#### STATEMENT OF ADDITIONAL INFORMATION

## ALLIANZ INDEX ADVANTAGE® NEW YORK VARIABLE ANNUITY CONTRACT ISSUED ON OR BEFORE DECEMBER 31, 2022

### INDIVIDUAL FLEXIBLE PURCHASE PAYMENT VARIABLE AND INDEX-LINKED DEFERRED ANNUITY CONTRACT

#### Issued by

#### ALLIANZ LIFE OF NY VARIABLE ACCOUNT C (the Separate Account) and

#### ALLIANZ LIFE INSURANCE COMPANY OF NEW YORK (Allianz Life of New York, we, us, our)

This Statement of Additional Information (SAI) is not a prospectus. It should be read in conjunction with the Contract's prospectus, dated May 1, 2024. Definitions of capitalized terms can be found in the glossary of the prospectus.

The prospectus contains important information about the Contract and Allianz Life of New York that you ought to know before investing. For a copy of the Contract's prospectus, visit <u>www.allianzlife.com/new-york/prospectuses</u>, send an email request to contact.us@allianzlife.com, or call or write us at:

#### Allianz Life Insurance Company of New York P. O. Box 59060 Minneapolis MN 55459-0060 (800) 624-0197

Dated: May 1, 2024

# TABLE OF CONTENTS

Allianz Life of New York as Custodian	3
Legal Opinions	3
Distributor	3
Administrative Service Fees	3

Annuity Payments	
Annuity Payment Options4	
Appendix A – Death of the Owner and/or Annuitant5	

# ALLIANZ LIFE OF NEW YORK AS CUSTODIAN

Allianz Life of New York does not have a separate custodian for the assets owned through the Separate Account. Most mutual fund shares are not in certificated form, and as such, Allianz Life of New York in effect acts as self custodian for the non-certificated shares we own through the Separate Account.

# LEGAL OPINIONS

John P. Hite, Associate General Counsel, Senior Counsel of Allianz Life of New York, has provided legal advice on certain matters in connection with the issuance of the Contracts.

# DISTRIBUTOR

The Contracts, which are offered continuously, are distributed by Allianz Life Financial Services, LLC (ALFS), a wholly owned subsidiary of Allianz Life Insurance Company of North America.

ALFS sells annuity contracts issued by Allianz Life of New York primarily through "wholesaling," in which ALFS sells contracts through a large group of mostly non-affiliated broker/dealer firms. Currently, ALFS has agreements with approximately 541 retail broker/dealers to sell its contracts.

As described in the prospectus, ALFS may pay marketing support payments to certain third-party firms for marketing our contracts. Currently, ALFS makes marketing support payments to approximately 70 broker-dealer firms. These payments vary in amount. In 2023, the five firms receiving the largest payments, ranging from \$1,021,971.93 to \$13,733,465.05 are listed below.

## Firm Name

LPL Financial MML Investors Services, Inc Royal Alliance Wells Fargo Advisors LLC – Wealth (ISG) Wells Fargo Advisors LLC (PCG)

# ADMINISTRATIVE SERVICE FEES

Allianz Life contracts with Tata Consultancy Services (Tata) to perform certain administrative services as described in prospectus section 12, Other Information – Administration/Allianz Service Center. Allianz Life paid Tata the following amounts for these services during the last three calendar years:

Calendar Year	Total Paid to Tata
2021	\$2,112,265
2022	\$2,015,485
2023	\$2,503,039

# ANNUITY PAYMENTS

We base Annuity Payments on the Contract Value. We guarantee the dollar amount of Annuity Payments (equal installments) and this amount does not change except as provided under Annuity Option 3. The Contract Value you apply to Annuity Payments is placed in our general account and does not participate in the Variable Options' performance. Annuity Payments are based on an interest rate and mortality table specified in your Contract. These rates are guaranteed and we cannot use lower rates.

## Annuity Payments end upon the earliest of the following.

- Under Annuity Options 1 and 3, the death of the last surviving Annuitant.
- Under Annuity Options 2 and 4, the death of the last surviving Annuitant and the end of the guaranteed period.

3

- Under Annuity Option 5, the death of the Annuitant and payment of any lump sum refund.
- When the Contract ends.

## ANNUITY PAYMENT OPTIONS

The Annuity Payment Options are briefly described in prospectus section 8 – The Annuity Phase, and we included additional information that you may find helpful here.

**Option 1. Life Annuity.** We make Annuity Payments during the life of the Annuitant, and the last payment is the one that is due before the Annuitant's death. If the Annuitant dies shortly after the Annuity Date, the Payee may receive less than your investment in the Contract.

