



Genworth
Financial

Genworth Life of New York
Home Office: 666 Third Street, 9th
Floor, New York, NY 10017
Service Center: 3100 Albert
Lankford Dr. Lynchburg, VA 24501

Overview for Total Living Coverage[®] application package from Genworth Life Insurance Company of New York

Page 1 of 1

Avoid returned application and processing delays. Complete the entire application.



Eligible Proposed Insured: Any Proposed Insured is eligible to be considered for this insurance only if he/she can answer 'No' to the questions in Section I of the application.

ABR/EBR Discounts (Only on ABR/EBR Benefit Charges)

Preferred Health Discount

15% - If the Proposed Insured qualifies for preferred ABR/EBR rates as determined by Genworth Life of New York's underwriting.

Couples Discount (on each newly issued Policy)

20% - If both members of a couple apply and both are considered Eligible Proposed Insureds. Applications must be submitted together.

10% - If one member of a couple applies.

20% - If one member of a couple applies and if their partner has an existing Genworth Life Insurance Company or Genworth Life of New York life policy with long term care benefits.

LTC Discounts Are Additive

For example, a Preferred Health Discount of 15% and a Couples Discount of 20% will result in a total discount of 35% on the charges for the ABR/EBR benefits.

Back-dating to save age

This product cannot be backdated to save age.

Couples

Married persons are considered couples. Persons who are not married and share living expenses may also meet the definition of a couple and should complete the Couples Form for the state of delivery.

Premium

The initial premium is due at the time of application or policy delivery. If the entire initial premium is paid at the time of application, the Temporary Insurance Application and Agreement (TIAA) for TLC must be completed.

Agents Report

This is needed for processing. It is not part of the application that is included with the issued policy.



Please read and complete the required forms. Please ensure the Owner and Proposed Insured read and understand all statements, check appropriate selections, and sign and date all required forms.

Underwriting Guidelines for Initial Premium TLC Product

Face Amounts*:	Preferred Life Rates		Non-Preferred Life Rates	
	\$50,000 – \$600,000	\$600,001 – \$1,200,000	\$50,000 – \$600,000	\$600,001 – \$1,200,000
Ages 18-59	Paramed exam; HOS & blood	Paramed exam; HOS & blood	Paramed exam; HOS & blood	Paramed exam; HOS & blood
Ages 60-69	APS; Paramed exam; HOS & blood	APS; EKG; Paramed exam; HOS & blood	APS	APS; EKG; Paramed exam; HOS & blood
Ages 70-79 ^A No Lifetime EBR Benefit	APS; Paramed exam; HOS & blood	APS; EKG; Paramed exam; HOS & blood	APS	APS; EKG; Paramed exam; HOS & blood
Ages 70-79 ^A with Lifetime EBR Benefit	APS; Paramed exam; HOS & blood	APS; EKG Paramed LTC exam; HOS & blood	APS; Paramed LTC Exam	APS; EKG; Paramed LTC Exam; HOS & blood

NOTE A: if proposed insured has had an exam with his/her attending physician within the last six months, with measured height/weight, blood and urine, we will be able to use such data in lieu of a current paramed exam. **NOTE B:** If the Proposed Insured is Age 60-69 and has not seen a doctor in the past 24 months, in lieu of an APS: we require a Paramed exam, HOS, Blood and, if not already on list of requirements, an EKG.

NOTE C: If the proposed is Age 70-79 and has not seen a doctor in the last 15 months, in lieu of an APS: we require a Paramed exam, HOS, Blood and if not already on list of requirements, an EKG. * The Net Amount at risk is less than the Face Amount **^Ages 70+ Require LTC Phone Cognitive Interview (EMST) if ABR/EBR Monthly Max exceeds \$15K** HOS - Home Office Specimen APS - Attending Physician Statement

Form	Submit to Home Office	Leave with Owner	Completed
Application part I	√		○
Life/LTC Supplemental Application	√		○
Agents Report	√		○
Potential Rate Increase Disclosure	√	√	○
LTC insurance personal worksheet (suitability form)	√		○
Initial Premium (if collected with App)	√		○
Signed Illustration	√		○
HIPAA Authorization	√		○
GNW-LTC Reject Tax	√		○
Temporary Insurance Agreement - TIAA (If premium collected)	√	√	○
Couples Form (when applicable)	√		○
Life Replacement and Regulation 60 forms	√	√	○
LTC Replacement form (when required)	√	√	○
State Specific Forms (refer to Genworth Financial Pro to see if forms required)	√		○
Outline of Coverage		√	○
Potential Rate Increase Disclosure		√	○
LTC & Life Buyers Guides		√	○
Things you should know before you buy LTC		√	○

GLICNY

New York: “Definition of Replacement” (Form No. NY-1887) must be completed before taking an application for fixed life insurance.

The responses determine whether replacement may occur. If replacement will occur, owners must also complete important Notice of Replacement (Form No. NY-1888) before filling out the application.

New York’s Regulation 60 established minimum standards of agent conduct for those replacing or proposing to replace life insurance policies. The standards ensure that customers have all the information they need to make an informed decision prior to solicitation of the new life insurance policy.

What is a replacement?

The term replacement of a life insurance policy or an annuity contract means that new life insurance or new annuities are to be purchased and delivered or issued for delivery in New York and it is known by the producer that, as part of the transaction, existing life insurance policies or annuity contracts have been or are likely to be:

- Lapse, termination, or forfeiture
- Surrender in whole or in part
- Policy is assigned as collateral
- Non-forfeiture option is exercised.
- Benefits are reduced or the length of time benefits will continue is reduced.
- Policy is reissued and dividends or cash value are released.
- Policy loan is taken.
- Policy premium payments are reduced or stopped.

These are some of the examples of replacement, for a complete list please see section 51.2 of New York Regulation 60.

If replacement is involved, complete these forms:

1. Notice of Replacement and Authorization (Form No. NY-1888)
2. Disclosure Statement (Form No. NY-1891, NY-1892, or NY-1890)
based on information received from the existing insurer or estimates determined after a 20-day waiting period.
3. “Important Notice Regarding Replacement” (Form No. NY-1889)

[See page 2](#) for the steps to follow to comply with the Detailed Regulation 60 Process required by New York.

Genworth Financial companies include:

Genworth Life and Annuity Insurance Company, Richmond VA

Genworth Life Insurance Company, Lynchburg, VA

Genworth Life Insurance Company of New York, 666 Third Avenue, 9th Floor, New York, NY 10017

Only Genworth Life Insurance Company of New York is licensed in New York.

Variable products issued by Genworth Life and Annuity Insurance Company

and in New York by Genworth Life Insurance Company of New York.

Principal Underwriter: Capital Brokerage Corporation (dba Genworth Financial Brokerage Corporation in Indiana)

6620 West Broad Street, Building 2, Richmond VA 23230, Member FINRA/SIPC

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Detailed Regulation 60 Process in the State of New York

Step 1: Complete Definition of Replacement (Form No. NY-1887)

The agent and owner (applicant) must complete and sign this form and submit it to the insurer with all applications, whether a replacement is involved or not. A copy of the Definition of Replacement (form No. NY-1887) should be left with the applicant.

Step 2: Complete Notice of Replacement (Form No. NY-1888)

The agent and owner (applicant) must complete and sign the Notice of Replacement (Form No. NY-1888). This form identifies all fixed life insurance policies expected to be replaced. It also requests and authorizes the existing insurer to furnish the information needed to complete the Disclosure Statement.

Step 3: Send Notice of Replacement (Form No. NY-1888) to existing insurer.

Send a completed copy, signed by the owner (applicant) and agent, of Form No. NY-1888 to the replaced insurer and give a copy to the owner (applicant).

To determine where to send Form No. NY-1888, visit the NY State Insurance Department electronic database of contact information at www.ins.state.ny.us/reg60/reg60contacts.htm. It contains the appropriate contact person(s) or place at each insurer, based on the type of policy or contract that is proposed to be replaced.

The existing insurer has 20 days from when the request is received to furnish the required information. If the existing insurer does not provide the information within 20 days, the replacing agent may complete the Disclosure Statement with good faith estimates based on available premium and/or existing policy information.

If replacing a Genworth Life Insurance Company of New York fixed life policy, send Form No. NY-1888 to:

Genworth Life Insurance Company of New York
Stacey Moody
Reg 60 Processing
P.O. Box 1280
Lynchburg, VA 24505

Step 4: Complete Disclosure Statement (Form No. NY-1891, NY-1892, or NY-1890)

The Disclosure Statement is a side-by-side comparison of the existing policy with the proposed policy, based on the information received from the existing insurer. The form to use depends upon the type of policy being replaced:

- NY-1892: for Term-to-Term replacements
- NY-1891: for all other replacements
- NY-1890: for Annuity replacements

If the existing insurer has not provided the information the replacing agent may complete the Disclosure Statement with good faith estimates based on available premium and/or existing policy information.

Step 5: Complete and Sign Important Notice Regarding Replacement (Form No. NY-1889)

Give the form to the owner (applicant) to sign at the same time as the completed Disclosure Statement. The Important Notice informs the applicant about the Disclosure Statement, free-look provision, reinstatement options and other related information. After the owner reviews and signs the form, the agent may complete the application.

Note: For those policies where a replacement is involved, it is only after the Important Notice of Replacement has been completed that the application can be completed.

If the correct forms are not submitted with the signed application, or if the forms submitted were incorrect or incomplete, the agent has 10 days from the date we receive the application to correct the deficiencies. If the mistakes are not corrected within this period, Regulation 60 requires that we reject the application.

Exemptions allowed under Regulation 60:

- The insurer on the new life insurance application is the same as that on the existing life insurance policy and the owner is exercising the policy's or contract's conversion privilege.
- The owner is exercising a policy exchange option and there are no additional surrender or expense charges or suicide or contestable restrictions and only to the extent such change is approved by the Superintendent.
- The existing policy is a non-renewable, non-convertible term policy with five or less years to its expiration date.
- When the new coverage is:
 - A group life policy, unless the certificate-holder is solicited directly by the agent or insurer and the certificate-holder pays part of the premium either directly or indirectly.
 - An individual policy whose cost is paid entirely by the owner's (applicant's) employer or by an association of which the owner (applicant) is a member.
 - An individual policy that is distributed on a mass merchandising basis and administered by group-type methods covering employees of an employer, debtors of a creditor, or members of an association, unless the owner (applicant) is solicited directly by the agent or insurer and the owner (applicant) pays part of the premium either directly or indirectly.

You can get these Forms from our website, pro.genworth.com by contacting the Fixed Life Sales support team at your dedicated toll free number.



Mail form to designated product service center:

Annuity New Business, 6610 West Broad Street, Richmond, VA 23230. Fax: 804 281.3022

Fixed Life New Business, P.O. Box 10717, Lynchburg, VA 24506-0717

Variable Life New Business, 3100 Albert Lankford Drive, Lynchburg, VA 24501

DEFINITION OF REPLACEMENT

In order to determine whether you are replacing or otherwise changing the status of existing life insurance policies or annuity contracts, and in order to receive the valuable information necessary to make a careful comparison if you are contemplating replacement, the agent is required to ask you the following questions and explain any items that you do not understand.

As part of your purchase of a new life insurance policy or a new annuity contract, has existing coverage been, or is it likely to be:

(1) Lapsed, surrendered, partially surrendered, forfeited, assigned to the insurer replacing the life insurance policy or annuity contract, or otherwise terminated? YES _____ NO _____

(2) Changed or modified into paid-up insurance; continued as extended term insurance or under another form of nonforfeiture benefit; or otherwise reduced in value by the use of nonforfeiture benefits, dividend accumulations, dividend cash values or other cash values? YES _____ NO _____

(3) Changed or modified so as to effect a reduction either in the amount of the existing life insurance or annuity benefit or in the period of time the existing life insurance or annuity benefit will continue in force? YES _____ NO _____

(4) Reissued with a reduction in amount such that any cash values are released, including all transactions wherein an amount of dividend accumulations or paid-up additions is to be released on one or more of the existing policies? YES _____ NO _____

(5) Assigned as collateral for a loan or made subject to borrowing or withdrawal of any portion of the loan value, including all transactions wherein any amount of dividend accumulations or paid-up additions is to be borrowed or withdrawn on one or more existing policies? YES _____ NO _____

(6) Continued with a stoppage of premium payments or reduction in the amount of premium paid? YES _____ NO _____

If you have answered YES to any of the above questions, a replacement as defined by New York Insurance Department Regulation No. 60 has occurred or is likely to occur and your agent is required to provide you with a completed Disclosure Statement and the **Important** Notice Regarding Replacement or Change of Life Insurance Policies or Annuity Contracts.

Date: _____ **Signature of Applicant:** _____

Date: _____ **Signature of Applicant:** _____

To the best of my knowledge, a replacement is involved in this transaction: YES _____ NO _____

Date: _____ **Signature of Agent or Broker:** _____



Mail form to designated product service center:

Annuity New Business, 6610 West Broad Street, Richmond, VA 23230. Fax: 804 281.3022

Fixed Life New Business, P.O. Box 10717, Lynchburg, VA 24506-0717

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As part of your purchase of a new life insurance policy or a new annuity contract, has existing coverage been, or is it likely to be:

- (1) Lapsed, surrendered, partially surrendered, forfeited, assigned to the insurer replacing the life insurance policy or annuity contract, or otherwise terminated?
YES _____ NO _____
- (2) Changed or modified into paid-up insurance; continued as extended term insurance or under another form of nonforfeiture benefit; or otherwise reduced in value by the use of nonforfeiture benefits, dividend accumulations, dividend cash values or other cash values?
YES _____ NO _____
- (3) Changed or modified so as to effect a reduction either in the amount of the existing life insurance or annuity benefit or in the period of time the existing life insurance or annuity benefit will continue in force?
YES _____ NO _____
- (4) Reissued with a reduction in amount such that any cash values are released, including all transactions wherein an amount of dividend accumulations or paid-up additions is to be released on one or more of the existing policies?
YES _____ NO _____
- (5) Assigned as collateral for a loan or made subject to borrowing or withdrawal of any portion of the loan value, including all transactions wherein any amount of dividend accumulations or paid-up additions is to be borrowed or withdrawn on one or more existing policies?
YES _____ NO _____
- (6) Continued with a stoppage of premium payments or reduction in the amount of premium paid?
YES _____ NO _____

If you have answered YES to any of the above questions, a replacement as defined by New York Insurance Department Regulation No. 60 has occurred or is likely to occur and your agent is required to provide you with a completed Disclosure Statement and the **Important** Notice Regarding Replacement or Change of Life Insurance Policies or Annuity Contracts.

Date: _____ **Signature of Applicant:** _____

Date: _____ **Signature of Applicant:** _____

To the best of my knowledge, a replacement is involved in this transaction: YES _____ NO _____

Date: _____ **Signature of Agent or Broker:** _____

Application for Life Insurance – Part I



Genworth Life Insurance Company of New York
Home Office: 666 Third Avenue, 9th Floor • New York, NY 10017

1. Proposed Insured *Please print all answers.*

a. Full Name (First, Middle, Last. Include maiden name in parentheses.)		b. Sex <input type="radio"/> F <input type="radio"/> M	c. Date of Birth Mo. Day Yr.	d. State/Country of Birth	e. Social Security Number
f. Home Address (Number, Street, City, State, and Zip Code.) e-mail:				How Long At Address?	g. U.S. Citizenship <input type="radio"/> Yes <input type="radio"/> No If "No," complete Resident Alien Supplement.
h. Any previous addresses within the past 5 years? <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> If "Yes," list (Number, Street, City, State and Zip Code):					
i. Driver's License Number/State	j. Marital Status <input type="radio"/> M <input type="radio"/> S <input type="radio"/> W <input type="radio"/> D		k. Home Phone Number	l. Work Phone Number	
m. Occupation (Include duties.)		n. Employer Name and Address			o. How Long w/ Employer?

2. Ownership (Complete if Owner is other than Proposed Insured. If trust, give full name of trust and date of trust agreement.)

a. Owner: (Full Name and Address) e-mail:	b. Rel. to Prop. Ins.	c. SSN or TIN	d. Date of Birth/Trust Mo. Day Yr.
e. Owner is: <input type="radio"/> Individual <input type="radio"/> Partnership <input type="radio"/> Corporation <input type="radio"/> Trust <input type="radio"/> Other (Specify):			
f. Contingent Owner: (Full Name and Address) e-mail:	g. Rel. to Prop. Ins.	h. SSN or TIN	i. Date of Birth/Trust Mo. Day Yr.
j. Contingent Owner is: <input type="radio"/> Individual <input type="radio"/> Partnership <input type="radio"/> Corporation <input type="radio"/> Trust <input type="radio"/> Other (Specify):			

3. Beneficiary (If percentage shares are not given, they will be equal. Use REMARKS to name additional Beneficiaries.)

a. Primary: (Full Name and Address)	b. % Share	c. Rel. to Prop. Ins.	d. SSN or TIN	e. Date of Birth/Trust Mo. Day Yr.
f. Primary: (Full Name and Address)	g. % Share	h. Rel. to Prop. Ins.	i. SSN or TIN	j. Date of Birth/Trust Mo. Day Yr.
k. Contingent: (Full Name and Address)	l. % Share	m. Rel. to Prop. Ins.	n. SSN or TIN	o. Date of Birth/Trust Mo. Day Yr.
p. Contingent: (Full Name and Address)	q. % Share	r. Rel. to Prop. Ins.	s. SSN or TIN	t. Date of Birth/Trust Mo. Day Yr.

4. Amount and Plan of Insurance **5. Death Benefit Option (Universal Life only)** **6. Riders (If available with Plan)**

a. Amount of Insurance: \$ b. Plan of Insurance: Total Living Coverage c. If underwriting cannot give you the lowest rate for this Plan, will you consider a higher rate? <input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Level (Specified Amount only) <input type="radio"/> Increasing (Specified Amount plus cash value) <input type="radio"/> Scheduled Increases (if available): <input type="radio"/> Simple _____% <input type="radio"/> Compound _____%	<input type="radio"/> Waiver of Premium (term) <input type="radio"/> Waiver of Monthly Deduction (UL) <input type="radio"/> Children's Term Ins.: Units <input type="text"/> <input type="radio"/> Other (Amount and Description):
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7. Premiums

a. Payment Method: <input type="radio"/> Pre-Arranged Withdrawal (PAW) <input type="radio"/> Direct Bill <input type="radio"/> Other (Specify):					
b. Payment Mode: Frequency <input type="radio"/> Monthly (PAW only) <input type="radio"/> Quarterly <input type="radio"/> Semiannual <input type="radio"/> Annual <input checked="" type="radio"/> Single					
Modal Factor* .0875 .26 .51 1.0 n/a Annual Percentage Rate* 10.8% 10.8% 8.2% 0% n/a					
<small>*Information does not apply to universal life plans.</small>					
c. Automatic Premium Loan: (if available) <input type="radio"/> Yes <input checked="" type="radio"/> No	d. Send Premium Notices to: <input type="radio"/> Insured (Section 1.f.) <input type="radio"/> Owner (Section 2.a.) <input type="radio"/> Other (Specify):		e. For Universal Life Plans: Planned Period Premium: \$ _____ Initial Premium Amount: \$ _____		
e. Premium Source: <input type="radio"/> Salary <input type="radio"/> Investments <input type="radio"/> Savings <input type="radio"/> Gifts/Inheritance <input type="radio"/> Other (Specify):			f. Amount Remitted in Exchange for Temporary Insurance: \$ _____		

8. Proposed Insured's Tobacco and Nicotine Use

- a. Mark the **one** item that best describes your history of tobacco and other nicotine product use: Never Used Totally Stopped Use Now
- b. If you "Use Now," for all that apply, indicate all forms used and the quantity used: Cigarettes ___ packs/day Cigars ___ cigars/year
- Other (describe): _____
- c. If you have "Totally Stopped," indicate number of **years** since you totally stopped and give date and reason in **REMARKS**.
 Less than 1 1 or more/less than 2 2 or more/less than 3 3 or more/less than 5 5 or more

9. Proposed Insured's Insurance Needs (Complete either the Personal or Business section. Explain "Yes" answers in REMARKS.)

