

SERFF Tracking Number: GEFA-126067026 State: Arkansas
Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number: 41812
Company Tracking Number: P5429 01/09
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Death Benefit Riders (P5429 01/09, P5430 01/09, P5431 01/09)
Project Name/Number: Death Benefit Riders (2009)/P5429 01/09, et al

Filing at a Glance

Company: Genworth Life and Annuity Insurance Company

Product Name: Death Benefit Riders (P5429 01/09, P5430 01/09, P5431 01/09) SERFF Tr Num: GEFA-126067026 State: Arkansas

TOI: A03I Individual Annuities - Deferred Variable

SERFF Status: Closed-Approved-Closed State Tr Num: 41812

Sub-TOI: A03I.002 Flexible Premium

Co Tr Num: P5429 01/09

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Brenda Bond, Ronald Jackson

Disposition Date: 03/18/2009

Date Submitted: 03/12/2009

Disposition Status: Approved-Closed

Implementation Date Requested: 05/01/2009

Implementation Date:

State Filing Description:

General Information

Project Name: Death Benefit Riders (2009)

Status of Filing in Domicile: Pending

Project Number: P5429 01/09, et al

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: N/A

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 03/18/2009

Explanation for Other Group Market Type:

State Status Changed: 03/18/2009

Deemer Date:

Created By: Ronald Jackson

Submitted By: Brenda Bond

Corresponding Filing Tracking Number:

Filing Description:

Genworth Life and Annuity Insurance Company

NAIC Group 350, Company 65536

P5429 01/09, Annual Step-Up Death Benefit Rider

P5430 01/09, Rollup Death Benefit Rider

P5431 01/09, Earnings Protector Death Benefit Rider

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

SERFF Tracking Number: GEFA-126067026 State: Arkansas
Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number: 41812
Company Tracking Number: P5429 01/09
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Death Benefit Riders (P5429 01/09, P5430 01/09, P5431 01/09)
Project Name/Number: Death Benefit Riders (2009)/P5429 01/09, et al

forms. These forms are being submitted concurrently to Virginia, our state of domicile.

We may currently use these riders with form P1165A 4/05, Flexible Premium Variable Deferred Annuity Contract, which was approved by your Department on 09/16/05. We may also offer these riders with other annuity contracts approved by your Department.

The Annual Step-Up Death Benefit Rider is intended for use with new issues of any variable annuity contract approved by your state. The rider provides for an optional death benefit that is coordinated with all death benefits added to the contract. The annual step-up death benefit will be equal to the highest contract anniversary value adjusted pro-rata for withdrawals as described in the rider. We assess a charge for the rider, in arrears, at the beginning of each quarter after the first and at surrender (pro-rata). The charge is assessed against the value of the death benefit calculated under the rider and deducted from the Contract Value. Any applicable charge will be shown on the data page. We certify the charge for any owner will never be greater than 1.00% annually.

The Rollup Death Benefit Rider is intended for use with new issues of any variable annuity contract approved by your state. The rider provides for an optional death benefit that is coordinated with all death benefits added to the contract. To calculate the rollup death benefit, purchase payments are accumulated at the applicable percentage, up to a maximum age, limited by a maximum of 200% of purchase payments. The rollup death benefit is reduced dollar-for-dollar if withdrawals in any contract year never exceed the applicable percentage of purchase payments. We assess a charge for the rider, in arrears, at the beginning of each quarter after the first and at surrender (pro-rata). The charge is assessed against the value of the death benefit calculated under the rider and deducted from the Contract Value. Any applicable charge will be shown on the data page. We certify the charge for any owner will never be greater than 1.50% annually.

The Earnings Protector Death Benefit Rider is intended for use with new issues of any variable annuity contract approved by your state. The form provides an additional death benefit that is intended to help cover the tax consequences relating to gains contained in variable deferred annuities. Therefore, as defined in the rider, a death benefit related to the gain in the contract is paid. We assess a charge for the rider, in arrears, at the beginning of each quarter after the first and at surrender (pro-rata). The charge is assessed against the Contract Value at the time of deduction. Any applicable charge will be shown on the data page. We certify the charge for any owner will never be greater than 0.50% annually.

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

The minimum issue age for these riders will be controlled by the base contract to which they are attached. The maximum issue age is 75.

