less than the premium, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) until the Annuity Income Payments equal the premium paid; or 2) the sum of Annuity Income Payments equals or exceeds the premium, there will be no death benefit.

☐ **LIFE WITH 25 PERCENT OF PREMIUM DEATH BENEFIT** – ONLY AVAILABLE WITH NON-QUALIFIED PLAN. Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). When the Annuitant(s) die(s), Annuity Income Payments cease and a death benefit equal to 25% of the premium is paid to the Beneficiary(ies) in one sum.

☐ **LIFE WITH 50 PERCENT OF PREMIUM DEATH BENEFIT** – ONLY AVAILABLE WITH NON-QUALIFIED PLAN. Provides Annuity Income Payments guaranteed for the life of the Annuitant(s). When the Annuitant(s) die(s), Annuity Income Payments cease and a death benefit equal to 50% of the premium is paid to the Beneficiary(ies) in one sum.

☐ **LIFE WITH ____YEARS PERIOD CERTAIN *(Enter a number of whole years between[5 and 30.])***
Provides Annuity Income Payments guaranteed for the longer of the Period Certain selected or the life of the Annuitant(s). If the Annuitant(s) die(s): 1) before the Period Certain ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the Period Certain; or 2) after the Period Certain ends, there will be no more payments of any kind, including a death benefit.

PART B - FIXED PERIOD ANNUITY

SELECT A BENEFIT PERIOD: **___Years and [___Months.]** (Minimum **[**5 **]**years; Maximum **[**40**]** Years)*. This option cannot be cancelled or modified after issue.

**For Qualified Plans, refer to the instructions page to determine the Maximum Allowable Guaranteed Period based on the Age of the IRA Owner*

Section 13	DEATH BENEFIT COMMUTATION

PLEASE CHECK HERE ☐ If you have selected a Life With Installment Refund, Life With Period Certain or Fixed Period Annuity above, and give permission to your Beneficiary(ies) to receive, in one sum, the present value of any Annuity Income Payment(s) remaining after the Annuitant's death. The Owner may change this selection.

Section 14	OPTIONAL FEATURES Only **ONE** option may be selected. The options are not available if the Owner is under Age 59 1/2 when the Annuity Income Payments begin. These options cannot be cancelled or modified after issue.

☐ **Annual Increase Option (Inflation Adjustment)**

Enter a whole number percentage up to a maximum of **[**10%.**]**

Payments will increase by: _____%

[Options Below Are Available For Non-Qualified Plans Only]

This option is <u>not available</u> if reduction of income for joint life plans was selected in Section 11.

☐ **Income Enhancement Option (Not available with the Fixed Period Annuity product)**

This option is <u>not available</u> if reduction of income for joint life plans was selected in Section 11.

☐ **Changing Needs Option (Not available with the Fixed Period Annuity product)**

Check **one** of the boxes below and fill in an appropriate percentage:

☐ Income increased by _____% (1% to 400%) of original amount on __/___/____* (MM/DD/YYYY)

☐ Income reduced by ____% (1% to 50%) of original amount on ___/___/____* (MM/DD/YYYY)

*The Income Adjustment Date may **NOT** change after the policy has been issued. **The Income Adjustment Date must be at least three (3) years after the Annuity Commencement Date.**

Section 15	ADDITIONAL INFORMATION Attach a separate sheet if additional space is needed.

Section 16 — FRAUD AND DISCLOSURE STATEMENT

Residents of jurisdictions other than the District of Columbia and Oregon:
Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. Penalties may include imprisonment, fines, or a denial of insurance benefits is a person provides false information.

Residents of the District of Columbia:
WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

Section 17 — SIGNATURES AND TAX CERTIFICATION

Read statement and Sign below.

I/We agree that: (1) All of the answers to questions and statements in this application are true to the best of the knowledge and belief of those who made and recorded them. (2) **This contract will not become effective unless it is delivered to the Owner while the Owner(s) and Annuitant(s) are living.** (3) Unless otherwise indicated below, the Owner of this contract is the Applicant. (4) Under penalties of perjury, the Taxpayer Identification Numbers provided on this application are certified to be correct. (5) This contract is irrevocable. It cannot be cancelled after the applicable free look period and can never be surrendered or exchanged because it has no cash value. (6) I understand that there is no death benefit, prior to or after the Annuity Commencement Date, if I select the Life Only Annuity Income Payment option. (7) No Agent is authorized to accept risks, make or change this application or change any policy issued by the Company, or give up any of the Owner's rights or requirements. (8) I have read and understand the material features of the Annuity Income Payment options described in Section 12, whichever is applicable, of this application.

Signed at (City/State)	**Anywhere, DE**	Dated On (MM/DD/YYYY)	**01/01/2011**

Sign here	Sign here
▲**Owner's Signature**	▲**Joint Owner's Signature (if applicable)**
Sign here	Sign here
▲**Annuitant's Signature (if other than Owner)**	▲**Joint Annuitant's Signature (if applicable)**
Sign here	**John J. Doe**
▲**Applicant's Signature (if other than Owner)**	▲ Applicant's Printed Name
Sign here	**George Agent**
▲**Agent's Signature**	▲Agent's Printed Name

(111) 111-0000	**12345**	**DE/54321**
▲Agent's Tel. No.	▲Agent's Code No.	▲State/License No.

General Office #111	
▲General Office Name/No.	▲Lic. Resident Agent Countersignature and Code

APPLICATION FOR
Individual Single Premium Immediate Fixed Annuities
[New York Life Lifetime Income Annuity or Fixed Period Annuity]
New York Life Insurance and Annuity Corporation (NYLIAC) (A Delaware Corporation)

Executive Office: [51 Madison Avenue, New York, NY 10010] **Home Office:** [200 Continental Drive, Suite 306, Newark, DE 19713]

Please print or type

Section 1	**ANNUITY PLAN TYPE - Select ONE plan type.**			
[☒Non-Qualified]	[☐ Traditional IRA]	[☐ Inherited IRA*]	[☐ Roth IRA*]	[☐ Inherited Roth IRA*]
		[*Not Available for Joint Life Plans]		

Section 2	**OWNER**		
FIRST NAME (If Non-Living Entity, include TRUST/CORP. NAME) **John**	MIDDLE **J.**	LAST NAME **Doe**	SUFFIX
DATE OF BIRTH (MM/DD/YYYY) **01/01/1946**	SOCIAL SECURITY OR TAX I.D. NUMBER **111-11-1111**	☒ Male ☐ Female	
COUNTRY OF CITIZENSHIP ☒ U.S. ☐ Other:	RELATIONSHIP TO ANNUITANT ☒ Self ☐ Spouse ☐ Other		
DAYTIME PHONE NUMBER **(111) 222-3333**	EVENING PHONE NUMBER **(111) 222-3334**		
MAILING ADDRESS (If mailing address is different than residence address or P.O. Box, please provide residence address below.)			
STREET OR P.O. BOX **123 Main Street**	CITY **Anywhere**	STATE DE	ZIP CODE 11111
RESIDENCE ADDRESS			
STREET	CITY	STATE	ZIP CODE

SUCCESSOR OWNER

Non-Qualified plans: If the Owner and Annuitant are different, a Successor Owner may be named to become the new Owner if the Owner dies while an Annuitant is living. If you do not name a Successor Owner, the Owner's estate is the default Successor Owner. **To name the Annuitant in Section 4 as Successor Owner, please check here ☐.** To name a different Successor Owner, use Section 15 (see instructions for required information). **For jointly owned policies**, the Successor Owner becomes the new Owner at the death of the last surviving Owner.

Qualified plans: For joint life policies, the Joint Annuitant is the Successor Owner.

Section 3	**JOINT OWNER** **Non-Qualified only. Unless otherwise specified in Section 15, ownership will be joint with right of survivorship.**		
FIRST NAME	MIDDLE	LAST NAME	SUFFIX
DATE OF BIRTH (MM/DD/YYYY)	SOCIAL SECURITY OR TAX I.D. NUMBER	☐ Male ☐ Female	
COUNTRY OF CITIZENSHIP ☐ U.S. ☐ Other:	RELATIONSHIP TO ANNUITANT ☐ Self ☐ Spouse ☐ Other		
DAYTIME PHONE NUMBER	EVENING PHONE NUMBER		
MAILING ADDRESS (If mailing address is different than residence address or P.O. Box, please provide residence address below.)			
STREET OR P.O. BOX	CITY	STATE	ZIP CODE
RESIDENCE ADDRESS			
STREET	CITY	STATE	ZIP CODE

Section 4	**ANNUITANT** **Proof of Age Required for the Lifetime Income Annuity. Please complete if Annuitant is not the Owner or Joint Owner.**		
FIRST NAME	MIDDLE	LAST NAME	SUFFIX
DATE OF BIRTH (MM/DD/YYYY)	SOCIAL SECURITY OR TAX I.D. NUMBER		
COUNTRY OF CITIZENSHIP ☐ U.S. ☐ Other:	☐ Male ☐ Female		
DAYTIME PHONE NUMBER	EVENING PHONE NUMBER		
RESIDENCE ADDRESS (Required)			
STREET	CITY	STATE	ZIP CODE

Section 5	JOINT ANNUITANT **Proof of Age Required. Complete for Joint Lifetime Income Annuities only. Please complete if Joint Annuitant is not the Owner or Joint Owner.**

Check One: ☐Owner ☐ Joint Owner ☐ Other (Complete Below)

FIRST NAME	MIDDLE	LAST NAME	SUFFIX

DATE OF BIRTH (MM/DD/YYYY)	SOCIAL SECURITY OR TAX I.D. NUMBER
COUNTRY OF CITIZENSHIP ☐ U.S. ☐ Other:	☐ Male ☐ Female

DAYTIME PHONE NUMBER	EVENING PHONE NUMBER	Relationship to Annuitant ☐ Spouse ☐Non-Spouse

RESIDENCE ADDRESS (Required)

STREET	CITY	STATE	ZIP CODE

Section 6	PAYEE

Percentage: 100 % (Enter a percentage distribution for Payee named below.)
NOTE: If more than one Payee, list information for each additional Payee in Section 15 and indicate percentage of distribution for each. If more than one Payee and no percentage(s) are provided, payment will be divided equally. PERCENTAGES FOR ALL PAYEES MUST TOTAL 100%.

