

SERFF Tracking Number: NYLC-127942341 State: Arkansas  
Filing Company: New York Life Insurance Company State Tracking Number: 50592  
Company Tracking Number: 212-330  
TOI: L071 Individual Life - Whole Sub-TOI: L071.111 Single Premium - Single Life  
Product Name: AD113 OPP Rider  
Project Name/Number: AD113 OPP Rider /212-330, et al.

## Filing at a Glance

Company: New York Life Insurance Company

Product Name: AD113 OPP Rider

SERFF Tr Num: NYLC-127942341 State: Arkansas

TOI: L071 Individual Life - Whole

SERFF Status: Closed-Approved-  
Closed State Tr Num: 50592

Sub-TOI: L071.111 Single Premium - Single Life Co Tr Num: 212-330

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Team Leader, Robert  
Williams III

Disposition Date: 01/04/2012

Date Submitted: 12/30/2011

Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: AD113 OPP Rider

Project Number: 212-330, et al.

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 01/04/2012

State Status Changed: 01/04/2012

Created By: Robert Williams III

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Robert Williams III

Filing Description:

Re: New York Life Insurance Company (NYLIC)

Individual Life Insurance

NAIC #: 82666915

FEIN# 13-5582869

Option To Purchase Paid-Up Insurance (OPP) Rider, form 212-330

Option To Purchase Paid-Up Insurance (OPP) Rider, form 212-333

Option To Purchase Paid-Up Insurance (OPP) Rider, form 212-355

SERFF Tracking Number: NYLC-127942341 State: Arkansas  
Filing Company: New York Life Insurance Company State Tracking Number: 50592  
Company Tracking Number: 212-330  
TOI: L071 Individual Life - Whole Sub-TOI: L071.111 Single Premium - Single Life  
Product Name: AD113 OPP Rider  
Project Name/Number: AD113 OPP Rider /212-330, et al.

Dear Commissioner:

We are enclosing for approval 3 new rider forms shown above. Additional information regarding these forms is given below.

Form Number	Replaced Form Number	Previous Approval Date	Policy used With
212-330	208-330	2/27/2008	208-50.49
212-333	208-333	6/20/2008	208-50.49
212-355	207-355	8/1/2006	207-100.49

#### Rider Form Information

The enclosed rider forms, titled "Option To Purchase Paid-Up Additions" each allow a policy owner to purchase additional paid-up insurance on the Insured(s) without providing evidence of insurability. OPP purchases can be made on the policy date and on each policy anniversary. The effective date of the new paid-up insurance will be the date we receive the single premium for the new insurance, provided the Insured(s) is living on that date.

Form 212-330 will be available with our Whole Life plans (issue ages 0-90), Modified Premium Whole Life plans (issue ages 30-85) and Custom Whole Life plans (issue ages 0-70).

Form 212-333 will be available with our Whole Life plans when any of those policies are issued on a Tax-Qualified unisex basis under Section 401(a), Section 401(k) and Section 412 (e)(3) of the Internal Revenue Code.

Form 212-355 will be available with our Survivorship Whole Life plan (issue ages 20-90 for both Insureds). The rider will also be available on a unisex basis in the tax-qualified retirement (Profit Sharing) market.

The riders have all been rewritten for greater clarity and we have also removed tables of cash values and variable fields from the rider and included them on policy data pages in order to accommodate quicker filing of changes in the future. The OPP Premium Minimums have been increased from \$100 to \$120.

Additional information regarding these riders is included in the applicable enclosed Actuarial Memoranda.

We are planning to introduce these new riders on February 27, 2012.

The enclosed riders will be marketed with illustrations.

I hope this information is satisfactory and that we will receive approval of this submission at your earliest convenience. If you need additional information, please feel free to call me toll free at 1-877-464-0198.

SERFF Tracking Number: NYLC-127942341 State: Arkansas  
 Filing Company: New York Life Insurance Company State Tracking Number: 50592  
 Company Tracking Number: 212-330  
 TOI: L071 Individual Life - Whole Sub-TOI: L071.111 Single Premium - Single Life  
 Product Name: AD113 OPP Rider  
 Project Name/Number: AD113 OPP Rider /212-330, et al.

Sincerely,

Linda E. LoPinto  
 Corporate Vice President

## Company and Contact

### Filing Contact Information

Robert Williams III, Contract Consultant Robert\_Williams\_III@nyl.com  
 51 Madison Avenue 212-576-3449 [Phone]  
 Room 0154 212-447-4141 [FAX]  
 New York, NY 10010

### Filing Company Information

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

-----

## Filing Fees

Fee Required? Yes  
 Fee Amount: \$150.00  
 Retaliatory? Yes  
 Fee Explanation:  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
New York Life Insurance Company	\$150.00	12/30/2011	54930836

SERFF Tracking Number: NYLC-127942341 State: Arkansas  
Filing Company: New York Life Insurance Company State Tracking Number: 50592  
Company Tracking Number: 212-330  
TOI: L071 Individual Life - Whole Sub-TOI: L071.111 Single Premium - Single Life  
Product Name: AD113 OPP Rider  
Project Name/Number: AD113 OPP Rider /212-330, et al.

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/04/2012	01/04/2012

*SERFF Tracking Number:* NYLC-127942341      *State:* Arkansas  
*Filing Company:* New York Life Insurance Company      *State Tracking Number:* 50592  
*Company Tracking Number:* 212-330  
*TOI:* L071 Individual Life - Whole      *Sub-TOI:* L071.111 Single Premium - Single Life  
*Product Name:* AD113 OPP Rider  
*Project Name/Number:* AD113 OPP Rider /212-330, et al.

## **Disposition**

Disposition Date: 01/04/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NYLC-127942341 State: Arkansas  
 Filing Company: New York Life Insurance Company State Tracking Number: 50592  
 Company Tracking Number: 212-330  
 TOI: L071 Individual Life - Whole Sub-TOI: L071.111 Single Premium - Single Life  
 Product Name: AD113 OPP Rider  
 Project Name/Number: AD113 OPP Rider /212-330, et al.

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	Statement of Variability		Yes
Supporting Document	Annotated Data Pages		Yes
Form	Option To Purchase Paid-Up Insurance (OPP) Rider		Yes
Form	Tax-Qualified Option To Purchase Paid-Up Insurance (OPP) Rider		Yes
Form	Survivorship Whole Life Option To Purchase Paid-Up Insurance (OPP) Rider		Yes

SERFF Tracking Number: NYLC-127942341 State: Arkansas  
 Filing Company: New York Life Insurance Company State Tracking Number: 50592  
 Company Tracking Number: 212-330  
 TOI: L071 Individual Life - Whole Sub-TOI: L071.111 Single Premium - Single Life  
 Product Name: AD113 OPP Rider  
 Project Name/Number: AD113 OPP Rider /212-330, et al.

## Form Schedule

### Lead Form Number: 212-330

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	212-330	Policy/Cont Option To Purchase ract/Fratern Paid-Up Insurance al (OPP) Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: 208-330 Previous Filing #:	0.000	OPP212-330.pdf
	212-333	Policy/Cont Tax-Qualified Option ract/Fratern To Purchase Paid-Up al Insurance (OPP) Certificate: Rider Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: 208-333 Previous Filing #:	0.000	OPP212-333.pdf
	212-355	Schedule Pages Survivorship Whole Life Option To Purchase Paid-Up Insurance (OPP) Rider	Revised	Replaced Form #: 207-355 Previous Filing #:	0.000	OPP212-355.pdf

# OPTION TO PURCHASE PAID-UP ADDITIONS (OPP)

## RIDER

- Benefit** This rider provides you with the right to purchase new fully paid-up life insurance on the Insured. This is referred to as "Paid-Up Insurance" in this rider. No more premiums are due for this insurance. Any Paid-Up Insurance purchased is in addition to the insurance under your base policy to which this rider is attached. The base policy is referred to as "Base Policy" in this rider.

The amount of this insurance in effect at the Insured's death will be included in the life insurance proceeds of the Base Policy. However, if the Base Policy lapses or is surrendered, the "Options Upon Lapse" provision in the Base Policy will apply to any Paid-Up Insurance in effect at that time.

- OPP Premiums** All premium amounts paid under this rider in any policy year for the purchase of Paid-Up Insurance are OPP Premiums. OPP Premium payments may be Scheduled or Unscheduled as described in this section. The amount of OPP Premiums paid each year to purchase new Paid-Up Insurance is in addition to the premium payable for the Base Policy. OPP Premiums are subject to the terms and conditions described in Section 3 below.

**A. Scheduled OPP Premium Payments** A Scheduled OPP Premium payment arrangement may be established at any time provided the Insured is alive. Your Scheduled OPP Premium payment arrangement will establish the due date for payment. We must receive OPP Premiums paid under this Scheduled OPP Premium payment arrangement no later than 31 days after its due date, and the Insured must be living when we receive each OPP Premium. When we receive a Scheduled OPP Premium, the Paid-Up Insurance will take effect as of its due date.

**1. Paying Less Than The Scheduled OPP Premium** If you pay a Scheduled OPP Premium that is less than the scheduled amount, the amount remitted will become the new scheduled OPP Premium payment amount. You may re-establish the original scheduled OPP Premium payment amount by submitting your signed written request.