**Option 2. Life Annuity with Payments Over 5, 10, 15 or 20 Years Guaranteed.** We make Annuity Payments during the life of the Annuitant. If the Annuitant dies before the end of the selected guaranteed period, we continue to make Annuity Payments to the Payee for the rest of the guaranteed period. If the Payee and Annuitant were the same person, we make payments to the Owner. If the Payee, Annuitant and Owner were the same person, we make payments to the Beneficiary(ies). If the Annuitant dies after the selected guaranteed period ends, the last payment is the one that is due before the Annuitant's death.

**Option 3. Joint and Last Survivor Annuity.** We make Annuity Payments during the lifetimes of the Annuitant and the joint Annuitant. Upon the death of one Annuitant, Annuity Payments to the Payee continue during the lifetime of the surviving joint Annuitant, at a level of 100%, 75% or 50% selected by the Owner when he or she chose this Annuity Payment option. Annuity Payments stop with the last payment that is due before the last surviving joint Annuitant's death. If both Annuitants die shortly after the Annuity Date, the Payee may receive less than your investment in the Contract.

**Option 4. Joint and Last Survivor Annuity with Payments Over 5, 10, 15 or 20 Years Guaranteed.** We make Annuity Payments during the lifetimes of the Annuitant and the joint Annuitant. Upon the death of one Annuitant, Annuity Payments continue to the Payee during the lifetime of the surviving joint Annuitant at 100% of the amount that was paid when both Annuitants were alive. However, if both joint Annuitants die before the end of the selected guaranteed period, we continue to make Annuity Payments to the Payee for the rest of the guaranteed period. If the Payee and Annuitant were the same person, we make payments to the Owner. If the Payee, Annuitant and Owner were the same person, we make payments to the last surviving joint Annuitant dies after the selected guaranteed period ends, the last payment is the one that is due before the Annuitant's death.

**Option 5. Refund Life Annuity.** We make Annuity Payments during the lifetime of the Annuitant, and the last payment is the one that is due before the Annuitant's death. After the Annuitant's death, the Payee may receive a lump sum refund. The amount of the refund equals the amount applied to this Annuity Option minus the total paid under this option.

# APPENDIX A - DEATH OF THE OWNER AND/OR ANNUITANT

The following tables are intended to help you better understand what happens upon the death of any Owner and/or Annuitant under the different portions of the Contract.

## UPON THE DEATH OF A SOLE OWNER

Action if the Contract is in the Accumulation Phase	Action if the Contract is in the Annuity Phase
<ul> <li>If this is an Inherited IRA Contract, the Beneficiary can either:</li> <li>continue to receive RMD payments based on the remaining life expectancy of the deceased Inherited IRA Owner and the Contract Value as of the Business Day we receive a Valid Claim, until ten years after the Inherited IRA Owner's death at which time we make a lump sum payment, or</li> <li>receive a lump sum payment of the Contract Value as of the Business Day we receive a Valid Claim.</li> <li>We pay a death benefit to the Beneficiary unless the Beneficiary is the surviving spouse and continues the Contract. For a description of the death benefit and payout options, see prospectus section 10, Death Benefit - Death Benefit Payment Options During the Accumulation Phase.</li> <li>If the deceased Owner was a Determining Life and the surviving spouse Beneficiary continues the Contract: <ul> <li>we increase the Contract Value to equal the Guaranteed Death Benefit Value if greater and the Traditional Death Benefit ends,</li> <li>the surviving spouse becomes the new Owner,</li> <li>the Accumulation Phase continues, and</li> <li>upon the surviving spouse's death, his or her Beneficiary(ies) receives the Contract Value.</li> </ul> </li> </ul>	<ul> <li>The Beneficiary becomes the Payee. If we are still required to make Annuity Payments under the selected Annuity Option, the Beneficiary also becomes the new Owner.</li> <li>If the deceased was not an Annuitant, Annuity Payments to the Payee continue. No death benefit is payable.</li> <li>If the deceased was the only surviving Annuitant, Annuity Payments end or continue as follows. <ul> <li>Annuity Option 1 or 3, payments end.</li> <li>Annuity Option 2 or 4, payments end when the guaranteed period ends.</li> <li>Annuity Option 5, payments end and the Payee may receive a lump sum refund.</li> </ul> </li> <li>If the deceased was an Annuitant and there is a surviving joint Annuitant, Annuity Payments to the Payee continue during the lifetime of the surviving joint Annuitant. No death benefit is payable.</li> <li>For a Qualified Contract, the Annuity Payments must end ten years after the Owner's death.</li> </ul>