Check one: ☒ Owner ☐ Joint Owner ☐ Annuitant ☐ Joint Annuitant ☐ Other (complete below)

FIRST NAME	MIDDLE	LAST NAME	SUFFIX

COUNTRY OF CITIZENSHIP ☐ U.S. ☐ Other:	SOCIAL SECURITY OR TAX I.D. NUMBER

DATE OF BIRTH (MM/DD/YYYY)	DAYTIME PHONE NUMBER	EVENING PHONE NUMBER

MAILING ADDRESS (Required)

STREET	CITY	STATE	ZIP CODE

Section 7	BENEFICIARY **Leave Blank for Life Only Plans. Note: Primary and Contingent designations must each total 100%. If no percentage(s) are provided, benefits will be divided equally. Please use Section 15 to enter additional Beneficiary information.**

PRIMARY BENEFICIARY'S FULL NAME/ENTITY NAME **Jane J. Doe**	RELATIONSHIP TO OWNER **Spouse**	
SOCIAL SECURITY NUMBER OR TAX I.D. NUMBER **222-22-2222**	DATE OF BIRTH (MM/DD/YYYY) **01/01/1947**	PERCENTAGE 100 %
PRIMARY BENEFICIARY'S FULL NAME/ENTITY NAME	RELATIONSHIP TO OWNER	
SOCIAL SECURITY NUMBER OR TAX I.D. NUMBER	DATE OF BIRTH (MM/DD/YYYY)	PERCENTAGE %
CONTINGENT BENEFICIARY'S FULL NAME/ENTITY NAME	RELATIONSHIP TO OWNER	
SOCIAL SECURITY NUMBER OR TAX I.D. NUMBER	DATE OF BIRTH (MM/DD/YYYY)	PERCENTAGE %
CONTINGENT BENEFICIARY'S FULL NAME/ENTITY NAME	RELATIONSHIP TO OWNER	
SOCIAL SECURITY NUMBER OR TAX I.D. NUMBER	DATE OF BIRTH (MM/DD/YYYY)	PERCENTAGE %

Section 8	ANNUITY PREMIUM AMOUNT
Premium Amount: $ [10,000]_____	(Indicate total estimated amount including cash with application and anticipated transfer/exchange amount. If paying by check, make payable to NYLIAC.)

Section 9	REPLACEMENT INFORMATION If "Yes" to A or B, provide policy information below. Please use Section 15 to include information if more than two policies are being replaced.
A) Is the policy applied for a replacement of a life insurance or annuity policy? B) Do you have any existing life insurance or annuity policies?	☐ Yes ☒ No ☐ Yes ☒ No
Company Name – Policy Number – Estimated Cash Value – Cost Basis (for Non-qualified Policies)	1035 Exchange: ☐ Yes ☐ No
Company Name – Policy Number – Estimated Cash Value – Cost Basis (for Non-qualified Policies)	1035 Exchange: ☐ Yes ☐ No

Section 10	ANNUITY INCOME PAYMENT INFORMATION Payments must begin within one year of the Policy Date.

Frequency of Annuity Income Payments: Choose ONE: [☒Monthly ☐ Quarterly ☐ Semi-annually ☐ Annually]

IMPORTANT NOTE: You may change the Annuity Commencement Date shown in the illustration you received. However, changing the Annuity Commencement Date will change the Annuity Income Payment amount shown in the illustration.
ANNUITY COMMENCEMENT DATE: Payments will begin one payment period after the Policy Date, unless otherwise indicated. **ONLY** if you would like payments to begin on another date, specify that date here: ___/___/____.

Section 11	REDUCTION OF INCOME FOR JOINT LIFE PLANS If a Joint Annuitant is named, payments will continue upon the death of one of the Annuitants, as indicated below.

Note: Reduction of Income is not available on Life With Cash Refund, Life With Installment Refund Plans and Fixed Period Annuity.
Please select one of the following. If no selection is made the default survivor income is 100% subject to the limitations noted in the instructions. For Life with Period Certain Plans, any reduction in Annuity Income Payments, if applicable, applies after the end of the Period Certain, if the policy is in effect.

☐ No reduction of income at first death (100% to survivor)
☐ Income reduced to _____% ([40% to 99%]) of income at death of either Annuitant. **(Available for Non-Qualified and Traditional IRA plans)**
☐ Income reduced to _____% ([40% to 99%]) of income at death of Primary Annuitant.* **(Only available for Traditional IRA plan)** *Primary Annuitant is the Annuitant named in Section 4.

Section 12	ANNUITY PRODUCT OPTIONS Complete either Part A (Lifetime Income Annuity) OR Part B (Fixed Period Annuity). Choose one Annuity Income Payment option in Part A OR Enter the applicable information in Part B.

PART A - LIFETIME INCOME ANNUITY OPTIONS

☐ **LIFE ONLY** - Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). There is no death benefit under this option.

☐ **LIFE WITH CASH REFUND** (No reduction of income available with Joint Life plans.) Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). If the Annuitant(s) die(s) and: 1) the sum of the Annuity Income Payments received is less than the premium, the difference will be paid to the Beneficiary(ies) in one sum; or 2) the sum of the Annuity Income Payments equals or exceeds the premium, there will be no death benefit.

☒ **LIFE WITH INSTALLMENT REFUND** (No reduction of income available with Joint Life plans.) Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). If the Annuitant(s) die(s) and: 1) the sum of the Annuity Income Payments received is less than the premium, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) until the Annuity Income Payments equal the premium paid; or 2) the sum of Annuity Income Payments equals or exceeds the premium, there will be no death benefit.

☐ **LIFE WITH 25 PERCENT OF PREMIUM DEATH BENEFIT** – ONLY AVAILABLE FOR NON-QUALIFIED PLAN. Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). When the Annuitant(s) die(s), Annuity Income Payments cease and a death benefit equal to 25% of the premium is paid to the Beneficiary(ies) in one sum.

☐ **LIFE WITH 50 PERCENT OF PREMIUM DEATH BENEFIT** - ONLY AVAILABLE FOR NON-QUALIFIED PLAN. Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). When the Annuitant(s) die(s), Annuity Income Payments cease and a death benefit equal to 50% of the premium is paid to the Beneficiary(ies) in one sum.

☐ **LIFE WITH ____YEARS PERIOD CERTAIN** ***(Enter a number of whole years between [5 and 30].)***
Provides Annuity Income Payments guaranteed for the longer of the Period Certain selected or the life of the Annuitant(s). If the Annuitant(s) die(s): 1) before the Period Certain ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the Period Certain, or 2) after the Period Certain ends, there will be no more payments of any kind, including a death benefit.

PART B - FIXED PERIOD ANNUITY

SELECT A BENEFIT PERIOD: **___Years and [___Months.]** (Minimum **[**5 **]** years; Maximum **[**40 **]** Years)*. This option cannot be cancelled or modified after issue.

**For Qualified Plans, refer to the instructions page to determine the Maximum Allowable Guaranteed Period based on the Age of the IRA Owner.*

Section 13	**DEATH BENEFIT COMMUTATION**

PLEASE CHECK HERE ☐ If you have selected a Life With Installment Refund, Life With Period Certain or Fixed Period Annuity above, and give permission to your Beneficiary(ies) to receive, in one sum, the present value of any Annuity Income Payment(s) remaining after the Annuitant's death. The Owner may change this selection.

Section 14	**OPTIONAL FEATURES** Only **ONE** option may be selected. The options are not available if the Owner is under Age 59 1/2 when the Annuity Income Payments begin. These options cannot be cancelled or modified after issue.

☐ **Annual Increase Option (Inflation Adjustment)**

Enter a whole number percentage up to a maximum of **[**10%. **]**

Payments will increase by: _____ %

[Options Below Are Available For Non-Qualified Plans Only]

This option is <u>not available</u> if reduction of income for joint life plans was selected in Section 11.

☐ **Income Enhancement Option** **(Not available with the Fixed Period Annuity product)**

This option is <u>not available</u> if reduction of income for joint life plans was selected in Section 11.

☐ **Changing Needs Option** **(Not available with the Fixed Period Annuity product)**

Check **one** of the boxes below and fill in an appropriate percentage:

☐ Income increased by _____% (1% to 400%) of original amount on __/___/____* (MM/DD/YYYY)

☐ Income reduced by ____% (1% to 50%) of original amount on ___/___/____* (MM/DD/YYYY)

*The Income Adjustment Date may **NOT** change after the policy has been issued. **The Income Adjustment Date must be at least three (3) years after the Annuity Commencement Date.**

Section 15	**ADDITIONAL INFORMATION – Attach a separate sheet if additional space is needed.**

Section 16	FRAUD AND DISCLOSURE STATEMENT

Residents of jurisdictions other than the District of Columbia and Oregon:
Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. Penalties may include imprisonment, fines, or a denial of insurance benefits is a person provides false information.

Residents of the District of Columbia:
WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

Section 17	SIGNATURES AND TAX CERTIFICATION Read statement and Sign below.

I/We agree that:
(1) All of the answers to questions and statements in this application are true to the best of the knowledge and belief of those who made and recorded them. (2) **This contract will not become effective unless it is delivered to the Owner while the Owner(s) and Annuitant(s) are living.** (3) Unless otherwise indicated below, the Owner of this contract is the Applicant. (4) Under penalties of perjury, the Taxpayer Identification Numbers provided on this application are certified to be correct. (5) This contract is irrevocable. It cannot be cancelled after the applicable free look period and can never be surrendered or exchanged because it has no cash value. (6) I have read and understand the material features of the Annuity Income Payment options described in Section 12 of this application. (7) I understand that there is no death benefit, prior to or after the Annuity Commencement Date, if I select the Life Only Annuity Income Payment option. (8) No Agent is authorized to accept risks, make or change this application or change any policy issued by the Company, or give up any of the Owner's rights or requirements. (9) I understand that this contract is not backed or guaranteed by any bank or insured by the FDIC.

