

SERFF Tracking Number: NYLA-128343664 State: Arkansas
 Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number:
 Company Tracking Number: 212-P100
 TOI: A05I Individual Annuities- Immediate Non- Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
 Product Name: GRIA
 Project Name/Number: GRIA/212-P100

Filing at a Glance

Company: New York Life Insurance and Annuity Corporation

Product Name: GRIA SERFF Tr Num: NYLA-128343664 State: Arkansas
 TOI: A05I Individual Annuities- Immediate Non- Variable SERFF Status: Closed-Approved- Closed State Tr Num:
 Sub-TOI: A05I.000 Annuities - Immediate Non- variable Co Tr Num: 212-P100 State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird
 Authors: Susan Britton, Yelena Reich Disposition Date: 07/06/2012
 Date Submitted: 06/25/2012 Disposition Status: Approved-Closed
 Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: GRIA Status of Filing in Domicile: Pending
 Project Number: 212-P100 Date Approved in Domicile:
 Requested Filing Mode: Review & Approval Domicile Status Comments:
 Explanation for Combination/Other: Market Type: Individual
 Submission Type: New Submission Individual Market Type:
 Overall Rate Impact: Filing Status Changed: 07/06/2012
 State Status Changed: 07/06/2012
 Deemer Date: Created By: Yelena Reich
 Submitted By: Yelena Reich Corresponding Filing Tracking Number:
 Filing Description:
 This filing consists of two new single premium individual immediate fixed annuity policies, two new applications, and five new riders.
 State Narrative:

Company and Contact

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 Product Name: GRIA
 Project Name/Number: GRIA/212-P100

Filing Contact Information

Yelena Reich, yelena_reich@newyorklife.com
 1 Rockwood Road 914-846-3481 [Phone]
 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: \$450.00
 Retaliatory? Yes
 Fee Explanation: 9 forms @\$50.00 each=\$450.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
New York Life Insurance and Annuity Corporation	\$450.00	06/25/2012	60395752

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 Project Name/Number: GRIA/212-P100

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	07/06/2012	07/06/2012

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	Statements of Variability	Susan Britton	06/29/2012	06/29/2012

SERFF Tracking Number: NYLA-128343664 *State:* Arkansas
Filing Company: New York Life Insurance and Annuity *State Tracking Number:*
Corporation
Company Tracking Number: 212-P100
TOI: A05I Individual Annuities- Immediate Non- *Sub-TOI:* A05I.000 Annuities - Immediate Non-variable
Variable
Product Name: GRIA
Project Name/Number: GRIA/212-P100

Disposition

Disposition Date: 07/06/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NYLA-128343664 State: Arkansas
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 Product Name: GRIA
 Project Name/Number: GRIA/212-P100

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

SERFF Tracking Number: NYLA-128343664 State: Arkansas
Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number:
Company Tracking Number: 212-P100
TOI: A05I Individual Annuities- Immediate Non-Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
Product Name: GRIA
Project Name/Number: GRIA/212-P100

Amendment Letter

Submitted Date: 06/29/2012

Comments:

The Statements of Variability for policy forms 212-P100 and 212-P101 have been revised to now include the "Marketing Name" as one of the variable items.

Thank you,

Susan Britton

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: Statements of Variability

Comment: The SOVs for policy forms 212-P100 and 212-P101 have been revised.

SOV-212-A100.pdf

SOV-212-A101.pdf

SOV-206-308 (06.2012).pdf

SOV-206-309 (06.2012).pdf

SOV-206-310 (06.2012).pdf

SOV-211-R103 (06.2012).pdf

SOV-211-R107 (06.2012).pdf

SOV-212-P100.pdf

SOV-212-P101.pdf

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 Product Name: GRIA
 Project Name/Number: GRIA/212-P100

Form Schedule

Lead Form Number: 212-P100

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	212-P100	Policy/Contract/Individual Single Premium Immediate Fixed Annuity Certificate	Initial		50.800	Policy-212-P100.pdf
	212-P101	Policy/Contract/Individual Single Premium Immediate Fixed Annuity Certificate	Initial		50.900	Policy-212-P101.pdf
	211-R103 (06/2012)	Policy/Contract/Individual Certificate: Amendment, Insert Page, Endorsement or Rider	Revised	Replaced Form #: 211-R103 Previous Filing #: NYLA-127130309	51.200	Withdrawal Rider-211-R103 (06.2012).pdf
	211-R107 (06/2012)	Policy/Contract/Individual Certificate: Amendment, Insert Page, Endorsement or Rider	Revised	Replaced Form #: 211-R107 Previous Filing #: NYLA-127130309	50.000	Withdrawal Rider-211-R107 (06.2012).pdf
	206-310 (06/2012)	Policy/Contract/Individual	Revised	Replaced Form #: 206-310 (09/2011) Previous Filing #:	51.400	Withdrawal Rider-206-310 (06-

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	Certificate:		NYLA-127130309		2012).pdf
	Amendmen t, Insert Page, Endorseme nt or Rider				
206-308 (06/2012)	Policy/Cont Withdrawal Rider ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: 206-308 (03/2012) Previous Filing #: NYLA-127707188	51.100	Withdrawal Rider-206- 308 (06- 2012).pdf
206-309 (06/2012)	Policy/Cont Withdrawal Rider ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: 206-309 (03/2012) Previous Filing #: NYLA-127707188	50.100	Withdrawal Rider-206- 309 (06- 2012).pdf
212-A100	Application/ Application For Enrollment Individual Single Form Premium Immediate Fixed Annuity	Initial		51.100	Application 212-A100.pdf
212-A101	Application/ Application For Enrollment Individual Single Form Premium Immediate Fixed Annuity	Initial		50.200	Application 212-A101.pdf

[Annuitant- - JOHN DOE]
[Policy Number- -00 000 000]
[Policy Date- -JANUARY 1, 2012]

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

Annuity Income Payments On the Annuity Commencement Date, we will begin to make Annuity Income Payments to you or to the Payee(s) designated by you.

Right To Return Policy Please examine your Policy. Within ten (10) days, (or longer if required by state law), after receipt by the Owner, you may return it to the Corporation or to the agent through whom it was purchased, with a written request for a cancellation. Upon receipt of this request, the Policy will be void from the start, and a full Premium refund will be made.

The Policy 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 [1-800-598-2019].


President


Secretary

[New York Life Guaranteed Retirement Income Annuity]

(An Individual Single Premium Immediate Fixed Annuity)

Single Premium payable as shown on Policy Data Page

This Policy is Non-Participating.

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(s) -- [John Doe] **Age:** [65] [Male]
Policy Number -- [00 000 000]
Policy Date -- [January 1, 2012]
Owner(s) -- [The Annuitant]
Plan -- [Non-Qualified]
Single Premium: \$[250,000]

Annuity Commencement Date: [February 1, 2012]

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

[\$1,390] [Monthly], payable while the Annuitant is living.

If the Annuitant dies before the sum of the Annuity Income Payments received equals the premium paid, the Annuity Income Payments will continue at the scheduled frequency, payable to the Beneficiary, until the total payments equal the premium paid.

If the Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies).]

[Joint Life and 100% Survivor Annuity with Installment Refund

[\$1,250] [Monthly], payable while either Annuitant is living.

If both Annuitants die before the sum of the Annuity Income Payments received equals the premium paid, the Annuity Income Payments will continue at the scheduled frequency, payable to the Beneficiary, until the total payments equal the premium paid.

If the last surviving Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies).]

Upon the death of the Annuitant(s), if any remaining guaranteed Annuity Income Payments are paid in one sum to a Beneficiary, the present value of those payments will be calculated based on the following schedule of discount rates:

Annuity Income Payments Payable in Policy Years [1 Through 5]	[3.30]%
Annuity Income Payments Payable in Policy Years [6 Through 10]	[4.76]%
Annuity Income Payments Payable in Policy Years [11 Through 20]	[5.45]%
Annuity Income Payments Payable in Policy Years [21 Through 30]	[5.84]%

Annual Increase Option Selected: Annuity Income Payments will increase annually by [3]% for the duration of the Policy and will begin on the first anniversary of the Annuity Commencement Date.

Changing Needs Rider Option Selected:

On [February 1, 2015] your adjusted Annuity Income Payments will be [\$1,550 monthly] payable for the duration of the Policy.

The adjusted Annuity Income Payment amount will be reduced for the [remainder of the Guaranteed Period] [duration of the Policy] by the exercise of the [40%] Withdrawal Rider.

Income Enhancement Option Rider Selected:

Beginning Index Interest Rate: [4.50%]

Ending Index Interest Rate: Must be [6.50%] or higher for the option to activate

Adjusted Annuity Benefit, if the option activates: [\$1,640] [Monthly], payable for the duration of the Policy.

Adjusted Annuity Benefit Payment Date: [February 1, 2017]

If the Income Enhancement Option is activated, the Adjusted Annuity Benefit will be reduced for the [remainder of the Guaranteed Period] [duration of the Policy] by the exercise of the [40%] Withdrawal Rider.

[40% WITHDRAWAL RIDER

(See next page for rider information)]

[WITHDRAWAL RIDER

(See next page for rider information)]

POLICY DATA PAGE
(Page 2 Continued)

40% WITHDRAWAL RIDER

The following information is used to calculate the Withdrawal Benefit available under this rider:

Available Withdrawal Effective Dates:
[February 1, 2017, February 1, 2022 or February 1, 2027]

Life Expectancy on the Policy Date:

<u>Annuitant(s)</u>	<u>Years</u>	<u>Months</u>
[John Doe]	[20]	[6]

Discount Rates:
These rates will be adjusted by the Interest Rate Change Adjustment (as defined in the rider) prior to discounting.

Annuity Income Payments Payable in Policy Years [1 Through 5]	[3.30]%
Annuity Income Payments Payable in Policy Years [6 Through 10]	[4.76]%
Annuity Income Payments Payable in Policy Years [11 Through 20]	[5.45]%
Annuity Income Payments Payable in Policy Years [21 Through 30]	[5.84]%
Annuity Income Payments Payable after Policy Year [30]	[5.84]%

WITHDRAWAL RIDER

The following information is used to calculate the Withdrawal Benefit available under this rider:

Guaranteed Period on the Policy Date:

<u>Years</u>	<u>Months</u>
[20]	[0]

Discount Rates:
These rates will be adjusted by the Interest Rate Change Adjustment (as defined in the rider) prior to discounting.

Annuity Income Payments Payable in Policy Years [1 Through 5]	[3.30]%
Annuity Income Payments Payable in Policy Years [6 Through 10]	[4.76]%
Annuity Income Payments Payable in Policy Years [11 Through 20]	[5.45]%
Annuity Income Payments Payable in Policy Years [21 Through 30]	[5.84]%
Annuity Income Payments Payable after Policy Year [30]	[5.84]%

If this rider is exercised, Future Guaranteed Payments will be reduced by the selected percentage of the withdrawal, as described in the rider. If an Annuitant is living at the expiration of the Guaranteed Period, full Annuity Income Payments will resume on [January 1, 2032], and will continue for the lifetime of the Annuitant(s). The amount of the Annuity Income Payments will be calculated to include applicable increases or decreases based on any option that was selected at the time of application.

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

[40% Withdrawal Rider]

[Withdrawal Rider]

[Individual Retirement Annuity Endorsement]

[ROTH Individual Retirement Annuity Endorsement]

[Income Enhancement Option Rider]

[Changing Needs Rider]

WE & YOU

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

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

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

DEFINITIONS

These terms are capitalized when used throughout this Policy.

AGE: The age of an Annuitant, as shown on the Policy Data Page, is the age as of the Policy Date. We count one-twelfth (1/12) of a year for each full month from the Annuitant's last birthday to the Policy Date.

ANNUITANT: The person(s) named on the Policy Data Page and whose life determines the Annuity Income Payments.

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

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

ANNUITY PAYMENT DATE: The date upon which NYLIAC has agreed to make each Annuity Income Payment. The initial Annuity Income Payment will be made on the Annuity Commencement Date. Scheduled Annuity Income Payments will be made on the same date of the Payment Mode selected. If an Annuity Payment Date falls on a day that we are not open for business, we will make the payment on the next Business Day.

BUSINESS DAY: Any day NYLIAC is open for business.

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

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

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

OWNER ("you, your"): The person(s) or entity(ies) designated as the Owner of this Policy as displayed on the Policy Data Page, or as subsequently changed.

PAYEE: The recipient(s) designated to receive the Annuity Income Payments under this Policy, or as subsequently changed.

PAYMENT MODE: The frequency that we agree to pay the Annuity Income Payments to the Payee. The frequency is displayed in the Annuity Income Payments section of the Policy Data Page.

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

POLICY DATE: The date the Policy is executed. It is shown on the Policy Data Page.

POLICY YEAR: A year starting on the Policy Date. Subsequent Policy Years begin on each Policy anniversary unless otherwise indicated.

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

SINGLE PREMIUM: The payment made to the Corporation as consideration for the benefits provided by this Policy. The Single Premium is the only payment that may be applied to this Policy.

SECTION ONE – ANNUITY INCOME PAYMENTS

1.1 When Will Annuity Income Payments Begin?

Annuity Income Payments will begin on the Annuity Commencement Date shown on the Policy Data Page. We will make Annuity Income Payments to you, or to the Payee(s) designated by you, in the amount(s) and for the period(s) of time shown on the Policy Data Page.

1.2 May Monthly Annuity Income Payments Be Advanced?

If you are receiving scheduled monthly Annuity Income Payments, you may elect to receive seven (7) Annuity Income Payments in one sum. If you exercise this option, you will receive a payment in one sum in an amount equal in value to the next scheduled monthly payment plus the next six (6) scheduled monthly payments. Regularly scheduled monthly payments will resume in the month following

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

If the last surviving Annuitant dies before scheduled Annuity Income Payments resume, any advanced Life Contingent Annuity Income Payments that would not have been paid after the death of that Annuitant, must be returned.

Advanced Annuity Income Payments are reported as fully taxable. This option can only be exercised three (3) times and is only available while an Annuitant is living. You can exercise this option through a notice you sign with the facts that we need. Scheduled Annuity Income Payments must resume before this option may be exercised again. This option is not available if you are under age 59½ or if the Policy is issued under a Qualified Plan.

SECTION TWO – POLICY OWNERSHIP

2.1 What Are The Rights Of Ownership Of This Policy?

The Owner has all rights of ownership in this Policy while the Annuitant is living. These rights include the right to assign your interest in this Policy (policies issued under a Non-Qualified Plan only), change a revocable beneficiary, if applicable, receive Annuity Income Payments, name one or more Payees to receive these payments and change the Owner. If this Policy is jointly owned, these rights must be exercised jointly. To exercise these rights, the Owner does not need the consent of any successor Owner or, if applicable, a revocable beneficiary. An Owner's rights of ownership end at his or her death.

2.2 May You Name A Successor Owner?

You may name a successor Owner (policies issued under a Non-Qualified Plan only). A successor Owner may be named in the application, or in a notice you sign that gives us the facts that we need. The successor Owner will become the new Owner if the Owner(s) die while the Annuitant is living. For jointly owned policies, if one Owner dies while the Annuitant is living, the surviving Owner will become the sole Owner, unless you specify otherwise.

If no successor Owner survives you and you die while the Annuitant is living, your estate becomes the new Owner. For jointly owned policies, the estate of the last surviving Owner becomes the new Owner.

For policies issued under a Qualified Plan, no successor Owner may be named. However, for Qualified Plans with a joint Annuitant, the surviving Annuitant will become the successor Owner upon your death.

2.3 May You Change The Owner Of This Policy?

You may change the Owner (policies issued under a Non-Qualified Plan only) 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, if applicable, any beneficiary. Changing the Owner or naming a new successor Owner cancels any prior choice of successor Owner.

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

SECTION THREE – GENERAL PROVISIONS

3.1 What Constitutes The Entire Contract?

This entire contract consists of this Policy, any attached riders, endorsements or amendments and a copy of the application, if attached. Only our Chairman, President, Secretary, or one of our Executive Officers may change the Policy, 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.

3.2 How Important Is The Information You Provide For This Policy?

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

3.3 Will We Be Able To Contest This Policy?

We will not contest this Policy after the Policy has been in force, while the Annuitant(s) is living, for two (2) years from the Policy 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.

3.4 May We Require Proof That The Annuitant(s) Is Living?

We may require proof from you that the Annuitant is living on any Annuity Payment Date, but not more than once in any twelve-month period.

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

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

3.6 May You Assign This Policy?

While the Annuitant is living, you may assign any interest(s) you have in this Policy (policies issued under a Non-Qualified Plan only). If you do this, your interest, and the interest of any Payee and beneficiary, if applicable, is subject to that of the assignee. An assignee may not change the Owner, Payee, or, if applicable, the beneficiary.

As Owner, you retain any rights of ownership that have not been assigned. However, if you fully assign all of your interests in this Policy to another person or entity, we will process your full assignment as a change of ownership.

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

3.7 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 an assignment. Any assignment, unless otherwise specified in the assignment by you, shall take effect on the date the assignment is signed, subject to any payment we made or action we took before receipt of the assignment.

3.8 May You Change The Payee?

You may name, revoke or change the Payee at any time by providing us with a notice you sign that gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. If the Payee dies before all payments have been made under this Policy, we will pay you until you designate a different Payee.

3.9 Does This Policy Have Cash Or Loan Values?

This Policy does not have cash values or loan values.

3.10 Do Annuity Income Payments Have Protection Against Creditors?

Except as stated in this Policy's assignment provisions, payments we make under this Policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditor.

3.11 Is This Policy Subject To Conformity With Any Law?

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

New York Life Insurance and Annuity Corporation

A Delaware Corporation and a wholly owned 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 Immediate Fixed Annuity

Single Premium payable as shown on Policy Data Page

This Policy is Non-Participating.

[Annuitant- - JOHN DOE]
[Policy Number- -00 000 000]
[Policy Date- -JANUARY 1, 2012]

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(A Delaware Corporation)

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

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

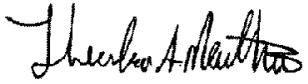
The Corporation New York Life Insurance and Annuity Corporation (NYLIAC), a Delaware Corporation and a wholly-owned subsidiary of New York Life Insurance Company, will pay the benefits of this Individual Single Premium Immediate Fixed Annuity (the "Policy") in accordance with its provisions. The following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

Annuity Income Payments On the Annuity Commencement Date, we will begin to make Annuity Income Payments to you or to the Payee(s) designated by you.

Right To Return Policy Please examine your Policy. Within ten (10) days, (or longer if required by state law), after receipt by the Owner, you may return it to the Corporation or to the agent through whom it was purchased, with a written request for a cancellation. Upon receipt of this request, the Policy will be void from the start, and a full Premium refund will be made.

The Policy 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 [1-800-598-2019].


President


Secretary

[New York Life Guaranteed Retirement Income Annuity II]

(An Individual Single Premium Immediate Fixed Annuity)

Single Premium payable as shown on Policy Data Page

This Policy is Non-Participating.

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(s) -- [John Doe] **Age:** [65] [Male]

Policy Number -- [00 000 000]
Policy Date -- [January 1, 2012]
Owner(s) -- [The Annuitant]

Plan -- [Non-Qualified]

Single Premium: \$[250,000]

Annuity Commencement Date: [February 1, 2012]

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

[\$1,390] [Monthly], payable while the Annuitant is living.

If the Annuitant dies before the sum of the Annuity Income Payments received equals the premium paid, the Annuity Income Payments will continue at the scheduled frequency, payable to the Beneficiary, until the total payments equal the premium paid.

If the Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies).]

[Joint Life and 100% Survivor Annuity with Installment Refund

[\$1,250] [Monthly], payable while either Annuitant is living.

If both Annuitants die before the sum of the Annuity Income Payments received equals the premium paid, the Annuity Income Payments will continue at the scheduled frequency, payable to the Beneficiary, until the total payments equal the premium paid.

If the last surviving Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies).]

Upon the death of the Annuitant(s), if any remaining guaranteed Annuity Income Payments are paid in one sum to a Beneficiary, the present value of those payments will be calculated based on the following schedule of discount rates:

Annuity Income Payments Payable in Policy Years [1 Through 5]	[3.30]%
Annuity Income Payments Payable in Policy Years [6 Through 10]	[4.76]%
Annuity Income Payments Payable in Policy Years [11 Through 20]	[5.45]%
Annuity Income Payments Payable in Policy Years [21 Through 30]	[5.84]%

Annual Increase Option Selected: Annuity Income Payments will increase annually by [3]% for the duration of the Policy and will begin on the first anniversary of the Annuity Commencement Date.

Changing Needs Rider Option Selected:

On [February 1, 2015] your adjusted Annuity Income Payments will be [\$1,550 monthly] payable for the duration of the Policy.

The adjusted Annuity Income Payment amount will be reduced for the [remainder of the Guaranteed Period] [duration of the Policy] by the exercise of the [30%] Withdrawal Rider.

Income Enhancement Option Rider Selected:

Beginning Index Interest Rate: [4.50%]

Ending Index Interest Rate: Must be [6.50%] or higher for the option to activate

Adjusted Annuity Benefit, if the option activates: [\$1,640] [Monthly], payable for the duration of the Policy.

Adjusted Annuity Benefit Payment Date: [February 1, 2017]

If the Income Enhancement Option is activated, the Adjusted Annuity Benefit will be reduced for the [remainder of the Guaranteed Period] [duration of the Policy] by the exercise of the [30%] Withdrawal Rider.

[30% WITHDRAWAL RIDER

(See next page for rider information)]

[WITHDRAWAL RIDER

(See next page for rider information)]

POLICY DATA PAGE
(Page 2 Continued)

30% WITHDRAWAL RIDER

The following information is used to calculate the Withdrawal Benefit available under this rider:

Available Withdrawal Effective Dates:
[February 1, 2017, February 1, 2022, or February 1, 2027]

Life Expectancy on the Policy Date:

<u>Annuitant(s)</u>	<u>Years</u>	<u>Months</u>
[John Doe]	[20]	[6]

Discount Rates:
These rates will be adjusted by the Interest Rate Change Adjustment (as defined in the rider) prior to discounting.

Annuity Income Payments Payable in Policy Years [1 Through 5]	[3.30]%
Annuity Income Payments Payable in Policy Years [6 Through 10]	[4.76]%
Annuity Income Payments Payable in Policy Years [11 Through 20]	[5.45]%
Annuity Income Payments Payable in Policy Years [21 Through 30]	[5.84]%
Annuity Income Payments Payable after Policy Year [30]	[5.84]%

WITHDRAWAL RIDER

The following information is used to calculate the Withdrawal Benefit available under this rider:

Guaranteed Period on the Policy Date:

<u>Years</u>	<u>Months</u>
[20]	[0]

Discount Rates:
These rates will be adjusted by the Interest Rate Change Adjustment (as defined in the rider) prior to discounting.

Annuity Income Payments Payable in Policy Years [1 Through 5]	[3.30]%
Annuity Income Payments Payable in Policy Years [6 Through 10]	[4.76]%
Annuity Income Payments Payable in Policy Years [11 Through 20]	[5.45]%
Annuity Income Payments Payable in Policy Years [21 Through 30]	[5.84]%
Annuity Income Payments Payable after Policy Year [30]	[5.84]%

If this rider is exercised, Future Guaranteed Payments will be reduced by the selected percentage of the withdrawal, as described in the rider. If an Annuitant is living at the expiration of the Guaranteed Period, full Annuity Income Payments will resume on [January 1, 2032], and will continue for the lifetime of the Annuitant(s). The amount of the Annuity Income Payments will be calculated to include applicable increases or decreases based on any option that was selected at the time of application.

