

SERFF Tracking Number: GEFA-126399839 State: Arkansas  
Filing Company: Genworth Life Insurance Company State Tracking Number: 44266  
Company Tracking Number: GL3000 1109  
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium  
Variable  
Product Name: MVA Annuity - GLIC  
Project Name/Number: MVA Annuity - GLIC/GL3000 1109

## Filing at a Glance

Company: Genworth Life Insurance Company  
Product Name: MVA Annuity - GLIC  
TOI: A02I Individual Annuities- Deferred Non-  
Variable  
Sub-TOI: A02I.003 Single Premium  
Filing Type: Form

SERFF Tr Num: GEFA-126399839 State: Arkansas  
SERFF Status: Closed-Approved- State Tr Num: 44266  
Closed  
Co Tr Num: GL3000 1109 State Status: Approved-Closed  
Reviewer(s): Linda Bird  
Authors: Brenda Bond, Ronald Disposition Date: 12/09/2009  
Jackson  
Date Submitted: 12/08/2009 Disposition Status: Approved-  
Closed  
Implementation Date:

Implementation Date Requested: On Approval  
State Filing Description:

## General Information

Project Name: MVA Annuity - GLIC  
Project Number: GL3000 1109  
Requested Filing Mode: Review & Approval  
Explanation for Combination/Other:  
Submission Type: New Submission  
Overall Rate Impact:  
Filing Status Changed: 12/09/2009

Status of Filing in Domicile: Pending  
Date Approved in Domicile:  
Domicile Status Comments:  
Market Type: Individual  
Group Market Size:  
Group Market Type:  
Explanation for Other Group Market Type:  
State Status Changed: 12/09/2009  
Created By: Brenda Bond  
Corresponding Filing Tracking Number:

Deemer Date:  
Submitted By: Brenda Bond  
Filing Description:  
RE: Genworth Life Annuity Insurance Company  
NAIC Group 350, Company 70025

GL3000 1109, Individual Single Premium Deferred Annuity Contract with Market Value Adjustment  
GL3000DP 1109, Data Pages  
GL400E 1109, Waiver of Surrender Charge for Confinement to a Medical Care Facility Endorsement  
GL401E 1109, Waiver of Surrender Charge and MVA for Confinement to a Medical Care Facility Endorsement

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GL402E 1109, Free Withdrawal for Required Minimum Distribution Endorsement  
50160GL 12/2009, Individual Single Premium Deferred Annuity Application

The above forms are submitted for review and approval. These are new forms and they will not replace any existing forms. These forms are being filed for Genworth Life and Annuity Insurance Company. Under separate cover, similar forms are also being filed for Genworth Life Insurance Company.

GL3000 1109, Individual Single Premium Deferred Annuity Contract with Market Value Adjustment

This non-registered Single Premium Deferred Annuity Contract provides annuity payments to the Payee on the Annuity Date. The premium will be allocated to our general account. This product is a single premium deferred annuity with a Market Value Adjustment (MVA). The MVA may result in both upward and downward Surrender Value adjustments for withdrawals and surrenders. The MVA formula will use the Treasury Constant Maturity Series rates. All charges are reflected in the Contract. The Contract will be available in both the non-qualified and qualified markets.

The Contract will offer various initial Interest Guarantee Terms of which the owner will elect to apply the single premium to one of the terms. The initial guarantee terms offered may range from one to ten years. Prior to the end of the Guarantee Term, surrenders and withdrawals in excess of the free withdrawal amount are subject to surrender charge and MVA. At the end of the Initial Interest Guarantee Term, the contract holder has the option to surrender without a MVA or Surrender Charge or elect another guarantee term. A new surrender schedule and MVA will apply for the new guarantee term.

GL400E 1109, Waiver of Surrender Charge for Confinement to a Medical Care Facility Endorsement

This endorsement provides a waiver the surrender charge for one or more withdrawals if the Owner or any Joint Owner is confined in a medical care facility. There is no charge for this endorsement. This endorsement will be available only at issue of the Contract.

GL401E 1109, Waiver of Surrender Charge And MVA for Confinement to a Medical Care Facility Endorsement

This endorsement provides a waiver of the surrender charge and the MVA for one withdrawal if the Owner or any Joint Owner is confined in a medical care facility. There is no charge for this endorsement. This endorsement will be available only at issue of the Contract.

Only one of the above Waiver endorsements will be available at any one time.

GL402E 1109, Free Withdrawal For Required Minimum Distribution Endorsement

This endorsement provides a waiver of surrender charge for required minimum distributions (RMDs) from qualified accounts if the RMD amount is in excess of the free withdrawal amount. There is no charge for this endorsement. The endorsement will be available only at issue.

<i>SERFF Tracking Number:</i>	<i>GEFA-126399839</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Genworth Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>44266</i>
<i>Company Tracking Number:</i>	<i>GL3000 1109</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.003 Single Premium</i>
<i>Product Name:</i>	<i>MVA Annuity - GLIC</i>		
<i>Project Name/Number:</i>	<i>MVA Annuity - GLIC/GL3000 1109</i>		

**50160GL 12/2009, Individual Single Premium Deferred Annuity Application**

The application may be used with the submitted contract and any other similar approved contract.

In an effort to provide distributors with more uniformity in the sales process, NAVA engaged a number of contributors across the industry, including the Genworth family of companies, to develop annuity applications with a common form and order. The application may be used in both paper and electronic formats. The electronic version may be used initially in conjunction with a pilot project intended as the first phase of implementing the NAVA Straight-Through Processing (STP) Initiative. NAVA is making efforts to meet with representatives in each jurisdiction to discuss the STP Initiative.

This product will be marketed by licensed agents and brokers to individuals through traditional distribution systems as well as to customers of financial institutions. There is no special market intended. The issue ages for the Contract are 0 to 85. There are no innovative or unique features in any of the forms.

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

**Company and Contact**

**Filing Contact Information**

Brenda Bond, Contract Analyst	brenda.bond@genworth.com
6610 W Broad Street	804-922-5133 [Phone]
RI&I - 3rd Floor	804-281-6916 [FAX]
Richmond, VA 23230	

**Filing Company Information**

Genworth Life Insurance Company	CoCode: 70025	State of Domicile: Delaware
6610 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: 91-6027719	

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**Filing Fees**

SERFF Tracking Number: GEFA-126399839 State: Arkansas  
Filing Company: Genworth Life Insurance Company State Tracking Number: 44266  
Company Tracking Number: GL3000 1109  
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium  
Variable  
Product Name: MVA Annuity - GLIC  
Project Name/Number: MVA Annuity - GLIC/GL3000 1109

Fee Required? Yes  
Fee Amount: \$250.00  
Retaliatory? Yes  
Fee Explanation: 5 X 50  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Genworth Life Insurance Company	\$250.00	12/08/2009	32561961





SERFF Tracking Number: GEFA-126399839 State: Arkansas  
 Filing Company: Genworth Life Insurance Company State Tracking Number: 44266  
 Company Tracking Number: GL3000 1109  
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium  
 Variable  
 Product Name: MVA Annuity - GLIC  
 Project Name/Number: MVA Annuity - GLIC/GL3000 1109

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document (revised)	Variability		Yes
Supporting Document	Variability	Replaced	Yes
Supporting Document	Annual Report		Yes
Supporting Document	Fee Form		Yes
Form	Individual Single Premium Deferred Annuity Contract with Market Value Adjustment		Yes
Form	Waiver of Surrender Charge for Confinement to a Medical Care Facility Endorsement		Yes
Form	Waiver of Surrender Charge and MVA for Confinement to a Medical Care Facility Endorsement		Yes
Form	Free Withdrawal for Required Minimum Distribution Endorsement		Yes
Form	Individual Single Premium Deferred Annuity Application		Yes
Form	Data Pages		Yes

*SERFF Tracking Number:* GEFA-126399839      *State:* Arkansas  
*Filing Company:* Genworth Life Insurance Company      *State Tracking Number:* 44266  
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*TOI:* A021 Individual Annuities- Deferred Non-      *Sub-TOI:* A021.003 Single Premium  
Variable  
*Product Name:* MVA Annuity - GLIC  
*Project Name/Number:* MVA Annuity - GLIC/GL3000 1109

**Amendment Letter**

Submitted Date: 12/08/2009

**Comments:**

There was an incorrect company name on our Statement of Variability. Revised SOV has been attached.

**Changed Items:**

**Supporting Document Schedule Item Changes:**

**User Added -Name: Variability**

Comment:

COV\_GL3000.pdf

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## Form Schedule

### Lead Form Number: GL3000 1109

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	GL3000 1109	Policy/Cont Individual Single ract/Fratern Premium Deferred al Annuity Contract with Certificate: Market Value Amendmen Adjustment t, Insert Page, Endorseme nt or Rider	Initial		51.000	GL3000_1109.pdf
	GL400E 1109	Policy/Cont Waiver of Surrender ract/Fratern Charge for al Confinement to a Certificate: Medical Care Facility Amendmen Endorsement t, Insert Page, Endorseme nt or Rider	Initial		50.200	GL400E_1109.pdf
	GL401E 1109	Policy/Cont Waiver of Surrender ract/Fratern Charge and MVA for al Confinement to a Certificate: Medical Care Facility Amendmen Endorsement t, Insert Page, Endorseme nt or Rider	Initial		50.200	GL401E_1109.pdf
	GA402E 1109	Policy/Cont Free Withdrawal for ract/Fratern Required Minimum al Distribution	Initial		50.800	GL402E_1109.pdf

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 Product Name: MVA Annuity - GLIC  
 Project Name/Number: MVA Annuity - GLIC/GL3000 1109

Certificate: Endorsement  
 Amendmen  
 t, Insert  
 Page,  
 Endorseme  
 nt or Rider

50160GA	Application/Individual Single	Initial	50.000	50160GL_122
12/2009	Enrollment Premium Deferred			009.pdf
	Form Annuity Application			
GL3000DP	Data/DeclarData Pages	Initial	0.000	GL3000DP_1
1109	ation Pages			109.pdf

# INDIVIDUAL SINGLE PREMIUM DEFERRED ANNUITY CONTRACT WITH MARKET VALUE ADJUSTMENT

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**Please read your Contract carefully.** This annuity is a legal contract between the Owner (“you” or “your”) and Genworth Life Insurance Company (the “Company,” “we,” “us” or “our”). We have issued this Contract in consideration of payment of the Single Premium. We agree to make Income Payments beginning on the Annuity Date.

**BENEFITS AND VALUES UNDER THIS CONTRACT MAY BE ADJUSTED UPWARD OR DOWNWARD BY THE APPLICATION OF A MARKET VALUE ADJUSTMENT FORMULA. SEE THE MARKET VALUE ADJUSTMENT PROVISION FOR A DESCRIPTION OF THE FORMULA.**

**Right to Examine:** You may return this Contract to our Administrative Office within 20 days after its receipt (30 days if the Contract was issued as a replacement contract) for a refund of the Single Premium less any previous withdrawals. If you do, we will treat the Contract as if it had never been issued.

This contract is issued in [State of Issue].

The telephone number for the State Insurance Department is [123-456-7890]

Information concerning your annuity benefits and provisions may be obtained at any time by writing to our Administrative Office.

