Filing at a Glance

Company: New York Life Insurance and Annuity Corporation

Product Name: Fixed Hybrid Deferred Annuities
SERFF Tr Num: NYLA-127349785
State: Arkansas

TOI: A02I Individual Annuities- Deferred Non-Variable
SERFF Status: Closed-Approved-Closed
State Tr Num: 49842

Sub-TOI: A02I.003 Single Premium
Co Tr Num: 211-P113
State Status: Approved-Closed

Filing Type: Form
Reviewer(s): Linda Bird

Authors: Susan Britton, April Rodriguez
Disposition Date: 09/27/2011

Date Submitted: 09/21/2011
Disposition Status: Approved-Closed

Implementation Date Requested: On Approval
Implementation Date:

State Filing Description:

General Information

Project Name: Fixed Hybrid Deferred Annuities
Status of Filing in Domicile: Pending

Project Number: 211-P113
Date Approved in Domicile:

Requested Filing Mode: Review & Approval
Domicile Status Comments:

Explanation for Combination/Other:
Market Type: Individual

Submission Type: New Submission
Individual Market Type:

Overall Rate Impact:
Filing Status Changed: 09/27/2011

State Status Changed: 09/27/2011

Deemer Date:
Created By: April Rodriguez

Submitted By: April Rodriguez
Corresponding Filing Tracking Number: 211-P113

Filing Description:

This filing consists of six new single premium individual deferred fixed annuity policies.

Company and Contact

Filing Contact Information

April Rodriguez, Contract Consultant
april_rodriguez@newyorklife.com

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

Filing Company Information

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

Filing Fees

Fee Required?	Yes
Fee Amount:	$300.00
Retaliatory?	Yes
Fee Explanation:	$50 per form x 6 forms = $300.00
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
New York Life Insurance and Annuity Corporation	$300.00	09/21/2011	51954866

SERFF Tracking Number:	*NYLA-127349785*	*State:*	*Arkansas*
Filing Company:	*New York Life Insurance and Annuity Corporation*	*State Tracking Number:*	*49842*
Company Tracking Number:	*211-P113*		
TOI:	*A02I Individual Annuities- Deferred Non-Variable*	*Sub-TOI:*	*A02I.003 Single Premium*
Product Name:	*Fixed Hybrid Deferred Annuities*		
Project Name/Number:	*Fixed Hybrid Deferred Annuities/211-P113*		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/27/2011	09/27/2011

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Single Premium Individual Deferred Fixed Annuity Policy	April Rodriguez	09/23/2011	09/23/2011
Form	Single Premium Individual Deferred Fixed Annuity Policy	April Rodriguez	09/23/2011	09/23/2011
Form	Single Premium Individual Deferred Fixed Annuity Policy	April Rodriguez	09/23/2011	09/23/2011
Supporting Document	Redline Copies of Policy Forms	April Rodriguez	09/23/2011	09/23/2011

Disposition

Disposition Date: 09/27/2011
Implementation Date:
Status: Approved-Closed
Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	*NYLA-127349785*	*State:*	*Arkansas*
Filing Company:	*New York Life Insurance and Annuity Corporation*	*State Tracking Number:*	*49842*
Company Tracking Number:	*211-P113*		
TOI:	*A02I Individual Annuities- Deferred Non-Variable*	*Sub-TOI:*	*A02I.003 Single Premium*
Product Name:	*Fixed Hybrid Deferred Annuities*		
Project Name/Number:	*Fixed Hybrid Deferred Annuities/211-P113*		

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	Statement of Variability		Yes
Supporting Document	Redline Copies of Policy Forms		Yes
Form *(revised)*	Single Premium Individual Deferred Fixed Annuity Policy		Yes
Form	Single Premium Individual Deferred Fixed Annuity Policy	Replaced	Yes
Form *(revised)*	Single Premium Individual Deferred Fixed Annuity Policy		Yes
Form	Single Premium Individual Deferred Fixed Annuity Policy	Replaced	Yes
Form *(revised)*	Single Premium Individual Deferred Fixed Annuity Policy		Yes
Form	Single Premium Individual Deferred Fixed Annuity Policy	Replaced	Yes
Form	Single Premium Individual Deferred Fixed Annuity Policy		Yes
Form	Single Premium Individual Deferred Fixed Annuity Policy		Yes
Form	Single Premium Individual Deferred Fixed Annuity Policy		Yes

Amendment Letter

Submitted Date: 09/23/2011

Comments:

Dear Commissioner:

This filing is being amended to include revisions to the attached referenced Policies. For ease of review, we have enclosed redline copies of the policy forms that have been revised.

If you have any questions regarding this submission, you may contact me at 914-846-3690 or at my e-mail address april_rodriguez@newyorklife.com.

Sincerely,
April Rodriguez
Contract Consultant

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-P113	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Single Premium Individual Deferred Fixed Annuity Policy	Initial				59.700	Policy-211-P113.pdf
211-P114	Policy/Contract/Fraternal Certificate: Amendment, Insert	Single Premium Individual Deferred Fixed	Initial				59.900	Policy-211-P114.pdf

	Page, Endorsement or Rider	Annuity Policy			
211-P115	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Single Premium Individual Deferred Fixed Annuity Policy	Initial	59.800	Policy-211-P115.pdf

Supporting Document Schedule Item Changes:

User Added -Name: Redline Copies of Policy Forms

Comment:

Policy-211-P113-Marked 9.22.11.pdf

Policy-211-P114-Marked 9.22.11.pdf

Policy-211-P115-Marked 9.22.11.pdf

SERFF Tracking Number:	*NYLA-127349785*	*State:*	*Arkansas*
Filing Company:	*New York Life Insurance and Annuity Corporation*	*State Tracking Number:*	*49842*
Company Tracking Number:	*211-P113*		
TOI:	*A02I Individual Annuities- Deferred Non-Variable*	*Sub-TOI:*	*A02I.003 Single Premium*
Product Name:	*Fixed Hybrid Deferred Annuities*		
Project Name/Number:	*Fixed Hybrid Deferred Annuities/211-P113*		

Form Schedule

Lead Form Number: 211-P113

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	211-P113	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Single Premium Individual Deferred Fixed Annuity Policy	Initial		59.700	Policy-211-P113.pdf
	211-P114	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Single Premium Individual Deferred Fixed Annuity Policy	Initial		59.900	Policy-211-P114.pdf
	211-P115	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Single Premium Individual Deferred Fixed Annuity Policy	Initial		59.800	Policy-211-P115.pdf
	211-P116	Policy/Contract/Fratern	Single Premium Individual Deferred	Initial		59.400	Policy-211-P116.pdf

	al Certificate: Amendment, Insert Page, Endorsement or Rider	Fixed Annuity Policy			
211-P117	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Single Premium Individual Deferred Fixed Annuity Policy	Initial	59.500	Policy-211-P117.pdf
211-P118	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Single Premium Individual Deferred Fixed Annuity Policy	Initial	59.600	Policy-211-P118.pdf

[Annuitant - - John Doe**]**
[Policy Number - - 00 000 000**]**
[Policy Date - - April 1, 2011**]**

New York Life Insurance and Annuity Corporation

(A Delaware Corporation)

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

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

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

ANNUITY BENEFIT On the Annuity Commencement Date, the Accumulation Value will be applied to provide periodic Income Payments, as stated in the Annuity Benefit section.

DEATH BENEFIT If you die before the Annuity Commencement Date, we will pay death benefit proceeds to the Beneficiary upon our receipt of Proof of Death and all claim information.

SURRENDER CHARGES may be waived as described in this Policy.

Upon surrender, the amount received may be less than the Premium Payment. See Return of Premium Benefit section on the Policy Data Page for details.

RIGHT TO RETURN POLICY Please examine this Policy. Within 10 days (or longer if required by state law) after delivery, you can return it to the Corporation or to the agent through whom it was purchased, with a written request for a full refund of the premium. Upon receipt of this request, the Policy will be void from the start, and a full premium refund will be made.

REPORT TO OWNER At least once each Policy Year, New York Life Insurance and Annuity Corporation will provide a report in connection with this Policy. The report will tell you how much Accumulation Value there is as of the end of the reporting period. It will also give the Owner any other facts required by state law or regulations.

The Issue Date is shown on the Policy Data Page.

If you have questions or concerns about your Policy, please contact us at www.newyorklife.com or call us at [1-800-695-9873].

President

Secretary

[New York Life Secure Term Choice Fixed Annuity]

Individual Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

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

New York Life Insurance and Annuity Corporation

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

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

POLICY DATA PAGE

Annuitant	--	[John Doe]	AGE: [35]	[MALE]
Policy Number	--	[00 000 000]		
Policy Date	--	[April 1, 2011]		
Owner	--	[John Doe]		
Plan	--	[Non-Qualified]		

Premium Payment:	$[5,000.00]
Initial Interest Rate Guarantee Period Ending On:	[March 31, 2016]
Renewal Interest Rate Guarantee Period:	[Annually]
Initial Interest Rate:	[2.0%] (Effective annual yield)
Guaranteed Minimum Interest Rate:	[1.0%] (Effective annual yield)
Nonforfeiture Rate:	[1.0%]

ANNUITY COMMENCEMENT DATE: [April 1, 2066]

SURRENDER CHARGES:

a) **SURRENDER CHARGE SCHEDULE**

POLICY YEAR	PERCENTAGE	POLICY YEAR	PERCENTAGE
[1	7%	4	6%
2	7%	5	5%
3	7%	6	0%**]**

b) **ANNUAL SURRENDER CHARGE FREE AMOUNT(S)**

Surrender Charges Are Applied as Follows:

If the Premium Payment is less than [$100,000], the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greater of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year ([ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year), less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges.

If the Premium Payment is [$100,000] or more, the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greatest of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year ([ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year), less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or C) that portion of the Accumulation Value that exceeds the Premium Payment made to this Policy.

[Return of Premium Benefit Effective Date: [April 1, 2013] **]**

RETURN OF PREMIUM BENEFIT*

[The Return of Premium Benefit provides that all or a portion of the Premium Payment may be refunded to you, subject to the conditions described below:

a) Prior to the Return of Premium Benefit Effective Date, Surrender Charges, if applicable, will be applied as described in Section 5.4 of this Policy. Upon surrender, the amount received may be less than the Premium Payment.

b) As of the Return of Premium Benefit Effective Date, this benefit will equal the Premium Payment, less any prior Partial Withdrawals, less any Surrender Charges that may have been assessed on those prior Partial Withdrawals.

   The maximum Surrender Charge on a Partial Withdrawal or a full surrender taken on or after the Return of Premium Benefit Effective Date will never exceed the total interest credited to the Policy.

   Surrender Charges may also be waived as described in Section 5.5 of this Policy.

Return of Premium Benefit Calculation Example
Using the Policy Value Assumptions below, the Return of Premium Benefit amount is determined as follows:

Policy Value Assumptions Summary:
Policy Date: January 1, 2012
Return of Premium Benefit Effective Date: January 1, 2014
$10,000 = Premium Payment
$3,000 = Total Partial Withdrawals prior to 2nd Policy Anniversary
$139.30 = Surrender Charge on Partial Withdrawals prior to 2nd Policy Anniversary

Return of Premium Benefit calculation as of January 1, 2014
$10,000 – [$3,000 + $139.30] = $6,860.70

Any Partial Withdrawal taken on or after the Return of Premium Benefit Effective Date reduces the remaining Return of Premium Benefit by the amount of the Partial Withdrawal (See End-of-Year calculations under 2nd Policy Anniversary).**

Policy Value Assumptions for Return of Premium Benefit Calculation Example Above (All assumptions are for illustration purposes only)

The Policy Values below assume that the Return of Premium Benefit Effective Date begins on the 2nd Policy Anniversary (two years after the Policy Date). Your Policy may have a different Return of Premium Benefit Effective Date than the date shown in this example.

Partial Withdrawals displayed occur on the Policy Anniversary (first day of the Policy Year). Surrenders occur on the last day of the Policy Year.

Policy Date: January 1, 2012
Premium Payment: $10,000
Return of Premium Effective Date: January 1, 2014
Current Interest Rate Credited: 1.0%
Surrender Charge Schedule: 7%, 7%, 7%, 6%, 5%, 4%, 3%
Surrender Charge-Free Percentage Each Policy Year: See Surrender Charge section of the Policy Data Page

January 1, 2012 (Policy Date)
Premium: $10,000
Return of Premium Benefit: N/A
Partial Withdrawal: None
Interest Credited in Policy Year: $100

End-of-Year Accumulation Value: $10,100
Surrender Charge for End-of-Year Surrender: $636.30
End-of-Year Surrender Value: $9,463.70 ($10,100 – $636.30)

January 1, 2013 (1st Policy Anniversary)
Starting Accumulation Value: $10,100
Return of Premium Benefit: N/A
Partial Withdrawal: $3,000
Surrender Charge on Partial Withdrawal: $139.30
Interest Credited in Policy Year: $69.61

End-of-Year Accumulation Value: $7,030.31
Surrender Charge for End-of-Year Surrender: $492.12
End-of-Year Surrender Value: $6,538.19 ($7,030.31 – $492.12)

January 1, 2014 (2nd Policy Anniversary) **(Return of Premium Benefit Effective Date)**
Starting Accumulation Value: $7,030.01
Return of Premium Benefit: $6,860.70 (See Return of Premium Benefit Calculation Above)
Partial Withdrawal: $5,000
Surrender Charge on Partial Withdrawal: $169.61 (limited to interest credited from Policy Date until day of withdrawal)
Interest Credited in Policy Year: $18.60

End-of-Year Accumulation Value: $1,879.30
Surrender Charge for End-of-Year Surrender: $131.51
Surrender Charge limit: $18.60 (interest credited)
Amount Paid Upon End-of-Year Surrender: $1,860.70 ($1,879.30 – $18.60)
** Return of Premium Benefit: $1,860.70 ($6,860.70 – $5,000) = Return of Premium Benefit – Partial Withdrawal**]**

[The Return of Premium Benefit provides that the Premium Payment is guaranteed to be refunded to you. Upon surrender of the Policy or on Partial Withdrawals, Surrender Charges, if any, will be waived to the extent that the amount of the Surrender Charge exceeds the interest credited to the Policy.

Surrender Charges may also be waived as described in Section 5.5 of this Policy.**]**

[*If this Policy is issued as a TSA/403(b) plan, the Return of Premium Benefit may be further reduced by an unpaid loan amount at the time of surrender.]

MINIMUMS

Minimum Partial Withdrawal Amount: $100.00

Minimum Accumulation Value that must be maintained in the Policy after a Partial Withdrawal: $2,000.00

ENHANCED DEATH BENEFIT:

Maximum Enhanced Death Benefit Rate:	100% of Adjusted Premium Payment
Guaranteed Enhanced Death Benefit Rate:	40% of Adjusted Accumulation Value

ISSUE DATE: [April 2, 2011]

We & You

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

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

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DEFINITIONS

These terms are capitalized when used throughout this Policy.

ACCUMULATION VALUE: The Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. This value will never be less than the Nonforfeiture Value.

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

ANNUITANT: The individual whose life will determine the Income Payments.

ANNUITY COMMENCEMENT DATE: The date on which Income Payments under this Policy are scheduled to begin. This date may not be earlier than the first Policy Anniversary.

BENEFICIARY: The person(s) or entity(ies) having the right to receive the death benefit as set forth in this Policy and who is the "designated Beneficiary" for purposes of Section 72 of the Internal Revenue Code.

GUARANTEED CASH SURRENDER VALUE: Prior to the Return of Premium Benefit Effective Date**,** the Guaranteed Cash Surrender Value is equal to the greater of:

a) the Accumulation Value, based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate as shown on the Policy Data Page, less any Surrender Charges that may apply; or
b) the Nonforfeiture Value.

After the Return of Premium Benefit Effective Date**,** the Guaranteed Cash Surrender Value is equal to the greatest of:

a) or b) above; or
c) the Return of Premium Benefit described on the Policy Data Page.

INCOME PAYMENTS: Periodic payments NYLIAC makes to the Payee, on or after the Annuity Commencement Date.

INTEREST RATE GUARANTEE PERIOD: The period during which the declared interest rate is guaranteed not to change.

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

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

NONFORFEITURE RATE: The Nonforfeiture Rate, as shown on the Policy Data Page, is equal to the lesser of:

a) 3.00%; and
b) a rate that is not less than 1.00% and determined by using the six-month average of the five-year Constant Maturity Treasury Rate reported by the Federal Reserve for December through May (for period beginning July 1) and June through November (for period beginning January 1), rounded to the nearest .05%, minus 1.25%.

NONFORFEITURE VALUE: The Nonforfeiture Value is equal to 87.50% of the Premium Payment accumulated at the Nonforfeiture Rate since the Policy Date, minus any amounts withdrawn, accumulated at the Nonforfeiture Rate since the date of withdrawal.

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

OWNER: ("you, your") The person(s) or entity(ies) designated as the Owner of this Policy or as subsequently changed, and upon whose death prior to the Annuity Commencement Date benefits under the Policy may be paid. If NYLIAC issues a jointly owned Policy, ownership rights and privileges under this Policy must be exercised jointly and death benefits payable under this Policy before the Annuity Commencement Date will be paid upon the death of any joint Owner.

PARTIAL WITHDRAWAL: Any part of the Accumulation Value paid to you, at your request, in accordance with the terms of this Policy.

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

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

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

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

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

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

PREMIUM PAYMENT: The amount paid to the Corporation as consideration for the benefits provided by this Policy.

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

QUALIFIED PLAN: A retirement plan under the Internal Revenue Code of 1986, as amended, including Sections 401(a), 403(b), 408, 408(A) and 457(b).

REQUIRED MINIMUM DISTRIBUTION (RMD) AUTOMATED OPTION: The calculation and automatic processing of the Required Minimum Distribution (RMD) under certain Qualified Plans pursuant to IRC Section 401(a)(9) on a scheduled interval (monthly, quarterly, semi-annually, or annually). RMD is the minimum amount that the IRS requires the owners of certain Qualified Plans to withdraw each year generally beginning no later than April 1 of the calendar year following the calendar year in which the Owner attains age 70½.

SURRENDER CHARGE: An amount charged by the Corporation during the Surrender Charge period as shown under the Surrender Charge schedule on the Policy Data Page, and occurring when a Partial Withdrawal of the Accumulation Value is made or when the Policy is surrendered for its Accumulation Value.

SECTION ONE - ANNUITY BENEFIT

1.1 When Will Income Payments Begin?

Income Payments are scheduled to begin on the Annuity Commencement Date shown on the Policy Data Page or as changed in accordance with Section 1.2, provided this Policy is in force on that date. Income Payments will be made to the Payee each month. However, once Income Payments begin, the Income Payment option may not be changed. If the Accumulation Value of this Policy is an amount that would provide Income Payments of less than $20 a month on the Annuity Commencement Date, we will pay you the Accumulation Value in a single sum.

1.2 May The Annuity Commencement Date Be Changed?

If we agree, the Annuity Commencement Date shown on the Policy Data Page may be changed to an earlier date not before the first Policy Anniversary or deferred to a later date. If you wish to change the date, you must notify us in writing at least one month before the Annuity Commencement Date. The Annuitant's Age on the Annuity Commencement Date may not be greater than the Age as required by the laws of the state in which this Policy was issued.

1.3 How Are Income Payment Amounts Determined?

We will determine the amount of each monthly Income Payment on the Annuity Commencement Date. We do this by applying the total Accumulation Value of the Policy, less any state premium tax that may be payable as provided in Section 5.6, to the Income Payment rate in effect on the Annuity Commencement Date. Income Payment rates are based on the adjusted Age and sex of the Annuitant. To find the adjusted Age in the year the first payment is due, we first set the Annuitant's Age to be the lesser of Age 100 or their Age at the time of the first payment, and then adjust it according to the following table:

2011-2019	2020-2028	2029-2038	2039&later
0	-1	-2	-3

The amount of each monthly Income Payment will not be less than an amount based on the corresponding rate shown in the Life Income – Guaranteed Period Payment Table. These minimum amounts are ten-year certain and life amounts based on the Annuity 2000 Mortality Table with Projection Scale G applied for fifteen years static and generationally thereafter, and with interest compounded each year at one percent (1.0%).

When asked, we will state in writing what the minimum amount of each monthly Income Payment would be under this provision.

LIFE INCOME-GUARANTEED PERIOD PAYMENT TABLE

Minimum Monthly Payment Guaranteed for 10 years per $1,000 of Proceeds

Adjusted Age	Male	Female	Adjusted Age	Male	Female
60	$3.39	$3.08	81	$6.65	$6.28
61	3.49	3.16	82	6.84	6.51
62	3.59	3.25	83	7.03	6.72
63	3.70	3.35	84	7.21	6.94
64	3.81	3.45	85	7.39	7.15
65	3.94	3.55	86	7.56	7.35
66	4.06	3.67	87	7.73	7.54
67	4.20	3.79	88	7.88	7.72
68	4.34	3.91	89	8.02	7.89
69	4.49	4.05	90	8.16	8.04
70	4.64	4.19	91	8.28	8.18
71	4.80	4.34	92	8.38	8.30
72	4.96	4.50	93	8.47	8.41
73	5.13	4.67	94	8.54	8.50
74	5.31	4.85	95	8.60	8.57
75	5.49	5.03	96	8.65	8.62
76	5.67	5.22	97	8.69	8.67
77	5.86	5.43	98	8.71	8.70
78	6.06	5.63	99	8.73	8.72
79	6.25	5.85	100	8.74	8.74
80	6.45	6.06			

1.4 How Are Income Payments Made?

We may require proof of the Annuitant's birth date before Income Payments begin. Under the Life Income-Guaranteed Period option, we will make equal payments to the Payee each month during the lifetime of the Annuitant. Income Payments do not change and are guaranteed for a period of 10 years (120 monthly payments) even if the Annuitant dies sooner. We may require proof of the Annuitant's survival as a condition for Income Payments beyond the guaranteed period.

1.5 Are There Other Methods Of Income Payments?

If we agree, you may elect, on or before the Annuity Commencement Date, to have the Accumulation Value placed under some other Income Payment option.

SECTION TWO - OWNER, ANNUITANT, BENEFICIARY

2.1 What Are The Rights Of Ownership?

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

2.2 May The Owner Be Different From The Annuitant?

The Owner of this Policy may be different from the Annuitant, but unless it is indicated on the Policy Data Page or ownership is subsequently changed, you are the Annuitant and the Owner of this Policy. However, the Annuitant and Owner must generally be the same individual for Policies issued in connection with Qualified Plans.

2.3 How Do You Change The Owner Of This Policy?

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

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

2.4 May More Than One Beneficiary Be Named?

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

2.5 How Do You Change A Beneficiary Of This Policy?

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

2.6 What Happens If The Annuitant Dies Before The Annuity Commencement Date?

If the Annuitant is not the Owner and the Annuitant dies before the Annuity Commencement Date, when we receive Proof of Death, you will become the Annuitant of this Policy. If this Policy is jointly owned, the first Owner named will become the Annuitant. If the Owner is a grantor trust for federal income tax purposes and the grantor(s) is a natural person, the Policy will be treated as owned by a natural person and the first named living grantor will become the new Annuitant.

If the Owner is not a natural person, upon the death of the Annuitant, the Policy will end and we will pay the death benefit to the Beneficiary(ies) as provided in Section 2.11. The death benefit is an amount equal to the Accumulation Value of this Policy as of the date of the Annuitant's or grantor's death, as applicable. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11.

2.7 What Happens If The Annuitant Dies After The Annuity Commencement Date?

If the Annuitant dies after the Annuity Commencement Date, but before the end of the guaranteed period of the Income Payments, we will then make the Income Payments to the Beneficiary for the remainder of the Income Payment period, even if the Payee is alive. If the Annuitant dies after the end of the guaranteed period of the Income Payments, no amount will be payable to the Payee or any Beneficiary.

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

If you die before the Annuity Commencement Date, the Policy will end. When we receive Proof of Death, we will pay the Beneficiary(ies) the death benefit, which is an amount equal to the Accumulation Value of this Policy as of the date of death. If this Policy is jointly owned, this provision will apply at the death of either Owner. If the Owner is a grantor trust and a grantor is a natural person, upon the death of a

grantor, the Policy will end and we will pay the death benefit. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11. However, if your surviving spouse is the sole primary Beneficiary, your spouse may elect, in writing, to continue the Policy as the new Owner, as provided in Section 2.14, subject to certain Qualified Plan limitations. If the Owner is not a natural person or is a grantor trust, see Section 2.6.

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

Unless you provide otherwise, if you die after the Annuity Commencement Date and before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period. If this Policy is jointly owned, the surviving Owner will become the sole Owner, and Income Payments will be made to the surviving Owner for the remainder of the Income Payment period. If the surviving Owner dies before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period.

2.10 When Will We Process A Request For Payment Of The Death Benefit?

Claim information must be submitted for each Beneficiary. Upon receiving Proof of Death and all claim information from a Beneficiary, we will pay to that Beneficiary his/her share of any amount of the death benefit. These proceeds bear interest computed daily from the date of death to the date of payment. We set this interest rate each year. This rate will not be less than the rate required by law.

2.11 Does A Beneficiary Have To Accept The Death Benefit Of This Policy At Your Death?

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

2.12 What Happens If A Beneficiary Who Is Receiving Income Payments Dies?

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

2.13 What Happens If No Beneficiary Survives You?

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

2.14 What Happens If Your Spouse Is The Beneficiary?

If your spouse is the sole primary Beneficiary and you die before the Annuity Commencement Date, this Policy may be continued with your spouse as the new Owner. If you are also the Annuitant, your spouse will become the new Annuitant. If your spouse chooses to continue the Policy, no death benefit proceeds will be paid as a consequence of your death.

SECTION THREE - PREMIUM PAYMENTS

3.1 What Is The Premium Payment?

An amount paid to the Corporation as consideration for the benefits provided by this Policy. The Premium Payment for this Policy is shown on the Policy Data Page. This payment must be made while the Owner and Annuitant are living.

3.2 Can Additional Premium Payments Be Made?

Generally, additional Premium Payments are not allowed for this Policy.

3.3 When Is A Premium Payment Credited To The Policy?

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

SECTION FOUR - INTEREST CREDITING AND ACCUMULATION VALUE

4.1 How Is The Interest Credited To This Policy?

The initial Interest Rate Guarantee Period starts on the Policy Date and ends at the close of the initial Interest Rate Guarantee Period as shown on the Policy Data Page. The initial interest rate will be the rate that we declare in advance and is in effect for the initial Interest Rate Guarantee Period. Each renewal Interest Rate Guarantee Period will be for the duration shown on the Policy Data Page. The renewal interest rate will be the rate we declare in advance and is in effect for the renewal Interest Rate Guarantee Period. Interest is compounded daily at an effective annual yield. We credit interest to this Policy daily. The rate credited will never be less than the guaranteed minimum interest rate shown on the Policy Data Page.

4.2 How Is The Accumulation Value Calculated?

On any day, on or before the Annuity Commencement Date, the Accumulation Value of this Policy is defined as the Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. The instances in which Surrender Charges will be assessed are explained in Section Five. Upon your request, we will inform you of the amount of Accumulation Value in this Policy.

4.3 How Is The Guaranteed Accumulation Value Calculated?

The guaranteed Accumulation Value in this Policy is based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate, as shown on the Policy Data Page. This value will never be less than the Nonforfeiture Value.

SECTION FIVE - WITHDRAWALS, CHARGES, DEDUCTIONS

5.1 Can You Make Partial Withdrawals From This Policy?

Provided this Policy has sufficient Accumulation Value, as shown on the Policy Data Page, you may request a Partial Withdrawal. The minimum amount you may withdraw is also shown on the Policy Data Page. If the amount of the Partial Withdrawal requested, together with any Surrender Charge that may apply, exceeds the Accumulation Value, we will pay you the Accumulation Value less any applicable Surrender Charge. We must receive your written request for a Partial Withdrawal at least thirty (30) days before the Annuity Commencement Date.

5.2 Can You Surrender This Policy?

You may surrender the Policy at any time before the Annuity Commencement Date for the Accumulation Value less any Surrender Charges that may apply. In no event will you receive less than the Guaranteed Cash Surrender Value.

5.3 May We Defer A Partial Withdrawal Or Surrender Payment?

When not prohibited by the laws of the state in which this Policy is issued, we may defer payment of any Partial Withdrawal or surrender payment request for up to six (6) months from the Partial Withdrawal or surrender request date after making a written request and receiving written approval from the insurance commissioner of the state in which this Policy is issued. Interest will be paid on any amount deferred for thirty (30) days or more. If payments are deferred, we will pay interest at the rate specified by the Insurance Department of the state where your Policy was issued, from the time of the Partial Withdrawal or surrender request. This rate will be at least one percent (1.0%) per year.

5.4 Are Surrender Charges Applied To This Policy?

During the Surrender Charge period, as shown under the Surrender Charge schedule on the Policy Data Page, a Surrender Charge may be applied each time a Partial Withdrawal is made, or when the Policy is surrendered for its Accumulation Value. The Surrender Charge, if any, will be a percentage, as shown on the Policy Data Page, of the amount of the Accumulation Value withdrawn or surrendered. The Surrender Charge will apply only if the amount withdrawn or surrendered exceeds the amount described under the Annual Surrender Charge Free Amount(s) section on the Policy Data Page.

5.5 Are Surrender Charges Ever Waived?

Surrender Charges will be waived:

a) when proceeds are paid on the death of the Owner, or of the Annuitant if the Owner is not a natural person; or

b) for any Required Minimum Distribution (RMD), as calculated by us, from the Accumulation Value of this Policy withdrawn under the RMD Automated option. However, if, in addition to any RMD withdrawals, Partial Withdrawals are made from this Policy during a Policy Year, all such withdrawals will be combined and a Surrender Charge will apply to that portion of the withdrawals that exceeds the greater of the calculated RMD amount, and the

amount as explained in Section 5.4 and on the Policy Data Page; or

c) on amounts placed under the Life Income - Guaranteed Period option; or

d) under conditions specified in any riders or endorsements attached to and made a part of this Policy; or

e) upon surrender of the Policy or a Partial Withdrawal as shown in the Return of Premium Benefit section on the Policy Data Page; or

f) if we terminate this Policy as explained in Section 5.7.

5.6 Are State Premium Taxes Deducted From Your Policy?

If we are required by state law to pay state premium taxes for your Policy, the amount of the state premium tax will be deducted from the Accumulation Value of your Policy on the earliest of:

a) the date the Policy is surrendered; or

b) the Annuity Commencement Date, before the Accumulation Value is placed under an Income Payment option; or

c) the date we terminate this Policy in accordance with Section 5.7.

However, the amount of the state premium tax will not be deducted from the Accumulation Value, if the Accumulation Value is paid as a death benefit.

5.7 May The Corporation Terminate This Policy?

It may happen that a requested Partial Withdrawal together with any Surrender Charges would reduce the Accumulation Value to an amount that would provide Income Payments of less than $20 a month on the Annuity Commencement Date. If so, we have the right, subject to any applicable state law or regulation, to terminate this Policy and pay you the Accumulation Value in a single sum.

SECTION SIX - GENERAL PROVISIONS

6.1 What Constitutes The Entire Contract?

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

6.2 How Important Is The Information You Provided For This Policy?

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

6.3 Will We Be Able To Contest This Policy?

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

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

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

6.5 How Is A Person's Age Calculated For The Purpose Of This Policy?

In this Policy when we refer to a person's Age on any date, we mean his or her Age attained at his or her last birthday.

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

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

6.7 May You Assign This Policy?

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

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

6.8 How Do You Assign This Policy?

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

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

An assignee may not change the Owner, the Annuitant, or the Beneficiary. The assignee may not elect an alternate Income Payment option. Any amount payable to the assignee will be paid in a single sum.

6.10 Are The Payments Made Under This Policy Protected Against Creditors?

Except as stated in Section 6.7, payments we make under this Policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditors.

6.11 How Should A Premium Payment For This Policy Be Made?

Any Premium Payment made to us by check or money order must be payable to New York Life Insurance and Annuity Corporation or NYLIAC. Upon request, we will give you a receipt, signed by our Agent, for any premium paid to us.

6.12 Is This Policy Subject To Conformity With Any Law?

This Policy is subject to all laws that apply. Any paid-up annuity, cash surrender or death benefits available under this Policy are not less than the minimum benefits required by any regulation or statute of the state in which this Policy is issued.

6.13 Are Dividends Payable Under This Policy?

This is a non-participating Policy. Therefore, no dividends are payable.

New York Life Insurance and Annuity Corporation

A Wholly-Owned Delaware Subsidiary of New York Life Insurance Company

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

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

Individual Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

[Annuitant - - John Doe**]**
[Policy Number - - 00 000 000**]**
[Policy Date - - April 1, 2011**]**

New York Life Insurance and Annuity Corporation

(A Delaware Corporation)

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

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

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

ANNUITY BENEFIT On the Annuity Commencement Date, the Accumulation Value will be applied to provide periodic Income Payments, as stated in the Annuity Benefit section.

DEATH BENEFIT If you die before the Annuity Commencement Date, we will pay death benefit proceeds to the Beneficiary upon our receipt of Proof of Death and all claim information.

SURRENDER CHARGES may be waived as described in this Policy.

Upon surrender, the amount received may be less than the Premium Payment. See Return of Premium Benefit section on the Policy Data Page for details.

RIGHT TO RETURN POLICY Please examine this Policy. Within 10 days (or longer if required by state law) after delivery, you can return it to the Corporation or to the agent through whom it was purchased, with a written request for a full refund of the premium. Upon receipt of this request, the Policy will be void from the start, and a full premium refund will be made.

REPORT TO OWNER At least once each Policy Year, New York Life Insurance and Annuity Corporation will provide a report in connection with this Policy. The report will tell you how much Accumulation Value there is as of the end of the reporting period. It will also give the Owner any other facts required by state law or regulations.

The Issue Date is shown on the Policy Data Page.

If you have questions or concerns about your Policy, please contact us at www.newyorklife.com or call us at [1-800-762-6212].

President

Secretary

[New York Life Secure Term Choice Fixed Annuity II]

Individual Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

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

New York Life Insurance and Annuity Corporation

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

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

POLICY DATA PAGE

Annuitant	--	[John Doe]	AGE: [35]	[MALE]
Policy Number	--	[00 000 000]		
Policy Date	--	[April 1, 2011]		
Owner	--	[John Doe]		
Plan	--	[Non-Qualified]		

Premium Payment:	$[5,000.00]
Initial Interest Rate Guarantee Period Ending On:	[March 31, 2016]
Renewal Interest Rate Guarantee Period:	[Annually]
Initial Interest Rate:	[2.0%] (Effective annual yield)
Guaranteed Minimum Interest Rate:	[1.0%] (Effective annual yield)
Nonforfeiture Rate:	[1.0%]

ANNUITY COMMENCEMENT DATE: [April 1, 2066]

SURRENDER CHARGES:

a) **SURRENDER CHARGE SCHEDULE**

POLICY YEAR	PERCENTAGE	POLICY YEAR	PERCENTAGE
[1	7%	4	6%
2	7%	5	5%
3	7%	6	0%]

b) **ANNUAL SURRENDER CHARGE FREE AMOUNT(S)**

Surrender Charges Are Applied as Follows:

If the Premium Payment is less than [$100,000], the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greater of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year ([ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year), less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges.

If the Premium Payment is [$100,000] or more, the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greatest of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year ([ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year), less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or C) that portion of the Accumulation Value that exceeds the Premium Payment made to this Policy.

[Return of Premium Benefit Effective Date: [April 1, 2013] **]**

RETURN OF PREMIUM BENEFIT[*]

[The Return of Premium Benefit provides that all or a portion of the Premium Payment may be refunded to you, subject to the conditions described below:

a) Prior to the Return of Premium Benefit Effective Date, Surrender Charges, if applicable, will be applied as described in Section 5.4 of this Policy. Upon surrender, the amount received may be less than the Premium Payment.

b) As of the Return of Premium Benefit Effective Date, this benefit will equal the Premium Payment, less any prior Partial Withdrawals, less any Surrender Charges that may have been assessed on those prior Partial Withdrawals.

   The maximum Surrender Charge on a Partial Withdrawal or a full surrender taken on or after the Return of Premium Benefit Effective Date will never exceed the total interest credited to the Policy.

   Surrender Charges may also be waived as described in Section 5.5 of this Policy.

Return of Premium Benefit Calculation Example

Using the Policy Value Assumptions below, the Return of Premium Benefit amount is determined as follows:

Policy Value Assumptions Summary:
Policy Date: January 1, 2012
Return of Premium Benefit Effective Date: January 1, 2014
$10,000 = Premium Payment
$3,000 = Total Partial Withdrawals prior to 2nd Policy Anniversary
$139.30 = Surrender Charge on Partial Withdrawals prior to 2nd Policy Anniversary

Return of Premium Benefit calculation as of January 1, 2014
$10,000 – [$3,000 + $139.30] = $6,860.70

Any Partial Withdrawal taken on or after the Return of Premium Benefit Effective Date reduces the remaining Return of Premium Benefit by the amount of the Partial Withdrawal (See End-of-Year calculations under 2nd Policy Anniversary).[**]

Policy Value Assumptions for Return of Premium Benefit Calculation Example Above (All assumptions are for illustration purposes only)

The Policy Values below assume that the Return of Premium Benefit Effective Date begins on the 2nd Policy Anniversary (two years after the Policy Date). Your Policy may have a different Return of Premium Benefit Effective Date than the date shown in this example.

Partial Withdrawals displayed occur on the Policy Anniversary (first day of the Policy Year). Surrenders occur on the last day of the Policy Year.

Policy Date: January 1, 2012
Premium Payment: $10,000
Return of Premium Effective Date: January 1, 2014
Current Interest Rate Credited: 1.0%
Surrender Charge Schedule: 7%, 7%, 7%, 6%, 5%, 4%, 3%
Surrender Charge-Free Percentage Each Policy Year: See Surrender Charge section of the Policy Data Page

January 1, 2012 (Policy Date)
Premium: $10,000
Return of Premium Benefit: N/A
Partial Withdrawal: None
Interest Credited in Policy Year: $100

End-of-Year Accumulation Value: $10,100
Surrender Charge for End-of-Year Surrender: $636.30
End-of-Year Surrender Value: $9,463.70 ($10,100 – $636.30)

January 1, 2013 (1st Policy Anniversary)
Starting Accumulation Value: $10,100
Return of Premium Benefit: N/A
Partial Withdrawal: $3,000
Surrender Charge on Partial Withdrawal: $139.30
Interest Credited in Policy Year: $69.61

End-of-Year Accumulation Value: $7,030.31
Surrender Charge for End-of-Year Surrender: $492.12
End-of-Year Surrender Value: $6,538.19 ($7,030.31 – $492.12)

January 1, 2014 (2nd Policy Anniversary) **(Return of Premium Benefit Effective Date)**
Starting Accumulation Value: $7,030.01
Return of Premium Benefit: $6,860.70 (See Return of Premium Benefit Calculation Above)
Partial Withdrawal: $5,000
Surrender Charge on Partial Withdrawal: $169.61 (limited to interest credited from Policy Date until day of withdrawal)
Interest Credited in Policy Year: $18.60

End-of-Year Accumulation Value: $1,879.30
Surrender Charge for End-of-Year Surrender: $131.51
Surrender Charge limit: $18.60 (interest credited)
Amount Paid Upon End-of-Year Surrender: $1,860.70 ($1,879.30 – $18.60)
[**] Return of Premium Benefit: $1,860.70 ($6,860.70 – $5,000) = Return of Premium Benefit – Partial Withdrawal**]**

[The Return of Premium Benefit provides that the Premium Payment is guaranteed to be refunded to you. Upon surrender of the Policy or on Partial Withdrawals, Surrender Charges, if any, will be waived to the extent that the amount of the Surrender Charge exceeds the interest credited to the Policy.

Surrender Charges may also be waived as described in Section 5.5 of this Policy.**]**

[[*]If this Policy is issued as a TSA/403(b) plan, the Return of Premium Benefit may be further reduced by an unpaid loan amount at the time of surrender.]

POLICY DATA PAGE
(Page 2 Cont'd.)

MINIMUMS

Minimum Partial Withdrawal Amount: $100.00

Minimum Accumulation Value that must be maintained in the Policy after a Partial Withdrawal: $2,000.00

ENHANCED DEATH BENEFIT:

Maximum Enhanced Death Benefit Rate:	100% of Adjusted Premium Payment
Guaranteed Enhanced Death Benefit Rate:	40% of Adjusted Accumulation Value

ISSUE DATE: [April 2, 2011]

We & You

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

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

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DEFINITIONS

These terms are capitalized when used throughout this Policy.

ACCUMULATION VALUE: The Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. This value will never be less than the Nonforfeiture Value.

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

ANNUITANT: The individual whose life will determine the Income Payments.

ANNUITY COMMENCEMENT DATE: The date on which Income Payments under this Policy are scheduled to begin. This date may not be earlier than the first Policy Anniversary.

BENEFICIARY: The person(s) or entity(ies) having the right to receive the death benefit as set forth in this Policy and who is the "designated Beneficiary" for purposes of Section 72 of the Internal Revenue Code.

GUARANTEED CASH SURRENDER VALUE: Prior to the Return of Premium Benefit Effective Date**,** the Guaranteed Cash Surrender Value is equal to the greater of:

a) the Accumulation Value, based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate as shown on the Policy Data Page, less any Surrender Charges that may apply; or
b) the Nonforfeiture Value.

After the Return of Premium Benefit Effective Date**,** the Guaranteed Cash Surrender Value is equal to the greatest of:

a) or b) above; or
c) the Return of Premium Benefit described on the Policy Data Page.

INCOME PAYMENTS: Periodic payments NYLIAC makes to the Payee, on or after the Annuity Commencement Date.

INTEREST RATE GUARANTEE PERIOD: The period during which the declared interest rate is guaranteed not to change.

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

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

NONFORFEITURE RATE: The Nonforfeiture Rate, as shown on the Policy Data Page, is equal to the lesser of:

a) 3.00%; and
b) a rate that is not less than 1.00% and determined by using the six-month average of the five-year Constant Maturity Treasury Rate reported by the Federal Reserve for December through May (for period beginning July 1) and June through November (for period beginning January 1), rounded to the nearest .05%, minus 1.25%.

NONFORFEITURE VALUE: The Nonforfeiture Value is equal to 87.50% of the Premium Payment accumulated at the Nonforfeiture Rate since the Policy Date, minus any amounts withdrawn, accumulated at the Nonforfeiture Rate since the date of withdrawal.

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

OWNER: ("you, your") The person(s) or entity(ies) designated as the Owner of this Policy or as subsequently changed, and upon whose death prior to the Annuity Commencement Date benefits under the Policy may be paid. If NYLIAC issues a jointly owned Policy, ownership rights and privileges under this Policy must be exercised jointly and death benefits payable under this Policy before the Annuity Commencement Date will be paid upon the death of any joint Owner.

PARTIAL WITHDRAWAL: Any part of the Accumulation Value paid to you, at your request, in accordance with the terms of this Policy.

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

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

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

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

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

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

PREMIUM PAYMENT: The amount paid to the Corporation as consideration for the benefits provided by this Policy.

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

QUALIFIED PLAN: A retirement plan under the Internal Revenue Code of 1986, as amended, including Sections 401(a), 403(b), 408, 408(A) and 457(b).

REQUIRED MINIMUM DISTRIBUTION (RMD) AUTOMATED OPTION: The calculation and automatic processing of the Required Minimum Distribution (RMD) under certain Qualified Plans pursuant to IRC Section 401(a)(9) on a scheduled interval (monthly, quarterly, semi-annually, or annually). RMD is the minimum amount that the IRS requires the owners of certain Qualified Plans to withdraw each year generally beginning no later than April 1 of the calendar year following the calendar year in which the Owner attains age 70½.

SURRENDER CHARGE: An amount charged by the Corporation during the Surrender Charge period as shown under the Surrender Charge schedule on the Policy Data Page, and occurring when a Partial Withdrawal of the Accumulation Value is made or when the Policy is surrendered for its Accumulation Value.

SECTION ONE - ANNUITY BENEFIT

1.1 When Will Income Payments Begin?

Income Payments are scheduled to begin on the Annuity Commencement Date shown on the Policy Data Page or as changed in accordance with Section 1.2, provided this Policy is in force on that date. Income Payments will be made to the Payee each month. However, once Income Payments begin, the Income Payment option may not be changed. If the Accumulation Value of this Policy is an amount that would provide Income Payments of less than $20 a month on the Annuity Commencement Date, we will pay you the Accumulation Value in a single sum.

1.2 May The Annuity Commencement Date Be Changed?

If we agree, the Annuity Commencement Date shown on the Policy Data Page may be changed to an earlier date not before the first Policy Anniversary or deferred to a later date. If you wish to change the date, you must notify us in writing at least one month before the Annuity Commencement Date. The Annuitant's Age on the Annuity Commencement Date may not be greater than the Age as required by the laws of the state in which this Policy was issued.

1.3 How Are Income Payment Amounts Determined?

We will determine the amount of each monthly Income Payment on the Annuity Commencement Date. We do this by applying the total Accumulation Value of the Policy, less any state premium tax that may be payable as provided in Section 5.6, to the Income Payment rate in effect on the Annuity Commencement Date. Income Payment rates are based on the adjusted Age and sex of the Annuitant. To find the adjusted Age in the year the first payment is due, we first set the Annuitant's Age to be the lesser of Age 100 or their Age at the time of the first payment, and then adjust it according to the following table:

2011-2019	2020-2028	2029-2038	2039&later
0	-1	-2	-3

The amount of each monthly Income Payment will not be less than an amount based on the corresponding rate shown in the Life Income – Guaranteed Period Payment Table. These minimum amounts are ten-year certain and life amounts based on the Annuity 2000 Mortality Table with Projection Scale G applied for fifteen years static and generationally thereafter, and with interest compounded each year at one percent (1.0%).

When asked, we will state in writing what the minimum amount of each monthly Income Payment would be under this provision.

LIFE INCOME-GUARANTEED PERIOD PAYMENT TABLE

Minimum Monthly Payment Guaranteed for 10 years per $1,000 of Proceeds

Adjusted Age	Male	Female	Adjusted Age	Male	Female
60	$3.39	$3.08	81	$6.65	$6.28
61	3.49	3.16	82	6.84	6.51
62	3.59	3.25	83	7.03	6.72
63	3.70	3.35	84	7.21	6.94
64	3.81	3.45	85	7.39	7.15
65	3.94	3.55	86	7.56	7.35
66	4.06	3.67	87	7.73	7.54
67	4.20	3.79	88	7.88	7.72
68	4.34	3.91	89	8.02	7.89
69	4.49	4.05	90	8.16	8.04
70	4.64	4.19	91	8.28	8.18
71	4.80	4.34	92	8.38	8.30
72	4.96	4.50	93	8.47	8.41
73	5.13	4.67	94	8.54	8.50
74	5.31	4.85	95	8.60	8.57
75	5.49	5.03	96	8.65	8.62
76	5.67	5.22	97	8.69	8.67
77	5.86	5.43	98	8.71	8.70
78	6.06	5.63	99	8.73	8.72
79	6.25	5.85	100	8.74	8.74
80	6.45	6.06			

1.4 How Are Income Payments Made?

We may require proof of the Annuitant's birth date before Income Payments begin. Under the Life Income-Guaranteed Period option, we will make equal payments to the Payee each month during the lifetime of the Annuitant. Income Payments do not change and are guaranteed for a period of 10 years (120 monthly payments) even if the Annuitant dies sooner. We may require proof of the Annuitant's survival as a condition for Income Payments beyond the guaranteed period.

