

# New York Life Guaranteed Lifetime Income Annuity II and

# New York Life Guaranteed Period Income Annuity II

**Application Kit - California**

GLIGPI-NOCAPP-823CA



Annuities are issued by New York Life Insurance and Annuity Corporation ("NYLIAC"), a Delaware Corporation.  
NYLIAC is a wholly owned subsidiary of New York Life Insurance Company.

<b>ANNUITIES</b>	Not FDIC/NCUA Insured	Not a Deposit	May Lose Value	Have No Bank Guarantee	Not Insured by Any Government Agency
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# INSTRUCTIONS

The illustration must be included with your paperwork in order to qualify for Quote Lock.

## 1. PRODUCT SELECTION

Choose **ONE** annuity product.

## 2. ANNUITY PLAN TYPE

Select **ONE** Plan Type. Inherited Non-Qualified, Inherited IRA and Inherited Roth IRA are not available for Joint Life Policies.

## 3. ANNUITY PREMIUM PAYMENT AMOUNT

The minimum premium amount is \$10,000. No additional premium payments may be made once the policy has been issued.

For policies of \$1 million or more – complete form number ANN18824 which must be approved by an officer of NYLIAC prior to submitting the application.

## 4. OWNER

For an IRA plan type, the IRA Owner and the Primary Annuitant must be the same. The Owner is responsible for any income tax. For Joint Ownership, see Section 5.

### Successor Owner

For Non-Qualified Plan Type (but not Inherited Non-Qualified), if the Owner and Annuitant are different, a Successor Owner may be named to become the new Owner if the Owner dies while an Annuitant is living. Use Section 16 to name a different Successor Owner (give full name, Social Security or Tax I.D. number) or check the box to name the Annuitant as Successor Owner. If you do not name a Successor Owner, the Owner's estate will be the default successor Owner.

For Non-Qualified policies, if you do not designate a Successor Owner, the Owner's Estate becomes the new owner of the Policy when the Owner (last surviving Owner for Joint Owner policies) dies while an Annuitant is living.

Note: If issued as a Qualified Plan, with a Joint Annuitant, the Joint Annuitant, if living, will be the Successor Owner at the death of the IRA Owner.

Use the below chart to select the correct Tax Certification form. Tax Certification forms are required to be submitted prior to the contract being issued.

Owner Type	W-9	W-8BEN	W-8BEN-E	Other W8 Forms
Non US Citizen w/o Resident Alien US Tax Status	N/A	Yes	N/A	Yes
US Entity	Yes	N/A	N/A	N/A

### Other W-8 Forms:

**Individual Owners (Non US Citizen and does not have a Resident Alien US Tax Status e.g. Green Card):** - use W-8BEN Form except in the following circumstances:

Form W-8ECI – The Owner is claiming that income is effectively connected with the conduct of trade or business within the US (other than personal services).

Form 8233 or Form W-4 – The Owner is a beneficial owner that is receiving compensation for personal services performed in the US.

Form W-8IMY – The Owner is acting as an intermediary.

**Entity Owner (Non US Entity)** – use W-8BEN-E form except in the following circumstances:

Form W-8ECI – The Owner is claiming that income is effectively connected with the conduct of trade or business within the US (other than personal services).

Form 8233 or Form W-4 – The Owner is a beneficial owner that is receiving compensation for personal services performed in the US.

Form W-8IMY – The Owner is acting as an intermediary.

Form W-8EXP – if the entity is a foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a US possession receiving a withhold-able payment or receiving a payment subject to chapter 3 withholding.

## 5. JOINT OWNER

Joint Ownership is available for Non-Qualified Plan Type **ONLY** (but not Inherited Non-Qualified). Please provide information on the Joint Owner.

## 6. ANNUITANT

Generally, the Owner will be the Annuitant. Complete this section if the Annuitant is not the Owner or Joint Owner.

## 7. JOINT ANNUITANT

Complete this section only if applying for a Joint Life Policy for the Guaranteed Lifetime Income Annuity II and the Joint Annuitant is not the Owner or Joint Owner. For Roth IRA, Joint Annuitants must be spouses. Not available for Inherited Non-Qualified, Inherited IRA and Inherited Roth IRA Plan Types.

## 8. PAYEE(S)

The Payee is the individual or legal entity designated to receive the payments. Generally, the Payee will be the Owner. Please note that the Owner is responsible for any income taxes. The Owner may change the Payee at any time.

## 9. BENEFICIARY DESIGNATION

**Do not complete this section if the Life Only Annuity Income Payment Option is selected.** For all other income payment options, provide name, relationship to the Owner, date of birth, social security number or tax identification number, and the percentage to be paid to each Beneficiary listed. Use Section 16 to provide email address(es) for the Beneficiary(ies). If the Owner is a Trust, the Primary Beneficiary must be the Trust.