5

## Action if the Contract is in the Accumulation Phase

- The surviving Joint Owner is the sole primary Beneficiary. If the Joint Owners were spouses there may also be contingent Beneficiaries.
- If the deceased Owner was a Determining Life and the surviving spouse Beneficiary continues the Contract:
  - We pay a death benefit to the surviving Joint Owner unless he or she is the surviving spouse and continues the Contract. For a description of the death benefit and payout options, see prospectus section 10, Death Benefit
     Death
    - Benefit Payment Options During the Accumulation Phase.
- If the deceased Joint Owner was a Determining Life and the surviving spouse/Joint Owner continues the Contract:
  - we increase the Contract Value to equal the Guaranteed Death Benefit Value if greater and the Traditional Death Benefit ends,
  - the surviving spouse/Joint Owner becomes the new Owner,
  - the Accumulation Phase continues, and

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- upon the surviving spouse/Joint Owner's death, his or her Beneficiary(ies) receives the Contract Value.
- If the deceased Joint Owner was not a Determining Life the Traditional Death Benefit is not available and the Beneficiary(ies) receive the Contract Value.

### Action if the Contract is in the Annuity Phase

- If we are still required to make Annuity Payments under the selected Annuity Option, the surviving Joint Owner becomes the sole Owner
- If the deceased was not an Annuitant, Annuity Payments to the Payee continue. No death benefit is payable.
- If the deceased was the only surviving Annuitant, Annuity Payments end or continue as follows.
  - Annuity Option 1 or 3, payments end.
  - Annuity Option 2 or 4, payments end when the guaranteed period ends.
  - Annuity Option 5, payments end and the Payee may receive a lump sum refund.
- If the deceased was an Annuitant and there is a surviving joint Annuitant, Annuity Payments to the Payee continue during the lifetime of the surviving joint Annuitant. No death benefit is payable.

## UPON THE DEATH OF AN ANNUITANT AND THERE IS NO SURVIVING JOINT ANNUITANT

#### Action if the Contract is in the Accumulation Phase Action if the Contract is in the Annuity Phase If the deceased Annuitant was not an Owner, and the No death benefit is payable. Contract is owned only by an individual(s), we do not pay a If the deceased was the only surviving Annuitant, Annuity • death benefit. The Owner can name a new Annuitant subject Payments end or continue as follows. to our approval. Annuity Option 1 or 3, payments end. If the deceased Annuitant was a sole Owner, we pay a death Annuity Option 2 or 4, payments end when the benefit as discussed in the "Upon the Death of a Sole Owner" guaranteed period ends. table. If the Contract is continued by a surviving spouse, the Annuity Option 5, payments end and the Payee may new surviving spouse Owner can name a new Annuitant receive a lump sum refund. subject to our approval. ٠ If we are still required to make Annuity Payments under the

- If the deceased Annuitant was a Joint Owner, we pay a death benefit as discussed in the "Upon the Death of a Joint Owner" table. If the Contract is continued by a surviving Joint Owner who is also a surviving spouse, the surviving spouse Joint Owner can name a new Annuitant subject to our approval.
- If the Contract is owned by a non-individual, we treat the death of the Annuitant as the death of a sole Owner, and we pay a death benefit as discussed in the "Upon the Death of a Sole Owner" table. *NOTE: For non-individually owned Contracts, spousal continuation is only available if the Contract is Qualified, owned by a qualified plan or a custodian, and the surviving spouse is named as the sole primary beneficiary under the qualified plan or custodial account.*
- If we are still required to make Annuity Payments under the selected Annuity Option and the deceased was a sole Owner, the Beneficiary becomes the new sole Owner.
- If we are still required to make Annuity Payments under the selected Annuity Option and the deceased was a Joint Owner, the surviving Joint Owner becomes the sole Owner.

## 6

## UPON THE DEATH OF THE ANNUITANT DURING THE ANNUITY PHASE AND THERE IS A SURVIVING JOINT ANNUITANT

- Only Annuity Options 3 and 4 allow joint Annuitants. Under Annuity Options 3 and 4, Annuity Payments to the Payee continue during the lifetime of the surviving joint Annuitant and, for Annuity Option 4, during any remaining guaranteed period of time.
- No death benefit is payable.
- If we are still required to make Annuity Payments under the selected Annuity Option and the deceased was a sole Owner, the Beneficiary becomes the new Owner.
  - If we are still required to make Annuity Payments under the selected Annuity Option and the deceased was a Joint Owner, the surviving Joint Owner becomes the sole Owner.