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

[30% Withdrawal Rider]

[Withdrawal Rider]

[Individual Retirement Annuity Endorsement]

[ROTH Individual Retirement Annuity Endorsement]

[Income Enhancement Option Rider]

[Changing Needs Rider]

WE & YOU

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

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

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DEFINITIONS

These terms are capitalized when used throughout this Policy.

AGE: The age of an Annuitant, as shown on the Policy Data Page, is the age as of the Policy Date. We count one-twelfth (1/12) of a year for each full month from the Annuitant's last birthday to the Policy Date.

ANNUITANT: The person(s) named on the Policy Data Page and whose life determines the Annuity Income Payments.

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

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

ANNUITY PAYMENT DATE: The date upon which NYLIAC has agreed to make each Annuity Income Payment. The initial Annuity Income Payment will be made on the Annuity Commencement Date. Scheduled Annuity Income Payments will be made on the same date of the Payment Mode selected. If an Annuity Payment Date falls on a day that we are not open for business, we will make the payment on the next Business Day.

BUSINESS DAY: Any day NYLIAC is open for business.

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

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

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

OWNER ("you, your"): The person(s) or entity(ies) designated as the Owner of this Policy as displayed on the Policy Data Page, or as subsequently changed.

PAYEE: The recipient(s) designated to receive the Annuity Income Payments under this Policy, or as subsequently changed.

PAYMENT MODE: The frequency that we agree to pay the Annuity Income Payments to the Payee. The frequency is displayed in the Annuity Income Payments section of the Policy Data Page.

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

POLICY DATE: The date the Policy is executed. It is shown on the Policy Data Page.

POLICY YEAR: A year starting on the Policy Date. Subsequent Policy Years begin on each Policy anniversary unless otherwise indicated.

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

SINGLE PREMIUM: The payment made to the Corporation as consideration for the benefits provided by this Policy. The Single Premium is the only payment that may be applied to this Policy.

SECTION ONE – ANNUITY INCOME PAYMENTS

1.1 When Will Annuity Income Payments Begin?

Annuity Income Payments will begin on the Annuity Commencement Date shown on the Policy Data Page. We will make Annuity Income Payments to you, or to the Payee(s) designated by you, in the amount(s) and for the period(s) of time shown on the Policy Data Page.

1.2 May Monthly Annuity Income Payments Be Advanced?

If you are receiving scheduled monthly Annuity Income Payments, you may elect to receive six (6) Annuity Income Payments in one sum. If you exercise this option, you will receive a payment in one sum in an amount equal in value to the next scheduled monthly payment plus the next five (5) scheduled monthly payments. Regularly scheduled monthly payments will resume in the month following

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

If the last surviving Annuitant dies before scheduled Annuity Income Payments resume, any advanced Life Contingent Annuity Income Payments that would not have been paid after the death of that Annuitant, must be returned.

Advanced Annuity Income Payments are reported as fully taxable. This option can only be exercised two (2) times and is only available while an Annuitant is living. You can exercise this option through a notice you sign with the facts that we need. Scheduled Annuity Income Payments must resume before this option may be exercised again. This option is not available if you are under age 59½ or if the Policy is issued under a Qualified Plan.

SECTION TWO – POLICY OWNERSHIP

2.1 What Are The Rights Of Ownership Of This Policy?

The Owner has all rights of ownership in this Policy while the Annuitant is living. These rights include the right to assign your interest in this Policy (policies issued under a Non-Qualified Plan only), change a revocable beneficiary, if applicable, receive Annuity Income Payments, name one or more Payees to receive these payments and change the Owner. If this Policy is jointly owned, these rights must be exercised jointly. To exercise these rights, the Owner does not need the consent of any successor Owner or, if applicable, a revocable beneficiary. An Owner's rights of ownership end at his or her death.

2.2 May You Name A Successor Owner?

You may name a successor Owner (policies issued under a Non-Qualified Plan only). A successor Owner may be named in the application, or in a notice you sign that gives us the facts that we need. The successor Owner will become the new Owner if the Owner(s) die while the Annuitant is living. For jointly owned policies, if one Owner dies while the Annuitant is living, the surviving Owner will become the sole Owner unless you specify otherwise.

If no successor Owner survives you and you die while the Annuitant is living, your estate becomes the new Owner. For jointly owned policies, the estate of the last surviving Owner becomes the new Owner.

For policies issued under a Qualified Plan, no successor Owner may be named. However, for Qualified Plans with a joint Annuitant, the surviving Annuitant will become the successor Owner upon your death.

2.3 May You Change The Owner Of This Policy?

You may change the Owner (policies issued under a Non-Qualified Plan only) 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, if applicable, any beneficiary. Changing the Owner or naming a new successor Owner cancels any prior choice of successor Owner.

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

SECTION THREE – GENERAL PROVISIONS

3.1 What Constitutes The Entire Contract?

This entire contract consists of this Policy, any attached riders, endorsements or amendments and a copy of the application, if attached. Only our Chairman, President, Secretary, or one of our Executive Officers may change the Policy, 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.

3.2 How Important Is The Information You Provide For This Policy?

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

3.3 Will We Be Able To Contest This Policy?

We will not contest this Policy after the Policy has been in force, while the Annuitant(s) is living, for two (2) years from the Policy 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.

3.4 May We Require Proof That The Annuitant(s) Is Living?

We may require proof from you that the Annuitant is living on any Annuity Payment Date, but not more than once in any twelve-month period.

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

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

3.6 May You Assign This Policy?

While the Annuitant is living, you may assign any interest(s) you have in this Policy (policies issued under a Non-Qualified Plan only). If you do this, your interest, and the interest of any Payee and beneficiary, if applicable, is subject to that of the assignee. An assignee may not change the Owner, Payee, or, if applicable, the beneficiary.

As Owner, you retain any rights of ownership that have not been assigned. However, if you fully assign all of your interests in this Policy to another person or entity, we will process your full assignment as a change of ownership.

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

3.7 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 an assignment. Any assignment, unless otherwise specified in the assignment by you, shall take effect on the date the assignment is signed, subject to any payment we made or action we took before receipt of the assignment.

3.8 May You Change The Payee?

You may name, revoke or change the Payee at any time by providing us with a notice you sign that gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. If the Payee dies before all payments have been made under this Policy, we will pay you until you designate a different Payee.

3.9 Does This Policy Have Cash Or Loan Values?

This Policy does not have cash values or loan values.

3.10 Do Annuity Income Payments Have Protection Against Creditors?

Except as stated in this Policy's assignment provisions, payments we make under this Policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditor.

3.11 Is This Policy Subject To Conformity With Any Law?

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

New York Life Insurance and Annuity Corporation

A Delaware Corporation and a wholly-owned 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 Immediate Fixed Annuity

Single Premium payable as shown on Policy Data Page

This Policy is Non-Participating.

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

RIDER

40% WITHDRAWAL BENEFIT

This Rider is attached to, and made a part of this Policy. Where there is a conflict between the provisions in this Rider and those of this Policy, the provisions of this Rider will control. Capitalized terms used but not defined in this Rider have the meaning set forth in this Policy. This Rider will be automatically cancelled if you cancel this Policy during the Right to Return Policy period described in the Right to Return Policy provision on the front cover of this Policy.

Please read all provisions of this Rider carefully.

DEFINITIONS

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

BUSINESS DAY: Any day NYLIAC is open for business.

FINANCIAL LOSS: A loss, incurred subsequent to the issuance of this Policy, resulting from damage to your residence that is caused by a natural event or accident such as a hurricane, tornado, flood, earthquake or fire. The damage must be (1) equal to, or greater than, (i) the Single Premium paid for this Policy, as shown on the Policy Data Page, or (ii) \$20,000, whichever is less; or (2) a loss for which you have qualified for Federal Emergency Management Agency ("FEMA") assistance.

FUTURE EXPECTED PAYMENTS: Annuity Income Payments expected to be made for the period of time immediately following the Withdrawal Effective Date to the date determined by adding the Life Expectancy As Of The Policy Date to the Policy Date.

INTEREST RATE CHANGE ADJUSTMENT:

1.25 x (A minus B) If A is greater than B
1.00 x (A minus B) If A is less than B

A = 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve in effect five (5) Business Days prior to the Withdrawal Effective Date.

B = 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve on the Policy Date.

LIFE EXPECTANCY AS OF THE POLICY DATE:

The average number of years remaining to live, as of the Policy Date shown on the Policy Data Page,

for a person of the same age and gender as the Annuitant, as shown on the Policy Data Page.

PRESENT VALUE OF FUTURE EXPECTED PAYMENTS: Future Expected Payments discounted to the Withdrawal Effective Date using discount rates equal to the rates shown on the Policy Data Page plus an Interest Rate Change Adjustment.

PROOF OF FINANCIAL LOSS: For an insured loss, a copy of your insurance claim settlement document(s); for other loss, either (1) A FEMA Disaster Assistance Registration that indicates you have been approved by FEMA for Individual Financial Assistance, or (2) an appraisal prepared by a duly licensed person or entity.

REPLACEMENT RATIO: The Replacement Ratio is C divided by D where:

C = The Withdrawal Benefit, and
D = The current price of new contracts, issued on the Withdrawal Effective Date, that provide Annuity Income Payments equal to those you elect to withdraw.

If new contracts that provide the same Annuity Income Payments are not being issued on the Withdrawal Effective Date, then:

D = The calculated price of a new contract that provides Annuity Income Payments equal to those you elect to withdraw, based on the price of contracts being issued on the Withdrawal Effective Date.

WITHDRAWAL BENEFIT: A one (1) time withdrawal from this Policy in an amount equal to forty percent (40%) of the Present Value Of Future Expected Payments. If this Policy is issued as an Individual Retirement Annuity under section 408 or 408(A) of the Internal Revenue Code, then the

Withdrawal Benefit may be capped to comply with the Internal Revenue Service's required minimum distribution rules that apply to Individual Retirement Annuities.

WITHDRAWAL EFFECTIVE DATE: The date on which the Withdrawal Benefit is determined. This date is either the 5th, 10th or 15th anniversary of this

Policy's Annuity Commencement Date shown on the Policy Data Page, unless the withdrawal is the result of an approved Financial Loss. If the withdrawal is the result of an approved Financial Loss, the Withdrawal Effective Date will be within fifteen (15) Business Days following approval.

RIDER PROVISIONS

1. What Benefit Does This Rider Provide?

This Rider allows you, or the Payee(s) designated by you, to receive the Withdrawal Benefit in one sum only.

2. What Is The Purpose Of Disclosure Of The Replacement Ratio?

Reviewing the Replacement Ratio may help you decide if withdrawing this money is the right decision for you. A Replacement Ratio greater than one (1.00) indicates that the Withdrawal Benefit is more than enough to purchase Annuity Income Payments equal to those being withdrawn, based on prices in effect at the time of the withdrawal. A Replacement Ratio less than one (1.00) indicates that the Withdrawal Benefit is not enough to purchase Annuity Income Payments equal to those being withdrawn, based on prices in effect at the time of the withdrawal.

3. Does This Rider Affect Future Annuity Income Payments?

Following the Withdrawal Effective Date, Future Expected Payments will be reduced by forty percent (40%). Your right to receive the remaining sixty percent (60%) of Future Expected Payments will not be affected by the payment of the Withdrawal Benefit.

4. When Can You Exercise This Rider?

You must submit your request to exercise this Rider at least fifteen (15) Business Days prior to the 5th, 10th or 15th anniversary of this Policy's Annuity Commencement Date. These dates are shown on the Policy Data Page. You may also exercise this Rider upon submission to us of your Proof Of Financial Loss together with your request to exercise this Rider.

5. How Can You Determine The Withdrawal Benefit?

You may, at any time, request information on the Withdrawal Benefit. Within fifteen (15) Business Days of receipt of your request, we will provide you with the information described in items (i), (ii) and (iii) of Provision 6. This information will be based on applicable discount rates, the then current Interest Rate Change Adjustment, and a Withdrawal Effective Date of your choosing, subject to any limitations in this Rider.

6. How Do You Exercise This Rider?

To receive the Withdrawal Benefit, you must submit a written and signed request for payment, and if applicable, Proof Of Financial Loss. Within fifteen (15) Business Days of receipt of your request, we will provide to you, if not previously provided, notification of:

- (i) the amount of the Withdrawal Benefit payable and the Withdrawal Effective Date;
- (ii) the amount of the future Annuity Income Payments following the Withdrawal Effective Date; and
- (iii) the current Replacement Ratio.

Once we have provided you with the information described in (i), (ii) and (iii) above, and you submit a written and signed request for payment, we will pay the Withdrawal Benefit within fifteen (15) Business Days of receipt of such request. The Withdrawal Benefit paid will be adjusted to reflect any Annuity Income Payments, and any change in the 10-Year Treasury Constant Maturity Rate, made subsequent to our providing you with the information in (i), (ii) and (iii) above. The Interest Rate Change Adjustment applied will be determined based on the 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve in effect five (5) Business Days prior to the actual Withdrawal Effective Date.

7. How Often Can You Exercise This Rider?

This Rider can be exercised only one (1) time while it is in effect.

8. Are There Any Limitations On Exercising This Rider?

This Rider may not be exercised if:

- (i) you are under age 59 ½ (not applicable with Inherited Individual Retirement Annuity and Inherited Roth Individual Retirement Annuity Qualified Plans); or
- (ii) the Withdrawal Benefit is determined to be less than \$2,500; or
- (iii) the Rider has ended as explained in Provision 12.

9. What Is The Effective Date Of This Rider?

This Rider is effective as of the Policy Date.

10. Is The Withdrawal Benefit Subject To The Rights Of Any Assignee?

If you assign this Policy, you must provide us with each assignee's written consent for you, or the Payee(s) designated by you, to receive any benefit under the terms of this Rider. This Policy may not be assigned if it is issued as an Individual Retirement Annuity under section 408 or 408(A) of the Internal Revenue Code.

11. Is There An Additional Charge For This Rider?

There is no additional charge for this Rider.

12. When Will This Rider End?

This Rider will end on the earliest of the following:

- (i) the death of the Annuitant; or
- (ii) the payment of the Withdrawal Benefit under the terms of this Rider; or
- (iii) the date on which the Policy has been in effect for a period equal to the Annuitant's Life Expectancy As Of The Policy Date, as shown on the Policy Data Page.

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION


President


Secretary

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

RIDER

40% WITHDRAWAL BENEFIT

This Rider is attached to, and made a part of this Policy. Where there is a conflict between the provisions in this Rider and those of this Policy, the provisions of this Rider will control. Capitalized terms used but not defined in this Rider have the meaning set forth in this Policy. This Rider will be automatically cancelled if you cancel this Policy during the Right to Return Policy period described in the Right to Return Policy provision on the front cover of this Policy.

Please read all provisions of this Rider carefully.

DEFINITIONS

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

BUSINESS DAY: Any day NYLIAC is open for business.

FINANCIAL LOSS: A loss, incurred subsequent to the issuance of this Policy, resulting from damage to your residence that is caused by a natural event or accident such as a hurricane, tornado, flood, earthquake or fire. The damage must be (1) equal to, or greater than, (i) the Single Premium paid for this Policy, as shown on the Policy Data Page, or (ii) \$20,000, whichever is less; or (2) a loss for which you have qualified for Federal Emergency Management Agency ("FEMA") assistance.

FUTURE EXPECTED PAYMENTS: Annuity Income Payments expected to be made for the period of time immediately following the Withdrawal Effective Date to the date determined by adding either:

- (i) the Joint Life Expectancy As Of The Policy Date, shown on the Policy Data Page, to the Policy Date if both Annuitants have survived to the Withdrawal Effective Date; or
- (ii) the last surviving Annuitant's life expectancy as of the Policy Date, shown on the Policy Data Page, to the Policy Date if one of the Annuitants has not survived to the Withdrawal Effective Date.

INTEREST RATE CHANGE ADJUSTMENT:

1.25 x (A minus B) If A is greater than B
1.00 x (A minus B) If A is less than B

A = 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve in effect five (5) Business Days prior to the Withdrawal Effective Date.

B = 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve on the Policy Date.

JOINT LIFE EXPECTANCY AS OF THE POLICY DATE: The average number of years remaining to live, as of the Policy Date shown on the Policy Data Page, for at least one of two persons, with the ages and genders shown on the Policy Data Page. The average number of years remaining reflects the level of Annuity Benefits, shown on the Policy Data Page, expected to be made both before and after the death of either Annuitant.

PRESENT VALUE OF FUTURE EXPECTED PAYMENTS: Future Expected Payments discounted to the Withdrawal Effective Date using discount rates equal to the rates shown on the Policy Data Page plus an Interest Rate Change Adjustment.

PROOF OF FINANCIAL LOSS: For an insured loss, a copy of your insurance claim settlement document(s); for other loss, either (1) A FEMA Disaster Assistance Registration that indicates you have been approved by FEMA for Individual Financial Assistance, or (2) an appraisal prepared by a duly licensed person or entity.

REPLACEMENT RATIO: The Replacement Ratio is C divided by D where:

C = The Withdrawal Benefit, and
D = The current price of new contracts, issued on the Withdrawal Effective Date, that provide Annuity Income Payments equal to those you elect to withdraw.

If new contracts that provide the same Annuity Income Payments are not being issued on the Withdrawal Effective Date, then:

D = The calculated price of a new contract that provides Annuity Income Payments equal to those you elect to withdraw, based on the price of contracts being issued on the Withdrawal Effective Date.

WITHDRAWAL BENEFIT: A one (1) time withdrawal from this Policy in an amount equal to forty percent (40%) of the Present Value Of Future Expected Payments. If this Policy is issued as an Individual Retirement Annuity under section 408 or 408(A) of the Internal Revenue Code, then the Withdrawal Benefit may be capped to comply with the Internal

Revenue Service's required minimum distribution rules that apply to Individual Retirement Annuities.

WITHDRAWAL EFFECTIVE DATE: The date on which the Withdrawal Benefit is determined. This date is either the 5th, 10th or 15th anniversary of this Policy's Annuity Commencement Date shown on the Policy Data Page, unless the withdrawal is the result of an approved Financial Loss. If the withdrawal is the result of an approved Financial Loss, the Withdrawal Effective Date will be within fifteen (15) Business Days following approval.

RIDER PROVISIONS

1. What Benefit Does This Rider Provide?

This Rider allows you, or the Payee(s) designated by you, to receive the Withdrawal Benefit in one sum only.

2. What Is The Purpose Of Disclosure Of The Replacement Ratio?

Reviewing the Replacement Ratio may help you decide if withdrawing this money is the right decision for you. A Replacement Ratio greater than one (1.00) indicates that the Withdrawal Benefit is more than enough to purchase Annuity Income Payments equal to those being withdrawn, based on prices in effect at the time of the withdrawal. A Replacement Ratio less than one (1.00) indicates that the Withdrawal Benefit is not enough to purchase Annuity Income Payments equal to those being withdrawn, based on prices in effect at the time of the withdrawal.

3. Does This Rider Affect Future Annuity Income Payments?

Following the Withdrawal Effective Date, Future Expected Payments will be reduced by forty percent (40%). Your right to receive the remaining sixty percent (60%) of Future Expected Payments will not be affected by the payment of the Withdrawal Benefit.

4. When Can You Exercise This Rider?

You must submit your request to exercise this Rider at least fifteen (15) Business Days prior to the 5th, 10th or 15th anniversary of this Policy's Annuity Commencement Date. These dates are shown on the Policy Data Page. You may also exercise this Rider upon submission to us of your Proof Of Financial Loss together with your request to exercise this Rider.

5. How Can You Determine The Withdrawal Benefit?

You may, at any time, request information on the Withdrawal Benefit. Within fifteen (15) Business Days of receipt of your request, we will provide you

with the information described in items (i), (ii) and (iii) of Provision 6. This information will be based on applicable discount rates, the then current Interest Rate Change Adjustment, and a Withdrawal Effective Date of your choosing, subject to any limitations in this Rider.

6. How Do You Exercise This Rider?

To receive the Withdrawal Benefit, you must submit a written and signed request for payment, and if applicable, Proof Of Financial Loss. Within fifteen (15) Business Days of receipt of your request, we will provide to you, if not previously provided, notification of:

- (i) the amount of the Withdrawal Benefit payable and the Withdrawal Effective Date;
- (ii) the amount of the future Annuity Income Payments following the Withdrawal Effective Date; and
- (iii) the current Replacement Ratio.

Once we have provided you with the information described in (i), (ii) and (iii) above, and you submit a written and signed request for payment, we will pay the Withdrawal Benefit within fifteen (15) Business Days of receipt of such request. The Withdrawal Benefit paid will be adjusted to reflect any Annuity Income Payments, and any change in the 10-Year Treasury Constant Maturity Rate, made subsequent to our providing you with the information in (i), (ii) and (iii) above. The Interest Rate Change Adjustment applied will be determined based on the 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve in effect five (5) Business Days prior to the actual Withdrawal Effective Date.

7. How Often Can You Exercise This Rider?

This Rider can be exercised only one (1) time while it is in effect.

8. Are There Any Limitations On Exercising This Rider?

This Rider may not be exercised if:

- (i) you are under age 59 ½; or
- (ii) the Withdrawal Benefit is determined to be less than \$2,500; or
- (iii) the Rider has ended as explained in Provision 12.

9. What Is The Effective Date Of This Rider?

This Rider is effective as of the Policy Date.

10. Is The Withdrawal Benefit Subject To The Rights Of Any Assignee?

If you assign this Policy, you must provide us with each assignee's written consent for you, or the Payee(s) designated by you, to receive any benefit under the terms of this Rider. This Policy may not be assigned if it is issued as an Individual Retirement Annuity under section 408 or 408(A) of the Internal Revenue Code.

11. Is There An Additional Charge For This Rider?

There is no additional charge for this Rider.

12. When Will This Rider End?

This Rider will end on the earliest of the following:

- (i) the death of the last surviving Annuitant; or
- (ii) the payment of the Withdrawal Benefit under the terms of this Rider; or
- (iii) the date on which the Policy has been in effect for a period equal to the Annuitants' Joint Life Expectancy As Of The Policy Date or, if applicable, the last surviving Annuitant's life expectancy as of the Policy Date, as shown on the Policy Data Page.

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President


Secretary

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

RIDER

WITHDRAWAL BENEFIT

This Rider is attached to, and made a part of this Policy. Where there is a conflict between the provisions in this Rider and those of this Policy, the provisions of this Rider will control. Capitalized terms used but not defined in this Rider have the meaning set forth in this Policy. This Rider will be automatically cancelled if you cancel this Policy during the Right to Return Policy period described in the Right to Return Policy provision on the front cover of this Policy.

Please read all provisions of this Rider carefully.

DEFINITIONS

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

BUSINESS DAY: Any day NYLIAC is open for business.