1.5 Are There Other Methods Of Income Payments?

If we agree, you may elect, on or before the Annuity Commencement Date, to have the Accumulation Value placed under some other Income Payment option.

SECTION TWO - OWNER, ANNUITANT, BENEFICIARY

2.1 What Are The Rights Of Ownership?

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

2.2 May The Owner Be Different From The Annuitant?

The Owner of this Policy may be different from the Annuitant, but unless it is indicated on the Policy Data Page or ownership is subsequently changed, you are the Annuitant and the Owner of this Policy. However, the Annuitant and Owner must generally be the same individual for Policies issued in connection with Qualified Plans.

2.3 How Do You Change The Owner Of This Policy?

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

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

2.4 May More Than One Beneficiary Be Named?

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

2.5 How Do You Change A Beneficiary Of This Policy?

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

2.6 What Happens If The Annuitant Dies Before The Annuity Commencement Date?

If the Annuitant is not the Owner and the Annuitant dies before the Annuity Commencement Date, when we receive Proof of Death, you will become the Annuitant of this Policy. If this Policy is jointly owned, the first Owner named will become the Annuitant. If the Owner is a grantor trust for federal income tax purposes and the grantor(s) is a natural person, the Policy will be treated as owned by a natural person and the first named living grantor will become the new Annuitant.

If the Owner is not a natural person, upon the death of the Annuitant, the Policy will end and we will pay the death benefit to the Beneficiary(ies) as provided in Section 2.11. The death benefit is an amount equal to the Accumulation Value of this Policy as of the date of the Annuitant's or grantor's death, as applicable. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11.

2.7 What Happens If The Annuitant Dies After The Annuity Commencement Date?

If the Annuitant dies after the Annuity Commencement Date, but before the end of the guaranteed period of the Income Payments, we will then make the Income Payments to the Beneficiary for the remainder of the Income Payment period, even if the Payee is alive. If the Annuitant dies after the end of the guaranteed period of the Income Payments, no amount will be payable to the Payee or any Beneficiary.

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

If you die before the Annuity Commencement Date, the Policy will end. When we receive Proof of Death, we will pay the Beneficiary(ies) the death benefit, which is an amount equal to the Accumulation Value of this Policy as of the date of death. If this Policy is jointly owned, this provision will apply at the death of either Owner. If the Owner is a grantor trust and a grantor is a natural person, upon the death of a

grantor, the Policy will end and we will pay the death benefit. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11. However, if your surviving spouse is the sole primary Beneficiary, your spouse may elect, in writing, to continue the Policy as the new Owner, as provided in Section 2.14, subject to certain Qualified Plan limitations. If the Owner is not a natural person or is a grantor trust, see Section 2.6.

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

Unless you provide otherwise, if you die after the Annuity Commencement Date and before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period. If this Policy is jointly owned, the surviving Owner will become the sole Owner, and Income Payments will be made to the surviving Owner for the remainder of the Income Payment period. If the surviving Owner dies before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period.

2.10 When Will We Process A Request For Payment Of The Death Benefit?

Claim information must be submitted for each Beneficiary. Upon receiving Proof of Death and all claim information from a Beneficiary, we will pay to that Beneficiary his/her share of any amount of the death benefit. These proceeds bear interest computed daily from the date of death to the date of payment. We set this interest rate each year. This rate will not be less than the rate required by law.

2.11 Does A Beneficiary Have To Accept The Death Benefit Of This Policy At Your Death?

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

2.12 What Happens If A Beneficiary Who Is Receiving Income Payments Dies?

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

2.13 What Happens If No Beneficiary Survives You?

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

2.14 What Happens If Your Spouse Is The Beneficiary?

If your spouse is the sole primary Beneficiary and you die before the Annuity Commencement Date, this Policy may be continued with your spouse as the new Owner. If you are also the Annuitant, your spouse will become the new Annuitant. If your spouse chooses to continue the Policy, no death benefit proceeds will be paid as a consequence of your death.

SECTION THREE - PREMIUM PAYMENTS

3.1 What Is The Premium Payment?

An amount paid to the Corporation as consideration for the benefits provided by this Policy. The Premium Payment for this Policy is shown on the Policy Data Page. This payment must be made while the Owner and Annuitant are living.

3.2 Can Additional Premium Payments Be Made?

Generally, additional Premium Payments are not allowed for this Policy.

3.3 When Is A Premium Payment Credited To The Policy?

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

SECTION FOUR - INTEREST CREDITING AND ACCUMULATION VALUE

4.1 How Is The Interest Credited To This Policy?

The initial Interest Rate Guarantee Period starts on the Policy Date and ends at the close of the initial Interest Rate Guarantee Period as shown on the Policy Data Page. The initial interest rate will be the rate that we declare in advance and is in effect for the initial Interest Rate Guarantee Period. Each renewal Interest Rate Guarantee Period will be for the duration shown on the Policy Data Page. The renewal interest rate will be the rate we declare in advance and is in effect for the renewal Interest Rate Guarantee Period. Interest is compounded daily at an effective annual yield. We credit interest to this Policy daily. The rate credited will never be less than the guaranteed minimum interest rate shown on the Policy Data Page.

4.2 How Is The Accumulation Value Calculated?

On any day, on or before the Annuity Commencement Date, the Accumulation Value of this Policy is defined as the Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. The instances in which Surrender Charges will be assessed are explained in Section Five. Upon your request, we will inform you of the amount of Accumulation Value in this Policy.

4.3 How Is The Guaranteed Accumulation Value Calculated?

The guaranteed Accumulation Value in this Policy is based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate, as shown on the Policy Data Page. This value will never be less than the Nonforfeiture Value.

SECTION FIVE - WITHDRAWALS, CHARGES, DEDUCTIONS

5.1 Can You Make Partial Withdrawals From This Policy?

Provided this Policy has sufficient Accumulation Value, as shown on the Policy Data Page, you may request a Partial Withdrawal. The minimum amount you may withdraw is also shown on the Policy Data Page. If the amount of the Partial Withdrawal requested, together with any Surrender Charge that may apply, exceeds the Accumulation Value, we will pay you the Accumulation Value less any applicable Surrender Charge. We must receive your written request for a Partial Withdrawal at least thirty (30) days before the Annuity Commencement Date.

5.2 Can You Surrender This Policy?

You may surrender the Policy at any time before the Annuity Commencement Date for the Accumulation Value less any Surrender Charges that may apply. In no event will you receive less than the Guaranteed Cash Surrender Value.

5.3 May We Defer A Partial Withdrawal Or Surrender Payment?

When not prohibited by the laws of the state in which this Policy is issued, we may defer payment of any Partial Withdrawal or surrender payment request for up to six (6) months from the Partial Withdrawal or surrender request date after making a written request and receiving written approval from the insurance commissioner of the state in which this Policy is issued. Interest will be paid on any amount deferred for thirty (30) days or more. If payments are deferred, we will pay interest at the rate specified by the Insurance Department of the state where your Policy was issued, from the time of the Partial Withdrawal or surrender request. This rate will be at least one percent (1.0%) per year.

5.4 Are Surrender Charges Applied To This Policy?

During the Surrender Charge period, as shown under the Surrender Charge schedule on the Policy Data Page, a Surrender Charge may be applied each time a Partial Withdrawal is made, or when the Policy is surrendered for its Accumulation Value. The Surrender Charge, if any, will be a percentage, as shown on the Policy Data Page, of the amount of the Accumulation Value withdrawn or surrendered. The Surrender Charge will apply only if the amount withdrawn or surrendered exceeds the amount described under the Annual Surrender Charge Free Amount(s) section on the Policy Data Page.

5.5 Are Surrender Charges Ever Waived?

Surrender Charges will be waived:

a) when proceeds are paid on the death of the Owner, or of the Annuitant if the Owner is not a natural person; or

b) for any Required Minimum Distribution (RMD), as calculated by us, from the Accumulation Value of this Policy withdrawn under the RMD Automated option. However, if, in addition to any RMD withdrawals, Partial Withdrawals are made from this Policy during a Policy Year, all such withdrawals will be combined and a Surrender Charge will apply to that portion of the withdrawals that exceeds the greater of the calculated RMD amount, and the

amount as explained in Section 5.4 and on the Policy Data Page; or

c) on amounts placed under the Life Income - Guaranteed Period option; or

d) under conditions specified in any riders or endorsements attached to and made a part of this Policy; or

e) upon surrender of the Policy or a Partial Withdrawal as shown in the Return of Premium Benefit section on the Policy Data Page; or

f) if we terminate this Policy as explained in Section 5.7.

5.6 Are State Premium Taxes Deducted From Your Policy?

If we are required by state law to pay state premium taxes for your Policy, the amount of the state premium tax will be deducted from the Accumulation Value of your Policy on the earliest of:

a) the date the Policy is surrendered; or

b) the Annuity Commencement Date, before the Accumulation Value is placed under an Income Payment option; or

c) the date we terminate this Policy in accordance with Section 5.7.

However, the amount of the state premium tax will not be deducted from the Accumulation Value, if the Accumulation Value is paid as a death benefit.

5.7 May The Corporation Terminate This Policy?

It may happen that a requested Partial Withdrawal together with any Surrender Charges would reduce the Accumulation Value to an amount that would provide Income Payments of less than $20 a month on the Annuity Commencement Date. If so, we have the right, subject to any applicable state law or regulation, to terminate this Policy and pay you the Accumulation Value in a single sum.

SECTION SIX - GENERAL PROVISIONS

6.1 What Constitutes The Entire Contract?

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

6.2 How Important Is The Information You Provided For This Policy?

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

6.3 Will We Be Able To Contest This Policy?

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

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

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

6.5 How Is A Person's Age Calculated For The Purpose Of This Policy?

In this Policy when we refer to a person's Age on any date, we mean his or her Age attained at his or her last birthday.

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

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

6.7 May You Assign This Policy?

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

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

6.8 How Do You Assign This Policy?

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

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

An assignee may not change the Owner, the Annuitant, or the Beneficiary. The assignee may not elect an alternate Income Payment option. Any amount payable to the assignee will be paid in a single sum.

6.10 Are The Payments Made Under This Policy Protected Against Creditors?

Except as stated in Section 6.7, payments we make under this Policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditors.

6.11 How Should A Premium Payment For This Policy Be Made?

Any Premium Payment made to us by check or money order must be payable to New York Life Insurance and Annuity Corporation or NYLIAC. Upon request, we will give you a receipt, signed by our Agent, for any premium paid to us.

6.12 Is This Policy Subject To Conformity With Any Law?

This Policy is subject to all laws that apply. Any paid-up annuity, cash surrender or death benefits available under this Policy are not less than the minimum benefits required by any regulation or statute of the state in which this Policy is issued.

6.13 Are Dividends Payable Under This Policy?

This is a non-participating Policy. Therefore, no dividends are payable.

New York Life Insurance and Annuity Corporation

A Wholly-Owned Delaware Subsidiary of New York Life Insurance Company

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

Executive Office – [51 Madison Avenue
New York, NY10010]

Individual Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

[Annuitant - - John Doe**]**
[Policy Number - - 00 000 000**]**
[Policy Date - - April 1, 2011**]**

New York Life Insurance and Annuity Corporation

(A Delaware Corporation)

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

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

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

ANNUITY BENEFIT On the Annuity Commencement Date, the Accumulation Value will be applied to provide periodic Income Payments, as stated in the Annuity Benefit section.

DEATH BENEFIT If you die before the Annuity Commencement Date, we will pay death benefit proceeds to the Beneficiary upon our receipt of Proof of Death and all claim information.

SURRENDER CHARGES may be waived as described in this Policy.

Upon surrender, the amount received may be less than the Premium Payment. See Return of Premium Benefit section on the Policy Data Page for details.

RIGHT TO RETURN POLICY Please examine this Policy. Within 10 days (or longer if required by state law) after delivery, you can return it to the Corporation or to the agent through whom it was purchased, with a written request for a full refund of the premium. Upon receipt of this request, the Policy will be void from the start, and a full premium refund will be made.

REPORT TO OWNER At least once each Policy Year, New York Life Insurance and Annuity Corporation will provide a report in connection with this Policy. The report will tell you how much Accumulation Value there is as of the end of the reporting period. It will also give the Owner any other facts required by state law or regulations.

The Issue Date is shown on the Policy Data Page.

If you have questions or concerns about your Policy, please contact us at www.newyorklife.com or call us at [1-800-762-6212].

President

Secretary

[New York Life Secure Term Choice Fixed Annuity III]

Individual Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

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

New York Life Insurance and Annuity Corporation

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

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

POLICY DATA PAGE

Annuitant	--	[John Doe]	AGE: [35]	[MALE]
Policy Number	--	[00 000 000]		
Policy Date	--	[April 1, 2011]		
Owner	--	[John Doe]		
Plan	--	[Non-Qualified]		

Premium Payment:	$[5,000.00]
Initial Interest Rate Guarantee Period Ending On:	[March 31, 2016]
Renewal Interest Rate Guarantee Period:	[Annually]
Initial Interest Rate:	[2.0%] (Effective annual yield)
Guaranteed Minimum Interest Rate:	[1.0%] (Effective annual yield)
Nonforfeiture Rate:	[1.0%]

ANNUITY COMMENCEMENT DATE: [April 1, 2071]

SURRENDER CHARGES:

a) **SURRENDER CHARGE SCHEDULE**

POLICY YEAR	PERCENTAGE	POLICY YEAR	PERCENTAGE
[1	7%	4	6%
2	7%	5	5%
3	7%	6	0%]

b) **ANNUAL SURRENDER CHARGE FREE AMOUNT(S)**

Surrender Charges Are Applied as Follows:

If the Premium Payment is less than [$100,000], the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greater of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year ([ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year), less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges.

If the Premium Payment is [$100,000] or more, the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greatest of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year ([ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year), less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or C) that portion of the Accumulation Value that exceeds the Premium Payment made to this Policy.

[Return of Premium Benefit Effective Date: [April 1, 2013] **]**

RETURN OF PREMIUM BENEFIT[*]

[The Return of Premium Benefit provides that all or a portion of the Premium Payment may be refunded to you, subject to the conditions described below:

a) Prior to the Return of Premium Benefit Effective Date, Surrender Charges, if applicable, will be applied as described in Section 5.4 of this Policy. Upon surrender, the amount received may be less than the Premium Payment.

b) As of the Return of Premium Benefit Effective Date, this benefit will equal the Premium Payment, less any prior Partial Withdrawals, less any Surrender Charges that may have been assessed on those prior Partial Withdrawals.

   The maximum Surrender Charge on a Partial Withdrawal or a full surrender taken on or after the Return of Premium Benefit Effective Date will never exceed the total interest credited to the Policy.

   Surrender Charges may also be waived as described in Section 5.5 of this Policy.

Return of Premium Benefit Calculation Example

Using the Policy Value Assumptions below, the Return of Premium Benefit amount is determined as follows:

Policy Value Assumptions Summary:
Policy Date: January 1, 2012
Return of Premium Benefit Effective Date: January 1, 2014
$10,000 = Premium Payment
$3,000 = Total Partial Withdrawals prior to 2nd Policy Anniversary
$139.30 = Surrender Charge on Partial Withdrawals prior to 2nd Policy Anniversary

Return of Premium Benefit calculation as of January 1, 2014
$10,000 – [$3,000 + $139.30] = $6,860.70

Any Partial Withdrawal taken on or after the Return of Premium Benefit Effective Date reduces the remaining Return of Premium Benefit by the amount of the Partial Withdrawal (See End-of-Year calculations under 2nd Policy Anniversary).[**]

Policy Value Assumptions for Return of Premium Benefit Calculation Example Above (All assumptions are for illustration purposes only)

The Policy Values below assume that the Return of Premium Benefit Effective Date begins on the 2nd Policy Anniversary (two years after the Policy Date). Your Policy may have a different Return of Premium Benefit Effective Date than the date shown in this example.

Partial Withdrawals displayed occur on the Policy Anniversary (first day of the Policy Year). Surrenders occur on the last day of the Policy Year.

POLICY DATA PAGE
(Page 2 Cont'd.)

Policy Date: January 1, 2012
Premium Payment: $10,000
Return of Premium Effective Date: January 1, 2014
Current Interest Rate Credited: 1.0%
Surrender Charge Schedule: 7%, 7%, 7%, 6%, 5%, 4%, 3%
Surrender Charge-Free Percentage Each Policy Year: See Surrender Charge section of the Policy Data Page

January 1, 2012 (Policy Date)
Premium: $10,000
Return of Premium Benefit: N/A
Partial Withdrawal: None
Interest Credited in Policy Year: $100

End-of-Year Accumulation Value: $10,100
Surrender Charge for End-of-Year Surrender: $636.30
End-of-Year Surrender Value: $9,463.70 ($10,100 – $636.30)

January 1, 2013 (1st Policy Anniversary)
Starting Accumulation Value: $10,100
Return of Premium Benefit: N/A
Partial Withdrawal: $3,000
Surrender Charge on Partial Withdrawal: $139.30
Interest Credited in Policy Year: $69.61

End-of-Year Accumulation Value: $7,030.31
Surrender Charge for End-of-Year Surrender: $492.12
End-of-Year Surrender Value: $6,538.19 ($7,030.31 – $492.12)

January 1, 2014 (2nd Policy Anniversary) **(Return of Premium Benefit Effective Date)**
Starting Accumulation Value: $7,030.01
Return of Premium Benefit: $6,860.70 (See Return of Premium Benefit Calculation Above)
Partial Withdrawal: $5,000
Surrender Charge on Partial Withdrawal: $169.61 (limited to interest credited from Policy Date until day of withdrawal)
Interest Credited in Policy Year: $18.60

End-of-Year Accumulation Value: $1,879.30
Surrender Charge for End-of-Year Surrender: $131.51
Surrender Charge limit: $18.60 (interest credited)
Amount Paid Upon End-of-Year Surrender: $1,860.70 ($1,879.30 – $18.60)
[**}Return of Premium Benefit: $1,860.70 ($6,860.70 – $5,000) = Return of Premium Benefit – Partial Withdrawal**]**

[The Return of Premium Benefit provides that the Premium Payment is guaranteed to be refunded to you. Upon surrender of the Policy or on Partial Withdrawals, Surrender Charges, if any, will be waived to the extent that the amount of the Surrender Charge exceeds the interest credited to the Policy.

Surrender Charges may also be waived as described in Section 5.5 of this Policy.**]**

[[*]If this Policy is issued as a TSA/403(b) plan, the Return of Premium Benefit may be further reduced by an unpaid loan amount at the time of surrender.]

MINIMUMS

Minimum Partial Withdrawal Amount: $100.00

Minimum Accumulation Value that must be maintained in the Policy after a Partial Withdrawal: $2,000.00

ENHANCED DEATH BENEFIT:

Maximum Enhanced Death Benefit Rate:	100% of Adjusted Premium Payment
Guaranteed Enhanced Death Benefit Rate:	40% of Adjusted Accumulation Value

ISSUE DATE: [April 2, 2011]

We & You

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

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

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DEFINITIONS

These terms are capitalized when used throughout this Policy.

ACCUMULATION VALUE: The Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. This value will never be less than the Nonforfeiture Value.

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

ANNUITANT: The individual whose life will determine the Income Payments.

ANNUITY COMMENCEMENT DATE: The date on which Income Payments under this Policy are scheduled to begin. This date may not be earlier than the first Policy Anniversary or later than the Policy Anniversary following the date on which the Annuitant becomes Age 95.

BENEFICIARY: The person(s) or entity(ies) having the right to receive the death benefit as set forth in this Policy and who is the "designated Beneficiary" for purposes of Section 72 of the Internal Revenue Code.

GUARANTEED CASH SURRENDER VALUE: Prior to the Return of Premium Benefit Effective Date**,** the Guaranteed Cash Surrender Value is equal to the greater of:

a) the Accumulation Value, based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate as shown on the Policy Data Page, less any Surrender Charges that may apply; or
b) the Nonforfeiture Value.

After the Return of Premium Benefit Effective Date**,** the Guaranteed Cash Surrender Value is equal to the greatest of:

a) or b) above; or
c) the Return of Premium Benefit described on the Policy Data Page.

INCOME PAYMENTS: Periodic payments NYLIAC makes to the Payee, on or after the Annuity Commencement Date.

INTEREST RATE GUARANTEE PERIOD: The period during which the declared interest rate is guaranteed not to change.

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

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

NONFORFEITURE RATE: The Nonforfeiture Rate, as shown on the Policy Data Page, is equal to the lesser of:

a) 3.00%; and
b) a rate that is not less than 1.00% and determined by using the six-month average of the five-year Constant Maturity Treasury Rate reported by the Federal Reserve for December through May (for period beginning July 1) and June through November (for period beginning January 1), rounded to the nearest .05%, minus 1.25%.

NONFORFEITURE VALUE: The Nonforfeiture Value is equal to 87.50% of the Premium Payment accumulated at the Nonforfeiture Rate since the Policy Date, minus any amounts withdrawn, accumulated at the Nonforfeiture Rate since the date of withdrawal.

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

OWNER: ("you, your") The person(s) or entity(ies) designated as the Owner of this Policy or as subsequently changed, and upon whose death prior to the Annuity Commencement Date benefits under the Policy may be paid. If NYLIAC issues a jointly owned Policy, ownership rights and privileges under this Policy must be exercised jointly and death benefits payable under this Policy before the Annuity Commencement Date will be paid upon the death of any joint Owner.

PARTIAL WITHDRAWAL: Any part of the Accumulation Value paid to you, at your request, in accordance with the terms of this Policy.

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

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

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

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

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

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

PREMIUM PAYMENT: The amount paid to the Corporation as consideration for the benefits provided by this Policy.

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

QUALIFIED PLAN: A retirement plan under the Internal Revenue Code of 1986, as amended, including Sections 401(a), 403(b), 408, 408(A) and 457(b).

REQUIRED MINIMUM DISTRIBUTION (RMD) AUTOMATED OPTION: The calculation and automatic processing of the Required Minimum Distribution (RMD) under certain Qualified Plans pursuant to IRC Section 401(a)(9) on a scheduled interval (monthly, quarterly, semi-annually, or annually). RMD is the minimum amount that the IRS requires the owners of certain Qualified Plans to withdraw each year generally beginning no later than April 1 of the calendar year following the calendar year in which the Owner attains age 70½.

SURRENDER CHARGE: An amount charged by the Corporation during the Surrender Charge period as shown under the Surrender Charge schedule on the Policy Data Page, and occurring when a Partial Withdrawal of the Accumulation Value is made or when the Policy is surrendered for its Accumulation Value.

SECTION ONE - ANNUITY BENEFIT

1.1 When Will Income Payments Begin?

Income Payments are scheduled to begin on the Annuity Commencement Date shown on the Policy Data Page or as changed in accordance with Section 1.2, provided this Policy is in force on that date. Income Payments will be made to the Payee each month. However, once Income Payments begin, the Income Payment option may not be changed. If the Accumulation Value of this Policy is an amount that would provide Income Payments of less than $20 a month on the Annuity Commencement Date, we will pay you the Accumulation Value in a single sum.

1.2 May The Annuity Commencement Date Be Changed?

If we agree, the Annuity Commencement Date shown on the Policy Data Page may be changed to an earlier date not before the first Policy Anniversary or deferred to a later date, but not later than the Policy Anniversary following the date on which the Annuitant becomes Age 95. If you wish to change the date, you must notify us in writing at least one month before the Annuity Commencement Date. The Annuitant's Age on the Annuity Commencement Date may not be greater than the Age as required by the laws of the state in which this Policy was issued.

1.3 How Are Income Payment Amounts Determined?

We will determine the amount of each monthly Income Payment on the Annuity Commencement Date. We do this by applying the total Accumulation Value of the Policy, less any state premium tax that may be payable as provided in Section 5.6, to the Income Payment rate in effect on the Annuity Commencement Date. Income Payment rates are based on the adjusted Age and sex of the Annuitant. To find the adjusted Age in the year the first payment is due, we first set the Annuitant's Age to be the lesser of Age 95 or their Age at the time of the first payment, and then adjust it according to the following table:

2011-2019	2020-2028	2029-2038	2039&later
0	-1	-2	-3

The amount of each monthly Income Payment will not be less than an amount based on the corresponding rate shown in the Life Income – Guaranteed Period Payment Table. These minimum amounts are ten-year certain and life amounts based on the Annuity 2000 Mortality Table with Projection Scale G applied for fifteen years static and generationally thereafter, and with interest compounded each year at one percent (1.0%).

When asked, we will state in writing what the minimum amount of each monthly Income Payment would be under this provision.

LIFE INCOME-GUARANTEED PERIOD PAYMENT TABLE

Minimum Monthly Payment Guaranteed for 10 years per $1,000 of Proceeds

Adjusted Age	Male	Female	Adjusted Age	Male	Female
60	$3.39	$3.08	81	$6.65	$6.28
61	3.49	3.16	82	6.84	6.51
62	3.59	3.25	83	7.03	6.72
63	3.70	3.35	84	7.21	6.94
64	3.81	3.45	85	7.39	7.15
65	3.94	3.55	86	7.56	7.35
66	4.06	3.67	87	7.73	7.54
67	4.20	3.79	88	7.88	7.72
68	4.34	3.91	89	8.02	7.89
69	4.49	4.05	90	8.16	8.04
70	4.64	4.19	91	8.28	8.18
71	4.80	4.34	92	8.38	8.30
72	4.96	4.50	93	8.47	8.41
73	5.13	4.67	94	8.54	8.50
74	5.31	4.85	95	8.60	8.57
75	5.49	5.03			
76	5.67	5.22			
77	5.86	5.43			
78	6.06	5.63			
79	6.25	5.85			
80	6.45	6.06			

1.4 How Are Income Payments Made?

We may require proof of the Annuitant's birth date before Income Payments begin. Under the Life Income-Guaranteed Period option, we will make equal payments to the Payee each month during the lifetime of the Annuitant. Income Payments do not change and are guaranteed for a period of 10 years (120 monthly payments) even if the Annuitant dies sooner. We may require proof of the Annuitant's survival as a condition for Income Payments beyond the guaranteed period.

1.5 Are There Other Methods Of Income Payments?

If we agree, you may elect, on or before the Annuity Commencement Date, to have the Accumulation Value placed under some other Income Payment option.

SECTION TWO - OWNER, ANNUITANT, BENEFICIARY

2.1 What Are The Rights Of Ownership?

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

2.2 May The Owner Be Different From The Annuitant?

The Owner of this Policy may be different from the Annuitant, but unless it is indicated on the Policy Data Page or ownership is subsequently changed, you are the Annuitant and the Owner of this Policy. However, the Annuitant and Owner must generally be the same individual for Policies issued in connection with Qualified Plans.

2.3 How Do You Change The Owner Of This Policy?

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

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

2.4 May More Than One Beneficiary Be Named?

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

2.5 How Do You Change A Beneficiary Of This Policy?

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

2.6 What Happens If The Annuitant Dies Before The Annuity Commencement Date?

If the Annuitant is not the Owner and the Annuitant dies before the Annuity Commencement Date, when we receive Proof of Death, you will become the Annuitant of this Policy. If this Policy is jointly owned, the first Owner named will become the Annuitant. If the Owner is a grantor trust for federal income tax purposes and the grantor(s) is a natural person, the Policy will be treated as owned by a natural person and the first named living grantor will become the new Annuitant.

If the Owner is not a natural person, upon the death of the Annuitant, the Policy will end and we will pay the death benefit to the Beneficiary(ies) as provided in Section 2.11. The death benefit is an amount equal to the Accumulation Value of this Policy as of the date of the Annuitant's or grantor's death, as applicable. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11.

2.7 What Happens If The Annuitant Dies After The Annuity Commencement Date?

If the Annuitant dies after the Annuity Commencement Date, but before the end of the guaranteed period of the Income Payments, we will then make the Income Payments to the Beneficiary for the remainder of the Income Payment period, even if the Payee is alive. If the Annuitant dies after the end of the guaranteed period of the Income Payments, no amount will be payable to the Payee or any Beneficiary.

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

If you die before the Annuity Commencement Date, the Policy will end. When we receive Proof of Death, we will pay the Beneficiary(ies) the death benefit, which is an amount equal to the Accumulation Value of this Policy as of the date of death. If this Policy is jointly owned, this provision will apply at the death of either Owner. If the Owner is a grantor trust and a grantor is a natural person, upon the death of a

grantor, the Policy will end and we will pay the death benefit. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11. However, if your surviving spouse is the sole primary Beneficiary, your spouse may elect, in writing, to continue the Policy as the new Owner, as provided in Section 2.14, subject to certain Qualified Plan limitations. If the Owner is not a natural person or is a grantor trust, see Section 2.6.

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

Unless you provide otherwise, if you die after the Annuity Commencement Date and before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period. If this Policy is jointly owned, the surviving Owner will become the sole Owner, and Income Payments will be made to the surviving Owner for the remainder of the Income Payment period. If the surviving Owner dies before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period.

2.10 When Will We Process A Request For Payment Of The Death Benefit?

Claim information must be submitted for each Beneficiary. Upon receiving Proof of Death and all claim information from a Beneficiary, we will pay to that Beneficiary his/her share of any amount of the death benefit. These proceeds bear interest computed daily from the date of death to the date of payment. We set this interest rate each year. This rate will not be less than the rate required by law.

2.11 Does A Beneficiary Have To Accept The Death Benefit Of This Policy At Your Death?

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

2.12 What Happens If A Beneficiary Who Is Receiving Income Payments Dies?

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

2.13 What Happens If No Beneficiary Survives You?

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

2.14 What Happens If Your Spouse Is The Beneficiary?

If your spouse is the sole primary Beneficiary and you die before the Annuity Commencement Date, this Policy may be continued with your spouse as the new Owner. If you are also the Annuitant, your spouse will become the new Annuitant. If your spouse chooses to continue the Policy, no death benefit proceeds will be paid as a consequence of your death.

SECTION THREE - PREMIUM PAYMENTS

3.1 What Is The Premium Payment?

An amount paid to the Corporation as consideration for the benefits provided by this Policy. The Premium Payment for this Policy is shown on the Policy Data Page. This payment must be made while the Owner and Annuitant are living.

3.2 Can Additional Premium Payments Be Made?

Generally, additional Premium Payments are not allowed for this Policy.

3.3 When Is A Premium Payment Credited To The Policy?

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

SECTION FOUR - INTEREST CREDITING AND ACCUMULATION VALUE

4.1 How Is The Interest Credited To This Policy?

The initial Interest Rate Guarantee Period starts on the Policy Date and ends at the close of the initial Interest Rate Guarantee Period as shown on the Policy Data Page. The initial interest rate will be the rate that we declare in advance and is in effect for the initial Interest Rate Guarantee Period. Each renewal Interest Rate Guarantee Period will be for the duration shown on the Policy Data Page. The renewal interest rate will be the rate we declare in advance and is in effect for the renewal Interest Rate Guarantee Period. Interest is compounded daily at an effective annual yield. We credit interest to this Policy daily. The rate credited will never be less than the guaranteed minimum interest rate shown on the Policy Data Page.

4.2 How Is The Accumulation Value Calculated?

On any day, on or before the Annuity Commencement Date, the Accumulation Value of this Policy is defined as the Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. The instances in which Surrender Charges will be assessed are explained in Section Five. Upon your request, we will inform you of the amount of Accumulation Value in this Policy.

4.3 How Is The Guaranteed Accumulation Value Calculated?

The guaranteed Accumulation Value in this Policy is based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate, as shown on the Policy Data Page. This value will never be less than the Nonforfeiture Value.

SECTION FIVE - WITHDRAWALS, CHARGES, DEDUCTIONS

5.1 Can You Make Partial Withdrawals From This Policy?

Provided this Policy has sufficient Accumulation Value, as shown on the Policy Data Page, you may request a Partial Withdrawal. The minimum amount you may withdraw is also shown on the Policy Data Page. If the amount of the Partial Withdrawal requested, together with any Surrender Charge that may apply, exceeds the Accumulation Value, we will pay you the Accumulation Value less any applicable Surrender Charge. We must receive your written request for a Partial Withdrawal at least thirty (30) days before the Annuity Commencement Date.

5.2 Can You Surrender This Policy?

You may surrender the Policy at any time before the Annuity Commencement Date for the Accumulation Value less any Surrender Charges that may apply. In no event will you receive less than the Guaranteed Cash Surrender Value.

5.3 May We Defer A Partial Withdrawal Or Surrender Payment?

When not prohibited by the laws of the state in which this Policy is issued, we may defer payment of any Partial Withdrawal or surrender payment request for up to six (6) months from the Partial Withdrawal or surrender request date after making a written request and receiving written approval from the insurance commissioner of the state in which this Policy is issued. Interest will be paid on any amount deferred for thirty (30) days or more. If payments are deferred, we will pay interest at the rate specified by the Insurance Department of the state where your Policy was issued, from the time of the Partial Withdrawal or surrender request. This rate will be at least one percent (1.0%) per year.

5.4 Are Surrender Charges Applied To This Policy?

During the Surrender Charge period, as shown under the Surrender Charge schedule on the Policy Data Page, a Surrender Charge may be applied each time a Partial Withdrawal is made, or when the Policy is surrendered for its Accumulation Value. The Surrender Charge, if any, will be a percentage, as shown on the Policy Data Page, of the amount of the Accumulation Value withdrawn or surrendered. The Surrender Charge will apply only if the amount withdrawn or surrendered exceeds the amount described under the Annual Surrender Charge Free Amount(s) section on the Policy Data Page.

5.5 Are Surrender Charges Ever Waived?

Surrender Charges will be waived:

a) when proceeds are paid on the death of the Owner, or of the Annuitant if the Owner is not a natural person; or

b) for any Required Minimum Distribution (RMD), as calculated by us, from the Accumulation Value of this Policy withdrawn under the RMD Automated option. However, if, in addition to any RMD withdrawals, Partial Withdrawals are made from this Policy during a Policy Year, all such withdrawals will be combined and a Surrender Charge will apply to that portion of the withdrawals that exceeds the greater of the calculated RMD amount, and the

amount as explained in Section 5.4 and on the Policy Data Page; or

c) on amounts placed under the Life Income - Guaranteed Period option; or

d) under conditions specified in any riders or endorsements attached to and made a part of this Policy; or

e) upon surrender of the Policy or a Partial Withdrawal as shown in the Return of Premium Benefit section on the Policy Data Page; or

f) if we terminate this Policy as explained in Section 5.7.

5.6 Are State Premium Taxes Deducted From Your Policy?

If we are required by state law to pay state premium taxes for your Policy, the amount of the state premium tax will be deducted from the Accumulation Value of your Policy on the earliest of:

a) the date the Policy is surrendered; or

b) the Annuity Commencement Date, before the Accumulation Value is placed under an Income Payment option; or

c) the date we terminate this Policy in accordance with Section 5.7.

However, the amount of the state premium tax will not be deducted from the Accumulation Value, if the Accumulation Value is paid as a death benefit.

5.7 May The Corporation Terminate This Policy?

It may happen that a requested Partial Withdrawal together with any Surrender Charges would reduce the Accumulation Value to an amount that would provide Income Payments of less than $20 a month on the Annuity Commencement Date. If so, we have the right, subject to any applicable state law or regulation, to terminate this Policy and pay you the Accumulation Value in a single sum.

SECTION SIX - GENERAL PROVISIONS

6.1 What Constitutes The Entire Contract?

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

6.2 How Important Is The Information You Provided For This Policy?

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

6.3 Will We Be Able To Contest This Policy?

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

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

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

6.5 How Is A Person's Age Calculated For The Purpose Of This Policy?

In this Policy when we refer to a person's Age on any date, we mean his or her Age attained at his or her last birthday.

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

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

6.7 May You Assign This Policy?

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

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

6.8 How Do You Assign This Policy?

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

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

An assignee may not change the Owner, the Annuitant, or the Beneficiary. The assignee may not elect an alternate Income Payment option. Any amount payable to the assignee will be paid in a single sum.

6.10 Are The Payments Made Under This Policy Protected Against Creditors?

Except as stated in Section 6.7, payments we make under this Policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditors.

6.11 How Should A Premium Payment For This Policy Be Made?

Any Premium Payment made to us by check or money order must be payable to New York Life Insurance and Annuity Corporation or NYLIAC. Upon request, we will give you a receipt, signed by our Agent, for any premium paid to us.

6.12 Is This Policy Subject To Conformity With Any Law?

This Policy is subject to all laws that apply. Any paid-up annuity, cash surrender or death benefits available under this Policy are not less than the minimum benefits required by any regulation or statute of the state in which this Policy is issued.

6.13 Are Dividends Payable Under This Policy?

This is a non-participating Policy. Therefore, no dividends are payable.

New York Life Insurance and Annuity Corporation

A Wholly-Owned Delaware Subsidiary of New York Life Insurance Company

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

Executive Office – [51 Madison Avenue
New York, NY10010]

Individual Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

[Annuitant - - John Doe**]**
[Policy Number - - 00 000 000**]**
[Policy Date - - April 1, 2011**]**

New York Life Insurance and Annuity Corporation

(A Delaware Corporation)

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

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

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

ANNUITY BENEFIT On the Annuity Commencement Date, the Accumulation Value will be applied to provide periodic Income Payments, as stated in the Annuity Benefit section.

DEATH BENEFIT If you die before the Annuity Commencement Date, we will pay death benefit proceeds to the Beneficiary upon our receipt of Proof of Death and all claim information.

SURRENDER CHARGES may be waived as described in this Policy.

Upon surrender, the amount received may be less than the Premium Payment. See Return of Premium Benefit section on the Policy Data Page for details.

RIGHT TO RETURN POLICY Please examine this Policy. Within 10 days (or longer if required by state law) after delivery, you can return it to the Corporation or to the agent through whom it was purchased, with a written request for a full refund of the premium. Upon receipt of this request, the Policy will be void from the start, and a full premium refund will be made.

REPORT TO OWNER At least once each Policy Year, New York Life Insurance and Annuity Corporation will provide a report in connection with this Policy. The report will tell you how much Accumulation Value there is as of the end of the reporting period. It will also give the Owner any other facts required by state law or regulations.

The Issue Date is shown on the Policy Data Page.

If you have questions or concerns about your Policy, please contact us at www.newyorklife.com or call us at [1-800-695-9873].

President

Secretary

[New York Life Preferred Choice Fixed Annuity]

Individual Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

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

New York Life Insurance and Annuity Corporation

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

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

POLICY DATA PAGE

Annuitant	--	[John Doe]	AGE: [35]	[MALE]
Policy Number	--	[00 000 000]		
Policy Date	--	[April 1, 2011]		
Owner	--	[John Doe]		
Plan	--	[Non-Qualified]		

Premium Payment:	$[5,000.00]
Initial Interest Rate Guarantee Period Ending On:	[March 31, 2014]
Renewal Interest Rate Guarantee Period:	[Annually]
Initial Interest Rate:	[2.0%] (Effective annual yield)
Guaranteed Minimum Interest Rate:	[1.00%] during the Surrender Charge period, [1.00%] thereafter. (Effective annual yield)
Nonforfeiture Rate:	[1.0%]

ANNUITY COMMENCEMENT DATE: [April 1, 2066]

SURRENDER CHARGES:

a) **SURRENDER CHARGE SCHEDULE**

POLICY YEAR	PERCENTAGE	POLICY YEAR	PERCENTAGE
[1	7%	5	5%
2	7%	6	4%
3	7%	7	0%]
4	6%		

b) **ANNUAL SURRENDER CHARGE FREE AMOUNT(S)**

Surrender Charges Are Applied as Follows:

If the Premium Payment is less than [$100,000], the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greater of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year ([ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year), less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges.

If the Premium Payment is [$100,000] or more, the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greatest of: A) [fifteen percent (15%)] of the Accumulation Value at the beginning of the Policy Year ([fifteen percent (15%)] of the Premium Payment if the withdrawal is made in the first Policy Year), less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [fifteen percent (15%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or C) that portion of the Accumulation Value that exceeds the Premium Payment made to this Policy.

[Return of Premium Benefit Effective Date: [April 1, 2013]**]**

RETURN OF PREMIUM BENEFIT*

[The Return of Premium Benefit provides that all or a portion of the Premium Payment may be refunded to you, subject to the conditions described below:

a) Prior to the Return of Premium Benefit Effective Date, Surrender Charges, if applicable, will be applied as described in Section 5.4 of this Policy. Upon surrender, the amount received may be less than the Premium Payment.

b) As of the Return of Premium Benefit Effective Date, this benefit will equal the Premium Payment, less any prior Partial Withdrawals, less any Surrender Charges that may have been assessed on those prior Partial Withdrawals.

   The maximum Surrender Charge on a Partial Withdrawal or a full surrender taken on or after the Return of Premium Benefit Effective Date will never exceed the total interest credited to the Policy.

   Surrender Charges may also be waived as described in Section 5.5 of this Policy.

Return of Premium Benefit Calculation Example

Using the Policy Value Assumptions below, the Return of Premium Benefit amount is determined as follows:

Policy Value Assumptions Summary:
Policy Date: January 1, 2012
Return of Premium Benefit Effective Date: January 1, 2014
$10,000 = Premium Payment
$3,000 = Total Partial Withdrawals prior to 2nd Policy Anniversary
$139.30 = Surrender Charge on Partial Withdrawals prior to 2nd Policy Anniversary

Return of Premium Benefit calculation as of January 1, 2014
$10,000 – [$3,000 + $139.30] = $6,860.70

Any Partial Withdrawal taken on or after the Return of Premium Benefit Effective Date reduces the remaining Return of Premium Benefit by the amount of the Partial Withdrawal (See End-of-Year calculations under 2nd Policy Anniversary).**

Policy Value Assumptions for Return of Premium Benefit Calculation Example Above
(All assumptions are for illustration purposes only)

The Policy Values below assume that the Return of Premium Benefit Effective Date begins on the 2nd Policy Anniversary (two years after the Policy Date). Your Policy may have a different Return of Premium Benefit Effective Date than the date shown in this example.

Partial Withdrawals displayed occur on the Policy Anniversary (first day of the Policy Year). Surrenders occur on the last day of the Policy Year.

Policy Date: January 1, 2012
Premium Payment: $10,000
Return of Premium Effective Date: January 1, 2014
Current Interest Rate Credited: 1.0%
Surrender Charge Schedule: 7%, 7%, 7%, 6%, 5%, 4%, 3%
Surrender Charge-Free Percentage Each Policy Year: See Surrender Charge section of the Policy Data Page

January 1, 2012 (Policy Date)
Premium: $10,000
Return of Premium Benefit: N/A
Partial Withdrawal: None
Interest Credited in Policy Year: $100

End-of-Year Accumulation Value: $10,100
Surrender Charge for End-of-Year Surrender: $636.30
End-of-Year Surrender Value: $9,463.70 ($10,100 – $636.30)

January 1, 2013 (1st Policy Anniversary)
Starting Accumulation Value: $10,100
Return of Premium Benefit: N/A
Partial Withdrawal: $3,000
Surrender Charge on Partial Withdrawal: $139.30
Interest Credited in Policy Year: $69.61

End-of-Year Accumulation Value: $7,030.31
Surrender Charge for End-of-Year Surrender: $492.12
End-of-Year Surrender Value: $6,538.19 ($7,030.31 – $492.12)

January 1, 2014 (2nd Policy Anniversary) **(Return of Premium Benefit Effective Date)**
Starting Accumulation Value: $7,030.01
Return of Premium Benefit: $6,860.70 (See Return of Premium Benefit Calculation Above)
Partial Withdrawal: $5,000
Surrender Charge on Partial Withdrawal: $169.61 (limited to interest credited from Policy Date until day of withdrawal)
Interest Credited in Policy Year: $18.60

End-of-Year Accumulation Value: $1,879.30
Surrender Charge for End-of-Year Surrender: $131.51
Surrender Charge limit: $18.60 (interest credited)
Amount Paid Upon End-of-Year Surrender: $1,860.70 ($1,879.30 – $18.60)
** Return of Premium Benefit: $1,860.70 ($6,860.70 – $5,000) = Return of Premium Benefit – Partial Withdrawal**]**

[The Return of Premium Benefit provides that the Premium Payment is guaranteed to be refunded to you. Upon surrender of the Policy or on Partial Withdrawals, Surrender Charges, if any, will be waived to the extent that the amount of the Surrender Charge exceeds the interest credited to the Policy.

Surrender Charges may also be waived as described in Section 5.5 of this Policy.**]**

[*If this Policy is issued as a TSA/403(b) plan, the Return of Premium Benefit may be further reduced by an unpaid loan amount at the time of surrender.]

MINIMUMS

Minimum Partial Withdrawal Amount: $100.00

Minimum Accumulation Value that must be maintained in the Policy after a Partial Withdrawal: $2,000.00

ENHANCED DEATH BENEFIT:

Maximum Enhanced Death Benefit Rate:	100% of Adjusted Premium Payment
Guaranteed Enhanced Death Benefit Rate:	40% of Adjusted Accumulation Value

ISSUE DATE: [April 2, 2011]

We & You

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

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

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RIDERS AND ENDORSEMENTS (if any) ..... Attached to the Policy

DEFINITIONS

These terms are capitalized when used throughout this Policy.

ACCUMULATION VALUE: The Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. This value will never be less than the Nonforfeiture Value.

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

ANNUITANT: The individual whose life will determine the Income Payments.

ANNUITY COMMENCEMENT DATE: The date on which Income Payments under this Policy are scheduled to begin. This date may not be earlier than the first Policy Anniversary.

BENEFICIARY: The person(s) or entity(ies) having the right to receive the death benefit as set forth in this Policy and who is the "designated Beneficiary" for purposes of Section 72 of the Internal Revenue Code.

GUARANTEED CASH SURRENDER VALUE: Prior to the Return of Premium Benefit Effective Date**,** the Guaranteed Cash Surrender Value is equal to the greater of:

a) the Accumulation Value, based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate as shown on the Policy Data Page, less any Surrender Charges that may apply; or
b) the Nonforfeiture Value.

After the Return of Premium Benefit Effective Date**,** the Guaranteed Cash Surrender Value is equal to the greatest of:

a) or b) above; or
c) the Return of Premium Benefit described on the Policy Data Page.

INCOME PAYMENTS: Periodic payments NYLIAC makes to the Payee, on or after the Annuity Commencement Date.

INTEREST RATE GUARANTEE PERIOD: The period during which the declared interest rate is guaranteed not to change.

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

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

NONFORFEITURE RATE: The Nonforfeiture Rate, as shown on the Policy Data Page, is equal to the lesser of:

a) 3.00%; and
b) a rate that is not less than 1.00% and determined by using the six-month average of the five-year Constant Maturity Treasury Rate reported by the Federal Reserve for December through May (for period beginning July 1) and June through November (for period beginning January 1), rounded to the nearest .05%, minus 1.25%.

NONFORFEITURE VALUE: The Nonforfeiture Value is equal to 87.50% of the Premium Payment accumulated at the Nonforfeiture Rate since the Policy Date, minus any amounts withdrawn, accumulated at the Nonforfeiture Rate since the date of withdrawal.

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

OWNER: ("you, your") The person(s) or entity(ies) designated as the Owner of this Policy or as subsequently changed, and upon whose death prior to the Annuity Commencement Date benefits under the Policy may be paid. If NYLIAC issues a jointly owned Policy, ownership rights and privileges under this Policy must be exercised jointly and death benefits payable under this Policy before the Annuity Commencement Date will be paid upon the death of any joint Owner.

PARTIAL WITHDRAWAL: Any part of the Accumulation Value paid to you, at your request, in accordance with the terms of this Policy.

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

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

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

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

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

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

PREMIUM PAYMENT: The amount paid to the Corporation as consideration for the benefits provided by this Policy.

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

QUALIFIED PLAN: A retirement plan under the Internal Revenue Code of 1986, as amended, including Sections 401(a), 403(b), 408, 408(A) and 457(b).

