

SERFF Tracking Number: GEFA-127302807 State: Arkansas
Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number: 49500
Company Tracking Number: GA3003-0711
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed
Product Name: GA3003-0711
Project Name/Number: GA3003-0711/GA3003-0711

Filing at a Glance

Company: Genworth Life and Annuity Insurance Company

Product Name: GA3003-0711

SERFF Tr Num: GEFA-127302807 State: Arkansas

TOI: A071 Individual Annuities - Special

SERFF Status: Closed-Approved-
Closed State Tr Num: 49500

Sub-TOI: A071.001 Equity Indexed

Co Tr Num: GA3003-0711 State Status: Waiting Industry
Response

Filing Type: Form

Reviewers: Brenda Bond, Ronald
Disposition Date: 08/26/2011

Authors: Brenda Bond, Ronald
Jackson

Date Submitted: 08/08/2011

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: GA3003-0711

Status of Filing in Domicile: Pending

Project Number: GA3003-0711

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

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 08/26/2011

State Status Changed: 08/15/2011

Deemer Date:

Created By: Brenda Bond

Submitted By: Ronald Jackson

Corresponding Filing Tracking Number:

Filing Description:

RE: Genworth Life and Annuity Insurance Company

NAIC Group 350, Company 65536

GA3003-0711 Single Premium Deferred Annuity Contract with Market Value Adjustment and Optional Indexed Interest Crediting

GA3003DP-0711 Data Pages

GA3004-0711 Single Premium Deferred Annuity Contract with Market Value Adjustment and Optional Indexed Interest Crediting

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GA3004DP-0711 Data Pages

GA426E-0511 Limited Waiver of Surrender Charge and MVA for Confinement to a Medical Care Facility Endorsement

GA427E-0511 Guaranteed Minimum Contract Value Endorsement

GA428E-0511 Free Withdrawal for Required Minimum Distribution Endorsement

GA429E-0511 Bailout Waiver of Surrender Charge and MVA Endorsement

GA300R-0511 Guaranteed Minimum Withdrawal Benefit for Life Rider

119244GA 05/2011 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.

GA3003-0711, Individual Single Premium Deferred Annuity Contract with Market Value Adjustment and Optional Indexed Interest Crediting

This non-registered Single Premium Deferred Annuity Contract with index crediting 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) and optional index crediting. 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 both fixed rate and indexed interest crediting strategies that the owner may allocate the Single Premium. The indexed interest crediting strategies credit interest annually based on the performance of the index (S&P 500) and the prescribed strategy calculation. Interest is credited on the last day of each Contract year. Each contract anniversary, the owner may re-allocate the Contract Value among the available Interest Crediting Strategies. Prior to the end of the surrender charge period, surrenders and withdrawals in excess of the free withdrawal amount are subject to surrender charge and MVA.

No assumptions or provisions unfairly discriminate in availability, rates, benefits, or any other way for individuals of the same class, equal expectation of life, and degree of risk or hazard.

GA3004-0711, Individual Single Premium Deferred Annuity Contract with Market Value Adjustment and Optional Indexed Interest Crediting

This non-registered Single Premium Deferred Annuity Contract with index crediting 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) and optional index crediting. 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

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Project Name/Number: GA3003-0711/GA3003-0711

both the non-qualified and qualified markets.

This contract includes a premium enhancement which is an amount added to the Contract Value on the Effective Date that is equal to a percentage of the Single Premium and that vests over time.

The Contract will offer both fixed rate and indexed interest crediting strategies that the owner may allocate the Single Premium. The indexed interest crediting strategies credit interest annually based on the performance of the index (S&P 500) and the prescribed strategy calculation. Interest is credited on the last day of each Contract year. Each contract anniversary, the owner may re-allocate the Contract Value among the available Interest Crediting Strategies. Prior to the end of the surrender charge period, surrenders and withdrawals in excess of the free withdrawal amount are subject to surrender charge, loss of the unvested portion of the premium enhancement and MVA.

No assumptions or provisions unfairly discriminate in availability, rates, benefits, or any other way for individuals of the same class, equal expectation of life, and degree of risk or hazard.

GA426E-0511, Limited Waiver of Surrender Charge and MVA for Confinement to a Medical Care Facility Endorsement
This endorsement provides a limited waiver of the surrender charge and the MVA by increasing the Free Withdrawal Percentage available under the Contract if the Owner or any Joint Owner is confined in a medical care facility. There is no charge for this endorsement. The endorsement will be available only at issue of the contract. It may be available for issue with both contracts.

GA427E-0511, Guaranteed Minimum Contract Value Endorsement

This endorsement provides for a minimum Contract Value that is guaranteed only on a Guaranteed Minimum Contract Value Benefit Date. There is no charge for this endorsement. The endorsement will be available only at issue of the Contract. It may be available for issue with both contracts.

GA428E-0511, 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 and it will be available only at issue. It may be available for issue with both contracts.

GA429E-0511, Bailout Waiver of Surrender Charge and MVA Endorsement

This endorsement provides that during each Bailout Window, if the Annual Cap for the Annual Cap Strategy is lower than the Bailout Annual Cap, the owner may take a Withdrawal or surrender without a surrender charge or MVA. This may be exercised even if the Owner does not have Accumulation Value in the Annual Cap Strategy. There is no charge for this endorsement and it will be available only at issue. It may be available for issue with both contracts.

GA300R-0511, Guaranteed Minimum Withdrawal Benefit for Life Rider

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Project Name/Number: GA3003-0711/GA3003-0711

This rider is optional and may be purchased with the annuity contracts. The rider will be available only at issue of the Contract. The rider guarantees that if you limit total Income Withdrawals in each Contract Year to an amount no greater than the Withdrawal Limit, then the owner will be eligible to take Income Withdrawals in Contract Year equal to the Withdrawal Limit until the death of last Annuitant. It may be available for issue with both contracts.

119244GA 05/2011, Individual Single Premium Deferred Annuity Application

The application may be used with the submitted contracts and any other similar approved contract(s).

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 90. 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 for approval. Each variable item is addressed in the Statement of Variability.

Should you require additional information please use the below information.

Sincerely,

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

Brenda Bond, Contract Analyst
Email: brenda.bond@genworth.com
Phone: (804) 922-5133

Company and Contact

Filing Contact Information

SERFF Tracking Number: GEFA-127302807 State: Arkansas
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 Product Name: GA3003-0711
 Project Name/Number: GA3003-0711/GA3003-0711

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: 4011 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: \$500.00
 Retaliatory? No
 Fee Explanation: 10 forms at \$50 each.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Genworth Life and Annuity Insurance Company	\$500.00	08/08/2011	50463536

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 Product Name: GA3003-0711
 Project Name/Number: GA3003-0711/GA3003-0711

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/26/2011	08/26/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	08/15/2011	08/15/2011	Brenda Bond	08/24/2011	08/24/2011

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 Product Name: GA3003-0711
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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 (revised)	Reserve Certification		Yes
Supporting Document	Reserve Certification	Replaced	Yes
Supporting Document	Compliance Certification		Yes
Supporting Document	Variability Statement		Yes
Supporting Document	Illustration		Yes
Supporting Document	Product Training Material/Marketing		Yes
Supporting Document	External-Indexed Contract Guidelines Certification		Yes
Supporting Document	Hedging Strategy		Yes
Form	Single Premium Deferred Annuity Contract with Market Value Adjustment and Optional Indexed Interest Crediting		Yes
Form	Data Pages		Yes
Form	Single Premium Deferred Annuity Contract with Market Value Adjustment and Optional Indexed Interest Crediting (Prem Enhance)		Yes
Form	Data Pages (Prem Enhance)		Yes
Form	Limited Waiver of Surrender Charge and MVA for Confinement to a Medical Care Facility Endorsement		Yes
Form	Guaranteed Minimum Contract Value Endorsement		Yes
Form	Free Withdrawal for Required Minimum Distribution Endorsement		Yes
Form	Bailout Waiver of Surrender Charge and MVA Endorsement		Yes
Form	Guaranteed Minimum Withdrawal Benefit for Life Rider		Yes
Form	Individual Single Premium Deferred Annuity Application		Yes

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Project Name/Number: GA3003-0711/GA3003-0711

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 08/15/2011
Submitted Date 08/15/2011
Respond By Date 09/15/2011

Dear Ronald N. Jackson,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: External Indexed contracts are subject to the External Indexed Guidelines. Please furnish certification that this filing is in compliance with these guidelines and certifications required by these guidelines.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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Product Name: GA3003-0711
Project Name/Number: GA3003-0711/GA3003-0711

Response Letter

Response Letter Status Submitted to State
Response Letter Date 08/24/2011
Submitted Date 08/24/2011

Dear Linda Bird,

Comments:

Response to 8/15/11 objections.

Response 1

Comments: Thank you for your review and comments on our filing. We have attached our certificate pursuant to Arkansas External-Indexed Contract Guidelines. We have also attached (1) our revised Reserve Certification and (2) our hedging strategy.

Brenda Bond

Related Objection 1

Comment:

External Indexed contracts are subject to the External Indexed Guidelines. Please furnish certification that this filing is in compliance with these guidelines and certifications required by these guidelines.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Reserve Certification

Comment:

Satisfied -Name: External-Indexed Contract Guidelines Certification

Comment:

Satisfied -Name: Hedging Strategy

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

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Form Schedule

Lead Form Number: GA3003-0711

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	GA3003-0711	Policy/Contract Certificate	Single Premium Deferred Annuity Contract with Market Value Adjustment and Optional Indexed Interest Crediting	Initial		51.900	GA3003-0711_rev1.pdf
	GA3003DP-0711	Data/Declaration Pages	Data Pages	Initial		51.900	GA3003DP-0711_rev1.pdf
	GA3004-0711	Policy/Contract Certificate	Single Premium Deferred Annuity Contract with Market Value Adjustment and Optional Indexed Interest Crediting (Prem Enhance)	Initial		50.400	GA3004-0711_rev1.pdf
	GA3004DP-0711	Data/Declaration Pages	Data Pages (Prem Enhance)	Initial		50.400	GA3004DP-0711_rev1.pdf
	GA426E-0511	Policy/Contract Certificate	Limited Waiver of Surrender Charge and MVA for Confinement to a Medical Care Facility, Insert Endorsement Page, Endorsement or Rider	Initial		50.400	GA426E-0511.pdf
	GA427E-0511	Policy/Contract Certificate	Guaranteed Minimum Contract Value Endorsement	Initial		50.400	GA427E-0511_rev1.pdf

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	Certificate: Amendmen t, Insert Page, Endorseme nt or Rider			
GA428E-0511	Policy/Cont Free Withdrawal for ract/Fratern Required Minimum al Distribution Certificate: Endorsement Amendmen t, Insert Page, Endorseme nt or Rider	Initial	50.400	GA428E-0511.pdf
GA429E-0511	Policy/Cont Bailout Waiver of ract/Fratern Surrender Charge al and MVA Certificate: Endorsement Amendmen t, Insert Page, Endorseme nt or Rider	Initial	50.400	GA429E-0511.pdf
GA300R-0511	Policy/Cont Guaranteed ract/Fratern Minimum Withdrawal al Benefit for Life Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	50.400	GA300R-0511 rev 1.pdf
119244GA 05/2011	Application/Individual Single Enrollment Premium Deferred Form Annuity Application	Initial	50.000	119244GA_0511_rev 1.pdf

INDIVIDUAL SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

Please read your Contract carefully. This annuity is a legal contract between the Owner (“you” or “your”) and Genworth Life and Annuity Insurance Company (the “Company,” “we,” “us” or “our”). We have issued this Contract in consideration of your payment of the Single Premium. We agree to make Income Payments beginning on the Maturity Date. Certain capitalized words used in this Contract are defined or explained in the Data Pages, the Definitions section and elsewhere in this Contract.

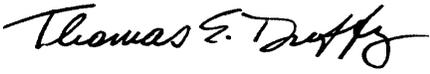
- **Right to Examine.** You have purchased an annuity. Carefully review your Contract for limitations. You may return this Contract to our Administrative Office within 20 days after its receipt (30 days if the Contract was issued as a replacement contract) for a refund of the Single Premium less any previous Withdrawals. If you do, we will treat the Contract as if it had never been issued.
- This Contract contains Index Crediting Strategies as described on the Data Pages. Surrender Values may increase based on the Index Credit calculation of the strategy(ies) you select. Index credits are not available until the end of each Contract Year. Although the Contract Value may be affected by the performance of an Index, the Contract does not directly or indirectly participate in any stock or equity investment including but not limited to, any dividend payments attributable to any such stock or equity investment.
- Benefits and amounts payable under this Contract may be adjusted upward or downward by the application of a Market Value Adjustment (MVA) formula. The MVA may increase or decrease the amount you receive.
- Information and details about surrender charges and the Market Value Adjustment can be found in the Data Pages and the Withdrawals, Surrenders and Market Value Adjustment section of the Contract. Your Contract Value will be reduced by the full amount of your Withdrawal; however the amount payable may be less due to surrender charges and MVA.

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 and Annuity Insurance Company,

	
THOMAS M. STINSON PRESIDENT	THOMAS E. DUFFY SECRETARY

GENWORTH LIFE AND ANNUITY INSURANCE COMPANY

INDIVIDUAL SINGLE PREMIUM DEFERRED ANNUITY CONTRACT WITH MARKET VALUE
ADJUSTMENT AND OPTIONAL INDEXED INTEREST CREDITING

NONPARTICIPATING STOCK COMPANY

CUSTOMER SERVICE TELEPHONE [(800) 352-9910]

ADMINISTRATIVE OFFICE:

[3100 Albert Lankford Rd.

Lynchburg, VA 24501-4948]

Data Pages

Contract Number:	[000000000]
Single Premium:	[\$50,000.00]
Minimum Single Premium Payment:	[\$25,000.00]
Maximum Cumulative Premium Payment Permitted for all Contracts and Policies:	[\$2,000,000.00]
Single Premium Initial Allocations:	
[1-10 Yr Fixed Rate Strategy:]	[20%]
[Annual Cap Strategy:]	[20%]
[Monthly Cap Strategy:]	[20%]
[Performance Triggered Strategy]	[20%]
[Monthly Average Strategy]	[20%]
Minimum Contract Value Requirement:	[\$10,000.00]
Maturity Date:	[May 1, 2071]
Nonforfeiture Interest Rates:	
Fixed Rate Crediting Strategies:	[1.0%]
Index Crediting Strategies:	[1.0%]
Minimum Guaranteed Surrender Value Percentage:	[87.5%]
Premium Tax Rate (If Applicable):	[0.00%]
Market Value Adjustment Index:	[The U.S. Treasury Constant Maturity Series] – [10 Yr]
Market Value Adjustment Index Rate (“i”) as used in the MVA Factor:	[3.5%]
Free Withdrawal Percentage:	[Not available in Contract Year [1]; [y%] thereafter]

Data Pages

Contract Number: [000000000]

Riders/Endorsements:

[Bailout Waiver of Surrender Charge and MVA Endorsement

Bailout Annual Cap 4.00%
 Bailout Window 45 days]

[Guaranteed Minimum Contract Value Endorsement

Guaranteed Minimum Contract Value Benefit Date May 1, 2018
 Guaranteed Minimum Contract Value Factor 107%]

[Limited Waiver of Surrender Charge and MVA for Confinement to a Medical Care Facility Endorsement

Benefit Eligibility Date: May 1, 2012
 Confinement Withdrawal Percentage: 20.00%]

[Guaranteed Minimum Withdrawal Benefit for Life Rider

Earliest Income Withdrawal Date: May 1, 2012
 Annual Charge: 0.95% of Benefit Base
 Roll-Up Period 10 years
 Daily Roll-Up Rate: Daily Equivalent of 6.00% annual rate
 Withdrawal Limit Trigger \$100
 Guaranteed Minimum Withdrawal Benefit for Life Minimum Contract Value \$100

Withdrawal Factor:

<u>Attained Age</u>	<u>For a Single Annuitant Contract</u>	<u>For a Joint Annuitant Contract</u>
50 – 54	3.0%	2.5%
55 – 59	4.0%	3.5%
60 – 64	4.5%	4.0%
65 – 74	5.0%	4.5%
75 – 79	6.0%	5.5%
80+	7.0%	6.5%]

Data Pages

Contract Number: [000000000]

Surrender Charge Period: [10 Years]

Table of Surrender Charge Percentages

Number of Completed Contract Years Before Surrender or Withdrawal	Surrender Charge Percentage
Less than 1	10
1 but less than 2	9
2 but less than 3	8
3 but less than 4	7
4 but less than 5	6
5 but less than 6	5
6 but less than 7	4
7 but less than 8	3
8 but less than 9	2
9 but less than 10	1
Thereafter	0

]

Data Pages

Contract Number: [000000000]

[10] Year Fixed Rate Strategy

Amount of Initial Premium Allocated To Strategy:	[\$10,000.00]
Initial Accumulation Value for [1-10] Year Fixed Rate Strategy:	[\$10,000.00]
Initial Interest Rate:	[2.0%]
Initial Guarantee Term:	[10] year
Renewal Guarantee Term:	[10] year
Minimum Guaranteed Interest Rate:	[1.0%]
Restrictions:	
Reallocations Into this Strategy:	[permitted]
Reallocations Out of this Strategy:	[permitted]

The [10] Year Fixed Rate Strategy is a Fixed Rate Crediting Strategy for which we will declare a fixed Interest Rate for the Initial Guarantee Term and any Renewal Guarantee Term. We credit interest compounded daily at rates we declare periodically. All Interest Rates we declare are annual effective Interest Rates.

Amounts allocated to this strategy will be credited with an Initial Interest Rate for the Initial Guarantee Term. The Initial Interest Rate, Initial Guarantee Term and Renewal Guarantee Term are shown above. At the end of the Initial Guarantee Term and each subsequent Renewal Guarantee Term, we will declare a renewal Interest Rate. The new Interest Rate will apply during the next Renewal Guarantee Term. No Interest Rate will be less than the Minimum Guaranteed Interest Rate shown above. In the case of a Withdrawal or surrender of the Contract, interest will be credited on the portion of this strategy's Accumulation Value withdrawn or surrendered up to the date we receive your request in a form satisfactory to us.

The following definitions apply to the [10] Year Fixed Rate Strategy:

Interest Rate - The interest rate we declare for each Guarantee Term. The Initial Interest Rate, which applies only to the Initial Guarantee Term, is listed above.

Guarantee Term - The number of year(s) for which each Interest Rate applies.

Data Pages

Contract Number: [000000000]

Annual Cap Strategy

Amount of Initial Premium Allocated To Strategy:	[\$10,000.00]
Initial Accumulation Value for Annual Cap Strategy:	[\$10,000.00]
Index:	S&P 500 [®] Index*
Initial Index Value:	[1100]
Initial Annual Cap:	[4.0%]
Minimum Annual Cap:	[3% yrs 1-10, 1% thereafter]
Restrictions:	
Reallocations Into this Strategy:	[permitted]
Reallocations Out of this Strategy:	[permitted]

The Annual Cap Strategy is an Index Crediting Strategy that credits interest annually based on the percentage change of the Index during the Contract Year. The Index Credit Percentage will never exceed the Annual Cap that we declare annually and will never be less than zero. The Index Credit is based on the Accumulation Value at the end of the Contract Year, with no partial Index Credit for amounts withdrawn or surrendered.

The following definitions apply to the Annual Cap Strategy:

Annual Cap - The maximum Index Credit Percentage, as defined below, for a Contract Year. The Annual Cap is declared annually in advance and is guaranteed for one Contract Year. The Initial Annual Cap is shown above.

Index Change - Is a percentage calculated as (a) divided by (b), minus 1, where:

- (a) is the Index Value on the last day of the Contract Year; and
- (b) is the Index Value on the last day of the prior Contract Year.

For purposes of calculating the Index Change at the end of the first Contract Year only, (b) is the Initial Index Value shown above.

Index Credit Percentage - The lesser of the Annual Cap and the Index Change for each Contract Year. The Index Credit Percentage will never be less than zero.

Index Credit - The amount of interest credited to the Accumulation Value. The Index Credit is equal to the Index Credit Percentage multiplied by the Accumulation Value for this strategy on the last day of the Contract Year.

[*The S&P 500[®] Index is a price index and does not reflect dividends paid on the underlying stocks.]
[“S&P 500[®]” is a trademark of The McGraw-Hill Companies, Inc. and has been licensed for use by the Company. This annuity is not sponsored, endorsed, sold, or promoted by Standard & Poor’s and Standard & Poor’s makes no representation regarding the advisability of purchasing the product.]

Data Pages

Contract Number: [000000000]

Monthly Cap Strategy

Amount of Initial Premium Allocated To Strategy:	[\$10,000.00]
Initial Accumulation Value for Monthly Cap Strategy:	[\$10,000.00]
Index:	S&P 500 [®] Index*
Initial Index Value:	[1100]
Initial Monthly Cap:	[2.0%]
Minimum Monthly Cap:	[0.50% yrs 1-10, 0.25% thereafter]
Restrictions:	
Reallocations Into this Strategy:	[permitted]
Reallocations Out of this Strategy:	[permitted]

The Monthly Cap Strategy is an Index Crediting Strategy that credits interest annually, based on the sum of Monthly Index changes. Any Monthly Index Change will never exceed the Monthly Cap that we declare annually. A negative Monthly Index Change will not be limited. Although a Monthly Index Change may be negative, the Index Credit Percentage will never be less than zero. The Index Credit is based on the Accumulation Value at the end of the Contract Year, with no partial Index Credit for amounts withdrawn or surrendered.

The following definitions apply to the Monthly Cap Strategy:

Monthly Cap - The maximum Monthly Index Change for a Contract Month. It is declared annually in advance and is guaranteed for one Contract Year. The Initial Monthly Cap is shown above.

Monthly Index Change - The lesser of the Monthly Cap and the result of (a) divided by (b), minus 1, where:

- (a) is the Index Value on the last day of the Contract Month; and
- (b) is the Index Value on the last day of the prior Contract Month.

For purposes of calculating the Monthly Index Change at the end of the first Contract Month during the first Contract Year only, (b) is the Initial Index Value shown above.

Index Credit Percentage - The sum of the twelve Monthly Index Changes during the Contract Year. The Index Credit Percentage will never be less than zero.

Index Credit - The amount of interest credited to the Accumulation Value. The Index Credit is equal to the Index Credit Percentage multiplied by the Accumulation Value for this strategy on the last day of the Contract Year.

[*The S&P 500[®] Index is a price index and does not reflect dividends paid on the underlying stocks.]
["S&P 500[®]" is a trademark of The McGraw-Hill Companies, Inc. and has been licensed for use by the Company. This annuity is not sponsored, endorsed, sold, or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing the product.]

Data Pages

Contract Number: [000000000]

Performance Triggered Strategy

Amount of Initial Premium Allocated To Strategy:	[\$10,000.00]
Initial Accumulation Value for Performance Triggered Strategy:	[\$10,000.00]
Index:	S&P 500 [®] Index*
Initial Index Value:	[1100]
Initial Specified Rate:	[4.0%]
Minimum Guaranteed Specified Rate:	[3% yrs 1-10, 1% thereafter]
Restrictions:	
Reallocations Into this Strategy:	[permitted]
Reallocations Out of this Strategy:	[permitted]

The Performance Triggered Strategy is an Index Crediting Strategy that credits interest annually only if the ending Index Value is greater than or equal to the starting Index Value. If any interest is credited, amounts allocated to this strategy will be credited with the Specified Rate. At the end of the first Contract Year and each subsequent Contract Year, we will declare a new Specified Rate. The Index Credit is based on the Accumulation Value at the end of the Contract Year, with no partial Index Credit for amounts withdrawn or surrendered.

The following definitions apply to the Performance Triggered Strategy:

Specified Rate - A percentage we declare annually in advance which is guaranteed for one Contract Year. The Initial Specified Rate is shown above.

Index Credit Percentage – A percentage determined for each Contract Year by comparing (a) and (b) where:

- (a) is the Index Value on the last day of the Contract Year; and
- (b) is the Index Value on the last day of the prior Contract Year.

If (a) is greater than or equal to (b), the Index Credit Percentage will equal the Specified Rate. If (a) is less than (b), the Index Credit Percentage will be 0.00%.

For purposes of calculating the Index Credit Percentage at the end of the first Contract Year only, (b) is the Initial Index Value shown above.

Index Credit - The amount of interest credited to the Accumulation Value. The Index Credit is equal to the Index Credit Percentage for the Contract Year multiplied by the Accumulation Value for this strategy on the last day of the Contract Year.

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Data Pages

Contract Number: [000000000]

Monthly Average Strategy

Amount of Initial Premium Allocated To Strategy:	[\$10,000.00]
Initial Accumulation Value for Monthly Average Strategy:	[\$10,000.00]
Index:	S&P 500 [®] Index*
Initial Index Value:	[1100]
Initial Annual Cap:	[5.0%]
Minimum Annual Cap:	[3.0% yrs 1-10, 1.00% thereafter]
Restrictions:	
Reallocations Into this Strategy:	[permitted]
Reallocations Out of this Strategy:	[permitted]

The Monthly Average Strategy is an Index Crediting Strategy that credits interest annually. The Index Change is measured by comparing the average of twelve monthly Index Values to the Index Value at the beginning of the Contract Year and will never be less than zero. The Index Credit Percentage will never exceed the Annual Cap that we declare annually. The Index Credit is based on the Accumulation Value at the end of the Contract Year, with no partial Index Credit for amounts withdrawn or surrendered.

The following definitions apply to the Monthly Average Strategy:

Annual Cap - The maximum Index Credit Percentage for a Contract Year. The Annual Cap is declared annually in advance and is guaranteed for one Contract Year. The Initial Annual Cap is shown above.

Index Average – The average of the Index Values on the last day of each Contract Month in the Contract Year.

Index Change – Is a percentage calculated as (a) divided by (b) minus 1, where:

(a) is the Index Average; and

(b) is the Index Value on the last day of the prior Contract Year.

For purposes of calculating the Index Change at the end of the first Contract Year only, (b) is the Initial Index Value shown above.

Index Credit Percentage - The lesser of the Annual Cap and the Index Change. The Index Credit Percentage will never be less than zero.

Index Credit - The amount of interest credited to the Accumulation Value. The Index Credit is equal to the Index Credit Percentage multiplied by the Accumulation Value for this strategy on the last day of the Contract Year.

[*The S&P 500[®] Index is a price index and does not reflect dividends paid on the underlying stocks.]

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DEFINITIONS

Accumulation Value – The value accumulated for each Interest Crediting Strategy on any specific day prior to the date Income Payments begin.

Administrative Office – Our Administrative Office that is located at the address as 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 date Income Payments begin.

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 and the applicable regulations.

Company – Genworth Life and Annuity 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, including the cover page and Data Pages, along with any attached riders and endorsements.

Contract Anniversary – The anniversary of the Effective Date of this Contract.

Contract Month – The one-month period beginning on any Monthly Anniversary and ending on the day before the next Monthly Anniversary.

Contract Value – The amount equal to the sum of all Accumulation Values on any specific day, prior to the date Income Payments begin.

Contract Year – A one-year period beginning on the Effective Date and ending on the day before the Contract Anniversary 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.

Fixed Rate Crediting Strategy – An Interest Crediting Strategy based on a fixed interest rate. The initial Fixed Rate Crediting Strategies are shown on the Data Pages.

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

Index – A stock, equity or other financial index on which the Index Values used in this Contract are based. The Index for each Index Crediting Strategy is specified in the applicable section of the Data Pages. The Contract does not directly or indirectly participate in any stock, equity or similar investment including, but not limited to, any dividend payments attributable to any such investment.

Index Crediting Strategy – An Interest Crediting Strategy based on an Index. Each strategy has its own formula that is used to calculate the amount of interest credited to the Accumulation Value. The initial Index Crediting Strategies are shown on the Data Pages.

Index Value – The value of the Index as of the close of any day for which the Index is published. If the Index Value is not published on any day we will use the last Index Value published before that day.

Interest Crediting Strategy – A Fixed Rate Crediting Strategy or an Index Crediting Strategy.

Joint Owner – The person or entity 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 or MVA – A positive or negative adjustment that may be made in the event of a Withdrawal or surrender.

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

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

Minimum Guaranteed Value – The portion of the Minimum Guaranteed Surrender Value in an Interest Crediting Strategy.

Monthly Anniversary - The same day of each month as the Effective Date. If the same day does not exist in any month, we will use the last day of that month.

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 named by the Owner to receive 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 as shown in the Optional Payment Plan section of the Contract. 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. The amount of the Single Premium is shown in the Data Pages.

Surrender Value – The amount payable upon surrender of this Contract.

Withdrawal – Any amount you withdraw from the Contract Value. The amount payable for each Withdrawal is subject to any applicable surrender charge, premium tax charge and the Market Value Adjustment.

GENERAL PROVISIONS

Entire Contract

This annuity is a binding legal contract between you and us. The Contract and any attached riders and endorsements comprise the entire Contract. This Contract will continue until all values are distributed and benefits are paid in accordance with its terms. An agent cannot change this Contract. Any change to the Contract must be in writing and approved by us. Only an authorized officer of the Company can approve any change to the Contract. 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 such 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 Value prior to the application of the Market Value Adjustment; and
- the MVA amount used to determine the Surrender Value.

The first Contract statement each year will be free of charge. Thereafter, additional Contract statements may be made available upon request, but a fee of up to \$25 may be charged for each requested statement. 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 as in effect on the date this Contract is issued.

Evidence of Death, Age, Gender, Marital 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 an annual effective rate of 3% on the overpayment amount, will be recovered by reducing future payments. We will pay in full any underpayments, including interest at an annual effective rate of 3%, on the underpayment amount.

Premium Tax Charge

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 Income Payments and payments resulting from a Withdrawal, surrender, or death. The premium tax rate as 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 we have taken prior to our receipt of written notice pertaining to such action. We will send all correspondence relating to your Contract to the last known address of record.

OWNER, ANNUITANT, BENEFICIARY AND PAYEE

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, as provided in the **Death Benefit** section of the Contract.

Annuitant

The 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 date Income Payments begin. The Annuitant may be changed prior to starting Income Payments with our consent.

If the Annuitant dies before starting Income Payments and the Owner and Annuitant are different individuals, the Owner will become the new Annuitant, and any Joint Annuitant will remain.

A Joint Annuitant may be named. If the Joint Annuitant dies before starting Income Payments, 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 have no obligation to verify that a trust is in effect. We have no obligation to verify that the trustee is acting within the scope of his or 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 have no obligation to ensure that such payment is applied according to the terms of the trust.

Payee

The named person or entity named by the Owner to receive Income Payments. The designation of an irrevocable Payee will be treated as a change in ownership.