- a. How long (years) do you plan to maintain this insurance in force? _____
- b. **Personal:** Income Replacement Debt Repayment Estate Conservation Other _____
1. Personal Finances: Gross Annual Income \$ _____ Total Assets \$ _____ Total Liabilities \$ _____
2. Within the past 5 years, have you filed for bankruptcy or had any judgments or liens filed against you? Yes No
- c. **Business:** Buy-Sell Key Employee Secure Credit Other _____
1. Business Finances: Total Assets \$ _____ Total Liabilities \$ _____ Net Worth \$ _____
2. What percentage of the business do you own? _____ % 3. Your Gross Annual Salary (include bonus) \$ _____
4. Is business insurance applied for or in force on other key members of the business? (Explain either answer in **REMARKS**.) Yes No
5. Within the past 5 years, has the business filed for bankruptcy or had any lien or judgments filed against it? Yes No

10. Proposed Insured's Existing Insurance/Replacement (Explain "Yes" answers in REMARKS.)

- a. Do you have existing life insurance or annuities? Yes No
- b. If "Yes," to Question 10.a. will the insurance applied for in this application replace, end or change any existing life insurance or annuities? Yes No
 (If "Yes," you may be required to review and sign additional forms.)
- c. If "Yes," to Question 10.a. list all existing life insurance policies and annuity contracts. For additional policies/contracts, use **REMARKS**.

Full Name of Company	To Be Replaced?	Amount	Year Issued	Beneficiary(ies)
	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/>	\$		
	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/>	\$		
	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/>	\$		
	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/>	\$		

11. Proposed Insured's History (Explain "Yes" answers in REMARKS.)

- a. Do you have any other application or informal inquiry for life insurance pending in any company or society? Yes No
- b. Have you ever had an application or reinstatement request for life or disability insurance refused, postponed, limited or cancelled, or have you ever withdrawn an application or been asked to pay a higher premium rate? Yes No
- c. Have you ever been convicted of a misdemeanor or felony? Yes No
- d. Have you ever requested or received a Worker's Compensation, Social Security or disability income payment, excluding a pregnancy-related payment? Yes No
- e. In the past 5 years, has your driver's license been suspended or revoked? Yes No
- f. In the past 5 years, have you been convicted of, or pled guilty or no contest to, reckless driving or driving under the influence of alcohol or drugs? Yes No
- g. In the past 5 years have you flown, or do you intend to fly, as a pilot, student pilot, or crew member other than for a scheduled commercial airline? (If "Yes," complete Aviation Supplement.) Yes No
- h. In the past 2 years have you engaged in, or do you intend to engage in, hang gliding, ultra-light flying, hot-air ballooning, mountain, rock, or ice climbing, motor vehicle or boat racing, or scuba or sky diving? (If "Yes," complete appropriate activities Supplement[s].) Yes No
- i. Do you intend to travel or reside outside of the U.S. for more than 4 consecutive weeks? (If "Yes," complete Foreign Residence/Travel Supplement.) Yes No

12. REMARKS (For explanations and special requests. Identify applicable item number and letter. If additional space is needed, use an overflow form.)

1. Licensed Insurance Agent's Report (Not part of the Application)

a. Full Name (Please print)	b. Agent's Company Code No.*	c. SSN or Tax ID No.	d. Phone and FAX Numbers Phone: FAX:
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e. 1. Does the proposed insured have any existing life insurance or annuity? Yes No
 2. Is this insurance applied for intended to replace, end or change any existing insurance or annuity? Yes No
 If "Yes," to either question, replacement forms may be required by state law. Include copies of any required forms with the application. If existing insurance may be replaced, ended or changed, attach a full explanation to the application and explain to the Owner and Proposed Insured that new suicide and contestable periods may apply.

f. If you accepted money with this application, a Temporary Insurance Application and Agreement (TIAA) is required. Was a TIAA given? Yes No

g. Has a medical or paramedical exam been scheduled? If "Yes," give date and Provider with whom scheduled..... Yes No

Date (Mo. Day Yr.): _____ Provider's Name: _____

h. If Proposed Insured is married, amount of insurance on spouse. If spouse is not insured, give reason.

Amount: \$ _____ Reason: _____

i. If Proposed Insured is a minor, amount of insurance on parents and any siblings. If parents and siblings are not insured, give reason.

Father	Mother	Siblings (Name and Amount)
\$ _____	\$ _____	_____

I represent that to the best of my knowledge and belief: (1) the insurance being applied for is suitable for the Owner's insurance needs and financial objectives; (2) the information provided in this report and by the Owner and Proposed Insured in the application is complete, accurate, and correctly recorded; and (3) there is nothing adversely affecting the insurability of the Proposed Insured other than as indicated in the application. I also represent that I gave all required form(s) on or before the date the application was taken.

Signature(s) of Licensed Insurance Agent (s) _____

Date _____

2. Managing Agency/Brokerage Report (Not part of the Application)

a. Managing Agency/Brokerage Name (Please print) e-mail: _____	b. Managing Agency/Brokerage No.	c. Date
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3. Licensed Insurance Agents to Receive Commission (Please print) Complete for each licensed agent to receive commission.

Total Commission Share(s) to equal 100%. Each licensed agent will share equally unless otherwise indicated.

a. Full Name, Address, and SSN or TIN (Please print)	e-mail: _____	b. Agent's Commission Share %	c. Agent's Company Code No.
d. Full Name, Address, and SSN or TIN (Please print)	e-mail: _____	e. Agent's Commission Share %	f. Agent's Company Code No.
g. Full Name, Address, and SSN or TIN (Please print)	e-mail: _____	h. Agent's Commission Share %	i. Agent's Company Code No.
j. Full Name, Address, and SSN or TIN (Please print)	e-mail: _____	k. Agent's Commission Share %	l. Agent's Company Code No.
m. Full Name, Address, and SSN or TIN (Please print)	e-mail: _____	n. Agent's Commission Share %	o. Agent's Company Code No.

LIFE/LTC SUPPLEMENTAL APPLICATION



Genworth Life Insurance Company of New York
Home Office: 666 Third Avenue, 9th Floor • New York, NY 10017

Please Note: All questions apply to the Proposed Insured. Please print or type all answers.

1. Proposed Insured

a. Full Name	First	Middle	Last	b. Date of Birth (Mo./ Day /Yr.)	c. Social Security Number
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d. If you are not married, do you live with a partner/family member? Yes No
(If Yes, complete the appropriate Couples form to determine eligibility. The form for each proposed insured needs to be submitted at the same time to the Home Office if both partners/family members are applying for coverage.)

e. Is your spouse or partner/family member applying for coverage or does your spouse or partner/family member have a policy that provides long term care benefits with the Insurer listed above? Yes No

f. Spouse/Partner/Family member Full Name (First) (Middle) (Last)	Date of Birth (Mo./Day/Yr.)	Social Security Number	Policy Number
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2. Benefits Selection

Initial Premium \$ _____	Accelerated Benefit Rider for Long Term Care Services (ABR) ¹ (Check only one) <input type="radio"/> 24 Months <input type="radio"/> 36 Months <input type="radio"/> 48 Months	Optional Extension of Benefits Rider for Nursing Home and Home Care Services (EBR) ^{1,3} (Check only one) <input type="radio"/> 24 Months <input type="radio"/> 48 Months <input type="radio"/> Lifetime ² <input type="radio"/> None	Optional Inflation Protection Benefit Applies only to EBR (Check only one) <input type="radio"/> 3% Simple <input type="radio"/> 5% Simple <input type="radio"/> 3% Compound <input type="radio"/> 5% Compound <input type="radio"/> No Inflation
			Nonforfeiture/Contingent Nonforfeiture Benefits <input type="radio"/> Yes <input type="radio"/> No

¹ These factors are used to calculate monthly maximum amounts. Payments for long term care may last longer or shorter than the period selected.
² Not available with 24 month ABR
³ EBR not available under age 45.

3. Proposed Insured's History (Explain "Yes" answers in REMARKS)

a. 1. What is the height and weight of the Proposed Insured? Height _____ Ft _____ in Weight _____ Lbs.
2. Has the Proposed Insured had any weight change in the past 12 months? (**Explain "Yes" answers in REMARKS**) Yes No

b. Personal physician's name, address and phone number _____

Date of last visit: _____ Reason: _____

c. Is the Proposed Insured applying for preferred life rates? Yes No

d. Has the Proposed Insured had a complete physical exam within the past 6 months? Yes No

If a physician different from the one identified in 3b performed the exam, provide physician's name, address and phone number.

e. Within the past 12 months, has the Proposed Insured used or been advised by a Healthcare Professional to use any of the following?
(**Explain "Yes" answers in REMARKS**)

- Assistance or supervision with moving in or out of a bed or chair, bathing, dressing, eating, toileting, bowel or bladder control or walking? Yes No
- Home Health Care services, Adult Day Care services, or care in a Nursing Home, Assisted Living Facility or any other Long Term Care Facility? Yes No
- A walker, wheelchair, quad cane, motorized scooter, hospital bed, oxygen or Kidney Dialysis? Yes No

f. Has the Proposed Insured had, been treated for or been diagnosed by a Healthcare Professional as having any of the following:

(Explain "Yes" Answers in REMARKS)

- | | | | |
|---|--|--|--|
| 1. Alzheimer's disease, dementia, senility or frequent or persistent forgetfulness or memory loss..... | <input type="radio"/> Yes <input type="radio"/> No | 5. Cirrhosis of the liver | <input type="radio"/> Yes <input type="radio"/> No |
| 2. Diabetes under treatment with Insulin, or with a history of TIA, heart disease or circulatory/vascular disease..... | <input type="radio"/> Yes <input type="radio"/> No | 6. Muscular Dystrophy | <input type="radio"/> Yes <input type="radio"/> No |
| 3. Cancer of the following within the past 4 years:
Bone, Brain, Lung, Liver, Ovary, Pancreas
Stomach or any Metastatic Cancer..... | <input type="radio"/> Yes <input type="radio"/> No | 7. Organ Transplant, other than kidney or cornea | <input type="radio"/> Yes <input type="radio"/> No |
| 4. Transient Ischemic Attack (TIA) within the past 5 years or more than one TIA | <input type="radio"/> Yes <input type="radio"/> No | 8. Cystic Fibrosis | <input type="radio"/> Yes <input type="radio"/> No |
| | | 9. Schizophrenia or other forms of Psychosis..... | <input type="radio"/> Yes <input type="radio"/> No |
| | | 10. Parkinson's Disease | <input type="radio"/> Yes <input type="radio"/> No |
| | | 11. Stroke..... | <input type="radio"/> Yes <input type="radio"/> No |
| | | 12. ALS (Lou Gehrig's Disease)..... | <input type="radio"/> Yes <input type="radio"/> No |
| | | 13. Multiple Sclerosis | <input type="radio"/> Yes <input type="radio"/> No |
| | | 14. Huntington's Chorea | <input type="radio"/> Yes <input type="radio"/> No |

g. Has the Proposed Insured ever been treated or diagnosed by a Healthcare Professional as having Acquired Immune Deficiency Syndrome (AIDS)?

h. In the past 10 years has the Proposed Insured had, been treated for, or been advised by a Healthcare Professional to be treated for any of the following? **(Explain "Yes" answers in REMARKS)**

1. Chest pain, angina, heart attack, angioplasty, heart surgery, coronary artery disease, congestive heart failure, heart murmur, atrial fibrillation, palpitations or any other disease or disorder of the heart or circulatory system?.....
2. High blood pressure, carotid artery or peripheral vascular disease, aneurysm or disease or disorder of the blood or arteries?
3. Diabetes, disease or disorder of the thyroid, pancreas, endocrine glands or immune system?
4. Asthma, chronic bronchitis, Emphysema, Chronic Obstructive Pulmonary Disease (COPD), sleep apnea or other disease or disorder of the lungs or respiratory system?
5. Crohn's disease, ulcerative colitis, hepatitis or other disease or disorder of the stomach, liver, colon, rectum or intestines?
6. Cancer, tumor, polyp, cyst, lymphoma, Hodgkin's disease, leukemia, Multiple Myeloma or other malignant disorder?.....
7. Arthritis, osteoporosis, paralysis, amputation, joint replacement, Myasthenia Gravis, fibromyalgia, polio, post-polio syndrome or disease or disorder of the muscles, bones or joints?
8. Lupus, Scleroderma, CREST syndrome or other connective tissue disorder?
9. Disease of the kidney, bladder, prostate, breast, reproductive organs, sexually transmitted disease or organ transplant?
10. Dizziness, vertigo, fainting, blackout spells or injury due to falls or imbalance?
11. Transient ischemic attack (TIA), seizures, epilepsy, tremor or any disease or disorder of the brain or nervous system?
12. Depression, anxiety, retardation or any mental or nervous disorder?
13. Any disease or disorder of the eyes, ears, nose, throat, skin or lymph glands?
14. Any disabling back or spine condition or other conditions causing crippling or limited motion or requiring adaptive devices?.....

i. In the past 3 years, has the Proposed Insured: **(Explain "Yes" answers in REMARKS)**

1. Been confined in or advised to enter a hospital or rehabilitation facility?
2. Had an EKG, X-ray or other diagnostic test, other than an AIDS related test?
3. Been advised by a Healthcare Professional to have an EKG, X-ray, diagnostic test, other than an AIDS related test, or surgery that has not yet been completed?
4. Required assistance with shopping, using transportation, housekeeping, cooking or managing prescriptions?
5. Taken any medications? (please list them, prescribed doses, reason taken, and who prescribed)
6. Consulted, or been examined or treated by a Healthcare Professional for any reasons not stated in this application?

j. Has the Proposed Insured ever received advice or treatment from a Healthcare Professional for the use of alcohol or drug abuse? **(If "Yes" explain in REMARKS)**

k. Has the Proposed Insured ever applied for long term care, nursing home or home health coverage that was declined, postponed or modified? **(If "Yes" explain in REMARKS)**

l. Is there a history of cancer, heart disease or Alzheimer's disease in the Proposed Insured's family? **(If "Yes" explain in REMARKS)**

m. Family History

Father	Age if alive:_____	Age at death:_____	Cause of death:_____
Mother	Age if alive:_____	Age at death:_____	Cause of death:_____
Siblings	No. Alive:_____	Ages:_____	No. Deceased:_____
		Age at death:_____	Cause(s) of death:_____

7. Representations

Protection Against Unintentional Lapse: I, the Owner, understand that I have the right to designate at least one person other than myself to receive notice of lapse or termination of this life insurance policy that provides coverage for long term care services for nonpayment of premium. I understand that notice will not be given until 30 days after a premium is due and unpaid. (For this policy, a premium is due and unpaid when, at the beginning of a policy month, the net cash surrender value is less than the monthly deduction for that month or when the loan balance exceeds the cash surrender value.)

Name _____ Relationship _____

Home Address _____

City, State, Zip _____ Phone (____) _____

I elect NOT to designate any person to receive such notice.

Rejection of the 5% Compound Optional Inflation Benefit:

(Check below if the 5% Compound option was not selected in section 2.)

I have reviewed the Outline of Coverage and the graphs or charts that compare the benefits and premiums of the long term care coverage with and without inflation protection. Specifically, I have reviewed plans offering compound, simple, and no increases, and I reject the 5% Compound option.

Proposed Insured and Owner Agreement

No licensed insurance agent is authorized to: a) make or modify contracts; b) waive any Insurer rights or requirements; and c) waive any information the Insurer requests.

I/We represent that the statements and answers given in this Life/LTC Supplemental Application are true, complete, and correctly recorded to the best of my/our knowledge and belief.

I/We agree that: 1) this Life/LTC Supplemental Application will be part of the Policy for which I/we apply; 2) I/We will notify the Insurer if any statements or answers given in the Life/LTC Supplemental Application change prior to policy delivery; 3) I/We have received the Privacy Policy, the Outline of Coverage, Long Term Care Insurance Potential Rate Increase Disclosure Form* and the applicable Shoppers or Buyers Guide; and 4) **no long term care services coverage will be in effect until the policy is in effect except as provided in the Temporary Insurance Application and Agreement.**

* Applies only to the Extension of Benefits Rider.

Applies only to the Accelerated Benefit Rider for Long Term Care Services
Notice: Receipt of acceleration of life insurance benefits may affect eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs.

Applies only to the Accelerated Benefit Rider for Terminal Illness
Notice: Receipt of acceleration of life insurance benefits may affect eligibility for public assistance programs and may be taxable. The acceleration of the life insurance benefit is treated as a lien against policy values, and may also require payment of an administrative fee.

Caution: If your answers on this application fail to include all material medical information requested, Genworth Life Insurance Company has the right to deny benefits or rescind your policy.

Applies only to the Extension of Benefits Rider: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

I have reviewed the current accident and health insurance coverage of the applicant and find that the indicated replacement, or the additional coverage of the type and amount applied for, is appropriate for the applicant's needs.

Signature of Proposed Insured

Date signed

Signature of Owner (if other than Proposed Insured)

Signature of Licensed Insurance Agent

Signature of Licensed Insurance Agent

Licensed Insurance Agent's Printed Name

Licensed Insurance Agent's Printed Name

Notice to Proposed Insured and Owner

Genworth Life Insurance Company of New York

Home Office: 666 Third Avenue, 9th Floor • New York, NY 10017

Thank you for your application. We greatly appreciate your completing each part truthfully and accurately. This Notice tells you what to expect after completing the Application – Part I and provides other important information, including information required by state law and regulation. If you have any questions, please ask the soliciting licensed insurance agent (licensed agent). The licensed agent should gather information about your personal situation, insurable needs, and financial objectives and explain how the insurance recommendations are appropriate to fulfill those needs and objectives. When deciding insurance needs, consider the following: the losses you want to protect against; the kind of insurance; how long you will need the coverage; your future liquidity needs, e.g., college funding; your ability to pay the planned premium; taxes; and your other financial assets, e.g., Social Security, pension plans.

Policies Available Only in English

Our insurance applications, illustrations, disclosures and our insurance policies are available only in English. In addition, all of our servicing to our policyholders is only in English. You are responsible for fully understanding these English materials. We do not permit our insurance agents to translate these materials to a different language and you may not rely on any translation by our insurance agent.

What Happens Next

Underwriting

Once we receive your application, we will begin an evaluation process called underwriting to determine whether you are eligible for insurance and, if so, the rate you should pay for that insurance. We may seek information from other sources to help us in our evaluation. During underwriting we may find that we are unable to give you the insurance you have applied for or that we are able to give it to you only on a modified basis or at a rate greater than our lowest rate. For example, if you have ever used any kind of tobacco or other nicotine product, you may not be eligible for our lowest rate.