REQUIRED MINIMUM DISTRIBUTION (RMD) AUTOMATED OPTION: The calculation and automatic processing of the Required Minimum Distribution (RMD) under certain Qualified Plans pursuant to IRC Section 401(a)(9) on a scheduled interval (monthly, quarterly, semi-annually, or annually). RMD is the minimum amount that the IRS requires the owners of certain Qualified Plans to withdraw each year generally beginning no later than April 1 of the calendar year following the calendar year in which the Owner attains age 70½.

SURRENDER CHARGE: An amount charged by the Corporation during the Surrender Charge period as shown under the Surrender Charge schedule on the Policy Data Page, and occurring when a Partial Withdrawal of the Accumulation Value is made or when the Policy is surrendered for its Accumulation Value.

SECTION ONE - ANNUITY BENEFIT

1.1 When Will Income Payments Begin?

Income Payments are scheduled to begin on the Annuity Commencement Date shown on the Policy Data Page or as changed in accordance with Section 1.2, provided this Policy is in force on that date. Income Payments will be made to the Payee each month. However, once Income Payments begin, the Income Payment option may not be changed. If the Accumulation Value of this Policy is an amount that would provide Income Payments of less than $20 a month on the Annuity Commencement Date, we will pay you the Accumulation Value in a single sum.

1.2 May The Annuity Commencement Date Be Changed?

If we agree, the Annuity Commencement Date shown on the Policy Data Page may be changed to an earlier date not before the first Policy Anniversary or deferred to a later date. If you wish to change the date, you must notify us in writing at least one month before the Annuity Commencement Date. The Annuitant's Age on the Annuity Commencement Date may not be greater than the Age as required by the laws of the state in which this Policy was issued.

1.3 How Are Income Payment Amounts Determined?

We will determine the amount of each monthly Income Payment on the Annuity Commencement Date. We do this by applying the total Accumulation Value of the Policy, less any state premium tax that may be payable as provided in Section 5.6, to the Income Payment rate in effect on the Annuity Commencement Date. Income Payment rates are based on the adjusted Age and sex of the Annuitant. To find the adjusted Age in the year the first payment is due, we first set the Annuitant's Age to be the lesser of Age 100 or their Age at the time of the first payment, and then adjust it according to the following table:

2011-2019	2020-2028	2029-2038	2039&later
0	-1	-2	-3

The amount of each monthly Income Payment will not be less than an amount based on the corresponding rate shown in the Life Income – Guaranteed Period Payment Table. These minimum amounts are ten-year certain and life amounts based on the Annuity 2000 Mortality Table with Projection Scale G applied for fifteen years static and generationally thereafter, and with interest compounded each year at one percent (1.0%).

When asked, we will state in writing what the minimum amount of each monthly Income Payment would be under this provision.

LIFE INCOME-GUARANTEED PERIOD PAYMENT TABLE

Minimum Monthly Payment Guaranteed for 10 years per $1,000 of Proceeds

Adjusted Age	Male	Female	Adjusted Age	Male	Female
60	$3.39	$3.08	81	$6.65	$6.28
61	3.49	3.16	82	6.84	6.51
62	3.59	3.25	83	7.03	6.72
63	3.70	3.35	84	7.21	6.94
64	3.81	3.45	85	7.39	7.15
65	3.94	3.55	86	7.56	7.35
66	4.06	3.67	87	7.73	7.54
67	4.20	3.79	88	7.88	7.72
68	4.34	3.91	89	8.02	7.89
69	4.49	4.05	90	8.16	8.04
70	4.64	4.19	91	8.28	8.18
71	4.80	4.34	92	8.38	8.30
72	4.96	4.50	93	8.47	8.41
73	5.13	4.67	94	8.54	8.50
74	5.31	4.85	95	8.60	8.57
75	5.49	5.03	96	8.65	8.62
76	5.67	5.22	97	8.69	8.67
77	5.86	5.43	98	8.71	8.70
78	6.06	5.63	99	8.73	8.72
79	6.25	5.85	100	8.74	8.74
80	6.45	6.06			

1.4 How Are Income Payments Made?

We may require proof of the Annuitant's birth date before Income Payments begin. Under the Life Income-Guaranteed Period option, we will make equal payments to the Payee each month during the lifetime of the Annuitant. Income Payments do not change and are guaranteed for a period of 10 years (120 monthly payments) even if the Annuitant dies sooner. We may require proof of the Annuitant's survival as a condition for Income Payments beyond the guaranteed period.

1.5 Are There Other Methods Of Income Payments?

If we agree, you may elect, on or before the Annuity Commencement Date, to have the Accumulation Value placed under some other Income Payment option.

SECTION TWO - OWNER, ANNUITANT, BENEFICIARY

2.1 What Are The Rights Of Ownership?

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

2.2 May The Owner Be Different From The Annuitant?

The Owner of this Policy may be different from the Annuitant, but unless it is indicated on the Policy Data Page or ownership is subsequently changed, you are the Annuitant and the Owner of this Policy. However, the Annuitant and Owner must generally be the same individual for Policies issued in connection with Qualified Plans.

2.3 How Do You Change The Owner Of This Policy?

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

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

2.4 May More Than One Beneficiary Be Named?

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

2.5 How Do You Change A Beneficiary Of This Policy?

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

2.6 What Happens If The Annuitant Dies Before The Annuity Commencement Date?

If the Annuitant is not the Owner and the Annuitant dies before the Annuity Commencement Date, when we receive Proof of Death, you will become the Annuitant of this Policy. If this Policy is jointly owned, the first Owner named will become the Annuitant. If the Owner is a grantor trust for federal income tax purposes and the grantor(s) is a natural person, the Policy will be treated as owned by a natural person and the first named living grantor will become the new Annuitant.

If the Owner is not a natural person, upon the death of the Annuitant, the Policy will end and we will pay the death benefit to the Beneficiary(ies) as provided in Section 2.11.The death benefit is an amount equal to the Accumulation Value of this Policy as of the date of the Annuitant's or grantor's death, as applicable. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11.

2.7 What Happens If The Annuitant Dies After The Annuity Commencement Date?

If the Annuitant dies after the Annuity Commencement Date, but before the end of the guaranteed period of the Income Payments, we will then make the Income Payments to the Beneficiary for the remainder of the Income Payment period, even if the Payee is alive. If the Annuitant dies after the end of the guaranteed period of the Income Payments, no amount will be payable to the Payee or any Beneficiary.

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

If you die before the Annuity Commencement Date, the Policy will end. When we receive Proof of Death, we will pay the Beneficiary(ies) the death benefit, which is an amount equal to the Accumulation Value of this Policy as of the date of death. If this Policy is jointly owned, this provision will apply at the death of either Owner. If the Owner is a grantor trust and a grantor is a natural person,

upon the death of a grantor the Policy will end and we will pay the death benefit. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11. However, if your surviving spouse is the sole primary Beneficiary, your spouse may elect, in writing, to continue the Policy as the new Owner, as provided in Section 2.14, subject to certain Qualified Plan limitations. If the Owner is not a natural person or is a grantor trust, see Section 2.6.

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

Unless you provide otherwise, if you die after the Annuity Commencement Date and before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period. If this Policy is jointly owned, the surviving Owner will become the sole Owner, and Income Payments will be made to the surviving Owner for the remainder of the Income Payment period. If the surviving Owner dies before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period.

2.10 When Will We Process A Request For Payment Of The Death Benefit?

Claim information must be submitted for each Beneficiary. Upon receiving Proof of Death and all claim information from a Beneficiary, we will pay to that Beneficiary his/her share of any amount of the death benefit. These proceeds bear interest computed daily from the date of death to the date of payment. We set this interest rate each year. This rate will not be less than the rate required by law.

2.11 Does A Beneficiary Have To Accept The Death Benefit Of This Policy At Your Death?

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

2.12 What Happens If A Beneficiary Who Is Receiving Income Payments Dies?

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

2.13 What Happens If No Beneficiary Survives You?

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

2.14 What Happens If Your Spouse Is The Beneficiary?

If your spouse is the sole primary Beneficiary and you die before the Annuity Commencement Date, this Policy may be continued with your spouse as the new Owner. If you are also the Annuitant, your spouse will become the new Annuitant. If your spouse chooses to continue the Policy, no death benefit proceeds will be paid as a consequence of your death.

SECTION THREE - PREMIUM PAYMENTS

3.1 What Is The Premium Payment?

An amount paid to the Corporation as consideration for the benefits provided by this Policy. The Premium Payment for this Policy is shown on the Policy Data Page. This payment must be made while the Owner and Annuitant are living.

3.2 Can Additional Premium Payments Be Made?

Generally, additional Premium Payments are not allowed for this Policy.

3.3 When Is A Premium Payment Credited To The Policy?

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

SECTION FOUR - INTEREST CREDITING AND ACCUMULATION VALUE

4.1 How Is The Interest Credited To This Policy?
The initial Interest Rate Guarantee Period starts on the Policy Date and ends at the close of the initial Interest Rate Guarantee Period as shown on the Policy Data Page. The initial interest rate will be the rate that we declare in advance and is in effect for the initial Interest Rate Guarantee Period. Each renewal Interest Rate Guarantee Period will be for the duration shown on the Policy Data Page. The renewal interest rate will be the rate we declare in advance and is in effect for the renewal Interest Rate Guarantee Period. Interest is compounded daily at an effective annual yield. We credit interest to this Policy daily. The rate credited will never be less than the guaranteed minimum interest rate shown on the Policy Data Page.

4.2 How Is The Accumulation Value Calculated?
On any day, on or before the Annuity Commencement Date, the Accumulation Value of this Policy is defined as the Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. The instances in which Surrender Charges will be assessed are explained in Section Five. Upon your request, we will inform you of the amount of Accumulation Value in this Policy.

4.3 How Is The Guaranteed Accumulation Value Calculated?
The guaranteed Accumulation Value in this Policy is based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate, as shown on the Policy Data Page. This value will never be less than the Nonforfeiture Value.

SECTION FIVE - WITHDRAWALS, CHARGES, DEDUCTIONS

5.1 Can You Make Partial Withdrawals From This Policy?
Provided this Policy has sufficient Accumulation Value, as shown on the Policy Data Page, you may request a Partial Withdrawal. The minimum amount you may withdraw is also shown on the Policy Data Page. If the amount of the Partial Withdrawal requested, together with any Surrender Charge that may apply, exceeds the Accumulation Value, we will pay you the Accumulation Value less any applicable Surrender Charge. We must receive your written request for a Partial Withdrawal at least thirty (30) days before the Annuity Commencement Date.

5.2 Can You Surrender This Policy?
You may surrender the Policy at any time before the Annuity Commencement Date for the Accumulation Value less any Surrender Charges that may apply. In no event will you receive less than the Guaranteed Cash Surrender Value.

5.3 May We Defer A Partial Withdrawal Or Surrender Payment?
When not prohibited by the laws of the state in which this Policy is issued, we may defer payment of any Partial Withdrawal or surrender payment request for up to six (6) months from the Partial Withdrawal or surrender request date after making a written request and receiving written approval from the insurance commissioner of the state in which this Policy is issued. Interest will be paid on any amount deferred for thirty (30) days or more. If payments are deferred, we will pay interest at the rate specified by the Insurance Department of the state where your Policy was issued, from the time of the Partial Withdrawal or surrender request. This rate will be at least one percent (1.0%) per year.

5.4 Are Surrender Charges Applied To This Policy?
During the Surrender Charge period, as shown under the Surrender Charge schedule on the Policy Data Page, a Surrender Charge may be applied each time a Partial Withdrawal is made, or when the Policy is surrendered for its Accumulation Value. The Surrender Charge, if any, will be a percentage, as shown on the Policy Data Page, of the amount of the Accumulation Value withdrawn or surrendered. The Surrender Charge will apply only if the amount withdrawn or surrendered exceeds the amount described under the Annual Surrender Charge Free Amount(s) section on the Policy Data Page.

5.5 Are Surrender Charges Ever Waived?
Surrender Charges will be waived:

a) when proceeds are paid on the death of the Owner, or of the Annuitant if the Owner is not a natural person; or

b) for any Required Minimum Distribution (RMD), as calculated by us, from the Accumulation Value of this Policy withdrawn under the RMD Automated option. However, if, in addition to any RMD withdrawals, Partial Withdrawals are made from this Policy during a Policy Year, all such withdrawals will be combined and a Surrender Charge will apply to that portion of the withdrawals that exceeds the greater of the calculated RMD amount, and the amount as explained in Section 5.4 and on the Policy Data Page; or

c) on amounts placed under the Life Income - Guaranteed Period option; or

d) under conditions specified in any riders or endorsements attached to and made a part of this Policy; or

e) upon surrender of the Policy or a Partial Withdrawal as shown in the Return of Premium Benefit section on the Policy Data Page; or

f) if we terminate this Policy as explained in Section 5.7.

5.6 Are State Premium Taxes Deducted From Your Policy?

If we are required by state law to pay state premium taxes for your Policy, the amount of the state premium tax will be deducted from the Accumulation Value of your Policy on the earliest of:

a) the date the Policy is surrendered; or

b) the Annuity Commencement Date, before the Accumulation Value is placed under an Income Payment option; or

c) the date we terminate this Policy in accordance with Section 5.7.

However, the amount of the state premium tax will not be deducted from the Accumulation Value, if the Accumulation Value is paid as a death benefit.

5.7 May The Corporation Terminate This Policy?

It may happen that a requested Partial Withdrawal together with any Surrender Charges would reduce the Accumulation Value to an amount that would provide Income Payments of less than $20 a month on the Annuity Commencement Date. If so, we have the right, subject to any applicable state law or regulation, to terminate this Policy and pay you the Accumulation Value in a single sum.

SECTION SIX - GENERAL PROVISIONS

6.1 What Constitutes The Entire Contract?

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

6.2 How Important Is The Information You Provided For This Policy?

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

6.3 Will We Be Able To Contest This Policy?

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

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

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

6.5 How Is A Person's Age Calculated For The Purpose Of This Policy?

In this Policy when we refer to a person's Age on any date, we mean his or her Age attained at his or her last birthday.

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

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

6.7 May You Assign This Policy?

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

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

6.8 How Do You Assign This Policy?

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

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

An assignee may not change the Owner, the Annuitant, or the Beneficiary. The assignee may not elect an alternate Income Payment option. Any amount payable to the assignee will be paid in a single sum.

6.10 Are The Payments Made Under This Policy Protected Against Creditors?

Except as stated in Section 6.7, payments we make under this Policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditors.

6.11 How Should A Premium Payment For This Policy Be Made?

Any Premium Payment made to us by check or money order must be payable to New York Life Insurance and Annuity Corporation or NYLIAC. Upon request, we will give you a receipt, signed by our Agent, for any premium paid to us.

6.12 Is This Policy Subject To Conformity With Any Law?

This Policy is subject to all laws that apply. Any paid-up annuity, cash surrender or death benefits available under this Policy are not less than the minimum benefits required by any regulation or statute of the state in which this Policy is issued.

6.13 Are Dividends Payable Under This Policy?

This is a non-participating Policy. Therefore, no dividends are payable.

New York Life Insurance and Annuity Corporation

A Wholly-Owned Delaware Subsidiary of New York Life Insurance Company

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

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

Individual Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

[Annuitant - - John Doe**]**
[Policy Number - - 00 000 000**]**
[Policy Date - - April 1, 2011**]**

New York Life Insurance and Annuity Corporation

(A Delaware Corporation)

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

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

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

ANNUITY BENEFIT On the Annuity Commencement Date, the Accumulation Value will be applied to provide periodic Income Payments, as stated in the Annuity Benefit section.

DEATH BENEFIT If you die before the Annuity Commencement Date, we will pay death benefit proceeds to the Beneficiary upon our receipt of Proof of Death and all claim information.

SURRENDER CHARGES may be waived as described in this Policy.

Upon surrender, the amount received may be less than the Premium Payment. See Return of Premium Benefit section on the Policy Data Page for details.

RIGHT TO RETURN POLICY Please examine this Policy. Within 10 days (or longer if required by state law) after delivery, you can return it to the Corporation or to the agent through whom it was purchased, with a written request for a full refund of the premium. Upon receipt of this request, the Policy will be void from the start, and a full premium refund will be made.

REPORT TO OWNER At least once each Policy Year, New York Life Insurance and Annuity Corporation will provide a report in connection with this Policy. The report will tell you how much Accumulation Value there is as of the end of the reporting period. It will also give the Owner any other facts required by state law or regulations.

The Issue Date is shown on the Policy Data Page.

If you have questions or concerns about your Policy, please contact us at www.newyorklife.com or call us at [1-800-762-6212].

President

Secretary

[New York Life Preferred Choice Fixed Annuity II]

Individual Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

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

New York Life Insurance and Annuity Corporation

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

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

POLICY DATA PAGE

Annuitant	--	[John Doe]	AGE: [35]	[MALE]
Policy Number	--	[00 000 000]		
Policy Date	--	[April 1, 2011]		
Owner	--	[John Doe]		
Plan	--	[Non-Qualified]		

Premium Payment:	$[5,000.00]
Initial Interest Rate Guarantee Period Ending On:	[March 31, 2014]
Renewal Interest Rate Guarantee Period:	[Annually]
Initial Interest Rate:	[2.0%] (Effective annual yield)
Guaranteed Minimum Interest Rate:	[1.00%] during the Surrender Charge period, [1.00%] thereafter. (Effective annual yield)
Nonforfeiture Rate:	[1.0%]
ANNUITY COMMENCEMENT DATE:	[April 1, 2066]

SURRENDER CHARGES:

a) **SURRENDER CHARGE SCHEDULE**

POLICY YEAR	PERCENTAGE	POLICY YEAR	PERCENTAGE
[1	7%	5	5%
2	7%	6	4%
3	7%	7	0%]
4	6%		

b) **ANNUAL SURRENDER CHARGE FREE AMOUNT(S)**

Surrender Charges Are Applied as Follows:

If the Premium Payment is less than [$100,000], the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greater of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year ([ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year), less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges.

If the Premium Payment is [$100,000] or more, the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greatest of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year ([ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year), less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or C) that portion of the Accumulation Value that exceeds the Premium Payment made to this Policy.

[Return of Premium Benefit Effective Date: [April 1, 2013] **]**

RETURN OF PREMIUM BENEFIT[*]

[The Return of Premium Benefit provides that all or a portion of the Premium Payment may be refunded to you, subject to the conditions described below:

a) Prior to the Return of Premium Benefit Effective Date, Surrender Charges, if applicable, will be applied as described in Section 5.4 of this Policy. Upon surrender, the amount received may be less than the Premium Payment.

b) As of the Return of Premium Benefit Effective Date, this benefit will equal the Premium Payment, less any prior Partial Withdrawals, less any Surrender Charges that may have been assessed on those prior Partial Withdrawals.

   The maximum Surrender Charge on a Partial Withdrawal or a full surrender taken on or after the Return of Premium Benefit Effective Date will never exceed the total interest credited to the Policy.

   Surrender Charges may also be waived as described in Section 5.5 of this Policy.

Return of Premium Benefit Calculation Example

Using the Policy Value Assumptions below, the Return of Premium Benefit amount is determined as follows:

Policy Value Assumptions Summary:
Policy Date: January 1, 2012
Return of Premium Benefit Effective Date: January 1, 2014
$10,000 = Premium Payment
$3,000 = Total Partial Withdrawals prior to 2nd Policy Anniversary
$139.30 = Surrender Charge on Partial Withdrawals prior to 2nd Policy Anniversary

Return of Premium Benefit calculation as of January 1, 2014
$10,000 – [$3,000 + $139.30] = $6,860.70

Any Partial Withdrawal taken on or after the Return of Premium Benefit Effective Date reduces the remaining Return of Premium Benefit by the amount of the Partial Withdrawal (See End-of-Year calculations under 2nd Policy Anniversary).[**]

Policy Value Assumptions for Return of Premium Benefit Calculation Example Above
(All assumptions are for illustration purposes only)

The Policy Values below assume that the Return of Premium Benefit Effective Date begins on the 2nd Policy Anniversary (two years after the Policy Date). Your Policy may have a different Return of Premium Benefit Effective Date than the date shown in this example.

Partial Withdrawals displayed occur on the Policy Anniversary (first day of the Policy Year). Surrenders occur on the last day of the Policy Year.

Policy Date: January 1, 2012
Premium Payment: $10,000
Return of Premium Effective Date: January 1, 2014
Current Interest Rate Credited: 1.0%
Surrender Charge Schedule: 7%, 7%, 7%, 6%, 5%, 4%, 3%
Surrender Charge-Free Percentage Each Policy Year: See Surrender Charge section of the Policy Data Page

January 1, 2012 (Policy Date)
Premium: $10,000
Return of Premium Benefit: N/A
Partial Withdrawal: None
Interest Credited in Policy Year: $100

End-of-Year Accumulation Value: $10,100
Surrender Charge for End-of-Year Surrender: $636.30
End-of-Year Surrender Value: $9,463.70 ($10,100 – $636.30)

January 1, 2013 (1st Policy Anniversary)
Starting Accumulation Value: $10,100
Return of Premium Benefit: N/A
Partial Withdrawal: $3,000
Surrender Charge on Partial Withdrawal: $139.30
Interest Credited in Policy Year: $69.61

End-of-Year Accumulation Value: $7,030.31
Surrender Charge for End-of-Year Surrender: $492.12
End-of-Year Surrender Value: $6,538.19 ($7,030.31 – $492.12)

January 1, 2014 (2nd Policy Anniversary) **(Return of Premium Benefit Effective Date)**
Starting Accumulation Value: $7,030.01
Return of Premium Benefit: $6,860.70 (See Return of Premium Benefit Calculation Above)
Partial Withdrawal: $5,000
Surrender Charge on Partial Withdrawal: $169.61 (limited to interest credited from Policy Date until day of withdrawal)
Interest Credited in Policy Year: $18.60

End-of-Year Accumulation Value: $1,879.30
Surrender Charge for End-of-Year Surrender: $131.51
Surrender Charge limit: $18.60 (interest credited)
Amount Paid Upon End-of-Year Surrender: $1,860.70 ($1,879.30 – $18.60)
[**] Return of Premium Benefit: $1,860.70 ($6,860.70 – $5,000) = Return of Premium Benefit – Partial Withdrawal**]**

[The Return of Premium Benefit provides that the Premium Payment is guaranteed to be refunded to you. Upon surrender of the Policy or on Partial Withdrawals, Surrender Charges, if any, will be waived to the extent that the amount of the Surrender Charge exceeds the interest credited to the Policy.

Surrender Charges may also be waived as described in Section 5.5 of this Policy.**]**

[[*]If this Policy is issued as a TSA/403(b) plan, the Return of Premium Benefit may be further reduced by an unpaid loan amount at the time of surrender.]

MINIMUMS

Minimum Partial Withdrawal Amount: $100.00

Minimum Accumulation Value that must be maintained in the Policy after a Partial Withdrawal: $2,000.00

ENHANCED DEATH BENEFIT:

Maximum Enhanced Death Benefit Rate:	100% of Adjusted Premium Payment
Guaranteed Enhanced Death Benefit Rate:	40% of Adjusted Accumulation Value

ISSUE DATE: [April 2, 2011]

We & You

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

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

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DEFINITIONS

These terms are capitalized when used throughout this Policy.

ACCUMULATION VALUE: The Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. This value will never be less than the Nonforfeiture Value.

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

ANNUITANT: The individual whose life will determine the Income Payments.

ANNUITY COMMENCEMENT DATE: The date on which Income Payments under this Policy are scheduled to begin. This date may not be earlier than the first Policy Anniversary.

BENEFICIARY: The person(s) or entity(ies) having the right to receive the death benefit as set forth in this Policy and who is the "designated Beneficiary" for purposes of Section 72 of the Internal Revenue Code.

GUARANTEED CASH SURRENDER VALUE: Prior to the Return of Premium Benefit Effective Date**,** the Guaranteed Cash Surrender Value is equal to the greater of:

a) the Accumulation Value, based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate as shown on the Policy Data Page, less any Surrender Charges that may apply; or
b) the Nonforfeiture Value.

After the Return of Premium Benefit Effective Date**,** the Guaranteed Cash Surrender Value is equal to the greatest of:

a) or b) above; or
c) the Return of Premium Benefit described on the Policy Data Page.

INCOME PAYMENTS: Periodic payments NYLIAC makes to the Payee, on or after the Annuity Commencement Date.

INTEREST RATE GUARANTEE PERIOD: The period during which the declared interest rate is guaranteed not to change.

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

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

NONFORFEITURE RATE: The Nonforfeiture Rate, as shown on the Policy Data Page, is equal to the lesser of:

a) 3.00%; and
b) a rate that is not less than 1.00% and determined by using the six-month average of the five-year Constant Maturity Treasury Rate reported by the Federal Reserve for December through May (for period beginning July 1) and June through November (for period beginning January 1), rounded to the nearest .05%, minus 1.25%.

NONFORFEITURE VALUE: The Nonforfeiture Value is equal to 87.50% of the Premium Payment accumulated at the Nonforfeiture Rate since the Policy Date, minus any amounts withdrawn, accumulated at the Nonforfeiture Rate since the date of withdrawal.

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

OWNER: ("you, your") The person(s) or entity(ies) designated as the Owner of this Policy or as subsequently changed, and upon whose death prior to the Annuity Commencement Date benefits under the Policy may be paid. If NYLIAC issues a jointly owned Policy, ownership rights and privileges under this Policy must be exercised jointly and death benefits payable under this Policy before the Annuity Commencement Date will be paid upon the death of any joint Owner.

PARTIAL WITHDRAWAL: Any part of the Accumulation Value paid to you, at your request, in accordance with the terms of this Policy.

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

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

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

POLICY DATA PAGE: Page 2 of the Policy, containing the Policy specifications.
POLICY DATE: The date the Policy is executed and from which Policy Years, Policy months and Policy Anniversaries are measured. It is shown on the Policy Data Page.

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

PREMIUM PAYMENT: The amount paid to the Corporation as consideration for the benefits provided by this Policy.

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

QUALIFIED PLAN: A retirement plan under the Internal Revenue Code of 1986, as amended, including Sections 401(a), 403(b), 408, 408(A) and 457(b).

REQUIRED MINIMUM DISTRIBUTION (RMD) AUTOMATED OPTION: The calculation and automatic processing of the Required Minimum Distribution (RMD) under certain Qualified Plans pursuant to IRC Section 401(a)(9) on a scheduled interval (monthly, quarterly, semi-annually, or annually). RMD is the minimum amount that the IRS requires the owners of certain Qualified Plans to withdraw each year generally beginning no later than April 1 of the calendar year following the calendar year in which the Owner attains age 70½.

SURRENDER CHARGE: An amount charged by the Corporation during the Surrender Charge period as shown under the Surrender Charge schedule on the Policy Data Page, and occurring when a Partial Withdrawal of the Accumulation Value is made or when the Policy is surrendered for its Accumulation Value.

SECTION ONE - ANNUITY BENEFIT

1.1 When Will Income Payments Begin?

Income Payments are scheduled to begin on the Annuity Commencement Date shown on the Policy Data Page or as changed in accordance with Section 1.2, provided this Policy is in force on that date. Income Payments will be made to the Payee each month. However, once Income Payments begin, the Income Payment option may not be changed. If the Accumulation Value of this Policy is an amount that would provide Income Payments of less than $20 a month on the Annuity Commencement Date, we will pay you the Accumulation Value in a single sum.

1.2 May The Annuity Commencement Date Be Changed?

If we agree, the Annuity Commencement Date shown on the Policy Data Page may be changed to an earlier date not before the first Policy Anniversary or deferred to a later date. If you wish to change the date, you must notify us in writing at least one month before the Annuity Commencement Date. The Annuitant's Age on the Annuity Commencement Date may not be greater than the Age as required by the laws of the state in which this Policy was issued.

1.3 How Are Income Payment Amounts Determined?

We will determine the amount of each monthly Income Payment on the Annuity Commencement Date. We do this by applying the total Accumulation Value of the Policy, less any state premium tax that may be payable as provided in Section 5.6, to the Income Payment rate in effect on the Annuity Commencement Date. Income Payment rates are based on the adjusted Age and sex of the Annuitant. To find the adjusted Age in the year the first payment is due, we first set the Annuitant's Age to be the lesser of Age 100 or their Age at the time of the first payment, and then adjust it according to the following table:

2011-2019	2020-2028	2029-2038	2039&later
0	-1	-2	-3

The amount of each monthly Income Payment will not be less than an amount based on the corresponding rate shown in the Life Income – Guaranteed Period Payment Table. These minimum amounts are ten-year certain and life amounts based on the Annuity 2000 Mortality Table with Projection Scale G applied for fifteen years static and generationally thereafter, and with interest compounded each year at one percent (1.0%).

When asked, we will state in writing what the minimum amount of each monthly Income Payment would be under this provision.

LIFE INCOME-GUARANTEED PERIOD PAYMENT TABLE

Minimum Monthly Payment Guaranteed for 10 years per $1,000 of Proceeds

Adjusted Age	Male	Female	Adjusted Age	Male	Female
60	$3.39	$3.08	81	$6.65	$6.28
61	3.49	3.16	82	6.84	6.51
62	3.59	3.25	83	7.03	6.72
63	3.70	3.35	84	7.21	6.94
64	3.81	3.45	85	7.39	7.15
65	3.94	3.55	86	7.56	7.35
66	4.06	3.67	87	7.73	7.54
67	4.20	3.79	88	7.88	7.72
68	4.34	3.91	89	8.02	7.89
69	4.49	4.05	90	8.16	8.04
70	4.64	4.19	91	8.28	8.18
71	4.80	4.34	92	8.38	8.30
72	4.96	4.50	93	8.47	8.41
73	5.13	4.67	94	8.54	8.50
74	5.31	4.85	95	8.60	8.57
75	5.49	5.03	96	8.65	8.62
76	5.67	5.22	97	8.69	8.67
77	5.86	5.43	98	8.71	8.70
78	6.06	5.63	99	8.73	8.72
79	6.25	5.85	100	8.74	8.74
80	6.45	6.06			

1.4 How Are Income Payments Made?

We may require proof of the Annuitant's birth date before Income Payments begin. Under the Life Income-Guaranteed Period option, we will make equal payments to the Payee each month during the lifetime of the Annuitant. Income Payments do not change and are guaranteed for a period of 10 years (120 monthly payments) even if the Annuitant dies sooner. We may require proof of the Annuitant's survival as a condition for Income Payments beyond the guaranteed period.

1.5 Are There Other Methods Of Income Payments?

If we agree, you may elect, on or before the Annuity Commencement Date, to have the Accumulation Value placed under some other Income Payment option.

SECTION TWO - OWNER, ANNUITANT, BENEFICIARY

2.1 What Are The Rights Of Ownership?

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

2.2 May The Owner Be Different From The Annuitant?

The Owner of this Policy may be different from the Annuitant, but unless it is indicated on the Policy Data Page or ownership is subsequently changed, you are the Annuitant and the Owner of this Policy. However, the Annuitant and Owner must generally be the same individual for Policies issued in connection with Qualified Plans.

2.3 How Do You Change The Owner Of This Policy?

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

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

2.4 May More Than One Beneficiary Be Named?

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

2.5 How Do You Change A Beneficiary Of This Policy?

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

2.6 What Happens If The Annuitant Dies Before The Annuity Commencement Date?

If the Annuitant is not the Owner and the Annuitant dies before the Annuity Commencement Date, when we receive Proof of Death, you will become the Annuitant of this Policy. If this Policy is jointly owned, the first Owner named will become the Annuitant. If the Owner is a grantor trust for federal income tax purposes and the grantor(s) is a natural person, the Policy will be treated as owned by a natural person and the first named living grantor will become the new Annuitant.

If the Owner is not a natural person, upon the death of the Annuitant, the Policy will end and we will pay the death benefit to the Beneficiary(ies) as provided in Section 2.11.The death benefit is an amount equal to the Accumulation Value of this Policy as of the date of the Annuitant's or grantor's death, as applicable. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11.

2.7 What Happens If The Annuitant Dies After The Annuity Commencement Date?

If the Annuitant dies after the Annuity Commencement Date, but before the end of the guaranteed period of the Income Payments, we will then make the Income Payments to the Beneficiary for the remainder of the Income Payment period, even if the Payee is alive. If the Annuitant dies after the end of the guaranteed period of the Income Payments, no amount will be payable to the Payee or any Beneficiary.

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

If you die before the Annuity Commencement Date, the Policy will end. When we receive Proof of Death, we will pay the Beneficiary(ies) the death benefit, which is an amount equal to the Accumulation Value of this Policy as of the date of death. If this Policy is jointly owned, this provision will apply at the death of either Owner. If the Owner is a grantor trust and a grantor is a natural person,

upon the death of a grantor the Policy will end and we will pay the death benefit. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11. However, if your surviving spouse is the sole primary Beneficiary, your spouse may elect, in writing, to continue the Policy as the new Owner, as provided in Section 2.14, subject to certain Qualified Plan limitations. If the Owner is not a natural person or is a grantor trust, see Section 2.6.

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

Unless you provide otherwise, if you die after the Annuity Commencement Date and before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period. If this Policy is jointly owned, the surviving Owner will become the sole Owner, and Income Payments will be made to the surviving Owner for the remainder of the Income Payment period. If the surviving Owner dies before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period.

2.10 When Will We Process A Request For Payment Of The Death Benefit?

Claim information must be submitted for each Beneficiary. Upon receiving Proof of Death and all claim information from a Beneficiary, we will pay to that Beneficiary his/her share of any amount of the death benefit. These proceeds bear interest computed daily from the date of death to the date of payment. We set this interest rate each year. This rate will not be less than the rate required by law.

2.11 Does A Beneficiary Have To Accept The Death Benefit Of This Policy At Your Death?

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

2.12 What Happens If A Beneficiary Who Is Receiving Income Payments Dies?

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

2.13 What Happens If No Beneficiary Survives You?

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

2.14 What Happens If Your Spouse Is The Beneficiary?

If your spouse is the sole primary Beneficiary and you die before the Annuity Commencement Date, this Policy may be continued with your spouse as the new Owner. If you are also the Annuitant, your spouse will become the new Annuitant. If your spouse chooses to continue the Policy, no death benefit proceeds will be paid as a consequence of your death.

SECTION THREE - PREMIUM PAYMENTS

3.1 What Is The Premium Payment?

An amount paid to the Corporation as consideration for the benefits provided by this Policy. The Premium Payment for this Policy is shown on the Policy Data Page. This payment must be made while the Owner and Annuitant are living.

3.2 Can Additional Premium Payments Be Made?

Generally, additional Premium Payments are not allowed for this Policy.

3.3 When Is A Premium Payment Credited To The Policy?

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

SECTION FOUR - INTEREST CREDITING AND ACCUMULATION VALUE

4.1 How Is The Interest Credited To This Policy?
The initial Interest Rate Guarantee Period starts on the Policy Date and ends at the close of the initial Interest Rate Guarantee Period as shown on the Policy Data Page. The initial interest rate will be the rate that we declare in advance and is in effect for the initial Interest Rate Guarantee Period. Each renewal Interest Rate Guarantee Period will be for the duration shown on the Policy Data Page. The renewal interest rate will be the rate we declare in advance and is in effect for the renewal Interest Rate Guarantee Period. Interest is compounded daily at an effective annual yield. We credit interest to this Policy daily. The rate credited will never be less than the guaranteed minimum interest rate shown on the Policy Data Page.

4.2 How Is The Accumulation Value Calculated?
On any day, on or before the Annuity Commencement Date, the Accumulation Value of this Policy is defined as the Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. The instances in which Surrender Charges will be assessed are explained in Section Five. Upon your request, we will inform you of the amount of Accumulation Value in this Policy.

4.3 How Is The Guaranteed Accumulation Value Calculated?
The guaranteed Accumulation Value in this Policy is based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate, as shown on the Policy Data Page. This value will never be less than the Nonforfeiture Value.

SECTION FIVE - WITHDRAWALS, CHARGES, DEDUCTIONS

5.1 Can You Make Partial Withdrawals From This Policy?
Provided this Policy has sufficient Accumulation Value, as shown on the Policy Data Page, you may request a Partial Withdrawal. The minimum amount you may withdraw is also shown on the Policy Data Page. If the amount of the Partial Withdrawal requested, together with any Surrender Charge that may apply, exceeds the Accumulation Value, we will pay you the Accumulation Value less any applicable Surrender Charge. We must receive your written request for a Partial Withdrawal at least thirty (30) days before the Annuity Commencement Date.

5.2 Can You Surrender This Policy?
You may surrender the Policy at any time before the Annuity Commencement Date for the Accumulation Value less any Surrender Charges that may apply. In no event will you receive less than the Guaranteed Cash Surrender Value.

5.3 May We Defer A Partial Withdrawal Or Surrender Payment?
When not prohibited by the laws of the state in which this Policy is issued, we may defer payment of any Partial Withdrawal or surrender payment request for up to six (6) months from the Partial Withdrawal or surrender request date after making a written request and receiving written approval from the insurance commissioner of the state in which this Policy is issued. Interest will be paid on any amount deferred for thirty (30) days or more. If payments are deferred, we will pay interest at the rate specified by the Insurance Department of the state where your Policy was issued, from the time of the Partial Withdrawal or surrender request. This rate will be at least one percent (1.0%) per year.

5.4 Are Surrender Charges Applied To This Policy?
During the Surrender Charge period, as shown under the Surrender Charge schedule on the Policy Data Page, a Surrender Charge may be applied each time a Partial Withdrawal is made, or when the Policy is surrendered for its Accumulation Value. The Surrender Charge, if any, will be a percentage, as shown on the Policy Data Page, of the amount of the Accumulation Value withdrawn or surrendered. The Surrender Charge will apply only if the amount withdrawn or surrendered exceeds the amount described under the Annual Surrender Charge Free Amount(s) section on the Policy Data Page.

5.5 Are Surrender Charges Ever Waived?
Surrender Charges will be waived:

a) when proceeds are paid on the death of the Owner, or of the Annuitant if the Owner is not a natural person; or

b) for any Required Minimum Distribution (RMD), as calculated by us, from the Accumulation Value of this Policy withdrawn under the RMD Automated option. However, if, in addition to any RMD withdrawals, Partial Withdrawals are made from this Policy during a Policy Year, all such withdrawals will be combined and a Surrender Charge will apply to that portion of the withdrawals that exceeds the greater of the calculated RMD amount, and the amount as explained in Section 5.4 and on the Policy Data Page; or

c) on amounts placed under the Life Income - Guaranteed Period option; or

d) under conditions specified in any riders or endorsements attached to and made a part of this Policy; or

e) upon surrender of the Policy or a Partial Withdrawal as shown in the Return of Premium Benefit section on the Policy Data Page; or

f) if we terminate this Policy as explained in Section 5.7.

5.6 Are State Premium Taxes Deducted From Your Policy?

If we are required by state law to pay state premium taxes for your Policy, the amount of the state premium tax will be deducted from the Accumulation Value of your Policy on the earliest of:

a) the date the Policy is surrendered; or

b) the Annuity Commencement Date, before the Accumulation Value is placed under an Income Payment option; or

c) the date we terminate this Policy in accordance with Section 5.7.

However, the amount of the state premium tax will not be deducted from the Accumulation Value, if the Accumulation Value is paid as a death benefit.

5.7 May The Corporation Terminate This Policy?

It may happen that a requested Partial Withdrawal together with any Surrender Charges would reduce the Accumulation Value to an amount that would provide Income Payments of less than $20 a month on the Annuity Commencement Date. If so, we have the right, subject to any applicable state law or regulation, to terminate this Policy and pay you the Accumulation Value in a single sum.

SECTION SIX - GENERAL PROVISIONS

6.1 What Constitutes The Entire Contract?

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

6.2 How Important Is The Information You Provided For This Policy?

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

6.3 Will We Be Able To Contest This Policy?

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

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

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

6.5 How Is A Person's Age Calculated For The Purpose Of This Policy?

In this Policy when we refer to a person's Age on any date, we mean his or her Age attained at his or her last birthday.

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

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

6.7 May You Assign This Policy?

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

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

6.8 How Do You Assign This Policy?

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

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

An assignee may not change the Owner, the Annuitant, or the Beneficiary. The assignee may not elect an alternate Income Payment option. Any amount payable to the assignee will be paid in a single sum.

6.10 Are The Payments Made Under This Policy Protected Against Creditors?

Except as stated in Section 6.7, payments we make under this Policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditors.

6.11 How Should A Premium Payment For This Policy Be Made?

Any Premium Payment made to us by check or money order must be payable to New York Life Insurance and Annuity Corporation or NYLIAC. Upon request, we will give you a receipt, signed by our Agent, for any premium paid to us.

6.12 Is This Policy Subject To Conformity With Any Law?

This Policy is subject to all laws that apply. Any paid-up annuity, cash surrender or death benefits available under this Policy are not less than the minimum benefits required by any regulation or statute of the state in which this Policy is issued.

6.13 Are Dividends Payable Under This Policy?

This is a non-participating Policy. Therefore, no dividends are payable.

New York Life Insurance and Annuity Corporation

A Wholly-Owned Delaware Subsidiary of New York Life Insurance Company

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

Executive Office – [51 Madison Avenue
New York, NY10010]

Individual Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

[Annuitant - - John Doe**]**
[Policy Number - - 00 000 000**]**
[Policy Date - - April 1, 2011**]**

New York Life Insurance and Annuity Corporation

(A Delaware Corporation)

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

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

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

ANNUITY BENEFIT On the Annuity Commencement Date, the Accumulation Value will be applied to provide periodic Income Payments, as stated in the Annuity Benefit section.

DEATH BENEFIT If you die before the Annuity Commencement Date, we will pay death benefit proceeds to the Beneficiary upon our receipt of Proof of Death and all claim information.

SURRENDER CHARGES may be waived as described in this Policy.

Upon surrender, the amount received may be less than the Premium Payment. See Return of Premium Benefit section on the Policy Data Page for details.

RIGHT TO RETURN POLICY Please examine this Policy. Within 10 days (or longer if required by state law) after delivery, you can return it to the Corporation or to the agent through whom it was purchased, with a written request for a full refund of the premium. Upon receipt of this request, the Policy will be void from the start, and a full premium refund will be made.

REPORT TO OWNER At least once each Policy Year, New York Life Insurance and Annuity Corporation will provide a report in connection with this Policy. The report will tell you how much Accumulation Value there is as of the end of the reporting period. It will also give the Owner any other facts required by state law or regulations.

The Issue Date is shown on the Policy Data Page.

If you have questions or concerns about your Policy, please contact us at www.newyorklife.com or call us at [1-800-762-6212].

President

Secretary

[New York Life Preferred Choice Fixed Annuity III]

Individual Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

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

New York Life Insurance and Annuity Corporation

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

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

POLICY DATA PAGE

Annuitant	--	[John Doe]	AGE: [35]	[MALE]
Policy Number	--	[00 000 000]		
Policy Date	--	[April 1, 2011]		
Owner	--	[John Doe]		
Plan	--	[Non-Qualified]		

Premium Payment:	$[5,000.00]
Initial Interest Rate Guarantee Period Ending On:	[March 31, 2014]
Renewal Interest Rate Guarantee Period:	[Annually]
Initial Interest Rate:	[2.0%] (Effective annual yield)
Guaranteed Minimum Interest Rate:	[1.00%] during the Surrender Charge period, [1.00%] thereafter. (Effective annual yield)
Nonforfeiture Rate:	[1.0%]

ANNUITY COMMENCEMENT DATE: [April 1, 2071]

SURRENDER CHARGES:

a) **SURRENDER CHARGE SCHEDULE**

POLICY YEAR	PERCENTAGE	POLICY YEAR	PERCENTAGE
[1	7%	5	5%
2	7%	6	4%
3	7%	7	0%]
4	6%		

b) **ANNUAL SURRENDER CHARGE FREE AMOUNT(S)**
Surrender Charges Are Applied as Follows:

If the Premium Payment is less than [$100,000], the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greater of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year ([ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year), less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges.

If the Premium Payment is [$100,000] or more, the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greatest of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year ([ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year), less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or C) that portion of the Accumulation Value that exceeds the Premium Payment made to this Policy.

[Return of Premium Benefit Effective Date: [April 1, 2013**]]**

RETURN OF PREMIUM BENEFIT[*]

[The Return of Premium Benefit provides that all or a portion of the Premium Payment may be refunded to you, subject to the conditions described below:

a) Prior to the Return of Premium Benefit Effective Date, Surrender Charges, if applicable, will be applied as described in Section 5.4 of this Policy. Upon surrender, the amount received may be less than the Premium Payment.

b) As of the Return of Premium Benefit Effective Date, this benefit will equal the Premium Payment, less any prior Partial Withdrawals, less any Surrender Charges that may have been assessed on those prior Partial Withdrawals.

   The maximum Surrender Charge on a Partial Withdrawal or a full surrender taken on or after the Return of Premium Benefit Effective Date will never exceed the total interest credited to the Policy.

   Surrender Charges may also be waived as described in Section 5.5 of this Policy.

Return of Premium Benefit Calculation Example

Using the Policy Value Assumptions below, the Return of Premium Benefit amount is determined as follows:

Policy Value Assumptions Summary:
Policy Date: January 1, 2012
Return of Premium Benefit Effective Date: January 1, 2014
$10,000 = Premium Payment
$3,000 = Total Partial Withdrawals prior to 2nd Policy Anniversary
$139.30 = Surrender Charge on Partial Withdrawals prior to 2nd Policy Anniversary

Return of Premium Benefit calculation as of January 1, 2014
$10,000 – [$3,000 + $139.30] = $6,860.70

Any Partial Withdrawal taken on or after the Return of Premium Benefit Effective Date reduces the remaining Return of Premium Benefit by the amount of the Partial Withdrawal (See End-of-Year calculations under 2nd Policy Anniversary).[**]

Policy Value Assumptions for Return of Premium Benefit Calculation Example Above (All assumptions are for illustration purposes only)

The Policy Values below assume that the Return of Premium Benefit Effective Date begins on the 2nd Policy Anniversary (two years after the Policy Date). Your Policy may have a different Return of Premium Benefit Effective Date than the date shown in this example.

Partial Withdrawals displayed occur on the Policy Anniversary (first day of the Policy Year). Surrenders occur on the last day of the Policy Year.

POLICY DATA PAGE
(Page 2 Cont'd.)

Policy Date: January 1, 2012
Premium Payment: $10,000
Return of Premium Effective Date: January 1, 2014
Current Interest Rate Credited: 1.0%
Surrender Charge Schedule: 7%, 7%, 7%, 6%, 5%, 4%, 3%
Surrender Charge-Free Percentage Each Policy Year: See Surrender Charge section of the Policy Data Page

January 1, 2012 (Policy Date)
Premium: $10,000
Return of Premium Benefit: N/A
Partial Withdrawal: None
Interest Credited in Policy Year: $100

End-of-Year Accumulation Value: $10,100
Surrender Charge for End-of-Year Surrender: $636.30
End-of-Year Surrender Value: $9,463.70 ($10,100 – $636.30)

January 1, 2013 (1st Policy Anniversary)
Starting Accumulation Value: $10,100
Return of Premium Benefit: N/A
Partial Withdrawal: $3,000
Surrender Charge on Partial Withdrawal: $139.30
Interest Credited in Policy Year: $69.61

End-of-Year Accumulation Value: $7,030.31
Surrender Charge for End-of-Year Surrender: $492.12
End-of-Year Surrender Value: $6,538.19 ($7,030.31 – $492.12)

January 1, 2014 (2nd Policy Anniversary) **(Return of Premium Benefit Effective Date)**
Starting Accumulation Value: $7,030.01
Return of Premium Benefit: $6,860.70 (See Return of Premium Benefit Calculation Above)
Partial Withdrawal: $5,000
Surrender Charge on Partial Withdrawal: $169.61 (limited to interest credited from Policy Date until day of withdrawal)
Interest Credited in Policy Year: $18.60

End-of-Year Accumulation Value: $1,879.30
Surrender Charge for End-of-Year Surrender: $131.51
Surrender Charge limit: $18.60 (interest credited)
Amount Paid Upon End-of-Year Surrender: $1,860.70 ($1,879.30 – $18.60)
[**] Return of Premium Benefit: $1,860.70 ($6,860.70 – $5,000) = Return of Premium Benefit – Partial Withdrawal**]**

[The Return of Premium Benefit provides that the Premium Payment is guaranteed to be refunded to you. Upon surrender of the Policy or on Partial Withdrawals, Surrender Charges, if any, will be waived to the extent that the amount of the Surrender Charge exceeds the interest credited to the Policy.