Changing the Named Parties

All named parties at Contract issue are listed on the Data Pages. You may request a change in the Annuitant or Joint Annuitant at any time prior starting Income Payments. Any change to the Annuitant or Joint Annuitant is subject to our approval. An Annuitant cannot be changed for the Contract owned by an entity that is not treated as an individual for federal tax purposes. Both the Owner and any Joint Owner must sign a request for a change in ownership. Any change of ownership may cause a taxable event. You may change the Beneficiary and Contingent Beneficiary at any time prior to starting Income Payments, 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 us 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 starting Income Payments. 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.

PREMIUM PAYMENT

Single Premium

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

Single Premium Limitations

We reserve the right to not accept any premium payment that would cause the total of all premium payments under all annuity contracts and life insurance policies issued by us, or one of our affiliated insurance companies, on the life of any one Owner or Annuitant, or if any Owner is an entity to any single entity, to exceed the Maximum Cumulative Premium Payment permitted for all contracts and policies as shown on the Data Pages.

Initial Allocation of Premium

You must allocate your Single Premium to one or more of the Interest Crediting Strategies that are available at the time of payment. You must specify the allocation percentages among one or more of the Interest Crediting Strategies for the Single Premium. The initial allocation percentages among the Interest Crediting Strategies are shown on the Data Pages.

INTEREST CREDITING STRATEGIES

You may elect any of the available Interest Crediting Strategies to which any portion of the Single Premium or subsequent reallocations of Contract Value are applied, subject to the terms and conditions of this Contract. We reserve the right to add Interest Crediting Strategies as approved by the state in which the Contract was delivered. After the surrender charge period, we may discontinue a specific Interest Crediting Strategy effective on your Contract Anniversary. Any new reallocations of Contract Value we accept shall be subject to the terms and conditions then in existence for the Interest Crediting Strategies which are available at that time, including rates, caps, spreads and credits, which may differ from the rates, caps, spreads and credits that were applicable to previous elections or reallocations.

Discontinuation of or Substantial Change to an Index

If an Index is discontinued or if the methodology pertaining to the calculation of the Index is changed substantially, we reserve the right to substitute a comparable Index. Before we use a substitute Index, we will notify the Owner and any irrevocable assignee of the substitution.

CONTRACT VALUES

Contract Value

The Contract Value on any day is equal to the sum of all the Accumulation Values for all Interest Crediting Strategies.

Accumulation Value

On the Effective Date, the Initial Accumulation Value of each Interest Crediting Strategy, as shown on the Data Pages, equals the portion of the Single Premium allocated to this strategy, less any applicable premium tax charge.

At any time during a Contract Year, the Accumulation Value of each Interest Crediting Strategy equals (a) minus (b) plus (c) minus (d) plus (e), where:

- (a) is the Accumulation Value of this strategy on the last Contract Anniversary;
- (b) is any reallocations out of this strategy on the last Contract Anniversary;
- (c) is any reallocations into this strategy on the last Contract Anniversary;
- (d) is a pro-rata reduction for any Withdrawals during the Contract Year, as provided below; and
- (e) is for a Fixed Rate Strategy only, any interest credited.

For this calculation, during the first Contract Year the last Contract Anniversary shall be deemed to be the Effective Date.

On each Contract Anniversary, the Accumulation Value of each Interest Crediting Strategy equals (a) minus (b) plus (c) minus (d) plus (e) plus (f), where:

- (a) is the Accumulation Value of this strategy on the last Contract Anniversary;
- (b) is any reallocations out of this strategy on the last Contract Anniversary;
- (c) is any reallocations into this strategy on the last Contract Anniversary;
- (d) is a pro-rata reduction for any Withdrawals during the Contract Year, as provided below;
- (e) is for an Index Crediting Strategy only, any Index Credit; and
- (f) is for a Fixed Rate Strategy only, any interest credited.

For this calculation, during the first Contract Year the last Contract Anniversary shall be deemed to be the Effective Date.

For each Interest Crediting Strategy, we will calculate a pro-rata reduction to the Accumulation Value for any Withdrawal equal to (a) multiplied by (b) divided by (c), where:

- (a) is the Withdrawal;
- (b) is the Accumulation Value of the strategy prior to the Withdrawal; and
- (c) is the Contract Value prior to the Withdrawal.

Reallocations Of Accumulation Values

Reallocations of Accumulation Values are permitted during the 21-day period following each Contract Anniversary. You may elect to reallocate once during the 21-day period. Restrictions to reallocations for each Interest Crediting Strategy are shown on the Data Pages. The request to change your allocation percentages must be received by us during this period. Reallocations received during this period are effective on the Contract Anniversary immediately preceding the election and interest will be credited as if the reallocation occurred on that Contract Anniversary. No Market Value Adjustment or surrender charge will apply to any amounts reallocated.

Minimum Guaranteed Surrender Value

The Minimum Guaranteed Surrender Value equals the sum of the Minimum Guaranteed Value for each Interest Crediting Strategy.

The Minimum Guaranteed Value of each strategy equals: (a) multiplied by (b), minus (c) minus (d) minus (e) plus (f) plus (g), where:

- (a) is the Minimum Guaranteed Surrender Value Percentage as shown on the Data Pages;
- (b) is the initial premium allocated to the strategy as shown on the Data Pages;
- (c) is the premium tax charge, if applicable;
- (d) is any Withdrawal adjustments for this strategy, as provided below;
- (e) is any reallocations out of the strategy;
- (f) is any reallocations into the strategy; and
- (g) is interest credited daily at the applicable Nonforfeiture Interest Rate.

Withdrawal Adjustment

If you take a Withdrawal, the Minimum Guaranteed Surrender Value will decrease by the amount payable for the Withdrawal. The decrease will be taken pro rata from each of your Interest Crediting Strategies. If the decrease from a strategy exceeds its Minimum Guaranteed Value, then the amount of the decrease that exceeds that Minimum Guaranteed Value will be subtracted from the Minimum Guaranteed Value for each of the remaining strategies. The decrease will be subtracted from the remaining Interest Crediting Strategies ordered from lowest to highest Nonforfeiture Interest Rates. The Nonforfeiture Interest Rates are shown on the Data Pages. If a Nonforfeiture Interest Rate is common to more than one strategy, then an equal part of this excess amount will be subtracted from the Minimum Guaranteed Value for each of these strategies. The decrease to each Minimum Guaranteed Value is the withdrawal adjustment for that strategy.

Reallocation of Minimum Guaranteed Value

If you reallocate the amounts in your Interest Crediting Strategies, the Minimum Guaranteed Value of each strategy may change. Reallocation will not cause a change in Contract Value or Minimum Guaranteed Surrender Value. For each affected strategy:

Reallocations out of a strategy will decrease the Minimum Guaranteed Value of the strategy to an amount equal to (a) multiplied by (b) divided by (c), where:

- (a) is the Minimum Guaranteed Value of that strategy before reallocation;
- (b) is the strategy Accumulation Value after reallocation; and
- (c) is the strategy Accumulation Value before reallocation.

Reallocations into a strategy will increase the Minimum Guaranteed Value of the strategy by an amount equal to (a) multiplied by (b) divided by (c), where:

- (a) is the sum of the decrease in Minimum Guaranteed Value for each strategy that had reallocation of those strategies; and
- (b) is (i) minus (ii), where:
 - (i) is the strategy Accumulation Value after receiving the reallocation amount; and
 - (ii) is the strategy Accumulation Value before receiving the reallocation amount.
- (c) is (i) minus (ii), where:
 - (i) is the sum, after receipt, of strategy Accumulation Values for all strategies receiving reallocation amounts; and
 - (ii) is the sum, before receipt, of strategy Accumulation Values for all strategies receiving reallocation amounts.

WITHDRAWALS, SURRENDERS AND MARKET VALUE ADJUSTMENT

Withdrawal

You may take a Withdrawal from Contract Value before starting Income Payments. Although the Contract Value will be reduced by the full amount of the Withdrawal, the amount payable to you may be less. The amount payable will be the amount of the Withdrawal less any surrender charge, less any applicable premium tax charge, and plus any MVA. The MVA may increase or decrease the amount you receive. The amount payable will be determined on the date we receive your request in a form satisfactory to us.

Any Withdrawal will be deducted pro rata from the Accumulation Value for each Interest Crediting Strategy. The minimum Contract Value required to avoid a mandatory surrender of your Contract after the Withdrawal is shown on the Data Pages under the Minimum Contract Value Requirement. Your Contract Value must be no less than the Minimum Contract Value Requirement after any Withdrawal is made. Any Withdrawal that causes your Contract Value to fall below the Minimum Contract Value Requirement will result in a full surrender of your Contract.

Free Withdrawal

You may withdraw up to the free Withdrawal amount without a surrender charge or MVA. The free Withdrawal amount for any Contract Year is a percentage of your Contract Value as of the first day of that Contract Year. Each Withdrawal during the Contract Year reduces the free Withdrawal amount. The free Withdrawal percentage is shown on the Data Pages. You may take systematic Withdrawals up to 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 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 in that Contract Year.

Surrender

You may surrender this Contract at any time prior to starting Income Payments by sending the Contract and a written notice to our Administrative Office. The amount payable is the greater of (a) or (b), where:

- (a) is the Contract Value, as of the date we receive the request in a form satisfactory to us, less any surrender charge and any applicable premium tax charge, and plus any MVA which may increase or decrease the amount you receive; and
- (b) is the Minimum Guaranteed Surrender Value as of the date we receive the request in a form satisfactory to us.

We will treat your surrender of the Contract during the Right to Examine period, as shown on the cover page, as the exercise of the right to return the Contract.

Surrender Charge

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

- (a) is (i) minus (ii), then multiplied by (iii), where:
 - (i) is the amount of the Contract Value withdrawn or surrendered;
 - (ii) is any remaining free Withdrawal amount up to the amount withdrawn or surrendered; and
 - (iii) is the applicable percentage as shown in the Table of Surrender Charge Percentages as shown on the Data Pages;
- (b) is the Contract Value minus the Minimum Guaranteed Surrender Value.

If the Minimum Guaranteed Surrender Value is greater than the Contract Value, the surrender charge will be zero.

A Surrender Charge will not apply to the following transactions:

- annual reallocation of Contract Value among Interest Crediting Strategies;
- application of the Contract Value to Optional Payment Plan 1 or Plan 2;
- payment of a free Withdrawal;
- return of this Contract during the Right to Examine period specified on the cover page;
- payment of a death benefit; and
- Withdrawals or surrender after the surrender charge period.

Market Value Adjustment

The MVA is an adjustment that compares the MVA Index rate on the day prior to the Withdrawal with the MVA Index rate on the day prior to the Effective Date. The MVA Index Rate ("i") is shown on the Data Pages. The MVA may result in either an upward or downward adjustment that may increase or decrease the amount you receive.

Transactions Subject to Market Value Adjustment

Except as listed below, all transactions will be subject to a MVA.

The MVA will not apply to the following transactions:

- annual reallocations of the Contract Value among Interest Crediting Strategies;
- application of the Contract Value to Optional Payment Plan 1 or Plan 2;
- payment of a free Withdrawal;
- return of this Contract during the Right to Examine period specified on the cover page;
- payment of a death benefit; and
- Withdrawals or surrender after the surrender charge period.

Market Value Adjustment Factor

The MVA factor used to determine the MVA is:

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

- i = the Index rate on the day prior to the Effective Date for the MVA Index as shown on the Data Pages
- j = the Index rate on the day prior to the date of the transaction for the MVA Index as shown on the Data Pages
- n = the number of full and partial years remaining in the surrender charge period

Market Value Adjustment Index Rate

The MVA Index rate is based on the Treasury Constant Maturity Series rates, also known as "CMT" rates, calculated by the U.S. Department of the Treasury. The CMT rate used is shown on the Data Pages.

Each day that the U.S. Department of Treasury calculates CMT rates, we will obtain the Index rate(s) for the MVA Index. If the U.S. Department of Treasury does not calculate CMT rates, we will calculate the Index rate(s) as outlined below.

If the U.S. Department of the Treasury:

- does not calculate a CMT rate for the number of years in the surrender charge period, a linear interpolation will be used. The rate for "i" and "j" will be a linear interpolation of the rates for the CMT immediately preceding and immediately following the number of years in the surrender charge period.
- calculates CMT rates only for a number of years greater than the number of years in the surrender charge period, the rate used for "i" and "j" will be calculated using the CMT rate for the fewest number of years that is calculated.
- calculates CMT rates only for a number of years less than the number of years in the surrender charge period, the rate used for "i" and "j" will be calculated using the CMT rate for the greatest number of years that is calculated.
- does not calculate a CMT rate, we will determine the appropriate Index rates to be used.

Discontinuation of or Substantial Change to the MVA 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 the result of (a) minus (b), then multiplied by (c), where:

- (a) is the amount of the Contract Value being withdrawn or surrendered as of the date of the transaction;
- (b) is any remaining free Withdrawal amount up to the amount withdrawn or surrendered; and
- (c) 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; and
- (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.

If the Minimum Guaranteed Surrender Value is greater than the Contract Value, the MVA will be zero.

Amount Payable for Withdrawal or Surrender

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

- (a) is the requested Withdrawal amount;
- (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 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.

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.

DEATH BENEFIT

Death Benefit When Death Occurs Before Starting Income Payments

The death benefit is the greater of the Contract Value and the Minimum Guaranteed Surrender Value as of the date we receive due proof of death as described below. 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 not an individual. We will apply the principles of section 72(s) and other applicable Code provisions to determine whether distributions are required and the timing of such distributions. If the Owner is classified as a grantor trust under the Code, we will treat the death of the grantor of the trust as the death of the Owner. If the Contract is owned by an entity that is not required to take distributions under any Code provision on the death of an Annuitant, we will require distributions to be taken, as provided in this Death Benefit section of the Contract, as if the Owner were an entity that is required to take such distributions under Code section 72(s).

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 30th day after the date of receipt of the certification of death.

If multiple Beneficiaries are entitled to receive the death benefit, the distribution rules will be applied as if each designated beneficiary's portion were a separate contract. We must have written instructions from each Beneficiary.

Designated Beneficiary When Death Occurs Before Starting Income Payments

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 not an individual,

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 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 requested otherwise.

The distribution rules will be applied as if each designated beneficiary's portion were a separate contract.

Restricted Beneficiary Payout Designation

You may, by providing written notice in a form satisfactory to us, choose the method of payment of death proceeds under the Contract by selecting any payment choice, including any **Optional Payment Plans**, the designated beneficiary(ies) may have chosen. The designated beneficiaries, other than your surviving spouse, cannot change the payment choice you have selected. You may also specify at the time of electing an Income Payment option that any payments remaining to be made at your death cannot be commuted or assigned. You may revoke any such limitation on the rights of the designated beneficiary by providing written notice, while you are living, of such revocation in a form satisfactory to us. If the payment choice selected by you does not apply to a designated beneficiary, the limitation imposed by this provision will be removed as to such designated beneficiary.

Distribution Rules When Death Occurs Before Starting Income Payments

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 (including, where applicable, as the surviving 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.

Marital status and spousal continuation rights (including rights of parties to civil unions and domestic partnerships) are determined under applicable state law; however, a surviving spouse who continues the Contract and is not also treated as a surviving spouse under federal law will be required to take distributions to satisfy Code section 72(s). The required distributions are the same as those a non-spouse designated beneficiary would be required to receive, as described in the following provision. In that event, unless a different payment choice is selected the surviving spouse will be deemed to have chosen Payment Choice 4.

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

Subject to the **Death Benefit** provisions above, the designated beneficiary may choose one of the payment choices shown below, unless you pre-selected one of the payment choices for the designated beneficiary under a Restricted Beneficiary Payout Designation. The designated beneficiary may:

- (1) Apply the death benefit, within 30 days of receipt of certification of death, to provide Income Payments under Optional Payment Plan 1. See the **Optional Payment Plans** section of the Contract for a description of the Optional Payment Plans. The first Income Payment must be made no later than one year after the date of death. The period certain 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 this payment choice.
- (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, following the date of death, we will pay interest as required by state law. 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. Any optional living benefit or death benefit riders are terminated with this payment choice.
- (4) Apply the Death Benefit to provide for annual payments equal to the Minimum Annual Income, described below, for the life expectancy of the designated beneficiary, with the right to take additional Withdrawals. Payments will continue annually on the distribution date until the death of the designated beneficiary, or until the Contract Value is reduced to \$0.

Under Payment Choices (2), (3) and (4), this Contract will terminate upon payment of the Contract Value. The Minimum Annual Income is the amount withdrawn each year to satisfy section 72(s)(2)(B) of the Code. The Minimum Annual Income will be re-determined each year for the designated beneficiary's life expectancy using the Single Life Table in section 1.401(a)(9)-9 A-1 of the Income Tax Regulations, as amended. After death, the Minimum Annual Income is calculated using the designated beneficiary's remaining life expectancy. We may offer alternative calculations of Minimum Annual Income based on amortization or annuitization calculation methods described in guidance published by the Internal Revenue Service.

Special Rules for Payment Choice 4 only:

- This payment choice cannot be selected if the Minimum Annual Income would be less than \$100.00.
- The designated beneficiary must elect a distribution date on which payments will be made if you have not made this election in a Restricted Beneficiary Payout Designation. The first distribution date must be no later than 350 days after the Owner's date of death.
- An Income Payment period must be a period not exceeding the designated beneficiary's life expectancy.
- Surrender charges will not apply to amounts withdrawn under this payment choice.
- Upon death of the designated beneficiary, the person or entity named by the designated beneficiary or, if no one is named, the designated beneficiary's estate may receive the remaining Contract Value. The recipient may take the Contract Value as a lump sum or continue to receive the annual payment on the distribution date equal to the Minimum Annual Income, or until the Contract Value is reduced to \$0.
- Except with respect to continuation of the Contract by a same-sex surviving spouse, optional living benefit and death benefit riders are not available with this payment choice.

Distribution Rules When Death Occurs After Starting Income Payments

If any Owner or Annuitant dies after Income Payments have begun (the first day of the first period for which an amount is received as an annuity), payments will be made as stated in the **Monthly Income Benefit** and **Optional Payment Plans** sections of the Contract. These payments will be distributed at least as rapidly as under the method of distribution being used as of the date of death.

MONTHLY INCOME BENEFIT

Monthly Income

We will pay you, unless another Payee is designated, a monthly income as described below beginning on the Maturity Date. Alternatively, if we receive your request prior to the Maturity Date, you may take the Contract Value in a lump sum on the Maturity Date. If we pay the Contract Value in a lump sum we will have no further obligation under the Contract. The Contract Value at the Maturity Date will never be less than the Minimum Guaranteed Surrender Value.

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.

The Income Payment is calculated by multiplying (a) times (b), divided by (c), where:

- (a) is the monthly payment rate per \$1000, as shown under the **Optional Payment Plans** section using the gender(s) of the Annuitant(s) and Settlement Age(s) of the Annuitant(s) on the Maturity Date;
- (b) is the Contract Value; and
- (c) is \$1000.

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.

Maturity Date

The Maturity Date is shown on the Data Pages. The Maturity Date will be the latest of (a) and (b) where:

- (a) is the Contract Anniversary, after which the Annuitant, or Joint Annuitant if younger, reaches age 100; and
- (b) is 15 years after the Effective Date.

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

OPTIONAL PAYMENT PLANS

Optional Payments

Subject to the rules stated below and in the **Death Benefit** section, the death benefit can be paid under an Optional Payment Plan. If you choose to surrender your Contract, in lieu of a lump sum payment of the Surrender Value, you may apply the Contract Value to be paid under an Optional Payment Plan. If you choose an Optional Payment Plan, the proceeds less any applicable premium tax charge will be applied to calculate the Income Payment. The Contract Value applied to any Optional Payment Plan will never be less than the Minimum Guaranteed Surrender Value. 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 rules apply to Optional Payment Plans:

- 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 this 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.
- Except upon payment of a death benefit, an Optional Payment Plan is not available until thirteen months after the Effective Date.

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 then offered by us at with respect 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 1%. We may increase the interest rate and the amount of any payment. Other payment 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 periods of 10, 15 or 20 years are shown in the table below. 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	1.68	1.68	1.68	1.60	1.60	1.60
25	1.79	1.78	1.78	1.69	1.69	1.69
30	1.91	1.91	1.90	1.80	1.80	1.79
35	2.06	2.06	2.05	1.93	1.93	1.92
40	2.25	2.24	2.23	2.09	2.08	2.08
45	2.48	2.47	2.45	2.28	2.28	2.27
50	2.77	2.75	2.71	2.53	2.52	2.50
51	2.83	2.81	2.77	2.59	2.57	2.55
52	2.90	2.87	2.83	2.64	2.63	2.61
53	2.98	2.94	2.89	2.71	2.69	2.67
54	3.05	3.01	2.95	2.77	2.75	2.72
55	3.13	3.09	3.02	2.84	2.82	2.79
56	3.22	3.17	3.09	2.92	2.89	2.85
57	3.31	3.25	3.16	2.99	2.96	2.92
58	3.40	3.33	3.23	3.07	3.04	2.99
59	3.50	3.42	3.30	3.16	3.12	3.06
60	3.60	3.51	3.38	3.25	3.20	3.13
61	3.71	3.61	3.45	3.34	3.29	3.21
62	3.83	3.71	3.53	3.45	3.39	3.29
63	3.95	3.81	3.61	3.55	3.48	3.37
64	4.08	3.92	3.68	3.67	3.58	3.45
65	4.22	4.03	3.76	3.79	3.69	3.53
66	4.36	4.14	3.83	3.91	3.80	3.61
67	4.50	4.25	3.90	4.05	3.91	3.70
68	4.66	4.36	3.98	4.19	4.03	3.78
69	4.82	4.48	4.04	4.34	4.15	3.86
70	4.98	4.59	4.11	4.50	4.27	3.94

Plan 1 Table - continued

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
71	5.16	4.70	4.17	4.67	4.40	4.02
72	5.33	4.81	4.23	4.85	4.53	4.09
73	5.51	4.92	4.28	5.03	4.65	4.16
74	5.70	5.03	4.32	5.22	4.78	4.22
75	5.89	5.13	4.37	5.42	4.90	4.28
76	6.08	5.23	4.41	5.63	5.02	4.33
77	6.27	5.32	4.44	5.84	5.14	4.38
78	6.46	5.41	4.47	6.06	5.24	4.42
79	6.65	5.49	4.49	6.28	5.35	4.45
80	6.84	5.56	4.52	6.49	5.44	4.48
81	7.02	5.63	4.53	6.71	5.52	4.51
82	7.20	5.68	4.55	6.92	5.60	4.53
83	7.37	5.74	4.56	7.12	5.66	4.54
84	7.53	5.78	4.57	7.31	5.72	4.56
85	7.68	5.82	4.58	7.49	5.77	4.57
86	7.82	5.85	4.58	7.66	5.81	4.58
87	7.95	5.88	4.59	7.81	5.85	4.58
88	8.07	5.91	4.59	7.95	5.88	4.59
89	8.17	5.93	4.59	8.07	5.91	4.59
90	8.27	5.94	4.59	8.18	5.93	4.59
91	8.36	5.95	4.59	8.28	5.94	4.59
92	8.43	5.96	4.59	8.37	5.95	4.59
93	8.50	5.97	4.59	8.45	5.96	4.59
94	8.56	5.97	4.59	8.51	5.97	4.59
95	8.61	5.97	4.59	8.57	5.97	4.59
96	8.65	5.98	NA	8.62	5.98	NA
97	8.68	5.98	NA	8.66	5.98	NA
98	8.71	5.98	NA	8.69	5.98	NA
99	8.73	5.98	NA	8.71	5.98	NA
100 & over	8.74	5.98	NA	8.73	5.98	NA

Values for ages not shown above 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 \$1,000 of proceeds under Plan 2.

Male Settlement Age	Female Settlement Age													
	35	40	45	50	55	60	65	70	75	80	85	90	95	100 & over
35	1.79	1.86	1.92	1.96	2.00	2.02	2.04	2.05	2.05	2.06	2.06	2.06	2.06	2.06
40	1.83	1.92	2.00	2.07	2.13	2.17	2.20	2.22	2.23	2.24	2.25	2.25	2.25	2.25
45	1.87	1.97	2.08	2.18	2.27	2.34	2.39	2.43	2.45	2.47	2.47	2.48	2.48	2.48
50	1.89	2.01	2.15	2.28	2.41	2.52	2.61	2.67	2.72	2.74	2.76	2.76	2.77	2.77
55	1.90	2.04	2.19	2.36	2.53	2.70	2.84	2.95	3.03	3.09	3.11	3.12	3.13	3.13
60	1.91	2.06	2.23	2.42	2.64	2.86	3.08	3.27	3.41	3.51	3.56	3.59	3.60	3.60
65	1.92	2.07	2.25	2.47	2.72	3.00	3.30	3.59	3.84	4.02	4.13	4.18	4.21	4.21
70	1.92	2.08	2.26	2.49	2.77	3.10	3.48	3.89	4.28	4.60	4.81	4.92	4.97	4.98
75	1.92	2.08	2.27	2.51	2.80	3.17	3.62	4.14	4.69	5.19	5.56	5.76	5.85	5.88
80	1.93	2.08	2.28	2.52	2.82	3.21	3.70	4.31	5.02	5.72	6.28	6.61	6.77	6.83
85	1.93	2.09	2.28	2.52	2.83	3.23	3.75	4.42	5.23	6.11	6.85	7.33	7.57	7.67
90	1.93	2.09	2.28	2.53	2.84	3.24	3.77	4.47	5.35	6.34	7.22	7.81	8.13	8.25
95	1.93	2.09	2.28	2.53	2.84	3.25	3.78	4.49	5.41	6.45	7.42	8.08	8.44	8.59
100 & over	1.93	2.09	2.28	2.53	2.84	3.25	3.79	4.50	5.42	6.49	7.48	8.17	8.56	8.72

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

Maximum Age Adjustment Table

The Settlement Age is 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 as shown below.

Year Income Payments Begin		Maximum Age Adjustment
After	Prior To	
2010	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
AND OPTIONAL INDEXED INTEREST CREDITING**

**GENWORTH LIFE AND ANNUITY
INSURANCE COMPANY**

Data Pages

Contract Number: [000000000]
Effective Date: [May 1, 2011]
Contract Type: [Non-Qualified]
Owner: [John Doe]
Owner's Address: [123 Mulberry St., Richmond, VA]
Joint Owner: [Jane Doe]
Annuitant: [John Doe]
[Male] [Age 35]
Joint Annuitant: [Jane Doe]
[Female] [Age 34]
Beneficiary(s): [John Doe. Jr.]
[Male] [Age 7]
Contingent Beneficiary(s): [Susan Doe]
[Female] [Age 6]
[Agent/Number: Joan Agent/12345]
[Agency/Number: ABC/Agency/12345]

If you have a question, would like to obtain information about your Contract, or if you need assistance resolving a complaint, please contact your sales representative or call our Administrative Office toll free at [800-352-9910].

Data Pages

Contract Number:	[000000000]
Single Premium:	[\$50,000.00]
Minimum Single Premium Payment:	[\$25,000.00]
Maximum Cumulative Premium Payment Permitted for all Contracts and Policies:	[\$2,000,000.00]
Single Premium Initial Allocations:	
[1-10 Yr Fixed Rate Strategy:]	[20%]
[Annual Cap Strategy:]	[20%]
[Monthly Cap Strategy:]	[20%]
[Performance Triggered Strategy]	[20%]
[Monthly Average Strategy]	[20%]
Minimum Contract Value Requirement:	[\$10,000.00]
Maturity Date:	[May 1, 2071]
Nonforfeiture Interest Rates:	
Fixed Rate Crediting Strategies:	[1.0%]
Index Crediting Strategies:	[1.0%]
Minimum Guaranteed Surrender Value Percentage:	[87.5%]
Premium Tax Rate (If Applicable):	[0.00%]
Market Value Adjustment Index:	[The U.S. Treasury Constant Maturity Series] – [10 Yr]
Market Value Adjustment Index Rate (“i”) as used in the MVA Factor:	[3.5%]
Free Withdrawal Percentage:	[Not available in Contract Year [1]; [y%] thereafter]

Data Pages

Contract Number: [000000000]

Riders/Endorsements:

[Bailout Waiver of Surrender Charge and MVA Endorsement

Bailout Annual Cap 4.00%
 Bailout Window 45 days]

[Guaranteed Minimum Contract Value Endorsement

Guaranteed Minimum Contract Value Benefit Date May 1, 2018
 Guaranteed Minimum Contract Value Factor 107%]

[Limited Waiver of Surrender Charge and MVA for Confinement to a Medical Care Facility Endorsement

Benefit Eligibility Date: May 1, 2012
 Confinement Withdrawal Percentage: 20.00%]

[Guaranteed Minimum Withdrawal Benefit for Life Rider

Earliest Income Withdrawal Date: May 1, 2012
 Annual Charge: 0.95% of Benefit Base
 Roll-Up Period 10 years
 Daily Roll-Up Rate: Daily Equivalent of 6.00% annual rate
 Withdrawal Limit Trigger \$100
 Guaranteed Minimum Withdrawal Benefit for Life Minimum Contract Value \$100

Withdrawal Factor:

<u>Attained Age</u>	<u>For a Single Annuitant Contract</u>	<u>For a Joint Annuitant Contract</u>
50 – 54	3.0%	2.5%
55 – 59	4.0%	3.5%
60 – 64	4.5%	4.0%
65 – 74	5.0%	4.5%
75 – 79	6.0%	5.5%
80+	7.0%	6.5%]

Data Pages

Contract Number: [000000000]

Surrender Charge Period: [10 Years]

Table of Surrender Charge Percentages

[

Number of Completed Contract Years Before Surrender or Withdrawal	Surrender Charge Percentage
Less than 1	10
1 but less than 2	9
2 but less than 3	8
3 but less than 4	7
4 but less than 5	6
5 but less than 6	5
6 but less than 7	4
7 but less than 8	3
8 but less than 9	2
9 but less than 10	1
Thereafter	0

]

Data Pages

Contract Number: [000000000]

[10] Year Fixed Rate Strategy

Amount of Initial Premium Allocated To Strategy:	[\$10,000.00]
Initial Accumulation Value for [1-10] Year Fixed Rate Strategy:	[\$10,000.00]
Initial Interest Rate:	[2.0%]
Initial Guarantee Term:	[10] year
Renewal Guarantee Term:	[10] year
Minimum Guaranteed Interest Rate:	[1.0%]
Restrictions:	
Reallocations Into this Strategy:	[permitted]
Reallocations Out of this Strategy:	[permitted]

The [10] Year Fixed Rate Strategy is a Fixed Rate Crediting Strategy for which we will declare a fixed Interest Rate for the Initial Guarantee Term and any Renewal Guarantee Term. We credit interest compounded daily at rates we declare periodically. All Interest Rates we declare are annual effective Interest Rates.