For Genworth Life Insurance Company,

[   
PAMELA S. SCHUTZ]  
PRESIDENT

[   
THOMAS E. DUFFY]  
SECRETARY

## GENWORTH LIFE INSURANCE COMPANY

INDIVIDUAL SINGLE PREMIUM DEFERRED  
ANNUITY CONTRACT WITH MARKET VALUE ADJUSTMENT  
NONPARTICIPATING STOCK COMPANY  
CUSTOMER SERVICE TELEPHONE [(800) 352-9910]  
ADMINISTRATIVE OFFICE:  
[3100 Albert Lankford Rd.  
Lynchburg, VA 24501-4948]



Contract Number: [000000000]

Schedule of Benefits

Single Premium: [\$25,000.00]  
Minimum Single Premium Payment: [\$25,000.00]  
Maximum Cumulative Premium Payment for all Contracts: [\$2,000,000.00]  
Minimum Contract Value Requirement: [Contract Value After The Withdrawal Not Less Than \$10,000.00]  
Initial Guarantee Term: [1-10 Years]  
Annuity Commencement Date: [May 1, 2070]  
Initial Base Interest Rate: [4.00%]  
Minimum Guaranteed Interest Rate: [1.5%]  
Nonforfeiture Interest Rate: [1.5%]  
Minimum Guaranteed Surrender Value Percentage: 87.5%  
Additional Interest Rate:  
    First Contract Year of Initial Term: [4.00%]  
    Remaining Period of Additional Term (If Applicable): [3.00%]  
Premium Tax Rate (If Applicable): [0.00%]  
Market Value Adjustment Index: [The U.S. Treasury Constant Maturity Series]

Riders/Endorsements:

[Waiver of Surrender Charge for Confinement to  
A Medical Care Facility Endorsement]  
    [Benefit Eligibility Date May 1, 2011]  
    [Withdrawal Percentage 0.00%]

[Waiver of Surrender Charge and MVA for Confinement to  
A Medical Care Facility Endorsement]  
    [Benefit Eligibility Date May 1, 2011]  
    [Withdrawal Percentage 0.00%]

Contract Number: [000000000]

Table of Surrender Charges for Initial Guarantee Term

Guarantee Term	Surrender Charge Percentage									
	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10
1	9%*									
2	9%	8%*								
3	9%	8%	7%*							
4	9%	8%	7%	6%*						
5	9%	8%	7%	6%	5%*					
6	9%	8%	7%	6%	5%	4%*				
7	9%	8%	7%	6%	5%	4%	3%*			
8	9%	8%	7%	6%	5%	4%	3%	2%*		
9	9%	8%	7%	6%	5%	4%	3%	2%	1.5%*	
10	9%	8%	7%	6%	5%	4%	3%	2%	1.5%	0.75%*

Surrender Charges Upon Renewal of Guarantee Term

Guarantee Term	Surrender Charge Percentage									
	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10
1	8.1%*									
2	8.1%	7.2%*								
3	8.1%	7.2%	6.3%*							
4	8.1%	7.2%	6.3%	5.4%*						
5	8.1%	7.2%	6.3%	5.4%	4.5%*					
6	8.1%	7.2%	6.3%	5.4%	4.5%	3.6%*				
7	8.1%	7.2%	6.3%	5.4%	4.5%	3.6%	2.7%*			
8	8.1%	7.2%	6.3%	5.4%	4.5%	3.6%	2.7%	2%*		
9	8.1%	7.2%	6.3%	5.4%	4.5%	3.6%	2.7%	2%	1.5%*	
10	8.1%	7.2%	6.3%	5.4%	4.5%	3.6%	2.7%	2%	1.5%	0.75%*

\* During the last 30 days of a Guarantee Term, the surrender charge percentage is 0%.

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Riders and endorsements follow page 20.	

## DEFINITIONS

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**Additional Interest Rate** – An interest rate in addition to the Base Interest Rate that we may declare for a minimum period of twelve months.

**Administrative Office** – Our Administrative Office that is located at the address shown on the Contract cover page.

**Annuitant / Joint Annuitant** – The person(s) whose gender at birth and age are used to determine the amount of the payments on the Annuity Date.

**Annuity Commencement Date** – The date, as shown on the Data Pages on which monthly income benefits are scheduled to begin if any Annuitant is living.

**Annuity Date** – The date on which monthly income benefits begin or the date Contract Value proceeds are applied to an Optional Payment Plan. The Annuity Date must be at least thirteen months after the Effective Date.

**Base Interest Rate** – The interest rate we declare for each Guarantee Term.

**Beneficiary** – Unless otherwise provided by this Contract, the person(s) or entity you name to receive a death benefit.

**Code** – The Internal Revenue Code of 1986, as amended.

**Company** – Genworth Life Insurance Company (also referred to as "we", "us" or "our").

**Contingent Beneficiary** – Unless otherwise provided by this Contract, the person(s) or entity you name to receive a death benefit if no Beneficiary is living.

**Contract** – This annuity contract with any attached riders and endorsements.

**Contract Value** – The amount in your Contract on any specific day prior to the Annuity Date.

**Contract Year** – A one-year period of time beginning on the Effective Date and ending on the day before the anniversary of the Effective Date, and each one-year period thereafter.

**Effective Date** – The date the Contract is issued and becomes effective. The Effective Date is shown on the Data Pages.

**Guarantee Term** – The number of year(s) for which each Base Interest Rate is declared.

**Income Payment** – One of a series of payments made under an Optional Payment Plan or the monthly income benefit as provided in this Contract.

**Joint Owner** – The person or entity named who may also exercise the ownership rights stated in this Contract. If a Joint Owner is named, “you” and “your” refers to both the Owner and the Joint Owner.

**Market Value Adjustment (MVA)** – A positive or negative adjustment that may be made to a surrender or withdrawal.

**Minimum Guaranteed Surrender Value** – The minimum amount payable on the surrender of this Contract.

**Optional Payment Plan** – A plan where some or all of a death benefit or Contract Value is applied to provide Income Payments to a Payee.

**Owner** – The person or entity entitled to exercise the ownership rights stated in the Contract. “you” and “your” refers to the Owner.

**Payee** – The person or entity who receives Income Payments.

**Settlement Age** – The Annuitant's age as of his or her last birthday on the date Income Payments begin, minus an age adjustment from the Maximum Age Adjustment Table. A Settlement Age is determined for each Annuitant and Joint Annuitant, if applicable.

**Single Premium** – The payment received by us and applied to this Contract. The payment must be received in United States dollars.

**Surrender Value** – The amount payable on the surrender of this Contract.

## **GENERAL PROVISIONS**

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### **Entire Contract**

This annuity is a legal Contract between you and us. The Contract and any attached riders and endorsements are the entire Contract. An agent cannot change this Contract. Any change to the Contract must be in writing and approved by us. Only an authorized officer can give our approval. **READ THIS CONTRACT CAREFULLY.**

## **Income Tax Qualification**

This Contract is intended to qualify for tax treatment as an annuity contract under Section 72 of the Code. The Contract provisions will be interpreted with this intent. We reserve the right to amend this Contract as needed to maintain its tax status under the Code. We will send you a copy of any amendment.

## **Statement of Values**

At least once each year, we will mail a Contract statement to you without charge. The statement will be mailed within 30 days of the statement date and shall provide at least the following information:

- the beginning and end dates of the current statement period;
- the Contract Value, if any, at the beginning of the current statement period and at the end of the current statement period;
- the amounts that have been added to or subtracted from the Contract Value during the current statement period. The added and subtracted amounts will be identified by type;
- the Surrender Value, if any, at the end of the current statement period.

The Contract statement shall indicate the Contract Value prior to the application of the MVA formula. In addition, the Contract statement shall indicate the MVA amount used to determine the Surrender Value.

The first Contract statement each year will be free of charge; Additional Contract statements may be made available upon request, but thereafter, a fee of up to \$25 may be charged for each request. You are responsible for verifying the information on each statement and notifying us of any errors within 30 days after its receipt.

## **Minimum Benefits**

Any benefits provided under this Contract will not be less than the minimum benefits required by the National Association of Insurance Commissioners' Standard Nonforfeiture Law for Deferred Annuities, model #805, or as amended.

## **Evidence of Death, Age, Gender, Martial Status or Survival**

We will require proof of death, age, gender, marital status, or survival and other documentation satisfactory to us before we act on Contract provisions relating to the death of any person(s), or those that are dependent upon age, gender, marital status or survival.

## **Incontestability**

We will not contest this Contract after the Effective Date.

## **Misstatement of Age or Gender**

If any person's age or gender is misstated, any Contract benefits or proceeds will be determined using the correct age and gender. Any overpayments, including interest at a rate of 3% on the overpayment amount, will be recovered by reducing future payments. We will pay in full any underpayments, including interest at a rate of 3%, on the underpayment amount.

## **Premium Tax**

Premium tax rates and rules vary by state and may change. We reserve the right to deduct any such tax either from your Single Premium payment when received or from benefits when later paid. Benefits include payments resulting from surrender, withdrawal, Income Payments and death. The premium tax rate shown on the Data Pages is the rate that was in effect in your state on the Effective Date.

## **Nonparticipating**

This Contract is nonparticipating. It does not share in our profits or surplus. No dividends are payable.

## **Written Notice**

All written notices including proof of death must be sent to our Administrative Office in a form satisfactory to us. All notices must include your name and the Contract number. We will not rescind any actions taken prior to our receipt of a valid change request. We will send all correspondence relating to your Contract to the last known address of record.

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## **OWNER, ANNUITANT, BENEFICIARY AND PAYEE**

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### **Owner**

The Owner is the person or entity named who may surrender the Contract and amend or modify the Contract with our consent. The Owner may exercise all other rights and benefits granted under this Contract.

### **Joint Owner**

A Joint Owner may be named. The Joint Owner has an undivided interest in the Contract with the same ownership rights as the Owner. Either the Owner or the Joint Owner may act independently without the consent of the other. The Joint Owner and the Owner share ownership equally with the right of survivorship. If either the Owner or Joint Owner dies, the decedent's interest in the Contract will pass to the survivor, subject to the **Death Benefit** section.

### **Annuitant**

An Annuitant must be named and may be a person other than the Owner. The Annuitant is the person whose age and gender determine the amount of Income Payments on the Annuity Date. The Annuitant may be changed prior to the Annuity Date with our consent. If the Annuitant dies before the Annuity Date and the Owner and Annuitant are different individuals, the Owner will become the new Annuitant.

A Joint Annuitant may be named. If the Joint Annuitant dies before the Annuity Date, your selected payment option will change to a single Annuitant plan unless you name a new Joint Annuitant.

## **Beneficiary**

One or more Beneficiaries or Contingent Beneficiaries may be named in an application for this Contract or by sending a written notice to our Administrative Office. Disposition of the Contract upon your death is described in the **Death Benefit** section.

## **Trust as Owner or Beneficiary**

If a trust is named as the Owner or Beneficiary of this Contract and subsequently exercises ownership rights or claims benefits under the Contract, we will have no obligation to verify that a trust is in effect. We will have no obligation to verify that the trustee is acting within the scope of his/her authority. Payment of any benefits to the trustee or trust will release us from all obligations under the Contract to the extent of the payment. When we make a payment we will have no obligation to ensure that such payment is applied according to the terms of the trust agreement.

## **Payee**

The named person or entity who receives Income Payments. The designation of an irrevocable Payee will be treated as a change in ownership.

## **Changing the Named Parties**

You may request a change in the Annuitant or Joint Annuitant at any time prior to the Annuity Date. Any change to the Annuitant or Joint Annuitant may be subject to our approval. An Annuitant cannot be changed for any contract owned by an entity. Both the Owner and any Joint Owner must sign a request for a change in ownership prior to the Annuity Date. Any change of ownership may cause a taxable event. You may change the Beneficiary and Contingent Beneficiary at any time prior to the Annuity Date, unless such designations were irrevocable. If a Beneficiary designation was indicated as irrevocable then such designation cannot be changed or revoked without such Beneficiary's written consent. You may change the Payee with our consent.

Any change to a named party may be made by sending written notice, in a form satisfactory to us, to our Administrative Office. Upon receipt and recording, the change will take effect as of the date the written notice was signed, whether or not you are living at the time of receipt. The change will take effect without further liability as to any payment or settlement made by us before such change is recorded at our Administrative Office.

The new Owner or Joint Owner is subject to the terms and conditions of the Contract and the new Owner or Joint Owner must be acceptable to us.

## **Assignment**

You may assign some or all of your rights under the Contract with our prior consent, unless such assignment violates state or Federal Law. This Contract may be assigned as collateral security for a loan. Your rights and the rights of a Beneficiary may be affected by an assignment. A request for an assignment must be in writing and sent to our Administrative Office. An assignment must occur before the Annuity Date. Once our Administrative Office

approves and records the assignment, it will become effective as of the date the written notice was signed.

We are not responsible for the validity or tax consequences of any assignment. We are not liable to the assignee for any payment or settlement made under this Contract before the assignment is recorded. Assignments will not be approved and recorded until our Administrative Office receives sufficient direction from you and the assignee regarding the proper allocation of Contract rights.

### **Exercising any Ownership Rights**

To exercise any ownership rights, you must send a written notice to our Administrative Office in a form acceptable to us.

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## **PREMIUM PAYMENT**

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### **Single Premium**

Your Single Premium, shown on the Data Pages, established this annuity. Your Single Premium is allocated to and is part of our general account. The assets of our general account are chargeable with liabilities arising out of any business we may conduct.

This Contract will continue until all values are distributed.

### **Single Premium Limitations**

The Single Premium may be made in any amount, subject to the limitations stated below. We reserve the right to not accept any premium payment that would cause the total of all premium payments under all annuity and life insurance contracts issued by us or one of our affiliated companies on the life of any one owner, or annuitant if any owner is an entity, to exceed the maximum cumulative Premium payment for all contracts as shown on the Data Pages.

If the Single Premium is received in one or more tax-deferred transactions, we reserve the right not to accept any amount received after 60 days from the date you applied for this Contract.

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## **CREDITING INTEREST**

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### **Interest**

We will credit interest to your Contract compounded daily at rates we declare periodically. All interest rates we declare are effective annual interest rates.

### **Minimum Guaranteed Interest Rate**

The interest rate we credit to your Contract will never be less than the minimum guaranteed interest rate shown on the Data Pages.

### **Nonforfeiture Interest Rate**

The nonforfeiture interest rate, as shown on the Data Pages, is used to determine the Minimum Guaranteed Surrender Value. In no event will the interest rate be less than the minimum required by the law of the state in which the Contract is issued.

