

SERFF Tracking Number: GEFA-125723620 State: Arkansas
Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number: 39551
Company Tracking Number: P5409 05/08
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: LIP Solution
Project Name/Number: LIP Solution/P5404 05/08

Filing at a Glance

Company: Genworth Life and Annuity Insurance Company

Product Name: LIP Solution

SERFF Tr Num: GEFA-125723620 State: ArkansasLH

TOI: A03I Individual Annuities - Deferred Variable

SERFF Status: Closed

State Tr Num: 39551

Sub-TOI: A03I.002 Flexible Premium

Co Tr Num: P5409 05/08

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Authors: Brenda Bond, Ronald Jackson

Disposition Date: 07/10/2008

Date Submitted: 07/09/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: LIP Solution

Status of Filing in Domicile: Pending

Project Number: P5404 05/08

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Forms will be filed concurrently in Virginia, our domicile state.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 07/10/2008

State Status Changed: 07/10/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Genworth Life and Annuity Insurance Company

NAIC Group 350, Company 65536

P5409 05/08, Guaranteed Minimum Withdrawal Benefit For Life Rider

P5409DB 05/08, Guaranteed Minimum Withdrawal Benefit For Life Rider

P5410 05/08, Guaranteed Minimum Withdrawal Benefit For Life Rider

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P5410DB 05/08, Guaranteed Minimum Withdrawal Benefit For Life Rider

We are submitting these forms for your review and approval. They are new forms and will not replace any existing forms.

P5409 05/08 and P5409DB 05/08 will be used with future issues of

Form Number Title Approval Date

P1154 4/00 Flexible Premium Variable Deferred Annuity Contract 03/16/00
P1156 9/00 Flexible Premium Variable Deferred Annuity Contract 10/03/00
P1165 4/05 Flexible Premium Variable Deferred Annuity Contract 09/16/05

P5410 05/08 and P5410DB 05/08 will be used with future issues of

P1151 1/99 Flexible Premium Variable Deferred Annuity Policy 09/29/98
P1152 1/99 Flexible Premium Variable Deferred Annuity Policy 09/29/98

We may also offer these riders with future contracts filed for approval with your Department. Differences in base contract terminology necessitated development of two versions of each form.

These Guaranteed Minimum Withdrawal Benefit For Life Riders are elective riders that may be purchased with the variable annuity contracts. The rider guarantees that if you limit total Gross Withdrawals in a Benefit Year to an amount no greater than the Withdrawal Limit, then the owner will be eligible to receive total Gross Withdrawals in each Benefit Year equal to the Withdrawal Limit, until the death of last Annuitant. P5409DB 05/08 and P5410DB 05/08 include principal protection death benefit, which is the greater of return of purchase payments or the contract value reduce dollar for dollar for withdrawals.

These GMWB riders provide benefits similar to P5362 09/07 and P5363 09/07, both approved on 10/02/07 (state file 36932). However, this new product offers these features:

- Purchase Payment Benefit Amount, which is equal to purchase payments and any adjustment. If no withdrawals are taken before contract year 10 or age 65 if later, the Purchase Payment Benefit Amount will equal 200% of the first year's

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purchase payments plus any additional purchase payments made.

· Treatment of Excess Withdrawals from a lesser of calculation to a pro rata reduction of Purchase Payment Benefit Amount, Roll Up Value, Maximum Anniversary Value, and Principal Protection Death Benefit (if applicable).

· Reset Value is now referred to as the Maximum Anniversary Value.

· Clarified the death benefit payment under the base contract at death of any annuitant versus death benefit payment under the rider at death of last annuitant.

The rider charge will be as shown on the enclosed sample data page. The sample data page is a representation of how the information will be shown on the data page of the base contract and is included for informational purposes only. The charge for this rider may change on the date of an automatic reset. We certify this charge will never be greater than an annual rate of:

2.00% for P5409 05/08 and P5410 05/08

2.50% for P5409DB 05/08 and P5410DB 05/08.

We have bracketed certain information within the rider to indicate variability. These items are bracketed to indicate that we may change them for future issues without having to resubmit the riders to your Department for approval. Each item is addressed in the Statement of Variability.

The issue ages are 45 through 85.

Licensed agents and brokers selling through traditional distribution systems, as well as to customers of financial institutions, will market these variable annuity products. We also intend to vary optional riders and/or Subaccount availability based upon the distributor or market.

A readability certification has not been included with this submission as these forms are regulated as a security by the Securities and Exchange Commission (SEC) and are not subject to readability requirements.

SERFF Tracking Number: GEFA-125723620 State: Arkansas
 Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number: 39551
 Company Tracking Number: P5409 05/08
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: LIP Solution
 Project Name/Number: LIP Solution/P5404 05/08

Company and Contact

Filing Contact Information

Brenda Bond, Contract Analyst brenda.bond@genworth.com
 6610 W Broad Street (804) 922-5133 [Phone]
 Richmond, VA 23230 (804) 281-6916[FAX]

Filing Company Information

Genworth Life and Annuity Insurance Company CoCode: 65536 State of Domicile: Virginia
 6620 W Broad Street Group Code: 350 Company Type: LifeHealth &
 Annuity
 Richmond, VA 23230 Group Name: State ID Number:
 (804) 281-6600 ext. [Phone] FEIN Number: 54-0283385

Filing Fees

Fee Required? Yes
 Fee Amount: \$20.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|---|---------|----------------|---------------|
| Genworth Life and Annuity Insurance Company | \$20.00 | 07/09/2008 | 21307172 |

SERFF Tracking Number: GEFA-125723620 State: Arkansas
Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number: 39551
Company Tracking Number: P5409 05/08
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: LIP Solution
Project Name/Number: LIP Solution/P5404 05/08

Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|----------|------------|------------|----------------|
| Approved | Linda Bird | 07/10/2008 | 07/10/2008 |

SERFF Tracking Number: GEFA-125723620 State: Arkansas
Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number: 39551
Company Tracking Number: P5409 05/08
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: LIP Solution
Project Name/Number: LIP Solution/P5404 05/08

Disposition

Disposition Date: 07/10/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: GEFA-125723620 State: Arkansas
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 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: LIP Solution
 Project Name/Number: LIP Solution/P5404 05/08

| Item Type | Item Name | Item Status | Public Access |
|---------------------|--|-------------|---------------|
| Supporting Document | Certification/Notice | | Yes |
| Supporting Document | Application | | No |
| Supporting Document | Life & Annuity - Acturial Memo | | No |
| Supporting Document | Variability | | Yes |
| Form | GUARANTEED MINIMUM WITHDRAWAL BENEFIT FOR LIFE RIDER | | Yes |
| Form | GUARANTEED MINIMUM WITHDRAWAL BENEFIT FOR LIFE RIDER | | Yes |
| Form | GUARANTEED MINIMUM WITHDRAWAL BENEFIT FOR LIFE RIDER | | Yes |
| Form | GUARANTEED MINIMUM WITHDRAWAL BENEFIT FOR LIFE RIDER | | Yes |

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Form Schedule

Lead Form Number: P5409 05/08

| Review Status | Form Number | Form Type | Form Name | Action | Action Specific Data | Readability | Attachment |
|---------------|---------------|-------------|--|---------|----------------------|-------------|-------------|
| | P5409 05/08 | Certificate | GUARANTEED Amendmen t, Insert Page, Endorseme nt or Rider | Initial | | 0 | P5409.pdf |
| | P5409DB 05/08 | Certificate | GUARANTEED Amendmen t, Insert Page, Endorseme nt or Rider | Initial | | 0 | P5409db.pdf |
| | P5410 05/08 | Certificate | GUARANTEED Amendmen t, Insert Page, Endorseme nt or Rider | Initial | | 0 | P5410.pdf |
| | P5410DB 05/08 | Certificate | GUARANTEED Amendmen t, Insert Page, Endorseme nt or Rider | Initial | | 0 | P5410db.pdf |

GENWORTH LIFE AND ANNUITY INSURANCE COMPANY

GUARANTEED MINIMUM WITHDRAWAL BENEFIT FOR LIFE RIDER

This rider is added to the Contract. It provides for a guaranteed minimum withdrawal benefit for the life of the Annuitant(s) as described below. In order to obtain the full benefit described in this rider, your withdrawals must be limited. You must allocate all Purchase Payments and Contract Value to the Investment Strategy at all times. You may terminate this rider apart from the Contract on any Contract anniversary on or after the [5th] Contract anniversary.

All rider terms will have the same meaning as under the Contract, unless otherwise provided.

Asset Allocation Model(s) – The Asset Allocation Model(s) shown on the Contract Data Pages.

Benefit Base – The amount used to calculate the Withdrawal Limit.

Benefit Year – Each one-year period following the Contract Date and each anniversary of that date.

Designated Subaccounts – The Designated Subaccounts shown on the Contract Data Pages.

Gross Withdrawal – An amount withdrawn from Contract Value including any surrender charge, any taxes withheld and any applicable premium taxes.