Amounts allocated to this strategy will be credited with an Initial Interest Rate for the Initial Guarantee Term. The Initial Interest Rate, Initial Guarantee Term and Renewal Guarantee Term are shown above. At the end of the Initial Guarantee Term and each subsequent Renewal Guarantee Term, we will declare a renewal Interest Rate. The new Interest Rate will apply during the next Renewal Guarantee Term. No Interest Rate will be less than the Minimum Guaranteed Interest Rate shown above. In the case of a Withdrawal or surrender of the Contract, interest will be credited on the portion of this strategy's Accumulation Value withdrawn or surrendered up to the date we receive your request in a form satisfactory to us.

The following definitions apply to the [10] Year Fixed Rate Strategy:

Interest Rate - The interest rate we declare for each Guarantee Term. The Initial Interest Rate, which applies only to the Initial Guarantee Term, is listed above.

Guarantee Term - The number of year(s) for which each Interest Rate applies.

Data Pages

Contract Number: [000000000]

Annual Cap Strategy

Amount of Initial Premium Allocated To Strategy:	[\$10,000.00]
Initial Accumulation Value for Annual Cap Strategy:	[\$10,000.00]
Index:	S&P 500 [®] Index*
Initial Index Value:	[1100]
Initial Annual Cap:	[4.0%]
Minimum Annual Cap:	[3% yrs 1-10, 1% thereafter]
Restrictions:	
Reallocations Into this Strategy:	[permitted]
Reallocations Out of this Strategy:	[permitted]

The Annual Cap Strategy is an Index Crediting Strategy that credits interest annually based on the percentage change of the Index during the Contract Year. The Index Credit Percentage will never exceed the Annual Cap that we declare annually and will never be less than zero. The Index Credit is based on the Accumulation Value at the end of the Contract Year, with no partial Index Credit for amounts withdrawn or surrendered.

The following definitions apply to the Annual Cap Strategy:

Annual Cap - The maximum Index Credit Percentage, as defined below, for a Contract Year. The Annual Cap is declared annually in advance and is guaranteed for one Contract Year. The Initial Annual Cap is shown above.

Index Change - Is a percentage calculated as (a) divided by (b), minus 1, where:

- (a) is the Index Value on the last day of the Contract Year; and
- (b) is the Index Value on the last day of the prior Contract Year.

For purposes of calculating the Index Change at the end of the first Contract Year only, (b) is the Initial Index Value shown above.

Index Credit Percentage - The lesser of the Annual Cap and the Index Change for each Contract Year. The Index Credit Percentage will never be less than zero.

Index Credit - The amount of interest credited to the Accumulation Value. The Index Credit is equal to the Index Credit Percentage multiplied by the Accumulation Value for this strategy on the last day of the Contract Year.

[*The S&P 500[®] Index is a price index and does not reflect dividends paid on the underlying stocks.]
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Data Pages

Contract Number: [000000000]

Monthly Cap Strategy

Amount of Initial Premium Allocated To Strategy:	[\$10,000.00]
Initial Accumulation Value for Monthly Cap Strategy:	[\$10,000.00]
Index:	S&P 500 [®] Index*
Initial Index Value:	[1100]
Initial Monthly Cap:	[2.0%]
Minimum Monthly Cap:	[0.50% yrs 1-10, 0.25% thereafter]
Restrictions:	
Reallocations Into this Strategy:	[permitted]
Reallocations Out of this Strategy:	[permitted]

The Monthly Cap Strategy is an Index Crediting Strategy that credits interest annually, based on the sum of Monthly Index changes. Any Monthly Index Change will never exceed the Monthly Cap that we declare annually. A negative Monthly Index Change will not be limited. Although a Monthly Index Change may be negative, the Index Credit Percentage will never be less than zero. The Index Credit is based on the Accumulation Value at the end of the Contract Year, with no partial Index Credit for amounts withdrawn or surrendered.

The following definitions apply to the Monthly Cap Strategy:

Monthly Cap - The maximum Monthly Index Change for a Contract Month. It is declared annually in advance and is guaranteed for one Contract Year. The Initial Monthly Cap is shown above.

Monthly Index Change - The lesser of the Monthly Cap and the result of (a) divided by (b), minus 1, where:

- (a) is the Index Value on the last day of the Contract Month; and
- (b) is the Index Value on the last day of the prior Contract Month.

For purposes of calculating the Monthly Index Change at the end of the first Contract Month during the first Contract Year only, (b) is the Initial Index Value shown above.

Index Credit Percentage - The sum of the twelve Monthly Index Changes during the Contract Year. The Index Credit Percentage will never be less than zero.

Index Credit - The amount of interest credited to the Accumulation Value. The Index Credit is equal to the Index Credit Percentage multiplied by the Accumulation Value for this strategy on the last day of the Contract Year.

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Data Pages

Contract Number: [000000000]

Performance Triggered Strategy

Amount of Initial Premium Allocated To Strategy:	[\$10,000.00]
Initial Accumulation Value for Performance Triggered Strategy:	[\$10,000.00]
Index:	S&P 500 [®] Index*
Initial Index Value:	[1100]
Initial Specified Rate:	[4.0%]
Minimum Guaranteed Specified Rate:	[3% yrs 1-10, 1% thereafter]
Restrictions:	
Reallocations Into this Strategy:	[permitted]
Reallocations Out of this Strategy:	[permitted]

The Performance Triggered Strategy is an Index Crediting Strategy that credits interest annually only if the ending Index Value is greater than or equal to the starting Index Value. If any interest is credited, amounts allocated to this strategy will be credited with the Specified Rate. At the end of the first Contract Year and each subsequent Contract Year, we will declare a new Specified Rate. The Index Credit is based on the Accumulation Value at the end of the Contract Year, with no partial Index Credit for amounts withdrawn or surrendered.

The following definitions apply to the Performance Triggered Strategy:

Specified Rate - A percentage we declare annually in advance which is guaranteed for one Contract Year. The Initial Specified Rate is shown above.

Index Credit Percentage – A percentage determined for each Contract Year by comparing (a) and (b) where:

- (a) is the Index Value on the last day of the Contract Year; and
- (b) is the Index Value on the last day of the prior Contract Year.

If (a) is greater than or equal to (b), the Index Credit Percentage will equal the Specified Rate. If (a) is less than (b), the Index Credit Percentage will be 0.00%.

For purposes of calculating the Index Credit Percentage at the end of the first Contract Year only, (b) is the Initial Index Value shown above.

Index Credit - The amount of interest credited to the Accumulation Value. The Index Credit is equal to the Index Credit Percentage for the Contract Year multiplied by the Accumulation Value for this strategy on the last day of the Contract Year.

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Data Pages

Contract Number: [000000000]

Monthly Average Strategy

Amount of Initial Premium Allocated To Strategy:	[\$10,000.00]
Initial Accumulation Value for Monthly Average Strategy:	[\$10,000.00]
Index:	S&P 500 [®] Index*
Initial Index Value:	[1100]
Initial Annual Cap:	[5.0%]
Minimum Annual Cap:	[3.0% yrs 1-10, 1.00% thereafter]
Restrictions:	
Reallocations Into this Strategy:	[permitted]
Reallocations Out of this Strategy:	[permitted]

The Monthly Average Strategy is an Index Crediting Strategy that credits interest annually. The Index Change is measured by comparing the average of twelve monthly Index Values to the Index Value at the beginning of the Contract Year and will never be less than zero. The Index Credit Percentage will never exceed the Annual Cap that we declare annually. The Index Credit is based on the Accumulation Value at the end of the Contract Year, with no partial Index Credit for amounts withdrawn or surrendered.

The following definitions apply to the Monthly Average Strategy:

Annual Cap - The maximum Index Credit Percentage for a Contract Year. The Annual Cap is declared annually in advance and is guaranteed for one Contract Year. The Initial Annual Cap is shown above.

Index Average – The average of the Index Values on the last day of each Contract Month in the Contract Year.

Index Change – Is a percentage calculated as (a) divided by (b) minus 1, where:

(a) is the Index Average; and

(b) is the Index Value on the last day of the prior Contract Year.

For purposes of calculating the Index Change at the end of the first Contract Year only, (b) is the Initial Index Value shown above.

Index Credit Percentage - The lesser of the Annual Cap and the Index Change. The Index Credit Percentage will never be less than zero.

Index Credit - The amount of interest credited to the Accumulation Value. The Index Credit is equal to the Index Credit Percentage multiplied by the Accumulation Value for this strategy on the last day of the Contract Year.

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INDIVIDUAL SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

Please read your Contract carefully. This annuity is a legal contract between the Owner (“you” or “your”) and Genworth Life and Annuity Insurance Company (the “Company,” “we,” “us” or “our”). We have issued this Contract in consideration of your payment of the Single Premium. We agree to make Income Payments beginning on the Maturity Date. Certain capitalized words used in this Contract are defined or explained in the Data Pages, the Definitions section and elsewhere in this Contract.

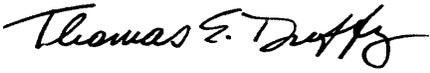
- **Right to Examine.** You have purchased an annuity. Carefully review your Contract for limitations. You may return this Contract to our Administrative Office within 20 days after its receipt (30 days if the Contract was issued as a replacement contract) for a refund of the Single Premium less any previous Withdrawals. If you do, we will treat the Contract as if it had never been issued and no portion of the Premium Enhancement will be payable.
- This Contract contains Index Crediting Strategies as described on the Data Pages. Surrender Values may increase based on the Index Credit calculation of the strategy(ies) you select. Index credits are not available until the end of each Contract Year. Although the Contract Value may be affected by the performance of an Index, the Contract does not directly or indirectly participate in any stock or equity investment including but not limited to, any dividend payments attributable to any such stock or equity investment.
- Benefits and amounts payable under this Contract may be adjusted upward or downward by the application of a Market Value Adjustment (MVA) formula. The MVA may increase or decrease the amount you receive.
- Information and details about surrender charges and the Market Value Adjustment can be found in the Data Pages and the Withdrawals, Surrenders and Market Value Adjustment section of the Contract. Your Contract Value will be reduced by the full amount of your Withdrawal; however the amount payable may be less due to surrender charges, loss of the unvested portion of the Premium Enhancement and MVA.

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 and Annuity Insurance Company,

	
THOMAS M. STINSON PRESIDENT	THOMAS E. DUFFY SECRETARY

GENWORTH LIFE AND ANNUITY INSURANCE COMPANY

INDIVIDUAL SINGLE PREMIUM DEFERRED ANNUITY CONTRACT WITH MARKET VALUE
ADJUSTMENT AND OPTIONAL INDEXED INTEREST CREDITING

NONPARTICIPATING STOCK COMPANY

CUSTOMER SERVICE TELEPHONE [(800) 352-9910]

ADMINISTRATIVE OFFICE:

[3100 Albert Lankford Rd.

Lynchburg, VA 24501-4948]

Data Pages

Contract Number: [000000000]
Effective Date: [May 1, 2011]
Contract Type: [Non-Qualified]
Owner: [John Doe]
Owner's Address: [123 Mulberry St., Richmond, VA]
Joint Owner: [Jane Doe]
Annuitant: [John Doe]
[Male] [Age 35]
Joint Annuitant: [Jane Doe]
[Female] [Age 34]
Beneficiary(s): [John Doe. Jr.]
[Male] [Age 7]
Contingent Beneficiary(s): [Susan Doe]
[Female] [Age 6]
[Agent/Number: Joan Agent/12345]
[Agency/Number: ABC/Agency/12345]

If you have a question, would like to obtain information about your Contract, or if you need assistance resolving a complaint, please contact your sales representative or call our Administrative Office toll free at [800-352-9910].

Data Pages

Contract Number:	[000000000]
Single Premium:	[\$50,000.00]
Minimum Single Premium Payment:	[\$25,000.00]
Maximum Cumulative Premium Payment Permitted for all Contracts and Policies:	[\$2,000,000.00]
Single Premium Initial Allocations:	
[1-10 Yr Fixed Rate Strategy:]	[20%]
[Annual Cap Strategy:]	[20%]
[Monthly Cap Strategy:]	[20%]
[Performance Triggered Strategy]	[20%]
[Monthly Average Strategy]	[20%]
Minimum Contract Value Requirement:	[\$10,000.00]
Maturity Date:	[May 1, 2071]
Nonforfeiture Interest Rates:	
Fixed Rate Crediting Strategies:	[1.0%]
Index Crediting Strategies:	[1.0%]
Minimum Guaranteed Surrender Value Percentage:	[87.5%]
Premium Tax Rate (If Applicable):	[0.00%]
Market Value Adjustment Index:	[The U.S. Treasury Constant Maturity Series] – [10 Yr]
Market Value Adjustment Index Rate (“i”) as used in the MVA Factor:	[3.5%]
Free Withdrawal Percentage:	[Not available in Contract Year [1]; [y%] thereafter]

Data Pages

Contract Number: [000000000]

Riders/Endorsements:

[Bailout Waiver of Surrender Charge and MVA Endorsement

Bailout Annual Cap 4.00%
 Bailout Window 45 days]

[Guaranteed Minimum Contract Value Endorsement

Guaranteed Minimum Contract Value Benefit Date May 1, 2018
 Guaranteed Minimum Contract Value Factor 107%]

[Limited Waiver of Surrender Charge and MVA for Confinement to a Medical Care Facility Endorsement

Benefit Eligibility Date: May 1, 2012
 Confinement Withdrawal Percentage: 20.00%]

[Guaranteed Minimum Withdrawal Benefit for Life Rider

Earliest Income Withdrawal Date: May 1, 2012
 Annual Charge: 0.95% of Benefit Base
 Roll-Up Period 10 years
 Daily Roll-Up Rate: Daily Equivalent of 6.00% annual rate
 Withdrawal Limit Trigger \$100
 Guaranteed Minimum Withdrawal Benefit for Life Minimum Contract Value \$100

Withdrawal Factor:

<u>Attained Age</u>	<u>For a Single Annuitant Contract</u>	<u>For a Joint Annuitant Contract</u>
50 – 54	3.0%	2.5%
55 – 59	4.0%	3.5%
60 – 64	4.5%	4.0%
65 – 74	5.0%	4.5%
75 – 79	6.0%	5.5%
80+	7.0%	6.5%]

Data Pages

Contract Number: [000000000]

Surrender Charge Period: [10 Years]

Table of Surrender Charge Percentages

[

Number of Completed Contract Years Before Surrender or Withdrawal	Surrender Charge Percentage
Less than 1	10
1 but less than 2	9
2 but less than 3	8
3 but less than 4	7
4 but less than 5	6
5 but less than 6	5
6 but less than 7	4
7 but less than 8	3
8 but less than 9	2
9 but less than 10	1
Thereafter	0

]

Data Pages

Contract Number: [000000000]

Premium Enhancement Percentage: [10.00%]
Premium Enhancement: [\$5,000.00]

Premium Enhancement Vesting Period: [10 Years]
The Premium Enhancement Amount will vest according to the schedule below:

Table of Premium Enhancement Vesting Percentages

[

Number of Completed Contract Years Before Surrender or Withdrawal	Premium Enhancement Vesting Percentage
Less than 1	5
1 but less than 2	10
2 but less than 3	20
3 but less than 4	30
4 but less than 5	40
5 but less than 6	50
6 but less than 7	60
7 but less than 8	70
8 but less than 9	80
9 but less than 10	90
Thereafter	100

]

Although the Premium Enhancement vests over time, any interest credited on the Premium Enhancement, including any interest credited on the unvested portion of the Premium Enhancement, is immediately vested at the time it is credited.

As a result of the Premium Enhancement, Interest Rates and Index Credits may be lower than if this Contract did not have a Premium Enhancement.

Data Pages

Contract Number: [000000000]

[10] Year Fixed Rate Strategy

Amount of Initial Premium Allocated To Strategy:	[\$10,000.00]
Amount of Premium Enhancement Allocated To Strategy:	[\$ 1,000.00]
Initial Accumulation Value for [1-10] Year Fixed Rate Strategy:	[\$11,000.00]
Initial Interest Rate:	[2.0%]
Initial Guarantee Term:	[10] year
Renewal Guarantee Term:	[10] year
Minimum Guaranteed Interest Rate:	[1.0%]
Restrictions:	
Reallocations Into this Strategy:	[permitted]
Reallocations Out of this Strategy:	[permitted]

The [10] Year Fixed Rate Strategy is a Fixed Rate Crediting Strategy for which we will declare a fixed Interest Rate for the Initial Guarantee Term and any Renewal Guarantee Term. We credit interest compounded daily at rates we declare periodically. All Interest Rates we declare are annual effective Interest Rates.

Amounts allocated to this strategy will be credited with an Initial Interest Rate for the Initial Guarantee Term. The Initial Interest Rate, Initial Guarantee Term and Renewal Guarantee Term are shown above. At the end of the Initial Guarantee Term and each subsequent Renewal Guarantee Term, we will declare a renewal Interest Rate. The new Interest Rate will apply during the next Renewal Guarantee Term. No Interest Rate will be less than the Minimum Guaranteed Interest Rate shown above. In the case of a Withdrawal or surrender of the Contract, interest will be credited on the portion of this strategy's Accumulation Value withdrawn or surrendered up to the date we receive your request in a form satisfactory to us.

The following definitions apply to the [10] Year Fixed Rate Strategy:

Interest Rate - The interest rate we declare for each Guarantee Term. The Initial Interest Rate, which applies only to the Initial Guarantee Term, is listed above.

Guarantee Term - The number of year(s) for which each Interest Rate applies.

Data Pages

Contract Number: [000000000]

Annual Cap Strategy

Amount of Initial Premium Allocated To Strategy:	[\$10,000.00]
Amount of Premium Enhancement Allocated To Strategy:	[\$ 1,000.00]
Initial Accumulation Value for Annual Cap Strategy:	[\$11,000.00]
Index:	S&P 500 [®] Index*
Initial Index Value:	[1100]
Initial Annual Cap:	[4.0%]
Minimum Annual Cap:	[3% yrs 1-10, 1% thereafter]
Restrictions:	
Reallocations Into this Strategy:	[permitted]
Reallocations Out of this Strategy:	[permitted]

The Annual Cap Strategy is an Index Crediting Strategy that credits interest annually based on the percentage change of the Index during the Contract Year. The Index Credit Percentage will never exceed the Annual Cap that we declare annually and will never be less than zero. The Index Credit is based on the Accumulation Value at the end of the Contract Year, with no partial Index Credit for amounts withdrawn or surrendered.

The following definitions apply to the Annual Cap Strategy:

Annual Cap - The maximum Index Credit Percentage, as defined below, for a Contract Year. The Annual Cap is declared annually in advance and is guaranteed for one Contract Year. The Initial Annual Cap is shown above.

Index Change - Is a percentage calculated as (a) divided by (b), minus 1, where:

- (a) is the Index Value on the last day of the Contract Year; and
- (b) is the Index Value on the last day of the prior Contract Year.

For purposes of calculating the Index Change at the end of the first Contract Year only, (b) is the Initial Index Value shown above.

Index Credit Percentage - The lesser of the Annual Cap and the Index Change for each Contract Year. The Index Credit Percentage will never be less than zero.

Index Credit - The amount of interest credited to the Accumulation Value. The Index Credit is equal to the Index Credit Percentage multiplied by the Accumulation Value for this strategy on the last day of the Contract Year.

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Data Pages

Contract Number: [000000000]

Monthly Cap Strategy

Amount of Initial Premium Allocated To Strategy:	[\$10,000.00]
Amount of Premium Enhancement Allocated To Strategy:	[\$ 1,000.00]
Initial Accumulation Value for Monthly Cap Strategy:	[\$11,000.00]
Index:	S&P 500 [®] Index*
Initial Index Value:	[1100]
Initial Monthly Cap:	[2.0%]
Minimum Monthly Cap:	[0.50% yrs 1-10, 0.25% thereafter]
Restrictions:	
Reallocations Into this Strategy:	[permitted]
Reallocations Out of this Strategy:	[permitted]

The Monthly Cap Strategy is an Index Crediting Strategy that credits interest annually, based on the sum of Monthly Index changes. Any Monthly Index Change will never exceed the Monthly Cap that we declare annually. A negative Monthly Index Change will not be limited. Although a Monthly Index Change may be negative, the Index Credit Percentage will never be less than zero. The Index Credit is based on the Accumulation Value at the end of the Contract Year, with no partial Index Credit for amounts withdrawn or surrendered.

The following definitions apply to the Monthly Cap Strategy:

Monthly Cap - The maximum Monthly Index Change for a Contract Month. It is declared annually in advance and is guaranteed for one Contract Year. The Initial Monthly Cap is shown above.

Monthly Index Change - The lesser of the Monthly Cap and the result of (a) divided by (b), minus 1, where:

- (a) is the Index Value on the last day of the Contract Month; and
- (b) is the Index Value on the last day of the prior Contract Month.

For purposes of calculating the Monthly Index Change at the end of the first Contract Month during the first Contract Year only, (b) is the Initial Index Value shown above.

Index Credit Percentage - The sum of the twelve Monthly Index Changes during the Contract Year. The Index Credit Percentage will never be less than zero.

Index Credit - The amount of interest credited to the Accumulation Value. The Index Credit is equal to the Index Credit Percentage multiplied by the Accumulation Value for this strategy on the last day of the Contract Year.

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Data Pages

Contract Number: [000000000]

Performance Triggered Strategy

Amount of Initial Premium Allocated To Strategy:	[\$10,000.00]
Amount of Premium Enhancement Allocated To Strategy:	[\$ 1,000.00]
Initial Accumulation Value for Performance Triggered Strategy:	[\$11,000.00]
Index:	S&P 500 [®] Index*
Initial Index Value:	[1100]
Initial Specified Rate:	[4.0%]
Minimum Guaranteed Specified Rate:	[3% yrs 1-10, 1% thereafter]
Restrictions:	
Reallocations Into this Strategy:	[permitted]
Reallocations Out of this Strategy:	[permitted]

The Performance Triggered Strategy is an Index Crediting Strategy that credits interest annually only if the ending Index Value is greater than or equal to the starting Index Value. If any interest is credited, amounts allocated to this strategy will be credited with the Specified Rate. At the end of the first Contract Year and each subsequent Contract Year, we will declare a new Specified Rate. The Index Credit is based on the Accumulation Value at the end of the Contract Year, with no partial Index Credit for amounts withdrawn or surrendered.

The following definitions apply to the Performance Triggered Strategy:

Specified Rate - A percentage we declare annually in advance which is guaranteed for one Contract Year. The Initial Specified Rate is shown above.

Index Credit Percentage – A percentage determined for each Contract Year by comparing (a) and (b) where:

- (a) is the Index Value on the last day of the Contract Year; and
- (b) is the Index Value on the last day of the prior Contract Year.

If (a) is greater than or equal to (b), the Index Credit Percentage will equal the Specified Rate. If (a) is less than (b), the Index Credit Percentage will be 0.00%.

For purposes of calculating the Index Credit Percentage at the end of the first Contract Year only, (b) is the Initial Index Value shown above.

Index Credit - The amount of interest credited to the Accumulation Value. The Index Credit is equal to the Index Credit Percentage for the Contract Year multiplied by the Accumulation Value for this strategy on the last day of the Contract Year.

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Data Pages

Contract Number: [000000000]

Monthly Average Strategy

Amount of Initial Premium Allocated To Strategy:	[\$10,000.00]
Amount of Premium Enhancement Allocated To Strategy:	[\$ 1,000.00]
Initial Accumulation Value for Monthly Average Strategy:	[\$11,000.00]
Index:	S&P 500 [®] Index*
Initial Index Value:	[1100]
Initial Annual Cap:	[5.0%]
Minimum Annual Cap:	[3.0% yrs 1-10, 1.00% thereafter]
Restrictions:	
Reallocations Into this Strategy:	[permitted]
Reallocations Out of this Strategy:	[permitted]

The Monthly Average Strategy is an Index Crediting Strategy that credits interest annually. The Index Change is measured by comparing the average of twelve monthly Index Values to the Index Value at the beginning of the Contract Year and will never be less than zero. The Index Credit Percentage will never exceed the Annual Cap that we declare annually. The Index Credit is based on the Accumulation Value at the end of the Contract Year, with no partial Index Credit for amounts withdrawn or surrendered.

The following definitions apply to the Monthly Average Strategy:

Annual Cap - The maximum Index Credit Percentage for a Contract Year. The Annual Cap is declared annually in advance and is guaranteed for one Contract Year. The Initial Annual Cap is shown above.

Index Average – The average of the Index Values on the last day of each Contract Month in the Contract Year.

Index Change – Is a percentage calculated as (a) divided by (b) minus 1, where:

(a) is the Index Average; and

(b) is the Index Value on the last day of the prior Contract Year.

For purposes of calculating the Index Change at the end of the first Contract Year only, (b) is the Initial Index Value shown above.

Index Credit Percentage - The lesser of the Annual Cap and the Index Change. The Index Credit Percentage will never be less than zero.

Index Credit - The amount of interest credited to the Accumulation Value. The Index Credit is equal to the Index Credit Percentage multiplied by the Accumulation Value for this strategy on the last day of the Contract Year.

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DEFINITIONS

Accumulation Value – The value accumulated for each Interest Crediting Strategy on any specific day prior to the date Income Payments begin.

Administrative Office – Our Administrative Office that is located at the address as 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 date Income Payments begin.

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 and the applicable regulations.

Company – Genworth Life and Annuity 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, including the cover page and Data Pages, along with any attached riders and endorsements.

Contract Anniversary – The anniversary of the Effective Date of this Contract.

Contract Month – The one-month period beginning on any Monthly Anniversary and ending on the day before the next Monthly Anniversary.

Contract Value – The amount equal to the sum of all Accumulation Values on any specific day, prior to the date Income Payments begin.

Contract Year – A one-year period beginning on the Effective Date and ending on the day before the Contract Anniversary 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.

Fixed Rate Crediting Strategy – An Interest Crediting Strategy based on a fixed interest rate. The initial Fixed Rate Crediting Strategies are shown on the Data Pages.

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

Index – A stock, equity or other financial index on which the Index Values used in this Contract are based. The Index for each Index Crediting Strategy is specified in the applicable section of the Data Pages. The Contract does not directly or indirectly participate in any stock, equity or similar investment including, but not limited to, any dividend payments attributable to any such investment.

Index Crediting Strategy – An Interest Crediting Strategy based on an Index. Each strategy has its own formula that is used to calculate the amount of interest credited to the Accumulation Value. The initial Index Crediting Strategies are shown on the Data Pages.

Index Value – The value of the Index as of the close of any day for which the Index is published. If the Index Value is not published on any day we will use the last Index Value published before that day.

Interest Crediting Strategy – A Fixed Rate Crediting Strategy or an Index Crediting Strategy.

Joint Owner – The person or entity 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 or MVA – A positive or negative adjustment that may be made in the event of a Withdrawal or surrender.

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

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

Minimum Guaranteed Value – The portion of the Minimum Guaranteed Surrender Value in an Interest Crediting Strategy.

Monthly Anniversary - The same day of each month as the Effective Date. If the same day does not exist in any month, we will use the last day of that month.

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 named by the Owner to receive Income Payments.

Premium Enhancement – An amount added to your Contract Value on the Effective Date that is equal to a percentage of the Single Premium as shown on the Data Pages, but which vests over time. The Premium Enhancement vesting percentages are shown on the Data Pages.

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 as shown in the Optional Payment Plan section of the Contract. 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. The amount of the Single Premium is shown in the Data Pages.

Surrender Value – The amount payable upon surrender of this Contract.

Withdrawal – Any amount you withdraw from the Contract Value. The amount payable for each Withdrawal is subject to any applicable surrender charge, premium tax charge and the Market Value Adjustment. The amount payable for each Withdrawal will not include any unvested portion of the Premium Enhancement.

GENERAL PROVISIONS

Entire Contract

This annuity is a binding legal contract between you and us. The Contract and any attached riders and endorsements comprise the entire Contract. This Contract will continue until all values are distributed and benefits are paid in accordance with its terms. An agent cannot change this Contract. Any change to the Contract must be in writing and approved by us. Only an authorized officer of the Company can approve any change to the Contract. 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 such 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 Value prior to the application of the Market Value Adjustment; and
- the MVA amount used to determine the Surrender Value.

The first Contract statement each year will be free of charge. Thereafter, additional Contract statements may be made available upon request, but a fee of up to \$25 may be charged for each requested statement. 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 as in effect on the date this Contract is issued.

Evidence of Death, Age, Gender, Marital 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 an annual effective rate of 3% on the overpayment amount, will be recovered by reducing future payments. We will pay in full any underpayments, including interest at an annual effective rate of 3%, on the underpayment amount.

Premium Tax Charge

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 Income Payments and payments resulting from a Withdrawal, surrender, or death. The premium tax rate as 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 we have taken prior to our receipt of written notice pertaining to such action. We will send all correspondence relating to your Contract to the last known address of record.

OWNER, ANNUITANT, BENEFICIARY AND PAYEE

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, as provided in the **Death Benefit** section of the Contract.

Annuitant

The 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 date Income Payments begin. The Annuitant may be changed prior to starting Income Payments with our consent.

If the Annuitant dies before starting Income Payments and the Owner and Annuitant are different individuals, the Owner will become the new Annuitant, and any Joint Annuitant will remain.

A Joint Annuitant may be named. If the Joint Annuitant dies before starting Income Payments, 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 have no obligation to verify that a trust is in effect. We have no obligation to verify that the trustee is acting within the scope of his or 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 have no obligation to ensure that such payment is applied according to the terms of the trust.

Payee

The named person or entity named by the Owner to receive Income Payments. The designation of an irrevocable Payee will be treated as a change in ownership.

Changing the Named Parties

All named parties at Contract issue are listed on the Data Pages. You may request a change in the Annuitant or Joint Annuitant at any time prior to starting Income Payments. Any change to the Annuitant or Joint Annuitant is subject to our approval. An Annuitant cannot be changed for the Contract owned by an entity that is not treated as an individual for federal tax purposes. Both the Owner and any Joint Owner must sign a request for a change in ownership. Any change of ownership may cause a taxable event. You may change the Beneficiary and Contingent Beneficiary at any time prior to starting Income Payments, 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 us 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 starting Income Payments. 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.

PREMIUM PAYMENT

Single Premium

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

Single Premium Limitations

We reserve the right to not accept any premium payment that would cause the total of all premium payments under all annuity contracts and life insurance policies issued by us, or one of our affiliated insurance companies, on the life of any one Owner or Annuitant, or if any Owner is an entity to any single entity, to exceed the Maximum Cumulative Premium Payment permitted for all contracts and policies as shown on the Data Pages.

Premium Enhancement

On the Effective Date, we credit the Premium Enhancement to your Contract Value subject to a vesting schedule. The Premium Enhancement is equal to (a) multiplied by (b), where

(a) is the Single Premium; and

(b) is the Premium Enhancement percentage as shown on the Data Pages.