If multiple Primary Beneficiaries are named and one or more of those Beneficiaries does not survive the Owner(s), that Beneficiary's interest is terminated and his/her percentage will be divided proportionately among the remaining Primary Beneficiaries. The same holds true for Contingent Beneficiaries. **To avoid this you can designate "Per Stirpes" next to each applicable Beneficiary's name.** Per Stirpes allows for each Beneficiary's heirs to receive his/her percentage of any remaining death benefit.

## 10. DEATH BENEFIT COMMUTATION

If the Life with Installment Refund, Life with Period Certain or Guaranteed Period Income Annuity II is selected, the Beneficiary may be given permission to receive, in one sum, the present value of any Annuity Income Payment(s) remaining after the Annuitant's death. To make this selection, check the box as indicated.

## 11. REPLACEMENT INFORMATION

Indicate in this section if the Owner has any existing life insurance or annuity policies or if this policy will replace an existing life or annuity policy. **Both replacement questions must be answered.** For Section 1035 Exchanges or 72(h) transactions of Non-Qualified Plan Type, provide the cost basis, check the box marked 1035 Exchange, and complete the 1035 Exchange Form, ANN43263F. For Qualified Plan Types, complete the Qualified Transfer/Direct Rollover Form, ANN43009FNS. Follow state replacement regulations and attach any required forms.

## 12. ANNUITY INCOME PAYMENT INFORMATION

**A payment mode must be chosen. Select either Monthly, Quarterly, Semi-Annually or Annually.** To use Direct Deposit for your income payments, complete the Direct Deposit Authorization Form, ANN43108I. Payments will begin one payment period after the Policy Date, unless otherwise indicated. 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.

**Important** - The Annuity Commencement Date selected will be, when the processing occurs. Because of NYLIAC's payment processing requirements and, if applicable, the banks processing requirements (in the case of Electronic Funds Transfer (EFT)), you may receive the initial and subsequent Annuity Income Payments later than the scheduled payment date you selected. An Annuity Income Payment scheduled for the 29th, 30th or 31st will be set to the 28th of the month.

### 13. REDUCTION OF INCOME FOR JOINT ANNUITANT POLICIES

**Not available with the Guaranteed Period Income Annuity II. Reduction of Income is only available for the Life Only, Life with Premium Death Benefit and Life with Period Certain Annuity Income options.** For Qualified Plan Types with Primary and Secondary Joint Life Policies, the Owner can choose a Joint Life Policy with income payments reduced to 40% - 99% of the income amount following the death of the Primary Annuitant. *The payment reduction will only occur if the Primary Annuitant dies while the Secondary Annuitant is still living.* If the Secondary Annuitant should pre-decease the Primary Annuitant, 100% of the Annuity Income Payments will continue to the Payee(s) as long as the Primary Annuitant is still living.

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

For Non-Qualified Plan Type (but not Inherited Non-Qualified), the Owner can choose a Joint Life Policy with income payments reduced to 40%–99% of the income amount following the death of *either* annuitant.

**Note: For Life with Period Certain Policies, any reduction of income applies after the end of the Period Certain, if the Policy is still in effect.**

#### IRS Restriction on Qualified Joint Life Policies Involving a Non-Spouse Annuitant

1. The IRS limits the percentage of income that a non-spouse survivor may receive upon the death of the IRA owner. Use the following worksheet and table to determine the maximum percentage of income that a non-spouse survivor can receive.
2. For Primary and Secondary Joint Life Policies, if the Joint (Secondary) Annuitant should pre-decease the Primary Annuitant, 100% of the annuity income payments will continue as long as the Primary Annuitant is still living. If the Primary Annuitant should pre-decease the Secondary Annuitant, the annuity income payments will be reduced as long as the Secondary Annuitant is still living.

#### Maximum Allowable Survivor Percentage Worksheet

- |   |           |   |           |
|---|-----------|---|-----------|
| Step 1: Enter the year of the first payment:                  | (A) _____ | Step 6: Subtract (E) from (D):  | (F) _____ |
| Step 2: Enter the IRA Owner's year of birth:                  | (B) _____ | Step 7: 70 – (D)  |           |
| Step 3: Enter the non-spouse Joint Annuitant's year of birth: | (C) _____ | If less than or equal to 0, enter 0   |           |
| Step 4: Subtract (B) from (A):                                | (D) _____ | If greater than 0, enter the result:  | (G) _____ |
| Step 5: Subtract (C) from (A):                                | (E) _____ | Step 8: Subtract (G) from (F)   | (H) _____ |
|   |           | Step 9: Look up (H) on the table to find the Maximum Allowable Survivor Percentage: | (I) _____ |