**2. When Scheduled OPP Ends** If we do not receive your scheduled payment within 31 days after the due date, your Scheduled OPP Premium payment arrangement will end. This rider will remain in effect even if the Scheduled OPP arrangement ends, subject to the conditions set forth in Section 15. A new scheduled OPP Premium payment arrangement may be established at any time by submitting a signed written request.

We will require evidence of insurability for any new or re-established arrangement, if the amount exceeds the limitations described in Section 3 below.

**B. Unscheduled OPP Premium Payments** An unscheduled payment is an OPP Premium payment that is:

- Made while no scheduled payment arrangement is in effect; or
- Made more than 31 days after the due date of a scheduled payment; or
- Received on a scheduled due date (or within 31 days), but that is greater than the scheduled amount.

Unscheduled OPP Premium payments may be made from time to time as long as this rider is in effect. Any Unscheduled OPP Premium must be received while the Insured is living. Upon receipt of an Unscheduled OPP Premium, the new Paid-Up Insurance will take effect as of the date we receive the OPP Premium.

- OPP Premium Amounts** OPP Premium payments made under this rider are subject to the following terms and conditions regarding the amount of premium that can be paid.

**A. OPP Premium Minimums** Unless we agree otherwise, all Scheduled or Unscheduled OPP Premiums paid in a policy year must equal at least the minimum amounts for each shown on the OPP Rider Data Page.

## OPTION TO PURCHASE PAID-UP ADDITIONS (OPP) (continued)

- B. OPP Premium Limit** Unless we agree to the issuance of Additional Insurance as described in Section D below, the total of all Scheduled and Unscheduled OPP Premiums paid in any policy year cannot be more than a multiple of the annual premium amount for the Base Policy, based on a standard class of risk. We will set this multiple, which is subject to change, but it will never be less than 100% of the annual premium amount for the Base Policy, based on a standard class of risk. The OPP Premium Limit includes the policy fee on the Base Policy.
- C. OPP Premium Limits On Policies With Specified Paying Periods** This rider may be attached to a Base Policy that provides for a specified premium paying period that is other than the lifetime of the Insured. In that case, OPP Premiums will not be accepted after the premium paying period under the Base Policy has ended.
- D. Excess OPP Premiums** We may agree to accept Excess OPP Premium payments that exceed the OPP Premium Limit described in Sections B and C above. Satisfactory evidence of insurability will be required in order for us to consider any OPP Premium that exceeds the OPP Premium Limit. In addition, the Company may refuse to accept any Excess OPP Premium payment.

The amount of any Excess OPP Premium payments that we will consider accepting in any policy year is subject to an Excess OPP annual premium limit in effect at the time the payment is made and which is set by us and subject to change.

The Paid-Up Insurance purchased by such Excess OPP Premium is referred to as "Approved Additional Insurance" in this rider. If a subsequent application is used for the purchase of such Approved Additional Insurance, that application(s) along with the original Application, will be deemed a part of the Base Policy. This Approved Additional Insurance will be subject to the same Contestable Period and Suicide Exclusion provisions of this rider beginning as of the effective date of such Approved Additional Insurance.

- E. Maximum Cumulative Premium Amount** The total of all OPP Premiums that may be paid under this rider and under any other OPP riders owned by you, may not exceed a Maximum Cumulative Premium Amount that we determine and which is subject to change. Once the Maximum Cumulative Premium Amount has been reached, you will only be able to make an OPP Premium payment in an amount up to the OPP Premium Limit described in Sections B and C above. You will not be required to submit evidence of insurability to make an OPP premium payment under Sections B and C above after you have reached the Maximum Cumulative Premium Amount.

#### 4. OPP Premium Charges

**Expense Charge** Prior to the purchase of any Paid-Up Insurance, all OPP Premiums paid under Section 2 are subject to an Expense Charge. This charge may be adjusted periodically.

However, it will never be greater than the percentages shown in the Expense Charge section on the OPP Rider Data Page. We will notify you what actual charge was applied when an OPP Premium payment is made.

**Late Payment Charge** The amount of Paid-Up Insurance purchased by any OPP Premiums paid more than 31 days after a policy anniversary is reduced based upon the amount of time since the anniversary and upon an interest rate(s) that is set at the beginning of each calendar year. This reduction is in addition to, and is assessed on the OPP Premium payment net of, the Expense Charge referred to above. Therefore, the later an OPP Premium is paid during a policy year, the less the amount of Paid-Up Insurance that is purchased by such OPP Premium.

The interest rate used to calculate the reduction referred to above will be equal to the Monthly Average Corporates yield shown in Moody's Corporate Bond Yield Average – Monthly Average Corporates as published by Moody's Investors Service, Inc. or any successor to that service (the published monthly average), for the month of October of the prior calendar year. It may happen that the published monthly average ceases to be published. In this case, we will use a new basis approved by the insurance supervisory official in the state or district in which the Base Policy is delivered.

## **OPTION TO PURCHASE PAID-UP ADDITIONS (OPP) (Continued)**

**Waiver of Premium Charge** If you have a Waiver of Premium rider, there is a charge for the benefit as described in Section 5.

- 5. Waiver Of Premium Benefit** We will waive scheduled OPP Premium payments under this rider and credit such payments as if they had been made, if:
- A disability waiver of premium rider is attached to the Base Policy; and
  - The premiums for the Base Policy are being waived under the terms of that disability waiver of premium rider; and
  - A scheduled OPP Premium payment arrangement was in effect on the date the disability began.

Any reference to premiums in any disability waiver of premium rider includes only Scheduled OPP Premium payments under this rider.

- A. Waiver Of Scheduled OPP Premium Payments** We will waive all Scheduled OPP Premiums under this rider beginning on the date the disability began. When a Scheduled OPP Premium is waived, we credit a Scheduled OPP Premium to the Base Policy as of each premium's due date as though you had actually paid the Scheduled OPP Premium.

The amount that is waived:

- is equal to the last Scheduled OPP Premium received by us prior to the date disability began;
- is subject to the appropriate expense charges and reductions described in Section 4;
- will purchase new Paid-Up Insurance in accordance with the Purchase of Paid-Up Insurance provision (Section 10) of this rider.

A new Scheduled OPP Premium payment arrangement cannot be established while a disability is on going under the Waiver of Premium Rider.

Scheduled OPP Premiums received by us during the period between the date the disability began and the date we actually begin waiving premiums under the Base Policy will be refunded. However, the Paid-Up Insurance purchased by those scheduled OPP Premiums will remain in effect. Any amount received that is greater than the Scheduled OPP Premium amount will be considered an Unscheduled OPP Premium payment and handled as described in section B below.

We will also refund any OPP Premiums paid that are less than the Scheduled OPP Premium payment amount that are received by us during the period between the date the disability began and the date we actually begin waiving premiums under the Base Policy. In this case, we will credit the entire Scheduled OPP Premium amount to the Base Policy to purchase Paid-Up Insurance. The amount of Paid-Up Insurance will equal the amount indicated in the Scheduled OPP Premium payment arrangement in effect at the time total disability occurs.

- B. Unscheduled OPP Premium Payments** Any Unscheduled OPP Premium payment received by us during the period between the date the disability began and the date we actually begin waiving premiums under the rider will not be refunded. Such Unscheduled OPP Premium payment will be used to purchase Paid-Up Insurance. Unscheduled OPP Premium payments received by us after the date we actually begin waiving premiums under the rider will not be accepted.
- C. Waiver of Premium Charge** There is a charge for this benefit if a disability waiver of premium rider is attached to the Base Policy. We will deduct this charge from all Scheduled OPP Premiums paid under this rider. It will be deducted prior to the expense charge and any other reduction. Each charge associated with this rider will continue to be deducted from all Scheduled OPP Premiums we credit during total disability. This charge is shown on the OPP Rider Data Pages.

## OPTION TO PURCHASE PAID-UP ADDITIONS (OPP) (Continued)

6. **Reinstatement Of Rider** While the Insured is alive, this rider can be reinstated upon request by the policyowner when the Base Policy is in effect conditional upon evidence of insurability.

If the rider was terminated due to non-payment of OPP Premiums by the second anniversary or for 3 anniversaries in a row, evidence of insurability will be required for this reinstatement.

If this rider is reinstated, new Paid-Up Insurance can be purchased only as of a date that is on or after the date of the reinstatement. New 2 year Contestable Period of Rider and Suicide Exclusion periods will apply beginning on the date of reinstatement.

It may happen that the Base Policy also includes a Dividend Option Term Rider (referred to as "DOT" in this rider). If, during the Initial Premium Paying Period of the DOT rider, the OPP rider ends for the reasons in Section 15c, it will be automatically reinstated after the Initial Premium Paying Period of the DOT rider has ended.

7. **Contract** This rider is made a part of the Base Policy, based on the application for the rider.

8. **Contestable Period Of Rider** We will not contest this rider, or any Paid-Up Insurance that does not exceed the OPP Premium Limit (as defined in Section 3B), after the rider has been in effect during the lifetime of the Insured for 2 years from its date of issue. Additionally, we will not contest any Approved Additional Insurance after such insurance has been in effect for two years. Our right to contest is limited to material misstatements made in the original application, the application for Approved Additional Insurance purchase, or the reinstatement application, as appropriate. If the Base Policy to which this rider is attached lapses, and is reinstated, we will not contest this rider after it has been in effect during the lifetime of the Insured for 2 years from the effective date of reinstatement.