The Premium Enhancement is allocated to each strategy's initial Accumulation Value in the same proportion as your initial Single Premium allocation.

The vested portion of the Premium Enhancement is equal to the Premium Enhancement multiplied by the applicable Premium Enhancement vesting percentage shown on the Data Pages. The unvested portion of the Premium Enhancement is equal to the Premium Enhancement minus the vested portion of the Premium Enhancement. If you surrender the Contract during the vesting period, you will lose any remaining unvested portion of the Premium Enhancement. If you take a Withdrawal in excess of the free Withdrawal amount during the vesting period, you will lose some of the unvested portion of the Premium Enhancement as described in the Withdrawals, Surrenders and Market Value Adjustment section of the Contract.

Initial Allocation of Premium

You must allocate your Single Premium to one or more of the Interest Crediting Strategies that are available at the time of payment. You must specify the allocation percentages among one or more of the Interest Crediting Strategies for the Single Premium. The initial allocation percentages among the Interest Crediting Strategies are shown on the Data Pages.

INTEREST CREDITING STRATEGIES

You may elect any of the available Interest Crediting Strategies to which any portion of the Single Premium or subsequent reallocations of Contract Value are applied, subject to the terms and conditions of this Contract. We reserve the right to add Interest Crediting Strategies as approved by the state in which the Contract was delivered. After the surrender charge period, we may discontinue a specific Interest Crediting Strategy effective on your Contract Anniversary. Any new reallocations of Contract Value we accept shall be subject to the terms and conditions then in existence for the Interest Crediting Strategies which are available at that time, including rates, caps, spreads and credits, which may differ from the rates, caps, spreads and credits that were applicable to previous elections or reallocations.

Discontinuation of or Substantial Change to an Index

If an Index is discontinued or if the methodology pertaining to the calculation of the Index is changed substantially, we reserve the right to substitute a comparable Index. Before we use a substitute Index, we will notify the Owner and any irrevocable assignee of the substitution.

CONTRACT VALUES

Contract Value

The Contract Value on any day is equal to the sum of all the Accumulation Values for all Interest Crediting Strategies.

Accumulation Value

On the Effective Date, the Initial Accumulation Value of each Interest Crediting Strategy, as shown on the Data Pages, equals the portion of the Single Premium allocated to this strategy, plus the Premium Enhancement allocated to this strategy, less any applicable premium tax charge.

At any time during a Contract Year, the Accumulation Value of each Interest Crediting Strategy equals (a) minus (b) plus (c) minus (d) plus (e), where:

- (a) is the Accumulation Value of this strategy on the last Contract Anniversary;
- (b) is any reallocations out of this strategy on the last Contract Anniversary;
- (c) is any reallocations into this strategy on the last Contract Anniversary;
- (d) is a pro-rata reduction for any Withdrawals during the Contract Year, as provided below; and
- (e) is for a Fixed Rate Strategy only, any interest credited.

For this calculation, during the first Contract Year the last Contract Anniversary shall be deemed to be the Effective Date.

On each Contract Anniversary, the Accumulation Value of each Interest Crediting Strategy equals (a) minus (b) plus (c) minus (d) plus (e) plus (f), where:

- (a) is the Accumulation Value of this strategy on the last Contract Anniversary;
- (b) is any reallocations out of this strategy on the last Contract Anniversary;
- (c) is any reallocations into this strategy on the last Contract Anniversary;
- (d) is a pro-rata reduction for any Withdrawals during the Contract Year, as provided below;
- (e) is for an Index Crediting Strategy only, any Index Credit; and
- (f) is for a Fixed Rate Strategy only, any interest credited.

For this calculation, during the first Contract Year the last Contract Anniversary shall be deemed to be the Effective Date.

For each Interest Crediting Strategy, we will calculate a pro-rata reduction to the Accumulation Value for any Withdrawal equal to (a) multiplied by (b) divided by (c), where:

- (a) is the Withdrawal;
- (b) is the Accumulation Value of the strategy prior to the Withdrawal; and
- (c) is the Contract Value prior to the Withdrawal.

Reallocations Of Accumulation Values

Reallocations of Accumulation Values are permitted during the 21-day period following each Contract Anniversary. You may elect to reallocate once during the 21-day period. Restrictions to reallocations for each Interest Crediting Strategy are shown on the Data Pages. The request to change your allocation percentages must be received by us during this period. Reallocations received during this period are effective on the Contract Anniversary immediately preceding the election and interest will be credited as if the reallocation occurred on that Contract Anniversary. No Market Value Adjustment or surrender charge will apply to any amounts reallocated.

Minimum Guaranteed Surrender Value

The Minimum Guaranteed Surrender Value equals the sum of the Minimum Guaranteed Value for each Interest Crediting Strategy.

The Minimum Guaranteed Value of each strategy equals: (a) multiplied by (b), minus (c) minus (d) minus (e) plus (f) plus (g), where:

- (a) is the Minimum Guaranteed Surrender Value Percentage as shown on the Data Pages;
- (b) is the initial premium allocated to the strategy as shown on the Data Pages;
- (c) is the premium tax charge, if applicable;
- (d) is any Withdrawal adjustments for this strategy, as provided below;
- (e) is any reallocations out of the strategy;
- (f) is any reallocations into the strategy; and
- (g) is interest credited daily at the applicable Nonforfeiture Interest Rate.

Withdrawal Adjustment

If you take a Withdrawal, the Minimum Guaranteed Surrender Value will decrease by the amount payable for the Withdrawal. The decrease will be taken pro rata from each of your Interest Crediting Strategies. If the decrease from a strategy exceeds its Minimum Guaranteed Value, then the amount of the decrease that exceeds that Minimum Guaranteed Value will be subtracted from the Minimum Guaranteed Value for each of the remaining strategies. The decrease will be subtracted from the remaining Interest Crediting Strategies ordered from lowest to highest Nonforfeiture Interest Rates. The Nonforfeiture Interest Rates are shown on the Data Pages. If a Nonforfeiture Interest Rate is common to more than one strategy, then an equal part of this excess amount will be subtracted from the Minimum Guaranteed Value for each of these strategies. The decrease to each Minimum Guaranteed Value is the withdrawal adjustment for that strategy.

Reallocation of Minimum Guaranteed Value

If you reallocate the amounts in your Interest Crediting Strategies, the Minimum Guaranteed Value of each strategy may change. Reallocation will not cause a change in Contract Value or Minimum Guaranteed Surrender Value. For each affected strategy:

Reallocations out of a strategy will decrease the Minimum Guaranteed Value of the strategy to an amount equal to (a) multiplied by (b) divided by (c), where:

- (a) is the Minimum Guaranteed Value of that strategy before reallocation;
- (b) is the strategy Accumulation Value after reallocation; and
- (c) is the strategy Accumulation Value before reallocation.

Reallocations into a strategy will increase the Minimum Guaranteed Value of the strategy by an amount equal to (a) multiplied by (b) divided by (c), where:

- (a) is the sum of the decrease in Minimum Guaranteed Value for each strategy that had reallocation of those strategies; and
- (b) is (i) minus (ii), where:
 - (i) is the strategy Accumulation Value after receiving the reallocation amount; and
 - (ii) is the strategy Accumulation Value before receiving the reallocation amount.
- (c) is (i) minus (ii), where:
 - (i) is the sum, after receipt, of strategy Accumulation Values for all strategies receiving reallocation amounts; and
 - (ii) is the sum, before receipt, of strategy Accumulation Values for all strategies receiving reallocation amounts.

WITHDRAWALS, SURRENDERS AND MARKET VALUE ADJUSTMENT

Withdrawal

You may take a Withdrawal from Contract Value before starting Income Payments. Although the Contract Value will be reduced by the full amount of the Withdrawal, the amount payable to you may be less. The amount payable will be the amount of the Withdrawal less any surrender charge, less any unvested portion of the Premium Enhancement, less any applicable premium tax charge, and plus any MVA. The MVA may increase or decrease the amount you receive. The amount payable will be determined on the date we receive your request in a form satisfactory to us.

Any Withdrawal will be deducted pro rata from the Accumulation Value for each Interest Crediting Strategy. The minimum Contract Value required to avoid a mandatory surrender of your Contract after the Withdrawal is shown on the Data Pages under the Minimum Contract Value Requirement. Your Contract Value must be no less than the Minimum Contract Value Requirement after any Withdrawal is made. Any Withdrawal that causes your Contract Value to fall below the Minimum Contract Value Requirement will result in a full surrender of your Contract.

Free Withdrawal

You may withdraw up to the free Withdrawal amount without a surrender charge or MVA. The free Withdrawal amount for any Contract Year is a percentage of your Contract Value as of the first day of that Contract Year. Each Withdrawal during the Contract Year reduces the free Withdrawal amount. The free Withdrawal percentage is shown on the Data Pages. You may take systematic Withdrawals up to 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, loss of the unvested portion of the Premium Enhancement, and 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 in that Contract Year.

Surrender

You may surrender this Contract at any time prior to starting Income Payments by sending the Contract and a written notice to our Administrative Office. The amount payable is the greater of (a) or (b), where:

- (a) is the Contract Value, as of the date we receive the request in a form satisfactory to us, less any surrender charge, less any remaining unvested portion of the Premium Enhancement, and less any applicable premium tax charge, and plus any MVA which may increase or decrease the amount you receive; and
- (b) is the Minimum Guaranteed Surrender Value as of the date we receive the request in a form satisfactory to us.

We will treat your surrender of the Contract during the Right to Examine period, as shown on the cover page, as the exercise of the right to return the Contract.

Surrender Charge

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

- (a) is (i) minus (ii) minus (iii), then multiplied by (iv), where:
 - (i) is the amount of the Contract Value withdrawn or surrendered;
 - (ii) is any remaining free Withdrawal amount up to the amount withdrawn or surrendered;
 - (iii) is the unvested portion of the Premium Enhancement attributable to the amount of the Contract Value withdrawn or surrendered; and
 - (iv) is the applicable percentage as shown in the Table of Surrender Charge Percentages as shown on the Data Pages;
- (b) is (i) minus (ii) minus (iii), where:
 - (i) is the Contract Value,
 - (ii) is the Minimum Guaranteed Surrender Value; and
 - (iii) is the remaining unvested portion of the Premium Enhancement.

If the Minimum Guaranteed Surrender Value is greater than the Contract Value minus the remaining unvested portion of the Premium Enhancement, the surrender charge will be zero.

A Surrender Charge will not apply to the following transactions:

- annual reallocation of Contract Value among Interest Crediting Strategies;
- application of the Contract Value to Optional Payment Plan 1 or Plan 2;
- payment of a free Withdrawal;
- return of this Contract during the Right to Examine period specified on the cover page;
- payment of a death benefit; and
- Withdrawals or surrender after the surrender charge period.

Loss of Unvested Portion of Premium Enhancement

The Death Benefit in the first Contract Year and all or part of the amount withdrawn or surrendered may result in the loss of some or all of the unvested portion of the Premium Enhancement. Loss of the unvested portion of the Premium Enhancement is equal to (a) multiplied by (b) multiplied by (c), where:

- (a) is the result of (i) minus (ii), then divided by the result of (iii) minus (iv), where:
 - (i) is the amount withdrawn or surrendered;
 - (ii) is any remaining free Withdrawal amount up to the amount withdrawn or surrendered;
 - (iii) is the Contract Value prior to the transaction;
 - (iv) is any remaining free Withdrawal amount up to the amount withdrawn or surrendered; and
- (b) is the unvested portion of the Premium Enhancement; and
- (c) is the Premium Enhancement Factor described below.

The Premium Enhancement Factor is the percentage of the unvested portion of the Premium Enhancement remaining in your Contract. The Premium Enhancement Factor on the Effective Date is 100 percent. For Withdrawals in excess of the free Withdrawal amount, the Premium Enhancement Factor will be adjusted. The new Premium Enhancement Factor after the Withdrawal is equal to (a) minus (b), then multiplied by (c), where:

- (a) is 1;
- (b) is the result of (i) minus (ii), then divided by the result of (iii) minus (iv), where:
 - (i) is the amount withdrawn or surrendered;
 - (ii) is any remaining free withdrawal amount up to the amount withdrawn or surrendered;
 - (iii) is the Contract Value prior to the transaction; and
 - (iv) is any remaining free withdrawal amount up to the amount withdrawn or surrendered;
- (c) is the prior Premium Enhancement Factor prior to the Withdrawal.

You will not lose any unvested portion of the Premium Enhancement for the following transactions:

- annual reallocation of Contract Value among Interest Crediting Strategies;
- application of the Contract Value to Optional Payment Plan 1 or Plan 2;
- payment of a free Withdrawal;
- any transactions after the first Contract Year where the surrender charge is waived;
- Withdrawals or surrender after the surrender charge period.

If you return the Contract during the Right to Examine period as shown on the cover page, we will treat the Contract as if it had never been issued and no portion of the Premium Enhancement will be payable. We will refund the Single Premium less any previous Withdrawals.

Market Value Adjustment

The MVA is an adjustment that compares the MVA Index rate on the day prior to the Withdrawal with the MVA Index rate on the day prior to the Effective Date. The MVA Index Rate ("I") is shown on the Data Pages. The MVA may result in either an upward or downward adjustment that may increase or decrease the amount you receive.

Transactions Subject to Market Value Adjustment

Except as listed below, all transactions will be subject to a MVA.

The MVA will not apply to the following transactions:

- annual reallocations of the Contract Value among Interest Crediting Strategies;
- application of the Contract Value to Optional Payment Plan 1 or Plan 2;
- payment of a free Withdrawal;
- return of this Contract during the Right to Examine period specified on the cover page;
- payment of a death benefit; and
- Withdrawals or surrender after the surrender charge period.

Market Value Adjustment Factor

The MVA factor used to determine the MVA is:

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

- i = the Index rate on the day prior to the Effective Date for the MVA Index as shown on the Data Pages
- j = the Index rate on the day prior to the date of the transaction for the MVA Index as shown on the Data Pages
- n = the number of full and partial years remaining in the surrender charge period

Market Value Adjustment Index Rate

The MVA Index rate is based on the Treasury Constant Maturity Series rates, also known as "CMT" rates, calculated by the U.S. Department of the Treasury. The CMT rate used is shown on the Data Pages.

Each day that the U.S. Department of Treasury calculates CMT rates, we will obtain the Index rate(s) for the MVA Index. If the U.S. Department of Treasury does not calculate CMT rates, we will calculate the Index rate(s) as outlined below.

If the U.S. Department of the Treasury:

- does not calculate a CMT rate for the number of years in the surrender charge period, a linear interpolation will be used. The rate for "i" and "j" will be a linear interpolation of the rates for the CMT immediately preceding and immediately following the number of years in the surrender charge period.
- calculates CMT rates only for a number of years greater than the number of years in the surrender charge period, the rate used for "i" and "j" will be calculated using the CMT rate for the fewest number of years that is calculated.
- calculates CMT rates only for a number of years less than the number of years in the surrender charge period, the rate used for "i" and "j" will be calculated using the CMT rate for the greatest number of years that is calculated.
- does not calculate a CMT rate, we will determine the appropriate Index rates to be used.

Discontinuation of or Substantial Change to the MVA 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 the result of (a) minus (b) minus (c), then multiplied by (d), where:

- (a) is the amount of the Contract Value being withdrawn or surrendered as of the date of the transaction;
- (b) is any remaining free Withdrawal amount up to the amount withdrawn or surrendered;
- (c) is the unvested portion of the Premium Enhancement attributable to the Withdrawal; and
- (d) 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; and
- (b) is (i) minus (ii) minus (iii), minus (iv) where:
 - (i) is the Contract Value;
 - (ii) is the surrender charge;
 - (iii) is the unvested portion of the Premium Enhancement attributable to the Withdrawal; and
 - (iv) is the Minimum Guaranteed Surrender Value.

If the Minimum Guaranteed Surrender Value is greater than the Contract Value minus the remaining unvested portion of the Premium Enhancement, the MVA will be zero.

Amount Payable for Withdrawal or Surrender

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

- (a) is the requested Withdrawal amount;
- (b) is the total of any surrender charge and any applicable premium tax charge;
- (c) is the unvested portion of the Premium Enhancement attributable to the Withdrawal; and
- (d) is any MVA.

The amount payable for a surrender will be (a) minus (b), minus (c) plus (d), 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;
- (c) is any remaining unvested portion of the Premium Enhancement; and
- (d) is any MVA.

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

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.

DEATH BENEFIT

Death Benefit When Death Occurs Before Starting Income Payments

During the first Contract Year, the death benefit is the Contract Value less any remaining unvested portion of the Premium Enhancement as of the date we receive due proof of death as described below. After the first Contract Year, the death benefit is the greater of the Contract Value and the Minimum Guaranteed Surrender Value as of the date we receive due proof of death as described below. 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 not an individual. We will apply the principles of section 72(s) and other applicable Code provisions to determine whether distributions are required and the timing of such distributions. If the Owner is classified as a grantor trust under the Code, we will treat the death of the grantor of the trust as the death of the Owner. If the Contract is owned by an entity that is not required to take distributions under any Code provision on the death of an Annuitant, we will require distributions to be taken, as provided in this Death Benefit section of the Contract, as if the Owner were an entity that is required to take such distributions under Code section 72(s).

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 30th day after the date of receipt of the certification of death.

If multiple Beneficiaries are entitled to receive the death benefit, the distribution rules will be applied as if each designated beneficiary's portion were a separate contract. We must have written instructions from each Beneficiary.

Designated Beneficiary When Death Occurs Before Starting Income Payments

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 not an individual

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 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 requested otherwise.

The distribution rules will be applied as if each designated beneficiary's portion were a separate contract.

Restricted Beneficiary Payout Designation

You may, by providing written notice in a form satisfactory to us, choose the method of payment of death proceeds under the Contract by selecting any payment choice, including any **Optional Payment Plans**, the designated beneficiary(ies) may have chosen. The designated beneficiaries, other than your surviving spouse, cannot change the payment choice you have selected. You may also specify at the time of electing an Income Payment option that any payments remaining to be made at your death cannot be commuted or assigned. You may revoke any such limitation on the rights of the designated beneficiary by providing written notice, while you are living, of such revocation in a form satisfactory to us. If the payment choice selected by you does not apply to a designated beneficiary, the limitation imposed by this provision will be removed as to such designated beneficiary.

Distribution Rules When Death Occurs Before Starting Income Payments

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 (including, where applicable, as the surviving 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.

Marital status and spousal continuation rights (including rights of parties to civil unions and domestic partnerships) are determined under applicable state law; however, a surviving spouse who continues the Contract and is not also treated as a surviving spouse under federal law will be required to take distributions to satisfy Code section 72(s). The required distributions are the same as those a non-spouse designated beneficiary would be required to receive, as described in the following provision. In that event, unless a different payment choice is selected the surviving spouse will be deemed to have chosen Payment Choice 4.

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

Subject to the **Death Benefit** provisions above, the designated beneficiary may choose one of the payment choices shown below, unless you pre-selected one of the payment choices for the designated beneficiary under a Restricted Beneficiary Payout Designation. The designated beneficiary may:

- (1) Apply the death benefit, within 30 days of receipt of certification of death, to provide Income Payments under Optional Payment Plan 1. See the **Optional Payment Plans** section of the Contract for a description of the Optional Payment Plans. The first Income Payment must be made no later than one year after the date of death. The period certain 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 this payment choice.
- (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, following the date of death, we will pay interest as required by state law. 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. Any optional living benefit or death benefit riders are terminated with this payment choice.
- (4) Apply the Death Benefit to provide for annual payments equal to the Minimum Annual Income, described below, for the life expectancy of the designated beneficiary, with the right to take additional Withdrawals. Payments will continue annually on the distribution date until the death of the designated beneficiary, or until the Contract Value is reduced to \$0.

Under Payment Choices (2), (3) and (4), this Contract will terminate upon payment of the Contract Value. The Minimum Annual Income is the amount withdrawn each year to satisfy section 72(s)(2)(B) of the Code. The Minimum Annual Income will be re-determined each year for the designated beneficiary's life expectancy using the Single Life Table in section 1.401(a)(9)-9 A-1 of the Income Tax Regulations, as amended. After death, the Minimum Annual Income is calculated using the designated beneficiary's remaining life expectancy. We may offer alternative calculations of Minimum Annual Income based on amortization or annuitization calculation methods described in guidance published by the Internal Revenue Service.

Special Rules for Payment Choice 4 only:

- This payment choice cannot be selected if the Minimum Annual Income would be less than \$100.00.
- The designated beneficiary must elect a distribution date on which payments will be made if you have not made this election in a Restricted Beneficiary Payout Designation. The first distribution date must be no later than 350 days after the Owner's date of death.
- An Income Payment period must be a period not exceeding the designated beneficiary's life expectancy.
- Surrender charges will not apply to amounts withdrawn under this payment choice.
- Upon death of the designated beneficiary, the person or entity named by the designated beneficiary or, if no one is named, the designated beneficiary's estate may receive the remaining Contract Value. The recipient may take the Contract Value as a lump sum or continue to receive the annual payment on the distribution date equal to the Minimum Annual Income, or until the Contract Value is reduced to \$0.
- Except with respect to continuation of the Contract by a same-sex surviving spouse, optional living benefit and death benefit riders are not available with this payment choice.

Distribution Rules When Death Occurs After Starting Income Payments

If any Owner or Annuitant dies after Income Payments have begun (the first day of the first period for which an amount is received as an annuity), payments will be made as stated in the **Monthly Income Benefit** and **Optional Payment Plans** sections of the Contract. These payments will be distributed at least as rapidly as under the method of distribution being used as of the date of death.

MONTHLY INCOME BENEFIT

Monthly Income

We will pay you, unless another Payee is designated, a monthly income as described below beginning on the Maturity Date. Alternatively, if we receive your request prior to the Maturity Date, you may take the Contract Value in a lump sum on the Maturity Date. If we pay the Contract Value in a lump sum we will have no further obligation under the Contract. The Contract Value at the Maturity Date will never be less than the Minimum Guaranteed Surrender Value.

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.

The Income Payment is calculated by multiplying (a) times (b), divided by (c), where:

- (a) is the monthly payment rate per \$1000, as shown under the **Optional Payment Plans** section using the gender(s) of the Annuitant(s) and Settlement Age(s) of the Annuitant(s) on the Maturity Date;
- (b) is the Contract Value; and
- (c) is \$1000.

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.

Maturity Date

The Maturity Date is shown on the Data Pages. The Maturity Date will be the latest of (a) and (b), where:

- (a) is the Contract Anniversary, after which the Annuitant, or Joint Annuitant if younger, reaches age 100; and
- (b) is 20 years after the Effective Date

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

OPTIONAL PAYMENT PLANS

Optional Payments

Subject to the rules stated below and in the **Death Benefit** section, the death benefit can be paid under an Optional Payment Plan. If you choose to surrender your Contract, in lieu of a lump sum payment of the Surrender Value, you may apply the Contract Value to be paid under an Optional Payment Plan. If you choose an Optional Payment Plan, the proceeds less any applicable premium tax charge will be applied to calculate the Income Payment. The Contract Value applied to any Optional Payment Plan will never be less than the Minimum Guaranteed Surrender Value. 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 rules apply to Optional Payment Plans:

- 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 this 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.
- Except upon payment of a death benefit, an Optional Payment Plan is not available until thirteen months after the Effective Date.

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 then offered by us at with respect 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 1%. We may increase the interest rate and the amount of any payment. Other payment 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 periods of 10, 15 and 20 years are shown in table below. 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	1.68	1.68	1.68	1.60	1.60	1.60
25	1.79	1.78	1.78	1.69	1.69	1.69
30	1.91	1.91	1.90	1.80	1.80	1.79
35	2.06	2.06	2.05	1.93	1.93	1.92
40	2.25	2.24	2.23	2.09	2.08	2.08
45	2.48	2.47	2.45	2.28	2.28	2.27
50	2.77	2.75	2.71	2.53	2.52	2.50
51	2.83	2.81	2.77	2.59	2.57	2.55
52	2.90	2.87	2.83	2.64	2.63	2.61
53	2.98	2.94	2.89	2.71	2.69	2.67
54	3.05	3.01	2.95	2.77	2.75	2.72
55	3.13	3.09	3.02	2.84	2.82	2.79
56	3.22	3.17	3.09	2.92	2.89	2.85
57	3.31	3.25	3.16	2.99	2.96	2.92
58	3.40	3.33	3.23	3.07	3.04	2.99
59	3.50	3.42	3.30	3.16	3.12	3.06
60	3.60	3.51	3.38	3.25	3.20	3.13
61	3.71	3.61	3.45	3.34	3.29	3.21
62	3.83	3.71	3.53	3.45	3.39	3.29
63	3.95	3.81	3.61	3.55	3.48	3.37
64	4.08	3.92	3.68	3.67	3.58	3.45
65	4.22	4.03	3.76	3.79	3.69	3.53
66	4.36	4.14	3.83	3.91	3.80	3.61
67	4.50	4.25	3.90	4.05	3.91	3.70
68	4.66	4.36	3.98	4.19	4.03	3.78
69	4.82	4.48	4.04	4.34	4.15	3.86
70	4.98	4.59	4.11	4.50	4.27	3.94
71	5.16	4.70	4.17	4.67	4.40	4.02
72	5.33	4.81	4.23	4.85	4.53	4.09
73	5.51	4.92	4.28	5.03	4.65	4.16
74	5.70	5.03	4.32	5.22	4.78	4.22
75	5.89	5.13	4.37	5.42	4.90	4.28
76	6.08	5.23	4.41	5.63	5.02	4.33
77	6.27	5.32	4.44	5.84	5.14	4.38
78	6.46	5.41	4.47	6.06	5.24	4.42
79	6.65	5.49	4.49	6.28	5.35	4.45
80	6.84	5.56	4.52	6.49	5.44	4.48
81	7.02	5.63	4.53	6.71	5.52	4.51
82	7.20	5.68	4.55	6.92	5.60	4.53
83	7.37	5.74	4.56	7.12	5.66	4.54
84	7.53	5.78	4.57	7.31	5.72	4.56
85	7.68	5.82	4.58	7.49	5.77	4.57
86	7.82	5.85	4.58	7.66	5.81	4.58
87	7.95	5.88	4.59	7.81	5.85	4.58
88	8.07	5.91	4.59	7.95	5.88	4.59
89	8.17	5.93	4.59	8.07	5.91	4.59

Plan 1 Table - continued

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

90	8.27	5.94	4.59	8.18	5.93	4.59
91	8.36	5.95	4.59	8.28	5.94	4.59
92	8.43	5.96	4.59	8.37	5.95	4.59
93	8.50	5.97	4.59	8.45	5.96	4.59
94	8.56	5.97	4.59	8.51	5.97	4.59
95	8.61	5.97	4.59	8.57	5.97	4.59
96	8.65	5.98	NA	8.62	5.98	NA
97	8.68	5.98	NA	8.66	5.98	NA
98	8.71	5.98	NA	8.69	5.98	NA
99	8.73	5.98	NA	8.71	5.98	NA
100 & over	8.74	5.98	NA	8.73	5.98	NA

Values for ages not shown above 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 \$1,000 of proceeds under Plan 2.

Male Settlement Age	Female Settlement Age													
	35	40	45	50	55	60	65	70	75	80	85	90	95	100 & over
35	1.79	1.86	1.92	1.96	2.00	2.02	2.04	2.05	2.05	2.06	2.06	2.06	2.06	2.06
40	1.83	1.92	2.00	2.07	2.13	2.17	2.20	2.22	2.23	2.24	2.25	2.25	2.25	2.25
45	1.87	1.97	2.08	2.18	2.27	2.34	2.39	2.43	2.45	2.47	2.47	2.48	2.48	2.48
50	1.89	2.01	2.15	2.28	2.41	2.52	2.61	2.67	2.72	2.74	2.76	2.76	2.77	2.77
55	1.90	2.04	2.19	2.36	2.53	2.70	2.84	2.95	3.03	3.09	3.11	3.12	3.13	3.13
60	1.91	2.06	2.23	2.42	2.64	2.86	3.08	3.27	3.41	3.51	3.56	3.59	3.60	3.60
65	1.92	2.07	2.25	2.47	2.72	3.00	3.30	3.59	3.84	4.02	4.13	4.18	4.21	4.21
70	1.92	2.08	2.26	2.49	2.77	3.10	3.48	3.89	4.28	4.60	4.81	4.92	4.97	4.98
75	1.92	2.08	2.27	2.51	2.80	3.17	3.62	4.14	4.69	5.19	5.56	5.76	5.85	5.88
80	1.93	2.08	2.28	2.52	2.82	3.21	3.70	4.31	5.02	5.72	6.28	6.61	6.77	6.83
85	1.93	2.09	2.28	2.52	2.83	3.23	3.75	4.42	5.23	6.11	6.85	7.33	7.57	7.67
90	1.93	2.09	2.28	2.53	2.84	3.24	3.77	4.47	5.35	6.34	7.22	7.81	8.13	8.25
95	1.93	2.09	2.28	2.53	2.84	3.25	3.78	4.49	5.41	6.45	7.42	8.08	8.44	8.59
100 & over	1.93	2.09	2.28	2.53	2.84	3.25	3.79	4.50	5.42	6.49	7.48	8.17	8.56	8.72

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

Maximum Age Adjustment Table

The Settlement Age is 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 as shown below.

Year Income Payments Begin		Maximum Age Adjustment
After	Prior To	
2010	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
AND OPTIONAL INDEXED INTEREST CREDITING**

**GENWORTH LIFE AND ANNUITY
INSURANCE COMPANY**

Data Pages

Contract Number: [000000000]
Effective Date: [May 1, 2011]
Contract Type: [Non-Qualified]
Owner: [John Doe]
Owner's Address: [123 Mulberry St., Richmond, VA]
Joint Owner: [Jane Doe]
Annuitant: [John Doe]
[Male] [Age 35]
Joint Annuitant: [Jane Doe]
[Female] [Age 34]
Beneficiary(s): [John Doe. Jr.]
[Male] [Age 7]
Contingent Beneficiary(s): [Susan Doe]
[Female] [Age 6]
[Agent/Number: Joan Agent/12345]
[Agency/Number: ABC/Agency/12345]

If you have a question, would like to obtain information about your Contract, or if you need assistance resolving a complaint, please contact your sales representative or call our Administrative Office toll free at [800-352-9910].

