



# New York Life Annuities

## Representative Service Kit

Issued by New York Life Insurance and Annuity Corporation (a Delaware Corporation), a wholly-owned subsidiary of New York Life Insurance Company, 51 Madison Avenue, New York, NY 10010.

<b>ANNUITIES</b>	Not FDIC/NCUA Insured	Not a Deposit	May Lose Value	Have No Bank Guarantee	Not Insured by Any Government Agency
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**Forms Included In This Kit:**

1035 Exchange Form (for Non-Qualified plans only)

Transfer/Direct Rollover Form (for Qualified plans only)

Certificate of Deposit/Mutual Fund Redemption and Transfer Form (for Non-Qualified plans only)

Inherited Individual Retirement Annuity/Account (IRA) Information/Transfer Form

Inherited Individual Retirement Annuity Information Disclosure Statement

Inherited Individual Retirement Annuity Information Disclosure Statement for  
Guaranteed Lifetime Income Annuity II

**If you need assistance, please contact:**

**Sales Desk**

1-888-474-7725

**Regular Mail**

NYL Annuity Service Center  
PO Box 9859  
Providence, RI 02940

**Overnight/Express Mail**

New York Life  
c/o BNY Mellon  
4400 Computer Drive  
Westboro, MA 01581



# 1035 Exchange Form

For Non-Qualified Policies Only

This form along with an application, proper disclosure documents, and state replacement forms, if applicable, may be used to process an exchange under Section 1035 of the Internal Revenue Code. To institute the transfer of funds to New York Life Insurance and Annuity Corporation (NYLIAC), complete this form, and we will initiate the transfer from your present financial institution. **Before completing this form, you should contact the present financial institution to determine if they have any special requirements/paperwork for liquidation.** This is a binding agreement between NYLIAC and the owner of the policy indicated below (the "Current Policy"). For purposes of this agreement the words "I", "my", "me" and "mine" refer to the owner of the Current Policy, the words "we" and "our" refer to NYLIAC and the word "Policy" refers to the NYLIAC policy. The Policy Owner states that he/she has all rights and benefits under the Current Policy.

<b>Present Financial Institution Information</b>			<input type="checkbox"/> <b>Fixed Annuity</b>	<input type="checkbox"/> <b>Variable Annuity</b>	<input type="checkbox"/> <b>Life Insurance</b>
Name of Financial Institution			Policy Owner Name & SSN/TIN		
Mailing Street Address			Joint Owner Name & SSN/TIN		
City	State	Zip Code	Annuitant		
Current Policy/Contract Number(s)			Joint Annuitant (if applicable)		
Phone Number					

Type of exchange:  **Full** (life/annuity to new or existing annuity)<sup>1,3</sup>  
 **Partial** (deferred annuity to new or existing annuity only)<sup>1,2,3</sup> Indicate dollar amount: \$ \_\_\_\_\_

Transfer proceeds:  **Immediately**     **Before Maturity of** \_\_\_\_\_  **After Maturity of** \_\_\_\_\_  
MM/DD/YYYY MM/DD/YYYY

The proceeds will be applied to:  **New Annuity Policy**     **Existing Annuity Policy Number<sup>1,3</sup>**: \_\_\_\_\_

- Full and partial exchanges into an existing annuity require that the existing annuity allow for additional premium payments.
- Internal Revenue Service ("IRS") guidance provides that a partial exchange of an annuity contract for another annuity contract will generally be treated as tax-free only if no amounts, other than annuity payments made for life or for a term of at least 10 years, are distributed from either contract involved in the exchange for 180 days following the date the contract is placed in-force (the date of transfer, in the case of a partial exchange into an existing contract). A subsequent tax-free exchange during the 180-day period is not taken into account. However, other transactions during the 180-day period will be characterized consistent with their substance and may result in adverse tax consequences.
- If you are considering exchanging your policy under Section 1035, and you recently made a withdrawal or other use of your policy values (for example, to pay off a policy loan), you should be aware that there is a risk that the IRS may view the withdrawal or other use of policy values as taxable boot received in connection with the exchange. In this case, your taxable income for the year of the exchange could be higher than if the transaction were treated as independent. The IRS has not issued any formal guidance regarding the circumstances under which policy transactions may be integrated.

**This is our understanding of the IRS's current interpretation of recent administrative guidance, which may change in the future. You should consult your own tax advisor before exchanging your existing contract. Neither NYLIAC, nor its agents or employees, can provide tax or legal advice.**

### Check the appropriate boxes

The current policy/contract is  **Enclosed**     **Lost or Destroyed** I certify that if the policy/contract is lost or destroyed that it has not been assigned.