Physical Exam

Virtually all Proposed Insureds are required to take a physical exam. The exam is done by a qualified examiner and takes approximately 30 minutes. During the exam, you should expect the following: to provide your medical history; to be weighed and measured; to have an EKG (not always required); to provide a blood or saliva sample and a urine sample; to have your blood pressure and pulse taken.

Here are some of the ways you can help with the exam process:

- Schedule your exam within 24 hours after you complete the Application – Part I
- Have a list of the names and addresses of all licensed health care providers and facilities seen during the past 20 years and be prepared to provide reasons, dates and any treatments received as a result of those visits
- Do not eat or drink (except water) for 12 hours prior to your scheduled exam time
- Have a photo ID ready, e.g., driver's license, passport, or greencard

Other Important Information

Contestability

Because your application will be our primary source of information, we strongly urge you to review the completed application closely for accuracy. You must inform us of a change to any answer in any part of your application before accepting delivery of a policy; in fact, you agree to do so when you sign your application. A claim may be denied or your coverage may be contested by a lawsuit if the application is incomplete or if it contains false statements or misrepresentations. If the lawsuit is successful, the policy will be void and coverage will be lost. Any policy that is delivered to you will indicate when and under what circumstances it may be contested. In addition, you may be violating state law if you knowingly conceal material facts or submit an application that contains materially false information.

Replacement of Existing Coverage

If you have existing coverage, answer "yes" to this question in the application. If you intend to replace existing coverage, tell the licensed agent of your intention and answer "yes" to the replacement question in the application. State law may require the licensed agent to give you information that will help you compare the policy you are applying for with the policy you intend to replace. If you are undecided about keeping existing coverage, answer the replacement question "yes." Doing so may help you get the information you need to make a decision. If you do replace existing coverage, the new policy may contain new suicide and contestable periods. Stopping premium payments, surrendering, or borrowing from an existing policy as a result of applying for this policy could be considered replacement. State law may define replacement to include other situations. Ask the licensed agent if you are unsure about replacement.

Insurance Information Practices

We will rely primarily on information provided by you. We may supplement that information with information from other sources such as medical professionals who have treated you. In some cases, we may ask a consumer reporting agency to collect information and submit an investigative consumer report to us as explained in this Notice under **Federal Fair Credit Reporting Act**. You may request to be interviewed in connection with the preparation of this report.

In certain limited situations, we are allowed by law to disclose necessary items of personal information to third parties without your specific authorization. You have the right to be told about, and to see and copy if you wish, items of personal information about you that appear in our files, including information contained in investigative consumer reports. You also have the right to seek correction of information you believe to be inaccurate.

We will send you a more detailed explanation of our information practices if you send us a written request. You may send your request to P.O. Box 461, Lynchburg, Virginia 24505-0461.

Premium Payments on Term

For premiums not paid on an annual basis at the beginning of a policy year, we adjust the annual premium by a modal factor to compensate for the lost investment earnings, additional administrative costs, and expected early lapses. These modal factors and associated APRs are available and will be provided. Ask the licensed agent for this information.

Federal Fair Credit Reporting Act

As part of our underwriting, we may ask that an investigative consumer report be prepared. An independent source known as a consumer reporting agency will prepare the report. The report will typically include information as to your character, general reputation, mode of living and personal characteristics. ("Mode of living" does not include information related directly or indirectly to your sexual orientation.) The agency will conduct personal interviews with your family, friends, neighbors, business associates, financial sources, or others with whom you are acquainted in order to get this information. If you write to us within a reasonable time after you receive this Notice, we will tell you whether or not a report was requested. If a report was requested, we will tell you the name, address and telephone number of the agency to whom the request was made. Upon request, the agency will furnish information as to the nature and scope of its investigation. If you would like to inspect and to receive a copy of the report, you may do so by contacting the agency directly.

MIB (Medical Information Bureau) Disclosure

We will treat the information regarding your insurability as confidential. We and our reinsurers may, however, make a brief report to the MIB, Inc. MIB, Inc. is a non-profit membership organization of life insurance companies. It operates an information exchange bureau on behalf of its members. If you apply to another member company for life, health, or disability insurance, or a claim for benefits is submitted to such a company, MIB, Inc., upon request, will supply that company with any information it may have in its file.

Upon receipt of a request from you, MIB, Inc. will arrange disclosure of any information it may have in your file. If you question the accuracy of the information in that file, you may contact MIB, Inc. and seek a correction in accordance with the procedures set forth in the Federal Fair Credit Reporting Act. To contact MIB, Inc., you may: write 50 Braintree Hill Park, Suite 400, Braintree, MA 02184-8734; phone toll free (866) 692-6901 (TTY 866 346-3642 for hearing impaired); or use the website <http://www.mib.com>.

We and our reinsurers may also release information in our files to other insurance companies to whom you may apply for life, health, or disability insurance or to whom a claim for benefits may be submitted.

GENWORTH LIFE INSURANCE COMPANY of New York

Home Office: Third Street, 9th Floor, New York, NY 10017

Service Center Address: 3100 Albert Lankford Drive, Lynchburg, VA 24501

P.O. Box 461, Lynchburg, VA 24505-0461 Phone: 1-888-325-5433

NURSING HOME AND HOME CARE INSURANCE - REQUIRED DISCLOSURE STATEMENT

Accelerated Benefit Rider for Long Term Care Services, Form ULRABRIPGLI NY (11/05) and Extension of Benefits Rider for Nursing Home and Home Care Insurance, Form ULREBRIPGLI NY (11/05), if applicable
(Complete and Retain for Your Records)

CAUTION: The issuance of the Accelerated Benefit Rider for Long Term Care Services (referred to as the "Accelerated Benefit Rider") and Extension of Benefits Rider for Nursing Home and Home Care Services (referred to as the "Extension of Benefits Rider"), if applicable, is based upon the responses to the questions on the Application. A copy of the Application will be attached to the issued Policy. If the Owner's and/or Insured's (if the Owner is not the Insured) answers fail to include all material information requested, the Company has the right to deny benefits or rescind the Rider(s). The best time to clear up any questions is now, before a claim arises! If for any reason, any of the Owner's or Insured's answers are incorrect, contact the Company at the Service Center Address shown above.

NOTICE TO BUYER: The Riders described in this Disclosure Statement may not cover all of the costs associated with long term care which may be incurred by the Insured during the period of coverage. The buyer is advised to periodically review the conditions and limitations of the Policy and the Riders.

1. INDIVIDUAL COVERAGE.

The Accelerated Benefit Rider and the Extension of Benefits Rider, if applicable, described in this Disclosure Statement are attached to, and made a part of, an individual life insurance policy.

2. PURPOSE OF DISCLOSURE STATEMENT.

This Disclosure Statement provides a very brief description of the important features of the Riders. You should compare this Disclosure Statement to Disclosure Statements of coverage for other policies and riders available to you.

This is not an insurance contract but only a summary of coverage. Only the Riders and the individual life insurance policy contain governing contractual provisions. This means that the Riders and the policy set forth in detail the rights and obligations of both the Owner and the insurance company. Therefore, if you purchase this coverage, or any other coverage, it is important that you **READ YOUR POLICY AND RIDERS CAREFULLY!**

3. FEDERAL TAX CONSEQUENCES.

The Riders described in this Disclosure Statement are intended to be a federally tax-qualified long term care insurance contract under Section 7702B(b) of the Internal Revenue Code of 1986, as amended.

EXTENSION OF BENEFITS RIDER ONLY - AS WITH ALL TAX MATTERS, THE OWNER SHOULD CONSULT A PROFESSIONAL TAX ADVISOR TO ASSESS THE EFFECT OF THIS RIDER.

4. TERMS UNDER WHICH THE RIDERS MAY BE CONTINUED IN FORCE OR DISCONTINUED.

RENEWABILITY. - THESE RIDERS ARE GUARANTEED RENEWABLE. This means that the Insured has the right to continue the nursing home and home care insurance in force by the timely payment of premiums and the Company has no unilateral right to make any change in any provision of this Rider while the insurance is in force except, however, the premium rates may be revised by the insurer on a class basis.

WAIVER OF MONTHLY DEDUCTION BENEFIT. The Accelerated Benefit Rider includes a benefit that waives all Monthly Deductions for the Policy and all Riders when benefits are payable under: (1) the Home Care Benefit; (2) the Nursing Facility Benefit; (3) the Assisted Living Facility Benefit; or (4) the Bed Reservation Benefit. This waiver begins with the first Monthly Deduction to be made following the date such benefits are first paid. It stops when the Insured is no longer receiving Covered Care for which such benefits are payable.

5. TERMS UNDER WHICH THE COMPANY MAY CHANGE RIDER CHARGES.

The Company may change the rates charged for the Riders. Subject to rate requirements applicable in the State of New York, and approval by the New York Insurance Department, any rate change will be made only when the Company changes the rates on a class basis for all riders on the same form as this Rider that are delivered in the same state as this Rider. The Company will notify the Owner at least 60 days before the Policy's Anniversary on which such change would take effect. The rate change will never exceed guaranteed maximum rates shown in the Policy for the corresponding Policy Anniversary.

6. TERMS UNDER WHICH THE RIDERS MAY BE RETURNED AND RIDER CHARGES REFUNDED.

Unconditional 30-Day Free Look: The Owner has 30 days to return the Rider(s) to the Company if the Owner is not satisfied with the Rider(s) for any reason. The Rider(s) may be returned to the Service Center at the above address or to any life insurance agent appointed by the Company. Immediately upon return of the Rider(s) or denial of the Application for the Rider(s), the Policy and Rider(s) will be deemed void from the beginning; and any rider charges will be returned, if the Policy and the Rider(s) are returned, and reversed if only the Extension of Benefits Rider is returned.

The Rider(s) do not contain provisions providing for a refund or partial refund of the charges for the Rider(s) or Optional Inflation Protection Benefit charges, if applicable, upon the death of the Insured or upon the surrender of the Rider(s).

7. EXTENSION OF BENEFITS RIDER ONLY - THIS IS NOT MEDICARE SUPPLEMENT COVERAGE.

If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from the insurance company. Neither Genworth Life Insurance Company nor its agents represent Medicare, the federal government, or any state government.

8. NURSING HOME AND HOME CARE COVERAGE.

Policies and riders of this category are designed to provide coverage for one or more necessary or medically necessary diagnostic, preventative, therapeutic, rehabilitative, maintenance, or personal care services, provided in a setting other than an acute care unit of a hospital, such as in a nursing home, in the community, or in the home. These services are referred to as Covered Care and are more fully defined in the Accelerated Benefit Rider.

These Riders provide coverage in the form of reimbursement for expenses incurred by the Insured for Covered Care. Payment is subject to limitations, and all other terms and conditions of the Policy and Riders.

The Extension of Benefits Rider is categorized as Nursing Home and Home Care Insurance. The Accelerated Benefit Rider is not subject to the minimum requirements of New York Law pertaining to Long Term Care Insurance and does not qualify for the New York State Long Term Care Partnership Program, and is not a Medicare Supplement Policy. Both Riders are intended to be qualified long term care insurance for federal tax law.

9. BENEFITS PROVIDED BY THE RIDERS

Benefits are provided under the Accelerated Benefit Rider until that Rider's Lifetime Maximum has been exhausted. The Extension of Benefits Rider, if applicable, extends the benefits provided by the Accelerated Benefit Rider after the Lifetime Maximum of the Accelerated Benefit Rider has been exhausted.

The Company will pay benefits to the Owner as reimbursement for expenses incurred by the Insured for Covered Care, subject to the terms and conditions of the Rider then in effect. Some Covered Care expenses, as described below, are subject to a Monthly Maximum, and benefits paid for such Covered Care for any one month will not exceed the applicable Monthly Maximum in effect. The total benefits paid under the Riders will not exceed the applicable Lifetime Maximum as defined in each Rider.

ELIGIBILITY FOR THE PAYMENT OF BENEFITS: For benefits to be payable under these Riders:

- the Insured must be a Chronically Ill Individual;
- the Company must receive a Current Eligibility Certification for the Insured; and
- the Company must receive ongoing proof which demonstrates that the Covered Care the Insured receives is needed due to his or her continually being a Chronically Ill Individual. The proof can be based on information from care providers, personal physicians, and other Licensed Health Care Practitioners.

CONDITIONS FOR PAYMENT: Benefits will be paid as reimbursement for incurred Covered Care expenses that meet all of the following conditions:

- the Owner must elect to claim benefits under the Rider(s);
- the payment of any benefit amount under the Accelerated Benefit Rider must be approved by any irrevocable Beneficiary;
- the Covered Care is provided pursuant to a written Plan of Care prescribed by a Licensed Health Care Practitioner;
- the Insured has not exhausted any limits applicable to the specific benefits claimed;
- the Insured meets all additional requirements for the specific benefits claimed;
- the Extension of Benefits Rider, if applicable, will begin paying benefits only after the Lifetime Maximum of the Accelerated Benefit Rider has been exhausted; and
- the Policy and applicable Rider(s) must be in force on the date the expense, fee, or charge for an item of Covered Care is incurred. This does not apply when coverage is provided under an Extended Benefits provision, or the Nonforfeiture Benefit. An expense, fee, or charge will be considered to be incurred on the day on which the Covered Care is received.

Once the Company determines that the Insured is eligible for benefits, the Insured's eligibility for benefits will continue for as long as the Insured continues to be a Chronically Ill Individual, and has not exhausted the applicable Lifetime Maximum. The Company reserves the right to perform periodic reassessments of the Insured's eligibility, but no more frequently than 90 days.

PRIVILEGED CARE[®] COORDINATION SERVICES: These services are intended to help identify care needs and community resources available to deliver care when the Insured is a Chronically Ill Individual. These services are furnished by a team of Privileged Care Coordinators provided by the Company at its own expense. The Company will pay for these services when the Insured receives them while Rider coverage is in force. These payments will NOT count against any payment maximum.

Privileged Care Coordination Services will provide the Insured with a team of Privileged Care Coordinators who will review the Insured's specific situation and develop a Plan of Care to meet the Insured's needs. Privileged Care Coordinators will:

- assess the Insured's functional, cognitive and personal needs for care and services on an ongoing basis;
- work with the Insured to identify the specific services and care providers the Insured requires;
- develop and suggest initial and subsequent Plans of Care to assist the Insured in meeting the Insured's needs;
- provide the initial and ongoing Current Eligibility Certifications; and
- monitor the Insured's care needs on an ongoing basis to help the Insured receive appropriate care.

The Company should be contacted immediately when the services of a Privileged Care Coordinator are desired. The Company will then make arrangements for a Privileged Care Coordinator to contact the Insured and begin providing the Insured with these services.

A *Privileged Care Coordinator* is a Nurse or licensed social worker who is: qualified by training and experience to assess and coordinate the overall care needs of a Chronically Ill Individual; and meets standards satisfactory to the Company that pertain to quality assurance, reporting and record maintenance requirements.

Privileged Care Coordination Services Are Voluntary: The Insured is not required to use Privileged Care Coordination Services. However, the Company will not cover the expense of any of the following from by a Licensed Health Care Practitioner who is not a Privileged Care Coordinator: creation of a Plan of Care; providing a Current Eligibility Certification; or assistance in coordinating services.

Payment for these services is NOT subject to any payment limits. Payment for these services does not qualify for any waiver of Monthly Deductions.

Payment Limitations: Privileged Care Coordination Services will not be provided in connection with the International Coverage Benefit.

HOME CARE BENEFIT: The Company will pay for expenses the Insured incurs for the following Covered Care:

- Adult Day Care Services;
- Nurse and Therapist Services;
- Home Health Aide and Personal Care Services;
- Homemaker Services;
- Chore Services; and
- Hospice Care.

These services must be: (1) received in the Insured's Home, unless they are Adult Day Care Services or Hospice Care; (2) necessary to enable the Insured to continue to stay safely at Home, unless the services are in a facility providing Hospice Care; (3) necessary because the Insured alone is not able to perform them due to the Insured being a Chronically Ill Individual; and (4) consistent with the needs addressed in the Insured's Plan of Care. Providers of these services do not need to be affiliated with a home health care agency.

Payment Limitations: Payment of this Benefit is subject to the applicable Lifetime Maximum and the applicable Monthly Maximum.

NURSING FACILITY BENEFIT: The Company will pay for expenses the Insured incurs for Covered Care (including room and board, but not prescription drugs) provided by a Nursing Facility while the Insured is confined there as a resident inpatient. This includes expenses for: (1) private duty nursing care provided by a Nurse who is not employed by the facility; and (2) all levels of care (including skilled, intermediate and custodial care) provided by the Nursing Facility. The expenses must be consistent with the level of charges normally made for other resident inpatients receiving similar care in that facility.

Payment Limitations: Payment of this Benefit is subject to the applicable Monthly Maximum, and the applicable Lifetime Maximum.

ASSISTED LIVING FACILITY BENEFIT: The Company will pay the expenses the Insured incurs for Covered Care (including room and board, but not prescription drugs) provided by an Assisted Living Facility while the Insured is confined there as a resident inpatient. The expenses must be consistent with the level of charges normally made for other resident inpatients receiving similar care in that facility.

Payment Limitations: Payment of this Benefit is subject to the applicable Monthly Maximum, and the applicable Lifetime Maximum.

BED RESERVATION BENEFIT: The Company will continue to pay benefits under the Nursing Facility Benefit and the Assisted Living Facility Benefit while the Insured: (1) is temporarily absent during a stay in a Nursing Facility or Assisted Living Facility; and (2) is charged to reserve the Insured's accommodations in that facility. The temporary absence can be for any reason. This includes, but is not limited to, a hospital stay or when the Insured spends holidays or other time with his or her family.

Payment Limitations: Payment of this Benefit is subject to the applicable Monthly Maximum, and the applicable Lifetime Maximum. Payment will not exceed 60 days per Policy Year.

RESPITE CARE BENEFIT: When the Insured receives Respite Care, the Company will pay the following Benefits: (1) the Nursing Facility Benefit; (2) the Assisted Living Facility Benefit; (3) the Bed Reservation Benefit; and (4) the Home Care Benefit.

Respite Care means short-term care that is provided to the Insured in order to relieve the person who normally provides the Insured with unpaid, informal care in the Insured's Home. The Insured's Plan of Care must state: (1) the name of the unpaid caregiver for whom respite is being provided; (2) the period of respite; and (3) the Covered Care the Insured will require to replace that care normally provided by the unpaid caregiver. Respite Care can be received in the Insured's Home, or during a temporary stay in a Nursing Facility or Assisted Living Facility.

Payment Limitations: Payment of this Benefit is subject to, the applicable Monthly Maximum, and the applicable Lifetime Maximum. Payment will not exceed 30 days per Policy Year. This Benefit will not be payable at the same time as any other Benefit except when the Company pays for Privileged Care Coordination Services or Caregiver Training. Payment of benefits will not exceed the number of days shown in the Policy Schedule for this benefit.

CAREGIVER TRAINING BENEFIT: The Company will pay for expenses the Insured incurs for training an unpaid, informal caregiver to care for the Insured in the Insured's Home. All the following conditions apply to this Benefit: (1) the Company will not pay to train someone who will be paid to care for the Insured; and (2) the training can be received while the Insured is confined in a hospital, Nursing Facility, or Assisted Living Facility only if it is reasonably expected that the training will make it possible for the Insured to go Home where the Insured can be cared for by the person receiving the training.

Payment Limitations: This Benefit is not subject to a Monthly Maximum; but is subject to a lifetime maximum equal to 20% of the then applicable Monthly Maximum. This Benefit is subject to any applicable Lifetime Maximum.