FUTURE GUARANTEED PAYMENTS: Annuity Income Payments guaranteed for the period of time immediately following the Withdrawal Effective Date to the end of the Guaranteed Period

GUARANTEED PERIOD: The period shown in the Withdrawal Rider section on the Policy Data Page for which the Annuity Income Payments are guaranteed to continue even if an Annuitant dies. For Life With Cash Refund and Life With Installment Refund plans, the Guaranteed Period is determined by dividing the Premium shown on the Policy Data Page by the annualized Annuity Income Payments.

INTEREST RATE CHANGE ADJUSTMENT:

1.25 x (A minus B) If A is greater than B
1.00 x (A minus B) If A is less than B

A = 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve in effect five (5) Business Days prior to the Withdrawal Effective Date.

B = 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve on the Policy Date.

PRESENT VALUE OF FUTURE GUARANTEED PAYMENTS: Future Guaranteed Payments discounted to the Withdrawal Effective Date using discount rates equal to the rates shown on the Policy Data Page plus an Interest Rate Change Adjustment.

REPLACEMENT RATIO: The Replacement Ratio is C divided by D where:

C = The Withdrawal Benefit, and
D = The current price of new contracts, issued on the Withdrawal Effective Date, that provide guaranteed Annuity Income Payments equal to those you elect to withdraw.

If new contracts that provide the same guaranteed Annuity Income Payments are not being issued on the Withdrawal Effective Date, then:

D = The current price of the guaranteed Annuity Income Payments portion of a new contract, where the guaranteed Annuity Income Payments are the same as the guaranteed Annuity Income Payments you elect to withdraw on the Withdrawal Effective Date.

WITHDRAWAL BENEFIT: A one (1) time withdrawal from this Policy in an amount equal to a selected percentage of the Present Value Of Future Guaranteed Payments. The selected percentage may be any percentage up to 100%.

WITHDRAWAL EFFECTIVE DATE: The Business Day on which the Withdrawal Benefit is determined.

RIDER PROVISIONS

1. What Benefit Does This Rider Provide?

This Rider allows you, or the Payee(s) designated by you, to receive the Withdrawal Benefit in one sum only.

2. What Is The Purpose Of Disclosure Of The Replacement Ratio?

Reviewing the Replacement Ratio may help you decide if withdrawing this money is the right decision for you. A Replacement Ratio greater than one (1.00) indicates that the Withdrawal Benefit is more than enough to purchase guaranteed Annuity Income Payments equal to those being withdrawn, based on prices in effect at the time of the withdrawal. A Replacement Ratio less than one (1.00) indicates that the Withdrawal Benefit is not enough to purchase guaranteed Annuity Income Payments equal to those being withdrawn, based on prices in effect at the time of the withdrawal.

3. Does This Rider Affect Future Annuity Income Payments?

Following the Withdrawal Effective Date, Future Guaranteed Payments will be reduced by the selected percentage of the Present Value Of Future Guaranteed Payments withdrawn. Your right to receive any remaining Future Guaranteed Payments will not be affected by the payment of the Withdrawal Benefit. If an Annuitant is still living at the end of the Guaranteed Period, full Annuity Income Payments will resume for the lifetime of the Annuitant(s).

4. When Can You Exercise This Rider?

This Rider can be exercised at any time during the Guaranteed Period except as otherwise provided in this Rider.

5. How Can You Determine The Withdrawal Benefit?

You may, at any time, request information on the Withdrawal Benefit. Within fifteen (15) Business Days of receipt of your request, we will provide you with the information described in items (i), (ii) and (iii) of Provision 6. This information will be based on applicable discount rates, the then current Interest Rate Change Adjustment, and a Withdrawal Effective Date of your choosing, subject to any limitations in this Rider.

6. How Do You Exercise This Rider?

To receive the Withdrawal Benefit, you must submit a written and signed request for payment. Within fifteen (15) Business Days of receipt of your request, we will provide to you, if not previously provided, notification of:

- (i) the amount of the Withdrawal Benefit payable and the Withdrawal Effective Date;
- (ii) the amount of the future Annuity Income Payments following the Withdrawal Effective Date; and
- (iii) the current Replacement Ratio.

Once we have provided you with the information described in (i), (ii) and (iii) above, and you submit a written and signed request for payment, we will pay the Withdrawal Benefit within fifteen (15) Business Days of receipt of such request. The Withdrawal Benefit paid will be adjusted to reflect any Annuity Income Payments, and any change in the 10-Year Treasury Constant Maturity Rate, made subsequent to our providing you with the information in (i), (ii) and (iii) above. The Interest Rate Change Adjustment applied will be determined based on the 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve in effect five (5) Business Days prior to the actual Withdrawal Effective Date.

7. How Often Can You Exercise This Rider?

This Rider can be exercised only one (1) time while it is in effect.

8. Are There Any Limitations On Exercising This Rider?

This Rider may not be exercised if:

- (i) you are under age 59 ½; or
- (ii) the Withdrawal Benefit is determined to be less than \$2,500; or
- (iii) the Rider has ended as explained in Provision 12.

9. What Is The Effective Date Of This Rider?

This Rider is effective as of the Policy Date.

10. Is The Withdrawal Benefit Subject To The Rights Of Any Assignee?

If you assign this Policy, you must provide us with each assignee's written consent for you, or the Payee(s) designated by you, to receive any benefit under the terms of this Rider.

11. Is There An Additional Charge For This Rider?

There is no additional charge for this Rider.

12. When Will This Rider End?

This Rider will end on the earliest of the following:

- (i) the end of the Guaranteed Period; or
- (ii) the death of the Annuitant, or the last surviving Annuitant if there are Joint Annuitants; or
- (iii) the payment of the Withdrawal Benefit under the terms of this Rider.

- (i) the difference between the Single Premium and the total Annuity Income Payments made immediately prior to the Withdrawal Effective Date, multiplied by the selected percentage of the Present Value Of Future Guaranteed Payments; minus
- (ii) the Withdrawal Benefit amount paid in one sum.

13. How Does Exercising This Rider Affect the Payment To The Beneficiary On Life With Cash Refund and Life With Installment Refund Plans?

If this Rider is exercised under a Life With Cash Refund and Life With Installment Refund plans, it may result in no refund, or a refund of less than the Single Premium paid for this Policy. The portion of the Single Premium, if any, that may be due to a Beneficiary upon the death of the Annuitant(s) will be reduced by an amount equal to the present value adjustment applied to the Withdrawal Benefit. The present value adjustment is equal to:

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President


Secretary

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

RIDER

30% WITHDRAWAL BENEFIT

This Rider is attached to, and made a part of this Policy. Where there is a conflict between the provisions in this Rider and those of this Policy, the provisions of this Rider will control. Capitalized terms used but not defined in this Rider have the meaning set forth in this Policy. This Rider will be automatically cancelled if you cancel this Policy during the Right to Return Policy period described in the Right to Return Policy provision on the front cover of this Policy.

Please read all provisions of this Rider carefully.

DEFINITIONS

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

BUSINESS DAY: Any day NYLIAC is open for business.

FINANCIAL LOSS: A loss, incurred subsequent to the issuance of this Policy, resulting from damage to your residence that is caused by a natural event or accident such as a hurricane, tornado, flood, earthquake or fire. The damage must be (1) equal to, or greater than, (i) the Single Premium paid for this Policy, as shown on the Policy Data Page, or (ii) \$20,000, whichever is less; or (2) a loss for which you have qualified for Federal Emergency Management Agency ("FEMA") assistance.

FUTURE EXPECTED PAYMENTS: Annuity Income Payments expected to be made for the period of time immediately following the Withdrawal Effective Date to the date determined by adding the Life Expectancy As Of The Policy Date to the Policy Date.

INTEREST RATE CHANGE ADJUSTMENT:

1.25 x (A minus B) If A is greater than B
1.00 x (A minus B) If A is less than B

A = 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve in effect five (5) Business Days prior to the Withdrawal Effective Date.

B = 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve on the Policy Date.

LIFE EXPECTANCY AS OF THE POLICY DATE:

The average number of years remaining to live, as of the Policy Date shown on the Policy Data Page, for a person of the same age and gender as the Annuitant, as shown on the Policy Data Page.

PRESENT VALUE OF FUTURE EXPECTED PAYMENTS: Future Expected Payments discounted to the Withdrawal Effective Date using discount rates equal to the rates shown on the Policy Data Page plus an Interest Rate Change Adjustment.

PROOF OF FINANCIAL LOSS: For an insured loss, a copy of your insurance claim settlement document(s); for other loss, either (1) A FEMA Disaster Assistance Registration that indicates you have been approved by FEMA for Individual Financial Assistance, or (2) an appraisal prepared by a duly licensed person or entity.

REPLACEMENT RATIO: The Replacement Ratio is C divided by D where:

C = The Withdrawal Benefit, and
D = The current price of new contracts, issued on the Withdrawal Effective Date, that provide Annuity Income Payments equal to those you elect to withdraw.

If new contracts that provide the same Annuity Income Payments are not being issued on the Withdrawal Effective Date, then:

D = The calculated price of a new contract that provides Annuity Income Payments equal to those you elect to withdraw, based on the price of contracts being issued on the Withdrawal Effective Date.

WITHDRAWAL BENEFIT: A one (1) time withdrawal from this Policy in an amount equal to thirty percent (30%) of the Present Value Of Future Expected Payments. If this Policy is issued as an Individual Retirement Annuity under section 408 or 408(A) of the Internal Revenue Code, then the Withdrawal Benefit may be capped to comply with the Internal Revenue Service's required minimum distribution rules that apply to Individual Retirement Annuities.

WITHDRAWAL EFFECTIVE DATE: The date on which the Withdrawal Benefit is determined. This date is either the 5th, 10th or 15th anniversary of this Policy's Annuity Commencement Date shown on the Policy Data Page, unless the withdrawal is the result of an approved Financial Loss. If the withdrawal is

the result of an approved Financial Loss, the Withdrawal Effective Date will be within fifteen (15) Business Days following approval.

RIDER PROVISIONS

1. What Benefit Does This Rider Provide?

This Rider allows you, or the Payee(s) designated by you, to receive the Withdrawal Benefit in one sum only.

2. What Is The Purpose Of Disclosure Of The Replacement Ratio?

Reviewing the Replacement Ratio may help you decide if withdrawing this money is the right decision for you. A Replacement Ratio greater than one (1.00) indicates that the Withdrawal Benefit is more than enough to purchase Annuity Income Payments equal to those being withdrawn, based on prices in effect at the time of the withdrawal. A Replacement Ratio less than one (1.00) indicates that the Withdrawal Benefit is not enough to purchase Annuity Income Payments equal to those being withdrawn, based on prices in effect at the time of the withdrawal.

3. Does This Rider Affect Future Annuity Income Payments?

Following the Withdrawal Effective Date, Future Expected Payments will be reduced by thirty percent (30%). Your right to receive the remaining seventy percent (70%) of Future Expected Payments will not be affected by the payment of the Withdrawal Benefit.

4. When Can You Exercise This Rider?

You must submit your request to exercise this Rider at least fifteen (15) Business Days prior to the 5th, 10th or 15th anniversary of this Policy's Annuity Commencement Date. These dates are shown on the Policy Data Page. You may also exercise this Rider upon submission to us of your Proof Of Financial Loss together with your request to exercise this Rider.

5. How Can You Determine The Withdrawal Benefit?

You may, at any time, request information on the Withdrawal Benefit. Within fifteen (15) Business Days of receipt of your request, we will provide you with the information described in items (i), (ii) and (iii) of Provision 6. This information will be based on applicable discount rates, the then current Interest Rate Change Adjustment, and a Withdrawal Effective Date of your choosing, subject to any limitations in this Rider.

6. How Do You Exercise This Rider?

To receive the Withdrawal Benefit, you must submit a written and signed request for payment, and if applicable, Proof Of Financial Loss. Within fifteen (15) Business Days of receipt of your request, we will provide to you, if not previously provided, notification of:

- (i) the amount of the Withdrawal Benefit payable and the Withdrawal Effective Date;
- (ii) the amount of the future Annuity Income Payments following the Withdrawal Effective Date; and
- (iii) the current Replacement Ratio.

Once we have provided you with the information described in (i), (ii) and (iii) above, and you submit a written and signed request for payment, we will pay the Withdrawal Benefit within fifteen (15) Business Days of receipt of such request. The Withdrawal Benefit paid will be adjusted to reflect any Annuity Income Payments, and any change in the 10-Year Treasury Constant Maturity Rate, made subsequent to our providing you with the information in (i), (ii) and (iii) above. The Interest Rate Change Adjustment applied will be determined based on the 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve in effect five (5) Business Days prior to the actual Withdrawal Effective Date.

7. How Often Can You Exercise This Rider?

This Rider can be exercised only one (1) time while it is in effect.

8. Are There Any Limitations On Exercising This Rider?

This Rider may not be exercised if:

- (i) you are under age 59½ (not applicable with Inherited Individual Retirement Annuity and Inherited Roth Individual Retirement Annuity Qualified Plans); or
- (ii) the Withdrawal Benefit is determined to be less than \$2,500; or
- (iii) the Rider has ended as explained in Provision 12.

9. What Is The Effective Date Of This Rider?

This Rider is effective as of the Policy Date.

10. Is The Withdrawal Benefit Subject To The Rights Of Any Assignee?

If you assign this Policy, you must provide us with each assignee's written consent for you, or the Payee(s) designated by you, to receive any benefit under the terms of this Rider. This Policy may not be assigned if it is issued as an Individual Retirement Annuity under section 408 or 408(A) of the Internal Revenue Code.

11. Is There An Additional Charge For This Rider?

There is no additional charge for this Rider.

12. When Will This Rider End?

This Rider will end on the earliest of the following:

- (i) the death of the Annuitant; or
- (ii) the payment of the Withdrawal Benefit under the terms of this Rider; or
- (iii) the date on which the Policy has been in effect for a period equal to the Annuitant's Life Expectancy As Of The Policy Date, as shown on the Policy Data Page.

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President


Secretary

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

RIDER

30% WITHDRAWAL BENEFIT

This Rider is attached to, and made a part of this Policy. Where there is a conflict between the provisions in this Rider and those of this Policy, the provisions of this Rider will control. Capitalized terms used but not defined in this Rider have the meaning set forth in this Policy. This Rider will be automatically cancelled if you cancel this Policy during the Right to Return Policy period described in the Right to Return Policy provision on the front cover of this Policy.

Please read all provisions of this Rider carefully.

DEFINITIONS

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

BUSINESS DAY: Any day NYLIAC is open for business.

FINANCIAL LOSS: A loss, incurred subsequent to the issuance of this Policy, resulting from damage to your residence that is caused by a natural event or accident such as a hurricane, tornado, flood, earthquake or fire. The damage must be (1) equal to, or greater than, (i) the Single Premium paid for this Policy, as shown on the Policy Data Page, or (ii) \$20,000, whichever is less; or (2) a loss for which you have qualified for Federal Emergency Management Agency ("FEMA") assistance.

FUTURE EXPECTED PAYMENTS: Annuity Income Payments expected to be made for the period of time immediately following the Withdrawal Effective Date to the date determined by adding either:

- (i) the Joint Life Expectancy As Of The Policy Date, shown on the Policy Data Page, to the Policy Date if both Annuitants have survived to the Withdrawal Effective Date; or
- (ii) the last surviving Annuitant's life expectancy as of the Policy Date, shown on the Policy Data Page, to the Policy Date if one of the Annuitants has not survived to the Withdrawal Effective Date.

INTEREST RATE CHANGE ADJUSTMENT:

1.25 x (A minus B) If A is greater than B
1.00 x (A minus B) If A is less than B

A = 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve in effect five (5) Business Days prior to the Withdrawal Effective Date.

B = 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve on the Policy Date.

JOINT LIFE EXPECTANCY AS OF THE POLICY DATE: The average number of years remaining to live, as of the Policy Date shown on the Policy Data Page, for at least one of two persons, with the ages and genders shown on the Policy Data Page. The average number of years remaining reflects the level of Annuity Benefits, shown on the Policy Data Page, expected to be made both before and after the death of either Annuitant.

PRESENT VALUE OF FUTURE EXPECTED PAYMENTS: Future Expected Payments discounted to the Withdrawal Effective Date using discount rates equal to the rates shown on the Policy Data Page plus an Interest Rate Change Adjustment.

PROOF OF FINANCIAL LOSS: For an insured loss, a copy of your insurance claim settlement document(s); for other loss, either (1) A FEMA Disaster Assistance Registration that indicates you have been approved by FEMA for Individual Financial Assistance, or (2) an appraisal prepared by a duly licensed person or entity.

REPLACEMENT RATIO: The Replacement Ratio is C divided by D where:

C = The Withdrawal Benefit, and
D = The current price of new contracts, issued on the Withdrawal Effective Date, that provide Annuity Income Payments equal to those you elect to withdraw.

If new contracts that provide the same Annuity Income Payments are not being issued on the Withdrawal Effective Date, then:

D = The calculated price of a new contract that provides Annuity Income Payments equal to those you elect to withdraw, based on the price of contracts being issued on the Withdrawal Effective Date.

WITHDRAWAL BENEFIT: A one (1) time withdrawal from this Policy in an amount equal to thirty percent (30%) of the Present Value Of Future Expected Payments. If this Policy is issued as an Individual Retirement Annuity under section 408 or 408(A) of the Internal Revenue Code, then the Withdrawal Benefit may be capped to comply with the Internal

Revenue Service's required minimum distribution rules that apply to Individual Retirement Annuities.

WITHDRAWAL EFFECTIVE DATE: The date on which the Withdrawal Benefit is determined. This date is either the 5th, 10th or 15th anniversary of this Policy's Annuity Commencement Date shown on the Policy Data Page, unless the withdrawal is the result of an approved Financial Loss. If the withdrawal is the result of an approved Financial Loss, the Withdrawal Effective Date will be within fifteen (15) Business Days following approval.

RIDER PROVISIONS

1. What Benefit Does This Rider Provide?

This Rider allows you, or the Payee(s) designated by you, to receive the Withdrawal Benefit in one sum only.

2. What Is The Purpose Of Disclosure Of The Replacement Ratio?

Reviewing the Replacement Ratio may help you decide if withdrawing this money is the right decision for you. A Replacement Ratio greater than one (1.00) indicates that the Withdrawal Benefit is more than enough to purchase Annuity Income Payments equal to those being withdrawn, based on prices in effect at the time of the withdrawal. A Replacement Ratio less than one (1.00) indicates that the Withdrawal Benefit is not enough to purchase Annuity Income Payments equal to those being withdrawn, based on prices in effect at the time of the withdrawal.

3. Does This Rider Affect Future Annuity Income Payments?

Following the Withdrawal Effective Date, Future Expected Payments will be reduced by thirty percent (30%). Your right to receive the remaining seventy percent (70%) of Future Expected Payments will not be affected by the payment of the Withdrawal Benefit.

4. When Can You Exercise This Rider?

You must submit your request to exercise this Rider at least fifteen (15) Business Days prior to the 5th, 10th or 15th anniversary of this Policy's Annuity Commencement Date. These dates are shown on the Policy Data Page. You may also exercise this Rider upon submission to us of your Proof Of Financial Loss together with your request to exercise this Rider.

5. How Can You Determine The Withdrawal Benefit?

You may, at any time, request information on the Withdrawal Benefit. Within fifteen (15) Business Days of receipt of your request, we will provide you

with the information described in items (i), (ii) and (iii) of Provision 6. This information will be based on applicable discount rates, the then current Interest Rate Change Adjustment, and a Withdrawal Effective Date of your choosing, subject to any limitations in this Rider.

6. How Do You Exercise This Rider?

To receive the Withdrawal Benefit, you must submit a written and signed request for payment, and if applicable, Proof Of Financial Loss. Within fifteen (15) Business Days of receipt of your request, we will provide to you, if not previously provided, notification of:

- (i) the amount of the Withdrawal Benefit payable and the Withdrawal Effective Date;
- (ii) the amount of the future Annuity Income Payments following the Withdrawal Effective Date; and
- (iii) the current Replacement Ratio.

Once we have provided you with the information described in (i), (ii) and (iii) above, and you submit a written and signed request for payment, we will pay the Withdrawal Benefit within fifteen (15) Business Days of receipt of such request. The Withdrawal Benefit paid will be adjusted to reflect any Annuity Income Payments, and any change in the 10-Year Treasury Constant Maturity Rate, made subsequent to our providing you with the information in (i), (ii) and (iii) above. The Interest Rate Change Adjustment applied will be determined based on the 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve in effect five (5) Business Days prior to the actual Withdrawal Effective Date.

7. How Often Can You Exercise This Rider?

This Rider can be exercised only one (1) time while it is in effect.

8. Are There Any Limitations On Exercising This Rider?

This Rider may not be exercised if:

- (i) you are under age 59½; or
- (ii) the Withdrawal Benefit is determined to be less than \$2,500; or
- (iii) the Rider has ended as explained in Provision 12.

9. What Is The Effective Date Of This Rider?

This Rider is effective as of the Policy Date.

10. Is The Withdrawal Benefit Subject To The Rights Of Any Assignee?

If you assign this Policy, you must provide us with each assignee's written consent for you, or the Payee(s) designated by you, to receive any benefit under the terms of this Rider. This Policy may not be assigned if it is issued as an Individual Retirement Annuity under section 408 or 408(A) of the Internal Revenue Code.

11. Is There An Additional Charge For This Rider?

There is no additional charge for this Rider.

12. When Will This Rider End?

This Rider will end on the earliest of the following:

- (i) the death of the last surviving Annuitant; or
- (ii) the payment of the Withdrawal Benefit under the terms of this Rider; or
- (iii) the date on which the Policy has been in effect for a period equal to the Annuitants' Joint Life Expectancy As Of The Policy Date or, if applicable, the last surviving Annuitant's life expectancy as of the Policy Date, as shown on the Policy Data Page.