Excess of IRA Owner's Age Over Joint Annuitant's Age	Maximum Allowable Survivor Percentage
0-10	100%
11	96%
12	93%
13	90%
14	87%
15	84%
16	82%
17	79%
18	77%
19	75%
20	73%
21	72%
22	70%
23	68%
24	67%
25	66%
26	64%
27	63%

Excess of IRA Owner's Age Over Joint Annuitant's Age	Maximum Allowable Survivor Percentage
28	62%
29	61%
30	60%
31	59%
32	59%
33	58%
34	57%
35	56%
36	56%
37	55%
38	55%
39	54%
40	54%
41	53%
42	53%
43	53%
44 and greater	52%

## 14 . ANNUITY PRODUCT OPTIONS

Please read the payout options carefully and complete either Part A for the Guaranteed Lifetime Income Annuity II or Part B for the Guaranteed Period Income Annuity II. Choose one Annuity Income Payment Option in Part A or enter the applicable information in Part B. The Percent of Premium Death Benefit payout option is not available on qualified plan types. For the Guaranteed Period Income Annuity II, the Owner can choose a benefit period from a minimum of 5 full years to a maximum of 30 full years and any combination of years and months as long as the period selected agrees with the mode of payments selected. For example, with an annual mode, the benefit period could not be 15 years/10 months. This Guaranteed Period is acceptable only with a monthly mode of payment. There are no lifetime guarantees for the Guaranteed Period Income Annuity II.

### QUALIFIED PLANS ONLY IRS RESTRICTIONS ON POLICIES WITH GUARANTEED PERIOD

For tax-qualified plans, any Guaranteed Period elected must not exceed the IRA Owner/Annuitant's life expectancy in accordance with the Uniform Lifetime Table issued by the Internal Revenue Service. Per IRS Regulations, the **Maximum Guaranteed Period** you may choose is defined in the following chart:

Maximum Allowable Guaranteed Periods Per IRS Tables Based on IRA Owner's Age			
Age	Single Life & Joint Life Maximum Guaranteed Period	Age	Single Life & Joint Life Maximum Guaranteed Period
Age 18 to Age 69	30 yrs	80	20 yrs
70	29 yrs	81	19 yrs
71	28 yrs	82	18 yrs
72	27 yrs	83	17 yrs
73	26 yrs	84 – 85	16 yrs
74	25 yrs	86	15 yrs
75	24 yrs	87	14 yrs
76	23 yrs	88	13 yrs
77 – 78	22 yrs	89	12 yrs
79	21 yrs		

**Please note: the length of Maximum Guaranteed Period shown above may not be available to you depending on the aggregate premium in relation to your financial Net Worth and/or other IRS guidelines. For Joint-Life Policy with Guaranteed Period, the reduction, if applicable, applies after the end of the guaranteed period if the policy is in effect.**

### NON-QUALIFIED PLANS RESTRICTIONS ON POLICIES WITH GUARANTEED PERIOD (Guaranteed Lifetime Income Annuity II policies only)

For non-qualified plans, any Guaranteed Period elected must not exceed the younger Annuitant(s) life expectancy in accordance with the above chart.

## 15. OPTIONAL FEATURES

Only **ONE** option may be selected and can only be elected at time of application. **The Owner must be age 59½ or older at the time of the first income payment.**

**Annual Increase Option** – The income payments will increase each year to help offset the effects of inflation.

**Income Enhancement Option for the Guaranteed Lifetime Income Annuity II** – Provides the opportunity to potentially receive a higher guaranteed income beginning on the first scheduled payment after the fifth policy anniversary. The maximum age to purchase this option is age 75. For Joint Life Policies the younger annuitant must be age 75 or younger.

**Changing Needs Option for the Guaranteed Lifetime Income Annuity II** – Provides a one-time increase or decrease in income payments. This option is available for Non-Qualified Plan Type with Single Life and Joint Life Policies. The exact date and percentages must be specified at issue. The maximum age to purchase the Changing Needs Option is age 80. For Joint Life Policies, the younger annuitant must be age 80 or younger, and the Income Change Date must occur by the age of 90 of the younger annuitant. If this option is chosen, the percentage increase or decrease (whichever is applicable) and the Income Adjustment Date must be properly completed on the application. For Joint Life Policies, this option is not available if the Reduction of Income to Survivor option is selected.

Note: The Income Enhancement Option and Changing Needs Option are available for Non-Qualified Plan Type ONLY (but not Inherited Non-Qualified). They are Not Available with the Guaranteed Period Income Annuity II or if Reduction of Income for Joint Life Policies was selected.

## 16. ADDITIONAL INFORMATION

Use this space to furnish any additional information. Remember to refer back to the original section number.