I hereby make a complete and absolute assignment and transfer to New York Life Insurance and Annuity Corporation (NYLIAC) of all rights, title, and interest to the above listed current policy/contract in an exchange intended to qualify under Section 1035 of the Internal Revenue Code. I understand that if NYLIAC underwrites and issues a new annuity, then the new policy shall have the same designated Annuitant(s) and Owner(s) as the above listed policy/contract. **I am aware that there may be a surrender charge on the annuity I surrendered.** There will be no initial sales charge on the annuity purchased, but the deferred annuity contracts contain a surrender charge. **The Annuity applied for is not backed by any bank or insured by the FDIC.**

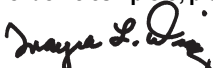
I intend this assignment to be part of a tax-free exchange under Internal Revenue Code Section 1035. I understand that distributions I receive from my NYLIAC policy will be subject to ordinary income taxes and, **if I am under age 59½, will also be subject to a 10% penalty tax, absent an applicable exception.** I further understand that NYLIAC cannot provide any tax or legal advice and that I must seek and rely on the advice of my professional tax or legal advisor.

I agree that if NYLIAC, in its sole discretion, determines that it is unlikely to receive timely payment of the cash surrender values, NYLIAC may reassign ownership of the Current Policy back to me.

**X** \_\_\_\_\_ **X** \_\_\_\_\_ Date MM/DD/YYYY  
 Owner's Signature Joint Owner's Signature (if applicable)

### Acceptance of Assignment

NYLIAC accepts this assignment and hereby requests full/partial surrender of the above referenced policy/contract. The surrender represents a transfer of funds to NYLIAC to qualify as an exchange under Section 1035 of the Internal Revenue Code. When we receive the check, we will (a) issue the new policy, provided that the amount and the proposed annuitant's/owner's age meet our policy issuance rules or (b) apply the proceeds to the above numbered policy, provided that the amount meets our additional premium rules. If not, we will return the current policy proceeds to the Financial Institution. **When the surrender is complete, please provide NYLIAC a report of the pre- and post- TEFRA cost basis in the policy/contract.**

 \_\_\_\_\_  
 Mayra L. Diaz – Vice President New Annuity Policy Number \_\_\_\_\_ Date MM/DD/YYYY

### To the Transferring Financial Institution

As the issuer, trustee, or custodian of the current policy or account, you are authorized and directed to transfer the amount specified above. Do not withhold taxes. Please remit a check made payable to: **NYLIAC, FBO: Owner(s) Name, New Policy Number, Regular Mailing Address: NYL Annuity Service Center, PO Box 9859, Providence, RI 02940**  
**Overnight Mailing Address: New York Life c/o BNY Mellon, 4400 Computer Drive, Westboro, MA 01581**

Issued by New York Life Insurance and Annuity Corporation (A Delaware Corporation),  
a wholly owned subsidiary of New York Life Insurance Company, 51 Madison Avenue, New York, NY 10010.  
Distributed by NYLIFE Distributors LLC (member FINRA/SIPC)

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**4 For Guaranteed Lifetime Income Annuity II, Guaranteed Future Income Annuity II and Guaranteed Period Income Annuity II only:**

The Internal Revenue Code provides that a Roth IRA is not subject to the required minimum distribution ("RMD") rules during the life of the Roth IRA owner, but is subject to the RMD rules after the owner/annuitant's death. Accordingly, NYLIAC's Guaranteed Lifetime Income Annuity II, Guaranteed Future Income Annuity II and Guaranteed Period Income Annuity II, issued as a Roth IRA, provides that any amounts payable to a beneficiary after the owner/annuitant's death must be made in accordance with the RMD rules, notwithstanding any inconsistent provision in the contract. This may affect the amount otherwise payable to a beneficiary.

If, at the time of the owner/annuitant's death, the remaining guaranteed period under a Life with Period Certain (Period Certain for a Guaranteed Period Income Annuity II) is longer than the beneficiary's life expectancy (determined under the IRS Single Life Table), NYLIAC will commute all of the future guaranteed payments. This commuted value will be calculated as specified in the policy.

Beneficiary Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ (Used for RMD testing)  
MM/DD/YYYY

Beneficiary Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ (Used for RMD testing)  
MM/DD/YYYY

**5 Roth IRA Policy owner acknowledgement required: (Please check the box and initial)**

\_\_\_\_\_ (owner initial) I acknowledge that: (1) the first contribution to a Roth IRA established in my name was made at least five (5) calendar years prior to the calendar year in which I will begin to receive income payments under this policy, and (2) I have or will have attained age 59 1/2 prior to the date that income payments begin under this policy.