Signed at (City/State)	**Anywhere, DE**	**Dated On (MM/DD/YYYY)**	**01/01/2011**

Sign here	Sign here
▲**Applicant's Signature (Owner)**	▲**Joint Owner's Signature (if applicable)**
Sign here	Sign here
▲**Annuitant's Signature (if other than Owner)**	▲**Joint Annuitant's Signature (if applicable)**

211-A109 **SPECIMEN**

This section is not part of the application; however, it must be completed
(For Representative/Agent use only. Signature Required)

PRODUCER STATEMENT:		
1.	Is Owner a U.S. Citizen?	☐ Yes ☐ No If "No", check the appropriate box: ☐ Resident Alien ☐ Non-Resident Alien ☐ Other_____
2.	Is this a replacement of a life insurance or annuity policy?	☐ Yes ☐ No
3.	Does the applicant have any existing life insurance or annuity policies?	☐ Yes ☐ No If you have answered "Yes" to either question #2 or #3 of the Producer's Statement, please complete and submit the required replacement forms.
4.	Indicate which proof of age document is attached to the application:	☐ Driver's License / State Issued ID ☐ Passport ☐ Birth Certificate ☐ Military ID
5.	Is the Owner of the Policy a Trust?	☐ Yes ☐ No If you have answered "Yes," please attach pages of the Trust Agreement, including a copy of the title page, signature page, and any applicable trustee designation pages and amendments to the Trust.

All of the answers to questions and statements in the application are true to the best of the knowledge and belief of those who made and recorded them. I have used only company-approved sales material in connection with this application; and copies of all sales material used were left with the applicant.

Lifetime Income Annuity Compensation Option ☐ **Option A** ☐ **Option B** ☐ **Option C**

Sign here		**Date** / /	
▲ **Representative's/Agent's Signature**		(MM/ DD /YYYY)	
Representative's/Agent's Name			Tel. No
State License. No.		NYLIAC Code No.	
Firm/Agency Name			Firm/Agency Tel. No.
Firm/Agency Address	Street	City	State	Zip Code

APPLICATION FOR
Individual Single Premium Immediate Fixed Annuity
[New York Life Lifetime Income Annuity]
New York Life Insurance and Annuity Corporation (NYLIAC) (A Delaware Corporation)

Executive Office: [51 Madison Avenue, New York, NY 10010] **Home Office:** [200 Continental Drive, Suite 306, Newark, DE 19713]

Please print or type

Section 1	**ANNUITY PLAN TYPE - Select ONE plan type.**			
[☒ Non-Qualified]	[☐ Traditional IRA]	[☐ Inherited IRA*]	[☐ Roth IRA*]	[☐ Inherited Roth IRA*]
		[*Not Available for Joint Life Plans]		

Section 2	**OWNER**		
FIRST NAME (If Non-Living Entity, include TRUST/CORP. NAME) **John**	MIDDLE **J.**	LAST NAME **Doe**	SUFFIX
DATE OF BIRTH (MM/DD/YYYY) **01/01/1946**	SOCIAL SECURITY OR TAX I.D. NUMBER **111-11-1111**		☒ Male ☐ Female
COUNTRY OF CITIZENSHIP ☒ U.S. ☐ Other:	RELATIONSHIP TO ANNUITANT ☒ Self ☐ Spouse ☐ Other		
DAYTIME PHONE NUMBER **(111) 222- 3333**	EVENING PHONE NUMBER **(111) 222- 3334**		
MAILING ADDRESS (If mailing address is different than residence address or P.O. Box, please provide residence address below.)			
STREET OR P.O. BOX 123 Main Street	CITY Anywhere	STATE DE	ZIP CODE 11111
RESIDENCE ADDRESS			
STREET	CITY	STATE	ZIP CODE

SUCCESSOR OWNER

Non-Qualified plans: If the Owner and Annuitant are different, a Successor Owner may be named to become the new Owner if the Owner dies while an Annuitant is living. If you do not name a Successor Owner, the Owner's estate is the default Successor Owner. **To name the Annuitant in Section 4 as Successor Owner, please check here ☐.** To name a different Successor Owner, use Section 15 (see instructions for required information). **For jointly owned policies**, the Successor Owner becomes the new Owner at the death of the last surviving Owner.

Qualified plans: For joint life policies, the Joint Annuitant is the Successor Owner.

Section 3	**JOINT OWNER** **Non-Qualified only. Unless otherwise specified in Section 15, ownership will be joint with right of survivorship.**		
FIRST NAME	MIDDLE	LAST NAME	SUFFIX
DATE OF BIRTH (MM/DD/YYYY)	SOCIAL SECURITY OR TAX I.D. NUMBER		☐ Male ☐ Female
COUNTRY OF CITIZENSHIP ☐ U.S. ☐ Other:	RELATIONSHIP TO ANNUITANT ☐ Self ☐ Spouse ☐ Other		
DAYTIME PHONE NUMBER	EVENING PHONE NUMBER		
MAILING ADDRESS (If mailing address is different than residence address or P.O. Box, please provide residence address below.)			
STREET OR P.O. BOX	CITY	STATE	ZIP CODE
RESIDENCE ADDRESS			
STREET	CITY	STATE	ZIP CODE

Section 4	**ANNUITANT** **Proof of Age Required for the Lifetime Income Annuity. Please complete if Annuitant is not the Owner or Joint Owner.**		
FIRST NAME	MIDDLE	LAST NAME	SUFFIX
DATE OF BIRTH (MM/DD/YYYY)	SOCIAL SECURITY OR TAX I.D. NUMBER		
COUNTRY OF CITIZENSHIP ☐ U.S. ☐ Other:	☐ Male ☐ Female		
DAYTIME PHONE NUMBER	EVENING PHONE NUMBER		
RESIDENCE ADDRESS (Required)			
STREET	CITY	STATE	ZIP CODE

Section 5	JOINT ANNUITANT **Proof of Age Required. Complete for Joint Lifetime Income Annuities only. Please complete if Joint Annuitant is not the Owner or Joint Owner.**

Check One: ☐Owner ☐ Joint Owner ☐ Other (Complete Below)

FIRST NAME	MIDDLE	LAST NAME	SUFFIX

DATE OF BIRTH (MM/DD/YYYY)	SOCIAL SECURITY OR TAX I.D. NUMBER
COUNTRY OF CITIZENSHIP ☐ U.S. ☐ Other:	☐ Male ☐ Female

DAYTIME PHONE NUMBER	EVENING PHONE NUMBER	Relationship to Annuitant ☐ Spouse ☐Non-Spouse

RESIDENCE ADDRESS (Required)

STREET	CITY	STATE	ZIP CODE

Section 6	PAYEE

Percentage: 100 % (Enter a percentage distribution for Payee named below.)
NOTE: If more than one Payee, list information for each additional Payee in Section 15 and indicate percentage of distribution for each. If more than one Payee and no percentage(s) are provided, payment will be divided equally. PERCENTAGES FOR ALL PAYEES MUST TOTAL 100%.

Check one: ☒ Owner ☐ Joint Owner ☐ Annuitant ☐ Joint Annuitant ☐ Other (complete below)

FIRST NAME	MIDDLE	LAST NAME	SUFFIX

COUNTRY OF CITIZENSHIP ☐ U.S. ☐ Other:	SOCIAL SECURITY OR TAX I.D. NUMBER

DATE OF BIRTH (MM/DD/YYYY)	DAYTIME PHONE NUMBER	EVENING PHONE NUMBER

MAILING ADDRESS (Required)

STREET	CITY	STATE	ZIP CODE

Section 7	BENEFICIARY **Leave Blank for Life Only Plans. Note: Primary and Contingent designations must each total 100%. If no percentage(s) are provided, benefits will be divided equally. Please use Section 15 to enter additional Beneficiary information.**

PRIMARY BENEFICIARY'S FULL NAME/ENTITY NAME **Jane J. Doe**	RELATIONSHIP TO OWNER **Spouse**	
SOCIAL SECURITY NUMBER OR TAX I.D. NUMBER **222-22-2222**	DATE OF BIRTH (MM/DD/YYYY) **01/01/1947**	PERCENTAGE **100** %
PRIMARY BENEFICIARY'S FULL NAME/ENTITY NAME	RELATIONSHIP TO OWNER	
SOCIAL SECURITY NUMBER OR TAX I.D. NUMBER	DATE OF BIRTH (MM/DD/YYYY)	PERCENTAGE %
CONTINGENT BENEFICIARY'S FULL NAME/ENTITY NAME	RELATIONSHIP TO OWNER	
SOCIAL SECURITY NUMBER OR TAX I.D. NUMBER	DATE OF BIRTH (MM/DD/YYYY)	PERCENTAGE %
CONTINGENT BENEFICIARY'S FULL NAME/ENTITY NAME	RELATIONSHIP TO OWNER	
SOCIAL SECURITY NUMBER OR TAX I.D. NUMBER	DATE OF BIRTH (MM/DD/YYYY)	PERCENTAGE %

Section 8	ANNUITY PREMIUM AMOUNT
Premium Amount: $ [10,000]	(Indicate total estimated amount including cash with application and anticipated transfer/exchange amount. If paying by check, make payable to NYLIAC.)

Section 9	REPLACEMENT INFORMATION If "Yes" to A or B, provide policy information below. Please use Section 15 to include information if more than two policies are being replaced.
A) Is the policy applied for a replacement of a life insurance or annuity policy? B) Do you have any existing life insurance or annuity policies?	☐ Yes ☒ No ☐ Yes ☒ No
Company Name – Policy Number – Estimated Cash Value – Cost Basis (for Non-qualified Policies)	1035 Exchange: ☐ Yes ☐ No
Company Name – Policy Number – Estimated Cash Value – Cost Basis (for Non-qualified Policies)	1035 Exchange: ☐ Yes ☐ No

Section 10	ANNUITY INCOME PAYMENT INFORMATION Payments must begin within one year of the Policy Date.

Frequency of Annuity Income Payments: Choose ONE: [☒Monthly ☐ Quarterly ☐ Semi-annually ☐ Annually]

IMPORTANT NOTE: You may change the Annuity Commencement Date shown in the illustration you received. However, changing the Annuity Commencement Date will change the Annuity Income Payment amount shown in the illustration.
ANNUITY COMMENCEMENT DATE: Payments will begin one payment period after the Policy Date, unless otherwise indicated. **ONLY** if you would like payments to begin on another date, specify that date here: ___/___/____.

Section 11	REDUCTION OF INCOME FOR JOINT LIFE PLANS If a Joint Annuitant is named, payments will continue upon the death of one of the Annuitants, as indicated below.

Note: Reduction of Income is not available on Life With Cash Refund and Life With Installment Refund Plans.
Please select one of the following. If no selection is made the default survivor income is 100% subject to the limitations noted in the instructions. For Life with Period Certain Plans, any reduction in Annuity Income Payments, if applicable, applies after the end of the Period Certain, if the policy is in effect.