Surrender Charges may also be waived as described in Section 5.5 of this Policy.**]**

[[*]If this Policy is issued as a TSA/403(b) plan, the Return of Premium Benefit may be further reduced by an unpaid loan amount at the time of surrender.]

MINIMUMS

Minimum Partial Withdrawal Amount: $100.00

Minimum Accumulation Value that must be maintained in the Policy after a Partial Withdrawal: $2,000.00

ENHANCED DEATH BENEFIT:

Maximum Enhanced Death Benefit Rate:	100% of Adjusted Premium Payment
Guaranteed Enhanced Death Benefit Rate:	40% of Adjusted Accumulation Value

ISSUE DATE: [April 2, 2011]

We & You

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

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

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RIDERS AND ENDORSEMENTS (if any) ..... Attached to the Policy

DEFINITIONS

These terms are capitalized when used throughout this Policy.

ACCUMULATION VALUE: The Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. This value will never be less than the Nonforfeiture Value.

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

ANNUITANT: The individual whose life will determine the Income Payments.

ANNUITY COMMENCEMENT DATE: The date on which Income Payments under this Policy are scheduled to begin. This date may not be earlier than the first Policy Anniversary or later than the Policy Anniversary following the date on which the Annuitant becomes Age 95.

BENEFICIARY: The person(s) or entity(ies) having the right to receive the death benefit as set forth in this Policy and who is the "designated Beneficiary" for purposes of Section 72 of the Internal Revenue Code.

GUARANTEED CASH SURRENDER VALUE: Prior to the Return of Premium Benefit Effective Date**,** the Guaranteed Cash Surrender Value is equal to the greater of:

a) the Accumulation Value, based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate as shown on the Policy Data Page, less any Surrender Charges that may apply; or
b) the Nonforfeiture Value.

After the Return of Premium Benefit Effective Date**,** the Guaranteed Cash Surrender Value is equal to the greatest of:

a) or b) above; or
c) the Return of Premium Benefit described on the Policy Data Page.

INCOME PAYMENTS: Periodic payments NYLIAC makes to the Payee, on or after the Annuity Commencement Date.

INTEREST RATE GUARANTEE PERIOD: The period during which the declared interest rate is guaranteed not to change.

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

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

NONFORFEITURE RATE: The Nonforfeiture Rate, as shown on the Policy Data Page, is equal to the lesser of:

a) 3.00%; and
b) a rate that is not less than 1.00% and determined by using the six-month average of the five-year Constant Maturity Treasury Rate reported by the Federal Reserve for December through May (for period beginning July 1) and June through November (for period beginning January 1), rounded to the nearest .05%, minus 1.25%.

NONFORFEITURE VALUE: The Nonforfeiture Value is equal to 87.50% of the Premium Payment accumulated at the Nonforfeiture Rate since the Policy Date, minus any amounts withdrawn, accumulated at the Nonforfeiture Rate since the date of withdrawal.

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

OWNER: ("you, your") The person(s) or entity(ies) designated as the Owner of this Policy or as subsequently changed, and upon whose death prior to the Annuity Commencement Date benefits under the Policy may be paid. If NYLIAC issues a jointly owned Policy, ownership rights and privileges under this Policy must be exercised jointly and death benefits payable under this Policy before the Annuity Commencement Date will be paid upon the death of any joint Owner.

PARTIAL WITHDRAWAL: Any part of the Accumulation Value paid to you, at your request, in accordance with the terms of this Policy.

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

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

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

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

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

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

PREMIUM PAYMENT: The amount paid to the Corporation as consideration for the benefits provided by this Policy.

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

QUALIFIED PLAN: A retirement plan under the Internal Revenue Code of 1986, as amended, including Sections 401(a), 403(b), 408, 408(A) and 457(b).

REQUIRED MINIMUM DISTRIBUTION (RMD) AUTOMATED OPTION: The calculation and automatic processing of the Required Minimum Distribution (RMD) under certain Qualified Plans pursuant to IRC Section 401(a)(9) on a scheduled interval (monthly, quarterly, semi-annually, or annually). RMD is the minimum amount that the IRS requires the owners of certain Qualified Plans to withdraw each year generally beginning no later than April 1 of the calendar year following the calendar year in which the Owner attains age 70½.

SURRENDER CHARGE: An amount charged by the Corporation during the Surrender Charge period as shown under the Surrender Charge schedule on the Policy Data Page, and occurring when a Partial Withdrawal of the Accumulation Value is made or when the Policy is surrendered for its Accumulation Value.

SECTION ONE - ANNUITY BENEFIT

1.1 When Will Income Payments Begin?

Income Payments are scheduled to begin on the Annuity Commencement Date shown on the Policy Data Page or as changed in accordance with Section 1.2, provided this Policy is in force on that date, Income Payments will be made to the Payee each month. However, once Income Payments begin, the Income Payment option may not be changed. If the Accumulation Value of this Policy is an amount that would provide Income Payments of less than $20 a month on the Annuity Commencement Date, we will pay you the Accumulation Value in a single sum.

1.2 May The Annuity Commencement Date Be Changed?

If we agree, the Annuity Commencement Date shown on the Policy Data Page may be changed to an earlier date not before the first Policy Anniversary or deferred to a later date, but not later than the Policy Anniversary following the date on which the Annuitant becomes Age 95. If you wish to change the date, you must notify us in writing at least one month before the Annuity Commencement Date. The Annuitant's Age on the Annuity Commencement Date may not be greater than the Age as required by the laws of the state in which this Policy was issued.

1.3 How Are Income Payment Amounts Determined?

We will determine the amount of each monthly Income Payment on the Annuity Commencement Date. We do this by applying the total Accumulation Value of the Policy, less any state premium tax that may be payable as provided in Section 5.6, to the Income Payment rate in effect on the Annuity Commencement Date. Income Payment rates are based on the adjusted Age and sex of the Annuitant. To find the adjusted Age in the year the first payment is due, we first set the Annuitant's Age to be the lesser of Age 95 or their Age at the time of the first payment, and then adjust it according to the following table:

2011-2019	2020-2028	2029-2038	2039&later
0	-1	-2	-3

The amount of each monthly Income Payment will not be less than an amount based on the corresponding rate shown in the Life Income – Guaranteed Period Payment Table. These minimum amounts are ten-year certain and life amounts based on the Annuity 2000 Mortality Table with Projection Scale G applied for fifteen years static and generationally thereafter, and with interest compounded each year at one percent (1.0%).

When asked, we will state in writing what the minimum amount of each monthly Income Payment would be under this provision.

LIFE INCOME-GUARANTEED PERIOD PAYMENT TABLE

Minimum Monthly Payment Guaranteed for 10 years per $1,000 of Proceeds

Adjusted Age	Male	Female	Adjusted Age	Male	Female
60	$3.39	$3.08	81	$6.65	$6.28
61	3.49	3.16	82	6.84	6.51
62	3.59	3.25	83	7.03	6.72
63	3.70	3.35	84	7.21	6.94
64	3.81	3.45	85	7.39	7.15
65	3.94	3.55	86	7.56	7.35
66	4.06	3.67	87	7.73	7.54
67	4.20	3.79	88	7.88	7.72
68	4.34	3.91	89	8.02	7.89
69	4.49	4.05	90	8.16	8.04
70	4.64	4.19	91	8.28	8.18
71	4.80	4.34	92	8.38	8.30
72	4.96	4.50	93	8.47	8.41
73	5.13	4.67	94	8.54	8.50
74	5.31	4.85	95	8.60	8.57
75	5.49	5.03			
76	5.67	5.22			
77	5.86	5.43			
78	6.06	5.63			
79	6.25	5.85			
80	6.45	6.06			

1.4 How Are Income Payments Made?

We may require proof of the Annuitant's birth date before Income Payments begin. Under the Life Income-Guaranteed Period option, we will make equal payments to the Payee each month during the lifetime of the Annuitant. Income Payments do not change and are guaranteed for a period of 10 years (120 monthly payments) even if the Annuitant dies sooner. We may require proof of the Annuitant's survival as a condition for Income Payments beyond the guaranteed period.

1.5 Are There Other Methods Of Income Payments?

If we agree, you may elect, on or before the Annuity Commencement Date, to have the Accumulation Value placed under some other Income Payment option.

SECTION TWO - OWNER, ANNUITANT, BENEFICIARY

2.1 What Are The Rights Of Ownership?

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

2.2 May The Owner Be Different From The Annuitant?

The Owner of this Policy may be different from the Annuitant, but unless it is indicated on the Policy Data Page or ownership is subsequently changed, you are the Annuitant and the Owner of this Policy. However, the Annuitant and Owner must generally be the same individual for Policies issued in connection with Qualified Plans.

2.3 How Do You Change The Owner Of This Policy?

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

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

2.4 May More Than One Beneficiary Be Named?

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

2.5 How Do You Change A Beneficiary Of This Policy?

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

2.6 What Happens If The Annuitant Dies Before The Annuity Commencement Date?

If the Annuitant is not the Owner and the Annuitant dies before the Annuity Commencement Date, when we receive Proof of Death, you will become the Annuitant of this Policy. If this Policy is jointly owned, the first Owner named will become the Annuitant. If the Owner is a grantor trust for federal income tax purposes and the grantor(s) is a natural person, the Policy will be treated as owned by a natural person and the first named living grantor will become the new Annuitant.

If the Owner is not a natural person, upon the death of the Annuitant, the Policy will end and we will pay the death benefit to the Beneficiary(ies) as provided in Section 2.11.The death benefit is an amount equal to the Accumulation Value of this Policy as of the date of the Annuitant's or grantor's death, as applicable. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11.

2.7 What Happens If The Annuitant Dies After The Annuity Commencement Date?

If the Annuitant dies after the Annuity Commencement Date, but before the end of the guaranteed period of the Income Payments, we will then make the Income Payments to the Beneficiary for the remainder of the Income Payment period, even if the Payee is alive. If the Annuitant dies after the end of the guaranteed period of the Income Payments, no amount will be payable to the Payee or any Beneficiary.

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

If you die before the Annuity Commencement Date, the Policy will end. When we receive Proof of Death, we will pay the Beneficiary(ies) the death benefit, which is an amount equal to the Accumulation Value of this Policy as of the date of death. If this Policy is jointly owned, this provision will apply at the death of either Owner. If the Owner is a grantor trust and a grantor is a natural person, upon the death of a

grantor the Policy will end and we will pay the death benefit. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11. However, if your surviving spouse is the sole primary Beneficiary, your spouse may elect, in writing, to continue the Policy as the new Owner, as provided in Section 2.14, subject to certain Qualified Plan limitations. If the Owner is not a natural person or is a grantor trust, see Section 2.6.

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

Unless you provide otherwise, if you die after the Annuity Commencement Date and before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period. If this Policy is jointly owned, the surviving Owner will become the sole Owner, and Income Payments will be made to the surviving Owner for the remainder of the Income Payment period. If the surviving Owner dies before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period.

2.10 When Will We Process A Request For Payment Of The Death Benefit?

Claim information must be submitted for each Beneficiary. Upon receiving Proof of Death and all claim information from a Beneficiary, we will pay to that Beneficiary his/her share of any amount of the death benefit. These proceeds bear interest computed daily from the date of death to the date of payment. We set this interest rate each year. This rate will not be less than the rate required by law.

2.11 Does A Beneficiary Have To Accept The Death Benefit Of This Policy At Your Death?

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

2.12 What Happens If A Beneficiary Who Is Receiving Income Payments Dies?

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

2.13 What Happens If No Beneficiary Survives You?

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

2.14 What Happens If Your Spouse Is The Beneficiary?

If your spouse is the sole primary Beneficiary and you die before the Annuity Commencement Date, this Policy may be continued with your spouse as the new Owner. If you are also the Annuitant, your spouse will become the new Annuitant. If your spouse chooses to continue the Policy, no death benefit proceeds will be paid as a consequence of your death.

SECTION THREE - PREMIUM PAYMENTS

3.1 What Is The Premium Payment?

An amount paid to the Corporation as consideration for the benefits provided by this Policy. The Premium Payment for this Policy is shown on the Policy Data Page. This payment must be made while the Owner and Annuitant are living.

3.2 Can Additional Premium Payments Be Made?

Generally, additional Premium Payments are not allowed for this Policy.

3.3 When Is A Premium Payment Credited To The Policy?

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

SECTION FOUR - INTEREST CREDITING AND ACCUMULATION VALUE

4.1 How Is The Interest Credited To This Policy?

The initial Interest Rate Guarantee Period starts on the Policy Date and ends at the close of the initial Interest Rate Guarantee Period as shown on the Policy Data Page. The initial interest rate will be the rate that we declare in advance and is in effect for the initial Interest Rate Guarantee Period. Each renewal Interest Rate Guarantee Period will be for the duration shown on the Policy Data Page. The renewal interest rate will be the rate we declare in advance and is in effect for the renewal Interest Rate Guarantee Period. Interest is compounded daily at an effective annual yield. We credit interest to this Policy daily. The rate credited will never be less than the guaranteed minimum interest rate shown on the Policy Data Page.

4.2 How Is The Accumulation Value Calculated?

On any day, on or before the Annuity Commencement Date, the Accumulation Value of this Policy is defined as the Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. The instances in which Surrender Charges will be assessed are explained in Section Five. Upon your request, we will inform you of the amount of Accumulation Value in this Policy.

4.3 How Is The Guaranteed Accumulation Value Calculated?

The guaranteed Accumulation Value in this Policy is based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate, as shown on the Policy Data Page. This value will never be less than the Nonforfeiture Value.

SECTION FIVE - WITHDRAWALS, CHARGES, DEDUCTIONS

5.1 Can You Make Partial Withdrawals From This Policy?

Provided this Policy has sufficient Accumulation Value, as shown on the Policy Data Page, you may request a Partial Withdrawal. The minimum amount you may withdraw is also shown on the Policy Data Page. If the amount of the Partial Withdrawal requested, together with any Surrender Charge that may apply, exceeds the Accumulation Value, we will pay you the Accumulation Value less any applicable Surrender Charge. We must receive your written request for a Partial Withdrawal at least thirty (30) days before the Annuity Commencement Date.

5.2 Can You Surrender This Policy?

You may surrender the Policy at any time before the Annuity Commencement Date for the Accumulation Value less any Surrender Charges that may apply. In no event will you receive less than the Guaranteed Cash Surrender Value.

5.3 May We Defer A Partial Withdrawal Or Surrender Payment?

When not prohibited by the laws of the state in which this Policy is issued, we may defer payment of any Partial Withdrawal or surrender payment request for up to six (6) months from the Partial Withdrawal or surrender request date after making a written request and receiving written approval from the insurance commissioner of the state in which this Policy is issued. Interest will be paid on any amount deferred for thirty (30) days or more. If payments are deferred, we will pay interest at the rate specified by the Insurance Department of the state where your Policy was issued, from the time of the Partial Withdrawal or surrender request. This rate will be at least one percent (1.0%) per year.

5.4 Are Surrender Charges Applied To This Policy?

During the Surrender Charge period, as shown under the Surrender Charge schedule on the Policy Data Page, a Surrender Charge may be applied each time a Partial Withdrawal is made, or when the Policy is surrendered for its Accumulation Value. The Surrender Charge, if any, will be a percentage, as shown on the Policy Data Page, of the amount of the Accumulation Value withdrawn or surrendered. The Surrender Charge will apply only if the amount withdrawn or surrendered exceeds the amount described under the Annual Surrender Charge Free Amount(s) section on the Policy Data Page.

5.5 Are Surrender Charges Ever Waived?

Surrender Charges will be waived:

a) when proceeds are paid on the death of the Owner, or of the Annuitant if the Owner is not a natural person; or

b) for any Required Minimum Distribution (RMD), as calculated by us, from the Accumulation Value of this Policy withdrawn under the RMD Automated option. However, if, in addition to any RMD withdrawals, Partial Withdrawals are made from this Policy during a Policy Year, all such withdrawals will be combined and a Surrender Charge will apply to that portion of the withdrawals that exceeds the greater of the calculated RMD amount, and the amount as explained in Section 5.4 and on the Policy Data Page; or

c) on amounts placed under the Life Income - Guaranteed Period option; or

d) under conditions specified in any riders or endorsements attached to and made a part of this Policy; or

e) upon surrender of the Policy or a Partial Withdrawal as shown in the Return of Premium Benefit section on the Policy Data Page; or

f) if we terminate this Policy as explained in Section 5.7.

5.6 Are State Premium Taxes Deducted From Your Policy?

If we are required by state law to pay state premium taxes for your Policy, the amount of the state premium tax will be deducted from the Accumulation Value of your Policy on the earliest of:

a) the date the Policy is surrendered; or

b) the Annuity Commencement Date, before the Accumulation Value is placed under an Income Payment option; or

c) the date we terminate this Policy in accordance with Section 5.7.

However, the amount of the state premium tax will not be deducted from the Accumulation Value, if the Accumulation Value is paid as a death benefit.

5.7 May The Corporation Terminate This Policy?

It may happen that a requested Partial Withdrawal together with any Surrender Charges would reduce the Accumulation Value to an amount that would provide Income Payments of less than $20 a month on the Annuity Commencement Date. If so, we have the right, subject to any applicable state law or regulation, to terminate this Policy and pay you the Accumulation Value in a single sum.

SECTION SIX - GENERAL PROVISIONS

6.1 What Constitutes The Entire Contract?

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

6.2 How Important Is The Information You Provided For This Policy?

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

6.3 Will We Be Able To Contest This Policy?

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

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

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

6.5 How Is A Person's Age Calculated For The Purpose Of This Policy?

In this Policy when we refer to a person's Age on any date, we mean his or her Age attained at his or her last birthday.

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

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

6.7 May You Assign This Policy?

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

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

6.8 How Do You Assign This Policy?

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

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

An assignee may not change the Owner, the Annuitant, or the Beneficiary. The assignee may not elect an alternate Income Payment option. Any amount payable to the assignee will be paid in a single sum.

6.10 Are The Payments Made Under This Policy Protected Against Creditors?

Except as stated in Section 6.7, payments we make under this Policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditors.

6.11 How Should A Premium Payment For This Policy Be Made?

Any Premium Payment made to us by check or money order must be payable to New York Life Insurance and Annuity Corporation or NYLIAC. Upon request, we will give you a receipt, signed by our Agent, for any premium paid to us.

6.12 Is This Policy Subject To Conformity With Any Law?

This Policy is subject to all laws that apply. Any paid-up annuity, cash surrender or death benefits available under this Policy are not less than the minimum benefits required by any regulation or statute of the state in which this Policy is issued.

6.13 Are Dividends Payable Under This Policy?

This is a non-participating Policy. Therefore, no dividends are payable.

New York Life Insurance and Annuity Corporation

A Wholly-Owned Delaware Subsidiary of New York Life Insurance Company

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

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

Individual Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

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: Please note that the new application forms that will be used to apply for these policy forms are being filed concurrently under separate cover (SERFF No. NYLA-127364453).

Comments:

Item Status: **Status Date:**

Satisfied - Item: Life & Annuity - Acturial Memo

Comments:

Attachments:

Actuarial Memorandum-211-P113.pdf
Actuarial Memorandum-211-P114.pdf
Actuarial Memorandum-211-P115.pdf
Actuarial Memorandum-211-P116.pdf
Actuarial Memorandum-211-P117.pdf
Actuarial Memorandum-211-P118.pdf

Item Status: **Status Date:**

Satisfied - Item: Cover Letter

Comments:

Attachment:

Cover Letter-AR.pdf

Item Status: **Status Date:**

Satisfied - Item: Certificate of Compliance

Comments:

Attachment:

Cert-Compliance-AR.pdf

Item Status: **Status Date:**

Satisfied - Item: Statement of Variability

Comments:

Attachments:

SOV 211-P116.pdf
SOV 211-P117.pdf
SOV 211-P114.pdf
SOV 211-P115.pdf
SOV 211-P118.pdf
SOV 211-P113.pdf

Item Status: **Status Date:**

Satisfied - Item: Redline Copies of Policy Forms

Comments:

Attachments:

Policy-211-P113-Marked 9.22.11.pdf
Policy-211-P114-Marked 9.22.11.pdf
Policy-211-P115-Marked 9.22.11.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-P113	59.7
211-P114	59.9
211-P115	59.8
211-P116	59.4
211-P117	59.5
211-P118	59.6

Suzanne Wolf

Suzanne Wolf
Assistant Vice President – Product Development

9/16/2011

Date

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

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

September 21, 2011

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

Attn.: Policy & Other Form Filings

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-P113	Individual Deferred Fixed Annuity	Contract
	211-P114	Individual Deferred Fixed Annuity	Contract
	211-P115	Individual Deferred Fixed Annuity	Contract
	211-P116	Individual Deferred Fixed Annuity	Contract
	211-P117	Individual Deferred Fixed Annuity	Contract
	211-P118	Individual Deferred Fixed Annuity	Contract

Dear Hon. Jay Bradford:

Enclosed for your approval are six new individual deferred fixed annuity policy forms. The policy forms will be issued by New York Life Insurance and Annuity Corporation (NYLIAC). We intend to introduce the policy forms on or about January 2, 2012, subject to approval by your Department. Additional information regarding these policy forms is provided below, and the chart that follows this letter lists all forms that will be used with these new policy forms.

Most of our current fixed deferred annuity products include a guarantee that the surrender charge, if any, will never exceed the interest credited to the policy. This benefit poses a significant financial risk to the Company should interest rates rise rapidly, resulting in the simultaneous exercise of this benefit by large numbers of policyholders. Such an event would potentially require the Company to sell the assets backing these funds at a significant loss. To

better manage the risk to the Company in the current low interest rate environment, these policies include a modified return of premium benefit beginning on the return of premium effective date shown on the policy data page. Please refer to the data pages and section five, subsection (e) of each policy "Are Surrender Charges Ever Waived" for a full explanation of this benefit. Please note that the return of premium effective date and return of premium benefit language on the policy data pages will be bracketed, and ranges will be provided to allow for flexibility for new issues as the interest rate environment changes. These items will be addressed in the Statements of Variability that accompany this submission.

These policy forms are sex-distinct; however, if they are used in accordance with the Norris decision and/or Title VII of the Civil Rights Act of 1964, a unisex endorsement will be attached to the issued policy.

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

Please note that new application forms will be used to apply for the above-referenced policy forms. These application forms are being filed concurrently under separate cover (SERFF No. NYLA-127364453).

Policy Forms 211-P113, 211-P114, and 211-P115
These policy forms are non-participating single premium deferred fixed annuities. They are similar to policy forms 210-192, 210-193 and 210-194 that were approved by your Department on 3/9/2010 (SERFF Tracking#: NYLA-126514958), except for the Return of Premium Benefit feature described above.

In addition to the key change noted above, other updates include:

1. Section One: Replaced the guaranteed interest rate of 1.50% with 1.00% for the Annuity 2000 Mortality Table.
2. Section Two: Modified the language to clarify the treatment of the death benefit, as required under section 72 (s) of the IRS Code, when the owner of the policy is a grantor trust and the grantor is an individual.
3. Addition of the Renewal Interest Rate Guarantee Period to the data page and clarified renewal interest change language for provision 4.1.
4. A modified definition of Guaranteed Cash Surrender Value.

Similar to the prior versions, these three new policy forms are differentiated slightly by product features designed specifically for each distribution channel or distributor. The key features are as follows:

Policy Form 211-P113

This policy form will be solicited individually through the Company's agents, subject to approval by your Department. This policy form credits a declared initial interest rate that is guaranteed during an initial interest rate guarantee period. A choice of four initial interest rate guarantee periods is available with corresponding surrender charge periods for the same duration (five-year, six-year, seven-year or eight-year). The applicant will elect the option on the application. In addition, a surrender charge-free withdrawal allowance is provided each policy year.

The declared rates credited after the initial interest rate guarantee period will be guaranteed for a renewal period that is stated on the policy data page. The initial interest rate guarantee periods with the corresponding surrender charge periods and the renewal periods that the Company offers may change for new issues.

Other key features of this policy include:

1. A guaranteed minimum interest rate (GMIR) that is not based on the nonforfeiture formula as defined under the Standard Nonforfeiture Law. This rate will be in effect for the life of the policy. It is subject to change for new issues only and will be applied in a uniform and non-discriminatory manner.
2. A definition for the Guaranteed Cash Surrender Value is provided. Upon surrender of the policy, the client will receive no less than the Guaranteed Cash Surrender Value as defined in the policy.
3. A definition for the Nonforfeiture Value is provided. Under this definition, the methodology to determine the Nonforfeiture Value is described.
4. A definition for the Nonforfeiture Rate is provided. Under this definition, the methodology to determine the Nonforfeiture Rate is described. The Nonforfeiture Rate will not be redetermined for in-force policies and is set for the life of the policy based on the rate in effect when the policy is issued.

Policy Forms 211-P114 and 211-P115

These policy forms will be solicited individually through the Company's independent distribution channels, subject to approval by your Department. These forms are similar to policy form 211-P113 described above, except as follows:

1. At introduction, they will each offer a choice of three (rather than (4) four) initial interest rate guarantee periods that will be available with three corresponding surrender charge periods (five-year, six-year, or seven-year).
2 Form 211-P115 provides for a maximum maturity age of 95. This was designed specifically for one of our distributors to accommodate their need to provide this feature as a commonality among the products they solicit for various carriers.

Available Markets (Policy Forms 211-P113, 211-P114, and 211-P115)

These three policy forms will be available for the "non-tax qualified" market and for the "tax-qualified" market, primarily for rollovers and transfers of 403(b) Tax Sheltered Annuity (TSA) plans, Individual Retirement Annuity (IRA) plans, including Inherited IRA plans, Roth IRA plans, Savings Incentive Match Plan for Employees IRA (SIMPLE IRA) plans and Simplified

Employee Pension IRA (SEP IRA) plans, 401(a) Pension plans, and 457(b) Governmental Deferred Compensation plans. Not all of these plans may be available in all distribution channels.

The issue ages for policy forms 211-P113, 211-P114 and 211-P115 are 0-85 for non tax-qualified plans and 18-85 for tax-qualified plans. For Inherited IRA plans, the issue ages are 0-85.

Policy Forms 211-P116, 211-P117 and 211-P118
These policy forms are non-participating single premium deferred fixed annuities. They are similar to policy forms 210-P105, 210-P106 and 210-P107 that were approved by your Department on 10/4/2010 (SERFF Tracking#: NYLA-126834354), except for the Return of Premium Benefit feature described above and a GMIR that is not based on the nonforfeiture formula as defined under the Standard Nonforfeiture Law.

Similar to the prior versions, these three new policy forms are differentiated slightly by product features designed specifically for each distribution channel or distributor. The features are as follows:

Policy Form 211-P116
This policy form will be solicited individually through the Company's agents, subject to approval by your Department. A choice of three surrender charge periods is available (six-year, seven-year and eight-year). The applicant will elect the surrender charge schedule option on the application. In addition, a surrender charge-free withdrawal allowance is provided each policy year. The free-withdrawal amount varies based on the amount of premium credited to the policy.

This policy form credits a declared initial interest rate that is guaranteed during an initial interest rate guarantee period. A choice of two initial interest rate guarantee periods is available (one-year or three-year). The applicant will elect the guarantee period option on the application. The declared rates credited after the initial interest rate guarantee period will be guaranteed for a renewal period that is stated on the policy data page. The initial interest rate guarantee periods and renewal periods that the Company offers may change for new issues.

The key features of this policy include:

1. A two-tiered GMIR that applies as follows: one rate will be effective on the Policy Date and will remain fixed for the duration of the surrender charge period and the other rate ("Secondary GMIR") becomes effective at the expiration of the surrender charge period (Surrender Charge reduced to 0%) and remains fixed for the remaining life of the policy. Both rates are declared as of the Policy Date. Please refer to the enclosed Statement of Variability and Actuarial Memorandum for further information.
2. Both GMIRs are not based on the nonforfeiture formula as defined under the Standard Nonforfeiture Law. As mentioned in item #1 above, these rates will be in effect for the life of the policy. They are subject to change for new issues only and will be applied in a uniform and non-discriminatory manner.

3. A definition for the Guaranteed Cash Surrender Value is provided. Upon surrender of the policy, the client will receive no less than the Guaranteed Cash Surrender Value as defined in the policy.
4. A definition for the Nonforfeiture Value is provided. Under this definition, the methodology to determine the Nonforfeiture Value is described.
5. A definition for the Nonforfeiture Rate is provided. Under this definition, the methodology to determine the Nonforfeiture Rate is described. The Nonforfeiture Rate will not be redetermined for in-force policies and is set for the life of the policy based on the rate in effect when the policy is issued.

Policy Forms 211-P117 and 211-P118

These policy forms will be solicited individually through the company's independent distribution channels, subject to approval by your Department. These forms are similar to policy form 211-P116 described above, except as follows:

1. The calculation of the surrender charge-free withdrawal allowance differs for policies issued with a Premium Payment greater than $100,000. Please refer to the policy forms for further details.
2. At introduction, they will each offer a choice of two (rather than three) Surrender Charge Periods (six-year, or seven-year).
3. Policy form 211-P118 provides for a maximum maturity age of 95. This was designed specifically for one of our distributors to accommodate their need to provide this feature as a commonality among the products they solicit for various carriers.

Available Markets (Policy Forms 211-P116, 211-P117 and 211-P118)

These three policy forms will be available in the "non-tax qualified" market and the "tax-qualified" market, primarily for rollovers and transfers of 403(b) Tax Sheltered Annuity (TSA) plans, Individual Retirement Annuity (IRA) plans, including Inherited IRA plans, Roth IRA plans, Savings Incentive Match Plan for Employees IRA (SIMPLE IRA) plans and Simplified Employee Pension IRA (SEP IRA) plans, 401(a) Pension plans, 457(b) Governmental Deferred Compensation plans, and 412(e)(3) Defined Benefit Retirement plans. Not all of these plans may be available in all distribution channels.

The issue ages for policy forms 211-P116, 211-P117 and 211-P118 are 0-85 for non tax-qualified plans and 18-85 for tax-qualified plans. For Inherited IRA plans, the issue ages are 0-85.

Statements of Variability

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

Domicile Approval Status

Policy forms 211-P113, 211-P114, 211-P115, 211-P116, 211-P117, and 211-P118 were filed with the Insurance Department of our domicile State of Delaware on 9/21/2011 and are pending approval.

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

Sincerely,

Suzanne Wolf

Suzanne Wolf
Assistant Vice President – Product Development

SW: ar

New York Life Insurance and Annuity Corporation Forms that will be used with policy forms 211-P113, 211-P114, 211-P115, 211-P116, 211-P117, and 211-P118		
Form Number	**Brief Description**	**Approval Information**
211-A113	Application (Company agents) *for policy forms 211-P113 and 211-P116*	Pending Approval (SERFF #: NYLA-127364453)
211-A114	Application (Independent distribution channel *for policy form 211-P114)*	Pending Approval (SERFF #: NYLA-127364453)
211-A115	Application (Independent distribution channel *for policy form 211-P115)*	Pending Approval (SERFF #: NYLA-127364453)
211-A117	Application (Independent distribution channel *for policy form 211-P117)*	Pending Approval (SERFF #: NYLA-127364453)
211-A118	Application (Independent distribution channel *for policy form 211-P118)*	Pending Approval (SERFF #: NYLA-127364453)
6238-09	TSA 403(b) Endorsement	6/12/2009
210-E105	Unisex Endorsement	10/4/2010
6236-02	Traditional IRA Endorsement	8/11/2003
6285-02	Roth IRA Endorsement	12/6/2002
6424-05	SIMPLE IRA Endorsement (available only for Company agency business)	9/20/2005
6293-07	457(b) Deferred Compensation Plan Endorsement	4/9/2007
209-100	Living Needs Benefit/Unemployment Rider	10/6/2009
210-R101	Home Health Care Rider(available only for Company agency business)	9/13/2010
201-306	Enhanced Death Benefit Rider (available only for Company agency business and Independent distribution channel for policy forms 211-P114 and 211-P117)	7/13/2001
201-305	Enhanced Spousal Continuance Rider (available only for Company agency business and Independent distribution channel for policy forms 211-P114 and 211-P117)	7/13/2001
22190.100	Replacement Notice	10/10/2007
20830	State Guaranty Association Notice	N/A
20247ANN(AR)	Inquiry Notice (agency distribution)	N/A
42011(AR)	Inquiry Notice (independent distribution)	N/A

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

STATE OF ARKANSAS

In Re: Form (s): Policy Forms 211-P113, 211-P114, 211-P115, 211-P116, 211-P117, and 211-P118

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

September 21, 2011
Date

New York Life Insurance and Annuity Corporation (NYLIAC)

Statement of Variability For
Individual Single Premium Deferred Fixed Annuity Policy
Form Number 211-P116

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

Bracketed Information	Location	Explanation of Variability
ANNUITANT NAME **POLICY NUMBER** **POLICY DATE**	Cover Page & Policy Data Page	This section will reflect the applicable information for each issued Policy. NYLIAC may choose not to reflect this information on the cover page since it is also reflected in the Policy Data Page.
EXECUTIVE OFFICE/HOME OFFICE ADDRESSES	Front/Back Cover Page & Data Page	To facilitate changes to this information should NYLIAC's Executive or Home Office location change.
NYLIAC OFFICER'S TITLE & SIGNATURE	Cover Page	To facilitate changes to the officer's signature(s) and/or title(s) should NYLIAC's officers change. The signatures and titles shown are those in effect at the time of this form filing.
CUSTOMER SERVICE PHONE NUMBER	Cover Page	To facilitate changes to the toll-free telephone numbers applicable to NYLIAC's various customer service offices.
MARKETING NAME	Cover Page	To facilitate a change to the marketing name of this Policy.
PLAN	Policy Data Page	To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans. The plan type options currently available are: • Non-Qualified • Traditional IRA • Inherited IRA • Pension & Keogh • ROTH IRA • SEP IRA • SIMPLE IRA • 403(b) Tax Sheltered Annuity (TSA) The Corporation may also offer this Policy in other tax-qualified programs, including but not limited to • 457(b) Governmental Deferred Compensation Plans • 412(e)(3) Defined Benefit Plans.

PREMIUM PAYMENT	Policy Data Page	To facilitate changes to the premium amount used to purchase the Policy. The Premium payment range is between and including $5,000 – $50,000,000.
INITIAL INTEREST RATE GUARANTEE PERIOD ENDING ON	Policy Data Page	To facilitate changes to the ending date for the period during which the declared interest rate is guaranteed. This date is based on the initial interest rate guarantee period elected by the applicant. The range of years available for a guarantee period option is any whole number between and including 1-10 years. If the range changes, we will submit a limited filing.
RENEWAL INTEREST RATE GUARANTEE PERIOD	Policy Data Page	To facilitate changes to the renewal interest rate guarantee period under the Policy. The Policy Data Page illustrates an annual renewal period, which is the renewal period we intend to provide when this product is introduced. The range for this renewal period is between and including one week and 12 months. If the range changes, we will submit a limited filing.
INITIAL INTEREST RATE	Policy Data Page	To facilitate changes to the declared interest rate for the initial interest rate guarantee period. Initial Guaranteed Interest Rates are determined by weighing several important factors. The most important among these are 1) interest rates available to NYLIAC on suitable investments, 2) the interest rates offered by our competitors-primarily companies who have received ratings from the independent rating agencies similar to those received by our company, and 3) profitability.
GUARANTEED MINIMUM INTEREST RATE	Policy Data Page	To facilitate changes to the Guaranteed Minimum Interest Rate (GMIR) for new issues only. Two Guaranteed Minimum Interest Rates will apply to these policies. One rate applies during the Surrender Charge period and the other applies after the Surrender Charge period (Surrender Charge is 0%) for the remaining life of the Policy. These rates will be determined as of the Policy Date. The range for these rates is between and including 0.5% and 5%. Guaranteed Minimum Interest Rates (GMIRs) are determined by weighing several important factors. The most important among these are 1) the interest rates in effect at the time of contract issue as well as forecasted interest rates, 2) the GMIRs and interest rates offered by our competitors – primarily companies who have received ratings from the independent rating agencies similar to those received by our company, and 3) profitability.
NON-FORFEITURE RATE	Policy Data Page	To facilitate changes to the Non-forfeiture Rate. The Non-forfeiture Rate is equal to the lesser of: a) 3.00%; and b) a rate that is not less than 1.00% and determined by using the six-month average of the five-year Constant Maturity Treasury Rate reported by the Federal Reserve for December through May (for period beginning July 1) and June through November (for period beginning January 1), rounded to the nearest .05%, minus 1.25%.
SURRENDER CHARGE SCHEDULE	Policy Data Page	To facilitate changes to the Surrender Charge Schedules offered under the Policy. The Policy Data Page illustrates a six-year Surrender Charge Schedule. There are currently three Surrender Charge Schedule options available, six-year, seven-year and eight-year, as shown below in the shaded area. The range for the number of available Surrender Charge Schedules is between and including 1 and 7. The range in the number of years for any one surrender charge schedule is any whole number between and including 3 and 9 years, also shown below. If the Surrender Charge Schedule options for which a demonstration is not provided in the actuarial memorandum become available, we will submit a limited filing of the supporting actuarial material.

<table>
<tr><td></td><td></td><td>

Surrender Charge Schedules:

Year of Surrender	3-Year SC*	4-Year SC*	5-Year SC*	6-Year SC*	7-Year SC*	8-Year SC*	9-Year SC*
1	7%	7%	7%	7%	7%	7%	7%
2	7%	7%	7%	7%	7%	7%	7%
3	7%	7%	7%	7%	7%	7%	7%
4	0%	6%	6%	6%	6%	6%	6%
5		0%	5%	5%	5%	5%	5%
6			0%	4%	4%	4%	4%
7				0%	3%	3%	3%
8					0%	2%	2%
9						0%	1%
10							0%

*SC stands for Surrender Charge

</td></tr>
<tr><td>**ANNUAL SURRENDER CHARGE FREE AMOUNT(S)**</td><td>Policy Data Page</td><td>To facilitate changes to the Premium Payment Amount and the percentages used to determine the free amount. The range for the Premium Payment amount shown is any whole dollar amount between and including $75,000 and $50,000,000. The range for the free withdrawal percentages is any whole number or fraction thereof, between and including 7% and 50%. If the range changes, we will submit a limited filing.</td></tr>
<tr><td>**RETURN OF PREMIUM BENEFIT EFFECTIVE DATE**</td><td>Policy Data Page</td><td>To facilitate changes to the Return of Premium Benefit Effective Date. The range for the effective date is between and including the Policy Date (the day the policy becomes effective) and the 2nd Policy Anniversary.</td></tr>
<tr><td>**RETURN OF PREMIUM BENEFIT**</td><td>Policy Data Page</td><td>To facilitate changes to the Return Of Premium Benefit description and the calculation example based on the change to the effective date of the benefit. For any effective date after the Policy Date and up to the 2nd Policy Anniversary, the benefit will be determined in the same manner as currently described. If the effective date is on the Policy Date, the benefit is determined in a different manner. Alternate language is provided to describe the determination of the benefit effective on the Policy Date. No calculation example will be provided if the benefit is effective on the Policy Date.

The following language will display for the benefit currently effective on the 2nd Policy Anniversary and on any other date after the Policy Date and up to the 2nd Policy Anniversary:

The Return of Premium Benefit provides that all or a portion of the Premium Payment may be refunded to you, subject to the conditions described below:

a) Prior to the Return of Premium Benefit Effective Date, Surrender Charges, if applicable, will be applied as described in Section 5.4 of this Policy. Upon surrender, the amount received may be less than the Premium Payment.</td></tr>
</table>

		b) As of the Return of Premium Benefit Effective Date, this benefit will equal the Premium Payment, less any prior Partial Withdrawals, less any Surrender Charges that may have been assessed on those prior Partial Withdrawals. The maximum Surrender Charge on a Partial Withdrawal or a full surrender taken on or after the Return of Premium Benefit Effective Date will never exceed the total interest credited to the Policy. Surrender Charges may also be waived as described in Section 5.5 of this Policy.**]** **The following language will display if the benefit is effective on the Policy Date (the day the Policy becomes effective):** The Return of Premium Benefit provides that the Premium Payment is guaranteed to be refunded to you. Upon surrender of the Policy or on Partial Withdrawals, Surrender Charges, if any, will be waived to the extent that the amount of the Surrender Charge exceeds the interest credited to the Policy. Surrender Charges may also be waived as described in Section 5.5 of this Policy.
RETURN OF PREMIUM BENEFIT	Policy Data Page	The following text will display only when a 403(b) plan is available for solicitation. "If this Policy is issued as a TSA/403(b) plan, the Return of Premium Benefit may be further reduced by an unpaid loan amount at the time of surrender."
RIDER(S) AND ENDORSEMENT(S) NAME	Policy Data Page	To facilitate NYLIAC's discretion to list riders and/or endorsements, approved for use with this Policy when attached to an issued Policy. Currently, the information for the Enhanced Death Benefit rider will display when elected by the applicant.
All other bracketed items are John Doe information.		

New York Life Insurance and Annuity Corporation (NYLIAC)

Statement of Variability For
Individual Single Premium Deferred Fixed Annuity Policy
Form Number 211-P117

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

Bracketed Information	Location	Explanation of Variability
ANNUITANT NAME **POLICY NUMBER** **POLICY DATE**	Cover Page & Policy Data Page	This section will reflect the applicable information for each issued Policy. NYLIAC may choose not to reflect this information on the cover page since it is also reflected in the Policy Data Page.
EXECUTIVE OFFICE/HOME OFFICE ADDRESSES	Front/Back Cover Page & Data Page	To facilitate changes to this information should NYLIAC's Executive or Home Office location change.
NYLIAC OFFICER'S TITLE & SIGNATURE	Cover Page	To facilitate changes to the officer's signature(s) and/or title(s) should NYLIAC's officers change. The signatures and titles shown are those in effect at the time of this form filing.
CUSTOMER SERVICE PHONE NUMBER	Cover Page	To facilitate changes to the toll-free telephone numbers applicable to NYLIAC's various customer service offices.
MARKETING NAME	Cover Page	To facilitate a change to the marketing name of this Policy.
PLAN	Policy Data Page	To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans. The plan type options currently available are: • Non-Qualified • Traditional IRA • Inherited IRA • Pension & Keogh • ROTH IRA • SEP IRA The following plans though offered by NYLIAC, are not currently offered through the independent agency channel: SIMPLE IRAs, 403(b) and Tax Sheltered Annuities (TSAs).

PREMIUM PAYMENT	Policy Data Page	To facilitate changes to the premium amount used to purchase the Policy. The Premium payment range is between and including $5,000 – $50,000,000.
INITIAL INTEREST RATE GUARANTEE PERIOD ENDING ON	Policy Data Page	To facilitate changes to the ending date for the period during which the declared interest rate is guaranteed. This date is based on the initial interest rate guarantee period elected by the applicant. The range of years available for a guarantee period option is any whole number between and including 1-10 years. If the range changes, we will submit a limited filing.
RENEWAL INTEREST RATE GUARANTEE PERIOD	Policy Data Page	To facilitate changes to the renewal interest rate guarantee period under the Policy. The Policy Data Page illustrates an annual renewal period, which is the renewal period we intend to provide when this product is introduced. The range for this renewal period is between and including one week and 12 months. If the range changes, we will submit a limited filing.
INITIAL INTEREST RATE	Policy Data Page	To facilitate changes to the declared interest rate for the initial interest rate guarantee period. Initial Guaranteed Interest Rates are determined by weighing several important factors. The most important among these are 1) interest rates available to NYLIAC on suitable investments, 2) the interest rates offered by our competitors-primarily companies who have received ratings from the independent rating agencies similar to those received by our company, and 3) profitability.
GUARANTEED MINIMUM INTEREST RATE	Policy Data Page	To facilitate changes to the Guaranteed Minimum Interest Rate (GMIR) for new issues only. Two Guaranteed Minimum Interest Rates will apply to these policies. One rate applies during the Surrender Charge period and the other applies after the Surrender Charge period (Surrender Charge is 0%) for the remaining life of the Policy. These rates will be determined as of the Policy Date. The range for these rates is between and including 0.5% and 5%. Guaranteed Minimum Interest Rates (GMIRs) are determined by weighing several important factors. The most important among these are 1) the interest rates in effect at the time of contract issue as well as forecasted interest rates, 2) the GMIRs and interest rates offered by our competitors – primarily companies who have received ratings from the independent rating agencies similar to those received by our company, and 3) profitability.
NON-FORFEITURE RATE	Policy Data Page	To facilitate changes to the Non-forfeiture Rate. The Non-forfeiture Rate is equal to the lesser of: a) 3.00%; and b) a rate that is not less than 1.00% and determined by using the six-month average of the five-year Constant Maturity Treasury Rate reported by the Federal Reserve for December through May (for period beginning July 1) and June through November (for period beginning January 1), rounded to the nearest .05%, minus 1.25%.

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<td>SURRENDER CHARGE SCHEDULE</td>
<td>Policy Data Page</td>
<td>To facilitate changes to the Surrender Charge Schedules offered under the Policy. The Policy Data Page illustrates a six-year Surrender Charge Schedule. There are currently two Surrender Charge Schedule options available, six-year or seven-year, as shown below in the shaded area. The range for the number of available Surrender Charge Schedules is between and including 1 and 7. The range in the number of years for any one surrender charge schedule is any whole number between and including 3 and 9 years, also shown below. If the Surrender Charge Schedule options for which a demonstration is not provided in the actuarial memorandum become available, we will submit a limited filing of the supporting actuarial material.