Data Pages

Contract Number:	[000000000]
Single Premium:	[\$50,000.00]
Minimum Single Premium Payment:	[\$25,000.00]
Maximum Cumulative Premium Payment Permitted for all Contracts and Policies:	[\$2,000,000.00]
Single Premium Initial Allocations:	
[1-10 Yr Fixed Rate Strategy:]	[20%]
[Annual Cap Strategy:]	[20%]
[Monthly Cap Strategy:]	[20%]
[Performance Triggered Strategy]	[20%]
[Monthly Average Strategy]	[20%]
Minimum Contract Value Requirement:	[\$10,000.00]
Maturity Date:	[May 1, 2071]
Nonforfeiture Interest Rates:	
Fixed Rate Crediting Strategies:	[1.0%]
Index Crediting Strategies:	[1.0%]
Minimum Guaranteed Surrender Value Percentage:	[87.5%]
Premium Tax Rate (If Applicable):	[0.00%]
Market Value Adjustment Index:	[The U.S. Treasury Constant Maturity Series] – [10 Yr]
Market Value Adjustment Index Rate (“i”) as used in the MVA Factor:	[3.5%]
Free Withdrawal Percentage:	[Not available in Contract Year [1]; [y%] thereafter]

Data Pages

Contract Number: [000000000]

Riders/Endorsements:

[Bailout Waiver of Surrender Charge and MVA Endorsement

Bailout Annual Cap 4.00%
 Bailout Window 45 days]

[Guaranteed Minimum Contract Value Endorsement

Guaranteed Minimum Contract Value Benefit Date May 1, 2018
 Guaranteed Minimum Contract Value Factor 107%]

[Limited Waiver of Surrender Charge and MVA for Confinement to a Medical Care Facility Endorsement

Benefit Eligibility Date: May 1, 2012
 Confinement Withdrawal Percentage: 20.00%]

[Guaranteed Minimum Withdrawal Benefit for Life Rider

Earliest Income Withdrawal Date: May 1, 2012
 Annual Charge: 0.95% of Benefit Base
 Roll-Up Period 10 years
 Daily Roll-Up Rate: Daily Equivalent of 6.00% annual rate
 Withdrawal Limit Trigger \$100
 Guaranteed Minimum Withdrawal Benefit for Life Minimum Contract Value \$100

Withdrawal Factor:

<u>Attained Age</u>	<u>For a Single Annuitant Contract</u>	<u>For a Joint Annuitant Contract</u>
50 – 54	3.0%	2.5%
55 – 59	4.0%	3.5%
60 – 64	4.5%	4.0%
65 – 74	5.0%	4.5%
75 – 79	6.0%	5.5%
80+	7.0%	6.5%]

Data Pages

Contract Number: [000000000]

Surrender Charge Period: [10 Years]

Table of Surrender Charge Percentages

Number of Completed Contract Years Before Surrender or Withdrawal	Surrender Charge Percentage
Less than 1	10
1 but less than 2	9
2 but less than 3	8
3 but less than 4	7
4 but less than 5	6
5 but less than 6	5
6 but less than 7	4
7 but less than 8	3
8 but less than 9	2
9 but less than 10	1
Thereafter	0

]

Data Pages

Contract Number: [000000000]

Premium Enhancement Percentage: [10.00%]
Premium Enhancement: [\$5,000.00]

Premium Enhancement Vesting Period: [10 Years]
The Premium Enhancement Amount will vest according to the schedule below:

Table of Premium Enhancement Vesting Percentages

[

Number of Completed Contract Years Before Surrender or Withdrawal	Premium Enhancement Vesting Percentage
Less than 1	5
1 but less than 2	10
2 but less than 3	20
3 but less than 4	30
4 but less than 5	40
5 but less than 6	50
6 but less than 7	60
7 but less than 8	70
8 but less than 9	80
9 but less than 10	90
Thereafter	100

]

Although the Premium Enhancement vests over time, any interest credited on the Premium Enhancement, including any interest credited on the unvested portion of the Premium Enhancement, is immediately vested at the time it is credited.

As a result of the Premium Enhancement, Interest Rates and Index Credits may be lower than if this Contract did not have a Premium Enhancement.

Data Pages

Contract Number: [000000000]

[10] Year Fixed Rate Strategy

Amount of Initial Premium Allocated To Strategy:	[\$10,000.00]
Amount of Premium Enhancement Allocated To Strategy:	[\$ 1,000.00]
Initial Accumulation Value for [1-10] Year Fixed Rate Strategy:	[\$11,000.00]
Initial Interest Rate:	[2.0%]
Initial Guarantee Term:	[10] year
Renewal Guarantee Term:	[10] year
Minimum Guaranteed Interest Rate:	[1.0%]
Restrictions:	
Reallocations Into this Strategy:	[permitted]
Reallocations Out of this Strategy:	[permitted]

The [10] Year Fixed Rate Strategy is a Fixed Rate Crediting Strategy for which we will declare a fixed Interest Rate for the Initial Guarantee Term and any Renewal Guarantee Term. We credit interest compounded daily at rates we declare periodically. All Interest Rates we declare are annual effective Interest Rates.

Amounts allocated to this strategy will be credited with an Initial Interest Rate for the Initial Guarantee Term. The Initial Interest Rate, Initial Guarantee Term and Renewal Guarantee Term are shown above. At the end of the Initial Guarantee Term and each subsequent Renewal Guarantee Term, we will declare a renewal Interest Rate. The new Interest Rate will apply during the next Renewal Guarantee Term. No Interest Rate will be less than the Minimum Guaranteed Interest Rate shown above. In the case of a Withdrawal or surrender of the Contract, interest will be credited on the portion of this strategy's Accumulation Value withdrawn or surrendered up to the date we receive your request in a form satisfactory to us.

The following definitions apply to the [10] Year Fixed Rate Strategy:

Interest Rate - The interest rate we declare for each Guarantee Term. The Initial Interest Rate, which applies only to the Initial Guarantee Term, is listed above.

Guarantee Term - The number of year(s) for which each Interest Rate applies.

Data Pages

Contract Number: [000000000]

Annual Cap Strategy

Amount of Initial Premium Allocated To Strategy:	[\$10,000.00]
Amount of Premium Enhancement Allocated To Strategy:	[\$ 1,000.00]
Initial Accumulation Value for Annual Cap Strategy:	[\$11,000.00]
Index:	S&P 500 [®] Index*
Initial Index Value:	[1100]
Initial Annual Cap:	[4.0%]
Minimum Annual Cap:	[3% yrs 1-10, 1% thereafter]
Restrictions:	
Reallocations Into this Strategy:	[permitted]
Reallocations Out of this Strategy:	[permitted]

The Annual Cap Strategy is an Index Crediting Strategy that credits interest annually based on the percentage change of the Index during the Contract Year. The Index Credit Percentage will never exceed the Annual Cap that we declare annually and will never be less than zero. The Index Credit is based on the Accumulation Value at the end of the Contract Year, with no partial Index Credit for amounts withdrawn or surrendered.

The following definitions apply to the Annual Cap Strategy:

Annual Cap - The maximum Index Credit Percentage, as defined below, for a Contract Year. The Annual Cap is declared annually in advance and is guaranteed for one Contract Year. The Initial Annual Cap is shown above.

Index Change - Is a percentage calculated as (a) divided by (b), minus 1, where:

- (a) is the Index Value on the last day of the Contract Year; and
- (b) is the Index Value on the last day of the prior Contract Year.

For purposes of calculating the Index Change at the end of the first Contract Year only, (b) is the Initial Index Value shown above.

Index Credit Percentage - The lesser of the Annual Cap and the Index Change for each Contract Year. The Index Credit Percentage will never be less than zero.

Index Credit - The amount of interest credited to the Accumulation Value. The Index Credit is equal to the Index Credit Percentage multiplied by the Accumulation Value for this strategy on the last day of the Contract Year.

[*The S&P 500[®] Index is a price index and does not reflect dividends paid on the underlying stocks.]
["S&P 500[®]" is a trademark of The McGraw-Hill Companies, Inc. and has been licensed for use by the Company. This annuity is not sponsored, endorsed, sold, or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing the product.]

Data Pages

Contract Number: [000000000]

Monthly Cap Strategy

Amount of Initial Premium Allocated To Strategy:	[\$10,000.00]
Amount of Premium Enhancement Allocated To Strategy:	[\$ 1,000.00]
Initial Accumulation Value for Monthly Cap Strategy:	[\$11,000.00]
Index:	S&P 500 [®] Index*
Initial Index Value:	[1100]
Initial Monthly Cap:	[2.0%]
Minimum Monthly Cap:	[0.50% yrs 1-10, 0.25% thereafter]
Restrictions:	
Reallocations Into this Strategy:	[permitted]
Reallocations Out of this Strategy:	[permitted]

The Monthly Cap Strategy is an Index Crediting Strategy that credits interest annually, based on the sum of Monthly Index changes. Any Monthly Index Change will never exceed the Monthly Cap that we declare annually. A negative Monthly Index Change will not be limited. Although a Monthly Index Change may be negative, the Index Credit Percentage will never be less than zero. The Index Credit is based on the Accumulation Value at the end of the Contract Year, with no partial Index Credit for amounts withdrawn or surrendered.

The following definitions apply to the Monthly Cap Strategy:

Monthly Cap - The maximum Monthly Index Change for a Contract Month. It is declared annually in advance and is guaranteed for one Contract Year. The Initial Monthly Cap is shown above.

Monthly Index Change - The lesser of the Monthly Cap and the result of (a) divided by (b), minus 1, where:

- (a) is the Index Value on the last day of the Contract Month; and
- (b) is the Index Value on the last day of the prior Contract Month.

For purposes of calculating the Monthly Index Change at the end of the first Contract Month during the first Contract Year only, (b) is the Initial Index Value shown above.

Index Credit Percentage - The sum of the twelve Monthly Index Changes during the Contract Year. The Index Credit Percentage will never be less than zero.

Index Credit - The amount of interest credited to the Accumulation Value. The Index Credit is equal to the Index Credit Percentage multiplied by the Accumulation Value for this strategy on the last day of the Contract Year.

[*The S&P 500[®] Index is a price index and does not reflect dividends paid on the underlying stocks.]

["S&P 500[®]" is a trademark of The McGraw-Hill Companies, Inc. and has been licensed for use by the Company. This annuity is not sponsored, endorsed, sold, or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing the product.]

Data Pages

Contract Number: [000000000]

Performance Triggered Strategy

Amount of Initial Premium Allocated To Strategy:	[\$10,000.00]
Amount of Premium Enhancement Allocated To Strategy:	[\$ 1,000.00]
Initial Accumulation Value for Performance Triggered Strategy:	[\$11,000.00]
Index:	S&P 500 [®] Index*
Initial Index Value:	[1100]
Initial Specified Rate:	[4.0%]
Minimum Guaranteed Specified Rate:	[3% yrs 1-10, 1% thereafter]
Restrictions:	
Reallocations Into this Strategy:	[permitted]
Reallocations Out of this Strategy:	[permitted]

The Performance Triggered Strategy is an Index Crediting Strategy that credits interest annually only if the ending Index Value is greater than or equal to the starting Index Value. If any interest is credited, amounts allocated to this strategy will be credited with the Specified Rate. At the end of the first Contract Year and each subsequent Contract Year, we will declare a new Specified Rate. The Index Credit is based on the Accumulation Value at the end of the Contract Year, with no partial Index Credit for amounts withdrawn or surrendered.

The following definitions apply to the Performance Triggered Strategy:

Specified Rate - A percentage we declare annually in advance which is guaranteed for one Contract Year. The Initial Specified Rate is shown above.

Index Credit Percentage – A percentage determined for each Contract Year by comparing (a) and (b) where:

- (a) is the Index Value on the last day of the Contract Year; and
- (b) is the Index Value on the last day of the prior Contract Year.

If (a) is greater than or equal to (b), the Index Credit Percentage will equal the Specified Rate. If (a) is less than (b), the Index Credit Percentage will be 0.00%.

For purposes of calculating the Index Credit Percentage at the end of the first Contract Year only, (b) is the Initial Index Value shown above.

Index Credit - The amount of interest credited to the Accumulation Value. The Index Credit is equal to the Index Credit Percentage for the Contract Year multiplied by the Accumulation Value for this strategy on the last day of the Contract Year.

[*The S&P 500[®] Index is a price index and does not reflect dividends paid on the underlying stocks.]

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Data Pages

Contract Number: [000000000]

Monthly Average Strategy

Amount of Initial Premium Allocated To Strategy:	[\$10,000.00]
Amount of Premium Enhancement Allocated To Strategy:	[\$ 1,000.00]
Initial Accumulation Value for Monthly Average Strategy:	[\$11,000.00]
Index:	S&P 500 [®] Index*
Initial Index Value:	[1100]
Initial Annual Cap:	[5.0%]
Minimum Annual Cap:	[3.0% yrs 1-10, 1.00% thereafter]
Restrictions:	
Reallocations Into this Strategy:	[permitted]
Reallocations Out of this Strategy:	[permitted]

The Monthly Average Strategy is an Index Crediting Strategy that credits interest annually. The Index Change is measured by comparing the average of twelve monthly Index Values to the Index Value at the beginning of the Contract Year and will never be less than zero. The Index Credit Percentage will never exceed the Annual Cap that we declare annually. The Index Credit is based on the Accumulation Value at the end of the Contract Year, with no partial Index Credit for amounts withdrawn or surrendered.

The following definitions apply to the Monthly Average Strategy:

Annual Cap - The maximum Index Credit Percentage for a Contract Year. The Annual Cap is declared annually in advance and is guaranteed for one Contract Year. The Initial Annual Cap is shown above.

Index Average – The average of the Index Values on the last day of each Contract Month in the Contract Year.

Index Change – Is a percentage calculated as (a) divided by (b) minus 1, where:

(a) is the Index Average; and

(b) is the Index Value on the last day of the prior Contract Year.

For purposes of calculating the Index Change at the end of the first Contract Year only, (b) is the Initial Index Value shown above.

Index Credit Percentage - The lesser of the Annual Cap and the Index Change. The Index Credit Percentage will never be less than zero.

Index Credit - The amount of interest credited to the Accumulation Value. The Index Credit is equal to the Index Credit Percentage multiplied by the Accumulation Value for this strategy on the last day of the Contract Year.

[*The S&P 500[®] Index is a price index and does not reflect dividends paid on the underlying stocks.]

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**GENWORTH LIFE AND ANNUITY INSURANCE COMPANY
LIMITED 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 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 **Free Withdrawal** provision under the **Withdrawals, Surrenders and Market Value Adjustment** section is amended by adding the following:

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

On or after the Benefit Eligibility Date you may submit notice to us of the conditions set forth below. Upon receipt of proper Written Notice, we will increase the Free Withdrawal Percentage to the Confinement Withdrawal Percentage shown on the Data Pages. We will not adjust surrender charges or MVA for prior Withdrawals.

Each 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 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:

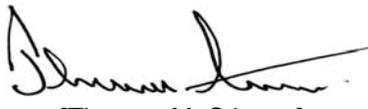
- change of Owner or any Joint Owner of record; or
- change of Annuitant or Joint Annuitant if no Owner or Joint Owner is a natural person; or
- written request from the Owner; or
- termination of the Contract.

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 at our expense and to contest whether the illness or the confinement is Medically Necessary. In the event of a conflict of opinion between physicians, the decision will be determined through arbitration.

For Genworth Life and Annuity Insurance Company,

[]
[Thomas M. Stinson]
[President]

**GENWORTH LIFE AND ANNUITY INSURANCE COMPANY
GUARANTEED MINIMUM CONTRACT VALUE ENDORSEMENT**

This endorsement is made part of the Contract to which it is attached and is effective on the Effective Date of the Contract. 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:

Guaranteed Minimum Contract Value – The minimum Contract Value we guarantee only on the Guaranteed Minimum Contract Value Benefit Date shown on the Data Pages.

The **General Provisions** section is amended by adding the following to the **Statement of Values** provision:

The Contract statement will include the Guaranteed Minimum Contract Value as of the Guaranteed Minimum Contract Value Benefit Date.

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

Guaranteed Minimum Contract Value Base

The Guaranteed Minimum Contract Value Base on the Effective Date is equal to the Single Premium.

On each day, the Guaranteed Minimum Contract Value Base is equal to (a) minus (b) where:

- (a) is the prior Guaranteed Minimum Contract Value Base; and
- (b) is any rider charges paid under this Contract.

If you take a Withdrawal, the Guaranteed Minimum Contract Value Base will decrease pro-rata by the same percentage that the Withdrawal decreases the Contract Value.

Guaranteed Minimum Contract Value

On the Guaranteed Minimum Contract Value Benefit Date, your Contract Value will be the greater of (a) and (b) where:

- (a) is the Contract Value as normally calculated under the Contract; and
- (b) is the result of (i) multiplied by (ii) where:
 - (i) is the Guaranteed Minimum Contract Value Base; and
 - (ii) is the Guaranteed Minimum Contract Value Factor as shown on the Data Pages.

If the Contract Value is increased under this provision, any increase will be allocated pro-rata to the Interest Crediting Strategy Accumulation Values.

For Genworth Life and Annuity Insurance Company,


[Thomas M. Stinson]
[President]

GENWORTH LIFE AND ANNUITY INSURANCE COMPANY
FREE WITHDRAWAL FOR REQUIRED MINIMUM DISTRIBUTION 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. 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 first paragraph of the **Free Withdrawal** provision of the **Withdrawals, Surrenders and Market Value Adjustment** section is replaced by the following:

You may withdraw up to the free Withdrawal amount without a surrender charge or MVA. The free Withdrawal amount for any Contract Year is determined on the first day of the Contract Year and is the greater of a) and b) where:

- (a) is a percentage of your Contract Value as of the first day of that Contract Year. The free Withdrawal percentage for each Contract Year is shown on the Data Pages.
- (b) Is the Required Minimum Distribution (RMD) amount attributable to the Contract Value, calculated for that calendar year. For the first Contract Year, the RMD amount attributable to the Contract Value, is the RMD amount attributable to the Single Premium used to purchase this annuity.

Each Withdrawal during the Contract Year reduces the Free Withdrawal Amount.

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 designated beneficiary for years after the year of death of the Owner shall be determined under the life expectancy method as provided in the Code and related regulations, as in effect on the Effective Date.

You may take systematic Withdrawals up to the free Withdrawal amount, if the systematic Withdrawal program is offered.

For Genworth Life and Annuity Insurance Company,


[Thomas M. Stinson]
[President]

GENWORTH LIFE AND ANNUITY INSURANCE COMPANY
BAILOUT WAIVER OF SURRENDER CHARGE AND MVA 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. 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:

Bailout Annual Cap – A rate we declare at Contract issue for the Annual Cap Strategy only. The Bailout Annual Cap is shown on the Data Pages.

Bailout Window – A period of time beginning on the first day of each Contract Year. This period is shown on the Data Pages.

The following provision is added to the **Withdrawals, Surrenders and Market Value Adjustment** section:

Waiver of Surrender Charge and MVA

During each Bailout Window, if the Annual Cap for the Annual Cap Strategy is lower than the Bailout Annual Cap, you may take a Withdrawal or surrender without a surrender charge or MVA. We must receive written notice of your Withdrawal or surrender within the Bailout Window. You may exercise this provision even if you do not have Accumulation Value in the Annual Cap Strategy.

For Genworth Life and Annuity Insurance Company,


[Thomas M. Stinson]
[President]

GENWORTH LIFE AND ANNUITY INSURANCE COMPANY
GUARANTEED MINIMUM WITHDRAWAL BENEFIT FOR LIFE RIDER

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

This rider provides for a guaranteed minimum withdrawal benefit for the life of the Annuitant(s) as described below. You may terminate this rider apart from the Contract on any Contract Anniversary after the end of the surrender charge period as shown on the Data Pages.

This guaranteed minimum withdrawal benefit rider provides Income Withdrawals for the life of the Annuitant(s) based on the Benefit Base at the time you elect to start taking Income Withdrawals. Once you elect to start taking Income Withdrawals, if you limit total Income Withdrawals in each Contract Year to an amount no greater than the Withdrawal Limit, then you will be eligible to take Income Withdrawals in each Contract Year up to the Withdrawal Limit until the last death of an Annuitant.

Your guaranteed minimum withdrawal benefit will be reduced if you take excess Withdrawals in a Contract Year. You will also lose the guaranteed minimum withdrawal benefit if you elect an Optional Payment Plan available under the Contract, surrender the Contract or terminate the rider.

The purpose of the guaranteed minimum withdrawal benefit provided under the Contract is to provide security through a stream of income payments. The guaranteed minimum withdrawal benefit will terminate upon change in Annuitant(s) including assignment or a change in ownership of the Contract that results in a change of Annuitant(s).

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

The following definitions are applicable to this rider:

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

Deferred Income Withdrawal – An amount in addition to your Withdrawal Limit that you may withdraw in a Contract Year without reducing the guaranteed minimum withdrawal benefit provided under this rider. This amount results from taking Income Withdrawals less than the Withdrawal Limit in previous years.

Income Withdrawal – A Withdrawal pursuant to this rider. Income Withdrawals begin only upon your election and may begin anytime after the Earliest Income Withdrawal Date as shown on the Data Pages. Once an Income Withdrawal is elected under this rider, all Withdrawals under the Contract are considered Income Withdrawals.

Roll-up Base – The amount used to calculate the daily roll-up credit.

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

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

Guaranteed Minimum Withdrawal Benefit

If you limit total Income Withdrawals in a Contract Year to an amount no greater than the Withdrawal Limit, then you will be eligible to receive total Income Withdrawals in each Contract Year equal to the Withdrawal Limit until the last death of an Annuitant. The Deferred Income Withdrawal value on the Effective Date is zero. If the total Income Withdrawals in a Contract Year are less than the Withdrawal Limit, the difference will be added to the Deferred Income Withdrawal value. The maximum Deferred Income Withdrawal value is equal to the Withdrawal Limit. If the total Income Withdrawals in a Contract Year are greater than the Withdrawal Limit, the difference will be subtracted from the Deferred Income Withdrawal value. The Deferred Income Withdrawal Value will never be less than zero.

Withdrawal Limit

The Withdrawal Limit equals the Benefit Base multiplied by the Withdrawal Factor. The Withdrawal Factor percentages are shown on the Data Pages. The Withdrawal Factor is based on the age of the younger Annuitant. The Withdrawal Factor will be fixed on the date you elect to start Income Withdrawals under this rider.

The Withdrawal Limit is calculated on the date of the first Income Withdrawal and on each Contract Anniversary thereafter.

Benefit Base

The Benefit Base is an amount used to establish the Withdrawal Limit. The Benefit Base is not available for Withdrawal as a lump sum or as a Death Benefit.

The Benefit Base on the Effective Date is equal to the initial Contract Value.

During the roll-up period, as shown on the Data Pages, we will increase your Benefit Base each day. On any day, the Benefit Base is equal to (a) plus (b) where:

- (a) is the prior Benefit Base; and
- (b) is the daily roll-up credit.

The daily roll-up credit is equal to (a) multiplied by (b) where:

- (a) is the daily roll-up rate shown on the Data Pages; and
- (b) is the Roll-up Base.

On the Effective Date, the Roll-up Base is equal to the initial Contract Value. The Roll-up Base will not change unless you take a Withdrawal. If you take a Withdrawal prior to electing an Income Withdrawal under this rider, the Roll-up Base will decrease pro-rata by the same percentage that the Withdrawal decreases the Contract Value.

On each day prior to starting Income Withdrawals, if the Contract Value is higher than the Benefit Base, the Benefit Base will be increased to the Contract Value.

The Benefit Base will continue to increase by the daily roll-up credit until the earlier of the date of the first Income Withdrawal under this rider or the end of the roll-up period.

Following the roll-up period, the Benefit Base will be increased by the amount of Index Credits and interest credited to the Contract Value until the date of the first Income Withdrawal under this rider.

Prior to electing to take Income Withdrawals, any Withdrawal will reduce your Benefit Base pro-rata by the percentage that your Withdrawal decreased the Contract Value.

Once you start Income Withdrawals the Benefit Base will not increase. Any excess Income Withdrawals will reduce your Benefit Base.

Excess Income Withdrawals could reduce future Withdrawal benefits by more than the dollar amount of the excess Income Withdrawals.

An excess Income Withdrawal is the greater of zero and the result of (a) minus (b), where:

- (a) is the Income Withdrawal; and
- (b) is the remaining limit, which is equal to the greater of zero and the result of (i) plus (ii) minus (iii), where:
 - (i) is the Withdrawal Limit;
 - (ii) is the Deferred Income Withdrawal Value; and
 - (iii) is the sum of all prior Income Withdrawals within that Contract Year.

A pro-rata reduction to your Benefit Base is equal to (a) multiplied by (b), divided by the result of (c) minus (d), where:

- (a) is the Benefit Base before the Income Withdrawal;
- (b) is the excess Income Withdrawal as calculated above;
- (c) is the Contract Value before the Income Withdrawal; and
- (d) is the remaining limit as calculated above.

Once you start Income Withdrawals, the free withdrawal amount each Contract Year is the greater of the free withdrawal amount under the Contract or the Withdrawal Limit plus any Deferred Income Withdrawal Value.

Even if surrender charges are waived due to another contract provision, endorsement or rider, excess Income Withdrawals reduce the Benefit Base.

Required Minimum Distributions

If the required minimum distribution amount, attributable to the Contract Value, calculated for a calendar year (RMD amount), exceeds the Withdrawal Limit for the Contract Year within which the calendar year begins (current Contract Year), the excess, if distributed, will not be treated as in excess of the Withdrawal Limit for the current Contract Year. If the RMD amount is not distributed in the current Contract Year, the lesser of amount (a) or (b), if distributed, will not be treated as in excess of the Withdrawal Limit for the subsequent Contract Year, where:

- (a) is the difference between the RMD amount and the sum of Withdrawals made during the current Contract Year; and
- (b) is the difference between the RMD amount and the Withdrawal Limit for the current Contract Year.

As used in this provision, the RMD amount shall not exceed the RMD amount calculated under the Internal Revenue Code of 1986 as amended and regulations issued there under, 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 Internal Revenue Code of 1986 and regulations issued there under, as in effect on the Effective Date.

Reduction in Contract Value

An Income Withdrawal that causes your Contract Value to fall below the Minimum Contract Value Requirement will not result in a full surrender of your Contract. If an Income Withdrawal causes your Contract Value to be less than or equal to the Guaranteed Minimum Withdrawal Benefit for Life Minimum Contract Value as shown on the Data Pages, the following will occur:

- If the Withdrawal Limit is less than the Withdrawal Limit Trigger as shown on the Data Pages, the Contract will terminate and we will pay you the greater of the following:
 - (a) the Contract Value; and
 - (b) a lump sum equal to the present value of future lifetime payments in the amount of the Withdrawal Limit based on the 2000 Mortality Table, age last birthday, projected in future years using an extended version of Table G, using an interest rate of 3%.

- If the Withdrawal Limit is greater than or equal to the Withdrawal Limit Trigger as shown on the Data Pages, we will begin Income Payments. We will make payments of a fixed amount for the life of the Annuitant or, if there are Joint Annuitants, until the death of the last surviving Annuitant. The fixed amount payable annually will equal the most recently calculated Withdrawal Limit. We will make payments monthly unless agreed otherwise. If the monthly amount is less than \$100, we will reduce the frequency so that the payment will be at least \$100.

For purposes of this provision, the first annuity year is the period of time between the date we begin Income Payments and the next Contract Anniversary. Subsequent annuity years are the one-year periods beginning on each Contract Anniversary. Income Payments in the first annuity year are adjusted for Income Withdrawals taken since the last Contract Anniversary. The total of all Income Payments made in the first annuity year will equal the greater of zero and (a) minus (b), where:

- (a) is the most recently calculated Withdrawal Limit; and
- (b) is any Income Withdrawal(s) made since the last Contract Anniversary.

Death Provisions

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

If the designated beneficiary is a surviving spouse who is an Annuitant and who elects to continue the Contract as the Owner, this rider will continue. The Benefit Base will be the same as it was under the Contract for the deceased Owner. If no Income Withdrawals were taken prior to the first day we receive due proof of death and all required forms at our Administrative Office, the Withdrawal Factor for the surviving spouse will be established based on the age of the surviving spouse on the date of the first Income Withdrawal for the surviving spouse. Otherwise, the Withdrawal Factor will continue as it was under the Contract for the deceased Owner.

If the designated beneficiary is not an Annuitant this rider will not continue. The rider and the rider charge will terminate.

A same-sex surviving spouse may be required by federal tax law to take Withdrawals under the distribution rules in the Contract (Income Withdrawals under this rider) in amounts exceeding the sum of the Withdrawal Limit and any Deferred Income Withdrawal value. In that event, except for Required Minimum Distributions the Benefit Base will be reduced as described above and such excess amounts will not be treated as free Withdrawals.

Maturity Date

At the Maturity Date, you may choose one of the Optional Payment Plans under the Contract, or choose to apply the Contract Value to a Fixed Income for Life Payment Plan available under this rider.

Under the Fixed Income for Life Payment Plan, the fixed amount payable annually will be no less than the most recently calculated Withdrawal Limit. If the Fixed Income for Life Payment Plan is chosen, payments are made for the life of the Annuitant(s). There is no Surrender Value under this plan. If the Fixed Income for Life Payment Plan is not chosen, the minimum annual payments and any conditions imposed will be those listed in the Contract.

Rider Charge

A charge will be assessed for this rider. The charge is equal to the Annual Charge, as shown on the Data Pages, multiplied by the Benefit Base as of the end of each Contract Year. This charge is made in arrears at the end of the Contract Year after the crediting of any interest, and at termination of this rider or Contract. The charge will be deducted proportionally from the Accumulation Values for each Interest Crediting Strategy to which your Contract Value is allocated. The charge at termination of this rider or this Contract will be a proportional share of the Annual Charge.

When this Rider is Effective

The rider becomes effective on the Effective Date. It will remain in effect while this Contract is in force until the Maturity Date. You may terminate this rider apart from the Contract on any Contract Anniversary after the end of the surrender charge period. Otherwise this rider and the corresponding charges will terminate on the Maturity Date.

Change of Ownership

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

General Provisions

For purposes of this rider:

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

After Income Withdrawals begin we may periodically require proof that any Annuitant is still living.

If at anytime you request an Income Withdrawal over the telephone, we will inform you whether such Income Withdrawal will trigger excess Income Withdrawal treatment and/or what the maximum amount is that you could withdraw without triggering excess Income Withdrawal treatment.

If at anytime you request an Income Withdrawal using our Withdrawal form, the form will state that any excess Income Withdrawals could reduce future benefits by more than the dollar amount of the excess Income Withdrawal, and will provide an option to contact us by telephone to determine if the contemplated Income Withdrawal would trigger excess Income Withdrawal treatment.

At least once each year we will mail you a Contract statement. The statement will include the Benefit Base and the Withdrawal Limit as of the statement date.

For Genworth Life and Annuity Insurance Company,

[]

[Thomas M. Stinson]

[President]



Genworth®
Financial

Genworth Life & Annuity

Tel: 800 221.9501

Fax: 804 281.6201

genworth.com

Index Annuity Product

individual single premium deferred annuity application

from

GENWORTH LIFE AND ANNUITY INSURANCE COMPANY

Page 1 of 7

- You must return all pages

1. Product and contract information

Please complete the Index strategy allocation section of the application to allocate among the available investment strategies.