☐ No reduction of income at first death (100% to survivor)
☐ Income reduced to _____% ([40% to 99%]) of income at death of either Annuitant. **(Available for Non-Qualified and Traditional IRA plans)**
☐ Income reduced to _____% ([40% to 99%]) of income at death of Primary Annuitant.* **(Only available for Traditional IRA plan)** *Primary Annuitant is the Annuitant named in Section 4.

Section 12	ANNUITY PRODUCT OPTIONS Choose one Annuity Income Payment option.

LIFETIME INCOME ANNUITY OPTIONS

☐ **LIFE ONLY** - Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). There is no death benefit under this option.

☐ **LIFE WITH CASH REFUND** (No reduction of income available with Joint Life plans.) Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). If the Annuitant(s) die(s) and: 1) the sum of the Annuity Income Payments received is less than the premium, the difference will be paid to the Beneficiary(ies) in one sum; or 2) the sum of the Annuity Income Payments equals or exceeds the premium, there will be no death benefit.

☒ **LIFE WITH INSTALLMENT REFUND** (No reduction of income available with Joint Life plans.) Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). If the Annuitant(s) die(s) and: 1) the sum of the Annuity Income Payments received is less than the premium, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) until the Annuity Income Payments equal the premium paid; or 2) the sum of Annuity Income Payments equals or exceeds the premium, there will be no death benefit.

☐ **LIFE WITH 25 PERCENT OF PREMIUM DEATH BENEFIT** – ONLY AVAILABLE FOR NON-QUALIFIED PLAN. Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). When the Annuitant(s) die(s), Annuity Income Payments cease and a death benefit equal to 25% of the premium is paid to the Beneficiary(ies) in one sum.

☐ **LIFE WITH 50 PERCENT OF PREMIUM DEATH BENEFIT** - ONLY AVAILABLE FOR NON-QUALIFIED PLAN. Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). When the Annuitant(s) die(s), Annuity Income Payments cease and a death benefit equal to 50% of the premium is paid to the Beneficiary(ies) in one sum.

☐ **LIFE WITH ____YEARS PERIOD CERTAIN** ***(Enter a number of whole years between[5 and 30.)***
Provides Annuity Income Payments guaranteed for the longer of the Period Certain selected or the life of the Annuitant(s). If the Annuitant(s) die(s): 1) before the Period Certain ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the Period Certain, or 2) after the Period Certain ends, there will be no more payments of any kind, including a death benefit.

Section 13	DEATH BENEFIT COMMUTATION

PLEASE CHECK HERE ☐ If you have selected a Life With Installment Refund, or Life With Period Certain above, and give permission to your Beneficiary(ies) to receive, in one sum, the present value of any Annuity Income Payment(s) remaining after the Annuitant's death. The Owner may change this selection.

Section 14	OPTIONAL FEATURES Only **ONE** option may be selected. The options are not available if the Owner is under Age 59 1/2 when the Annuity Income Payments begin. These options cannot be cancelled or modified after issue.

☐ **Annual Increase Option (Inflation Adjustment)**

Enter a whole number percentage up to a maximum of [10%.]

Payments will increase by: _____ %

[Options Below Are Available For Non-Qualified Plans Only]

This option is <u>not available</u> if reduction of income for joint life plans was selected in Section 11.

☐ **Income Enhancement Option**

This option is <u>not available</u> if reduction of income for joint life plans was selected in Section 11.

☐ **Changing Needs Option**

Check **one** of the boxes below and fill in an appropriate percentage:

☐ Income increased by _____% (1% to 400%) of original amount on __/___/____* (MM/DD/YYYY)

☐ Income reduced by ____% (1% to 50%) of original amount on ___/___/____* (MM/DD/YYYY)

*The Income Adjustment Date may **NOT** change after the policy has been issued. **The Income Adjustment Date must be at least three (3) years after the Annuity Commencement Date.**

Section 15	ADDITIONAL INFORMATION **Attach a separate sheet if additional space is needed.**

Section 16	FRAUD AND DISCLOSURE STATEMENT

Residents of jurisdictions other than the District of Columbia and Oregon:
Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. Penalties may include imprisonment, fines, or a denial of insurance benefits is a person provides false information.

Residents of the District of Columbia:
WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

Section 17	SIGNATURES AND TAX CERTIFICATION Read statement and Sign below.

I/We agree that:
(1) All of the answers to questions and statements in this application are true to the best of the knowledge and belief of those who made and recorded them. (2) **This contract will not become effective unless it is delivered to the Owner while the Owner(s) and Annuitant(s) are living.** (3) Unless otherwise indicated below, the Owner of this contract is the Applicant. (4) Under penalties of perjury, the Taxpayer Identification Numbers provided on this application are certified to be correct. (5) This contract is irrevocable. It cannot be cancelled after the applicable free look period and can never be surrendered or exchanged because it has no cash value. (6) I have read and understand the material features of the Annuity Income Payment options described in Section 12 of this application. (7) I understand that there is no death benefit, prior to or after the Annuity Commencement Date, if I select the Life Only Annuity Income Payment option. (8) No Agent is authorized to accept risks, make or change this application or change any policy issued by the Company, or give up any of the Owner's rights or requirements. (9) I understand that this contract is not backed or guaranteed by any bank or insured by the FDIC.

Signed at (City/State)	**Anywhere,DE**	**Dated On (MM/DD/YYYY)**	**01/01/2011**

Sign here	Sign here
▲**Applicant's Signature (Owner)**	▲**Joint Owner's Signature (if applicable)**
Sign here	Sign here
▲**Annuitant's Signature (if other than Owner)**	▲**Joint Annuitant's Signature (if applicable)**

211-A110 **SPECIMEN**

This section is not part of the application; however, it must be completed
(For Representative/Agent use only. Signature Required)

PRODUCER STATEMENT:		
1.	Is Owner a U.S. Citizen?	☐ Yes ☐ No If "No", check the appropriate box: ☐ Resident Alien ☐ Non-Resident Alien ☐ Other_____
2.	Is this a replacement of a life insurance or annuity policy?	☐ Yes ☐ No
3.	Does the applicant have any existing life insurance or annuity policies?	☐ Yes ☐ No If you have answered "Yes" to either question #2 or #3 of the Producer's Statement, please complete and submit the required replacement forms.
4.	Indicate which proof of age document is attached to the application:	☐ Driver's License / State Issued ID ☐ Passport ☐ Birth Certificate ☐ Military ID
5.	Is the Owner of the Policy a Trust?	☐ Yes ☐ No If you have answered "Yes," please attach pages of the Trust Agreement, including a copy of the title page, signature page, and any applicable trustee designation pages and amendments to the Trust.

All of the answers to questions and statements in the application are true to the best of the knowledge and belief of those who made and recorded them. I have used only company-approved sales material in connection with this application; and copies of all sales material used were left with the applicant.

Lifetime Income Annuity Compensation Option ☐ **Option A** ☐ **Option B** ☐ **Option C**

Sign here		**Date** / /	
▲ **Representative's/Agent's Signature**		(MM/ DD /YYYY)	
Representative's/Agent's Name			Tel. No
State License. No.		NYLIAC Code No.	
Firm/Agency Name			Firm/Agency Tel. No.
Firm/Agency Address	Street	City	State	Zip Code

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Flesch Certification

Comments:

Attachment:

Cert-Readability-AR.pdf

Item Status: **Status Date:**

Bypassed - Item: Application

Bypass Reason: Applications have been submitted under Form Schedule tab.

Comments:

Item Status: **Status Date:**

Bypassed - Item: Life & Annuity - Acturial Memo

Bypass Reason: Not applicable to this filing.

Comments:

Item Status: **Status Date:**

Satisfied - Item: Cover Letter

Comments:

Cover Letter attached.

Attachment:

Cover Letter-AR.pdf

Item Status: **Status Date:**

Satisfied - Item: Certificate of Compliance

Comments:

Certificate of Compliance attached.

Attachment:

Certificate of Compliance-AR.pdf

Item Status: **Status Date:**

Satisfied - Item: Statements of Variablilty

Comments:

Statements of Variablilty attached.

Attachments:

SOV- 211-A102.pdf

SOV- 211-A109.pdf

SOV- 211-A110.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-A102	56.4
211-A109	55.5
211-A110	55.8

Suzanne Wolf

Suzanne Wolf
Assistant Vice President – Product Development

June 30, 2011

Date

NEW YORK LIFE INSURANCE COMPANY
NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION
(A Delaware Corporation)
1 Rockwood Road, Sleepy Hollow, NY 10591 ***"The Company You Keep"®***

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June 30, 2011

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

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

Form No.: 211-A102 Individual Single Premium Immediate Fixed Annuity Application
211-A109 Individual Single Premium Immediate Fixed Annuity Application
211-A110 Individual Single Premium Immediate Fixed Annuity Application

Dear Hon. Hon. Jay Bradford:

We are enclosing for your approval three individual single premium immediate fixed annuity applications, form numbers 211-A102, 211-A109, and 211-A110, that will be used to apply for our immediate annuity policies issued by New York Life Insurance and Annuity Corporation (NYLIAC). We intend to introduce these applications on or about October 1, 2011, subject to approval by your Department. The chart that follows this letter lists all forms that will be used with these applications.

<u>Application Form 211-A102</u>
Application form 211-A102 is new and will be used with individual single premium immediate annuity policy form 211-P102, when that policy is solicited through the Company's agents. Policy form 211-P102 has been submitted to your Department under separate cover for approval and is pending review (SERFF Tracking No.NYLA-127130309).

Because this application form does not contain replacement questions, we certify that our replacement form (form number 22190.100) includes the required replacement questions, and will always be used in conjunction with the application form even if there is no replacement involved in the sale. This replacement form was approved by your Department on 10/10/2007.

Application Form 211-A109

Application form 211-A109 will be used to solicit, through our independent distribution channels, individual single premium immediate annuity policy forms 203-169, 203-170, 203-171, 203-172, 203-173, 203-174 and 210-195, and single premium immediate fixed period annuity policy form 207-196. Policy form 210-195 was approved by your Department on 07/16/2010(State or SERFF Tracking #NYLA-126681294).

Application form 211-A109 will replace two previously approved application forms: Application form 207-586 (11/2010), which was approved by the your Department on 07/16/2010 (Tracking # NYLA-126681294) for use with the aforementioned immediate annuity policy forms 203-169, 203-170, 203-171, 203-172, 203-173, 203-174 and 210-195, and application form 207-588 (01/2010), which was approved by the your Department on 08/28/2009 (Tracking #NYLA-126278831), for use with the aforementioned immediate fixed period annuity policy form 207-196.