Investment Strategy – The Asset Allocation Model(s) and/or Designated Subaccounts for this rider.

Maximum Anniversary Value – An amount used to calculate the Benefit Base.

Purchase Payment Benefit Amount – An amount used to calculate the Benefit Base.

Roll-Up Value – An amount used to calculate the Benefit Base.

Withdrawal Factor – The percentage shown on the Contract Data Pages used to establish the Withdrawal Limit.

Withdrawal Limit – The total amount you may withdraw in a Benefit Year without reducing the guaranteed minimum withdrawal benefit provided under this rider.

Investment Strategy

You must allocate all Purchase Payments and Contract Value to the Investment Strategy at all times. The Investment Strategy options are shown on the Contract Data Pages and may include Designated Subaccounts and/or Asset Allocation Models.

On a monthly basis, we will rebalance Contract Value to the Subaccounts in accordance with the percentages allocated. In addition, on any Valuation Day after any transaction involving a withdrawal, receipt of a Purchase Payment or a transfer of Contract Value, we will rebalance

Contract Value to the Subaccounts in accordance with the percentages allocated, unless you instruct us otherwise. Your allocation instructions must always comply with the Investment Strategy.

The Guarantee Account, if any, under the Contract will not be available as an Investment Option under this rider for as long as this rider is in effect.

Guaranteed Minimum Withdrawal Benefit

If you limit total Gross Withdrawals in a Benefit Year to an amount no greater than the Withdrawal Limit, then you will be eligible to receive total Gross Withdrawals in each Benefit Year equal to the Withdrawal Limit until the last death of an Annuitant.

Withdrawal Limit

The Withdrawal Limit is calculated on each Valuation Day. The Withdrawal Limit equals the Benefit Base multiplied by the Withdrawal Factor. The Withdrawal Factor percentages are shown on the Contract Data Pages.

The Withdrawal Factor is based on the age of the younger Annuitant. The Withdrawal Factor will be fixed on the earlier of the Valuation Day of the first withdrawal and the Valuation Day when the Contract Value is reduced to [\$100].

Benefit Base

The Benefit Base is an amount used to establish the Withdrawal Limit. The Benefit Base on the Contract Date is equal to the initial Purchase Payment. On each Valuation Day, the Benefit Base is the greatest of the Purchase Payment Benefit Amount, the Roll-Up Value and the Maximum Anniversary Value. The Benefit Base may change as a result of a Purchase Payment, withdrawal, or reset as described below.

Purchase Payments

Any Purchase Payment applied to your Contract will adjust your Purchase Payment Benefit Amount and may adjust your Roll-Up Value as described in the Roll-Up Value section below. You must allocate all Purchase Payments and Contract Value to the Investment Strategy at all times.

We reserve the right to not adjust the Purchase Payment Benefit Amount and/or the Roll-Up Value for any additional Purchase Payments.

Purchase Payment Benefit Amount

The Purchase Payment Benefit Amount will equal your Purchase Payment(s) unless adjusted as described in this provision.

If no withdrawals are taken prior to the later of the [10th] anniversary of the Contract Date and the date the older Annuitant turns age [65], your Purchase Payment Benefit Amount will equal the sum of (a) plus (b), where:

- (a) is [200%] of Purchase Payments made in the [first Contract year]; and
- (b) Purchase Payments received after the [first Contract year].

On any Valuation Day you make a Gross Withdrawal, if that Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Purchase

Payments Benefit Amount will be reduced on a pro-rata basis by the excess amount as described in the Withdrawals section below.

Roll-Up Value

The Roll-Up Value on the Contract Date is equal to the initial Purchase Payment. We will increase your Roll-Up Value on each day. The new Roll-Up Value is equal to the sum of (a) and (b), multiplied by (c), where:

- (a) is the Roll-Up Value on the prior day;
- (b) is any Purchase Payment(s) made on the prior Valuation Day; and
- (c) is the daily roll-up factor shown on the Contract Data Pages.

On each Contract anniversary, if the Maximum Anniversary Value is greater than the current Roll-Up Value, the Roll-Up Value will be increased to the Maximum Anniversary Value. If this day is not a Valuation Day, this adjustment will occur on the next Valuation Day. The Roll-Up Value will continue to increase until the date of the first withdrawal or the later of the [10th] anniversary of the Contract Date and the date the older Annuitant turns age [65]. The Roll-Up Value will not increase after this date.

On any Valuation Day you make a Gross Withdrawal, if that Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Roll-Up Value will be reduced on a pro-rata basis by the excess amount as described in the Withdrawals section below. The Roll-Up Value will not increase after this date.

Maximum Anniversary Value and Reset

The Maximum Anniversary Value on the Contract Date is equal to the initial Purchase Payment. On each Contract anniversary, if the Contract Value is greater than the current Maximum Anniversary Value, the Maximum Anniversary Value will be increased to the Contract Value. If this day is not a Valuation Day, this reset will occur on the next Valuation Day.

On any Valuation Day you make a Gross Withdrawal, if that Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Maximum Anniversary Value will be reduced on a pro-rata basis by the excess amount as described in the Withdrawals section below.

On the Valuation Day we reset your Maximum Anniversary Value, we will reset the Investment Strategy to the current Investment Strategy and reset the charges for this rider. The new charges, which may be higher than your previous charges, will never exceed the maximum rider charge as shown on the Contract Data Pages.

Resets will occur automatically unless such automatic resets are or have been terminated as described below.

Automatic resets will continue until and unless:

- (a) you submit a written request to terminate automatic resets (such request must be received [at least 15 days] prior to the Contract anniversary date);
- (b) the Investment Strategy changes, allocations are affected, and we do not receive confirmation of new allocations;
- (c) the Annuity Commencement Date is reached; or
- (d) there is a change in ownership of the Contract.

If automatic resets have terminated, you may later reinstate automatic resets for any future Contract anniversary by submitting a written request to do so; provided you are following the Investment Strategy and you have not reached the Annuity Commencement Date.

Any change to the charges or to the required Investment Strategy for this rider will be communicated to you in writing prior to the Contract anniversary date. Upon reset, these changes will apply. The reset provision will end if, on the Contract anniversary, any Annuitant is older than the maximum reset age as shown on the Contract Data Pages.

Withdrawals

If a Gross Withdrawal plus all prior Gross Withdrawals within a Benefit Year is in excess of the Withdrawal Limit, your Purchase Payment Benefit Amount, Roll-Up Value and Maximum Anniversary Value will be recalculated to reflect a pro-rata reduction for each dollar that is in excess of your Withdrawal Limit. Your new Purchase Payment Benefit Amount, Principal Protection Death Benefit, Roll-Up Value and Maximum Anniversary Value after such a withdrawal will be calculated by multiplying each of (a) by (b), divided by (c), where:

- (a) is the Purchase Payment Benefit Amount, Principal Protection Death Benefit, Roll-Up Value and Maximum Anniversary Value before the Gross Withdrawal;
- (b) is the Contract Value after the Gross Withdrawal; and
- (c) is the Contract Value before the Gross Withdrawal reduced by any remaining Withdrawal Limit.

For purposes of (c) above, "any remaining Withdrawal Limit" is the Gross Withdrawal that could have been taken without exceeding the Withdrawal Limit.

If the total Gross Withdrawals in a Benefit Year are less than or equal to the Withdrawal Limit, we will waive any surrender charge on the Gross Withdrawals.

Required Minimum Distributions

The Withdrawal Limit will be increased for any Benefit Year to the extent necessary to meet any minimum distribution requirements (before death) under federal tax law. This increase applies only to the required minimum distribution based on the value of the Contract.

Reduction in Contract Value

After taking a withdrawal, your Contract Value may be less than the amount required to keep your Contract in effect. In this event, or if your Contract Value is less than or equal to [\$100], the following will occur:

- If the Withdrawal Limit is less than [\$100], we will pay you the greater of the following:
 - (a) the Contract Value; and
 - (b) a lump sum equal to the present value of future lifetime payments in the amount of the Withdrawal Limit calculated using the [2000 Annuity Mortality Table] and an interest rate of [3%].
- If the Withdrawal Limit is greater than [\$100], we will begin Income Payments. We will make payments of a fixed amount for the life of the Annuitant or, if there are Joint Annuitants, the last surviving Annuitant. The fixed amount payable annually will equal the most recently calculated Withdrawal Limit. We will make payments monthly unless agreed otherwise. If the monthly amount is less than [\$100], we will reduce the frequency so that the payment will be at least [\$100].

Death Provisions

At the death of any Annuitant, a Death Benefit may be payable under the Contract. The Death Benefit, if any, will be paid according to the distribution rules under the Contract.

If the designated beneficiary is a surviving spouse who is not an Annuitant, whose age is [45] through [85], and who elects to continue the Contract as the new Owner, this rider will continue. The Purchase Payment Benefit Amount, Roll-Up Value and Maximum Anniversary Value for the new Owner will be the Death Benefit determined as of the first Valuation Day we receive at our [Home Office] due proof of death and all required forms. The Withdrawal Factor for the new Owner will be based on the age of that Owner on the date of the first Gross Withdrawal for that Owner.