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION


President


Secretary



**APPLICATION FOR
Individual Single Premium Immediate Fixed Annuity
[New York Life Guaranteed Retirement Income Annuity]**

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

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

Please print or type

Section 1		OWNER			
OWNER TYPE <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Joint Tenants <input type="checkbox"/> UTMA/UGMA <input type="checkbox"/> Guardianship <input type="checkbox"/> Corporation <input type="checkbox"/> Grantor Trust <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Other:		<input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Miss <input type="checkbox"/> Dr.		<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	
FIRST NAME OR TRUST/CORPORATION NAME John		MIDDLE	LAST NAME Doe		SUFFIX
COUNTRY OF CITIZENSHIP <input checked="" type="checkbox"/> U.S. <input type="checkbox"/> Other:		SOCIAL SECURITY OR TAX I.D. NUMBER 111-11-1111		<input type="checkbox"/> Exempt <input type="checkbox"/> Applied For	
DATE OF BIRTH (MM/DD/YYYY) 01/01/1947		DATE OF TRUST AND STATE		RELATIONSHIP TO ANNUITANT <input checked="" type="checkbox"/> Self <input type="checkbox"/> Spouse <input type="checkbox"/> Other:	
DAYTIME PHONE NUMBER (111) 222-3333		EVENING PHONE NUMBER (111) 222-3334		E-MAIL ADDRESS Johndoe@yahoo.com	
MAILING ADDRESS (If mailing address is different than residence address or P.O. Box, please provide residence address below.)					
STREET OR P.O. BOX 123 Main Street		CITY Anywhere		STATE DE	ZIP CODE 11111
RESIDENCE ADDRESS					
STREET		CITY		STATE	ZIP CODE
SUCCESSOR OWNER					
<p>Single-Life Policies: If the Owner and Annuitant named in Section 3 are different, a Successor Owner may be named to become the new Owner if the Owner dies while the Annuitant is living. Joint-Life Policies: You may name the Joint Annuitant in Section 4 as the Successor Owner if the Owner dies while the Joint Annuitant is living.</p> <p>If you do not name a Successor Owner, the Owner's estate is the default Successor Owner.</p> <p>To name the Annuitant (if different from Owner) in Section 3 as Successor Owner, please check here <input type="checkbox"/>.</p> <p>To name the Joint Annuitant in Section 4 as Successor Owner, please check here <input type="checkbox"/>.</p> <p>To name a Successor Owner other than Annuitant or Joint Annuitant, use Section 14 (see instructions for required information).</p> <p>For jointly-owned policies, the Successor Owner becomes the new Owner at the death of the last surviving Owner.</p>					
Section 2		JOINT OWNER			
Unless otherwise specified in Section 14, ownership will be joint with right of survivorship.					
JOINT OWNER TYPE <input type="checkbox"/> Individual <input type="checkbox"/> Guardianship <input type="checkbox"/> UTMA/UGMA		<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Miss <input type="checkbox"/> Dr.		<input type="checkbox"/> Male <input type="checkbox"/> Female	
FIRST NAME		MIDDLE	LAST NAME		SUFFIX
COUNTRY OF CITIZENSHIP <input type="checkbox"/> U.S. <input type="checkbox"/> Other:		SOCIAL SECURITY OR TAX I.D. NUMBER		<input type="checkbox"/> Exempt <input type="checkbox"/> Applied For	
DATE OF BIRTH (MM/DD/YYYY)		RELATIONSHIP TO ANNUITANT <input type="checkbox"/> Self <input type="checkbox"/> Spouse <input type="checkbox"/> Other:			
DAYTIME PHONE NUMBER		EVENING PHONE NUMBER		E-MAIL ADDRESS	
MAILING ADDRESS (If mailing address is different than residence address or P.O. Box, please provide residence address below.)					
STREET OR P.O. BOX		CITY		STATE	ZIP CODE
RESIDENCE ADDRESS					
STREET		CITY		STATE	ZIP CODE

Section 3**ANNUITANT**

Proof of Age Is Required. Person on whose life expectancy the Annuity Income Payments are based. Please complete this section if the Annuitant is not the Owner or Joint Owner.

FIRST NAME	MIDDLE	LAST NAME	SUFFIX
COUNTRY OF CITIZENSHIP <input type="checkbox"/> U.S. <input type="checkbox"/> Other:		SOCIAL SECURITY OR TAX I.D. NUMBER	<input type="checkbox"/> Exempt <input type="checkbox"/> Applied For
<input type="checkbox"/> Male <input type="checkbox"/> Female		DATE OF BIRTH (MM/DD/YYYY)	
DAYTIME PHONE NUMBER	EVENING PHONE NUMBER	E-MAIL ADDRESS	
RESIDENCE ADDRESS (Required)			
STREET	CITY	STATE	ZIP CODE

Section 4**JOINT ANNUITANT**

Proof of Age Is Required. Complete for Joint-Life policies ONLY. Check ONE Box below. Complete this section if selecting "Other".

Check One: <input type="checkbox"/> Owner <input type="checkbox"/> Joint Owner <input type="checkbox"/> Other (Complete Below)			
FIRST NAME	MIDDLE	LAST NAME	SUFFIX
COUNTRY OF CITIZENSHIP <input type="checkbox"/> U.S. <input type="checkbox"/> Other:		SOCIAL SECURITY OR TAX I.D. NUMBER	<input type="checkbox"/> Exempt <input type="checkbox"/> Applied For
<input type="checkbox"/> Male <input type="checkbox"/> Female	DATE OF BIRTH (MM/DD/YYYY)	RELATIONSHIP TO ANNUITANT <input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse	
DAYTIME PHONE NUMBER	EVENING PHONE NUMBER	E-MAIL ADDRESS	
RESIDENCE ADDRESS (Required)			
STREET	CITY	STATE	ZIP CODE

Section 5**PAYEE(S)**

Recipient(s) of Annuity Income Payments.

Percentage: [100] % (Enter a percentage distribution for Payee named below.)			
NOTE: If more than one Payee, list information for each additional Payee in Section 14 and indicate percentage of distribution for each. If more than one Payee is listed and no percentage(s) are provided, payment will be divided equally. PERCENTAGES FOR ALL PAYEES MUST TOTAL 100%.			
Check one: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Joint Owner <input type="checkbox"/> Annuitant <input type="checkbox"/> Joint Annuitant <input type="checkbox"/> Other (complete below)			
FIRST NAME	MIDDLE	LAST NAME	SUFFIX
COUNTRY OF CITIZENSHIP <input type="checkbox"/> U.S. <input type="checkbox"/> Other:		SOCIAL SECURITY OR TAX I.D. NUMBER	<input type="checkbox"/> Exempt <input type="checkbox"/> Applied For
DATE OF BIRTH (MM/DD/YYYY)	DAYTIME PHONE NUMBER	EVENING PHONE NUMBER	
MAILING ADDRESS (Required)			
STREET	CITY	STATE	ZIP CODE

Section 6**BENEFICIARY DESIGNATION**

Leave Blank for Life Only Option. Note: Primary and Contingent designations must each total 100%. If no percentage(s) are provided, benefits will be divided equally. Please use Section 14 to enter additional Beneficiary information.

PRIMARY BENEFICIARY'S FULL NAME/ENTITY NAME Jane Doe		DATE OF BIRTH (MM/DD/YYYY) 01/01/1948	
SOCIAL SECURITY OR TAX I.D. NUMBER. 111-11-1112	RELATIONSHIP TO OWNER Spouse	PERCENTAGE 100 %	
PRIMARY BENEFICIARY'S FULL NAME/ENTITY NAME		DATE OF BIRTH (MM/DD/YYYY)	
SOCIAL SECURITY OR TAX I.D. NUMBER CODE	RELATIONSHIP TO OWNER	PERCENTAGE %	

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

Uniform Transfers/Gifts to Minors (UTMA/UGMA)

Complete for a Beneficiary who is a minor.

NAME OF CUSTODIAN

NAME OF MINOR

MINOR'S STATE OF RESIDENCE

NAME OF CUSTODIAN

NAME OF MINOR

MINOR'S STATE OF RESIDENCE

Section 7

ANNUITY PLAN TYPE

Non-Qualified is the only annuity plan type offered under the policy.

Section 8

ANNUITY PREMIUM AMOUNT

Complete Premium information.

Premium Amount: \$ [10,000]

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

Section 9

ANNUITY INCOME PAYMENT INFORMATION

Payments must begin within one year of the Policy Date.

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

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

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

Section 10

REDUCTION OF INCOME FOR JOINT-LIFE POLICIES

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

Note: Reduction of Income is not available with Life With Cash Refund or Life With Installment Refund options.

Please select one of the following. If no selection is made, the default income is 100% to the Payee(s). For the Life with Period Certain option, any reduction in Annuity Income Payments, if applicable, applies after the end of the Period Certain, if the policy is in effect.

- No reduction of income at first death (100% to Payee(s))
- Income reduced to _____% ([40% to 99%]) of income to Payee(s) at death of either Annuitant.

Section 11**ANNUITY PRODUCT OPTIONS**

Choose one Annuity Income Payment option below.

- LIFE ONLY** - Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). There is no death benefit under this option.
- LIFE WITH CASH REFUND** (No reduction of income available with Joint-Life policies.) Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). If the Annuitant(s) die(s) and: 1) the sum of the Annuity Income Payments received is less than the premium, the difference will be paid to the Beneficiary(ies) in one sum; or 2) the sum of the Annuity Income Payments equals or exceeds the premium, there will be no death benefit.
- LIFE WITH INSTALLMENT REFUND** (No reduction of income available with Joint-Life policies.) Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). If the Annuitant(s) die(s) and: 1) the sum of the Annuity Income Payments received is less than the premium, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) until the Annuity Income Payments equal the premium paid; or 2) the sum of Annuity Income Payments equals or exceeds the premium, there will be no death benefit.
- LIFE WITH 25 PERCENT OF PREMIUM DEATH BENEFIT** – [Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). When the Annuitant(s) die(s), Annuity Income Payments cease and a death benefit equal to 25% of the premium is paid to the Beneficiary(ies) in one sum.]
- LIFE WITH 50 PERCENT OF PREMIUM DEATH BENEFIT** – [Provides Annuity Income Payments guaranteed for the life of the Annuitant(s). When the Annuitant(s) die(s), Annuity Income Payments cease and a death benefit equal to 50% of the premium is paid to the Beneficiary(ies) in one sum.]
- LIFE WITH ____ YEARS PERIOD CERTAIN** (*Enter a number of whole years between [5 and 30].*) Provides Annuity Income Payments guaranteed for the longer of the Period Certain selected or the life of the Annuitant(s). If the Annuitant(s) die(s): 1) before the Period Certain ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the Period Certain; or 2) after the Period Certain ends, there will be no more payments of any kind, including a death benefit.

Section 12**DEATH BENEFIT COMMUTATION**

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

Section 13**OPTIONAL FEATURES**

Only ONE option may be selected.

The options shown below are not available if the Owner is under Age 59 1/2 when Annuity Income Payments begin.

These options cannot be cancelled or modified after issue.

- Annual Increase Option (Inflation Adjustment)**
Enter a whole number percentage up to a maximum of [10%].
Payments will increase by: _____%

This option is not available if Reduction of Income for Joint-Life Policies was selected in Section 10.

- Income Enhancement Option**

This option is not available if Reduction of Income for Joint-Life Policies was selected in Section 10.

- Changing Needs Option**

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

- Income increased by _____% (1% to 400%) of original amount on ___/___/____ * (MM/DD/YYYY)
- Income reduced by _____% (1% to 50%) of original amount on ___/___/____ * (MM/DD/YYYY)

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

Section 14

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

Section 15

FRAUD AND DISCLOSURE STATEMENTS

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

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

Section 16

SIGNATURES AND TAX CERTIFICATION
Read statement and Sign below.

I/We agree that: (1) All of the answers to questions and statements in this application are true to the best of the knowledge and belief of those who made and recorded them. (2) **This contract will not become effective unless it is delivered to the Owner while the Owner(s) and Annuitant(s) are living.** (3) Unless otherwise indicated below, the Owner of this contract is the Applicant. (4) Under penalties of perjury, the Social Security or Taxpayer Identification Numbers provided on this application are certified to be correct. **(5) This contract is irrevocable. It cannot be cancelled after the applicable free look period and can never be surrendered or exchanged because it has no cash value.** (6) I understand that there is no death benefit, prior to or after the Annuity Commencement Date, if I select the Life Only Annuity Income Payment option. (7) No Agent is authorized to accept risks, make or change this application or change any policy issued by the Company, or give up any of the Owner’s rights or requirements. (8) I have read and understand the material features of the Annuity Income Payment options described in Section 11, whichever is applicable, of this application.

Signed at (City/State)	Anywhere, DE	Dated On (MM/DD/YYYY)	01/01/2012
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▲ Owner’s Signature	▲ Joint Owner’s Signature (if applicable)
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▲ Annuitant’s Signature (if other than Owner)	▲ Joint Annuitant’s Signature (if applicable)
---	---

	John Doe
---	----------

▲ Applicant’s Signature (if other than Owner)	▲ Applicant’s Printed Name
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	George Agent
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▲ Agent’s Signature	▲ Agent’s Printed Name
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(111) 222-3335	NYL12345	DE/54321
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▲ Agent’s Tel. No.	▲ Agent’s Code No.	▲ State/License No.
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G.O./#111	
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▲ General Office Name/No.	▲ Lic. Resident Agent Countersignature and Code
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**APPLICATION FOR
Individual Single Premium Immediate Fixed Annuity
[New York Life Guaranteed Retirement Income Annuity II]**

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

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

Please print or type

Section 1		ANNUITY PLAN TYPE [(Select ONE plan type.)]			
<input checked="" type="checkbox"/> Non-Qualified		<input type="checkbox"/> Traditional IRA	<input type="checkbox"/> Inherited IRA*	<input type="checkbox"/> Roth IRA*	<input type="checkbox"/> Inherited Roth IRA*
[*Not Available for Joint-Life Policies]					
Section 2		OWNER			
FIRST NAME OR TRUST/CORPORATION NAME John		MIDDLE	LAST NAME Doe		SUFFIX
DATE OF BIRTH (MM/DD/YYYY) 01/01/1947		SOCIAL SECURITY OR TAX I.D. NUMBER 111-11-1111		<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	
COUNTRY OF CITIZENSHIP <input checked="" type="checkbox"/> U.S. <input type="checkbox"/> Other:		RELATIONSHIP TO ANNUITANT <input checked="" type="checkbox"/> Self <input type="checkbox"/> Spouse <input type="checkbox"/> Other			
DAYTIME PHONE NUMBER (111) 222-3333		EVENING PHONE NUMBER (111) 222-3334		E-MAIL ADDRESS Johndoe@yahoo.com	
MAILING ADDRESS (If mailing address is different than residence address or P.O. Box, please provide residence address below.)					
STREET OR P.O. BOX 123 Main Street		CITY Anywhere	STATE DE	ZIP CODE 11111	
RESIDENCE ADDRESS					
STREET		CITY	STATE	ZIP CODE	
SUCCESSOR OWNER					
<p>[NON-QUALIFIED PLAN:] Single-Life Policies: If the Owner and Annuitant named in Section 4 are different, a Successor Owner may be named to become the new Owner if the Owner dies while the Annuitant is living. Joint-Life Policies: You may name the Joint Annuitant in Section 5 as the Successor Owner if the Owner dies while the Joint Annuitant is living.</p> <p style="text-align: center;">If you do not name a Successor Owner, the Owner's estate is the default Successor Owner.</p> <p style="text-align: center;">To name the Annuitant (if different from Owner) in Section 4 as Successor Owner, please check here <input type="checkbox"/>.</p> <p style="text-align: center;">To name the Joint Annuitant in Section 5 as Successor Owner, please check here <input type="checkbox"/>.</p> <p style="text-align: center;">To name a Successor Owner other than Annuitant or Joint Annuitant, use Section 15 (see instructions for required information).</p> <p>For jointly-owned policies, the Successor Owner becomes the new Owner at the death of the last surviving Owner.</p> <p>[QUALIFIED PLANS: For Joint-Life policies, the Joint Annuitant is the Successor Owner.]</p>					
Section 3		JOINT OWNER [Non-Qualified Plan only] Unless otherwise specified in Section 15, ownership will be joint with right of survivorship.			
FIRST NAME		MIDDLE	LAST NAME		SUFFIX
DATE OF BIRTH (MM/DD/YYYY)		SOCIAL SECURITY OR TAX I.D. NUMBER		<input type="checkbox"/> Male <input type="checkbox"/> Female	
COUNTRY OF CITIZENSHIP <input type="checkbox"/> U.S. <input type="checkbox"/> Other:		RELATIONSHIP TO ANNUITANT <input type="checkbox"/> Self <input type="checkbox"/> Spouse <input type="checkbox"/> Other			
DAYTIME PHONE NUMBER		EVENING PHONE NUMBER		E-MAIL ADDRESS	
MAILING ADDRESS (If mailing address is different than residence address or P.O. Box, please provide residence address below.)					
STREET OR P.O. BOX		CITY	STATE	ZIP CODE	
RESIDENCE ADDRESS					
STREET		CITY	STATE	ZIP CODE	

Section 4 **ANNUITANT**
Proof of Age is Required. Person on whose life expectancy the Annuity Income Payments are based.
Please complete if Annuitant is not the Owner or Joint Owner.

FIRST NAME	MIDDLE	LAST NAME	SUFFIX
DATE OF BIRTH (MM/DD/YYYY)		SOCIAL SECURITY OR TAX I.D. NUMBER	
COUNTRY OF CITIZENSHIP <input type="checkbox"/> U.S. <input type="checkbox"/> Other:		<input type="checkbox"/> Male <input type="checkbox"/> Female	
DAYTIME PHONE NUMBER	EVENING PHONE NUMBER	E-MAIL ADDRESS	
RESIDENCE ADDRESS (Required)			
STREET	CITY	STATE	ZIP CODE

Section 5 **JOINT ANNUITANT**
Proof of Age is Required. Complete for Joint-Life policies ONLY.
Check ONE Box below. Complete this section if selecting "Other".

Check One: Owner Joint Owner Other (Complete Below)

FIRST NAME	MIDDLE	LAST NAME	SUFFIX
DATE OF BIRTH (MM/DD/YYYY)		SOCIAL SECURITY OR TAX I.D. NUMBER	
COUNTRY OF CITIZENSHIP <input type="checkbox"/> U.S. <input type="checkbox"/> Other:		<input type="checkbox"/> Male <input type="checkbox"/> Female	Relationship to Annuitant <input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse
DAYTIME PHONE NUMBER	EVENING PHONE NUMBER	E-MAIL ADDRESS	
RESIDENCE ADDRESS (Required)			
STREET	CITY	STATE	ZIP CODE

Section 6 **PAYEE(S)**
Recipient(s) of Annuity Income Payments.

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

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

FIRST NAME	MIDDLE	LAST NAME	SUFFIX
COUNTRY OF CITIZENSHIP <input type="checkbox"/> U.S. <input type="checkbox"/> Other:		SOCIAL SECURITY OR TAX I.D. NUMBER	
DATE OF BIRTH (MM/DD/YYYY)	DAYTIME PHONE NUMBER	EVENING PHONE NUMBER	
MAILING ADDRESS (Required)			
STREET	CITY	STATE	ZIP CODE

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

PRIMARY BENEFICIARY'S FULL NAME/ENTITY NAME Jane Doe		DATE OF BIRTH (MM/DD/YYYY) 01/01/1948	
SOCIAL SECURITY OR TAX I.D. NUMBER 111-11-1112		RELATIONSHIP TO OWNER Spouse	
		PERCENTAGE 100 %	
PRIMARY BENEFICIARY'S FULL NAME/ENTITY NAME		DATE OF BIRTH (MM/DD/YYYY)	
SOCIAL SECURITY OR TAX I.D. NUMBER		RELATIONSHIP TO OWNER	
		PERCENTAGE %	

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

Section 8 ANNUITY PREMIUM AMOUNT

Premium Amount: \$ [10,000] (Indicate total estimated amount including cash with application and anticipated transfer/exchange amount. If paying by check directly to New York Life, make payable to NYLIAC.)

Section 9 REPLACEMENT INFORMATION
If "Yes" to A or B, provide policy information below. Please use Section 15 to include information if more than two policies are being replaced.

A) Is the policy applied for a replacement of a life insurance or annuity policy?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
B) Do you have any existing life insurance or annuity policies?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Company Name – Policy Number – Estimated Cash Value – Cost Basis (for Non-qualified Policies)	1035 Exchange: <input type="checkbox"/> Yes <input type="checkbox"/> No
Company Name – Policy Number – Estimated Cash Value – Cost Basis (for Non-qualified Policies)	1035 Exchange: <input type="checkbox"/> Yes <input type="checkbox"/> No

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

Frequency of Annuity Income Payments: Choose ONE: Monthly Quarterly Semi-annually Annually

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

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

Note: Reduction of Income is not available with Life With Cash Refund or Life With Installment Refund options.

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

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

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

Section 12

ANNUITY PRODUCT OPTIONS

Choose one Annuity Income Payment option below.

- LIFE ONLY** - Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). There is no death benefit under this option.
- LIFE WITH CASH REFUND** (No reduction of income available with Joint-Life policies.) Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). If the Annuitant(s) die(s) and: 1) the sum of the Annuity Income Payments received is less than the premium, the difference will be paid to the Beneficiary(ies) in one sum; or 2) the sum of the Annuity Income Payments equals or exceeds the premium, there will be no death benefit.
- LIFE WITH INSTALLMENT REFUND** (No reduction of income available with Joint-Life policies.) Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). If the Annuitant(s) die(s) and: 1) the sum of the Annuity Income Payments received is less than the premium, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) until the Annuity Income Payments equal the premium paid; or 2) the sum of Annuity Income Payments equals or exceeds the premium, there will be no death benefit.
- LIFE WITH 25 PERCENT OF PREMIUM DEATH BENEFIT** – [ONLY AVAILABLE FOR NON-QUALIFIED PLAN.] Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). When the Annuitant(s) die(s), Annuity Income Payments cease and a death benefit equal to 25% of the premium is paid to the Beneficiary(ies) in one sum.
- LIFE WITH 50 PERCENT OF PREMIUM DEATH BENEFIT** – [ONLY AVAILABLE FOR NON-QUALIFIED PLAN.] Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). When the Annuitant(s) die(s), Annuity Income Payments cease and a death benefit equal to 50% of the premium is paid to the Beneficiary(ies) in one sum.
- LIFE WITH ____ YEARS PERIOD CERTAIN** (*Enter a number of whole years between [5 and 30].*) Provides Annuity Income Payments guaranteed for the longer of the Period Certain selected or the life of the Annuitant(s). If the Annuitant(s) die(s): 1) before the Period Certain ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the Period Certain, or 2) after the Period Certain ends, there will be no more payments of any kind, including a death benefit.

Section 13

DEATH BENEFIT COMMUTATION

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

Section 14

OPTIONAL FEATURES

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

- Annual Increase Option (Inflation Adjustment)**
Enter a whole number percentage up to a maximum of [10%].
Payments will increase by: _____ %

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

This option is not available if Reduction of Income for Joint-Life policies was selected in Section 11.

- Income Enhancement Option**

This option is not available if Reduction of Income for Joint-Life policies was selected in Section 11.

- Changing Needs Option**

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

- Income increased by _____% (1% to 400%) of original amount on ___/___/___* (MM/DD/YYYY)
- Income reduced by _____% (1% to 50%) of original amount on ___/___/___* (MM/DD/YYYY)

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

Section 15

ADDITIONAL INFORMATION

Attach a separate sheet if additional space is needed.

Section 16**FRAUD AND DISCLOSURE STATEMENTS****Residents of jurisdictions other than the District of Columbia:**

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

Residents of the District of Columbia:

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

Section 17**SIGNATURES AND TAX CERTIFICATION**

Read statement and Sign below.