Application Form 211-A110

Application 211-A110 will be used to solicit, through our independent distribution channels, individual single premium immediate annuity policy forms 203-169, 203-170, 203-171, 203-172, 203-173, 203-174 and 210-195. Application form 211-A110 will replace application form 207-586 (11/2010) (approval date and tracking number provided above under the section for application form 211-A109).

The difference between application form 211-A110 and application form 211-A109 is that application form 211-A110 does not provide for election of the immediate fixed period annuity policy form 207-196. This was designed to accommodate our independent distribution partners that do not solicit policy form 207-196.

Applications 211-A109 and 211-A110 contain questions, directed to the applicant, concerning replacement and existing insurance (see section 9). In addition, replacement and existing insurance questions are asked of the agent/representative in a statement following the application. This agent/producer's statement, which is not a part of the application, is included in this submission for illustrative purposes only.

Statements of Variability

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

Additional Information

These applications were filed with our domicile state of Delaware on 06/28/2011 and are pending approval.

The above applications 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 applications without resubmitting for approval, unless otherwise informed.

We would appreciate receiving your approval of these new applications 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: fl

New York Life Insurance and Annuity Corporation Forms that will be used with applications 211-A102, 211-A109 or 211-A110		
Form Number	**Brief Description**	**Approval Information**
211-P102 (used with 211-A102 only)	Immediate Guaranteed Lifetime Income Annuity	Pending (State Tracking #NYLA-127130309)
203-169	Immediate Life Annuity - Life Only	10/10/2003
203-170	Primary and Secondary Immediate Joint Life Annuity	10/10/2003
203-171	Immediate Life Annuity with Percentage of Premium Death Benefit	10/10/2003
203-172	Immediate Life Annuity with Cash Refund	10/10/2003
203-173	Immediate Life Annuity with Guaranteed Period	10/10/2003
203-174	Primary and Secondary Immediate Joint Life Annuity with Guaranteed Period	10/10/2003
210-195	Immediate Life Annuity With Installment Refund	7/16/2010
207-196 (used with application forms 211-A102 and 211-A109only)	Fixed Period Annuity	4/30/2007
22190.100	Replacement Form	10/10/2007

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

STATE OF ARKANSAS

In Re: Form (s): 211-A102, 211-A109 and 211-A110

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

06/30/2011
Date

New York Life Insurance and Annuity Corporation (NYLIAC)

Statement of Variability
Application for an Individual Single Premium Immediate Fixed Annuity
Form: 211-A102

The following comments describe the nature and scope of the variable material denoted with brackets on the application. When applicable, ranges and/or alternate text are provided. Any use of variability shall be administered in accordance with the Explanation of Variability, and shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Bracketed Information	Location	Explanation of Variability
Marketing Name	Top of form	To allow for the flexibility of changing the marketing name.
Executive Office/Home Office Addresses	Top of form	To allow for the flexibility of changing this information should NYLIAC's Executive or Home Office location change.
Product Selection	Section 1	To allow for flexibility in adding/ removing/changing the marketing name of the products.
Annuity Plan Type	Section 8	To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans available with the single and joint life income options.
Premium Amount	Section 9	The premium amount used to purchase the Policy. The premium payment range is between $10,000 - $20,000,000.
Annuity Income Payment Information	Section 10	To facilitate changes to the payment modes made available by NYLIAC. The available payment modes for all plan types are monthly, quarterly, semi-annually, and annually. NYLIAC may limit the payment modes available for new issues only.
Reduction of Income for Joint Life Plans	Section 11	To facilitate changes to the percentages for income reduction made available by NYLIAC and in accordance with applicable law. The available percentages are between and including 40% and 99%. The percentage range is between and including 10% and 99%.
Annuity Product Options - Life With xx Years Period Certain	Section 12	The owner may elect guaranteed periods between and including 5 years and 30 years (whole years only). The range for these guaranteed periods is between and including 1 year and 50 years (whole years only) and any number of months between and including 1 month and 11 months (whole months only).
Annuity Product Options - Fixed Period Annuity	Section 12	**Benefit Period** - To facilitate changes to the number of years and/or months made available by NYLIAC. The available benefit periods are between and including 5 and 40 years (whole years only). The range for the benefit period is between and including 1 and 50 years and any number of months between and including 1 and 11 (whole years and whole months only).
Optional Features Annual Increase Option	Section 14	To facilitate changes to the percentages made available by NYLIAC. The available percentages are between and including 1 and 10% (whole percentages only). The percentage range for this option is between and including 1 and 20% (whole percentages only).
Optional Feature Income Enhancement Option & Changing Needs Option	Section 14	If qualified plans become eligible, this entire statement will be removed.
All other bracketed items are John Doe information.		

New York Life Insurance and Annuity Corporation (NYLIAC)

Statement of Variability
Application for an Individual Single Premium Immediate Fixed Annuity
Form: 211-A109

The following comments describe the nature and scope of the variable material denoted with brackets on the application. When applicable, ranges and/or alternate text are provided. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Bracketed Information	Location	Explanation of Variability
Marketing Name	Top of form	To allow for the flexibility of changing the marketing name.
Executive Office/Home Office Addresses	Top of form	To allow for the flexibility of changing this information should NYLIAC's Executive or Home Office location change.
Annuity Plan Type	Section 1	To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans available with the single and joint life income options.
Annuity Premium Amount	Section 8	The premium amount used to purchase the Policy. The premium payment range is between $10,000 - $20,000,000.
Annuity Income Payment Information	Section 10	To facilitate changes to the payment modes made available by NYLIAC. The available payment modes for all plan types are monthly, quarterly, semi-annually, and annually. NYLIAC may limit the payment modes available for new issues only.
Reduction of Income for Joint Life Plans	Section 11	To facilitate changes to the percentages for income reduction made available by NYLIAC and in accordance with applicable law. The available percentages are between and including 40% and 99%. The percentage range is between and including 10% and 99%.
Annuity Product Options - Life With xx Years Period Certain	Section 12	The owner may elect guaranteed periods between and including 5 years and 30 years (whole years only). The range for these guaranteed periods is between and including 1 year and 50 years (whole years only) and any number of months between and including 1 month and 11 months (whole months only).
Annuity Product Options - Fixed Period Annuity	Section 12	**Benefit Period** - To facilitate changes to the number of years and/or months made available by NYLIAC. The available benefit periods are between and including 5 and 40 years (whole years only). The range for the benefit period is between and including 1 and 50 years and any number of months between and including 1 and 11 (whole years and whole months only).
Optional Features **Annual Increase Option (Inflation Adjustment)**	Section 14	To facilitate changes to the percentages made available by NYLIAC. The available percentages are between and including 1 and 10% (whole percentages only). The percentage range for this option is between and including 1 and 20% (whole percentages only).
Optional Features Income Enhancement Option & Changing Needs Option	Section 14	If qualified plans become eligible, this entire statement will be removed.
All other bracketed items are John Doe information.		

New York Life Insurance and Annuity Corporation (NYLIAC)

Statement of Variability
Application for an Individual Single Premium Immediate Fixed Annuity
Form: 211-A110

The following comments describe the nature and scope of the variable material denoted with brackets on the application. When applicable, ranges and/or alternate text are provided. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Bracketed Information	Location	Explanation of Variability
Marketing Name	Top of form	To allow for the flexibility of changing the marketing name.
Executive Office/Home Office Addresses	Top of form	To allow for the flexibility of changing this information should NYLIAC's Executive or Home Office location change.
Annuity Plan Type	Section 1	To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans available with the single and joint life income options.
Annuity Premium Amount	Section 8	The premium amount used to purchase the Policy. The premium payment range is between $10,000 - $20,000,000.
Annuity Income Payment Information	Section 10	To facilitate changes to the payment modes made available by NYLIAC. The available payment modes for all plan types are monthly, quarterly, semi-annually, and annually. NYLIAC may limit the payment modes available for new issues only.
Reduction of Income for Joint Life Plans	Section 11	To facilitate changes to the percentages for income reduction made available by NYLIAC and in accordance with applicable law. The available percentages are between and including 40% and 99%. The percentage range is between and including 10% and 99%.
Annuity Product Options - Life With xx Years Period Certain	Section 12	The owner may elect guaranteed periods between and including 5 years and 30 years (whole years only). The range for these guaranteed periods is between and including 1 year and 50 years (whole years only) and any number of months between and including 1 month and 11 months (whole months only).
Optional Features Annual Increase Option	Section 14	To facilitate changes to the percentages made available by NYLIAC. The percentages are between and including 1 and 10% (whole percentages only). The percentage range for this option is between and including 1 and 20% (whole percentages only).
Optional Features Income Enhancement Option & Changing Needs Option	Section 14	If qualified plans become eligible, this entire statement will be removed**.**
All other bracketed items are John Doe information.		

Superseded Schedule Items

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

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
06/30/2011	Form	Individual Single Premium Immediate Fixed Annuity	07/01/2011	Application 211-A109.pdf (Superceded)
06/30/2011	Form	Individual Single Premium Immediate Fixed Annuity	07/01/2011	Application 211-A110-.pdf (Superceded)

APPLICATION FOR
Individual Single Premium Immediate Fixed Annuities
[New York Life Lifetime Income Annuity or Fixed Period Annuity]
New York Life Insurance and Annuity Corporation (NYLIAC) (A Delaware Corporation)

Executive Office: [51 Madison Avenue, New York, NY 10010] **Home Office:** [200 Continental Drive, Suite 306, Newark, DE]19713

Please print or type

Section 1	**ANNUITY PLAN TYPE - Select ONE plan type.**			
[☒Non-Qualified]	[☐ Traditional IRA]	[☐ Inherited IRA*]	[☐ Roth IRA*]	[☐ Inherited Roth IRA*]
		[*Not Available for Joint Life Plans]		

Section 2	**OWNER**		
FIRST NAME (If Non-Living Entity, include TRUST/CORP. NAME) **John**	MIDDLE **J.**	LAST NAME **Doe**	SUFFIX
DATE OF BIRTH (MM/DD/YYYY) **01/01/1946**	SOCIAL SECURITY OR TAX I.D. NUMBER **111-11-1111**	☒ Male ☐ Female	
COUNTRY OF CITIZENSHIP ☒ U.S. ☐ Other:	RELATIONSHIP TO ANNUITANT ☒ Self ☐ Spouse ☐ Other		
DAYTIME PHONE NUMBER **(111) 222-3333**	EVENING PHONE NUMBER **(111) 222-3334**		
MAILING ADDRESS (If mailing address is different than residence address or P.O. Box, please provide residence address below.)			
STREET OR P.O. BOX	CITY	STATE	ZIP CODE
RESIDENCE ADDRESS			
STREET	CITY	STATE	ZIP CODE

SUCCESSOR OWNER

Non-Qualified plans: If the Owner and Annuitant are different, a Successor Owner may be named to become the new Owner if the Owner dies while an Annuitant is living. If you do not name a Successor Owner, the Owner's estate is the default Successor Owner. **To name the Annuitant in Section 4 as Successor Owner, please check here ☐.** To name a different Successor Owner, use Section 15 (see instructions for required information). **For jointly owned policies**, the Successor Owner becomes the new Owner at the death of the last surviving Owner.

