



# Attention

In New York only, as of **January 1, 2024**, the below changes will go into effect for the FlexChoice Access optional living benefit rider<sup>1</sup>.

- Expedite withdrawal option will no longer be available.
- Withdrawal rate and lifetime guarantee age bands will be updated. See the below table.

Age at 1st Withdrawal	Withdrawal Rate	AFTER ACCOUNT VALUE REDUCES TO ZERO	
		Single Lifetime Guarantee Rate	Joint Lifetime Guarantee Rate
59½ to less than 60	4.25%	4.25%	3.60%
60 to less than 65	4.25%	4.25%	3.60%
65 to less than 70	5.25%	5.25%	4.45%
70 to less than 75	5.65%	5.65%	4.80%
75 to less than 80	6.15%	6.15%	5.20%
80 to less than 85	6.75%	6.75%	5.70%
85 to less than 90	7.45%	7.45%	6.30%
90 to less than 95	8.35%	8.35%	7.10%
95+	9.55%	9.55%	8.10%

<sup>1</sup> FlexChoice Access is referred to as the Guaranteed Lifetime Withdrawal Benefit (GLWB) in the prospectus and is available for an additional annual fee.

This material must be preceded or accompanied by a prospectus for the variable annuity issued by Brighthouse Life Insurance Company of NY. The contract prospectus contains information about the contract's features, risks, charges, and expenses. Investors should consider the investment objectives, risks, charges, and expenses of the investment company carefully before investing. The investment objectives, risks, and policies of the investment options, as well as other information about the investment options, are described in their respective prospectuses. Prospectuses and complete details about the contract are available from your financial professional and should be read carefully before investing. Please refer to the contract prospectus for more complete details regarding the living and death benefits.

Variable annuities are long-term investments designed for retirement purposes. Variable annuities issued by Brighthouse Life Insurance Company of NY, have limitations, exclusions, charges, termination provisions, and terms for keeping them in force. There is no guarantee that any of the variable investment options in this product will meet their stated goals or objectives. The account value is subject to market fluctuations and investment risk so that, when withdrawn, it may be worth more or less than its original value, even when an optional protection benefit rider is elected. All contract and rider guarantees, including optional benefits and annuity payout rates, are subject to the claims-paying ability and financial strength of the issuing insurance company. Please contact your financial professional for complete details.

Variable annuities are issued by, and product guarantees are solely the responsibility of Brighthouse Life Insurance Company of NY, New York, NY 10017, on Policy Form 6010 (3/07) ("Brighthouse Financial"). All variable products are distributed by Brighthouse Securities, LLC (member FINRA). All are Brighthouse Financial affiliated companies. Product availability and features may vary by state or firm.

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## Class

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## Product Facts

For use in NY only

**Investment  
Amounts\***
**Standard**
**Initial Minimum:** \$5,000 (non-qualified); \$2,000 (qualified)

**Minimum for Subsequent Investments:<sup>1</sup>** \$500

**Maximum Without Prior Company Approval:** \$1 million

**L Share Option**
**Initial Minimum:** \$10,000 (non-qualified and qualified)

**Minimum for Subsequent Investments:<sup>1</sup>** \$500<sup>2</sup>
**Maximum Without Prior Company Approval:** \$1 million

**Investors'  
Age Limits**
**Maximum Issue Age:** 85 years old at time contract is issued

**Maximum Age to Annuitize:** Later of 90 years old or 10 years from contract issue date

**Access to  
Your Money**

- **Free Withdrawals:** You may withdraw 100% of earnings at any time. After the first contract year, you can withdraw up to 10% of purchase payments each year, free of a contractual withdrawal charge.
- **Systematic Withdrawals:** Scheduled stream of monthly or quarterly withdrawal payments of up to 10% of purchase payments annually, provided that each payment is at least \$100. Available in year 2 and thereafter free of a contractual withdrawal charge. After the first contract year, you can receive payments annually or semi-annually.
- **Lump Sum:** Receive a single payment equal to your account value, minus any contractual withdrawal charge and/or other fees.
- **Nursing Home Waiver:<sup>3</sup>** After the first contract year, we will waive the withdrawal charge if you or the joint owner becomes confined to a hospital and/or nursing home for at least 90 days. Confinement must start after the first contract year. Available to purchasers age 80 or younger at contract issue.
- **Terminal Illness Waiver:<sup>3</sup>** After the first contract year, we will waive the withdrawal charge if you or the joint owner becomes terminally ill and is not expected to live more than 12 months as certified by a physician. Available to purchasers age 80 or younger at contract issue.