SUPPORTIVE EQUIPMENT BENEFIT: Benefits will be payable for Supportive Equipment if it is specified and provided in accordance with the Insured's Plan of Care. The Company will pay for expenses, including installation fees, labor and related costs, the Insured incurs for the purchase or rental of Supportive Equipment, if such equipment is: (1) intended to assist the Insured in living at Home by relieving the Insured's need for direct physical assistance; and (2) specified and provided in accordance with the Insured's Plan of Care stating that the equipment is expected to enable the Insured to remain at Home for at least 90 days after the date of purchase or first rental.

Supportive Equipment includes items such as the following: pumps and other devices for intravenous injection; ramps to permit movement from one level of a residence to another; grab bars to assist in toileting, bathing or showering; and stair lifts for going between levels of the Insured's Home. Supportive Equipment does not include either: equipment that will, other than incidentally, increase the value of the residence in which it is installed; or artificial limbs, teeth, medical supplies, or equipment placed in the Insured's body, temporarily or permanently.

Payment Limitations: Expenses incurred for the purchase or rental of Supportive Equipment will be reimbursed subject to a lifetime maximum benefit equal to 2 times the then applicable Monthly Maximum. Payment of this Benefit is not subject to a Monthly Maximum. This Benefit is subject to the applicable Lifetime Maximum.

ALTERNATIVE CARE BENEFIT: *(For expenses not otherwise covered. Prior approval by the Company is required.)* The Company will pay for expenses the Insured incurs for care, treatment, services, supplies or other items not specifically covered by another Benefit under a Rider when all of the following conditions are met:

- They are clearly specified in the Insured's Plan of Care and in a separate written mutual agreement between the Company, the Owner, any irrevocable Beneficiary, as applicable, and if appropriate, the Insured or the Insured's physician.
- They are cost-effective alternatives to Benefits specifically available under this Rider.
- They are for Qualified Long Term Care Services.
- They are incurred while such mutual agreement is in effect.
- They are incurred while the Insured's insurance is in force under the Policy and the Rider.
- The expenses are not otherwise covered under another Benefit in the Rider.
- Prior approval from the Company is received for such items.

Examples include, but are not limited to: in-home safety devices; community-based services that provide meals in the Home for disabled individuals (such as Meals on Wheels); equipment in the Insured's Home that is not covered under the Supportive Equipment Benefit; rental or lease of emergency medical response devices; and other care, treatment, services, supplies, or other items designed to help the Insured remain at Home.

Any such agreement will not waive any of the rights the Owner or the Company has under this Rider. The agreement may be discontinued at any time without affecting the right to Rider Benefits otherwise available.

Payment Limitations: The agreement will state any time period and payment maximums. Payment of this Benefit is also subject to the applicable Lifetime Maximum and all other Rider provisions and conditions.

INTERNATIONAL COVERAGE BENEFIT: The Company will pay for expenses the Insured incurs for Covered Care while confined as a resident inpatient in an Out-of-Country Nursing Facility (as defined in the Accelerated Benefit Rider). The Company must be provided with satisfactory proof, at the Owner's expense, that the Insured meets the Rider Benefit Eligibility and other proof of loss requirements. This Benefit is in lieu of all other Benefits and reimbursement otherwise provided by this Rider for expenses incurred during the period for which payment is made under this Benefit.

Payment Limitations: Payment of this Benefit is subject to the applicable Lifetime Maximum, a calendar month maximum equal to 75% of the applicable Monthly Maximum; and a lifetime maximum payment period of no more than 48 months under both Riders combined. This Benefit will not be payable at the same time as any other Benefit; nor will it qualify for the Waiver of Monthly Deduction Benefit.

DEFINITIONS OF TERMS

Activities of Daily Living (ADLs) means the following functions:

- *Bathing:* Washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
- *Dressing:* Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- *Toileting:* Getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- *Transferring:* Moving into or out of a bed, chair or wheelchair.
- *Continence:* The ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
- *Eating:* Feeding oneself by getting food into the body from a receptacle (such as a plate, cup, or table) or by feeding tube or intravenously.

Adult Day Care Services means a program of social and health-related services provided during the day in a community group setting for the purpose of supporting frail, impaired elderly or other disabled adults who can benefit from care in a group setting outside the Home. The program must be operating either under appropriate licensure or certification, if required, or for six (6) or more individuals.

Chore Services means assistance with the following light work activities: (a) minor household repairs related to the Insured's safety at Home (such as to handrails and safety rails, stairs, or floors); (b) taking out the garbage; and (c) simple cleaning tasks to remove unsafe debris or dirt in the Insured's Home. Chore Services do not include any type of: residential upkeep; construction; renovation or routine home preservation (such as painting); lawn or yard care; snow removal; vehicle or equipment maintenance; or similar tasks.

Chronically Ill Individual means a person who has been certified by a Licensed Health Care Practitioner as:

- being unable to perform, without Substantial Assistance (either Standby Assistance or Hands-on Assistance) from another individual, at least two (2) Activities of Daily Living due to a loss of functional capacity. In addition, this loss of functional capacity must, at first, be expected to exist for a period of at least 90 days; or
- requiring Substantial Supervision to protect the person from threats to health and safety due to Severe Cognitive Impairment.

Covered Care means only those Qualified Long Term Care Services for which these Riders pays benefits.

Current Eligibility Certification is a Licensed Health Care Practitioner's written certification, made within the preceding 12-month period, that the Insured meets the above requirements for being a Chronically Ill Individual.

Family Member means: the Insured's spouse or Domestic Partner; and the following relatives of the Insured or the Insured's spouse or Domestic Partner: (1) parent; (2) grandparent; (3) child; (4) grandchild; (5) brother; (6) sister; (7) aunt; (8) uncle; (9) first cousin; (10) nephew or niece. This includes adopted, in-law and step-relatives. *Domestic Partner* means a person who lives with the Insured in a domestic partner relationship; provided that the Insured has completed and returned a declaration of domestic partnership in a form and manner acceptable to the Company.

Home Health Aide and Personal Care Services means assistance the Insured receives with: (a) simple health care tasks; (b) personal hygiene; (c) managing medications; (d) help in performing Activities of Daily Living; and (e) supervision the Insured needs when he or she has Severe Cognitive Impairment.

Homemaker Services means assistance with one or more of the following tasks: (a) meal planning and preparation; (b) doing laundry; and (c) light house cleaning, such as: (1) vacuuming; (2) dry mopping; (3) dishwashing; (4) cleaning the kitchen or bath; and (5) changing soiled bedding.

Hospice Care means services that are designed to: (a) provide palliative care to the Insured; or (b) alleviate the Insured's physical, emotional and spiritual discomforts because the Insured is experiencing the last phases of life due to a terminal disease (diagnosed with six (6) months or less to live). Hospice Care can be provided in: (a) the Insured's Home; or (b) a separate facility that is licensed or certified to provide Hospice Care by the state in which it is located. Room and board expenses provided in such a facility will be a Covered Care expense under these Riders. Hospice Care does not include coverage for prescription drugs.

Insured means the person named as the Insured in the application for this Rider. Insured does not include any other persons who may be covered by an added benefit Rider.

Licensed Health Care Practitioner means any of the following who is not a Family Member: (a) a physician as defined in Section 1861(r)(1) of the Social Security Act; (b) a registered professional Nurse; (c) a licensed social worker; or (d) any other individual who meets such requirements as may be prescribed by the Secretary of the Treasury, has any appropriate State license, and is acting within the scope of that license.

Lifetime Maximum means the maximum amount of benefits payable for Covered Care under each Rider. Initially the applicable Lifetime Maximum is the amount for which application has been made. This amount may be increased over time in accordance with any inflation protection benefit increases; and decreased due to benefit payments and, with respect to the Accelerated Benefit Rider, partial withdrawals.

Medicaid means any state medical assistance program under Title XIX of the Social Security Act as it is now and as it may be amended.

Medicare means the Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965 as then constituted or later amended.

Monthly Maximum means the maximum used for determining the amount the Company will pay for Covered Care expenses incurred under all of the following Benefits combined: (a) the Home Care Benefit; (b) the Nursing Facility Benefit; (c) the Assisted Living Facility Benefit; (d) the Bed Reservation Benefit; (e) the Respite Care Benefit; and (f) the International Coverage Benefit. The Monthly Maximum is also used to determine the maximum amounts payable for benefits in these Riders. Initially the Monthly Maximum is the amount for which application has been made. This amount may be increased over time in accordance with any inflation protection benefit increases; and decreased under the Accelerated Benefit Rider due to partial withdrawals.

Nurse means someone who is licensed as a Registered Graduate Nurse (RN), Licensed Practical Nurse (LPN), or Licensed Vocational Nurse (LVN), and is operating within the scope of that license.

Nurse and Therapist Services means services provided in the Insured's Home by: a Nurse; or a licensed physical, occupational, respiratory, or speech therapist.

Plan of Care means a written, individualized plan for care and support services for the Insured that: (a) has been developed as a result of an assessment and incorporates any information provided by the Insured's personal Physician; (b) has been prescribed by a Licensed Health Care Practitioner; (c) fairly, accurately and appropriately addresses the Insured's long term care and support service needs; and (d) specifies the following: (1) the type, frequency and duration of all services required to meet those needs; (2) the providers appropriate to furnish those services; and (3) an estimate of the appropriate cost of such services.

Qualified Long Term Care Services means the necessary diagnostic, preventative, therapeutic, curative, treatment, mitigation, and rehabilitative services, and Maintenance or Personal Care Services which are: (a) required if the Insured becomes a Chronically Ill Individual; and (b) provided pursuant to a Plan of Care prescribed by a Licensed Health Care Practitioner.

Important Note: To be eligible for payment under these Riders, it is not sufficient for services to be only Qualified Long Term Care Services. Such services must also: (a) be care or support services for which this Rider pays benefits; and (b) satisfy all requirements for Benefit eligibility and payment.

"Maintenance or Personal Care Services" as used above and elsewhere in these Riders means any care the primary purpose of which is the provision of needed assistance with any of the disabilities as a result of which the Insured is a Chronically Ill Individual, including protection from threats to health and safety due to Severe Cognitive Impairment.

Severe Cognitive Impairment is a loss or deterioration in intellectual capacity that is: (a) comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia; and (b) measured by clinical evidence and standardized tests that reliably measure impairment in the person's: (1) short-term or long-term memory; (2) orientation as to people, places, or time; (3) deductive or abstract reasoning; (4) judgment as it relates to safety awareness.

Substantial Assistance is either:

- *Hands-on Assistance*, which is the physical assistance (minimal, moderate or maximal) of another person without which the Insured would be unable to perform the Activity of Daily Living; or
- *Standby Assistance*, which is the presence of another person within arm's reach of the Insured that is necessary to prevent, by physical intervention, injury to the Insured while he or she is performing the Activity of Daily Living.

Substantial Supervision means continual supervision (which may include verbal cueing, prompting, gestures, or other demonstrations) by another nearby person that is necessary to protect the severely cognitively impaired individual from threats to his or her health or safety (such as may result from wandering).

10. LIMITATIONS AND EXCLUSIONS.

PRE-EXISTING CONDITIONS

There are no pre-existing conditions limitations.

NONELIGIBLE FACILITIES/PROVIDERS

A Nursing Facility, Assisted Living Facility, or Out-of-Country Nursing Facility is not covered unless it meets the applicable definition for such facility as defined in the Accelerated Benefit Rider. Those definitions exclude the Insured's Home and any facility which is a hospital or clinic, a subacute care or rehabilitation hospital or unit, or a place which operates primarily for the treatment of alcoholism, drug addiction, or mental illness. The Insured's *Home* means the Insured's primary place of residence in the area the Insured uses principally for independent residential living. This could be: a house; a condominium; an apartment; a unit in a congregate care community; or a similar residential environment.

NONELIGIBLE LEVELS OF CARE

Coverage is not based on the level of care; but is for care furnished, for a specific covered reason, by or through covered facilities and providers. Care from family members is not covered.

EXCLUSIONS AND EXCEPTIONS

No payment will be made for any expenses incurred for any room and board, care, treatment, services, equipment or other items:

- Provided by a Family Member, unless: (a) the Family Member is a regular employee of the organization that is providing the services; and (b) such organization receives payment for the services; and (c) the Family Member receives no compensation other than the normal compensation for employees in her or his job category.
- For which no charge is normally made in the absence of insurance.
- Provided outside of the United States of America, its territories and possessions, except as described in the International Coverage Benefit.
- Provided by or in a Veterans Administration or federal government facility, unless a valid charge is made to the Insured or the Insured's estate, or unless otherwise required by law.
- Provided for alcoholism and drug addiction, but not addiction that results from the administration of those substances in accordance with the advice and written instructions of a duly licensed physician.
- Resulting, directly or indirectly, from: (a) war or act of war, whether declared or not; or (b) attempted suicide or an intentionally self-inflicted injury.

Note: The Company will pay benefits for Alzheimer's disease or demonstrable organic brain disease, subject to the same exclusions, limitations and provisions otherwise applicable to other Covered Care provided under the Riders.

Non-Duplication

Benefits will be paid only for expenses for Covered Care that are in excess of the amount paid under Medicare (including amounts that would be reimbursed but for the application of the a deductible or coinsurance amount) and any other federal, state or other governmental health care program or law (except Medicaid).

THE ACCELERATED BENEFIT RIDER MAY NOT COVER ALL THE EXPENSES ASSOCIATED WITH THE INSURED'S LONG TERM CARE NEEDS.

11. RELATIONSHIP OF COST OF CARE AND BENEFITS.

Because the cost of long term care services will likely increase over time, the Owner should consider whether and how the benefits of this plan may be adjusted. One of the following Optional Inflation Protection Benefits for the Extension of Benefits Rider may be selected at the time of application. Increases will be available to pay for expenses incurred on or after the date of the increases and while Rider coverage is in force. Benefit Increases cease when the Optional Inflation Protection Benefit terminates.

The available benefit amounts for the Extension of Benefits Rider Optional Inflation Protection Benefit are as follows:

3% or 5% Simple Optional Inflation Protection Benefit: If one of these Options is in effect, the applicable Monthly Maximum will be increased on each Policy Anniversary by an amount equal to the selected percentage of the Monthly Maximum initially applicable. The remaining applicable Lifetime Maximum will increase by the same proportion that the applicable Monthly Maximum increased.

3% or 5% Compound Optional Inflation Protection Benefit: If one of these Options is in effect, the applicable Monthly Maximum will be increased on each Policy Anniversary by an amount equal to the selected percentage of the applicable Monthly Maximum in effect immediately prior to the increase. The remaining applicable Lifetime Maximum will increase by the same proportion that the applicable Monthly Maximum increased.

Once an Option is in effect, it cannot be changed to another Option; nor can an Option be added. If an Optional Inflation Protection Benefit is selected, Rider charges will be higher; but they will not increase due to a change in age or the automatic benefit increases. At the end of this Disclosure Statement is a graphic comparison of the benefit levels of riders that increase benefits over the coverage period with a rider that does not increase benefits. A relative cost comparison chart illustrates initial premiums for those types of riders.

12. ALZHEIMER'S DISEASE AND OTHER ORGANIC BRAIN DISORDERS.

Once insurance is in force, coverage is provided if the Insured is clinically diagnosed as having Alzheimer's disease or related degenerative and dementing illnesses and meets the "Eligibility for the Payment Benefits" and "Conditions for Payment" requirements described in the Accelerated Death Benefit for Long Term Care Services Rider.

13. RIDER CHARGES.

The monthly charges for the Rider(s) and the Optional Inflation Protection Benefit, if applicable, for the Extension of Benefits Rider, if applicable, will be deducted each month from the Policy Value of the Policy to which the Rider(s) are attached. The initial charges will be shown in the Schedule of the issued Policy.

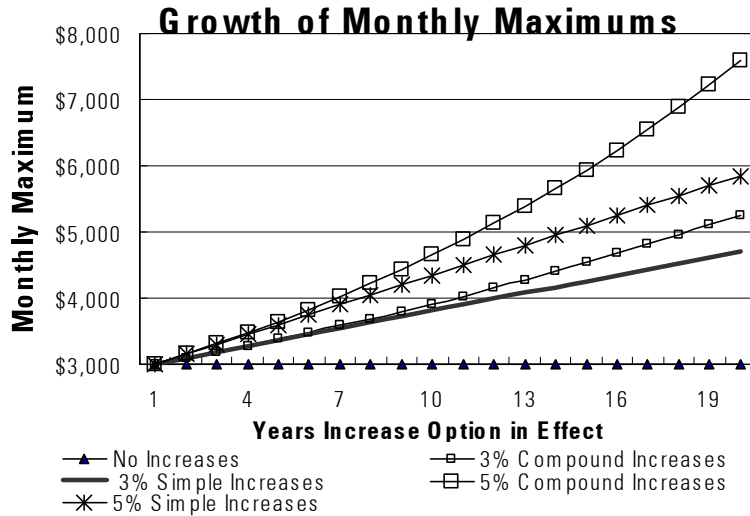
14. ADDITIONAL FEATURES.

The issuance of the Riders is subject to medical underwriting.

The Extension of Benefits Rider also provides, subject to stated conditions, an optional Nonforfeiture Benefit which applies if the Rider terminated due to lapse or surrender after having been in force for at least three (3) years. It will

continue Rider coverage with a reduced Lifetime Maximum equal to the greater of: (a) the Monthly Maximum under the Rider at the time of termination; and (b) the sum of all monthly charges paid by the Owner for the Rider, less the amount by which any Return of Premium Benefit provided by Rider, if applicable, exceeds the Cash Surrender Value on the date of termination. A similar optional Contingent Nonforfeiture Benefit is available as an alternative if the Rider terminates in the event of a substantial cumulative increase in rider charges.

15. CONTACT THE STATE SENIOR HEALTH INSURANCE ASSISTANCE PROGRAM IF YOU HAVE GENERAL QUESTIONS REGARDING LONG TERM CARE INSURANCE. CONTACT THE INSURANCE COMPANY IF YOU HAVE SPECIFIC QUESTIONS REGARDING THE ACCELERATED BENEFIT RIDER OR THE EXTENSION OF BENEFITS RIDER.



Relative Cost of Optional Inflation Protection Benefits

24 month Extension of Benefits Rider

Preferred No Nicotine Life Premium Class/Standard Rider Rate Classification with Maximum Couples Discount
Based on Specified Amount of \$150,000 with Return of Premium Benefit

Increase Option	Issue Age 45		Issue Age 55		Issue Age 65		Issue Age 75	
	Male	Female	Male	Female	Male	Female	Male	Female
None	100%	100%	100%	100%	100%	100%	100%	100%
3% Simple	131%	135%	132%	136%	132%	136%	144%	143%
5% Simple	159%	167%	164%	172%	156%	162%	186%	184%
3% Compound	159%	166%	151%	157%	145%	150%	153%	151%
5% Compound	280%	301%	237%	252%	200%	209%	219%	216%

Genworth Life Insurance Company of New York



**Nursing Home and Home Care Insurance
Potential Rate Increase Disclosure Form**

for Extension of Benefits Rider for Nursing Home and Home Care Services

1. The monthly charge(s) that is (are) applicable to you and that will be in effect until a request is made and approved for an increase is (are) provided with your application.