Qualified plans: For joint life policies, the Joint Annuitant is the Successor Owner.

Section 3	**JOINT OWNER** **Non-Qualified only. Unless otherwise specified in Section 15, ownership will be joint with right of survivorship.**		
FIRST NAME	MIDDLE	LAST NAME	SUFFIX
DATE OF BIRTH (MM/DD/YYYY)	SOCIAL SECURITY OR TAX I.D. NUMBER	☐ Male ☐ Female	
COUNTRY OF CITIZENSHIP ☐ U.S. ☐ Other:	RELATIONSHIP TO ANNUITANT ☐ Self ☐ Spouse ☐ Other		
DAYTIME PHONE NUMBER	EVENING PHONE NUMBER		
MAILING ADDRESS (If mailing address is different than residence address or P.O. Box, please provide residence address below.)			
STREET OR P.O. BOX	CITY	STATE	ZIP CODE
RESIDENCE ADDRESS			
STREET	CITY	STATE	ZIP CODE

Section 4	**ANNUITANT** **Proof of Age Required for the Lifetime Income Annuity. Please complete if Annuitant is not the Owner or Joint Owner.**		
FIRST NAME	MIDDLE	LAST NAME	SUFFIX
DATE OF BIRTH (MM/DD/YYYY)	SOCIAL SECURITY OR TAX I.D. NUMBER		
COUNTRY OF CITIZENSHIP ☐ U.S. ☐ Other:	☐ Male ☐ Female		
DAYTIME PHONE NUMBER	EVENING PHONE NUMBER		
RESIDENCE ADDRESS (Required)			
STREET	CITY	STATE	ZIP CODE

Section 5	JOINT ANNUITANT **Proof of Age Required. Complete for Joint Lifetime Income Annuities only. Please complete if Joint Annuitant is not the Owner or Joint Owner.**

Check One: ☐Owner ☐ Joint Owner ☐ Other (Complete Below)

FIRST NAME	MIDDLE	LAST NAME	SUFFIX

DATE OF BIRTH (MM/DD/YYYY)	SOCIAL SECURITY OR TAX I.D. NUMBER
COUNTRY OF CITIZENSHIP ☐ U.S. ☐ Other:	☐ Male ☐ Female

DAYTIME PHONE NUMBER	EVENING PHONE NUMBER	Relationship to Annuitant ☐ Spouse ☐Non-Spouse

RESIDENCE ADDRESS (Required)

STREET	CITY	STATE	ZIP CODE

Section 6	PAYEE

Percentage: 100 % (Enter a percentage distribution for Payee named below.)
NOTE: If more than one Payee, list information for each additional Payee in Section 15 and indicate percentage of distribution for each. If more than one Payee and no percentage(s) are provided, payment will be divided equally. PERCENTAGES FOR ALL PAYEES MUST TOTAL 100%.

Check one: ☒ Owner ☐ Joint Owner ☐ Annuitant ☐ Joint Annuitant ☐ Other (complete below)

FIRST NAME	MIDDLE	LAST NAME	SUFFIX

COUNTRY OF CITIZENSHIP ☐ U.S. ☐ Other:	SOCIAL SECURITY OR TAX I.D. NUMBER

DATE OF BIRTH (MM/DD/YYYY)	DAYTIME PHONE NUMBER	EVENING PHONE NUMBER

MAILING ADDRESS (Required)

STREET	CITY	STATE	ZIP CODE

Section 7	BENEFICIARY **Leave Blank for Life Only Plans. Note: Primary and Contingent designations must each total 100%. If no percentage(s) are provided, benefits will be divided equally. Please use Section 15 to enter additional Beneficiary information.**

PRIMARY BENEFICIARY'S FULL NAME/ENTITY NAME **Jane J. Doe**	RELATIONSHIP TO OWNER **Spouse**	
SOCIAL SECURITY NUMBER OR TAX I.D. NUMBER **222-22-2222**	DATE OF BIRTH (MM/DD/YYYY) **01/01/1947**	PERCENTAGE 100 %
PRIMARY BENEFICIARY'S FULL NAME/ENTITY NAME	RELATIONSHIP TO OWNER	
SOCIAL SECURITY NUMBER OR TAX I.D. NUMBER	DATE OF BIRTH (MM/DD/YYYY)	PERCENTAGE %
CONTINGENT BENEFICIARY'S FULL NAME/ENTITY NAME	RELATIONSHIP TO OWNER	
SOCIAL SECURITY NUMBER OR TAX I.D. NUMBER	DATE OF BIRTH (MM/DD/YYYY)	PERCENTAGE %
CONTINGENT BENEFICIARY'S FULL NAME/ENTITY NAME	RELATIONSHIP TO OWNER	
SOCIAL SECURITY NUMBER OR TAX I.D. NUMBER	DATE OF BIRTH (MM/DD/YYYY)	PERCENTAGE %

Section 8	ANNUITY PREMIUM AMOUNT
Premium Amount: $ [10,000]	(Indicate total estimated amount including cash with application and anticipated transfer/exchange amount. If paying by check, make payable to NYLIAC.)

Section 9	REPLACEMENT INFORMATION If "Yes" to A or B, provide policy information below. Please use Section 15 to include information if more than two policies are being replaced.
A) Is the policy applied for a replacement of a life insurance or annuity policy? B) Do you have any existing life insurance or annuity policies?	☐ Yes ☒ No ☐ Yes ☒ No
Company Name – Policy Number – Estimated Cash Value – Cost Basis (for Non-qualified Policies)	1035 Exchange: ☐ Yes ☐ No
Company Name – Policy Number – Estimated Cash Value – Cost Basis (for Non-qualified Policies)	1035 Exchange: ☐ Yes ☐ No

Section 10	ANNUITY INCOME PAYMENT INFORMATION Payments must begin within one year of the Policy Date.

Frequency of Annuity Income Payments: Choose ONE: [☒Monthly ☐ Quarterly ☐ Semi-annually ☐ Annually]

IMPORTANT NOTE: You may change the Annuity Commencement Date shown in the illustration you received. However, changing the Annuity Commencement Date will change the Annuity Income Payment amount shown in the illustration.
ANNUITY COMMENCEMENT DATE: Payments will begin one payment period after the Policy Date, unless otherwise indicated. **ONLY** if you would like payments to begin on another date, specify that date here: ___/___/____.

Section 11	REDUCTION OF INCOME FOR JOINT LIFE PLANS If a Joint Annuitant is named, payments will continue upon the death of one of the Annuitants, as indicated below.

Note: Reduction of Income is not available on Life With Cash Refund, Life With Installment Refund Plans and Fixed Period Annuity.
Please select one of the following. If no selection is made the default survivor income is 100% subject to the limitations noted in the instructions. For Life with Period Certain Plans, any reduction in Annuity Income Payments, if applicable, applies after the end of the Period Certain, if the policy is in effect.

☐ No reduction of income at first death (100% to survivor)
☐ Income reduced to _____% ([40% to 99%]) of income at death of either Annuitant. **(Available for Non-Qualified and Traditional IRA plans)**
☐ Income reduced to _____% ([40% to 99%]) of income at death of Primary Annuitant.* **(Only available for Traditional IRA plan)** *Primary Annuitant is the Annuitant named in Section 4.

Section 12	ANNUITY PRODUCT OPTIONS Complete either Part A (Lifetime Income Annuity) OR Part B (Fixed Period Annuity). Choose one Annuity Income Payment option in Part A OR Enter the applicable information in Part B.

PART A - LIFETIME INCOME ANNUITY OPTIONS

☐ **LIFE ONLY** - Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). There is no death benefit under this option.

☐ **LIFE WITH CASH REFUND** (No reduction of income available with Joint Life plans.) Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). If the Annuitant(s) die(s) and: 1) the sum of the Annuity Income Payments received is less than the premium, the difference will be paid to the Beneficiary(ies) in one sum; or 2) the sum of the Annuity Income Payments equals or exceeds the premium, there will be no death benefit.

☒ **LIFE WITH INSTALLMENT REFUND** (No reduction of income available with Joint Life plans.) Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). If the Annuitant(s) die(s) and: 1) the sum of the Annuity Income Payments received is less than the premium, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) until the Annuity Income Payments equal the premium paid; or 2) the sum of Annuity Income Payments equals or exceeds the premium, there will be no death benefit.

☐ **LIFE WITH 25 PERCENT OF PREMIUM DEATH BENEFIT** – ONLY AVAILABLE FOR NON-QUALIFIED PLAN. Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). When the Annuitant(s) die(s), Annuity Income Payments cease and a death benefit equal to 25% of the premium is paid to the Beneficiary(ies) in one sum.

☐ **LIFE WITH 50 PERCENT OF PREMIUM DEATH BENEFIT** - ONLY AVAILABLE FOR NON-QUALIFIED PLAN. Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). When the Annuitant(s) die(s), Annuity Income Payments cease and a death benefit equal to 50% of the premium is paid to the Beneficiary(ies) in one sum.

☐ **LIFE WITH ____YEARS PERIOD CERTAIN** ***(Enter a number of whole years between [5 and 30].)***
Provides Annuity Income Payments guaranteed for the longer of the Period Certain selected or the life of the Annuitant(s). If the Annuitant(s) die(s): 1) before the Period Certain ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the Period Certain, or 2) after the Period Certain ends, there will be no more payments of any kind, including a death benefit.