Please see the "Fees and Charges" section for a description of the declining withdrawal charge schedule.

\* For the Guaranteed Access Benefit optional living benefit rider only, no subsequent purchase payments are allowed after 120 days from contract issue. In the prospectus, the Guaranteed Access Benefit is referred to as Guaranteed Withdrawal Benefit (GWB v1).

• Not a Deposit • Not FDIC Insured • Not Insured by Any Federal Government Agency  
 • Not Guaranteed by Any Bank or Credit Union • May Lose Value

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## Optional Living Benefits<sup>4</sup>

### FlexChoice Access<sup>5</sup>

- **Age:** Available to purchasers ages 50-85 at contract issue. Issue age may vary by state. See the prospectus for details.
- **Benefit:** Guarantees lifetime income determined off the Benefit Base, which will increase by the Rollup Rate and any Automatic Step-Ups or subsequent purchase payments. Reduced only for excess withdrawals and withdrawals before age 59½.<sup>6</sup> Withdrawal Rate to be determined by the timing of the first withdrawal after age 59½. If the account value is reduced to zero due to an allowable withdrawal, lifetime income payments will be made using the applicable Lifetime Guarantee Rate. If account value is reduced to zero due to an excess withdrawal or due to a full withdrawal prior to age 59½, you will not receive lifetime income payments.
- **FlexChoice Access Level** offers a steady withdrawal rate and Lifetime Guarantee Rate throughout the purchaser's lifetime, if single lifetime income is selected at the time the account value is reduced to zero. Joint lifetime income is available for spouses if the account value is reduced to zero (age limitation applies); Joint Lifetime Guarantee Rates are lower than corresponding Single Lifetime Guarantee Rates.
- **Charge:** Additional annual charge is 1.35% of the Benefit Base.<sup>7</sup>
- **Subsequent Purchase Payments:** We may restrict subsequent purchase payments at any time if changes are made to the terms of the rider or if the benefit is no longer available to new customers. See the prospectus for details.

### Brighthouse Guaranteed Access Benefit<sup>8</sup>

- **Age:** Available to purchasers age 80 or younger at contract issue.
- **Benefit:** Guarantees that you will get back at least what you invest through a series of annual withdrawals provided withdrawals in any contract year do not exceed the maximum amount allowed under the rider.<sup>6</sup> Three withdrawal rates are available, to be determined by the timing of the first withdrawal. Once the withdrawal rate is set, it will be locked in for the life of the contract.
- **Payment Enhancement Feature:** If you are confined to a nursing home, we will allow you to increase your annual withdrawals for a contract year, as long as certain conditions are met.<sup>9</sup>
- **Investment Allocation:** You must allocate your purchase payments to one or more of the Risk Managed Global Multi-Asset Portfolios and/or the Western Asset Management Government Income Portfolio or the MetLife Aggregate Bond Index Portfolio.
- **Charge:** Additional annual charge is 0.90% of the Total Guaranteed Withdrawal amount.<sup>10</sup>

Please refer to the prospectus and benefit brochures for details and to learn more about FlexChoice Access, including available investment options and allocation restrictions.

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## Death Benefit<sup>4</sup>

PAYABLE IF THE CONTRACT OWNER (OR ANNUITANT IF OWNED BY A NON-NATURAL OWNER) DIES PRIOR TO ANNUITIZING THE CONTRACT

### Principal Protection

- **Benefit:** Pays the greater of your account value or purchase payments, adjusted proportionately for any withdrawals. Comes standard with the contract at no additional charge.

Please see the prospectus and benefit brochures for more details.

FlexChoice Access is referred to as the Guaranteed Lifetime Withdrawal Benefit (GLWB) in the prospectus and is available for an additional annual charge.

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### Additional Death Benefit Features

The taxable portion of the death benefit is subject to ordinary income tax. The taxable portion is equal to the excess of the death benefit payable over the after-tax principal in the contract. If the account value drops to zero, there is no death benefit payable.

- **Spousal Continuation:** Your spouse, as sole primary beneficiary, may choose to continue the contract at your death. Initial account value at continuation is the greater of the death benefit or account value.
  - **Controlled Payout Plan:** You decide how long your beneficiary(ies) will receive the death benefit after your death. Available on non-qualified contracts only.
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### Options for Investing<sup>11</sup>

Your variable annuity offers a diversified selection of investment options and gives you the flexibility to design your own investment strategy or use professionally managed asset allocation portfolios.

Please refer to the product and fund prospectuses for details including available investment options and allocation restrictions.