If the designated beneficiary is a surviving spouse who is an Annuitant and who elects to continue the Contract as the Owner, this rider will continue. The Purchase Payment Benefit Amount, Roll-Up Value and Maximum Anniversary Value will be the same as it was under the Contract for the deceased Owner. If no withdrawals were taken prior to the first Valuation Day we receive due proof of death and all required forms at our [Home Office], the Withdrawal Factor for the surviving spouse will be established based on the age of the surviving spouse on the date of the first Gross Withdrawal for the surviving spouse. Otherwise, the Withdrawal Factor will continue as it was under the Contract for the deceased Owner.

If the surviving spouse cannot continue the rider, the rider and the rider charge will terminate.

Rider Charge

A charge will be assessed for the guaranteed minimum withdrawal benefit. The charge for the guaranteed minimum withdrawal benefit is calculated [quarterly] as a percentage of the Benefit Base and deducted [quarterly] from the Contract Value. The charges are shown on the Contract Data Pages. We may apply different charges for the rider for a Contract that is a single Annuitant contract and a Contract that is a Joint Annuitant contract. Once a Contract is a Joint Annuitant contract and the Joint Annuitant rider charge is applied, the Joint Annuitant rider charge will continue while the rider is in effect. If a spouse is added as Joint Annuitant after the Contract is issued, new charges may apply. These new charges may be higher than the charges previously applied to your Contract. The charges for this rider will never exceed the maximum charge as shown on the Contract Data Pages. On the day the rider and/or the Contract terminates, the charges for this rider will be calculated, prorata, and deducted.

When this Rider is Effective

The rider becomes effective on the Contract Date. It will remain in effect while this Contract is in force and before the Annuity Commencement Date. You may terminate this rider apart from the Contract on any Contract anniversary on or after the [5th] Contract anniversary. Otherwise this rider and the corresponding charges will terminate on the Annuity Commencement Date.

Change of Ownership

We must approve any assignment or sale of this Contract unless under a court ordered assignment.

General Provisions

For purposes of this rider:

- A non-natural entity Owner must name an Annuitant and may name the Annuitant's spouse as a Joint Annuitant.
- An individual Owner must also be an Annuitant and may name his/her spouse as Joint Annuitant at issue.
- A Joint Owner must be the Owner's spouse.
- If you marry after issue, you may add your spouse as a Joint Owner and Joint Annuitant or as a Joint Annuitant only, subject to our approval.

For Genworth Life and Annuity Insurance Company,

[]

Pamela S. Schutz
President

GENWORTH LIFE AND ANNUITY INSURANCE COMPANY

GUARANTEED MINIMUM WITHDRAWAL BENEFIT FOR LIFE RIDER

This rider is added to the Contract. It provides for a guaranteed minimum withdrawal benefit for the life of the Annuitant(s) as described below. In order to obtain the full benefit described in this rider, your withdrawals must be limited. You must allocate all Purchase Payments and Contract Value to the Investment Strategy at all times. You may terminate this rider apart from the Contract on any Contract anniversary on or after the [5th] Contract anniversary.

All rider terms will have the same meaning as under the Contract, unless otherwise provided.

Asset Allocation Model(s) – The Asset Allocation Model(s) shown on the Contract Data Pages.

Benefit Base – The amount used to calculate the Withdrawal Limit.

Benefit Year – Each one-year period following the Contract Date and each anniversary of that date.

Designated Subaccounts – The Designated Subaccounts shown on the Contract Data Pages.

Gross Withdrawal – An amount withdrawn from Contract Value including any surrender charge, any taxes withheld and any applicable premium taxes.

Investment Strategy – The Asset Allocation Model(s) and/or Designated Subaccounts for this rider.

Maximum Anniversary Value – An amount used to calculate the Benefit Base.

Principal Protection Death Benefit – The death benefit provided under this rider for an additional charge.

Purchase Payment Benefit Amount – An amount used to calculate the Benefit Base.

Roll-Up Value – An amount used to calculate the Benefit Base.

Withdrawal Factor – The percentage shown on the Contract Data Pages used to establish the Withdrawal Limit.

Withdrawal Limit – The total amount you may withdraw in a Benefit Year without reducing the guaranteed minimum withdrawal benefit provided under this rider.

Investment Strategy

You must allocate all Purchase Payments and Contract Value to the Investment Strategy at all times. The Investment Strategy options are shown on the Contract Data Pages and may include Designated Subaccounts and/or Asset Allocation Models.

On a monthly basis, we will rebalance Contract Value to the Subaccounts in accordance with the percentages allocated. In addition, on any Valuation Day after any transaction involving a withdrawal, receipt of a Purchase Payment or a transfer of Contract Value, we will rebalance Contract Value to the Subaccounts in accordance with the percentages allocated, unless you instruct us otherwise. Your allocation instructions must always comply with the Investment Strategy.

The Guarantee Account, if any, under the Contract will not be available as an Investment Option under this rider for as long as this rider is in effect.

Guaranteed Minimum Withdrawal Benefit

If you limit total Gross Withdrawals in a Benefit Year to an amount no greater than the Withdrawal Limit, then you will be eligible to receive total Gross Withdrawals in each Benefit Year equal to the Withdrawal Limit until the last death of an Annuitant.

Withdrawal Limit

The Withdrawal Limit is calculated on each Valuation Day. The Withdrawal Limit equals the Benefit Base multiplied by the Withdrawal Factor. The Withdrawal Factor percentages are shown on the Contract Data Pages.

The Withdrawal Factor is based on the age of the younger Annuitant. The Withdrawal Factor will be fixed on the earlier of the Valuation Day of the first withdrawal and the Valuation Day when the Contract Value is reduced to [\$100].

Benefit Base

The Benefit Base is an amount used to establish the Withdrawal Limit. The Benefit Base on the Contract Date is equal to the initial Purchase Payment. On each Valuation Day, the Benefit Base is the greatest of the Purchase Payment Benefit Amount, the Roll-Up Value and the Maximum Anniversary Value. The Benefit Base may change as a result of a Purchase Payment, withdrawal, or reset as described below.

Purchase Payments

Any Purchase Payment applied to your Contract will adjust your Purchase Payment Benefit Amount and Principal Protection Death Benefit, and may adjust your Roll-Up Value as described in the Roll-Up Value section below. You must allocate all Purchase Payments and Contract Value to the Investment Strategy at all times.

We reserve the right to not adjust the Purchase Payment Benefit Amount, Principal Protection Death Benefit, and/or the Roll-Up Value for any additional Purchase Payments.

Purchase Payment Benefit Amount

The Purchase Payment Benefit Amount will equal your Purchase Payment(s) unless adjusted as described in this provision.

If no withdrawals are taken prior to the later of the [10th] anniversary of the Contract Date and the date the older Annuitant turns age [65], your Purchase Payment Benefit Amount will equal the sum of (a) plus (b), where:

- (a) is [200%] of Purchase Payments made in the [first Contract year]; and
- (b) Purchase Payments received after the [first Contract year].

On any Valuation Day you make a Gross Withdrawal, if that Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Purchase Payments Benefit Amount will be reduced on a pro-rata basis by the excess amount as described in the Withdrawals section below.

Roll-Up Value

The Roll-Up Value on the Contract Date is equal to the initial Purchase Payment. We will increase your Roll-Up Value on each day. The new Roll-Up Value is equal to the sum of (a) and (b), multiplied by (c), where:

- (a) is the Roll-Up Value on the prior day;
- (b) is any Purchase Payment(s) made on the prior Valuation Day; and
- (c) is the daily roll-up factor shown on the Contract Data Pages.

On each Contract anniversary, if the Maximum Anniversary Value is greater than the current Roll-Up Value, the Roll-Up Value will be increased to the Maximum Anniversary Value. If this day is not a Valuation Day, this adjustment will occur on the next Valuation Day. The Roll-Up Value will continue to increase until the date of the first withdrawal or the later of the [10th] anniversary of the Contract Date and the date the older Annuitant turns age [65]. The Roll-Up Value will not increase after this date.

On any Valuation Day you make a Gross Withdrawal, if that Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Roll-Up Value will be reduced on a pro-rata basis by the excess amount as described in the Withdrawals section below. The Roll-Up Value will not increase after this date.

Maximum Anniversary Value and Reset

The Maximum Anniversary Value on the Contract Date is equal to the initial Purchase Payment. On each Contract anniversary, if the Contract Value is greater than the current Maximum Anniversary Value, the Maximum Anniversary Value will be increased to the Contract Value. If this day is not a Valuation Day, this reset will occur on the next Valuation Day.

On any Valuation Day you make a Gross Withdrawal, if that Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Maximum Anniversary Value will be reduced on a pro-rata basis by the excess amount as described in the Withdrawals section below.