PART B - FIXED PERIOD ANNUITY

SELECT A BENEFIT PERIOD: **___Years and [___Months.]** (Minimum [5] years; Maximum [40] Years)*. This option cannot be cancelled or modified after issue.

**For Qualified Plans, refer to the instructions page to determine the Maximum Allowable Guaranteed Period based on the Age of the IRA Owner.*

Section 13	DEATH BENEFIT COMMUTATION

PLEASE CHECK HERE ☐ If you have selected a Life With Installment Refund, Life With Period Certain or Fixed Period Annuity above, and give permission to your Beneficiary(ies) to receive, in one sum, the present value of any Annuity Income Payment(s) remaining after the Annuitant's death. The Owner may change this selection.

Section 14	OPTIONAL FEATURES Only **ONE** option may be selected. The options are not available if the Owner is under Age 59 1/2 when the Annuity Income Payments begin. These options cannot be cancelled or modified after issue.

☐ **Annual Increase Option (Inflation Adjustment)**

Enter a whole number percentage up to a maximum of [10%.]

Payments will increase by: _____ %

[Options Below Are Available For Non-Qualified Plans Only]

This option is <u>not available</u> if reduction of income for joint life plans was selected in Section 11.

☐ **Income Enhancement Option** **(Not available with the Fixed Period Annuity product)**

This option is <u>not available</u> if reduction of income for joint life plans was selected in Section 11.

☐ **Changing Needs Option** **(Not available with the Fixed Period Annuity product)**

Check **one** of the boxes below and fill in an appropriate percentage:

☐ Income increased by _____% (1% to 400%) of original amount on __/___/____* (MM/DD/YYYY)

☐ Income reduced by ____% (1% to 50%) of original amount on ___/___/____* (MM/DD/YYYY)

*The Income Adjustment Date may **NOT** change after the policy has been issued. **The Income Adjustment Date must be at least three (3) years after the Annuity Commencement Date.**

Section 15	ADDITIONAL INFORMATION – Attach a separate sheet if additional space is needed.

Section 16	FRAUD AND DISCLOSURE STATEMENT

Residents of jurisdictions other than the District of Columbia and Oregon:
Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. Penalties may include imprisonment, fines, or a denial of insurance benefits is a person provides false information.

Residents of the District of Columbia:
WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

Section 17	SIGNATURES AND TAX CERTIFICATION Read statement and Sign below.

I/We agree that:
(1) All of the answers to questions and statements in this application are true to the best of the knowledge and belief of those who made and recorded them. (2) **This contract will not become effective unless it is delivered to the Owner while the Owner(s) and Annuitant(s) are living.** (3) Unless otherwise indicated below, the Owner of this contract is the Applicant. (4) Under penalties of perjury, the Taxpayer Identification Numbers provided on this application are certified to be correct. (5) This contract is irrevocable. It cannot be cancelled after the applicable free look period and can never be surrendered or exchanged because it has no cash value. (6) I have read and understand the material features of the Annuity Income Payment options described in Section 12 of this application. (7) I understand that there is no death benefit, prior to or after the Annuity Commencement Date, if I select the Life Only Annuity Income Payment option. (8) No Agent is authorized to accept risks, make or change this application or change any policy issued by the Company, or give up any of the Owner's rights or requirements. (9) I understand that this contract is not backed or guaranteed by any bank or insured by the FDIC.

Signed at (City/State)	**Anywhere, DE**	**Dated On (MM/DD/YYYY)**	**01/01/2011**

Sign here	Sign here
▲**Applicant's Signature (Owner)**	▲**Joint Owner's Signature (if applicable)**
Sign here	Sign here
▲**Annuitant's Signature (if other than Owner)**	▲**Joint Annuitant's Signature (if applicable)**

211-A109 **SPECIMEN**

This section is not part of the application; however, it must be completed
(For Representative/Agent use only. Signature Required)

PRODUCER STATEMENT:		
1.	Is Owner a U.S. Citizen?	☐ Yes ☐ No If "No", check the appropriate box: ☐ Resident Alien ☐ Non-Resident Alien ☐ Other_____
2.	Is this a replacement of a life insurance or annuity policy?	☐ Yes ☐ No
3.	Does the applicant have any existing life insurance or annuity policies?	☐ Yes ☐ No If you have answered "Yes" to either question #2 or #3 of the Producer's Statement, please complete and submit the required replacement forms.
4.	Indicate which proof of age document is attached to the application:	☐ Driver's License / State Issued ID ☐ Passport ☐ Birth Certificate ☐ Military ID
5.	Is the Owner of the Policy a Trust?	☐ Yes ☐ No If you have answered "Yes," please attach pages of the Trust Agreement, including a copy of the title page, signature page, and any applicable trustee designation pages and amendments to the Trust.

All of the answers to questions and statements in the application are true to the best of the knowledge and belief of those who made and recorded them. I have used only company-approved sales material in connection with this application; and copies of all sales material used were left with the applicant.

Lifetime Income Annuity Compensation Option ☐ **Option A** ☐ **Option B** ☐ **Option C**

		Date / /	
▲ **Representative's/Agent's Signature**		(MM/ DD /YYYY)	
Representative's/Agent's Name			Tel. No
State License. No.		NYLIAC Code No.	
Firm/Agency Name			Firm/Agency Tel. No.
Firm/Agency Address	Street	City	State	Zip Code

APPLICATION FOR
Individual Single Premium Immediate Fixed Annuity
[New York Life Lifetime Income Annuity]
New York Life Insurance and Annuity Corporation (NYLIAC) (A Delaware Corporation)

Executive Office: [51 Madison Avenue, New York, NY 10010] **Home Office:** [200 Continental Drive, Suite 306, Newark, DE 19713]

Please print or type

Section 1	**ANNUITY PLAN TYPE - Select ONE plan type.**			
[☒ Non-Qualified]	[☐ Traditional IRA]	[☐ Inherited IRA*]	[☐ Roth IRA*]	[☐ Inherited Roth IRA*]
		[*Not Available for Joint Life Plans]		

Section 2	**OWNER**		
FIRST NAME (If Non-Living Entity, include TRUST/CORP. NAME) **John**	MIDDLE **J.**	LAST NAME **Doe**	SUFFIX
DATE OF BIRTH (MM/DD/YYYY) **01/01/1946**	SOCIAL SECURITY OR TAX I.D. NUMBER **111-11-1111**		☒ Male ☐ Female
COUNTRY OF CITIZENSHIP ☒ U.S. ☐ Other:	RELATIONSHIP TO ANNUITANT ☒ Self ☐ Spouse ☐ Other		
DAYTIME PHONE NUMBER **(111) 222- 3333**	EVENING PHONE NUMBER **(111) 222- 3334**		
MAILING ADDRESS (If mailing address is different than residence address or P.O. Box, please provide residence address below.)			
STREET OR P.O. BOX	CITY	STATE	ZIP CODE
RESIDENCE ADDRESS			
STREET	CITY	STATE	ZIP CODE

SUCCESSOR OWNER

Non-Qualified plans: If the Owner and Annuitant are different, a Successor Owner may be named to become the new Owner if the Owner dies while an Annuitant is living. If you do not name a Successor Owner, the Owner's estate is the default Successor Owner. **To name the Annuitant in Section 4 as Successor Owner, please check here ☐.** To name a different Successor Owner, use Section 15 (see instructions for required information). **For jointly owned policies**, the Successor Owner becomes the new Owner at the death of the last surviving Owner.

Qualified plans: For joint life policies, the Joint Annuitant is the Successor Owner.

Section 3	**JOINT OWNER** **Non-Qualified only. Unless otherwise specified in Section 15, ownership will be joint with right of survivorship.**		
FIRST NAME	MIDDLE	LAST NAME	SUFFIX
DATE OF BIRTH (MM/DD/YYYY)	SOCIAL SECURITY OR TAX I.D. NUMBER		☐ Male ☐ Female
COUNTRY OF CITIZENSHIP ☐ U.S. ☐ Other:	RELATIONSHIP TO ANNUITANT ☐ Self ☐ Spouse ☐ Other		
DAYTIME PHONE NUMBER	EVENING PHONE NUMBER		
MAILING ADDRESS (If mailing address is different than residence address or P.O. Box, please provide residence address below.)			
STREET OR P.O. BOX	CITY	STATE	ZIP CODE
RESIDENCE ADDRESS			
STREET	CITY	STATE	ZIP CODE

Section 4	**ANNUITANT** **Proof of Age Required for the Lifetime Income Annuity. Please complete if Annuitant is not the Owner or Joint Owner.**		
FIRST NAME	MIDDLE	LAST NAME	SUFFIX
DATE OF BIRTH (MM/DD/YYYY)	SOCIAL SECURITY OR TAX I.D. NUMBER		
COUNTRY OF CITIZENSHIP ☐ U.S. ☐ Other:	☐ Male ☐ Female		
DAYTIME PHONE NUMBER	EVENING PHONE NUMBER		
RESIDENCE ADDRESS (Required)			
STREET	CITY	STATE	ZIP CODE

Section 5	JOINT ANNUITANT Proof of Age Required. Complete for Joint Lifetime Income Annuities only. Please complete if Joint Annuitant is not the Owner or Joint Owner.

Check One: ☐Owner ☐ Joint Owner ☐ Other (Complete Below)

FIRST NAME	MIDDLE	LAST NAME	SUFFIX

DATE OF BIRTH (MM/DD/YYYY)	SOCIAL SECURITY OR TAX I.D. NUMBER
COUNTRY OF CITIZENSHIP ☐ U.S. ☐ Other:	☐ Male ☐ Female

DAYTIME PHONE NUMBER	EVENING PHONE NUMBER	Relationship to Annuitant ☐ Spouse ☐Non-Spouse

RESIDENCE ADDRESS (Required)

STREET	CITY	STATE	ZIP CODE

Section 6	PAYEE

Percentage: 100 % (Enter a percentage distribution for Payee named below.)
NOTE: If more than one Payee, list information for each additional Payee in Section 15 and indicate percentage of distribution for each. If more than one Payee and no percentage(s) are provided, payment will be divided equally. PERCENTAGES FOR ALL PAYEES MUST TOTAL 100%.