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### Automated Investing Options

- **Dollar Cost Averaging:**<sup>12</sup> Systematic monthly transfers from the BlackRock Ultra-Short Term Bond Portfolio to any of the other portfolios.
  - **Portfolio Rebalancing:**<sup>11</sup> On a monthly, quarterly, semi-annual, or annual basis; tax-free transfers between investment options.
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### Payout Options

- Variable and fixed annuity options available
- Lifetime payments (for annuitant only or joint annuitants)
- Lifetime payments (for annuitant only or joint annuitants), guaranteed for a certain number of years
- Payments guaranteed for a certain number of years

For qualified contracts, including IRAs, non-spousal annuitants cannot be greater than 10 years apart.

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### Fees and Charges

- No front-end sales charge
  - Annual \$30 Account Fee<sup>13</sup> (waived if account value is \$50,000 or more)
  - Mortality & Expense and Administration Charge (includes Principal Protection Death Benefit and 0.25% Administration Charge)
    - **Standard:** 1.15%
    - **L Share Option:** Years 1-4 are 1.85%; Year 5 and thereafter is 1.15%
  - Investment option expenses vary and are taken out of the investment option based on a percentage of the assets; charges are assessed daily at an annual rate on the investment option's average net assets
  - **Withdrawal Charges:** A separate withdrawal charge schedule applies to each purchase payment
    - **Standard:** Declining withdrawal charge on each purchase payment withdrawn in excess of the Free Withdrawal Amount and before a full 7 contract years: 7%, 6%, 6%, 5%, 4%, 3%, 2%, 0%
    - **L Share Option:** Declining withdrawal charge on each purchase payment withdrawn in excess of the Free Withdrawal Amount and before a full 4 contract years: 7%, 6%, 6%, 5%, 0%
  - \$25 fee for transfers over 12 per contract year may apply – currently waived
- Please see the "Optional Living Benefits" section for optional benefit charges.
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**Please see the prospectus and benefit brochures for more details.**

In the prospectus, "Standard" is referred to as "Class S" and "L Share Option" is referred to as "Class S – L Share Option."

All guarantees, including any optional benefits, are subject to the claims-paying ability and financial strength of the issuing insurance company. Each issuing insurance company is solely responsible for its own financial condition and contractual obligations.

**Guarantees apply to certain insurance and annuity products (not securities, variable, or investment advisory products), including optional benefits, and are subject to product terms, exclusions, and limitations.**

Buying an annuity to fund a qualified retirement plan or IRA should be done for the annuity's features and benefits other than tax deferral. Tax deferral is generally a feature of a qualified retirement plan or IRA, so an annuity would not provide an additional tax deferral benefit. References throughout this material to tax advantages, such as tax deferral and tax-free transfers, are subject to this consideration. The product described in this material is not made available to employer-sponsored qualified retirement plans. For non-qualified annuities, tax deferral is not available to corporations and certain other entities.

- 1 If you make no purchase payments for 3 years and your account value is less than \$2,000, we may terminate the contract. For subsequent investments for IRAs, we will accept a different amount if required by federal tax law.
- 2 The minimum subsequent Purchase Payment is \$500 unless the contract owner elects an electronic funds transfer program approved by Brighthouse Financial, in which case the minimum subsequent Purchase Payment is \$100 per month.
- 3 May not make additional payments once waiver is used. Other restrictions apply. See prospectus for details.
- 4 For qualified retirement plans and IRAs, income payments and withdrawals must generally comply with the required minimum distribution rules, which may limit the benefit of certain living and/or death benefits.
- 5 The FlexChoice Access living benefit rider is referred to as the Guaranteed Lifetime Withdrawal Benefit (GLWB) in the prospectus. If you elected the FlexChoice Access living benefit rider with your variable annuity contract, you can take annual non-excess withdrawals after age 59½ and still maintain the Benefit Base at least equal to the initial purchase payment. If your account value is reduced to zero due to a non-excess withdrawal, you will receive lifetime income payments under the FlexChoice Access benefit. Depending on whether single lifetime or joint lifetime payments are selected, the annual amount of lifetime payments under the FlexChoice Access benefit may be lower than the annual withdrawal amounts received before the account value was reduced to zero.

FlexChoice Access may be canceled on the 5th, 10th, or a later contract anniversary and a Guaranteed Principal Adjustment to the account value may be available. Once canceled, it cannot be re-elected. See the prospectus for details. For FlexChoice Access, we may restrict subsequent purchase payments at any time if changes are made to the benefit terms or if the rider is no longer available to new customers. See prospectus for details.

