New York Life Guaranteed Future Income Annuity II

Application Kit - California

GFIAII-NOCAPP-0826CA

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.

Investments and insurance products are: Not FDIC/NCUA Insured • Not Insured by Any Federal Government Agency • Not a Deposit or Other Obligation of, or Guaranteed by, the Bank or Any of Its Affiliates • May Lose Value

NEW YORK LIFE

INSTRUCTIONS

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

1. ANNUITY PLAN TYPE

Select **ONE** Plan Type. For Roth IRA, refer to the Roth IRA Acknowledgement Form, ANN19001.

2. ANNUITY PREMIUM PAYMENT AMOUNT

The minimum initial premium amount is $5,000. Multiple sources can be used to fund the initial premium and additional premiums are allowed. Refer to the Additional Payments Form, ANN18951 for more information on additional premiums.

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.

3. OWNER

For an IRA plan type, the IRA Owner and the Primary Annuitant must be the same. For a Roth IRA plan type, the Owner and Annuitant must be the same. For a Non-Qualified plan type, if the Owner is an Individual, the Owner and Annuitant must be the same. For a non-living entity Owner such as a Trust, Corporation or any other legal entity, the Owner and Annuitant must be different. The Owner is responsible for any income tax. For Joint Ownership, see Section 4.

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 W-8 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.

4. JOINT OWNER

Joint Ownership is available for Non-Qualified Plan Type only. Joint Owners must be Joint Annuitants and Spouses. Joint Ownership by non-living entities is not allowed. Please provide information on the Joint Owner, if applicable.

5. ANNUITANT

Only complete this section if the Owner is a non-living entity. Generally, the Owner will be the Annuitant.

6. JOINT ANNUITANT

Only complete this section if applying for a Joint Life Policy with one Owner. For a Qualified Joint Life policy, both Annuitants must be spouses. For a Non-Qualified Joint Life policy, both Owners and Annuitants must be the same and must be spouses.

7. PAYEE(S)

The Payee is the individual 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.

8. 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, address, telephone number, and the percentage to be paid to each Beneficiary listed. If the Owner is a Trust, it is recommended that the Primary Beneficiary be the Trust.

Unless the box under declining to designate surviving spouse as the sole Primary Beneficiary is checked, your spouse will be the sole Primary Beneficiary.

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.

9. DEATH BENEFIT COMMUTATION

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

10. 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.

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

11. ANNUITY COMMENCEMENT DATE

Non-Qualified and Roth IRA Policies: Annuity Income Payments must begin prior to the Annuitant's (older Joint Annuitant's, if applicable) 86th birthday.

Traditional IRA Policies: Annuity Income Payments must begin:

(a) by April 1st following the year the Owner attains age 73 (for dates of birth prior to January 1, 1960).
(b) by April 1st following the year the Owner attains age 75 (for dates of birth on or after January 1, 1960); and
(c) for Joint Annuitant policies, prior to the Joint Annuitant's 86th birthday.

QLAC IRA Policies: Annuity Income Payments must begin by the first day of the month following the Owner's 85th birthday.

Important -The Annuity Commencement Date selected will be when the processing occurs. Because of NYLIAC's payment processing requirements and, if applicable, the bank's processing requirements (in the case of Electronic Funds Transfer (EFT)), the initial and subsequent Annuity Income Payments may be received later than the scheduled payment date selected. An Annuity Income Payment scheduled for the 29th, 30th or 31st will be set to the 28th of the month.
Important - When selecting an Annuity Commencement Date, it must be at least thirteen (13) months from the Application Signed Date and no later than forty (40) years from the Application Signed Date, (no later than twenty (20) years from the Application Signed Date if you elect the Period Certain Only payment option in Section 14).

12. REPLACEMENT INFORMATION

Indicate in this section if the Owner has any existing life insurance or annuity policies or if this policy will replac e an existing life or annuity policy. **Both replacement questions must be answered.** For Section 1035 Exchanges or 72(h) transactions of Non-Qualified plan types, 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.

13. REDUCTION OF INCOME FOR JOINT ANNUITANT POLICIES

Only available with Life Only and Life with Period Certain Income Payment options. For the Life with Period Certain option, if one Annuitant dies during the guaranteed payment period, the payouts to the surviving Annuitant will not be reduced until the end of the Period. Check the box if the Owner wants to choose a Joint Life Policy with income payments reduced to 40% – 99% of the income amount following the death of either Annuitant. If the box is not checked, there will be no reduction of income at first death (100% to the Payee).