### **Initial Base Interest Rate**

The Single Premium will be credited with a Base Interest Rate for a Guarantee Term. The initial Base Interest Rate for the Single Premium for the initial Guarantee Term is shown on the Data Pages.

### **Additional Interest Rate**

We may from time to time credit an Additional Interest Rate(s). The interest rate credited under the Contract will be the Base Interest Rate plus the Additional Interest Rate, if any. Additional interest may be declared solely at our discretion based upon certain factors such as the age of the Contract, the size of the Contract, or duration of the Guarantee Term. Any Additional Interest Rate declared will be for a period of at least one year. If applicable, the Additional Interest Rate for your Single Premium and the period of time for which it applies are shown on the Data Pages.

### **Guarantee Terms**

The Guarantee Term is the number of years for which a Base Interest Rate is guaranteed.

During the last 30 days of each Guarantee Term you may elect a new Guarantee Term from those we offer at that time. Transfers will be processed at the end of the current Guarantee Term. Once you have elected a new Guarantee Term the election cannot be changed. If you do not notify us in writing of your election before the end of the current Guarantee Term, a subsequent Guarantee Term of the same duration as your current Guarantee Term will apply. If we do not offer your current Guarantee Term, a subsequent Guarantee Term of the next shortest term will apply. If there is no shorter Guarantee Term, the subsequent Guarantee Term will be the shortest Guarantee Term that we then offer. If you are age 86 or older during the last 30 days of your Guarantee Term and you do not notify us in writing of your election before the end of the current Guarantee Term, your new Guarantee Term will automatically be a one year Guarantee Term.

If your chosen Guarantee Term would expire after the Annuity Commencement Date, your new Guarantee Term will be the longest Guarantee Term we offer that expires on or before the Annuity Commencement Date.

If your Contract is continued for another Guarantee Term, the MVA and applicable surrender charges as shown on the Data Pages will apply during the new Guarantee Term.

## **CONTRACT VALUES**

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### **Contract Value**

The Contract Value is equal to (a) plus (b) minus (c) minus (d), where:

- (a) is the Single Premium;
- (b) is interest credited;
- (c) is the sum of withdrawals (including any applicable surrender charges, any MVA applied and amounts applied toward an Optional Payment Plan); and
- (d) is any applicable premium tax charge.

The Contract Value will never be less than the Minimum Guaranteed Surrender Value.

### **Surrender Charge**

All or part of the amount withdrawn or surrendered may be subject to a surrender charge. The surrender charge is the lesser of (a) and (b), where:

- (a) is the percentage of the amount withdrawn or surrendered, less any remaining free withdrawal amount up to the amount withdrawn or surrendered; and
- (b) is the Contract Value minus the Minimum Guaranteed Surrender Value.

### **Surrender at the end of the Guarantee Term**

During the last 30 days of each Guarantee Term you may elect to surrender the Contract. The surrender charge and MVA are zero during those 30 days.

### **Surrender**

You may surrender this Contract by sending the Contract and a written notice to our Administrative Office. We must receive the request before the Annuity Date. The amount payable is the greater of (a) or (b), where:

- (a) is the Contract Value less any surrender charge and any applicable premium tax charge plus any MVA as of the date we receive the request; and
- (b) is the Minimum Guaranteed Surrender Value as of the date we receive the request.

### **Minimum Guaranteed Surrender Value**

The Minimum Guaranteed Surrender Value will be equal to (a) multiplied by (b) plus (c) minus (d) minus (e), where:

- (a) is the Single Premium;
- (b) is the Minimum Guaranteed Surrender Value percentage as shown on the Data Pages;
- (c) is interest credited at the Nonforfeiture Interest Rate;
- (d) is the amount paid on any and all withdrawals; and
- (e) is any applicable premium tax charge.

If the Minimum Guaranteed Surrender Value is reduced because of withdrawals and or applicable premium tax charge, any subsequent interest will be credited on the decreased amount of the Minimum Guaranteed Surrender Value.

## Withdrawal

You may take a withdrawal from the Contract Value before the Annuity Date. The amount payable will be the amount of the withdrawal, less any surrender charge, less any applicable premium tax charge and plus any MVA as of the date we receive your request.

The minimum Contract Value required after the withdrawal is shown on the Data Pages. This amount must remain in your Contract after any withdrawal is made. Any requested withdrawal that would cause this minimum not to be satisfied will not be allowed.

## Free Withdrawal

You may withdraw up to the free withdrawal amount without a surrender charge or a MVA. The free withdrawal amount is any interest credited during the twelve-month period prior to the withdrawal date that has not been previously withdrawn. You may take systematic withdrawals of the free withdrawal amount if the systematic withdrawal program is offered.

You may not take more than twelve withdrawals in any Contract Year to obtain the free withdrawal amount. Surrender charges and a MVA may apply to any amount withdrawn in excess of the free withdrawal amount and to the entire amount of any withdrawals after the twelfth withdrawal.

## Transactions Subject to Market Value Adjustment

Except as listed below, all transactions will be subject to a MVA. The MVA may result in either an upward or downward adjustment.

A MVA will not apply to the following transactions:

- commencement of Income Payments;
- payment of the free withdrawal amount;
- return of a Contract during the Right to Examine period; and
- payment of a death benefit.

## Market Value Adjustment Factor

The MVA factor used to determine the MVA is:

$$(i - j) \times n$$

- n = the number of full and partial years remaining in the current Guarantee Term
- i = the index rate, for the number of years in the current Guarantee Term applicable at the beginning of the current Guarantee Term.
- j = the index rate, for the number of years in the current Guarantee Term applicable on the date of the transaction.

## Market Value Adjustment Index Rate

The index rate(s) are based on Treasury Constant Maturity Series rates calculated by the U.S. Department of the Treasury. The Treasury Constant Maturity Series rate used is the rate for the number of years in the current Guarantee Term.

At least once each month, we will calculate the index rate(s) based on the Treasury Constant Maturity Series rates equal to the number of years in the current Guarantee Term using the average for a period we determine. The index rate used for “i” or “j” will be the index rate that we have most recently calculated prior to the beginning of the current Guarantee Term or prior to the date of the transaction, as applicable.

If the U.S. Department of the Treasury:

- does not calculate a Treasury Constant Maturity Series rate for the number of years in the current Guarantee Term, a linear interpolation will be used. The rate for “i” and “j” will be a linear interpolation of the rates for the Treasury Constant Maturity Series immediately preceding and immediately following the number of years in the current Guarantee Term.
- calculates Treasury Constant Maturity Series rates only for a number of years greater than the number of years in the current Guarantee Term, the rate used for “i” and “j” will be calculated using the Treasury Constant Maturity Series rate for the fewest number of years that is calculated.
- calculates Treasury Constant Maturity Series rates only for a number of years less than the number of years in the current Guarantee Term, the rate used for “i” and “j” will be calculated using the Treasury Constant Maturity Series rate for the greatest number of years that is calculated.
- does not calculate Treasury Constant Maturity Series rates, we will determine the appropriate index rates to be used.

### **Discontinuation of or Substantial Change to an Index**

If the Treasury Constant Maturity Series Rate is discontinued or if the calculation of the index is changed substantially, we may substitute a comparable index. Before a substitute index is used, we will notify the Owner and any irrevocable assignee of the substitution.

### **Market Value Adjustment Calculation**

The MVA will be equal to (a) multiplied by (b), where:

- (a) is the amount of the Contract Value being surrendered or withdrawn as of the date of the transaction less any free withdrawal amount;
- (b) is the MVA factor.

The maximum MVA, both positive and negative, is equal to the lesser of (a) and (b), where:

- (a) is the surrender charge as of the date of the transaction; or
- (b) is (i) minus (ii) minus (iii), where:
  - (i) is the Contract Value;
  - (ii) is the surrender charge; and
  - (iii) is the Minimum Guaranteed Surrender Value.

### **Amount Payable for Surrender or Withdrawal**

The amount payable for a surrender will be (a) minus (b), plus (c), where:

- (a) is the Contract Value as of the date of the surrender;
- (b) is the total of any surrender charge and any applicable premium tax charge; and
- (c) is any MVA.

The amount payable for a surrender will never be less than the Minimum Guaranteed Surrender Value.

The amount payable for a withdrawal will be (a) minus (b), plus (c), where:

- (a) is the withdrawal amount;
- (b) is the total of any surrender charge and any applicable premium tax charge; and
- (c) is any MVA.

### **Postponement of Payments**

We reserve the right to postpone payment of any withdrawal or surrender amount for up to six months. We will not postpone payment if we are required by law to pay earlier.

We have the right to postpone payment that is derived from any amount recently paid to us by check or draft. We will make payment when we are satisfied the check or draft has been paid by the bank on which it is drawn.

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## **DEATH BENEFIT**

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### **Death Benefit When Death Occurs Before Annuity Date**

The death benefit is the Contract Value as of the date we receive proof of death. Interest will be paid with the death benefit as required by state law.

### **When Distribution of Death Benefit Is Required**

In certain circumstances, federal tax law requires that distributions be made under this Contract. Except as described below, a distribution is required at the first death of an Owner or Joint Owner; or the Annuitant or Joint Annuitant if the Owner or Joint Owner is a corporation, a partnership or any other entity that the Code classifies as a non-natural person.

### **Proof of Death**

We must receive proof of death in a form acceptable to us before we pay the death benefit.

Proof of death includes both:

- (1) *Certification of Death*: a certified copy of a death certificate or certified copy of a decree from a court of competent jurisdiction stating the finding of death; and
- (2) *Written Instructions*: written instructions in a form acceptable to us on how to pay the death benefit.

Proof of death will have been received on the date when we have both the certification of death and written instructions. If we have certification of death, but no written instructions, proof of death will be deemed to have been received on the 30<sup>th</sup> day after the date of receipt of the certification of death.

If multiple Beneficiaries are entitled to receive the death benefit, we must have written instructions from each Beneficiary.

## **Designated Beneficiary When Death Occurs Before Annuity Date**

At the first death of (a) or (b), where:

- (a) is an Owner or Joint Owner, and
- (b) is the Annuitant or Joint Annuitant if the Owner or Joint Owner is an entity that the Code classifies as a non-natural person,

all members of the class first listed below having a member alive or in existence on the date of that death are designated beneficiaries:

- (1) Owner and/or Joint Owner;
- (2) Beneficiary named by you;
- (3) Contingent Beneficiary named by you; or
- (4) Owner's and/or Joint Owner's estate.

All surviving owners will be the designated beneficiaries of this Contract, without regard to any Beneficiary selections made by you.

If you named one or more Beneficiaries, any death benefit they receive will be paid in equal shares to those surviving the deceased person, unless you have requested otherwise. If no Beneficiaries survive the deceased person and you named one or more Contingent Beneficiaries, any death benefit they receive will be paid in equal shares to those surviving the deceased person, unless you request otherwise.

The designated beneficiary may choose one of the payment choices below, subject to the distribution rules stated below. The distribution rules will be applied as if each designated beneficiary's portion were a separate contract.

## **Distribution Rules When Death Occurs Before Annuity Date**

*If the designated beneficiary is the surviving spouse* of the deceased person, the surviving spouse may receive the death benefit under one of the payment choices listed below, or instead continue the Contract as the new Owner subject to all its terms and conditions. If the deceased person was an annuitant and if the surviving spouse continues the Contract, the surviving spouse will become the new Annuitant replacing any other surviving annuitant. At the death of the surviving spouse, this Contract continuation provision may not be used again. The provision below entitled "*If the designated beneficiary is not the surviving spouse*" must be used instead.

*If the designated beneficiary is not the surviving spouse* of the deceased person, this Contract cannot be continued indefinitely. Instead, after the date of death payments must be made to, or for the benefit of, the designated beneficiary under one of the payment choices listed below.

*For all beneficiaries*, if no choice is made by the designated beneficiary within 30 days following receipt of certification of death, we will pay the death benefit as a lump sum within the earlier of five years of the date of death or 60 days following receipt of certification of death.

If the designated beneficiary dies before the entire death benefit has been distributed or has been applied to an Optional Payment Plan, we will pay in a lump sum payment any death benefit still remaining to the person named by the designated beneficiary or, if no person is so named, to the designated beneficiary's estate.

## Payment Choices

- (1) Apply the death benefit, within 30 days of receipt of certification of death, to provide Income Payments under Optional Payment Plan 1. The first Income Payment must be made no later than one year after the date of death. The certain period must not exceed the designated beneficiary's life expectancy as determined by the Internal Revenue Service. The designated beneficiary becomes the Owner and Annuitant under the Optional Payment Plan provisions.
- (2) Receive the death benefit in one lump sum payment upon receipt of proof of death.
- (3) Receive the death benefit at any time during the five-year period following the date of death. At the end of that five-year period, we will pay in a lump sum payment any death benefit still remaining. If the designated beneficiary elects to defer receipt of the death benefit, we will credit interest at a rate declared at our discretion. Subject to our consent and the conditions in payment choice (1) above, any remaining death benefit may be applied to obtain Income Payments under Optional Payment Plan 1.

