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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
EASTERN DIVISION**

Barbara Linhart, on behalf of herself and
all others similarly situated.

Plaintiff,

v.

New York Life Insurance Company, and
New York Life Insurance and Annuity
Corporation, and DOES 1 TO 50,
inclusive,

Defendants.

Case No. 5:21-cv-01640-JWH-KK

**FIRST AMENDED CLASS ACTION
COMPLAINT AND DEMAND FOR
JURY TRIAL**

1. **BREACH OF CONTRACTUAL
DUTY TO PAY A COVERED
CLAIM**
2. **BREACH OF THE IMPLIED
COVENANT OF GOOD FAITH
AND FAIR DEALING**

1 BARBARA LINHART (“Mrs. Linhart” or “Plaintiff”), brings this action
2 on behalf of herself and all others similarly situated, against Defendants New
3 York Life Insurance Company and New York Life Insurance and Annuity
4 Corporation (jointly, “New York Life” or “Defendants”). Plaintiff, by and
5 through her attorneys, based on her individual experiences, the investigation of
6 counsel, and information and belief, alleges as follows in support of the claims
7 herein.

8 I. NATURE OF THE CASE

9 1. Plaintiff has filed this class action lawsuit because New York Life
10 knowingly and repeatedly violated California law by failing to provide
11 statutorily mandated forms and annual notices to policyholders as required by
12 California law, and therefore, improperly lapsed and refused to pay the benefits
13 of its life insurance policies.

14 2. Under Sections 10113.71 and 10113.72 of the California Insurance
15 Code (the “Statutes”), which became effective January 1, 2013, life insurance
16 companies such as New York Life are required to, among other requirements:

- 17 a. a) give their policyholders an opportunity to designate a third
18 party to receive notice of a potential termination of benefits for
19 non-payment of a premium by providing a form to the
20 policyholder which form “shall provide the opportunity for the
21 applicant to submit the name, address, and telephone number
22 of at least one person, in addition to the applicant, who is to
23 receive notice of lapse or termination of the policy for
24 nonpayment of premium.” (“Designation Notice
25 Requirement”); and
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1 b) shall notify the policy owner annually of the right to change the
2 written designation or designate one or more persons. (“Annual
3 Notice Requirement.”)

4 3. For policies issued before January 1, 2013, New York Life failed
5 to comply with the Statutes in two distinct ways, each of which independently
6 warrants the relief sought in this case. Specifically, New York Life did not: (i)
7 provide its policy owners with the requisite form to make the designation as
8 required by the Designation Notice Requirement; and (ii) advise its policy
9 owners of their right to change their designation as required by the Annual
10 Notice Requirement.

11 4. Rather than simply comply with the Statutes, New York Life
12 included a plainly deficient and ambiguous “notice” within other lengthy and
13 unrelated policy materials that did not conspicuously and unambiguously
14 advise policyholders of their rights. This purported notice made it nearly
15 impossible for policyholders to exercise their important statutory rights that the
16 Statutes were enacted to protect. The public policy undergirding the Statutes’
17 requirements—which were publicly supported by California’s Governor,
18 Insurance Commissioner and Department of Insurance—is to provide consumer
19 safeguards from which people who have purchased life insurance coverage,
20 especially seniors, would benefit, specifically, to protect consumers from losing
21 insurance coverage due to a premium payment that is accidentally missed.

22 5. According to the author of the legislation: “Individuals can easily
23 lose the critical protection of life insurance if a single premium is accidentally
24 missed. If an insured individual loses coverage and wants it reinstated, he or
25 she may have to undergo a new physical exam and be underwritten again,
26 risking a significantly more expensive, possibly unaffordable premium if his or
27 her health has changed in the years since purchasing the policy. Therefore, the
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1 protections provided by [the Requirements] are intended to make sure that
2 policyholders have sufficient warning that their premium may lapse due to
3 nonpayment.”

4 6. This is not a mere hypothetical concern. When one is ill, or in the
5 final stages of life, it is not uncommon for a life insurance policyholder to miss
6 a premium payment as a result of their poor health.

7 7. The Statutes were also designed specifically to deal with the
8 unique nature of life insurance. When a potential claim for benefits arises, the
9 policy owner and party responsible for payment of premiums is often the
10 insured, and due to their death, is no longer available to explain the
11 circumstances related to any potential lapse or termination of coverage. The
12 beneficiary is often unaware of the circumstances related to any lapse of
13 coverage. Rather, the insurer is fully in control of the documentation and
14 requirements for termination of coverage. As such, as a consumer protection
15 measure, California requires strict compliance with all statutory and contractual
16 provisions governing termination of an otherwise in-force policy regardless of
17 the nonpayment of premium. Even if premiums are unpaid, no lapse or
18 termination for failure to pay a premium is effective, and the policy remains in
19 force, unless and until all statutory and contractual provisions are satisfied.

20 8. New York Life has repeatedly and intentionally failed to adhere to
21 the Designation Notice Requirements and Annual Notice Requirements, and
22 then failed to honor those life insurance policies by refusing to pay beneficiaries
23 the proceeds. New York Life’s conduct has been particularly egregious and
24 unreasonable in the face of the opinion of the Ninth Circuit Court of Appeals,
25 numerous cases in the district courts in the Ninth Circuit, and the opinion of the
26 California Supreme, which all enforced the Statutes against life insurance
27 companies in nearly identical circumstances.
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1 9. The California Supreme Court unequivocally held—in *McHugh*
 2 *v. Protective Life Ins. Co.*, 12 Cal. 5th 213, 220 (Aug. 30, 2021)—that the
 3 Statutes apply to all policies that were in force as of January 1, 2013:

4 We conclude that sections 10113.71 and 10113.72 apply to all
 5 life insurance policies in force when these two sections went into
 6 effect, regardless of when the policies were originally issued.
 7 This interpretation fits the provisions’ language, legislative
 8 history, and uniform notice scheme, and it protects policy owners
 9 — including elderly, hospitalized, or incapacitated ones who
 10 may be particularly vulnerable to missing a premium payment —
 11 from losing coverage, consistent with the provisions’ purpose.

12 10. The *McHugh* decision followed rulings from multiple district
 13 courts in the Ninth Circuit, dating as far back as 2016, which likewise applied
 14 the Statutes to policies in force as of the Statutes’ effective date. *See Bentley v.*
 15 *United of Omaha Life Insurance Co.*, 371 F. Supp. 3d 727, 739-40 (C.D. Cal.
 16 2019) (“Jennifer Bentley, as the class representative, has successfully
 17 demonstrated that United breached its contractual duty to pay life insurance
 18 benefits because: (1) United issued the life insurance policy to Eric Bentley,
 19 and Jennifer Bentley is that policy’s beneficiary, Jt. Stip. ¶ 15; (2) the Bentley
 20 policy was issued, delivered, or renewed in California by United, *id.* ¶¶ 16–17;
 21 (3) the Bentley policy renewed after the Effective Date, *id.* ¶¶ 17, 20; (4) United
 22 did not provide Eric Bentley with the Offer to Designate or provide Jennifer
 23 Bentley with the Designee/30-Day Notice required by the Statutes, *id.* ¶¶ 22–
 24 24; (5) the Bentley policy lapsed for non-payment of premium after the
 25 Effective Date, *id.* ¶¶ 4–5, 35–36; and (6) to date, United has not paid death
 26 benefits on the Bentley policy. *Id.* ¶ 32. Thus, there is no dispute of material
 27 fact that United breached its contractual duty to pay Jennifer Bentley’s life
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1 insurance claim.”); accord *Moriarty v. American General Life Ins. Co.*, 3:17-
2 cv-1709, ECF No. 184 (S.D. Cal. Oct. 2, 2020); *Siino v. Foresters Life Ins. &*
3 *Annuity Co.*, 2020 WL 8410449, *6-7 (N.D. Cal. Sep. 1, 2020); *Thomas v. State*
4 *Farm Ins. Co.*, 424 F. Supp. 3d 1018 (S.D. Cal. 2019); *Bentley v. United of*
5 *Omaha Life Insurance Co.*, 2016 WL 7443189 (C.D. Cal. June 22, 2016).

6 11. More recently, the Ninth Circuit followed and expanded on the
7 holding in *McHugh*. In *Thomas v. State Farm Life Ins.*, the court, relying on
8 *McHugh*, held that an insurer breaches an insurance policy by lapsing it without
9 providing the statutory notices and then failing to pay the policy proceeds when
10 the policy owner passes away. 2021 WL 4596286, at *1 (9th Cir. Oct. 6, 2021)
11 (“... State Farm failed to comply with sections 10113.71 and 10113.72, which
12 prevented the policies from lapsing. [citation omitted] Therefore, State Farm
13 breached its contractual obligations by failing to pay benefits to [the
14 beneficiary] under the policies after [the policyholder’s] death.”).

15 12. In addition to these judicial interpretations, New York Life’s own
16 trade association advised it nine years ago that the Statutes cover policies
17 renewed after the Effective Date. Thus, on October 25, 2012, the Association
18 of California Life & Health Insurance Companies advised New York Life
19 employees Michael Tobin and Jill Diaz (among others) that the Statutes and the
20 “alternative designee provisions will be applied prospectively, and will only
21 impact those policies issued, delivered or renewed on or after January 1, 2013.”

22 13. Despite this longstanding, clear and overwhelming authority, for
23 life insurance policies originally issued prior to January 1, 2013, New York Life
24 has terminated and refused to pay benefits due to the non-payment of premiums
25 despite failing to adhere to the Designation Notice and Annual Notice
26 Requirements mandated by law with respect to such policies.

1 14. Plaintiff is one of many beneficiaries that have been damaged by
2 New York Life's unlawful conduct.

3 15. New York Life improperly terminated and refused to pay the
4 benefits of a policy it had issued to Mrs. Linhart's husband, James Linhart ("Mr.
5 Linhart"), who died on August 7, 2021.

6 16. Plaintiff brings this suit as a class action to hold New York Life
7 accountable for its violations of the law, which have severely harmed, and will
8 continue to severely harm if not stopped, numerous families such as Mrs.
9 Linhart's.

10 **II. JURISDICTION AND VENUE**

11 17. This action is a civil matter of which this Court has jurisdiction
12 under the provisions of 28 U.S.C. § 1332.

13 18. The Plaintiff is a citizen and domiciliary of the State of California
14 currently residing in Palm Desert, California.

15 19. Defendants, New York Life Insurance Company (incorporated in
16 New York) and New York Life Insurance and Annuity Corporation
17 (incorporated in Delaware), share corporate headquarters at 51 Madison
18 Avenue, New York, NY, and are both part of the NAIC #0826 NEW YORK
19 LIFE GROUP companies, which issue and administer life insurance policies in
20 the state of California.

21 20. The amount in controversy well exceeds the jurisdictional
22 minimum under 28 U.S.C. § 1332.

23 21. Venue is appropriate in this district under 28 U.S.C. § 1391 because
24 a substantial part of the events giving rise to claims at issue occurred in this
25 district. Specifically, the life insurance policy at issue in this matter was issued
26 by New York Life to Mr. Linhart while he was a resident of Mission Viejo,
27 California. Mr. Linhart paid his premiums for the policy at issue for nearly
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1 thirteen years while residing in Mission Viejo, California. New York Life has
2 transacted business throughout this district including the issuance of life
3 insurance policies and was found or had agents in this district.

4 22. This Court has personal jurisdiction over Defendants because,
5 among other facts, they: a) transacted business in this district; b) issued
6 insurance policies in this district; c) had substantial contacts with this district;
7 and/or d) were engaged in the illegal conduct alleged herein which was directed
8 at and had the intended effect of causing injury to persons residing or located
9 in this district.

10 **III. THE PARTIES**

11 23. Mrs. Linhart is the sole beneficiary of the insurance policy issued
12 by New York Life to her late-husband James Linhart, which was entered into
13 in Mission Viejo, California. At the time the policy was issued, Mr. and Mrs.
14 Linhart were residents of Mission Viejo, California.

15 24. New York Life Insurance Company and New York Life Insurance
16 and Annuity Corporation are licensed in California and are New York based
17 financial services companies that issue and administer life insurance policies in
18 the state of California.

19 **IV. FACTUAL ALLEGATIONS**

20 25. In 2012, Assembly Bill 1747 was enacted and created Sections
21 10113.71 and 10113.72 of the California Insurance Code.

22 26. The Statutes went into effect on January 1, 2013 (the “Effective
23 Date”) and established, among other things, notice and designation
24 requirements for life insurance policies.

25 27. The mandates of the Statutes included, among other requirements,
26 the Designation Notice Requirement and Annual Notice Requirement, which
27 required insurers to: 1) provide their policyholders with a form to designate a
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1 third party to receive notice of a potential termination of benefits for non-
 2 payment of a premium, 2) advise their policyholders annually of their right to
 3 make or change a designation; and 3) provide notice to a third party the
 4 policyholder designates of any non-payment of a premium prior to terminating
 5 any policy.

6 28. The Statutes read in pertinent part:

7 **Section 10113.71:**

8 (b)(1):A notice of pending lapse and termination of a life
 9 insurance policy shall not be effective unless mailed by the insurer
 10 to the named policy owner, a designee named pursuant to Section
 11 10113.72 for an individual life insurance policy, and a known
 12 assignee or other person having an interest in the individual life
 13 insurance policy, at least 30 days prior to the effective date of
 14 termination if termination is for nonpayment of premium.

15 *****

16 (3) Notice shall be given to the policy owner and to the designee
 17 by first-class United States mail within 30 days after a premium is
 18 due and unpaid. However, notices made to assignees pursuant to
 19 this section may be done electronically with the consent of the
 20 assignee.

21 *****

22 **Section 10113.72:**

23 (a) An individual life insurance policy shall not be issued or
 24 delivered in this state until the applicant has been given the right
 25 to designate at least one person, in addition to the applicant, to
 26 receive notice of lapse or termination of a policy for nonpayment
 27 of premium. The insurer shall provide each applicant with a form
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1 to make the designation. That form shall provide the opportunity
2 for the applicant to submit the name, address, and telephone
3 number of at least one person, in addition to the applicant, who is
4 to receive notice of lapse or termination of the policy for
5 nonpayment of premium.

6
7 (b) The insurer shall notify the policy owner annually of the right
8 to change the written designation or designate one or more
9 persons. The policy owner may change the designation more often
10 if he or she chooses to do so.

11
12 (c) No individual life insurance policy shall lapse or be terminated
13 for nonpayment of premium unless the insurer, at least 30 days
14 prior to the effective date of the lapse or termination, gives notice
15 to the policy owner and to the person or persons designated
16 pursuant to subdivision (a), at the address provided by the policy
17 owner for purposes of receiving notice of lapse or termination.
18 Notice shall be given by first-class United States mail within 30
19 days after a premium is due and unpaid.

20
21 Cal. Ins. Code § 10113.71-72. (emphasis added)

22 29. New York Life has chosen to disregard the Statutes with respect
23 to life insurance policies it issued or delivered or renewed in California prior to
24 January 1, 2013.

25 30. In particular, New York Life has disregarded the Designation
26 Notice and Annual Notice Requirements for insurance policies it issued or
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1 delivered in California prior to the Effective Date of the Statutes—January 1,
2 2013—even if the policies were renewed after the Effective Date.

3 31. As a result of New York Life’s disregard of the Designation
4 Requirements and Annual Notice Requirements of the Statutes, New York Life
5 has improperly terminated policies and refused to pay out proceeds that are due
6 and owing to the beneficiaries of such improperly terminated policies.

7 32. The policy issued by New York Life to Mr. Linhart—for which
8 Plaintiff is the sole beneficiary—is one example.

9 33. On August 1, 2007, New York Life issued a \$350,000 life
10 insurance policy to Mr. Linhart (Policy No. 62970515)(the “Policy”). A copy
11 of the Policy (the “Linhart-Specimen” provided by New York Life) is attached
12 as **Exhibit 1**.