SERFF Tracking Number: GEFA-126067026 State: Arkansas
Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number: 41812
Company Tracking Number: P5429 01/09
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: Death Benefit Riders (P5429 01/09, P5430 01/09, P5431 01/09)
Project Name/Number: Death Benefit Riders (2009)/P5429 01/09, et al

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

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

If there are any questions, please contact me using the information provided below.

Sincerely,

Ronald N. Jackson, Sr. Contract Analyst
Email: ronald.jackson@genworth.com
Phone #: (804) 289-6725
Fax #: (804) 289-3617 or (804) 281-6916

Company and Contact

Filing Contact Information

Ronald N. Jackson, Contract Analyst ronald.jackson@genworth.com
Product Compliance 804-289-6725 [Phone]
P O Box 27601 804-281-6916 [FAX]
Richmond, VA 23261-7601

Filing Company Information

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

Filing Fees

Fee Required? Yes
Fee Amount: \$60.00
Retaliatory? No

SERFF Tracking Number: GEFA-126067026 State: Arkansas
Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number: 41812
Company Tracking Number: P5429 01/09
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: Death Benefit Riders (P5429 01/09, P5430 01/09, P5431 01/09)
Project Name/Number: Death Benefit Riders (2009)/P5429 01/09, et al
Fee Explanation: 3 x 20
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Genworth Life and Annuity Insurance Company	\$60.00	03/12/2009	26353344

SERFF Tracking Number: GEFA-126067026 State: Arkansas
Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number: 41812
Company Tracking Number: P5429 01/09
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: Death Benefit Riders (P5429 01/09, P5430 01/09, P5431 01/09)
Project Name/Number: Death Benefit Riders (2009)/P5429 01/09, et al

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	03/18/2009	03/18/2009

SERFF Tracking Number: GEFA-126067026 State: Arkansas
 Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number: 41812
 Company Tracking Number: P5429 01/09
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: Death Benefit Riders (P5429 01/09, P5430 01/09, P5431 01/09)
 Project Name/Number: Death Benefit Riders (2009)/P5429 01/09, et al

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Variability		Yes
Supporting Document	Fee form		Yes
Form	Annual Step-Up Death Benefit Rider		Yes
Form	Rollup Death Benefit Rider		Yes
Form	Earnings Protector Death Benefit Rider		Yes

SERFF Tracking Number: GEFA-126067026 State: Arkansas
 Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number: 41812
 Company Tracking Number: P5429 01/09
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: Death Benefit Riders (P5429 01/09, P5430 01/09, P5431 01/09)
 Project Name/Number: Death Benefit Riders (2009)/P5429 01/09, et al

Form Schedule

Lead Form Number: P5429 01/09

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	P5429 01/09	Policy/Cont Annual Step-Up ract/Fratern Death Benefit Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	p5429_0109. pdf
	P5430 01/09	Policy/Cont Rollup Death Benefit ract/Fratern Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	p5430_0109. pdf
	P5431 01/09	Policy/Cont Earnings Protector ract/Fratern Death Benefit Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	p5431_0109. pdf

GENWORTH LIFE AND ANNUITY INSURANCE COMPANY

ANNUAL STEP-UP DEATH BENEFIT RIDER

This rider is added to the Contract. It provides for an optional death benefit.

Annual Step-Up Death Benefit

While this rider is in effect, we will pay a death benefit equal to the greatest of (a), (b), and (c), as of the first Valuation Day we receive due proof of death of an Annuitant and all required forms at our Home Office, where:

- (a) is the Death Benefit provided for under the Death Provisions section in the Contract;
- (b) is the Annual Step-Up Death Benefit described below; and
- (c) is a death benefit provided by an optional rider.

The Annual Step-Up Death Benefit on the Contract Date is the initial Purchase Payment. We will reset the Annual Step-Up Death Benefit on each Contract anniversary up to and including the later of (i) the [fifth] Contract anniversary and (ii) the first Contract anniversary on or after the [80th] birthday of the oldest Annuitant. We will also reset the Annual Step-Up Death Benefit on the first Valuation Day we receive due proof of death and all required forms at our Home Office. At each reset date, the Annual Step-Up Death Benefit equals the greater of (a) and (b), where:

- (a) is the Contract Value; and
- (b) is the Annual Step-Up Death Benefit on the last reset date plus Purchase Payments made since the last reset date, adjusted for any withdrawals since the last reset date.

The Annual Step-Up Death Benefit will not reset after the first Contract Anniversary on or after the [80th] birthday of the oldest Annuitant.