We will not contest the payment of any life insurance proceeds attributable to the difference in rates due to a reclassification after such reclassification has been in effect for 2 years from the effective date of reclassification during the lifetime of the Insured. We will require evidence of insurability in cases of reclassification.

9. **Suicide Exclusion** Suicide of the Insured, while sane or insane, within 2 years of the date of issue of this rider, is not covered by this rider. In that event, this rider will end and the only amount payable will be all OPP Premiums paid under this rider, less any outstanding loan and accrued loan interest.

Suicide of the Insured, while sane or insane, within 2 years of the effective date of Approved Additional Insurance is not covered by this rider. In this event, this rider will end, and the only amount payable in connection with that Approved Additional Insurance is the premium paid for that insurance.

10. **Purchase Of Paid Up Insurance** The amount of Paid-Up Insurance purchased by each OPP Premium is equal to the OPP Premium less any applicable premium charges (as described in Section 4) divided by the Net Single Premium Rate for the insured's age and gender as of the most recent policy anniversary. The Net Single Premium rates per 1000 of insurance are shown in the "Net Single Premium Rates" table on the OPP Rider Data Page. They are calculated using the mortality table and interest rate specified on the OPP Rider Data Page.

11. **Cash Values** The Paid-Up Insurance purchased with OPP Premiums has guaranteed cash value associated with it. The guaranteed cash value on a policy anniversary is equal to the amount of paid up insurance purchased by any OPP premium payments made since the rider began multiplied by the guaranteed cash value for the insured's attained age on that policy anniversary. The guaranteed cash value per 1000 of insurance at each attained age is shown in the "Table of Guaranteed Cash Values" on the OPP Rider Data Page. They are calculated using the mortality table and interest rate specified on the OPP Rider Data Page.

## OPTION TO PURCHASE PAID-UP ADDITIONS (OPP) (Continued)

12. **Dividends** Paid Up Insurance purchased by OPP Premiums is eligible for dividends. The dividend option selected for the Base Policy will be applied to any dividends payable on the Paid Up Insurance purchased by OPP Premiums.
13. **Loan Values** The Paid-Up Insurance purchased by OPP Premiums has loan value. You can borrow any amount up to the policy loan value of this Paid-Up Insurance using such Paid-Up Insurance as sole security. On a policy anniversary, the policy loan value is the Cash Surrender Value. At any other time, the policy loan value is the amount that, with interest, will equal the policy loan value on the next anniversary.
14. **Dates and Amounts** This rider will have the same date of issue as the Base Policy, unless the rider is added to a policy that is already in effect. If this rider is issued at the same time as the Base Policy, the date of issue is shown on the Base Policy Data Pages. If this rider is added to a policy that is already in effect, the rider date of issue is shown on rider data pages that we send you with a copy of this rider.
15. **When Rider Ends** This rider ends if:
- a) The Base Policy ends or is surrendered;
  - b) You send us your signed notice to cancel this rider. You can do this at any time;
  - c) No premium, or less than the minimum amount shown on the OPP Rider Data Page, for Paid-Up Insurance is paid by the second anniversary or for 3 anniversaries in a row, unless premiums for the Base Policy are being waived on account of total disability; or
  - d) The Base Policy is in effect as paid-up insurance or extended term insurance resulting from non-payment of policy premiums.

Any Paid-Up Insurance in effect when this rider ends will continue, if the Base Policy continues. No new Paid-Up Insurance can be purchased unless this rider is reinstated.

**NEW YORK LIFE INSURANCE COMPANY**

[  ]  
Secretary

[  ]  
President

# OPTION TO PURCHASE PAID-UP ADDITIONS (OPP)

## RIDER

- Benefit** This rider provides you with the right to purchase new fully paid-up life insurance on the Insured. This is referred to as "Paid-Up Insurance" in this rider. No more premiums are due for this insurance. Any Paid-Up Insurance purchased is in addition to the insurance under your base policy to which this rider is attached. The base policy is referred to as "Base Policy" in this rider.

The amount of this insurance in effect at the Insured's death will be included in the life insurance proceeds of the Base Policy. However, if the Base Policy lapses or is surrendered, the "Options Upon Lapse" provision in the Base Policy will apply to any Paid-Up Insurance in effect at that time.

- OPP Premiums** All premium amounts paid under this rider in any policy year for the purchase of Paid-Up Insurance are OPP Premiums. OPP Premium payments may be Scheduled or Unscheduled as described in this section. The amount of OPP Premiums paid each year to purchase new Paid-Up Insurance is in addition to the premium payable for the Base Policy. OPP Premiums are subject to the terms and conditions described in Section 3 below.

**A. Scheduled OPP Premium Payments** A Scheduled OPP Premium payment arrangement may be established at any time provided the Insured is alive. Your Scheduled OPP Premium payment arrangement will establish the due date for payment. We must receive OPP Premiums paid under this Scheduled OPP Premium payment arrangement no later than 31 days after its due date, and the Insured must be living when we receive each OPP Premium. When we receive a Scheduled OPP Premium, the Paid-Up Insurance will take effect as of its due date.

- 1. Paying Less Than The Scheduled OPP Premium** If you pay a Scheduled OPP Premium that is less than the scheduled amount, the amount remitted will become the new scheduled OPP Premium payment amount. You may re-establish the original scheduled OPP Premium payment amount by submitting your signed written request.

- 2. When Scheduled OPP Ends** If we do not receive your scheduled payment within 31 days after the due date, your Scheduled OPP Premium payment arrangement will end. This rider will remain in effect even if the Scheduled OPP arrangement ends, subject to the conditions set forth in Section 15. A new scheduled OPP Premium payment arrangement may be established at any time by submitting a signed written request.

We will require evidence of insurability for any new or re-established arrangement, if the amount exceeds the limitations described in Section 3 below.

**B. Unscheduled OPP Premium Payments** An unscheduled payment is an OPP Premium payment that is:

- Made while no scheduled payment arrangement is in effect; or
- Made more than 31 days after the due date of a scheduled payment; or
- Received on a scheduled due date (or within 31 days), but that is greater than the scheduled amount.

Unscheduled OPP Premium payments may be made from time to time as long as this rider is in effect. Any Unscheduled OPP Premium must be received while the Insured is living. Upon receipt of an Unscheduled OPP Premium, the new Paid-Up Insurance will take effect as of the date we receive the OPP Premium.

- OPP Premium Amounts** OPP Premium payments made under this rider are subject to the following terms and conditions regarding the amount of premium that can be paid.

**A. OPP Premium Minimums** Unless we agree otherwise, all Scheduled or Unscheduled OPP Premiums paid in a policy year must equal at least the minimum amounts for each shown on the OPP Rider Data Page.

## OPTION TO PURCHASE PAID-UP ADDITIONS (OPP) (continued)

- B. OPP Premium Limit** Unless we agree to the issuance of Additional Insurance as described in Section D below, the total of all Scheduled and Unscheduled OPP Premiums paid in any policy year cannot be more than a multiple of the annual premium amount for the Base Policy, based on a standard class of risk. We will set this multiple, which is subject to change, but it will never be less than 100% of the annual premium amount for the Base Policy, based on a standard class of risk. The OPP Premium Limit includes the policy fee on the Base Policy.
- C. OPP Premium Limits On Policies With Specified Paying Periods** This rider may be attached to a Base Policy that provides for a specified premium paying period that is other than the lifetime of the Insured. In that case, OPP Premiums will not be accepted after the premium paying period under the Base Policy has ended.
- D. Excess OPP Premiums** We may agree to accept Excess OPP Premium payments that exceed the OPP Premium Limit described in Sections B and C above. Satisfactory evidence of insurability will be required in order for us to consider any OPP Premium that exceeds the OPP Premium Limit. In addition, the Company may refuse to accept any Excess OPP Premium payment.

The amount of any Excess OPP Premium payments that we will consider accepting in any policy year is subject to an Excess OPP annual premium limit in effect at the time the payment is made and which is set by us and subject to change.

The Paid-Up Insurance purchased by such Excess OPP Premium is referred to as "Approved Additional Insurance" in this rider. If a subsequent application is used for the purchase of such Approved Additional Insurance, that application(s) along with the original Application, will be deemed a part of the Base Policy. This Approved Additional Insurance will be subject to the same Contestable Period and Suicide Exclusion provisions of this rider beginning as of the effective date of such Approved Additional Insurance.

- E. Maximum Cumulative Premium Amount** The total of all OPP Premiums that may be paid under this rider and under any other OPP riders owned by you, may not exceed a Maximum Cumulative Premium Amount that we determine and which is subject to change. Once the Maximum Cumulative Premium Amount has been reached, you will only be able to make an OPP Premium payment in an amount up to the OPP Premium Limit described in Sections B and C above. You will not be required to submit evidence of insurability to make an OPP premium payment under Sections B and C above after you have reached the Maximum Cumulative Premium Amount.

#### 4. **OPP Premium Charges**

**Expense Charge** Prior to the purchase of any Paid-Up Insurance, all OPP Premiums paid under Section 2 are subject to an Expense Charge. This charge may be adjusted periodically.