2. **The monthly charge(s) for rider coverage will be shown on the rider data pages of your policy.**

3. **Rate Schedule Adjustments:**

Any rate schedule adjustments or changes will be effective on the policy anniversary and the company will give you 60 days prior written notice of such change.

4. **Potential Rate Revisions:**

This rider is Guaranteed Renewable. This means that the rates for rider coverage may be increased in the future. Your rate schedule CANNOT be increased due to your increasing age or declining health, but your rate schedule may go up based on the experience of all owners with a rider similar to yours.

If you receive a rate schedule increase in the future, you will be notified of the new rate schedule and you will be able to exercise at least one of the following options:

- Pay the increased charge and continue your policy and rider coverage in force as is.
- Reduce your rider benefits to a level such that your charges will not increase. (Subject to state law minimum standards.)
- Exercise your nonforfeiture option.

Signature of Owner

Date

Printed Name of Proposed Insured

Date of Birth

One Copy to be retained by Owner and a second signed copy returned with your application.

Genworth Life Insurance Company of New York



**Nursing Home and Home Care Insurance
Potential Rate Increase Disclosure Form**

for Extension of Benefits Rider for Nursing Home and Home Care Services

1. The monthly charge(s) that is (are) applicable to you and that will be in effect until a request is made and approved for an increase is (are) provided with your application.

2. **The monthly charge(s) for rider coverage will be shown on the rider data pages of your policy.**

3. **Rate Schedule Adjustments:**

Any rate schedule adjustments or changes will be effective on the policy anniversary and the company will give you 60 days prior written notice of such change.

4. **Potential Rate Revisions:**

This rider is Guaranteed Renewable. This means that the rates for rider coverage may be increased in the future. Your rate schedule CANNOT be increased due to your increasing age or declining health, but your rate schedule may go up based on the experience of all owners with a rider similar to yours.

If you receive a rate schedule increase in the future, you will be notified of the new rate schedule and you will be able to exercise at least one of the following options:

- Pay the increased charge and continue your policy and rider coverage in force as is.
- Reduce your rider benefits to a level such that your charges will not increase. (Subject to state law minimum standards.)
- Exercise your nonforfeiture option.

Signature of Owner

Date

Printed Name of Proposed Insured

Date of Birth

One Copy to be retained by Owner and a second signed copy returned with your application.



Things you should know before buying long term care insurance from Genworth Life Insurance Company of New York

Things you should know before buying long term care insurance

Long term care insurance - A long term care insurance policy may pay most of the costs for care in a nursing home. Many policies also pay for care at home or other community settings. Since policies can vary in coverage, you should carefully read the insurance policy and make sure you understand what it covers before you buy it.

You should not buy this insurance policy unless you can afford to pay the premiums every year. Remember that the company can increase premiums in the future.

The personal worksheet includes questions designed to help you and us determine whether this policy is suitable for your needs.

Medicare - Medicare does not pay for most long term care.

Medicaid - Medicaid will generally pay for long term care if you have very little income and few assets. You probably should not buy this policy if you are now eligible for Medicaid.

- Many people become eligible for Medicaid after they have used up their own financial resources by paying for long term care services.
- When Medicaid pays your spouse's nursing home bills, you are allowed to keep your house and furniture, a living allowance, and some of your joint assets.
- Your choice of long term care services may be limited if you are receiving Medicaid.

To learn more about Medicaid, contact your local or state Medicaid agency.

Shopper's Guide - Make sure the insurance company or agent gives you a copy of a book called the National Association of Insurance Commissioners' "Shopper's Guide to Long Term Care Insurance." Read it carefully. If you have decided to apply for long term care insurance, you have the right to return the policy within 30 days and get back any premium you have paid if you are dissatisfied for any reason or choose not to purchase the policy.

Counseling - Free counseling and additional information about long term care insurance are available through your state's insurance counseling program. Contact your state insurance department or department on aging for more information about the senior health insurance counseling program in your state.

Facilities - Some long term care insurance contracts provide for benefit payments in certain facilities only if the facilities are licensed or certified, such as in assisted living centers. However, not all states regulate these facilities in the same way. Also, many people move to a different state from where they purchased their long term care insurance policy. Read the policy carefully to determine what types of facilities qualify for benefit payments, and to determine that payment for a covered service will be made if you move to a state that has a different licensing scheme for facilities than the one in which you purchased the policy.

LONG TERM CARE INSURANCE PERSONAL WORKSHEET



Genworth Life Insurance Company of New York • Home Office: 666 Third Avenue, 9th Floor, New York, NY 10017
Administrative Office: 700 Main Street, PO Box 1280, Lynchburg, VA 24505-1280

— COMPANY COPY —

People buy long term care insurance for many reasons. Some don't want to use their own assets to pay for long term care. Some buy insurance to make sure they can choose the type of care they get. Others don't want their family to have to pay for care or don't want to go on Medicaid. But long term care insurance may be expensive, and may not be right for everyone.

By state law, the insurance company must fill out part of the information on this worksheet and ask you to fill out the rest to help you and the company decide if you should buy this policy. *All references to 'you' on this form apply to the owner.*

Section A

Premium Information and Policy/Rider Form Number: (check one)

Flexible Premium Adjustable Life Insurance Policy ULPLTCIPGLI NY(11/05) with Accelerated Benefit Rider for Long Term Care Services, Nursing Home and Home Care Insurance ULRABRIPGLI NY(11/05)

With Without Extended Benefit Rider for Long Term Care Services ULREBRIPGLI NY(11/05)

The initial premium for this policy including the rider(s) is \$ _____

Type of Rider(s)

Guaranteed Renewable Long Term Care riders.

The Company's Right to Increase Rates

The company has a right to increase charges on these rider form(s) in the future, provided it raises rates on all similar riders in the same class in this state.

Rate Increase History

The company has sold long term care insurance since **1974** and has sold this policy since 2006. The company has never raised its rates for this or similar long term care rider it has sold in this or any other state.

Questions Related to Your Income

This insurance product is designed as an initial premium policy, in which you set the initial premium.

How will you pay for your initial premium?

From my Income From my Savings/Investments My Family will pay Other _____

Have you considered whether you could afford to keep this policy if additional premiums were needed to maintain the policy, for example, an additional 20%? THIS QUESTION MUST BE ANSWERED

Yes No- ***If you have not considered this possibility, please do not proceed with the application until doing so.***

Section B

What is your annual income? (check one)

Under \$20,000 \$20,000–\$30,000 \$30,000–\$40,000 \$40,000–\$50,000 Over \$50,000

How do you expect your income to change in the next 10 years? (check one)

No change Increase Decrease

If you will be paying with money received only from your own income, a rule of thumb is that you may not be able to afford this policy if the premiums will be more than 7% of your income.

Will you buy inflation protection? (check one)

Yes No

If not, have you considered how you will pay for the difference between future costs and your current benefit amount (if any)?

From my Income From my Savings/Investments My Family will pay

The national average annual cost of long term care in 2007 was \$74,806, but this figure varies across the country. In ten years the national average annual cost would be about \$121,851 if costs increase 5% annually.

Elimination Period

The elimination period under the rider is 90 days. Based on the year 2007 figures provided above, this means that approximately \$18,445 in nursing home costs will be incurred before benefits are payable.

How are you planning to pay for care during the Elimination Period? (check one)

From my Income From my Savings/Investments My Family will pay

FEDERAL INCOME TAX WITHHOLDING ELECTION FORM



Genworth Life Insurance Company
Genworth Life Insurance Company of New York†
Service Center: 3100 Albert Lankford Drive, Lynchburg, Virginia 24501-4948

It is possible that under certain circumstances the Company could be required to withhold federal income tax from amounts withdrawn from policy values to pay monthly long term care benefits risk charges.

To ensure that monthly long term care benefits risk charges are fully applied to the coverages it is essential that you elect to have no federal income tax withheld.

There are penalties for not paying enough federal tax during the year, either through withholding or quarterly estimated tax payments. Internal Revenue Service Publication 505, Tax Withholding and Estimated Tax, explains your estimated tax requirements and explains penalties in detail.

By signing below, I direct that no federal income tax be withheld from any monthly charges withdrawn from the policy values to pay for long term care benefits coverages. This election will remain in effect until revoked.

Signature of Owner

Date

Printed name of Proposed Insured

Proposed Insured date of birth

This form **MUST** be completed and received by the Company for a policy to be issued.

† Only Genworth Life Insurance Company of New York is licensed in New York.



Genworth®
Financial

Genworth Life & Annuity
Genworth Life
Genworth Life of New York
3100 Albert Lankford Drive
Lynchburg, VA 24501
Tel: 888 436.9678
genworth.com

Authorization to collect and disclose information

from Genworth Life and Annuity Insurance Company, Genworth Life Insurance Company and Genworth Life Insurance Company of New York†

Page 1 of 1

This authorization complies with the Privacy Act.

Proposed Insured/patient name *Printed* Birthdate *mm/dd/yyyy*

Terms

Information Facts about the Proposed Insured. It includes facts about these topics: mental and physical health, including facts about communicable diseases such as HIV infection, AIDS, tuberculosis, and sexually transmitted diseases; prescription drugs; other insurance coverage; hazardous activities; character; finances; vocation; and other personal traits. It does not include facts about sexual orientation.

Source Medical Physicians; chiropractors; physical therapists; psychologists; drug, alcohol, or mental health counselors; hospitals; clinics; drug or alcohol treatment or consultation facilities; nursing homes; mental health facilities; ambulatory care centers; facilities or offices staffed or run by care providers; medical prescription drug database; insurers; reinsurers; MIB; consumer reporting agencies; laboratories; financial sources; employers; the Social Security Administration; neighbors; friends; and relatives.

Insurer Genworth Life Insurance Company and Genworth Life and Annuity Insurance Company

Proposed Insured The Proposed Insured is the person whose life is proposed to be insured.

Authorization The Authorization is this Authorization to Collect and Disclose Information.

MIB MIB is the medical information bureau known as MIB, Inc.

Understanding

1. The following parties may need to collect Information in regard to proposed coverage: the Insurer and its reinsurers; MIB; consumer reporting agencies; and these parties' representatives.
2. In turn, such parties may generally disclose that collected Information to the following recipient parties; other insurers to which the Proposed Insured has applied or may apply; reinsurers; MIB; or persons who perform business, professional, or insurance tasks for them.
3. All parties may disclose Information as allowed or required by law. MIB and consumer reporting agencies may disclose Information only as set forth in an agreement with a member company or organization.
4. Certain laws may pertain to some kinds of Information and may further restrict disclosure of that Information.
5. Information disclosed pursuant to this Authorization may be re-disclosed at which time the Information no longer is protected by the federal rules governing privacy and confidentiality of health information.
6. The Insurer and its reinsurers will use information to evaluate the application.
7. Failing to sign, changing, or revoking this Authorization will impair processing of the application; as a result, the application may be denied.
8. This Authorization will be valid for thirty (30) months after the date signed. Rhode Island, Kansas and Vermont, this Authorization will be valid for twenty-four (24) months after the date signed. Minnesota, this Authorization will be valid for twenty-six (26) months after the date signed.
9. The Proposed Insured or person authorized to act on the proposed Insured's behalf; (a) may revoke this Authorization by sending written notice to the Insurer at 3100 Albert Lankford Drive, Lynchburg, VA 24501, Attention: Privacy Official, and (b) may ask to receive a copy of this Authorization.
10. A copy of this Authorization will be as valid as the original.



Authorization and Acknowledgement

By signing below, the Proposed Insured or the person authorized to act on the Proposed Insured's behalf: (1) authorizes each Source to give Information when this Authorization is presented; and (2) acknowledges receipt of the Notice to Proposed Insured and Owner.

Proposed Insured signature Date of signature *mm/dd/yyyy*

X

Owner signature Date of signature *mm/dd/yyyy*

X



Insurer Name and Address:

GENWORTH LIFE INSURANCE COMPANY OF NEW YORK

666 Third Avenue, 9th Floor, New York, NY 10017
Mail to: Service Center, P.O. Box 10717, Lynchburg, VA 24506-0717

**AUTHORIZATION AND INFORMED CONSENT FOR TESTING
WHICH MAY INCLUDE AIDS VIRUS (HIV) ANTIBODY/ANTIGEN TESTING**

To determine your insurability, the Insurer named above (the Insurer) has requested that you provide a sample of your blood and/or oral fluid (saliva) for testing and analysis. In order to adequately perform all testing procedures, it may be necessary for you to provide more than one sample of your blood and/or oral fluid (saliva).

The consent you give by signing this form authorizes the Insurer to withdraw blood from you and/or obtain a sample of your oral fluid (saliva), and order laboratory tests. This consent for testing only pertains to your present application for insurance.

Unless precluded by law, tests may be performed to determine the presence of antibodies or antigens to the Human Immunodeficiency Virus (HIV), also known as the AIDS virus. The HIV antibody test that we perform is actually a series of tests done by a medically accepted procedure. The HIV antigen test directly identifies AIDS viral particles. These tests are extremely reliable. Other tests which may be performed include determinations of blood cholesterol and related lipids (fats) and screening for liver or kidney disorders, diabetes, immune disorders, or other physical conditions.

All tests results will be treated confidentially. They will be reported by the laboratory to the Insurer. When necessary for business reasons in connection with insurance you have or have applied for with the Insurer, the Insurer may disclose test results to others involved solely in the underwriting process such as its affiliates, reinsurers, employees, or contractors. If the Insurer is a member of the Medical Information Bureau (MIB, Inc.), and if the test results for HIV antibodies/antigens are other than normal, the Insurer will report to the MIB, Inc., a generic code which signifies only a non-specific blood test abnormality. If your HIV test is normal, no report will be made about it to the MIB, Inc. Other test results may be reported to the MIB, Inc., in a more specific manner. The organizations described in this paragraph may maintain the test results in a file or data bank. There will be no other disclosure of test results or even that the tests have been done except as may be required or permitted by law or as authorized by you.

If your HIV test results are normal, no routine notification will be sent to you. If the HIV test results are other than normal, the Insurer will contact the individual designated by you. You may identify this individual in the space provided on this form. This individual may be you, a physician, or other designee, at your discretion. The Insurer may also contact you if there are other abnormal test results which, in the Insurer's opinion, are significant.

Positive HIV antibody/antigen test results do not mean that you have AIDS, but that you are at significantly increased risk of developing AIDS or AIDS-related conditions. If your test results are positive, you may wish to consider further independent testing. Federal authorities say that persons who are HIV antibody/antigen positive should be considered infected with the AIDS virus and capable of infecting others.

Positive HIV antibody or antigen test results or other significant blood abnormalities will adversely affect your application for insurance. This means that your application may be declined, that an increased premium may be charged, or that other policy changes may be necessary.



I have read and I understand this Notice of Consent For Testing Which May Include HIV Antibody/Antigen Testing.
 My consent for testing shall be valid for six (6) months from the date of the authorized signature below.
 I voluntarily consent to provide an oral fluid (saliva) sample and/or to the withdrawal of blood from me, the testing of that oral fluid (saliva) and/or blood, and the disclosure of the test results as described.

I understand that I have the right to request and receive a copy of this authorization. A photocopy of this form will be as valid as the original.

 Proposed Insured (Please Print) _____
 Date of Birth

Name and address of designated recipient of other than normal test results (Designee may be a physician, yourself, or other party at your discretion):

 Signature of Proposed Insured _____
 Date _____
 State of Residence
 or Other Authorized Person

For further information about AIDS, the meaning of HIV related test results, and the availability and location of HIV related counseling services, you may call the New York Department of Health's statewide toll free

AIDS HOTLINE telephone number:
 1-800-541-AIDS



Insurer Name and Address:

GENWORTH LIFE INSURANCE COMPANY OF NEW YORK

666 Third Avenue, 9th Floor, New York, NY 10017
Mail to: Service Center, P.O. Box 10717, Lynchburg, VA 24506-0717

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All tests results will be treated confidentially. They will be reported by the laboratory to the Insurer. When necessary for business reasons in connection with insurance you have or have applied for with the Insurer, the Insurer may disclose test results to others involved solely in the underwriting process such as its affiliates, reinsurers, employees, or contractors. If the Insurer is a member of the Medical Information Bureau (MIB, Inc.), and if the test results for HIV antibodies/antigens are other than normal, the Insurer will report to the MIB, Inc., a generic code which signifies only a non-specific blood test abnormality. If your HIV test is normal, no report will be made about it to the MIB, Inc. Other test results may be reported to the MIB, Inc., in a more specific manner. The organizations described in this paragraph may maintain the test results in a file or data bank. There will be no other disclosure of test results or even that the tests have been done except as may be required or permitted by law or as authorized by you.

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 I voluntarily consent to provide an oral fluid (saliva) sample and/or to the withdrawal of blood from me, the testing of that oral fluid (saliva) and/or blood, and the disclosure of the test results as described.

I understand that I have the right to request and receive a copy of this authorization. A photocopy of this form will be as valid as the original.

 Proposed Insured (Please Print) _____
 Date of Birth

Name and address of designated recipient of other than normal test results (Designee may be a physician, yourself, or other party at your discretion):

 Signature of Proposed Insured _____
 Date _____
 State of Residence
 or Other Authorized Person

For further information about AIDS, the meaning of HIV related test results, and the availability and location of HIV related counseling services, you may call the New York Department of Health's statewide toll free

AIDS HOTLINE telephone number:
 1-800-541-AIDS

TEMPORARY INSURANCE APPLICATION AND AGREEMENT (TIAA) FOR LIFE/LTC



Genworth Life Insurance Company of New York
Home Office: 666 Third Avenue, 9th Floor • New York, NY 10017

Notice to Proposed Insured and Owner. Payment of the Initial Premium may only be made at the same time the Application - Part I, Life/LTC Supplemental Application and TIAA are completed. If the Insurer does not respond within 90 days from the date of this TIAA, notify the Insurer at the above address. **Make the Initial Premium payable to the Insurer. Do not make it payable to the licensed insurance agent or leave the payee blank. Do not pay cash.**

Application for Temporary Life Insurance and Long Term Care Services Benefits (Answer all Questions.)

Insurer The Insurer listed above.

Temporary insurance cannot begin and no payment should be made if any of the questions 1-6 below is answered "Yes" or left blank.