13 34. The first page of the Policy is a letter from the Chief Executive
14 Officer of New York Life (nomenclature the Policy uses to refer jointly to
15 defendants, New York Life Insurance Company and New York Life Insurance
16 and Annuity Corporation). It states: “Thank you for choosing New York Life
17 for your life insurance coverage.” ... “For more than 170 years [New York Life
18 Insurance Company was founded in 1845; New York Life Insurance and
19 Annuity Corporation did not exist until 1980], we have kept promises to
20 millions of individuals, families, and business owners who have counted on our
21 strength and superior service for the peace of mind that comes from having a
22 secure financial future. Today, we make that same promise to you.” (Policy, at
23 000003.)

24 35. The Policy repeatedly uses “New York Life” to refer jointly to
25 New York Life Insurance Company and New York Life Insurance and Annuity
26 Corporation, and thus undertakes the policy obligations jointly on behalf of both
27 defendants to Mr. Linhart. The Policy uses “New York Life” to identify not
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1 only the obligor under the policy for the payment of death benefits, but also to
2 whom the premiums should be paid and notice of death should be provided.
3 For example, the Policy advised the policyholder as follows, in the section it
4 singles out as, “Some basics about your policy. Important information you
5 should know.”:

6 **“What’s a beneficiary?** The beneficiary is the person, or
7 persons, of your choosing to whom *New York Life* will pay the
8 death benefit when the insured person dies.”

9 **“Paying your premiums.** For term or whole life policies,
10 premiums are the payments you make to *New York Life* to keep
11 your policy active.”

12 **“Dividends from a whole life policy.** Dividends are the
13 portion of *New York Life’s* surplus earnings that are distributed
14 among eligible policies.”

15 **“Understanding policy proceeds.** Policy proceeds are usually
16 paid as a single lump sum payment to the beneficiary when the
17 insured person dies. However, in addition to a lump sum, there
18 may be other options the beneficiary can discuss with a *New*
19 *York Life agent*.

20 **“Managing your policy.** To make a change to your policy,
21 such as an address or beneficiary change, you can: Contact your
22 *New York Life agent* or registered representative. Access your
23 account online at www.newyorklife.com. Visit your local *New*
24 *York Life office*. Call us at (800) 695-1314 (Please call (800)
25 598- 2019 for Variable Universal Life policies). Write to: *New*
26 *York Life Insurance Company*, P.O. Box 130539, Dallas, TX
27 75313-0539.
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1 **“Online customer service.** Elect to receive your *New York*
2 *Life* mail online.”

3 **“What to do when the insured person dies.** *New York Life*
4 should be notified as soon as possible after the insured person
5 dies.”

6 **“How claims are paid.** Claims are paid promptly once *New*
7 *York Life* receives all the necessary paperwork.

8 (Policy, at pages 000059-61, emphasis added.)

9 36. Pursuant to the Policy, Mr. Linhart was able to and had the option
10 to renew the Policy by paying the monthly renewal premium identified in the
11 Policy. The Policy Anniversary was each August 1st of the year.

12 37. Mr. Linhart made his premium payments for over 13 years, some
13 after the Effective Date, and, as a result, the Policy renewed each year and
14 coverage remained in force without interruption during that time. On August
15 3, 2021, New York Life purportedly sent Mr. Linhart a letter that advised that
16 coverage under the Policy was no longer being provided for the alleged non-
17 payment of the premiums.

18 38. Mr. Linhart died on August 7, 2021.

19 39. At no time prior to the termination did New York Life provide Mr.
20 Linhart with the form to designate a third party to receive notification of a
21 pending termination as mandated by the Designation Notice Requirements of
22 the Statutes. At no time prior to the termination did New York Life provide
23 Mr. Linhart with notice of his annual of the right to change the written
24 designation of the third party to receive notifications as mandated by the Annual
25 Notice Requirement.

1 40. Instead of providing plain, clear, unambiguous, and conspicuous
2 notice of these important statutory and consumer rights, New York Life did
3 exactly the opposite.

4 41. New York Life buried a confusing reference to a right to designate
5 a third party in California within a lengthy, single-spaced “Annual Policy
6 Summary” in the definitions section on page two of the five-page summary
7 lumped together with references to New Jersey, Florida, Vermont, and Maine
8 residents—attached as **Exhibit 2**—which read as follows:

This Annual Policy Summary is not a contract. Please refer to your policy contract or contact your agent/representative for more complete explanations of your coverage. We reserve the right to correct errors.

DEFINITIONS OF TERMS FOR THE NYLIAC ANNUAL POLICY SUMMARY - Not all terms will appear nor will all be applicable on all Annual Policy Summaries.

Account Value - The value of the policy on the specified "as of" date. This value is based on the account value as of the beginning of the reporting period less cost of insurance charges, administrative fees, any partial cash surrender value benefits paid, and any service or other charges debited during the reporting period. The account value is increased by premiums received (less premium expense charges) and interest credited during the reporting period.

Additional Benefits - The listing of benefits included in the policy.

Alternative Cash Surrender Value (ACSV) - For a period of 10 years from the policy date of this policy, while the insured is living, this policy will have an ACSV. The ACSV is equal to the Cash Surrender Value of the policy plus the amortized value of the Alternative Cash Surrender Value Benefit.

Alternative Cash Surrender Value Benefit (ACSVB) - The ACSVB is equal to (a) x (b), where (a) is equal to the current month's un-amortized ACSVB value which consists of the prior month's un-amortized ACSVB value; 60 % of the Sales Expense Charges deducted from all premiums paid since the last Monthly Deduction Day and 60% of the monthly deduction for both the Monthly Per Thousand of Base Policy Face Amount Charges and the Monthly Per Thousand of any riders attached to this policy and (b) is the current month's amortization factor. This factor is 1 each month during the first policy year and then decreases linearly beginning with the 13th policy month and continuing through the end of the 10th policy year. On the 10th Policy Anniversary and any date thereafter, the ACSVB will be zero.

Base Plan Face Amount - The initial Death Benefit under the policy. The amount does not include any other policy or rider benefits. It also does not reflect a reduction for a policy loan.

Cash Surrender Value - The net amount payable to the policyowner if the policy is surrendered to the Company on the specified "as of" date. The amount is based on the account value, less any applicable Surrender charges, less any unpaid loan and accrued loan interest. A surrender may result in a taxable gain that may be subject to federal and state withholding.

Cash Value Accumulation Test (CVAT) - The IRS Life Insurance Qualification Test that states that the account value cannot exceed the single premium required to fund future contract benefits, under the guaranteed assumptions. If the account value exceeds the net single premium, the death benefit will be increased to an amount that will meet the test.

Corridor Death Benefit - The increase in death benefit necessary to maintain the relationship between a policy's death benefit and account value prescribed by the Internal Revenue Code.

Cost of Insurance Charges - The amount deducted to pay the insurance cost of the base policy and any riders.

Current Loan Interest Rate - The rate of interest currently charged on a policy loan.

Fees and Other Charges - The fees and other charges include a monthly contract charge, a monthly per thousand face amount charge, premium expense charges and any additional first year premium expense charges, if applicable.

Guideline Annual Premium - The annual premium needed to endow a policy at age 100 at 4% interest and guaranteed charges.

Guideline Premium Test - The IRS Life Insurance Qualification Test that requires that cumulative premiums paid do not exceed the greater of the Guideline Single Premium or the sum of the Guideline Annual Premiums.

Guideline Single Premium - The single premium needed to endow a policy at age 100 under the guaranteed assumptions.

Interest Earned - The amount of interest earned on the policy's account value during the prior policy year, ending on the anniversary date.

Policy Loans and Partial Surrenders - The amount(s) of money the Company paid out of the policy as loans and/or partial surrenders during the reporting period.

Loan Interest Paid - The policy loan interest paid in cash during this statement period.

Loan Repayment(s) - The amount(s) paid to us to reduce the outstanding policy loan principal during this period. This includes receipt of both internal and external funds.

Outstanding Loan Balance - The policy loan amount and any unpaid interest due on a specified "as of" date.

Policy Date - The date when the insurance coverage began.

Policyowner - The person or organization who has the rights of ownership in the policy during the lifetime of the primary insured.

Planned (Pay Mode) Premium - The frequency of premium payments and the amount of the current planned premium selected by the policyowner.

Summary of Payments - The various payments made to the Company for the policy during the reporting period.

Target Premium - The Target Premium is an amount used to determine the amount of premium expense charge deducted from your policy premium payments during each policy year. The Target Premium will change if the initial base policy face amount is increased or decreased.

Taxes Withheld - The amount withheld to pay federal or state taxes on money paid from the policy.

Total Death Benefit - A summary of the Death Benefit provided by the policy that would be payable if the insured had died on the "as of" date. This amount includes the total face amount of the base policy, any term insurance rider on the Primary Insured, and, depending upon the Life Insurance Option elected, the account value amount or the adjusted total premium amount. The benefit has been reduced by any outstanding policy loan and unpaid loan interest.

Total Loan Interest Charged - The sum of the policy loan interest charged during the period, including loan interest charged on the anniversary.

New Jersey, Vermont, Florida, Maine & California Residents - If the insured covered by this policy and/or policyowner is age 62 or older (NJ), age 64 or older (VT) or any age (FL, ME and CA), you can designate a third party to whom we will mail copies of premium, cancellation and lapse notices. Please call a Customer Service Representative at the toll-free number on page one for more information regarding this procedure.

1 42. This buried “notice”—enlarged and isolated below for reference—
 2 located in the lower right hand corner not only failed to comply with the
 3 mandate of the Statutes—by not providing the requisite form or notification of
 4 a policyholder’s important statutory right to change a designation—it also
 5 plainly failed to satisfy the spirit of the Statutes by depriving policyholders,
 6 particularly the vulnerable population the Statutes were designed to protect, of
 7 any meaningful opportunity to designate a third-party to receive notices of a
 8 potential lapse as the Legislature intended.

9
 10
 11 **New Jersey, Vermont, Florida, Maine &**
 12 **California Residents - If the insured covered by**
 13 **this policy and/or policyowner is age 62 or older**
 14 **(NJ), age 64 or older (VT) or any age (FL, ME**
 15 **and CA), you can designate a third party to**
 16 **whom we will mail copies of premium,**
 17 **cancellation and lapse notices. Please call a**
 18 **Customer Service Representative at the toll-free**
 19 **number on page one for more information**
 20 **regarding this procedure.**

21 43. New York Life’s conduct is egregious because it shows that it
 22 knew it had obligations to Mr. Linhart and others like him under the Statutes
 23 yet chose to ignore some of the obligations entirely and make hollow efforts to
 24 satisfy others in a way that made it highly unlikely policyholders would ever be
 25 aware of, much less exercise, their statutory rights.
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1 44. All life insurance companies already have on file beneficiary
2 designation forms. Other major insurance companies, including but not limited
3 to Fidelity, United of Omaha, Blue Cross Blue Shield, and Primerica, had no
4 trouble drafting simple forms for their policyholders to complete. See **Exhibit**
5 **3**.

6 45. Having failed to satisfy the Designation Notice Requirement and
7 Annual Notice Requirement, New York Life thereby also failed to notify a
8 third-party designee of Mr. Linhart's of the pending termination, in violation of
9 the Third-Party Notice Requirement of the Statutes.

10 46. After Mr. Linhart's death, Mrs. Barbara Linhart (the named
11 beneficiary under the Policy and Mr. Linhart's widow) contacted New York
12 Life and submitted a claim for benefits.

13 47. New York Life has notice of the California Supreme Court's ruling
14 in *McHugh*, and the rulings in *Bentley* and *Thomas*.

15 48. New York Life denied the claim, stating that no benefits were
16 payable on the Policy.

17 49. As a result of the denial, Mrs. Linhart has not received the proceeds
18 from the Policy, which has caused Mrs. Linhart to suffer considerable harm in
19 an amount to be proven at the time of trial.

20 V. CLASS ACTION ALLEGATIONS

21 50. Plaintiff brings this class action on behalf of herself, and all
22 persons and entities similarly situated pursuant to Rule 23 of the Federal Rules
23 of Civil Procedure. Specifically, Plaintiff brings this action on behalf of the
24 following class, which is subject to refinement based on information learned
25 during discovery:

26 All beneficiaries who made a claim, or would have been eligible
27 to make a claim, for the payment of benefits on life insurance
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1 policies issued or delivered in the State of California, that were in
2 force on or after January 1, 2013 or renewed after January 1, 2013,
3 and were lapsed or were terminated by New York Life for the non-
4 payment of premium after January 1, 2013, and as to which
5 policies the notice form as described by Sections 10113.72(a) of
6 the California Insurance Code (the “Designation Notice
7 Requirement”) or notice to change a designation as described in
8 Section 10113.72(b) of the California Insurance Code (the
9 “Annual Notice Requirement”), were not sent by New York Life
10 prior to lapse or termination (hereinafter referred to as “Class”).

11 As used in the Class definition, the “notice to change a designation as
12 described in Section 10113.72(b)” refers to the notice to the policy owner
13 annually of the opportunity to change the written designation of a third-party
14 designee.

15 As used in the Class definition, the “form” described by Section
16 10113.72(a) of the California Insurance Code refers to the form the insurer shall
17 provide that affords the opportunity for the policy owner to submit the name,
18 address, and telephone number of at least one person who is to receive notice
19 of lapse or termination of the policy for nonpayment of premium.

20 51. Excluded from the Class are: a) New York Life; b) any entity in
21 which New York Life has a controlling interest; c) New York Life’s officers,
22 directors, and employees; d) New York Life’s legal representatives, successors,
23 and assigns; e) governmental entities; and f) the Court to which this case is
24 assigned.

25 52. Members of the Class are so numerous and geographically
26 dispersed, throughout California and likely the United States, that joinder of all
27 members is impracticable. On information and belief, the Class is readily
28 identifiable from information and records in New York Life’s possession.

1 53. Plaintiff's claims are typical of the claims of the members of the
2 Class. The Plaintiff and all members of the Class were damaged by the same
3 wrongful conduct of New York Life, that is, *inter alia*, its failure to satisfy the
4 Designation Notice Requirement and Annual Notice Requirement and its
5 breach of its insurance policies through its wrongful termination and non-
6 payment of proceeds.

7 54. The Plaintiff will fairly and adequately protect and represent the
8 interests of the Class. Having suffered the same injury from the same conduct
9 of New York Life, Plaintiff's interests are coincident with, and not antagonistic
10 to, those of the other members of the Class.

11 55. Plaintiff's counsel in this matter are experienced in the prosecution
12 of complex commercial class actions such as this one.

13 56. Questions of law and fact common to members of the Class
14 predominate over questions that may affect only individual class members
15 because, among other things, New York Life has acted on grounds generally
16 applicable to the entire Class, thereby making damages with respect to the Class
17 as a whole appropriate. Such generally applicable conduct is inherent in New
18 York Life's wrongful conduct.

19 57. Questions of law and fact common to the Class include, but are not
20 limited to:

- 21 • Whether the Designation Notice and Annual Notice Requirement
22 applied to New York Life policies issued before the Effective Date
23 but in force after the Effective Date;
- 24 • Whether the Designation Notice Requirement applied to New
25 York Life policies issued before the Effective Date but renewed
26 after the Effective Date;

- 1 • Whether New York Life has failed to satisfy the Designation
- 2 Notice and Annual Notice Requirements;
- 3 • Whether New York Life violated the Statutes by not satisfying the
- 4 Designation Notice and Annual Notice Requirements;
- 5 • Whether New York Life breached its life insurance policies by not
- 6 satisfying the Designation Notice and Annual Notice
- 7 Requirements;
- 8 • Whether New York Life breached its life insurance policies by
- 9 terminating policies and not paying claims despite not satisfying
- 10 the Designation Notice and Annual Notice Requirements; and
- 11 • The quantum of damages sustained by the Class in the aggregate.