14. ANNUITY INCOME PAYMENT OPTIONS

Choose either Single Life or Joint Life and ONE payment option. Descriptions of the payment plans can be found on the application.

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 Policies 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

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 FEATURE(S)

Payments can increase by 1% – 3% as selected. This option is not available if the Owner is under the age of 59½ when the Annuity Income Payments begin. This option cannot be cancelled or modified after issue and will apply to the entire Annuity Income Payment amount.

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 should be attached to the application. In addition, evidence of age is required (e.g., birth certificate, driver's license.)

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

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

APPLICATION For Individual Flexible Premium Deferred Paid-Up Fixed Annuity
New York Life Guaranteed Future Income Annuity II
New York Life Insurance and Annuity Corporation (NYLIAC) (A Delaware Corporation)

Regular Mailing Address: NYL Annuities - TPD, Mail Code 7390, PO Box 7247, Philadelphia, PA 19170-7390
Overnight/Express Mailing Address: NYL Annuities - TPD, 400 White Clay Center Drive, Attn: LOCKBOX # 7390, Newark, DE 19711

This application will be attached to and made part of the Policy.

Please print or type

1. ANNUITY PLAN TYPE

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

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

☐ **Traditional IRA**

☐ **Traditional IRA – Qualifying Longevity Annuity Contract (QLAC)** – *See Special Conditions noted throughout for this option.*

Current Year Contribution	Prior Year Contribution	☐ Transfer	☐ Rollover
$_____ Year _____	$_____ Year _____	$ _____	$ _____

☐ **Roth IRA**

NOTE: If this is a Traditional IRA, Traditional IRA (QLAC) or Roth IRA transfer/ rollover, submit Qualified Transfer/Direct Rollover Form.

2. 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.

(**Note: No additional Premium Payments will be accepted within thirteen (13) months of the Annuity Commencement Date.**)

For QLAC IRA your cumulative premium payments to all QLACs you own (whether or not issued under an IRA) cannot exceed the IRS limit amount specified on the QLAC Disclosure form (form number ANN19060).

☐ **Scheduled Premium Payments**
(Note: Complete the Check-O-Matic form if you intend to have scheduled premiums.)

3. OWNER & SUCCESSOR OWNER

PART A: OWNER (Required)

First Name or Trust/ Corporation Name	Middle	Last Name	Suffix

Mailing Address

Street or P.O. Box	City	State	Zip Code

Residence Address (if different from mailing address)

Street	City	State	Zip Code

Date of Birth (mm/dd/yyyy)	Social Security/Tax I.D. Number	☐ Male ☐ Female
Country of Citizenship ☐ U.S. ☐ Other, Country Name:	If you checked "Other" under Country of Citizenship, are you a U.S. Resident Alien? ☐ Yes ☐ No	
Telephone Number ☐ Cell ☐ Home ☐ Business	Email Address	Relationship to Annuitant ☐ Self ☐ Other:

PART B: SUCCESSOR OWNER (Non-Qualified Only)
Complete only if Non-Qualified Plan Type is selected in Section 1. Skip this section if a non-living Owner is listed in Part A.

A Successor Owner will become the new Owner if the Owner or, for Joint Owner policies, the last surviving Owner dies after the Annuity Commencement Date while at least one Annuitant is living.
If you **do not** designate a Successor Owner, payments may be temporarily delayed upon your death (or the death of the last surviving Owner for Joint Owner policies) until we receive the information necessary to administer the Policy in accordance with its terms.

Are you designating a Successor Owner? ☐ **Yes** ☐ **No** If "Yes", check one box below. If "No", proceed to the next section.

Successor Owner Designation: You may designate 1) the Annuitant or Joint Annuitant (if not already a named Owner or Joint Owner), 2) the Owner's estate (last surviving Owner's estate for Joint Owner policies) or 3) someone else ("Other").

Check applicable box:

☐ **Annuitant named in Section 5**
☐ **Joint Annuitant named in Section 6**
☐ **Owner's estate (last surviving Owner's estate for Joint Owner policies)**
☐ **Other (provide information below)**

Complete the following only if you checked "Other" above.