**6** I, the undersigned Owner/Trustee of the above named contract/account(s), request that you directly transfer or liquidate the amount specified above to NYLIAC. Please do not withhold any amount for taxes from the proceeds. It is my intention that this redemption and payment shall not constitute either actual or constructive receipt of income for federal income tax purposes, and would therefore qualify as a transfer/rollover of assets. I understand that distributions I receive from my NYLIAC policy will be subject to ordinary income taxes and, **if I am under age 59 1/2, will also be subject to a 10% penalty tax, absent an applicable exception.** I further understand that NYLIAC cannot provide any tax or legal advice and that I must seek and rely on the advice of my professional tax or legal advisor. I am aware that there may be a surrender charge/early withdrawal fee on the annuity/account I surrender/liquidate. There will be no initial sales charge on the annuity purchased, but the deferred annuity contracts may contain a surrender charge. I request that my name not appear as a joint payee on the check nor shall any endorsement thereon be necessary for transfer or deposit. I request that the funds be made payable to NYLIAC. **The Annuity applied for is not backed by any bank or insured by the FDIC.**

**I certify that I have taken any necessary Required Minimum Distributions prior to the transfer of these funds. I understand that I am solely responsible for the tax consequences of this transfer, including but not limited to, compliance with the required minimum distribution rules.**

**X** \_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

Signature(s) Guaranteed for mutual fund transfers:  
**X**  
(Stamp and Signature)

**Acceptance of Assignment**

As the issuer of an Individual Retirement Annuity, as defined in Section 408(b) of the Internal Revenue Code, a Roth IRA as defined in Section 408A(b) of the Code, a SIMPLE IRA as defined in Section 408(p) of the Code, or a Tax Sheltered Annuity, as defined in Section 408(b) of the Internal Revenue Code in accordance with the provisions of the Revenue Ruling 90-24, NYLIAC agrees to accept the funds. When we receive the check, we will (a) issue the new policy, provided that the amount and the proposed annuitant's/owner's age meet our policy issuance rules or (b) apply the proceeds to the above numbered policy, provided that the amount meets our additional premium rules. If not, we will return the current policy proceeds to the Financial Institution.



Mayra L. Diaz – Vice President

\_\_\_\_\_  
New Annuity Policy Number

\_\_\_\_\_  
Date MM/DD/YYYY

**7 To the Transferring Financial Institution**

As the issuer, trustee, or custodian of the current policy or account, you are authorized and directed to transfer the amount specified above. Please remit a check made payable to: **NYLIAC, FBO: Owner(s) Name, New Policy Number**

**Regular Mailing Address: NYL Annuity Service Center, PO Box 9859, Providence, RI 02940**

**Overnight Mailing Address: New York Life c/o BNY Mellon, 4400 Computer Drive, Westboro, MA 01581**



# Certificate of Deposit/Mutual Fund Redemption and Transfer Form

For Non-Qualified Policies Only

This form certifies that New York Life Insurance and Annuity Corporation (NYLIAC) has received or will receive a New York Life Annuity application from the policy owner(s) for a "Non-Qualified" plan in accordance with IRS Regulations. We are prepared to accept the transfer of funds from the below referenced account(s) in accordance with the instructions from the policy owner. To institute the transfer of funds to NYLIAC, complete this form, so we may initiate the transfer from your present financial institution. **Before completing this form, you should contact the present financial institution to determine if they have any special requirements/paperwork for liquidation.**

Present Financial Institution Information  Mutual Fund  Bank

Name of Financial Institution \_\_\_\_\_ Account Owner \_\_\_\_\_ Joint Owner (if applicable) \_\_\_\_\_  
Mailing Street Address \_\_\_\_\_ Owner's SSN/TIN \_\_\_\_\_ Joint Owner's SSN/TIN (if applicable) \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone Number \_\_\_\_\_

### Check the appropriate boxes

**(A) Liquidate Certificate/Account Number:** \_\_\_\_\_  
 Full  Partial (if permitted) indicate : \$ \_\_\_\_\_ or \_\_\_\_\_  
Dollar Amount Number of Shares  
(For Certificate of Deposit Transfers only)  Immediately  Before Maturity of \_\_\_\_\_  After Maturity of \_\_\_\_\_  
MM/DD/YYYY MM/DD/YYYY

**(B) Liquidate Certificate/Account Number:** \_\_\_\_\_  
 Full  Partial (if permitted) indicate : \$ \_\_\_\_\_ or \_\_\_\_\_  
Dollar Amount Number of Shares  
(For Certificate of Deposit Transfers only)  Immediately  Before Maturity of \_\_\_\_\_  After Maturity of \_\_\_\_\_  
MM/DD/YYYY MM/DD/YYYY

The proceeds will be applied to:

New Annuity Policy  Existing Annuity Policy Number (indicate policy number): \_\_\_\_\_

### I understand that:

1. There may be a surrender charge or early withdrawal fee on the account, which I am liquidating.
2. I may incur capital gains on any profit from the mutual fund liquidation, thus reducing my invested capital to the extent of any applicable taxes.
3. As a result of the exchange, all earnings will accrue on a tax-deferred basis. If I am under age 59½ and access the account, I may incur an additional 10% IRA imposed penalty on any earnings taken in a distribution from a deferred annuity.
4. The annuity applied for is not backed by any bank or insured by the FDIC.