I/We agree that:

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

Signed at (City/State)	Anywhere, DE	Dated On (MM/DD/YYYY)	01/01/2012
			
▲ Applicant's Signature (Owner)		▲ Joint Owner's Signature (if applicable)	
			
▲ Annuitant's Signature (if other than Owner)		▲ Joint Annuitant's Signature (if applicable)	

212-A101

SPECIMEN

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

PRODUCER STATEMENT:

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

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

Guaranteed Retirement Income Annuity II Compensation Option Option A Option B Option C

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

SERFF Tracking Number: NYLA-128343664 State: Arkansas
 Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number:
 Company Tracking Number: 212-P100
 TOI: A05I Individual Annuities- Immediate Non-Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
 Product Name: GRIA
 Project Name/Number: GRIA/212-P100

Supporting Document Schedules

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

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments: Applications have been submitted under the Form Schedule tab.		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Actuarial Memo		
Comments:		
Attachments: Actuarial Memorandum-212-P100.pdf Actuarial Memorandum-212-P101.pdf		

	Item Status:	Status Date:
Satisfied - Item: Cover Letter		
Comments:		
Attachment: Cover Letter-AR.pdf		

	Item Status:	Status Date:

SERFF Tracking Number: NYLA-128343664 State: Arkansas
 Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number:
 Company Tracking Number: 212-P100
 TOI: A05I Individual Annuities- Immediate Non- Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
 Product Name: GRIA
 Project Name/Number: GRIA/212-P100
Satisfied - Item: Certificate of Compliance
Comments:
Attachment:
 Certificate-Compliance-AR.pdf

Item Status:
Status Date:

Satisfied - Item: Statements of Variability
Comments:
 The SOVs for policy forms 212-P100 and 212-P101 have been revised.
Attachments:
 SOV-212-A100.pdf
 SOV-212-A101.pdf
 SOV-206-308 (06.2012).pdf
 SOV-206-309 (06.2012).pdf
 SOV-206-310 (06.2012).pdf
 SOV-211-R103 (06.2012).pdf
 SOV-211-R107 (06.2012).pdf
 SOV-212-P100.pdf
 SOV-212-P101.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
212-P100	50.8
212-P101	50.9
211-R103 (06/2012)	51.2
211-R107 (06/2012)	50
206-308 (06/2012)	51.1
206-309 (06/2012)	50.1
206-310 (06/2012)	51.4
212-A100	51.1
212-A101	50.2

Suzanne Wolf

Suzanne Wolf
Assistant Vice President – Product Development

6/25/2012

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

June 25, 2012

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

RE: NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

N.A.I.C. NO.: 826-91596

F.E.I.N.: 13-3044743

Form No.: 212-P100	Individual Single Premium Immediate Annuity	Contract
212-P101	Individual Single Premium Immediate Annuity	Contract
212-A100	Individual Single Premium Immediate Annuity	Application
212-A101	Individual Single Premium Immediate Annuity	Application
211-R103 (06/2012)	Withdrawal Benefit Rider	
211-R107 (06/2012)	Withdrawal Benefit Rider	
206-308 (06/2012)	Withdrawal Benefit Rider	
206-309 (06/2012)	Withdrawal Benefit Rider	
206-310 (06/2012)	Withdrawal Benefit Rider	

Dear Hon. Jay Bradford:

We are enclosing for your approval two new individual single premium immediate fixed annuity policies, five new riders and two new applications. These policy and rider forms will be issued by New York Life Insurance and Annuity Corporation (NYLIAC). The enclosed new application forms will be used to apply for these new policy and rider forms. Additional information regarding these forms is provided below, and the chart that follows this letter lists all forms that will be used with the enclosed new policy and rider forms. We intend to introduce these forms on or about November 1, 2012, subject to approval by your Department.

Policy Form 212-P100 and Policy Form 212-P101

Policy form 212-P100, which is non-participating, will be made available individually through registered investment advisor representatives (RIAs) who are associated with Eagle Strategies LLC, an indirect subsidiary of the New York Life Insurance Company. Policy form 212-P101, which is also non-participating, will be made available through RIAs affiliated with outside Registered Investment Advisor firms pursuant to selling agreements with the issuer NYLIAC.

NYLIAC *does not* provide any commission payments in connection with sales of these policy forms. RIAs are compensated through a management fee comprised of a percentage of assets held for a client. This fee is paid by the client.

These policy forms are designed for clients who utilize RIAs to manage their assets. These advisors work with clients to tailor a portfolio of assets that suits the client's individual situation. An annuity may be one aspect of the portfolio.

Because each client's portfolio is tailored to specific needs, we designed these policy forms to provide an RIA with the flexibility of offering one or more of five benefit options under these new policy forms. These benefit options are described in further detail below.

Policy form 212-P100 will initially be available only in the "non tax-qualified" market due to ERISA and IRS advisory restrictions in connection with "tax-qualified" proprietary products. We may offer this policy form in the "tax-qualified" market in the future in the event of an exemption from these restrictions. For this reason, discussions of various policy features and options will cover availability in both the "tax-qualified" and "non tax-qualified" market. Similarly, the Actuarial Memorandum discusses both markets as well.

Policy form 212-P101 will be available for the "non tax-qualified" market and for the "tax-qualified" market, specifically, the Individual Retirement Annuity (IRA) market, including Traditional IRA plans, Inherited Traditional IRA plans, Roth IRA plans, and Inherited Roth IRA plans.

Policy Form 212-P100

This policy can be issued either as a single life annuity or a joint life annuity based on the annuity income payment option chosen. There are five annuity income payment options available under the policy as follows:

- Life Only: This option can be issued either as a single life annuity or a joint life annuity. This option provides that annuity income payments will continue only as long as an annuitant is living. If no annuitant is living, no further payments will be made and no part of the premium will be refunded.
- Life with Period Certain: This option can be issued either as a single life annuity or a joint life annuity. This option provides for annuity income payments for a guaranteed period of time or for as long as an annuitant is living, whichever is later. If no annuitant is living before all payments for the guaranteed number of years elected by the owner have been made, we will continue to make annuity payments to the named beneficiary until all payments have been made for the remaining guaranteed number of years.
- Life with Cash Refund: This option can be issued either as a single life annuity or a joint life annuity. Annuity income payments will continue only as long as an annuitant is living. If no annuitant is living and the amount of the annuity income payments made is

less than the premium paid for the policy at the death of the last surviving annuitant, we will pay the difference between the annuity income payments made and the premium paid in a single sum to the named beneficiary.

- **Life with Installment Refund:** This option can be issued either as a single life annuity or a joint life annuity. This option provides that annuity income payments will continue only as long as an annuitant is living. If no annuitant is living and the amount of the annuity income payments made is less than the premium paid for the policy at the death of the last surviving annuitant, the annuity income payments will continue at the scheduled frequency, payable to the beneficiary, until the total payments equal the premium paid.
- **Life with Percent of Premium Death Benefit:** This option can be issued either as a single life annuity or a joint life annuity. Similar to the Life Only payment option, this option provides that annuity income payments will continue only as long as an annuitant is living. If no annuitant is living, no further annuity payments will be made. However, this option also features a “percent of premium” death benefit. This benefit can be either 25% or 50% of the premium paid, as elected by the owner. Upon death of the last surviving annuitant, this death benefit will be paid to the named beneficiary.

Policy Form 212-P101

Policy form 212-P101 is similar to policy form 212-P100 described above, except for the Annuity Income Payment Advance feature which is described below under the Policy Optional Features.

Beneficiary Endorsements 211-E102 and 211-E103

The Beneficiary Endorsements, 211-E102 and 211-E103, that were approved by your Department on 7/06/2011 (SERFF No. NYLA-127130309) will be used with policy forms 212-P100 and 212-P101. These endorsements amend the policy by providing the terms under which a beneficiary may receive the policy’s death benefit.

Form 211-E102 amends policy forms 212-P100 and 212-P101 when issued as a Life with Cash Refund or Life with Percent of Premium Death Benefit.

Form 211-E103 amends policy forms 212-P100 and 212-P101 when issued as a Life with Period Certain or Life with Installment Refund.

Withdrawal Riders 211-R103 (06/2012), 211-R107 (06/2012), 206-308 (06/2012), 206-309 (06/2012) and 206-310 (06/2012)

These riders are available with new issues of the policy at no charge. One of the five riders is always attached to the issued policy. The riders provide policy owners with access to a portion of the present value of their annuity income payments, as described below. These riders replace rider forms 211-R103, 211-R107, 206-310 (09/2011), approved by your Department on 7/06/2011 (SERFF No. NYLA-127130309), 206-308 (03/2012) and 206-309 (03/2012), approved by your Department on 12/9/2011 (SERFF No. NYLA-127707188) and 206-308, 206-

309 and 206-310 approved by your Department on 9/19/2006 (SERFF No. USPH-6TDQCB248). These rider forms are identical to the previously approved forms except that the provision discussing limitations on exercising the rider was revised in each rider form to include clarification language. In particular, the age 59½ restriction would not apply to Inherited Traditional IRA and Inherited Roth IRA qualified plans. Provision one was revised to clarify that payments are made to the payee designated by the owner. We also made minor revisions in a few of the definitions and provisions. However, these revisions do not change the meaning of any definition or provision.

A chart is included at the end of this letter that lists all forms that will be used with the following new riders:

- Rider forms 211-R103 (06/2012) and 211-R107 (06/2012) allow the policy owner to make a one-time lump sum withdrawal equal to 40% of the present value of future expected payments. Future expected payments, following the withdrawal effective date, will be reduced by 40%. This option can be exercised only once on either the 5th, 10th, or 15th anniversary from the annuity commencement date or upon submission to us of proof of financial loss as defined in the rider.
- Rider form 211-R103 (06/2012) is designed for use when policy forms 212-P100 is issued on a single life as either a “tax-qualified” or a “non tax-qualified” plan, subject to certain benefit option limitations.
- Rider form 211-R107 (06/2012) is designed for use when policy form 212-P100 is issued on a joint life as either a “tax-qualified” or a “non tax-qualified” plan, subject to certain benefit option limitations.
- Rider forms 206-308 (06/2012) and 206-309 (06/2012) allow the policy owner to make a one-time lump sum withdrawal equal to 30% of the present value of future expected payments. Future expected payments, following the withdrawal effective date, will be reduced by 30%. This option can be exercised only once on either the 5th, 10th, or 15th anniversary from the annuity commencement date or upon submission to us of proof of financial loss as defined in the rider.
- Rider form 206-308 (06/2012) is designed for use when policy form 212-P101 is issued on a single life as either a “tax-qualified” or a “non tax-qualified” plan, subject to certain benefit option limitations.
- Rider form 206-309 (06/2012) is designed for use when policy form 212-P101 is issued on a joint life as either a “tax-qualified” or a “non tax-qualified” plan, subject to certain benefit option limitations
- Rider form 206-310 (06/2012) allows the owner to make a one-time lump sum withdrawal equal to an elected percentage of the present value of future guaranteed payments. The elected percentage may be any percentage up to 100%. Future guaranteed payments, if any,

following the withdrawal effective date, would be reduced by the elected percentage of the present value of future guaranteed payments.

- This rider is designed for use when policy forms 212-P100 and 212-P101 are issued on a single life or a joint life “non tax-qualified” plan and on a single life Roth IRA, subject to certain benefit option limitations.

Policy Optional Features

Annuity Income Payment Advance – Each new policy issued on a monthly income basis allows the owner to elect an advancement of a certain number of annuity income payments. This is not a commutation of the payments. Also, if the last surviving annuitant dies before scheduled annuity income payments resume, any advanced life contingent annuity income payments that would not have been paid after the death of that annuitant, may be recaptured. Policy form 212-P100 allows for seven months worth of advanced annuity income payments. If an owner elects this feature, he or she will receive a payment in one sum equal to the value of his or her next scheduled monthly payment plus the next six scheduled monthly payments. Regularly scheduled monthly payments will resume in the month following the month in which the seventh payment was scheduled to be made. This feature can only be exercised three times during the life of the policy and is only available while the annuitant is living. Policy form 212-P101 allows for six months worth of advanced payments and this feature can only be exercised two times during the life of the policy while the annuitant is living.

Additional details are provided in the policy forms.

Annuity Income Payment Annual Increase Option – The owner may elect, prior to issuance of the policy, at no charge, an annual annuity income payment increase that provides a means for the owner to offset the effects of inflation on future payments. This option is not available if the policy owner elects the Changing Needs Rider or the Income Enhancement Option Rider.

Optional Riders

The following riders have been filed with and approved by your Department and will be used with the enclosed policy forms. Approval information is provided in the chart below.

Changing Needs Rider – This rider, which must be elected prior to issuance of the policy, at no charge, is available on a single life and joint life basis. It allows the policy owner to elect a one-time change in the amount of their annuity income payments. Payments may be increased by any amount between 1% and 400% of the original amount, or reduced by any amount between 1% and 50% of the original amount. This payment adjustment is available only one time on a date that is at least three years after the Annuity Commencement Date, but no later than the Annuity Payment Date immediately prior to the Annuitant’s 91st birthday. It is currently available for the “non tax-qualified” market only. However, subject to applicable IRS requirements, we may also consider offering it to the “tax-qualified” market in the future. It is not available if the policy owner elects the Annual Increase Option or the Income Enhancement Option Rider. Additional details are provided in the rider.

Income Enhancement Option Rider – This rider, which must be elected prior to issuance of the policy, at no charge, is available on a single life basis and a joint life with 100% to the survivor only. It offers an increased lifetime annuity income payment amount after the fifth policy anniversary, subject to the performance of an external index. The option activates, and the increase in payments occurs, if the interest rate index, as defined in the rider, increases by at least two-percent (2.0%) during a specified time period. Should the index fail to increase by two-percent (2.0%) or more during the specified time period, the option does not activate, and no change in annuity income payment amount will occur.

If the option activates, the change in the annuity income payment amount is calculated by adding two-percent (2.0%) to the interest-crediting rates that were used to determine the original income payment amount even if the interest rate index increases by more than two-percent (2.0%) during the period specified in the rider. Additionally, the increased annuity income payment amount is based on the age of the annuitant at policy issue. The income payment amount will be slightly less for those who elect this option than for those who do not elect it at least for the first five policy years and, if the option is not activated, for the entire duration of the policy. This rider will initially be available for the “non tax-qualified” market. However, subject to applicable IRS requirements, we may also consider offering it to the “tax-qualified” market in the future. It is not available if the policy owner elects the Annual Increase Option or the Changing Needs Rider. Additional details are provided in the rider.

Application Form 212-A100

This new application form will be used with the individual single premium immediate annuity policy form 212-P100 when this policy form is solicited through the Company’s RIA agents.

Because this new application form does not contain replacement questions, I certify that our replacement form (form number 22190.100) includes the required replacement questions, and will always be used in conjunction with this application form even if there is no replacement involved in the sale. Replacement form 22190.100 was approved by your Department as shown on the chart below.

Application Form 212-A101

This new application form will be used with the individual single premium immediate annuity policy form 212-P101 when this policy form is solicited through outside RIA firms.

The application form contains questions directed to the applicant concerning replacement and existing insurance (see section 9). In addition, replacement and existing insurance questions are asked of the agent/representative in a statement following the application. This agent/producer statement, which is not a part of the application, is included in this submission for informational purposes only.

When policy form 212-P101 is solicited through the outside RIA firms, a variety of solicitation methods will be used. This policy may be solicited without an application (App-Less), with an application acquired at the time of the policy’s delivery (App-Later) or using the traditional

process which involves completion of an application at point-of-sale and prior to policy delivery. When an application is used, we will use application form number 212-A101.

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 212-P100 and 212-P101, rider forms 211-R103 (06/2012), 211-R107 (06/2012), 206-308 (06/2012), 206-309 (06/2012) and 206-310 (06/2012), and application forms 212-A100 and 212-A101 were filed with the Insurance Department of our domicile state of Delaware on 06/22/2012 and are pending approval.

These 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.

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
Assistant Vice President – Product Development
SW: yr

New York Life Insurance and Annuity Corporation
Forms that will be used with policy forms 212-P100 and 212-P101
In the State of Arkansas

Form Number	Brief Description	Approval Information
212-A100	Application (Company agents)	Pending
212-A101	Application (Independent distribution channel)	Pending
211-E102	Beneficiary Endorsement	7/06/2011 (SERFF No. NYLA-127130309)
211-E103	Beneficiary Endorsement	7/06/2011 (SERFF No. NYLA-127130309)
206-308 (06/2012)	30% Withdrawal Rider (single life)	Pending
206-309 (06/2012)	30% Withdrawal Rider (joint life)	Pending
211-R103 (06/2012)	40% Withdrawal Rider (single life)	Pending
211-R107 (06/2012)	40% Withdrawal Rider (joint life)	Pending
206-310 (06/2012)	Withdrawal Rider	Pending
205-300	Changing Needs Rider	6/3/2005 (SERFF No. USPH-6CCLHK168)
206-300	Income Enhancement Option Rider	2/22/2006 (SERFF No. USPH-6LKQB7205)
6236-02	Traditional IRA Endorsement	8/11/2003 (SERFF No. SERT-5PRRJJ548)
6430-07	Roth IRA Endorsement	8/28/2009 (SERFF No. NYLA-126278831)
22190.100	Replacement Notice	10/10/2007 (SERFF No. NYLC-125284282)
20830 (01/2004)	State Guaranty Association Notice	N/A
20247ANN (AR) (04/10)	Inquiry Notice (agency distribution)	N/A
42011(AR) (07/2010)	Inquiry Notice (independent distribution)	N/A

New York Life Insurance and Annuity Corporation Forms that will be used with rider forms 211-R103 (06/2012) and 211-R107 (06/2012) In the State of Arkansas		
Policy Number	Brief Description	Approval Date
212-P100	Individual Immediate Fixed Annuity Contract	Pending
211-P102	Individual Immediate Fixed Annuity Contract	7/06/2011 (SERFF No. NYLA-127130309)
New York Life Insurance and Annuity Corporation Forms that will be used with rider forms 206-308 (06/2012) and 206-309 (06/2012) In the State of Arkansas		
Policy Number	Brief Description	Approval Date
212-P101	Individual Immediate Fixed Annuity Contract	Pending
211-P103	Individual Immediate Fixed Annuity Contract	12/9/2011 (SERFF No. NYLA-127707188)
New York Life Insurance and Annuity Corporation Forms that will be used with rider forms 206-310 (06/2012) In the State of Arkansas		
Policy Number	Brief Description	Approval Date
212-P100	Individual Immediate Fixed Annuity Contract	Pending
212-P101	Individual Immediate Fixed Annuity Contract	Pending
211-P102	Individual Immediate Fixed Annuity Contract	7/06/2011 (SERFF No. NYLA-127130309)
211-P103	Individual Immediate Fixed Annuity Contract	12/9/2011 (SERFF No. NYLA-127707188)

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

STATE OF ARKANSAS

In Re: Form (s): 212-P100, 212-P101, 211-R103 (06/2012), 211-R107 (06/2012), 206-308 (06/2012), 206-309 (06/2012), 206-310 (06/2012), 212-A100 and 212-A101

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

6/25/2012

Date

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability
Application for an Individual Single Premium Immediate Fixed Annuity
Form: 212-A100**

The following comments describe the nature and scope of the variable material denoted with brackets on the application. The "Bracketed Information" typically corresponds to the headings found on the application form. When applicable, ranges and/or alternate text are provided. 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
MARKETING NAME	Top of form	To allow for the flexibility of changing the marketing name of the product "Guaranteed Retirement Income Annuity", wherever this marketing name appears on the application.
EXECUTIVE OFFICE/HOME OFFICE ADDRESSES	Top of form	To allow for the flexibility of changing this information should NYLIAC's Executive or Home Office locations change.
OWNER Successor Owner	Section 1	<p>To facilitate changes to ownership succession should NYLIAC make this product available in the Qualified market.</p> <p>For Successor Ownership in a Qualified plan, the statement "Qualified Plans – For Joint-Life policies, the Joint Annuitant is the Successor Owner" will be added at the end of this Successor Owner provision.</p> <p>In addition, to distinguish between Successor Ownership in Qualified plans and Non-qualified plans, the heading "Non-Qualified Plan" will be placed before the paragraph beginning "Single Life Policies."</p>
JOINT OWNER	Section 2 Heading	<p>To facilitate changes to the Joint Owner section should NYLIAC make this product available in the Qualified market.</p> <p>If Qualified plans become available, "Non-Qualified Plan Only" will be placed under the heading "JOINT OWNER".</p>
BENEFICIARY DESIGNATION Primary Beneficiary Information Contingent Beneficiary Information	Section 6	<p>To facilitate changes to the identifying information required of Primary and Contingent Beneficiary(ies).</p> <p>NYLIAC may add one or more of the following items to the Beneficiary section for each beneficiary field: Address (street, city, state, zip code), Telephone Number, and E-mail Address.</p>
ANNUITY PLAN TYPE Section Header Plan Types	Section 7	<p>To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans available with the single and Joint-Life income options.</p> <p>If more than one plan type is made available, the sub-header "Choose One Plan Type" will be added under the section header ANNUITY PLAN TYPE. In addition, the phrase "is the only annuity plan type offered under the policy", which follows the Non-Qualified plan type, will be removed.</p> <p>The <i>range</i> of plan options NYLIAC may offer are: Non-Qualified Traditional IRA Inherited IRA Roth IRA Inherited Roth IRA</p> <p>NYLIAC may offer one or more of these plans within this range at one time. If more than one plan is made available, a checkbox will be furnished for each selection.</p>

		<p><u>Inherited IRAs, Roth IRAs and Inherited Roth IRAs:</u> Should Inherited IRAs, Roth IRAs and Inherited Roth IRAs be made available by NYLIAC, these three plan types will not be offered for Joint-Life policies. In that case, an asterisk will be added after each plan type, and a footnote stating “*Not Available for Joint-Life Policies” will be added. This change will display as follows:</p> <p style="padding-left: 40px;"> <input type="checkbox"/> Inherited IRA* <input type="checkbox"/> Roth IRA* <input type="checkbox"/> Inherited Roth IRA* *Not Available for Joint-Life Policies </p> <p>If the Joint-Life option is made available for any, or all, of these plans, the asterisk following the plan type will be removed. The footnote will not show if none of these three plan types is available, or if the Joint-Life income option is available for all three.</p>
ANNUITY PREMIUM AMOUNT	Section 8	To facilitate changes to the premium amount used to purchase the Policy. The minimum single premium payment NYLIAC will accept is \$10,000. The premium payment range is between \$10,000 – \$20,000,000.
ANNUITY INCOME PAYMENT INFORMATION	Section 9	To facilitate changes to the payment modes made available by NYLIAC. The available payment modes for all plan types are monthly, quarterly, semi-annually, and annually. NYLIAC may offer one or more of these modes within this range at one time and may limit the payment modes available for new issues only.
REDUCTION OF INCOME FOR JOINT LIFE POLICIES	Section 10	<p>To facilitate changes to the percentages for income reduction made available by NYLIAC and in accordance with applicable law. The available percentages for income reduction options are between and including 40% and 99%. The percentage range is between and including 10% and 99%.</p> <p>Should NYLIAC make Qualified plans available for this product, the following changes will be made to this section:</p> <ol style="list-style-type: none"> 1. The following paragraph will be added after “Note: Reduction of Income is not available with Life With Cash Refund or Life With Installment Refund options” <p style="padding-left: 40px;">“For Qualified Joint Life policies where the Joint Annuitant is a Non-Spouse - Generally, IRS regulations require a reduction of income if the IRA Owner’s Age exceeds that of a non-spousal Joint Annuitant by more than 10 years. The IRA Owner must be the Primary Annuitant and the reduction is available only upon the death of the IRA Owner. See table in instructions section for Maximum Allowable Survivor Percentage.”</p> 2. The current sentence “If no selection is made the default income is 100% to the Payee(s)” will be changed to “If no selection is made, the default income is 100% to the Payee(s), subject to the limitations noted in the instructions above.” The phrase “subject to the limitations noted in the instructions above” refers to the paragraph describing qualified plans, in item #1 above. 3. The parenthetical expression “(Available for Non-Qualified and Traditional IRA plans)” will be added to the second income reduction selection. That selection will be