First Name	Middle	Last Name	Suffix

Mailing Address			
Street or P.O. Box	City	State	Zip Code
Residence Address (if different from mailing address)			
Street	City	State	Zip Code
Date of Birth (mm/dd/yyyy)	Social Security/Tax I.D. Number	☐ Male ☐ Female	
Country of Citizenship ☐ U.S. ☐ Other, Country Name:	If you checked "Other" under Country of Citizenship, are you a U.S. Resident Alien? ☐ Yes ☐ No		
Telephone Number ☐ Cell ☐ Home ☐ Business	Email Address	Relationship to Owner	

4. JOINT OWNER

Available for Non-Qualified Plan Type **ONLY**. Not available for Period Certain Only Income Payment option. Joint Owners must be Joint Annuitants and Spouses.

First Name	Middle	Last Name	Suffix

Mailing Address			
Street	City	State	Zip Code
Residence Address (if different from mailing address)			
Street	City	State	Zip Code
Date of Birth (mm/dd/yyyy) **Proof of Age Required**	Social Security/Tax I.D. Number	☐ Male ☐ Female	
Country of Citizenship ☐ U.S. ☐ Other, Country Name:	Telephone Number ☐ Cell ☐ Home ☐ Business	Email Address	

5. ANNUITANT

The Annuitant is the Owner, unless the Policy is owned by a non-living entity, e.g., a trust. If the Policy is owned by a non-living entity, provide Annuitant's information below.

First Name	Middle	Last Name	Suffix

Residence Address

Street	City	State	Zip Code

Date of Birth (mm/dd/yyyy) **Proof of Age Required**	Social Security Number	☐ Male ☐ Female

Country of Citizenship ☐ U.S. ☐ Other, Country Name:	Telephone Number ☐ Cell ☐ Home ☐ Business	Email Address

6. JOINT ANNUITANT

Joint Annuitants must be Spouses. If the Joint Annuitant is not the Joint Owner, complete below. Not available for Period Certain Only Income Payment option.

First Name	Middle	Last Name	Suffix

Residence Address

Street	City	State	Zip Code

Date of Birth (mm/dd/yyyy)	Social Security Number	☐ Male ☐ Female

Country of Citizenship ☐ U.S. ☐ Other, Country Name:	Telephone Number ☐ Cell ☐ Home ☐ Business	Email Address

7. 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

Mailing Address (Required)

Street or P.O. Box	City	State	Zip Code

Social Security Number/Tax I.D. Number	Country of Citizenship ☐ U.S. ☐ Other, Country Name:
Telephone Number ☐ Cell ☐ Home ☐ Business	Email Address

8. BENEFICIARY DESIGNATION – LEAVE BLANK FOR LIFE ONLY

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 Internal Revenue Code ("IRC"). Eligible designated Beneficiaries are spouses, children under the age of 21, 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. Death Benefit proceeds for a non-eligible beneficiary must be distributed by the end of the 10th year following the year of your death (or the death of both you and the joint annuitant, if applicable). Payments guaranteed beyond 10 years may be distributed in a single sum.

JOINT ANNUITANTS (MUST BE SPOUSES): Death benefits before the Annuity Commencement Date will be paid on the death of the last surviving Annuitant. This may not apply if ownership is subsequently changed, or if you decline to designate your spouse as the sole Primary Beneficiary below.

JOINT OWNERS AND JOINT ANNUITANTS:

Unless you check the box below, your spouse will be the **sole Primary Beneficiary** of the Policy and no other primary beneficiary should be designated. This allows the surviving Owner/spouse to continue the Policy at the death of the other Owner/spouse before the Annuity Commencement Date. However, a spouse will not be permitted to treat the Policy as his or her own if the Policy would not comply with the distribution requirements of Code Section 401(a)(9) or any other legal requirement.

ONE OWNER AND JOINT ANNUITANTS:

Unless you check the box below, your spouse will be the **sole Primary Beneficiary** of the Policy and no other primary beneficiary should be designated. This allows your spouse to continue the Policy as Owner if you die before the Annuity Commencement Date. However, a spouse will not be permitted to treat the Policy as his or her own if the Policy would not comply with the distribution requirements of Code Section 401(a)(9) or any other legal requirement.

Regardless of your primary beneficiary designation, you may name contingent beneficiary(ies) below.

DECLINING TO DESIGNATE SURVIVING SPOUSE AS THE SOLE PRIMARY BENEFICIARY

Unless the box below is checked, your spouse is automatically designated as the sole Primary Beneficiary of this Policy:

☐ **By checking this box, I am NOT naming my spouse as sole Primary Beneficiary and instead designate the individual(s)/entity(ies) named below. As a result, the Policy will end at the death of any Owner before the Annuity Commencement Date and NYLIAC will pay a death benefit.**

ONE ANNUITANT:

The Policy will end at the death of either the Owner or Annuitant regardless of any Beneficiary designation.