### AUTHORIZATION

I/We hereby name NYLIAC, through its duly authorized officers, as lawful agent and attorney-in-fact for me/us for the purpose of transferring the above referenced funds to NYLIAC. Once transferred these funds will be applied to an annuity policy issued to me/us. Revocation or modification of this authorization is possible only by written notice signed by me/us. Such notice must be received by NYLIAC and the appropriate company prior to the maturity date or redemption date in order to effectively revoke or modify this authorization.

**X** \_\_\_\_\_  
Owner's Signature

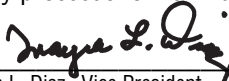
**X** \_\_\_\_\_  
Joint Owner's Signature (if applicable)

\_\_\_\_\_ Date MM/DD/YYYY

Signature(s) Guaranteed for mutual fund transfers:  
**X**  
(Stamp and Signature)

### Acceptance

NYLIAC will accept any and all funds that discharge the obligation listed above. When we receive the check, we will (a) issue the new policy, provided that the amount and the proposed owner and annuitant's/owner's age meet our policy issuance rules or (b) apply the proceeds to the above numbered policy, provided that the amount meets our additional premium rules. If not, we will return the current policy proceeds to the Financial Institution.

  
Mayra L. Diaz - Vice President  
Authorized NYLIAC Officer

\_\_\_\_\_ New Annuity Policy Number \_\_\_\_\_ Date MM/DD/YYYY

### To the Transferring Financial Institution

As the issuer, trustee, or custodian of the current policy or account, you are authorized and directed to transfer the amount specified above. Please remit a check made payable to: **NYLIAC, FBO: Owner(s) Name, New Policy Number**

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# Inherited Individual Retirement Annuity/Account (IRA) Information/Transfer Form

Unless otherwise indicated, this information applies to both traditional and Roth Inherited IRAs.<sup>1</sup>

<sup>1</sup>Not applicable for the New York Life fixed deferred annuities

This form, along with a policy application, an Inherited IRA Information Disclosure Statement, and if required, a state replacement form, must be used to establish an Inherited IRA and to either transfer funds from another financial institution to New York Life Insurance and Annuity Corporation (NYLIAC), or to transfer funds from a traditional IRA issued by NYLIAC.

*(Note: If there are any undistributed Required Minimum Distributions (“RMDs”) with respect to the transferring traditional IRA or Eligible Retirement Plan<sup>2</sup> for the year in which the transfer occurs or any prior year, such amounts are not eligible to be transferred into this Inherited traditional IRA. You should consult your tax advisor and request such RMD information from the transferring IRA provider or plan administrator.)*

<sup>2</sup>An Eligible Retirement Plan includes a section 401(a) qualified plan, a section 403(b) tax sheltered annuity, or an eligible governmental section 457 plan.

**The transaction is:**

- A.  A direct transfer of funds by a beneficiary (including a trust<sup>3</sup>) from a decedent’s traditional IRA or Eligible Retirement Plan to establish a NYLIAC Inherited IRA. *(Note: If the decedent died before the date on which distributions were required to begin from the IRA or Eligible Retirement Plan, the Inherited IRA must be established by and the first RMD is due by, December 31st of the year following the year of death.)*
- B.  A direct transfer of funds from an existing Inherited IRA to establish a NYLIAC Inherited IRA.
- C.  A direct transfer of funds by a beneficiary (including a trust<sup>3</sup>) from a decedent’s Roth IRA to establish a NYLIAC Inherited Roth IRA. Note: Applicable only to Guaranteed Lifetime Income Annuity II and Guaranteed Period Income Annuity II.

If RMDs under the NYLIAC Inherited IRA policy are required to be determined based on another person’s life expectancy, please complete Section III.B. This may be required if there are multiple beneficiaries and separate accounts have not been timely established, or if the beneficiary is a qualifying trust. For more information, see *the Inherited IRA Information Disclosure Statement (Q&A 9 for immediate annuities Form #18831 and Q&As 12 and 13 for deferred annuities Form #18753)*.

<sup>3</sup>Trust Beneficiaries: A trust named as a beneficiary under an IRA or Eligible Retirement Plan can establish an Inherited IRA if certain requirements are satisfied. For more information, see *the Inherited IRA Information Disclosure Statement, (Q&A 9 for immediate annuities and Q&A 13 for deferred annuities)*.