		<p>changed to: “<input type="checkbox"/> Income reduced to ____% ([40% to 99%]) of income to Payee(s) at death of either Annuitant. (Available for Non-Qualified and Traditional IRA plans)”</p> <p>4. An additional income reduction selection will be made available for the product:</p> <p>“<input type="checkbox"/> Income reduced to ____([40% to 99%]) of income to Payee(s) at death of Primary Annuitant.* (Only Available for Traditional IRA plans) *Primary Annuitant is the Annuitant named in section 3.”</p>
<p>ANNUITY PRODUCT OPTIONS</p> <p>Life With 25 Percent of Premium Death Benefit</p> <p>Life with 50 Percent of Premium Death Benefit</p>	Section 11	<p>To facilitate changes to these payment options to accommodate the addition of Qualified plans.</p> <p>If Qualified plans are made available for these options, the phrase “ONLY AVAILABLE WITH NON-QUALIFIED PLAN” will precede these payment option descriptions.</p>
<p>ANNUITY PRODUCT OPTIONS</p> <p>Life With xx Years Period Certain</p>	Section 11	<p>To facilitate changes to the guaranteed periods made available for this option. The owner may elect guaranteed periods between and including 5 years and 30 years (whole years only). The range for these guaranteed periods is between and including 1 year and 50 years (whole years only) and any number of months between and including 1 month and 11 months (whole months only).</p>
<p>OPTIONAL FEATURES</p> <p>Annual Increase Option</p>	Section 13	<p>To facilitate changes to the percentages made available by NYLIAC. The available percentages are between and including 1 and 10% (whole percentages only). The percentage range for this option is between and including 1 and 20% (whole percentages only).</p>
<p>OPTIONAL FEATURES</p> <p>Income Enhancement Option & Changing Needs Option</p>	Section 13	<p>To facilitate changes to these options should NYLIAC limit or expand availability of these options.</p> <p>If Qualified plans become available for this product, a heading that states “Options Below Are Available For Non-Qualified Plan Only” will be added above these options, if neither of these options is available in the Qualified market.</p> <p>If one or both of these options are available in the Qualified market, then the above heading “Options Below Are Available For Non-Qualified Plan Only” will not be added.</p> <p>If only one option is made available in the Qualified market, then the statement “Available for Non-Qualified Plan only” will be added to the option which is not available in the Qualified market.</p>
<p>All other bracketed items are John Doe information.</p>		

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability
Application for an Individual Single Premium Immediate Fixed Annuity
Form: 212-A101**

The following comments describe the nature and scope of the variable material denoted with brackets on the application. The "Bracketed Information" typically corresponds to the headings found on the application form. When applicable, ranges and/or alternate text are provided. 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
MARKETING NAME	Top of form	To allow for the flexibility of changing the marketing name of the product "Guaranteed Retirement Income Annuity II," wherever this marketing name appears on the application.
EXECUTIVE OFFICE/HOME OFFICE ADDRESSES	Top of form	To allow for the flexibility of changing this information should NYLIAC's Executive or Home Office locations change.
ANNUITY PLAN TYPE	Section 1	<p>To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans, available with the Single-Life and Joint-Life income options.</p> <p>The <i>range</i> of plan options NYLIAC may offer are:</p> <p align="center">Non-Qualified Traditional IRA Inherited IRA Roth IRA Inherited Roth IRA</p> <p>NYLIAC may offer one or more of these plans within this range at one time.</p> <p><u>Inherited IRAs, Roth IRAs and Inherited Roth IRAs:</u> Since Inherited IRAs, Roth IRAs and Inherited Roth IRAs are not currently available for Joint-Life policies, an asterisk is added to these plan types and is footnoted "**Not Available for Joint-Life Policies."</p> <p>If the Joint-Life option is made available for any, or all, of these plans, the asterisk following the plan type will be removed. The footnote will not show if none of these three plan types is available, or if the Joint-Life income option is available for all three.</p> <p>NYLIAC may make this product available for a Non-Qualified plan only. Should Qualified Plans no longer be offered by NYLIAC, the Qualified plan names and associated asterisks, corresponding checkboxes, and the footnote corresponding to the asterisks associated with the plan names, will be removed from this section. The following changes will also be made to this section should only a Non-Qualified plan be offered:</p> <ol style="list-style-type: none"> 1. The sub-header "(Select ONE plan type)" will be removed. 2. The checkbox preceding "Non-Qualified" will be removed. 3. The availability of this plan type will be described as follows: <p align="center">"Non-Qualified is the only annuity plan type offered under the policy."</p>
OWNER Successor Owner	Section 2	To facilitate changes to ownership succession should NYLIAC make this product available in the Non-Qualified market only .

		<p>If Qualified plans are no longer offered for this product, the following will be removed from this sub-section:</p> <ol style="list-style-type: none"> 1. The sub-header ‘NON-QUALIFIED PLAN:’ 2. The sentence “QUALIFIED PLANS: For Joint-Life policies, the Joint Annuitant is the Successor Owner.”
JOINT OWNER	Section 3	<p>To facilitate changes to the Joint Owner section should NYLIAC make this product available in the Non-Qualified market only.</p> <p>If Qualified plans are no longer offered for this product, the sub-header “Non-Qualified Plan only” will be removed.</p>
BENEFICIARY Primary Beneficiary Information Contingent Beneficiary Information	Section 7	<p>To facilitate changes to the identifying information required of Primary and Contingent Beneficiary(ies).</p> <p>NYLIAC may add one or more of the following items to the Beneficiary section for each Beneficiary field: Address (street, city, state, zip code), Telephone Number, and E-mail Address.</p>
ANNUITY PREMIUM AMOUNT	Section 8	<p>To facilitate changes to the premium amount used to purchase the Policy. The minimum single premium payment NYLIAC will accept is \$10,000. The premium payment range is between \$10,000 – \$20,000,000.</p>
ANNUITY INCOME PAYMENT INFORMATION	Section 10	<p>To facilitate changes to the payment modes made available by NYLIAC. The available payment modes for all plan types are monthly, quarterly, semi-annually, and annually. NYLIAC may offer one or more of these modes within this range at one time and may limit the payment modes available for new issues only.</p>
REDUCTION OF INCOME FOR JOINT-LIFE POLICIES Income Reduction Percentages	Section 11	<p>To facilitate changes to the percentages for income reduction made available by NYLIAC in accordance with applicable law. The available percentages for income reduction options are between and including 40% and 99%. The percentage range is between and including 10% and 99%.</p>
REDUCTION OF INCOME FOR JOINT-LIFE POLICIES Plan Availability	Section 11	<p>To facilitate changes to plan information should NYLIAC make this product available in the Non-Qualified market only.</p> <p>If Qualified plans are no longer be offered for this product, the following changes will be made in this Section:</p> <ol style="list-style-type: none"> 1. The entire paragraph which is headed “For Qualified Joint-Life policies where the Joint Annuitant is a Non-Spouse” will be removed. 2. The phrase “subject to the limitations noted in the instructions above” in the 2nd sentence, 3rd paragraph will be removed. That sentence will be changed to: “If no selection is made, the default income is 100% to the Payee(s).” 3. The parenthetical phrase “(Available for Non-Qualified and Traditional IRA plans)” in the 2nd income reduction selection, will be removed. 4. The 3rd income reduction selection will be removed.
ANNUITY PRODUCT OPTIONS Life With 25 Percent of Premium Death Benefit Life with 50 Percent of Premium Death Benefit	Section 12	<p>To facilitate changes to these payment options should NYLIAC make this product available in the Non-Qualified market only.</p> <p>If Qualified plans are no longer offered for this product, the phrase “ONLY AVAILABLE WITH NON-QUALIFIED PLAN” will be removed from these payment option descriptions.</p>
ANNUITY PRODUCT OPTIONS Life With xx Years Period	Section 12	<p>To facilitate changes to the guaranteed periods made available for this option. The owner may elect guaranteed periods between and including 5 years and 30 years (whole years only). The range for</p>

Certain		these guaranteed periods is between and including 1 year and 50 years (whole years only) and any number of months between and including 1 month and 11 months (whole months only).
OPTIONAL FEATURES Annual Increase Option	Section 14	To facilitate changes to the percentages made available by NYLIAC. The available percentages are between and including 1 and 10% (whole percentages only). The percentage range for this option is between and including 1 and 20% (whole percentages only).
OPTIONAL FEATURES Income Enhancement Option & Changing Needs Option	Section 14	<p>To facilitate changes to these options should NYLIAC limit or expand availability of these options.</p> <p>The heading "Options Below Are Available For Non-Qualified Plan Only" will be removed in the following instances:</p> <ol style="list-style-type: none"> 1. If NYLIAC makes the product available in the Non-Qualified market only. 2. If either, or both, of these options are made available in the Qualified market. If only one of these options is made available in the Qualified market, the statement "Available for Non-Qualified Plan Only" will be added to the option which is not offered in the Qualified market.
All other bracketed items are John Doe information.		

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
30% Withdrawal Rider
Form Number: 206-308 (06/2012)**

The following comments describe the nature and scope of the variable material denoted with brackets on the Rider. 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	Explanation of Variability
Officer's Signatures and or Titles	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.

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
30% Withdrawal Rider
Form Number: 206-309 (06/2012)**

The following comments describe the nature and scope of the variable material denoted with brackets on the Rider. 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	Explanation of Variability
Officer's Signatures and or Titles	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.

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
Withdrawal Rider
Form Number: 206-310 (06/2012)**

The following comments describe the nature and scope of the variable material denoted with brackets on the Rider. 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	Explanation of Variability
Officer's Signatures and or Titles	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.

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
40% Withdrawal Rider
Form Number: 211-R103 (06/2012)**

The following comments describe the nature and scope of the variable material denoted with brackets on the Rider. 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	Explanation of Variability
Officer's Signatures and or Titles	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.

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
40% Withdrawal Rider
Form Number: 211-R107 (06/2012)**

The following comments describe the nature and scope of the variable material denoted with brackets on the Rider. 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	Explanation of Variability
Officer's Signatures and or Titles	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.

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
Individual Single Premium Immediate Fixed Annuity Policy
Form Number: 212- P100**

The following comments describe the nature and scope of the variable material denoted with brackets on the Policy's Front and Back Cover and the Policy Data Page. The "Bracketed Information" typically corresponds to the headings found on the Policy Covers and Policy Data Page. When applicable, ranges and/or alternate text are provided. The actual Policy Data Page a policy owner receives will reflect only the information based on the Applicant'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 & Data Page	This section will reflect the applicable information for each Policy issued. NYLIAC may choose not to reflect this information on the cover page since it is also reflected in the Policy Data Page.
Executive Office/Home Office Addresses	Front/Back Cover Page & Data Page	To allow for flexibility in changing this information should NYLIAC's Executive or Home Office location change.
NYLIAC Officer 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 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 allow for flexibility in changing 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 range of plan options we may offer are: <ul style="list-style-type: none"> • Non-Qualified • Traditional IRA • Inherited IRA • ROTH IRA • Inherited Roth IRA NYLIAC may offer one or more of these plans within this range at one time.
Single Premium	Policy Data Page	To allow for the flexibility of changing the premium amount used to purchase the Policy. The minimum single premium payment the Corporation will accept is \$10,000. The Premium payment range is between and including \$5,000 – \$20,000,000.
Annuity Income Payment Option	Policy Data Page	To allow for the flexibility of displaying the Annuity Income Payment option selected by the applicant at the time of purchase of this annuity. This includes the benefit language, dollar amount, payment frequency (Payment Mode) and, if applicable, the period certain and death benefit percentage.

Payment Mode: To allow for flexibility of changing the availability of payment modes. The range of payment modes NYLIAC may make available are: monthly, quarterly, semi-annual or annual. NYLIAC may offer one or more of these modes within this range at one time.

Reduction of income on joint-life plans: Reduction of income is available for all but the Life with Cash Refund and Life with Installment Refund options. The available percentages are between and including 40% and 99%. Reduction of Income information that corresponds with the Annuity Income Payment option chosen is included in the text entries below.

Benefit Language

The following text entries and corresponding benefit description will display on the Policy Data Page based on the Annuity Income Payment option chosen:

For Life Only Annuity

- **Single Life Annuity**
[\$XXXX] [mode], payable only while the Annuitant is living.
- **Joint Life and 100% Survivor Annuity**
[\$XXXX] [mode], payable while either Annuitant is living. Annuity Income Payments will cease upon the death of the last surviving Annuitant.
- **Joint Life and [XX%] Survivor Annuity (Reduction of Income)**
[\$XXXX] [mode], payable while both Annuitants are living. [\$XXX] [mode], payable after the death of either Annuitant. Annuity Income Payments will cease upon the death of the last surviving Annuitant.

For Life with Cash Refund

- **Single Life Annuity with Cash Refund**
[\$XXXX] [mode], payable while the Annuitant is living.

If the Annuitant dies before the sum of the Annuity Income Payments received equals the premium paid, the difference will be paid in one sum to the Beneficiary(ies).

If the Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies).
- **Joint Life and 100% Survivor Annuity with Cash Refund**
[\$XXXX] [mode], payable while either Annuitant is living.

If both Annuitants die before the sum of the Annuity Income Payments received equals the premium paid, the difference will be paid in one sum to the Beneficiary(ies).

If the last surviving Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies).

For Life with Period Certain

For the Life with Period Certain option, Years and Months are the periods for which Annuity Income Payments are guaranteed and will vary based on what NYLIAC makes available and what the Applicant elects.

Guaranteed Period (Period Certain): The range for the guaranteed periods is any whole number between and including 1 and 50 years and any number of months between and including 1 and 11. NYLIAC may offer one or more years and/or months within this range at one time.

- **Single Life Annuity with [XX] Years [XX] Months Period Certain**
[\$XXXX] [mode], payable while the Annuitant is living or for [XX] Years and [XX] Months, whichever is later.

If the Annuitant dies before the guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period. If the Annuitant dies after the guaranteed period ends, Annuity Income Payments will cease, and no amount is payable to the Beneficiary(ies).

Upon the death of the Annuitant(s), if any remaining guaranteed Annuity Income Payments are paid in one sum to a Beneficiary, the present value of those payments will be calculated based on the following schedule of discount rates:

Annuity Income Payments Payable in Policy Years [1 through 5]	[XX.XX]%
Annuity Income Payments Payable in Policy Years [6 through 10]	[XX.XX]%
Annuity Income Payments Payable in Policy Years [11 through 20]	[XX.XX]%
Annuity Income Payments Payable in Policy Years [21 through 30]	[XX.XX]%

- **Joint Life and 100% Survivor Annuity with [XX] Years [XX] Months Period Certain**
[\$XXXX] [mode], payable while either Annuitant is living or for [XX] Years and [XX] Months, whichever is later.

If the last surviving Annuitant dies before the remaining guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period. If the last surviving Annuitant dies after the guaranteed period ends, Annuity Income Payments will cease, and no amount is payable to the Beneficiary(ies).

Upon the death of the Annuitant(s), if any guaranteed Annuity Income Payments are paid in one sum to a Beneficiary, the present value of those payments will be calculated based on the following schedule of discount rates:

Annuity Income Payments Payable in Policy Years [1 through 5] [XX.XX]%
Annuity Income Payments Payable in Policy Years [6 through 10] [XX.XX]%
Annuity Income Payments Payable in Policy Years [11 through 20] [XX.XX]%
Annuity Income Payments Payable in Policy Years [21 through 30] [XX.XX]%

- **Joint Life and [XX%] Survivor Annuity With [XX] Years and [XX] Months Period Certain (Reduction of Income)**

[\$XXXX] [mode], payable while both Annuitants are living or for [XX] Years and [XX] Months, whichever is later. [\$XXX] [mode], payable after [XX] Years [XX] Months or after the death of either Annuitant, whichever is later.

If the last surviving Annuitant dies before the guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period. If the last surviving Annuitant dies after the guaranteed period ends, Annuity Income Payments will cease and no amount is payable to the Beneficiary(ies).

Upon the death of the Annuitant(s), if any remaining guaranteed Annuity Income Payments are paid in one sum to a Beneficiary, the present value of those payments will be calculated based on the following schedule of discount rates:

Annuity Income Payments Payable in Policy Years [1 through 5] [XX.XX]%
Annuity Income Payments Payable in Policy Years [6 through 10] [XX.XX]%
Annuity Income Payments Payable in Policy Years [11 through 20] [XX.XX]%
Annuity Income Payments Payable in Policy Years [21 through 30] [XX.XX]%

For Life With Installment Refund

- **Single Life Annuity with Installment Refund**

[\$1,390.00] [mode], payable while the Annuitant is living.

If the Annuitant dies before the sum of the Annuity Income Payments received equals the premium paid, the Annuity Income Payments will continue at the scheduled frequency, payable to the Beneficiary, until the total payments equal the premium paid.

If the Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies).

Upon the death of the Annuitant(s), if any remaining guaranteed Annuity Income Payments are paid in one sum to a Beneficiary, the present value of those payments will be calculated based on the following schedule of interest rates:

Annuity Income Payments Payable in Policy Years [1 through 5] [XX.XX]%
Annuity Income Payments Payable in Policy Years [6 through 10] [XX.XX]%
Annuity Income Payments Payable in Policy Years [11 through 20] [XX.XX]%
Annuity Income Payments Payable in Policy Years [21 through 30] [XX.XX]%

		<ul style="list-style-type: none"> Joint Life and 100% Survivor Annuity with Installment Refund \$[1,250] [mode], payable while either Annuitant is living. If both Annuitants die before the sum of the Annuity Income Payments received equals the premium paid, the Annuity Income Payments will continue at the scheduled frequency payable to the Beneficiary, until the total payments equal the premium paid. If the last surviving Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies). Upon the death of the Annuitant(s), if any remaining guaranteed Annuity Income Payments are paid in one sum to a Beneficiary, the present value of those payments will be calculated based on the following schedule of discount rates: Annuity Income Payments Payable in Policy Years [1 through 5] [XX.XX]% Annuity Income Payments Payable in Policy Years [6 through 10] [XX.XX]% Annuity Income Payments Payable in Policy Years [11 through 20] [XX.XX]% Annuity Income Payments Payable in Policy Years [21 through 30] [XX.XX]% <p><u>For Life Annuity With Percent of Premium Death Benefit</u> Available percentages for death benefit with both single and joint life options are 25% and 50% of Premium Paid.</p> <ul style="list-style-type: none"> Single Life Annuity With Percent of Premium Death Benefit [\$XXXX] [mode], payable only while the Annuitant is living. Death Benefit: [\$XXXX] ([XX%] of the Premium Paid), payable to the Beneficiary upon the death of the Annuitant. Joint Life and 100% Survivor Annuity With Percent of Premium Death Benefit [\$XXXX] [mode], payable while either Annuitant is living. Annuity Income Payments will cease upon the death of the last surviving Annuitant. Death Benefit: [\$XXXX] ([XX%] of the Premium Paid), payable to the Beneficiary upon the death of the last surviving Annuitant. Joint Life and [XX%] Survivor Annuity With Percent of Premium Death Benefit (Reduction of Income) [\$XXXX] [mode], payable while both Annuitants are living. [\$XXX] [mode], payable after the death of either Annuitant. Annuity Income Payments will cease upon the death of the last surviving Annuitant.
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		<p>Death Benefit: [\$XXXX] ([XX%] of the Premium Paid), payable to the Beneficiary upon the death of the last surviving Annuitant.</p>
Death Benefit Commutation		<p>The following further clarifies the death benefit commutation language shown above under each applicable Annuity Income Payment Option.</p> <p>The applicable Annuity Income Payment options are Life with Period Certain and Life With Installment Refund.</p> <p>Interest rates shown are those used to calculate the present values of any remaining guaranteed Annuity Income Payments upon death. The rate is typically the rate(s) at issue plus one percent (1%). Only those Policy years and corresponding rates applicable to the issued Policy will display.</p> <p>Interest rate durations under the schedule of interest rates used to calculate the present value of any remaining guaranteed Annuity Income Payments upon death may change and are bracketed to allow for flexibility in modifying such durations.</p>
Annual Increase Option	Policy Data Page	<p>To allow for the flexibility of displaying this information when the Annual Increase Option is offered by NYLIAC and elected by the applicant at time of purchase of this annuity. The percentage range for this option is any whole number between and including 1% and 20%. NYLIAC may offer one or more percentages within this range at one time.</p>
Changing Needs Rider Option Selected	Policy Data Page	<p>To allow for the flexibility of displaying this information when the Changing Needs Rider Option is elected by the Applicant at time of purchase of this annuity.</p>
Income Enhancement Option Rider Selected	Policy Data Page	<p>To allow for the flexibility of displaying this information when the Income Enhancement Option Rider is elected by the Applicant at time of purchase of this annuity.</p> <p>The interest rates for the beginning index and ending index will print in this section. These rates are calculated based on the interest rate index described in the rider. If the Federal Reserve terminates this index at some future date, we will select an appropriate replacement index based on industry standards at the time of the change.</p> <p>When this benefit option is elected, the last sentence of this rider description will be different dependent on the Annuity Income Option elected, as follows:</p> <p>Life with Period Certain, Life with Cash Refund and Life with Installment Refund: the phrase "remainder of the Guaranteed Period" will display.</p> <p>Life Only and Life with Percent of Premium Death Benefit: the phrase "duration of the Policy" and reference to the 40% Withdrawal Rider, will display.</p>

<p>Withdrawal Rider Title And Associated Parenthetical Language</p>	<p>Policy Data Page</p>	<p>To allow for the flexibility of displaying the title of the appropriate Withdrawal Rider on the Policy Data Page based the plan type and annuity benefit option chosen.</p> <p>If the 40% Withdrawal Rider is included in the policy, the following will display:</p> <p>[40% WITHDRAWAL RIDER (See next page for rider information)]</p> <p>If the Withdrawal Rider that allows commutation of up to 100% of the guaranteed Annuity Income Payments is included in the policy, the following will display:</p> <p>[WITHDRAWAL RIDER (See next page for rider information)]</p>
<p>Withdrawal Rider Information</p>	<p>Policy Data Page</p>	<p>To allow for the flexibility of displaying the Withdrawal Rider benefit information that corresponds with the applicable rider included in the policy based on the following criteria:</p> <p><u>40% Withdrawal Rider</u> The 40% Withdrawal Benefit Rider information will display with the following Annuity Income Benefit options and plan types as follows:</p> <ul style="list-style-type: none"> • Life Annuity – qualified & non-qualified plans. • Life with Cash Refund, Life with Period Certain, and Life with Installment Refund - qualified plans only. • Life With Percent Of Premium Death Benefit – non-qualified plans only. <p>Exception for Roth Plans where qualified plans are allowed: the 40% Withdrawal Rider is available only with single life plans.</p> <p>Available Withdrawal Effective Dates: This section will display the dates that represent the 5th, 10th and 15th anniversary of the Annuity Commencement Date.</p> <p>Life Expectancy: This section will display the life expectancy in years and months of the corresponding Annuitant and, if applicable, joint Annuitant.</p> <p>Rider Exercisability Limitations: - The statement “(not applicable with Inherited Individual Retirement Annuity and Inherited Roth Individual Retirement Annuity Qualified Plans)” will appear in single life policies only.</p> <p><u>Withdrawal Benefit Rider (up to 100%)</u> The Withdrawal Benefit Rider (up to 100%) Information will display with the following Annuity Income Benefit options and plan types as follows:</p> <p>Life with Cash Refund, Life with Period Certain, and Life with Installment Refund - non-qualified and single life Roth IRA plans only.</p>

		<p>Guaranteed Period on the Policy Date: This will display the number of years and months that correlate with the number of years and months indicated in the Annuity Income Payment section of the Policy Data Page.</p> <p><u>Applicable to both the 40% Withdrawal Rider and the Withdrawal Rider (up to 100%)</u> Interest rates for discounting payments: Only the Policy year range(s) and associated discount rate(s) applicable to the issued Policy will display. The discount rates shown are determined using the rate(s) at issue plus 1%. The Interest Rate Change Adjustment will further adjust these rates.</p> <p>Interest rate durations under the schedule of interest rates used to discount payments under the Withdrawal Benefit may change and are bracketed to allow for flexibility in modifying such durations.</p>
<p>Riders And Endorsements Attached To This Policy On The Policy Date</p>	<p>Policy Data Page</p>	<p>To allow for flexibility should the Corporation choose to list Riders that may be attached to each issued policy. The Corporation may also reflect any applicable Policy endorsements attached at Policy issue. As such, we will include the optional text “AND ENDORSEMENTS”. Should the Corporation file and receive approval for any Riders or Endorsements for use with this Policy at a future date, we may display the applicable Rider or Endorsement in this section for new issues of the Policy.</p>
<p>All other bracketed items are John Doe information.</p>		

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
Individual Single Premium Immediate Fixed Annuity Policy
Form Number: 212- P101**

The following comments describe the nature and scope of the variable material denoted with brackets on the Policy's Front and Back Cover and the Policy Data Page. The "Bracketed Information" typically corresponds to the headings found on the Policy Covers and Policy Data Page. When applicable, ranges and/or alternate text are provided. The actual Policy Data Page a policy owner receives will reflect only the information based on the Applicant'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 & Data Page	This section will reflect the applicable information for each Policy issued. NYLIAC may choose not to reflect this information on the cover page since it is also reflected in the Policy Data Page.
Executive Office/Home Office Addresses	Front/Back Cover Page & Data Page	To allow for flexibility in changing this information should NYLIAC's Executive or Home Office location change.
NYLIAC Officer 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 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 allow for flexibility in changing 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 range of plan options we may offer are: <ul style="list-style-type: none"> • Non-Qualified • Traditional IRA • Inherited IRA • ROTH IRA • Inherited Roth IRA NYLIAC may offer one or more of these plans within this range at one time.
Single Premium	Policy Data Page	To allow for the flexibility of changing the premium amount used to purchase the Policy. The minimum single premium payment the Corporation will accept is \$10,000. The Premium payment range is between and including \$5,000 – \$20,000,000.
Annuity Income Payment Option	Policy Data Page	To allow for the flexibility of displaying the Annuity Income Payment option selected by the applicant at the time of purchase of this annuity. This includes the benefit language, dollar amount, payment frequency (Payment Mode) and, if applicable, the period certain and death benefit percentage.