However, it will never be greater than the percentages shown in the Expense Charge section on the OPP Rider Data Page. We will notify you what actual charge was applied when an OPP Premium payment is made.

**Late Payment Charge** The amount of Paid-Up Insurance purchased by any OPP Premiums paid more than 31 days after a policy anniversary is reduced based upon the amount of time since the anniversary and upon an interest rate(s) that is set at the beginning of each calendar year. This reduction is in addition to, and is assessed on the OPP Premium payment net of, the Expense Charge referred to above. Therefore, the later an OPP Premium is paid during a policy year, the less the amount of Paid-Up Insurance that is purchased by such OPP Premium.

The interest rate used to calculate the reduction referred to above will be equal to the Monthly Average Corporates yield shown in Moody's Corporate Bond Yield Average – Monthly Average Corporates as published by Moody's Investors Service, Inc. or any successor to that service (the published monthly average), for the month of October of the prior calendar year. It may happen that the published monthly average ceases to be published. In this case, we will use a new basis approved by the insurance supervisory official in the state or district in which the Base Policy is delivered.

## **OPTION TO PURCHASE PAID-UP ADDITIONS (OPP) (Continued)**

**Waiver of Premium Charge** If you have a Waiver of Premium rider, there is a charge for the benefit as described in Section 5.

5. **Waiver Of Premium Benefit** We will waive scheduled OPP Premium payments under this rider and credit such payments as if they had been made, if:
- A disability waiver of premium rider is attached to the Base Policy; and
  - The premiums for the Base Policy are being waived under the terms of that disability waiver of premium rider; and
  - A scheduled OPP Premium payment arrangement was in effect on the date the disability began.

Any reference to premiums in any disability waiver of premium rider includes only Scheduled OPP Premium payments under this rider.

- A. Waiver Of Scheduled OPP Premium Payments** We will waive all Scheduled OPP Premiums under this rider beginning on the date the disability began. When a Scheduled OPP Premium is waived, we credit a Scheduled OPP Premium to the Base Policy as of each premium's due date as though you had actually paid the Scheduled OPP Premium.

The amount that is waived:

- is equal to the last Scheduled OPP Premium received by us prior to the date disability began;
- is subject to the appropriate expense charges and reductions described in Section 4;
- will purchase new Paid-Up Insurance in accordance with the Purchase of Paid-Up Insurance provision (Section 10) of this rider.

A new Scheduled OPP Premium payment arrangement cannot be established while a disability is on going under the Waiver of Premium Rider.

Scheduled OPP Premiums received by us during the period between the date the disability began and the date we actually begin waiving premiums under the Base Policy will be refunded. However, the Paid-Up Insurance purchased by those scheduled OPP Premiums will remain in effect. Any amount received that is greater than the Scheduled OPP Premium amount will be considered an Unscheduled OPP Premium payment and handled as described in section B below.

We will also refund any OPP Premiums paid that are less than the Scheduled OPP Premium payment amount that are received by us during the period between the date the disability began and the date we actually begin waiving premiums under the Base Policy. In this case, we will credit the entire Scheduled OPP Premium amount to the Base Policy to purchase Paid-Up Insurance. The amount of Paid-Up Insurance will equal the amount indicated in the Scheduled OPP Premium payment arrangement in effect at the time total disability occurs.

- B. Unscheduled OPP Premium Payments** Any Unscheduled OPP Premium payment received by us during the period between the date the disability began and the date we actually begin waiving premiums under the rider will not be refunded. Such Unscheduled OPP Premium payment will be used to purchase Paid-Up Insurance. Unscheduled OPP Premium payments received by us after the date we actually begin waiving premiums under the rider will not be accepted.
- C. Waiver of Premium Charge** There is a charge for this benefit if a disability waiver of premium rider is attached to the Base Policy. We will deduct this charge from all Scheduled OPP Premiums paid under this rider. It will be deducted prior to the expense charge and any other reduction. Each charge associated with this rider will continue to be deducted from all Scheduled OPP Premiums we credit during total disability. This charge is shown on the OPP Rider Data Pages.

## OPTION TO PURCHASE PAID-UP ADDITIONS (OPP) (Continued)

6. **Reinstatement Of Rider** While the Insured is alive, this rider can be reinstated upon request by the policyowner when the Base Policy is in effect conditional upon evidence of insurability.

If the rider was terminated due to non-payment of OPP Premiums by the second anniversary or for 3 anniversaries in a row, evidence of insurability will be required for this reinstatement.

If this rider is reinstated, new Paid-Up Insurance can be purchased only as of a date that is on or after the date of the reinstatement. New 2 year Contestable Period of Rider and Suicide Exclusion periods will apply beginning on the date of reinstatement.

It may happen that the Base Policy also includes a Dividend Option Term Rider (referred to as "DOT" in this rider). If, during the Initial Premium Paying Period of the DOT rider, the OPP rider ends for the reasons in Section 15c, it will be automatically reinstated after the Initial Premium Paying Period of the DOT rider has ended.

7. **Contract** This rider is made a part of the Base Policy, based on the application for the rider.

8. **Contestable Period Of Rider** We will not contest this rider, or any Paid-Up Insurance that does not exceed the OPP Premium Limit (as defined in Section 3B), after the rider has been in effect during the lifetime of the Insured for 2 years from its date of issue. Additionally, we will not contest any Approved Additional Insurance after such insurance has been in effect for two years. Our right to contest is limited to material misstatements made in the original application, the application for Approved Additional Insurance purchase, or the reinstatement application, as appropriate. If the Base Policy to which this rider is attached lapses, and is reinstated, we will not contest this rider after it has been in effect during the lifetime of the Insured for 2 years from the effective date of reinstatement.

We will not contest the payment of any life insurance proceeds attributable to the difference in rates due to a reclassification after such reclassification has been in effect for 2 years from the effective date of reclassification during the lifetime of the Insured. We will require evidence of insurability in cases of reclassification.

9. **Suicide Exclusion** Suicide of the Insured, while sane or insane, within 2 years of the date of issue of this rider, is not covered by this rider. In that event, this rider will end and the only amount payable will be all OPP Premiums paid under this rider, less any outstanding loan and accrued loan interest.

Suicide of the Insured, while sane or insane, within 2 years of the effective date of Approved Additional Insurance is not covered by this rider. In this event, this rider will end, and the only amount payable in connection with that Approved Additional Insurance is the premium paid for that insurance.

10. **Purchase Of Paid Up Insurance** The amount of Paid-Up Insurance purchased by each OPP Premium is equal to the OPP Premium less any applicable premium charges (as described in Section 4) divided by the Net Single Premium Rate for the insured's age as of the most recent policy anniversary. The Net Single Premium rates per 1000 of insurance are shown in the "Net Single Premium Rates" table on the OPP Rider Data Page. They are calculated using the mortality table and interest rate specified on the OPP Rider Data Page.

11. **Cash Values** The Paid-Up Insurance purchased with OPP Premiums has guaranteed cash value associated with it. The guaranteed cash value on a policy anniversary is equal to the amount of paid up insurance purchased by any OPP premium payments made since the rider began multiplied by the guaranteed cash value for the insured's attained age on that policy anniversary. The guaranteed cash value per 1000 of insurance at each attained age is shown in the "Table of Guaranteed Cash Values" on the OPP Rider Data Page. They are calculated using the mortality table and interest rate specified on the OPP Rider Data Page.

## OPTION TO PURCHASE PAID-UP ADDITIONS (OPP) (Continued)

12. **Dividends** Paid Up Insurance purchased by OPP Premiums is eligible for dividends. The dividend option selected for the Base Policy will be applied to any dividends payable on the Paid Up Insurance purchased by OPP Premiums.
13. **Loan Values** The Paid-Up Insurance purchased by OPP Premiums has loan value. You can borrow any amount up to the policy loan value of this Paid-Up Insurance using such Paid-Up Insurance as sole security. On a policy anniversary, the policy loan value is the Cash Surrender Value. At any other time, the policy loan value is the amount that, with interest, will equal the policy loan value on the next anniversary.
14. **Dates and Amounts** This rider will have the same date of issue as the Base Policy, unless the rider is added to a policy that is already in effect. If this rider is issued at the same time as the Base Policy, the date of issue is shown on the Base Policy Data Pages. If this rider is added to a policy that is already in effect, the rider date of issue is shown on rider data pages that we send you with a copy of this rider.
15. **When Rider Ends** This rider ends if:
- a) The Base Policy ends or is surrendered;
  - b) You send us your signed notice to cancel this rider. You can do this at any time;
  - c) No premium, or less than the minimum amount shown on the OPP Rider Data Page, for Paid-Up Insurance is paid by the second anniversary or for 3 anniversaries in a row, unless premiums for the Base Policy are being waived on account of total disability; or
  - d) The Base Policy is in effect as paid-up insurance or extended term insurance resulting from non-payment of policy premiums.

Any Paid-Up Insurance in effect when this rider ends will continue, if the Base Policy continues. No new Paid-Up Insurance can be purchased unless this rider is reinstated.