**Note:** To receive your RMD, please complete a NYLIAC withdrawal form.

**I. Present Financial Institution Information**

Name of Financial Institution \_\_\_\_\_

Mailing Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_

**II. Required information about the Decedent’s IRA or Eligible Retirement Plan**

Name \_\_\_\_\_

Date of death \_\_\_\_\_ Social Security Number \_\_\_\_\_

Date of birth \_\_\_\_\_

IRA contract/account number(s) \_\_\_\_\_

Inherited IRA contract/account number (if applicable) \_\_\_\_\_

For Inherited Roth IRA, give year in which Deceased Owner made his/her first contribution to the Roth IRA \_\_\_\_\_

Eligible Retirement Plan account/contract number(s) (if applicable) \_\_\_\_\_

### III. Required information about the Applicant/Annuitant for the Inherited IRA

A. Name \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Taxpayer I.D. Number \_\_\_\_\_

B. Date of Birth<sup>4</sup> used to determine RMDs \_\_\_\_\_

<sup>4</sup>Please provide this information only if RMDs are required to be based on another beneficiary's age. See the *Inherited IRA Information Disclosure Statement (Q&A 9 for immediate annuities Form #18831 and Q&As 12 & 13 for deferred annuities Form #18753)*.

### IV. TRANSFER REQUEST

I hereby request the transfer of the funds in the above contract(s)/account(s) to NYLIAC. (Check appropriate box).

Full Transfer  Partial Transfer \$ \_\_\_\_\_

I, the undersigned, request that you directly transfer the amount specified above to NYLIAC. Please do not withhold any amount for taxes from the funds. It is my intention that this redemption and payment shall not constitute either actual or constructive receipt of income for federal income tax purposes, and would therefore qualify as a direct transfer of assets. There will be no initial sales charge on the annuity purchased, but the deferred annuity contracts may contain a surrender charge. I request that my name does not appear as a joint payee on the check nor shall any endorsement thereon be necessary for transfer or deposit. I request that the funds be made payable to NYLIAC. I hereby certify that I have satisfied all applicable requirements under the Internal Revenue Code ("IRC") and related Treasury Regulations for establishing and transferring funds into this Inherited IRA policy, and that, if this transfer is being made from an Eligible Retirement Plan, such Eligible Retirement Plan permits direct rollovers of distributions by nonspouse beneficiaries. I understand that I am solely responsible for the tax consequences of this transfer, including but not limited to, compliance with the required minimum distribution rules applicable to Inherited IRAs. I further understand that NYLIAC, its agents and employees may not provide tax or legal advice.

**X** \_\_\_\_\_  
Applicant/Annuitant Signature

\_\_\_\_\_  
Date

### Acceptance of Transfer

As the issuer of an Inherited Individual Retirement Annuity as described in IRC Section 408(b), or IRC Section 408A(b), as applicable, NYLIAC agrees to accept the funds. When we receive the funds, we will issue the new policy provided that the amount and the proposed annuitant's age meet our policy issuance rules. If not, we will return the funds to the financial institution.



\_\_\_\_\_  
Mayra L. Diaz – Vice President

### To the Transferring Financial Institution

As the issuer, trustee, or custodian of the current policy or account, you are authorized and directed to transfer the amount specified above. **Please make check payable to:**

NYLIAC for the benefit of \_\_\_\_\_,

beneficiary of \_\_\_\_\_.

Please send the check to the address provided in the cover letter.

Issued by New York Life Insurance and Annuity Corporation (A Delaware Corporation),  
a wholly owned subsidiary of New York Life Insurance Company, 51 Madison Avenue, New York, NY 10010.  
Distributed by NYLIFE Distributors LLC (member FINRA/SIPC)



# Inherited Individual Retirement Annuity (Inherited IRA) Information Disclosure Statement

The terms used in this disclosure statement have the same meaning as defined in the policy.

## **1. What is an Inherited IRA?**

When the owner of an IRA or a participant in an eligible retirement plan (hereinafter referred to as the "Deceased Owner") dies and has named you as a beneficiary of the IRA or eligible retirement plan, you may direct that the death proceeds be transferred in a direct trustee-to-trustee transfer to purchase a new policy issued as an Inherited IRA. An eligible retirement plan includes a qualified retirement plan, section 403(b) tax sheltered annuity, or eligible governmental section 457 plan. If you are a beneficiary of an eligible retirement plan, you should confirm with the plan administrator that the plan allows direct rollovers by nonspouse beneficiaries. The Inherited IRA policy is subject to all of the fees and charges (including any applicable Surrender Charges) and all other provisions as outlined in the policy. In addition, special tax rules apply to the Inherited IRA. These special tax rules are described below.

## **2. Who is the Owner of an Inherited IRA?**

An Inherited IRA is established in the name of the Deceased Owner for the benefit of the Beneficiary (the Inherited IRA will be titled, for example, as Tom Smith as beneficiary of John Smith, deceased). However, you are entitled to exercise all rights under the Inherited IRA, including the right to name a Beneficiary in the event of your death. You will be named as the Annuitant under the Inherited IRA.