- | | Yes | No |
|---|---|---|
| 1. Is the Proposed Insured less than 18 years old or more than 79 years old (age nearest birthday) on the Date of this TIAA? | <input type="radio"/> | <input type="radio"/> |
| 2. In the past 90 days, has the Proposed Insured been: a) confined in or advised by a Healthcare Professional to enter a hospital or other licensed health care facility; or b) advised by a Healthcare Professional to have an EKG, X-Ray, diagnostic test (other than AIDS related test), or surgery that has not yet been completed? | <input type="radio"/> | <input type="radio"/> |
| 3. In the past 5 years, has the Proposed Insured had, been treated for, or been advised by a Healthcare Professional to be treated for, heart disease, Hepatitis C, cancer, alcohol or drug abuse? | <input type="radio"/> | <input type="radio"/> |
| 4. Within the past 12 months, has the Proposed Insured used or been advised by a Healthcare Professional to use any of the following: a) assistance or supervision with moving in or out of a bed or chair, bathing, dressing, eating, toileting, bowel or bladder control or walking; or b) Home Health Care services, Adult Day Care services, or care in a Nursing Home, Assisted Living Facility, or any other Long Term Care Facility; or c) a walker, wheelchair, quad, cane, motorized scooter, hospital bed, oxygen or Kidney Dialysis? | <input type="radio"/> | <input type="radio"/> |
| 5. Has the Proposed Insured had, been treated for, or been diagnosed by a Healthcare Professional as having any of the following: | <input type="radio"/> | <input type="radio"/> |
| <ul style="list-style-type: none"> • ALS (Lou Gehrig's Disease) • Alzheimer's disease, Dementia, Senility • Frequent or persistent Forgetfulness or Memory Loss • Cystic Fibrosis • Cancer of the following within the past 4 years: Bone, Brain, Lung, Liver, Ovary, Pancreas, Stomach, or any Meta-static Cancer | <ul style="list-style-type: none"> • Multiple Sclerosis • Huntington's Chorea • Cirrhosis of the Liver • Muscular Dystrophy • Organ Transplant (other than Kidney or Cornea) • Diabetes under treatment with Insulin or with a history TIA, Heart Disease or Circulatory/Vascular Disease | <ul style="list-style-type: none"> • Schizophrenia or other forms of Psychosis • Parkinson's Disease • Stroke • Transient Ischemic Attack (TIA) within the past 5 years, or more than one TIA |
| 6. Has the Proposed Insured ever been treated or diagnosed by a Healthcare Professional as having Acquired Immune Deficiency Syndrome (AIDS)? | <input type="radio"/> | <input type="radio"/> |
| 7. Does the total amount of insurance on the Proposed Insured's life in force with the Insurer under all policies, conditional receipts or temporary insurance agreements exceed \$1,000,000? | <input type="radio"/> | <input type="radio"/> |

ORIGINAL Return with the application and the payment.

Temporary Insurance Agreement

Agreement. Subject to the terms of the policy and riders applied for and this TIAA, the Insurer agrees to pay: (1) the Death Benefit Limited Amount to the beneficiaries listed in the Application - Part I upon receipt of due proof that the Proposed Insured died while temporary insurance under this TIAA is in effect; and (2) up to the Long Term Care Limited Amount to the owner upon receipt of due proof that the Proposed Insured became a Chronically Ill Individual while this TIAA is in effect. The consideration for temporary insurance is the TIAA and payment of Initial Premium.

Death Benefit Limited Amount. The Death Benefit Limited Amount is the lesser of: (1) the Amount the Initial Premium would have purchased for the plan, benefits and options applied for; and (2) \$600,000.

Long Term Care Limited Amount. Subject to the plan, benefits and options applied for, the Long Term Care Limited Amount, to be paid from the Death Benefit Limited Amount, is the lesser of: (1) the covered long term care expenses incurred while this TIAA is in effect; and (2) \$10,000.

Start Date. Temporary insurance equal to the Death Benefit Limited Amount and Long Term Care Limited Amount will begin on the Start Date subject to the terms of this TIAA. The Start Date is the Date of this TIAA.

Stop Date - 90 Day Maximum. Temporary insurance automatically ends on the Stop Date and the entire amount remitted will be returned without interest to or for the benefit of the Owner. The Stop Date is the earliest of the following: (1) the date the Owner withdraws the application; (2) 60 days after the Start Date if the Insurer has **not** received a properly completed and signed Application Part II - Medical History and all medical examinations and tests required by the Insurer as set forth in its Initial Submission Guidelines provided the Insurer has mailed notice at least five calendar days prior to this date; (3) the date the Owner refuses to accept any policy issued or offered; (4) five calendar days after the Insurer mails notice that the Insurer has declined to issue insurance; and (5) 90 days after the Start Date. All notices required under this "Stop Date - 90 Day Maximum" section will be mailed to the Owner at the address shown in the Application - Part I and to the applicant, if other than the Owner.

Policy Date. The Policy Date of any policy issued will be the Start Date unless the policy is backdated at the owner's request. The Amount Remitted will be applied to the first modal premium for the policy. Upon policy delivery, the policy will replace this TIAA and coverage will continue under the policy without interruption.

Other Limitations. The Insurer's liability will be limited to a return of the Initial Premium if: (1) any part of the application or this TIAA contains a misrepresentation material to the Insurer's acceptance of the risk; or (2) the Proposed Insured dies by suicide.

I represent that I have read and received a copy of this TIAA and agree to all of its terms and conditions and I understand and agree that: (1) no temporary insurance will begin if any of the questions 1-6 in this TIAA is answered "Yes" or left blank; (2) the answers given above are true to the best of my knowledge and belief, and I understand that, if they are false, temporary insurance may be denied or declined; (3) completing this TIAA does not guarantee that the Insurer will issue a policy on the Proposed Insured; and (4) the licensed insurance agent is not authorized to change or waive the terms of this TIAA.

Signature of Proposed Insured

Date of this TIAA

Signature of Owner (if other than Proposed Insured)

Proposed Insured's Printed Name

Proposed Insured's
Date of Birth

Owner's Printed Name

Licensed Insurance Agent's Statement

Initial Premium

\$

Person Providing Initial Premium

On the Date of this TIAA, I received the Initial Premium in exchange for this TIAA. The TIAA bears the same date as the Application - Part I and the Life/LTC Supplemental Application. I agree that I am not authorized to change or waive the terms of this TIAA and represent that I have not attempted to do so. I have read and explained the terms of this TIAA to the Owner. I have left the Copy with the Owner.

Signature(s) of Licensed Insurance Agent(s)

Licensed Insurance Agent Number(s)

ORIGINAL Return with the application and the payment.

TEMPORARY INSURANCE APPLICATION AND AGREEMENT (TIAA) FOR LIFE/LTC

Genworth Life Insurance Company of New York
Home Office: 666 Third Avenue, 9th Floor • New York, NY 10017

Notice to Proposed Insured and Owner. Payment of the Initial Premium may only be made at the same time the Application - Part I, Life/LTC Supplemental Application and TIAA are completed. If the Insurer does not respond within 90 days from the date of this TIAA, notify the Insurer at the above address. **Make the Initial Premium payable to the Insurer. Do not make it payable to the licensed insurance agent or leave the payee blank. Do not pay cash.**

Application for Temporary Life Insurance and Long Term Care Services Benefits (Answer all Questions.)

Insurer The Insurer listed above.

Temporary insurance cannot begin and no payment should be made if any of the questions 1-6 below is answered "Yes" or left blank.

- | | Yes | No |
|---|---|---|
| 1. Is the Proposed Insured less than 18 years old or more than 79 years old (age nearest birthday) on the Date of this TIAA? | <input type="radio"/> | <input type="radio"/> |
| 2. In the past 90 days, has the Proposed Insured been: a) confined in or advised by a Healthcare Professional to enter a hospital or other licensed health care facility; or b) advised by a Healthcare Professional to have an EKG, X-Ray, diagnostic test (other than AIDS related test), or surgery that has not yet been completed? | <input type="radio"/> | <input type="radio"/> |
| 3. In the past 5 years, has the Proposed Insured had, been treated for, or been advised by a Healthcare Professional to be treated for, heart disease, Hepatitis C, cancer, alcohol or drug abuse? | <input type="radio"/> | <input type="radio"/> |
| 4. Within the past 12 months, has the Proposed Insured used or been advised by a Healthcare Professional to use any of the following: a) assistance or supervision with moving in or out of a bed or chair, bathing, dressing, eating, toileting, bowel or bladder control or walking; or b) Home Health Care services, Adult Day Care services, or care in a Nursing Home, Assisted Living Facility, or any other Long Term Care Facility; or c) a walker, wheelchair, quad, cane, motorized scooter, hospital bed, oxygen or Kidney Dialysis? | <input type="radio"/> | <input type="radio"/> |
| 5. Has the Proposed Insured had, been treated for, or been diagnosed by a Healthcare Professional as having any of the following: | <input type="radio"/> | <input type="radio"/> |
| <ul style="list-style-type: none"> • ALS (Lou Gehrig's Disease) • Alzheimer's disease, Dementia, Senility • Frequent or persistent Forgetfulness or Memory Loss • Cystic Fibrosis • Cancer of the following within the past 4 years: Bone, Brain, Lung, Liver, Ovary, Pancreas, Stomach, or any Metastatic Cancer | <ul style="list-style-type: none"> • Multiple Sclerosis • Huntington's Chorea • Cirrhosis of the Liver • Muscular Dystrophy • Organ Transplant (other than Kidney or Cornea) • Diabetes under treatment with Insulin or with a history TIA, Heart Disease or Circulatory/Vascular Disease | <ul style="list-style-type: none"> • Schizophrenia or other forms of Psychosis • Parkinson's Disease • Stroke • Transient Ischemic Attack (TIA) within the past 5 years, or more than one TIA |
| 6. Has the Proposed Insured ever been treated or diagnosed by a Healthcare Professional as having Acquired Immune Deficiency Syndrome (AIDS)? | <input type="radio"/> | <input type="radio"/> |
| 7. Does the total amount of insurance on the Proposed Insured's life in force with the Insurer under all policies, conditional receipts or temporary insurance agreements exceed \$1,000,000? | <input type="radio"/> | <input type="radio"/> |

COPY Give to the Owner only if payment is made at the time the Application – Part I is signed.

Temporary Insurance Agreement

Agreement. Subject to the terms of the policy and riders applied for and this TIAA, the Insurer agrees to pay: (1) the Death Benefit Limited Amount to the beneficiaries listed in the Application - Part I upon receipt of due proof that the Proposed Insured died while temporary insurance under this TIAA is in effect; and (2) up to the Long Term Care Limited Amount to the owner upon receipt of due proof that the Proposed Insured became a Chronically Ill Individual while this TIAA is in effect. The consideration for temporary insurance is the TIAA and payment of Initial Premium.

Death Benefit Limited Amount. The Death Benefit Limited Amount is the lesser of: (1) the Amount the Initial Premium would have purchased for the plan, benefits and options applied for; and (2) \$600,000.

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Start Date. Temporary insurance equal to the Death Benefit Limited Amount and Long Term Care Limited Amount will begin on the Start Date subject to the terms of this TIAA. The Start Date is the Date of this TIAA.

Stop Date - 90 Day Maximum. Temporary insurance automatically ends on the Stop Date and the entire amount remitted will be returned without interest to or for the benefit of the Owner. The Stop Date is the earliest of the following: (1) the date the Owner withdraws the application; (2) 60 days after the Start Date if the Insurer has **not** received a properly completed and signed Application Part II - Medical History and all medical examinations and tests required by the Insurer as set forth in its Initial Submission Guidelines provided the Insurer has mailed notice at least five calendar days prior to this date; (3) the date the Owner refuses to accept any policy issued or offered; (4) five calendar days after the Insurer mails notice that the Insurer has declined to issue insurance; and (5) 90 days after the Start Date. All notices required under this "Stop Date - 90 Day Maximum" section will be mailed to the Owner at the address shown in the Application - Part I and to the applicant, if other than the Owner.

Policy Date. The Policy Date of any policy issued will be the Start Date unless the policy is backdated at the owner's request. The Amount Remitted will be applied to the first modal premium for the policy. Upon policy delivery, the policy will replace this TIAA and coverage will continue under the policy without interruption.

Other Limitations. The Insurer's liability will be limited to a return of the Initial Premium if: (1) any part of the application or this TIAA contains a misrepresentation material to the Insurer's acceptance of the risk; or (2) the Proposed Insured dies by suicide.

I represent that I have read and received a copy of this TIAA and agree to all of its terms and conditions and I understand and agree that: (1) no temporary insurance will begin if any of the questions 1-6 in this TIAA is answered "Yes" or left blank; (2) the answers given above are true to the best of my knowledge and belief, and I understand that, if they are false, temporary insurance may be denied or declined; (3) completing this TIAA does not guarantee that the Insurer will issue a policy on the Proposed Insured; and (4) the licensed insurance agent is not authorized to change or waive the terms of this TIAA.

Signature of Proposed Insured	Date of this TIAA	Signature of Owner (if other than Proposed Insured)
Proposed Insured's Printed Name	Proposed Insured's Date of Birth	Owner's Printed Name

Licensed Insurance Agent's Statement

Initial Premium \$ Person Providing Initial Premium

On the Date of this TIAA, I received the Initial Premium in exchange for this TIAA. The TIAA bears the same date as the Application - Part I and the Life/LTC Supplemental Application. I agree that I am not authorized to change or waive the terms of this TIAA and represent that I have not attempted to do so. I have read and explained the terms of this TIAA to the Owner. I have left the Copy with the Owner.

Signature(s) of Licensed Insurance Agent(s)	Licensed Insurance Agent Number(s)
---	------------------------------------

COPY Give to the Owner only if payment is made at the time the Application – Part I is signed.



Genworth®
Financial

Genworth Life of New York
6620 West Broad Street
Richmond, VA 23230
genworth.com

Notice to applicant regarding replacement of individual accident and health and the purchase of multiple accident and health policies from Genworth Life Insurance Company of New York

Page 1 of 1

Original to Insurer

According to your application, you intend to lapse or otherwise terminate existing accident and health insurance and replace it with coverage to be issued by Genworth Life Insurance Company of New York. Your new coverage provides thirty (30) days within which you may decide, without cost, whether you desire to keep the coverage. For your own information and protection, you should be aware of and seriously consider certain factors which may affect the insurance protection available to you under the new coverage.

1. The new coverage has no exclusion for pre-existing conditions. This means that health conditions which you may presently have are fully and immediately covered under the new coverage.
2. You should be aware that the premium rate for the replacement policy may be higher than what you are paying for the existing policy that you plan to replace. If the premium for your existing policy is based on your age when it was issued, you have built up equity in that policy which may be lost if you terminate it.
3. You may wish to secure the advice of your present insurer or its agent regarding the proposed replacement of your present coverage. This is not only your right, but it is also in your best interest to make sure you understand all the relevant factors involved in replacing your present coverage.
4. If, after due consideration, you still wish to terminate your present coverage and replace it with new coverage, be certain to truthfully and completely answer all questions on the application concerning your medical/health history. Failure to include all material medical information on an application may provide a basis for the company to deny any future claims and to refund your premium as though your coverage had never been in force. After the application has been completed and before you sign it, reread it carefully to be certain that all information has been properly recorded.

Signature

Signature of insurance producer, agent, broker or other representative

Date

X

Typed name and address of insurance producer, agent, broker or other representative

The above "Notice to Applicant" was delivered to me on:

Signature of Applicant/Owner

Date

X

Printed name of Proposed Annuitant/Insured

Proposed Annuitant/Insured Date of Birth



NOTICE OF REPLACEMENT



To: _____
Replaced Carrier

Attention: Replacement Department

Address: _____

City _____ State _____ Zip _____

Fax Number: _____ (Reg. 60 company contacts available from LICONY website)¹

NOTICE TO INSURER: In accordance with New York State Insurance Department Regulation No. 60, you are hereby notified of the proposed replacement of your life insurance policy(ies) or annuity contract(s) listed below:

Type (Life or Annuity)	Name of Insured/Annuitant	SSN	Date of Birth	Contract/Policy Number ²

¹<http://www.licony.org>

²If the applicant does not recall the existing policy or contract number(s), list alternative identification such as social security number and date of birth.

Proposed Replacement Product Total Living Coverage

AUTHORIZATION AND REQUEST TO PROVIDE POLICY INFORMATION

You are hereby requested and authorized to furnish the information needed to complete the alternate LICONY New York State Disclosure Statement relating to the above Contract(s) or Policy(ies) directly to the following persons or organizations:

Agent/Broker _____ Firm _____
Address _____ Phone # _____
City _____ State _____ Zip _____ Fax # _____

Agent/Broker _____ Firm _____
Address _____ Phone # _____
City _____ State _____ Zip _____ Fax # _____

Genworth Life Insurance Company of New York

Mail form to designated product service center:

Annuity New Business, 6610 West Broad Street, Richmond, VA 23230. Fax: 804 281.3022

Fixed Life New Business, P.O. Box 10717, Lynchburg, VA 24506-0717

Variable Life New Business, 3100 Albert Lankford Drive, Lynchburg, VA 24501

This authorization is valid until revoked by the undersigned in writing.

Signature of Owner

Date

NOTICE OF REPLACEMENT



To: _____
Replaced Carrier

Attention: Replacement Department

Address: _____

City _____ State _____ Zip _____

Fax Number: _____ (Reg. 60 company contacts available from LICONY website)¹

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Address _____ Phone # _____
City _____ State _____ Zip _____ Fax # _____

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Variable Life New Business, 3100 Albert Lankford Drive, Lynchburg, VA 24501

This authorization is valid until revoked by the undersigned in writing.

Signature of Owner

Date



1035 Exchange Agreement

Genworth Life Insurance Company
 Genworth Life and Annuity Insurance Company
 Genworth Life Insurance Company of New York
 Only Genworth Life Insurance Company of New York is licensed in New York.

Page 1 of 5

All 5 pages must be returned.

This Agreement is between the Company selected below and the Owner. The laws of the state in which the new policy is delivered govern this Agreement.

Policy information

The selected Genworth Financial company is referred to as "The Company," "us," and "we" in this Agreement.

Please select the appropriate Genworth Financial Company.

- Genworth Life and Annuity Insurance Company
- Genworth Life Insurance Company
- Genworth Life Insurance Company of New York

Please provide the full name of the Insured and prospective Owner. Insured and/or Owner's names must be the same for all Original Contracts and for the new policy. If the Insured or Owner's name has changed since the Original Contract was issued, please attach an additional page with an explanation.

Insured's full name

.....

Insured's Social Security Number Date of birth

.....

Owner's name *if different from the Insured*

.....

Owner's Social Security Number/Tax ID Number

.....

Original Contracts and Insurers *list each contract the Owner wishes to exchange*

Estimated surrender value is the value net of loans.

Contract number Original insurer *Exchanged carrier* Lost contract?

..... Yes No

Estimated surrender value Estimated loan amount Transfer loan?

..... Yes No

Service location

.....

Service location refers to the city and state to which you send your premium payments

Contract number Original insurer *Exchanged carrier* Lost contract?

..... Yes No

Estimated surrender value Estimated loan amount Transfer loan?

..... Yes No

Service location

.....

Contract number Original insurer *Exchanged carrier* Lost contract?

..... Yes No

Estimated surrender value Estimated loan amount Transfer loan?

..... Yes No

Service location

.....

The Owner wishes to secure reporting of the exchange of each Original Contract as a tax-free exchange described in Section 1035 of the Internal Revenue Code (IRC Section 1035).

Conserve refers to when the Original Insurer tries to convince you to keep your Original Contract.

Statement by Owner – Do not conserve Original Contracts

Do not attempt to conserve any Original Contract.

By selecting this option and signing this Agreement, the Owner specifically directs each Original Insurance Company not to attempt to conserve any Original Contract.



1035 Exchange Agreement

Page 2 of 5

Terms and conditions of all exchanges *Please review this document and sign on page 5*

By executing this Agreement, you:

The Owner is referred to as “you” in this Agreement.

- Represent that no Original Contract is subject to a prior assignment, bankruptcy proceedings, federal or state tax levy or other legal action;
- Specifically request that we participate in this Agreement and related transactions, and agree and understand that we have made no representations and have no responsibility or liability concerning the tax treatment of any Original Contract under IRC Section 1035, the tax reporting of the exchange transaction by any Original Insurer or any other tax matter related to this Agreement and related transactions.
- Assign and transfer, without limitation, all right, title, and interest in each Original Contract to us in exchange for a new policy. This assignment specifically includes and does not limit, the right to surrender and receive the surrender value for each Original Contract.