**NEW YORK LIFE INSURANCE COMPANY**

  
Secretary

  
President

# OPTION TO PURCHASE PAID-UP ADDITIONS (OPP)

## RIDER

1. **Benefit** This rider provides you with the right to purchase new fully paid-up life insurance on the Insureds. This is referred to as "Paid-Up Insurance" in this rider. No more premiums are due for this insurance. Any Paid-Up Insurance purchased is in addition to the insurance under your base policy to which this rider is attached. The base policy is referred to as "Base Policy" in this rider.

The amount of this insurance in effect at the surviving Insured's death will be included in the life insurance proceeds of the Base Policy. However, if the Base Policy lapses or is surrendered, the "Options Upon Lapse" provision in the Base Policy will apply to any Paid-Up Insurance in effect at that time.

2. **OPP Premiums** All premium amounts paid under this rider in any policy year for the purchase of Paid-Up Insurance are OPP Premiums. OPP Premium payments may be Scheduled or Unscheduled as described in this section. The amount of OPP Premiums paid each year to purchase new Paid-Up Insurance is in addition to the premium payable for the Base Policy. OPP Premiums are subject to the terms and conditions described in Section 3 below.

**A. Scheduled OPP Premium Payments** A Scheduled OPP Premium payment arrangement may be established at any time provided both Insureds are alive. Your Scheduled OPP Premium payment arrangement will establish the due date for payment. We must receive OPP Premiums paid under this Scheduled OPP Premium payment arrangement no later than 31 days after its due date, and at least one Insured must be living when we receive each OPP Premium. When we receive a Scheduled OPP Premium, the Paid-Up Insurance will take effect as of its due date.

1. **Paying Less Than The Scheduled OPP Premium** If you pay a Scheduled OPP Premium that is less than the scheduled amount, the amount remitted will become the new scheduled OPP Premium payment amount. You may re-establish the original scheduled OPP Premium payment amount by submitting your signed written request.

2. **When Scheduled OPP Ends** If we do not receive your scheduled payment within 31 days after the due date, your Scheduled OPP Premium payment arrangement will end. This rider will remain in effect even if the Scheduled OPP arrangement ends, subject to the conditions set forth in Section 15. A new scheduled OPP Premium payment arrangement may be established at any time by submitting a signed written request.

We will require evidence of insurability for any new or re-established arrangement, if the amount exceeds the limitations described in Section 3 below.

**B. Unscheduled OPP Premium Payments** An unscheduled payment is an OPP Premium payment that is:

1. Made while no scheduled payment arrangement is in effect; or
2. Made more than 31 days after the due date of a scheduled payment; or
3. Received on a scheduled due date (or within 31 days), but that is greater than the scheduled amount.

Unscheduled OPP Premium payments may be made from time to time as long as this rider is in effect. Any Unscheduled OPP Premium must be received while both Insureds are living. Upon receipt of an Unscheduled OPP Premium, the new Paid-Up Insurance will take effect as of the date we receive the OPP Premium.

3. **OPP Premium Amounts** OPP Premium payments made under this rider are subject to the following terms and conditions regarding the amount of premium that can be paid.

**A. OPP Premium Minimums** Unless we agree otherwise, all Scheduled or Unscheduled OPP Premiums paid in a policy year must equal at least the minimum amounts for each shown on the OPP Rider Data Page.

## OPTION TO PURCHASE PAID-UP ADDITIONS (OPP) (continued)

- B. OPP Premium Limit** Unless we agree to the issuance of Additional Insurance as described in Section C below, the total of all Scheduled and Unscheduled OPP Premiums paid in any policy year cannot be more than a multiple of the annual premium amount for the Base Policy, based on a standard class of risk. We will set this multiple, which is subject to change, but it will never be less than 100% of the annual premium amount for the Base Policy, based on a standard class of risk. The OPP Premium Limit includes the policy fee on the Base Policy.
- C. Excess OPP Premiums** We may agree to accept Excess OPP Premium payments that exceed the OPP Premium Limit described in Section B above. Satisfactory evidence of insurability will be required in order for us to consider any OPP Premium that exceeds the OPP Premium Limit. In addition, the Company may refuse to accept any Excess OPP Premium payment.

The amount of any Excess OPP Premium payments that we will consider accepting in any policy year is subject to an Excess OPP annual premium limit in effect at the time the payment is made and which is set by us and subject to change.

The Paid-Up Insurance purchased by such Excess OPP Premium is referred to as "Approved Additional Insurance" in this rider. If a subsequent application is used for the purchase of such Approved Additional Insurance, that application(s) along with the original Application, will be deemed a part of the Base Policy. This Approved Additional Insurance will be subject to the same Contestable Period and Suicide Exclusion provisions of this rider beginning as of the effective date of such Approved Additional Insurance.

- D. Maximum Cumulative Premium Amount** The total of all OPP Premiums that may be paid under this rider and under any other OPP riders owned by you, may not exceed a Maximum Cumulative Premium Amount that we determine and which is subject to change. Once the Maximum Cumulative Premium Amount has been reached, you will only be able to make an OPP Premium payment in an amount equal to the amounts up to the OPP Premium Limit described in Section B above. You will not be required to submit evidence of insurability to make an OPP premium payment under Section B above after you have reached the Maximum Cumulative Premium Amount.

#### 4. OPP Premium Charges

**Expense Charge** Prior to the purchase of any Paid-Up Insurance, all OPP Premiums paid under Section 2 are subject to an Expense Charge. This charge may be adjusted periodically. However, it will never be greater than the percentages shown in the Expense Charge section on the OPP Rider Data Page. We will notify you what actual charge was applied when an OPP Premium payment is made.

**Late Payment Charge** The amount of Paid-Up Insurance purchased by any OPP Premiums paid more than 31 days after a policy anniversary is reduced based upon the amount of time since the anniversary and upon an interest rate(s) that is set at the beginning of each calendar year. This reduction is in addition to, and is assessed on the OPP Premium payment net of, the Expense Charge referred to above. Therefore, the later an OPP Premium is paid during a policy year, the less the amount of Paid-Up Insurance that is purchased by such OPP Premium.

The interest rate used to calculate the reduction referred to above will be equal to the Monthly Average Corporates yield shown in Moody's Corporate Bond Yield Average – Monthly Average Corporates as published by Moody's Investors Service, Inc. or any successor to that service (the published monthly average), for the month of October of the prior calendar year. It may happen that the published monthly average ceases to be published. In this case, we will use a new basis approved by the insurance supervisory official in the state or district in which the Base Policy is delivered.

## OPTION TO PURCHASE PAID-UP ADDITIONS (OPP) (Continued)

5. **Reinstatement Of Rider** While both Insureds are alive, this rider can be reinstated upon request by the policyowner when the Base Policy is in effect conditional upon evidence of insurability.

If the rider was terminated due to non-payment of OPP Premiums by the second anniversary or for 3 anniversaries in a row, evidence of insurability will be required for this reinstatement.

If this rider is reinstated, new Paid-Up Insurance can be purchased only as of a date that is on or after the date of the reinstatement. New 2 year Contestable Period of Rider and Suicide Exclusion periods will apply beginning on the date of reinstatement.

It may happen that the Base Policy also includes a Dividend Option Term Rider (referred to as "DOT" in this rider). If, during the Initial Premium Paying Period of the DOT rider, the OPP rider ends for the reasons in Section 14c, it will be automatically reinstated after the fifth year the DOT rider has been in effect.

6. **Contract** This rider is made a part of the Base Policy, based on the application for the rider.

7. **Contestable Period Of Rider** We will not contest this rider, or any Paid-Up Insurance that does not exceed the OPP Premium Limit (as defined in Section 3B), after the rider has been in effect during the lifetime of each Insured for 2 years from its date of issue. Additionally, we will not contest any Approved Additional Insurance after such insurance has been in effect for two years. Our right to contest beyond this 2-year period is limited to only that Insured who died during this 2-year period. The rider is incontestable with respect to the Insured who survived the 2-year period. Our right to contest is limited to material misstatements made in the original application, the application for Approved Additional Insurance purchase, or the reinstatement application, as appropriate. If the Base Policy to which this rider is attached lapses, and is reinstated, we will not contest this rider after it has been in effect during the lifetime of each Insured for 2 years from the effective date of reinstatement.

We will not contest the payment of any life insurance proceeds attributable to the difference in rates due to a reclassification after such reclassification has been in effect for 2 years from the effective date of reclassification during the lifetime of the Insured. We will require evidence of insurability in cases of reclassification.

8. **Suicide Exclusion** In the event of the suicide of the first of the Insureds, while sane or insane, within 2 years of the date of issue of this rider, the rider will continue on the surviving Insured. Suicide of both Insureds at the same time, or the surviving Insured, while sane or insane, within 2 years of the date of issue of this rider, is not covered by this rider. In that event, this rider will end and the only amount payable will be all OPP Premiums paid under this rider, less any outstanding loan and accrued loan interest.

Suicide of one or both of the Insureds, while sane or insane, within 2 years of the effective date of Approved Additional Insurance is not covered by this rider. In this event, this rider will end, and the only amount payable in connection with that Approved Additional Insurance is the premium paid for that insurance.