Under payment choices (2) and (3), this Contract will terminate upon payment of the entire proceeds.

## Distribution Rules When Death Occurs After Annuity Date

If any Owner or Annuitant dies after Income Payments have begun, payments will be made as stated in the **Monthly Income Benefit** section. These payments will be distributed at least as rapidly as under the method of distribution being used as of the date of death.

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## MONTHLY INCOME BENEFIT

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### Monthly Income

We will pay you, unless another Payee is designated, a monthly income as described below beginning on the Annuity Commencement Date. Alternatively, if we receive your request prior to the Annuity Commencement Date you may take the Contract Value in a lump sum on the Annuity Commencement Date. If we pay the Contract Value in a lump sum we will have no further obligation under the Contract.

For a single Annuitant, payments will be made automatically under a *Life Income with 10 Year Period Certain* plan unless you choose otherwise. Under the *Life Income with 10 Year Period Certain* plan, if the Annuitant lives longer than 10 years, payments will continue for his or her life. If the Annuitant dies before the end of 10 years, the remaining payments for the 10-year period will continue to you or to another Payee you have designated.

For two annuitants, payment will be made automatically under a *Joint Life and Survivor Income with 10 Year Period Certain* plan unless you choose otherwise. On the death of the first annuitant, the monthly income benefit will continue to be made for as long as the survivor lives. If both annuitants die before the end of 10 years, the remaining payments for the 10-year period will continue to you or to another Payee you have designated.

The Income Payment under the automatic monthly payment plan is calculated by multiplying (a) times (b), divided by (c), where:

- (a) is the monthly payment rate per \$1000, shown under the Optional Payment Plans for either the *Life Income with 10 Year Period Certain* or the *Joint Life and Survivor Income with 10 Year Period Certain*, using the gender(s) of the annuitant(s) and Settlement Age(s) of the annuitant(s) on the Annuity Commencement Date;
- (b) is the Contract Value; and
- (c) is \$1000.

Income Payments will be made monthly unless quarterly, semi-annual or annual payments are chosen by written notice. However, if any payment made more frequently than annually would be or becomes less than \$100, we reserve the right to reduce the frequency of payments to an interval that would result in each payment being at least \$100. If the annual payment would be less than \$100, we will pay the Contract Value in a lump sum and the Contract will terminate.

### **Annuity Commencement Date**

The Annuity Commencement Date is shown on the Data Pages. The Annuity Commencement Date will be the later of:

- the Contract anniversary, after which the Annuitant, or Joint Annuitant if younger, reaches age 95;
- 10 years after the Effective Date; and
- a date allowed by the laws and regulations then in effect and approved by us.

You cannot change this date. However, if the Annuitant or Joint Annuitant is changed, we will change the Annuity Commencement Date based on the conditions listed above.

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## **OPTIONAL PAYMENT PLANS**

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### **Optional Payments**

Subject to the rules stated below and the **Death Benefit** section, the death benefit or Contract Value can be paid under an Optional Payment Plan. If you choose, the proceeds less any applicable premium tax charge will be applied to calculate the Income Payment. Upon your death, if you have not chosen a plan for the payment of the death benefit, the designated beneficiary may choose a plan.

The following Optional Payment Plan rules apply:

- our consent must be obtained prior to selecting an Optional Payment Plan if any Payee is not a natural person.
- death benefit proceeds paid under an Optional Payment Plan must conform to the rules in the Death Benefit section.
- if you change a Beneficiary, your Optional Payment Plan selection will no longer be in effect unless you request that it continue.
- any written notice of any choice or change of an Optional Payment Plan sent to our Administrative Office must be in a form acceptable to us.
- the amount of each payment under an Optional Payment Plan must be at least \$100.
- Income Payments will begin on the Annuity Date or on a date selected by the designated beneficiary.

The annuity benefits will not be less than those provided by the application of the Surrender Value to purchase a single premium immediate annuity contract, at purchase rates offered by us at the time, to the same class of annuitants.

### **Payment Plans**

Income options are shown below. The monthly payment rate is based on the Annuity 2000 Mortality Table, age last birthday, projected in future years using an extended version of Table G, using an interest rate of 2%. We may increase the interest rate and the amount of any payment. Other plans may be available upon request.

*Plan 1. Life Income with Period Certain.* We will make monthly payments for a guaranteed minimum period. If the Annuitant lives longer than the minimum period, payments will continue for his or her life. The minimum period can be 10, 15 or 20 years. Payments are determined according to the table below.

## Plan 1 Table

Monthly payment rates for each \$1,000 of proceeds under Plan 1.

Settlement Age	Male			Female		
	10 Years Certain	15 Years Certain	20 Years Certain	10 Years Certain	15 Years Certain	20 Years Certain
20	2.25	2.24	2.24	2.17	2.17	2.16
25	2.34	2.34	2.34	2.25	2.25	2.25
30	2.46	2.46	2.45	2.35	2.35	2.35
35	2.61	2.60	2.59	2.47	2.47	2.47
40	2.79	2.78	2.77	2.62	2.62	2.61
45	3.02	3.00	2.98	2.82	2.81	2.80
50	3.30	3.27	3.23	3.06	3.04	3.02
51	3.66	3.33	3.29	3.11	3.10	3.07
52	3.43	3.40	3.35	3.17	3.15	3.13
53	3.51	3.47	3.41	3.23	3.21	3.18
54	3.58	3.54	3.47	3.30	3.27	3.24
55	3.66	3.61	3.53	3.37	3.34	3.30
56	3.75	3.69	3.60	3.44	3.41	3.36
57	3.83	3.77	3.67	3.51	3.48	3.43
58	3.93	3.85	3.73	3.60	3.56	3.49
59	4.03	3.94	3.80	3.68	3.63	3.56
60	4.13	4.03	3.88	3.77	3.72	3.64
61	4.24	4.12	3.95	3.87	3.80	3.71
62	4.36	4.22	4.02	3.97	3.90	3.79
63	4.48	4.32	4.10	4.07	3.99	3.86
64	4.61	4.42	4.17	4.19	4.09	3.94
65	4.74	4.53	4.24	4.31	4.19	4.02
66	4.88	4.64	4.31	4.43	4.30	4.10
67	5.03	4.75	4.38	4.57	4.41	4.18
68	5.18	4.86	4.45	4.71	4.53	4.26
69	5.34	4.97	4.52	4.86	4.65	4.34
70	5.50	5.08	4.58	5.02	4.77	4.42
71	5.67	5.19	4.64	5.18	4.89	4.49
72	5.85	5.29	4.69	5.36	5.01	4.56
73	6.02	5.40	4.74	5.54	5.14	4.63
74	6.21	5.50	4.78	5.73	5.26	4.69
75	6.39	5.60	4.83	5.93	5.38	4.74
76	6.58	5.70	4.86	6.13	5.49	4.79
77	6.77	5.78	4.89	6.34	5.60	4.83
78	6.95	5.87	4.92	6.56	5.71	4.87
79	7.14	5.94	4.95	6.77	5.81	4.90
80	7.32	6.01	4.97	6.98	5.90	4.93
81	7.50	6.08	4.98	7.19	5.98	4.96
82	7.67	6.13	5.00	7.40	6.05	4.98
83	7.84	6.18	5.01	7.59	6.11	4.99
84	7.99	6.23	5.02	7.78	6.17	5.01
85	8.14	6.26	5.03	7.95	6.22	5.02
86	8.27	6.30	5.03	8.12	6.26	5.03
87	8.40	6.32	5.04	8.26	6.29	5.03
88	8.51	6.35	5.04	8.40	6.32	5.04
89	8.62	6.36	5.04	8.52	6.35	5.04
90	8.71	6.38	5.04	8.62	6.37	5.04
91	8.79	6.39	5.04	8.72	6.38	5.04
92	8.87	6.40	5.04	8.80	6.39	5.04
93	8.93	6.41	5.04	8.88	6.40	5.04
94	8.99	6.41	5.04	8.94	6.41	5.04
95 & over	9.04	6.41	5.04	9.00	6.41	5.04

Values for ages not shown will be furnished upon request.

*Plan 2. Joint Life and Survivor Income with 10 Year Period Certain.* We will make monthly payments for a guaranteed minimum period of 10 years. Each annuitant's Settlement Age must be at least 35 years old when payments begin. Payments will continue as long as either the Annuitant or Joint Annuitant is living.

**Plan 2 Table**

Monthly payment rates for each \$1000 of proceeds under Plan 2.

Male Settlement Age	Female Settlement Age												
	35	40	45	50	55	60	65	70	75	80	85	90	95&over
35	2.33	2.39	2.45	2.49	2.53	2.56	2.57	2.59	2.60	2.60	2.60	2.60	2.61
40	2.37	2.45	2.53	2.60	2.66	2.70	2.73	2.76	2.77	2.78	2.78	2.79	2.80
45	2.40	2.50	2.61	2.70	2.79	2.86	2.92	2.96	2.98	3.00	3.01	3.01	3.02
50	2.43	2.54	2.67	2.80	2.92	3.03	3.12	3.19	3.24	3.27	3.29	3.30	3.30
55	2.44	2.57	2.72	2.88	3.04	3.20	3.35	3.47	3.55	3.61	3.64	3.65	3.66
60	2.45	2.59	2.75	2.94	3.15	3.37	3.58	3.77	3.92	4.03	4.09	4.11	4.13
65	2.46	2.60	2.78	2.98	3.23	3.50	3.80	4.09	4.34	4.53	4.65	4.71	4.73
70	2.47	2.61	2.79	3.02	3.29	3.61	3.98	4.39	4.78	5.10	5.32	5.43	5.48
75	2.47	2.62	2.80	3.03	3.32	3.68	4.12	4.64	5.19	5.69	6.05	6.26	6.35
80	2.47	2.62	2.81	3.05	3.34	3.73	4.21	4.82	5.51	6.21	6.76	7.09	7.25
85	2.47	2.62	2.81	3.05	3.36	3.75	4.27	4.93	5.73	6.59	7.32	7.79	8.03
90	2.47	2.62	2.81	3.06	3.36	3.76	4.29	4.98	5.85	6.82	7.69	8.26	8.57
95&over	2.47	2.62	2.82	3.06	3.37	3.77	4.30	5.01	5.91	6.94	7.88	8.52	8.87

Values for ages not shown, for two males or for two females, will be furnished upon request.

**Maximum Age Adjustment Table**

Year Income Payments Begin After	Prior To	Maximum Age Adjustment
2000	2026	5
2025	2051	10
2050	-----	15

The actual age adjustment may be less than the numbers shown.

**INDIVIDUAL SINGLE PREMIUM  
DEFERRED ANNUITY CONTRACT  
WITH MARKET VALUE ADJUSTMENT**

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**GENWORTH LIFE  
INSURANCE COMPANY**

**GENWORTH LIFE INSURANCE COMPANY  
WAIVER OF SURRENDER CHARGE FOR  
CONFINEMENT TO A MEDICAL CARE FACILITY ENDORSEMENT**

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This endorsement is made a part of the Contract to which it is attached and is effective on the Effective Date of the Contract. For purposes of this endorsement, if no Owner or Joint Owner is a natural person, then “you” means the Annuitant and/or Joint Annuitant. To the extent that any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract, the provisions of this endorsement will control.

The **Definitions** section is amended by adding the following:

**Benefit Eligibility Date** - The earliest date that you may request a withdrawal under this endorsement as shown on the Contract Data Pages.

**Medically Necessary** - The confinement must be prescribed by a licensed physician in writing and be based on limitations that prohibit daily living in a non-institutional environment.

The **Contract Values** section is amended by adding the following:

**Waiver of Surrender Charge for Confinement to a Medical Care Facility**

Beginning on the Benefit Eligibility Date we will waive the surrender charge for one or more withdrawals up to the maximum withdrawal amount. The maximum withdrawal amount is equal to (a) multiplied by (b), where:

- (a) is the Contract Value on the date of the first withdrawal; and
- (b) is the withdrawal percentage as shown on the Contract Data Pages.

Withdrawals applicable to this provision are subject to the following conditions:

- you enter a state-licensed facility providing Medically Necessary in-patient care (the “facility”); and
- you have spent at least 30 consecutive days in the facility; and
- the confinement began after the Effective Date; and
- you provide proof of such confinement; and
- we receive the request for the withdrawal in our Administrative Office within the later of 90 days after the discharge from the facility or 90 days after the Benefit Eligibility Date.

Any withdrawal for confinement to a medical care facility will be subject to a MVA determined as if the surrender charge was not waived.

**Termination of Endorsement**

Coverage under this endorsement shall terminate upon:

- change of Owner or any Joint Owner of record; or
- change of Annuitant or Joint Annuitant if no Owner or Joint Owner is a natural person; or
- at the end of a Guarantee Term during which a withdrawal has been made under this provision; or
- written request from the Owner; or
- termination of the Contract.