On the Valuation Day we reset your Maximum Anniversary Value, we will reset the Investment Strategy to the current Investment Strategy and reset the charges for this rider. The new charges, which may be higher than your previous charges, will never exceed the maximum rider charges as shown on the Contract Data Pages.

Resets will occur automatically unless such automatic resets are or have been terminated as described below.

Automatic resets will continue until and unless:

- (a) you submit a written request to terminate automatic resets (such request must be received [at least 15 days] prior to the Contract anniversary date);
- (b) the Investment Strategy changes, allocations are affected, and we do not receive confirmation of new allocations;
- (c) the Annuity Commencement Date is reached; or
- (d) there is a change in ownership of the Contract.

If automatic resets have terminated, you may later reinstate automatic resets for any future Contract anniversary by submitting a written request to do so; provided you are following the Investment Strategy and you have not reached the Annuity Commencement Date.

Any change to the charges or to the required Investment Strategy for this rider will be communicated to you in writing prior to the Contract anniversary date. Upon reset, these changes will apply. The reset provision will end if, on the Contract anniversary, any Annuitant is older than the maximum reset age as shown on the Contract Data Pages.

Withdrawals

If a Gross Withdrawal plus all prior Gross Withdrawals within a Benefit Year is in excess of the Withdrawal Limit, your Purchase Payment Benefit Amount, Principal Protection Death Benefit, Roll-Up Value, and Maximum Anniversary Value will be recalculated to reflect a pro-rata reduction for each dollar that is in excess of your Withdrawal Limit. Your new Purchase Payment Benefit Amount, Principal Protection Death Benefit, Roll-Up Value and Maximum Anniversary Value after such a withdrawal will be calculated by multiplying each of (a) by (b), divided by (c), where:

- (a) is the Purchase Payment Benefit Amount, Principal Protection Death Benefit, Roll-Up Value and Maximum Anniversary Value before the Gross Withdrawal;
- (b) is the Contract Value after the Gross Withdrawal; and
- (c) is the Contract Value before the Gross Withdrawal reduced by any remaining Withdrawal Limit.

For purposes of (c) above, "any remaining Withdrawal Limit" is the Gross Withdrawal that could have been taken without exceeding the Withdrawal Limit.

If the total Gross Withdrawals in a Benefit Year are less than or equal to the Withdrawal Limit, we will waive any surrender charge on the Gross Withdrawals.

Required Minimum Distributions

The Withdrawal Limit will be increased for any Benefit Year to the extent necessary to meet any minimum distribution requirements (before death) under federal tax law. This increase applies only to the required minimum distribution based on the value of the Contract.

Reduction in Contract Value

After taking a withdrawal, your Contract Value may be less than the amount required to keep your Contract in effect. In this event, or if your Contract Value is less than or equal to [\$100], the following will occur:

- If the Withdrawal Limit is less than [\$100], we will pay you the greatest of the following:
 - (a) the Contract Value;
 - (b) a lump sum equal to the present value of future lifetime payments in the amount of the Withdrawal Limit calculated using the [2000 Annuity Mortality Table] and an interest rate of [3%]; and
 - (c) the Principal Protection Death Benefit.
- If the Withdrawal Limit is greater than [\$100], we will begin Income Payments. We will make payments of a fixed amount for the life of the Annuitant or, if there are Joint Annuitants, the last surviving Annuitant. The fixed amount payable annually will equal the most recently calculated Withdrawal Limit. We will make payments monthly unless agreed otherwise. If the monthly amount is less than [\$100], we will reduce the

frequency so that the payment will be at least [\$100]. The Principal Protection Death Benefit will continue under this provision. The Principal Protection Death Benefit will be reduced by each payment. The Principal Protection Death Benefit, if any, will be payable on the last death of an Annuitant.

Principal Protection Death Benefit

The Principal Protection Death Benefit is used to determine the death benefit at the death of last Annuitant, if any, payable under this Contract and rider as described in the Death Provisions section below.

The Principal Protection Death Benefit on the Contract Date is equal to the initial Purchase Payment. Purchase Payments in a Benefit Year increase the Principal Protection Death Benefit.

Gross Withdrawals in a Benefit Year decrease the Principal Protection Death Benefit. If a Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is less than or equal to the Withdrawal Limit, the Principal Protection Death Benefit will be reduced by the Gross Withdrawal. If a Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Principal Protection Death Benefit will be reduced on a pro-rata basis for each dollar that is in excess of your Withdrawal Limit, as described in the Withdrawal section above.

At the death of the last Annuitant, a Death Benefit may be payable under this Contract and rider. The amount of any Death Benefit payable will be the greatest of (a), (b) and (c), where:

- (a) is the Death Benefit as calculated under the base Contract;
- (b) is the Principal Protection Death Benefit; and
- (c) is any amount payable by any other optional death benefit rider, if applicable.

Death Provisions

At the death of any Annuitant, a Death Benefit may be payable under the Contract. The Death Benefit, if any, will be paid according to the distribution rules under the Contract.

If the designated beneficiary is a surviving spouse who is not an Annuitant, whose age is [45] through [85], and who elects to continue the Contract as the new Owner, this rider will continue. The Purchase Payment Benefit Amount, Principal Protection Death Benefit, Roll-Up Value and Maximum Anniversary Value for the new Owner will be the Death Benefit determined as of the first Valuation Day we receive at our [Home Office] due proof of death and all required forms. The Withdrawal Factor for the new Owner will be based on the age of that Owner on the date of the first Gross Withdrawal for that Owner.

If the designated beneficiary is a surviving spouse who is an Annuitant and who elects to continue the Contract as the Owner, this rider will continue. The Purchase Payment Benefit Amount, Principal Protection Death Benefit, Roll-Up Value and Maximum Anniversary Value will be the same as it was under the Contract for the deceased Owner. If no withdrawals were taken prior to the first Valuation Day we receive due proof of death and all required forms at our [Home Office], the Withdrawal Factor for the surviving spouse will be established based on the age of the surviving spouse on the date of the first Gross Withdrawal for the surviving spouse. Otherwise, the Withdrawal Factor will continue as it was under the Contract for the deceased Owner.

If the surviving spouse cannot continue the rider, the rider and the rider charges will terminate.

Rider Charge

A charge will be assessed for the guaranteed minimum withdrawal benefit. Another charge will be assessed for the Principal Protection Death Benefit. The charge for the guaranteed minimum withdrawal benefit is calculated [quarterly] as a percentage of the Benefit Base and deducted [quarterly] from the Contract Value. The charge for the Principal Protection Death Benefit is calculated [quarterly] as a percentage of the value of the Principal Protection Death Benefit and deducted [quarterly] from the Contract Value. The charges are shown on the Contract Data Pages. We may apply different charges for the rider for a Contract that is a single Annuitant contract and a Contract that is a Joint Annuitant contract. Once a Contract is a Joint Annuitant contract and the Joint Annuitant rider charge is applied, the Joint Annuitant rider charge will continue while the rider is in effect. If a spouse is added as Joint Annuitant after the Contract is issued, new charges may apply. These new charges may be higher than the charges previously applied to your Contract. The charges for this rider will never exceed the maximum rider charges as shown on the Contract Data Pages. On the day the rider and/or the Contract terminates, the charges for this rider will be calculated, prorata, and deducted.

When this Rider is Effective

The rider becomes effective on the Contract Date. It will remain in effect while this Contract is in force and before the Annuity Commencement Date. You may terminate this rider apart from the Contract on any Contract anniversary on or after the [5th] Contract anniversary. Otherwise this rider and the corresponding charges will terminate on the Annuity Commencement Date.

Change of Ownership

We must approve any assignment or sale of this Contract unless under a court ordered assignment.

General Provisions

For purposes of this rider:

- A non-natural entity Owner must name an Annuitant and may name the Annuitant's spouse as a Joint Annuitant.
- An individual Owner must also be an Annuitant and may name his/her spouse as Joint Annuitant at issue.
- A Joint Owner must be the Owner's spouse.
- If you marry after issue, you may add your spouse as a Joint Owner and Joint Annuitant or as a Joint Annuitant only, subject to our approval.

For Genworth Life and Annuity Insurance Company,


[
Pamela S. Schutz
President

GENWORTH LIFE AND ANNUITY INSURANCE COMPANY

GUARANTEED MINIMUM WITHDRAWAL BENEFIT FOR LIFE RIDER

This rider is added to the Policy. It provides for a guaranteed minimum withdrawal benefit for the life of the Annuitant(s) as described below. In order to obtain the full benefit described in this rider, your partial surrenders must be limited. You must allocate all Purchase Payments and Account Value to the Investment Strategy at all times. You may terminate this rider apart from the Policy on any Policy anniversary on or after the [5th] Policy anniversary.

All rider terms will have the same meaning as under the Policy, unless otherwise provided.

Asset Allocation Model(s) – The Asset Allocation Model(s) shown on the Policy Data Pages.