9. **Purchase Of Paid Up Insurance** The amount of Paid-Up Insurance purchased by each OPP Premium is equal to the OPP Premium less any applicable premium charges (as described in Section 4) divided by the Net Single Premium Rate for the Insureds' ages as of the most recent policy anniversary. The Net Single Premium rates per 1000 of insurance are shown in the "Net Single Premium Rates" table on the OPP Rider Data Page. They are calculated using the mortality table and interest rate specified on the OPP Rider Data Page.

## OPTION TO PURCHASE PAID-UP ADDITIONS (OPP) (Continued)

- 10. Cash Values** The Paid-Up Insurance purchased with OPP Premiums has guaranteed cash value associated with it. The guaranteed cash value on a policy anniversary is equal to the amount of paid up insurance purchased by any OPP premium payments made since the rider began multiplied by the guaranteed cash value for the Insureds' attained age on that policy anniversary. The guaranteed cash value per 1000 of insurance at each attained age is shown in the "Table of Guaranteed Cash Values" on the OPP Rider Data Page. They are calculated using the mortality table and interest rate specified on the OPP Rider Data Page.
- 11. Dividends** Paid Up Insurance purchased by OPP Premiums is eligible for dividends. The dividend option selected for the Base Policy will be applied to any dividends payable on the Paid Up Insurance purchased by OPP Premiums.
- 12. Loan Values** The Paid-Up Insurance purchased by OPP Premiums has loan value. You can borrow any amount up to the policy loan value of this Paid-Up Insurance using such Paid-Up Insurance as sole security. On a policy anniversary, the policy loan value is the Cash Surrender Value. At any other time, the policy loan value is the amount that, with interest, will equal the policy loan value on the next anniversary.
- 13. Dates and Amounts** This rider will have the same date of issue as the Base Policy, unless the rider is added to a policy that is already in effect. If this rider is issued at the same time as the Base Policy, the date of issue is shown on the Base Policy Data Pages. If this rider is added to a policy that is already in effect, the rider date of issue is shown on rider data pages that we send you with a copy of this rider.
- 14. When Rider Ends** This rider ends if:
- a) The Base Policy ends or is surrendered;
  - b) You send us your signed notice to cancel this rider. You can do this at any time;
  - c) No premium, or less than the minimum amount shown on the OPP Rider Data Page, for Paid-Up Insurance is paid by the second anniversary or for 3 anniversaries in a row, unless premiums for the Base Policy are being waived on account of total disability; or
  - d) The Base Policy is in effect as paid-up insurance or extended term insurance resulting from non-payment of policy premiums.

Any Paid-Up Insurance in effect when this rider ends will continue, if the Base Policy continues. No new Paid-Up Insurance can be purchased unless this rider is reinstated.

### NEW YORK LIFE INSURANCE COMPANY

  
[ *Susan A. Thayer* ]  
Secretary

  
[ *Theodore A. Blumenthal* ]  
President

SERFF Tracking Number: NYLC-127942341  
Filing Company: New York Life Insurance Company  
Company Tracking Number: 212-330  
TOI: L071 Individual Life - Whole  
Product Name: AD113 OPP Rider  
Project Name/Number: AD113 OPP Rider /212-330, et al.

State: Arkansas  
State Tracking Number: 50592  
Sub-TOI: L071.111 Single Premium - Single Life

## Supporting Document Schedules

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

	Item Status:	Status Date:
<b>Bypassed - Item:</b> Application <b>Bypass Reason:</b> N/A <b>Comments:</b>		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Life & Annuity - Acturial Memo <b>Comments:</b> <b>Attachments:</b> AD1113 OPP WL AM sex distinct.pdf AD113 OPP WL AM Unisex.pdf AD113 SWL OPP AM General.pdf AD113 SWL OPP AM General Unisex.pdf		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Statement of Variability <b>Comments:</b> <b>Attachments:</b> OPP SOV.pdf SWL OPP SOV.pdf		

	Item Status:	Status
--	--------------	--------

SERFF Tracking Number: NYLC-127942341 State: Arkansas  
Filing Company: New York Life Insurance Company State Tracking Number: 50592  
Company Tracking Number: 212-330  
TOI: L071 Individual Life - Whole Sub-TOI: L071.111 Single Premium - Single Life  
Product Name: AD113 OPP Rider  
Project Name/Number: AD113 OPP Rider /212-330, et al.

**Date:**

**Satisfied - Item:** Annotated Data Pages

**Comments:**

**Attachments:**

OPP rider annotated WLdata pg.pdf

OPP rider annotated WLunisex data pg.pdf

SWL OPP rider annotated data pg.pdf

**NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION**

**READABILITY CERTIFICATION**

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

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

<u>Form No.</u>	<u>Flesch Score</u>
212-330	50
212-333	50
212-355	50

**NEW YORK LIFE INSURANCE AND  
ANNUITY CORPORATION**



---

**Signature**

---

**Linda E. LoPinto**

**Name**

---

**Corporate Vice President**

**Title**

---

**December 30, 2011**

**Date**



**New York Life Insurance Company**  
**Memorandum of Variability for Rider Form: 212-330 and 212-333**  
**December 14, 2011**

Variable material is bracketed on the attached Rider Form and in the Data Pages of the Rider.

<b>Officer signatures and titles</b>	In the event the title of an officer signing the form changes, any new title utilized will be the title of an officer of the company.
<b>1. Policy number</b>	As automated systems assign.
<b>2. Insured(s)</b>	Insured's name as it appears on application.
<b>3. OPP Premium Limit</b>	Can vary by issue age, gender, and the face amount applicable to the Base Policy (1 times the base policy premium, assuming a risk class of Standard)
<b>4. Expense Charge</b>	Can vary from 0% to a maximum of 30%.
<b>5. Waiver of Premium Charge</b>	This footnote only prints if WP is included in the policy. Can vary by issue age, gender, class of risk, mode, and the face amount applicable to the Base Policy.
<b>6. Interest Rate</b>	Can vary from a minimum of 1% to a maximum of 6%.
<b>7. Table of Net Single Premiums</b>	Can vary by gender
<b>8. Table of Cash Values</b>	Can vary by gender

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

**New York Life Insurance Company**  
**Memorandum of Variability for Rider Form: 212-355**  
**December 20, 2011**

Variable material is bracketed on the attached Rider Form and in the Data Pages of the Rider.

<b>Officer signatures and titles</b>	In the event the title of an officer signing the form changes, any new title utilized will be the title of an officer of the company.
<b>1. Policy number</b>	As automated systems assign.
<b>2. Insured(s)</b>	Insured's name as it appears on application.
<b>3. OPP Premium Limit</b>	Can vary by issue age, gender, and the face amount applicable to the Base Policy (1 times the base policy premium, assuming a risk class of Standard)
<b>4. Expense Charge</b>	Can vary from 0% to a maximum of 60%.
<b>5. Interest Rate</b>	Can vary from a minimum of 1% to a maximum of 6%.
<b>6. Table of Net Single Premiums</b>	Can vary by issue age, gender and risk class of both insureds
<b>7. Table of Cash Values</b>	Can vary by issue age, gender and risk class of both insureds

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

POLICY NUMBER **#1** [00 000 000]

INSURED **#2** [JOHN DOE]

RIDER DATA PAGE  
for  
**OPTION TO PURCHASE PAID-UP ADDITIONS RIDER (OPP)**

**ADDITIONAL RIDER INFORMATION**

**OPP Premium Limit**

The **OPP Premium Limit**, applicable to all OPP Premium payments made under the rider and based on a standard class of risk, is **#3** \$[XX,XXX.00].

**OPP Premium Minimums**

The minimum Scheduled or Unscheduled OPP Premium payment that will be accepted in a policy year referred to in Section 3 A of the rider is **\$120**.

**Expense Charge**

The Expense Charge (referred to in Section 4 of the rider) that is applied to each payment made under the OPP rider in the first Policy Year may not exceed **#4** [8.0]%. The Expense Charge that is applied to each payment made under the OPP rider in Policy Years after the first may not exceed **#4**[12.0]%.

**#5[Waiver of Premium Charge**

The waiver of premium charge that is applied to all scheduled OPP payments made under the rider referred to in Section 4 of the rider is [X%.]

**Mortality Table**

The Mortality Table referred to in Sections 10 and 11 of the rider is:  
THE COMMISSIONER'S 2001 STANDARD ORDINARY MALE/FEMALE DISTINCT AND COMPOSITE  
ULTIMATE TABLES OF MORTALITY, ANB.

**Interest Rate**

The interest rate referred to in Section 10 is **#6**[4] %.

The interest rate referred to in Section 11 is **#6**[4] %.