The **Written Notice** provision under the **General Provisions** section is amended by adding the following:

**Written Notice**

Satisfactory proof will include, but may not be limited to a properly completed claim form and a written statement from a licensed physician. Upon receipt of your request, we will provide a claim form to you within 10 working days. The licensed physician must be someone other than you or your relative. We reserve the right to obtain a second opinion, and in the event of two conflicting opinions, a third opinion. Both the second and third physician's opinions will be at our expense. We reserve the right to contest whether the illness or the confinement is Medically Necessary, however, we will generally accept the consistent physician's opinion when multiple opinions are requested.

For Genworth Life Insurance Company,

A handwritten signature in black ink that reads "Pamela S. Schutz". The signature is written in a cursive style with a large initial "P".

[  
Pamela S. Schutz]  
President

**GENWORTH LIFE INSURANCE COMPANY  
WAIVER OF SURRENDER CHARGE AND MVA FOR  
CONFINEMENT TO A MEDICAL CARE FACILITY ENDORSEMENT**

---

This endorsement is made a part of the Contract to which it is attached and is effective on the Effective Date of the Contract. For purposes of this endorsement, if no Owner or Joint Owner is a natural person, then “you” means the Annuitant and/or Joint Annuitant. To the extent that any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract, the provisions of this endorsement will control.

The **Definitions** section is amended by adding the following:

**Benefit Eligibility Date** - The earliest date that you may request a withdrawal under this endorsement as shown on the Contract Data Pages.

**Medically Necessary** - The confinement must be prescribed by a licensed physician in writing and be based on limitations that prohibit daily living in a non-institutional environment.

The **Contract Values** section is amended by adding the following:

**Waiver of Surrender Charge and MVA for Confinement to a Medical Care Facility**

Beginning on the Benefit Eligibility Date we will waive the surrender charge and MVA for one withdrawal up to the maximum withdrawal amount. The maximum withdrawal amount is equal to (a) multiplied by (b), where:

- (a) is the Contract Value on the date of the withdrawal; and
- (b) is the withdrawal percentage as shown on the Contract Data Pages.

The withdrawal applicable to this provision is subject to the following conditions:

- you enter a state-licensed facility providing Medically Necessary in-patient care (the “facility”); and
- you have spent at least 30 consecutive days in the facility; and
- the confinement began after the Effective Date; and
- you provide proof of such confinement; and
- we receive the request for the withdrawal in our Administrative Office within the later of 90 days after the discharge from the facility or 90 days after the Benefit Eligibility Date.

**Termination of Endorsement**

Coverage under this endorsement shall terminate upon:

- change of Owner or any Joint Owner of record; or
- change of Annuitant or Joint Annuitant if no Owner or Joint Owner is a natural person; or
- written request from the Owner; or
- termination of the Contract; or
- receipt of a benefit under this endorsement.

The **Written Notice** provision under the **General Provisions** section is amended by adding the following:

**Written Notice**

Satisfactory proof will include, but may not be limited to a properly completed claim form and a written statement from a licensed physician. Upon receipt of your request, we will provide a claim form to you within 10 working days. The licensed physician must be someone other than you or your relative. We reserve the right to obtain a second opinion, and in the event of two conflicting opinions, a third opinion. Both the second and third physician's opinions will be at our expense. We reserve the right to contest whether the illness or the confinement is Medically Necessary, however, we will generally accept the consistent physician's opinion when multiple opinions are requested.

For Genworth Life Insurance Company,

A handwritten signature in black ink that reads "Pamela S. Schutz". The signature is written in a cursive style with a large initial "P".

[  
Pamela S. Schutz]  
President

**GENWORTH LIFE INSURANCE COMPANY**  
**FREE WITHDRAWAL FOR REQUIRED MINIMUM DISTRIBUTION ENDORSEMENT**

---

This endorsement is made part of the Contract to which it is attached and is effective on the Effective Date. To the extent that any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract, the provisions of this endorsement will control.

The **Free Withdrawal** section of the **Contract Value** provision is amended by adding the following language:

If the Required Minimum Distribution (RMD) amount, attributable to the Contract Value, calculated for any calendar year is withdrawn, the following will apply:

- The excess of the outstanding portion of the RMD amount over the Free Withdrawal amount will not be subject to a surrender charge or MVA.
- The free withdrawal amount shall be reduced (but not below zero) by any amount that avoided the otherwise applicable surrender charge and Market Value Adjustment during the prior twelve months.

As used in this provision, the RMD amount shall not exceed the RMD amount calculated under the Code and related regulations, as in effect on the Effective Date.

The RMD amount for a Joint Annuitant for years after the year of death of the Annuitant shall be determined under the life expectancy method as provided in the Code and related regulations, as in effect on the Effective Date.

For Genworth Life Insurance Company



[Pamela S. Schutz]  
President



Genworth®  
Financial

Genworth Life  
6610 W Broad St.  
Richmond, VA 23230  
Tel: 800 221.9501  
Fax: 800 281.6201  
genworth.com

# [New MVA<sup>SM</sup> Product]

## individual single premium deferred annuity application

from

**GENWORTH LIFE INSURANCE COMPANY**

Page [1 of 5]

- You must return all pages

### 1. Product and contract information

Product name

. [New MVA Product]

Name of state where contract will be **delivered**

.

#### Initial Interest Guarantee Term

You must select one of the initial interest guarantee terms to the right.

- |                              |                               |                              |                              |
|------------------------------|-------------------------------|------------------------------|------------------------------|
| <input type="radio"/> 1 year | <input type="radio"/> 2 year  | <input type="radio"/> 3 year | <input type="radio"/> 4 year |
| <input type="radio"/> 5 year | <input type="radio"/> 6 year  | <input type="radio"/> 7 year | <input type="radio"/> 8 year |
| <input type="radio"/> 9 year | <input type="radio"/> 10 year |                              |                              |

### 2. Owner information

#### Owner type *Select one*

- Individual
- Trust *Certification of trustee powers form required*
- Corporation *Corporate resolution required*
- Partnership *Partnership agreement required*
- IRA Custodian

**Owner/Trust name** *First, M.I., Last*

.

Birth/trust date

.

- Male
- Female
- Entity

Address

.

City

.

State

.

Zip

.

Social Security/Tax ID Number

.

Telephone number

.

Country of citizenship *If other than U.S.*

.

If non-U.S. citizen *Select one*

- Non-resident alien
- Resident alien

The owner(s) address must be a physical U.S. address, and not a P.O. box.

If any owner is not a U.S. citizen, attach IRS Form W-9; if non-resident alien, attach Form W-8 BEN instead.

Joint owners are allowed on non-qualified contracts only.

**Joint owner name** *First, M.I., Last*

.

Birth date

.

- Male
- Female

Address

.

City

.

State

.

Zip

.

Social Security/Tax ID Number

.

Telephone number

.

Country of citizenship *If other than U.S.*

.

If non-U.S. citizen *Select one*

- Non-resident alien
- Resident alien

Relationship to owner

- Spouse *(Includes same sex relationships officially recognized under law of the state where the contract will be delivered.)*
- Non-spouse



**3. Annuitant information**

**!** If you do not complete this section, the owner above will be the annuitant, and any joint owner will be the joint annuitant.

**Annuitant** *If same as owner, you do not need to enter information below*

Annuitant name *First, M.I., Last* Birth date  Male  
 Female  
 Social Security/Tax ID Number  
 Address  
 City State Zip  
 Country of citizenship *If other than U.S.* Relationship to owner Relationship to joint owner

For non-qualified contracts only, you may name a joint annuitant.

**Joint annuitant** *For non-qualified contracts only*

Same as joint owner shown on page 1  
 Yes  No  
 Joint annuitant name *First, M.I., Last* Birth date  Male  
 Female  
 Social Security/Tax ID Number Relationship to annuitant  
 Spouse\*  Non-spouse  
 Address  
 City State Zip  
 Country of citizenship *If other than U.S.* Relationship to owner Relationship to joint owner

*\*Includes same sex relationships officially recognized under law of the state where the contract will be delivered.*

**4. Beneficiary information**

**!** Any surviving or existing owner has right to the death benefit prior to any named beneficiary.

If there is no surviving or existing owner and there is no named beneficiary or contingent beneficiary, your estate will be the beneficiary by default.

For each beneficiary type selected, allocated percentages must total 100%. Enter whole percentages only. Unless otherwise noted, beneficiaries will be paid in equal shares.

If you do not indicate a beneficiary type, the beneficiary type will be primary.

Additional beneficiaries can be named on the **[Beneficiary Overflow Form.]**

**Do you want to make the below beneficiary election(s) irrevocable?**

Yes *If marked, beneficiaries cannot be changed in the future*

**Beneficiary type** *Select one*

Primary  Contingent  Male  
 Female  
 Entity  
 Beneficiary/trust name *First, M.I., Last* Birth/trust date  
 Social Security/Tax ID Number Relationship to owner Allocated percent  
 %

**Beneficiary type** *Select one*

Primary  Contingent  Male  
 Female  
 Entity  
 Beneficiary/trust name *First, M.I., Last* Birth/trust date  
 Social Security/Tax ID Number Relationship to owner Allocated percent  
 %

**Beneficiary type** *Select one*

Primary  Contingent  Male  
 Female  
 Entity  
 Beneficiary/trust name *First, M.I., Last* Birth/trust date  
 Social Security/Tax ID Number Relationship to owner Allocated percent  
 %

5. Contract type and source of funds

5a. Premium payment information

The minimum premium payment accepted is \$25,000. Please make checks payable to Genworth Life Insurance Company.

Total amount submitted with application \$.....

Estimated amount from 1035 tax-free exchange(s) or transfer(s) \$.....

Complete Section 5b or 5c below

5b. Non-qualified contract

Source of funds Indicate all that apply

- New purchase Cash with application
○ 1035 Tax-free exchange
○ Liquidation of money market account/certificate of deposit/mutual fund

5c. Qualified contract

Source of funds Indicate all that apply

- New contribution For traditional or Roth IRA only
Tax year \$
Tax year \$
○ Conversion From traditional IRA to Roth IRA only
○ Direct transfer Transfer from prior plan payable directly to Genworth Life to fund the same type of plan. For example, IRA to IRA. Includes 403(b) In-Plan exchanges.
○ Transfer from inherited IRA You must select "Transfer from Inherited IRA" below. Do not use for spousal IRAs.
○ Customer rollover Distribution from prior plan generally payable to owner that owner reinvests with Genworth Life to fund a plan within 60 days
○ Direct rollover from: Distribution from prior plan payable directly to Genworth Life to fund a plan. For example: 401(k) to IRA.
○ 401(a) ○ 401(k) ○ TSA/403(b)
○ Gov't 457(b) plan ○ Other:

Type of qualified contract Select one

- Traditional IRA Includes custodial ownership, if marked in section 2, and spousal IRAs
○ Transfer from Inherited IRA Known as a beneficiary IRA. Do not use for spousal IRAs.
○ SEP IRA Select only if your employer intends to make contributions to this contract. Otherwise, select "Traditional IRA."
○ Roth IRA Includes custodial ownership, if marked in section 2
○ 401(k)/profit sharing/pension\*
○ TSA/403(b) annuity Your employer must also complete an Information Sharing Agreement
○ Gov't 457(b) plan\*
○ Other qualified plan

\*Investment only

6. Optional benefits May not be available in all states or markets, or in combination with each other

None available at this time

6b. Electronic document delivery information

○ Please contact me regarding opportunities to receive future documents and periodic statements electronically instead of by paper.

Email address

.



7. State notices and disclosures

ARKANSAS, PLEASE NOTE: 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 subjects such person to criminal and civil penalties.

ARIZONA, PLEASE NOTE: RIGHT TO EXAMINE: On written request, the Company will provide the Owner within a reasonable time, reasonable factual information regarding the benefits and provisions of the contract. If for any reason the Owner is not satisfied, the contract may be returned to the Company or producer within 30 days after its delivery, and the premium will be returned.

DISTRICT OF COLUMBIA, WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

FLORIDA, PLEASE NOTE: Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

NEW JERSEY, PLEASE NOTE: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

ALL OTHER STATES, PLEASE NOTE: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

8. Owner signature

You must answer the two questions to the right.

- 1. Do you have any existing life insurance policy(ies) or annuity contract(s)?
2. Will the proposed annuity replace and/or change any existing annuity or insurance contract(s)?

All statements made in this application are true to the best of my knowledge and belief, and the answers to these questions, together with this agreement, are the basis for issuing the contract. I agree to all terms and conditions as shown.

I believe this contract will meet my insurance needs and financial objectives. The undersigned has read and understands the appropriate fraud and disclosure statement in Section 7.

The Annuity Commencement Date will be the later of:

- the Contract anniversary, after which the Annuitant, or Joint Annuitant if younger, reaches age 95; or
10 years after the Effective Date

DO YOU UNDERSTAND THAT THE BENEFITS AND VALUES UNDER THIS CONTRACT MAY BE ADJUSTED UPWARD OR DOWNWARD BY THE APPLICATION OF A MARKET VALUE ADJUSTMENT FORMULA?