Surrender Charge Schedules:

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<tr><th>Year of Surrender</th><th>3-Year SC*</th><th>4-Year SC*</th><th>5-Year SC*</th><th>6-Year SC*</th><th>7-Year SC*</th><th>8-Year SC*</th><th>9-Year SC*</th></tr>
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*SC stands for Surrender Charge</td>
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<td>ANNUAL SURRENDER CHARGE FREE AMOUNT(S)</td>
<td>Policy Data Page</td>
<td>To facilitate changes to the Premium Payment Amount and the percentages used to determine the free amount. The range for the Premium Payment amount shown is any whole dollar amount between and including $75,000 and $50,000,000. The range for the free withdrawal percentages is any whole number or fraction thereof, between and including 7% and 50%. If the range changes, we will submit a limited filing.</td>
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<td>RETURN OF PREMIUM BENEFIT EFFECTIVE DATE</td>
<td>Policy Data Page</td>
<td>To facilitate changes to the Return of Premium Benefit Effective Date. The range for the effective date is between and including the Policy Date (the day the policy becomes effective) and the 2nd Policy Anniversary.</td>
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<td>RETURN OF PREMIUM BENEFIT</td>
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<td>To facilitate changes to the Return of Premium Benefit description and the calculation example based on the change to the effective date of the benefit. For any effective date after the Policy Date and up to the 2nd Policy Anniversary, the benefit will be determined in the same manner as currently described. If the effective date is on the Policy Date, the benefit is determined in a different manner. Alternate language is provided to describe the determination of the benefit effective on the Policy Date. No calculation example will be provided if the benefit is effective on the Policy Date.</td>
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</table>

		The following language will display for the benefit currently effective on the 2nd Policy Anniversary and on any other date after the Policy Date and up to the 2nd Policy Anniversary: The Return of Premium Benefit provides that all or a portion of the Premium Payment may be refunded to you, subject to the conditions described below: a) Prior to the Return of Premium Benefit Effective Date, Surrender Charges, if applicable, will be applied as described in Section 5.4 of this Policy. Upon surrender, the amount received may be less than the Premium Payment. b) As of the Return of Premium Benefit Effective Date, this benefit will equal the Premium Payment, less any prior Partial Withdrawals, less any Surrender Charges that may have been assessed on those prior Partial Withdrawals. The maximum Surrender Charge on a Partial Withdrawal or a full surrender taken on or after the Return of Premium Benefit Effective Date, will never exceed the total interest credited to the Policy. Surrender Charges may also be waived as described in Section 5.5 of this Policy.**]** **The following language will display if the benefit is effective on the Policy Date (the day the Policy becomes effective):** The Return of Premium Benefit provides that the Premium Payment is guaranteed to be refunded to you. Upon surrender of the Policy or on Partial Withdrawals, Surrender Charges, if any, will be waived to the extent that the amount of the Surrender Charge exceeds the interest credited to the Policy. Surrender Charges may also be waived as described in Section 5.5 of this Policy.
RETURN OF PREMIUM BENEFIT	Policy Data Page	The following text will display only when a 403(b) plan is available for solicitation. "If this Policy is issued as a TSA/403(b) plan, the Return of Premium Benefit may be further reduced by an unpaid loan amount at the time of surrender."
RIDER(S) AND ENDORSEMENT(S) NAME	Policy Data Page	To facilitate NYLIAC's discretion to list riders and/or endorsements, approved for use with this Policy when attached to an issued Policy. Currently, the information for the Enhanced Death Benefit rider will display when elected by the applicant.
All other bracketed items are John Doe information.		

New York Life Insurance and Annuity Corporation (NYLIAC)

Statement of Variability For
Individual Single Premium Deferred Fixed Annuity Policy
Form Number 211-P114

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

Bracketed Information	Location	Explanation of Variability
ANNUITANT NAME **POLICY NUMBER** **POLICY DATE**	Cover Page & Policy Data Page	This section will reflect the applicable information for each issued Policy. NYLIAC may choose not to reflect this information on the cover page since it is also reflected in the Policy Data Page.
EXECUTIVE OFFICE/HOME OFFICE ADDRESSES	Front/Back Cover Page & Data Page	To facilitate changes to this information should NYLIAC's Executive or Home Office location change.
NYLIAC OFFICER'S TITLE & SIGNATURE	Cover Page	To facilitate changes to the officer's signature(s) and/or title(s) should NYLIAC's officers change. The signatures and titles shown are those in effect at the time of this form filing.
CUSTOMER SERVICE PHONE NUMBER	Cover Page	To facilitate changes to the toll-free telephone numbers applicable to the corporation's various customer service offices
MARKETING NAME	Cover Page	To facilitate a change to the marketing name of this Policy.

PLAN	Policy Data Page	To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans. The plan type options currently available are: • Non-Qualified • Traditional IRA • Inherited IRA • Pension & Keogh • ROTH IRA • SEP IRA The following plans though offered by NYLIAC, are not currently offered through the independent agency channel: SIMPLE IRAs and 403(b) Tax Sheltered Annuities (TSAs).
PREMIUM PAYMENT	Policy Data Page	To facilitate changes to the premium amount used to purchase the Policy. The Premium payment range is between and including $5,000 – $50,000,000. Premium Payments of $1,000,000 or more are subject to prior approval by NYLIAC.
INITIAL INTEREST RATE GUARANTEE PERIOD ENDING ON	Policy Data Page	To facilitate changes to the ending date for the period during which the declared interest rate is guaranteed. This date is based on the initial interest rate guarantee period elected by the applicant. The range for the number of years available for a guarantee period option is any whole number between and including 1-10. If the ranges change, we will submit a limited filing.
RENEWAL INTEREST RATE GUARANTEE PERIOD	Policy Data Page	To facilitate changes to the renewal interest rate guarantee period under the Policy. The Policy Data Page illustrates an annual renewal period, which is the renewal period we intend to provide when this product is introduced. The range for this renewal period is between and including one week and 12 months. If the range changes, we will submit a limited filing.
INITIAL INTEREST RATE	Policy Data Page	To facilitate changes to the declared interest rate for the initial interest rate guarantee period. Initial Guaranteed Interest Rates are determined by weighing several important factors. The most important among these are 1) interest rates available to NYLIAC on suitable investments, 2) the interest rates offered by our competitors-primarily companies who have received ratings from the independent rating agencies similar to those received by our company, and 3) profitability.
GUARANTEED MINIMUM INTEREST RATE	Policy Data Page	To facilitate changes to the Guaranteed Minimum Interest Rate (GMIR) rate for new issues only. The range for the rate is any whole number between and including 0.5% and 5%. Any change will be applicable only to new issues. Guaranteed Minimum Interest Rates (GMIRs) are determined by weighing several important factors. The most important among these are 1) the interest rates in effect at the time of contract issue as well as forecasted interest rates, 2) the GMIRs and interest rates offered by our competitors – primarily companies who have received ratings from the independent rating agencies similar to those received by our company, and 3) profitability.

<table>
<tr>
<td>NON-FORFEITURE RATE</td>
<td>Policy Data Page</td>
<td>To facilitate changes to the Non-forfeiture Rate. The Non-forfeiture Rate is equal to the lesser of:

a) 3.00%; and
b) a rate that is not less than 1.00% and determined by using the six-month average of the five-year Constant Maturity Treasury Rate reported by the Federal Reserve for December through May (for period beginning July 1) and June through November (for period beginning January 1), rounded to the nearest .05%, minus 1.25%.</td>
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<td>SURRENDER CHARGE SCHEDULE</td>
<td>Policy Data Page</td>
<td>To facilitate changes to the Surrender Charge Schedules offered under the Policy. The Policy Data Page illustrates a five-year Surrender Charge Schedule. There are currently three Surrender Charge Schedule options available, five-year, six-year and seven-year, as shown below in the shaded area. The range for the number of available Surrender Charge Schedules is any whole number between and including 3 and 9 years, also shown below. If the Surrender Charge Schedule options for which a demonstration is not provided in the actuarial memorandum become available, we will submit a limited filing of the supporting actuarial material.

Surrender Charge Schedules:

<table>
<tr><th>Year of Surrender</th><th>3-Year SC*</th><th>4-Year SC*</th><th>5-Year SC*</th><th>6-Year SC*</th><th>7-Year SC*</th><th>8-Year SC*</th><th>9-Year SC*</th></tr>
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</table>
*SC stands for Surrender Charge</td>
</tr>
<tr>
<td>ANNUAL SURRENDER CHARGE FREE AMOUNT(S)</td>
<td>Policy Data Page</td>
<td>To facilitate changes to the Premium Payment Amount and the percentages used to determine the free amount. The range for the Premium Payment amount shown is any whole dollar amount between and including $75,000 and $50,000,000. The range for the free withdrawal percentages is any whole number or fraction thereof, between and including 5% and 30%. If the range changes, we will submit a limited filing with the Department.</td>
</tr>
<tr>
<td>RETURN OF PREMIUM BENEFIT EFFECTIVE DATE</td>
<td>Policy Data Page</td>
<td>To facilitate changes to the Return of Premium Benefit Effective Date. The range for the effective date is between and including the Policy Date (the day the policy becomes effective) and the 2nd Policy Anniversary.</td>
</tr>
</table>

RETURN OF PREMIUM BENEFIT	Policy Data Page	To facilitate changes to the Return Of Premium Benefit description and the calculation example based on the change to the effective date of the benefit. For any effective date after the Policy Date and up to the 2nd Policy Anniversary, the benefit will be determined in the same manner as currently described. If the effective date is on the Policy Date, the benefit is determined in a different manner. Alternate language is provided to describe the determination of the benefit effective on the Policy Date. No calculation example will be provided if the benefit is effective on the Policy Date. **The following language will display for the current benefit offered on the product:** The Return of Premium Benefit provides that all or a portion of the Premium Payment may be refunded to you, subject to the conditions described below: a) Prior to the Return of Premium Benefit Effective Date, Surrender Charges, if applicable, will be applied as described in Section 5.4 of this Policy. Upon surrender, the amount received may be less than the Premium Payment. b) As of the Return of Premium Benefit Effective Date, this benefit will equal the Premium Payment, less any prior Partial Withdrawals, less any Surrender Charges that may have been assessed on those prior Partial Withdrawals. The maximum Surrender Charge on a Partial Withdrawal or a full surrender taken on or after the Return of Premium Benefit Effective Date will never exceed the total interest credited to the Policy. Surrender Charges may also be waived as described in Section 5.5 of this Policy.**]** **The following language will display if the benefit offered on the product changes:** The Return of Premium Benefit provides that the Premium Payment is guaranteed to be refunded to you. Upon surrender of the Policy or on Partial Withdrawals, Surrender Charges, if any, will be waived to the extent that the amount of the Surrender Charge exceeds the interest credited to the Policy. Surrender Charges may also be waived as described in Section 5.5 of this Policy.
RETURN OF PREMIUM BENEFIT	Policy Data Page	The following text will display only when a 403(b) plan is available for solicitation. “If this Policy is issued as a TSA/403(b) plan, the Return of Premium Benefit may be further reduced by an unpaid loan amount at the time of surrender.”

RIDER(S) AND ENDORSEMENT(S) NAME	Policy Data Page	To facilitate NYLIAC's discretion to list riders and/or endorsements that are approved for use with this Policy and will be attached to each issued Policy. Currently, the information for the Enhanced Death Benefit rider will display when elected by the applicant.
All other bracketed items are John Doe information.		

New York Life Insurance and Annuity Corporation (NYLIAC)

Statement of Variability For
Individual Single Premium Deferred Fixed Annuity Policy
Form Number 211-P115

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

Bracketed Information	Location	Explanation of Variability
ANNUITANT NAME **POLICY NUMBER** **POLICY DATE**	Cover Page & Policy Data Page	This section will reflect the applicable information for each issued Policy. NYLIAC may choose not to reflect this information on the cover page since it is also reflected in the Policy Data Page.
EXECUTIVE OFFICE/HOME OFFICE ADDRESSES	Front/Back Cover Page & Data Page	To facilitate changes to this information should NYLIAC's Executive or Home Office location change.
NYLIAC OFFICER'S TITLE & SIGNATURE	Cover Page	To facilitate changes to the officer's signature(s) and/or title(s) should NYLIAC's officers change. The signatures and titles shown are those in effect at the time of this form filing.
CUSTOMER SERVICE PHONE NUMBER	Cover Page	To facilitate changes to the toll-free telephone numbers applicable to the corporation's various customer service offices
MARKETING NAME	Cover Page	To facilitate a change to the marketing name of this Policy.

PLAN	Policy Data Page	To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans. The plan type options currently available are: • Non-Qualified • Traditional IRA • Inherited IRA • Pension & Keogh • ROTH IRA • SEP IRA The following plans though offered by NYLIAC, are not currently offered through the independent agency channel: SIMPLE IRAs and 403(b) Tax Sheltered Annuities (TSAs).
PREMIUM PAYMENT	Policy Data Page	To facilitate changes to the premium amount used to purchase the Policy. The Premium payment range is between and including $5,000 – $50,000,000. Premium Payments of $1,000,000 or more are subject to prior approval by NYLIAC.
INITIAL INTEREST RATE GUARANTEE PERIOD ENDING ON	Policy Data Page	To facilitate changes to the ending date for the period during which the declared interest rate is guaranteed. This date is based on the initial interest rate guarantee period elected by the applicant. The range for the number of years available for a guarantee period option is any whole number between and including 1-10. If the ranges change, we will submit a limited filing.
RENEWAL INTEREST RATE GUARANTEE PERIOD	Policy Data Page	To facilitate changes to the renewal interest rate guarantee period under the Policy. The Policy Data Page illustrates an annual renewal period, which is the renewal period we intend to provide when this product is introduced. The range for this renewal period is between and including one week and 12 months. If the range changes, we will submit a limited filing.
INITIAL INTEREST RATE	Policy Data Page	To facilitate changes to the declared interest rate for the initial interest rate guarantee period. Initial Guaranteed Interest Rates are determined by weighing several important factors. The most important among these are 1) interest rates available to NYLIAC on suitable investments, 2) the interest rates offered by our competitors-primarily companies who have received ratings from the independent rating agencies similar to those received by our company, and 3) profitability.
GUARANTEED MINIMUM INTEREST RATE	Policy Data Page	To facilitate changes to the Guaranteed Minimum Interest Rate (GMIR) rate for new issues only. The range for the rate is any whole number between and including 0.5% and 5%. Any change will be applicable only to new issues. Guaranteed Minimum Interest Rates (GMIRs) are determined by weighing several important factors. The most important among these are 1) the interest rates in effect at the time of contract issue as well as forecasted interest rates, 2) the GMIRs and interest rates offered by our competitors – primarily companies who have received ratings from the independent rating agencies similar to those received by our company, and 3) profitability.

<table>
<tr>
<td>NON-FORFEITURE RATE</td>
<td>Policy Data Page</td>
<td>To facilitate changes to the Non-forfeiture Rate. The Non-forfeiture Rate is equal to the lesser of:

a) 3.00%; and
b) a rate that is not less than 1.00% and determined by using the six-month average of the five-year Constant Maturity Treasury Rate reported by the Federal Reserve for December through May (for period beginning July 1) and June through November (for period beginning January 1), rounded to the nearest .05%, minus 1.25%.</td>
</tr>
<tr>
<td>SURRENDER CHARGE SCHEDULE</td>
<td>Policy Data Page</td>
<td>To facilitate changes to the Surrender Charge Schedules offered under the Policy. The Policy Data Page illustrates a five-year Surrender Charge Schedule. There are currently three Surrender Charge Schedule options available, five-year, six-year and seven-year, as shown below in the shaded area. The range for the number of available Surrender Charge Schedules is any whole number between and including 3 and 9 years, also shown below. If the Surrender Charge Schedule options for which a demonstration is not provided in the actuarial memorandum become available, we will submit a limited filing of the supporting actuarial material.

Surrender Charge Schedules:

<table>
<tr><th>Year of Surrender</th><th>3-Year SC*</th><th>4-Year SC*</th><th>5-Year SC*</th><th>6-Year SC*</th><th>7-Year SC*</th><th>8-Year SC*</th><th>9-Year SC*</th></tr>
<tr><td>1</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td></tr>
<tr><td>2</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td></tr>
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<tr><td>6</td><td></td><td></td><td>0%</td><td>4%</td><td>4%</td><td>4%</td><td>4%</td></tr>
<tr><td>7</td><td></td><td></td><td></td><td>0%</td><td>3%</td><td>3%</td><td>3%</td></tr>
<tr><td>8</td><td></td><td></td><td></td><td></td><td>0%</td><td>2%</td><td>2%</td></tr>
<tr><td>9</td><td></td><td></td><td></td><td></td><td></td><td>0%</td><td>1%</td></tr>
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*SC stands for Surrender Charge</td>
</tr>
<tr>
<td>ANNUAL SURRENDER CHARGE FREE AMOUNT(S)</td>
<td>Policy Data Page</td>
<td>To facilitate changes to the Premium Payment Amount and the percentages used to determine the free amount. The range for the Premium Payment amount shown is any whole dollar amount between and including $75,000 and $50,000,000. The range for the free withdrawal percentages is any whole number or fraction thereof, between and including 5% and 30%. If the range changes, we will submit a limited filing with the Department.</td>
</tr>
<tr>
<td>RETURN OF PREMIUM BENEFIT EFFECTIVE DATE</td>
<td>Policy Data Page</td>
<td>To facilitate changes to the Return of Premium Benefit Effective Date. The range for the effective date is between and including the Policy Date (the day the policy becomes effective) and the 2nd Policy Anniversary.</td>
</tr>
</table>

RETURN OF PREMIUM BENEFIT	Policy Data Page	To facilitate changes to the Return Of Premium Benefit description and the calculation example based on the change to the effective date of the benefit. For any effective date after the Policy Date and up to the 2nd Policy Anniversary, the benefit will be determined in the same manner as currently described. If the effective date is on the Policy Date, the benefit is determined in a different manner. Alternate language is provided to describe the determination of the benefit effective on the Policy Date. No calculation example will be provided if the benefit is effective on the Policy Date. **The following language will display for the current benefit offered on the product:** The Return of Premium Benefit provides that all or a portion of the Premium Payment may be refunded to you, subject to the conditions described below: a) Prior to the Return of Premium Benefit Effective Date, Surrender Charges, if applicable, will be applied as described in Section 5.4 of this Policy. Upon surrender, the amount received may be less than the Premium Payment. b) As of the Return of Premium Benefit Effective Date, this benefit will equal the Premium Payment, less any prior Partial Withdrawals, less any Surrender Charges that may have been assessed on those prior Partial Withdrawals. The maximum Surrender Charge on a Partial Withdrawal or a full surrender taken on or after the Return of Premium Benefit Effective Date will never exceed the total interest credited to the Policy. Surrender Charges may also be waived as described in Section 5.5 of this Policy.**]** **The following language will display if the benefit offered on the product changes:** The Return of Premium Benefit provides that the Premium Payment is guaranteed to be refunded to you. Upon surrender of the Policy or on Partial Withdrawals, Surrender Charges, if any, will be waived to the extent that the amount of the Surrender Charge exceeds the interest credited to the Policy. Surrender Charges may also be waived as described in Section 5.5 of this Policy.
RETURN OF PREMIUM BENEFIT	Policy Data Page	The following text will display only when a 403(b) plan is available for solicitation. “If this Policy is issued as a TSA/403(b) plan, the Return of Premium Benefit may be further reduced by an unpaid loan amount at the time of surrender.”

RIDER(S) AND ENDORSEMENT(S) NAME	Policy Data Page	To facilitate NYLIAC's discretion to list riders and/or endorsements that are approved for use with this Policy and will be attached to each issued Policy.
All other bracketed items are John Doe information.		

New York Life Insurance and Annuity Corporation (NYLIAC)

Statement of Variability For
Individual Single Premium Deferred Fixed Annuity Policy
Form Number 211-P118

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

Bracketed Information	Location	Explanation of Variability
ANNUITANT NAME **POLICY NUMBER** **POLICY DATE**	Cover Page & Policy Data Page	This section will reflect the applicable information for each issued Policy. NYLIAC may choose not to reflect this information on the cover page since it is also reflected in the Policy Data Page.
EXECUTIVE OFFICE/HOME OFFICE ADDRESSES	Front/Back Cover Page & Data Page	To facilitate changes to this information should NYLIAC's Executive or Home Office location change.
NYLIAC OFFICER'S TITLE & SIGNATURE	Cover Page	To facilitate changes to the officer's signature(s) and/or title(s) should NYLIAC's officers change. The signatures and titles shown are those in effect at the time of this form filing.
CUSTOMER SERVICE PHONE NUMBER	Cover Page	To facilitate changes to the toll-free telephone numbers applicable to NYLIAC's various customer service offices.
MARKETING NAME	Cover Page	To facilitate a change to the marketing name of this Policy.
PLAN	Policy Data Page	To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans. The plan type options currently available are: • Non-Qualified • Traditional IRA • Inherited IRA • Pension & Keogh • ROTH IRA • SEP IRA The following plans though offered by NYLIAC, are not currently offered through the independent agency channel: SIMPLE IRAs, 403(b) Tax Sheltered Annuities (TSAs), and 457(b) Governmental Deferred Compensation Plans

PREMIUM PAYMENT	Policy Data Page	To facilitate changes to the premium amount used to purchase the Policy. The Premium payment range is between and including $5,000 – $50,000,000.
INITIAL INTEREST RATE GUARANTEE PERIOD ENDING ON	Policy Data Page	To facilitate changes to the ending date for the period during which the declared interest rate is guaranteed. This date is based on the initial interest rate guarantee period elected by the applicant. The range of years available for a guarantee period option is any whole number between and including 1-10 years. If the range changes, we will submit a limited filing.
RENEWAL INTEREST RATE GUARANTEE PERIOD	Policy Data Page	To facilitate changes to the renewal interest rate guarantee period under the Policy. The Policy Data Page illustrates an annual renewal period, which is the renewal period we intend to provide when this product is introduced. The range for this renewal period is between and including one week and 12 months. If the range changes, we will submit a limited filing.
INITIAL INTEREST RATE	Policy Data Page	To facilitate changes to the declared interest rate for the initial interest rate guarantee period. Initial Guaranteed Interest Rates are determined by weighing several important factors. The most important among these are 1) interest rates available to NYLIAC on suitable investments, 2) the interest rates offered by our competitors-primarily companies who have received ratings from the independent rating agencies similar to those received by our company, and 3) profitability.
GUARANTEED MINIMUM INTEREST RATE	Policy Data Page	To facilitate changes to the Guaranteed Minimum Interest Rate (GMIR) for new issues only. Two Guaranteed Minimum Interest Rates will apply to these policies. One rate applies during the Surrender Charge period and the other applies after the Surrender Charge period (Surrender Charge is 0%) for the remaining life of the Policy. These rates will be determined as of the Policy Date. The range for these rates is between and including 0.5% and 5%. Guaranteed Minimum Interest Rates (GMIRs) are determined by weighing several important factors. The most important among these are 1) the interest rates in effect at the time of contract issue as well as forecasted interest rates, 2) the GMIRs and interest rates offered by our competitors – primarily companies who have received ratings from the independent rating agencies similar to those received by our company, and 3) profitability.
NON-FORFEITURE RATE	Policy Data Page	To facilitate changes to the Non-forfeiture Rate. The Non-forfeiture Rate is equal to the lesser of: a) 3.00%; and b) a rate that is not less than 1.00% and determined by using the six-month average of the five-year Constant Maturity Treasury Rate reported by the Federal Reserve for December through May (for period beginning July 1) and June through November (for period beginning January 1), rounded to the nearest .05%, minus 1.25%.

<table>
<tr>
<td>SURRENDER CHARGE SCHEDULE</td>
<td>Policy Data Page</td>
<td>To facilitate changes to the Surrender Charge Schedules offered under the Policy. The Policy Data Page illustrates a six-year Surrender Charge Schedule. There are currently two Surrender Charge Schedule options available, six-year or seven-year, as shown below in the shaded area. The range for the number of available Surrender Charge Schedules is between and including 1 and 7. The range in the number of years for any one surrender charge schedule is any whole number between and including 3 and 9 years, also shown below. If the Surrender Charge Schedule options for which a demonstration is not provided in the actuarial memorandum become available, we will submit a limited filing of the supporting actuarial material.

Surrender Charge Schedules:

<table>
<tr><th>Year of Surrender</th><th>3-Year SC*</th><th>4-Year SC*</th><th>5-Year SC*</th><th>6-Year SC*</th><th>7-Year SC*</th><th>8-Year SC*</th><th>9-Year SC*</th></tr>
<tr><td>1</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td></tr>
<tr><td>2</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td></tr>
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<tr><td>5</td><td></td><td>0%</td><td>5%</td><td>5%</td><td>5%</td><td>5%</td><td>5%</td></tr>
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</table>

*SC stands for Surrender Charge</td>
</tr>
<tr>
<td>ANNUAL SURRENDER CHARGE FREE AMOUNT(S)</td>
<td>Policy Data Page</td>
<td>To facilitate changes to the Premium Payment Amount and the percentages used to determine the free amount. The range for the Premium Payment amount shown is any whole dollar amount between and including $75,000 and $50,000,000. The range for the free withdrawal percentages is any whole number or fraction thereof, between and including 7% and 50%. If the range changes, we will submit a limited filing.</td>
</tr>
<tr>
<td>RETURN OF PREMIUM BENEFIT EFFECTIVE DATE</td>
<td>Policy Data Page</td>
<td>To facilitate changes to the Return of Premium Benefit Effective Date. The range for the effective date is between and including the Policy Date (the day the policy becomes effective) and the 2nd Policy Anniversary.</td>
</tr>
<tr>
<td>RETURN OF PREMIUM BENEFIT</td>
<td>Policy Data Page</td>
<td>To facilitate changes to the Return of Premium Benefit description and the calculation example based on the change to the effective date of the benefit. For any effective date after the Policy Date and up to the 2nd Policy Anniversary, the benefit will be determined in the same manner as currently described. If the effective date is on the Policy Date, the benefit is determined in a different manner. Alternate language is provided to describe the determination of the benefit effective on the Policy Date. No calculation example will be provided if the benefit is effective on the Policy Date.</td>
</tr>
</table>

		The following language will display for the benefit currently effective on the 2nd Policy Anniversary and on any other date after the Policy Date and up to the 2nd Policy Anniversary: The Return of Premium Benefit provides that all or a portion of the Premium Payment may be refunded to you, subject to the conditions described below: a) Prior to the Return of Premium Benefit Effective Date, Surrender Charges, if applicable, will be applied as described in Section 5.4 of this Policy. Upon surrender, the amount received may be less than the Premium Payment. b) As of the Return of Premium Benefit Effective Date, this benefit will equal the Premium Payment, less any prior Partial Withdrawals, less any Surrender Charges that may have been assessed on those prior Partial Withdrawals. The maximum Surrender Charge on a Partial Withdrawal or a full surrender taken on or after the Return of Premium Benefit Effective Date, will never exceed the total interest credited to the Policy. Surrender Charges may also be waived as described in Section 5.5 of this Policy.**]** **The following language will display if the benefit is effective on the Policy Date (the day the Policy becomes effective):** The Return of Premium Benefit provides that the Premium Payment is guaranteed to be refunded to you. Upon surrender of the Policy or on Partial Withdrawals, Surrender Charges, if any, will be waived to the extent that the amount of the Surrender Charge exceeds the interest credited to the Policy. Surrender Charges may also be waived as described in Section 5.5 of this Policy.
RETURN OF PREMIUM BENEFIT	Policy Data Page	The following text will display only when a 403(b) plan is available for solicitation. "If this Policy is issued as a TSA/403(b) plan, the Return of Premium Benefit may be further reduced by an unpaid loan amount at the time of surrender."
RIDER(S) AND ENDORSEMENT(S) NAME	Policy Data Page	To facilitate NYLIAC's discretion to list riders and/or endorsements, approved for use with this Policy when attached to an issued Policy.
All other bracketed items are John Doe information.		

New York Life Insurance and Annuity Corporation (NYLIAC)

Statement of Variability For
Individual Single Premium Deferred Fixed Annuity Policy
Form Number 211-P113

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

Bracketed Information	Location	Explanation of Variability
ANNUITANT NAME **POLICY NUMBER** **POLICY DATE**	Cover Page & Policy Data Page	This section will reflect the applicable information for each issued Policy. NYLIAC may choose not to reflect this information on the cover page since it is also reflected in the Policy Data Page.
EXECUTIVE OFFICE/HOME OFFICE ADDRESSES	Front/Back Cover Page & Data Page	To facilitate changes to this information should NYLIAC's Executive or Home Office location change.
NYLIAC OFFICER'S TITLE & SIGNATURE	Cover Page	To facilitate changes to the officer's signature(s) and/or title(s) should NYLIAC's officers change. The signatures and titles shown are those in effect at the time of this form filing.
CUSTOMER SERVICE PHONE NUMBER	Cover Page	To facilitate changes to the toll-free telephone numbers applicable to the corporation's various customer service offices
MARKETING NAME	Cover Page	To facilitate a change to the marketing name of this Policy.

PLAN	Policy Data Page	To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans. The plan type options currently available are: • Non-Qualified • Traditional IRA • Inherited IRA • Pension & Keogh • ROTH IRA • SEP IRA • SIMPLE IRA • 403(b) Tax Sheltered Annuity (TSA) The Corporation may also offer this Policy in other tax-qualified programs, including but not limited to • 457(b) Governmental Deferred Compensation Plans • 412(e)(3) Defined Benefit Plans.
PREMIUM PAYMENT	Policy Data Page	To facilitate changes to the premium amount used to purchase the Policy. The Premium payment range is between and including $5,000 – $50,000,000. Premium Payments of $1,000,000 or more are subject to prior approval by NYLIAC.
INITIAL INTEREST RATE GUARANTEE PERIOD ENDING ON	Policy Data Page	To facilitate changes to the ending date for the period during which the declared interest rate is guaranteed. This date is based on the initial interest rate guarantee period elected by the applicant. The range for the number of years available for a guarantee period option is any whole number between and including 1-10. If the ranges change, we will submit a limited filing.
RENEWAL INTEREST RATE GUARANTEE PERIOD	Policy Data Page	To facilitate changes to the renewal interest rate guarantee period under the Policy. The Policy Data Page illustrates an annual renewal period, which is the renewal period we intend to provide when this product is introduced. The range for this renewal period is between and including one week and 12 months. If the range changes, we will submit a limited filing.
INITIAL INTEREST RATE	Policy Data Page	To facilitate changes to the declared interest rate for the initial interest rate guarantee period. Initial Guaranteed Interest Rates are determined by weighing several important factors. The most important among these are 1) interest rates available to NYLIAC on suitable investments, 2) the interest rates offered by our competitors-primarily companies who have received ratings from the independent rating agencies similar to those received by our company, and 3) profitability.
GUARANTEED MINIMUM INTEREST RATE	Policy Data Page	To facilitate changes to the Guaranteed Minimum Interest Rate (GMIR) for new issues only. The range for the rate is any whole number between and including 0.5% and 5%. Any change will be applicable only to new issues. Guaranteed Minimum Interest Rates (GMIRs) are determined by weighing several important factors. The most important among these are 1) the interest rates in effect at the time of contract issue as well as forecasted interest rates, 2) the GMIRs and interest rates offered by our competitors – primarily companies who have received ratings from the independent rating agencies similar to those received by our company, and 3) profitability.

<table>
<tr><td>NON-FORFEITURE RATE</td><td>Policy Data Page</td><td>To facilitate changes to the Non-forfeiture Rate. The Non-forfeiture Rate is equal to the lesser of:

a) 3.00%; and
b) a rate that is not less than 1.00% and determined by using the six-month average of the five-year Constant Maturity Treasury Rate reported by the Federal Reserve for December through May (for period beginning July 1) and June through November (for period beginning January 1), rounded to the nearest .05%, minus 1.25%.</td></tr>
<tr><td>SURRENDER CHARGE SCHEDULE</td><td>Policy Data Page</td><td>To facilitate changes to the Surrender Charge Schedules offered under the Policy. The Policy Data Page illustrates a five-year Surrender Charge Schedule. There are currently four Surrender Charge Schedule options available, five-year, six-year, seven-year and eight-year, as shown below in the shaded area. The range for the number of available Surrender Charge Schedules is any whole number between and including 3 and 9 years, also shown below. If the Surrender Charge Schedule options for which a demonstration is not provided in the actuarial memorandum become available, we will submit a limited filing of the supporting actuarial material.

Surrender Charge Schedules:

<table>
<tr><th>Year of Surrender</th><th>3-Year SC*</th><th>4-Year SC*</th><th>5-Year SC*</th><th>6-Year SC*</th><th>7-Year SC*</th><th>8-Year SC*</th><th>9-Year SC*</th></tr>
<tr><td>1</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td></tr>
<tr><td>2</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td></tr>
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*SC stands for Surrender Charge</td></tr>
<tr><td>ANNUAL SURRENDER CHARGE FREE AMOUNT(S)</td><td>Policy Data Page</td><td>To facilitate changes to the Premium Payment Amount and the percentages used to determine the free amount. The range for the Premium Payment amount shown is any whole dollar amount between and including $75,000 and $50,000,000. The range for the free withdrawal percentages is any whole number or fraction thereof, between and including 5% and 30%. If the range changes, we will submit a limited filing with the Department.</td></tr>
<tr><td>RETURN OF PREMIUM BENEFIT EFFECTIVE DATE</td><td>Policy Data Page</td><td>To facilitate changes to the Return of Premium Benefit Effective Date. The range for the effective date is between and including the Policy Date (the day the policy becomes effective) and the 2nd Policy Anniversary.</td></tr>
</table>

RETURN OF PREMIUM BENEFIT	Policy Data Page	To facilitate changes to the Return Of Premium Benefit description and the calculation example based on the change to the effective date of the benefit. For any effective date after the Policy Date and up to the 2nd Policy Anniversary, the benefit will be determined in the same manner as currently described. If the effective date is on the Policy Date, the benefit is determined in a different manner. Alternate language is provided to describe the determination of the benefit effective on the Policy Date. No calculation example will be provided if the benefit is effective on the Policy Date. **The following language will display for the current benefit offered on the product:** The Return of Premium Benefit provides that all or a portion of the Premium Payment may be refunded to you, subject to the conditions described below: a) Prior to the Return of Premium Benefit Effective Date, Surrender Charges, if applicable, will be applied as described in Section 5.4 of this Policy. Upon surrender, the amount received may be less than the Premium Payment. b) As of the Return of Premium Benefit Effective Date, this benefit will equal the Premium Payment, less any prior Partial Withdrawals, less any Surrender Charges that may have been assessed on those prior Partial Withdrawals. The maximum Surrender Charge on a Partial Withdrawal or a full surrender taken on or after the Return of Premium Benefit Effective Date will never exceed the total interest credited to the Policy. Surrender Charges may also be waived as described in Section 5.5 of this Policy.**]** **The following language will display if the benefit offered on the product changes:** The Return of Premium Benefit provides that the Premium Payment is guaranteed to be refunded to you. Upon surrender of the Policy or on Partial Withdrawals, Surrender Charges, if any, will be waived to the extent that the amount of the Surrender Charge exceeds the interest credited to the Policy. Surrender Charges may also be waived as described in Section 5.5 of this Policy.
RETURN OF PREMIUM BENEFIT	Policy Data Page	The following text will display only when a 403(b) plan is available for solicitation. "If this Policy is issued as a TSA/403(b) plan, the Return of Premium Benefit may be further reduced by an unpaid loan amount at the time of surrender."

RIDER(S) AND ENDORSEMENT(S) NAME	Policy Data Page	To facilitate NYLIAC's discretion to list riders and/or endorsements that are approved for use with this Policy and will be attached to each issued Policy. Currently, the information for the Enhanced Death Benefit rider will display when elected by the applicant.
All other bracketed items are John Doe information.		

[Annuitant - - John Doe**]**
[Policy Number - - 00 000 000**]**
[Policy Date - - April 1, 2011**]**

New York Life Insurance and Annuity Corporation

(A Delaware Corporation)

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

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

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

ANNUITY BENEFIT On the Annuity Commencement Date, the Accumulation Value will be applied to provide periodic Income Payments, as stated in the Annuity Benefit section.

DEATH BENEFIT If you die before the Annuity Commencement Date, we will pay death benefit proceeds to the Beneficiary upon our receipt of Proof of Death and all claim information.

SURRENDER CHARGES may be waived as described in this Policy.

Upon surrender, the amount received may be less than the Premium Payment. See Return of Premium Benefit section on the Policy Data Page for details.

RIGHT TO RETURN POLICY Please examine this Policy. Within 10 days (or longer if required by state law) after delivery, you can return it to the Corporation or to the agent through whom it was purchased, with a written request for a full refund of the premium. Upon receipt of this request, the Policy will be void from the start, and a full premium refund will be made.

REPORT TO OWNER At least once each Policy Year, New York Life Insurance and Annuity Corporation will provide a report in connection with this Policy. The report will tell you how much Accumulation Value there is as of the end of the reporting period. It will also give the Owner any other facts required by state law or regulations.

The Issue Date is shown on the Policy Data Page.

If you have questions or concerns about your Policy, please contact us at www.newyorklife.com or call us at [1-800-695-9873].

President

Secretary

[New York Life Secure Term Choice Fixed Annuity]

Individual Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

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

New York Life Insurance and Annuity Corporation

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

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

POLICY DATA PAGE

Annuitant	--	[John Doe]	AGE: [35]	[MALE]
Policy Number	--	[00 000 000]		
Policy Date	--	[April 1, 2011]		
Owner	--	[John Doe]		
Plan	--	[Non-Qualified]		

Premium Payment:	$[5,000.00]
Initial Interest Rate Guarantee Period Ending On:	[March 31, 2016]
Renewal Interest Rate Guarantee Period:	[Annually]
Initial Interest Rate:	[2.0%] (Effective annual yield)
Guaranteed Minimum Interest Rate:	[1.0%] (Effective annual yield)
Nonforfeiture Rate:	[1.0%]

ANNUITY COMMENCEMENT DATE: [April 1, 2066]

SURRENDER CHARGES:

a) **SURRENDER CHARGE SCHEDULE**

POLICY YEAR	PERCENTAGE	POLICY YEAR	PERCENTAGE
[1	7%	4	6%
2	7%	5	5%
3	7%	6	0%**]**

b) **ANNUAL SURRENDER CHARGE FREE AMOUNT(S)**

Surrender Charges Are Applied as Follows:

If the Premium Payment is less than [$100,000], the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greater of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year ([ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year), less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges.

If the Premium Payment is [$100,000] or more, the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greatest of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year ([ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year), less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or C) that portion of the Accumulation Value that exceeds the Premium Payment made to this Policy.

[Return of Premium Benefit Effective Date: [April 1, 2013] **]**

RETURN OF PREMIUM BENEFIT*

[The Return of Premium Benefit provides that all or a portion of the Premium Payment may be refunded to you, subject to the conditions described below:

a) Prior to the Return of Premium Benefit Effective Date, Surrender Charges, if applicable, will be applied as described in Section 5.4 of this Policy. Upon surrender, the amount received may be less than the Premium Payment.

b) As of the Return of Premium Benefit Effective Date, this benefit will equal the Premium Payment, less any prior Partial Withdrawals, less any Surrender Charges that may have been assessed on those prior Partial Withdrawals.

   The maximum Surrender Charge on a Partial Withdrawal or a full surrender taken on or after the Return of Premium Benefit Effective Date will never exceed the total interest credited to the Policy.

   Surrender Charges may also be waived as described in Section 5.5 of this Policy.

Return of Premium Benefit Calculation Example
Using the Policy Value Assumptions below, the Return of Premium Benefit amount is determined as follows:

Policy Value Assumptions Summary:
Policy Date: January 1, 2012
Return of Premium Benefit Effective Date: January 1, 2014
$10,000 = Premium Payment
$3,000 = Total Partial Withdrawals prior to 2nd Policy Anniversary
$139.30 = Surrender Charge on Partial Withdrawals prior to 2nd Policy Anniversary

Return of Premium Benefit calculation as of January 1, 2014
$10,000 – [$3,000 + $139.30] = $6,860.70

Any Partial Withdrawal taken on or after the Return of Premium Benefit Effective Date reduces the remaining Return of Premium Benefit by the amount of the Partial Withdrawal (See End-of-Year calculations under 2nd Policy Anniversary).**

Policy Value Assumptions for Return of Premium Benefit Calculation Example Above (All assumptions are for illustration purposes only)

The Policy Values below assume that the Return of Premium Benefit Effective Date begins on the 2nd Policy Anniversary (two years after the Policy Date). Your Policy may have a different Return of Premium Benefit Effective Date than the date shown in this example.

Partial Withdrawals displayed occur on the Policy Anniversary (first day of the Policy Year). Surrenders occur on the last day of the Policy Year.

Policy Date: January 1, 2012
Premium Payment: $10,000
Return of Premium Effective Date: January 1, 2014
Current Interest Rate Credited: 1.0%
Surrender Charge Schedule: 7%, 7%, 7%, 6%, 5%, 4%, 3%
Surrender Charge-Free Percentage Each Policy Year: See Surrender Charge section of the Policy Data Page

January 1, 2012 (Policy Date)
Premium: $10,000
Return of Premium Benefit: N/A
Partial Withdrawal: None
Interest Credited in Policy Year: $100

End-of-Year Accumulation Value: $10,100
Surrender Charge for End-of-Year Surrender: $636.30
End-of-Year Surrender Value: $9,463.70 ($10,100 – $636.30)

January 1, 2013 (1st Policy Anniversary)
Starting Accumulation Value: $10,100
Return of Premium Benefit: N/A
Partial Withdrawal: $3,000
Surrender Charge on Partial Withdrawal: $139.30
Interest Credited in Policy Year: $69.61

End-of-Year Accumulation Value: $7,030.31
Surrender Charge for End-of-Year Surrender: $492.12
End-of-Year Surrender Value: $6,538.19 ($7,030.31 – $492.12)

January 1, 2014 (2nd Policy Anniversary) **(Return of Premium Benefit Effective Date)**
Starting Accumulation Value: $7,030.01
Return of Premium Benefit: $6,860.70 (See Return of Premium Benefit Calculation Above)
Partial Withdrawal: $5,000
Surrender Charge on Partial Withdrawal: $169.61 (limited to interest credited from Policy Date until day of withdrawal)
Interest Credited in Policy Year: $18.60

End-of-Year Accumulation Value: $1,879.30
Surrender Charge for End-of-Year Surrender: $131.51
Surrender Charge limit: $18.60 (interest credited)
Amount Paid Upon End-of-Year Surrender: $1,860.70 ($1,879.30 – $18.60)
** Return of Premium Benefit: $1,860.70 ($6,860.70 – $5,000) = Return of Premium Benefit – Partial Withdrawal**]**

[The Return of Premium Benefit provides that the Premium Payment is guaranteed to be refunded to you. Upon surrender of the Policy or on Partial Withdrawals, Surrender Charges, if any, will be waived to the extent that the amount of the Surrender Charge exceeds the interest credited to the Policy.

Surrender Charges may also be waived as described in Section 5.5 of this Policy.**]**

[*If this Policy is issued as a TSA/403(b) plan, the Return of Premium Benefit may be further reduced by an unpaid loan amount at the time of surrender.]

MINIMUMS

Minimum Partial Withdrawal Amount: $100.00

Minimum Accumulation Value that must be maintained in the Policy after a Partial Withdrawal: $2,000.00

ENHANCED DEATH BENEFIT:

Maximum Enhanced Death Benefit Rate:	100% of Adjusted Premium Payment
Guaranteed Enhanced Death Benefit Rate:	40% of Adjusted Accumulation Value

ISSUE DATE: [April 2, 2011]

We & You

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

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

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DEFINITIONS

These terms are capitalized when used throughout this Policy.

ACCUMULATION VALUE: The Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. This value will never be less than the Nonforfeiture Value.

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

ANNUITANT: The individual whose life will determine the Income Payments.

ANNUITY COMMENCEMENT DATE: The date on which Income Payments under this Policy are scheduled to begin. This date may not be earlier than the first Policy Anniversary.

BENEFICIARY: The person(s) or entity(ies) having the right to receive the death benefit as set forth in this Policy and who is the "designated Beneficiary" for purposes of Section 72 of the Internal Revenue Code.

GUARANTEED CASH SURRENDER VALUE: Prior to the Return of Premium Benefit Effective Date**,** the Guaranteed Cash Surrender Value is equal to the greater of:

a) the Accumulation Value, based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate as shown on the Policy Data Page, less any Surrender Charges that may apply; or
b) the Nonforfeiture Value.

After the Return of Premium Benefit Effective Date**,** the Guaranteed Cash Surrender Value is equal to the greatest of:

a) or b) above; or
c) the Return of Premium Benefit described on the Policy Data Page.

INCOME PAYMENTS: Periodic payments NYLIAC makes to the Payee, on or after the Annuity Commencement Date.

INTEREST RATE GUARANTEE PERIOD: The period during which the declared interest rate is guaranteed not to change.

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

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

NONFORFEITURE RATE: The Nonforfeiture Rate, as shown on the Policy Data Page, is equal to the lesser of:

a) 3.00%; and
b) a rate that is not less than 1.00% and determined by using the six-month average of the five-year Constant Maturity Treasury Rate reported by the Federal Reserve for December through May (for period beginning July 1) and June through November (for period beginning January 1), rounded to the nearest .05%, minus 1.25%.

NONFORFEITURE VALUE: The Nonforfeiture Value is equal to 87.50% of the Premium Payment accumulated at the Nonforfeiture Rate since the Policy Date, minus any amounts withdrawn, accumulated at the Nonforfeiture Rate since the date of withdrawal.

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

OWNER: ("you, your") The person(s) or entity(ies) designated as the Owner of this Policy or as subsequently changed, and upon whose death prior to the Annuity Commencement Date benefits under the Policy may be paid. If NYLIAC issues a jointly owned Policy, ownership rights and privileges under this Policy must be exercised jointly and death benefits payable under this Policy before the Annuity Commencement Date will be paid upon the death of any joint Owner.

PARTIAL WITHDRAWAL: Any part of the Accumulation Value paid to you, at your request, in accordance with the terms of this Policy.

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

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

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

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

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

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

PREMIUM PAYMENT: The amount paid to the Corporation as consideration for the benefits provided by this Policy.

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

QUALIFIED PLAN: A retirement plan under the Internal Revenue Code of 1986, as amended, including Sections 401(a), 403(b), 408, 408(A) and 457(b).

REQUIRED MINIMUM DISTRIBUTION (RMD) AUTOMATED OPTION: The calculation and automatic processing of the Required Minimum Distribution (RMD) under certain Qualified Plans pursuant to IRC Section 401(a)(9) on a scheduled interval (monthly, quarterly, semi-annually, or annually). RMD is the minimum amount that the IRS requires the owners of certain Qualified Plans to withdraw each year generally beginning no later than April 1 of the calendar year following the calendar year in which the Owner attains age 70½.

SURRENDER CHARGE: An amount charged by the Corporation during the Surrender Charge period as shown under the Surrender Charge schedule on the Policy Data Page, and occurring when a Partial Withdrawal of the Accumulation Value is made or when the Policy is surrendered for its Accumulation Value.

SECTION ONE - ANNUITY BENEFIT

1.1 When Will Income Payments Begin?

Income Payments are scheduled to begin on the Annuity Commencement Date shown on the Policy Data Page or as changed in accordance with Section 1.2, provided this Policy is in force on that date. Income Payments will be made to the Payee each month. However, once Income Payments begin, the Income Payment option may not be changed. If the Accumulation Value of this Policy is an amount that would provide Income Payments of less than $20 a month on the Annuity Commencement Date, we will pay you the Accumulation Value in a single sum.

1.2 May The Annuity Commencement Date Be Changed?

If we agree, the Annuity Commencement Date shown on the Policy Data Page may be changed to an earlier date not before the first Policy Anniversary or deferred to a later date. If you wish to change the date, you must notify us in writing at least one month before the Annuity Commencement Date. The Annuitant's Age on the Annuity Commencement Date may not be greater than the Age as required by the laws of the state in which this Policy was issued.

1.3 How Are Income Payment Amounts Determined?

We will determine the amount of each monthly Income Payment on the Annuity Commencement Date. We do this by applying the total Accumulation Value of the Policy, less any state premium tax that may be payable as provided in Section 5.6, to the Income Payment rate in effect on the Annuity Commencement Date. Income Payment rates are based on the adjusted Age and sex of the Annuitant. To find the adjusted Age in the year the first payment is due, we first set the Annuitant's Age to be the lesser of Age 100 or their Age at the time of the first payment, and then adjust it according to the following table:

2011-2019	2020-2028	2029-2038	2039&later
0	-1	-2	-3

The amount of each monthly Income Payment will not be less than an amount based on the corresponding rate shown in the Life Income – Guaranteed Period Payment Table. These minimum amounts are ten-year certain and life amounts based on the Annuity 2000 Mortality Table with Projection Scale G applied for fifteen years static and generationally thereafter, and with interest compounded each year at one percent (1.0%).