Benefit Base – The amount used to calculate the Withdrawal Limit.

Benefit Year – Each one-year period following the Policy Date and each anniversary of that date.

Designated Investment Subdivisions – The Designated Investment Subdivisions shown on the Policy Data Pages.

Gross Withdrawal – An amount partially surrendered from Account Value including any surrender charge, any taxes withheld and any applicable premium taxes.

Investment Strategy – The Asset Allocation Model(s) and/or Designated Investment Subdivisions for this rider.

Maximum Anniversary Value – An amount used to calculate the Benefit Base.

Purchase Payment Benefit Amount – An amount used to calculate the Benefit Base.

Roll-Up Value – An amount used to calculate the Benefit Base.

Withdrawal Factor – The percentage shown on the Policy Data Pages used to establish the Withdrawal Limit.

Withdrawal Limit – The total amount you may partially surrender in a Benefit Year without reducing the guaranteed minimum withdrawal benefit provided under this rider.

Investment Strategy

You must allocate all Purchase Payments and Account Value to the Investment Strategy at all times. The Investment Strategy options are shown on the Policy Data Pages and may include Designated Investment Subdivisions and/or Asset Allocation Models.

On a monthly basis, we will rebalance Account Value to the Subaccounts in accordance with the percentages allocated. In addition, on any Valuation Day after any transaction involving a withdrawal, receipt of a Purchase Payment or a transfer of Account Value, we will rebalance

Account Value to the Subaccounts in accordance with the percentages allocated, unless you instruct us otherwise. Your allocation instructions must always comply with the Investment Strategy.

The Guarantee Account, if any, under the Policy will not be available as an Investment Option under this rider for as long as this rider is in effect.

Guaranteed Minimum Withdrawal Benefit

If you limit total Gross Withdrawals in a Benefit Year to an amount no greater than the Withdrawal Limit, then you will be eligible to receive total Gross Withdrawals in each Benefit Year equal to the Withdrawal Limit until the last death of an Annuitant.

Withdrawal Limit

The Withdrawal Limit is calculated on each Valuation Day. The Withdrawal Limit equals the Benefit Base multiplied by the Withdrawal Factor. The Withdrawal Factor percentages are shown on the Contract Data Pages.

The Withdrawal Factor is based on the age of the younger Annuitant. The Withdrawal Factor will be fixed on the earlier of the Valuation Day of the first withdrawal and the Valuation Day when the Account Value is reduced to [\$100].

Benefit Base

The Benefit Base is an amount used to establish the Withdrawal Limit. The Benefit Base on the Policy Date is equal to the initial Purchase Payment. On each Valuation Day, the Benefit Base is the greatest of the Purchase Payment Benefit Amount, the Roll-Up Value and the Maximum Anniversary Value. The Benefit Base may change as a result of a Purchase Payment, withdrawal, or reset as described below.

Purchase Payments

Any Purchase Payment applied to your Policy will adjust your Purchase Payment Benefit Amount and may adjust your Roll-Up Value as described in the Roll-Up Value section below. You must allocate all Purchase Payments and Account Value to the Investment Strategy at all times.

We reserve the right to not adjust the Purchase Payment Benefit Amount and/or the Roll-Up Value for any additional Purchase Payments.

Purchase Payment Benefit Amount

The Purchase Payment Benefit Amount will equal your Purchase Payment(s) unless adjusted as described in this provision.

If no partial surrenders are taken prior to the later of the [10th] anniversary of the Policy Date and the date the older Annuitant turns age [65], your Purchase Payment Benefit Amount will equal the sum of (a) plus (b), where:

- (a) is [200%] of Purchase Payments made in the [first Policy year]; and
- (b) Purchase Payments received after the [first Policy year].

On any Valuation Day you make a Gross Withdrawal, if that Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Purchase

Payments Benefit Amount will be reduced on a pro-rata basis by the excess amount as described in the Withdrawals section below.

Roll-Up Value

The Roll-Up Value on the Contract date is equal to the initial Purchase Payment. We will increase your Roll-Up Value on each day. The new Roll-Up Value is equal to the sum of (a) and (b), multiplied by (c), where:

- (a) is the Roll-Up Value on the prior day;
- (b) is any Purchase Payment(s) made on the prior Valuation Day; and
- (c) is the daily roll-up factor shown on the Policy Data Pages.

On each Policy anniversary, if the Maximum Anniversary Value is greater than the current Roll-Up Value, the Roll-Up Value will be increased to the Maximum Anniversary Value. If this day is not a Valuation Day, this adjustment will occur on the next Valuation Day. The Roll-Up Value will continue to increase until the date of the first withdrawal or the later of the [10th] anniversary of the Policy Date and the date the older Annuitant turns age [65]. The Roll-Up Value will not increase after this date.

On any Valuation Day you make a Gross Withdrawal, if that Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Roll-Up Value will be reduced on a pro-rata basis by the excess amount as described in the Withdrawals section below. The Roll-Up Value will not increase after this date.

Maximum Anniversary Value and Reset

The Maximum Anniversary Value on the Policy Date is equal to the initial Purchase Payment. On each Policy anniversary, if the Account Value is greater than the current Maximum Anniversary Value, the Maximum Anniversary Value will be increased to the Account Value. If this day is not a Valuation Day, this reset will occur on the next Valuation Day.

On any Valuation Day you make a Gross Withdrawal, if that Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Maximum Anniversary Value will be reduced on a pro-rata basis by the excess amount as described in the Withdrawals section below.

On the Valuation Day we reset your Maximum Anniversary Value, we will reset the Investment Strategy to the current Investment Strategy and reset the charges for this rider. The new charges, which may be higher than your previous charges, will never exceed the maximum rider charge as shown on the Policy Data Pages.

Resets will occur automatically unless such automatic resets are or have been terminated as described below.

Automatic resets will continue until and unless:

- (a) you submit a written request to terminate automatic resets (such request must be received [at least 15 days] prior to the Policy anniversary date);
- (b) the Investment Strategy changes, allocations are affected, and we do not receive confirmation of new allocations;
- (c) the Maturity Date is reached; or
- (d) there is a change in ownership of the Policy.

If automatic resets have terminated, you may later reinstate automatic resets for any future Policy anniversary by submitting a written request to do so; provided you are following the Investment Strategy and you have not reached the Maturity Date.

Any change to the charges or to the required Investment Strategy for this rider will be communicated to you in writing prior to the Policy anniversary date. Upon reset, these changes will apply. The reset provision will end if, on the Policy anniversary, any Annuitant is older than the maximum reset age as shown on the Policy Data Pages.

Partial Surrenders

If a Gross Withdrawal plus all prior Gross Withdrawals within a Benefit Year is in excess of the Withdrawal Limit, your Purchase Payment Benefit Amount, Roll-Up Value and Maximum Anniversary Value will be recalculated to reflect a pro-rata reduction for each dollar that is in excess of your Withdrawal Limit. Your new Purchase Payment Benefit Amount, Principal Protection Death Benefit, Roll-Up Value and Maximum Anniversary Value after such a withdrawal will be calculated by multiplying each of (a) by (b), divided by (c), where:

- (a) is the Purchase Payment Benefit Amount, Principal Protection Death Benefit, Roll-Up Value and Maximum Anniversary Value before the Gross Withdrawal;
- (b) is the Account Value after the Gross Withdrawal; and
- (c) is the Account Value before the Gross Withdrawal reduced by any remaining Withdrawal Limit.

For purposes of (c) above, "any remaining Withdrawal Limit" is the Gross Withdrawal that could have been taken without exceeding the Withdrawal Limit.

If the total Gross Withdrawals in a Benefit Year are less than or equal to the Withdrawal Limit, we will waive any surrender charge on the Gross Withdrawals.

Required Minimum Distributions

The Withdrawal Limit will be increased for any Benefit Year to the extent necessary to meet any minimum distribution requirements (before death) under federal tax law. This increase applies only to the required minimum distribution based on the value of the Policy.

Reduction in Account Value

After taking a withdrawal, your Account Value may be less than the amount required to keep your Policy in effect. In this event, or if your Account Value is less than or equal to [\$100], the following will occur:

- If the Withdrawal Limit is less than [\$100], we will pay you the greater of the following:
 - (a) the Account Value; and
 - (b) a lump sum equal to the present value of future lifetime payments in the amount of the Withdrawal Limit calculated using the [2000 Annuity Mortality Table] and an interest rate of [3%].
- If the Withdrawal Limit is greater than [\$100], we will begin Income Payments. We will make payments of a fixed amount for the life of the Annuitant or, if there are Joint Annuitants, the last surviving Annuitant. The fixed amount payable annually will equal the most recently calculated Withdrawal Limit. We will make payments monthly unless agreed otherwise. If the monthly amount is less than [\$100], we will reduce the frequency so that the payment will be at least [\$100].

Death Provisions

At the death of any Annuitant, a Death Benefit may be payable under the Policy. The Death Benefit, if any, will be paid according to the distribution rules under the Policy.