Yes No

Owner signature

X

- Trustee Attorney-in-fact POA
Guardian Title/office:
Other

Date of signature

Name of state where signed

Joint owner signature

X

- Trustee Attorney-in-fact POA
Guardian Title/office:
Other

Date of signature

Name of state where signed

Send completed form to:

Regular mail
P.O. Box 85093
Richmond, VA 23285
Fax: 804 281.6201

Overnight delivery
6610 West Broad Street
Richmond, VA 23230

If you are a Trustee, Attorney-in-Fact, Guardian or other fiduciary, indicate the capacity you are acting in and attach relevant legal documentation.



9. Producer signature

9a. Primary producer

You must answer the two questions to the right.

1. Does the applicant have any existing life insurance policy or annuity contract(s)? Yes No

2. Do you have reason to believe that the proposed annuity will replace and/or change any existing annuity or insurance contract(s)? Yes No

If the answer to either question above is yes, replacement forms and/or additional forms may be required. Check for specific state requirements.

California producers please note: By signing below, I hereby attest that I have reviewed with, and to the extent applicable, provided to the owner, if age 65 or older, the disclosures required by the following sections of the California Insurance Code:

- Advisement of consequences in the sale or liquidation of assets (§ 789.8(b))
• Medi-Cal Notice (§ 789.8(d))
• 24-hour at home pre-solicitation notice (§ 789.10)

By signing, I certify that the above signature(s) are genuine and that all information contained in this application is true to the best of my knowledge and belief. I have verified the owner(s) identification information below.

I believe this contract will meet my client's insurance needs and financial objectives.

In accordance with the Patriot Act, owner(s) must provide the producer with a valid photo identification.

Owner type of photo ID provided ID issued by Issue date Expiration date
Joint owner type of photo ID provided ID issued by Issue date Expiration date

Licensed representative/producer/agent name Printed License number Required in FL
Social Security or Producer Number Producer telephone number
Broker-dealer name Back office telephone number

Team name If applicable Team ID number If applicable

Email address Commission split percentage %

Client brokerage account number

Licensed representative/producer/agent signature Date of signature
X

Commission option Varies by firm, you must select one

L T NT

If you do not choose a valid commission option for your firm, we will use your firm's default option. Contact your back office with commission option questions.

9b. Additional producer

For split commissions for more than one producer, the primary producer must complete section 9a. Submit the Additional Producer Information form to provide required information for more than two producers.

Commission split percentage allocations must total 100%. Enter whole percentages only.

Licensed representative/producer/agent name Printed License number Required in FL
Social Security or Producer Number Producer telephone number
Email address Commission split percentage %
Licensed representative/producer/agent signature Date of signature
X



Contract Number: [000000000]

Schedule of Benefits

Single Premium: [\$25,000.00]  
Minimum Single Premium Payment: [\$25,000.00]  
Maximum Cumulative Premium Payment for all Contracts: [\$2,000,000.00]  
Minimum Contract Value Requirement: [Contract Value After The Withdrawal Not Less Than \$10,000.00]  
Initial Guarantee Term: [1-10 Years]  
Annuity Commencement Date: [May 1, 2070]  
Initial Base Interest Rate: [4.00%]  
Minimum Guaranteed Interest Rate: [1.5%]  
Nonforfeiture Interest Rate: [1.5%]  
Minimum Guaranteed Surrender Value Percentage: 87.5%  
Additional Interest Rate:  
    First Contract Year of Initial Term: [4.00%]  
    Remaining Period of Additional Term (If Applicable): [3.00%]  
Premium Tax Rate (If Applicable): [0.00%]  
Market Value Adjustment Index: [The U.S. Treasury Constant Maturity Series]

Riders/Endorsements:

[Waiver of Surrender Charge for Confinement to  
A Medical Care Facility Endorsement]  
    [Benefit Eligibility Date May 1, 2011]  
    [Withdrawal Percentage 0.00%]

[Waiver of Surrender Charge and MVA for Confinement to  
A Medical Care Facility Endorsement]  
    [Benefit Eligibility Date May 1, 2011]  
    [Withdrawal Percentage 0.00%]

Contract Number: [000000000]

Table of Surrender Charges for Initial Guarantee Term

Guarantee Term	Surrender Charge Percentage									
	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10
1	9%*									
2	9%	8%*								
3	9%	8%	7%*							
4	9%	8%	7%	6%*						
5	9%	8%	7%	6%	5%*					
6	9%	8%	7%	6%	5%	4%*				
7	9%	8%	7%	6%	5%	4%	3%*			
8	9%	8%	7%	6%	5%	4%	3%	2%*		
9	9%	8%	7%	6%	5%	4%	3%	2%	1.5%*	
10	9%	8%	7%	6%	5%	4%	3%	2%	1.5%	0.75%*

Surrender Charges Upon Renewal of Guarantee Term

Guarantee Term	Surrender Charge Percentage									
	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10
1	8.1%*									
2	8.1%	7.2%*								
3	8.1%	7.2%	6.3%*							
4	8.1%	7.2%	6.3%	5.4%*						
5	8.1%	7.2%	6.3%	5.4%	4.5%*					
6	8.1%	7.2%	6.3%	5.4%	4.5%	3.6%*				
7	8.1%	7.2%	6.3%	5.4%	4.5%	3.6%	2.7%*			
8	8.1%	7.2%	6.3%	5.4%	4.5%	3.6%	2.7%	2%*		
9	8.1%	7.2%	6.3%	5.4%	4.5%	3.6%	2.7%	2%	1.5%*	
10	8.1%	7.2%	6.3%	5.4%	4.5%	3.6%	2.7%	2%	1.5%	0.75%*

\* During the last 30 days of a Guarantee Term, the surrender charge percentage is 0%.



*SERFF Tracking Number:* GEFA-126399839      *State:* Arkansas  
*Filing Company:* Genworth Life Insurance Company      *State Tracking Number:* 44266  
*Company Tracking Number:* GL3000 1109  
*TOI:* A021 Individual Annuities- Deferred Non-      *Sub-TOI:* A021.003 Single Premium  
Variable  
*Product Name:* MVA Annuity - GLIC  
*Project Name/Number:* MVA Annuity - GLIC/GL3000 1109

**Comments:**

**Attachment:**

ARfee.pdf

**ARKANSAS CERTIFICATION  
GENWORTH LIFE INSURANCE COMPANY**

GL3000 1109, Individual Single Premium Deferred Annuity Contract with Market Value Adjustment  
GL3000DP 1109, Data Pages  
GL400E 1109, Waiver of Surrender Charge for Confinement to a Medical Care Facility Endorsement  
GL401E 1109, Waiver of Surrender Charge and MVA for Confinement to a Medical Care Facility  
Endorsement  
GL402E 1109, Free Withdrawal for Required Minimum Distribution Endorsement  
50160GL 12/2009, Individual Single Premium Deferred Annuity Application

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 been included as a separate document.



---

Paul Loveland  
Vice President Product Compliance

**FLESCH SCORE CERTIFICATION  
GENWORTH LIFE INSURANCE COMPANY**

We certify that to the best of our knowledge and belief, the Flesch score of the below-referenced forms meet any readability requirements in effect in your state:

<b>Form Number</b>	<b>Title</b>	<b>Flesch Score</b>
GL3000 1109	Individual Single Premium Deferred Annuity Contract with Market Value Adjustment	51.0
GL400E 1109	Waiver of Surrender Charge for Confinement to a Medical Care Facility Endorsement	50.2 when scored with contract
GL401E 1109	Waiver of Surrender Charge and MVA for Confinement to a Medical Care Facility Endorsement	50.2 when scored with contract
GL402E 1109	Free Withdrawal for Required Minimum Distribution Endorsement	50.8 when scored with contract
50160GL 12/2009	Individual Single Premium Deferred Annuity Application	50+ when scored with contract



By: \_\_\_\_\_  
Vice President, Product Compliance

**CERTIFICATION OF VARIABILITY**  
**Genworth Life Insurance Company**  
**November 24, 2009**

GL3000 1109, Individual Single Premium Deferred Annuity Contract with Market Value Adjustment  
 GL3000DP 1109, Data Pages  
 GL400E 1109, Waiver of Surrender Charge for Confinement to a Medical Care Facility Endorsement  
 GL401E 1109, Waiver of Surrender Charge and MVA for Confinement to a Medical Care Facility Endorsement  
 GL402E 1109, Free Withdrawal for Required Minimum Distribution Endorsement  
 50160GL 12/2009, Individual Single Premium Deferred Annuity Application

We have bracketed certain information within the above-mentioned forms to indicate variability. These forms may be used for multiple plans or distribution. We certify that these forms will never reflect a lesser benefit or amount than what your state mandates and that any change shall be limited to only new issue and shall not apply to in force contracts. We certify that the ranges for the bracketed items contained in the contract, endorsements and application are as follows:

<b>GL3000 1109, Individual Single Premium Modified Guaranteed Deferred Annuity Contract</b>	
Officer Signatures	Accommodates changes of corporate officers.
State of Issue	Accommodate state of issue
State Insurance Department Telephone number	Accommodate State Insurance telephone number
Customer Service Telephone	Accommodates changes in the phone number for the servicing center.
Administrative Office Address	Accommodates changes in the administrative office location.
Annuity Service Department	Accommodates changes in the toll-free phone number for the service department.
<b>GL3000DP 1109, Data Pages</b>	
Single Premium	Will reflect single premium received.
Minimum Single Premium Payment	Range will be from \$10,000 to \$100,000
Maximum Cumulative Premium Payment for All Contracts	\$500,000 to \$10,000,000
Minimum Contract Value Requirement	\$10,000 to \$25,000
Initial Guarantee Term	Range will be from 1 – 10 years.
Annuity Commencement Date	Will reflect the date income payments are to begin
Initial Base Interest Rate	Range will be 1.00% to 20.00%
Minimum Guaranteed Interest Rate	Range will be 1.00% to 3.00%. Any change in the minimum guaranteed interest rate will be for new issues only.
Nonforfeiture Interest Rate	Range will be 1.00% to 3.00%
Additional Interest Rate	Range will be 0.0% to 10.00%
First Accumulation Year of Initial Term	Range will be 0.0% to 10.00%
Remaining Period of Additional Term	This Additional Interest Rate may be credited based on premium size, guarantee term or age of contract.
Premium Tax Rate	Will reflect actual premium tax rate in state of issue
Rider/Endorsements section	Accommodates any rider or endorsement selected by the owner or automatically available with contract.
Rider/Endorsements Section	
Waiver of Surrender Charge for Confinement to Medical Care Facility Endorsement	There is no charge for this endorsement when it is included with the contract. The endorsement only applies to new issues. If the endorsement is restricted by issue age, it will not appear on the data pages or be included in the contract.
Benefit Eligibility Date	Benefit Eligibility Date will print as a date. The Range will be 30 days to 1 year after the contract effective date
Withdrawal Percentage	Withdrawal Percentage range will be from 10% to 100%