Annual Step-Up Death Benefit adjustment for withdrawals:

Withdrawals reduce the Annual Step-Up Death Benefit proportionally by the same percentage that the withdrawal, including all surrender charges and premium taxes paid, reduces the Contract Value.

Rider Charge

There will be a charge made for this rider, as shown on the Contract Data Pages, while it is in effect. The charge will be calculated and deducted in arrears. The charge is calculated [quarterly] as a percentage of the value of the Annual Step-Up Death Benefit on the last reset date, plus Purchase Payments made since the last reset date adjusted for any withdrawals since the last reset date, and deducted [quarterly] from the Contract Value. If a spouse is added as a Joint Annuitant after the Contract is issued, a new charge for the rider may apply. This new charge may be higher than the charge previously applied for this rider. On the day the rider and/or the Contract terminates, the charge for this rider will be calculated, prorata, and deducted.

The charge for this rider will be deducted from the Contract Value proportionately across the Subaccounts and Guarantee Account in which you are invested.

When this Rider is Effective

The effective date of this rider is the Contract Date unless another effective date is shown on the Contract Data Pages. This rider may not be terminated prior to the Annuity Commencement Date. When Income Payments begin, this rider and its corresponding charge will terminate. If the Contract is surrendered or otherwise terminated, this rider will terminate. If the Contract is terminated and later reinstated, this rider cannot be reinstated without our approval.

Resets of the Annual Step-Up Death Benefit will end on the first Valuation Day the Contract Value equals zero. On this day, if your Contract has not terminated, your Annual Step-Up Death Benefit will be the Annual Step-Up Death Benefit on the last reset date plus Purchase Payments made since the last reset date, adjusted for any withdrawals since the last reset date. The Annual Step-Up Death Benefit will not reset after this day.

If a Joint Annuitant is added to the Contract after the date this rider is issued, the calculation of benefits provided pursuant to this rider will be determined based on the age of the Annuitant(s) on the date the Joint Annuitant is added to the Contract.

Change of Ownership

In the event that the underlying Contract is assigned or sold, unless under a court ordered assignment, this rider will terminate on such date of sale or assignment.

Issue Age

This rider is only available if all Annuitants are age [75 or younger] on the Contract Date.

Spousal Continuation

Upon the death of any Annuitant, if the designated beneficiary is a surviving spouse who is an Annuitant and elects to continue the Contract, this rider will continue.

Upon the death of any Annuitant, if the designated beneficiary is a surviving spouse who is not an Annuitant, elects to continue the Contract and is age [75 or younger] on the date of the Annuitant's death, this rider will continue. The charge for this rider may change. The charge for this rider and the calculation of benefits provided pursuant to this rider when continued will be determined based on the age of the surviving spouse on the date of the Annuitant's death.

For Genworth Life and Annuity Insurance Company,

[]

[Pamela S. Schutz]
President

GENWORTH LIFE AND ANNUITY INSURANCE COMPANY

ROLLUP DEATH BENEFIT RIDER

This rider is added to the Contract. It provides for an optional death benefit.

Rollup Death Benefit

While this rider is in effect, we will pay a death benefit equal to the greatest of (a), (b), and (c), as of the first Valuation Day we receive due proof of death of an Annuitant and all required forms at our Home Office, where:

- (a) is the Death Benefit provided for under the Death Provisions section in the Contract;
- (b) is the Rollup Death Benefit described below; and
- (c) is a death benefit provided by an optional rider.

The Rollup Death Benefit on the Contract Date is the initial Purchase Payment. We will reset the Rollup Death Benefit at the end of each Valuation Period. At the end of each Valuation Period after the Contract Date, the Rollup Death Benefit is reset to the lesser of (a) and (b), where:

- (a) is 200% of Purchase Payments made; and
- (b) is the sum of (i) and (ii), multiplied by (iii), where:
 - (i) is the Rollup Death Benefit at the end of the prior Valuation Period;
 - (ii) is any Purchase Payment(s) made since the last Valuation Period; and
 - (iii) is a daily interest factor, equivalent to the annual rollup and withdrawal factor as shown on the Contract Data Pages.

The Rollup Death Benefit will not reset after the first Contract Anniversary after the [85th] birthday of the oldest Annuitant.