When asked, we will state in writing what the minimum amount of each monthly Income Payment would be under this provision.

LIFE INCOME-GUARANTEED PERIOD PAYMENT TABLE

Minimum Monthly Payment Guaranteed for 10 years per $1,000 of Proceeds

Adjusted Age	Male	Female	Adjusted Age	Male	Female
60	$3.39	$3.08	81	$6.65	$6.28
61	3.49	3.16	82	6.84	6.51
62	3.59	3.25	83	7.03	6.72
63	3.70	3.35	84	7.21	6.94
64	3.81	3.45	85	7.39	7.15
65	3.94	3.55	86	7.56	7.35
66	4.06	3.67	87	7.73	7.54
67	4.20	3.79	88	7.88	7.72
68	4.34	3.91	89	8.02	7.89
69	4.49	4.05	90	8.16	8.04
70	4.64	4.19	91	8.28	8.18
71	4.80	4.34	92	8.38	8.30
72	4.96	4.50	93	8.47	8.41
73	5.13	4.67	94	8.54	8.50
74	5.31	4.85	95	8.60	8.57
75	5.49	5.03	96	8.65	8.62
76	5.67	5.22	97	8.69	8.67
77	5.86	5.43	98	8.71	8.70
78	6.06	5.63	99	8.73	8.72
79	6.25	5.85	100	8.74	8.74
80	6.45	6.06			

1.4 How Are Income Payments Made?

We may require proof of the Annuitant's birth date before Income Payments begin. Under the Life Income-Guaranteed Period option, we will make equal payments to the Payee each month during the lifetime of the Annuitant. Income Payments do not change and are guaranteed for a period of 10 years (120 monthly payments) even if the Annuitant dies sooner. We may require proof of the Annuitant's survival as a condition for Income Payments beyond the guaranteed period.

1.5 Are There Other Methods Of Income Payments?

If we agree, you may elect, on or before the Annuity Commencement Date, to have the Accumulation Value placed under some other Income Payment option.

SECTION TWO - OWNER, ANNUITANT, BENEFICIARY

2.1 What Are The Rights Of Ownership?

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

2.2 May The Owner Be Different From The Annuitant?

The Owner of this Policy may be different from the Annuitant, but unless it is indicated on the Policy Data Page or ownership is subsequently changed, you are the Annuitant and the Owner of this Policy. However, the Annuitant and Owner must generally be the same individual for Policies issued in connection with Qualified Plans.

2.3 How Do You Change The Owner Of This Policy?

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

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

2.4 May More Than One Beneficiary Be Named?

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

2.5 How Do You Change A Beneficiary Of This Policy?

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

2.6 What Happens If The Annuitant Dies Before The Annuity Commencement Date?

If the Annuitant is not the Owner and the Annuitant dies before the Annuity Commencement Date, when we receive Proof of Death, you will become the Annuitant of this Policy. If this Policy is jointly owned, the first Owner named will become the Annuitant. If the Owner is a grantor trust for federal income tax purposes and the grantor(s) is a natural person, the Policy will be treated as owned by a natural person and the first named living grantor will become the new Annuitant.

If the Owner is not a natural person, upon the death of the Annuitant, the Policy will end and we will pay the death benefit to the Beneficiary(ies) as provided in Section 2.11. The death benefit is an amount equal to the Accumulation Value of this Policy as of the date of the Annuitant's or grantor's death, as applicable. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11.

2.7 What Happens If The Annuitant Dies After The Annuity Commencement Date?

If the Annuitant dies after the Annuity Commencement Date, but before the end of the guaranteed period of the Income Payments, we will then make the Income Payments to the Beneficiary for the remainder of the Income Payment period, even if the Payee is alive. If the Annuitant dies after the end of the guaranteed period of the Income Payments, no amount will be payable to the Payee or any Beneficiary.

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

If you die before the Annuity Commencement Date, the Policy will end. When we receive Proof of Death, we will pay the Beneficiary(ies) the death benefit, which is an amount equal to the Accumulation Value of this Policy as of the date of death. If this Policy is jointly owned, this provision will apply at the death of either Owner. If the Owner is a grantor trust and a grantor is a natural person, upon the death of a

grantor, the Policy will end and we will pay the death benefit. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11. However, if your surviving spouse is the sole primary Beneficiary, your spouse may elect, in writing, to continue the Policy as the new Owner, as provided in Section 2.14, subject to certain Qualified Plan limitations. If the Owner is not a natural person or is a grantor trust, see Section 2.6.

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

Unless you provide otherwise, if you die after the Annuity Commencement Date and before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period. If this Policy is jointly owned, the surviving Owner will become the sole Owner, and Income Payments will be made to the surviving Owner for the remainder of the Income Payment period. If the surviving Owner dies before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period.

2.10 When Will We Process A Request For Payment Of The Death Benefit?

Claim information must be submitted for each Beneficiary. Upon receiving Proof of Death and all claim information from a Beneficiary, we will pay to that Beneficiary his/her share of any amount of the death benefit. These proceeds bear interest computed daily from the date of death to the date of payment. We set this interest rate each year. This rate will not be less than the rate required by law.

2.11 Does A Beneficiary Have To Accept The Death Benefit Of This Policy At Your Death?

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

2.12 What Happens If A Beneficiary Who Is Receiving Income Payments Dies?

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

2.13 What Happens If No Beneficiary Survives You?

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

2.14 What Happens If Your Spouse Is The Beneficiary?

If your spouse is the sole primary Beneficiary and you die before the Annuity Commencement Date, this Policy may be continued with your spouse as the new Owner. If you are also the Annuitant, your spouse will become the new Annuitant. If your spouse chooses to continue the Policy, no death benefit proceeds will be paid as a consequence of your death.

SECTION THREE - PREMIUM PAYMENTS

3.1 What Is The Premium Payment?

An amount paid to the Corporation as consideration for the benefits provided by this Policy. The Premium Payment for this Policy is shown on the Policy Data Page. This payment must be made while the Owner and Annuitant are living.

3.2 Can Additional Premium Payments Be Made?

Generally, additional Premium Payments are not allowed for this Policy.

3.3 When Is A Premium Payment Credited To The Policy?

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

SECTION FOUR - INTEREST CREDITING AND ACCUMULATION VALUE

4.1 How Is The Interest Credited To This Policy?

The initial Interest Rate Guarantee Period starts on the Policy Date and ends at the close of the initial Interest Rate Guarantee Period as shown on the Policy Data Page. The initial interest rate will be the rate that we declare in advance and is in effect for the initial Interest Rate Guarantee Period. Each renewal Interest Rate Guarantee Period will be for the duration shown on the Policy Data Page. The renewal interest rate will be the rate we declare in advance and is in effect for the renewal Interest Rate Guarantee Period. Interest is compounded daily at an effective annual yield. We credit interest to this Policy daily. The rate credited will never be less than the guaranteed minimum interest rate shown on the Policy Data Page.

4.2 How Is The Accumulation Value Calculated?

On any day, on or before the Annuity Commencement Date, the Accumulation Value of this Policy is defined as the Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. The instances in which Surrender Charges will be assessed are explained in Section Five. Upon your request, we will inform you of the amount of Accumulation Value in this Policy.

4.3 How Is The Guaranteed Accumulation Value Calculated?

The guaranteed Accumulation Value in this Policy is based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate, as shown on the Policy Data Page. This value will never be less than the Nonforfeiture Value.

SECTION FIVE - WITHDRAWALS, CHARGES, DEDUCTIONS

5.1 Can You Make Partial Withdrawals From This Policy?

Provided this Policy has sufficient Accumulation Value, as shown on the Policy Data Page, you may request a Partial Withdrawal. The minimum amount you may withdraw is also shown on the Policy Data Page. If the amount of the Partial Withdrawal requested, together with any Surrender Charge that may apply, exceeds the Accumulation Value, we will pay you the Accumulation Value less any applicable Surrender Charge. We must receive your written request for a Partial Withdrawal at least thirty (30) days before the Annuity Commencement Date.

5.2 Can You Surrender This Policy?

You may surrender the Policy at any time before the Annuity Commencement Date for the Accumulation Value less any Surrender Charges that may apply. In no event will you receive less than the Guaranteed Cash Surrender Value.

5.3 May We Defer A Partial Withdrawal Or Surrender Payment?

When not prohibited by the laws of the state in which this Policy is issued, we may defer payment of any Partial Withdrawal or surrender payment request for up to six (6) months from the Partial Withdrawal or surrender request date after making a written request and receiving written approval from the insurance commissioner of the state in which this Policy is issued. Interest will be paid on any amount deferred for thirty (30) days or more. If payments are deferred, we will pay interest at the rate specified by the Insurance Department of the state where your Policy was issued, from the time of the Partial Withdrawal or surrender request. This rate will be at least one percent (1.0%) per year.

5.4 Are Surrender Charges Applied To This Policy?

During the Surrender Charge period, as shown under the Surrender Charge schedule on the Policy Data Page, a Surrender Charge may be applied each time a Partial Withdrawal is made, or when the Policy is surrendered for its Accumulation Value. The Surrender Charge, if any, will be a percentage, as shown on the Policy Data Page, of the amount of the Accumulation Value withdrawn or surrendered. The Surrender Charge will apply only if the amount withdrawn or surrendered exceeds the amount described under the Annual Surrender Charge Free Amount(s) section on the Policy Data Page.

5.5 Are Surrender Charges Ever Waived?

Surrender Charges will be waived:

a) when proceeds are paid on the death of the Owner, or of the Annuitant if the Owner is not a natural person; or

b) for any Required Minimum Distribution (RMD), as calculated by us, from the Accumulation Value of this Policy withdrawn under the RMD Automated option. However, if, in addition to any RMD withdrawals, Partial Withdrawals are made from this Policy during a Policy Year, all such withdrawals will be combined and a Surrender Charge will apply to that portion of the withdrawals that exceeds the greater of the calculated RMD amount, and the

amount as explained in Section 5.4 and on the Policy Data Page; or

c) on amounts placed under the Life Income - Guaranteed Period option; or

d) under conditions specified in any riders or endorsements attached to and made a part of this Policy; or

e) upon surrender of the Policy or a Partial Withdrawal as shown in the Return of Premium Benefit section on the Policy Data Page; or

f) if we terminate this Policy as explained in Section 5.7.

5.6 Are State Premium Taxes Deducted From Your Policy?

If we are required by state law to pay state premium taxes for your Policy, the amount of the state premium tax will be deducted from the Accumulation Value of your Policy on the earliest of:

a) the date the Policy is surrendered; or

b) the Annuity Commencement Date, before the Accumulation Value is placed under an Income Payment option; or

c) the date we terminate this Policy in accordance with Section 5.7.

However, the amount of the state premium tax will not be deducted from the Accumulation Value, if the Accumulation Value is paid as a death benefit.

5.7 May The Corporation Terminate This Policy?

It may happen that a requested Partial Withdrawal together with any Surrender Charges would reduce the Accumulation Value to an amount that would provide Income Payments of less than $20 a month on the Annuity Commencement Date. If so, we have the right, subject to any applicable state law or regulation, to terminate this Policy and pay you the Accumulation Value in a single sum.

SECTION SIX - GENERAL PROVISIONS

6.1 What Constitutes The Entire Contract?

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

6.2 How Important Is The Information You Provided For This Policy?

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

6.3 Will We Be Able To Contest This Policy?

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

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

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

6.5 How Is A Person's Age Calculated For The Purpose Of This Policy?

In this Policy when we refer to a person's Age on any date, we mean his or her Age attained at his or her last birthday.

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

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

6.7 May You Assign This Policy?

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

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

6.8 How Do You Assign This Policy?

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

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

An assignee may not change the Owner, the Annuitant, or the Beneficiary. The assignee may not elect an alternate Income Payment option. Any amount payable to the assignee will be paid in a single sum.

6.10 Are The Payments Made Under This Policy Protected Against Creditors?

Except as stated in Section 6.7, payments we make under this Policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditors.

6.11 How Should A Premium Payment For This Policy Be Made?

Any Premium Payment made to us by check or money order must be payable to New York Life Insurance and Annuity Corporation or NYLIAC. Upon request, we will give you a receipt, signed by our Agent, for any premium paid to us.

6.12 Is This Policy Subject To Conformity With Any Law?

This Policy is subject to all laws that apply. Any paid-up annuity, cash surrender or death benefits available under this Policy are not less than the minimum benefits required by any regulation or statute of the state in which this Policy is issued.

6.13 Are Dividends Payable Under This Policy?

This is a non-participating Policy. Therefore, no dividends are payable.

New York Life Insurance and Annuity Corporation

A Wholly-Owned Delaware Subsidiary of New York Life Insurance Company

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

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

Individual Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

[Annuitant - - John Doe**]**
[Policy Number - - 00 000 000**]**
[Policy Date - - April 1, 2011**]**

New York Life Insurance and Annuity Corporation

(A Delaware Corporation)

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

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

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

ANNUITY BENEFIT On the Annuity Commencement Date, the Accumulation Value will be applied to provide periodic Income Payments, as stated in the Annuity Benefit section.

DEATH BENEFIT If you die before the Annuity Commencement Date, we will pay death benefit proceeds to the Beneficiary upon our receipt of Proof of Death and all claim information.

SURRENDER CHARGES may be waived as described in this Policy.

Upon surrender, the amount received may be less than the Premium Payment. See Return of Premium Benefit section on the Policy Data Page for details.

RIGHT TO RETURN POLICY Please examine this Policy. Within 10 days (or longer if required by state law) after delivery, you can return it to the Corporation or to the agent through whom it was purchased, with a written request for a full refund of the premium. Upon receipt of this request, the Policy will be void from the start, and a full premium refund will be made.

REPORT TO OWNER At least once each Policy Year, New York Life Insurance and Annuity Corporation will provide a report in connection with this Policy. The report will tell you how much Accumulation Value there is as of the end of the reporting period. It will also give the Owner any other facts required by state law or regulations.

The Issue Date is shown on the Policy Data Page.

If you have questions or concerns about your Policy, please contact us at www.newyorklife.com or call us at [1-800-762-6212].

President

Secretary

[New York Life Secure Term Choice Fixed Annuity II]

Individual Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

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

New York Life Insurance and Annuity Corporation

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

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

POLICY DATA PAGE

Annuitant	--	[John Doe]	AGE: [35]	[MALE]
Policy Number	--	[00 000 000]		
Policy Date	--	[April 1, 2011]		
Owner	--	[John Doe]		
Plan	--	[Non-Qualified]		

Premium Payment:	$[5,000.00]
Initial Interest Rate Guarantee Period Ending On:	[March 31, 2016]
Renewal Interest Rate Guarantee Period:	[Annually]
Initial Interest Rate:	[2.0%] (Effective annual yield)
Guaranteed Minimum Interest Rate:	[1.0%] (Effective annual yield)
Nonforfeiture Rate:	[1.0%]

ANNUITY COMMENCEMENT DATE: [April 1, 2066]

SURRENDER CHARGES:

a) **SURRENDER CHARGE SCHEDULE**

POLICY YEAR	PERCENTAGE	POLICY YEAR	PERCENTAGE
[1	7%	4	6%
2	7%	5	5%
3	7%	6	0%]

b) **ANNUAL SURRENDER CHARGE FREE AMOUNT(S)**

Surrender Charges Are Applied as Follows:

If the Premium Payment is less than [$100,000], the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greater of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year ([ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year), less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges.

If the Premium Payment is [$100,000] or more, the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greatest of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year ([ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year), less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or C) that portion of the Accumulation Value that exceeds the Premium Payment made to this Policy.

[Return of Premium Benefit Effective Date: [April 1, 2013] **]**

RETURN OF PREMIUM BENEFIT[*]

[The Return of Premium Benefit provides that all or a portion of the Premium Payment may be refunded to you, subject to the conditions described below:

a) Prior to the Return of Premium Benefit Effective Date, Surrender Charges, if applicable, will be applied as described in Section 5.4 of this Policy. Upon surrender, the amount received may be less than the Premium Payment.

b) As of the Return of Premium Benefit Effective Date, this benefit will equal the Premium Payment, less any prior Partial Withdrawals, less any Surrender Charges that may have been assessed on those prior Partial Withdrawals.

   The maximum Surrender Charge on a Partial Withdrawal or a full surrender taken on or after the Return of Premium Benefit Effective Date will never exceed the total interest credited to the Policy.

   Surrender Charges may also be waived as described in Section 5.5 of this Policy.

Return of Premium Benefit Calculation Example

Using the Policy Value Assumptions below, the Return of Premium Benefit amount is determined as follows:

Policy Value Assumptions Summary:
Policy Date: January 1, 2012
Return of Premium Benefit Effective Date: January 1, 2014
$10,000 = Premium Payment
$3,000 = Total Partial Withdrawals prior to 2nd Policy Anniversary
$139.30 = Surrender Charge on Partial Withdrawals prior to 2nd Policy Anniversary

Return of Premium Benefit calculation as of January 1, 2014
$10,000 – [$3,000 + $139.30] = $6,860.70

Any Partial Withdrawal taken on or after the Return of Premium Benefit Effective Date reduces the remaining Return of Premium Benefit by the amount of the Partial Withdrawal (See End-of-Year calculations under 2nd Policy Anniversary).[**]

Policy Value Assumptions for Return of Premium Benefit Calculation Example Above (All assumptions are for illustration purposes only)

The Policy Values below assume that the Return of Premium Benefit Effective Date begins on the 2nd Policy Anniversary (two years after the Policy Date). Your Policy may have a different Return of Premium Benefit Effective Date than the date shown in this example.

Partial Withdrawals displayed occur on the Policy Anniversary (first day of the Policy Year). Surrenders occur on the last day of the Policy Year.

Policy Date: January 1, 2012
Premium Payment: $10,000
Return of Premium Effective Date: January 1, 2014
Current Interest Rate Credited: 1.0%
Surrender Charge Schedule: 7%, 7%, 7%, 6%, 5%, 4%, 3%
Surrender Charge-Free Percentage Each Policy Year: See Surrender Charge section of the Policy Data Page

January 1, 2012 (Policy Date)
Premium: $10,000
Return of Premium Benefit: N/A
Partial Withdrawal: None
Interest Credited in Policy Year: $100

End-of-Year Accumulation Value: $10,100
Surrender Charge for End-of-Year Surrender: $636.30
End-of-Year Surrender Value: $9,463.70 ($10,100 – $636.30)

January 1, 2013 (1st Policy Anniversary)
Starting Accumulation Value: $10,100
Return of Premium Benefit: N/A
Partial Withdrawal: $3,000
Surrender Charge on Partial Withdrawal: $139.30
Interest Credited in Policy Year: $69.61

End-of-Year Accumulation Value: $7,030.31
Surrender Charge for End-of-Year Surrender: $492.12
End-of-Year Surrender Value: $6,538.19 ($7,030.31 – $492.12)

January 1, 2014 (2nd Policy Anniversary) **(Return of Premium Benefit Effective Date)**
Starting Accumulation Value: $7,030.01
Return of Premium Benefit: $6,860.70 (See Return of Premium Benefit Calculation Above)
Partial Withdrawal: $5,000
Surrender Charge on Partial Withdrawal: $169.61 (limited to interest credited from Policy Date until day of withdrawal)
Interest Credited in Policy Year: $18.60

End-of-Year Accumulation Value: $1,879.30
Surrender Charge for End-of-Year Surrender: $131.51
Surrender Charge limit: $18.60 (interest credited)
Amount Paid Upon End-of-Year Surrender: $1,860.70 ($1,879.30 – $18.60)
[**] Return of Premium Benefit: $1,860.70 ($6,860.70 – $5,000) = Return of Premium Benefit – Partial Withdrawal**]**

[The Return of Premium Benefit provides that the Premium Payment is guaranteed to be refunded to you. Upon surrender of the Policy or on Partial Withdrawals, Surrender Charges, if any, will be waived to the extent that the amount of the Surrender Charge exceeds the interest credited to the Policy.

Surrender Charges may also be waived as described in Section 5.5 of this Policy.**]**

[[*]If this Policy is issued as a TSA/403(b) plan, the Return of Premium Benefit may be further reduced by an unpaid loan amount at the time of surrender.]

POLICY DATA PAGE
(Page 2 Cont'd.)

MINIMUMS

Minimum Partial Withdrawal Amount: $100.00

Minimum Accumulation Value that must be maintained in the Policy after a Partial Withdrawal: $2,000.00

ENHANCED DEATH BENEFIT:

Maximum Enhanced Death Benefit Rate:	100% of Adjusted Premium Payment
Guaranteed Enhanced Death Benefit Rate:	40% of Adjusted Accumulation Value

ISSUE DATE: [April 2, 2011]

We & You

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

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

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RIDERS AND ENDORSEMENTS (if any) ..... Attached to the Policy

DEFINITIONS

These terms are capitalized when used throughout this Policy.

ACCUMULATION VALUE: The Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. This value will never be less than the Nonforfeiture Value.

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

ANNUITANT: The individual whose life will determine the Income Payments.

ANNUITY COMMENCEMENT DATE: The date on which Income Payments under this Policy are scheduled to begin. This date may not be earlier than the first Policy Anniversary.

BENEFICIARY: The person(s) or entity(ies) having the right to receive the death benefit as set forth in this Policy and who is the "designated Beneficiary" for purposes of Section 72 of the Internal Revenue Code.

GUARANTEED CASH SURRENDER VALUE: Prior to the Return of Premium Benefit Effective Date**,** the Guaranteed Cash Surrender Value is equal to the greater of:

a) the Accumulation Value, based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate as shown on the Policy Data Page, less any Surrender Charges that may apply; or
b) the Nonforfeiture Value.

After the Return of Premium Benefit Effective Date**,** the Guaranteed Cash Surrender Value is equal to the greatest of:

a) or b) above; or
c) the Return of Premium Benefit described on the Policy Data Page.

INCOME PAYMENTS: Periodic payments NYLIAC makes to the Payee, on or after the Annuity Commencement Date.

INTEREST RATE GUARANTEE PERIOD: The period during which the declared interest rate is guaranteed not to change.

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

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

NONFORFEITURE RATE: The Nonforfeiture Rate, as shown on the Policy Data Page, is equal to the lesser of:

a) 3.00%; and
b) a rate that is not less than 1.00% and determined by using the six-month average of the five-year Constant Maturity Treasury Rate reported by the Federal Reserve for December through May (for period beginning July 1) and June through November (for period beginning January 1), rounded to the nearest .05%, minus 1.25%.

NONFORFEITURE VALUE: The Nonforfeiture Value is equal to 87.50% of the Premium Payment accumulated at the Nonforfeiture Rate since the Policy Date, minus any amounts withdrawn, accumulated at the Nonforfeiture Rate since the date of withdrawal.

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

OWNER: ("you, your") The person(s) or entity(ies) designated as the Owner of this Policy or as subsequently changed, and upon whose death prior to the Annuity Commencement Date benefits under the Policy may be paid. If NYLIAC issues a jointly owned Policy, ownership rights and privileges under this Policy must be exercised jointly and death benefits payable under this Policy before the Annuity Commencement Date will be paid upon the death of any joint Owner.

PARTIAL WITHDRAWAL: Any part of the Accumulation Value paid to you, at your request, in accordance with the terms of this Policy.

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

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

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

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

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

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

PREMIUM PAYMENT: The amount paid to the Corporation as consideration for the benefits provided by this Policy.

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

QUALIFIED PLAN: A retirement plan under the Internal Revenue Code of 1986, as amended, including Sections 401(a), 403(b), 408, 408(A) and 457(b).

REQUIRED MINIMUM DISTRIBUTION (RMD) AUTOMATED OPTION: The calculation and automatic processing of the Required Minimum Distribution (RMD) under certain Qualified Plans pursuant to IRC Section 401(a)(9) on a scheduled interval (monthly, quarterly, semi-annually, or annually). RMD is the minimum amount that the IRS requires the owners of certain Qualified Plans to withdraw each year generally beginning no later than April 1 of the calendar year following the calendar year in which the Owner attains age 70½.

SURRENDER CHARGE: An amount charged by the Corporation during the Surrender Charge period as shown under the Surrender Charge schedule on the Policy Data Page, and occurring when a Partial Withdrawal of the Accumulation Value is made or when the Policy is surrendered for its Accumulation Value.

SECTION ONE - ANNUITY BENEFIT

1.1 When Will Income Payments Begin?

Income Payments are scheduled to begin on the Annuity Commencement Date shown on the Policy Data Page or as changed in accordance with Section 1.2, provided this Policy is in force on that date. Income Payments will be made to the Payee each month. However, once Income Payments begin, the Income Payment option may not be changed. If the Accumulation Value of this Policy is an amount that would provide Income Payments of less than $20 a month on the Annuity Commencement Date, we will pay you the Accumulation Value in a single sum.

1.2 May The Annuity Commencement Date Be Changed?

If we agree, the Annuity Commencement Date shown on the Policy Data Page may be changed to an earlier date not before the first Policy Anniversary or deferred to a later date. If you wish to change the date, you must notify us in writing at least one month before the Annuity Commencement Date. The Annuitant's Age on the Annuity Commencement Date may not be greater than the Age as required by the laws of the state in which this Policy was issued.

1.3 How Are Income Payment Amounts Determined?

We will determine the amount of each monthly Income Payment on the Annuity Commencement Date. We do this by applying the total Accumulation Value of the Policy, less any state premium tax that may be payable as provided in Section 5.6, to the Income Payment rate in effect on the Annuity Commencement Date. Income Payment rates are based on the adjusted Age and sex of the Annuitant. To find the adjusted Age in the year the first payment is due, we first set the Annuitant's Age to be the lesser of Age 100 or their Age at the time of the first payment, and then adjust it according to the following table:

2011-2019	2020-2028	2029-2038	2039&later
0	-1	-2	-3

The amount of each monthly Income Payment will not be less than an amount based on the corresponding rate shown in the Life Income – Guaranteed Period Payment Table. These minimum amounts are ten-year certain and life amounts based on the Annuity 2000 Mortality Table with Projection Scale G applied for fifteen years static and generationally thereafter, and with interest compounded each year at one percent (1.0%).

When asked, we will state in writing what the minimum amount of each monthly Income Payment would be under this provision.

LIFE INCOME-GUARANTEED PERIOD PAYMENT TABLE

Minimum Monthly Payment Guaranteed for 10 years per $1,000 of Proceeds

Adjusted Age	Male	Female	Adjusted Age	Male	Female
60	$3.39	$3.08	81	$6.65	$6.28
61	3.49	3.16	82	6.84	6.51
62	3.59	3.25	83	7.03	6.72
63	3.70	3.35	84	7.21	6.94
64	3.81	3.45	85	7.39	7.15
65	3.94	3.55	86	7.56	7.35
66	4.06	3.67	87	7.73	7.54
67	4.20	3.79	88	7.88	7.72
68	4.34	3.91	89	8.02	7.89
69	4.49	4.05	90	8.16	8.04
70	4.64	4.19	91	8.28	8.18
71	4.80	4.34	92	8.38	8.30
72	4.96	4.50	93	8.47	8.41
73	5.13	4.67	94	8.54	8.50
74	5.31	4.85	95	8.60	8.57
75	5.49	5.03	96	8.65	8.62
76	5.67	5.22	97	8.69	8.67
77	5.86	5.43	98	8.71	8.70
78	6.06	5.63	99	8.73	8.72
79	6.25	5.85	100	8.74	8.74
80	6.45	6.06			

1.4 How Are Income Payments Made?

We may require proof of the Annuitant's birth date before Income Payments begin. Under the Life Income-Guaranteed Period option, we will make equal payments to the Payee each month during the lifetime of the Annuitant. Income Payments do not change and are guaranteed for a period of 10 years (120 monthly payments) even if the Annuitant dies sooner. We may require proof of the Annuitant's survival as a condition for Income Payments beyond the guaranteed period.

1.5 Are There Other Methods Of Income Payments?

If we agree, you may elect, on or before the Annuity Commencement Date, to have the Accumulation Value placed under some other Income Payment option.

SECTION TWO - OWNER, ANNUITANT, BENEFICIARY

2.1 What Are The Rights Of Ownership?

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

2.2 May The Owner Be Different From The Annuitant?

The Owner of this Policy may be different from the Annuitant, but unless it is indicated on the Policy Data Page or ownership is subsequently changed, you are the Annuitant and the Owner of this Policy. However, the Annuitant and Owner must generally be the same individual for Policies issued in connection with Qualified Plans.

2.3 How Do You Change The Owner Of This Policy?

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

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

2.4 May More Than One Beneficiary Be Named?

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

2.5 How Do You Change A Beneficiary Of This Policy?

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

2.6 What Happens If The Annuitant Dies Before The Annuity Commencement Date?

If the Annuitant is not the Owner and the Annuitant dies before the Annuity Commencement Date, when we receive Proof of Death, you will become the Annuitant of this Policy. If this Policy is jointly owned, the first Owner named will become the Annuitant. If the Owner is a grantor trust for federal income tax purposes and the grantor(s) is a natural person, the Policy will be treated as owned by a natural person and the first named living grantor will become the new Annuitant.

If the Owner is not a natural person, upon the death of the Annuitant, the Policy will end and we will pay the death benefit to the Beneficiary(ies) as provided in Section 2.11. The death benefit is an amount equal to the Accumulation Value of this Policy as of the date of the Annuitant's or grantor's death, as applicable. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11.

2.7 What Happens If The Annuitant Dies After The Annuity Commencement Date?

If the Annuitant dies after the Annuity Commencement Date, but before the end of the guaranteed period of the Income Payments, we will then make the Income Payments to the Beneficiary for the remainder of the Income Payment period, even if the Payee is alive. If the Annuitant dies after the end of the guaranteed period of the Income Payments, no amount will be payable to the Payee or any Beneficiary.

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

If you die before the Annuity Commencement Date, the Policy will end. When we receive Proof of Death, we will pay the Beneficiary(ies) the death benefit, which is an amount equal to the Accumulation Value of this Policy as of the date of death. If this Policy is jointly owned, this provision will apply at the death of either Owner. If the Owner is a grantor trust and a grantor is a natural person, upon the death of a

grantor, the Policy will end and we will pay the death benefit. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11. However, if your surviving spouse is the sole primary Beneficiary, your spouse may elect, in writing, to continue the Policy as the new Owner, as provided in Section 2.14, subject to certain Qualified Plan limitations. If the Owner is not a natural person or is a grantor trust, see Section 2.6.

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

Unless you provide otherwise, if you die after the Annuity Commencement Date and before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period. If this Policy is jointly owned, the surviving Owner will become the sole Owner, and Income Payments will be made to the surviving Owner for the remainder of the Income Payment period. If the surviving Owner dies before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period.

2.10 When Will We Process A Request For Payment Of The Death Benefit?

Claim information must be submitted for each Beneficiary. Upon receiving Proof of Death and all claim information from a Beneficiary, we will pay to that Beneficiary his/her share of any amount of the death benefit. These proceeds bear interest computed daily from the date of death to the date of payment. We set this interest rate each year. This rate will not be less than the rate required by law.

2.11 Does A Beneficiary Have To Accept The Death Benefit Of This Policy At Your Death?

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

2.12 What Happens If A Beneficiary Who Is Receiving Income Payments Dies?

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

2.13 What Happens If No Beneficiary Survives You?

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

2.14 What Happens If Your Spouse Is The Beneficiary?

If your spouse is the sole primary Beneficiary and you die before the Annuity Commencement Date, this Policy may be continued with your spouse as the new Owner. If you are also the Annuitant, your spouse will become the new Annuitant. If your spouse chooses to continue the Policy, no death benefit proceeds will be paid as a consequence of your death.

SECTION THREE - PREMIUM PAYMENTS

3.1 What Is The Premium Payment?

An amount paid to the Corporation as consideration for the benefits provided by this Policy. The Premium Payment for this Policy is shown on the Policy Data Page. This payment must be made while the Owner and Annuitant are living.

3.2 Can Additional Premium Payments Be Made?

Generally, additional Premium Payments are not allowed for this Policy.

3.3 When Is A Premium Payment Credited To The Policy?

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

SECTION FOUR - INTEREST CREDITING AND ACCUMULATION VALUE

4.1 How Is The Interest Credited To This Policy?

The initial Interest Rate Guarantee Period starts on the Policy Date and ends at the close of the initial Interest Rate Guarantee Period as shown on the Policy Data Page. The initial interest rate will be the rate that we declare in advance and is in effect for the initial Interest Rate Guarantee Period. Each renewal Interest Rate Guarantee Period will be for the duration shown on the Policy Data Page. The renewal interest rate will be the rate we declare in advance and is in effect for the renewal Interest Rate Guarantee Period. Interest is compounded daily at an effective annual yield. We credit interest to this Policy daily. The rate credited will never be less than the guaranteed minimum interest rate shown on the Policy Data Page.

4.2 How Is The Accumulation Value Calculated?

On any day, on or before the Annuity Commencement Date, the Accumulation Value of this Policy is defined as the Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. The instances in which Surrender Charges will be assessed are explained in Section Five. Upon your request, we will inform you of the amount of Accumulation Value in this Policy.

4.3 How Is The Guaranteed Accumulation Value Calculated?

The guaranteed Accumulation Value in this Policy is based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate, as shown on the Policy Data Page. This value will never be less than the Nonforfeiture Value.

SECTION FIVE - WITHDRAWALS, CHARGES, DEDUCTIONS

5.1 Can You Make Partial Withdrawals From This Policy?

Provided this Policy has sufficient Accumulation Value, as shown on the Policy Data Page, you may request a Partial Withdrawal. The minimum amount you may withdraw is also shown on the Policy Data Page. If the amount of the Partial Withdrawal requested, together with any Surrender Charge that may apply, exceeds the Accumulation Value, we will pay you the Accumulation Value less any applicable Surrender Charge. We must receive your written request for a Partial Withdrawal at least thirty (30) days before the Annuity Commencement Date.

5.2 Can You Surrender This Policy?

You may surrender the Policy at any time before the Annuity Commencement Date for the Accumulation Value less any Surrender Charges that may apply. In no event will you receive less than the Guaranteed Cash Surrender Value.

5.3 May We Defer A Partial Withdrawal Or Surrender Payment?

When not prohibited by the laws of the state in which this Policy is issued, we may defer payment of any Partial Withdrawal or surrender payment request for up to six (6) months from the Partial Withdrawal or surrender request date after making a written request and receiving written approval from the insurance commissioner of the state in which this Policy is issued. Interest will be paid on any amount deferred for thirty (30) days or more. If payments are deferred, we will pay interest at the rate specified by the Insurance Department of the state where your Policy was issued, from the time of the Partial Withdrawal or surrender request. This rate will be at least one percent (1.0%) per year.

5.4 Are Surrender Charges Applied To This Policy?

During the Surrender Charge period, as shown under the Surrender Charge schedule on the Policy Data Page, a Surrender Charge may be applied each time a Partial Withdrawal is made, or when the Policy is surrendered for its Accumulation Value. The Surrender Charge, if any, will be a percentage, as shown on the Policy Data Page, of the amount of the Accumulation Value withdrawn or surrendered. The Surrender Charge will apply only if the amount withdrawn or surrendered exceeds the amount described under the Annual Surrender Charge Free Amount(s) section on the Policy Data Page.

5.5 Are Surrender Charges Ever Waived?

Surrender Charges will be waived:

a) when proceeds are paid on the death of the Owner, or of the Annuitant if the Owner is not a natural person; or

b) for any Required Minimum Distribution (RMD), as calculated by us, from the Accumulation Value of this Policy withdrawn under the RMD Automated option. However, if, in addition to any RMD withdrawals, Partial Withdrawals are made from this Policy during a Policy Year, all such withdrawals will be combined and a Surrender Charge will apply to that portion of the withdrawals that exceeds the greater of the calculated RMD amount, and the

amount as explained in Section 5.4 and on the Policy Data Page; or

c) on amounts placed under the Life Income - Guaranteed Period option; or

d) under conditions specified in any riders or endorsements attached to and made a part of this Policy; or

e) upon surrender of the Policy or a Partial Withdrawal as shown in the Return of Premium Benefit section on the Policy Data Page; or

f) if we terminate this Policy as explained in Section 5.7.

5.6 Are State Premium Taxes Deducted From Your Policy?

If we are required by state law to pay state premium taxes for your Policy, the amount of the state premium tax will be deducted from the Accumulation Value of your Policy on the earliest of:

a) the date the Policy is surrendered; or

b) the Annuity Commencement Date, before the Accumulation Value is placed under an Income Payment option; or

c) the date we terminate this Policy in accordance with Section 5.7.

However, the amount of the state premium tax will not be deducted from the Accumulation Value, if the Accumulation Value is paid as a death benefit.

5.7 May The Corporation Terminate This Policy?

It may happen that a requested Partial Withdrawal together with any Surrender Charges would reduce the Accumulation Value to an amount that would provide Income Payments of less than $20 a month on the Annuity Commencement Date. If so, we have the right, subject to any applicable state law or regulation, to terminate this Policy and pay you the Accumulation Value in a single sum.

SECTION SIX - GENERAL PROVISIONS

6.1 What Constitutes The Entire Contract?

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

6.2 How Important Is The Information You Provided For This Policy?

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

6.3 Will We Be Able To Contest This Policy?

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

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

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

6.5 How Is A Person's Age Calculated For The Purpose Of This Policy?

In this Policy when we refer to a person's Age on any date, we mean his or her Age attained at his or her last birthday.

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

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

6.7 May You Assign This Policy?

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

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

6.8 How Do You Assign This Policy?

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

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

An assignee may not change the Owner, the Annuitant, or the Beneficiary. The assignee may not elect an alternate Income Payment option. Any amount payable to the assignee will be paid in a single sum.

6.10 Are The Payments Made Under This Policy Protected Against Creditors?

Except as stated in Section 6.7, payments we make under this Policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditors.

6.11 How Should A Premium Payment For This Policy Be Made?

Any Premium Payment made to us by check or money order must be payable to New York Life Insurance and Annuity Corporation or NYLIAC. Upon request, we will give you a receipt, signed by our Agent, for any premium paid to us.

6.12 Is This Policy Subject To Conformity With Any Law?

This Policy is subject to all laws that apply. Any paid-up annuity, cash surrender or death benefits available under this Policy are not less than the minimum benefits required by any regulation or statute of the state in which this Policy is issued.

6.13 Are Dividends Payable Under This Policy?

This is a non-participating Policy. Therefore, no dividends are payable.

New York Life Insurance and Annuity Corporation

A Wholly-Owned Delaware Subsidiary of New York Life Insurance Company

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

Executive Office – [51 Madison Avenue
New York, NY10010]

Individual Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

[Annuitant - - John Doe**]**
[Policy Number - - 00 000 000**]**
[Policy Date - - April 1, 2011**]**

New York Life Insurance and Annuity Corporation

(A Delaware Corporation)

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

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

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

ANNUITY BENEFIT On the Annuity Commencement Date, the Accumulation Value will be applied to provide periodic Income Payments, as stated in the Annuity Benefit section.

DEATH BENEFIT If you die before the Annuity Commencement Date, we will pay death benefit proceeds to the Beneficiary upon our receipt of Proof of Death and all claim information.

SURRENDER CHARGES may be waived as described in this Policy.

Upon surrender, the amount received may be less than the Premium Payment. See Return of Premium Benefit section on the Policy Data Page for details.

RIGHT TO RETURN POLICY Please examine this Policy. Within 10 days (or longer if required by state law) after delivery, you can return it to the Corporation or to the agent through whom it was purchased, with a written request for a full refund of the premium. Upon receipt of this request, the Policy will be void from the start, and a full premium refund will be made.

REPORT TO OWNER At least once each Policy Year, New York Life Insurance and Annuity Corporation will provide a report in connection with this Policy. The report will tell you how much Accumulation Value there is as of the end of the reporting period. It will also give the Owner any other facts required by state law or regulations.

The Issue Date is shown on the Policy Data Page.

If you have questions or concerns about your Policy, please contact us at www.newyorklife.com or call us at [1-800-762-6212].

President

Secretary

[New York Life Secure Term Choice Fixed Annuity III]

Individual Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

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

New York Life Insurance and Annuity Corporation

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

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

POLICY DATA PAGE

Annuitant	--	[John Doe]	AGE: [35]	[MALE]
Policy Number	--	[00 000 000]		
Policy Date	--	[April 1, 2011]		
Owner	--	[John Doe]		
Plan	--	[Non-Qualified]		

Premium Payment:	$[5,000.00]
Initial Interest Rate Guarantee Period Ending On:	[March 31, 2016]
Renewal Interest Rate Guarantee Period:	[Annually]
Initial Interest Rate:	[2.0%] (Effective annual yield)
Guaranteed Minimum Interest Rate:	[1.0%] (Effective annual yield)
Nonforfeiture Rate:	[1.0%]

ANNUITY COMMENCEMENT DATE: [April 1, 2071]

SURRENDER CHARGES:

a) **SURRENDER CHARGE SCHEDULE**

POLICY YEAR	PERCENTAGE	POLICY YEAR	PERCENTAGE
[1	7%	4	6%
2	7%	5	5%
3	7%	6	0%]

b) **ANNUAL SURRENDER CHARGE FREE AMOUNT(S)**

Surrender Charges Are Applied as Follows:

If the Premium Payment is less than [$100,000], the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greater of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year ([ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year), less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges.

If the Premium Payment is [$100,000] or more, the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greatest of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year ([ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year), less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or C) that portion of the Accumulation Value that exceeds the Premium Payment made to this Policy.

[Return of Premium Benefit Effective Date: [April 1, 2013] **]**

RETURN OF PREMIUM BENEFIT[*]

[The Return of Premium Benefit provides that all or a portion of the Premium Payment may be refunded to you, subject to the conditions described below:

a) Prior to the Return of Premium Benefit Effective Date, Surrender Charges, if applicable, will be applied as described in Section 5.4 of this Policy. Upon surrender, the amount received may be less than the Premium Payment.

b) As of the Return of Premium Benefit Effective Date, this benefit will equal the Premium Payment, less any prior Partial Withdrawals, less any Surrender Charges that may have been assessed on those prior Partial Withdrawals.

   The maximum Surrender Charge on a Partial Withdrawal or a full surrender taken on or after the Return of Premium Benefit Effective Date will never exceed the total interest credited to the Policy.

   Surrender Charges may also be waived as described in Section 5.5 of this Policy.

Return of Premium Benefit Calculation Example

Using the Policy Value Assumptions below, the Return of Premium Benefit amount is determined as follows:

Policy Value Assumptions Summary:
Policy Date: January 1, 2012
Return of Premium Benefit Effective Date: January 1, 2014
$10,000 = Premium Payment
$3,000 = Total Partial Withdrawals prior to 2nd Policy Anniversary
$139.30 = Surrender Charge on Partial Withdrawals prior to 2nd Policy Anniversary

Return of Premium Benefit calculation as of January 1, 2014
$10,000 – [$3,000 + $139.30] = $6,860.70

Any Partial Withdrawal taken on or after the Return of Premium Benefit Effective Date reduces the remaining Return of Premium Benefit by the amount of the Partial Withdrawal (See End-of-Year calculations under 2nd Policy Anniversary).[**]

Policy Value Assumptions for Return of Premium Benefit Calculation Example Above (All assumptions are for illustration purposes only)

The Policy Values below assume that the Return of Premium Benefit Effective Date begins on the 2nd Policy Anniversary (two years after the Policy Date). Your Policy may have a different Return of Premium Benefit Effective Date than the date shown in this example.

Partial Withdrawals displayed occur on the Policy Anniversary (first day of the Policy Year). Surrenders occur on the last day of the Policy Year.

POLICY DATA PAGE
(Page 2 Cont'd.)

Policy Date: January 1, 2012
Premium Payment: $10,000
Return of Premium Effective Date: January 1, 2014
Current Interest Rate Credited: 1.0%
Surrender Charge Schedule: 7%, 7%, 7%, 6%, 5%, 4%, 3%
Surrender Charge-Free Percentage Each Policy Year: See Surrender Charge section of the Policy Data Page

January 1, 2012 (Policy Date)
Premium: $10,000
Return of Premium Benefit: N/A
Partial Withdrawal: None
Interest Credited in Policy Year: $100

End-of-Year Accumulation Value: $10,100
Surrender Charge for End-of-Year Surrender: $636.30
End-of-Year Surrender Value: $9,463.70 ($10,100 – $636.30)

January 1, 2013 (1st Policy Anniversary)
Starting Accumulation Value: $10,100
Return of Premium Benefit: N/A
Partial Withdrawal: $3,000
Surrender Charge on Partial Withdrawal: $139.30
Interest Credited in Policy Year: $69.61

End-of-Year Accumulation Value: $7,030.31
Surrender Charge for End-of-Year Surrender: $492.12
End-of-Year Surrender Value: $6,538.19 ($7,030.31 – $492.12)

January 1, 2014 (2nd Policy Anniversary) **(Return of Premium Benefit Effective Date)**
Starting Accumulation Value: $7,030.01
Return of Premium Benefit: $6,860.70 (See Return of Premium Benefit Calculation Above)
Partial Withdrawal: $5,000
Surrender Charge on Partial Withdrawal: $169.61 (limited to interest credited from Policy Date until day of withdrawal)
Interest Credited in Policy Year: $18.60

End-of-Year Accumulation Value: $1,879.30
Surrender Charge for End-of-Year Surrender: $131.51
Surrender Charge limit: $18.60 (interest credited)
Amount Paid Upon End-of-Year Surrender: $1,860.70 ($1,879.30 – $18.60)
[**}Return of Premium Benefit: $1,860.70 ($6,860.70 – $5,000) = Return of Premium Benefit – Partial Withdrawal**]**

[The Return of Premium Benefit provides that the Premium Payment is guaranteed to be refunded to you. Upon surrender of the Policy or on Partial Withdrawals, Surrender Charges, if any, will be waived to the extent that the amount of the Surrender Charge exceeds the interest credited to the Policy.

Surrender Charges may also be waived as described in Section 5.5 of this Policy.**]**

[[*]If this Policy is issued as a TSA/403(b) plan, the Return of Premium Benefit may be further reduced by an unpaid loan amount at the time of surrender.]

MINIMUMS

Minimum Partial Withdrawal Amount: $100.00

Minimum Accumulation Value that must be maintained in the Policy after a Partial Withdrawal: $2,000.00

ENHANCED DEATH BENEFIT:

Maximum Enhanced Death Benefit Rate:	100% of Adjusted Premium Payment
Guaranteed Enhanced Death Benefit Rate:	40% of Adjusted Accumulation Value

ISSUE DATE: [April 2, 2011]

We & You

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

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

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DEFINITIONS

These terms are capitalized when used throughout this Policy.

ACCUMULATION VALUE: The Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. This value will never be less than the Nonforfeiture Value.

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

ANNUITANT: The individual whose life will determine the Income Payments.

ANNUITY COMMENCEMENT DATE: The date on which Income Payments under this Policy are scheduled to begin. This date may not be earlier than the first Policy Anniversary or later than the ~~date on which the Annuitant becomes Age 95~~Policy Anniversary following the date on which the Annuitant becomes Age 95.

BENEFICIARY: The person(s) or entity(ies) having the right to receive the death benefit as set forth in this Policy and who is the "designated Beneficiary" for purposes of Section 72 of the Internal Revenue Code.

GUARANTEED CASH SURRENDER VALUE: Prior to the Return of Premium Benefit Effective Date**,** the Guaranteed Cash Surrender Value is equal to the greater of:

a) the Accumulation Value, based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate as shown on the Policy Data Page, less any Surrender Charges that may apply; or
b) the Nonforfeiture Value.

After the Return of Premium Benefit Effective Date**,** the Guaranteed Cash Surrender Value is equal to the greatest of:

a) or b) above; or
c) the Return of Premium Benefit described on the Policy Data Page.