Product name

Index Annuity Product

Name of state where contract will be delivered

2. Index strategy allocation

You may allocate premium among all available strategies. Allocations must total 100%.

The 10 Year Fixed Rate Strategy is only available for Initial Premium Allocations.

If you allocate to the Enhanced Annual Cap Strategy, you must also select it under the Optional Benefits section below.

Initial Premium Allocation (Use whole percentages only):

7-Year Fixed Rate Strategy	_____	_____ %
1-Year Fixed Rate Strategy	_____	_____ %
Performance-Triggered Strategy	_____	_____ %
Annual Cap Index Strategy	_____	_____ %
Monthly Average Index Strategy	_____	_____ %
Monthly Cap Index Strategy	_____	_____ %
Enhanced Annual Cap Strategy	_____	_____ %
Total	_____	100 %

3. Optional benefits May not be available in all states or markets

Please note, this rider is not available for annuitants under the age of 50.

- Income Protector
- Guaranteed Lifetime Withdrawal Benefit Rider
- Enhanced Annual Cap Strategy

3b. Electronic document delivery information

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

Email address

.



[4.] 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

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

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.



[5.] 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 2
 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.*

[6.] 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? *[Not available on qualified contracts]*

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
 %

[7.] Contract type and source of funds

[7a.] Premium payment information

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

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

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

! Complete Section [7b or 7c below]

[7b.] 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

[7c.] 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 & Annuity to fund the same type of plan. For example, IRA to IRA.
○ 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 & Annuity to fund a plan within 60 days
○ Direct rollover from: Distribution from prior plan payable directly to Genworth Life & Annuity 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 [4], 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 [4]
○ 401(k)/profit sharing/pension*
○ Gov't 457(b) plan*
○ Other qualified plan
*Investment only

[8.] State notices and disclosures

ARKANSAS, KENTUCKY, LOUISIANA, NEW MEXICO, OHIO, AND PENNSYLVANIA, 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.

COLORADO, PLEASE NOTE: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

[To order, use stock number XXXX]



8.] State notices and disclosures *Continued*

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.

MAINE, TENNESSEE, VIRGINIA, WASHINGTON, PLEASE NOTE: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

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

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.

OKLAHOMA, WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

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.

9.] 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)? Yes No

2. Will the proposed annuity replace and/or change any existing annuity or insurance contract(s)? Yes No

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 [8.]

The Maturity Date will be the later of:

- the Contract anniversary, after which the Annuitant, or Joint Annuitant if younger, reaches age [100] or
- [15] years after the Effective Date

I UNDERSTAND THAT WHILE THE VALUES OF THIS CONTRACT MAY BE AFFECTED BY THE PERFORMANCE OF AN EXTERNAL INDEX, THE CONTRACT DOES NOT DIRECTLY OR INDIRECTLY PARTICIPATE IN ANY STOCK OR EQUITY INVESTMENTS, INCLUDING BUT NOT LIMITED TO, ANY DIVIDEND PAYMENTS ATTRIBUTABLE TO ANY SUCH STOCK OR EQUITY INVESTMENT.

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

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



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

.

[10.] **Producer signature**

[10a.] **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.

I certify that I have received the product training material, which explains the material features of the Genworth SecureLiving annuity product being purchased, in compliance with the 2010 Revised NAIC Suitability in Annuity Transaction Model Regulation, and as adopted by various states. I also certify that I have adequate knowledge of the proposed annuity being purchased.

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 <i>Printed</i>	License number <i>Required in FL</i>
.....

Social Security or Producer Number	Producer telephone number
.....

Firm name	Back office telephone number
.....

Team name <i>If applicable</i>	Team ID number <i>If applicable</i>
.....

Email address	Commission split percentage
.....%

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.



10. Producer signature *Continued*

[10b.] Additional producer

For split commissions for more than one producer, the primary producer must complete section [10a.] 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 <i>Printed</i>	License number <i>Required in FL</i>
•	•
.....
Social Security or Producer Number	Producer telephone number
•	•
.....
Email address	Commission split percentage
•	%
.....
Licensed representative/producer/agent signature	Date of signature
X	•
.....

Send completed form to:

Regular mail

P.O. Box 40011
 Lynchburg, VA 24506
 Fax: 804 281.6201

Overnight delivery

3100 Albert Lankford Drive
 Lynchburg, VA 24501-4996



SERFF Tracking Number: GEFA-127302807 State: Arkansas
 Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number: 49500
 Company Tracking Number: GA3003-0711
 TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed
 Product Name: GA3003-0711
 Project Name/Number: GA3003-0711/GA3003-0711

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment: FleschScoreCert_glaic.pdf		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: The application is included for approval.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Acturial Memo		
Comments:		
Attachments: GA3003_Act Memo.pdf GA3004_Act Memo.pdf		

	Item Status:	Status Date:
Satisfied - Item: Reserve Certification		
Comments:		
Attachments: 2011 New FIA (Bonus) Reserve Certification - GLAIC - NonICC - AR.pdf 2011 New FIA (No Bonus) Reserve Certification - GLAIC - NonICC - AR.pdf		

	Item Status:	Status Date:
Satisfied - Item: Compliance Certification		

SERFF Tracking Number: GEFA-127302807 State: Arkansas
Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number: 49500
Company Tracking Number: GA3003-0711
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed
Product Name: GA3003-0711
Project Name/Number: GA3003-0711/GA3003-0711

Comments:

Attachment:

AR_Compliance Cert.pdf

Item Status:

Status

Date:

Satisfied - Item: Variability Statement

Comments:

Attachment:

Variability Statement_FIA.pdf

Item Status:

Status

Date:

Satisfied - Item: Illustration

Comments:

Attachment:

FIA Illustration Sample.pdf

Item Status:

Status

Date:

Satisfied - Item: Product Training Material/Marketing

Comments:

Attachments:

FIA Product Training_7 yr_ver3.pdf

FIA Product Training_10 yr_ver 3.pdf

Item Status:

Status

Date:

Satisfied - Item: External-Indexed Contract
Guidelines Certification

Comments:

Attachment:

AR Certification ExtenrallIndexedGuidelines.pdf

SERFF Tracking Number: GEFA-127302807 State: Arkansas
Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number: 49500
Company Tracking Number: GA3003-0711
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed
Product Name: GA3003-0711
Project Name/Number: GA3003-0711/GA3003-0711

Item Status:

**Status
Date:**

Satisfied - Item: Hedging Strategy

Comments:

Attachment:

FIA Hedge Investment Strategy.pdf

**FLESCH SCORE CERTIFICATION
GENWORTH LIFE AND ANNUITY 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:

Form Number	Description	Flesch Score
GA3003-0711	Single Premium Deferred Annuity Contract with Market Value Adjustment and Optional Indexed Interest Crediting	51.9
GA3004-0711	Single Premium Deferred Annuity Contract with Market Value Adjustment and Optional Indexed Interest Crediting	50.4
GA426E-0511	Limited Waiver of Surrender Charge and MVA for Confinement to a Medical Care Facility Endorsement	Each form scores at 51.9 or 50.4, when scored with the underlying contract
GA427E-0511	Guaranteed Minimum Contract Value Endorsement	
GA428E-0511	Free Withdrawal for Required Minimum Distribution Endorsement	
GA429E-0511	Bailout Waiver of Surrender Charge and MVA Endorsement	
GA300R-0511	Guaranteed Minimum Withdrawal Benefit for Life Rider	
119244GA 05/2011	Individual Single Premium Deferred Annuity Application	50+ when scored with the underlying contract

For Genworth Life and Annuity Insurance Company,



By: _____
Vice President, Product Compliance

Genworth Life and Annuity Insurance Company

Form GA3004-0711

Individual Single Premium Deferred Annuity Contract with Market Value Adjustment And Optional Indexed Interest Crediting

RESERVE CERTIFICATION

I. Description of the Contract

The benefits and features of this contract have been described in the nonforfeiture demonstration and are not repeated here.

II. Method

Reserves for this policy will be determined in accordance with the provisions of the Commissioners Annuity Reserve Valuation Method (CARVM) as interpreted by Actuarial Guideline 33. The Black-Scholes Projection Method described in Actuarial Guideline 35 will be applied to fund values using index based crediting strategies. Fund values using fixed interest based crediting strategies will be projected through time using guaranteed interest rates.

The reserve will be the greater of reserves resulting from the annuitization test and the cash value test, excluding any impact of market-value adjustments. The annuitization test determines the greatest actuarial present value of all possible guaranteed annuitization elections. The cash value test will determine the greatest actuarial present value of all possible account-based benefits, including full surrender, partial withdrawal, death, medical care facility confinement and other contingencies, where material. The tests will take into account all bonus credits and future interest guarantees. Additionally, if the policy has a guaranteed withdrawal rider, then such benefits will be included. The "benefit stream" valued will be the mix of benefits which results in the greatest actuarial present value. Because the fixed income investments backing the liabilities will be held at book value, projected cash surrender amounts and the cash surrender value floor will be determined without regard to any market-value adjustment. If a bailout rate exists, then the principles in Actuarial Guideline 13 will be followed.

Differences in age and sex are factored into the calculations by determining the death benefit and medical care facility confinement reserves on a seriatim basis, applying the appropriate age/sex factors for each policy being valued.

Attached in Appendix A is an illustration of Actuarial Guideline 35 calculations as required by the "External-Indexed Contract Guidelines". Also, the annual Actuarial Opinion Memorandum will address external-indexed contracts, including reserve amount, how reserves were calculated, the amount of assets held and the type of assets held.

III. Determination of Reserve Valuation Assumptions

Basis: Issue Year

Cash Settlement Options: Yes

Future interest guarantee: No

Guarantee Duration:

Full surrenders, partial withdrawals:

Based on the number of years the guaranteed cap rate is greater than the statutory valuation interest rates for life insurance policies with a guarantee duration in excess of twenty years.

Deaths & Medical Care Facility Confinement:

Less than five years

Guaranteed Withdrawal benefits, if any:

During the period that account value is not zero, these benefits follow the partial withdrawal approach described above. After this period, these benefits follow the annuitization approach described below, using the date of payment when the account value is first zero as the date of first payment.

Annuity: Duration from issue date to first payment

Plan Type:

Full surrenders and partial withdrawals: C, if there is a bailout provision, otherwise B.

Guaranteed Withdrawal benefits, if any:

During the period that account value is not zero: C, if there is a bailout provision, otherwise B.

After this period: A

Annuity: A

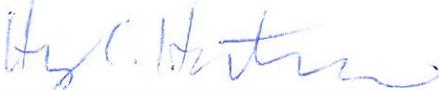
Deaths & Medical Care Facility Confinement: A

Valuation Decrements:

Annuity: Annuity 2000 Table

Deaths: Annuity 2000 Table

Medical Care Facility Confinement: 1985 National Nursing Home Survey



Henry C. Hutcherson, FSA, MAAA
Actuary, Genworth Financial

8-24-11
Date

Appendix A

Fixed Indexed Annuity AG35 Statutory Reserve Illustration

Policy Year	Guaranteed Cap	1 Yr Risk Free Rate	Call Option Value	AG 35 Growth Rate	Index Fund	SC%	CSV	Present Value @ 4.25%
(a)	(b) input	(c) input	(d) Black-Scholes Calculation	(e) $(d) * (1 + (c))$	(f) Prior (f) * $(1 + (e))$	(g) input	(h) $(f) * (1 - (g))$	(i) $(h) / (1.0425^{(a)})$
					10,000	9.0%	9,100	9,100
1	8.00%	0.50%	3.50%	3.52%	10,352	8.0%	9,524	9,135
2	2.00%	0.75%	1.00%	1.01%	10,456	7.0%	9,724	8,947
3	2.00%	1.00%	1.01%	1.02%	10,563	6.0%	9,929	8,763
4	2.00%	1.25%	1.02%	1.03%	10,672	5.0%	10,138	8,583
5	2.00%	1.50%	1.03%	1.05%	10,783	4.0%	10,352	8,407
6	2.00%	1.75%	1.04%	1.06%	10,897	3.0%	10,571	8,235
7	2.00%	2.00%	1.05%	1.07%	11,014	2.0%	10,794	8,066
8	2.00%	2.25%	1.06%	1.08%	11,134	1.0%	11,022	7,901
9	2.00%	2.50%	1.07%	1.10%	11,256	0.0%	11,256	7,739
10	2.00%	2.75%	1.08%	1.11%	11,381	0.0%	11,381	7,506

Max 9,135 Reserve for this benefit stream

- Calculations done before rounding. Displayed results rounded.
- Full Surrender Benefit Stream for Illustration. Other benefit streams would also be tested.
- Assumes no free withdrawals

Genworth Life and Annuity Insurance Company

Form GA3003-0711

Individual Single Premium Deferred Annuity Contract with Market Value Adjustment And Optional Indexed Interest Crediting

RESERVE CERTIFICATION

I. Description of the Contract

The benefits and features of this contract have been described in the nonforfeiture demonstration and are not repeated here.

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The reserve will be the greater of reserves resulting from the annuitization test and the cash value test, excluding any impact of market-value adjustments. The annuitization test determines the greatest actuarial present value of all possible guaranteed annuitization elections. The cash value test will determine the greatest actuarial present value of all possible account-based benefits, including full surrender, partial withdrawal, death, medical care facility confinement and other contingencies, where material. The tests will take into account all bonus credits and future interest guarantees. Additionally, if the policy has a guaranteed withdrawal rider, then such benefits will be included. The "benefit stream" valued will be the mix of benefits which results in the greatest actuarial present value. Because the fixed income investments backing the liabilities will be held at book value, projected cash surrender amounts and the cash surrender value floor will be determined without regard to any market-value adjustment. If a bailout rate exists, then the principles in Actuarial Guideline 13 will be followed.

Differences in age and sex are factored into the calculations by determining the death benefit and medical care facility confinement reserves on a seriatim basis, applying the appropriate age/sex factors for each policy being valued.

Attached in Appendix A is an illustration of Actuarial Guideline 35 calculations as required by the "External-Indexed Contract Guidelines". Also, the annual Actuarial Opinion Memorandum will address external-indexed contracts, including reserve amount, how reserves were calculated, the amount of assets held and the type of assets held.

III. Determination of Reserve Valuation Assumptions

Basis: Issue Year

Cash Settlement Options: Yes

Future interest guarantee: No

Guarantee Duration:

Full surrenders, partial withdrawals:

Based on the number of years the guaranteed cap rate is greater than the statutory valuation interest rates for life insurance policies with a guarantee duration in excess of twenty years.

Deaths & Medical Care Facility Confinement:

Less than five years

Guaranteed Withdrawal benefits, if any:

During the period that account value is not zero, these benefits follow the partial withdrawal approach described above. After this period, these benefits follow the annuitization approach described below, using the date of payment when the account value is first zero as the date of first payment.

Annuitizations: Duration from issue date to first payment

Plan Type:

Full surrenders and partial withdrawals: C, if there is a bailout provision, otherwise B.

Guaranteed Withdrawal benefits, if any:

During the period that account value is not zero: C, if there is a bailout provision, otherwise B.

After this period: A

Annuitizations: A

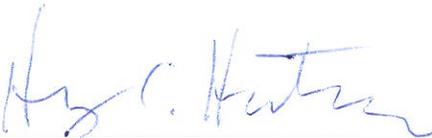
Deaths & Medical Care Facility Confinement: A

Valuation Decrements:

Annuitizations: Annuity 2000 Table

Deaths: Annuity 2000 Table

Medical Care Facility Confinement: 1985 National Nursing Home Survey



Henry C. Hutcherson, FSA, MAAA
Actuary, Genworth Financial

8-24-11

Date

Appendix A

Fixed Indexed Annuity AG35 Statutory Reserve Illustration

Policy Year	Guaranteed Cap	1 Yr Risk Free Rate	Call Option Value	AG 35 Growth Rate	Index Fund	SC%	CSV	Present Value @ 4.25%	
(a)	(b) input	(c) input	(d) Black-Scholes Calculation	(e) (d) * (1 + (c))	(f) Prior (f) * (1 + (e))	(g) input	(h) (f) * (1 - (g))	(i) (h) / (1.0425^(a))	
					10,000	9.0%	9,100	9,100	
1	8.00%	0.50%	3.50%	3.52%	10,352	8.0%	9,524	9,135	
2	2.00%	0.75%	1.00%	1.01%	10,456	7.0%	9,724	8,947	
3	2.00%	1.00%	1.01%	1.02%	10,563	6.0%	9,929	8,763	
4	2.00%	1.25%	1.02%	1.03%	10,672	5.0%	10,138	8,583	
5	2.00%	1.50%	1.03%	1.05%	10,783	4.0%	10,352	8,407	
6	2.00%	1.75%	1.04%	1.06%	10,897	3.0%	10,571	8,235	
7	2.00%	2.00%	1.05%	1.07%	11,014	2.0%	10,794	8,066	
8	2.00%	2.25%	1.06%	1.08%	11,134	1.0%	11,022	7,901	
9	2.00%	2.50%	1.07%	1.10%	11,256	0.0%	11,256	7,739	
10	2.00%	2.75%	1.08%	1.11%	11,381	0.0%	11,381	7,506	
Max								9,135	Reserve for this benefit stream

- Calculations done before rounding. Displayed results rounded.
- Full Surrender Benefit Stream for Illustration. Other benefit streams would also be tested.
- Assumes no free withdrawals

**ARKANSAS CERTIFICATION
GENWORTH LIFE AND ANNUITY INSURANCE COMPANY**

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.

A handwritten signature in cursive script that reads "Paul Loveland". The signature is written in black ink and is positioned above a horizontal line.

Paul Loveland
Vice President Product Compliance

CERTIFICATION OF VARIABILITY
Genworth Life and Annuity Insurance Company
July 11, 2011

We have bracketed certain information within the forms to indicate variability. These forms may be used for multiple plans or distribution. We certify that the ranges for the bracketed items contained in the contract, endorsements, rider and application are as follows:

GA3003-0711	
State of Issue	Accommodates state of issue.
State Insurance Department Telephone Number	Accommodate State Insurance Department telephone number
Officer Signatures	Accommodates changes of corporate officers
Customer Service Telephone	Accommodates changes in the phone number for the servicing center.
Administrative Office Address	Accommodates changes in the administrative office location.
GA3003DP-0711	<i>Will reflect applicable issue information specific to contract.</i>
Administrative Office Telephone Number	Accommodates changes in the toll-free phone number for the administrative office.
Contract Number (all data pages)	Will reflect actual contract number assigned
Single Premium	Will reflect single premium received.
Minimum Single Premium Payment	Range will be from \$10,000 to \$100,000
Maximum Cumulative Premium Payment Permitted for all Contract and Policies	Range will be from \$500,000 to \$10,000,000
Single Premium Initial Allocations	This section will reflect actual Strategies available. Ranges will reflect actual allocations made in application and will not exceed 100% in total.
Minimum Contract Value Requirement	Range will be from \$10,000 to \$25,000
Maturity Date	Will reflect the date income payments are to begin.
Nonforfeiture Interest Rates	
Fixed Rate Credit Strategies	Range will be from 1.00% - 3.00%
Index Crediting Strategies	Range will be from 1.00% - 3.00%
Minimum Guaranteed Surrender Value Percentage	87.5% - 100%
Premium Tax Rate	Will reflect actual premium tax rate in state of issue.
Market Value Adjustment Index	This will reflect the actual index and rate term being used. Range for years is 1-10.
Market Value Adjustment Index Rate	Rate will be the actual index rate on the day prior to effective date of contract.
Free Withdrawal Percentage	Allows for change to offer free withdrawal in first Contract year. The range thereafter is 10% – 25%. If offered in year one, the range will be 1% - 25%.
Riders/Endorsements	Accommodates any rider or endorsement selected by the owner or automatically available with contract.
Bailout Waiver of Surrender Charge and MVA Endorsement	There is no charge for this endorsement when it is included with the contract. The endorsement only applies to new issues.

Bailout Annual Cap Bailout Window	Range will be 1% - 15% Range will be 30 - 60 days
Guaranteed Minimum Contract Value Endorsement GMCV Benefit Date GMCV Value Factor	There is no charge for this endorsement when it is included with the contract. The endorsement only applies to new issues. Will be first year after issue to 10 years after issue Range will be 101% - 150%
Limited Waiver of Surrender Charge and MVA for Confinement to a Medical Care Facility Endorsement Benefit Eligibility Date Confinement Withdrawal Percentage	Effective date to 10 years from the Effective Date Range will be 1% to 50% (will never be less than the Free Withdrawal Percentage).
Guaranteed Minimum Withdrawal Benefit for Life Rider Earliest Income Withdrawal Date Annual Charge Roll-Up Period Daily Roll-Up Rate Withdrawal Limit Trigger GMWB for Life Minimum Cash Value Withdrawal Factor	Range is effective date of contract through 10 years from effective date of contract Range will be from .05% to 2.0% Range will from 1 – 20 years 1% - 20% annual and its daily equivalent Range will be \$100 - \$2,500 Range will be \$100 - \$25,000 Attained age range will be 50 - 90. No factor will be less than 1% or greater than 15%
Table of Surrender Charges Percentages	Surrender Charge period range is 1 – 10 years. Surrender charges will never be greater than the following: 10% in Year 1 9% in Year 2 8% in Year 3 7% in Year 4 6% in Year 5 5% in Year 6 4% in Year 7 3% in Year 8 2% in Year 9 1% in Year 10
STRATEGY PAGES	All Strategy pages: if a Strategy is not available, that particular page will not print in the Contract. If the applicant does not allocate premium to a particular Strategy, the Strategy page will print and reflect no premium allocated and no accumulation value. However, all other values will be shown.
[10] Year Fixed Rate Strategy Amount of Initial Premium Allocated Initial Accumulation Value Initial Interest Rate Initial Guarantee Term Renewal Guarantee Term Minimum Guaranteed Interest Rate Restrictions	Will be the amount as shown in application Will be same as the Initial Premium Allocated Range will be 1% - 20% Range will be 1 – 10 years Range will be 1 – 10 years Range will be 1% - 20% Will show either “permitted” or “not permitted”

<p>Annual Cap Strategy</p> <p>Amount of Initial Premium Allocated Initial Accumulation Value</p> <p>Initial Index Value Initial Annual Cap</p> <p>Minimum Annual Cap Restrictions</p> <p>S&P 500 Index Language</p>	<p>Will be the amount as shown in application Will be same as the Initial Premium Allocated Value will be the applicable index value on the day prior to contract issue Range will be 1% - 20%</p> <p>Range will be 1% - 20%, 1 – 20 years, and 1% - 20% thereafter Will show either “permitted” or “not permitted” Language will be updated based on licensing and/or disclosure requirements of the S&P500 index.</p>
<p>Monthly Cap Strategy</p> <p>Amount of Initial Premium Allocated Initial Accumulation Value</p> <p>Initial Index Value Initial Monthly Cap</p> <p>Minimum Monthly Cap Restrictions</p> <p>S&P 500 Index Language</p>	<p>Will be the amount as shown in application Will be same as the Initial Premium Allocated Value will be the applicable index value on the day prior to contract issue Range will be 1% - 20%</p> <p>Range will be .5% - 20%, 1 – 20 years, and .25% - 20% thereafter Will show either “permitted” or “not permitted” Language will be updated based on licensing and/or disclosure requirements of the S&P500 index.</p>
<p>Performance Triggered Strategy</p> <p>Amount of Initial Premium Allocated Initial Accumulation Value</p> <p>Initial Index Value Initial Specified Rate</p> <p>Minimum Guaranteed Specified Rate Restrictions</p> <p>S&P 500 Index Language</p>	<p>Will be the amount as shown in application Will be same as the Initial Premium Allocated Value will be the applicable index value on the day prior to contract issue Range will be 1% - 20%</p> <p>Range will be 1% - 20%, 1 – 20 years, and 1% - 20% thereafter Will show either “permitted” or “not permitted” Language will be updated based on licensing and/or disclosure requirements of the S&P500 index.</p>
<p>Monthly Average Strategy</p> <p>Amount of Initial Premium Allocated Initial Accumulation Value</p> <p>Initial Index Value Initial Annual Cap</p> <p>Minimum Annual Cap Restrictions</p> <p>S&P 500 Index Language</p>	<p>Will be the amount as shown in application Will be same as the Initial Premium Allocated Value will be the applicable index value on the day prior to contract issue Range will be 1% - 20%</p> <p>Range will be 1% - 20%, 1 – 20 years, and 1% - 20% thereafter Will show either “permitted” or “not permitted” Language will be updated based on licensing and/or disclosure requirements of the S&P500 index.</p>
GA3004-0711	
State of Issue	Accommodates state of issue.
State Insurance Department Telephone Number	Accommodate State Insurance Department telephone number
Officer Signatures	Accommodates changes of corporate officers

Customer Service Telephone	Accommodates changes in the phone number for the servicing center.
Administrative Office Address	Accommodates changes in the administrative office location.
GA3004DP-0711	<i>Will reflect applicable issue information specific to contract.</i>
Administrative Office Telephone Number	Accommodates changes in the toll-free phone number for the administrative office.
Contract Number (all data pages)	Will reflect actual contract number assigned
Single Premium	Will reflect single premium received.
Minimum Single Premium Payment	Range will be from \$10,000 to \$100,000
Maximum Cumulative Premium Payment Permitted for all Contract and Policies	Range will be from \$500,000 to \$10,000,000
Single Premium Initial Allocations	This section will reflect actual Strategies available. Ranges will reflect actual allocations made in application and will not exceed 100% in total.
Minimum Contract Value Requirement	Range will be from \$10,000 to \$25,000
Maturity Date	Will reflect the date income payments are to begin.
Nonforfeiture Interest Rates	
Fixed Rate Credit Strategies	Range will be from 1.00% - 3.00%
Index Crediting Strategies	Range will be from 1.00% - 3.00%
Minimum Guaranteed Surrender Value Percentage	87.5% - 100%
Premium Tax Rate	Will reflect actual premium tax rate in state of issue.
Market Value Adjustment Index	This will reflect the actual index and rate term being used. Range for years is 1-10.
Market Value Adjustment Index Rate	Rate will be the actual index rate on the day prior to effective date of contract.
Free Withdrawal Percentage	Allows for change to offer free withdrawal in first Contract year. The range thereafter is 10% – 25%. If offered in year one, the range will be 1% - 25%.
<i>Riders/Endorsements section</i>	Accommodates any rider or endorsement selected by the owner or automatically available with contract.
Bailout Waiver of Surrender Charge and MVA Endorsement Bailout Annual Cap Bailout Window	There is no charge for this endorsement when it is included with the contract. The endorsement only applies to new issues. Range will be 1% - 15% Range will be 30 - 60 days
Guaranteed Minimum Contract Value Endorsement GMCV Benefit Date GMCV Value Factor	There is no charge for this endorsement when it is included with the contract. The endorsement only applies to new issues. Will be first year after issue to 10 years after issue Range will be 101% - 150%
Limited Waiver of Surrender Charge and MVA for Confinement to a Medical Care Facility Endorsement Benefit Eligibility Date Confinement Withdrawal Percentage	Effective date to 10 years from the Effective Date Range will be 1% to 50% (will never be less than the Free Withdrawal Percentage).