☐ **PRIMARY** or ☐ **CONTINGENT** 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

☐ **PRIMARY** or ☐ **CONTINGENT** 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

☐ **PRIMARY** or ☐ **CONTINGENT** 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

☐ **PRIMARY** or ☐ **CONTINGENT** 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

9. DEATH BENEFIT COMMUTATION

Available only for Life With Installment Refund, Life With Period Certain, or Period Certain Only Income Payment options.

☐ **By checking this box, you give permission to your Beneficiary(ies) to receive, in one sum, the present value of any Annuity Income Payments 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.**

10. ANNUITY INCOME PAYMENT INFORMATION

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

11. ANNUITY COMMENCEMENT DATE

Non-Qualified and Roth IRA Policies: Annuity Income Payments must begin prior to the Annuitant's (older Joint Annuitant's, if applicable) **86th birthday.**

Traditional IRA Policies: Annuity Income Payments must begin:

(a) by April 1st following the year the Owner attains age 73 (for dates of birth prior to January 1, 1960)
(b) by April 1st following the year the Owner attains age 75 (for dates of birth on or after January 1, 1960); and
(c) for Joint Annuitant policies, prior to the Joint Annuitant's 86th birthday.

QLAC IRA Policies: Annuity Income Payments must begin by the first day of the month following the Owner's **85th birthday.**

IMPORTANT NOTE: If the date you select falls on any day which is not a business day (e.g. weekend or holiday), NYLIAC will initiate the payment on the following business day. NYLIAC's payment processing requirements and, if applicable, your bank's processing requirements (in the case of Electronic Funds Transfer (EFT)), may result in your receipt of your initial and subsequent Annuity Income Payments later than the scheduled Payment Date you select below. You should avoid using the 29th, 30th or 31st of any month.

Select an **Annuity Commencement Date** ___/____/_____ *(mm/dd/yyyy)*. This date must be no earlier than the date that is thirteen (13) months after the Policy Date (as shown in the Policy) and no later than 40 years after the Policy Date. If the requested Annuity Commencement Date is earlier than thirteen (13) months after the Policy Date, NYLIAC will automatically adjust the Annuity Commencement Date to the earliest date that is at least thirteen (13) months after the Policy Date. The Annuity Commencement Date shown in the Policy will control.

Note for Qualified Policies: Your ability to change the Annuity Commencement Date to an earlier date will be subject to the Internal Revenue Service's required minimum distribution rules.

12. REPLACEMENT INFORMATION

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

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

13. REDUCTION OF INCOME FOR JOINT ANNUITANT POLICIES

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 and Life with Period Certain Annuity Income Payment options.

Reduction of Income, if selected, will apply even if a Joint Annuitant dies before the Annuity Commencement Date.

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). IRA Owner must be Primary Annuitant and reduction is applicable only upon the death of IRA Owner. See 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 the death of either Annuitant.
(Available for 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 5.**

14. ANNUITY INCOME PAYMENT OPTIONS

Choose either SINGLE or JOINT ANNUITANT.

☐ **SINGLE ANNUITANT**

☐ **JOINT ANNUITANT**

Choose **ONE** Payment Option. **For QLAC IRA, Life Only and Life With Cash Refund are the only options available.**

☐ **LIFE ONLY** – Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s), beginning on the Annuity Commencement Date.

Death Benefit before the Annuity Commencement Date: None

Death Benefit after the Annuity Commencement Date: None

☐ **LIFE WITH CASH REFUND** – Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s), beginning on the Annuity Commencement Date.

Death Benefit before the Annuity Commencement Date: Return of the Premium Payment(s)

Death Benefit after the Annuity Commencement Date: If the Annuitant(s) dies and 1) the sum of the Annuity Income Payments received is less than the Premium Payment(s), the difference will be paid to the Beneficiary(ies) in one sum; or 2) the sum of Annuity Income Payments received equals or exceeds the Premium Payment(s), there will be no death benefit.

☐ **LIFE WITH INSTALLMENT REFUND** **(Not Available as QLAC IRA)** – Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s), beginning on the Annuity Commencement Date.