12 58. Treatment of this dispute as a class action is a superior method for
 13 the fair and efficient adjudication of this matter over individual actions. Class
 14 treatment will permit a large number of similarly situated persons to prosecute
 15 their common claims in a single forum simultaneously, efficiently, and without
 16 the unnecessary duplication of evidence, effort, or expense that numerous
 17 individual actions would require. In addition, class treatment will avoid the risk
 18 of inconsistency and varying adjudications.

19 59. The many benefits of proceeding through the class mechanism,
 20 including providing injured persons or entities a method for obtaining redress
 21 on claims that could not practicably or cost effectively be pursued individually,
 22 substantially outweighs potential difficulties—which Plaintiff does not
 23 anticipate—in management of this case as a class action.

24 VI. CAUSES OF ACTION

25 FIRST CAUSE OF ACTION

26 BREACH OF CONTRACTUAL DUTY TO PAY A COVERED CLAIM 27 (ON BEHALF OF PLAINTIFF AND THE CLASS) 28

1 60. Plaintiff refers to all preceding paragraphs and incorporates them
2 as though set forth in full in this cause of action.

3 61. New York Life issued and delivered life insurance policies, which
4 were binding contracts, to the policyholders identified in the Class.

5 62. New York Life breached the terms of such life insurance
6 policies—including its policy with Mr. Linhart, which Plaintiff, as the
7 beneficiary, has the right to enforce—by, *inter alia*, the following acts and/or
8 omissions:

- 9 a. Failing to timely and meaningfully invite the policyholders
10 identified in the Class—including Mr. Linhart—to
11 designate a third party to receive termination notices for
12 non-payment of a premium as required by the Designation
13 Notice Requirement of the Statutes by not providing
14 policyholders with a copy of a designation form that
15 provides the opportunity for the policy owner to submit the
16 name, address, and telephone number of at least one person
17 who is to receive notice of lapse or termination of the policy
18 for nonpayment of premium, drafting the notices in way that
19 was difficult to comprehend and act on and burying the
20 notices within other materials;
- 21 b. Failing to timely invite the policyholders identified in the
22 Class— including Mr. Linhart—of their annual right to
23 change their third-party designation as required by the
24 Annual Notice Requirement of the Statutes;
- 25 c. Improperly terminating and refusing to pay benefits to the
26 Class members—including Plaintiff—despite not satisfying
27
28

1 the Designation Notice and Annual Notice Requirements of
2 the Statutes; and

3 c. Failing to abide by the Statutes at all times after the
4 Effective Date.

5 63. The Statutes mandate that no lapse or termination is effective
6 unless the statutory provisions are complied with, which New York Life has
7 failed to do, and thus breached Mr. Linhart's policy and the other policies for
8 which the Class members are beneficiaries.

9 64. As a result of New York Life's breaches of its life insurance
10 policies, the Class—including Plaintiff—has sustained direct damages, as well
11 as other foreseeable and incidental damages, in an amount to be determined
12 according to proof at the time of trial, plus interest. In California, the measure
13 of damage for breach of a life insurance policy is set as the "sum or sums
14 payable in the manner and at the times as provided in the policy to person
15 entitled thereto." Cal. Ins. Code § 10111.

16 **SECOND CAUSE OF ACTION**
17 **BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND**
18 **FAIR DEALING OF AN INSURANCE POLICY**
(ON BEHALF OF PLAINTIFF AND THE CLASS)

19 65. Plaintiff refers to all preceding paragraphs and incorporates them
20 as if set forth in full in this cause of action.

21 66. In every insurance policy there exists an implied duty of good faith
22 and fair dealing that the insurance company will not do anything to injure the
23 right of the insured to receive the full benefit of the policy.

24 67. New York Life breached the duty of good faith and fair dealing it
25 owed to the policy holders identified in the Class, including its policy with Mr.
26 Linhart, which Plaintiff has the right to enforce.

1 68. New York Life breached its duty of good faith and fair dealing and
2 engaged in bad faith by, inter alia, the following unreasonable acts and/or
3 omissions:

- 4 a. Failing to timely and meaningfully invite the policyholders
5 identified in the Class—including Mr. Linhart—to
6 designate a third party to receive termination notices for
7 non-payment of a premium as required by the Designation
8 Notice Requirement of the Statutes by not providing
9 policyholders with a copy of a designation form that
10 provides the opportunity for the policy owner to submit the
11 name, address, and telephone number of at least one person
12 who is to receive notice of lapse or termination of the policy
13 for nonpayment of premium, drafting the notices in way that
14 was difficult to comprehend and act on and burying the
15 notices within other materials;
- 16 b. Failing to timely invite the policyholders identified in the
17 Class— including Mr. Linhart—of their annual right to
18 change their third-party designation as required by the
19 Annual Notice Requirement of the Statutes;
- 20 c. Failing to abide by the Statutes at all times after the
21 Effective Date;
- 22 d. Failing to abide by the Statutes and resolve life insurance
23 claims after becoming aware of the precedential rulings in
24 California state and federal courts; and
- 25 e. Improperly terminating or lapsing the respective policies
26 and unreasonably refusing, without proper cause, to pay
27 benefits to the Class members—including Plaintiff—
28

1 despite, on information and belief, having knowledge that
2 California courts had interpreted the Statutes as covering
3 policies like those within the Class.

4 69. As a direct and proximate result of New York Life's breaches of
5 its duty of good faith and fair dealing, Plaintiff and the Class have sustained
6 direct damages, as well as other foreseeable and incidental damages, in an
7 amount to be determined according to proof at the time of trial, plus interest.

8 70. As a further direct and proximate result of the claim denial and
9 unreasonable and bad faith conduct of New York Life, Plaintiff was compelled
10 to retain legal counsel on behalf of herself and the Class to institute litigation to
11 obtain the full and fair benefit of the insurance of which they are beneficiaries,
12 making New York Life liable for those attorney fees and litigation costs
13 reasonably incurred in order to obtain the full benefit.

14 71. In addition, New York Life's conduct described herein was
15 intended to cause injury and/or was despicable conduct carried out with a
16 willful and conscious disregard of the rights of the Class, including Plaintiff to
17 delay and deny benefits.

18 72. New York Life's conduct constitutes malice, oppression or fraud
19 and was unreasonable under California Civil Code section 3294 and California
20 Insurance Code Unfair Practices Act section 790.03 because New York Life's
21 continued unwillingness to fully satisfy its contractual and statutory obligations
22 was done and is being done with full knowledge that the courts, including the
23 California Supreme court, based on, *inter alia*, the language and purpose of the
24 Statutes, the legislative history and/or long-standing Renewal Principle, have
25 ruled that the Statutes cover all policies in force as of the Effective Date.

26 73. As *McHugh* specifically held: "...the Legislature enacted the [the
27 Statutes] not only to provide protections to people in the future, but also to
28

1 ensure that existing policy owners don't lose the life insurance coverage that
2 they may have spent years paying for and on which their loved ones depend".
3

4 **PRAYER FOR RELIEF**

5 Plaintiff, on behalf of herself and each Class member, prays for relief and
6 judgment as follows:

- 7 A. For certification of this matter as a Class Action pursuant to
8 Federal Rule of Civil Procedure 23, and appointment of Plaintiff
9 as a Class Representative and her counsel of record as Class
10 Counsel;
- 11 B. For economic and foreseeable consequential damages, attorneys'
12 fees and costs against Defendants, jointly and severally, for their
13 breach of contract and bad faith;
- 14 C. For punitive damages against Defendants, due to their ongoing bad
15 faith;
- 16 D. For an award of attorneys' fees and costs of suit pursuant to, *inter*
17 *alia*, the Public Benefit Doctrine, California Code of Civil
18 Procedure Section 1021.5 on the basis that private enforcement of
19 these rights is necessary, and the interests Plaintiff seeks to protect
20 significantly benefit the general public;
- 21 D. Prejudgment pursuant to §3289(b) of the California Insurance
22 Code at a rate of 10% as well as applicable post judgment interest;
23 and
- 24 E. All other and further relief, including punitive damages, as this
25 Honorable Court deems just and proper.
26
27
28

JURY DEMAND

Plaintiff, on behalf of the Class, hereby demands a jury trial on all causes of action that can be heard by a jury

Respectfully submitted,

December 17, 2021 HAGENS BERMAN SOBOL SHAPIRO LLP

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11 King of Prussia, PA 19406
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13 *Attorneys for BARBARA LINHART, on*
14 *behalf of herself and all others similarly*
15 *situated*
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EXHIBIT 1

You're
a policy
owner now.

JAMES LINHART

Your policy number: 62 970 515

Your policy date: AUGUST 1, 2007

www.newyorklife.com

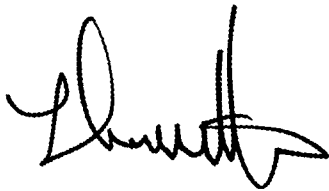
Dear Policy Owner,

Thank you for choosing New York Life for your life insurance coverage. For more than 170 years, we have kept promises to millions of individuals, families, and business owners who have counted on our strength and superior service for the peace of mind that comes from having a secure financial future. Today, we make that same promise to you.

While your policy is a legal document, we have prepared it in the clearest language possible. In addition, in the back of this package there is a section entitled "Some basics about your policy." Here you will find explanations about the different features of your life insurance, along with information about making changes and submitting a claim.

Of course, whenever you have any questions or need help with any aspect of this policy or any other product you may own, your New York Life agent is available to assist you. He or she has the most up-to-date information about your coverage, as well as the training and expertise to guide you through the range of solutions and services we offer to meet your changing needs.

Congratulations on making this important decision to protect your future. It's a privilege to have you as part of our community of policy owners. You can be certain we will be there for you whenever you need us.

A handwritten signature in black ink, appearing to read "Ted Mathas", with a stylized, flowing script.

Ted Mathas
Chief Executive Officer

INSURED - JAMES LINHART
POLICY NUMBER - 62 970 515
POLICY DATE - AUGUST 1, 2007

New York Life Insurance and Annuity Corporation

(A Delaware Corporation)

The Corporation will pay the benefits of this policy in accordance with its provisions. The pages that follow are also a part of this policy.

Right to Examine Policy. Please examine your policy. Within 10 days after delivery, you can return the policy to the Corporation, to the agent through whom it was purchased, with a written request for a refund of premium. Upon such a request, the policy will be void from the start, and a full premium refund will be made within 30 days from the date we are notified.

Payment of Premiums. While this policy is in force, premiums can be paid at any time before the Policy Anniversary on which the Insured is age 121, and while the Insured is living. They can be paid at any interval or by any method we make available, subject to any limitations set forth in the Premiums section. The amount and interval of Planned Premiums, as stated in the application for this policy, are shown on the Policy Data page.

Effective Date of Coverage. Life insurance benefit coverage under this policy will take effect on the later of the Policy Date or the date we receive your initial premium payment.

Illustrative Report to Owner. On request, we will furnish you with an illustrative report which, based on the then current non-guaranteed factors, shows the results for at least the next 20 years, but not beyond the Policy Anniversary nearest the Insured's age 121. We will not charge a fee for the first report provided during the year. However, a reasonable fee may be charged, not to exceed \$30, for any additional reports we may provide on request. Each report will take into account the Account Value of the policy when the report is prepared, the interest rates, the maximum Cost of Insurance Rates, and any other fees and charges in effect at that time. This report will also give you other facts required by state law or regulation.



Chief Executive Officer



Secretary

Universal Life Insurance Policy

Adjustable Life Insurance Benefits-Flexible Premium Payments.
Proceeds Payable at Insured's Death.
Interest Credited on Account Value at Rate Set by Corporation.
No Premiums Payable on or After Age 121.

Policy is Non-Participating.

INSURED -- JAMES LINHART

INSURED'S AGE
AT ISSUE -- 65 MALE

POLICY NUMBER -- 62 970 515

POLICY DATE -- AUGUST 1, 2007
ISSUE DATE -- AUGUST 23, 2007

INSURED'S CLASS
OF RISK -- PREFERRED NON-SMOKER

PLAN -- NYLIAC PROTECTOR® 2005

INITIAL FACE AMOUNT -- \$350,000.00

LIFE INSURANCE BENEFIT OPTION -- 1

OWNER-- INSURED

BENEFICIARY (subject to change)
AS DESIGNATED ON APPLICATION, OR AS SUBSEQUENTLY CHANGED
IN ACCORDANCE WITH THE CHANGE OF BENEFICIARY PROVISIONS

ADDITIONAL BENEFITS

POLICY NUMBER -- 62 970 515

INSURED -- JAMES LINHART

INITIAL PREMIUM PAID (INCLUDING THE FIRST PLANNED PREMIUM, IF APPLICABLE) - \$1,506.30

PLANNED PREMIUM: \$502.10 PAYABLE AT MONTHLY INTERVALS *
BEGINNING AS OF 08-01-2007
TARGET PREMIUM**: \$12,090.00

PERCENT OF PREMIUM EXPENSE CHARGE NOT TO EXCEED 10% OF ANY PREMIUM PAID

MONTHLY DEDUCTION CHARGE CONSISTS OF:

- MONTHLY COST OF INSURANCE FOR BASE POLICY
- AN ADMINISTRATIVE FEE NOT TO EXCEED \$12.00
- A MONTHLY PER THOUSAND FACE AMOUNT CHARGE NOT TO EXCEED \$.10 PER THOUSAND OF FACE AMOUNT OF THE BASE POLICY.
HOWEVER, IN NO EVENT WILL THIS CHARGE EXCEED \$10.00 PER MONTH.
- MONTHLY COST FOR ANY RIDERS

MONTHLY DEDUCTION DAY FIRST DAY OF EACH CALENDAR MONTH.

* PREMIUM PAYMENTS:

PREMIUM PAYMENTS CANNOT BE MADE ON OR AFTER THE POLICY ANNIVERSARY ON WHICH THE INSURED IS AGE 121, WHICH IS AUGUST 1, 2063
UNLESS A NO LAPSE GUARANTEE IS IN EFFECT, COVERAGE WILL EXPIRE WHEN THE ACCOUNT VALUE LESS SURRENDER CHARGES AND LESS ANY UNPAID LOAN AND ACCRUED LOAN INTEREST IS INSUFFICIENT TO COVER A MONTHLY DEDUCTION.

** TARGET PREMIUM:

THE TARGET PREMIUM IS USED TO DETERMINE THE AMOUNT OF PREMIUM EXPENSE CHARGE DEDUCTED FROM YOUR POLICY PREMIUM PAYMENTS DURING EACH POLICY YEAR.
THE TARGET PREMIUM WILL CHANGE IF THE FACE AMOUNT OF THIS POLICY IS INCREASED OR DECREASED.

POLICY NUMBER -- 62 970 515

INSURED -- JAMES LINHART

INTEREST CREDITING:**GUARANTEED INTEREST RATE: 3%****CURRENT INTEREST RATE:**

A BASE INTEREST RATE WILL BE DECLARED BY THE COMPANY PERIODICALLY AND ADDITIONAL AMOUNTS WILL BE ADDED TO THE BASE RATE DEPENDING ON THE POLICY YEAR AND BAND. THE TABLE BELOW SHOWS THE ADDITIONAL AMOUNTS TO BE ADDED TO THE BASE RATE PROVIDED THE BASE RATE IS AT LEAST 3 % FOR ALL BANDS AND YEARS.

IN THE EVENT WE DECLARE A BASE RATE BELOW 3%, THE ADDITIONAL AMOUNTS SHOWN BELOW WILL NOT APPLY AND THE INTEREST RATE CREDITED AT ANY POLICY YEAR OR BAND IS GUARANTEED TO BE AT LEAST 3%.