If the designated beneficiary is a surviving spouse who is not an Annuitant, whose age is [45] through [85], and who elects to continue the Policy as the new Owner, this rider will continue. The Purchase Payment Benefit Amount, Roll-Up Value and Maximum Anniversary Value for the new Owner will be the Death Benefit determined as of the first Valuation Day we receive at our [Home Office] due proof of death and all required forms. The Withdrawal Factor for the new Owner will be based on the age of that Owner on the date of the first Gross Withdrawal for that Owner.

If the designated beneficiary is a surviving spouse who is an Annuitant and who elects to continue the Policy as the Owner, this rider will continue. The Purchase Payment Benefit Amount, Roll-Up Value and Maximum Anniversary Value will be the same as it was under the Policy for the deceased Owner. If no partial surrenders were taken prior to the first Valuation Day we receive due proof of death and all required forms at our [Home Office], the Withdrawal Factor for the surviving spouse will be established based on the age of the surviving spouse on the date of the first Gross Withdrawal for the surviving spouse. Otherwise, the Withdrawal Factor will continue as it was under the Policy for the deceased Owner.

If the surviving spouse cannot continue the rider, the rider and the rider charge will terminate.

Rider Charge

A charge will be assessed for the guaranteed minimum withdrawal benefit. The charge for the guaranteed minimum withdrawal benefit is calculated [quarterly] as a percentage of the Benefit Base and deducted [quarterly] from the Account Value. The charges are shown on the Policy Data Pages. We may apply different charges for the rider for a Policy that is a single Annuitant Policy and a Policy that is a Joint Annuitant Policy. Once a Policy is a Joint Annuitant Policy and the Joint Annuitant rider charge is applied, the Joint Annuitant rider charge will continue while the rider is in effect. If a spouse is added as Joint Annuitant after the Policy is issued, new charges may apply. These new charges may be higher than the charges previously applied to your Policy. The charges for this rider will never exceed the maximum charge as shown on the Policy Data Pages. On the day the rider and/or the Policy terminates, the charges for this rider will be calculated, prorata, and deducted.

When this Rider is Effective

The rider becomes effective on the Policy Date. It will remain in effect while this Policy is in force and before the Maturity Date. You may terminate this rider apart from the Policy on any Policy anniversary on or after the [5th] Policy anniversary. Otherwise this rider and the corresponding charges will terminate on the Maturity Date.

Change of Ownership

We must approve any assignment or sale of this Policy unless under a court ordered assignment.

General Provisions

For purposes of this rider:

- A non-natural entity Owner must name an Annuitant and may name the Annuitant's spouse as a Joint Annuitant.
- An individual Owner must also be an Annuitant and may name his/her spouse as Joint Annuitant at issue.
- A Joint Owner must be the Owner's spouse.
- If you marry after issue, you may add your spouse as a Joint Owner and Joint Annuitant or as a Joint Annuitant only, subject to our approval.

For Genworth Life and Annuity Insurance Company,

[]

Pamela S. Schutz
President

GENWORTH LIFE AND ANNUITY INSURANCE COMPANY

GUARANTEED MINIMUM WITHDRAWAL BENEFIT FOR LIFE RIDER

This rider is added to the Policy. It provides for a guaranteed minimum withdrawal benefit for the life of the Annuitant(s) as described below. In order to obtain the full benefit described in this rider, your partial surrenders must be limited. You must allocate all Purchase Payments and Account Value to the Investment Strategy at all times. You may terminate this rider apart from the Policy on any Policy anniversary on or after the [5th] Policy anniversary.

All rider terms will have the same meaning as under the Policy, unless otherwise provided.

Asset Allocation Model(s) – The Asset Allocation Model(s) shown on the Policy Data Pages.

Benefit Base – The amount used to calculate the Withdrawal Limit.

Benefit Year – Each one-year period following the Policy Date and each anniversary of that date.

Designated Investment Subdivisions – The Designated Investment Subdivisions shown on the Policy Data Pages.

Gross Withdrawal – An amount partially surrendered from Account Value including any surrender charge, any taxes withheld and any applicable premium taxes.

Investment Strategy – The Asset Allocation Model(s) and/or Designated Investment Subdivisions for this rider.

Maximum Anniversary Value – An amount used to calculate the Benefit Base.

Principal Protection Death Benefit – The death benefit provided under this rider for an additional charge.

Purchase Payment Benefit Amount – An amount used to calculate the Benefit Base.

Roll-Up Value – An amount used to calculate the Benefit Base.

Withdrawal Factor – The percentage shown on the Policy Data Pages used to establish the Withdrawal Limit.

Withdrawal Limit – The total amount you may partially surrender in a Benefit Year without reducing the guaranteed minimum withdrawal benefit provided under this rider.

Investment Strategy

You must allocate all Purchase Payments and Account Value to the Investment Strategy at all times. The Investment Strategy options are shown on the Policy Data Pages and may include Designated Investment Subdivisions and/or Asset Allocation Models.

On a monthly basis, we will rebalance Account Value to the Subaccounts in accordance with the percentages allocated. In addition, on any Valuation Day after any transaction involving a withdrawal, receipt of a Purchase Payment or a transfer of Account Value, we will rebalance Account Value to the Subaccounts in accordance with the percentages allocated, unless you instruct us otherwise. Your allocation instructions must always comply with the Investment Strategy.

The Guarantee Account, if any, under the Policy will not be available as an Investment Option under this rider for as long as this rider is in effect.

Guaranteed Minimum Withdrawal Benefit

If you limit total Gross Withdrawals in a Benefit Year to an amount no greater than the Withdrawal Limit, then you will be eligible to receive total Gross Withdrawals in each Benefit Year equal to the Withdrawal Limit until the last death of an Annuitant.

Withdrawal Limit

The Withdrawal Limit is calculated on each Valuation Day. The Withdrawal Limit equals the Benefit Base multiplied by the Withdrawal Factor. The Withdrawal Factor percentages are shown on the Contract Data Pages.

The Withdrawal Factor is based on the age of the younger Annuitant. The Withdrawal Factor will be fixed on the earlier of the Valuation Day of the first withdrawal and the Valuation Day when the Account Value is reduced to [\$100].

Benefit Base

The Benefit Base is an amount used to establish the Withdrawal Limit. The Benefit Base on the Policy Date is equal to the initial Purchase Payment. On each Valuation Day, the Benefit Base is the greatest of the Purchase Payment Benefit Amount, the Roll-Up Value and the Maximum Anniversary Value. The Benefit Base may change as a result of a Purchase Payment, withdrawal, or reset as described below.

Purchase Payments

Any Purchase Payment applied to your Policy will adjust your Purchase Payment Benefit Amount and Principal Protection Death Benefit, and may adjust your Roll-Up Value as described in the Roll-Up Value section below. You must allocate all Purchase Payments and Account Value to the Investment Strategy at all times.

We reserve the right to not adjust the Purchase Payment Benefit Amount, Principal Protection Death Benefit, and/or the Roll-Up Value for any additional Purchase Payments.

Purchase Payment Benefit Amount

The Purchase Payment Benefit Amount will equal your Purchase Payment(s) unless adjusted as described in this provision.

If no partial surrenders are taken prior to the later of the [10th] anniversary of the Policy Date and the date the older Annuitant turns age [65], your Purchase Payment Benefit Amount will equal the sum of (a) plus (b), where:

- (a) is [200%] of Purchase Payments made in the [first Policy year]; and
- (b) Purchase Payments received after the [first Policy year].

On any Valuation Day you make a Gross Withdrawal, if that Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Purchase Payments Benefit Amount will be reduced on a pro-rata basis by the excess amount as described in the Withdrawals section below.

Roll-Up Value

The Roll-Up Value on the Contract Date is equal to the initial Purchase Payment. We will increase your Roll-Up Value on each day. The new Roll-Up Value is equal to the sum of (a) and (b), multiplied by (c), where:

- (a) is the Roll-Up Value on the prior day;
- (b) is any Purchase Payment(s) made on the prior Valuation Day; and
- (c) is the daily roll-up factor shown on the Policy Data Pages.

On each Policy anniversary, if the Maximum Anniversary Value is greater than the current Roll-Up Value, the Roll-Up Value will be increased to the Maximum Anniversary Value. If this day is not a Valuation Day, this adjustment will occur on the next Valuation Day. The Roll-Up Value will continue to increase until the date of the first withdrawal or the later of the [10th] anniversary of the Policy Date and the date the older Annuitant turns age [65]. The Roll-Up Value will not increase after this date.

On any Valuation Day you make a Gross Withdrawal, if that Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Roll-Up Value will be reduced on a pro-rata basis by the excess amount as described in the Withdrawals section below. The Roll-Up Value will not increase after this date.

Maximum Anniversary Value and Reset

The Maximum Anniversary Value on the Policy Date is equal to the initial Purchase Payment. On each Policy anniversary, if the Account Value is greater than the current Maximum Anniversary Value, the Maximum Anniversary Value will be increased to the Account Value. If this day is not a Valuation Day, this reset will occur on the next Valuation Day.