## 17. FRAUD AND DISCLOSURE STATEMENT

This is for disclosure purposes. Please read this section carefully.

## 18. SIGNATURES, ACKNOWLEDGEMENTS AND TAX CERTIFICATION

The Owner, Joint Owner (if applicable), Annuitant (if other than Owner or Joint Owner) and Joint Annuitant (if applicable) must sign. **Owner Tax Certification:** If the Owner is subject to backup withholding, be sure to check the box in this section.

**Notes: Form W-4P Withholding Certificate must be attached to the application. In addition, evidence of age is required (e.g., birth certificate, driver's license). For more information regarding the withholding requirements applicable in your state, please consult your tax advisor or state tax authority.**

## PRODUCER'S STATEMENT

The Representative/Agent must complete, sign and date this section. All questions, including both replacement questions, must be answered.

If you need assistance, please contact:

**New York Life Annuities Sales Desk**  
1-888-474-7725

**Web Site**  
[www.newyorklifeannuities.com](http://www.newyorklifeannuities.com)

**Regular Mail Address**  
NYL Annuities - TPD  
Mail Code 7390  
PO Box 7247  
Philadelphia, PA 19170-7390

**Overnight/Express Mail Address**  
NYL Annuities - TPD  
400 White Clay Center Drive  
Attn: LOCKBOX # 7390  
Newark, DE 19711

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**APPLICATION For Individual Single Premium Immediate Fixed Annuity**  
**New York Life Guaranteed Lifetime Income Annuity II or Guaranteed Period Income Annuity II**  
**New York Life Insurance and Annuity Corporation (NYLIAC) (A Delaware Corporation)**

**Regular Mail Address:** NYL Annuities – TPD, Mail Code 7390, PO Box 7247, Philadelphia, PA 19170-7390

**Overnight/Express Mail Address:** NYL Annuities – TPD, 400 White Clay Center Drive, Attn: LOCKBOX # 7390, Newark, DE 19711

Please print or type

**1. PRODUCT SELECTION**


Choose **ONE** annuity product below.

**Guaranteed Lifetime Income Annuity II**

**Guaranteed Period Income Annuity II**

**2. ANNUITY PLAN TYPE**

Choose **ONE** Plan Type and complete the appropriate selection.

**Non-Qualified**  Is this a 1035 Exchange?  Yes  No

Exchange Amount

**Inherited Non-Qualified\***  \$ \_\_\_\_\_

**\*Not available for Joint Life policies**

**Traditional IRA**

Current Year Contribution      Prior Year Contribution       Transfer  Rollover

**Roth IRA (For Roth IRA, Joint Annuitants must be spouses)**  \$ \_\_\_\_\_ Year \_\_\_\_      \$ \_\_\_\_\_ Year \_\_\_\_      \$ \_\_\_\_\_ \$ \_\_\_\_\_

Transfer Amount


**Inherited IRA\***  \$ \_\_\_\_\_

**Inherited Roth IRA\***      **\*Not available for Joint Life policies**

**IMPORTANT NOTE:** If you are applying for a Guaranteed Lifetime Income Annuity, you must be an eligible designated Beneficiary (“EDB”) of the deceased IRA owner or retirement plan participant. EDBs are spouses, children under the age of majority, disabled or chronically ill individuals, as determined by the Internal Revenue Code (“IRC”), (including certain trusts for the disabled or chronically ill), or individuals who are not more than 10 years younger than you.

**NOTE:** If this is a Traditional IRA or Roth IRA transfer/rollover, submit Qualified Transfer/Direct Rollover Form. If this is an Inherited IRA or an Inherited Roth IRA transfer, submit Inherited IRA Information/Transfer Form. If this is an Inherited Non-Qualified exchange, submit Inherited Non-Qualified Exchange Form.

**3. ANNUITY PREMIUM PAYMENT AMOUNT**

**Premium Payment Amount** \$ \_\_\_\_\_  If paying by check directly to New York Life, make payable to NYLIAC. Indicate total estimated amount including cash with application and anticipated transfer/exchange amounts.

**4. OWNER**

First Name or Trust/Corporation Name	Middle	Last Name	Suffix
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**Mailing Address**

Street or P.O. Box	City	State	Zip Code
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**Residence Address (if different from mailing address)**

Street	City	State	Zip Code
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Date of Birth (mm/dd/yyyy)	Social Security/Tax I.D. Number	<input type="checkbox"/> Male <input type="checkbox"/> Female
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Country of Citizenship <input type="checkbox"/> U.S. <input type="checkbox"/> Other, Country Name:	If you checked “Other” under Country of Citizenship, are you a U.S. Resident Alien? <input type="checkbox"/> Yes <input type="checkbox"/> No
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Telephone Number <input type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Business	Email Address	Relationship to Annuitant <input type="checkbox"/> Self <input type="checkbox"/> Spouse <input type="checkbox"/> Other:
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**SUCCESSOR OWNER****NON-QUALIFIED PLAN (but not Inherited Non-Qualified):**

**Single-Life Policies:** If the Owner and Annuitant named in Section 6 are different, a Successor Owner may be named to become the new Owner if the Owner dies while an Annuitant is living.