Policy Year	Face Amount Band \$25,000-99,999	Face Amount Band \$100,000-499,999	Face Amount Band \$500,000-999,999	Face Amount Band \$1,000,000 & over
1-15	0.00%	0.10%	0.30%	0.30%
16+	1.40%	1.50%	1.60%	1.60%

INTEREST RATES ABOVE 3% ARE NOT GUARANTEED.

ACCOUNT VALUE AND LOANS:

THE PORTION OF THE ACCOUNT VALUE THAT SECURES THE AMOUNT OF ANY UNPAID LOAN WILL RECEIVE INTEREST AT A RATE THAT IS NEVER LESS THAN 2% LOWER THAN THE EFFECTIVE ANNUAL LOAN INTEREST RATE. THE INTEREST RATE CAN BE CHANGED PERIODICALLY BUT IN NO EVENT WILL IT BE LESS THAN THE MINIMUM GUARANTEED RATE OF 3%.

IF THE INSURED'S ISSUE AGE IS 18 OR OVER, THE MORTALITY TABLE REFERRED TO IN SECTION 8.14 IS THE COMMISSIONERS' 2001 STANDARD ORDINARY MALE OR FEMALE, SMOKER OR NONSMOKER, TABLES OF MORTALITY, ANB. FOR ISSUE AGES UNDER 18 THE MORTALITY TABLE IS THE COMMISSIONERS' 2001 STANDARD ORDINARY MALE OR FEMALE, COMPOSITE TABLE OF MORTALITY, ANB.

THE INTEREST RATE REFERRED TO IN SECTION 8.14 IS 3% PER YEAR.

THE MINIMUM FACE AMOUNT FOR THIS POLICY IS \$25,000.

POLICY NUMBER -- 62 970 515

INSURED -- JAMES LINHART

SURRENDER CHARGE \$15,540.00 @

TABLE OF MAXIMUM SURRENDER CHARGES

<u>Policy Year</u>	<u>Percentage Applied</u>	<u>Maximum Surrender Charges</u>
1	50%	\$15,540.00
2	50%	\$15,540.00
3	50%	\$15,540.00
4	50%	\$15,540.00
5	47.5%	\$14,763.00
6	45%	\$13,986.00
7	42.5%	\$13,209.00
8	40%	\$12,432.00
9	37.5%	\$11,655.00
10	35%	\$10,878.00
11	32.5%	\$10,101.00
12	30%	\$9,324.00
13	27.5%	\$8,547.00
14	25%	\$7,770.00
15	20%	\$6,216.00
16	17.5%	\$5,439.00
17	15%	\$4,662.00
18	10%	\$3,108.00
19	7.5%	\$2,331.00
20+	0%	\$0.00

THIS TABLE APPLIES TO THE INITIAL FACE AMOUNT FOR THE NUMBER OF YEARS SHOWN ABOVE. ADDITIONAL CHARGES WILL APPLY TO EACH INCREASE IN THE INITIAL FACE AMOUNT AFTER THE EFFECTIVE DATE OF THE INCREASE. A NEW TABLE WILL BE PROVIDED IF THE FACE AMOUNT IS INCREASED.

@ THE SURRENDER CHARGE WILL CHANGE IF THE FACE AMOUNT OF THIS POLICY IS INCREASED OR DECREASED.

THE SURRENDER CHARGE IS CALCULATED AS THE LESSER OF:

(A) FIFTY PERCENT OF THE FOLLOWING: CUMULATIVE PREMIUMS PAID LESS THE CUMULATIVE MONTHLY ADMINISTRATIVE CHARGES TAKEN AND LESS ANY CUMULATIVE NO LAPSE GUARANTEE RIDER CHARGES TAKEN, OR
(B) THE MAXIMUM SURRENDER CHARGE SHOWN IN THE LAST COLUMN OF THE TABLE ABOVE.

A \$25.00 SERVICE CHARGE IS TAKEN FOR EACH PAYMENT OF PARTIAL CASH SURRENDER VALUE BENEFITS. THE MINIMUM PARTIAL SURRENDER AMOUNT IS \$500.00.

POLICY NUMBER -- 62 970 515

INSURED -- JAMES LINHART

TABLE OF PERCENTAGES FOR LIFE INSURANCE BENEFIT
FOR COMPLIANCE WITH IRC SECTION 7702
CASH VALUE ACCUMULATION TEST (CVAT)

POLICY YEAR	PERCENT OF ACCOUNT VALUE	POLICY YEAR	PERCENT OF ACCOUNT VALUE
001	190%	041	100%
002	185%	042	100%
003	180%	043	100%
004	176%	044	100%
005	172%	045	100%
006	167%	046	100%
007	163%	047	100%
008	160%	048	100%
009	156%	049	100%
010	153%	050	100%
011	149%	051	100%
012	146%	052	100%
013	143%	053	100%
014	140%	054	100%
015	138%	055	100%
016	135%	056	100%
017	133%		
018	131%		
019	129%		
020	127%		
021	125%		
022	123%		
023	122%		
024	120%		
025	119%		
026	118%		
027	117%		
028	116%		
029	115%		
030	113%		
031	112%		
032	111%		
033	109%		
034	107%		
035	104%		
036	100%		
037	100%		
038	100%		
039	100%		
040	100%		

POLICY NUMBER -- 62 970 515

INSURED -- JAMES LINHART

TABLE OF GUARANTEED MAXIMUM MONTHLY COST OF INSURANCE RATES
(PER \$1,000 OF NET AMOUNT AT RISK)

MALE

PREFERRED NON-SMOKER CLASSIFICATION

POLICY YEAR		POLICY YEAR	
001	1.30000	041	52.55000
002	1.43000	042	56.37000
003	1.56000	043	60.64000
004	1.71000	044	65.44000
005	1.85000	045	70.86000
006	2.03000	046	77.04000
007	2.24000	047	83.33000
008	2.50000	048	83.33000
009	2.79000	049	83.33000
010	3.08000	050	83.33000
011	3.41000	051	83.33000
012	3.77000	052	83.33000
013	4.19000	053	83.33000
014	4.68000	054	83.33000
015	5.25000	055	83.33000
016	5.87000	056	83.33000
017	6.59000		
018	7.35000		
019	8.18000		
020	9.10000		
021	10.14000		
022	11.32000		
023	12.62000		
024	14.04000		
025	15.57000		
026	17.20000		
027	18.76000		
028	20.42000		
029	22.22000		
030	24.16000		
031	26.24000		
032	28.21000		
033	30.35000		
034	32.71000		
035	35.30000		
036	38.18000		
037	40.53000		
038	43.12000		
039	45.97000		
040	49.11000		

THESE MAXIMUMS WILL BE INCREASED BY ANY FLAT EXTRA CHARGES THAT APPLY.

WE & YOU

In this policy, the words "we", "our" or "us" 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, the Insured's full name, and your current address.

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TWO	OWNER AND BENEFICIARY	5
THREE	POLICY CHANGES	6
FOUR	PREMIUMS	7
FIVE	ACCOUNT VALUE AND LOANS	10
SIX	CALCULATION OF COST OF INSURANCE	13
SEVEN	PAYMENT OF POLICY PROCEEDS	14
EIGHT	GENERAL PROVISIONS	15

APPLICATION - Attached to the Policy

RIDERS OR ENDORSEMENTS
(IF ANY) - Attached to the Policy

Note: This policy is a legal contract between the policyowner and the Corporation.
PLEASE READ THIS POLICY CAREFULLY FOR FULL DETAILS.

SECTION ONE - LIFE INSURANCE BENEFITS

- 1.1 Life Insurance Benefit** We will pay the life insurance proceeds to the beneficiary promptly when we have proof that the Insured died on or after the Effective Date of this policy, subject to all of this policy's provisions. A claim for the life insurance proceeds must be made in writing to our Service Office or any other location that we indicate to you in writing.
- 1.2 Amount Of Life Insurance Proceeds** The amount of life insurance proceeds payable under this policy consists of the Life Insurance Benefit of the policy, defined in Section 1.3 below, plus the death benefit payable under any riders in effect on the Insured on the date of the Insured's death, less any unpaid loan and accrued loan interest. The Life Insurance Benefit is based on the Life Insurance Benefit Option in effect and the policy's initial Face Amount shown on the Policy Data page, and will also reflect any changes to the Face Amount made in accordance with the provisions of this policy.
- 1.3 Age 121 Policy Anniversary** Beginning on the Policy Anniversary on which the Insured is age 121:
- If the Account Value is less than the Life Insurance Benefit, it will be increased to equal the Life Insurance Benefit. The Life Insurance Benefit will not be changed.
 - No further Planned or Unplanned Premiums will be allowed and no further monthly deductions will be made from the Account Value.
 - The Account Value will continue to accumulate at interest.
 - Loan interest will continue to accrue at the current loan interest rate but no new policy loans can be requested.
 - Partial surrenders will continue to be allowed.
 - Changes to the Life Insurance Benefit Option will not be allowed.
 - The policy can be surrendered for its Cash Surrender Value proceeds by submitting to us a signed written request that gives us the information we need.
 - Any insurance on an Other Covered Insured, provided by a rider attached to the policy, that is still in effect, will end. However, if an Other Covered Insured is younger than age 70 when the rider ends, the owner can convert the term insurance at that time as described in the rider.
 - Any other riders attached to the policy will also end.
- 1.4 Life Insurance Benefit Options** The Life Insurance Benefit payable under this policy will be determined in accordance with one of the following options. See Policy Data Page 2.2 for a table of the percentages referenced below.
- Option 1** - This option provides a Life Insurance Benefit equal to the greater of the Face Amount of the policy or a percentage of the Account Value equal to the minimum necessary for this policy to qualify as life insurance under Section 7702 of the Internal Revenue Code, as amended.
- Option 2** - This option provides a Life Insurance Benefit equal to the greater of the Face Amount of the policy plus the Account Value or a percentage of the Account Value equal to the minimum necessary for this policy to qualify as life insurance under Section 7702 of the Internal Revenue Code, as amended.
- Option 3** - This option provides a Life Insurance Benefit equal to the greater of the Face Amount of the policy plus the Adjusted Total Premium, or a percentage of the Account Value equal to the minimum necessary for this policy to qualify as life insurance under Section 7702 of the Internal Revenue Code, as amended. See Section 4.6 for an explanation of the Adjusted Total Premium.

SECTION TWO - OWNER AND BENEFICIARY

- 2.1 Owner** The owner of this policy is shown on the Policy Data page. In this policy, the words “you” and “your” refer to the owner.
- 2.2 Change Of Ownership** You can change the owner of this policy in a form we provide. The form and any other requirements must be completed and signed by you. This change will take effect as of the date you signed the form, subject to any payment we made or action we took before recording the change. When this change takes effect, all rights of ownership will pass to the new owner. Changing the owner or successor owner cancels any prior choice of owner or successor owner, but does not change the beneficiary.
- 2.3 Successor Owner** A successor owner can be named in the application, or in a form we provide. The form and any other requirements must be completed and signed by you. If you die before the successor owner, the successor owner will become the new owner. If no successor owner survives you and you die before the Insured, your estate becomes the new owner.
- 2.4 Beneficiary** The beneficiary for any life insurance proceeds is the person or entity named in the application, or in a notice you sign that gives us the information we need. If more than one beneficiary is named, they can be classed as first, second, and so on. If 2 or more are named in a class, their share in the proceeds is equal, unless you state otherwise. The stated shares will be paid to any first beneficiaries who survive the Insured. If no first beneficiaries survive, payment will be made to any beneficiary surviving in the second class, and so on.
- If no beneficiary for either all or part of the proceeds survives the Insured, the right to those proceeds will pass to you. If you are deceased, this right will pass to your estate.
- 2.5 Change Of A Beneficiary** While the Insured is living, you can change a beneficiary by notifying us in writing. The notice must clearly state the beneficiary designation, be signed by you, and include the policy number and the name of the Insured. This change will take effect as of the date you signed the notice, subject to any payment we made or action we took before recording the change. For example, if we make any payment before we record the change, we will not have to make the payment again.
- 2.6 Simultaneous Death Of Owner And Beneficiary** Unless stated otherwise in the policy or in your signed notice that is in effect at the Insured's death, if any beneficiary dies at the same time as the Insured or within 15 days after the Insured but before we receive proof of the Insured's death, we will pay the proceeds as though that beneficiary died first.

SECTION THREE - POLICY CHANGES

3.1 Policy Changes You can apply in writing to increase or decrease the policy Face Amount (without changing the Life Insurance Benefit Option), or to change the Life Insurance Benefit Option within the limits stated in Section 3.4. Changes can only be made while the Insured is living, and only if this policy would continue to qualify as Life Insurance as defined under Section 7702 of the Internal Revenue Code, as amended. See Section 5.5 for further information regarding decreases in Face Amount and changes in the Life Insurance Benefit Option.

3.2 Policy Face Amount Increases You can increase the policy Face Amount, only once per policy year, subject to a \$5,000 minimum and a maximum not to exceed our policy retention limits. To increase the Face Amount, you must send us your written application, also signed by the Insured, together with any proof of insurability that we require. Any increase will take effect on the Monthly Deduction Day on or next following the date we approve the application for the increase.

The Cost of Insurance for each increase will be based on the Insured's age, gender, and class of risk at the time the increase takes effect. A new set of Surrender Charges will apply to the increased Face Amount. They will be shown on new Policy Data pages we will send you when the increase takes effect. New Contestable and Suicide Exclusion periods will apply for the increase, beginning on the effective date of the increase. See Sections 8.3 and 8.4.

3.3 Policy Face Amount Decreases You can decrease the policy Face Amount, only once per policy year, provided the new Face Amount meets the minimum face amount requirements shown on the Policy Data page. Any decrease will take effect on the Monthly Deduction Day on or next following the date we receive your signed request.

The decrease will first be applied to reduce the most recent Face Amount increase. It will then be applied to reduce other Face Amount increases in the reverse order in which they took place, and then to decrease the initial Face Amount.

When the Face Amount is decreased, we will deduct any applicable Surrender Charge from the Account Value. The Surrender Charge deduction will be equal to the difference between the Surrender Charge immediately before the decrease and the Surrender Charge immediately after the decrease. In assessing this Surrender Charge, we first take into account the Surrender Charge associated with any Face Amount increases in the reverse order made, and then the initial Face Amount.

SECTION THREE - POLICY CHANGES (Continued)

- 3.4 Life Insurance Benefit Option Changes** Life Insurance Benefit Option changes will take effect on the Monthly Deduction Day on or next following the date we receive your signed request.

If you change from Option 1 to Option 2, the Face Amount of the policy will be decreased by the Account Value, and any applicable Surrender Charge will be deducted.

If you change from Option 2 to Option 1, the Face Amount will be increased by the Account Value.

Changes to Option 3 will not be allowed at any time. However, you can change from Option 3 to Options 1 or 2. If you change from Option 3 to Option 1 the Face Amount will be increased by the Adjusted Total Premium. If you change from Option 3 to Option 2 the Face Amount will be increased by the Adjusted Total Premium and decreased by the Account Value, and any applicable Surrender Charge will be deducted. The Adjusted Total Premium is described in more detail in Section 4.6.

You can change the Life Insurance Benefit Option of this policy only once per policy year. Changes in the Life Insurance Benefit Option that would cause the Face Amount to fall below the minimum amount requirement for this policy shown on the Policy Data page will not be permitted.

SECTION FOUR - PREMIUMS

- 4.1 Premium Payments** You can make premium payments at any interval or by any method we make available at any time before the Policy Anniversary on which the Insured is age 121, and while the Insured is living. You can pay Planned Premiums and/or Unplanned Premiums. See Sections 4.2 and 4.3. Premiums are payable at our Service Office or at any other location that we indicate to you in writing. The Account Value and Life Insurance Benefit under this policy are based on the amount and interval of the premiums that have been received by us. Please refer to the Account Value and Loans section of this policy for full details.