On any Valuation Day you make a Gross Withdrawal, if that Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Maximum Anniversary Value will be reduced on a pro-rata basis by the excess amount as described in the Withdrawals section below.

On the Valuation Day we reset your Maximum Anniversary Value, we will reset the Investment Strategy to the current Investment Strategy and reset the charges for this rider. The new charges, which may be higher than your previous charges, will never exceed the maximum rider charges as shown on the Policy Data Pages.

Resets will occur automatically unless such automatic resets are or have been terminated as described below.

Automatic resets will continue until and unless:

- (a) you submit a written request to terminate automatic resets (such request must be received [at least 15 days] prior to the Policy anniversary date);
- (b) the Investment Strategy changes, allocations are affected, and we do not receive confirmation of new allocations;
- (c) the Maturity Date is reached; or
- (d) there is a change in ownership of the Policy.

If automatic resets have terminated, you may later reinstate automatic resets for any future Policy anniversary by submitting a written request to do so; provided you are following the Investment Strategy and you have not reached the Maturity Date.

Any change to the charges or to the required Investment Strategy for this rider will be communicated to you in writing prior to the Policy anniversary date. Upon reset, these changes will apply. The reset provision will end if, on the Policy anniversary, any Annuitant is older than the maximum reset age as shown on the Policy Data Pages.

Partial surrenders

If a Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Purchase Payment Benefit Amount, Principal Protection Death Benefit, Roll-Up Value, and Maximum Anniversary Value will be recalculated to reflect a pro-rata reduction for each dollar that is in excess of your Withdrawal Limit. Your new Purchase Payment Benefit Amount, Principal Protection Death Benefit, Roll-Up Value and Maximum Anniversary Value after such a withdrawal will be calculated by multiplying each of (a) by (b), divided by (c), where:

- (a) is the Purchase Payment Benefit Amount, Principal Protection Death Benefit, Roll-Up Value and Maximum Anniversary Value before the Gross Withdrawal;
- (b) is the Account Value after the Gross Withdrawal; and
- (c) is the Account Value before the Gross Withdrawal reduced by any remaining Withdrawal Limit.

For purposes of (c) above, "any remaining Withdrawal Limit" is the Gross Withdrawal that could have been taken without exceeding the Withdrawal Limit.

If the total Gross Withdrawals in a Benefit Year are less than or equal to the Withdrawal Limit, we will waive any surrender charge on the Gross Withdrawals.

Required Minimum Distributions

The Withdrawal Limit will be increased for any Benefit Year to the extent necessary to meet any minimum distribution requirements (before death) under federal tax law. This increase applies only to the required minimum distribution based on the value of the Policy.

Reduction in Account Value

After taking a withdrawal, your Account Value may be less than the amount required to keep your Policy in effect. In this event, or if your Account Value is less than or equal to [\$100], the following will occur:

- If the Withdrawal Limit is less than [\$100], we will pay you the greatest of the following:
 - (a) the Account Value;
 - (b) a lump sum equal to the present value of future lifetime payments in the amount of the Withdrawal Limit calculated using the [2000 Annuity Mortality Table] and an interest rate of [3%]; and
 - (c) the Principal Protection Death Benefit.
- If the Withdrawal Limit is greater than [\$100], we will begin Income Payments. We will make payments of a fixed amount for the life of the Annuitant or, if there are Joint Annuitants, the last surviving Annuitant. The fixed amount payable annually will equal the most recently calculated Withdrawal Limit. We will make payments monthly unless agreed otherwise. If the monthly amount is less than [\$100], we will reduce the

frequency so that the payment will be at least [\$100]. The Principal Protection Death Benefit will continue under this provision. The Principal Protection Death Benefit will be reduced by each payment. The Principal Protection Death Benefit, if any, will be payable on the last death of an Annuitant.

Principal Protection Death Benefit

The Principal Protection Death Benefit is used to determine the death benefit at the death of last Annuitant, if any, payable under this Policy and rider as described in the Death Provisions section below.

The Principal Protection Death Benefit on the Policy Date is equal to the initial Purchase Payment. Purchase Payments in a Benefit Year increase the Principal Protection Death Benefit.

Gross Withdrawals in a Benefit Year decrease the Principal Protection Death Benefit. If a Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is less than or equal to the Withdrawal Limit, the Principal Protection Death Benefit will be reduced by the Gross Withdrawal. If a Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Principal Protection Death Benefit will be reduced on a pro-rata basis for each dollar that is in excess of your Withdrawal Limit, as described in the Withdrawal section above.

At the death of the last Annuitant, a Death Benefit may be payable under this Policy and rider. The amount of any Death Benefit payable will be the greatest of (a), (b) and (c), where:

- (a) is the Death Benefit as calculated under the base Policy;
- (b) is the Principal Protection Death Benefit; and
- (c) is any amount payable by any other optional death benefit rider, if applicable.

Death Provisions

At the death of any Annuitant, a Death Benefit may be payable under the Policy. The Death Benefit, if any, will be paid according to the distribution rules under the Policy.

If the designated beneficiary is a surviving spouse who is not an Annuitant, whose age is [45] through [85], and who elects to continue the Policy as the new Owner, this rider will continue. The Purchase Payment Benefit Amount, Principal Protection Death Benefit, Roll-Up Value and Maximum Anniversary Value for the new Owner will be the Death Benefit determined as of the first Valuation Day we receive at our [Home Office] due proof of death and all required forms. The Withdrawal Factor for the new Owner will be based on the age of that Owner on the date of the first Gross Withdrawal for that Owner.

If the designated beneficiary is a surviving spouse who is an Annuitant and who elects to continue the Policy as the Owner, this rider will continue. The Purchase Payment Benefit Amount, Principal Protection Death Benefit, Roll-Up Value and Maximum Anniversary Value will be the same as it was under the Policy for the deceased Owner. If no partial surrenders were taken prior to the first Valuation Day we receive due proof of death and all required forms at our [Home Office], the Withdrawal Factor for the surviving spouse will be established based on the age of the surviving spouse on the date of the first Gross Withdrawal for the surviving spouse. Otherwise, the Withdrawal Factor will continue as it was under the Policy for the deceased Owner.

If the surviving spouse cannot continue the rider, the rider and the rider charges will terminate.

Rider Charge

A charge will be assessed for the guaranteed minimum withdrawal benefit. Another charge will be assessed for the Principal Protection Death Benefit. The charge for the guaranteed minimum withdrawal benefit is calculated [quarterly] as a percentage of the Benefit Base and deducted [quarterly] from the Account Value. The charge for the Principal Protection Death Benefit is calculated [quarterly] as a percentage of the value of the Principal Protection Death Benefit and deducted [quarterly] from the Account Value. The charges are shown on the Policy Data Pages. We may apply different charges for the rider for a Policy that is a single Annuitant Policy and a Policy that is a Joint Annuitant Policy. Once a Policy is a Joint Annuitant Policy and the Joint Annuitant rider charge is applied, the Joint Annuitant rider charge will continue while the rider is in effect. If a spouse is added as Joint Annuitant after the Policy is issued, new charges may apply. These new charges may be higher than the charges previously applied to your Policy. The charges for this rider will never exceed the maximum rider charges as shown on the Policy Data Pages. On the day the rider and/or the Policy terminates, the charges for this rider will be calculated, prorata, and deducted.

When this Rider is Effective

The rider becomes effective on the Policy Date. It will remain in effect while this Policy is in force and before the Maturity Date. You may terminate this rider apart from the Policy on any Policy anniversary on or after the [5th] Policy anniversary. Otherwise this rider and the corresponding charges will terminate on the Maturity Date.

Change of Ownership

We must approve any assignment or sale of this Policy unless under a court ordered assignment.

General Provisions

For purposes of this rider:

- A non-natural entity Owner must name an Annuitant and may name the Annuitant's spouse as a Joint Annuitant.
- An individual Owner must also be an Annuitant and may name his/her spouse as Joint Annuitant at issue.
- A Joint Owner must be the Owner's spouse.
- If you marry after issue, you may add your spouse as a Joint Owner and Joint Annuitant or as a Joint Annuitant only, subject to our approval.