INCOME PAYMENTS: Periodic payments NYLIAC makes to the Payee, on or after the Annuity Commencement Date.

INTEREST RATE GUARANTEE PERIOD: The period during which the declared interest rate is guaranteed not to change.

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

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

NONFORFEITURE RATE: The Nonforfeiture Rate, as shown on the Policy Data Page, is equal to the lesser of:

a) 3.00%; and
b) a rate that is not less than 1.00% and determined by using the six-month average of the five-year Constant Maturity Treasury Rate reported by the Federal Reserve for December through May (for period beginning July 1) and June through November (for period beginning January 1), rounded to the nearest .05%, minus 1.25%.

NONFORFEITURE VALUE: The Nonforfeiture Value is equal to 87.50% of the Premium Payment accumulated at the Nonforfeiture Rate since the Policy Date, minus any amounts withdrawn, accumulated at the Nonforfeiture Rate since the date of withdrawal.

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

OWNER: ("you, your") The person(s) or entity(ies) designated as the Owner of this Policy or as subsequently changed, and upon whose death prior to the Annuity Commencement Date benefits under the Policy may be paid. If NYLIAC issues a jointly owned Policy, ownership rights and privileges under this Policy must be exercised jointly and death benefits payable under this Policy before the Annuity Commencement Date will be paid upon the death of any joint Owner.

PARTIAL WITHDRAWAL: Any part of the Accumulation Value paid to you, at your request, in accordance with the terms of this Policy.

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

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

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

POLICY DATA PAGE: Page 2 of the Policy, containing the Policy specifications.
POLICY DATE: The date the Policy is executed and from which Policy Years, Policy months and Policy Anniversaries are measured. It is shown on the Policy Data Page.

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

PREMIUM PAYMENT: The amount paid to the Corporation as consideration for the benefits provided by this Policy.

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

QUALIFIED PLAN: A retirement plan under the Internal Revenue Code of 1986, as amended, including Sections 401(a), 403(b), 408, 408(A) and 457(b).

REQUIRED MINIMUM DISTRIBUTION (RMD) AUTOMATED OPTION: The calculation and automatic processing of the Required Minimum Distribution (RMD) under certain Qualified Plans pursuant to IRC Section 401(a)(9) on a scheduled interval (monthly, quarterly, semi-annually, or annually). RMD is the minimum amount that the IRS requires the owners of certain Qualified Plans to withdraw each year generally beginning no later than April 1 of the calendar year following the calendar year in which the Owner attains age 70½.

SURRENDER CHARGE: An amount charged by the Corporation during the Surrender Charge period as shown under the Surrender Charge schedule on the Policy Data Page, and occurring when a Partial Withdrawal of the Accumulation Value is made or when the Policy is surrendered for its Accumulation Value.

SECTION ONE - ANNUITY BENEFIT

1.1 When Will Income Payments Begin?

Income Payments are scheduled to begin on the Annuity Commencement Date shown on the Policy Data Page or as changed in accordance with Section 1.2, provided this Policy is in force on that date. Income Payments will be made to the Payee each month. However, once Income Payments begin, the Income Payment option may not be changed. If the Accumulation Value of this Policy is an amount that would provide Income Payments of less than $20 a month on the Annuity Commencement Date, we will pay you the Accumulation Value in a single sum.

1.2 May The Annuity Commencement Date Be Changed?

If we agree, the Annuity Commencement Date shown on the Policy Data Page may be changed to an earlier date not before the first Policy Anniversary or deferred to a later date, but not later than the Policy Anniversary following the date on which the Annuitant becomes Age 95.~~date on which the Annuitant becomes Age 95~~. If you wish to change the date, you must notify us in writing at least one month before the Annuity Commencement Date. The Annuitant's Age on the Annuity Commencement Date may not be greater than the Age as required by the laws of the state in which this Policy was issued.

1.3 How Are Income Payment Amounts Determined?

We will determine the amount of each monthly Income Payment on the Annuity Commencement Date. We do this by applying the total Accumulation Value of the Policy, less any state premium tax that may be payable as provided in Section 5.6, to the Income Payment rate in effect on the Annuity Commencement Date. Income Payment rates are based on the adjusted Age and sex of the Annuitant. To find the adjusted Age in the year the first payment is due, we first set the Annuitant's Age to be the lesser of Age 95 or their Age at the time of the first payment, and then adjust it according to the following table:

2011-2019	2020-2028	2029-2038	2039&later
0	-1	-2	-3

The amount of each monthly Income Payment will not be less than an amount based on the corresponding rate shown in the Life Income – Guaranteed Period Payment Table. These minimum amounts are ten-year certain and life amounts based on the Annuity 2000 Mortality Table with Projection Scale G applied for fifteen years static and generationally thereafter, and with interest compounded each year at one percent (1.0%). When asked, we will state in writing what the minimum amount of each monthly Income Payment would be under this provision.

LIFE INCOME-GUARANTEED PERIOD PAYMENT TABLE

Minimum Monthly Payment Guaranteed for 10 years per $1,000 of Proceeds

Adjusted Age	Male	Female	Adjusted Age	Male	Female
60	$3.39	$3.08	81	$6.65	$6.28
61	3.49	3.16	82	6.84	6.51
62	3.59	3.25	83	7.03	6.72
63	3.70	3.35	84	7.21	6.94
64	3.81	3.45	85	7.39	7.15
65	3.94	3.55	86	7.56	7.35
66	4.06	3.67	87	7.73	7.54
67	4.20	3.79	88	7.88	7.72
68	4.34	3.91	89	8.02	7.89
69	4.49	4.05	90	8.16	8.04
70	4.64	4.19	91	8.28	8.18
71	4.80	4.34	92	8.38	8.30
72	4.96	4.50	93	8.47	8.41
73	5.13	4.67	94	8.54	8.50
74	5.31	4.85	95	8.60	8.57
75	5.49	5.03			
76	5.67	5.22			
77	5.86	5.43			
78	6.06	5.63			
79	6.25	5.85			
80	6.45	6.06			

1.4 How Are Income Payments Made?

We may require proof of the Annuitant's birth date before Income Payments begin. Under the Life Income-Guaranteed Period option, we will make equal payments to the Payee each month during the lifetime of the Annuitant. Income Payments do not change and are guaranteed for a period of 10 years (120 monthly payments) even if the Annuitant dies sooner. We may require proof of the Annuitant's survival as a condition for Income Payments beyond the guaranteed period.

1.5 Are There Other Methods Of Income Payments?

If we agree, you may elect, on or before the Annuity Commencement Date, to have the Accumulation Value placed under some other Income Payment option.

SECTION TWO - OWNER, ANNUITANT, BENEFICIARY

2.1 What Are The Rights Of Ownership?

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

2.2 May The Owner Be Different From The Annuitant?

The Owner of this Policy may be different from the Annuitant, but unless it is indicated on the Policy Data Page or ownership is subsequently changed, you are the Annuitant and the Owner of this Policy. However, the Annuitant and Owner must generally be the same individual for Policies issued in connection with Qualified Plans.

2.3 How Do You Change The Owner Of This Policy?

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

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

2.4 May More Than One Beneficiary Be Named?

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

2.5 How Do You Change A Beneficiary Of This Policy?

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

2.6 What Happens If The Annuitant Dies Before The Annuity Commencement Date?

If the Annuitant is not the Owner and the Annuitant dies before the Annuity Commencement Date, when we receive Proof of Death, you will become the Annuitant of this Policy. If this Policy is jointly owned, the first Owner named will become the Annuitant. If the Owner is a grantor trust for federal income tax purposes and the grantor(s) is a natural person, the Policy will be treated as owned by a natural person and the first named living grantor will become the new Annuitant.

If the Owner is not a natural person, upon the death of the Annuitant, the Policy will end and we will pay the death benefit to the Beneficiary(ies) as provided in Section 2.11. The death benefit is an amount equal to the Accumulation Value of this Policy as of the date of the Annuitant's or grantor's death, as applicable. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11.

2.7 What Happens If The Annuitant Dies After The Annuity Commencement Date?

If the Annuitant dies after the Annuity Commencement Date, but before the end of the guaranteed period of the Income Payments, we will then make the Income Payments to the Beneficiary for the remainder of the Income Payment period, even if the Payee is alive. If the Annuitant dies after the end of the guaranteed period of the Income Payments, no amount will be payable to the Payee or any Beneficiary.

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

If you die before the Annuity Commencement Date, the Policy will end. When we receive Proof of Death, we will pay the Beneficiary(ies) the death benefit, which is an amount equal to the Accumulation Value of this Policy as of the date of death. If this Policy is jointly owned, this provision will apply at the death of either Owner. If the Owner is a grantor trust and a grantor is a natural person, upon the death of a

grantor, the Policy will end and we will pay the death benefit. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11. However, if your surviving spouse is the sole primary Beneficiary, your spouse may elect, in writing, to continue the Policy as the new Owner, as provided in Section 2.14, subject to certain Qualified Plan limitations. If the Owner is not a natural person or is a grantor trust, see Section 2.6.

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

Unless you provide otherwise, if you die after the Annuity Commencement Date and before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period. If this Policy is jointly owned, the surviving Owner will become the sole Owner, and Income Payments will be made to the surviving Owner for the remainder of the Income Payment period. If the surviving Owner dies before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period.

2.10 When Will We Process A Request For Payment Of The Death Benefit?

Claim information must be submitted for each Beneficiary. Upon receiving Proof of Death and all claim information from a Beneficiary, we will pay to that Beneficiary his/her share of any amount of the death benefit. These proceeds bear interest computed daily from the date of death to the date of payment. We set this interest rate each year. This rate will not be less than the rate required by law.

2.11 Does A Beneficiary Have To Accept The Death Benefit Of This Policy At Your Death?

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

2.12 What Happens If A Beneficiary Who Is Receiving Income Payments Dies?

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

2.13 What Happens If No Beneficiary Survives You?

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

2.14 What Happens If Your Spouse Is The Beneficiary?

If your spouse is the sole primary Beneficiary and you die before the Annuity Commencement Date, this Policy may be continued with your spouse as the new Owner. If you are also the Annuitant, your spouse will become the new Annuitant. If your spouse chooses to continue the Policy, no death benefit proceeds will be paid as a consequence of your death.

SECTION THREE - PREMIUM PAYMENTS

3.1 What Is The Premium Payment?

An amount paid to the Corporation as consideration for the benefits provided by this Policy. The Premium Payment for this Policy is shown on the Policy Data Page. This payment must be made while the Owner and Annuitant are living.

3.2 Can Additional Premium Payments Be Made?

Generally, additional Premium Payments are not allowed for this Policy.

3.3 When Is A Premium Payment Credited To The Policy?

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

SECTION FOUR - INTEREST CREDITING AND ACCUMULATION VALUE

4.1 How Is The Interest Credited To This Policy?

The initial Interest Rate Guarantee Period starts on the Policy Date and ends at the close of the initial Interest Rate Guarantee Period as shown on the Policy Data Page. The initial interest rate will be the rate that we declare in advance and is in effect for the initial Interest Rate Guarantee Period. Each renewal Interest Rate Guarantee Period will be for the duration shown on the Policy Data Page. The renewal interest rate will be the rate we declare in advance and is in effect for the renewal Interest Rate Guarantee Period. Interest is compounded daily at an effective annual yield. We credit interest to this Policy daily. The rate credited will never be less than the guaranteed minimum interest rate shown on the Policy Data Page.

4.2 How Is The Accumulation Value Calculated?

On any day, on or before the Annuity Commencement Date, the Accumulation Value of this Policy is defined as the Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. The instances in which Surrender Charges will be assessed are explained in Section Five. Upon your request, we will inform you of the amount of Accumulation Value in this Policy.

4.3 How Is The Guaranteed Accumulation Value Calculated?

The guaranteed Accumulation Value in this Policy is based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate, as shown on the Policy Data Page. This value will never be less than the Nonforfeiture Value.

SECTION FIVE - WITHDRAWALS, CHARGES, DEDUCTIONS

5.1 Can You Make Partial Withdrawals From This Policy?

Provided this Policy has sufficient Accumulation Value, as shown on the Policy Data Page, you may request a Partial Withdrawal. The minimum amount you may withdraw is also shown on the Policy Data Page. If the amount of the Partial Withdrawal requested, together with any Surrender Charge that may apply, exceeds the Accumulation Value, we will pay you the Accumulation Value less any applicable Surrender Charge. We must receive your written request for a Partial Withdrawal at least thirty (30) days before the Annuity Commencement Date.

5.2 Can You Surrender This Policy?

You may surrender the Policy at any time before the Annuity Commencement Date for the Accumulation Value less any Surrender Charges that may apply. In no event will you receive less than the Guaranteed Cash Surrender Value.

5.3 May We Defer A Partial Withdrawal Or Surrender Payment?

When not prohibited by the laws of the state in which this Policy is issued, we may defer payment of any Partial Withdrawal or surrender payment request for up to six (6) months from the Partial Withdrawal or surrender request date after making a written request and receiving written approval from the insurance commissioner of the state in which this Policy is issued. Interest will be paid on any amount deferred for thirty (30) days or more. If payments are deferred, we will pay interest at the rate specified by the Insurance Department of the state where your Policy was issued, from the time of the Partial Withdrawal or surrender request. This rate will be at least one percent (1.0%) per year.

5.4 Are Surrender Charges Applied To This Policy?

During the Surrender Charge period, as shown under the Surrender Charge schedule on the Policy Data Page, a Surrender Charge may be applied each time a Partial Withdrawal is made, or when the Policy is surrendered for its Accumulation Value. The Surrender Charge, if any, will be a percentage, as shown on the Policy Data Page, of the amount of the Accumulation Value withdrawn or surrendered. The Surrender Charge will apply only if the amount withdrawn or surrendered exceeds the amount described under the Annual Surrender Charge Free Amount(s) section on the Policy Data Page.

5.5 Are Surrender Charges Ever Waived?

Surrender Charges will be waived:

a) when proceeds are paid on the death of the Owner, or of the Annuitant if the Owner is not a natural person; or

b) for any Required Minimum Distribution (RMD), as calculated by us, from the Accumulation Value of this Policy withdrawn under the RMD Automated option. However, if, in addition to any RMD withdrawals, Partial Withdrawals are made from this Policy during a Policy Year, all such withdrawals will be combined and a Surrender Charge will apply to that portion of the withdrawals that exceeds the greater of the calculated RMD amount, and the

amount as explained in Section 5.4 and on the Policy Data Page; or

c) on amounts placed under the Life Income - Guaranteed Period option; or

d) under conditions specified in any riders or endorsements attached to and made a part of this Policy; or

e) upon surrender of the Policy or a Partial Withdrawal as shown in the Return of Premium Benefit section on the Policy Data Page; or

f) if we terminate this Policy as explained in Section 5.7.

5.6 Are State Premium Taxes Deducted From Your Policy?

If we are required by state law to pay state premium taxes for your Policy, the amount of the state premium tax will be deducted from the Accumulation Value of your Policy on the earliest of:

a) the date the Policy is surrendered; or

b) the Annuity Commencement Date, before the Accumulation Value is placed under an Income Payment option; or

c) the date we terminate this Policy in accordance with Section 5.7.

However, the amount of the state premium tax will not be deducted from the Accumulation Value, if the Accumulation Value is paid as a death benefit.

5.7 May The Corporation Terminate This Policy?

It may happen that a requested Partial Withdrawal together with any Surrender Charges would reduce the Accumulation Value to an amount that would provide Income Payments of less than $20 a month on the Annuity Commencement Date. If so, we have the right, subject to any applicable state law or regulation, to terminate this Policy and pay you the Accumulation Value in a single sum.

SECTION SIX - GENERAL PROVISIONS

6.1 What Constitutes The Entire Contract?

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

6.2 How Important Is The Information You Provided For This Policy?

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

6.3 Will We Be Able To Contest This Policy?

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

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

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

6.5 How Is A Person's Age Calculated For The Purpose Of This Policy?

In this Policy when we refer to a person's Age on any date, we mean his or her Age attained at his or her last birthday.

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

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

6.7 May You Assign This Policy?

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

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

6.8 How Do You Assign This Policy?

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

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

An assignee may not change the Owner, the Annuitant, or the Beneficiary. The assignee may not elect an alternate Income Payment option. Any amount payable to the assignee will be paid in a single sum.

6.10 Are The Payments Made Under This Policy Protected Against Creditors?

Except as stated in Section 6.7, payments we make under this Policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditors.

6.11 How Should A Premium Payment For This Policy Be Made?

Any Premium Payment made to us by check or money order must be payable to New York Life Insurance and Annuity Corporation or NYLIAC. Upon request, we will give you a receipt, signed by our Agent, for any premium paid to us.

6.12 Is This Policy Subject To Conformity With Any Law?

This Policy is subject to all laws that apply. Any paid-up annuity, cash surrender or death benefits available under this Policy are not less than the minimum benefits required by any regulation or statute of the state in which this Policy is issued.

6.13 Are Dividends Payable Under This Policy?

This is a non-participating Policy. Therefore, no dividends are payable.

New York Life Insurance and Annuity Corporation

A Wholly-Owned Delaware Subsidiary of New York Life Insurance Company

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

Executive Office – [51 Madison Avenue
New York, NY10010]

Individual Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

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)
08/11/2011	Form	Single Premium Individual Deferred Fixed Annuity Policy	09/23/2011	Policy-211-P113.pdf (Superceded)
08/11/2011	Form	Single Premium Individual Deferred Fixed Annuity Policy	09/23/2011	Policy-211-P114.pdf (Superceded)
08/11/2011	Form	Single Premium Individual Deferred Fixed Annuity Policy	09/23/2011	Policy-211-P115.pdf (Superceded)

[Annuitant - - John Doe**]**
[Policy Number - - 00 000 000**]**
[Policy Date - - April 1, 2011**]**

New York Life Insurance and Annuity Corporation

(A Delaware Corporation)

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

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

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

ANNUITY BENEFIT On the Annuity Commencement Date, the Accumulation Value will be applied to provide periodic Income Payments, as stated in the Annuity Benefit section.

DEATH BENEFIT If you die before the Annuity Commencement Date, we will pay death benefit proceeds to the Beneficiary upon our receipt of Proof of Death and all claim information.

SURRENDER CHARGES may be waived as described in this Policy.

Upon surrender, the amount received may be less than the Premium Payment. See Return of Premium Benefit section on the Policy Data Page for details.

RIGHT TO RETURN POLICY Please examine this Policy. Within 10 days (or longer if required by state law) after delivery, you can return it to the Corporation or to the agent through whom it was purchased, with a written request for a full refund of the premium. Upon receipt of this request, the Policy will be void from the start, and a full premium refund will be made.

REPORT TO OWNER At least once each Policy Year, New York Life Insurance and Annuity Corporation will provide a report in connection with this Policy. The report will tell you how much Accumulation Value there is as of the end of the reporting period. It will also give the Owner any other facts required by state law or regulations.

The Issue Date is shown on the Policy Data Page.

If you have questions or concerns about your Policy, please contact us at www.newyorklife.com or call us at [1-800-695-9873].

President

Secretary

[New York Life Secure Term Choice Fixed Annuity]

Individual Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

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

New York Life Insurance and Annuity Corporation

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

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

POLICY DATA PAGE

Annuitant	--	[John Doe]	AGE: [35]	[MALE]
Policy Number	--	[00 000 000]		
Policy Date	--	[April 1, 2011]		
Owner	--	[John Doe]		
Plan	--	[Non-Qualified]		

Premium Payment:	$[5,000.00]
Initial Interest Rate Guarantee Period Ending On:	[March 31, 2016]
Renewal Interest Rate Guarantee Period:	[Annually]
Initial Interest Rate:	[2.0%] (Effective annual yield)
Guaranteed Minimum Interest Rate:	[1.0%] (Effective annual yield)
Nonforfeiture Rate:	[1.0%]

ANNUITY COMMENCEMENT DATE: [April 1, 2066]

SURRENDER CHARGES:

a) **SURRENDER CHARGE SCHEDULE**

POLICY YEAR	PERCENTAGE	POLICY YEAR	PERCENTAGE
[1	7%	4	6%
2	7%	5	5%
3	7%	6	0%**]**

b) **ANNUAL SURRENDER CHARGE FREE AMOUNT(S)**

Surrender Charges Are Applied as Follows:

If the Premium Payment is less than [$100,000], the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greater of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year [ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year), less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges.

If the Premium Payment is [$100,000] or more, the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greatest of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year [ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year), less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or C) that portion of the Accumulation Value that exceeds the Premium Payment made to this Policy.

[Return of Premium Benefit Effective Date: [April 1, 2013] **]**

RETURN OF PREMIUM BENEFIT*

[The Return of Premium Benefit provides that all or a portion of the Premium Payment may be refunded to you, subject to the conditions described below:

a) Prior to the Return of Premium Benefit Effective Date, Surrender Charges, if applicable, will be applied as described in Section 5.4 of this Policy. Upon surrender, the amount received may be less than the Premium Payment.

b) As of the Return of Premium Benefit Effective Date, this benefit will equal the Premium Payment, less any prior Partial Withdrawals, less any Surrender Charges that may have been assessed on those prior Partial Withdrawals.

   The maximum Surrender Charge on a Partial Withdrawal or a full surrender taken on or after the Return of Premium Benefit Effective Date will never exceed the total interest credited to the Policy.

   Surrender Charges may also be waived as described in Section 5.5 of this Policy.

Return of Premium Benefit Calculation Example
Using the Policy Value Assumptions below, the Return of Premium Benefit amount is determined as follows:

Policy Value Assumptions Summary:
Policy Date: January 1, 2012
Return of Premium Benefit Effective Date: January 1, 2014
$10,000 = Premium Payment
$3,000 = Total Partial Withdrawals prior to 2nd Policy Anniversary
$139.30 = Surrender Charge on Partial Withdrawals prior to 2nd Policy Anniversary

Return of Premium Benefit calculation as of January 1, 2014
$10,000 – [$3,000 + $139.30] = $6,860.70

Any Partial Withdrawal taken on or after the Return of Premium Benefit Effective Date reduces the remaining Return of Premium Benefit by the amount of the Partial Withdrawal (See End-of-Year calculations under 2nd Policy Anniversary).**

Policy Value Assumptions for Return of Premium Benefit Calculation Example Above (All assumptions are for illustration purposes only)

The Policy Values below assume that the Return of Premium Benefit Effective Date begins on the 2nd Policy Anniversary (two years after the Policy Date). Your Policy may have a different Return of Premium Benefit Effective Date than the date shown in this example.

Partial Withdrawals displayed occur on the Policy Anniversary (first day of the Policy Year). Surrenders occur on the last day of the Policy Year.

Policy Date: January 1, 2012
Premium Payment: $10,000
Return of Premium Effective Date: January 1, 2014
Current Interest Rate Credited: 1.0%
Surrender Charge Schedule: 7%, 7%, 7%, 6%, 5%, 4%, 3%
Surrender Charge-Free Percentage Each Policy Year: See Surrender Charge section of the Policy Data Page

January 1, 2012 (Policy Date)
Premium: $10,000
Return of Premium Benefit: N/A
Partial Withdrawal: None
Interest Credited in Policy Year: $100

End-of-Year Accumulation Value: $10,100
Surrender Charge for End-of-Year Surrender: $636.30
End-of-Year Surrender Value: $9,463.70 ($10,100 – $636.30)

January 1, 2013 (1st Policy Anniversary)
Starting Accumulation Value: $10,100
Return of Premium Benefit: N/A
Partial Withdrawal: $3,000
Surrender Charge on Partial Withdrawal: $139.30
Interest Credited in Policy Year: $69.61

End-of-Year Accumulation Value: $7,030.31
Surrender Charge for End-of-Year Surrender: $492.12
End-of-Year Surrender Value: $6,538.19 ($7,030.31 – $492.12)

January 1, 2014 (2nd Policy Anniversary) **(Return of Premium Benefit Effective Date)**
Starting Accumulation Value: $7,030.01
Return of Premium Benefit: $6,860.70 (See Return of Premium Benefit Calculation Above)
Partial Withdrawal: $5,000
Surrender Charge on Partial Withdrawal: $169.61 (limited to interest credited from Policy Date until day of withdrawal)
Interest Credited in Policy Year: $18.60

End-of-Year Accumulation Value: $1,879.30
Surrender Charge for End-of-Year Surrender: $131.51
Surrender Charge limit: $18.60 (interest credited)
Amount Paid Upon End-of-Year Surrender: $1,860.70 ($1,879.30 – $18.60)
** Return of Premium Benefit: $1,860.70 ($6,860.70 – $5,000) = Return of Premium Benefit – Partial Withdrawal**]**

[The Return of Premium Benefit provides that the Premium Payment is guaranteed to be refunded to you. Upon surrender of the Policy or on Partial Withdrawals, Surrender Charges, if any, will be waived to the extent that the amount of the Surrender Charge exceeds the interest credited to the Policy.

Surrender Charges may also be waived as described in Section 5.5 of this Policy.**]**

[*If this Policy is issued as a TSA/403(b) plan, the Return of Premium Benefit may be further reduced by an unpaid loan amount at the time of surrender.]

MINIMUMS

Minimum Partial Withdrawal Amount: $100.00

Minimum Accumulation Value that must be maintained in the Policy after a Partial Withdrawal: $2,000.00

ENHANCED DEATH BENEFIT:

Maximum Enhanced Death Benefit Rate:	100% of Adjusted Premium Payment
Guaranteed Enhanced Death Benefit Rate:	40% of Adjusted Accumulation Value

ISSUE DATE: [April 2, 2011]

We & You

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

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

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RIDERS AND ENDORSEMENTS (if any) ..... Attached to the Policy

DEFINITIONS

These terms are capitalized when used throughout this Policy.

ACCUMULATION VALUE: The Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. This value will never be less than the Nonforfeiture Value.

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

ANNUITANT: The individual whose life will determine the Income Payments.

ANNUITY COMMENCEMENT DATE: The date on which Income Payments under this Policy are scheduled to begin. This date may not be earlier than the first Policy Anniversary.

BENEFICIARY: The person(s) or entity(ies) having the right to receive the death benefit as set forth in this Policy and who is the "designated Beneficiary" for purposes of Section 72 of the Internal Revenue Code.

GUARANTEED CASH SURRENDER VALUE: Prior to the Return of Premium Benefit Effective Date**,** the Guaranteed Cash Surrender Value is equal to the greater of:

a) the Accumulation Value, based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate as shown on the Policy Data Page, less any Surrender Charges that may apply; or
b) the Nonforfeiture Value.

After the Return of Premium Benefit Effective Date**,** the Guaranteed Cash Surrender Value is equal to the greatest of:

a) or b) above; or
c) the Return of Premium Benefit described on the Policy Data Page.

INCOME PAYMENTS: Periodic payments NYLIAC makes to the Payee, on or after the Annuity Commencement Date.

INTEREST RATE GUARANTEE PERIOD: The period during which the declared interest rate is guaranteed not to change.

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

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

NONFORFEITURE RATE: The Nonforfeiture Rate, as shown on the Policy Data Page, is equal to the lesser of:

a) 3.00%; and
b) a rate that is not less than 1.00% and determined by using the six-month average of the five-year Constant Maturity Treasury Rate reported by the Federal Reserve for December through May (for period beginning July 1) and June through November (for period beginning January 1), rounded to the nearest .05%, minus 1.25%.

NONFORFEITURE VALUE: The Nonforfeiture Value is equal to 87.50% of the Premium Payment accumulated at the Nonforfeiture Rate since the Policy Date, minus any amounts withdrawn, accumulated at the Nonforfeiture Rate since the date of withdrawal.

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

OWNER: ("you, your") The person(s) or entity(ies) designated as the Owner of this Policy or as subsequently changed, and upon whose death prior to the Annuity Commencement Date benefits under the Policy may be paid. If NYLIAC issues a jointly owned Policy, ownership rights and privileges under this Policy must be exercised jointly and death benefits payable under this Policy before the Annuity Commencement Date will be paid upon the death of any joint Owner.

PARTIAL WITHDRAWAL: Any part of the Accumulation Value paid to you, at your request, in accordance with the terms of this Policy.

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

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

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

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

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

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

PREMIUM PAYMENT: The amount paid to the Corporation as consideration for the benefits provided by this Policy.

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

QUALIFIED PLAN: A retirement plan under the Internal Revenue Code of 1986, as amended, including Sections 401(a), 403(b), 408, 408(A) and 457(b).

REQUIRED MINIMUM DISTRIBUTION (RMD) AUTOMATED OPTION: The calculation and automatic processing of the Required Minimum Distribution (RMD) under certain Qualified Plans pursuant to IRC Section 401(a)(9) on a scheduled interval (monthly, quarterly, semi-annually, or annually). RMD is the minimum amount that the IRS requires the owners of certain Qualified Plans to withdraw each year generally beginning no later than April 1 of the calendar year following the calendar year in which the Owner attains age 70½.

SURRENDER CHARGE: An amount charged by the Corporation during the Surrender Charge period as shown under the Surrender Charge schedule on the Policy Data Page, and occurring when a Partial Withdrawal of the Accumulation Value is made or when the Policy is surrendered for its Accumulation Value.

SECTION ONE - ANNUITY BENEFIT

1.1 When Will Income Payments Begin?

Income Payments are scheduled to begin on the Annuity Commencement Date shown on the Policy Data Page or as changed in accordance with Section 1.2, provided this Policy is in force on that date. Income Payments will be made to the Payee each month. However, once Income Payments begin, the Income Payment option may not be changed. If the Accumulation Value of this Policy is an amount that would provide Income Payments of less than $20 a month on the Annuity Commencement Date, we will pay you the Accumulation Value in a single sum.

1.2 May The Annuity Commencement Date Be Changed?

If we agree, the Annuity Commencement Date shown on the Policy Data Page may be changed to an earlier date not before the first Policy Anniversary or deferred to a later date. If you wish to change the date, you must notify us in writing at least one month before the Annuity Commencement Date. The Annuitant's Age on the Annuity Commencement Date may not be greater than the Age as required by the laws of the state in which this Policy was issued.

1.3 How Are Income Payment Amounts Determined?

We will determine the amount of each monthly Income Payment on the Annuity Commencement Date. We do this by applying the total Accumulation Value of the Policy, less any state premium tax that may be payable as provided in Section 5.6, to the Income Payment rate in effect on the Annuity Commencement Date. Income Payment rates are based on the adjusted Age and sex of the Annuitant. To find the adjusted Age in the year the first payment is due, we first set the Annuitant's Age to be the lesser of Age 100 or their Age at the time of the first payment, and then adjust it according to the following table:

2011-2019	2020-2028	2029-2038	2039&later
0	-1	-2	-3

The amount of each monthly Income Payment will not be less than an amount based on the corresponding rate shown in the Life Income – Guaranteed Period Payment Table. These minimum amounts are ten-year certain and life amounts based on the Annuity 2000 Mortality Table with Projection Scale G applied for fifteen years static and generationally thereafter, and with interest compounded each year at one percent (1.0%).

When asked, we will state in writing what the minimum amount of each monthly Income Payment would be under this provision.

LIFE INCOME-GUARANTEED PERIOD PAYMENT TABLE

Minimum Monthly Payment Guaranteed for 10 years per $1,000 of Proceeds

Adjusted Age	Male	Female	Adjusted Age	Male	Female
60	$3.39	$3.08	81	$6.65	$6.28
61	3.49	3.16	82	6.84	6.51
62	3.59	3.25	83	7.03	6.72
63	3.70	3.35	84	7.21	6.94
64	3.81	3.45	85	7.39	7.15
65	3.94	3.55	86	7.56	7.35
66	4.06	3.67	87	7.73	7.54
67	4.20	3.79	88	7.88	7.72
68	4.34	3.91	89	8.02	7.89
69	4.49	4.05	90	8.16	8.04
70	4.64	4.19	91	8.28	8.18
71	4.80	4.34	92	8.38	8.30
72	4.96	4.50	93	8.47	8.41
73	5.13	4.67	94	8.54	8.50
74	5.31	4.85	95	8.60	8.57
75	5.49	5.03	96	8.65	8.62
76	5.67	5.22	97	8.69	8.67
77	5.86	5.43	98	8.71	8.70
78	6.06	5.63	99	8.73	8.72
79	6.25	5.85	100	8.74	8.74
80	6.45	6.06			

1.4 How Are Income Payments Made?

We may require proof of the Annuitant's birth date before Income Payments begin. Under the Life Income-Guaranteed Period option, we will make equal payments to the Payee each month during the lifetime of the Annuitant. Income Payments do not change and are guaranteed for a period of 10 years (120 monthly payments) even if the Annuitant dies sooner. We may require proof of the Annuitant's survival as a condition for Income Payments beyond the guaranteed period.

1.5 Are There Other Methods Of Income Payments?

If we agree, you may elect, on or before the Annuity Commencement Date, to have the Accumulation Value placed under some other Income Payment option.

SECTION TWO - OWNER, ANNUITANT, BENEFICIARY

2.1 What Are The Rights Of Ownership?

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

2.2 May The Owner Be Different From The Annuitant?

The Owner of this Policy may be different from the Annuitant, but unless it is indicated on the Policy Data Page or ownership is subsequently changed, you are the Annuitant and the Owner of this Policy. However, the Annuitant and Owner must generally be the same individual for Policies issued in connection with Qualified Plans.

2.3 How Do You Change The Owner Of This Policy?

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

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

2.4 May More Than One Beneficiary Be Named?

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

2.5 How Do You Change A Beneficiary Of This Policy?

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

2.6 What Happens If The Annuitant Dies Before The Annuity Commencement Date?

If the Annuitant is not the Owner and the Annuitant dies before the Annuity Commencement Date, when we receive Proof of Death, you will become the Annuitant of this Policy. If this Policy is jointly owned, the first Owner named will become the Annuitant. If the Owner is a grantor trust for federal income tax purposes and the grantor(s) is a natural person, the Policy will be treated as owned by a natural person and the first named living grantor will become the new Annuitant.

If the Owner is not a natural person, upon the death of the Annuitant, the Policy will end and we will pay the death benefit to the Beneficiary(ies) as provided in Section 2.11. The death benefit is an amount equal to the Accumulation Value of this Policy as of the date of the Annuitant's or grantor's death, as applicable. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11.

2.7 What Happens If The Annuitant Dies After The Annuity Commencement Date?

If the Annuitant dies after the Annuity Commencement Date, but before the end of the guaranteed period of the Income Payments, we will then make the Income Payments to the Beneficiary for the remainder of the Income Payment period, even if the Payee is alive. If the Annuitant dies after the end of the guaranteed period of the Income Payments, no amount will be payable to the Payee or any Beneficiary.

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

If you die before the Annuity Commencement Date, the Policy will end. When we receive Proof of Death, we will pay the Beneficiary(ies) the death benefit, which is an amount equal to the Accumulation Value of this Policy as of the date of death. If this Policy is jointly owned, this provision will apply at the death of either Owner. If the Owner is a grantor trust and a grantor is a natural person, upon the death of a

grantor, the Policy will end and we will pay the death benefit. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11. However, if your surviving spouse is the sole primary Beneficiary, your spouse may elect, in writing, to continue the Policy as the new Owner, as provided in Section 2.14, subject to certain Qualified Plan limitations. If the Owner is not a natural person or is a grantor trust, see Section 2.6.

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

Unless you provide otherwise, if you die after the Annuity Commencement Date and before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period. If this Policy is jointly owned, the surviving Owner will become the sole Owner, and Income Payments will be made to the surviving Owner for the remainder of the Income Payment period. If the surviving Owner dies before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period.

2.10 When Will We Process A Request For Payment Of The Death Benefit?

Claim information must be submitted for each Beneficiary. Upon receiving Proof of Death and all claim information from a Beneficiary, we will pay to that Beneficiary his/her share of any amount of the death benefit. These proceeds bear interest computed daily from the date of death to the date of payment. We set this interest rate each year. This rate will not be less than the rate required by law.

2.11 Does A Beneficiary Have To Accept The Death Benefit Of This Policy At Your Death?

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

2.12 What Happens If A Beneficiary Who Is Receiving Income Payments Dies?

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

2.13 What Happens If No Beneficiary Survives You?

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

2.14 What Happens If Your Spouse Is The Beneficiary?

If your spouse is the sole primary Beneficiary and you die before the Annuity Commencement Date, this Policy may be continued with your spouse as the new Owner. If you are also the Annuitant, your spouse will become the new Annuitant. If your spouse chooses to continue the Policy, no death benefit proceeds will be paid as a consequence of your death.

SECTION THREE - PREMIUM PAYMENTS

3.1 What Is The Premium Payment?

An amount paid to the Corporation as consideration for the benefits provided by this Policy. The Premium Payment for this Policy is shown on the Policy Data Page. This payment must be made while the Owner and Annuitant are living.

3.2 Can Additional Premium Payments Be Made?

Generally, additional Premium Payments are not allowed for this Policy.

3.3 When Is A Premium Payment Credited To The Policy?

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

SECTION FOUR - INTEREST CREDITING AND ACCUMULATION VALUE

4.1 How Is The Interest Credited To This Policy?

The initial Interest Rate Guarantee Period starts on the Policy Date and ends at the close of the initial Interest Rate Guarantee Period as shown on the Policy Data Page. The initial interest rate will be the rate that we declare in advance and is in effect for the initial Interest Rate Guarantee Period. Each renewal Interest Rate Guarantee Period will be for the duration shown on the Policy Data Page. The renewal interest rate will be the rate we declare in advance and is in effect for the renewal Interest Rate Guarantee Period. Interest is compounded daily at an effective annual yield. We credit interest to this Policy daily. The rate credited will never be less than the guaranteed minimum interest rate shown on the Policy Data Page.

4.2 How Is The Accumulation Value Calculated?

On any day, on or before the Annuity Commencement Date, the Accumulation Value of this Policy is defined as the Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. The instances in which Surrender Charges will be assessed are explained in Section Five. Upon your request, we will inform you of the amount of Accumulation Value in this Policy.

4.3 How Is The Guaranteed Accumulation Value Calculated?

The guaranteed Accumulation Value in this Policy is based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate, as shown on the Policy Data Page. This value will never be less than the Nonforfeiture Value.

SECTION FIVE - WITHDRAWALS, CHARGES, DEDUCTIONS

5.1 Can You Make Partial Withdrawals From This Policy?

Provided this Policy has sufficient Accumulation Value, as shown on the Policy Data Page, you may request a Partial Withdrawal. The minimum amount you may withdraw is also shown on the Policy Data Page. If the amount of the Partial Withdrawal requested, together with any Surrender Charge that may apply, exceeds the Accumulation Value, we will pay you the Accumulation Value less any applicable Surrender Charge. We must receive your written request for a Partial Withdrawal at least thirty (30) days before the Annuity Commencement Date.

5.2 Can You Surrender This Policy?

You may surrender the Policy at any time before the Annuity Commencement Date for the Accumulation Value less any Surrender Charges that may apply. In no event will you receive less than the Guaranteed Cash Surrender Value.

5.3 May We Defer A Partial Withdrawal Or Surrender Payment?

When not prohibited by the laws of the state in which this Policy is issued, we may defer payment of any Partial Withdrawal or surrender payment request for up to six (6) months from the Partial Withdrawal or surrender request date after making a written request and receiving written approval from the insurance commissioner of the state in which this Policy is issued. Interest will be paid on any amount deferred for thirty (30) days or more. If payments are deferred, we will pay interest at the rate specified by the Insurance Department of the state where your Policy was issued, from the time of the Partial Withdrawal or surrender request. This rate will be at least one percent (1.0%) per year.

5.4 Are Surrender Charges Applied To This Policy?

During the Surrender Charge period, as shown under the Surrender Charge schedule on the Policy Data Page, a Surrender Charge may be applied each time a Partial Withdrawal is made, or when the Policy is surrendered for its Accumulation Value. The Surrender Charge, if any, will be a percentage, as shown on the Policy Data Page, of the amount of the Accumulation Value withdrawn or surrendered. The Surrender Charge will apply only if the amount withdrawn or surrendered exceeds the amount described under the Annual Surrender Charge Free Amount(s) section on the Policy Data Page.

5.5 Are Surrender Charges Ever Waived?

Surrender Charges will be waived:

a) when proceeds are paid on the death of the Owner, or of the Annuitant if the Owner is not a natural person; or

b) for any Required Minimum Distribution (RMD), as calculated by us, from the Accumulation Value of this Policy withdrawn under the RMD Automated option. However, if, in addition to any RMD withdrawals, Partial Withdrawals are made from this Policy during a Policy Year, all such withdrawals will be combined and a Surrender Charge will apply to that portion of the withdrawals that exceeds the greater of the calculated RMD amount, and the

amount as explained in Section 5.4 and on the Policy Data Page; or

c) on amounts placed under the Life Income - Guaranteed Period option; or

d) under conditions specified in any riders or endorsements attached to and made a part of this Policy; or

e) upon surrender of the Policy or a Partial Withdrawal as shown in the Return of Premium Benefit section on the Policy Data Page; or

f) if we terminate this Policy as explained in Section 5.7.

5.6 Are State Premium Taxes Deducted From Your Policy?

If we are required by state law to pay state premium taxes for your Policy, the amount of the state premium tax will be deducted from the Accumulation Value of your Policy on the earliest of:

a) the date the Policy is surrendered; or

b) the Annuity Commencement Date, before the Accumulation Value is placed under an Income Payment option; or

c) the date we terminate this Policy in accordance with Section 5.7.

However, the amount of the state premium tax will not be deducted from the Accumulation Value, if the Accumulation Value is paid as a death benefit.

5.7 May The Corporation Terminate This Policy?

It may happen that a requested Partial Withdrawal together with any Surrender Charges would reduce the Accumulation Value to an amount that would provide Income Payments of less than $20 a month on the Annuity Commencement Date. If so, we have the right, subject to any applicable state law or regulation, to terminate this Policy and pay you the Accumulation Value in a single sum.

SECTION SIX - GENERAL PROVISIONS

6.1 What Constitutes The Entire Contract?

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

6.2 How Important Is The Information You Provided For This Policy?

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

6.3 Will We Be Able To Contest This Policy?

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

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

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

6.5 How Is A Person's Age Calculated For The Purpose Of This Policy?

In this Policy when we refer to a person's Age on any date, we mean his or her Age attained at his or her last birthday.

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

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

6.7 May You Assign This Policy?

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

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

6.8 How Do You Assign This Policy?

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

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

An assignee may not change the Owner, the Annuitant, or the Beneficiary. The assignee may not elect an alternate Income Payment option. Any amount payable to the assignee will be paid in a single sum.

6.10 Are The Payments Made Under This Policy Protected Against Creditors?

Except as stated in Section 6.7, payments we make under this Policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditors.

6.11 How Should A Premium Payment For This Policy Be Made?

Any Premium Payment made to us by check or money order must be payable to New York Life Insurance and Annuity Corporation or NYLIAC. Upon request, we will give you a receipt, signed by our Agent, for any premium paid to us.

6.12 Is This Policy Subject To Conformity With Any Law?

This Policy is subject to all laws that apply. Any paid-up annuity, cash surrender or death benefits available under this Policy are not less than the minimum benefits required by any regulation or statute of the state in which this Policy is issued.

6.13 Are Dividends Payable Under This Policy?

This is a non-participating Policy. Therefore, no dividends are payable.

New York Life Insurance and Annuity Corporation

A Wholly-Owned Delaware Subsidiary of New York Life Insurance Company

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

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

Individual Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

[Annuitant - - John Doe**]**
[Policy Number - - 00 000 000**]**
[Policy Date - - April 1, 2011**]**

New York Life Insurance and Annuity Corporation

(A Delaware Corporation)

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

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

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

ANNUITY BENEFIT On the Annuity Commencement Date, the Accumulation Value will be applied to provide periodic Income Payments, as stated in the Annuity Benefit section.

DEATH BENEFIT If you die before the Annuity Commencement Date, we will pay death benefit proceeds to the Beneficiary upon our receipt of Proof of Death and all claim information.

SURRENDER CHARGES may be waived as described in this Policy.

Upon surrender, the amount received may be less than the Premium Payment. See Return of Premium Benefit section on the Policy Data Page for details.

RIGHT TO RETURN POLICY Please examine this Policy. Within 10 days (or longer if required by state law) after delivery, you can return it to the Corporation or to the agent through whom it was purchased, with a written request for a full refund of the premium. Upon receipt of this request, the Policy will be void from the start, and a full premium refund will be made.

REPORT TO OWNER At least once each Policy Year, New York Life Insurance and Annuity Corporation will provide a report in connection with this Policy. The report will tell you how much Accumulation Value there is as of the end of the reporting period. It will also give the Owner any other facts required by state law or regulations.

The Issue Date is shown on the Policy Data Page.

If you have questions or concerns about your Policy, please contact us at www.newyorklife.com or call us at [1-800-762-6212].

President

Secretary

[New York Life Secure Term Choice Fixed Annuity II]

Individual Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

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

New York Life Insurance and Annuity Corporation

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

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

POLICY DATA PAGE

Annuitant	--	[John Doe]	AGE: [35]	[MALE]
Policy Number	--	[00 000 000]		
Policy Date	--	[April 1, 2011]		
Owner	--	[John Doe]		
Plan	--	[Non-Qualified]		

Premium Payment:	$[5,000.00]
Initial Interest Rate Guarantee Period Ending On:	[March 31, 2016]
Renewal Interest Rate Guarantee Period:	[Annually]
Initial Interest Rate:	[2.0%] (Effective annual yield)
Guaranteed Minimum Interest Rate:	[1.0%] (Effective annual yield)
Nonforfeiture Rate:	[1.0%]

ANNUITY COMMENCEMENT DATE: [April 1, 2066]

SURRENDER CHARGES:

a) **SURRENDER CHARGE SCHEDULE**

POLICY YEAR	PERCENTAGE	POLICY YEAR	PERCENTAGE
[1	7%	4	6%
2	7%	5	5%
3	7%	6	0%]

b) **ANNUAL SURRENDER CHARGE FREE AMOUNT(S)**

Surrender Charges Are Applied as Follows:

If the Premium Payment is less than [$100,000], the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greater of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year [ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year), less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges.

If the Premium Payment is [$100,000] or more, the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greatest of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year [ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year), less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or C) that portion of the Accumulation Value that exceeds the Premium Payment made to this Policy.

[Return of Premium Benefit Effective Date: [April 1, 2013] **]**

RETURN OF PREMIUM BENEFIT[*]

[The Return of Premium Benefit provides that all or a portion of the Premium Payment may be refunded to you, subject to the conditions described below:

a) Prior to the Return of Premium Benefit Effective Date, Surrender Charges, if applicable, will be applied as described in Section 5.4 of this Policy. Upon surrender, the amount received may be less than the Premium Payment.

b) As of the Return of Premium Benefit Effective Date, this benefit will equal the Premium Payment, less any prior Partial Withdrawals, less any Surrender Charges that may have been assessed on those prior Partial Withdrawals.

   The maximum Surrender Charge on a Partial Withdrawal or a full surrender taken on or after the Return of Premium Benefit Effective Date will never exceed the total interest credited to the Policy.

   Surrender Charges may also be waived as described in Section 5.5 of this Policy.

Return of Premium Benefit Calculation Example

Using the Policy Value Assumptions below, the Return of Premium Benefit amount is determined as follows:

Policy Value Assumptions Summary:
Policy Date: January 1, 2012
Return of Premium Benefit Effective Date: January 1, 2014
$10,000 = Premium Payment
$3,000 = Total Partial Withdrawals prior to 2nd Policy Anniversary
$139.30 = Surrender Charge on Partial Withdrawals prior to 2nd Policy Anniversary

Return of Premium Benefit calculation as of January 1, 2014
$10,000 – [$3,000 + $139.30] = $6,860.70

Any Partial Withdrawal taken on or after the Return of Premium Benefit Effective Date reduces the remaining Return of Premium Benefit by the amount of the Partial Withdrawal (See End-of-Year calculations under 2nd Policy Anniversary).[**]

Policy Value Assumptions for Return of Premium Benefit Calculation Example Above (All assumptions are for illustration purposes only)

The Policy Values below assume that the Return of Premium Benefit Effective Date begins on the 2nd Policy Anniversary (two years after the Policy Date). Your Policy may have a different Return of Premium Benefit Effective Date than the date shown in this example.