- 4.2 Planned Premium** Planned Premium refers to the amount and frequency of premium payments you selected for your premium payment schedule. The amount and interval of any Planned Premiums, as stated in the application, are shown on the Policy Data pages. The first Planned Premium is payable as of the Policy Date. A Planned Premium does not have to be paid to keep this policy in force provided the Cash Surrender Value is sufficient to cover the charges made on the Monthly Deduction Day. Payment of a Planned Premium does not guarantee that coverage will remain in force. The amount and frequency of any Planned Premium can be increased or decreased subject to the limits we set. However, in no event can the Planned Premium be an amount that would jeopardize the policy continuing to qualify as Life Insurance, as defined under Section 7702 of the Internal Revenue Code, as amended. Planned Premiums cannot be paid on or after the Policy Anniversary on which the Insured is age 121.

SECTION FOUR - PREMIUMS (Continued)

4.3 Unplanned Premiums Unplanned Premiums are premium payments you can make in addition to or in place of a Planned Premium. You can make an Unplanned Premium payment up to 12 times per policy year provided the Unplanned Premium payment is at least \$50. It cannot be an amount that would jeopardize the policy continuing to qualify as Life Insurance as defined under Section 7702 of the Internal Revenue Code, as amended. This limitation is further described in Section 4.4 below. The Insured must be living and payment must be made prior to the Policy Anniversary on which the Insured is age 121. If an Unplanned Premium payment would result in an increase in the Life Insurance Benefit greater than the increase in the Account Value, we will require proof of insurability before accepting that payment and applying it to the policy.

4.4 Premium Payment Limitations In addition to the limits described in Sections 4.1, 4.2 and 4.3, Premium Payments are also limited by the premium test choice you made when you applied for this policy. These premium tests are used to determine whether an insurance policy meets the definition of life insurance under Section 7702 of the Internal Revenue Code, as amended.

1. The Guideline Premium Test (or GPT) allows you to maintain a higher level of Account Value in relation to the death benefit. If you chose this test and the premium you pay during any policy year exceeds the maximum permitted under this Internal Revenue Code test, we will return any such excess within 60 days after the end of the policy year, with interest at a rate of not less than the guaranteed rate shown on the Policy Data page.
2. The Cash Value Accumulation Test (or CVAT) allows you to maintain a higher level of death benefit in relation to Account Value.

The test you chose is shown on Policy Data Page 2.2 and cannot be changed.

4.5 Premium Expense Charge A Premium Expense Charge is deducted from each Planned and Unplanned Premium when that payment is received. This charge will not exceed the percentage shown on the Policy Data page.

4.6 Adjusted Total Premium The Adjusted Total Premium is equal to the total Planned and Unplanned Premium payments made, less the total partial surrenders taken under the policy. Reductions in premium payments due to partial surrenders will never cause this amount to be less than zero. The Adjusted Total Premium is used to calculate the Life Insurance Benefit under Life Insurance Benefit Option 3.

SECTION FOUR - PREMIUMS (Continued)

- 4.7 Late Period** If, on a Monthly Deduction Day, the Cash Surrender Value is less than the Monthly Deduction Charge for the next policy month, the policy will continue for a Late Period of 62 days after that Monthly Deduction Day. If we do not receive payment before the end of the Late Period, the policy will end and there will be no more benefits under the policy or any attached riders. To inform you of this event, we will mail a notice to you at your last known address at least 31 days before the end of the Late Period. We will also mail a copy of the notice to the last known address of any assignee on our records.

If the Insured dies during the Late Period, we will pay the life insurance proceeds to the beneficiary. These proceeds will be reduced by the amount of any unpaid loan and accrued loan interest and the Monthly Deduction Charges for the full policy month or months that run from the beginning of the Late Period through the policy month in which the Insured died.

- 4.8 Reinstatement** Within 5 years after this policy has ended, you can apply, in writing, to reinstate the policy (and any other benefits provided by riders) if you did not surrender it. If the required payment is made within 31 days after the end of the Late Period, no proof of insurability is required. If not, when you apply for reinstatement, you must provide proof of insurability that is acceptable to us.

To reinstate this policy, a payment that is sufficient to keep this policy in force for at least 2 months must be made. This payment will be in lieu of the payment of all premiums in arrears. Any unpaid loan must also be repaid, together with loan interest at the current loan interest rate compounded once each year from the end of the Late Period to the date of reinstatement.

If this policy is reinstated, we will reinstate the Account Value and Surrender Charge corresponding to the date of reinstatement. The Table of Maximum Surrender Charges and the Surrender Charge that are applicable at the time of reinstatement will be the same as they would have been had the policy not lapsed.

The date of reinstatement is the Monthly Deduction Day on or next following the date we approve your signed request for reinstatement.

SECTION FIVE - ACCOUNT VALUE AND LOANS

- 5.1 Account Value** On the Policy Date, the Account Value is determined by subtracting the Monthly Deduction Charge and the Premium Expense Charge from the initial premium, if the initial premium was paid by the Policy Date.

On each Monthly Deduction Day after the Policy Date, the Account Value is determined as follows:

1. From the Account Value as of the prior Monthly Deduction Day, subtract any partial Cash Surrender Value benefits paid, less any service or other charges made since that day.
2. Add all premium payments received since the prior Monthly Deduction Day less any Premium Expense Charges.
3. Add to this sum any interest credited for the prior month.
4. Subtract the Monthly Deduction Charge.

On any other day, the Account Value is determined as follows:

1. From the Account Value, as of the prior Monthly Deduction Day, subtract any partial Cash Surrender Value benefits paid, less any service or other charges made since that day.
2. Add all premium payments received since the prior Monthly Deduction Day, less any Premium Expense Charge.
3. Add to this sum any interest credited to the Account Value for the number of days since the prior Monthly Deduction Day.

- 5.2 Interest Crediting** Interest is credited to the Account Value. This interest is based on a rate(s) of interest that we declare periodically. Such rate(s) will be declared at least once annually and will never be less than the guaranteed rate shown on the Policy Data page.

We begin crediting interest on any premium payment, after deducting the applicable Premium Expense Charge, on the date that the premium payment is received by our Service Office.

- 5.3 Full Surrender** When this policy has Account Value, and while the Insured is living, you can surrender it for the Cash Surrender Value. The definition of Cash Surrender Value as used in this policy is the amount you will receive if you surrender the policy. The Cash Surrender Value is equal to the Account Value less any Surrender Charges during the period of time that Surrender Charges apply, and will be reduced by any unpaid loan and accrued loan interest. A Table of Maximum Surrender Charges is shown on Policy Data page 2.1. The Account Value and the Surrender Charges will be calculated as of the date on which we receive your signed request. All insurance will end on the date we receive your surrender request.

- 5.4 Partial Surrender** You can request a partial surrender by sending us your signed request at our Service Office. This request must be received while the Insured is living. The lesser of \$500 of Cash Surrender Value or an amount equal to 2 Monthly Deduction Charges must remain after we pay this amount. The minimum partial surrender amount is shown on the Policy Data page.

SECTION FIVE - ACCOUNT VALUE AND LOANS (Continued)

When you take a partial surrender, the Account Value and Cash Surrender Value will be reduced by the amount of the surrender.

For policies where Life Insurance Benefit Option 1 is in effect, the Face Amount will be reduced by the difference between:

- (a) the amount of the surrender; and
- (b) the greater of:
 - (i) the Account Value of the policy immediately prior to the surrender, minus the Face Amount divided by the applicable percentage, as shown on Policy Data page 2.2, for the Insured's age at the time of surrender, or
 - (ii) zero.

If the above results in zero or a negative amount, there will be no adjustment in the Face Amount.

For policies where Life Insurance Benefit Option 2 is in effect, a partial surrender will not affect the Face Amount.

If Life Insurance Benefit Option 3 is in effect, the Adjusted Total Premium will be reduced by the amount of the surrender proceeds. A reduction of the Adjusted Total Premium will never cause the Adjusted Total Premium to be less than zero.

For policies where Life Insurance Benefit Option 3 is in effect and the Adjusted Total Premium amount is less than the amount of the surrender, the Face Amount of the policy will be reduced by the difference between:

- (a) the amount of the surrender less the Adjusted Total Premium amount immediately prior to the surrender; and
- (b) the greater of:
 - (i) the Account Value of the policy immediately prior to the surrender, less the Adjusted Total Premium, minus the Face Amount divided by the applicable percentage shown on Policy Data Page 2.2, for the Insured's age at the time of surrender, or
 - (ii) zero.

If the above results in zero or a negative amount, there will be no adjustment in the Face Amount.

Any decrease in Face Amount caused by payment of this benefit will first be applied against the most recent increase in the Face Amount. It will then be applied to other increases in the Face Amount in the reverse order in which they took place, and then to the initial Face Amount.

Proceeds from a partial surrender will be determined as of the date we receive your signed request at our Service Office in any method acceptable to us. Each time you make a partial surrender of the Cash Surrender Value, we will deduct a service charge from the Account Value that remains under this policy. If a partial surrender would cause the policy Face Amount to drop below our minimum Face Amount, we reserve the right to require a full surrender. The amount of the service charge and the minimum Face Amount are shown on the Policy Data page.

- 5.5 Surrender Charge** For the number of years shown on Policy Data page 2.1, a Surrender Charge will be deducted from the Account Value when there is a full surrender and any time the Face Amount is decreased, whether due to a partial surrender of the Cash Surrender Value, a change in the Life Insurance Benefit Option or requested decreases in the Face Amount. The Surrender Charge applied will be based on a percent of premiums paid but will never be more than the maximum charges shown in the Table of Maximum Surrender Charges on Policy Data page 2.1. A separate Surrender Charge is calculated for the initial Face Amount and for each increase in the Face Amount.

SECTION FIVE - ACCOUNT VALUE AND LOANS (Continued)

After the policy has been in force for 5 years, we will not apply a Surrender Charge to any partial surrender of the Cash Surrender Value. Rather, we will hold any applicable Surrender Charges in escrow until the end of the Surrender Charge period or until you surrender your policy for its Account Value during the Surrender Charge period. If you surrender your policy at any time before the end of the Surrender Charge period the charges held in escrow will be deducted from our payment. The amount of charges we may be holding in escrow will not reduce the Account Value of your policy, but will reduce the Cash Surrender Value.

- 5.6 Loan Value** You can borrow any amount up to the loan value of this policy using this policy as sole security. The loan value on any given date is equal to the Cash Surrender Value, less one Monthly Deduction Charge, and less loan interest on the new loan and any outstanding loans to the next Monthly Deduction Day.
- 5.7 Loan Interest** Loan interest accrues each day and is payable on the anniversary, the date of death, the date of surrender, the date the policy ends, or on the date of a loan increase or loan repayment and any other date we specify. Loan interest not paid when due will become part of the loan and will also bear interest.
- 5.8 Loan Interest Rate** Unless we set a lower rate for any period, the effective annual loan interest rate is 6%, which is payable in arrears. Loan interest for the policy year in which a loan is taken will be due on the next policy anniversary.

If we have set a rate lower than 6% per year, any subsequent increase in the interest rate will be subject to the following conditions:

- (1) The effective date of any increase in the interest rate shall not be earlier than one year after the effective date of the establishment of the previous rate.
- (2) The amount by which the interest rate can be increased will not exceed one percent per year, but the rate of interest shall in no event ever exceed 6%.
- (3) We will give notice of the interest rate in effect when a loan is made and when sending notice of loan interest due.
- (4) If a loan is outstanding 40 days or more before the effective date of an increase in the interest rate, we will notify you of that increase at least 30 days prior to the effective date of the increase.
- (5) We will give notice of any increase in the interest rate when a loan is made during the 40 days before the effective date of the increase.

- 5.9 Loan Repayments** All or part of an unpaid loan and accrued loan interest can be repaid before the Insured's death or before we pay the full Cash Surrender Value benefit. We will deduct any unpaid loan and accrued loan interest when life insurance or full Cash Surrender Value proceeds are paid.

If a loan is outstanding when full Cash Surrender Value proceeds are paid, the Cash Surrender Value reflects a deduction of any outstanding policy loan and accrued loan interest. It may happen in a given policy year that, based on the loan interest rate in effect when that year began (ignoring any subsequent increase in the rate during that year), any unpaid loan plus accrued loan interest exceeds the Account Value of this policy less Surrender Charges. In that event, we will mail a notice to you at your last known address, and a copy to the last known assignee on our records. If the excess of the unpaid loan plus accrued loan interest over the Account Value less Surrender Charges is not paid within that 31 days, all insurance will end 31 days after the date on which we mail that notice to you.

However, if a higher interest rate or rates take effect during the policy year, this policy will not end any sooner than it would have if the rate had not changed.

SECTION FIVE - ACCOUNT VALUE AND LOANS (Continued)

- 5.10 Loan and Surrender Payment Deferral** We can defer paying you any partial or full Cash Surrender Value benefits, or defer any loan proceeds except to pay a premium due us, for up to 6 months from the date we receive your request. Interest will be paid on any amount deferred beyond that date. We will set the interest rate to a rate that will not be less than required by law.

SECTION SIX - CALCULATION OF COST OF INSURANCE

- 6.1 Monthly Deductions** On each Monthly Deduction Day, the following deductions are made:

- (a) the monthly Cost of Insurance for this policy;
- (b) the monthly cost for any riders attached to this policy;
- (c) the monthly per thousand Face Amount charge that will not exceed the amount shown on the Policy Data pages;
- (d) an administrative fee that will not exceed the amount shown on the Policy Data pages.

In some cases, an extra deduction may be required due to an Insured's medical condition, occupation, motor vehicle or aviation record. These deductions are referred to as flat extras. The amount and duration of these flat extras, if any, are shown in a footnote on the Policy Data pages.

The Monthly Deduction Day for this policy is shown on the Policy Data pages. The first Monthly Deduction Day is the Issue Date of the policy. If the Issue Date and the Policy Date of the policy are different, deductions made on the Issue Date will include the monthly deductions that would have been made on each Monthly Deduction Day for the period from the Policy Date to the Issue Date, as if the policy were issued on the Policy Date.

- 6.2 Cost Of Insurance Calculation** The Cost of Insurance is calculated each month on each Monthly Deduction Day. We do this even if a premium payment is not made in that month. The monthly Cost of Insurance for the initial Face Amount of insurance and for each subsequent increase in this amount is calculated separately. The monthly Cost of Insurance for each such amount of insurance is equal to (1) multiplied by the result of (2) minus (3), where:

- (1) is the monthly Cost of Insurance rate per \$1,000 of insurance;
- (2) is the number of thousands of Life Insurance Benefit (as defined in the applicable Option 1, Option 2 or Option 3 in Section One) divided by 1.00246627; and
- (3) is the number of thousands of Account Value as of the Monthly Deduction Day (before this Cost of Insurance and the monthly cost of any Monthly Deduction Waiver rider, and after any applicable administrative fee and the monthly cost of any other riders, are subtracted).

The Net Amount at Risk is (2) minus (3).

If there have been one or more increases in the Face Amount, the Account Value is part of the Life Insurance Benefit based on the initial Face Amount. If the Account Value exceeds this benefit, the excess shall then be considered part of each additional increase in the Face Amount in the order that these increases were made.