For Genworth Life and Annuity Insurance Company,


[
Pamela S. Schutz
President

SERFF Tracking Number: *GEFA-125723620* *State:* *Arkansas*
Filing Company: *Genworth Life and Annuity Insurance Company* *State Tracking Number:* *39551*
Company Tracking Number: *P5409 05/08*
TOI: *A031 Individual Annuities - Deferred Variable* *Sub-TOI:* *A031.002 Flexible Premium*
Product Name: *LIP Solution*
Project Name/Number: *LIP Solution/P5404 05/08*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: GEFA-125723620 State: Arkansas
Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number: 39551
Company Tracking Number: P5409 05/08
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: LIP Solution
Project Name/Number: LIP Solution/P5404 05/08

Supporting Document Schedules

Review Status:
Satisfied -Name: Certification/Notice 07/07/2008
Comments:
Attachment:
ARcomp.pdf

Review Status:
Satisfied -Name: Variability 07/08/2008
Comments:
Attachment:
CertificationVariability.pdf

ARKANSAS CERTIFICATION

P5409 05/08, Guaranteed Minimum Withdrawal Benefit For Life Rider
P5410 05/08, Guaranteed Minimum Withdrawal Benefit For Life Rider
P5409DB 05/08, Guaranteed Minimum Withdrawal Benefit For Life Rider
P5410DB 05/08, Guaranteed Minimum Withdrawal Benefit For Life Rider

The Company certifies that we will maintain compliance with Rule and Regulation 19 (Unfair Sex Discrimination).

The Company certifies that we will maintain compliance with Rule and Regulation 49 (Life and Health Guaranty Association Notices).

The Company certifies that we will maintain compliance with requirements on Consumer Information Notices.

A Flesch score readability certification has not been included as these forms will be added to contracts that are regulated as a security by the Securities and Exchange Commission (SEC) and are not subject to readability requirements.

For Genworth Life and Annuity Insurance Company

A handwritten signature in cursive script, appearing to read "Paul Loveland".

Paul Loveland
Vice President Product Compliance

CERTIFICATION OF VARIABILITY

P5409 05/08, Guaranteed Minimum Withdrawal Benefit For Life Rider
P5409DB 05/08, Guaranteed Minimum Withdrawal Benefit For Life Rider
P5410 05/08, Guaranteed Minimum Withdrawal Benefit For Life Rider
P5410DB 05/08, Guaranteed Minimum Withdrawal Benefit For Life Rider

We have bracketed certain information within the above-mentioned forms and addressed the rider information that would appear on the data pages, to indicate variability. We certify that these forms will never reflect a lesser benefit or amount than what your state mandates. We certify that the ranges for the bracketed items contained in the riders and sample data pages for the riders are as follows:

P5409 05/08, Guaranteed Minimum Withdrawal Benefit For Life Rider
P5410 05/08, Guaranteed Minimum Withdrawal Benefit For Life Rider

Opening Paragraph (page 1): Termination of rider will be no less than the 1st or more than 10th Contract anniversary.

Withdrawal Limit (page 2): The Contract Value referred to in this provision is reduced to no less than \$100.00 and no more than \$1,000.00.

Purchase Payment Benefit Amount (page 2): If no withdrawals are taken prior to the later of the 5th but no more than the 10th Contract Anniversary and the date the older Annuitant turns no less than age 65 and no more than age 85, the Purchase Payment Benefit Amount will equal the sum of (a) plus (b) where (a) is no less than 100% and no more than 200% of Purchase Payments made in no less than the first Contract year and no more than the 10th Contract year.

Roll-Up Value (page 3): The Roll-up Value will continue to increase until the date of the first withdrawal or the later of no less than the 5th and no more than the 10th Contract Anniversary and the date the older Annuitant turns no less than age 65 and no more than age 85.

Maximum Anniversary Value and Reset Information (page 3): Written request to terminate automatic resets must be received at least 15 days but not less than 1 day prior to the Contract Anniversary.

Reduction in Contract Value (page 4):

- The Contract Value is reduced to no less than \$100.00 and no more than \$1,000.00.
- The Annuity 2000 Mortality Table will be used. We reserve the right to change to an updated version of the Annuity Mortality Table at such time as it becomes available.
- The interest rate will never be less than 1.0% or more than 4.0%.
- The Withdrawal Limit will be no less than \$100.00 and no more than \$1,000.00.
- The monthly amount and payment will be no less than \$100.00 and no more than \$1,000.00.

Death Provisions (page 5):

- The minimum age will never be less than 20 and will not be more than 90.
- Home Office will be the location of where to send documents will appear. This will either be Home Office, Administrative Office or Service Center.

Rider Charge (page 5):

- The charge for the guaranteed minimum withdrawal benefit is calculated no less than monthly and no more than annually.
- The charge will be deducted no less than monthly and no more than annually.

When Rider is Effective (page 5):

- Termination of the rider can be made on or after no less than the 5th and no more than the 10th Contract Anniversary.

Officer Signature: Our current president's signature will appear.

P5409DB 05/08, Guaranteed Minimum Withdrawal Benefit For Life Rider
P5410DB 05/08, Guaranteed Minimum Withdrawal Benefit For Life Rider

Opening Paragraph (page 1): Termination of rider will be no less than the 1st or more than 10th Contract anniversary.

Withdrawal Limit (page 2): The Contract Value referred to in this provision is reduced to no less than \$100.00 and no more than \$1,000.00.

Purchase Payment Benefit Amount (page 2): If no withdrawals are taken prior to the later of the 5th but no more than the 10th Contract Anniversary and the date the older Annuitant turns no less than age 65 and no more than age 85, the Purchase Payment Benefit Amount will equal the sum of (a) plus (b) where (a) is no less than 100% and no more than 200% of Purchase Payments made in no less than the first Contract year and no more than the 10th Contract year.

Roll-Up Value (page 3): The Roll-up Value will continue to increase until the date of the first withdrawal or the later of no less than the 5th and no more than the 10th Contract Anniversary and the date the older Annuitant turns no less than age 65 and no more than age 85.

Maximum Anniversary Value and Reset Information (page 3):

Written request to terminate automatic resets must be received at least 15 days but not less than 1 day prior to the Contract Anniversary.

Reduction in Contract Value (page 4):

- The Contract Value is reduced to no less than \$100.00 and no more than \$1,000.00.
- The Annuity 2000 Mortality Table will be used. We reserve the right to change to an updated version of the Annuity Mortality Table at such time as it becomes available.
- The interest rate will never be less than 1.0% or more than 4.0%.
- The Withdrawal Limit will be no less than \$100.00 and no more than \$1,000.00.
- The monthly amount and payment will be no less than \$100.00 and no more than \$1,000.00.

Death Provisions (page 5):

- The minimum age will never be less than 20 and will not be more than 90.
- Home Office will be the location of where to send documents will appear. This will either be Home Office, Administrative Office or Service Center.

Rider Charge (page 6):

- The charge for the guaranteed minimum withdrawal benefit is calculated no less than monthly and no more than annually.
- The charge will be deducted no less than monthly and no more than annually.

When Rider is Effective (page 6):

- Termination of the rider can be made on or after no less than the 5th and no more than the 10th Contract Anniversary.

Officer Signature: Our current president's signature will appear.

THE FOLLOWING ITEMS WILL APPEAR ON THE CONTRACT DATA PAGES IN CONJUNCTION WITH THE RIDERS:

CHARGES section:

Benefit Base Charge - Rider:

- For single Annuitant Contracts, the charge will never be less than 0.60% and will not be more than 2.00%. Single Annuitant Contracts will have the single Annuitant charge and Joint Annuitant charge displayed on the Contract Data Pages because the charge may be increased if the Owner adds his/her spouse as a Joint Annuitant.
- For Joint Annuitant Contracts, the charge will never be less than 0.75% and will not be more than 2.50%. Joint Annuitant Contracts will only display the Joint Annuitant charge displayed on the Contract Data Pages.
- Maximum Rider Charge: This line will print in one of two ways. If Principal Protection Death Benefit is NOT selected, the maximum charge will show as 2.00%. If it is selected, the maximum charge will show as 2.50%.

Guaranteed Minimum Withdrawal Benefit For Life Rider section:

Minimum Issue Age: The minimum will never be less than 20 and will not be more than 90.

Withdrawal Factors: The factors will never be less than 1% and will not be more than 10%.

Last Roll-Up Date: This date will never be less than 0 years or more than 80 years from the Contract Date.

Daily Roll-Up Factor: This factor will never be less than 1% or more than 1.25%; annual factor will equate to the daily rate shown.

Daily Roll-Up Rate: This rate will never be less than 0.01% or more than 1.00%; annual roll-up rate will equate to the daily rate shown.

Maximum Reset Age: Never more than the last allowable annuity commencement date.

Investment Strategy Options - Designated Subaccounts or Designated Investment Subdivisions: The Subaccounts or Investment Subdivisions are bracketed to indicate that the available investment options may be added or deleted due to availability, based upon evaluation of the suitability of the fund, changes to the Investment Strategy and changes to the Asset Allocation model.

Asset Allocation Model: The table is bracketed to indicate that the available investment options and percentage requirements may be added or deleted due to availability, based upon evaluation of the suitability of the fund, changes to the Investment Strategy and changes to the Asset Allocation Model.

None of the above mentioned items will be bracketed when the contract is issued. Any change in the text that is marked as variable will only be effective for future issues. We certify that our use of variability will be administered in a uniform and non-discriminatory manner and will not result in unfair discrimination.

For Genworth Life and Annuity Insurance Company



Paul Loveland
Vice President, Product Compliance