Death Benefit before the Annuity Commencement Date: Return of the Premium Payment(s)

Death Benefit after the Annuity Commencement Date: If the Annuitant(s) dies and 1) the sum of the Annuity Income Payments received is less than the Premium Payment(s), scheduled Annuity Income Payments will continue to be paid to the Beneficiary(ies) until the sum of the Annuity Income Payments received equals the Premium Payment(s); or 2) the sum of the Annuity Income Payments received equals or exceeds the Premium Payment(s), there will be no death benefit.

☐ **LIFE WITH PERIOD CERTAIN _____ YEARS** (Enter number of whole years between and including 10 and 30) **(Not Available as QLAC IRA)** – Provides Annuity Income Payments, guaranteed for the longer of the Period Certain selected or the life of the Annuitant(s), beginning on the Annuity Commencement Date.

Death Benefit before the Annuity Commencement Date: Return of the Premium Payment(s)

Death Benefit after the Annuity Commencement Date: If the Annuitant(s) dies: 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.

☐ **PERIOD CERTAIN ONLY: _____ YEARS and _____ MONTHS** (Minimum 5 years, Maximum 30 years)
(Not Available as QLAC IRA) – Provides Annuity Income Payment, guaranteed for a Period Certain selected, beginning on the Annuity Commencement Date.

Death Benefit before the Annuity Commencement Date: Return of the Premium Payment(s)

Death Benefit after the Annuity Commencement Date: 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.

15. OPTIONAL FEATURE(S)

☐ **Annual Increase Option (Inflation Adjustment)** - Not available if the Owner is under the age of 59½ when the Annuity Income Payments begin. This option cannot be cancelled or modified after issue and will apply to the entire Annuity Income Payment amount.

Payments will increase by: _____% (Enter a whole number between and including 1% and 3% only)

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 to the Owner while the Owner(s) and Annuitant(s) is/are living.** (3) 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. (4) I/We understand that the annuity is not backed or guaranteed by any bank or insured by the FDIC. (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) Lump sum withdrawals are not available. (7) I have read and understand the material features of the Annuity Income Payment options and death benefits described in Section 14 of this application. (8) I understand that there is no death benefit, before or after the Annuity Commencement Date, if I select the Life Only Annuity Income Payment option. (9) If this Policy is intended to be a QLAC IRA, I understand that the total Premium Payments must be within the limits currently shown in Section 2, subject to future adjustments by the IRS.

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. **Unless specified below, 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 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 Form W-8 with this form to certify my foreign status and, if applicable, claim treaty benefits.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

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

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

PRODUCER'S STATEMENT:	
1. Is Owner a U.S. Citizen?	☐ Yes ☐ No If you have answered "No", check the appropriate box below: ☐ Resident Alien ☐ Non-Resident Alien ☐ Other:
2. Is Joint Owner a U.S. Citizen? (if applicable)	☐ Yes ☐ No
3. Does the applicant have any existing life insurance or annuity policies?	☐ Yes ☐ No
4. Is this intended to replace or change any life insurance or annuity policy?	☐ Yes ☐ No If you have answered "Yes" to either question #3 or #4 of the Producer's Statement, please **follow state replacement regulations and attach any required replacement forms.**
5. Indicate which proof of age document is attached to the application:	☐ Driver's License/State Issued ID ☐ Passport ☐ Birth Certificate ☐ Military ID
6. Is the Owner of the Policy a Trust? 6b. Is the Owner of the Policy a Grantor Trust?	☐ Yes ☐ No If you have answered "Yes", please attach pages of the Trust Agreement, including a copy of the title page, signature page, and any applicable trustee designation pages and amendments to the Trust. If "Yes" and the Grantor is an individual, please complete and submit the required Grantor Trust Form, ANN18952.

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 Future Income Annuity II Compensation Option ☐ **A** ☐ **B** ☐ **C**

▲ **Representative's/Agent's Signature**	▲ **DATE SIGNED**
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 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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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

NC22DE09

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

IMPORTANT NOTICE

FOR CALIFORNIA RESIDENTS AGED 65 AND OVER

Disclosure of Life Insurance and Annuity Products

The sale or liquidation of any certificate of deposit, annuity, stock, mutual fund, bond, IRA or other asset to fund the purchase of a life insurance or annuity product may have tax consequences, early withdrawal penalties, or other costs or penalties as a result of the sale or liquidation. You may wish to consult your independent legal or financial advisor before selling or liquidating any such assets to fund the purchase of any life or annuity product being solicited.

Policyholder Name: _____

Form must be given to Policyholder and Advisor should retain a copy for their records.