SECTION SIX - CALCULATION OF COST OF INSURANCE**(Continued)**

- 6.3 Cost Of Insurance Rate** The rates used to calculate the Cost of Insurance for the initial Face Amount and for each increase in the Face Amount are based on the Insured's age, gender and class of risk at the time the Face Amount or increase took effect. The monthly rates that apply to the Cost of Insurance for the initial Face Amount at all ages will not be greater than the maximum rates shown in the Table of Guaranteed Maximum Monthly Cost of Insurance Rates attached to this policy. The actual rate will be set by us, in advance, at least once a year. Any change in the Cost of Insurance rate will be on a uniform basis for Insureds of the same classification, such as attained age, gender and risk classification. Any change in these rates will be based on future expectations for items such as investment earning, mortality, persistency and expenses.
- 6.4 Monthly Rider Costs** The monthly cost of any rider attached to this policy is described on the Policy Data pages.

SECTION SEVEN - PAYMENT OF POLICY PROCEEDS

- 7.1 Payment of Policy Proceeds** The proceeds of this policy will be paid in one sum, or if elected, all or part of these proceeds can be placed under any of the options described in this section.

Any life insurance proceeds paid in one sum will bear interest compounded each year from the Insured's death to the date of payment. We set the interest rate each year to a rate that will not be less than required by law.

When any payment under an option would be less than \$100, we can pay any unpaid amount or present value in one sum.

- 7.2 Proceeds At Interest Options 1A and 1B** The policy proceeds can be left with us at interest. We will set the interest rate each year. This rate will be at least 3% per year.

For the Interest Accumulation Option (Option 1A), we credit interest each year on the amount we still have. This amount can be withdrawn at any time in sums of \$100 or more. We pay interest to the date of withdrawal on sums withdrawn.

For the Interest Payment Option (Option 1B), we pay interest once each month, every 3 months, every 6 months, or once each year, as chosen, based on the amount we still have.

- 7.3 Choosing An Optional Method of Payment** While the Insured is living, you can elect or change an option. You can also elect or change the beneficiaries who will be the payee or payees under that option.

After the Insured dies, any person who is to receive proceeds in one sum (other than an assignee) can elect an option and name payees. The person who elects an option can also name one or more successor payees to receive any amount remaining at the death of the payee. Naming these payees cancels any prior choice of successor payees.

A payee who did not elect the option does not have the right to advance or assign payments, take the payments in one sum, or make any other change. However, the payees can be given the right to do one or more of these things if the person who elects the option allows it in writing and we agree.

SECTION SEVEN - PAYMENT OF POLICY PROCEEDS

(Continued)

- 7.4 Optional Method of Payment Changes** If we agree, a payee who elects Option 1A or 1B can later elect to have any amount we still have, or the present value of any elected payments, placed under the other option described in this section.
- 7.5 Payees** Only individuals who are to receive payments on their own behalf can be named as payees or successor payees, unless we agree. We may require proof of the age or the survival of a payee.
- 7.6 Death Of The Payee** If we have an unpaid amount, or there are some payments that remain to be paid when the last surviving payee dies, we will pay the unpaid amount with interest to the date of payment, or pay the present value of the remaining payments to that payee's estate in one sum. The present value of the remaining payments is based on the interest rate used to compute them, and is always less than the sum of the remaining payments.

SECTION EIGHT - GENERAL PROVISIONS

- 8.1 Entire Contract** The entire contract consists of this policy, any attached riders or endorsements, and the attached copy of the application. Also, any application used to apply for increases in the policy Face Amount will be attached to and made a part of this policy. Only our Chairman, President, Secretary, or one of our Vice Presidents is authorized to change the contract, and then, only in writing. No change will be made to this contract without your consent. No agent is authorized to change this contract.
- 8.2 Information Provided In The Application** In issuing this policy, we have relied on the statements made in the application. All such statements are deemed to be representations and not warranties. We assume these statements are true and complete to the best of the knowledge and belief of those who made them. No statement made in connection with the application will be used by us to void this policy unless that statement is a material misrepresentation and is part of the application.
- 8.3 Contestable Period** We will not contest this policy, based on the initial Face Amount, after this policy has been in force during the lifetime of the Insured for 2 years from the Issue Date.

It may happen that the Face Amount of this policy is increased as described in the Policy Changes section. In this case, the 2 year contestable period for each increase will begin on the effective date of such increase. We can contest the payment of that amount only on the basis of those statements made in the application for such increase in Face Amount. No new contestable period will apply if the Face Amount increase was due solely to a change in the Life Insurance Benefit Option.

If this policy ends, and is reinstated, we will not contest this policy after it has been in force during the lifetime of the Insured for 2 years from the date of reinstatement.

SECTION EIGHT - GENERAL PROVISIONS (Continued)

- 8.4 Suicide Exclusion** Suicide of the Insured, while sane or insane, within 2 years of the Issue Date, is not covered by this policy. In that event, this policy will end and the only amount payable will be the premiums paid to us, less any unpaid loan and accrued loan interest and any partial surrender benefits paid.

It may happen that the Face Amount of this policy is increased as described in the Policy Changes section. In this case, the 2 year suicide exclusion period for each increase will begin on the effective date of such increase. If the suicide exclusion period applies to such an increase, the only amount payable with respect to that increase will be the total Cost of Insurance we deducted for the increase. No new suicide exclusion period will apply if the Face Amount increase was due solely to a change in the Life Insurance Benefit Option.

- 8.5 Policy Date** The Policy Date is the date from which premiums and charges are calculated and become due. The Monthly Deduction Day for this policy will be the same calendar day each month, as determined by the Policy Date. The Policy Date is also the date from which policy years, months and anniversaries are measured, unless otherwise stated.

The Policy Date is determined as follows:

- (1) If you paid the initial premium with your application and obtained a temporary coverage agreement, the Policy Date will be the date of the temporary coverage agreement;
- (2) If you did not pay the initial premium and therefore no temporary coverage agreement was obtained, the Policy Date will be the date the policy is issued by the Company for delivery, known as the Issue Date.

Both the Policy Date and the Issue Date are shown on the Policy Data pages.

The Effective Date of coverage is described on the cover page of this policy and is the date you paid your first premium. If the policy was issued prior to the date you paid your first premium, the Policy Date will be earlier than the Effective Date of coverage. In this situation, the Policy Date can be changed to correspond to the Effective Date of coverage.

- 8.6 Calculation of Age** When we refer to a person's age in this policy on a Policy Anniversary, we mean his or her age on the birthday that is nearest that date. At any other time, age means the age on the birthday nearest to the previous Policy Anniversary.
- 8.7 Misstatement Of Age Or Gender** If you misstate the age or gender of the Insured, we will adjust the proceeds, up or down, to reflect the correct age or gender. The amount of the Life Insurance Benefit will be the amount that would be purchased by the most recent mortality charge at the correct age and gender.
- 8.8 Assignment** While the Insured is living, you can assign this policy, or any interest in it. If you do this, your interest, and anyone else's is subject to that of the assignee. As owner, you still have the rights of ownership that have not been assigned.

An assignee cannot change the owner or beneficiary of this policy, and cannot elect or change an optional method of payment of proceeds. Any amount payable to the assignee will be paid in one sum.

You must provide us with a copy of the assignment. We are not responsible for the validity of any assignment. Any assignment will be subject to any payment we make or other action we take before we record the assignment.

SECTION EIGHT - GENERAL PROVISIONS (Continued)

- 8.9 Protection Against Creditors** Payments we make under this policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditors.
- 8.10 Payments to Company** Any payment made to us by check or money order must be payable to New York Life Insurance and Annuity Corporation. When asked, we will provide a countersigned receipt, signed by our President or Secretary, for any premium paid to us.
- 8.11 Conformity with Law** This policy is subject to all laws that apply including the laws of the state of California.
- 8.12 Dividends** This is a non-participating policy on which no dividends are payable.
- 8.13 Policy Report** Each policy year after the first, while this policy is in force and the Insured is living, we will send a written report to you within 30 days after the Policy Anniversary. It will show, as of that Anniversary, the Account Value, the Cash Surrender Value and the amount of any unpaid loan and accrued loan interest. This report will also give you any other facts required by state law or regulation.
- 8.14 Basis For Computation Of Policy Values** All minimum Cash Surrender Values and maximum Cost of Insurance rates referred to in this policy are based on the mortality table referred to on Policy Data page 2. This mortality table applies if the Insured is in a standard or better risk class. Separate scales of maximum Cost of Insurance rates apply to substandard risk classes. Continuous functions are used, with interest as stated on the Policy Data pages. We have filed a statement with the insurance official in the state or district in which this policy is delivered. It describes, in detail, how we compute policy benefits and Cash Surrender Values.

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION
RIDER
INSURANCE EXCHANGE (IE)

1. **What Is Your Benefit?** On or after the first policy anniversary and while this rider is in force, you may exchange this policy for a new policy on the life of another person in whom you have an insurable interest. This person will be the new Insured under the new policy, if he or she is acceptable under our then current issue rules for the insurance applied for.
2. **What Is The Date Of Exchange?** The date of exchange will be the Monthly Deduction Day of this policy which is on or next following the date on which we have received all of the following at our Home Office:
 - 1) The application for the new policy, signed by you and the new Insured;
 - 2) this policy;
 - 3) proof, acceptable to us, of the insurability of the person to be Insured;
 - 4) proof of your insurable interest in that person;
 - 5) any loan repayment, as required by Item 7 of this rider;
 - 6) any extra payment we may require in connection with the exchange, as required by Item 6 of this rider.

The new policy will take effect on the date of exchange, which will be the issue date of the new policy. No insurance will be provided under this policy on or after that date. If an assignment is in effect under this policy on the date of exchange, we shall require that the assignee give a written consent to the exchange.

3. **What Type Of Insurance Will The New Policy Provide?** The new policy must be on the same plan of insurance as this policy on the date of exchange. Riders may not be made a part of the new policy, unless we agree. The face amount of the new policy cannot be higher or lower than what we allow, based on our rules on the date of exchange.

The policy date of the new policy will be the policy date of this policy if the successor Insured was born on or before that date; otherwise, the policy date of the new policy will be the policy anniversary of this policy which first follows the successor Insured's date of birth. The cost of insurance charges for the new policy will be based on the new Insured's age and sex on the policy date of the new policy, as well as the duration since that date, and on the new Insured's class of risk and our cost of insurance rate scale in effect as of the date of exchange.


The new policy will be the same edition and will have the same provisions and limitations as policies being issued by the Corporation on the policy date of the new policy. In addition, the new policy will have any limitations on the Corporation's liability which are generally included in policies being issued by the Corporation on the date of exchange.

4. **When Do The Incontestability And Suicide Exclusion Periods Begin For The New Policy?** The periods of time described in the Incontestability or Suicide Exclusion provisions of the new policy will be measured from the date of issue of the new policy.

INSURANCE EXCHANGE (IE)
(continued)

5. **When Does The Surrender Charge Period Begin For The New Policy?** The period during which the surrender charges, if any, apply under the new policy will be measured from the policy date of this policy.
6. **How Do We Determine The Amount Of Any Required Extra Payment?** The cash value of the new policy will be the same as the cash value of this policy at the time of exchange. However, the cash surrender value of the new policy may be different than that of this policy if different surrender charges are applicable to the new Insured. At the time exchange is requested, we may require an extra payment to be paid no later than the date of exchange. The method we use to determine this extra payment is as follows:
- a) If the cash surrender value of this policy is less than the cash surrender value of the new policy, then a payment equal to 103% of the difference between these two values is required.
 - b) It may happen that the cash surrender value after the exchange would be zero or less than zero. In this event, we will require a payment in an amount sufficient to bring the cash surrender value up to zero plus an amount equivalent to two monthly deductions.
7. **What Happens If this Policy Has An Unpaid Loan?** If this policy has an unpaid loan and that loan, including accrued interest, exceeds the loan value of the new policy on the date of exchange, the part of the loan which exceeds that loan value must be repaid to us before the exchange can take effect. At the time of exchange the part of any unpaid loan under this policy which is equal to or less than the loan value of the new policy will be charged against the new policy as a loan, as stated in the new policy's provisions for loans.
8. **Does This Rider Have Cash Or Loan Values?** This rider does not have cash value or loan value.
9. **Is There A Charge For This Rider?** There is no charge for this rider.
10. **Is This Rider Part Of The Contract?** This rider is made a part of the policy to which it is attached.
11. **When Does This Rider End?** You can cancel this rider by sending us your signed notice. This rider ends at the death of the Insured or if this policy ends or is surrendered.

This rider will also end when the right to exchange this policy for one on the life of a new Insured is exercised in accordance with the rider's provisions.


Secretary

**NEW YORK LIFE INSURANCE
AND ANNUITY CORPORATION**


Chief Executive Officer

RIDER

SPOUSE'S PAID-UP INSURANCE PURCHASE OPTION (SPPO)

1. **Benefit** When this rider is in effect, and the Insured covered under the Base Policy dies, the eligible applicant shown in Section 2 below can purchase a new single premium paid-up whole life insurance policy (the "New Policy") on the Insured's Spouse. Evidence of insurability on the New Policy is not needed, subject to the terms and conditions of this rider. The Company must receive the application for the New Policy within 90 days after the Insured's death while the Insured's Spouse must be alive.
2. **Eligibility** One of the following eligible applicants can purchase the New Policy:
 - a.) The Insured's Spouse, who is a Beneficiary for all or part of the Base Policy Life Insurance Proceeds (the "Life Proceeds"), as defined in Section 3 below.
 - b.) The Owner, who is a Beneficiary for all or part of the Life Proceeds and is not the Insured's Spouse (the "Third Party").
 - c.) The Owner, who is a Trust and a Beneficiary for all or part of the Life Proceeds. The Trust must be authorized by its terms to purchase insurance on the life of the Insured's Spouse. The Company has the right to obtain a copy of the Trust document.
3. **Amount Of New Insurance** The maximum face amount of the New Policy that can be purchased under this rider is the lesser of: (a) \$5 million or (b) the Life Proceeds payable in one sum to which the eligible applicant is entitled as the Beneficiary, subject to the Company's minimum amount requirements. If the eligible applicant as Beneficiary receives only part of the Life Proceeds, then that amount is the maximum that can be purchased.

The Life Proceeds is the amount, defined below, payable under the terms of the Base Policy. The Life Proceeds equals the sum of:

 - a.) The proceeds from the Base Policy, prior to deducting any unpaid loan; and
 - b.) Any riders on the same Insured, as defined in the Base Policy, attached to this policy excluding accidental death benefits; and
 - c.) Any dividends, if applicable.
4. **Premium For New Policy** The single premium amount for the New Policy is based on the Insured Spouse's gender and age on the Effective Date of the New Policy, as defined in Section 8. As payment for the New Policy, we will reduce the Life Proceeds payable to the eligible applicant shown in Section 2 above by the single premium. If these proceeds are not sufficient to pay the entire single premium, the balance of that premium must be paid to us before the New Policy will take effect. A Table of Single Premium amounts for the New Policy is shown on this rider's data page. (These amounts are shown on a per \$1,000 basis.)
5. **Availability Of Riders** Riders are not available on the New Policy.
6. **Values** The New Policy has cash value and loan value. It is eligible for dividends, but it is not expected that any dividends will be payable.
7. **Application For New Policy** The application to purchase the New Policy can be submitted before we have paid the Life Proceeds to the eligible applicant.

The Company must receive the application signed by the Insured's Spouse and all other required signatures while the Insured's Spouse is living and within 90 days after the Insured's death.

(over)

SPOUSE'S PAID-UP INSURANCE PURCHASE OPTION (SPPO)
(Continued)

- 8. Issuance Of New Policy** The New Policy will be a single premium paid-up whole life insurance policy issued by New York Life Insurance Company. The New Policy is made available only under the terms of this rider.

The Insured's Spouse must be alive on the Effective Date of the New Policy. The Effective Date of the New Policy will be the later of:

- a.) The date we receive the application which is signed by the Insured's Spouse and eligible applicant if different, while that Insured's Spouse is alive and within 90 days after the Insured's death;
- b.) The date we determine the Life Proceeds payable to the Insured's Spouse or Owner-Beneficiary; or
- c.) The date we receive the entire single premium for the New Policy.