## RIDER DATA PAGE

for

## OPTION TO PURCHASE PAID-UP ADDITIONS RIDER (OPP)

## ADDITIONAL RIDER INFORMATION

Table of Net Single Premiums for Option To Purchase Paid-Up Additions Rider  
(per \$1,000 of Paid-Up Insurance in effect at attained age indicated)

#7 [MALE]

| Attained Age |
|--------------|--------------|--------------|--------------|--------------|
| 0 #7 [63.72  | 25 [150.10   | 50 [349.69   | 75 [689.48   | 100 [924.37  |
| 1 65.34      | 26 155.18    | 51 361.20    | 76 703.81    | 101 927.97   |
| 2 67.42      | 27 160.43    | 52 373.02    | 77 718.06    | 102 931.50   |
| 3 69.75      | 28 165.84    | 53 385.10    | 78 732.13    | 103 934.95   |
| 4 72.28      | 29 171.49    | 54 397.44    | 79 745.92    | 104 938.34   |
| 5 74.98      | 30 177.38    | 55 409.98    | 80 759.33    | 105 941.64   |
| 6 77.78      | 31 183.52    | 56 422.69    | 81 772.34    | 106 944.86   |
| 7 80.68      | 32 189.92    | 57 435.58    | 82 784.86    | 107 948.00   |
| 8 83.70      | 33 196.59    | 58 448.64    | 83 796.96    | 108 951.05   |
| 9 86.85      | 34 203.51    | 59 461.97    | 84 808.67    | 109 954.02   |
| 10 90.11     | 35 210.70    | 60 475.56    | 85 819.94    | 110 956.89   |
| 11 93.50     | 36 218.15    | 61 489.35    | 86 830.68    | 111 959.68   |
| 12 96.99     | 37 225.86    | 62 503.27    | 87 840.83    | 112 962.37   |
| 13 100.56    | 38 233.85    | 63 517.25    | 88 850.32    | 113 964.98   |
| 14 104.23    | 39 242.08    | 64 531.24    | 89 859.15    | 114 967.49   |
| 15 107.97    | 40 250.58    | 65 545.25    | 90 867.29    | 115 969.92   |
| 16 111.73    | 41 259.35    | 66 559.30    | 91 874.75    | 116 972.25   |
| 17 115.54    | 42 268.38    | 67 573.43    | 92 881.78    | 117 974.50   |
| 18 119.37    | 43 277.66    | 68 587.68    | 93 888.42    | 118 976.66   |
| 19 123.31    | 44 287.19    | 69 602.06    | 94 894.65    | 119 978.73   |
| 20 127.36    | 45 296.95    | 70 616.61    | 95 900.44    | 120 980.64   |
| 21 131.57    | 46 306.93    | 71 631.26    | 96 905.74    | 121 1000.00] |
| 22 135.95    | 47 317.17    | 72 645.99    | 97 910.82    |              |
| 23 140.49    | 48 327.67    | 73 660.57    | 98 915.66    |              |
| 24 145.21]   | 49 338.50 ]  | 74 675.06]   | 99 920.21]   |              |

RIDER DATA PAGE  
for  
**OPTION TO PURCHASE PAID-UP ADDITIONS RIDER (OPP)**

**ADDITIONAL RIDER INFORMATION**

**Table of Cash Values for Option To Purchase Paid-Up Additions Rider**  
(per \$1,000 of Paid-Up Insurance in effect at attained age indicated)

**#8** [MALE]

Attained Age	Cash Value	Attained Age	Cash Value	Attained Age	Cash Value	Attained Age	Cash Value	Attained Age	Cash Value
0	<b>#8</b> [63.72	25	[150.10	50	[349.69	75	[ 689.48	100	[924.37
1	65.34	26	155.18	51	361.20	76	703.81	101	927.97
2	67.42	27	160.43	52	373.02	77	718.06	102	931.50
3	69.75	28	165.84	53	385.10	78	732.13	103	934.95
4	72.28	29	171.49	54	397.44	79	745.92	104	938.34
5	74.98	30	177.38	55	409.98	80	759.33	105	941.64
6	77.78	31	183.52	56	422.69	81	772.34	106	944.86
7	80.68	32	189.92	57	435.58	82	784.86	107	948.00
8	83.70	33	196.59	58	448.64	83	796.96	108	951.05
9	86.85	34	203.51	59	461.97	84	808.67	109	954.02
10	90.11	35	210.70	60	475.56	85	819.94	110	956.89
11	93.50	36	218.15	61	489.35	86	830.68	111	959.68
12	96.99	37	225.86	62	503.27	87	840.83	112	962.37
13	100.56	38	233.85	63	517.25	88	850.32	113	964.98
14	104.23	39	242.08	64	531.24	89	859.15	114	967.49
15	107.97	40	250.58	65	545.25	90	867.29	115	969.92
16	111.73	41	259.35	66	559.30	91	874.75	116	972.25
17	115.54	42	268.38	67	573.43	92	881.78	117	974.50
18	119.37	43	277.66	68	587.68	93	888.42	118	976.66
19	123.31	44	287.19	69	602.06	94	894.65	119	978.73
20	127.36	45	296.95	70	616.61	95	900.44	120	980.64
21	131.57	46	306.93	71	631.26	96	905.74	121	1000.00]
22	135.95	47	317.17	72	645.99	97	910.82		
23	140.49	48	327.67	73	660.57	98	915.66		
24	145.21]	49	338.50]	74	675.06]	99	920.21]		

POLICY NUMBER #1[00 000 000]

INSURED #2[JOHN DOE]

RIDER DATA PAGE  
for  
**OPTION TO PURCHASE PAID-UP ADDITIONS RIDER (OPP)**

**ADDITIONAL RIDER INFORMATION**

**OPP Premium Limit**

The **OPP Premium Limit**, applicable to all OPP Premium payments made under the rider and based on a standard class of risk, is #3\$[XX,XXX.00].

**OPP Premium Minimums**

The minimum Scheduled or Unscheduled OPP Premium payment that will be accepted in a policy year referred to in Section 3 A of the rider is \$120.

**Expense Charge**

The Expense Charge (referred to in Section 4 of the rider) that is applied to each payment made under the OPP rider in the first Policy Year may not exceed #4[8.0]%. The Expense Charge that is applied to each payment made under the OPP rider in Policy Years after the first may not exceed #4[12.0]%.

**#5[Waiver of Premium Charge**

The waiver of premium charge that is applied to all scheduled OPP payments made under the rider referred to in Section 4 of the rider is [X]%).

**Mortality Table**

The Mortality Table referred to in Sections 10 and 11 of the rider is:  
THE COMMISSIONER'S 2001 STANDARD ORDINARY UNISEX (80% MALE/20% FEMALE)  
COMPOSITE ULTIMATE TABLES OF MORTALITY, ANB.

**Interest Rate**

The interest rate referred to in Section 10 is #6[4] %.  
The interest rate referred to in Section 11 is #6[4] %.

POLICY NUMBER #1[00 000 000]

INSURED #2[JOHN DOE]

RIDER DATA PAGE  
for  
**OPTION TO PURCHASE PAID-UP ADDITIONS RIDER (OPP)**

**ADDITIONAL RIDER INFORMATION**

**Table of Net Single Premiums for Option To Purchase Paid-Up Additions Rider**  
(per \$1,000 of Paid-Up Insurance in effect at attained age indicated)

[UNISEX]

| <b>Attained Age</b> |
|---------------------|---------------------|---------------------|---------------------|---------------------|
| 0 #7 61.67          | 25 146.13           | 50 341.87           | 75 675.28           | 100 913.77          |
| 1 63.31             | 26 151.14           | 51 353.13           | 76 689.45           | 101 918.55          |
| 2 65.34             | 27 156.32           | 52 364.68           | 77 703.54           | 102 923.37          |
| 3 67.61             | 28 161.66           | 53 376.48           | 78 717.47           | 103 928.18          |
| 4 70.07             | 29 167.22           | 54 388.52           | 79 731.15           | 104 932.91          |
| 5 72.68             | 30 173.02           | 55 400.76           | 80 744.49           | 105 937.49          |
| 6 75.39             | 31 179.06           | 56 413.18           | 81 757.49           | 106 941.80          |
| 7 78.21             | 32 185.35           | 57 425.77           | 82 770.00           | 107 945.84          |
| 8 81.13             | 33 191.88           | 58 438.53           | 83 782.07           | 108 949.61          |
| 9 84.17             | 34 198.67           | 59 451.54           | 84 793.74           | 109 953.16          |
| 10 87.32            | 35 205.71           | 60 464.79           | 85 804.95           | 110 956.43          |
| 11 90.60            | 36 213.00           | 61 478.24           | 86 815.65           | 111 959.39          |
| 12 93.99            | 37 220.54           | 62 491.84           | 87 825.84           | 112 962.09          |
| 13 97.45            | 38 228.34           | 63 505.51           | 88 835.34           | 113 964.61          |
| 14 101.01           | 39 236.38           | 64 519.23           | 89 844.14           | 114 967.36          |
| 15 104.65           | 40 244.69           | 65 533.00           | 90 852.24           | 115 969.81          |
| 16 108.32           | 41 253.27           | 66 546.83           | 91 859.74           | 116 972.14          |
| 17 112.05           | 42 262.10           | 67 560.76           | 92 867.22           | 117 974.41          |
| 18 115.82           | 43 271.19           | 68 574.82           | 93 874.57           | 118 976.41          |
| 19 119.70           | 44 280.53           | 69 589.00           | 94 881.65           | 119 978.31          |
| 20 123.70           | 45 290.10           | 70 603.35           | 95 888.27           | 120 980.64          |
| 21 127.86           | 46 299.91           | 71 617.79           | 96 894.13           | 121 1000.00         |
| 22 132.17           | 47 309.97           | 72 632.31           | 97 899.39           |                     |
| 23 136.64           | 48 320.28           | 73 646.71           | 98 903.85           |                     |
| 24 141.30           | 49 330.91           | 74 661.02           | 99 908.75           |                     |