<p>Rider/Endorsements Section  Waiver of Surrender Charge and MVA for Confinement to Medical Care Facility Endorsement</p> <p>Benefit Eligibility Date</p> <p>Withdrawal Percentage</p>	<p>There is no charge for this endorsement when it is included with the contract. The endorsement only applies to new issues. If the endorsement is restricted by issue age, it will not appear on the data pages or be included in the contract.</p> <p>Benefit Eligibility Date will print as a date. The Range will be 30 days to 1 year after the contract effective date</p> <p>Withdrawal Percentage range will be from 10% to 100%</p>
<p>Table of Surrender Charges for Initial Guarantee Term</p>	<p>Surrender charges will never be greater than the following for the initial guarantee term:</p> <p>9% in Year 1  8% in Year 2  7% in Year 3  6% in Year 4  5% in Year 5  4% in Year 6  3% in Year 7  2% in Year 8  1.5% in Year 9  0.75% in Year 10</p> <p>All guarantee terms may not be available for new issues</p>
<p>Surrender Charges Upon Renewal of Guarantee Term</p>	<p>Surrender charges will never be greater than the following for the renewal guarantee term:</p> <p>9% in Year 1  8% in Year 2  7% in Year 3  6% in Year 4  5% in Year 5  4% in Year 6  3% in Year 7  2% in Year 8  1.5% in Year 9  0.75% in Year 10</p> <p>All guarantee terms may not be available at renewal</p>
<p><b>GL400E 1109, Waiver of Surrender Charge for Confinement to a Medical Care Facility Endorsement</b></p>	
<p>Officer Signature</p>	<p>Accommodates changes of corporate officer.</p>
<p><b>GL401E 1109, Waiver of Surrender Charge and MVA for Confinement to a Medical Care Facility Endorsement</b></p>	
<p>Officer Signature</p>	<p>Accommodates changes of corporate officer.</p>
<p><b>GL402E 1109, Free Withdrawal for Required Minimum Distribution Endorsement</b></p>	
<p>Officer Signature</p>	<p>Accommodates changes of corporate officer.</p>
<p><b>50160GL 12/2009, Individual Single Premium Modified Guaranteed Deferred Annuity Application</b></p>	
<p><b>Header, Gutter/Side and Footer</b></p>	
<p>Product name</p>	<p>The marketing name of the product applied for will appear.</p>
<p>Page count</p>	<p>The appropriate page number will appear. The page number may differ based on the product applied for due to product design, the inclusion of available guarantee terms and/or optional benefits.</p>
<p>Address, telephone and fax number</p>	<p>The current address, telephone and fax numbers will appear in the upper left-hand corner of the first page of the application. This information is bracketed to accommodate</p>

	possible changes.
You must select one of the initial interest guarantee terms to the right	All guarantee terms may or may not be available. Therefore, only the appropriate terms will be shown. If the product only offers one guarantee term, then the gutter note may not be necessary.
To order, use stock number	This is an internal control feature and may change as revisions are made.
Barcodes	The barcodes are for tracking purposes. Corporate agreements with distributors may influence the size and location of the barcodes. The barcode currently located at the bottom right of the page is reserved by NAVA for a distributor to apply a barcode for their use. This will differ from the barcode currently located to the left side, which may be used by the carrier.
Section number and subsections	<p>The application may be used in both paper and electronic formats. The electronic version will be used initially in conjunction with a pilot project intended as the first phase of implementing the NAVA Straight-Through Processing (STP) Initiative. The section numbers are bracketed to allow for flexibility in section ordering should NAVA or Genworth change the order of presentation for each section based on whether a paper application or an electronic application is used. The appropriate information displayed may also be based on the product design.</p> <p>The sections, subsections and any references to a specific section are bracketed to accommodate specific optionality that would affect the product selection.</p>
<b>Section 1 – Product and contract information</b>	
Product name	<p>The marketing name of the product applied for will appear.</p> <p>We may use this application with other annuity products offerings or contracts approved by your Department.</p>
Initial Interest Guarantee Term	All guarantee terms may or may not be available. Therefore, the terms shown will be determined by the product and only the appropriate terms will be shown. If only one guarantee term is offered, then only that term will be shown and the side note may not be necessary.

<b>Section 2 – Owner information</b>	
Joint owner name	The owner and whether or not the contract is qualified or non-qualified control the selection of a joint owner. Joint owners are allowed on non-qualified contracts only. This information may appear or not appear based on whether a joint owner is named, whether the application is paper or electronic and product design. This item is bracketed to accommodate qualified products that by definition do not allow joint owners. In those cases this entire section would be suppressed from the application. For the spouse/non-spouse information we may need to differentiate between marriage/spouse as defined by federal law and other relationships. Therefore, as states implement laws or regulations regarding same sex relationships, civil union partners and/or domestic partners we may add additional selections and/or incorporate that information into the disclosure.
<b>Section 3 – Annuitant information</b>	
Relationship to owner/joint owner	The relationship to owner and relationship to joint owner is bracketed to provide us with the ability to request this information for future use. These questions may not be used on all product versions of this application. If these questions are posed, they will also be posed for the joint/contingent annuitant.
Joint Annuitant	This section may not need to be displayed on an electronic version of the application if there is no joint annuitant named or if this is a qualified contract.
Same as joint owner	This will show if a joint owner is named at application. The owner and whether or not the contract is qualified or non-qualified control the selection of a joint owner. This information may appear or not appear based on whether a joint owner is named, whether the application is paper or electronic and based on product design. This item is bracketed to accommodate qualified products that by definition do not allow joint owners and, therefore, joint annuitants.
Spouse/non-spouse	As states implement laws or regulations regarding same sex relationships, civil union partners and/or domestic partners we may add additional selections and/or incorporate that information into the disclosure.
Includes same sex relationships	This item is associated with the Spouse/non-spouse item stated above. It will appear only if the spouse/non-spouse information is shown. As states implement laws or regulations regarding same sex relationships, civil union partners and/or domestic partners we may add additional selections and/or incorporate that information into the disclosure.
<b>Section 4 – Beneficiary information</b>	
Beneficiary Overflow Form (and all other form names that appear in the gutter/side instructions)	We bracket all administrative form names to accommodate changes to the form name. Administrative forms are not filed for review by the insurance departments and are used to accommodate usual and customary day-to-day company practices. The bracketing of form names/numbers appears in Section 4, Section 5c, and 9b.
<b>Section 5 – Contract type and source of funds</b>	
Premium payment information	\$25,000 is bracketed to allow for different purchase payment minimums by product design. This information may not appear on the electronic version of the application. Range is \$10,000 to \$100,000.

Non-qualified contract source of funds	We bracket this information as this section may be removed for any product that can be sold only as a qualified contract.
Qualified contract source of funds	Bracketed to allow for terminology changes to the source of funds or to remove source of funds for which future product variations may not allow.
Type of qualified contract	We bracket this information as this section may be removed for any product that is sold as a non-qualified contract.
Information Sharing Agreement	Bracketed to allow for possible changes to the name of this administrative form.
<b>Section 6 – Optional Benefits; Electronic document delivery information</b>	
Optional benefits	Any applicable optional benefits may not appear based on product design, benefits as approved by each jurisdiction, whether the application is paper or electronic, and the benefits made available for solicitation.
Electronic document delivery	We bracket this information to allow the flexibility of posing this question to an applicant when we make electronic document delivery available. This section is primarily for the benefit of an agent using a paper application and inquiring as to whether or not a client would like only to receive information regarding the future possibility of electronic delivery of documents. <b>Note:</b> We are not attempting to obtain authorization to deliver the product electronically based on the client's response or any information provided in this section.
<b>Section 7 – State notices and disclosures</b>	
State notices	Each state notice is bracketed to allow for changes in the wording as required by the applicable states. We may also change the state designation for a particular disclosure based upon whether or not a state adopts new and/or existing language. The last disclosure regarding all other states is based on the NAIC Model language and is bracketed to allow for changes as suggested by the NAIC. The statement to return the disclosure page may not appear on the electronic version of the application. We also reserve the right to revise this language as appropriate to encourage the attachment of this page to the completed application to encourage an efficient application process.
<b>Section 8 – Owner signature</b>	
Joint owner signature	This will show if a joint owner is named at application. The owner and whether or not the contract is qualified or non-qualified control the selection of a joint owner. This information may appear or not appear based on whether a joint owner is named, whether the application is paper or electronic and based on product design. This item is bracketed to accommodate qualified products that by definition do not allow joint owners.
Regular mail/overnight delivery	These are bracketed to accommodate possible changes to the addresses.
<b>Section 9 – Producer signature</b>	
California producers disclosure	This is a state notice required in California only and is

	bracketed to allow for changes in the wording as required in that state. Should this version of the paper application not be made available in the state of California or if the electronic version of the application is completed in another jurisdiction this information will not appear.
I have verified...	This information is directly related to proposed legislation regarding the Patriot Act.
Patriot Act	This information is directly related to proposed legislation regarding the Patriot Act. As the final legislation has not been passed we ask to reserve the right to update the language requirements as necessary to agree with any final legislation. This information will not appear on the application until such time as the final legislation is passed and the appropriate language is created.
License number	This is a state notice required in Florida only and is bracketed to allow for changes in the wording as required in that state. Should this version of the paper application not be made available in the state of Florida or if the electronic version of the application is completed in another jurisdiction this information will not appear.
Team name	We reserve the right to add this information and all information regarding team selling to later versions of the application based upon future functionality. Any applicable team name is based upon the distributor and is not controlled by our company.
Commission Option	Depending on the distributor and the product, all commission options may or may not be available. Therefore, only the appropriate options will be shown. If product does not have any commission options, this section and the related side note will be removed.

We hereby certify the final form issued to the consumer will not contain brackets denoting variable text. Any variable text included in this Statement of Variability will be effective only for future issues. The use of variable text will be administered in a uniform and non-discriminatory manner and will not result in unfair discrimination. Only text included in this Statement will be allowed to be used on the referenced forms received by consumers. Any changes to variable text or permissible range of values will be submitted for approval prior to implementation.

For Genworth Life Insurance Company



Paul Loveland, Vice President Product Compliance

# Fixed Annuity Statement

[Genworth Life Insurance Company]  
 [P.O. Box 10716 • Lynchburg, VA 24506-0716]

Agent: {  
 Agent Name  
 Agency Name}

Owner[s]: [John L. Doe  
 Jane A. Doe]  
 [Single Premium Deferred Annuity with Market  
 Value Adjustment]  
 [Product Name]  
 Contract No: [22222222222] [Non Qualified]  
 Issue Date: [11-01-2009]  
 Annuity Date: [11-01-2032]  
 Single Premium: [\$25,000.00]  
 Statement Date: [11-01-2010]

[Owner]: [John L. Doe]  
 [2571 South Street]  
 [Your City, State 12345-1234]

**Statement Summary For Period: [November 1, 2009] through [October 31, 2010]**

<b>Activity Summary</b>	Contract Value at Beginning of Period	\$0.00
	Net Premiums Added*	+\$25,000.00
	Total Withdrawals and Charges*	-\$0.00
	<u>Interest Credited this Period</u>	<u>\$1,000.00</u>
	Contract Value at <b>End</b> of Period	\$26,000.00
	Surrender Charges	-\$2,000.00
	Market Value Adjustment	-\$250.00
	Surrender Value at <b>End</b> of Period	\$23,750.00

\*See Activity Details

**Period Interest Rate** 11-01-2009 thru 10-31-2014 4.00%

**Renewal Interest Rate** MM-DD-YYYY thru MM-DD-YYYY X.XXX%  
*(only prints if renewal to a new term)*

<b>Premium Activity</b>	Premium Date	Gross Amount	Federal/State Withholding	Net Amount	Interest Rate	Effective Through
	11-01-2009	\$25,000.00	-	\$25,000.00	4.00%	10-31-2014

<b>Withdrawal Activity</b>	Withdrawal Date	Gross Amount	Surrender Charges	Federal/State Withholding	Net Withdrawal Amount
	-	-	-	-	-

# Fixed Annuity Statement

[Product Name]  
Contract No. [2222222222]  
Statement Date [11-01-2010]

## People Summary

### Annuitant

John A. Doe  
Date of Birth 12-14-1965  
123 Anywhere Street  
Richmond, VA 23232-2323

### Joint Annuitant

Jane W. Doe  
Date of Birth 10-09-1970  
123 Anywhere Street  
Richmond, VA 23232-2323

### [Primary Beneficiary Information]

#### Name

[Jimmy Doe]  
[Jessie Doe]  
[Shota Doe]

### [Contingent Beneficiary Information]

[Mark Smith]  
[Sharon Smith]

## Questions?

Please visit us on-line at [[www.genworth.com](http://www.genworth.com)]. If you have any questions please call your representative or our customer service center at [800-221-9501] Monday – Friday 8:30 a.m. to 6:00 p.m. (EST).

ATTN: LIFE & HEALTH DIVISION, ARKANSAS INSURANCE DEPARTMENT

Company Name: Genworth Life Insurance Company

Company NAIC Code: Group 350, Company 70025

Company Contact Person&Telephone #: Brenda Bond 804) 922-5133

\*\*\*\*\*

\* INSURANCE DEPARTMENT USE ONLY \*

\* \* \*

\* ANALYST: \_\_\_\_\_ AMOUNT: \_\_\_\_\_ ROUTE SLIP: \_\_\_\_\_ \*

\*\*\*\*\*

ALL FEES ARE PER EACH INSURER. PER ANNUAL STATEMENT LINE OF BUSINESS UNLESS OTHERWISE INDICATED.