Unless otherwise stated in the application: a.) The Insured's Spouse will be the Owner of the New Policy; and b.) The Beneficiary for the New Policy will be the estate of the Insured's Spouse. Proceeds from the New Policy will be payable in accordance with the terms and conditions of the New Policy.

- 9. Simultaneous Death** If the Insured's Spouse, who has the right to purchase a New Policy, dies at the same time as the Insured or within 30 days after the Insured's death, the Insured's Spouse is still eligible for the benefit provided by this rider. If this occurs and we are notified, in writing at our Service Center or any other location that we indicate to you in writing, of the Spouse's death within 90 days after the death of the Insured, the Company will pay the Spouse's estate the lesser of: (a) \$2.5 million or (b) the maximum amount of single premium paid-up whole life insurance that the Insured's Spouse could have purchased under this rider less the applicable single premium for that insurance.

The simultaneous death provision does not apply to a policy in which a Third Party or Trust is the Owner and Beneficiary for any or all of the Life Proceeds. If either the Insured or the Insured's Spouse under the Base Policy commits suicide, while sane or insane, this provision does not apply.

- 10. Contract** This rider is made a part of the Base Policy. If added to a Base Policy that is already in-force, this rider is made a part of that Base Policy, based on the application for the rider.
- 11. Suicide Exclusion** Suicide of the Insured's Spouse, while sane or insane, within two years after the date of the Insured's death, is not covered by this rider.
- 12. Contestability Of Rider** We will not contest this rider if it is issued with the Base Policy.


If this rider is added to a policy that is already in force, we will not contest the rider after it has been in effect during the lifetime of the Insured for 2 years from the date of issue of the rider.

- 13. Dates** This rider and the Base Policy have the same date of issue and Effective Date, unless the rider is added to a policy that is already in force. In this case, the date of issue and Effective Date of this rider is shown in an add-on rider that we put in the Base Policy.
- 14. Effect of Base Policy's Conditional Temporary Coverage Agreement** This rider is not applicable if the claim for the Life Proceeds is made under the Base Policy's Conditional Temporary Coverage Agreement.

SPOUSE'S PAID-UP INSURANCE PURCHASE OPTION (SPPO)
(Continued)

- 15. When Rider Ends** You can cancel this rider with a signed request at any time. This rider ends if the Base Policy ends, is surrendered, or is exchanged for a new policy.
- 16. Definitions** Unless stated otherwise, terms in this rider have the same meaning as in the Base Policy to which it is attached. References to the Base Policy refer to the policy to which this rider is attached.

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION


Secretary


Chief Executive Officer

SINGLE PREMIUM FOR SPOUSE'S PAID-UP LIFE INSURANCE POLICY
(per \$1,000 based on the gender and attained age of the surviving spouse)

Issue Age	Male	Female	Unisex	Issue Age	Male	Female	Unisex
14	150.22	124.05	139.86	58	582.53	503.39	550.30
15	155.06	128.18	144.42	59	598.02	517.98	565.33
16	159.91	132.42	149.03	60	613.68	532.98	580.60
17	164.79	136.79	153.70	61	629.49	548.39	596.12
18	169.71	141.28	158.44	62	645.42	564.16	611.84
19	174.72	145.92	163.30	63	661.43	580.23	627.70
20	179.86	150.72	168.30	64	677.45	596.51	643.66
21	185.18	155.68	173.48	65	693.46	612.95	659.65
22	190.71	160.82	178.84	66	709.41	629.54	675.65
23	196.49	166.16	184.44	67	725.33	646.30	691.69
24	202.55	171.69	190.28	68	741.20	663.27	707.78
25	208.89	177.43	196.38	69	757.05	680.53	723.95
26	215.56	183.38	202.75	70	772.86	698.08	740.22
27	222.53	189.54	209.40	71	788.60	715.90	756.55
28	229.82	195.93	216.33	72	804.18	733.90	772.85
29	237.43	202.55	223.53	73	819.51	751.95	789.03
30	245.34	209.40	231.02	74	834.48	769.90	804.97
31	253.56	216.48	238.79	75	849.01	787.62	820.57
32	262.08	223.81	246.83	76	863.09	805.06	835.81
33	270.92	231.40	255.17	77	876.73	822.20	850.69
34	280.05	239.26	263.78	78	889.99	839.05	865.27
35	289.48	247.36	272.69	79	902.94	855.66	879.61
36	299.22	255.75	281.88	80	915.64	872.03	893.75
37	309.25	264.38	291.35	81	928.07	888.13	907.67
38	319.58	273.25	301.09	82	940.19	903.85	921.29
39	330.18	282.36	311.10	83	951.89	919.10	934.52
40	341.07	291.70	321.37	84	963.06	933.74	947.23
41	352.24	301.26	331.88	85	973.65	947.72	959.38
42	363.66	311.04	342.64	86	983.65	961.04	970.97
43	375.37	321.04	353.65	87	993.16	973.74	982.06
44	387.35	331.28	364.92	88	1,000.00	985.89	992.73
45	399.60	341.77	376.46	89	1,000.00	997.61	1,000.00
46	412.12	352.52	388.26	90	1,000.00	1,000.00	1,000.00
47	424.93	363.54	400.34	91	1,000.00	1,000.00	1,000.00
48	438.02	374.85	412.70	92	1,000.00	1,000.00	1,000.00
49	451.40	386.44	425.34	93	1,000.00	1,000.00	1,000.00
50	465.06	398.32	438.26	94	1,000.00	1,000.00	1,000.00
51	479.00	410.47	451.45	95	1,000.00	1,000.00	1,000.00
52	493.20	422.90	464.91	96	1,000.00	1,000.00	1,000.00
53	507.64	435.62	478.61	97	1,000.00	1,000.00	1,000.00
54	522.28	448.59	492.53	98	1,000.00	1,000.00	1,000.00
55	537.09	461.83	506.66	99	1,000.00	1,000.00	1,000.00
56	552.07	475.36	520.99	100	1,000.00	1,000.00	1,000.00
57	567.22	489.20	535.53				

New York Life Insurance and Annuity Corporation

Universal Life Insurance Policy

51 Madison Avenue
New York, N.Y. 10010

Adjustable Life Insurance Benefits-Flexible
Premium Payments. Proceeds Payable at
Insured's Death. Interest Credited on
Account Value at Rate Set by
Corporation.
No Premiums Payable on or After Age
121.

A Stock Company Incorporated in Delaware

Policy is Non-Participating

Important notices and documents.

Some basics about your policy.

**Important
information you
should know.**

About the death benefit.

The death benefit, also called the “proceeds,” is the money New York Life Insurance Company or New York Life Insurance and Annuity Corporation (NYLIAC) agrees to pay when the person insured by the policy dies. In addition to the face amount—the basic amount of insurance shown on the first page of your policy—the proceeds may include other amounts as well. This includes dividends (if applicable) or the face amount of any riders. However, keep in mind that if you borrow against a permanent policy’s cash value and do not repay the entire loan, including interest, any unpaid balance will be deducted from the policy’s face amount.

A closer look at policy ownership.

The person who owns the policy, called the policy owner, is the only individual who can make decisions regarding the policy, such as changing the beneficiary, taking out a loan, and transferring ownership. The policy owner and the person who is insured under the policy are usually the same individual, but not in every case. For instance, a parent could purchase life insurance on the life of his or her child. The policy owner is also the only person who is able to receive information about the policy when contacting our customer service center.

What’s a beneficiary?

The beneficiary is the person, or persons, of your choosing to whom New York Life will pay the death benefit when the insured person dies. A beneficiary can also be a company or a trust. The policy owner can designate one or more beneficiaries, specify what percentage of benefits each should receive, or arrange for a series of beneficiaries—first, second, third, etc. —to succeed one another if the prior one dies before the insured person. If no beneficiaries are living when the insured person dies, the proceeds will be paid to the policy owner or, if the insured person was the policy owner, to the insured person’s estate.

Paying your premiums.

For term or whole life policies, premiums are the payments you make to New York Life to keep your policy active. Payments can be made annually, semiannually, or quarterly. You can also have your premiums automatically deducted from your checking account on a monthly basis. (Talk to your New York Life agent or registered representative about the automated bank draft method of payment.)

Premiums for term or whole life policies are payable on the premium due date. If your payment is late, you have a grace period during which the policy is still active without penalty. If the grace period expires, the policy lapses, which means that it is no longer active and offers no protection. However, if your policy has cash or dividend value, that can be used to maintain some limited coverage. For details, see your policy and/or prospectus.

If your policy lapses, you may apply to reinstate the policy within five years (three years for whole life, Custom Universal Life Guarantee, and variable universal life policies) after the lapse date. Reinstatement may involve evidence of insurability, and for term or whole life policies all overdue premiums must be paid, with interest. No evidence of insurability is needed if New York Life receives the required payment within a specified number of days after the end of the grace period, but the insured must be living when we receive the payment. For universal life and variable universal life products, the cash value available to pay monthly deductions determines whether or not the policy stays active.

Cash value and loans.

Cash value is the accumulation amount of a life insurance policy at any particular time. Permanent insurance, such as whole life, variable universal life, and universal life, has cash value accumulation. Term insurance does not. The guaranteed amounts for certain policy years can be found in your policy. You can borrow against the cash value of a permanent insurance policy for any reason. Keep in mind that any loan, plus the interest charged on the loan, reduces the cash value and therefore the death benefit payable under the policy.

On whole life policies, you can also elect an Automatic Premium Loan option, which means that if you miss a premium payment, it will automatically be charged as a loan against your policy. You can pay up to two years’ worth of premiums at a time, as long as there is enough cash value in the policy to cover the amount of the premiums.

Dividends from a whole life policy.

Dividends are the portion of New York Life's surplus earnings that are distributed among eligible policies. Dividends are not guaranteed.

Dividends can be used to buy additional insurance, pay premiums, or earn interest, or they can be sent to you directly. The different choices, called dividend options, are described in your policy. Dividends are generally considered a return of premium and are therefore nontaxable income.

Term insurance, variable universal life, and universal life policies do not receive dividend payments.

Understanding policy proceeds.

Policy proceeds are usually paid as a single lump-sum payment to the beneficiary when the insured person dies. However, in addition to a lump sum, there may be other options the beneficiary can discuss with a New York Life agent.

Managing your policy.

To make a change to your policy, such as an address or beneficiary change, you can:

- Contact your New York Life agent or registered representative.
- Access your account online at www.newyorklife.com.
- Visit your local New York Life office.
- Call us at (800) 695-1314 (Please call (800) 598-2019 for Variable Universal Life policies).
- Write to: New York Life Insurance Company
P.O. Box 130539, Dallas, TX 75313-0539

Online customer service.

You can visit us online at www.newyorklife.com and view all your policy information.

You can also:

- View your policy values (not available for all products).
- Make premium and loan repayments.
- Update your beneficiary information.
- Change your address and contact details.
- Elect to receive your New York Life mail online.
- View your policy and tax statements, and download forms.

If you have term coverage.

Within certain limits, you can convert your term life insurance coverage to permanent life insurance without providing evidence of insurability. For more

information on this conversion privilege, contact your New York Life agent or registered representative, or refer to your policy contract.

What to do when the insured person dies.

New York Life should be notified as soon as possible after the insured person dies. Generally, we will require proof of death—usually a certified death certificate. Providing New York Life with all the relevant policy numbers, beneficiary contact information, and Social Security numbers will expedite the payment process.

How claims are paid.

Claims are paid promptly once New York Life receives all the necessary paperwork. A completed claim form and death certificate are required for most claims.

Where to keep your policy.

You should keep your policy in a safe place that is also readily accessible to the beneficiaries. While your beneficiary doesn't have to submit the actual policy, having access to it can make the claim process easier.

Voting rights for New York Life Insurance Company policy owners.

Since New York Life is a mutual life insurance company, owners of whole life policies and term policies are eligible to vote for the New York Life Insurance Company's board of directors (provided their policies have been in effect for one year prior to the date of the election). One-third of the board membership is elected every year. The election of company directors is held annually in April. For more information regarding elections, please contact the Office of the Corporate Secretary at New York Life Insurance Company, 51 Madison Avenue, New York, NY 10010, or call (212) 576-5957. If your policy was issued by New York Life Insurance and Annuity Corporation, you are not eligible to vote.

Protecting your policy.

Your life insurance policy is an asset worth protecting. Generally, it is not advantageous to terminate or change your current policy for a new one. If you have questions about your existing policy or another type of policy, contact your New York Life agent or registered representative.

SMRU1765882 (Exp.01.28.2021)

Congratulations!

Now let's set up your secure online account.

Your online account allows you to:



Update your address, contact details and beneficiaries*



Make online payments*



Go paperless, have documents electronically delivered



Check the value of your policies and investments



Download statements and tax documents

Register in minutes at newyorklife.com/register

*Beneficiary changes and automatic payments only available for Life and Annuity products. Variable Annuities are issued by New York Life Insurance and Annuity Corporation, a wholly-owned subsidiary of New York Life Insurance Company, 51 Madison Ave, New York, NY 10010 and offered by properly licensed registered representatives through NYLIFE Securities LLC (Member FINRA/SIPC), a licensed insurance agency and a New York Life company AR07825.122017 SMRU1838667 (Exp.04.30.2021)

Linhart-Specimen 000063

V00

EXHIBIT 2



NEW YORK LIFE INSURANCE AND ANNUITY
CORPORATION (A DELAWARE CORPORATION)
PO BOX 130539
DALLAS TX 75313-0539
www.newyorklife.com

**New York Life Insurance And Annuity
Corporation** (A Delaware Corporation)
Annual Policy Summary
Page 1 of 5

Policyowner



002030 4664575 000 01 001

JAMES LINHART
26372 COLINA DR
MISSION VIEJO CA 92691-6017

Agents/Representatives

PATRICK JOHN ALEXANDER
(559) 549-6766

DATE PREPARED: AUG 3, 2020

This annual summary highlights the financial activity for your policy during the period from **Aug 1, 2019 to Jul 31, 2020**. If you have any questions, please contact your New York Life Agent listed above or one of our Customer Service Representatives at 1-800-695-1314. For policy information and online service, please visit us at www.newyorklife.com/vsc.

Coverage**Insured:****JAMES LINHART****Policy Number:****62 970 515****Policy Plan:****NYLIAC Protector® 2005 Universal Life****Policy Date:****Aug 1, 2007****Planned Monthly Premium:****\$502.10****Life Insurance
Death Benefit****Total Death Benefit - Option 1****\$350,000.00**

on Jul 31, 2020: (See Page 3 for details.)

If you did not make any unplanned premium payments and/or loan repayments (if applicable), your policy may be in lapse or in danger of lapsing soon. Please review the Conditions of Policy Coverage on Page 5 for more details. Now may also be a good time to contact your agent to review the status of your policy.

Use this portion and the enclosed envelope to make an unplanned premium payment to your policy.

Policy Number: 62 970 515**Premium Amount:** _____

(Minimum amount: \$50.00)

Please be sure to make your check payable to
NYLIAC and include your policy number on it.
Please send your check to:



New York Life Insurance and Annuity Corporation
PO Box 139052
Dallas, TX 75313-9052

Optional premiums are subject to Internal Revenue Service regulations and may be subject to underwriting approval. There also may be a limit on the amount of money you can put into your policy and have it retain its status as life insurance for tax purposes. Optional payments can also cause the policy to become a Modified Endowment Contract (MEC) with possible tax consequences. If a MEC classification occurs, we will notify you in writing and advise you of any tax implications. If you wish to avoid a MEC status, you must promptly apply for a refund of that premium at the time you receive our notice.

If you feel you need more information before making an unplanned premium payment, please contact your agent or call a Customer Service Representative at the number shown above.