**Joint-Life Policies:** You may name the Joint Annuitant in Section 7 as the Successor Owner if the Owner dies while the Joint Annuitant is living.

If you do not name a Successor Owner, the Owner's estate is the default Successor Owner.

Check applicable box:

- Annuitant** (if different from Owner) named in Section 6  
 **Joint Annuitant** named in Section 7  
 **Other** (use Section 16 to provide required information, see instructions for details).

For jointly-owned policies, the Successor Owner becomes the new Owner at the death of the last surviving Owner.

**QUALIFIED PLANS:** For Joint Life policies, the Joint Annuitant is the Successor Owner.

**5. JOINT OWNER**

Available for Non-Qualified Plan Type **ONLY** (but not Inherited Non-Qualified). Unless specified in Section 16, ownership will be joint with right of survivorship.

First Name	Middle	Last Name	Suffix
<b>Mailing Address</b>			
Street or P.O. Box	City	State	Zip Code
<b>Residence Address (if different from mailing address)</b>			
Street	City	State	Zip Code
Date of Birth (mm/dd/yyyy)	Social Security/Tax I.D. Number	<input type="checkbox"/> Male <input type="checkbox"/> Female	
Country of Citizenship <input type="checkbox"/> U.S. <input type="checkbox"/> Other, Country Name:	Relationship to Owner <input type="checkbox"/> Spouse <input type="checkbox"/> Other:		
Telephone Number <input type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Business	Email Address		

**6. ANNUITANT**

Complete this section if the Annuitant is not the Owner or Joint Owner.

First Name	Middle	Last Name	Suffix
<b>Residence Address (Required)</b>			
Street	City	State	Zip Code
Date of Birth (mm/dd/yyyy)	Social Security Number	<input type="checkbox"/> Male <input type="checkbox"/> Female	
Country of Citizenship <input type="checkbox"/> U.S. <input type="checkbox"/> Other, Country Name:	Telephone Number <input type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Business	Email Address	

## 7. JOINT ANNUITANT

Complete this section for Joint Guaranteed Lifetime Income Annuity II ONLY if the Joint Annuitant is not the Owner or Joint Owner.

**For Roth IRA, Joint Annuitants must be spouses.**

If same as Owner, check here . If same as Joint Owner, check here . Otherwise complete below. **Not available for Inherited Non-Qualified, Inherited IRA and Inherited Roth IRA Plan Types.**

First Name	Middle	Last Name	Suffix
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### Residence Address (Required)

Street	City	State	Zip Code
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Date of Birth (mm/dd/yyyy) <b>Proof of Age Required</b>	Social Security Number	<input type="checkbox"/> Male <input type="checkbox"/> Female
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Country of Citizenship: <input type="checkbox"/> U.S. <input type="checkbox"/> Other, Country Name:	Telephone Number <input type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Business
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Email Address	Relationship to Annuitant <input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse
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### FOR TRADITIONAL IRA PLAN TYPES WITH A NON-SPOUSAL JOINT ANNUITANT:

**Joint Annuitant is required to be no more than 10 years younger than the IRA owner, disabled, or chronically ill.**

Are you chronically ill or disabled as defined by the IRC?  Yes  No

If yes, and you are more than ten (10) years younger than the owner, please be advised that you must provide evidence of your chronic illness or disability at the time of the owner's death in order to receive lifetime income payments under this policy.

## 8. PAYEE(S)

Recipient(s) of Annuity Income Payments. **Enter a Percentage Distribution for the Payee.** If same as Owner, check here . If same as Joint Owner, check here . If same as Annuitant, check here . If same as Joint Annuitant, check here . Otherwise, complete below.

Percentage: \_\_\_\_\_% **(Enter a percentage distribution for Payee.)**

**NOTE:** If more than one Payee, list information for each additional Payee in Section 16 including the 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%.**

First Name	Middle	Last Name	Suffix
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### Mailing Address (Required)

Street or P.O. Box	City	State	Zip Code
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Social Security Number/Tax I.D. Number	Country of Citizenship <input type="checkbox"/> U.S. <input type="checkbox"/> Other, Country Name:
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Telephone Number <input type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Business	Email Address
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## 9. BENEFICIARY DESIGNATION

Leave blank for Life Only Annuity Income Payment Option. **Note:** Primary and Contingent Beneficiary designations must each total 100%. If percentage(s) are not provided, the benefits will be divided equally. For a per stirpes Beneficiary designation, write "Per Stirpes" next to each applicable Beneficiary's name. Use Section 16 to enter additional Beneficiary information. Refer to the application instructions for further details.