Partial Withdrawals displayed occur on the Policy Anniversary (first day of the Policy Year). Surrenders occur on the last day of the Policy Year.

Policy Date: January 1, 2012
Premium Payment: $10,000
Return of Premium Effective Date: January 1, 2014
Current Interest Rate Credited: 1.0%
Surrender Charge Schedule: 7%, 7%, 7%, 6%, 5%, 4%, 3%
Surrender Charge-Free Percentage Each Policy Year: See Surrender Charge section of the Policy Data Page

January 1, 2012 (Policy Date)
Premium: $10,000
Return of Premium Benefit: N/A
Partial Withdrawal: None
Interest Credited in Policy Year: $100

End-of-Year Accumulation Value: $10,100
Surrender Charge for End-of-Year Surrender: $636.30
End-of-Year Surrender Value: $9,463.70 ($10,100 – $636.30)

January 1, 2013 (1st Policy Anniversary)
Starting Accumulation Value: $10,100
Return of Premium Benefit: N/A
Partial Withdrawal: $3,000
Surrender Charge on Partial Withdrawal: $139.30
Interest Credited in Policy Year: $69.61

End-of-Year Accumulation Value: $7,030.31
Surrender Charge for End-of-Year Surrender: $492.12
End-of-Year Surrender Value: $6,538.19 ($7,030.31 – $492.12)

January 1, 2014 (2nd Policy Anniversary) **(Return of Premium Benefit Effective Date)**
Starting Accumulation Value: $7,030.01
Return of Premium Benefit: $6,860.70 (See Return of Premium Benefit Calculation Above)
Partial Withdrawal: $5,000
Surrender Charge on Partial Withdrawal: $169.61 (limited to interest credited from Policy Date until day of withdrawal)
Interest Credited in Policy Year: $18.60

End-of-Year Accumulation Value: $1,879.30
Surrender Charge for End-of-Year Surrender: $131.51
Surrender Charge limit: $18.60 (interest credited)
Amount Paid Upon End-of-Year Surrender: $1,860.70 ($1,879.30 – $18.60)
[**] Return of Premium Benefit: $1,860.70 ($6,860.70 – $5,000) = Return of Premium Benefit – Partial Withdrawal**]**

[The Return of Premium Benefit provides that the Premium Payment is guaranteed to be refunded to you. Upon surrender of the Policy or on Partial Withdrawals, Surrender Charges, if any, will be waived to the extent that the amount of the Surrender Charge exceeds the interest credited to the Policy.

Surrender Charges may also be waived as described in Section 5.5 of this Policy.**]**

[[*]If this Policy is issued as a TSA/403(b) plan, the Return of Premium Benefit may be further reduced by an unpaid loan amount at the time of surrender.]

POLICY DATA PAGE
(Page 2 Cont'd.)

MINIMUMS

Minimum Partial Withdrawal Amount: $100.00

Minimum Accumulation Value that must be maintained in the Policy after a Partial Withdrawal: $2,000.00

ENHANCED DEATH BENEFIT:

Maximum Enhanced Death Benefit Rate:	100% of Adjusted Premium Payment
Guaranteed Enhanced Death Benefit Rate:	40% of Adjusted Accumulation Value

ISSUE DATE: [April 2, 2011]

We & You

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

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

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DEFINITIONS

These terms are capitalized when used throughout this Policy.

ACCUMULATION VALUE: The Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. This value will never be less than the Nonforfeiture Value.

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

ANNUITANT: The individual whose life will determine the Income Payments.

ANNUITY COMMENCEMENT DATE: The date on which Income Payments under this Policy are scheduled to begin. This date may not be earlier than the first Policy Anniversary.

BENEFICIARY: The person(s) or entity(ies) having the right to receive the death benefit as set forth in this Policy and who is the "designated Beneficiary" for purposes of Section 72 of the Internal Revenue Code.

GUARANTEED CASH SURRENDER VALUE: Prior to the Return of Premium Benefit Effective Date**,** the Guaranteed Cash Surrender Value is equal to the greater of:

a) the Accumulation Value, based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate as shown on the Policy Data Page, less any Surrender Charges that may apply; or
b) the Nonforfeiture Value.

After the Return of Premium Benefit Effective Date**,** the Guaranteed Cash Surrender Value is equal to the greatest of:

a) or b) above; or
c) the Return of Premium Benefit described on the Policy Data Page.

INCOME PAYMENTS: Periodic payments NYLIAC makes to the Payee, on or after the Annuity Commencement Date.

INTEREST RATE GUARANTEE PERIOD: The period during which the declared interest rate is guaranteed not to change.

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

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

NONFORFEITURE RATE: The Nonforfeiture Rate, as shown on the Policy Data Page, is equal to the lesser of:

a) 3.00%; and
b) a rate that is not less than 1.00% and determined by using the six-month average of the five-year Constant Maturity Treasury Rate reported by the Federal Reserve for December through May (for period beginning July 1) and June through November (for period beginning January 1), rounded to the nearest .05%, minus 1.25%.

NONFORFEITURE VALUE: The Nonforfeiture Value is equal to 87.50% of the Premium Payment accumulated at the Nonforfeiture Rate since the Policy Date, minus any amounts withdrawn, accumulated at the Nonforfeiture Rate since the date of withdrawal.

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

OWNER: ("you, your") The person(s) or entity(ies) designated as the Owner of this Policy or as subsequently changed, and upon whose death prior to the Annuity Commencement Date benefits under the Policy may be paid. If NYLIAC issues a jointly owned Policy, ownership rights and privileges under this Policy must be exercised jointly and death benefits payable under this Policy before the Annuity Commencement Date will be paid upon the death of any joint Owner.

PARTIAL WITHDRAWAL: Any part of the Accumulation Value paid to you, at your request, in accordance with the terms of this Policy.

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

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

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

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

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

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

PREMIUM PAYMENT: The amount paid to the Corporation as consideration for the benefits provided by this Policy.

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

QUALIFIED PLAN: A retirement plan under the Internal Revenue Code of 1986, as amended, including Sections 401(a), 403(b), 408, 408(A) and 457(b).

REQUIRED MINIMUM DISTRIBUTION (RMD) AUTOMATED OPTION: The calculation and automatic processing of the Required Minimum Distribution (RMD) under certain Qualified Plans pursuant to IRC Section 401(a)(9) on a scheduled interval (monthly, quarterly, semi-annually, or annually). RMD is the minimum amount that the IRS requires the owners of certain Qualified Plans to withdraw each year generally beginning no later than April 1 of the calendar year following the calendar year in which the Owner attains age 70½.

SURRENDER CHARGE: An amount charged by the Corporation during the Surrender Charge period as shown under the Surrender Charge schedule on the Policy Data Page, and occurring when a Partial Withdrawal of the Accumulation Value is made or when the Policy is surrendered for its Accumulation Value.

SECTION ONE - ANNUITY BENEFIT

1.1 When Will Income Payments Begin?

Income Payments are scheduled to begin on the Annuity Commencement Date shown on the Policy Data Page or as changed in accordance with Section 1.2, provided this Policy is in force on that date. Income Payments will be made to the Payee each month. However, once Income Payments begin, the Income Payment option may not be changed. If the Accumulation Value of this Policy is an amount that would provide Income Payments of less than $20 a month on the Annuity Commencement Date, we will pay you the Accumulation Value in a single sum.

1.2 May The Annuity Commencement Date Be Changed?

If we agree, the Annuity Commencement Date shown on the Policy Data Page may be changed to an earlier date not before the first Policy Anniversary or deferred to a later date. If you wish to change the date, you must notify us in writing at least one month before the Annuity Commencement Date. The Annuitant's Age on the Annuity Commencement Date may not be greater than the Age as required by the laws of the state in which this Policy was issued.

1.3 How Are Income Payment Amounts Determined?

We will determine the amount of each monthly Income Payment on the Annuity Commencement Date. We do this by applying the total Accumulation Value of the Policy, less any state premium tax that may be payable as provided in Section 5.6, to the Income Payment rate in effect on the Annuity Commencement Date. Income Payment rates are based on the adjusted Age and sex of the Annuitant. To find the adjusted Age in the year the first payment is due, we first set the Annuitant's Age to be the lesser of Age 100 or their Age at the time of the first payment, and then adjust it according to the following table:

2011-2019	2020-2028	2029-2038	2039&later
0	-1	-2	-3

The amount of each monthly Income Payment will not be less than an amount based on the corresponding rate shown in the Life Income – Guaranteed Period Payment Table. These minimum amounts are ten-year certain and life amounts based on the Annuity 2000 Mortality Table with Projection Scale G applied for fifteen years static and generationally thereafter, and with interest compounded each year at one percent (1.0%).

When asked, we will state in writing what the minimum amount of each monthly Income Payment would be under this provision.

LIFE INCOME-GUARANTEED PERIOD PAYMENT TABLE

Minimum Monthly Payment Guaranteed for 10 years per $1,000 of Proceeds

Adjusted Age	Male	Female	Adjusted Age	Male	Female
60	$3.39	$3.08	81	$6.65	$6.28
61	3.49	3.16	82	6.84	6.51
62	3.59	3.25	83	7.03	6.72
63	3.70	3.35	84	7.21	6.94
64	3.81	3.45	85	7.39	7.15
65	3.94	3.55	86	7.56	7.35
66	4.06	3.67	87	7.73	7.54
67	4.20	3.79	88	7.88	7.72
68	4.34	3.91	89	8.02	7.89
69	4.49	4.05	90	8.16	8.04
70	4.64	4.19	91	8.28	8.18
71	4.80	4.34	92	8.38	8.30
72	4.96	4.50	93	8.47	8.41
73	5.13	4.67	94	8.54	8.50
74	5.31	4.85	95	8.60	8.57
75	5.49	5.03	96	8.65	8.62
76	5.67	5.22	97	8.69	8.67
77	5.86	5.43	98	8.71	8.70
78	6.06	5.63	99	8.73	8.72
79	6.25	5.85	100	8.74	8.74
80	6.45	6.06			

1.4 How Are Income Payments Made?

We may require proof of the Annuitant's birth date before Income Payments begin. Under the Life Income-Guaranteed Period option, we will make equal payments to the Payee each month during the lifetime of the Annuitant. Income Payments do not change and are guaranteed for a period of 10 years (120 monthly payments) even if the Annuitant dies sooner. We may require proof of the Annuitant's survival as a condition for Income Payments beyond the guaranteed period.

1.5 Are There Other Methods Of Income Payments?

If we agree, you may elect, on or before the Annuity Commencement Date, to have the Accumulation Value placed under some other Income Payment option.

SECTION TWO - OWNER, ANNUITANT, BENEFICIARY

2.1 What Are The Rights Of Ownership?

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

2.2 May The Owner Be Different From The Annuitant?

The Owner of this Policy may be different from the Annuitant, but unless it is indicated on the Policy Data Page or ownership is subsequently changed, you are the Annuitant and the Owner of this Policy. However, the Annuitant and Owner must generally be the same individual for Policies issued in connection with Qualified Plans.

2.3 How Do You Change The Owner Of This Policy?

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

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

2.4 May More Than One Beneficiary Be Named?

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

2.5 How Do You Change A Beneficiary Of This Policy?

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

2.6 What Happens If The Annuitant Dies Before The Annuity Commencement Date?

If the Annuitant is not the Owner and the Annuitant dies before the Annuity Commencement Date, when we receive Proof of Death, you will become the Annuitant of this Policy. If this Policy is jointly owned, the first Owner named will become the Annuitant. If the Owner is a grantor trust for federal income tax purposes and the grantor(s) is a natural person, the Policy will be treated as owned by a natural person and the first named living grantor will become the new Annuitant.

If the Owner is not a natural person, upon the death of the Annuitant, the Policy will end and we will pay the death benefit to the Beneficiary(ies) as provided in Section 2.11. The death benefit is an amount equal to the Accumulation Value of this Policy as of the date of the Annuitant's or grantor's death, as applicable. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11.

2.7 What Happens If The Annuitant Dies After The Annuity Commencement Date?

If the Annuitant dies after the Annuity Commencement Date, but before the end of the guaranteed period of the Income Payments, we will then make the Income Payments to the Beneficiary for the remainder of the Income Payment period, even if the Payee is alive. If the Annuitant dies after the end of the guaranteed period of the Income Payments, no amount will be payable to the Payee or any Beneficiary.

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

If you die before the Annuity Commencement Date, the Policy will end. When we receive Proof of Death, we will pay the Beneficiary(ies) the death benefit, which is an amount equal to the Accumulation Value of this Policy as of the date of death. If this Policy is jointly owned, this provision will apply at the death of either Owner. If the Owner is a grantor trust and a grantor is a natural person, upon the death of a

grantor, the Policy will end and we will pay the death benefit. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11. However, if your surviving spouse is the sole primary Beneficiary, your spouse may elect, in writing, to continue the Policy as the new Owner, as provided in Section 2.14, subject to certain Qualified Plan limitations. If the Owner is not a natural person or is a grantor trust, see Section 2.6.

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

Unless you provide otherwise, if you die after the Annuity Commencement Date and before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period. If this Policy is jointly owned, the surviving Owner will become the sole Owner, and Income Payments will be made to the surviving Owner for the remainder of the Income Payment period. If the surviving Owner dies before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period.

2.10 When Will We Process A Request For Payment Of The Death Benefit?

Claim information must be submitted for each Beneficiary. Upon receiving Proof of Death and all claim information from a Beneficiary, we will pay to that Beneficiary his/her share of any amount of the death benefit. These proceeds bear interest computed daily from the date of death to the date of payment. We set this interest rate each year. This rate will not be less than the rate required by law.

2.11 Does A Beneficiary Have To Accept The Death Benefit Of This Policy At Your Death?

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

2.12 What Happens If A Beneficiary Who Is Receiving Income Payments Dies?

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

2.13 What Happens If No Beneficiary Survives You?

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

2.14 What Happens If Your Spouse Is The Beneficiary?

If your spouse is the sole primary Beneficiary and you die before the Annuity Commencement Date, this Policy may be continued with your spouse as the new Owner. If you are also the Annuitant, your spouse will become the new Annuitant. If your spouse chooses to continue the Policy, no death benefit proceeds will be paid as a consequence of your death.

SECTION THREE - PREMIUM PAYMENTS

3.1 What Is The Premium Payment?

An amount paid to the Corporation as consideration for the benefits provided by this Policy. The Premium Payment for this Policy is shown on the Policy Data Page. This payment must be made while the Owner and Annuitant are living.

3.2 Can Additional Premium Payments Be Made?

Generally, additional Premium Payments are not allowed for this Policy.

3.3 When Is A Premium Payment Credited To The Policy?

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

SECTION FOUR - INTEREST CREDITING AND ACCUMULATION VALUE

4.1 How Is The Interest Credited To This Policy?

The initial Interest Rate Guarantee Period starts on the Policy Date and ends at the close of the initial Interest Rate Guarantee Period as shown on the Policy Data Page. The initial interest rate will be the rate that we declare in advance and is in effect for the initial Interest Rate Guarantee Period. Each renewal Interest Rate Guarantee Period will be for the duration shown on the Policy Data Page. The renewal interest rate will be the rate we declare in advance and is in effect for the renewal Interest Rate Guarantee Period. Interest is compounded daily at an effective annual yield. We credit interest to this Policy daily. The rate credited will never be less than the guaranteed minimum interest rate shown on the Policy Data Page.

4.2 How Is The Accumulation Value Calculated?

On any day, on or before the Annuity Commencement Date, the Accumulation Value of this Policy is defined as the Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. The instances in which Surrender Charges will be assessed are explained in Section Five. Upon your request, we will inform you of the amount of Accumulation Value in this Policy.

4.3 How Is The Guaranteed Accumulation Value Calculated?

The guaranteed Accumulation Value in this Policy is based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate, as shown on the Policy Data Page. This value will never be less than the Nonforfeiture Value.

SECTION FIVE - WITHDRAWALS, CHARGES, DEDUCTIONS

5.1 Can You Make Partial Withdrawals From This Policy?

Provided this Policy has sufficient Accumulation Value, as shown on the Policy Data Page, you may request a Partial Withdrawal. The minimum amount you may withdraw is also shown on the Policy Data Page. If the amount of the Partial Withdrawal requested, together with any Surrender Charge that may apply, exceeds the Accumulation Value, we will pay you the Accumulation Value less any applicable Surrender Charge. We must receive your written request for a Partial Withdrawal at least thirty (30) days before the Annuity Commencement Date.

5.2 Can You Surrender This Policy?

You may surrender the Policy at any time before the Annuity Commencement Date for the Accumulation Value less any Surrender Charges that may apply. In no event will you receive less than the Guaranteed Cash Surrender Value.

5.3 May We Defer A Partial Withdrawal Or Surrender Payment?

When not prohibited by the laws of the state in which this Policy is issued, we may defer payment of any Partial Withdrawal or surrender payment request for up to six (6) months from the Partial Withdrawal or surrender request date after making a written request and receiving written approval from the insurance commissioner of the state in which this Policy is issued. Interest will be paid on any amount deferred for thirty (30) days or more. If payments are deferred, we will pay interest at the rate specified by the Insurance Department of the state where your Policy was issued, from the time of the Partial Withdrawal or surrender request. This rate will be at least one percent (1.0%) per year.

5.4 Are Surrender Charges Applied To This Policy?

During the Surrender Charge period, as shown under the Surrender Charge schedule on the Policy Data Page, a Surrender Charge may be applied each time a Partial Withdrawal is made, or when the Policy is surrendered for its Accumulation Value. The Surrender Charge, if any, will be a percentage, as shown on the Policy Data Page, of the amount of the Accumulation Value withdrawn or surrendered. The Surrender Charge will apply only if the amount withdrawn or surrendered exceeds the amount described under the Annual Surrender Charge Free Amount(s) section on the Policy Data Page.

5.5 Are Surrender Charges Ever Waived?

Surrender Charges will be waived:

a) when proceeds are paid on the death of the Owner, or of the Annuitant if the Owner is not a natural person; or

b) for any Required Minimum Distribution (RMD), as calculated by us, from the Accumulation Value of this Policy withdrawn under the RMD Automated option. However, if, in addition to any RMD withdrawals, Partial Withdrawals are made from this Policy during a Policy Year, all such withdrawals will be combined and a Surrender Charge will apply to that portion of the withdrawals that exceeds the greater of the calculated RMD amount, and the

amount as explained in Section 5.4 and on the Policy Data Page; or

c) on amounts placed under the Life Income - Guaranteed Period option; or

d) under conditions specified in any riders or endorsements attached to and made a part of this Policy; or

e) upon surrender of the Policy or a Partial Withdrawal as shown in the Return of Premium Benefit section on the Policy Data Page; or

f) if we terminate this Policy as explained in Section 5.7.

5.6 Are State Premium Taxes Deducted From Your Policy?

If we are required by state law to pay state premium taxes for your Policy, the amount of the state premium tax will be deducted from the Accumulation Value of your Policy on the earliest of:

a) the date the Policy is surrendered; or

b) the Annuity Commencement Date, before the Accumulation Value is placed under an Income Payment option; or

c) the date we terminate this Policy in accordance with Section 5.7.

However, the amount of the state premium tax will not be deducted from the Accumulation Value, if the Accumulation Value is paid as a death benefit.

5.7 May The Corporation Terminate This Policy?

It may happen that a requested Partial Withdrawal together with any Surrender Charges would reduce the Accumulation Value to an amount that would provide Income Payments of less than $20 a month on the Annuity Commencement Date. If so, we have the right, subject to any applicable state law or regulation, to terminate this Policy and pay you the Accumulation Value in a single sum.

SECTION SIX - GENERAL PROVISIONS

6.1 What Constitutes The Entire Contract?

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

6.2 How Important Is The Information You Provided For This Policy?

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

6.3 Will We Be Able To Contest This Policy?

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

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

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

6.5 How Is A Person's Age Calculated For The Purpose Of This Policy?

In this Policy when we refer to a person's Age on any date, we mean his or her Age attained at his or her last birthday.

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

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

6.7 May You Assign This Policy?

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

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

6.8 How Do You Assign This Policy?

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

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

An assignee may not change the Owner, the Annuitant, or the Beneficiary. The assignee may not elect an alternate Income Payment option. Any amount payable to the assignee will be paid in a single sum.

6.10 Are The Payments Made Under This Policy Protected Against Creditors?

Except as stated in Section 6.7, payments we make under this Policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditors.

6.11 How Should A Premium Payment For This Policy Be Made?

Any Premium Payment made to us by check or money order must be payable to New York Life Insurance and Annuity Corporation or NYLIAC. Upon request, we will give you a receipt, signed by our Agent, for any premium paid to us.

6.12 Is This Policy Subject To Conformity With Any Law?

This Policy is subject to all laws that apply. Any paid-up annuity, cash surrender or death benefits available under this Policy are not less than the minimum benefits required by any regulation or statute of the state in which this Policy is issued.

6.13 Are Dividends Payable Under This Policy?

This is a non-participating Policy. Therefore, no dividends are payable.

New York Life Insurance and Annuity Corporation

A Wholly-Owned Delaware Subsidiary of New York Life Insurance Company

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

Executive Office – [51 Madison Avenue
New York, NY10010]

Individual Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

[Annuitant - - John Doe**]**
[Policy Number - - 00 000 000**]**
[Policy Date - - April 1, 2011**]**

New York Life Insurance and Annuity Corporation

(A Delaware Corporation)

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

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

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

ANNUITY BENEFIT On the Annuity Commencement Date, the Accumulation Value will be applied to provide periodic Income Payments, as stated in the Annuity Benefit section.

DEATH BENEFIT If you die before the Annuity Commencement Date, we will pay death benefit proceeds to the Beneficiary upon our receipt of Proof of Death and all claim information.

SURRENDER CHARGES may be waived as described in this Policy.

Upon surrender, the amount received may be less than the Premium Payment. See Return of Premium Benefit section on the Policy Data Page for details.

RIGHT TO RETURN POLICY Please examine this Policy. Within 10 days (or longer if required by state law) after delivery, you can return it to the Corporation or to the agent through whom it was purchased, with a written request for a full refund of the premium. Upon receipt of this request, the Policy will be void from the start, and a full premium refund will be made.

REPORT TO OWNER At least once each Policy Year, New York Life Insurance and Annuity Corporation will provide a report in connection with this Policy. The report will tell you how much Accumulation Value there is as of the end of the reporting period. It will also give the Owner any other facts required by state law or regulations.

The Issue Date is shown on the Policy Data Page.

If you have questions or concerns about your Policy, please contact us at www.newyorklife.com or call us at [1-800-762-6212].

President

Secretary

[New York Life Secure Term Choice Fixed Annuity III]

Individual Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

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

New York Life Insurance and Annuity Corporation

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

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

POLICY DATA PAGE

Annuitant	--	[John Doe]	AGE: [35]	[MALE]
Policy Number	--	[00 000 000]		
Policy Date	--	[April 1, 2011]		
Owner	--	[John Doe]		
Plan	--	[Non-Qualified]		

Premium Payment:	$[5,000.00]
Initial Interest Rate Guarantee Period Ending On:	[March 31, 2016]
Renewal Interest Rate Guarantee Period:	[Annually]
Initial Interest Rate:	[2.0%] (Effective annual yield)
Guaranteed Minimum Interest Rate:	[1.0%] (Effective annual yield)
Nonforfeiture Rate:	[1.0%]

ANNUITY COMMENCEMENT DATE: [April 1, 2071]

SURRENDER CHARGES:

a) **SURRENDER CHARGE SCHEDULE**

POLICY YEAR	PERCENTAGE	POLICY YEAR	PERCENTAGE
[1	7%	4	6%
2	7%	5	5%
3	7%	6	0%]

b) **ANNUAL SURRENDER CHARGE FREE AMOUNT(S)**

Surrender Charges Are Applied as Follows:

If the Premium Payment is less than [$100,000], the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greater of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year [ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year), less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges.

If the Premium Payment is [$100,000] or more, the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greatest of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year [ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year), less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or C) that portion of the Accumulation Value that exceeds the Premium Payment made to this Policy.

[Return of Premium Benefit Effective Date: [April 1, 2013] **]**

RETURN OF PREMIUM BENEFIT[*]

[The Return of Premium Benefit provides that all or a portion of the Premium Payment may be refunded to you, subject to the conditions described below:

a) Prior to the Return of Premium Benefit Effective Date, Surrender Charges, if applicable, will be applied as described in Section 5.4 of this Policy. Upon surrender, the amount received may be less than the Premium Payment.

b) As of the Return of Premium Benefit Effective Date, this benefit will equal the Premium Payment, less any prior Partial Withdrawals, less any Surrender Charges that may have been assessed on those prior Partial Withdrawals.

   The maximum Surrender Charge on a Partial Withdrawal or a full surrender taken on or after the Return of Premium Benefit Effective Date will never exceed the total interest credited to the Policy.

   Surrender Charges may also be waived as described in Section 5.5 of this Policy.

Return of Premium Benefit Calculation Example

Using the Policy Value Assumptions below, the Return of Premium Benefit amount is determined as follows:

Policy Value Assumptions Summary:
Policy Date: January 1, 2012
Return of Premium Benefit Effective Date: January 1, 2014
$10,000 = Premium Payment
$3,000 = Total Partial Withdrawals prior to 2nd Policy Anniversary
$139.30 = Surrender Charge on Partial Withdrawals prior to 2nd Policy Anniversary

Return of Premium Benefit calculation as of January 1, 2014
$10,000 – [$3,000 + $139.30] = $6,860.70

Any Partial Withdrawal taken on or after the Return of Premium Benefit Effective Date reduces the remaining Return of Premium Benefit by the amount of the Partial Withdrawal (See End-of-Year calculations under 2nd Policy Anniversary).[**]

Policy Value Assumptions for Return of Premium Benefit Calculation Example Above (All assumptions are for illustration purposes only)

The Policy Values below assume that the Return of Premium Benefit Effective Date begins on the 2nd Policy Anniversary (two years after the Policy Date). Your Policy may have a different Return of Premium Benefit Effective Date than the date shown in this example.

Partial Withdrawals displayed occur on the Policy Anniversary (first day of the Policy Year). Surrenders occur on the last day of the Policy Year.

POLICY DATA PAGE
(Page 2 Cont'd.)

Policy Date: January 1, 2012
Premium Payment: $10,000
Return of Premium Effective Date: January 1, 2014
Current Interest Rate Credited: 1.0%
Surrender Charge Schedule: 7%, 7%, 7%, 6%, 5%, 4%, 3%
Surrender Charge-Free Percentage Each Policy Year: See Surrender Charge section of the Policy Data Page

January 1, 2012 (Policy Date)
Premium: $10,000
Return of Premium Benefit: N/A
Partial Withdrawal: None
Interest Credited in Policy Year: $100

End-of-Year Accumulation Value: $10,100
Surrender Charge for End-of-Year Surrender: $636.30
End-of-Year Surrender Value: $9,463.70 ($10,100 – $636.30)

January 1, 2013 (1st Policy Anniversary)
Starting Accumulation Value: $10,100
Return of Premium Benefit: N/A
Partial Withdrawal: $3,000
Surrender Charge on Partial Withdrawal: $139.30
Interest Credited in Policy Year: $69.61

End-of-Year Accumulation Value: $7,030.31
Surrender Charge for End-of-Year Surrender: $492.12
End-of-Year Surrender Value: $6,538.19 ($7,030.31 – $492.12)

January 1, 2014 (2nd Policy Anniversary) **(Return of Premium Benefit Effective Date)**
Starting Accumulation Value: $7,030.01
Return of Premium Benefit: $6,860.70 (See Return of Premium Benefit Calculation Above)
Partial Withdrawal: $5,000
Surrender Charge on Partial Withdrawal: $169.61 (limited to interest credited from Policy Date until day of withdrawal)
Interest Credited in Policy Year: $18.60

End-of-Year Accumulation Value: $1,879.30
Surrender Charge for End-of-Year Surrender: $131.51
Surrender Charge limit: $18.60 (interest credited)
Amount Paid Upon End-of-Year Surrender: $1,860.70 ($1,879.30 – $18.60)
[**}Return of Premium Benefit: $1,860.70 ($6,860.70 – $5,000) = Return of Premium Benefit – Partial Withdrawal**]**

[The Return of Premium Benefit provides that the Premium Payment is guaranteed to be refunded to you. Upon surrender of the Policy or on Partial Withdrawals, Surrender Charges, if any, will be waived to the extent that the amount of the Surrender Charge exceeds the interest credited to the Policy.

Surrender Charges may also be waived as described in Section 5.5 of this Policy.**]**

[[*]If this Policy is issued as a TSA/403(b) plan, the Return of Premium Benefit may be further reduced by an unpaid loan amount at the time of surrender.]

MINIMUMS

Minimum Partial Withdrawal Amount: $100.00

Minimum Accumulation Value that must be maintained in the Policy after a Partial Withdrawal: $2,000.00

ENHANCED DEATH BENEFIT:

Maximum Enhanced Death Benefit Rate:	100% of Adjusted Premium Payment
Guaranteed Enhanced Death Benefit Rate:	40% of Adjusted Accumulation Value

ISSUE DATE: [April 2, 2011]

We & You

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

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

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DEFINITIONS

These terms are capitalized when used throughout this Policy.

ACCUMULATION VALUE: The Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. This value will never be less than the Nonforfeiture Value.

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

ANNUITANT: The individual whose life will determine the Income Payments.

ANNUITY COMMENCEMENT DATE: The date on which Income Payments under this Policy are scheduled to begin. This date may not be earlier than the first Policy Anniversary or later than the date on which the Annuitant becomes Age 95.

BENEFICIARY: The person(s) or entity(ies) having the right to receive the death benefit as set forth in this Policy and who is the "designated Beneficiary" for purposes of Section 72 of the Internal Revenue Code.

GUARANTEED CASH SURRENDER VALUE: Prior to the Return of Premium Benefit Effective Date**,** the Guaranteed Cash Surrender Value is equal to the greater of:

a) the Accumulation Value, based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate as shown on the Policy Data Page, less any Surrender Charges that may apply; or
b) the Nonforfeiture Value.

After the Return of Premium Benefit Effective Date**,** the Guaranteed Cash Surrender Value is equal to the greatest of:

a) or b) above; or
c) the Return of Premium Benefit described on the Policy Data Page.

INCOME PAYMENTS: Periodic payments NYLIAC makes to the Payee, on or after the Annuity Commencement Date.

INTEREST RATE GUARANTEE PERIOD: The period during which the declared interest rate is guaranteed not to change.

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

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

NONFORFEITURE RATE: The Nonforfeiture Rate, as shown on the Policy Data Page, is equal to the lesser of:

a) 3.00%; and
b) a rate that is not less than 1.00% and determined by using the six-month average of the five-year Constant Maturity Treasury Rate reported by the Federal Reserve for December through May (for period beginning July 1) and June through November (for period beginning January 1), rounded to the nearest .05%, minus 1.25%.

NONFORFEITURE VALUE: The Nonforfeiture Value is equal to 87.50% of the Premium Payment accumulated at the Nonforfeiture Rate since the Policy Date, minus any amounts withdrawn, accumulated at the Nonforfeiture Rate since the date of withdrawal.

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

OWNER: ("you, your") The person(s) or entity(ies) designated as the Owner of this Policy or as subsequently changed, and upon whose death prior to the Annuity Commencement Date benefits under the Policy may be paid. If NYLIAC issues a jointly owned Policy, ownership rights and privileges under this Policy must be exercised jointly and death benefits payable under this Policy before the Annuity Commencement Date will be paid upon the death of any joint Owner.

PARTIAL WITHDRAWAL: Any part of the Accumulation Value paid to you, at your request, in accordance with the terms of this Policy.

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

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

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

POLICY DATA PAGE: Page 2 of the Policy, containing the Policy specifications.
POLICY DATE: The date the Policy is executed and from which Policy Years, Policy months and Policy Anniversaries are measured. It is shown on the Policy Data Page.

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

PREMIUM PAYMENT: The amount paid to the Corporation as consideration for the benefits provided by this Policy.

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

QUALIFIED PLAN: A retirement plan under the Internal Revenue Code of 1986, as amended, including Sections 401(a), 403(b), 408, 408(A) and 457(b).

REQUIRED MINIMUM DISTRIBUTION (RMD) AUTOMATED OPTION: The calculation and automatic processing of the Required Minimum Distribution (RMD) under certain Qualified Plans pursuant to IRC Section 401(a)(9) on a scheduled interval (monthly, quarterly, semi-annually, or annually). RMD is the minimum amount that the IRS requires the owners of certain Qualified Plans to withdraw each year generally beginning no later than April 1 of the calendar year following the calendar year in which the Owner attains age 70½.

SURRENDER CHARGE: An amount charged by the Corporation during the Surrender Charge period as shown under the Surrender Charge schedule on the Policy Data Page, and occurring when a Partial Withdrawal of the Accumulation Value is made or when the Policy is surrendered for its Accumulation Value.

SECTION ONE - ANNUITY BENEFIT

1.1 When Will Income Payments Begin?

Income Payments are scheduled to begin on the Annuity Commencement Date shown on the Policy Data Page or as changed in accordance with Section 1.2, provided this Policy is in force on that date. Income Payments will be made to the Payee each month. However, once Income Payments begin, the Income Payment option may not be changed. If the Accumulation Value of this Policy is an amount that would provide Income Payments of less than $20 a month on the Annuity Commencement Date, we will pay you the Accumulation Value in a single sum.

1.2 May The Annuity Commencement Date Be Changed?

If we agree, the Annuity Commencement Date shown on the Policy Data Page may be changed to an earlier date not before the first Policy Anniversary or deferred to a later date, but not later than the date on which the Annuitant becomes Age 95. If you wish to change the date, you must notify us in writing at least one month before the Annuity Commencement Date. The Annuitant's Age on the Annuity Commencement Date may not be greater than the Age as required by the laws of the state in which this Policy was issued.

1.3 How Are Income Payment Amounts Determined?

We will determine the amount of each monthly Income Payment on the Annuity Commencement Date. We do this by applying the total Accumulation Value of the Policy, less any state premium tax that may be payable as provided in Section 5.6, to the Income Payment rate in effect on the Annuity Commencement Date. Income Payment rates are based on the adjusted Age and sex of the Annuitant. To find the adjusted Age in the year the first payment is due, we first set the Annuitant's Age to be the lesser of Age 95 or their Age at the time of the first payment, and then adjust it according to the following table:

2011-2019	2020-2028	2029-2038	2039&later
0	-1	-2	-3

The amount of each monthly Income Payment will not be less than an amount based on the corresponding rate shown in the Life Income – Guaranteed Period Payment Table. These minimum amounts are ten-year certain and life amounts based on the Annuity 2000 Mortality Table with Projection Scale G applied for fifteen years static and generationally thereafter, and with interest compounded each year at one percent (1.0%).

When asked, we will state in writing what the minimum amount of each monthly Income Payment would be under this provision.

LIFE INCOME-GUARANTEED PERIOD PAYMENT TABLE

Minimum Monthly Payment Guaranteed for 10 years per $1,000 of Proceeds

Adjusted Age	Male	Female	Adjusted Age	Male	Female
60	$3.39	$3.08	81	$6.65	$6.28
61	3.49	3.16	82	6.84	6.51
62	3.59	3.25	83	7.03	6.72
63	3.70	3.35	84	7.21	6.94
64	3.81	3.45	85	7.39	7.15
65	3.94	3.55	86	7.56	7.35
66	4.06	3.67	87	7.73	7.54
67	4.20	3.79	88	7.88	7.72
68	4.34	3.91	89	8.02	7.89
69	4.49	4.05	90	8.16	8.04
70	4.64	4.19	91	8.28	8.18
71	4.80	4.34	92	8.38	8.30
72	4.96	4.50	93	8.47	8.41
73	5.13	4.67	94	8.54	8.50
74	5.31	4.85	95	8.60	8.57
75	5.49	5.03			
76	5.67	5.22			
77	5.86	5.43			
78	6.06	5.63			
79	6.25	5.85			
80	6.45	6.06			

1.4 How Are Income Payments Made?

We may require proof of the Annuitant's birth date before Income Payments begin. Under the Life Income-Guaranteed Period option, we will make equal payments to the Payee each month during the lifetime of the Annuitant. Income Payments do not change and are guaranteed for a period of 10 years (120 monthly payments) even if the Annuitant dies sooner. We may require proof of the Annuitant's survival as a condition for Income Payments beyond the guaranteed period.

1.5 Are There Other Methods Of Income Payments?

If we agree, you may elect, on or before the Annuity Commencement Date, to have the Accumulation Value placed under some other Income Payment option.

SECTION TWO - OWNER, ANNUITANT, BENEFICIARY

2.1 What Are The Rights Of Ownership?

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

2.2 May The Owner Be Different From The Annuitant?

The Owner of this Policy may be different from the Annuitant, but unless it is indicated on the Policy Data Page or ownership is subsequently changed, you are the Annuitant and the Owner of this Policy. However, the Annuitant and Owner must generally be the same individual for Policies issued in connection with Qualified Plans.

2.3 How Do You Change The Owner Of This Policy?

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

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

2.4 May More Than One Beneficiary Be Named?

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

2.5 How Do You Change A Beneficiary Of This Policy?

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

2.6 What Happens If The Annuitant Dies Before The Annuity Commencement Date?

If the Annuitant is not the Owner and the Annuitant dies before the Annuity Commencement Date, when we receive Proof of Death, you will become the Annuitant of this Policy. If this Policy is jointly owned, the first Owner named will become the Annuitant. If the Owner is a grantor trust for federal income tax purposes and the grantor(s) is a natural person, the Policy will be treated as owned by a natural person and the first named living grantor will become the new Annuitant.

If the Owner is not a natural person, upon the death of the Annuitant, the Policy will end and we will pay the death benefit to the Beneficiary(ies) as provided in Section 2.11. The death benefit is an amount equal to the Accumulation Value of this Policy as of the date of the Annuitant's or grantor's death, as applicable. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11.

2.7 What Happens If The Annuitant Dies After The Annuity Commencement Date?

If the Annuitant dies after the Annuity Commencement Date, but before the end of the guaranteed period of the Income Payments, we will then make the Income Payments to the Beneficiary for the remainder of the Income Payment period, even if the Payee is alive. If the Annuitant dies after the end of the guaranteed period of the Income Payments, no amount will be payable to the Payee or any Beneficiary.

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

If you die before the Annuity Commencement Date, the Policy will end. When we receive Proof of Death, we will pay the Beneficiary(ies) the death benefit, which is an amount equal to the Accumulation Value of this Policy as of the date of death. If this Policy is jointly owned, this provision will apply at the death of either Owner. If the Owner is a grantor trust and a grantor is a natural person, upon the death of a

grantor, the Policy will end and we will pay the death benefit. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11. However, if your surviving spouse is the sole primary Beneficiary, your spouse may elect, in writing, to continue the Policy as the new Owner, as provided in Section 2.14, subject to certain Qualified Plan limitations. If the Owner is not a natural person or is a grantor trust, see Section 2.6.

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

Unless you provide otherwise, if you die after the Annuity Commencement Date and before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period. If this Policy is jointly owned, the surviving Owner will become the sole Owner, and Income Payments will be made to the surviving Owner for the remainder of the Income Payment period. If the surviving Owner dies before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period.

2.10 When Will We Process A Request For Payment Of The Death Benefit?

Claim information must be submitted for each Beneficiary. Upon receiving Proof of Death and all claim information from a Beneficiary, we will pay to that Beneficiary his/her share of any amount of the death benefit. These proceeds bear interest computed daily from the date of death to the date of payment. We set this interest rate each year. This rate will not be less than the rate required by law.

2.11 Does A Beneficiary Have To Accept The Death Benefit Of This Policy At Your Death?

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

2.12 What Happens If A Beneficiary Who Is Receiving Income Payments Dies?

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

2.13 What Happens If No Beneficiary Survives You?

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

2.14 What Happens If Your Spouse Is The Beneficiary?

If your spouse is the sole primary Beneficiary and you die before the Annuity Commencement Date, this Policy may be continued with your spouse as the new Owner. If you are also the Annuitant, your spouse will become the new Annuitant. If your spouse chooses to continue the Policy, no death benefit proceeds will be paid as a consequence of your death.

SECTION THREE - PREMIUM PAYMENTS

3.1 What Is The Premium Payment?

An amount paid to the Corporation as consideration for the benefits provided by this Policy. The Premium Payment for this Policy is shown on the Policy Data Page. This payment must be made while the Owner and Annuitant are living.

3.2 Can Additional Premium Payments Be Made?

Generally, additional Premium Payments are not allowed for this Policy.

3.3 When Is A Premium Payment Credited To The Policy?

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

SECTION FOUR - INTEREST CREDITING AND ACCUMULATION VALUE

4.1 How Is The Interest Credited To This Policy?

The initial Interest Rate Guarantee Period starts on the Policy Date and ends at the close of the initial Interest Rate Guarantee Period as shown on the Policy Data Page. The initial interest rate will be the rate that we declare in advance and is in effect for the initial Interest Rate Guarantee Period. Each renewal Interest Rate Guarantee Period will be for the duration shown on the Policy Data Page. The renewal interest rate will be the rate we declare in advance and is in effect for the renewal Interest Rate Guarantee Period. Interest is compounded daily at an effective annual yield. We credit interest to this Policy daily. The rate credited will never be less than the guaranteed minimum interest rate shown on the Policy Data Page.

4.2 How Is The Accumulation Value Calculated?

On any day, on or before the Annuity Commencement Date, the Accumulation Value of this Policy is defined as the Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. The instances in which Surrender Charges will be assessed are explained in Section Five. Upon your request, we will inform you of the amount of Accumulation Value in this Policy.

4.3 How Is The Guaranteed Accumulation Value Calculated?

The guaranteed Accumulation Value in this Policy is based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate, as shown on the Policy Data Page. This value will never be less than the Nonforfeiture Value.

SECTION FIVE - WITHDRAWALS, CHARGES, DEDUCTIONS

5.1 Can You Make Partial Withdrawals From This Policy?

Provided this Policy has sufficient Accumulation Value, as shown on the Policy Data Page, you may request a Partial Withdrawal. The minimum amount you may withdraw is also shown on the Policy Data Page. If the amount of the Partial Withdrawal requested, together with any Surrender Charge that may apply, exceeds the Accumulation Value, we will pay you the Accumulation Value less any applicable Surrender Charge. We must receive your written request for a Partial Withdrawal at least thirty (30) days before the Annuity Commencement Date.

5.2 Can You Surrender This Policy?

You may surrender the Policy at any time before the Annuity Commencement Date for the Accumulation Value less any Surrender Charges that may apply. In no event will you receive less than the Guaranteed Cash Surrender Value.

5.3 May We Defer A Partial Withdrawal Or Surrender Payment?

When not prohibited by the laws of the state in which this Policy is issued, we may defer payment of any Partial Withdrawal or surrender payment request for up to six (6) months from the Partial Withdrawal or surrender request date after making a written request and receiving written approval from the insurance commissioner of the state in which this Policy is issued. Interest will be paid on any amount deferred for thirty (30) days or more. If payments are deferred, we will pay interest at the rate specified by the Insurance Department of the state where your Policy was issued, from the time of the Partial Withdrawal or surrender request. This rate will be at least one percent (1.0%) per year.

5.4 Are Surrender Charges Applied To This Policy?

During the Surrender Charge period, as shown under the Surrender Charge schedule on the Policy Data Page, a Surrender Charge may be applied each time a Partial Withdrawal is made, or when the Policy is surrendered for its Accumulation Value. The Surrender Charge, if any, will be a percentage, as shown on the Policy Data Page, of the amount of the Accumulation Value withdrawn or surrendered. The Surrender Charge will apply only if the amount withdrawn or surrendered exceeds the amount described under the Annual Surrender Charge Free Amount(s) section on the Policy Data Page.

5.5 Are Surrender Charges Ever Waived?

Surrender Charges will be waived:

a) when proceeds are paid on the death of the Owner, or of the Annuitant if the Owner is not a natural person; or

b) for any Required Minimum Distribution (RMD), as calculated by us, from the Accumulation Value of this Policy withdrawn under the RMD Automated option. However, if, in addition to any RMD withdrawals, Partial Withdrawals are made from this Policy during a Policy Year, all such withdrawals will be combined and a Surrender Charge will apply to that portion of the withdrawals that exceeds the greater of the calculated RMD amount, and the

amount as explained in Section 5.4 and on the Policy Data Page; or

c) on amounts placed under the Life Income - Guaranteed Period option; or

d) under conditions specified in any riders or endorsements attached to and made a part of this Policy; or

e) upon surrender of the Policy or a Partial Withdrawal as shown in the Return of Premium Benefit section on the Policy Data Page; or

f) if we terminate this Policy as explained in Section 5.7.

5.6 Are State Premium Taxes Deducted From Your Policy?

If we are required by state law to pay state premium taxes for your Policy, the amount of the state premium tax will be deducted from the Accumulation Value of your Policy on the earliest of:

a) the date the Policy is surrendered; or

b) the Annuity Commencement Date, before the Accumulation Value is placed under an Income Payment option; or

c) the date we terminate this Policy in accordance with Section 5.7.

However, the amount of the state premium tax will not be deducted from the Accumulation Value, if the Accumulation Value is paid as a death benefit.

5.7 May The Corporation Terminate This Policy?

It may happen that a requested Partial Withdrawal together with any Surrender Charges would reduce the Accumulation Value to an amount that would provide Income Payments of less than $20 a month on the Annuity Commencement Date. If so, we have the right, subject to any applicable state law or regulation, to terminate this Policy and pay you the Accumulation Value in a single sum.

SECTION SIX - GENERAL PROVISIONS

6.1 What Constitutes The Entire Contract?

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

6.2 How Important Is The Information You Provided For This Policy?

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

6.3 Will We Be Able To Contest This Policy?

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

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

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

6.5 How Is A Person's Age Calculated For The Purpose Of This Policy?

In this Policy when we refer to a person's Age on any date, we mean his or her Age attained at his or her last birthday.

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

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

6.7 May You Assign This Policy?

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

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

6.8 How Do You Assign This Policy?

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

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

An assignee may not change the Owner, the Annuitant, or the Beneficiary. The assignee may not elect an alternate Income Payment option. Any amount payable to the assignee will be paid in a single sum.

6.10 Are The Payments Made Under This Policy Protected Against Creditors?

Except as stated in Section 6.7, payments we make under this Policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditors.

6.11 How Should A Premium Payment For This Policy Be Made?

Any Premium Payment made to us by check or money order must be payable to New York Life Insurance and Annuity Corporation or NYLIAC. Upon request, we will give you a receipt, signed by our Agent, for any premium paid to us.

6.12 Is This Policy Subject To Conformity With Any Law?

This Policy is subject to all laws that apply. Any paid-up annuity, cash surrender or death benefits available under this Policy are not less than the minimum benefits required by any regulation or statute of the state in which this Policy is issued.

6.13 Are Dividends Payable Under This Policy?

This is a non-participating Policy. Therefore, no dividends are payable.

New York Life Insurance and Annuity Corporation

A Wholly-Owned Delaware Subsidiary of New York Life Insurance Company

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

Executive Office – [51 Madison Avenue
New York, NY10010]

Individual Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.