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This Annual Policy Summary is not a contract. Please refer to your policy contract or contact your agent/representative for more complete explanations of your coverage. We reserve the right to correct errors.

DEFINITIONS OF TERMS FOR THE NYLIAC ANNUAL POLICY SUMMARY - Not all terms will appear nor will all be applicable on all Annual Policy Summaries.

Account Value - The value of the policy on the specified "as of" date. This value is based on the account value as of the beginning of the reporting period less cost of insurance charges, administrative fees, any partial cash surrender value benefits paid, and any service or other charges debited during the reporting period. The account value is increased by premiums received (less premium expense charges) and interest credited during the reporting period.

Additional Benefits - The listing of benefits included in the policy.

Alternative Cash Surrender Value (ACSV) - For a period of 10 years from the policy date of this policy, while the insured is living, this policy will have an ACSV. The ACSV is equal to the Cash Surrender Value of the policy plus the amortized value of the Alternative Cash Surrender Value Benefit.

Alternative Cash Surrender Value Benefit (ACSVB) - The ACSVB is equal to (a) x (b), where (a) is equal to the current month's un-amortized ACSVB value which consists of the prior month's un-amortized ACSVB value; 60 % of the Sales Expense Charges deducted from all premiums paid since the last Monthly Deduction Day and 60% of the monthly deduction for both the Monthly Per Thousand of Base Policy Face Amount Charges and the Monthly Per Thousand of any riders attached to this policy and (b) is the current month's amortization factor. This factor is 1 each month during the first policy year and then decreases linearly beginning with the 13th policy month and continuing through the end of the 10th policy year. On the 10th Policy Anniversary and any date thereafter, the ACSVB will be zero.

Base Plan Face Amount - The Initial Death Benefit under the policy. The amount does not include any other policy or rider benefits. It also does not reflect a reduction for a policy loan.

Cash Surrender Value - The net amount payable to the policyowner if the policy is surrendered to the Company on the specified "as of" date. The amount is based on the account value, less any applicable Surrender charges, less any unpaid loan and accrued loan interest. A surrender may result in a taxable gain that may be subject to federal and state withholding.

Cash Value Accumulation Test (CVAT) - The IRS Life Insurance Qualification Test that states that the account value cannot exceed the single premium required to fund future contract benefits, under the guaranteed assumptions. If the account value exceeds the net single premium, the death benefit will be increased to an amount that will meet the test.

Corridor Death Benefit - The increase in death benefit necessary to maintain the relationship between a policy's death benefit and account value prescribed by the Internal Revenue Code.

Cost of Insurance Charges - The amount deducted to pay the insurance cost of the base policy and any riders.

Current Loan Interest Rate - The rate of interest currently charged on a policy loan.

Fees and Other Charges - The fees and other charges include a monthly contract charge, a monthly per thousand face amount charge, premium expense charges and any additional first year premium expense charges, if applicable.

Guideline Annual Premium - The annual premium needed to endow a policy at age 100 at 4% interest and guaranteed charges.

Guideline Premium Test - The IRS Life Insurance Qualification Test that requires that cumulative premiums paid do not exceed the greater of the Guideline Single Premium or the sum of the Guideline Annual Premiums.

Guideline Single Premium - The single premium needed to endow a policy at age 100 under the guaranteed assumptions.

Interest Earned - The amount of interest earned on the policy's account value during the prior policy year, ending on the anniversary date.

Policy Loans and Partial Surrenders - The amount(s) of money the Company paid out of the policy as loans and/or partial surrenders during the reporting period.

Loan Interest Paid - The policy loan interest paid in cash during this statement period.

Loan Repayment(s) - The amount(s) paid to us to reduce the outstanding policy loan principal during this period. This includes receipt of both internal and external funds.

Outstanding Loan Balance - The policy loan amount and any unpaid interest due on a specified "as of" date.

Policy Date - The date when the insurance coverage began.

Policyowner - The person or organization who has the rights of ownership in the policy during the lifetime of the primary insured.

Planned (Pay Mode) Premium - The frequency of premium payments and the amount of the current planned premium selected by the policyowner.

Summary of Payments - The various payments made to the Company for the policy during the reporting period.

Target Premium - The Target Premium is an amount used to determine the amount of premium expense charge deducted from your policy premium payments during each policy year. The Target Premium will change if the initial base policy face amount is increased or decreased.

Taxes Withheld - The amount withheld to pay federal or state taxes on money paid from the policy.

Total Death Benefit - A summary of the Death Benefit provided by the policy that would be payable if the insured had died on the "as of" date. This amount includes the total face amount of the base policy, any term insurance rider on the Primary Insured, and, depending upon the Life Insurance Option elected, the account value amount or the adjusted total premium amount. The benefit has been reduced by any outstanding policy loan and unpaid loan interest.

Total Loan Interest Charged - The sum of the policy loan interest charged during the period, including loan interest charged on the anniversary.

New Jersey, Vermont, Florida, Maine & California Residents - If the insured covered by this policy and/or policyowner is age 62 or older (NJ), age 64 or older (VT) or any age (FL, ME and CA), you can designate a third party to whom we will mail copies of premium, cancellation and lapse notices. Please call a Customer Service Representative at the toll-free number on page one for more information regarding this procedure.

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New York Life Insurance and Annuity

Corporation (A Delaware Corporation)

Annual Policy Summary

Policy Number: 62 970 515

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02030 4664575 006090 012179 00020003

92154-0013-W

Insured Name: JAMES LINHART

Date Prepared: Aug 3, 2020

Life Insurance
Death BenefitPeriod from Aug 1, 2019
to Jul 31, 2020Base Plan Face Amount on Aug 1, 2019 \$350,000.00**TOTAL DEATH BENEFIT**
on Jul 31, 2020\$350,000.00

Policy Account Value*

Period from Aug 1, 2019
to Jul 31, 2020

Not available at this time.*

* Account Value is not available due to missing monthly deductions within the past 12 months.

Loan Summary

Period from Aug 1, 2019
to Jul 31, 2020

No activity during this period

Additional Information

Assuming your current face amount and account value remain unchanged, the current interest crediting rate as of Aug 1, 2020 is 3.00%. This rate may change at any time.

Your Life Insurance Qualification Test is the Cash Value Accumulation Test. Please refer to the Definition of Terms for more information.

To obtain an updated policy illustration based on our current interest rate, contact your agent.

Loans and
Partial SurrendersPeriod from Aug 1, 2019
to Jul 31, 2020

No activity during this period

Summary of
PaymentsPeriod from Aug 1, 2019
to Jul 31, 2020Premium Payment(s) received \$2,565.11**TOTAL PAYMENTS** \$2,565.11

If you request a partial surrender after your policy's 5th anniversary, we will not deduct a surrender charge at that time. Instead, we will hold this charge in escrow until the end of the surrender charge period. Should you surrender your policy for its full cash surrender value before the end of this period, the amount held in escrow plus any other applicable fees will be deducted from the surrender proceeds. Please call your agent for further details.

Corporation (A Delaware Corporation)

Annual Policy Summary

Policy Number: 62 970 515

Page 4 of 5

Insured Name: JAMES LINHART

Date Prepared: Aug 3, 2020

TRANSACTION DETAILS						
Date	Activity	Payment, Loan and Partial Surrender Activity	Cost of Insurance Charges	Fees and Other Charges	Interest Crediting Rate*	Interest Earned
Aug 1 2019	Monthly Activity		\$ 505.39	\$ 13.00		
Sep 1 2019	Monthly Activity		506.12	13.00	3.00%	\$ 29.43
Oct 1 2019	Monthly Activity		506.86	13.00	3.00%	27.29
Nov 1 2019	Monthly Activity		507.60	13.00	3.00%	26.96
Dec 1 2019	Monthly Activity		508.34	13.00	3.00%	24.90
Jan 1 2020	Monthly Activity		509.08	13.00	3.00%	24.48
Feb 1 2020	Monthly Activity		509.83	13.00	3.00%	23.23
Mar 1 2020	Monthly Activity		510.59	13.00	3.00%	19.83
Apr 1 2020	Monthly Activity		511.34	13.00	3.00%	20.71
Apr 7 2020	Payment	\$ 927.37		92.74		
May 1 2020	Monthly Activity		510.85	13.00	3.00%	20.45
Jun 1 2020	Monthly Activity		511.60	13.00	3.00%	20.27
Jul 28 2020	Payment	1,637.74		163.77		
Jul 31 2020	Monthly Activity					
Totals as of Jul 31 2020			\$5,597.60	\$399.51		\$237.55

* The interest crediting rate of this universal life policy can change from month to month as stated in your policy contract. The interest crediting rate can increase, decrease or stay the same based on the returns of our NYLIAC portfolio, and may not change in direct correlation to current movements in the interest rate marketplace. This may have had an adverse effect on the interest crediting rate for this period. Please see the above table for detailed information on each month's interest rate. The interest crediting rate will never be less than the guaranteed interest crediting rate specified in your policy contract.

For the next policy year, the current percent of premium expense charge will be 10.00% of premiums paid up to the Target Premium and 5.00% of premiums paid in excess of the Target Premium. The Target Premium for this policy is \$12,090.00. The current monthly administrative fee will be \$8.00.



New York Life Insurance and Annuity

Corporation (A Delaware Corporation)

Annual Policy Summary

Policy Number: 62 970 515

Page 5 of 5

02030 4664575 006091 012181 0003/0003

92154-0013-W

Insured Name: JAMES LINHART	Date Prepared: Aug 3, 2020
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Conditions
of Policy
Coverage

If you make no future **partial surrenders** or **loans**, your policy will continue to be in effect until:

1. **May 2021**, assuming that you make **all planned Monthly premium payments of \$502.10** and that the **current** interest rate is credited and the **fees and charges** that are currently utilized continue to be deducted. **IMPORTANT: PLEASE NOTE THAT UNDER THESE ASSUMPTIONS YOUR POLICY WILL LAPSE BEFORE THE NEXT ANNIVERSARY.**
2. **Sep 2020**, assuming that you make **all planned Monthly premium payments of \$502.10** and that the **guaranteed** interest rate is credited and the maximum **fees and charges** that are guaranteed by the policy are deducted. **IMPORTANT: PLEASE NOTE THAT UNDER THESE ASSUMPTIONS YOUR POLICY WILL LAPSE BEFORE THE NEXT ANNIVERSARY.**
3. **Oct 2020**, assuming that you make **no further payments**, and that the **current** interest rate is credited and the **fees and charges** that are currently utilized continue to be deducted. **IMPORTANT: PLEASE NOTE THAT UNDER THESE ASSUMPTIONS YOUR POLICY WILL LAPSE BEFORE THE NEXT ANNIVERSARY.**
4. **Aug 2020**, assuming that you make **no further payments**, and that the **guaranteed** interest rate is credited and the maximum **fees and charges** that are guaranteed by the policy are deducted. **IMPORTANT: PLEASE NOTE THAT UNDER THESE ASSUMPTIONS YOUR POLICY WILL LAPSE BEFORE THE NEXT ANNIVERSARY.**

The **NUMBER ONE** cause of problems in processing claims is inaccurate or invalid beneficiary designations - Call your Agent **TODAY** to review yours.

IMPORTANT POLICY OWNER NOTICE: You should consider requesting more detailed information about your policy to understand how it may perform in the future. You should not consider replacement of your policy or make changes in your coverage without requesting a current illustration. You may annually request, without charge, such an illustration by contacting your agent at (559) 549-6766, sending a fax to your Service Center at 1-800-278-4117, writing to New York Life Insurance and Annuity Corporation at PO Box 130539, Dallas TX 75313-0539, or by calling your Service Center at 1-800-695-1314. If you do not receive a current illustration of your policy within 30 days from your request, you should contact your state insurance department.

EXHIBIT 3

OPTION TO DESIGNATE SECONDARY ADDRESSEE

Fidelity Life Association allows you to name a Secondary Addressee for your policy. We will process any secondary address you provide in the space below. The person you designate will receive duplicate copies of the policy billing correspondence. You may revoke your designation or update it by providing written notice to Fidelity Life Association at any time.

SECONDARY ADDRESSEE

a. Full Name

b. Home Address (Give Number, Street, City, State, and Zip Code)

c. Policyowner's Signature

DATE

0FL0498344

Primerica Life Insurance Company
CALIFORNIA THIRD-PARTY NOTICE REQUEST FORM

You have the right to designate someone as your "third-party addressee" to receive potential notices of lapse or termination of your policy for nonpayment of premium. To designate a third-party addressee at this time (or anytime the policy is in force), please return this Request Form to us by writing to:

Primerica Life Insurance Company
1 Primerica Parkway
Duluth, GA 30099-0001

You have the right to change your third-party designee at any time.

Should you have any questions, please call our Client Services Department toll-free at 1-800-257-4725.

Please Print

Name of Third Party Addressee _____

Address _____

City, State, Zip _____

Telephone _____

Name of Policyholder _____

Policy Number _____

Date _____

Signature of Policyholder _____

UNITED OF OMAHA LIFE INSURANCE COMPANY

A MUTUAL of OMAHA COMPANY



Third Party Notice Request Form

You have the right to designate a person, in addition to yourself, to receive notice that your premium is past due and has not been paid. This notice will be sent at least 30 days prior to the effective date of cancellation of your policy or certificate. This notice will state the amount of premium, the date by when the premium must be paid to avoid policy cancellation and the date on which coverage terminates.

You can designate this additional person to receive notice of nonpayment now or at a later time, provided the policy is in force, and you give us written notice containing the additional person's name, address and phone number.

You have the right to change this third-party designation at any time; however, you must submit the change in writing to the address below.

PLEASE COMPLETE EITHER SECTION 1 OR SECTION 2 AND RETURN TO US.

Section 1

I wish to designate an additional person to receive notice of nonpayment of premium.

Policyowner/Certificateholder: _____

Policy Number: _____ Date: _____

Third Party: _____
(Please print name of other person to receive notice of nonpayment)

Third Party Address: _____
(Street Address) (City) (State) (ZIP)

Third Party Phone: (_____) _____
(Area Code) (Number)

Signature of Policyowner/Certificateholder

Date _____

Section 2

I do not wish to designate an additional person to receive notice of nonpayment of premium.

Signature of Policyowner/Certificateholder

Date _____

Direct all correspondence to: United of Omaha Life Insurance Company
Mutual of Omaha Plaza
Omaha, Nebraska 68175

**Blue Shield of California Life & Health
Insurance Company (Blue Shield Life)**

 blue  of california

**Additional Contact Designation Form:
Notice of Lapse or Termination of Life
Insurance Policy for Non-Payment of Premium**

Policyholder name

Street address

City

State

ZIP code

Re: Policy #

INSTRUCTIONS:

Blue Shield Life will send you a notice of lapse or termination of your life insurance policy if your premium is not paid. This notice will be mailed to you at least 30 days prior to the termination of your policy. You also have the right to designate an additional contact person(s) to receive this notice. If you would like Blue Shield Life to send the notice of lapse or termination of your life insurance policy to your designated contact person, please check the box below and provide the requested information. You have the right to change your designation at any time. Please indicate your policy number in the field above.

The completed form should be mailed to:

**Blue Shield of California, Installation & Membership
P.O. Box 629014
El Dorado Hills, CA 95762-9014**

Please allow 10 days for Blue Shield Life to process your request. In the event premium payments are not received, you and your contact person(s) will then be notified at least 30 days prior to the lapse or termination of your life insurance policy.

☐ I would like to designate an additional person(s) to receive the 30-day notice of lapse or policy termination from Blue Shield Life.

Contact person #1

First name

Last name

Mailing address

Street address

City

State

ZIP code

Telephone number

Area code

Phone number

Contact person #2

First name

Last name

Mailing address

Street address

City

State

ZIP code

Telephone number

Area code

Phone number

Policyholder signature

Date