Rollup Death Benefit adjustment for withdrawals:

Withdrawals each Contract year, up to the annual rollup and withdrawal factor as shown on the Contract Data Pages multiplied by Purchase Payments, calculated at the time of the withdrawals, reduce the Rollup Death Benefit by the same amount that the withdrawal, including all surrender charges and premium taxes paid, reduces the Contract Value. In addition, if a withdrawal plus all prior withdrawals made in any Contract year is greater than the annual rollup and withdrawal factor shown on the Contract Data Pages multiplied by Purchase Payments, we also will reduce the Rollup Death Benefit pro-rata for each dollar that the withdrawal is in excess of the annual rollup and withdrawal factor shown on the Contract Data Pages multiplied by Purchase Payments. We will reduce the Rollup Death Benefit proportionally, for that excess withdrawal and all future withdrawals until the next Contract anniversary, by the same percentage that the withdrawal, including all surrender charges and premium taxes paid, reduces the Contract Value.

Rider Charge

There will be a charge made for this rider, as shown on the Contract Data Pages, while it is in effect. The charge will be calculated and deducted in arrears. The charge is calculated [quarterly] as a percentage of the value of the Rollup Death Benefit on that date and deducted [quarterly] from Contract Value. If a spouse is added as Joint Annuitant after the Contract is issued, a new charge for the rider may apply. This new charge may be higher than the charge

previously applied for this rider. On the day the rider and/or the Contract terminates, the charge for this rider will be calculated, prorata, and deducted.

The charge for this rider will be deducted from the Contract Value proportionately across the Subaccounts and Guarantee Account in which you are invested.

When this Rider is Effective

The effective date of this rider is the Contract Date unless another effective date is shown on the Contract Data Pages. This rider may not be terminated prior to the Annuity Commencement Date. When Income Payments begin, this rider and its corresponding charge will terminate. If the Contract is surrendered or otherwise terminated this rider will terminate. If the Contract is terminated and later reinstated, this rider cannot be reinstated without our approval.

Resets of the Rollup Death Benefit will end on the first Valuation Day the Contact Value equals zero. On this day, if your Contract has not terminated, your Rollup Death Benefit will be the Rollup Death Benefit on the last reset date, adjusted for any withdrawals since the last reset date. The Rollup Death Benefit will not reset after this day.

If a Joint Annuitant is added to the Contract after the date this rider is issued, the calculation of benefits provided pursuant to this rider will be determined based on the age of the Annuitants on the date the Joint Annuitant is added to the Contract.

Change of Ownership

In the event that the underlying Contract is assigned or sold, unless under a court ordered assignment, this rider will terminate on such date of sale or assignment.

Issue Age

This rider is only available if all Annuitants are age [75 or younger] on the Contract Date.

Spousal Continuation

Upon the death of any Annuitant, if the designated beneficiary is a surviving spouse who is an Annuitant and elects to continue the Contract, this rider will continue.

Upon the death of any Annuitant, if the designated beneficiary is a surviving spouse who is not an Annuitant, this rider will not continue. The rider and the rider charge will terminate.

For Genworth Life and Annuity Insurance Company,

[]

[Pamela S. Schutz]
President

GENWORTH LIFE AND ANNUITY INSURANCE COMPANY

EARNINGS PROTECTOR DEATH BENEFIT RIDER

This rider is added to the Contract. It provides for an optional death benefit, which is added to the Death Benefit payable under your Contract.

Earnings Protector Death Benefit

Earnings Protector Death Benefit if all Annuitant(s) are age 70 or younger at issue:

The Earnings Protector Death Benefit is equal to 40% of earnings defined as (a) minus (b), where:

- (a) is the Contract Value as of the first Valuation Day as of which we have receipt of due proof of death and all required forms at our Home Office; and
- (b) is the sum of Purchase Payments paid adjusted for withdrawals, including surrender charges and premium taxes.

The Earnings Protector Death Benefit, as calculated above, cannot exceed 70% of Purchase Payments paid adjusted for withdrawals, including surrender charges and premium taxes. Purchase Payments, other than the initial Purchase Payment, paid within 12 months of death are not included in this calculation. The Earnings Protector Death Benefit will never be less than zero.

Earnings Protector Death Benefit if any Annuitant(s) is age 71 or older at issue:

The Earnings Protector Death Benefit is equal to 25% of earnings defined as (a) minus (b), where:

- (a) is the Contract Value as of the first Valuation Day as of which we have receipt of due proof of death and all required forms at our Home Office; and
- (b) is the sum of Purchase Payments paid adjusted for withdrawals, including surrender charges and premium taxes.