At the same time this Agreement is executed, you:

- Apply to us for a new life insurance policy with the same Insured as the Insured on each Original Contract;
- Designate us as the beneficiary of each Original Contract; and
- Agree to deliver to us each Original Contract not designated “Lost” in the Original Contracts and insurers section on page 1.
 - If an Original Contract is designated “Lost” in the Original Contracts and insurers section above, you certify that you are the sole Owner of the contract, have searched diligently for it, believe that it is lost beyond recovery, and agree to protect us from any claims that may arise from the contract and to forward it to us for cancellation if it is found.
- Agree to remain responsible for any premiums due under each Original Contract from the date of this Agreement until the date each Original Contract is surrendered.

We will not surrender any Original Contract and no insurance will be in effect with us if:

- We decline to issue a new policy (we will assign each Original Contract back to you).
- We are notified that the Insured has died.
- We do not receive the Surrender Requirements defined in this Agreement.

You understand and agree that:

Please refer to the **Coverage Start Date** section on page 3 for non-linked benefit products, and the **Start date of new policy** section on page 4 for linked benefit products.

- Once we mail or fax a surrender request to each Original Insurer, each Original Contract will no longer provide life insurance in the event of the Insured’s death and that if you return the new policy to us under the “free look” provision, we will pay you only the surrender value received from each Original Contract and that such return may have income-tax consequences for you.
- Interest does not accrue on surrender values from the date the Original Contract is surrendered to the date we credit the values to the new policy.
- When we return any surrender values to you or pay them to a beneficiary, we will report the return or payment to the Internal Revenue Service on Form 1099-R, as required by law. We will only return surrender values as stated in this Agreement.
- If after mailing or faxing a surrender request to the Original Insurer, we are notified that the surrender is ineffective because the death benefit of the Original Contract is payable or has been paid, no insurance will be in effect with us, except:
 - as may become effective because of surrender values received from other Original Contracts;
 - as stated in any Temporary Insurance Application and Agreement (TIAA) issued in connection with the application for the new policy.
- We have made no representations and have no responsibility or liability concerning:
 - tax treatment of any Original Contract under IRC Section 1035;
 - tax reporting of the exchange by any Original Insurer;
 - any other tax matter associated with this Agreement and related transactions.
- We are not responsible for the accuracy of the Original Contract’s cost basis provided to us by the Original Insurer or for any inaccurate tax reporting caused by receipt of incorrect cost basis.

Terms and conditions for exchange to a policy without linked-benefits

Except as stated in a TIAA issued in connection with the application for the new policy, if the total amount of the surrender value of all Original Contracts, reduced by the amount of any loans transferred, is not enough to keep the amount of insurance applied for in effect for the first policy month, coverage will not begin even if we have already mailed or faxed the surrender request to each Original Insurer.

In this situation, we will immediately mail notice to you. You will have 30 days from the date the notice was mailed to pay premium or make a loan repayment to us to make up the insufficiency. If we do not receive the additional funds by the end of the 30-day period, we will return any surrender value received to you, and we will have no further liability.

Surrender Requirements

We will mail or fax a surrender request for each Original Contract to each Original Insurer once all these conditions have been met:

- we approve your application for a new policy.
- we receive all requirements necessary to issue the new policy.
- we receive an illustration signed by you for the new policy at the approved premium class. A signed illustration is not needed if:
 - we approved your application at the standard no nicotine use premium class or better premium class (if the proposed Insured does not use nicotine); or
 - we approved your application at the premium class you had requested in writing or better premium class.
 - we receive authorization to mail or fax the surrender request if our approval is at a premium class not requiring the above signed illustration.
- The information in the application and the proposed Insured's insurability, as determined by us, have not changed since the date of the application.

Coverage prior to delivery of the new policy

Please note the Coverage Start Date information, and contact your agent if you have any questions.

- **Coverage Start Date:** If a TIAA is issued, the Coverage Start Date is the date specified in the TIAA, and coverage is subject to the terms of the TIAA.
If a TIAA was not issued, coverage subject to the terms of the new policy starts when we mail or fax a surrender request to each Original Insurer provided that all Surrender Requirements are satisfied and surrender values reduced by the amount of indebtedness being transferred and sufficient to keep the insurance applied for in effect for the first policy month.
- **Coverage End Date:** If coverage starts prior to policy delivery it will end on the earliest of the following dates:
 - the date you refuse delivery of the new policy;
 - the last day of the delivery period, if all delivery requirements for the new policy are not satisfied by the end of the delivery period; or
 - if a TIAA was issued, the End Date specified in the TIAA.
- **Coverage Amount:** If a TIAA is issued, we will start coverage for the limited amount of insurance stated in the TIAA. If a TIAA is not issued, we will provide the amount of insurance applied for in the new policy.

Policy Date of the new policy

- **Policy Date of the new policy:** If a TIAA is issued, the Policy Date of the new policy will be the date specified in the TIAA. If a TIAA is not issued and the conditions specified in the Coverage Start Date section above are met, the Policy Date of the new policy will be the "Coverage Start Date."
- **Coverage Amount of new policy:** You may, based on the amount of surrender value received, request that the amount of insurance of the new policy be greater than the amount of insurance applied for. If we approve such a request, the Insured will be covered only for the original amount applied for from the Coverage Start Date to the date we approved the higher amount of insurance. However, the cost for the new policy will be determined as if the Insured had been covered for the new higher amount from the Coverage Start Date.

Terms and conditions for exchange to the linked-benefit policy combining life insurance and long-term care insurance under the initial-premium plan

In this linked-benefit policy, the surrender values of all of the Original Contracts become the Initial Premium of the linked-benefit policy, which in turn, determines the amount of insurance that can be issued. Therefore, we cannot issue a new linked-benefit policy and no coverage will take effect until we receive the surrender value from each Original Contract.

Surrender Requirements

- We will mail or fax a surrender request for each Original Contract to each Original Insurer once all these conditions have been met:
 - We approve your application for the linked-benefit policy.
 - We receive all underwriting requirements necessary to issue the new policy.
 - We receive an illustration signed by you for the new policy at the approved premium class and rider rate classification.
- A new illustration is not needed if both the premium classification for the life insurance portion and the rider rate classification of the long-term care portion are the same as applied for. If either or both are different from those applied for we must receive an illustration signed by you showing the approved classes before we will mail or fax the surrender request.

If the Insured dies before the linked-benefit policy is issued

- If the Insured dies after we request the surrender values but before we receive all surrender values, we will contact each Original Insurer to collect any death proceeds. We will pay those proceeds according to the beneficiary designations in effect under each Original Contract immediately prior to the Date of this Agreement.
- If an Original Insurer pays surrender values instead of death proceeds, we will apply the surrender values as an initial premium and provide the amount of life insurance benefit that could have been issued, had the Insured not died based on this initial premium. The amount of insurance will not exceed the maximum life insurance benefit as defined in the "Coverage Amount" section below. No long-term care insurance benefit will be provided.

The new linked-benefit policy

- **Coverage Amount:** The maximum life insurance benefit we will provide under any circumstance is the lesser of the following:
 - the amount calculated based on the life insurance and long-term care insurance benefits applied for and the premium class and rider risk classification approved by us; and
 - \$999,999.If the surrender values we receive would purchase a life insurance benefit greater than \$999,999, we will issue the policy at the maximum amount and refund any excess surrender values to you. After that, we have no further liability regarding the values returned.
- **Start date of new policy:** Coverage under the new policy will begin on its Date of Issue.
- **When there is no coverage:** We will not issue a new policy if:
 - we do not receive all expected surrender values within 180 days of the date we start the surrender process; or
 - the total surrender values received purchase a life insurance benefit less than \$25,000.In either situation, we will return all surrender values received to you.

Additional terms and conditions if a policy exchange includes loan transfers

In a policy exchange, we will transfer a loan from an Original Contract to help you obtain favorable tax reporting from the Original Insurer. In this situation, we will issue a new life insurance policy subject to an indebtedness equal to the sum of the loan amounts transferred from each Original Contract. The Original Contract(s) will be the sole security for the loan.

You understand and acknowledge that:

Not all products can include a loan transfer. Please discuss this option with your licensed insurance agent to see whether this feature is available.

- This Agreement authorizes us to make any adjustments necessary to the policy's amount of insurance in order to assume the indebtedness (We reserve the right to require additional evidence of insurability if an adjustment results in an increase in the amount of insurance of the new policy).
- We may determine the plan of insurance for which we will issue a new policy subject to a loan.
- Your answering "Yes" to the Loan Transfer question and signing this Agreement does not require us to issue a new life insurance policy with a loan even though this Agreement states "Accepted by the selected Genworth Financial Company;"
- As of the Policy Date of the new policy, the new policy will have a loan equal to the sum of the loan amount transferred from each Original Contract.
- The benefits and values of the new policy will be reduced by the total loan transferred.

Required signatures

By signing, you are confirming that you have received, read and understand all five pages of this agreement.

Signature of Owner(s)	Date
X

Signature of Owner(s)	Date
X

Signature of irrevocable beneficiary (if applicable)	Name of irrevocable beneficiary
X

Signature of witness	
X	

Signature of spouse <i>if Owner is a resident of a community property state</i>
X

Printed Name of the Insured
.....

Accepted by the selected Genworth Financial Company

Mailing instructions

Send all pages of the completed form with all Original Contracts to:

Genworth Life & Annuity
Attn: New Business
P.O. Box 461
Lynchburg, VA 24505-0461

Genworth Life of New York
Attn: New Business
P.O. Box 10717
Lynchburg, VA 24506-0717

Genworth Life
Attn: New Business
P.O. Box 461
Lynchburg, VA 24506-0461

For Express Mail only
Genworth Financial
Attn: New Business
3100 Albert Lankford Drive
Lynchburg, VA 24501



1035 Exchange Agreement

Genworth Life Insurance Company
 Genworth Life and Annuity Insurance Company
 Genworth Life Insurance Company of New York
 Only Genworth Life Insurance Company of New York is licensed in New York.

Page 1 of 5

All 5 pages must be returned.

This Agreement is between the Company selected below and the Owner. The laws of the state in which the new policy is delivered govern this Agreement.

Policy information

The selected Genworth Financial company is referred to as "The Company," "us," and "we" in this Agreement.

Please select the appropriate Genworth Financial Company.

- Genworth Life and Annuity Insurance Company
- Genworth Life Insurance Company
- Genworth Life Insurance Company of New York

Please provide the full name of the Insured and prospective Owner. Insured and/or Owner's names must be the same for all Original Contracts and for the new policy. If the Insured or Owner's name has changed since the Original Contract was issued, please attach an additional page with an explanation.

Insured's full name

.....

Insured's Social Security Number Date of birth

.....

Owner's name *if different from the Insured*

.....

Owner's Social Security Number/Tax ID Number

.....

Original Contracts and Insurers *list each contract the Owner wishes to exchange*

Estimated surrender value is the value net of loans.

Contract number Original insurer *Exchanged carrier* Lost contract?

..... Yes No

Estimated surrender value Estimated loan amount Transfer loan?

..... Yes No

Service location

.....

Service location refers to the city and state to which you send your premium payments

Contract number Original insurer *Exchanged carrier* Lost contract?

..... Yes No

Estimated surrender value Estimated loan amount Transfer loan?

..... Yes No

Service location

.....

Contract number Original insurer *Exchanged carrier* Lost contract?

..... Yes No

Estimated surrender value Estimated loan amount Transfer loan?

..... Yes No

Service location

.....

The Owner wishes to secure reporting of the exchange of each Original Contract as a tax-free exchange described in Section 1035 of the Internal Revenue Code (IRC Section 1035).

Conserve refers to when the Original Insurer tries to convince you to keep your Original Contract.

Statement by Owner – Do not conserve Original Contracts

Do not attempt to conserve any Original Contract.

By selecting this option and signing this Agreement, the Owner specifically directs each Original Insurance Company not to attempt to conserve any Original Contract.



1035 Exchange Agreement

Page 2 of 5

Terms and conditions of all exchanges *Please review this document and sign on page 5*

By executing this Agreement, you:

The Owner is referred to as “you” in this Agreement.

- Represent that no Original Contract is subject to a prior assignment, bankruptcy proceedings, federal or state tax levy or other legal action;
- Specifically request that we participate in this Agreement and related transactions, and agree and understand that we have made no representations and have no responsibility or liability concerning the tax treatment of any Original Contract under IRC Section 1035, the tax reporting of the exchange transaction by any Original Insurer or any other tax matter related to this Agreement and related transactions.
- Assign and transfer, without limitation, all right, title, and interest in each Original Contract to us in exchange for a new policy. This assignment specifically includes and does not limit, the right to surrender and receive the surrender value for each Original Contract.

At the same time this Agreement is executed, you:

- Apply to us for a new life insurance policy with the same Insured as the Insured on each Original Contract;
- Designate us as the beneficiary of each Original Contract; and
- Agree to deliver to us each Original Contract not designated “Lost” in the Original Contracts and insurers section on page 1.
 - If an Original Contract is designated “Lost” in the Original Contracts and insurers section above, you certify that you are the sole Owner of the contract, have searched diligently for it, believe that it is lost beyond recovery, and agree to protect us from any claims that may arise from the contract and to forward it to us for cancellation if it is found.
- Agree to remain responsible for any premiums due under each Original Contract from the date of this Agreement until the date each Original Contract is surrendered.

We will not surrender any Original Contract and no insurance will be in effect with us if:

- We decline to issue a new policy (we will assign each Original Contract back to you).
- We are notified that the Insured has died.
- We do not receive the Surrender Requirements defined in this Agreement.

You understand and agree that:

Please refer to the **Coverage Start Date** section on page 3 for non-linked benefit products, and the **Start date of new policy** section on page 4 for linked benefit products.

- Once we mail or fax a surrender request to each Original Insurer, each Original Contract will no longer provide life insurance in the event of the Insured’s death and that if you return the new policy to us under the “free look” provision, we will pay you only the surrender value received from each Original Contract and that such return may have income-tax consequences for you.
- Interest does not accrue on surrender values from the date the Original Contract is surrendered to the date we credit the values to the new policy.
- When we return any surrender values to you or pay them to a beneficiary, we will report the return or payment to the Internal Revenue Service on Form 1099-R, as required by law. We will only return surrender values as stated in this Agreement.
- If after mailing or faxing a surrender request to the Original Insurer, we are notified that the surrender is ineffective because the death benefit of the Original Contract is payable or has been paid, no insurance will be in effect with us, except:
 - as may become effective because of surrender values received from other Original Contracts;
 - as stated in any Temporary Insurance Application and Agreement (TIAA) issued in connection with the application for the new policy.
- We have made no representations and have no responsibility or liability concerning:
 - tax treatment of any Original Contract under IRC Section 1035;
 - tax reporting of the exchange by any Original Insurer;
 - any other tax matter associated with this Agreement and related transactions.
- We are not responsible for the accuracy of the Original Contract’s cost basis provided to us by the Original Insurer or for any inaccurate tax reporting caused by receipt of incorrect cost basis.

Terms and conditions for exchange to a policy without linked-benefits

Except as stated in a TIAA issued in connection with the application for the new policy, if the total amount of the surrender value of all Original Contracts, reduced by the amount of any loans transferred, is not enough to keep the amount of insurance applied for in effect for the first policy month, coverage will not begin even if we have already mailed or faxed the surrender request to each Original Insurer.

In this situation, we will immediately mail notice to you. You will have 30 days from the date the notice was mailed to pay premium or make a loan repayment to us to make up the insufficiency. If we do not receive the additional funds by the end of the 30-day period, we will return any surrender value received to you, and we will have no further liability.

Surrender Requirements

We will mail or fax a surrender request for each Original Contract to each Original Insurer once all these conditions have been met:

- we approve your application for a new policy.
- we receive all requirements necessary to issue the new policy.
- we receive an illustration signed by you for the new policy at the approved premium class. A signed illustration is not needed if:
 - we approved your application at the standard no nicotine use premium class or better premium class (if the proposed Insured does not use nicotine); or
 - we approved your application at the premium class you had requested in writing or better premium class.
 - we receive authorization to mail or fax the surrender request if our approval is at a premium class not requiring the above signed illustration.
- The information in the application and the proposed Insured's insurability, as determined by us, have not changed since the date of the application.

Coverage prior to delivery of the new policy

Please note the Coverage Start Date information, and contact your agent if you have any questions.

- **Coverage Start Date:** If a TIAA is issued, the Coverage Start Date is the date specified in the TIAA, and coverage is subject to the terms of the TIAA.
If a TIAA was not issued, coverage subject to the terms of the new policy starts when we mail or fax a surrender request to each Original Insurer provided that all Surrender Requirements are satisfied and surrender values reduced by the amount of indebtedness being transferred and sufficient to keep the insurance applied for in effect for the first policy month.
- **Coverage End Date:** If coverage starts prior to policy delivery it will end on the earliest of the following dates:
 - the date you refuse delivery of the new policy;
 - the last day of the delivery period, if all delivery requirements for the new policy are not satisfied by the end of the delivery period; or
 - if a TIAA was issued, the End Date specified in the TIAA.
- **Coverage Amount:** If a TIAA is issued, we will start coverage for the limited amount of insurance stated in the TIAA. If a TIAA is not issued, we will provide the amount of insurance applied for in the new policy.

Policy Date of the new policy

- **Policy Date of the new policy:** If a TIAA is issued, the Policy Date of the new policy will be the date specified in the TIAA. If a TIAA is not issued and the conditions specified in the Coverage Start Date section above are met, the Policy Date of the new policy will be the "Coverage Start Date."
- **Coverage Amount of new policy:** You may, based on the amount of surrender value received, request that the amount of insurance of the new policy be greater than the amount of insurance applied for. If we approve such a request, the Insured will be covered only for the original amount applied for from the Coverage Start Date to the date we approved the higher amount of insurance. However, the cost for the new policy will be determined as if the Insured had been covered for the new higher amount from the Coverage Start Date.

Terms and conditions for exchange to the linked-benefit policy combining life insurance and long-term care insurance under the initial-premium plan

In this linked-benefit policy, the surrender values of all of the Original Contracts become the Initial Premium of the linked-benefit policy, which in turn, determines the amount of insurance that can be issued. Therefore, we cannot issue a new linked-benefit policy and no coverage will take effect until we receive the surrender value from each Original Contract.

Surrender Requirements

- We will mail or fax a surrender request for each Original Contract to each Original Insurer once all these conditions have been met:
 - We approve your application for the linked-benefit policy.
 - We receive all underwriting requirements necessary to issue the new policy.
 - We receive an illustration signed by you for the new policy at the approved premium class and rider rate classification.
- A new illustration is not needed if both the premium classification for the life insurance portion and the rider rate classification of the long-term care portion are the same as applied for. If either or both are different from those applied for we must receive an illustration signed by you showing the approved classes before we will mail or fax the surrender request.

If the Insured dies before the linked-benefit policy is issued

- If the Insured dies after we request the surrender values but before we receive all surrender values, we will contact each Original Insurer to collect any death proceeds. We will pay those proceeds according to the beneficiary designations in effect under each Original Contract immediately prior to the Date of this Agreement.
- If an Original Insurer pays surrender values instead of death proceeds, we will apply the surrender values as an initial premium and provide the amount of life insurance benefit that could have been issued, had the Insured not died based on this initial premium. The amount of insurance will not exceed the maximum life insurance benefit as defined in the "Coverage Amount" section below. No long-term care insurance benefit will be provided.