Check one: ☒ Owner ☐ Joint Owner ☐ Annuitant ☐ Joint Annuitant ☐ Other (complete below)

FIRST NAME	MIDDLE	LAST NAME	SUFFIX

COUNTRY OF CITIZENSHIP ☐ U.S. ☐ Other:	SOCIAL SECURITY OR TAX I.D. NUMBER

DATE OF BIRTH (MM/DD/YYYY)	DAYTIME PHONE NUMBER	EVENING PHONE NUMBER

MAILING ADDRESS (Required)

STREET	CITY	STATE	ZIP CODE

Section 7	BENEFICIARY Leave Blank for Life Only Plans. Note: Primary and Contingent designations must each total 100%. If no percentage(s) are provided, benefits will be divided equally. Please use Section 15 to enter additional Beneficiary information.

PRIMARY BENEFICIARY'S FULL NAME/ENTITY NAME	RELATIONSHIP TO OWNER	
Jane J. Doe	**Spouse**	
SOCIAL SECURITY NUMBER OR TAX I.D. NUMBER	DATE OF BIRTH (MM/DD/YYYY)	PERCENTAGE
222-22-2222	**01/01/1947**	**100** %
PRIMARY BENEFICIARY'S FULL NAME/ENTITY NAME	RELATIONSHIP TO OWNER	
SOCIAL SECURITY NUMBER OR TAX I.D. NUMBER	DATE OF BIRTH (MM/DD/YYYY)	PERCENTAGE %
CONTINGENT BENEFICIARY'S FULL NAME/ENTITY NAME	RELATIONSHIP TO OWNER	
SOCIAL SECURITY NUMBER OR TAX I.D. NUMBER	DATE OF BIRTH (MM/DD/YYYY)	PERCENTAGE %
CONTINGENT BENEFICIARY'S FULL NAME/ENTITY NAME	RELATIONSHIP TO OWNER	
SOCIAL SECURITY NUMBER OR TAX I.D. NUMBER	DATE OF BIRTH (MM/DD/YYYY)	PERCENTAGE %

Section 8	ANNUITY PREMIUM AMOUNT
Premium Amount: $ [10,000]	(Indicate total estimated amount including cash with application and anticipated transfer/exchange amount. If paying by check, make payable to NYLIAC.)

Section 9	REPLACEMENT INFORMATION If "Yes" to A or B, provide policy information below. Please use Section 15 to include information if more than two policies are being replaced.
A) Is the policy applied for a replacement of a life insurance or annuity policy? B) Do you have any existing life insurance or annuity policies?	☐ Yes ☒ No ☐ Yes ☒ No
Company Name – Policy Number – Estimated Cash Value – Cost Basis (for Non-qualified Policies)	1035 Exchange: ☐ Yes ☐ No
Company Name – Policy Number – Estimated Cash Value – Cost Basis (for Non-qualified Policies)	1035 Exchange: ☐ Yes ☐ No

Section 10	ANNUITY INCOME PAYMENT INFORMATION Payments must begin within one year of the Policy Date.

Frequency of Annuity Income Payments: Choose ONE: [☒Monthly ☐ Quarterly ☐ Semi-annually ☐ Annually]

IMPORTANT NOTE: You may change the Annuity Commencement Date shown in the illustration you received. However, changing the Annuity Commencement Date will change the Annuity Income Payment amount shown in the illustration.
ANNUITY COMMENCEMENT DATE: Payments will begin one payment period after the Policy Date, unless otherwise indicated. **ONLY** if you would like payments to begin on another date, specify that date here: ___/___/____.

Section 11	REDUCTION OF INCOME FOR JOINT LIFE PLANS If a Joint Annuitant is named, payments will continue upon the death of one of the Annuitants, as indicated below.

Note: Reduction of Income is not available on Life With Cash Refund and Life With Installment Refund Plans.
Please select one of the following. If no selection is made the default survivor income is 100% subject to the limitations noted in the instructions. For Life with Period Certain Plans, any reduction in Annuity Income Payments, if applicable, applies after the end of the Period Certain, if the policy is in effect.

☐ No reduction of income at first death (100% to survivor)
☐ Income reduced to _____% ([40% to 99%]) of income at death of either Annuitant. **(Available for Non-Qualified and Traditional IRA plans)**
☐ Income reduced to _____% ([40% to 99%]) of income at death of Primary Annuitant.* **(Only available for Traditional IRA plan)** *Primary Annuitant is the Annuitant named in Section 4.

Section 12	ANNUITY PRODUCT OPTIONS Choose one Annuity Income Payment option.

LIFETIME INCOME ANNUITY OPTIONS

☐ **LIFE ONLY** - Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). There is no death benefit under this option.

☐ **LIFE WITH CASH REFUND** (No reduction of income available with Joint Life plans.) Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). If the Annuitant(s) die(s) and: 1) the sum of the Annuity Income Payments received is less than the premium, the difference will be paid to the Beneficiary(ies) in one sum; or 2) the sum of the Annuity Income Payments equals or exceeds the premium, there will be no death benefit.

☒ **LIFE WITH INSTALLMENT REFUND** (No reduction of income available with Joint Life plans.) Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). If the Annuitant(s) die(s) and: 1) the sum of the Annuity Income Payments received is less than the premium, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) until the Annuity Income Payments equal the premium paid; or 2) the sum of Annuity Income Payments equals or exceeds the premium, there will be no death benefit.

☐ **LIFE WITH 25 PERCENT OF PREMIUM DEATH BENEFIT** – ONLY AVAILABLE FOR NON-QUALIFIED PLAN. Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). When the Annuitant(s) die(s), Annuity Income Payments cease and a death benefit equal to 25% of the premium is paid to the Beneficiary(ies) in one sum.

☐ **LIFE WITH 50 PERCENT OF PREMIUM DEATH BENEFIT** - ONLY AVAILABLE FOR NON-QUALIFIED PLAN. Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). When the Annuitant(s) die(s), Annuity Income Payments cease and a death benefit equal to 50% of the premium is paid to the Beneficiary(ies) in one sum.

☐ **LIFE WITH ____YEARS PERIOD CERTAIN** ***(Enter a number of whole years between[5 and 30.)***
Provides Annuity Income Payments guaranteed for the longer of the Period Certain selected or the life of the Annuitant(s). If the Annuitant(s) die(s): 1) before the Period Certain ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the Period Certain, or 2) after the Period Certain ends, there will be no more payments of any kind, including a death benefit.

Section 13	DEATH BENEFIT COMMUTATION

PLEASE CHECK HERE ☐ If you have selected a Life With Installment Refund, or Life With Period Certain above, and give permission to your Beneficiary(ies) to receive, in one sum, the present value of any Annuity Income Payment(s) remaining after the Annuitant's death. The Owner may change this selection.

Section 14	OPTIONAL FEATURES Only **ONE** option may be selected. The options are not available if the Owner is under Age 59 1/2 when the Annuity Income Payments begin. These options cannot be cancelled or modified after issue.

☐ **Annual Increase Option (Inflation Adjustment)**

Enter a whole number percentage up to a maximum of [10%.]

Payments will increase by: _____ %

[Options Below Are Available For Non-Qualified Plans Only]

This option is <u>not available</u> if reduction of income for joint life plans was selected in Section 11.

☐ **Income Enhancement Option**

This option is <u>not available</u> if reduction of income for joint life plans was selected in Section 11.

☐ **Changing Needs Option**

Check **one** of the boxes below and fill in an appropriate percentage:

☐ Income increased by _____% (1% to 400%) of original amount on __/___/____* (MM/DD/YYYY)

☐ Income reduced by ____% (1% to 50%) of original amount on ___/___/____* (MM/DD/YYYY)

*The Income Adjustment Date may **NOT** change after the policy has been issued. **The Income Adjustment Date must be at least three (3) years after the Annuity Commencement Date.**

Section 15	ADDITIONAL INFORMATION **Attach a separate sheet if additional space is needed.**

Section 16	FRAUD AND DISCLOSURE STATEMENT

Residents of jurisdictions other than the District of Columbia and Oregon:
Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. Penalties may include imprisonment, fines, or a denial of insurance benefits is a person provides false information.

Residents of the District of Columbia:
WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

Section 17	SIGNATURES AND TAX CERTIFICATION Read statement and Sign below.

I/We agree that:
(1) All of the answers to questions and statements in this application are true to the best of the knowledge and belief of those who made and recorded them. (2) **This contract will not become effective unless it is delivered to the Owner while the Owner(s) and Annuitant(s) are living.** (3) Unless otherwise indicated below, the Owner of this contract is the Applicant. (4) Under penalties of perjury, the Taxpayer Identification Numbers provided on this application are certified to be correct. (5) This contract is irrevocable. It cannot be cancelled after the applicable free look period and can never be surrendered or exchanged because it has no cash value. (6) I have read and understand the material features of the Annuity Income Payment options described in Section 12 of this application. (7) I understand that there is no death benefit, prior to or after the Annuity Commencement Date, if I select the Life Only Annuity Income Payment option. (8) No Agent is authorized to accept risks, make or change this application or change any policy issued by the Company, or give up any of the Owner's rights or requirements. (9) I understand that this contract is not backed or guaranteed by any bank or insured by the FDIC.

Signed at (City/State)	**Anywhere,DE**	**Dated On (MM/DD/YYYY)**	**01/01/2011**

Sign here	Sign here
▲**Applicant's Signature (Owner)**	▲**Joint Owner's Signature (if applicable)**
Sign here	Sign here
▲**Annuitant's Signature (if other than Owner)**	▲**Joint Annuitant's Signature (if applicable)**

211-A110 **SPECIMEN**

This section is not part of the application; however, it must be completed
(For Representative/Agent use only. Signature Required)

PRODUCER STATEMENT:		
1.	Is Owner a U.S. Citizen?	☐ Yes ☐ No If "No", check the appropriate box: ☐ Resident Alien ☐ Non-Resident Alien ☐ Other_____
2.	Is this a replacement of a life insurance or annuity policy?	☐ Yes ☐ No
3.	Does the applicant have any existing life insurance or annuity policies?	☐ Yes ☐ No If you have answered "Yes" to either question #2 or #3 of the Producer's Statement, please complete and submit the required replacement forms.
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Lifetime Income Annuity Compensation Option ☐ **Option A** ☐ **Option B** ☐ **Option C**

		Date / /	
▲ **Representative's/Agent's Signature**		(MM/ DD /YYYY)	
Representative's/Agent's Name			Tel. No
State License. No.		NYLIAC Code No.	
Firm/Agency Name			Firm/Agency Tel. No.
Firm/Agency Address	Street	City	State	Zip Code