**For Traditional and Roth IRA Plan Types:** Please note that available death benefit payout options differ depending on whether your designated Beneficiary is **eligible** or **non-eligible** (determined as of the date of your death) under the IRC. Eligible designated Beneficiaries ("EDBs") are spouses, children under the age of majority, disabled or chronically ill individuals, as determined by the IRC, (including certain trusts for the disabled or chronically ill), or individuals who are not more than 10 years younger than you. All other individual Beneficiaries are non-eligible, and all proceeds must be distributed to them by the end of the 10<sup>th</sup> year following the year of your death (or the death of both you and the joint annuitant, if applicable) regardless of whether the policy has guaranteed payments in excess of 10 years. This may result in receiving, in one sum, the commuted value of guaranteed payments in excess of 10 years.

**For Inherited IRA and Inherited Roth IRA Plan Types:** After your death, your Beneficiaries may be limited to a distribution period that does not exceed 10 years from the end of the year following the year of death of the original IRA owner or retirement plan participant.

<b>PRIMARY</b> Beneficiary's Full Name/Entity Name	Date of Birth (mm/dd/yyyy)	Social Security/ Tax I.D. Number	Percentage %
Address: Street		City	State Zip Code
Email Address	Telephone Number	Relationship to Owner	
<input type="checkbox"/> <b>PRIMARY</b> or <input type="checkbox"/> <b>CONTINGENT</b> Beneficiary's Full Name/Entity Name	Date of Birth (mm/dd/yyyy)	Social Security/ Tax I.D. Number	Percentage %
Address: Street		City	State Zip Code
Email Address	Telephone Number	Relationship to Owner	
<input type="checkbox"/> <b>PRIMARY</b> or <input type="checkbox"/> <b>CONTINGENT</b> Beneficiary's Full Name/Entity Name	Date of Birth (mm/dd/yyyy)	Social Security/ Tax I.D. Number	Percentage %
Address: Street		City	State Zip Code
Email Address	Telephone Number	Relationship to Owner	
<input type="checkbox"/> <b>PRIMARY</b> or <input type="checkbox"/> <b>CONTINGENT</b> Beneficiary's Full Name/Entity Name	Date of Birth (mm/dd/yyyy)	Social Security/ Tax I.D. Number	Percentage %
Address: Street		City	State Zip Code
Email Address	Telephone Number	Relationship to Owner	

### 10. DEATH BENEFIT COMMUTATION

Available only for Life With Installment Refund, Life With Period Certain or Guaranteed Period Income Annuity II.

**By checking here, you 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 present value of the remaining Annuity Income Payments is always less than the total of those Annuity Income Payments, because you receive the present value in a lump sum and sooner than the remaining Annuity Income Payments would have been made. The Owner may change this selection.**

Regardless of your election, for Traditional, Roth, and Inherited IRA Plan types, commutation of remaining guaranteed payments may be required in order to comply with IRC requirements that limit the distribution period to no more than 10 years for certain Beneficiaries.

### 11. REPLACEMENT INFORMATION

If "Yes" to A or B, provide policy information below. Use Section 16 to include information if more than two policies are being replaced.

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

### 12. ANNUITY INCOME PAYMENT INFORMATION

Payments must begin within **one** year of the Policy Date. **Important Note:** Because of NYLIAC's payment processing requirements and, if applicable, your bank's processing requirements (in the case of Electronic Funds Transfer (EFT)), you may receive your initial and subsequent Annuity Income Payments later than the scheduled payment date you select.

**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 by providing a date below. 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 Income Payments to begin on another date specify that date: \_\_\_\_\_ (mm/dd/yyyy).

### 13. REDUCTION OF INCOME FOR JOINT ANNUITANT POLICIES

**Not available with Guaranteed Period Income Annuity II.** Payments will continue as long as one Annuitant is living. Unless a box below is checked, (or the conditions described below for non-spousal Joint Annuitants exist), there will be no reduction of income at first death (100% to Payee(s)).

**Note: Reduction of Income is only available for the Life Only, Life with Premium Death Benefit and Life with Period Certain Annuity Income options.**

**Qualified Joint Life Policies with Non-Spousal Joint Annuitant** - Generally, IRS regulations require a reduction of survivor income if the IRA Owner's Age exceeds that of a non-spousal Joint Annuitant by more than 10 years (after age adjustment, if required). The IRA Owner must be the Primary Annuitant and the reduction is applicable only upon the death of the IRA Owner. See the Instructions section for age and income adjustments using the Maximum Allowable Survivor Percentage Worksheet.