The Earnings Protector Death Benefit, as calculated above, cannot exceed 40% of Purchase Payments paid adjusted for withdrawals, including surrender charges and premium taxes. Purchase Payments, other than the initial Purchase Payment, paid within 12 months of death are not included in this calculation. The Earnings Protector Death Benefit will never be less than zero.

When the Earnings Protector Death Benefit will be calculated:

The Earnings Protector Death Benefit will be calculated as of the first Valuation Day as of which we have receipt of due proof of death and all required forms at our Home Office.

Rider Charge

There will be a charge made for this rider, as shown on the Contract Data Pages, while it is in effect. The charge will be calculated and deducted in arrears. The charge is calculated [quarterly] as a percentage of the Contract Value on that date and deducted [quarterly] from the Contract Value. If a spouse is added as Joint Annuitant after the Contract is issued, a new charge for the rider may apply. This new charge may be higher than the charge previously applied for this rider. On the day the rider and/or the Contract terminates, the charge for this rider will be calculated, prorata, and deducted.

The charge for this rider will be deducted from the Contract Value proportionately across the Subaccounts and Guarantee Account in which you are invested.

When this Rider is Effective

The effective date of this rider is the Contract Date unless another effective date is shown on the Contract Data Pages. This rider may not be terminated prior to the Annuity Commencement Date. When Income Payments begin, this rider and its corresponding charge will terminate. If the Contract is surrendered or otherwise terminated, this rider will terminate. If the contract is terminated and later reinstated, this rider cannot be reinstated without our approval.

If a Joint Annuitant is added to the Contract after the date this rider is issued, the calculation of benefits provided pursuant to this rider will be determined based on the age of the Annuitant(s) on the date the Joint Annuitant is added to the Contract.

Change of Ownership

In the event that the underlying Contract is assigned or sold, unless under a court ordered assignment, this rider will terminate on such date of sale or assignment.

Issue Age

This rider is only available if all Annuitants are age [75 or younger] on the Contract Date.

Spousal Continuation

Upon the death of any Annuitant, if the designated beneficiary is a surviving spouse who is an Annuitant and elects to continue the Contract, this rider will continue. For purposes of this provision, all references to age at issue will mean the age of all Annuitant(s) on the date the rider was issued. All references to "sum of Purchase Payments paid" and "Purchase Payments paid" will mean the Contract Value determined for the continued Contract on the same Valuation Day after all benefits are paid under the Contract and any riders as a result of the first death of an Annuitant.

Upon the death of any Annuitant, if the designated beneficiary is a surviving spouse who is not an Annuitant, elects to continue the Contract and is age [75 or younger] on the date of the Annuitant's death, this rider will continue. The charge for this rider may change. The charge for this rider and the calculation of benefits provided pursuant to this rider when continued will be determined based on the age of the surviving spouse on the date of the Annuitant's death. For purposes of this provision, all references to age at issue will mean the age of the surviving spouse on the date of death of the Annuitant. All references to "sum of Purchase Payments paid" and "Purchase Payments paid" will mean the Contract Value determined for the continued Contract on the same Valuation Day after all benefits are paid under the Contract and any riders as a result of the first death of an Annuitant.

For Genworth Life and Annuity Insurance Company,

[]

[Pamela S. Schutz]
President

SERFF Tracking Number: GEFA-126067026 State: Arkansas
 Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number: 41812
 Company Tracking Number: P5429 01/09
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: Death Benefit Riders (P5429 01/09, P5430 01/09, P5431 01/09)
 Project Name/Number: Death Benefit Riders (2009)/P5429 01/09, et al

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: ARcomp.pdf		
Bypassed - Item: Application Bypass Reason: Not applicable to this rider filing. Comments:		
Satisfied - Item: Variability Comments: Attachment: VarStmnt.pdf		
Satisfied - Item: Fee form Comments: Attachment: ARfee.pdf		

ARKANSAS CERTIFICATION

P5429 01/09, Annual Step-Up Death Benefit Rider
P5430 01/09, Rollup Death Benefit Rider
P5431 01/09, Earnings Protector Death Benefit Rider

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

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

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

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

For Genworth Life and Annuity Insurance Company



Paul Loveland
Vice President Product Compliance

CERTIFICATION OF VARIABILITY

P5429 01/09, Annual Step-Up Death Benefit Rider
P5430 01/09, Rollup Death Benefit Rider
P5431 01/09, Earnings Protector Death Benefit Rider

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

P5429 01/09, Annual Step-Up Death Benefit Rider

Annual Step-Up Death Benefit (page 1): We will reset the annual step-up death benefit on each contract anniversary up to and including the later of (i) the [fifth through the tenth] contract anniversary and (ii) the first contract anniversary on or after the 75th (minimum) through 85th (maximum) birthday of the oldest annuitant.