## **3. What is the benefit of an Inherited IRA?**

An Inherited IRA allows you, the beneficiary of the original IRA or eligible retirement plan, to take distributions from the Inherited IRA over a period of years generally based upon your life expectancy (however, see question #12). By taking withdrawals from the Inherited IRA over a period of time rather than as a single sum, you can spread out the tax due on the original IRA's or eligible retirement plan's death proceeds while the remaining balance continues to grow tax deferred.

## **4. I understand that the IRS allows a beneficiary of an IRA to postpone taking the death benefit proceeds for up to 5 years. Can I purchase an Inherited IRA for this purpose?**

An Inherited IRA may not be the appropriate product if a beneficiary of an IRA or eligible retirement plan only wants to postpone taking death benefit proceeds for 5 years. The Inherited IRA is designed for beneficiaries who want to spread out the receipt of their death benefit over a period of time, generally based upon their own life expectancy. Surrender Charges may apply if the Inherited IRA policy contains a Surrender Charge and is surrendered after only 5 years.

## **5. Is there a minimum amount that I must withdraw from an Inherited IRA each year in order to avoid income tax penalties?**

Yes. There is a Required Minimum Distribution (RMD) generally based upon your life expectancy. The life expectancy table used is the Internal Revenue Service (IRS) Single Life Expectancy Table, which may be found in IRS Publication 590. The RMD for a given year is determined by dividing the Inherited IRA's account balance as of the end of the prior year by a divisor derived from the IRS life expectancy table.

## **6. When must I take distributions of my RMD to avoid an IRS tax penalty?**

To avoid an IRS tax penalty, the first RMD is due by December 31 of the year following the year in which the Deceased Owner died. Thereafter, you must make an RMD withdrawal by December 31 of each subsequent year. To receive your RMD, you must complete a NYLIAC withdrawal form.

## **7. Are there tax consequences if I do not withdraw my RMD amount?**

Yes. If you do not withdraw your RMD amount when required by the tax law, the IRS may impose a penalty tax equal to 50% of the excess of the RMD amount over the amounts, if any, you actually withdrew from the annuity during the year.

## **8. Can I withdraw more from the Inherited IRA each year than my RMD amount?**

Yes. You can withdraw more than your RMD amount each year. However, you may be subject to Surrender Charges if the Inherited IRA contains a Surrender Charge provision. Please refer to the "Charges" section of the policy for details regarding any Surrender Charges.

## **9. Is there an IRS 10% early withdrawal penalty on my withdrawals if I am under age 59½?**

No. There is no IRS early withdrawal penalty on any withdrawals you make from the Inherited IRA.

## **10. Will I have to pay taxes on my RMDs and any other withdrawals I receive from my Inherited IRA?**

Yes. RMDs and other withdrawals made from your Inherited IRA are treated as ordinary income for the tax year in which the RMDs or withdrawals are received.

**11. *May a person other than an individual be considered to be a designated beneficiary for purposes of the RMD rules?***

No, except for certain trusts (see Question #13), only individuals may be designated beneficiaries for purposes of the RMD rules. A person that is not an individual, such as the Deceased Owner's estate or a charity, may not be a designated beneficiary. If, as of September 30 of the year following the year in which the Deceased Owner dies, a person other than an individual is designated as a beneficiary, the Deceased Owner will be treated as having no designated beneficiary for purposes of the RMD rules, even if there are also individuals designated as beneficiaries. If there is no designated beneficiary, then the IRA or eligible retirement plan must be distributed over a period not to exceed the Deceased Owner's remaining life expectancy (if the Deceased Owner died on or after the date on which distributions were required to begin) or by the end of the fifth year following the year of the Deceased Owner's death (if the Deceased Owner died before the date on which distributions were required to begin). Please consult your tax advisor to discuss how these rules apply to your particular situation.

**12. *Are there any situations where I would not use my own life expectancy to determine the RMD amount?***

Yes. If: (1) there are multiple individual beneficiaries under the original IRA or eligible retirement plan, (2) separate accounts are not established by the end of the year following the year of the Deceased Owner's death, and (3) you are not the oldest beneficiary then RMDs must be determined based on the life expectancy of the oldest beneficiary. Your tax advisor will be able to help you determine whose life expectancy must be used.