**Please select one of the following. If no selection is made, the default income is 100% to the Payee(s) subject to the limitations in the instructions above. For Life with Period Certain Policies, any reduction of income applies after the end of the Period Certain, if the Policy is still 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 (but not Inherited Non-Qualified), Roth IRA and Traditional IRA plans)**  
**(Not available for Qualified Joint Life Policies with Non-Spousal Joint Annuitant)**
- Income reduced to \_\_\_\_\_% (40% to 99%) of income to Payee(s) at death of Primary Annuitant\*  
**(Only available for Traditional IRA plan)** \*Primary Annuitant is the Annuitant named in Section 6.

### 14. ANNUITY PRODUCT OPTIONS

Choose either SINGLE or JOINT LIFE.

Complete **either** Part A (Guaranteed Lifetime Income Annuity II) **OR** Part B (Guaranteed Period Income Annuity II).

SINGLE LIFE

JOINT LIFE

**Note For Period Certain And Installment Refund Options For Traditional and Roth Qualified Plan Types:** Please note that available death benefit payout options differ depending on whether your designated Beneficiary is **eligible** or **non-eligible** (determined as of the date of your death). EDBs are spouses, children under the age of majority, disabled or chronically ill individuals, as determined by the IRC, (including certain trusts for the disabled or chronically ill), or individuals who are not more than 10 years younger than you. All other individual Beneficiaries are considered non-eligible and all proceeds must be distributed by the end of the 10<sup>th</sup> year following the year of your death (or both you and the joint annuitant, if applicable) regardless of whether the policy has guaranteed remaining payments in excess of 10 years. This may result in receiving, in one sum, the remaining guaranteed payments in excess of 10 years.

**Note For Inherited IRA and Inherited Roth IRA Plan Types:** After your death, your Beneficiaries may be limited to a distribution period that does not exceed 10 years from the end of the year following the year of death of the original IRA owner or retirement plan participant.

#### **PART A - GUARANTEED LIFETIME INCOME ANNUITY II OPTIONS – Choose ONE 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 continue to be paid to the Beneficiary(ies) until the Annuity Income Payments equal the premium paid; or 2) the sum of Annuity Income Payments equals or exceeds the premium, there will be no death benefit.
- LIFE WITH 25 PERCENT OF PREMIUM DEATH BENEFIT** **Only Available With Non-Qualified Plan Type (but not Inherited Non-Qualified).** – Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s). When the Annuitant(s) die(s), Annuity Income Payments cease and a death benefit equal to 25% of the premium is paid to the Beneficiary(ies) in one sum.
- LIFE WITH 50 PERCENT OF PREMIUM DEATH BENEFIT** **Only Available With Non-Qualified Plan Type (but not Inherited Non-Qualified).** – 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 PERIOD CERTAIN \_\_\_\_\_ YEARS** (Enter a number of whole years between and including 5 and 30.) – Provides Annuity Income Payments guaranteed for the longer of the Period Certain selected or the life of the Annuitant(s). If the Annuitant(s) die(s): 1) before the Period Certain ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the Period Certain; or 2) after the Period Certain ends, there will be no more payments of any kind, including a death benefit.

**PART B - GUARANTEED PERIOD INCOME ANNUITY II** – Enter the applicable information below.

**SELECT A BENEFIT PERIOD:** \_\_\_\_ Years and \_\_\_\_ Months. (Minimum 5 years; Maximum 30 years)\*

This option cannot be cancelled or modified after issue.

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

**15. OPTIONAL FEATURES**

Only **ONE** option may be selected. The options are not available if the Owner is under Age 59½ when the Annuity Income Payments begin. These options cannot be cancelled or modified after issue.

**Annual Increase Option (Inflation Adjustment)**

Payments will increase by: \_\_\_\_\_ % (Enter a whole number up to a maximum of 4%.)

**Income Enhancement Option**

**Changing Needs Option**



**Only Available With Non-Qualified Plan Type (but not Inherited Non-Qualified) and not available with the Guaranteed Period Income Annuity II or if Reduction of Income for Joint Life Policies was selected in Section 13.**



Check **one** of the boxes below and fill in and 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.**

**16. ADDITIONAL INFORMATION**

Attach a separate sheet if additional space is needed.

**17. FRAUD AND DISCLOSURE STATEMENT**

**FRAUD WARNING**

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.

## 18. SIGNATURES, ACKNOWLEDGEMENTS AND TAX CERTIFICATION

Read statements and sign below.