The new linked-benefit policy

- **Coverage Amount:** The maximum life insurance benefit we will provide under any circumstance is the lesser of the following:
 - the amount calculated based on the life insurance and long-term care insurance benefits applied for and the premium class and rider risk classification approved by us; and
 - \$999,999.If the surrender values we receive would purchase a life insurance benefit greater than \$999,999, we will issue the policy at the maximum amount and refund any excess surrender values to you. After that, we have no further liability regarding the values returned.
- **Start date of new policy:** Coverage under the new policy will begin on its Date of Issue.
- **When there is no coverage:** We will not issue a new policy if:
 - we do not receive all expected surrender values within 180 days of the date we start the surrender process; or
 - the total surrender values received purchase a life insurance benefit less than \$25,000.In either situation, we will return all surrender values received to you.

Additional terms and conditions if a policy exchange includes loan transfers

In a policy exchange, we will transfer a loan from an Original Contract to help you obtain favorable tax reporting from the Original Insurer. In this situation, we will issue a new life insurance policy subject to an indebtedness equal to the sum of the loan amounts transferred from each Original Contract. The Original Contract(s) will be the sole security for the loan.

You understand and acknowledge that:

Not all products can include a loan transfer. Please discuss this option with your licensed insurance agent to see whether this feature is available.

- This Agreement authorizes us to make any adjustments necessary to the policy's amount of insurance in order to assume the indebtedness (We reserve the right to require additional evidence of insurability if an adjustment results in an increase in the amount of insurance of the new policy).
- We may determine the plan of insurance for which we will issue a new policy subject to a loan.
- Your answering "Yes" to the Loan Transfer question and signing this Agreement does not require us to issue a new life insurance policy with a loan even though this Agreement states "Accepted by the selected Genworth Financial Company;"
- As of the Policy Date of the new policy, the new policy will have a loan equal to the sum of the loan amount transferred from each Original Contract.
- The benefits and values of the new policy will be reduced by the total loan transferred.

Required signatures

By signing, you are confirming that you have received, read and understand all five pages of this agreement.

Signature of Owner(s)	Date
X

Signature of Owner(s)	Date
X

Signature of irrevocable beneficiary (if applicable)	Name of irrevocable beneficiary
X

Signature of witness	
X	

Signature of spouse <i>if Owner is a resident of a community property state</i>
X

Printed Name of the Insured
.....

Accepted by the selected Genworth Financial Company

Mailing instructions

Send all pages of the completed form with all Original Contracts to:

Genworth Life & Annuity
Attn: New Business
P.O. Box 461
Lynchburg, VA 24505-0461

Genworth Life of New York
Attn: New Business
P.O. Box 10717
Lynchburg, VA 24506-0717

Genworth Life
Attn: New Business
P.O. Box 461
Lynchburg, VA 24506-0461

For Express Mail only
Genworth Financial
Attn: New Business
3100 Albert Lankford Drive
Lynchburg, VA 24501

APPLICATION - OVERFLOW FORM

Genworth Life Insurance Company of New York
Home Office: 666 Third Avenue, 9th Floor • New York, NY 10017

Proposed Insured

a. Full Name (First) (Middle) (Last) b. Date of Birth (Mo./Day/Yr.) c. Social Security Number

REMARKS (Provide explanations and requested information. Identify applicable item number and letter.)

Question #	Condition	
Date (Mo. Day Yr.)	Duration of Condition (Mo. Day Yr. to Mo. Day Yr.) to	
Details/Diagnosis		
Medications		
Treatments		
Tests	Results	
Additional Details		
Care Provider/Treatment Facility Information Name and Address (Number, Street, City, State and Zip Code)		

Question #	Condition	
Date (Mo. Day Yr.)	Duration of Condition (Mo. Day Yr. to Mo. Day Yr.) to	
Details/Diagnosis		
Medications		
Treatments		
Tests	Results	
Additional Details		
Care Provider/Treatment Facility Information Name and Address (Number, Street, City, State and Zip Code)		

Question #	Condition	
Date (Mo. Day Yr.)	Duration of Condition (Mo. Day Yr. to Mo. Day Yr.) to	
Details/Diagnosis		
Medications		
Treatments		
Tests	Results	
Additional Details		
Care Provider/Treatment Facility Information Name and Address (Number, Street, City, State and Zip Code)		

Question #	Condition	
Date (Mo. Day Yr.)	Duration of Condition (Mo. Day Yr. to Mo. Day Yr.) to	
Details/Diagnosis		
Medications		
Treatments		
Tests	Results	
Additional Details		
Care Provider/Treatment Facility Information Name and Address (Number, Street, City, State and Zip Code)		

I represent that the statements and answers given in the application are true, complete, and correctly recorded to the best of my knowledge and belief. I agree that: (1) I will notify the Insurer if any statement or answer given in the application changes prior to policy delivery; and (2) **except as provided in the Temporary Insurance Application and Agreement, if any, insurance will not begin unless all persons proposed for insurance are living and insurable as set forth in the application at the time a policy is delivered to the Owner and the first premium is paid.**

Overflow Page _____ of _____

Signature of Proposed Insured
GNW-App Overflow FM Supp NY

Date Signed

Signature of Licensed Insurance Agent or Examiner

APPLICATION - OVERFLOW FORM

Genworth Life Insurance Company of New York
Home Office: 666 Third Avenue, 9th Floor • New York, NY 10017

Proposed Insured

a. Full Name (First)	(Middle)	(Last)	b. Date of Birth (Mo./Day/Yr.)	c. Social Security Number
----------------------	----------	--------	--------------------------------	---------------------------

REMARKS (Provide explanations and requested information. Identify applicable item number and letter.)

I represent that the statements and answers given in the application are true, complete and correctly recorded to the best of my knowledge and belief. I agree that: (1) I will notify the Insurer if any statement or answer given in the application changes prior to policy delivery; and (2) **except as provided in the Temporary Insurance Application and Agreement, if any, insurance will not begin unless all persons proposed for insurance are living and insurable as set forth in the application at the time a policy is delivered to the Owner and the first premium is paid.**

Signature of Proposed Insured

Date signed

Signature of Owner (if other than Proposed Insured)

Signature of Licensed Insurance Agent or Examiner

Life Insurance Buyer's Guide

This guide can help you when you shop for life insurance.

It discusses how to:

- **Find a Policy That Meets Your Needs and Fits Your Budget**
- **Decide How Much Insurance You Need**
- **Make Informed Decisions When You Buy a Policy**

Prepared by the
National Association of Insurance Commissioners

The National Association of Insurance Commissioners is an association of state insurance regulatory officials. This association helps the various insurance departments to coordinate insurance laws for the benefit of all consumers.

This Guide Does Not Endorse Any Company Or Policy

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Genworth Life Insurance Company of New York

January, 2007

Important Things To Consider

1. Review your own insurance needs and circumstances. Choose the kind of policy that has benefits that most closely fit your needs. Ask your agent or company to help you.
2. Be sure that you can handle premium payments. Can you afford the initial premium? If the premium increases later and you still need insurance, can you still afford it?
3. Don't sign an insurance application until you review it carefully to be sure all the answers are complete and accurate.
4. Don't buy life insurance unless you intend to stick with your plan. It may be very costly if you quit during the early years of the policy.
5. Don't drop one policy and buy another without a thorough study of the new policy and the one you have now. Replacing your insurance may be costly.
6. Read your policy carefully. Ask your agent or company about anything that is not clear to you.
7. Review your life insurance program with your agent or company every few years to keep up with changes in your income and your needs.

Buying Life Insurance

When you buy life insurance, you want coverage that fits your needs.

First, decide how much you need - and for how long - and what you can afford to pay. Keep in mind the major reason you buy life insurance is to cover the financial effects of unexpected or untimely death. Life insurance can also be one of many ways you plan for the future.

Next, learn what kinds of policies will meet your needs and pick the one that best suits you.

Then, choose the combination of policy premium and benefits that emphasizes protection in case of early death, or benefits in case of long life, or a combination of both.

It makes good sense to ask a life insurance agent or company to help you. An agent can help you review your insurance needs and give you information about the available policies. If one kind of policy doesn't seem to fit your needs, ask about others.

This guide provides only basic information. You can get more facts from a life insurance agent or company or from your public library.

What About the Policy You Have Now?

If you are thinking about dropping a life insurance policy, here are some things you should consider:

- If you decide to replace your policy, don't cancel your old policy until you have received the new one. You then have a minimum period to review your new policy and decide if it is what you wanted.

- It may be costly to replace a policy. Much of what you paid in the early years of the policy you have now, paid for the company's cost of selling and issuing the policy. You may pay this type of cost again if you buy a new policy.
- Ask your tax advisor if dropping your policy could affect your income taxes.
- If you are older or your health has changed, premiums for the new policy will often be higher. You will not be able to buy a new policy if you are not insurable.
- You may have valuable rights and benefits in the policy you now have that are not in the new one.
- If the policy you have now no longer meets your needs, you may not have to replace it. You might be able to change your policy or add to it to get the coverage or benefits you now want.
- At least in the beginning, a policy may pay no benefits for some causes of death covered in the policy you have now.

In all cases, if you are thinking of buying a new policy, check with the agent or company that issued you the one you have now. When you bought your old policy, you may have seen an illustration of the benefits of your policy. Before replacing your policy, ask your agent or company for an updated illustration. Check to see how much the policy has performed and what you might expect in the future, based on the amounts the company is paying now.

How Much Do You Need?

Here are some questions to ask yourself:

- How much of the family income do I provide? If I were to die early, how would my survivors, especially my children, get by? Does anyone else depend on me financially, such as a parent, grandparent, brother or sister?
- Do I have children for whom I'd like to set aside money to finish their education in the event of my death?
- How will my family pay final expenses and repay debts after my death?
- Do I have family members or organizations to whom I would like to leave money?
- Will there be estate taxes to pay after my death?
- How will inflation affect future needs?

As you figure out what you have to meet these needs, count the life insurance you have now, including any group insurance where you work or veteran's insurance. Don't forget Social Security and pension plan survivor's benefits. Add other assets you have: savings, investments, real estate and personal property. Which assets would your family sell or cash in to pay expenses after your death?

What Is the Right Kind of Life Insurance?

All policies are not the same. Some give coverage for your lifetime and others cover you for a specific number of years. Some build up cash values and others do not. Some policies combine different kinds of insurance, and others let you change from one kind of insurance to another. Some policies may offer other benefits while you are still living. Your choice should be based on your needs and what you can afford.

There are two basic types of life insurance: **term insurance** and **cash value insurance**. Term insurance generally has lower premiums in the early years, but does not build up cash values that you can use in the future. You may combine cash value life insurance with term insurance for the period of your greatest need for life insurance to replace income.

Term Insurance covers you for a term of one or more years. It pays a death benefit only if you die in that term. Term insurance generally offers the largest insurance protection for your premium dollar. It generally does not build up cash value.

You can renew most term insurance policies for one or more terms even if your health has changed. Each time you renew the policy for a new term, premiums may be higher. Ask what the premiums will be if you continue to renew the policy. Also ask if you will lose the right to renew the policy at some age. For a higher premium, some companies will give you the right to keep the policy in force for a guaranteed period at the same price each year. At the end of that time you may need to pass a physical examination to continue coverage, and premiums may increase.

You may be able to trade many term insurance policies for a cash value policy during a conversion period – even if you are not in good health. Premiums for the new policy will be higher than you have been paying for the term insurance.

Cash Value Life Insurance is a type of insurance where the premiums charged are higher at the beginning than they would be for the same amount of term insurance. The part of the premium that is not used for the cost of insurance is invested by the company and builds up a cash value that may be used in a variety of ways. You may borrow against a policy's cash value by taking a policy loan. If you don't pay back the loan and the interest on it, the amount you owe will be subtracted from the benefits when you die, or from the cash value if you stop paying premiums and take out the remaining cash value. You can also use your cash value to keep insurance protection for a limited time or to buy a reduced amount without having to pay more premiums. You also can use the cash value to increase your income in retirement or to help pay for needs such as a child's tuition without canceling the policy. However, to build up this cash value, you must pay higher premiums in the earlier years of the policy. Cash value life insurance may be one of several types; whole life, universal life and variable life are all types of cash value insurance.

Whole Life Insurance covers you for as long as you live if your premiums are paid. You generally pay the same amount in premiums for as long as you live. When you first take out the policy, premiums can be several times higher than you would pay initially for the same amount of term insurance. But they are smaller than the premiums you would eventually pay if you were to keep renewing a term policy until your later years.

Some whole life policies let you pay premiums for a shorter period such as 20 years, or until age 65. Premiums for these policies are higher since the premium payments are made during a shorter period.

Universal Life Insurance is a kind of flexible policy that lets you vary your premium payments. You can also adjust the face amount of your coverage. Increases may require proof that you qualify for the new death benefit. The premiums you pay (less expense charges) go into a policy account that earns interest. Charges are deducted from the account. If your yearly premium payment plus the interest your account earns is less than the charges, your account value will become lower. If it keeps dropping, eventually your coverage will end. To prevent that, you may need to start making premium payments, or increase your premium payments, or lower your death benefits. Even if there is enough in your account to pay the premiums, continuing to pay premiums yourself means that you build up more cash value.

Variable Life Insurance is a kind of insurance where the death benefits and cash values depend on the investment performance of one or more separate accounts, which may be invested in mutual funds or other investments allowed under the policy. Be sure to get the prospectus from the company when buying this kind of policy and **STUDY IT CAREFULLY**. You will have higher death benefits and cash value if the underlying investments do well. Your benefits and cash value will be lower or may disappear if the investments you chose didn't do as well as you expected. You may pay an extra premium for a guaranteed death benefit.

Life Insurance Illustrations

You may be thinking of buying a policy where cash values, death benefits, dividends or premiums may vary based on events or situations the company does not guarantee (such as interest rates). If so, you may get an illustration from the agent or company that helps explain how the policy works. The illustration will show how the benefits that are not guaranteed will change as interest rates and other factors change. The illustration will show you what the company guarantees. It will also show you what **could** happen in the future. Remember that nobody knows what will happen in the future. You should be ready to adjust your financial plans if the cash value doesn't increase as quickly as shown in the illustration. You will be asked to sign a statement that says you understand that some of the numbers in the illustration are not guaranteed.

Finding a Good Value in Life Insurance

After you have decided which kind of life insurance is best for you, compare similar policies from different companies to find which one is likely to give you the best value for your money. A simple comparison of the premiums is not enough. There are other things to consider. For example:

- Do premiums or benefits vary from year to year?
- How much do the benefits build up in the policy?
- What part of the premiums or benefits is not guaranteed?
- What is the effect of interest on money paid and received at different times on the policy?

Remember that no one company offers the lowest cost at all ages for all kinds and amounts of insurance. You should also consider other factors:

- How quickly does the cash value grow? Some policies have low cash values in the early years that build quickly later on. Other policies have a more level cash value build-up. A year-by-year display of values and benefits can be very helpful. (The agent or company will give you a policy summary or an illustration that will show benefits and premiums for selected years.)
- Are there special policy features that particularly suit your needs?
- How are nonguaranteed values calculated? For example, interest rates are important in determining policy returns. In some companies increases reflect the average interest earnings on all of that company's policies regardless of when issued. In others, the return for policies issued in a recent year, or a group of years, reflects the interest earnings on that group of policies; in this case, amounts paid are likely to change more rapidly when interest rates change.

New York Addendum To Life Buyer's Guide

After you have decided which kind of life insurance fits your needs, look for a good buy. Your chances of finding a good buy are better if you use two types of index numbers that have been developed to aid in shopping for life insurance. One is called the "Surrender Cost Index" and the other is the "Net Payment Cost Index." It will be worth your time to try to understand how these indexes are used, but in any event, use them only for comparing the relative costs of similar policies.

LOOK FOR POLICIES WITH LOW COST INDEX NUMBERS.

What is Cost?

"Cost" is the difference between what you pay and what you get back. If you pay a premium for life insurance and get nothing back, your cost for death protection is the premium. If you pay a premium and get something back later on, such as a cash value, your cost is smaller than the premium.

The cost of some policies can also be reduced by dividends; these are called "participating" policies. Companies may tell you what their current dividends are, but the size of future dividends is unknown today and cannot be guaranteed. Dividends actually paid are set each year by the company.

Some policies do not pay dividends. These are called "guaranteed cost" or "nonparticipating" policies. Every feature of a guaranteed cost policy is fixed so that you know in advance what your future cost will be.

The premiums and cash values of a participating policy are guaranteed, but the dividends are not. Premiums for participating policies are typically higher than for guaranteed cost policies, but the cost to you may be higher or lower, depending on the dividends actually paid.

What are Cost Indexes?

In order to compare the cost of policies, you need to look at:

1. Premiums
2. Cash values
3. Dividends

Cost Indexes use one or more of these factors to give you a convenient way to compare relative costs of similar policies. When you compare costs, an adjustment must be made to take into account that money is paid and received at different times. It is not enough to just add up the premiums you will pay and to subtract the cash values and dividends you expect to get back. These indexes take care of the arithmetic for you. Instead of having to add, subtract, multiply and divide many numbers yourself, you just compare the index numbers which you can get from life insurance agents and companies:

1. LIFE INSURANCE SURRENDER COST INDEX

This index is useful if you consider the level of the cash values to be of primary importance to you. It helps you compare costs if at some future point in time, such as 10 or 20 years, you were to surrender the policy and take its cash value.

2. LIFE INSURANCE NET PAYMENT COST INDEX

This index is useful if your main concern is the benefits that are to be paid at your death and if the level of cash values is of secondary importance to you. It helps you compare costs at some future point in time, such as 10 or 20 years, if you continue paying premiums on your policy and do not take its cash value.

There is another number called the Equivalent Level Annual Dividend. It shows the part dividends play in determining the cost index of a participating policy. Adding a policy's Equivalent Level Annual Dividend to its cost index allows you to compare total costs of similar policies before deducting dividends. However, if you make any cost comparisons of a participating policy with a nonparticipating policy, remember that the total cost of the participating policy will be reduced by dividends, but the cost of the nonparticipating policy will not change.

How Do I Use Cost Indexes?

The most important thing to remember when using cost indexes is that a policy with a small index number is generally a better buy than a comparable policy with a larger index number. The following rules are also important:

- a. Cost comparisons should only be made between similar plans of life insurance. Similar plans are those which provide essentially the same basic benefits and require premium payments for approximately the same period of time. The closer policies are to being identical, the more reliable the cost comparison will be.
- b. Compare index numbers only for the kind of policy, for your age, and for the amount you intend to buy. Since no one company offers the lowest cost for all types of insurance at all ages and for all amounts of insurance, it is important that you get the indexes for the actual policy, age and amount which you intend to buy. Just because a "Shopper's Guide" tells you that one company's policy is a good buy for a particular age and amount, you should not assume that all of that company's policies are equally good buys.
- c. Small differences in index numbers could be offset by other policy features, or differences in the quality of service you may expect from the company or its agent. Therefore, when you find small differences in cost indexes, your choice would be based on something other than cost.
- d. In any event, you will need other information on which to base your purchase decision. Be sure you can afford the premiums, and that you understand its cash values, dividends and death benefits. You should also make a judgment on how well the life insurance company or agent will provide service in the future, to you as a policyholder.
- e. These life insurance cost indexes apply to new policies and should not be used to determine whether you should drop a policy you have already owned for awhile, in favor of a new one. If such a replacement is suggested, you should ask for information from the company which issued the old policy before you take action.