**13. *If a Trust is named as a beneficiary under an IRA or Eligible Retirement Plan, can the Trust purchase an Inherited IRA?***

Yes, provided the below requirements are met. Although a trust cannot be a designated beneficiary, the beneficiaries of a trust may be treated as having been designated as beneficiaries of the IRA or Eligible Retirement Plan if all of the following requirements are met:

1. The trust is a valid trust under state law, or would be but for the fact that there is no corpus (i.e., principal).
2. The trust is irrevocable or will, by its terms, become irrevocable upon the Deceased Owner's death.
3. The beneficiaries of the trust who are beneficiaries with respect to the trust's interest in the Deceased Owner's benefit are identifiable from the trust instrument.
4. The trustee must provide NYLIAC with the following documentation by October 31 of the year following the year of the owner's death:
  - a. A final list of all beneficiaries of the trust as of September 30 of the year following the year of the owner's death (including contingent and remainder beneficiaries with a description of the conditions of their entitlement);
  - b. A certification that, to the best of the trustee's knowledge, this list is correct and complete and that the requirements of (1), (2) and (3), above, are satisfied; and
  - c. An agreement to provide NYLIAC with a copy of the trust instrument upon demand.

The separate account rules cannot be used by beneficiaries of a trust. Therefore, if there is more than one beneficiary of a trust, then the oldest beneficiary must be named as the Annuitant and that individual's date of birth must be used to determine RMDs under the Inherited IRA.

**14. *Can I name Beneficiaries of my Inherited IRA?***

Yes. You have a right to name Beneficiaries of your Inherited IRA. However, after your death, your beneficiaries must continue to receive RMDs over a period not exceeding the maximum distribution period which was in effect during your life.

**15. *Can I make additional contributions to my Inherited IRA?***

No. You cannot make additional contributions, including rollover contributions, to your Inherited IRA.

**16. *Can I rollover distributions from my Inherited IRA?***

No. You cannot rollover distributions from your Inherited IRA.

**17. *May I use one of the Income Payment options that may be available as described in the policy to satisfy my RMD requirements?***

Yes. However, the Life Income Payment option may not be an appropriate option to satisfy your RMD requirements. Other available options, such as a fixed period payment option, may be an appropriate option. Your tax advisor will be able to help you determine which payment option is appropriate to satisfy your RMD requirements. (Please note that the Income Payment options are not available without Surrender Charges until after the first Policy Anniversary.)



# Inherited Individual Retirement Annuity (Inherited IRA) Information Disclosure Statement Guaranteed Lifetime Income Annuity II and Guaranteed Period Income Annuity II

The terms used in this disclosure statement have the same meaning as defined in the policy.

Unless otherwise indicated, this information applies to both traditional and Roth Inherited IRAs.

## 1. **What is an Inherited IRA?**

When the owner of an IRA or a participant in an eligible retirement plan (hereinafter referred to as the "Deceased Owner") dies and has named you as a beneficiary of the IRA or eligible retirement plan, you may direct that the death proceeds be transferred in a direct trustee-to-trustee transfer to purchase a new policy issued as an Inherited IRA. An eligible retirement plan includes a section 401(a) qualified retirement plan, a section 403(b) tax sheltered annuity, or an eligible governmental section 457 plan. If you are a beneficiary of an eligible retirement plan, you should confirm with the plan administrator that the plan allows direct rollovers by nonspouse beneficiaries. The Inherited IRA policy is subject to all of the fees and charges and all other provisions as outlined in the policy. In addition, special tax rules apply to the Inherited IRA. These special tax rules are described below.

## 2. **Who is the Owner of an Inherited IRA?**

An Inherited IRA is established in the name of the Deceased Owner for the benefit of the Beneficiary (the Inherited IRA will be titled, for example, as Tom Smith as Beneficiary of John Smith, deceased). However, you are entitled to exercise all rights under the Inherited IRA, including the right to name a Beneficiary in the event of your death. You will be named as the Annuitant under the Inherited IRA (however, see Question 9).

## 3. **What is the benefit of an Inherited IRA?**

An Inherited IRA allows you, the nonspouse beneficiary of the original IRA or eligible retirement plan, to receive distributions from the Inherited IRA over a period of years no longer than your life or life expectancy. By receiving distributions from the Inherited IRA over a period of time rather than as a single sum, you can spread out the tax due on the original IRA's or eligible retirement plan's death proceeds. However, if your policy is issued as an **Inherited Roth IRA**, please see Questions 14 and 15.

## 4. **Is there a minimum amount that I must withdraw from an Inherited IRA each year in order to avoid income tax penalties?**

Yes. The Annuity Income Payments generated by your Guaranteed Lifetime Income Annuity II or Guaranteed Period Income Annuity II should satisfy your RMD requirement with respect to the funds transferred into this policy. RMDs with respect to any other IRAs or Inherited IRAs that you may own must be separately calculated and satisfied.