FEE SCHEDULE FOR ADMITTED INSURERS

RATE/FORM FILINGS

Life and/or Disability policy form filing and review, per each policy, contract, annuity form, per each insurer, per each filing. \_ X \$ 50=  
\*\*Retaliatory

Life and/or Disability - Filing and review of each rate filing or loss ratio guarantee filing, per each insurer. \*\_X\$ 50=  
\*\*Retaliatory

Life and/or Disability Policy, Contract or Annuity Forms: Filing and review of each certificate, rider, endorsement or application if each is filed separately from the basic form. \_ X \$20= \$100  
\*\*Retaliatory = **\$250.00**

Life and/or Disability: Filing and review of Insurer's advertisements, per advertisement, per each insurer. \*\_X\$ 25=  
\*\*Retaliatory

AMEND CERTIFICATE OF AUTHORITY

Review and processing of information to amend an Insurer's Certificate of Authority. \*\_X\$400=

Filing to amend Certificate of Authority. \*\*\*\_X\$100=



**CERTIFICATION OF VARIABILITY**  
**Genworth Life and Annuity Insurance Company**  
**November 24, 2009**

GL3000 1109, Individual Single Premium Deferred Annuity Contract with Market Value Adjustment  
 GL3000DP 1109, Data Pages  
 GL400E 1109, Waiver of Surrender Charge for Confinement to a Medical Care Facility Endorsement  
 GL401E 1109, Waiver of Surrender Charge and MVA for Confinement to a Medical Care Facility Endorsement  
 GL402E 1109, Free Withdrawal for Required Minimum Distribution Endorsement  
 50160GL 12/2009, Individual Single Premium Deferred Annuity Application

We have bracketed certain information within the above-mentioned forms to indicate variability. These forms may be used for multiple plans or distribution. We certify that these forms will never reflect a lesser benefit or amount than what your state mandates and that any change shall be limited to only new issue and shall not apply to in force contracts. We certify that the ranges for the bracketed items contained in the contract, endorsements and application are as follows:

<b>GL3000 1109, Individual Single Premium Modified Guaranteed Deferred Annuity Contract</b>	
Officer Signatures	Accommodates changes of corporate officers.
State of Issue	Accommodate state of issue
State Insurance Department Telephone number	Accommodate State Insurance telephone number
Customer Service Telephone	Accommodates changes in the phone number for the servicing center.
Administrative Office Address	Accommodates changes in the administrative office location.
Annuity Service Department	Accommodates changes in the toll-free phone number for the service department.
<b>GL3000DP 1109, Data Pages</b>	
Single Premium	Will reflect single premium received.
Minimum Single Premium Payment	Range will be from \$10,000 to \$100,000
Maximum Cumulative Premium Payment for All Contracts	\$500,000 to \$10,000,000
Minimum Contract Value Requirement	\$10,000 to \$25,000
Initial Guarantee Term	Range will be from 1 – 10 years.
Annuity Commencement Date	Will reflect the date income payments are to begin
Initial Base Interest Rate	Range will be 1.00% to 20.00%
Minimum Guaranteed Interest Rate	Range will be 1.00% to 3.00%. Any change in the minimum guaranteed interest rate will be for new issues only.
Nonforfeiture Interest Rate	Range will be 1.00% to 3.00%
Additional Interest Rate	Range will be 0.0% to 10.00%
First Accumulation Year of Initial Term	Range will be 0.0% to 10.00%
Remaining Period of Additional Term	This Additional Interest Rate may be credited based on premium size, guarantee term or age of contract.
Premium Tax Rate	Will reflect actual premium tax rate in state of issue
Rider/Endorsements section	Accommodates any rider or endorsement selected by the owner or automatically available with contract.
Rider/Endorsements Section	
Waiver of Surrender Charge for Confinement to Medical Care Facility Endorsement	There is no charge for this endorsement when it is included with the contract. The endorsement only applies to new issues. If the endorsement is restricted by issue age, it will not appear on the data pages or be included in the contract.
Benefit Eligibility Date	Benefit Eligibility Date will print as a date. The Range will be 30 days to 1 year after the contract effective date
Withdrawal Percentage	Withdrawal Percentage range will be from 10% to 100%

<p>Rider/Endorsements Section Waiver of Surrender Charge and MVA for Confinement to Medical Care Facility Endorsement</p> <p>Benefit Eligibility Date</p> <p>Withdrawal Percentage</p>	<p>There is no charge for this endorsement when it is included with the contract. The endorsement only applies to new issues. If the endorsement is restricted by issue age, it will not appear on the data pages or be included in the contract.</p> <p>Benefit Eligibility Date will print as a date. The Range will be 30 days to 1 year after the contract effective date</p> <p>Withdrawal Percentage range will be from 10% to 100%</p>
<p>Table of Surrender Charges for Initial Guarantee Term</p>	<p>Surrender charges will never be greater than the following for the initial guarantee term:</p> <p>9% in Year 1 8% in Year 2 7% in Year 3 6% in Year 4 5% in Year 5 4% in Year 6 3% in Year 7 2% in Year 8 1.5% in Year 9 0.75% in Year 10 All guarantee terms may not be available for new issues</p>
<p>Surrender Charges Upon Renewal of Guarantee Term</p>	<p>Surrender charges will never be greater than the following for the renewal guarantee term:</p> <p>9% in Year 1 8% in Year 2 7% in Year 3 6% in Year 4 5% in Year 5 4% in Year 6 3% in Year 7 2% in Year 8 1.5% in Year 9 0.75% in Year 10 All guarantee terms may not be available at renewal</p>
<p><b>GL400E 1109, Waiver of Surrender Charge for Confinement to a Medical Care Facility Endorsement</b></p>	
<p>Officer Signature</p>	<p>Accommodates changes of corporate officer.</p>
<p><b>GL401E 1109, Waiver of Surrender Charge and MVA for Confinement to a Medical Care Facility Endorsement</b></p>	
<p>Officer Signature</p>	<p>Accommodates changes of corporate officer.</p>
<p><b>GL402E 1109, Free Withdrawal for Required Minimum Distribution Endorsement</b></p>	
<p>Officer Signature</p>	<p>Accommodates changes of corporate officer.</p>
<p><b>50160GL 12/2009, Individual Single Premium Modified Guaranteed Deferred Annuity Application</b></p>	
<p><b>Header, Gutter/Side and Footer</b></p>	
<p>Product name</p>	<p>The marketing name of the product applied for will appear.</p>
<p>Page count</p>	<p>The appropriate page number will appear. The page number may differ based on the product applied for due to product design, the inclusion of available guarantee terms and/or optional benefits.</p>
<p>Address, telephone and fax number</p>	<p>The current address, telephone and fax numbers will appear in the upper left-hand corner of the first page of the application. This information is bracketed to accommodate</p>

	possible changes.
You must select one of the initial interest guarantee terms to the right	All guarantee terms may or may not be available. Therefore, only the appropriate terms will be shown. If the product only offers one guarantee term, then the gutter note may not be necessary.
To order, use stock number	This is an internal control feature and may change as revisions are made.
Barcodes	The barcodes are for tracking purposes. Corporate agreements with distributors may influence the size and location of the barcodes. The barcode currently located at the bottom right of the page is reserved by NAVA for a distributor to apply a barcode for their use. This will differ from the barcode currently located to the left side, which may be used by the carrier.
Section number and subsections	<p>The application may be used in both paper and electronic formats. The electronic version will be used initially in conjunction with a pilot project intended as the first phase of implementing the NAVA Straight-Through Processing (STP) Initiative. The section numbers are bracketed to allow for flexibility in section ordering should NAVA or Genworth change the order of presentation for each section based on whether a paper application or an electronic application is used. The appropriate information displayed may also be based on the product design.</p> <p>The sections, subsections and any references to a specific section are bracketed to accommodate specific optionality that would affect the product selection.</p>
<b>Section 1 – Product and contract information</b>	
Product name	<p>The marketing name of the product applied for will appear.</p> <p>We may use this application with other annuity products offerings or contracts approved by your Department.</p>
Initial Interest Guarantee Term	All guarantee terms may or may not be available. Therefore, the terms shown will be determined by the product and only the appropriate terms will be shown. If only one guarantee term is offered, then only that term will be shown and the side note may not be necessary.

<b>Section 2 – Owner information</b>	
Joint owner name	The owner and whether or not the contract is qualified or non-qualified control the selection of a joint owner. Joint owners are allowed on non-qualified contracts only. This information may appear or not appear based on whether a joint owner is named, whether the application is paper or electronic and product design. This item is bracketed to accommodate qualified products that by definition do not allow joint owners. In those cases this entire section would be suppressed from the application. For the spouse/non-spouse information we may need to differentiate between marriage/spouse as defined by federal law and other relationships. Therefore, as states implement laws or regulations regarding same sex relationships, civil union partners and/or domestic partners we may add additional selections and/or incorporate that information into the disclosure.
<b>Section 3 – Annuitant information</b>	
Relationship to owner/joint owner	The relationship to owner and relationship to joint owner is bracketed to provide us with the ability to request this information for future use. These questions may not be used on all product versions of this application. If these questions are posed, they will also be posed for the joint/contingent annuitant.
Joint Annuitant	This section may not need to be displayed on an electronic version of the application if there is no joint annuitant named or if this is a qualified contract.
Same as joint owner	This will show if a joint owner is named at application. The owner and whether or not the contract is qualified or non-qualified control the selection of a joint owner. This information may appear or not appear based on whether a joint owner is named, whether the application is paper or electronic and based on product design. This item is bracketed to accommodate qualified products that by definition do not allow joint owners and, therefore, joint annuitants.
Spouse/non-spouse	As states implement laws or regulations regarding same sex relationships, civil union partners and/or domestic partners we may add additional selections and/or incorporate that information into the disclosure.
Includes same sex relationships	This item is associated with the Spouse/non-spouse item stated above. It will appear only if the spouse/non-spouse information is shown. As states implement laws or regulations regarding same sex relationships, civil union partners and/or domestic partners we may add additional selections and/or incorporate that information into the disclosure.
<b>Section 4 – Beneficiary information</b>	
Beneficiary Overflow Form (and all other form names that appear in the gutter/side instructions)	We bracket all administrative form names to accommodate changes to the form name. Administrative forms are not filed for review by the insurance departments and are used to accommodate usual and customary day-to-day company practices. The bracketing of form names/numbers appears in Section 4, Section 5c, and 9b.
<b>Section 5 – Contract type and source of funds</b>	
Premium payment information	\$25,000 is bracketed to allow for different purchase payment minimums by product design. This information may not appear on the electronic version of the application. Range is \$10,000 to \$100,000.

Non-qualified contract source of funds	We bracket this information as this section may be removed for any product that can be sold only as a qualified contract.
Qualified contract source of funds	Bracketed to allow for terminology changes to the source of funds or to remove source of funds for which future product variations may not allow.
Type of qualified contract	We bracket this information as this section may be removed for any product that is sold as a non-qualified contract.
Information Sharing Agreement	Bracketed to allow for possible changes to the name of this administrative form.
<b>Section 6 – Optional Benefits; Electronic document delivery information</b>	
Optional benefits	Any applicable optional benefits may not appear based on product design, benefits as approved by each jurisdiction, whether the application is paper or electronic, and the benefits made available for solicitation.
Electronic document delivery	We bracket this information to allow the flexibility of posing this question to an applicant when we make electronic document delivery available. This section is primarily for the benefit of an agent using a paper application and inquiring as to whether or not a client would like only to receive information regarding the future possibility of electronic delivery of documents. <b>Note:</b> We are not attempting to obtain authorization to deliver the product electronically based on the client's response or any information provided in this section.
<b>Section 7 – State notices and disclosures</b>	
State notices	Each state notice is bracketed to allow for changes in the wording as required by the applicable states. We may also change the state designation for a particular disclosure based upon whether or not a state adopts new and/or existing language. The last disclosure regarding all other states is based on the NAIC Model language and is bracketed to allow for changes as suggested by the NAIC. The statement to return the disclosure page may not appear on the electronic version of the application. We also reserve the right to revise this language as appropriate to encourage the attachment of this page to the completed application to encourage an efficient application process.
<b>Section 8 – Owner signature</b>	
Joint owner signature	This will show if a joint owner is named at application. The owner and whether or not the contract is qualified or non-qualified control the selection of a joint owner. This information may appear or not appear based on whether a joint owner is named, whether the application is paper or electronic and based on product design. This item is bracketed to accommodate qualified products that by definition do not allow joint owners.
Regular mail/overnight delivery	These are bracketed to accommodate possible changes to the addresses.
<b>Section 9 – Producer signature</b>	
California producers disclosure	This is a state notice required in California only and is

	bracketed to allow for changes in the wording as required in that state. Should this version of the paper application not be made available in the state of California or if the electronic version of the application is completed in another jurisdiction this information will not appear.
I have verified...	This information is directly related to proposed legislation regarding the Patriot Act.
Patriot Act	This information is directly related to proposed legislation regarding the Patriot Act. As the final legislation has not been passed we ask to reserve the right to update the language requirements as necessary to agree with any final legislation. This information will not appear on the application until such time as the final legislation is passed and the appropriate language is created.
License number	This is a state notice required in Florida only and is bracketed to allow for changes in the wording as required in that state. Should this version of the paper application not be made available in the state of Florida or if the electronic version of the application is completed in another jurisdiction this information will not appear.
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Commission Option	Depending on the distributor and the product, all commission options may or may not be available. Therefore, only the appropriate options will be shown. If product does not have any commission options, this section and the related side note will be removed.

We hereby certify the final form issued to the consumer will not contain brackets denoting variable text. Any variable text included in this Statement of Variability will be effective only for future issues. The use of variable text will be administered in a uniform and non-discriminatory manner and will not result in unfair discrimination. Only text included in this Statement will be allowed to be used on the referenced forms received by consumers. Any changes to variable text or permissible range of values will be submitted for approval prior to implementation.

For Genworth Life and Annuity Insurance Company



Paul Loveland, Vice President Product Compliance