The annual step-up death benefit will not reset after the first contract anniversary on or after no earlier than the 75th birthday or later than the 85th birthday of the oldest annuitant.

Rider Charge (page 1): The charge may be calculated and deducted monthly, quarterly, semi-annually or annually.

Issue Age (page 2): Currently, this rider is currently available if all Annuitants are age 75 or younger on the Contract Date. However, we may adjust the age limitation to as low as 65 or younger and as high as 85 or younger.

Spousal Continuation (page 2): Currently, this rider is only available if all Annuitants are age 75 or younger on the Contract Date. However, we may adjust the age limitation to as low as 65 or younger and as high as 85 or younger.

Upon the death of any Annuitant, if the designated beneficiary is a surviving spouse who is not an Annuitant, elects to continue the Contract and is age 75 or younger on the date of the Annuitant's death, the rider will continue. However, we may adjust the age limitation to as low as 65 or younger and as high as 85 or younger.

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

P5430 01/09, Rollup Death Benefit Rider

Rollup Death Benefit (page 1): Currently, the rollup death benefit will not reset after the first contract anniversary after the 85th birthday of the oldest Annuitant. However, we may adjust the age limitation to as low as 65 or younger and as high as 90 or younger.

Rider Charge (page 1): The charge may be calculated and deducted monthly, quarterly, semi-annually or annually.

Issue Age (page 2): Currently, this rider is currently available if all Annuitants are age 75 or younger on the Contract Date. However, we may adjust the age limitation to as low as 65 or younger and as high as 85 or younger.

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

P5431 01/09, Earnings Protector Death Benefit Rider

Rider Charge (page 1): The charge may be calculated and deducted monthly, quarterly, semi-annually or annually.

Issue Age (page 2): Currently, this rider is currently available if all Annuitants are age 75 or younger on the Contract Date. However, we may adjust the age limitation to as low as 65 or younger and as high as 85 or younger.

Spousal Continuation (page 2): Upon the death of any Annuitant, if the designated beneficiary is a surviving spouse who is not an Annuitant, elects to continue the Contract and is age 75 or younger on the date of the Annuitant's death, the rider will continue. However, we may adjust the age limitation to as low as 65 or younger and as high as 85 or younger.

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

The Following Items Will Appear On The Contract Data Pages In Conjunction With The Riders:

The charge for P5429 01/09, Annual Step-Up Death Benefit Rider, will be a minimum of 0.10% annually and a maximum of 1.00% annually. We certify the charge for any owner will never be greater than 1.00% annually. The charge is a benefit-based charge and will be shown in the Charges section on the data page.

The charge for P5430 01/09, Rollup Death Benefit Rider, will be a minimum of 0.30% annually and a maximum of 1.50% annually. We certify the charge for any owner will never be greater than 1.50% annually. Any applicable charge will be shown on the data page. The charge is assessed against the Contract Value at the time of deduction. The charge is a benefit-based charge and will be shown in the Charges section on the data page.

Also, if the oldest Annuitant is age 70 or under at issue, the annual percentage used to calculate the rollup and to limit dollar-for-dollar withdrawals may range from 3% to 5%. If the oldest Annuitant is over age 70 at issue, this annual percentage is may range from 2% to 4%.

The charge for P5431 01/09, Earnings Protector Death Benefit Rider, will be a minimum of 0.10% annually and a maximum of 0.50% annually. We certify the charge for any owner will never be greater than 0.50% annually. Any applicable charge will be shown on the data page. The charge is assessed against the contract value at the time of deduction and will be shown in the Charges section on the data page.

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

For Genworth Life and Annuity Insurance Company



Paul Loveland
Vice President, Product Compliance

ATTN: LIFE & HEALTH DIVISION, ARKANSAS INSURANCE DEPARTMENT

Company Name: Genworth Life and Annuity Insurance Company

Company NAIC Code: Group 350, Company 65536

Company Contact Person&Telephone #: Ronald N. Jackson (804) 289-6725

* 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. **3 X \$20= \$60**
**Retaliatory

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=