By signing below, I/We acknowledge and agree that: (1) All of the answers to questions and statements made in this application are true to the best of my/ our knowledge and belief. **(2) This Policy will not become effective unless it is issued while the Owner(s) and Annuitant(s) are living.** (3) Unless otherwise indicated, the Owner of this Policy is the Applicant. (4) Under penalties of perjury, the Social Security/Taxpayer Identification Numbers provided on this application are certified to be correct. (5) This Policy is irrevocable. It cannot be cancelled after the 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 14 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) I understand that electing a Period Certain or Installment Refund payout option on Qualified Plan Types may result in remaining payments having to be received, in one sum, and/or modified in order to comply with tax code requirements that require proceeds to be distributed within 10 years of either my death or the death of the original IRA owner or retirement plan participant.** (9) No Agent is authorized to accept risks, make or change this application or change any policy issued by the Company. (10) I understand that this Policy is not backed or guaranteed by any bank or insured by the FDIC.

The Owner's tax certification provided below does not apply if the Owner is not a U.S. person (including a U.S. resident alien) and has otherwise completed and executed an applicable IRS Form W-8.

### Owner Tax Certification:




Under penalties of perjury, I (as Owner named) certify:

- (1) My Social Security Number or Tax ID Number shown on this application is my correct taxpayer identification number,
- (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding; or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividend income; or (c) the IRS has notified me that I am no longer subject to backup withholding,
- (3) I am a U.S. person (includes a U.S. resident alien), and
- (4) The Foreign Account Tax Compliance Act (FATCA) code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. (Please note: if being submitted for a U.S. policy, this last certification (4) does not apply).

Check this box or cross out item 2 above if the IRS has notified you that you are subject to backup withholding.

If I am a U.S. entity, I am submitting a completed IRS Form W-9.

If I am not a U.S. citizen, U.S. resident alien or other U.S. person, I am submitting the applicable IRS Form W-8 with this form to certify my foreign status and, if applicable, claim treaty benefits.

Signed at (City/State)		DATE SIGNED	
			
▲ Applicant's Signature (Owner)		▲ Joint Owner's Signature (if applicable)	
			
▲ Annuitant's Signature (If other than Owner or Joint Owner)		▲ Joint Annuitant's Signature (if applicable)	

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**For Representative/Agent use only. Signature Required**  
**The below is not part of the application, but it must be completed.**

<b>PRODUCER'S STATEMENT:</b>	
1. Is Owner a U.S. Citizen?	<input type="checkbox"/> Yes <input type="checkbox"/> No If you have answered "No", check the appropriate box below: <input type="checkbox"/> Resident Alien <input type="checkbox"/> Non-Resident Alien <input type="checkbox"/> Other:
2. Is Joint Owner a U.S. Citizen? (if applicable)	<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
4. Is this intended to replace or change any life insurance or annuity policy?	<input type="checkbox"/> Yes <input type="checkbox"/> No If you have answered "Yes" to either question #3 or #4 of the Producer's Statement, please <b>follow state replacement regulations and attach any required replacement forms.</b>
5. 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
6. 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.
<b>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.</b>	
<b>Guaranteed Lifetime Income Annuity II Compensation Option:</b> <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	
<b>▲ Representative's/Agent's Signature</b>	<b>▲ DATE SIGNED</b>
Representative's/Agent's Name	Telephone Number
Representative's/Agent's Email Address	
State License Number	NYLIAC Code Number
Firm/Agency Name	Firm/Agency Telephone Number
Firm/Agency Address	Street City State Zip Code

(11/2021)

**REMEMBER TO:**

- ENSURE THE CLIENT SIGNS SECTION 18 IN ALL NECESSARY PLACES. PLEASE PAY SPECIAL ATTENTION IF THERE IS A JOINT OWNER AND / OR JOINT ANNUITANT.
- ATTACH COPY OF PROOF OF AGE FOR EACH ANNUITANT** – REFER TO QUESTION 5 IN PRODUCER'S STATEMENT ABOVE FOR ACCEPTABLE FORMS OF ID.
- ENSURE THE REPRESENTATIVE COMPLETES AND SIGNS THE PRODUCER'S STATEMENT.
- MAKE CHECKS PAYABLE TO NYLIAC.

MAIL YOUR COMPLETED APPLICATION TO:

**Regular Mail**

NYL Annuities – TPD  
 Mail Code 7390  
 PO Box 7247  
 Philadelphia, PA 19170-7390

**Overnight/Express Mail**

NYL Annuities – TPD  
 400 White Clay Center Drive  
 Attn: LOCKBOX # 7390  
 Newark, DE 19711

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**NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION**

**ENDORSEMENT**

**California Fraud Statement**

This Endorsement is attached to and made a part of your Application.

For your protection, California law requires the following to appear on this form:

**Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.**

**NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION**



Chair, President & CEO



Secretary