- 6 Excess withdrawals are withdrawals that exceed the Annual Benefit Payment in a contract year and can significantly impact your guarantees. See the prospectus for details.
- 7 Deducted from the account value and assessed on the contract anniversary. A pro rata portion of the FlexChoice Access living benefit charge will be assessed upon: a complete withdrawal from your contract that is either an excess withdrawal or a withdrawal before age 59½, annuitization of the contract, change of owner or joint owner (or the annuitant, if a non-natural person owns the contract), termination of the contract other than by death, or assignment of the contract if on a date other than your contract anniversary.

If your Benefit Base is increased due to an Automatic Step-Up, we may reset the rider charge applicable beginning after the contract anniversary on which the Automatic Step-Up occurs to a rate that does not exceed the lower of: (a) the Maximum Automatic Step-Up Charge (2.00% for FlexChoice Access) or (b) the current rate that we would charge for the same rider with the same benefits, if available for new contract purchases at the time of the Automatic Step-Up.

- 8 If you elected the Guaranteed Access Benefit with your variable annuity contract, you can take annual withdrawals up to your withdrawal rate. The withdrawal rate is based on your Total Guaranteed Withdrawal Amount. The Total Guaranteed Withdrawal Amount is equal to all purchase payments in the first 120 days from contract issue. The Guaranteed Access Benefit does not establish a guaranteed lifetime income amount. May only be canceled within 30 days following your 5th, 10th, 15th, or later contract anniversary. For Guaranteed Access Benefit only, no subsequent purchase payments are allowed after 120 days from contract issue, but this restriction is not applicable once the Guaranteed Access Benefit has terminated.
- 9 In order to access the Payment Enhancement Feature, the following conditions must be met: 3-year waiting period from the Guaranteed Access Benefit effective date; elimination period of confinement in a qualified facility of 90 days; maximum age to qualify for the feature will be the contract anniversary immediately prior to the oldest Owner's 81st birthday; the feature will only be added to contracts if the oldest owner is age 75 or younger; no excess withdrawals are allowed in the contract year of the request for the feature; contract owner's request will be verified by Annuity Operations; account value must be greater than zero upon approval of the request; multiple withdrawals will be allowed during the contract year under the

feature, but will not be allowed as part of a Systematic Withdrawal Program.

- 10 Deducted from account value and assessed on the contract anniversary. A pro rata portion of the Guaranteed Access Benefit charge will be assessed upon a complete withdrawal from your contract, annuitization of the contract, change of owner or joint owner (or the annuitant, if a nonnatural person owns the contract), termination of the contract other than death, or assignment of the contract if on a date other than your contract anniversary.

If your Total Guaranteed Withdrawal Amount is increased due to an Automatic Step-Up, we may reset the rider charge applicable beginning after the contract anniversary on which the Automatic Step-Up occurs to a rate that does not exceed the lower of: (a) the Maximum Automatic Step-Up Charge of 1.80% or (b) the current rate that we would charge for the same rider available for new contract purchases at the time of the Automatic Step-Up.

- 11 The variable annuity contract and the underlying investment portfolios are not designed for "market timing" strategies. We may limit transfers in circumstances of market timing or other transfers that we determine are or would be to the disadvantage of other contract holders. Rebalancing does not ensure a profit and does not protect against loss in declining markets. It involves reallocation of investment percentages regardless of fluctuation in price levels. You should consider your financial ability to continue purchasing through periods of low price levels.
- 12 Dollar cost averaging does not ensure a profit and does not protect against loss in declining markets. Since dollar cost averaging involves continuous investment in securities regardless of fluctuating price levels of such securities, the investor should carefully consider their financial ability to continue purchases through periods of fluctuating price levels.
- 13 Assessed on the contract anniversary. A full Account Fee will be deducted upon complete withdrawal from your contract. A pro rata portion of the Account Fee will be deducted from the account value on the annuity date if this date is other than a contract anniversary.

**Investment performance is not guaranteed.**

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Withdrawals of taxable amounts are subject to ordinary income tax. Withdrawals made before age 59½ may also be subject to a 10% federal income tax penalty. Distributions of taxable amounts from a non-qualified annuity may also be subject to the 3.8% Net Investment Income Tax that is generally imposed on interest, dividends, and annuity income if the modified adjusted gross income exceeds the applicable threshold amount. Withdrawals will reduce the death benefit and account value. Withdrawals may be subject to withdrawal charges.

Any discussion of taxes is for general informational purposes only, does not purport to be complete or cover every situation, and should not be construed as legal, tax, or accounting advice. Clients should confer with their qualified legal, tax, and accounting professionals as appropriate.

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