<p>Guaranteed Minimum Withdrawal Benefit for Life Rider</p> <p>Earliest Income Withdrawal Date</p> <p>Annual Charge</p> <p>Roll-Up Period</p> <p>Daily Roll-Up Rate</p> <p>Withdrawal Limit Trigger</p> <p>GMWB for Life Minimum Cash Value</p> <p>Withdrawal Factor</p>	<p>Range is effective date of contract through 10 years from effective date of contract</p> <p>Range will be from .05% to 2.0%</p> <p>Range will from 1 – 20 years</p> <p>1% - 20% annual and its daily equivalent</p> <p>Range will be \$100 - \$2,500</p> <p>Range will be \$100 - \$25,000</p> <p>Attained age range will be 50 - 90. No factor will be less than 1% or greater than 15%</p>																						
<p>Table of Surrender Charges Percentages</p>	<p>Surrender Charge period range is 1 – 10 years.</p> <p>Surrender charges will never be greater than the following:</p> <p>10% in Year 1</p> <p>9% in Year 2</p> <p>8% in Year 3</p> <p>7% in Year 4</p> <p>6% in Year 5</p> <p>5% in Year 6</p> <p>4% in Year 7</p> <p>3% in Year 8</p> <p>2% in Year 9</p> <p>1% in Year 10</p>																						
<p>Premium Enhancement Percentage</p> <p>Premium Enhancement</p> <p>Premium Enhancement Vesting Period</p> <p>Table of Premium Enhancement Vesting Percentages</p>	<p>Range will be from 1% - 10%</p> <p>This will be the single premium multiplied by the enhancement percentage</p> <p>Range will be 1 – 10 years</p> <p>The percentages will never be less than:</p> <table border="0"> <tr> <td>Less than 1</td> <td>5</td> </tr> <tr> <td>1 but less than 2</td> <td>10</td> </tr> <tr> <td>2 but less than 3</td> <td>20</td> </tr> <tr> <td>3 but less than 4</td> <td>30</td> </tr> <tr> <td>4 but less than 5</td> <td>40</td> </tr> <tr> <td>5 but less than 6</td> <td>50</td> </tr> <tr> <td>6 but less than 7</td> <td>60</td> </tr> <tr> <td>7 but less than 8</td> <td>70</td> </tr> <tr> <td>8 but less than 9</td> <td>80</td> </tr> <tr> <td>9 but less than 10</td> <td>90</td> </tr> <tr> <td>Thereafter</td> <td>100</td> </tr> </table>	Less than 1	5	1 but less than 2	10	2 but less than 3	20	3 but less than 4	30	4 but less than 5	40	5 but less than 6	50	6 but less than 7	60	7 but less than 8	70	8 but less than 9	80	9 but less than 10	90	Thereafter	100
Less than 1	5																						
1 but less than 2	10																						
2 but less than 3	20																						
3 but less than 4	30																						
4 but less than 5	40																						
5 but less than 6	50																						
6 but less than 7	60																						
7 but less than 8	70																						
8 but less than 9	80																						
9 but less than 10	90																						
Thereafter	100																						
<p>STRATEGY PAGES</p>	<p>All Strategy pages: if a Strategy is not available, that particular page will not print in the Contract.</p> <p>If the applicant does not allocate premium to a particular Strategy, the Strategy page will print and reflect no premium allocated and no accumulation value. However, all other values will be shown.</p>																						
<p>[10] Year Fixed Rate Strategy</p> <p>Amount of Initial Premium Allocated</p> <p>Amount of Premium Enhancement</p>	<p>Will be the amount as shown in application.</p> <p>Will be equal to the Initial Premium Allocated multiplied by the Premium Enhancement percentage.</p>																						

<p>Initial Accumulation Value Initial Interest Rate Initial Guarantee Term Renewal Guarantee Term Minimum Guaranteed Interest Rate Restrictions</p>	<p>Will be same as the Initial Premium Allocated. Range will be 1% - 20% Range will be 1 – 10 years Range will be 1 – 10 years Range will be 1% - 20% Will show either “permitted” or “not permitted”</p>
<p>Annual Cap Strategy Amount of Initial Premium Allocated Amount of Premium Enhancement Initial Accumulation Value Initial Index Value Initial Annual Cap Minimum Annual Cap Restrictions</p>	<p>Will be the amount as shown in application. Will be equal to the Initial Premium Allocated multiplied by the Premium Enhancement percentage. Will be same as the Initial Premium Allocated. Value will be the applicable index value on the day prior to contract issue. Range will be 1% - 20% Range will be 1% - 20%, 1 – 20 years, and 1% - 20% thereafter Will show either “permitted” or “not permitted” Language will be updated based on licensing and/or disclosure requirements of the S&P500 index.</p>
<p>S&P 500 Index Language</p>	
<p>Monthly Cap Strategy Amount of Initial Premium Allocated Amount of Premium Enhancement Initial Accumulation Value Initial Index Value Initial Monthly Cap Minimum Monthly Cap Restrictions</p>	<p>Will be the amount as shown in application. Will be equal to the Initial Premium Allocated multiplied by the Premium Enhancement percentage. Will be same as the Initial Premium Allocated. Value will be the applicable index value on the day prior to contract issue. Range will be 1% - 20% Range will be .5% - 20%, 1 – 20 years, and .25% - 20% thereafter Will show either “permitted” or “not permitted” Language will be updated based on licensing and/or disclosure requirements of the S&P500 index.</p>
<p>S&P 500 Index Language</p>	
<p>Performance Triggered Strategy Amount of Initial Premium Allocated Amount of Premium Enhancement Initial Accumulation Value Initial Index Value Initial Specified Rate Minimum Guaranteed Specified Rate Restrictions</p>	<p>Will be the amount as shown in application. Will be equal to the Initial Premium Allocated multiplied by the Premium Enhancement percentage. Will be same as the Initial Premium Allocated. Value will be the applicable index value on the day prior to contract issue. Range will be 1% - 20% Range will be 1% - 20%, 1 – 20 years, and 1% - 20% thereafter Will show either “permitted” or “not permitted” Language will be updated based on licensing and/or disclosure requirements of the S&P500 index.</p>
<p>S&P 500 Index Language</p>	
<p>Monthly Average Strategy Amount of Initial Premium Allocated Amount of Premium Enhancement Initial Accumulation Value</p>	<p>Will be the amount as shown in application. Will be equal to the Initial Premium Allocated multiplied by the Premium Enhancement percentage. Will be same as the Initial Premium Allocated.</p>

Initial Index Value Initial Annual Cap	Value will be the applicable index value on the day prior to contract issue. Range will be 1% - 20%
Minimum Annual Cap Restrictions	Range will be 1% - 20%, 1 – 20 years, and 1% - 20% thereafter Will show either “permitted” or “not permitted” Language will be updated based on licensing and/or disclosure requirements of the S&P500 index.
S&P 500 Index Language	
GA426E-0511	
Officer Signature	Accommodates changes of corporate officer.
GA427E-0511	
Officer Signature	Accommodates changes of corporate officer.
GA428E-0511	
Officer Signature	Accommodates changes of corporate officer.
GA428E-0511	
Officer Signature	Accommodates changes of corporate officer.
GA300R-0511	
Officer Signature	Accommodates changes of corporate officer.
119244GA 05/2011	
Header, Gutter/Side and Footer	
Product Name	The marketing name of the product applied for will appear.
Page Count	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.
Telephone, fax number, Internet address	The telephone, fax number and company internet address will appear in the upper left-hand corner of the first page of the application. This information is bracketed to accommodate possible changes.
Index Strategy Allocation You may allocate premium among all available strategies	All available strategies will appear.
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. Note: 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.
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>
Owner information	The language concerning the Owner Type is controlled by changes in federal requirements for beneficial owners and will only be revised when required.
	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.

Joint owner name	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.
Annuitant information	
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.
Beneficiary information	
For qualified contracts only, you may name a joint annuitant	This language is controlled by changes in federal requirements for beneficial owners and will only be revised when required.
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.
Contract type and source of funds	

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.
State notices and disclosures	To allow for a change in notice should the product standards requirement change.
Owner signature	
Contract Anniversary	The age range is 90 to 100 years and the effective date range is 10 to 20 years.
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.
Producer signature	This section/page will not be a part of the final printed version of the application, if applicable, that may be attached to the contract due to privacy requirements and the sensitive information regarding producers (such as the producer's social security number).
I have verified...	This information is directly related to legislation regarding the Patriot Act.
Patriot Act	This information is directly related to legislation regarding the Patriot Act. 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.
I certify that I have reviewed the training...	Language will appear based on the NAIC Suitability requirements. The company plans on using an electronic format to gather the required information. If we do not require such information electronically, this language will print on the application.
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.
Additional Producer	Entire section is bracketed to allow for flexibility in the number of producers involved in the sale of the product.
Additional Producer Information Form	Bracketed to allow change in the name of form.
Regular mail/overnight delivery	These are bracketed to accommodate possible changes to the addresses.

We hereby certify the final forms 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

A hypothetical illustration using:

[SecureLiving[®] Fixed Indexed Annuity with Income Rider]

Fixed Index Annuity

Policy Form [ICC11GA3001, ICCGA3002, GA3003-0711, GA3004-0711, ICC11GA300R, GA300R-0711]

Generally are for people who want:

- Opportunity to earn higher crediting rates and grow principle faster than many fixed annuity alternatives
- Flexibility to help meet needs if plans or circumstances change
- Tax-deferred Growth
- Option to receive predictable income during retirement

Generally are not for people who:

- Do not intend to remain in the contract through the surrender period or plan to take withdrawals greater than the free withdrawal amount
- Seek market-based growth without limits or caps

Annuity contracts are long-term financial products and are not appropriate for funds necessary to meet short-term obligations

Issued by Genworth Life & Annuity Insurance Company

[6620 West Broad Street
Richmond, VA, 23230]

Prepared for:

[Joseph Client]

Prepared by:

[John Agent
123 Main St
City, VA, 12345]

Date Prepared: July 1, 2011

Key Features	Description																								
Maximum issue age	85 (age at last birthday for any owner and annuitant)																								
Premium amounts	Minimum single premium is \$[25,000] for all contracts. Premium amounts over \$[500,000] require home office approval.																								
[Premium enhancement	5% of the single premium is added to the contract value at contract issue. The premium enhancement is subject to vesting.]																								
[Premium enhancement vesting	<table border="0"> <tr> <td>Year</td> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> <td>6</td> <td>7</td> <td>8</td> <td>9</td> <td>10</td> <td>11+</td> </tr> <tr> <td>Vested %</td> <td>5%</td> <td>10%</td> <td>20%</td> <td>30%</td> <td>40%</td> <td>50%</td> <td>60%</td> <td>70%</td> <td>80%</td> <td>90%</td> <td>100%</td> </tr> </table> <p>If any withdrawal exceeds the free withdrawal amount, the portion of unvested premium enhancement associated with withdrawal is lost.]</p>	Year	1	2	3	4	5	6	7	8	9	10	11+	Vested %	5%	10%	20%	30%	40%	50%	60%	70%	80%	90%	100%
Year	1	2	3	4	5	6	7	8	9	10	11+														
Vested %	5%	10%	20%	30%	40%	50%	60%	70%	80%	90%	100%														
Interest crediting strategies	You may elect to allocate your premium to Fixed Rate Crediting Strategies or Indexed Crediting Strategies. [You may only allocate into the [10] Year Fixed Rate strategy at contract issue, however amounts may be allocated out.] Allocations into and out of the other strategies are permitted each contract anniversary that the strategies are offered. Allocations can only be changed in the 21 calendar day period following each contract anniversary.																								
Fixed rate crediting strategies	Interest is credited at a fixed rate for the initial guarantee term. Interest is credited daily. After the initial guarantee term, the interest rate renews each Contract Year but will never be less than the Minimum Guaranteed Rate for that Strategy. [1 Year Fixed Rate Strategy – the interest rate is guaranteed for 1 year and renews annually thereafter 10 Year Fixed Rate Strategy - the interest rate is guaranteed for 10 years and renews annually thereafter]																								
Index crediting strategies	<p>Each strategy has its own formula that is used to calculate the amount of interest credited know as the Index Credit. The Index Credit is limited for each strategy and will never be less than zero. The amount of Index Credit depends on which index strategy(ies) you choose, how the Index (S&P500[®] Index) performs and the limit for that strategy. The Index Credit is based on the Accumulation Value of that Strategy at the end of the Contract Year, with no partial Index Credit for amounts withdrawn or Surrendered.</p> <p>[Annual Cap Strategy – Index Credit is based on the annual percentage change in the Index, but will never be more than the Annual Cap. The Annual Cap is guaranteed for 1 year and renews each contract year.</p> <p>Monthly Cap Strategy – Index Credit is based on the sum of the 12 monthly percentage changes of the Index Value for the contract year. Each positive monthly percentage change is limited to the monthly cap. However, negative monthly changes are not limited and are fully reflected in the calculation of the annual Index Credit. The monthly cap is guaranteed for one contract year. We will declare a new monthly cap each subsequent year.</p> <p>Performance Triggered Strategy – credits interest if the Index Value at the end of the contract year is greater than or equal to the Index Value at the beginning of the contract year. If interest is credited the Index Credit will be equal to the specified rate. The specified rate is declared each contract year.</p> <p>Monthly Average Strategy – Credits interest annually using an averaging method to calculate the index change for the contract year. The index change is measured by comparing the average of twelve monthly index values to the index value at the beginning of the contract year. The index credit percentage will never be greater than the annual cap or less than zero. The annual cap is guaranteed for one contract year and renews each subsequent year.]</p>																								
[Guaranteed minimum contract value	At the end of the [ten] year surrender charge period, your contract value is guaranteed to be [107%] of the single premium less any adjustments for withdrawals and rider charges. This guaranteed value is only applicable at the end of the surrender period and will only step up the contract value, if the current contract value normally calculated is less than the minimum under this provision.]																								

Genworth Life & Annuity

[SecureLiving Fixed Indexed Annuity with Income Rider]

Tax-deferred Accumulation	<p>You do not pay income taxes on earnings until you choose to receive payments or take a withdrawal. If you do so in retirement, you may be in a lower income tax bracket.</p> <p><i>There is no additional tax deferral benefit for annuities purchased in an IRA or any tax-qualified plan, since these plans are already afforded tax-deferred status. The other benefits and costs should be carefully considered before purchasing an annuity in a tax-qualified plan.</i></p>																								
Optional income rider	<p>The guaranteed lifetime withdrawal benefit rider is available at contract issue for an additional charge (see rider description)</p>																								
Flexible income payments	<p>13 months after contract issue, you may elect to apply the contract value to an optional payment plan. You can select which lifetime payment option works best for you:</p> <ul style="list-style-type: none"> • Life income with period certain (10,15 or 20 years) or • Joint life and survivor income with 10-year period certain 																								
Access to your funds	<p>Your free withdrawal amount is calculated on each contract anniversary and is the greater of:</p> <ul style="list-style-type: none"> • After the first Contract Year, 10% of the Contract Value as measured on Contract Anniversary • For qualified contracts, the required minimum distribution (RMD) amount attributable to the contract value, calculated for that calendar year. In the first contract year, it is the RMD amount attributable to the single premium used to purchase the annuity. <p>All withdrawals are deducted pro rata from each interest crediting strategy.</p> <p>You may take up to the free withdrawal amount systematically in equal amounts of at least \$100, on a monthly, quarterly, semiannual or annual basis. You may not take a withdrawal if it reduces the contract value to less than \$10,000.</p> <p>Withdrawals in excess of the free withdrawal amount, prior to the end of the surrender period, are subject to surrender charges[, loss of unvested portion of the premium enhancement,] and MVA. Your Contract Value will be reduced by the full amount of your withdrawal request; however, the amount payable for the withdrawal may be less due to surrender charges [, loss of unvested portion of premium enhancement] and MVA.</p>																								
Surrender charge	<p>If you need more than the free withdrawal amount or surrender your contract prior to the end of [10] years, there are surrender charges. In addition, a market value adjustment (MVA) will apply.</p> <table border="1" data-bbox="466 1068 1606 1138"> <tr> <td>[Year</td> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> <td>6</td> <td>7</td> <td>8</td> <td>9</td> <td>10</td> <td>11+</td> </tr> <tr> <td>Surrender Charge %</td> <td>9%</td> <td>9%</td> <td>8%</td> <td>7%</td> <td>6%</td> <td>5%</td> <td>4%</td> <td>3%</td> <td>2%</td> <td>1%</td> <td>0%</td> </tr> </table>	[Year	1	2	3	4	5	6	7	8	9	10	11+	Surrender Charge %	9%	9%	8%	7%	6%	5%	4%	3%	2%	1%	0%
[Year	1	2	3	4	5	6	7	8	9	10	11+														
Surrender Charge %	9%	9%	8%	7%	6%	5%	4%	3%	2%	1%	0%														
Market value adjustment (MVA)	<p>In addition to surrender charges, an MVA will apply only if you withdraw more than the free withdrawal amount or surrender your contract before the end of the surrender period. The MVA is an adjustment that compares the index rate at the time of withdrawal with the index rate when your contract was issued. The MVA may increase or decrease the amount you receive. The MVA will never cause the surrender value to be greater than the contract value or be less than the minimum guaranteed surrender value. There is no MVA after the surrender charge period.</p>																								
Surrender value	<p>Your surrender value will be no less than your single premium, [plus premium enhancement,] plus interest earned, minus any previous withdrawals, surrender charges, [loss of unvested portion of premium enhancement] and Market Value Adjustment (MVA).</p>																								
Minimum guaranteed surrender value	<p>Equals the sum of the minimum guaranteed value for each interest crediting strategy. The minimum guaranteed value for each strategy is equal to the portion of the premium allocated to the strategy plus interest credited at the strategy non-</p>																								

Genworth Life & Annuity**[SecureLiving Fixed Indexed Annuity with Income Rider]**

	forfeiture interest rate, less premium taxes. The non-forfeiture interest rates for any index crediting strategy is [1.0%] and any fixed rate strategy is [1.0%]. Minimum guaranteed values will be adjusted for withdrawals and reallocations.
Medical care facility waiver	After the first contract year, under certain circumstances, we will increase your free withdrawal amount each Contract Year to [20]% of your Contract Value. Ask your financial professional about restrictions. [Not available in : state]
Death benefit	The death benefit is the greater of: <ul style="list-style-type: none">- Your contract value [less unvested portion of the premium enhancement in the first contract year only]- The minimum guaranteed surrender value There is no surrender charge or MVA on the death benefit.

[[Income Rider]

Optional Guaranteed Lifetime Withdrawal Benefit Rider

Key Features	Description																								
Issue ages	[50 – 80], Rider is only available at contract issue																								
Benefit description	Offers guaranteed annual income withdrawals starting at any time after the first contract year and continuing for the rest of your life. The annual withdrawal limit is determined by multiplying the benefit base by the withdrawal factor at the time you take your first income withdrawal																								
Withdrawal factors Based on the age of the younger annuitant at time of first income withdrawal	<table border="1"> <thead> <tr> <th>Attained Age</th> <th>for a single annuitant contract</th> <th>for a spousal joint annuitant contract</th> </tr> </thead> <tbody> <tr> <td>[50 – 54</td> <td>4.0%</td> <td>3.5%</td> </tr> <tr> <td>55 – 59</td> <td>4.5%</td> <td>4.0%</td> </tr> <tr> <td>60 – 64</td> <td>5.0%</td> <td>4.5%</td> </tr> <tr> <td>65 – 69</td> <td>5.5%</td> <td>5.0%</td> </tr> <tr> <td>70 – 74</td> <td>6.0%</td> <td>5.5%</td> </tr> <tr> <td>75 – 79</td> <td>6.5%</td> <td>6.0%</td> </tr> <tr> <td>80+</td> <td>7.0%</td> <td>6.5%]</td> </tr> </tbody> </table>	Attained Age	for a single annuitant contract	for a spousal joint annuitant contract	[50 – 54	4.0%	3.5%	55 – 59	4.5%	4.0%	60 – 64	5.0%	4.5%	65 – 69	5.5%	5.0%	70 – 74	6.0%	5.5%	75 – 79	6.5%	6.0%	80+	7.0%	6.5%]
Attained Age	for a single annuitant contract	for a spousal joint annuitant contract																							
[50 – 54	4.0%	3.5%																							
55 – 59	4.5%	4.0%																							
60 – 64	5.0%	4.5%																							
65 – 69	5.5%	5.0%																							
70 – 74	6.0%	5.5%																							
75 – 79	6.5%	6.0%																							
80+	7.0%	6.5%]																							
Benefit base	Equals your initial premium [plus premium enhancement]. During the roll-up period it will be increased by the roll-up credit and may be stepped up.																								
Roll-up base	Equals your initial premium [plus premium enhancement]. Used to calculate the roll-up credit																								
Roll-up credit	[x%] simple annual interest on the roll-up base credited daily (single premium [plus any enhancement]) during the roll-up period. Partial year credit is given if income withdrawals are started during the contract year																								
Benefit base step-up	On any day that the contract value is higher than the benefit base, the benefit base will increase to the contract value.																								
Roll-up period	[10] years or until the first income withdrawal is taken																								
Benefit base crediting after the roll-up period	If income withdrawals have not started after the roll-up period, the benefit base will continue to increase by the same amount of interest credited to the contract.																								
Benefit reductions	Prior to taking income withdrawals, any withdrawal will reduce your benefit base and roll-up base proportionally by the percentage that the withdrawal decreases the contract value. After starting income withdrawals, any excess income withdrawal will decrease the benefit base by the same proportion that the excess amount reduces the contract value, after the contract value has been reduced for any remaining withdrawal limit and deferred income withdrawal.																								
Deferred withdrawal limit	After income withdrawals have begun, if you do not take the full withdrawal limit, you may accumulate a max of [one] year's worth of income withdrawals based on the most recently calculated withdrawal limit. This amount may be taken at a later date without causing an excess income withdrawal.																								
Spousal continuation	Yes, a spouse who is also a joint annuitant may continue to take income withdrawals under the rider for the rest of their life.																								
Cancellation policy	You may elect to terminate the rider and its charges at any time following the surrender charge period.																								
Annual charge	[0.60]% of the benefit base, deducted annually in arrears from the contract value																								

]

Genworth Life & Annuity

[SecureLiving Fixed Indexed Annuity with Income Rider]

Hypothetical Illustration

Summary Information	
Prepared For	[Joseph Client
Gender, Age, Birth Month	Male, 60, August
Premium Amount	\$50,000.00
[Premium Enhancement	\$2,500.00]
GLWB Rider	[6%] Simple Roll-up
Rider Charge	[0.60%] Annual on Benefit Base
Age at Withdrawal	70
Years, Months until first Withdrawal	10 years 0 months
Annual Withdrawal Limit (Guaranteed)	\$5,024
Annual Withdrawal Limit (Non-Guaranteed)	\$5,024]

Illustrated allocations and interest Rates and caps

<u>Strategy</u>	<u>Allocation</u>	<u>Rate</u>	<u>Cap</u>	<u>Specified Rate</u>
10 Year Fixed	20%	3% years 1-10, 1% thereafter		
Annual Cap	40%		5%	
Monthly Cap	40%		2%	

This illustration assumes the annuity's current non-guaranteed elements such as interest rates and index caps will not change. It is likely that they will change and actual values may be higher or lower than those in this illustration. The hypothetical values are not guarantees of the amounts you can expect from your annuity. Please review the disclosure document for more detailed information.

The illustration assumes withdrawals are deducted at the beginning of the modal period selected. Index crediting strategies credit interest on the last day of the contract year. There is no partial index credit for any withdrawal taken during the contract year. All other values are shown as of the end of the period.

The following illustration uses the current interest rates and caps combined with historical performance of the S&P 500 Index. Your actual values and performance may be higher or lower depending on renewal rates and caps and the actual performance of the S&P 500 Index. Your actual performance will never be less than the guaranteed values shown. The illustration is run with the specified period as well as a period of favorable and a period of unfavorable S&P500 Index performance.

A detailed description for each of the values shown in the illustrations are listed in the disclosure section of the illustration.

Genworth Life & Annuity

[SecureLiving Fixed Indexed Annuity with Income Rider]

Hypothetical Illustration for Specified Period – S&P 500 Index from [April 30, 2001 to April 30, 2011]

End of Contract Year	Age	[Income] Withdrawals	Minimum Guaranteed Surrender Value	S&P500 Index Annual Change (%)	Annual Credited Rate (%)	Contract Value	Surrender Value	[Benefit Base	Withdrawal Limit	Guaranteed Withdrawal Limit]
[Contract Issue	60					52,500				
1	61	0	44,188	-1.12%	0.60%	52,483	45,598	55,650	2,769	2,769
2	62	0	44,629	-26.08%	0.61%	52,454	46,158	58,800	2,927	2,927
3	63	0	45,076	32.78%	7.89%	56,222	50,304	61,950	3,084	3,084
4	64	0	45,526	4.83%	3.25%	57,662	52,392	65,100	3,242	3,242
5	65	0	45,982	10.36%	4.79%	60,015	55,350	68,250	3,739	3,739
6	66	0	46,442	9.05%	5.55%	62,918	58,885	71,400	3,913	3,913
7	67	0	46,906	-6.65%	0.57%	62,834	59,612	74,550	4,086	4,086
8	68	0	47,375	-40.17%	0.59%	62,739	60,318	77,700	4,259	4,259
9	69	0	47,849	47.59%	7.39%	66,895	65,192	80,850	4,432	4,432
10	70	0	48,327	13.51%	2.46%	68,037	67,176	84,000	5,024	5,024]

Genworth Life & Annuity

[SecureLiving Fixed Indexed Annuity with Income Rider]

Hypothetical illustration for a favorable period – S&P 500 Index from [August 31, 1990 to August 31, 2000]

End of Contract	Year	Age	[Income] Withdrawals	Minimum Guaranteed Surrender Value	S&P500 Index Annual Change (%)	Annual Credited Rate (%)	Contract Value	Surrender Value	[Benefit Base	Withdrawal Limit	Guaranteed Withdrawal Limit]
[Contract Issue		60					52,500				
1		61	0	44,188	8.89%	2.60%	53,533	46,553	55,650	2,769	2,769
2		62	0	44,629	9.38%	2.65%	54,600	48,120	58,800	2,927	2,927
3		63	0	45,076	5.64%	4.35%	56,604	50,673	61,950	3,084	3,084
4		64	0	45,526	2.26%	1.55%	57,093	51,865	65,100	3,242	3,242
5		65	0	45,982	22.65%	7.44%	60,931	56,208	68,250	3,739	3,739
6		66	0	46,442	13.86%	5.67%	63,958	59,877	71,400	3,913	3,913
7		67	0	46,906	49.12%	7.44%	68,274	64,838	74,550	4,086	4,086
8		68	0	47,375	17.43%	3.08%	69,912	67,292	77,700	4,259	4,259
9		69	0	47,849	18.56%	2.59%	71,241	69,466	80,850	4,432	4,432
10		70	0	48,327	7.68%	2.64%	72,621	71,719	84,000	5,024	5,024]

Hypothetical illustration for an unfavorable period – S&P 500 from [February 28, 1999 to February 28, 2009]

End of Contract	Year	Age	[Income] Withdrawals	Minimum Guaranteed Surrender Value	S&P500 Index Annual Change (%)	Annual Credited Rate (%)	Contract Value	Surrender Value	[Benefit Base	Withdrawal Limit	Guaranteed Withdrawal Limit]
[Contract Issue		60					52,500				
1		61	0	44,188	8.97%	2.60%	53,533	46,553	55,650	2,769	2,769
2		62	0	44,629	-2.04%	0.60%	53,504	47,123	58,800	2,927	2,927
3		63	0	45,076	-17.26%	0.62%	53,464	47,775	61,950	3,084	3,084
4		64	0	45,526	-24.29%	0.63%	53,412	48,420	65,100	3,242	3,242
5		65	0	45,982	32.19%	7.60%	57,065	52,551	68,250	3,739	3,739
6		66	0	46,442	4.43%	2.97%	58,331	54,513	71,400	3,913	3,913
7		67	0	46,906	8.36%	4.06%	60,251	57,115	74,550	4,086	4,086
8		68	0	47,375	12.33%	6.65%	63,796	61,335	77,700	4,259	4,259
9		69	0	47,849	-4.12%	0.59%	63,690	62,053	80,850	4,432	4,432
10		70	0	48,327	-40.30%	0.61%	63,573	62,753	84,000	5,024	5,024]

Genworth Life & Annuity

[SecureLiving Fixed Indexed Annuity with Income Rider]

Hypothetical illustration for first 10 years of specified period - S&P 500 Index from [1/1/1990 to 1/1/2000]

Detail for interest crediting and accumulation value for each interest crediting strategy allocated.

Year	Age	[Income] Withdrawals	S&P500	Contract Value	[10 Year Fixed Rate Interest		Annual Cap		Monthly Cap	
			Index Annual Change (%)		Rate (%)	Accumulation Value	Index Credit (%)	Accumulation Value	Index Credit (%)	Accumulation Value]
[Contract Issue	60			52,500		10,500		21,000		21,000
1	61	0	-1.12%	52,483	3%	10,747	0.00%	20,868	0.00%	20,868
2	62	0	-26.08%	52,454	3%	10,996	0.00%	20,729	0.00%	20,729
3	63	0	32.78%	56,222	3%	11,252	5.00%	21,623	13.37%	23,347
4	64	0	4.83%	57,662	3%	11,511	4.83%	22,515	1.92%	23,635
5	65	0	10.36%	60,015	3%	11,777	5.00%	23,482	5.46%	24,757
6	66	0	9.05%	62,918	3%	12,048	5.00%	24,489	7.28%	26,381
7	67	0	-6.65%	62,834	3%	12,322	0.00%	24,317	0.00%	26,195
8	68	0	-40.17%	62,739	3%	12,599	0.00%	24,138	0.00%	26,002
9	69	0	47.59%	66,895	3%	12,884	5.00%	25,163	11.75%	28,848
10	70	0	13.51%	68,037	3%	13,173	5.00%	26,228	0.00%	28,637]

Genworth Life & Annuity

[SecureLiving Fixed Indexed Annuity with Income Rider]

[Hypothetical Illustration for [Income Rider] - Specified Period – S&P 500 Index from [April 30, 2001 to April 30, 2011]

End of Contract Year	Age	S&P500 Index Annual Change (%)	Annual Credited Rate (%)	Contract Value	Guaranteed Benefit Base	Benefit Base	Withdrawal Factor	Guaranteed Annual Withdrawal Limit	Annual Withdrawal Limit
[Contract Issue	60			52,500					
1	61	-1.12%	0.60%	52,483	55,650	55,650	5.00%	2,769	2,769
2	62	-26.08%	0.61%	52,454	58,800	58,800	5.00%	2,927	2,927
3	63	32.78%	7.89%	56,222	61,950	61,950	5.00%	3,084	3,084
4	64	4.83%	3.25%	57,662	65,100	65,100	5.00%	3,242	3,242
5	65	10.36%	4.79%	60,015	68,250	68,250	5.50%	3,739	3,739
6	66	9.05%	5.55%	62,918	71,400	71,400	5.50%	3,913	3,913
7	67	-6.65%	0.57%	62,834	74,550	74,550	5.50%	4,086	4,086
8	68	-40.17%	0.59%	62,739	77,700	77,700	5.50%	4,259	4,259
9	69	47.59%	7.39%	66,895	80,850	80,850	5.50%	4,432	4,432
10	70	13.51%	2.46%	68,037	84,000	84,000	6.00%	5,024	5,024]

The hypothetical illustration for the Income Rider assumes that no withdrawals are taken. The withdrawal limits shown assume income withdrawals started in that contract year. The withdrawal factor is based on the age of the younger annuitant at the beginning of the contract year.]

Important Information about the illustration

This is for illustrative purposes only and is not a representation or guarantee of future performance. The S&P 500 Index performance is from historical periods and is not a guarantee of future performance. After the initial guarantee periods, we will declare new interest rates and caps annually which may be higher or lower than those illustrated.

Age – age shown in the table is the assumed age at issue and at the beginning of each contract year thereafter.

[Withdrawals – Withdrawals shown in the illustration are no greater than the free withdrawal amount. Withdrawals in excess of the free withdrawal amount may result in applicable surrender charges, [loss of unvested portion of premium enhancement] and MVA.]

[Income withdrawals – income withdrawals shown in the illustration are no greater than the withdrawal limits. Income withdrawals in excess of the withdrawal limit reduce the benefit base and withdrawal limit for future contract years. Income withdrawals in excess of the free withdrawal amount may result in applicable surrender charges, [loss of unvested portion of premium enhancement] and MVA.]

Minimum guaranteed surrender value – is the sum of the minimum guaranteed values for each interest crediting strategy. The minimum guaranteed value for each strategy is equal to the portion of the premium allocated to the strategy plus interest credited at the strategy non-forfeiture interest rate, less premium taxes. The non-forfeiture interest rates for any index crediting strategy is [1.0%] and any fixed rate strategy is [1.0%]. Minimum guaranteed values will be adjusted for withdrawals and reallocations.

S&P 500 Index annual change – the annual change is the percentage change in the index as measured by comparing the index value on the last day of the contract year to the index value on the last day of the prior year. For purpose of this illustration the starting value (day before contract issue) is the first day of the applicable period listed.

Annual credited rate (%) – is the combined weighted average crediting rate for all interest crediting strategies for each contract year.

Contract value – is the sum of the accumulation values for each interest crediting strategy. At the start of the illustration, the contract value is equal to the single premium [plus the premium enhancement]. Each year the contract value will be increased by any interest credited and reduced by withdrawals[and any optional rider charges. Rider charges are deducted on the last day of the year after the crediting of any interest. The Rider Charge is [x.xx%] of the benefit base as of the last day of the contract year.] [At the end of the 10 year surrender period the contract value may also step up to the guaranteed minimum contract value if applicable.]

Surrender value – The surrender value in the illustration assumes the MVA is 0. The actual surrender value may be increased or decreased by an MVA, but will never be less than the minimum guaranteed surrender value. The surrender value in this illustration is only reduced by applicable surrender charges[and loss of unvested portion of the premium enhancement].

Benefit base – the benefit base includes any step-up to contract value or interest credited after the roll-up period prior to starting income withdrawals. The benefit base shown is not guaranteed to be greater than the guaranteed benefit base.

Guaranteed benefit base – The guaranteed benefit base is determined only by the [8%] simple annual interest roll-credit during the roll-up period.