RIDER DATA PAGE  
for

## OPTION TO PURCHASE PAID-UP ADDITIONS RIDER (OPP)

## ADDITIONAL RIDER INFORMATION

Table of Cash Values for Option To Purchase Paid-Up Additions Rider  
(per \$1,000 of Paid-Up Insurance in effect at attained age indicated)

[UNISEX]

Attained Age	Cash Value								
0	#8 61.67	25	146.13	50	341.87	75	675.28	100	913.77
1	63.31	26	151.14	51	353.13	76	689.45	101	918.55
2	65.34	27	156.32	52	364.68	77	703.54	102	923.37
3	67.61	28	161.66	53	376.48	78	717.47	103	928.18
4	70.07	29	167.22	54	388.52	79	731.15	104	932.91
5	72.68	30	173.02	55	400.76	80	744.49	105	937.49
6	75.39	31	179.06	56	413.18	81	757.49	106	941.80
7	78.21	32	185.35	57	425.77	82	770.00	107	945.84
8	81.13	33	191.88	58	438.53	83	782.07	108	949.61
9	84.17	34	198.67	59	451.54	84	793.74	109	953.16
10	87.32	35	205.71	60	464.79	85	804.95	110	956.43
11	90.60	36	213.00	61	478.24	86	815.65	111	959.39
12	93.99	37	220.54	62	491.84	87	825.84	112	962.09
13	97.45	38	228.34	63	505.51	88	835.34	113	964.61
14	101.01	39	236.38	64	519.23	89	844.14	114	967.36
15	104.65	40	244.69	65	533.00	90	852.24	115	969.81
16	108.32	41	253.27	66	546.83	91	859.74	116	972.14
17	112.05	42	262.10	67	560.76	92	867.22	117	974.41
18	115.82	43	271.19	68	574.82	93	874.57	118	976.41
19	119.70	44	280.53	69	589.00	94	881.65	119	978.31
20	123.70	45	290.10	70	603.35	95	888.27	120	980.64
21	127.86	46	299.91	71	617.79	96	894.13	121	1000.00
22	132.17	47	309.97	72	632.31	97	899.39		
23	136.64	48	320.28	73	646.71	98	903.85		
24	141.30	49	330.91	74	661.02	99	908.75		

POLICY NUMBER #1[00 000 000]

INSUREDS #2[JOHN DOE]  
[JANE DOE]

RIDER DATA PAGE  
for  
OPTION TO PURCHASE PAID-UP ADDITIONS RIDER (OPP)

**ADDITIONAL RIDER INFORMATION**

**OPP Premium Limit**

The **OPP Premium Limit**, applicable to all OPP Premium payments made under the rider and based on a standard class of risk, is #3\$[XX,XXX.00].

**OPP Premium Minimums**

The minimum Scheduled or Unscheduled OPP Premium payment that will be accepted in a policy year referred to in Section 3 A of the rider is \$120.

**Expense Charge**

The Expense Charge (referred to in Section 4 of the rider) that is applied to each payment made under the OPP rider in the first Policy Year may not exceed #4[8.0]%. The Expense Charge that is applied to each payment made under the OPP rider in Policy Years after the first may not exceed #4[12]%.

**Mortality Table**

The Mortality Table referred to in Sections 9 and 10 of the rider is:  
THE COMMISSIONER'S 2001 STANDARD ORDINARY MALE/FEMALE, SMOKER/NONSMOKER,  
ULTIMATE TABLES OF MORTALITY, ANB.

**Interest Rate**

The interest rate referred to in Section 9 is #5[4] %.  
The interest rate referred to in Section 10 is #5[4] %.

POLICY NUMBER #1[00 000 000]

INSURED #2[JOHN DOE]  
[JANE DOE]

RIDER DATA PAGE  
for  
**OPTION TO PURCHASE PAID-UP ADDITIONS RIDER (OPP)**

**ADDITIONAL RIDER INFORMATION**

**Table of Net Single Premiums for Option To Purchase Paid-Up Additions Rider**  
(per \$1,000 of Paid-Up Insurance in effect at attained age of Younger Insured indicated)

| Attained Age of Younger Insured |
|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| 20 #6 [ 93.27                   | 45 246.8                        | 70 584.46                       | 95 886.3                        | 120 980.64                      |
| 21 97.00                        | 46 256.43                       | 71 600.73                       | 96 892.36                       | 121 1,000.00                    |
| 22 100.87                       | 47 266.40                       | 72 616.99                       | 97 897.40                       |                                 |
| 23 104.91                       | 48 276.72                       | 73 633.13                       | 98 901.17                       |                                 |
| 24 109.10                       | 49 287.41                       | 74 649.12                       | 99 905.96                       |                                 |
| 25 113.45                       | 50 298.45                       | 75 664.95                       | 100 911.17                      |                                 |
| 26 117.98                       | 51 309.86                       | 76 680.58                       | 101 916.24                      |                                 |
| 27 122.68                       | 52 321.64                       | 77 695.99                       | 102 921.3                       |                                 |
| 28 127.57                       | 53 333.78                       | 78 711.13                       | 103 926.32                      |                                 |
| 29 132.66                       | 54 346.29                       | 79 725.92                       | 104 931.33                      |                                 |
| 30 137.94                       | 55 359.13                       | 80 740.31                       | 105 936.39                      |                                 |
| 31 143.43                       | 56 372.32                       | 81 754.28                       | 106 941.07                      |                                 |
| 32 149.14                       | 57 385.84                       | 82 767.58                       | 107 945.38                      |                                 |
| 33 155.06                       | 58 399.67                       | 83 780.19                       | 108 949.34                      |                                 |
| 34 161.23                       | 59 413.83                       | 84 792.18                       | 109 953.01                      |                                 |
| 35 167.63                       | 60 428.31                       | 85 803.53                       | 110 956.37                      |                                 |
| 36 174.27                       | 61 443.08                       | 86 814.18                       | 111 959.36                      |                                 |
| 37 181.18                       | 62 458.11                       | 87 824.33                       | 112 962.06                      |                                 |
| 38 188.35                       | 63 473.36                       | 88 833.57                       | 113 964.55                      |                                 |
| 39 195.80                       | 64 488.79                       | 89 841.93                       | 114 967.35                      |                                 |
| 40 203.53                       | 65 504.40                       | 90 849.43                       | 115 969.80                      |                                 |
| 41 211.56                       | 66 520.15                       | 91 856.38                       | 116 972.13                      |                                 |
| 42 219.90                       | 67 536.05                       | 92 863.85                       | 117 974.4                       |                                 |
| 43 228.54                       | 68 552.09                       | 93 871.50                       | 118 976.36                      |                                 |
| 44 237.51                       | 69 568.22                       | 94 879.05                       | 119 978.23                      |                                 |

POLICY NUMBER #1[00 000 000]

INSURED #2[JOHN DOE]

RIDER DATA PAGE  
for  
**OPTION TO PURCHASE PAID-UP ADDITIONS RIDER (OPP)**

**ADDITIONAL RIDER INFORMATION**

**Table of Cash Values for Option To Purchase Paid-Up Additions Rider**  
(per \$1,000 of Paid-Up Insurance in effect at attained age of Younger Insured indicated)

Attained Age of Attained Age of Younger Younger Insured	Attained Age of Younger Insured	Attained Age of Younger Insured	Attained Age of Younger Insured	Attained Age of Younger Insured
<u>Cash Value</u>	<u>Cash Value</u>	<u>Cash Value</u>	<u>Cash Value</u>	<u>Cash Value</u>
20 #7 [ 93.27	45 246.8	70 584.46	95 886.3	120 980.64
21 97.00	46 256.43	71 600.73	96 892.36	121 1,000.00
22 100.87	47 266.40	72 616.99	97 897.40	
23 104.91	48 276.72	73 633.13	98 901.17	
24 109.10	49 287.41	74 649.12	99 905.96	
25 113.45	50 298.45	75 664.95	100 911.17	
26 117.98	51 309.86	76 680.58	101 916.24	
27 122.68	52 321.64	77 695.99	102 921.3	
28 127.57	53 333.78	78 711.13	103 926.32	
29 132.66	54 346.29	79 725.92	104 931.33	
30 137.94	55 359.13	80 740.31	105 936.39	
31 143.43	56 372.32	81 754.28	106 941.07	
32 149.14	57 385.84	82 767.58	107 945.38	
33 155.06	58 399.67	83 780.19	108 949.34	
34 161.23	59 413.83	84 792.18	109 953.01	
35 167.63	60 428.31	85 803.53	110 956.37	
36 174.27	61 443.08	86 814.18	111 959.36	
37 181.18	62 458.11	87 824.33	112 962.06	
38 188.35	63 473.36	88 833.57	113 964.55	
39 195.80	64 488.79	89 841.93	114 967.35	
40 203.53	65 504.40	90 849.43	115 969.80	
41 211.56	66 520.15	91 856.38	116 972.13	
42 219.90	67 536.05	92 863.85	117 974.4	
43 228.54	68 552.09	93 871.50	118 976.36	
44 237.51	69 568.22	94 879.05	119 978.23	

212-355

**NEW YORK LIFE INSURANCE COMPANY**  
RIDER DATA PAGE OPP 3