## 5. **When must I take distributions of my RMD to avoid an IRS tax penalty?**

To satisfy the RMD requirements and avoid an IRS tax penalty, Annuity Income Payments under your Guaranteed Lifetime Income Annuity II or Guaranteed Period Income Annuity II policy must begin by December 31 of the year following the year in which the Deceased Owner died. Additionally, since the Guaranteed Lifetime Income Annuity II and Guaranteed Period Income Annuity II are immediate annuities, Annuity Income Payments must begin within 12 months of the Policy Date.

## 6. **Can I withdraw more from the Inherited IRA each year than my RMD amount?**

Yes. You can withdraw more than your RMD amount each year, in accordance with the terms of your policy.

## 7. **Is there an IRS 10% early withdrawal penalty on my withdrawals if I am under age 59½?**

No. There is no IRS early withdrawal penalty on any withdrawals you make from the Inherited IRA.

## 8. **Will I have to pay taxes on Annuity Income Payments and any other withdrawals I receive from my Inherited IRA?**

Yes. Annuity Income Payments and other withdrawals made from your Inherited IRA are treated as ordinary income for the tax year in which the Annuity Income Payments or withdrawals are received. However, if your policy is issued as an **Inherited Roth IRA**, please see Questions 14 and 15.



**9. Will I be eligible to purchase this policy if I am not the measuring life for purposes of calculating RMDs?**

No. In order to purchase this policy, you generally must be the measuring life for purposes of the RMD rules. The measuring life determines the maximum period over which distributions from the Inherited IRA may be made. Generally, the designated beneficiary of the IRA or eligible retirement plan is the measuring life for RMD purposes. However, the following special rules apply if there are multiple beneficiaries, or if a trust is the beneficiary, of the IRA or eligible retirement plan. Please consult your tax advisor regarding the application of these rules to your particular circumstances.

**Multiple Beneficiaries.** If there are multiple individual beneficiaries named under an IRA or eligible retirement plan, the oldest beneficiary is generally the measuring life for purposes of the RMD rules. However, IRS regulations generally permit beneficiaries to establish separate accounts with respect to each beneficiary's share of the IRA or eligible retirement plan. Each beneficiary who properly and timely establishes a separate account may be treated as a measuring life for RMD purposes, and generally will be able to receive distributions over his or her own life expectancy.

**Trust Beneficiaries.** If a trust is named as the beneficiary of an IRA or eligible retirement plan, then the beneficiary of the trust may be treated as having been designated as a beneficiary of the IRA or eligible retirement plan if certain requirements are met. These requirements can be found in IRS Publication 590. However, if the trust has multiple beneficiaries, the separate account rules described above are not available to the beneficiaries of the trust. Therefore, if a trust with multiple trust beneficiaries is the beneficiary of an IRA or eligible retirement plan, and the trust satisfies all applicable requirements under IRS regulations, then only the oldest beneficiary of the trust would be eligible to purchase this policy.

**Guaranteed Period Income Annuity II only:** Beneficiaries who are not the measuring life may purchase a Guaranteed Period Income Annuity II, provided the payment period does not exceed the life expectancy of the measuring life.

**10. May a person other than an individual be treated as a designated beneficiary for purposes of the RMD rules?**

No, except for certain trusts (see Question 9), only individuals may be designated beneficiaries for purposes of the RMD rules. A person that is not an individual, such as the Deceased Owner's estate or a charity, may not be a designated beneficiary. If, as of September 30 of the year following the year in which the Deceased Owner dies, a person other than an individual is designated as a beneficiary, the Deceased Owner will be treated as having no designated beneficiary for purposes of the RMD rules, even if there are also individuals designated as beneficiaries. In this situation, you will not be eligible to purchase an Inherited IRA policy. Please consult your tax advisor regarding the application of these rules to your particular circumstances.

**11. Can I name Beneficiaries of my Inherited IRA?**

Yes. You have a right to name Beneficiaries of your Inherited IRA.

**12. Can I make additional contributions to my Inherited IRA?**

No. You cannot make additional contributions, including rollover contributions, to your Inherited IRA.

**13. Can I rollover distributions from my Inherited IRA?**

No. You cannot rollover distributions from your Inherited IRA.

**14. Are there additional special rules that apply if this policy is issued as an Inherited Roth IRA?**

Yes. If your policy is issued as an Inherited Roth IRA, then the policy will only accept, as a single contribution, death proceeds from the Roth IRA of the specified Deceased Owner for the benefit of the specified designated beneficiary. The Deceased Owner must have made his/her initial contribution to the Roth IRA in a year which is at least five years before the year in which Annuity Income Payments commence under this policy. In addition, Annuity Income Payments under this policy must commence by December 31 of the year following the year of the Deceased Owner's death.

**15. Will I have to pay tax on Annuity Income Payments and any other withdrawals I receive from my Inherited Roth IRA policy?**

No. Annuity Income Payments and any other withdrawals you receive from your Inherited Roth IRA policy are qualified distributions, which are not subject to tax.