Payment Mode: To allow for flexibility of changing the availability of payment modes. The range of payment modes NYLIAC may make available are: monthly, quarterly, semi-annual or annual. NYLIAC may offer one or more of these modes within this range at one time.

Reduction of income on joint-life plans: Reduction of income is available for all but the Life with Cash Refund and Life with Installment Refund options. The available percentages are between and including 40% and 99%. Reduction of Income information that corresponds with the Annuity Income Payment option chosen is included in the text entries below.

Benefit Language

The following text entries and corresponding benefit description will display on the Policy Data Page based on the Annuity Income Payment option chosen:

For Life Only Annuity

- **Single Life Annuity**
[\$XXXX] [mode], payable only while the Annuitant is living.
- **Joint Life and 100% Survivor Annuity**
[\$XXXX] [mode], payable while either Annuitant is living. Annuity Income Payments will cease upon the death of the last surviving Annuitant.
- **Joint Life and [XX%] Survivor Annuity (Reduction of Income)**
[\$XXXX] [mode], payable while both Annuitants are living. [\$XXX] [mode], payable after the death of either Annuitant. Annuity Income Payments will cease upon the death of the last surviving Annuitant.

For Life with Cash Refund

- **Single Life Annuity with Cash Refund**
[\$XXXX] [mode], payable while the Annuitant is living.

If the Annuitant dies before the sum of the Annuity Income Payments received equals the premium paid, the difference will be paid in one sum to the Beneficiary(ies).

If the Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies).
- **Joint Life and 100% Survivor Annuity with Cash Refund**
[\$XXXX] [mode], payable while either Annuitant is living.

If both Annuitants die before the sum of the Annuity Income Payments received equals the premium paid, the difference will be paid in one sum to the Beneficiary(ies).

If the last surviving Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies).

For Life with Period Certain

For the Life with Period Certain option, Years and Months are the periods for which Annuity Income Payments are guaranteed and will vary based on what NYLIAC makes available and what the Applicant elects.

Guaranteed Period (Period Certain): The range for the guaranteed periods is any whole number between and including 1 and 50 years and any number of months between and including 1 and 11. NYLIAC may offer one or more years and/or months within this range at one time.

- **Single Life Annuity with [XX] Years [XX] Months Period Certain**
[\$XXXX] [mode], payable while the Annuitant is living or for [XX] Years and [XX] Months, whichever is later.

If the Annuitant dies before the guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period. If the Annuitant dies after the guaranteed period ends, Annuity Income Payments will cease, and no amount is payable to the Beneficiary(ies).

Upon the death of the Annuitant(s), if any remaining guaranteed Annuity Income Payments are paid in one sum to a Beneficiary, the present value of those payments will be calculated based on the following schedule of discount rates:

Annuity Income Payments Payable in Policy Years [1 through 5]	[XX.XX]%
Annuity Income Payments Payable in Policy Years [6 through 10]	[XX.XX]%
Annuity Income Payments Payable in Policy Years [11 through 20]	[XX.XX]%
Annuity Income Payments Payable in Policy Years [21 through 30]	[XX.XX]%

- **Joint Life and 100% Survivor Annuity with [XX] Years [XX] Months Period Certain**
[\$XXXX] [mode], payable while either Annuitant is living or for [XX] Years and [XX] Months, whichever is later.

If the last surviving Annuitant dies before the guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period. If the last surviving Annuitant dies after the guaranteed period ends, Annuity Income Payments will cease, and no amount is payable to the Beneficiary(ies).

Upon the death of the Annuitant(s), if any remaining guaranteed Annuity Income Payments are paid in one sum to a Beneficiary, the present value of those payments will be calculated based on the following schedule of discount rates:

Annuity Income Payments Payable in Policy Years [1 through 5] [XX.XX]%
Annuity Income Payments Payable in Policy Years [6 through 10] [XX.XX]%
Annuity Income Payments Payable in Policy Years [11 through 20] [XX.XX]%
Annuity Income Payments Payable in Policy Years [21 through 30] [XX.XX]%

- **Joint Life and [XX%] Survivor Annuity With [XX] Years and [XX] Months Period Certain (Reduction of Income)**

[\$XXXX] [mode], payable while both Annuitants are living or for [XX] Years and [XX] Months, whichever is later. [\$XXX] [mode], payable after [XX] Years [XX] Months or after the death of either Annuitant, whichever is later.

If the last surviving Annuitant dies before the guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period. If the last surviving Annuitant dies after the guaranteed period ends, Annuity Income Payments will cease and no amount is payable to the Beneficiary(ies).

Upon the death of the Annuitant(s), if any remaining guaranteed Annuity Income Payments are paid in one sum to a Beneficiary, the present value of those payments will be calculated based on the following schedule of discount rates:

Annuity Income Payments Payable in Policy Years [1 through 5] [XX.XX]%
Annuity Income Payments Payable in Policy Years [6 through 10] [XX.XX]%
Annuity Income Payments Payable in Policy Years [11 through 20] [XX.XX]%
Annuity Income Payments Payable in Policy Years [21 through 30] [XX.XX]%

For Life With Installment Refund

- **Single Life Annuity with Installment Refund**

[\$1,390.00] [mode], payable while the Annuitant is living.

If the Annuitant dies before the sum of the Annuity Income Payments received equals the premium paid, the Annuity Income Payments will continue at the scheduled frequency, payable to the Beneficiary, until the total payments equal the premium paid.

If the Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies).

Upon the death of the Annuitant(s), if any remaining guaranteed Annuity Income Payments are paid in one sum to a Beneficiary, the present value of those payments will be calculated based on the following schedule of discount rates:

Annuity Income Payments Payable in Policy Years [1 through 5] [XX.XX]%
Annuity Income Payments Payable in Policy Years [6 through 10] [XX.XX]%
Annuity Income Payments Payable in Policy Years [11 through 20] [XX.XX]%
Annuity Income Payments Payable in Policy Years [21 through 30] [XX.XX]%

		<ul style="list-style-type: none"> Joint Life and 100% Survivor Annuity with Installment Refund \$[1,250] [mode], payable while either Annuitant is living. If both Annuitants die before the sum of the Annuity Income Payments received equals the premium paid, the Annuity Income Payments will continue at the scheduled frequency payable to the Beneficiary, until the total payments equal the premium paid. If the last surviving Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies). Upon the death of the Annuitant(s), if any remaining guaranteed Annuity Income Payments are paid in one sum to a Beneficiary, the present value of those payments will be calculated based on the following schedule of discount rates: Annuity Income Payments Payable in Policy Years [1 through 5] [XX.XX]% Annuity Income Payments Payable in Policy Years [6 through 10] [XX.XX]% Annuity Income Payments Payable in Policy Years [11 through 20] [XX.XX]% Annuity Income Payments Payable in Policy Years [21 through 30] [XX.XX]% <p><u>For Life Annuity With Percent of Premium Death Benefit</u> Available percentages for death benefit with both single and joint life options are 25% and 50% of Premium Paid.</p> <ul style="list-style-type: none"> Single Life Annuity With Percent of Premium Death Benefit [\$XXXX] [mode], payable only while the Annuitant is living. Death Benefit: [\$XXXX] ([XX%] of the Premium Paid), payable to the Beneficiary upon the death of the Annuitant. Joint Life and 100% Survivor Annuity With Percent of Premium Death Benefit [\$XXXX] [mode], payable while either Annuitant is living. Annuity Income Payments will cease upon the death of the last surviving Annuitant. Death Benefit: [\$XXXX] ([XX%] of the Premium Paid), payable to the Beneficiary upon the death of the last surviving Annuitant. Joint Life and [XX%] Survivor Annuity With Percent of Premium Death Benefit (Reduction of Income) [\$XXXX] [mode], payable while both Annuitants are living. [\$XXX] [mode], payable after the death of either Annuitant. Annuity Income Payments will cease upon the death of the last surviving Annuitant.
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		<p>Death Benefit: [\$XXXX] ([XX%] of the Premium Paid), payable to the Beneficiary upon the death of the last surviving Annuitant.</p>
Death Benefit Commutation		<p>The following further clarifies the death benefit commutation language shown above under each applicable Annuity Income Payment Option.</p> <p>The applicable Annuity Income Payments options are Life with Period Certain and Life With Installment Refund.</p> <p>Interest rates shown are those used to calculate the present values of any remaining guaranteed Annuity Income Payments upon death. The rate is typically the rate(s) at issue plus one percent (1%). Only those Policy years and corresponding rates applicable to the issued Policy will display.</p> <p>Interest rate durations under the schedule of interest rates used to calculate the present value of any remaining guaranteed Annuity Income Payments upon death may change and are bracketed to allow for flexibility in modifying such durations.</p>
Annual Increase Option	Policy Data Page	<p>To allow for the flexibility of displaying this information when the Annual Increase Option is offered by NYLIAC and elected by the applicant at time of purchase of this annuity. The percentage range for this option is any whole number between and including 1% and 20%. NYLIAC may offer one or more percentages within this range at one time.</p>
Changing Needs Rider Option Selected	Policy Data Page	<p>To allow for the flexibility of displaying this information when the Changing Needs Rider Option is elected by the Applicant at time of purchase of this annuity.</p>
Income Enhancement Option Rider Selected	Policy Data Page	<p>To allow for the flexibility of displaying this information when the Income Enhancement Option Rider is elected by the Applicant at time of purchase of this annuity.</p> <p>The interest rates for the beginning index and ending index will print in this section. These rates are calculated based on the interest rate index described in the rider. If the Federal Reserve terminates this index at some future date, we will select an appropriate replacement index based on industry standards at the time of the change.</p> <p>When this benefit option is elected, the last sentence of this rider description will be different dependent on the Annuity Income Option elected, as follows:</p> <p>Life with Period Certain, Life with Cash Refund and Life with Installment Refund: the phrase "remainder of the Guaranteed Period" will display.</p> <p>Life Only and Life with Percent of Premium Death Benefit: the phrase "duration of the Policy" and reference to the 30% Withdrawal Rider will display.</p>

<p>Withdrawal Rider Title And Associated Parenthetical Language</p>	<p>Policy Data Page</p>	<p>To allow for the flexibility of displaying the title of the appropriate Withdrawal Rider on the Policy Data Page based the plan type and annuity benefit chosen.</p> <p>If the 30% Withdrawal Rider is included in the policy, the following will display:</p> <p>[30% WITHDRAWAL RIDER (See next page for rider information)]</p> <p>If the Withdrawal Rider that allows commutation of up to 100% of the guaranteed Annuity Income Payments is included in the policy, the following will display:</p> <p>[WITHDRAWAL RIDER (See next page for rider information)]</p>
<p>Withdrawal Rider Information</p>	<p>Policy Data Page</p>	<p>To allow for the flexibility of displaying the Withdrawal Rider benefit information that corresponds with the applicable rider included in the policy based on the following criteria:</p> <p><u>30% Withdrawal Rider</u> The 30% Withdrawal Benefit Rider information will display with the following Annuity Income Benefit options and plan types as follows:</p> <ul style="list-style-type: none"> • Life Annuity – qualified & non-qualified plans. • Life with Cash Refund, Life with Period Certain, and Life with Installment Refund - qualified plans only. • Life With Percent Of Premium Death Benefit – non-qualified plans only. <p>Exception for Roth Plans where qualified plans are allowed: the 30% Withdrawal Rider is available only with single life plans.</p> <p>Available Withdrawal Effective Dates: This section will display the dates that represent the 5th, 10th and 15th anniversary of the Annuity Commencement Date.</p> <p>Life Expectancy: This section will display the life expectancy in years and months of the corresponding Annuitant and, if applicable, joint Annuitant.</p> <p>Rider Exercisability Limitations: - The statement “(not applicable with Inherited Individual Retirement Annuity and Inherited Roth Individual Retirement Annuity Qualified Plans)” will appear in single life policies only.</p> <p><u>Withdrawal Benefit Rider (up to 100%)</u> The Withdrawal Benefit Rider (up to 100%) Information will display with the following Annuity Income Benefit options and plan types as follows:</p> <p>Life with Cash Refund, Life with Period Certain, and Life with Installment Refund - non-qualified and single life Roth IRA plans only.</p>

		<p>Guaranteed Period on the Policy Date: This will display the number of years and months that correlate with the number of years and months indicated in the Annuity Income Payment section of the Policy Data Page.</p> <p><u>Applicable to both the 30% Withdrawal Rider and the Withdrawal Rider (up to 100%)</u> Interest rates for discounting payments: Only the Policy year range(s) and associated discount rate(s) applicable to the issued Policy will display. The discount rates shown are determined using the rate(s) at issue plus 1%. The Interest Rate Change Adjustment will further adjust these rates.</p> <p>Interest rate durations under the schedule of interest rates used to discount payments under the Withdrawal Benefit may change and are bracketed to allow for flexibility in modifying such durations.</p>
<p>Riders And Endorsements Attached To This Policy On The Policy Date</p>	<p>Policy Data Page</p>	<p>To allow for flexibility should the Corporation choose to list Riders that may be attached to each issued policy. The Corporation may also reflect any applicable Policy endorsements attached at Policy issue. As such, we will include the optional text “AND ENDORSEMENTS”. Should the Corporation file and receive approval for any Riders or Endorsements for use with this Policy at a future date, we may display the applicable Rider or Endorsement in this section for new issues of the Policy.</p>
<p>All other bracketed items are John Doe information.</p>		

SERFF Tracking Number: NYLA-128343664 State: Arkansas
 Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number:
 Company Tracking Number: 212-P100
 TOI: A05I Individual Annuities- Immediate Non- Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
 Product Name: GRIA
 Project Name/Number: GRIA/212-P100

Superseded Schedule Items

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

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
06/25/2012	Supporting	Statements of Variability Document	06/29/2012	SOV-212-A100.pdf SOV-212-A101.pdf SOV-206-308 (06.2012).pdf SOV-206-309 (06.2012).pdf SOV-206-310 (06.2012).pdf SOV-211-R103 (06.2012).pdf SOV-211-R107 (06.2012).pdf SOV-212-P100.pdf (Superseded) SOV-212-P101.pdf (Superseded)

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
Individual Single Premium Immediate Fixed Annuity Policy
Form Number: 212- P100**

The following comments describe the nature and scope of the variable material denoted with brackets on the Policy's Front and Back Cover and the Policy Data Page. The "Bracketed Information" typically corresponds to the headings found on the Policy Covers and Policy Data Page. When applicable, ranges and/or alternate text are provided. The actual Policy Data Page a policy owner receives will reflect only the information based on the Applicant'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 & Data Page	This section will reflect the applicable information for each Policy issued. NYLIAC may choose not to reflect this information on the cover page since it is also reflected in the Policy Data Page.
Executive Office/Home Office Addresses	Front/Back Cover Page & Data Page	To allow for flexibility in changing this information should NYLIAC's Executive or Home Office location change.
NYLIAC Officer 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 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.
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 range of plan options we may offer are: <ul style="list-style-type: none"> • Non-Qualified • Traditional IRA • Inherited IRA • ROTH IRA • Inherited Roth IRA NYLIAC may offer one or more of these plans within this range at one time.
Single Premium	Policy Data Page	To allow for the flexibility of changing the premium amount used to purchase the Policy. The minimum single premium payment the Corporation will accept is \$10,000. The Premium payment range is between and including \$5,000 – \$20,000,000.
Annuity Income Payment Option	Policy Data Page	To allow for the flexibility of displaying the Annuity Income Payment option selected by the applicant at the time of purchase of this annuity. This includes the benefit language, dollar amount, payment frequency (Payment Mode) and, if applicable, the period certain and death benefit percentage.

Payment Mode: To allow for flexibility of changing the availability of payment modes. The range of payment modes NYLIAC may make available are: monthly, quarterly, semi-annual or annual. NYLIAC may offer one or more of these modes within this range at one time.

Reduction of income on joint-life plans: Reduction of income is available for all but the Life with Cash Refund and Life with Installment Refund options. The available percentages are between and including 40% and 99%. Reduction of Income information that corresponds with the Annuity Income Payment option chosen is included in the text entries below.

Benefit Language

The following text entries and corresponding benefit description will display on the Policy Data Page based on the Annuity Income Payment option chosen:

For Life Only Annuity

- **Single Life Annuity**
[\$XXXX] [mode], payable only while the Annuitant is living.
- **Joint Life and 100% Survivor Annuity**
[\$XXXX] [mode], payable while either Annuitant is living. Annuity Income Payments will cease upon the death of the last surviving Annuitant.
- **Joint Life and [XX%] Survivor Annuity (Reduction of Income)**
[\$XXXX] [mode], payable while both Annuitants are living. [\$XXX] [mode], payable after the death of either Annuitant. Annuity Income Payments will cease upon the death of the last surviving Annuitant.

For Life with Cash Refund

- **Single Life Annuity with Cash Refund**
[\$XXXX] [mode], payable while the Annuitant is living.

If the Annuitant dies before the sum of the Annuity Income Payments received equals the premium paid, the difference will be paid in one sum to the Beneficiary(ies).

If the Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies).
- **Joint Life and 100% Survivor Annuity with Cash Refund**
[\$XXXX] [mode], payable while either Annuitant is living.

If both Annuitants die before the sum of the Annuity Income Payments received equals the premium paid, the difference will be paid in one sum to the Beneficiary(ies).

If the last surviving Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies).

For Life with Period Certain

For the Life with Period Certain option, Years and Months are the periods for which Annuity Income Payments are guaranteed and will vary based on what NYLIAC makes available and what the Applicant elects.

Guaranteed Period (Period Certain): The range for the guaranteed periods is any whole number between and including 1 and 50 years and any number of months between and including 1 and 11. NYLIAC may offer one or more years and/or months within this range at one time.

- **Single Life Annuity with [XX] Years [XX] Months Period Certain**
[\$XXXX] [mode], payable while the Annuitant is living or for [XX] Years and [XX] Months, whichever is later.

If the Annuitant dies before the guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period. If the Annuitant dies after the guaranteed period ends, Annuity Income Payments will cease, and no amount is payable to the Beneficiary(ies).

Upon the death of the Annuitant(s), if any remaining guaranteed Annuity Income Payments are paid in one sum to a Beneficiary, the present value of those payments will be calculated based on the following schedule of discount rates:

Annuity Income Payments Payable in Policy Years [1 through 5]	[XX.XX]%
Annuity Income Payments Payable in Policy Years [6 through 10]	[XX.XX]%
Annuity Income Payments Payable in Policy Years [11 through 20]	[XX.XX]%
Annuity Income Payments Payable in Policy Years [21 through 30]	[XX.XX]%

- **Joint Life and 100% Survivor Annuity with [XX] Years [XX] Months Period Certain**
[\$XXXX] [mode], payable while either Annuitant is living or for [XX] Years and [XX] Months, whichever is later.

If the last surviving Annuitant dies before the remaining guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period. If the last surviving Annuitant dies after the guaranteed period ends, Annuity Income Payments will cease, and no amount is payable to the Beneficiary(ies).

Upon the death of the Annuitant(s), if any guaranteed Annuity Income Payments are paid in one sum to a Beneficiary, the present value of those payments will be calculated based on the following schedule of discount rates:

Annuity Income Payments Payable in Policy Years [1 through 5] [XX.XX]%
Annuity Income Payments Payable in Policy Years [6 through 10] [XX.XX]%
Annuity Income Payments Payable in Policy Years [11 through 20] [XX.XX]%
Annuity Income Payments Payable in Policy Years [21 through 30] [XX.XX]%

- **Joint Life and [XX%] Survivor Annuity With [XX] Years and [XX] Months Period Certain (Reduction of Income)**

[\$XXXX] [mode], payable while both Annuitants are living or for [XX] Years and [XX] Months, whichever is later. [\$XXX] [mode], payable after [XX] Years [XX] Months or after the death of either Annuitant, whichever is later.

If the last surviving Annuitant dies before the guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period. If the last surviving Annuitant dies after the guaranteed period ends, Annuity Income Payments will cease and no amount is payable to the Beneficiary(ies).

Upon the death of the Annuitant(s), if any remaining guaranteed Annuity Income Payments are paid in one sum to a Beneficiary, the present value of those payments will be calculated based on the following schedule of discount rates:

Annuity Income Payments Payable in Policy Years [1 through 5] [XX.XX]%
Annuity Income Payments Payable in Policy Years [6 through 10] [XX.XX]%
Annuity Income Payments Payable in Policy Years [11 through 20] [XX.XX]%
Annuity Income Payments Payable in Policy Years [21 through 30] [XX.XX]%

For Life With Installment Refund

- **Single Life Annuity with Installment Refund**

[\$1,390.00] [mode], payable while the Annuitant is living.

If the Annuitant dies before the sum of the Annuity Income Payments received equals the premium paid, the Annuity Income Payments will continue at the scheduled frequency, payable to the Beneficiary, until the total payments equal the premium paid.

If the Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies).

Upon the death of the Annuitant(s), if any remaining guaranteed Annuity Income Payments are paid in one sum to a Beneficiary, the present value of those payments will be calculated based on the following schedule of interest rates:

Annuity Income Payments Payable in Policy Years [1 through 5] [XX.XX]%
Annuity Income Payments Payable in Policy Years [6 through 10] [XX.XX]%
Annuity Income Payments Payable in Policy Years [11 through 20] [XX.XX]%
Annuity Income Payments Payable in Policy Years [21 through 30] [XX.XX]%

		<ul style="list-style-type: none"> Joint Life and 100% Survivor Annuity with Installment Refund \$[1,250] [mode], payable while either Annuitant is living. If both Annuitants die before the sum of the Annuity Income Payments received equals the premium paid, the Annuity Income Payments will continue at the scheduled frequency payable to the Beneficiary, until the total payments equal the premium paid. If the last surviving Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies). Upon the death of the Annuitant(s), if any remaining guaranteed Annuity Income Payments are paid in one sum to a Beneficiary, the present value of those payments will be calculated based on the following schedule of discount rates: Annuity Income Payments Payable in Policy Years [1 through 5] [XX.XX]% Annuity Income Payments Payable in Policy Years [6 through 10] [XX.XX]% Annuity Income Payments Payable in Policy Years [11 through 20] [XX.XX]% Annuity Income Payments Payable in Policy Years [21 through 30] [XX.XX]% <p><u>For Life Annuity With Percent of Premium Death Benefit</u> Available percentages for death benefit with both single and joint life options are 25% and 50% of Premium Paid.</p> <ul style="list-style-type: none"> Single Life Annuity With Percent of Premium Death Benefit [\$XXXX] [mode], payable only while the Annuitant is living. Death Benefit: [\$XXXX] ([XX%] of the Premium Paid), payable to the Beneficiary upon the death of the Annuitant. Joint Life and 100% Survivor Annuity With Percent of Premium Death Benefit [\$XXXX] [mode], payable while either Annuitant is living. Annuity Income Payments will cease upon the death of the last surviving Annuitant. Death Benefit: [\$XXXX] ([XX%] of the Premium Paid), payable to the Beneficiary upon the death of the last surviving Annuitant. Joint Life and [XX%] Survivor Annuity With Percent of Premium Death Benefit (Reduction of Income) [\$XXXX] [mode], payable while both Annuitants are living. [\$XXX] [mode], payable after the death of either Annuitant. Annuity Income Payments will cease upon the death of the last surviving Annuitant.
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		<p>Death Benefit: [\$XXXX] ([XX%] of the Premium Paid), payable to the Beneficiary upon the death of the last surviving Annuitant.</p>
Death Benefit Commutation		<p>The following further clarifies the death benefit commutation language shown above under each applicable Annuity Income Payment Option.</p> <p>The applicable Annuity Income Payment options are Life with Period Certain and Life With Installment Refund.</p> <p>Interest rates shown are those used to calculate the present values of any remaining guaranteed Annuity Income Payments upon death. The rate is typically the rate(s) at issue plus one percent (1%). Only those Policy years and corresponding rates applicable to the issued Policy will display.</p> <p>Interest rate durations under the schedule of interest rates used to calculate the present value of any remaining guaranteed Annuity Income Payments upon death may change and are bracketed to allow for flexibility in modifying such durations.</p>
Annual Increase Option	Policy Data Page	<p>To allow for the flexibility of displaying this information when the Annual Increase Option is offered by NYLIAC and elected by the applicant at time of purchase of this annuity. The percentage range for this option is any whole number between and including 1% and 20%. NYLIAC may offer one or more percentages within this range at one time.</p>
Changing Needs Rider Option Selected	Policy Data Page	<p>To allow for the flexibility of displaying this information when the Changing Needs Rider Option is elected by the Applicant at time of purchase of this annuity.</p>
Income Enhancement Option Rider Selected	Policy Data Page	<p>To allow for the flexibility of displaying this information when the Income Enhancement Option Rider is elected by the Applicant at time of purchase of this annuity.</p> <p>The interest rates for the beginning index and ending index will print in this section. These rates are calculated based on the interest rate index described in the rider. If the Federal Reserve terminates this index at some future date, we will select an appropriate replacement index based on industry standards at the time of the change.</p> <p>When this benefit option is elected, the last sentence of this rider description will be different dependent on the Annuity Income Option elected, as follows:</p> <p>Life with Period Certain, Life with Cash Refund and Life with Installment Refund: the phrase "remainder of the Guaranteed Period" will display.</p> <p>Life Only and Life with Percent of Premium Death Benefit: the phrase "duration of the Policy" and reference to the 40% Withdrawal Rider, will display.</p>

<p>Withdrawal Rider Title And Associated Parenthetical Language</p>	<p>Policy Data Page</p>	<p>To allow for the flexibility of displaying the title of the appropriate Withdrawal Rider on the Policy Data Page based the plan type and annuity benefit option chosen.</p> <p>If the 40% Withdrawal Rider is included in the policy, the following will display:</p> <p>[40% WITHDRAWAL RIDER (See next page for rider information)]</p> <p>If the Withdrawal Rider that allows commutation of up to 100% of the guaranteed Annuity Income Payments is included in the policy, the following will display:</p> <p>[WITHDRAWAL RIDER (See next page for rider information)]</p>
<p>Withdrawal Rider Information</p>	<p>Policy Data Page</p>	<p>To allow for the flexibility of displaying the Withdrawal Rider benefit information that corresponds with the applicable rider included in the policy based on the following criteria:</p> <p><u>40% Withdrawal Rider</u> The 40% Withdrawal Benefit Rider information will display with the following Annuity Income Benefit options and plan types as follows:</p> <ul style="list-style-type: none"> • Life Annuity – qualified & non-qualified plans. • Life with Cash Refund, Life with Period Certain, and Life with Installment Refund - qualified plans only. • Life With Percent Of Premium Death Benefit – non-qualified plans only. <p>Exception for Roth Plans where qualified plans are allowed: the 40% Withdrawal Rider is available only with single life plans.</p> <p>Available Withdrawal Effective Dates: This section will display the dates that represent the 5th, 10th and 15th anniversary of the Annuity Commencement Date.</p> <p>Life Expectancy: This section will display the life expectancy in years and months of the corresponding Annuitant and, if applicable, joint Annuitant.</p> <p>Rider Exercisability Limitations: - The statement “(not applicable with Inherited Individual Retirement Annuity and Inherited Roth Individual Retirement Annuity Qualified Plans)” will appear in single life policies only.</p> <p><u>Withdrawal Benefit Rider (up to 100%)</u> The Withdrawal Benefit Rider (up to 100%) Information will display with the following Annuity Income Benefit options and plan types as follows:</p> <p>Life with Cash Refund, Life with Period Certain, and Life with Installment Refund - non-qualified and single life Roth IRA plans only.</p>

		<p>Guaranteed Period on the Policy Date: This will display the number of years and months that correlate with the number of years and months indicated in the Annuity Income Payment section of the Policy Data Page.</p> <p><u>Applicable to both the 40% Withdrawal Rider and the Withdrawal Rider (up to 100%)</u> Interest rates for discounting payments: Only the Policy year range(s) and associated discount rate(s) applicable to the issued Policy will display. The discount rates shown are determined using the rate(s) at issue plus 1%. The Interest Rate Change Adjustment will further adjust these rates.</p> <p>Interest rate durations under the schedule of interest rates used to discount payments under the Withdrawal Benefit may change and are bracketed to allow for flexibility in modifying such durations.</p>
<p>Riders And Endorsements Attached To This Policy On The Policy Date</p>	<p>Policy Data Page</p>	<p>To allow for flexibility should the Corporation choose to list Riders that may be attached to each issued policy. The Corporation may also reflect any applicable Policy endorsements attached at Policy issue. As such, we will include the optional text “AND ENDORSEMENTS”. Should the Corporation file and receive approval for any Riders or Endorsements for use with this Policy at a future date, we may display the applicable Rider or Endorsement in this section for new issues of the Policy.</p>
<p>All other bracketed items are John Doe information.</p>		

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
Individual Single Premium Immediate Fixed Annuity Policy
Form Number: 212- P101**

The following comments describe the nature and scope of the variable material denoted with brackets on the Policy's Front and Back Cover and the Policy Data Page. The "Bracketed Information" typically corresponds to the headings found on the Policy Covers and Policy Data Page. When applicable, ranges and/or alternate text are provided. The actual Policy Data Page a policy owner receives will reflect only the information based on the Applicant'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 & Data Page	This section will reflect the applicable information for each Policy issued. NYLIAC may choose not to reflect this information on the cover page since it is also reflected in the Policy Data Page.
Executive Office/Home Office Addresses	Front/Back Cover Page & Data Page	To allow for flexibility in changing this information should NYLIAC's Executive or Home Office location change.
NYLIAC Officer 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 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.
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 range of plan options we may offer are: <ul style="list-style-type: none"> • Non-Qualified • Traditional IRA • Inherited IRA • ROTH IRA • Inherited Roth IRA <p>NYLIAC may offer one or more of these plans within this range at one time.</p>
Single Premium	Policy Data Page	To allow for the flexibility of changing the premium amount used to purchase the Policy. The minimum single premium payment the Corporation will accept is \$10,000. The Premium payment range is between and including \$5,000 – \$20,000,000.
Annuity Income Payment Option	Policy Data Page	To allow for the flexibility of displaying the Annuity Income Payment option selected by the applicant at the time of purchase of this annuity. This includes the benefit language, dollar amount, payment frequency (Payment Mode) and, if applicable, the period certain and death benefit percentage.

Payment Mode: To allow for flexibility of changing the availability of payment modes. The range of payment modes NYLIAC may make available are: monthly, quarterly, semi-annual or annual. NYLIAC may offer one or more of these modes within this range at one time.

Reduction of income on joint-life plans: Reduction of income is available for all but the Life with Cash Refund and Life with Installment Refund options. The available percentages are between and including 40% and 99%. Reduction of Income information that corresponds with the Annuity Income Payment option chosen is included in the text entries below.

Benefit Language

The following text entries and corresponding benefit description will display on the Policy Data Page based on the Annuity Income Payment option chosen:

For Life Only Annuity

- **Single Life Annuity**
[\$XXXX] [mode], payable only while the Annuitant is living.
- **Joint Life and 100% Survivor Annuity**
[\$XXXX] [mode], payable while either Annuitant is living. Annuity Income Payments will cease upon the death of the last surviving Annuitant.
- **Joint Life and [XX%] Survivor Annuity (Reduction of Income)**
[\$XXXX] [mode], payable while both Annuitants are living. [\$XXX] [mode], payable after the death of either Annuitant. Annuity Income Payments will cease upon the death of the last surviving Annuitant.

For Life with Cash Refund

- **Single Life Annuity with Cash Refund**
[\$XXXX] [mode], payable while the Annuitant is living.

If the Annuitant dies before the sum of the Annuity Income Payments received equals the premium paid, the difference will be paid in one sum to the Beneficiary(ies).

If the Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies).
- **Joint Life and 100% Survivor Annuity with Cash Refund**
[\$XXXX] [mode], payable while either Annuitant is living.

If both Annuitants die before the sum of the Annuity Income Payments received equals the premium paid, the difference will be paid in one sum to the Beneficiary(ies).

If the last surviving Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies).

For Life with Period Certain

For the Life with Period Certain option, Years and Months are the periods for which Annuity Income Payments are guaranteed and will vary based on what NYLIAC makes available and what the Applicant elects.

Guaranteed Period (Period Certain): The range for the guaranteed periods is any whole number between and including 1 and 50 years and any number of months between and including 1 and 11. NYLIAC may offer one or more years and/or months within this range at one time.

- **Single Life Annuity with [XX] Years [XX] Months Period Certain**
[\$XXXX] [mode], payable while the Annuitant is living or for [XX] Years and [XX] Months, whichever is later.

If the Annuitant dies before the guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period. If the Annuitant dies after the guaranteed period ends, Annuity Income Payments will cease, and no amount is payable to the Beneficiary(ies).

Upon the death of the Annuitant(s), if any remaining guaranteed Annuity Income Payments are paid in one sum to a Beneficiary, the present value of those payments will be calculated based on the following schedule of discount rates:

Annuity Income Payments Payable in Policy Years [1 through 5]	[XX.XX]%
Annuity Income Payments Payable in Policy Years [6 through 10]	[XX.XX]%
Annuity Income Payments Payable in Policy Years [11 through 20]	[XX.XX]%
Annuity Income Payments Payable in Policy Years [21 through 30]	[XX.XX]%

- **Joint Life and 100% Survivor Annuity with [XX] Years [XX] Months Period Certain**
[\$XXXX] [mode], payable while either Annuitant is living or for [XX] Years and [XX] Months, whichever is later.

If the last surviving Annuitant dies before the guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period. If the last surviving Annuitant dies after the guaranteed period ends, Annuity Income Payments will cease, and no amount is payable to the Beneficiary(ies).

Upon the death of the Annuitant(s), if any remaining guaranteed Annuity Income Payments are paid in one sum to a Beneficiary, the present value of those payments will be calculated based on the following schedule of discount rates:

Annuity Income Payments Payable in Policy Years [1 through 5] [XX.XX]%
Annuity Income Payments Payable in Policy Years [6 through 10] [XX.XX]%
Annuity Income Payments Payable in Policy Years [11 through 20] [XX.XX]%
Annuity Income Payments Payable in Policy Years [21 through 30] [XX.XX]%

- **Joint Life and [XX%] Survivor Annuity With [XX] Years and [XX] Months Period Certain (Reduction of Income)**

[\$XXXX] [mode], payable while both Annuitants are living or for [XX] Years and [XX] Months, whichever is later. [\$XXX] [mode], payable after [XX] Years [XX] Months or after the death of either Annuitant, whichever is later.

If the last surviving Annuitant dies before the guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period. If the last surviving Annuitant dies after the guaranteed period ends, Annuity Income Payments will cease and no amount is payable to the Beneficiary(ies).

Upon the death of the Annuitant(s), if any remaining guaranteed Annuity Income Payments are paid in one sum to a Beneficiary, the present value of those payments will be calculated based on the following schedule of discount rates:

Annuity Income Payments Payable in Policy Years [1 through 5] [XX.XX]%
Annuity Income Payments Payable in Policy Years [6 through 10] [XX.XX]%
Annuity Income Payments Payable in Policy Years [11 through 20] [XX.XX]%
Annuity Income Payments Payable in Policy Years [21 through 30] [XX.XX]%

For Life With Installment Refund

- **Single Life Annuity with Installment Refund**

[\$1,390.00] [mode], payable while the Annuitant is living.

If the Annuitant dies before the sum of the Annuity Income Payments received equals the premium paid, the Annuity Income Payments will continue at the scheduled frequency, payable to the Beneficiary, until the total payments equal the premium paid.

If the Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies).

Upon the death of the Annuitant(s), if any remaining guaranteed Annuity Income Payments are paid in one sum to a Beneficiary, the present value of those payments will be calculated based on the following schedule of discount rates:

Annuity Income Payments Payable in Policy Years [1 through 5] [XX.XX]%
Annuity Income Payments Payable in Policy Years [6 through 10] [XX.XX]%
Annuity Income Payments Payable in Policy Years [11 through 20] [XX.XX]%
Annuity Income Payments Payable in Policy Years [21 through 30] [XX.XX]%

		<ul style="list-style-type: none"> Joint Life and 100% Survivor Annuity with Installment Refund \$[1,250] [mode], payable while either Annuitant is living. If both Annuitants die before the sum of the Annuity Income Payments received equals the premium paid, the Annuity Income Payments will continue at the scheduled frequency payable to the Beneficiary, until the total payments equal the premium paid. If the last surviving Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies). Upon the death of the Annuitant(s), if any remaining guaranteed Annuity Income Payments are paid in one sum to a Beneficiary, the present value of those payments will be calculated based on the following schedule of discount rates: Annuity Income Payments Payable in Policy Years [1 through 5] [XX.XX]% Annuity Income Payments Payable in Policy Years [6 through 10] [XX.XX]% Annuity Income Payments Payable in Policy Years [11 through 20] [XX.XX]% Annuity Income Payments Payable in Policy Years [21 through 30] [XX.XX]% <p><u>For Life Annuity With Percent of Premium Death Benefit</u> Available percentages for death benefit with both single and joint life options are 25% and 50% of Premium Paid.</p> <ul style="list-style-type: none"> Single Life Annuity With Percent of Premium Death Benefit [\$XXXX] [mode], payable only while the Annuitant is living. Death Benefit: [\$XXXX] ([XX%] of the Premium Paid), payable to the Beneficiary upon the death of the Annuitant. Joint Life and 100% Survivor Annuity With Percent of Premium Death Benefit [\$XXXX] [mode], payable while either Annuitant is living. Annuity Income Payments will cease upon the death of the last surviving Annuitant. Death Benefit: [\$XXXX] ([XX%] of the Premium Paid), payable to the Beneficiary upon the death of the last surviving Annuitant. Joint Life and [XX%] Survivor Annuity With Percent of Premium Death Benefit (Reduction of Income) [\$XXXX] [mode], payable while both Annuitants are living. [\$XXX] [mode], payable after the death of either Annuitant. Annuity Income Payments will cease upon the death of the last surviving Annuitant.
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		<p>Death Benefit: [\$XXXX] ([XX%] of the Premium Paid), payable to the Beneficiary upon the death of the last surviving Annuitant.</p>
Death Benefit Commutation		<p>The following further clarifies the death benefit commutation language shown above under each applicable Annuity Income Payment Option.</p> <p>The applicable Annuity Income Payments options are Life with Period Certain and Life With Installment Refund.</p> <p>Interest rates shown are those used to calculate the present values of any remaining guaranteed Annuity Income Payments upon death. The rate is typically the rate(s) at issue plus one percent (1%). Only those Policy years and corresponding rates applicable to the issued Policy will display.</p> <p>Interest rate durations under the schedule of interest rates used to calculate the present value of any remaining guaranteed Annuity Income Payments upon death may change and are bracketed to allow for flexibility in modifying such durations.</p>
Annual Increase Option	Policy Data Page	<p>To allow for the flexibility of displaying this information when the Annual Increase Option is offered by NYLIAC and elected by the applicant at time of purchase of this annuity. The percentage range for this option is any whole number between and including 1% and 20%. NYLIAC may offer one or more percentages within this range at one time.</p>
Changing Needs Rider Option Selected	Policy Data Page	<p>To allow for the flexibility of displaying this information when the Changing Needs Rider Option is elected by the Applicant at time of purchase of this annuity.</p>
Income Enhancement Option Rider Selected	Policy Data Page	<p>To allow for the flexibility of displaying this information when the Income Enhancement Option Rider is elected by the Applicant at time of purchase of this annuity.</p> <p>The interest rates for the beginning index and ending index will print in this section. These rates are calculated based on the interest rate index described in the rider. If the Federal Reserve terminates this index at some future date, we will select an appropriate replacement index based on industry standards at the time of the change.</p> <p>When this benefit option is elected, the last sentence of this rider description will be different dependent on the Annuity Income Option elected, as follows:</p> <p>Life with Period Certain, Life with Cash Refund and Life with Installment Refund: the phrase "remainder of the Guaranteed Period" will display.</p> <p>Life Only and Life with Percent of Premium Death Benefit: the phrase "duration of the Policy" and reference to the 30% Withdrawal Rider will display.</p>

<p>Withdrawal Rider Title And Associated Parenthetical Language</p>	<p>Policy Data Page</p>	<p>To allow for the flexibility of displaying the title of the appropriate Withdrawal Rider on the Policy Data Page based the plan type and annuity benefit chosen.</p> <p>If the 30% Withdrawal Rider is included in the policy, the following will display:</p> <p>[30% WITHDRAWAL RIDER (See next page for rider information)]</p> <p>If the Withdrawal Rider that allows commutation of up to 100% of the guaranteed Annuity Income Payments is included in the policy, the following will display:</p> <p>[WITHDRAWAL RIDER (See next page for rider information)]</p>
<p>Withdrawal Rider Information</p>	<p>Policy Data Page</p>	<p>To allow for the flexibility of displaying the Withdrawal Rider benefit information that corresponds with the applicable rider included in the policy based on the following criteria:</p> <p><u>30% Withdrawal Rider</u> The 30% Withdrawal Benefit Rider information will display with the following Annuity Income Benefit options and plan types as follows:</p> <ul style="list-style-type: none"> • Life Annuity – qualified & non-qualified plans. • Life with Cash Refund, Life with Period Certain, and Life with Installment Refund - qualified plans only. • Life With Percent Of Premium Death Benefit – non-qualified plans only. <p>Exception for Roth Plans where qualified plans are allowed: the 30% Withdrawal Rider is available only with single life plans.</p> <p>Available Withdrawal Effective Dates: This section will display the dates that represent the 5th, 10th and 15th anniversary of the Annuity Commencement Date.</p> <p>Life Expectancy: This section will display the life expectancy in years and months of the corresponding Annuitant and, if applicable, joint Annuitant.</p> <p>Rider Exercisability Limitations: - The statement “(not applicable with Inherited Individual Retirement Annuity and Inherited Roth Individual Retirement Annuity Qualified Plans)” will appear in single life policies only.</p> <p><u>Withdrawal Benefit Rider (up to 100%)</u> The Withdrawal Benefit Rider (up to 100%) Information will display with the following Annuity Income Benefit options and plan types as follows:</p> <p>Life with Cash Refund, Life with Period Certain, and Life with Installment Refund - non-qualified and single life Roth IRA plans only.</p>

		<p>Guaranteed Period on the Policy Date: This will display the number of years and months that correlate with the number of years and months indicated in the Annuity Income Payment section of the Policy Data Page.</p> <p><u>Applicable to both the 30% Withdrawal Rider and the Withdrawal Rider (up to 100%)</u> Interest rates for discounting payments: Only the Policy year range(s) and associated discount rate(s) applicable to the issued Policy will display. The discount rates shown are determined using the rate(s) at issue plus 1%. The Interest Rate Change Adjustment will further adjust these rates.</p> <p>Interest rate durations under the schedule of interest rates used to discount payments under the Withdrawal Benefit may change and are bracketed to allow for flexibility in modifying such durations.</p>
<p>Riders And Endorsements Attached To This Policy On The Policy Date</p>	<p>Policy Data Page</p>	<p>To allow for flexibility should the Corporation choose to list Riders that may be attached to each issued policy. The Corporation may also reflect any applicable Policy endorsements attached at Policy issue. As such, we will include the optional text “AND ENDORSEMENTS”. Should the Corporation file and receive approval for any Riders or Endorsements for use with this Policy at a future date, we may display the applicable Rider or Endorsement in this section for new issues of the Policy.</p>
<p>All other bracketed items are John Doe information.</p>		