Important Information about the illustration continued

Withdrawal limit – the withdrawal limit based on the projected benefit base. The withdrawal limit shown is not guaranteed to be greater than the guaranteed withdrawal limit.

Guaranteed withdrawal limit – the guaranteed withdrawal limit is based on the guaranteed benefit base.

This is a product summary. Please refer to the contract and company disclosure material for a complete and detailed explanation of benefits, limitations, and restrictions.

All guarantees are based on the claims-paying ability of Genworth Life and Annuity Insurance Company.

The discussion of tax treatments in this material is the Genworth's interpretation of current tax law and is not intended as tax advice. Consult your contract and your tax professional.

[As a result of the premium enhancement, interest rates and index credits (as described below) may be lower than if this contract did not have a premium enhancement.]

The S&P 500[®] Index is a price index and does not reflect dividends paid on the underlying stocks. S&P 500[®] is a trademark of The McGraw-Hill Companies, Inc. and has been licensed for use. This annuity is not sponsored, endorsed, sold, or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing the product.

Although the contract value may be affected by the performance of an index, the contract does not directly or indirectly participate in any stock or equity investment including but not limited to, any dividend payment attributable to any such stock or equity investment.

The MVA adjustment is calculated using a percentage determined by multiplying the number of whole and partial years remaining in the surrender charge period by the change in the MVA index rate since the beginning of the surrender charge period. The MVA will never cause the surrender value to be greater than the contract value or be less than the minimum guaranteed surrender value. If the MVA index rate has gone up, the adjustment will be negative, reducing the amount you receive. If the MVA index rate has gone down, the adjustment will be positive, increasing the amount you receive. The MVA index rates are based on the [10-Year Treasury Constant Maturity Series (10 year CMT) rates] calculated by the U.S. Department of Treasury.

[SecureLiving Fixed Indexed Annuity with Income Rider] individual single premium fixed deferred annuity with market value adjustment and optional indexed interest crediting is issued by Genworth Life and Annuity Insurance Company, policy form series [ICC11GA3001, ICC11GA3002, ICC11GA300R, GA3003-0711, GA3004-0711, and GA300R-0711 et. al.]

Products and/or riders may not be available in all states or markets. Features and benefits may also vary by state or market. Check with your representative for state availability and limitations.

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SecureLiving[®] Fixed Index Annuity Product Training

7 Year Fixed Indexed
Annuity Product



Issued By:
Genworth Life and Annuity Insurance Company

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Course Agenda

What is the Genworth **Fixed Indexed Annuity?**

Product Overview

Interest Crediting Methods

Access Information

Guaranteed Income Information

Optional Income Rider

Contract Values

Suitability

Important Disclosures

What is the Genworth (Fixed Indexed Annuity?)

A type of fixed annuity where interest is credited to the contract based on the crediting strategy or strategies selected

- Indexed crediting strategies based on performance of the S&P 500[®] Index subject to a cap or specified rate
- Fixed rate crediting strategies not based on performance of an index

Offers a guaranteed minimum contract value

- Provides an absolute minimum value that a client will receive at the end of the seven year surrender schedule

Provides the potential for higher interest crediting than other fixed annuity products

Optional rider at additional cost which guarantees income for life through withdrawals for the annuitant(s)

Product Overview

Maximum Issue Age

- Age 85 or younger for both owner(s) and annuitant(s)

Joint Owners

- Allowed on non-qualified contracts only
- Must be a spouse if electing the (optional income rider)

Death Benefit

- Death of the owner triggers distribution
- The death benefit is the greater of:
 - Contract value as of the date we receive proof of death
 - Minimum guaranteed surrender value

Maximum Single Premium Payment

- \$1,000,000
- Pre-approval required for premium payments above the maximum amount

Minimum Single Premium Payment

- Qualified and Non-qualified: \$25,000

Product Overview

Premium Payments

- This is a single premium deferred annuity, additions to the contract are not permitted

Crediting Methods

- Allocate to either fixed rate or index crediting strategies each contract year
 - index crediting strategies (S&P 500 Index) – all interest credited annually on last day of the contract year:
 - Annual cap (point to point)
 - Monthly cap
 - Performance triggered
 - Fixed rate crediting strategies
 - 1 year fixed rate strategy
 - 7 year fixed rate strategy

Product Overview

Jumbo rates available based on premium

- Bands at \$100,000 and \$250,000

Seven year surrender charge schedule

Other features:

- Bailout feature
- 10% free withdrawal beginning in year 2
- Medical care facility / nursing home waiver*
- Systematic withdrawal of annual free amount
- Market value adjustment (MVA) for withdrawals above annual free amount
- Minimum guaranteed contract value at the end of the surrender period

* Subject to state availability

Interest Crediting

Interest Crediting Strategies

- Allocate single premium among available interest crediting strategies
- Re-allocate contract value annually
- Re-allocations effective on the contract anniversary, however the election must be made during 21 calendar day period after contract anniversary

Fixed Rate Crediting Strategies

- 7 year fixed rate strategy is available at contract issue only. Can only allocate *out* in later years. annual renewal after 7 year term.
- 1 year fixed rate strategy is available for re-allocation after contract issue. Rate renews annually.
- Rates are declared as annual effective yields
- Interest is credited to Accumulation Value daily
- Jumbo bands at \$100,000 and \$250,000]

Index Crediting Strategies

- Multiple index strategies available at contract issue
 - Annual cap strategy
 - Monthly cap strategy
 - Performance triggered strategy
- All strategies use the S&P 500 Index
- The interest known as index credit (if any) is credited annually at end of contract year.
- No partial index credit for withdrawals
- Rates and caps renew and declared annually
- Jumbo bands at \$100,000 and \$250,000]

Interest Crediting

1-Year Fixed Rate Strategy

- Credits interest at an interest rate that is guaranteed for 1 year. We will declare a new rate each subsequent contract year.

7-Year Fixed Rate Strategy

- Credits interest at an interest rate that is guaranteed for 7 years. We will declare a new rate each subsequent contract year after the 7th year.

Annual Cap Strategy

- Credits interest annually based on the index change and the annual cap for the contract year. The index change is measured by comparing the index value on the last day of the prior contract year and the index value on the last day of the current contract year. The index credit for this strategy will never be greater than the annual cap or less than zero. We will declare a new annual cap each contract year.

Monthly Cap Strategy

- Credits interest based on the sum of the 12 monthly index changes for the contract year. Each positive monthly index change is limited to the monthly cap. However, negative monthly index changes are not limited and are fully reflected in the sum of monthly index changes. The index credit for this strategy will never be less than zero. The monthly cap is guaranteed for one contract year. We will declare a new monthly cap each contract year.

Performance Triggered Strategy

- Only credits interest if the index value on the last day of the contract year is greater than or equal to the index value on the last day of the prior contract year. If interest is credited the index credit will be equal to the specified rate, otherwise the index will be zero. The specified rate is declared each contract year.

Interest Crediting - Index Crediting Strategies

Monthly Cap Strategy

- Monthly index changes are calculated for each contract month by comparing index value at end of contract month to value at end prior contract month
 - Positive monthly index changes are capped at monthly cap
 - *Negative monthly index changes are not capped*
- Index credit percentage is sum of monthly index changes, never less than zero

Example*

Monthly Cap: 2.0%

Contract Month	Ending Index Value	Percentage Change in Index Value	Index Change (with Monthly Cap)
1	1012	1.20%	1.20%
2	1040	2.77%	2.00%
3	1045	0.48%	0.48%
4	1057	1.15%	1.15%
5	1095	3.60%	2.00%
6	1079	-1.46%	-1.46%
7	1045	-3.15%	-3.15%
8	1039	-0.57%	-0.57%
9	1033	-0.58%	-0.58%
10	1048	1.45%	1.45%
11	1065	1.62%	1.62%
12	1085	1.88%	1.88%

Sum of Monthly Index Change 6.02%
Index Credit 6.02%

Performance Triggered Strategy

- If index on last day of contract year is greater than or equal to the index at end of prior contract year, the specified rate will be the index credit percentage. Otherwise index credit percentage will be zero.
- Index credit is equal to index credit percentage multiplied by the accumulation value on last day of contract year

Example*

Specified Rate: 4%

Index Start (end prior Contract Year) - 1000

Index End (end current Contract Year) - 1010

Index change: 1%

Index Credit Percentage: 4%

* This is a hypothetical example used for illustrative purposes only.

Interest Crediting - Index Crediting Strategies

Annual Cap Strategy

- Index change is measured by comparing index value at end of contract year to index value at end of prior contract year (point to point)
- Index credit percentage is lesser of annual cap and index change, never less than zero
- Index credit is index credit percentage multiplied by accumulation value on last day of contract year

Example

Annual Cap: { 5% }

Index Start (end prior Contract Year) -
1000

Index End (end current Contract Year) -
1110

Index change: 11%

Index Credit Percentage: { 5% }

* This is a hypothetical example used for illustrative purposes only.

Access Information

Withdrawals (gross withdrawals)

- Withdrawals are deducted pro-rata from accumulation values from each interest crediting strategy

Free Withdrawal

- Non-Qualified
 - After Contract Year 1, 10% of contract value per contract year which is set on contract anniversary
- Qualified
 - RMD in contract year 1, years 2+ will be greater of RMD or 10% free
- Free withdrawals are not subject to surrender charges or MVA

Amount Payable for Withdrawal (net withdrawal)

- Equals requested withdrawal amount less any applicable surrender charge and premium tax plus MVA (which may increase or decrease amount payable)
- Although the contract value will be reduced by the full amount of the withdrawal, the amount payable to the contract holder may be less

Access Information

Surrender Charges

- Equals amount withdrawn less remaining free withdrawal times the applicable percentage

Contract Year	1 st	2 nd	3 rd	4 th	5 th	6 th	7 ^{th+}	8 th
Surrender Charge	8%	8%	7%	6%	5%	4%	3%	0%

Access Information

Market Value Adjustment (MVA)

- Withdrawals or surrenders which are greater than the free withdrawal amount are subject to MVA
- The MVA is an adjustment that compares the 7 year Treasury Constant Maturity Series Rate (CMT) at the time of withdrawal with the MVA index rate from the day prior to effective date
 - The adjustment is calculated using a percentage determined by multiplying the number of full and partial years remaining in the surrender period by the change in the MVA Index rate since the effective date
- If the MVA index rate has gone up, the adjustment will be negative, reducing the amount received. If the MVA index rate has gone down, the adjustment will be positive, increasing the amount received
- Is in addition to surrender charges
- Will never be greater than the surrender charge
- Will never cause the surrender value to be less than the minimum guaranteed surrender value
- Does not apply to annual reallocations of the contract value among interest crediting strategies or the free withdrawal amount, payment of a death benefit or annuitization

Access Information

MVA Example

This is a hypothetical example used for illustrative purposes only.

Example With Increasing MVA Index Interest Rate

Assume: The contract was issued with a 7 year surrender period, a withdrawal is requested with 2.5 years remaining in the surrender period, and the MVA index rate has increased 1.0%. The surrender charge percentage in the 5th year is 5.0%

Contract Value: \$50,000 at beginning of current Contract Year

Withdrawal Request: \$20,000

Free Withdrawal Amount: \$5000

Amount Subject To Surrender Charge: \$15,000

Of Years Remaining In Term (n): 2.5

Surrender Charge = \$15,000 X 5% = \$750

Initial MVA Index Rate (i) : 3%

Current MVA Index Rate (j): 4%

MVA Factor = (3% - 4%) X 2.5 = **-2.5%**

MVA = \$15,000 X **-2.5%** = **-\$375**

Amount Payable = Withdrawal – Surrender Charge + MVA

Amount Payable = \$20,000 - \$750 + (- **\$375**) = **\$18,875**

Contract value after withdrawal = **\$30,000**

Access Information

Bailout Waiver of Surrender Charge and MVA

- Each contract year, if the annual cap strategy renewal is *lower* than the bailout annual cap, then surrender charges and MVA are waived during the bailout window if owner chooses to take a partial or full withdrawal
 - Waiver applies to entire contract value, even if there is no accumulation value in the annual cap strategy
- If bailout provision is utilized, withdrawals during the bailout window count toward the free withdrawal for that contract year
- Applicable for each year of surrender period, regardless if used in prior years
- Bailout annual cap is declared at contract issue
- See rate flyers for current rates
- Bailout window
- First 45 calendar days of each contract year, beginning in year 2 during the surrender charge period

Access Information

Surrender Charge Waivers:

- Reallocations allowed during 21 calendar day anniversary window

- Death Benefit
 - Owner driven, unless owned by non-natural owner, then annuitant driven
 - Greater of contract value and minimum guaranteed surrender value

- Medical care facility including nursing home (subject to state availability)
 - Included for all contracts, available for use after 1st contract year (confinement can begin in year 1)
 - Owner driven, unless non-natural owner, then annuitant driven
 - Limited waiver of surrender charge and mva for confinement to medical care facility
 - Increases free withdrawal amount to 20% for each contract year
 - Waiver does not increase the withdrawal limit under the optional income rider
 - Conditions:
 - Enter state-licensed facility providing medically necessary care
 - 30 consecutive days in facility
 - Confinement began after the effective date and you provide proof of the confinement
 - Receive request within 90 days of discharge from Facility or 90 days from the benefit eligibility date

Guaranteed Income Information

Annuitization

- **Maturity Date (maximum deferral age) is the later of:**
 - Contract anniversary after younger annuitant's 100th birthday
 - 15 years after contract issue

- **Annuitization Payout Options**
 - Able to annuitize after contract year 1
 - Plan 1 - Life income with period certain of 10, 15 or 20 years
 - Plan 2 - Joint life and survivor income with 10 year period certain

- **Payout will be the greater of:**
 - Contract value at guaranteed payout rates in the contract (optional payment plan 1 or 2)
 - Surrender value at current SPIA (single premium immediate annuity) factors

Optional Income Rider

Provides Guaranteed Minimum Withdrawal Benefit for the Life of the Annuitant(s)

- Available for additional cost
- Annual withdrawal limit is equal to the withdrawal factor multiplied by the benefit base at the time of the first income withdrawal
 - Withdrawal factor is based on the younger annuitant's attained age at the time of first income withdrawal
- Must wait one year before first income withdrawal
- If you do not take the full income withdrawal limit in any year, you may defer up to a maximum of one year's annual income withdrawal limit to be taken later without causing an excess withdrawal

Optional Income Rider (GLWB) Overview

<u>Product Features</u>	Description																					
Issue Age	{ 50 – 80 } (Must be elected at issue)																					
Benefit Base	Initially equals premium. Increased daily by the roll-up credit during the roll-up period. When the contract value is greater than the benefit base, the benefit base will be stepped up to the contract value. If income has not started after roll-up period, the benefit base will continue to increase by the same amount of interest credited to contract. (dollar for dollar)																					
Roll-Up Period	Earlier of: 10 years or first Income Withdrawal																					
Roll-Up Credit	{ – 10% Simple } Annual Interest based on the roll-up base, credited daily																					
Roll-Up Base	Equal to initial contract value. Will never increase however withdrawals will reduce base pro-rata																					
Step-Up	Benefit base step-up if contract value is higher																					
Withdrawal Factors	<p>Based on age of younger annuitant at first income withdrawal under the rider</p> <table border="1"> <thead> <tr> <th>Attained Age</th> <th>For a Single Annuitant</th> <th>For a Joint Annuitant</th> </tr> </thead> <tbody> <tr> <td>50 – 54</td> <td>3.0%</td> <td>2.5%</td> </tr> <tr> <td>55 – 59</td> <td>4.0%</td> <td>3.5%</td> </tr> <tr> <td>60 – 64</td> <td>4.5%</td> <td>4.0%</td> </tr> <tr> <td>65 – 74</td> <td>5.0%</td> <td>4.5%</td> </tr> <tr> <td>75 – 79</td> <td>6.0%</td> <td>5.5%</td> </tr> <tr> <td>80+</td> <td>7.0%</td> <td>6.5%</td> </tr> </tbody> </table> <p>Withdrawal from the contract prior to taking an income withdrawal under the rider, will reduce the benefit base pro-rata but will not set the withdrawal factor</p>	Attained Age	For a Single Annuitant	For a Joint Annuitant	50 – 54	3.0%	2.5%	55 – 59	4.0%	3.5%	60 – 64	4.5%	4.0%	65 – 74	5.0%	4.5%	75 – 79	6.0%	5.5%	80+	7.0%	6.5%
Attained Age	For a Single Annuitant	For a Joint Annuitant																				
50 – 54	3.0%	2.5%																				
55 – 59	4.0%	3.5%																				
60 – 64	4.5%	4.0%																				
65 – 74	5.0%	4.5%																				
75 – 79	6.0%	5.5%																				
80+	7.0%	6.5%																				
Annual Withdrawal Limit	Equal to benefit base times withdrawal factor as of the time you elect to begin income withdrawals Income withdrawals above the annual limit (excess income withdrawal) will reduce the benefit base pro-rata. Will be increased to meet RMD amount attributed to the contract value																					
Deferred Income Withdrawal	If you do not take the full income withdrawal in any year, you may defer up to a maximum of one year's annual withdrawal limit to be taken later without causing an excess income withdrawal																					
Annual Rider Charge	{ 0.70 – 0.80% } Based on Benefit Base, Deducted Annually in arrears																					
Rider Cancellation	Any Contract Anniversary after Surrender Period																					

(Income Rider (GLWB))

Roll-Up Base

- The amount used to calculate the daily roll-up credit
- On effective date, equal to initial contract value (premium)
- Prior to the first income withdrawal under the rider, a withdrawal from the contract will decrease the roll-up base pro rata by same percentage any withdrawals decrease contract value
- Roll-up credit is simple annual interest on the roll up base, credited daily
- Will never increase but will be decreased by any withdrawals

Benefit Base

- Amount used to calculate the withdrawal limit
- Prior to taking the first income withdrawal under the rider,
 - During 10 year roll-up period increased daily, by daily roll-up credit
 - After 10 year roll-up period, increased dollar for dollar by interest credited to contract value
- Daily step-up if contract value is higher
- Prior to taking the first income withdrawal under the rider, decreased pro-rata by same percentage any withdrawal decreases contract value
- After income start, decreased pro-rata by any excess income withdrawal

Withdrawal Limit

- Total amount you may withdraw in a contract year (excluding the deferred income withdrawal)
- Equals benefit base times withdrawal factor as of date you first start income withdrawals
- Withdrawal factor is set on the date you elect to start income withdrawals based on the age of the younger annuitant
- Withdrawal limit calculated on the date of the first income withdrawal and each contract anniversary thereafter

Income Rider (GLWB) continued

Income Withdrawal

- Can start anytime after the first Contract Anniversary
- Once income withdrawals start, all withdrawals from the contract are income withdrawals (unless rider is cancelled)

Deferred Income Withdrawal

- After income withdrawals start, if the full withdrawal limit is not taken in a contract year, you may defer up to one withdrawal limit for future use.
- If income withdrawals exceed the withdrawal limit, the difference will be taken from the deferred income withdrawal before causing an excess income withdrawal

Excess Income Withdrawals

- Income withdrawals in a contract year in excess of the withdrawal limit and any deferred income withdrawal
- Pro-rata reduction to benefit base which will reduce withdrawal limit for subsequent contract year(s)

Rider Charge

- $[0.70 - 0.80\%]$ annual charge based on benefit base, deducted annually in arrears at the end of contract year
- If the contract is surrendered prior to Contract Anniversary a proportional share of the annual charge will be deducted

Contract Values

Contract Value

- The sum of all accumulation values

Guaranteed Minimum Contract Value (GMAB)

- Included on all contracts for no additional charge
- On the guaranteed minimum contract value benefit date (last day of the 7th contract year), the contract value will be the greater of:
 - Contract value normally calculated; and
 - Guaranteed minimum contract value base times the guaranteed minimum contract value factor
(107%)
- If contract value is increased under this provision, the increase will be applied pro-rata to the interest crediting strategy accumulation values

Guaranteed Minimum Contract Value Base

- Equals Single Premium on Effective Date
- Reduced by Rider Charges, if applicable
- Withdrawals reduce Base by same percentage that withdrawal reduces Contract Value

Contract Values

Accumulation Value (each Interest Crediting Strategy)

- The value accumulated for each interest crediting strategy
- On the effective date equals the portion of single premium allocated to the strategy
- Adjusted for interest/index credits, withdrawals, reallocations and any applicable rider charges
- Able to reallocate annually in 21 calendar day period after contract anniversary (effective on contract anniversary)
- Reallocation into the 7 year interest crediting strategy is not permitted

Surrender Value (Amount Payable for Surrender)

- Equals the contract value less surrender charge and any applicable premium taxes, plus mva (which may be increase or decrease the surrender value).

Minimum Guaranteed Surrender Value (MGSV)

- The minimum amount payable upon surrender of the contract
- Equals the sum of the minimum guaranteed values for each interest crediting strategy

Minimum Guaranteed Value

- The portion of the minimum guaranteed surrender value in each interest crediting strategy
- Equals the minimum guaranteed surrender value percentage (87.5%) times the single premium allocated to the strategy, accumulated at the applicable nonforfeiture interest rate.
- Adjusted for withdrawals and reallocations

Product Suitability

- Generally are for people who want:

- Opportunity to earn higher crediting rates and grow principle faster than many fixed annuity alternatives
- Flexibility to Help Meet Needs If Plans or Circumstances Change
- Tax-deferred Growth
- Option to receive predictable income during retirement

- Generally are not for people who:

- Do not intend to remain in the contract through the surrender period or plan to take withdrawals greater than the free withdrawal amount
- Seek market-based growth without limits or caps

Annuity contracts are long-term financial products and are not appropriate for funds necessary to meet short-term obligations

This is a product summary. Please refer to the contract for a complete and detailed explanation of benefits, limitations, and restrictions.

All guarantees are based on the claims-paying ability of the issuing insurance company.

Withdrawals/surrenders have the effect of reducing the contract value and death benefit. Withdrawals/surrenders of taxable amounts are subject to ordinary income tax and if taken prior to age 59 ½ an additional 10% federal penalty tax.

There is no additional tax deferral benefit for annuities purchased in an IRA, or any other tax-qualified plan, since these plans are already afforded tax-deferred status. The other benefits and costs should be carefully considered before purchasing an annuity in a tax-qualified plan.

Issued by:
Genworth Life and Annuity Insurance Company

Insurance and annuity products:

- Are not deposits.
- Are not insured by the FDIC or any other federal government agency.
- Are not guaranteed by any bank or its affiliates.
- May decrease in value.

Although the contract value may be affected by the performance of an index, the contract does not directly or indirectly participate in any stock or equity investment including but not limited to, any dividend payment attributable to any such stock or equity investment.

SecureLiving® (Index Annuity 7) individual single premium fixed deferred annuity with market value adjustment and optional indexed interest crediting is issued by Genworth Life and Annuity Insurance Company, policy form series ICC11GA3001, GA3003 07/11, ICC11GA300R and GA300R-0711 et. al. Products and/or riders may not be available in all states or markets. Features and benefits may also vary by state or market.

The S&P 500® Index is a price index and does not reflect dividends paid on the underlying stocks

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SecureLiving® Fixed Index Annuity Product Training

10 Year Fixed Indexed
Annuity Product



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Course Agenda

What is the Genworth **Fixed Indexed Annuity?**

Product Overview

Interest Crediting Methods

Access Information

Guaranteed Income Information

Optional Income Rider

Contract Values

Suitability

Important Disclosures

What is the Genworth (Fixed Indexed Annuity?)

A type of fixed annuity where interest is credited to the contract based on the crediting strategy or strategies selected

- Indexed Crediting Strategies based on performance of the S&P 500[®] Index subject to a cap or specified rate
- Fixed Rate Crediting Strategies not based on performance of an index

Offers a guaranteed minimum surrender value

- Provides an absolute minimum value that a client will receive regardless of index performance

Provides the potential for higher interest crediting than other fixed annuity products

Optional rider at additional cost which guarantees income for life through withdrawals for the annuitant(s)

Product Overview

Maximum Issue Age

- Age 80 or younger for both owner(s) and annuitant(s)

Joint Owners

- Allowed on non-qualified contracts only
- Must be a spouse if electing the (optional income rider)

Death Benefit

- Death of the owner triggers distribution
- The death benefit is the greater of:
 - Contract value as of the date we receive proof of death except for unvested portion of the premium enhancement in year 1
 - Minimum guaranteed surrender value

Maximum Single Premium Payment

- \$1,000,000
- Pre-approval required for premium payments above the maximum amount

Minimum Single Premium Payment

- Qualified and Non-qualified: \$25,000

Product Overview

Premium Payments

- This is a single premium deferred annuity, additions to the contract are not permitted

5% Premium Enhancement at issue

Crediting Methods

- Allocate to either fixed rate or index crediting strategies each contract year
 - Index crediting strategies (S&P 500 Index) – all interest credited annually on last day of the contract year:
 - Annual cap (Point to Point)
 - Monthly cap
 - Performance triggered
 - Fixed rate crediting strategies
 - 1 Year fixed rate strategy
 - 10 Year fixed rate strategy

Product Overview

Jumbo rates available based on premium

- Bands at (\$100,000 and \$250,000)

Ten Year surrender charge schedule

Other features:

- Bailout feature
- 10% free withdrawal beginning in year 2
- Medical Care Facility / nursing home waiver*
- Systematic withdrawal of annual free amount
- Market value adjustment (MVA) for withdrawals above annual free amount
- Minimum guaranteed surrender value (MGSV)

* Subject to state availability

Interest Crediting

Interest Crediting Strategies

- Allocate single premium among available interest crediting strategies
- Re-allocate contract value annually
- Re-Allocations effective on the contract anniversary, however the election must be made during 21 calendar day period after contract anniversary

Fixed Rate Crediting Strategies

- 10 year fixed rate strategy is available at contract issue only. Can only allocate *out* in later years. Annual renewal after 10 year term.
- 1 Year Fixed Rate Strategy is available for re-allocation after Contract Issue. Rate renews annually.
- Rates are declared as annual effective yields
- Interest is credited to accumulation value daily
- Jumbo Bands at (\$100,000 and \$250,000)

Index Crediting Strategies

- Multiple index strategies available at contract issue
 - Annual cap strategy
 - Monthly cap strategy
 - Performance triggered strategy
- All strategies use the S&P 500 Index
- The interest known as index credit (if any) is credited annually at end of contract year.
- No partial index credit for withdrawals
- Rates and caps renew and declared annually
- Jumbo Bands at \$100,000 and \$250,000)

Interest Crediting

1-Year Fixed Rate Strategy

- Credits interest at an interest rate that is guaranteed for 1 year. We will declare a new rate each subsequent contract year.

10-Year Fixed Rate Strategy

- Credits interest at an interest rate that is guaranteed for 10 years. We will declare a new rate each subsequent contract year after the 10th year.

Annual Cap Strategy

- Credits interest annually based on the index change and the annual cap for the contract year. The index change is measured by comparing the index value on the last day of the prior contract year and the index value on the last day of the current contract year. The index credit for this strategy will never be greater than the annual cap or less than zero. We will declare a new annual cap each contract year.

Monthly Cap Strategy

- Credits interest based on the sum of the 12 monthly index changes for the contract year. Each positive monthly index change is limited to the monthly cap. However, negative monthly index changes are not limited and are fully reflected in the sum of monthly index changes. The index credit for this strategy will never be less than zero. The monthly cap is guaranteed for one contract year. We will declare a new monthly cap each contract year.

Performance Triggered Strategy

- Only credits interest if the index value on the last day of the contract year is greater than or equal to the index value on the last day of the prior contract year. If interest is credited the index credit will be equal to the specified rate, otherwise the index credit will be zero. The specified rate is declared each contract year.

Interest Crediting - Index Crediting Strategies

Monthly Cap Strategy

- Monthly index changes are calculated for each contract month by comparing index value at end of contract month to value at end prior contract month
 - Positive monthly index changes are capped at monthly cap
 - *Negative monthly index changes are not capped*
- Index credit percentage is sum of monthly index changes, never less than zero

Example*

Monthly Cap: 2.0%

Contract Month	Ending Index Value	Percentage Change in Index Value	Index Change (with Monthly Cap)
1	1012	1.20%	1.20%
2	1040	2.77%	2.00%
3	1045	0.48%	0.48%
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7	1045	-3.15%	-3.15%
8	1039	-0.57%	-0.57%
9	1033	-0.58%	-0.58%
10	1048	1.45%	1.45%
11	1065	1.62%	1.62%
12	1085	1.88%	1.88%

Sum of Monthly Index Change **6.02%**
Index Credit **6.02%**

Performance Triggered Strategy

- If index on last day of contract year is greater than or equal to the index at end of prior contract year, the specified rate will be the index credit percentage. Otherwise index credit percentage will be zero.
- Index credit is equal to index credit percentage multiplied by the accumulation value on last day of contract year

Example*

Specified Rate: 4%

Index Start (end prior Contract Year) - 1000

Index End (end current Contract Year) - 1010

Index change: 1%

Index Credit Percentage: 4%

* This is a hypothetical example used for illustrative purposes only.

Interest Crediting - Index Crediting Strategies

Annual Cap Strategy

- Index change is measured by comparing index value at end of contract year to index value at end of prior contract year (point to point)
- Index credit percentage is lesser of annual cap and index change, never less than zero
- Index credit is index credit percentage multiplied by accumulation value on last day of contract year

Example

Annual Cap: { 5% }

Index Start (end prior Contract Year) -
1000

Index End (end current Contract Year) -
1110

Index change: 11%

Index Credit Percentage: { 5% }

* This is a hypothetical example used for illustrative purposes only.

Access Information

Withdrawals (gross withdrawals)

- Withdrawals are deducted pro-rata from accumulation values from each interest crediting strategy

Free Withdrawal

- Non-Qualified
 - After contract year 1, 10% of contract value per contract year which is set on contract anniversary
- Qualified
 - RMD in contract year 1, years 2+ will be greater of RMD or 10% free
- Free withdrawals are not subject to surrender charges or MVA

Amount Payable for Withdrawal (net withdrawal)

- Equals requested withdrawal amount less any applicable surrender charge, any unvested premium enhancement, and premium tax plus mva (which may increase or decrease amount payable)
- Although the contract value will be reduced by the full amount of the withdrawal, the amount payable to the contract holder may be less

Access Information

Surrender Charges

- Equals amount withdrawn less remaining free withdrawal times the applicable percentage

Contract Year	1 st	2 nd	3 rd	4 th	5 th	6 th	7 ^{th+}	8 th	9 th	10 th	11 ^{th+}
Surrender Charge	9%	9%	8%	7%	6%	5%	4%	3%	2%	1%	0%

Access Information

Market Value Adjustment (MVA)

- Withdrawals or surrenders which are greater than the free withdrawal amount are subject to MVA
- The MVA is an adjustment that compares the 10 year Treasury Constant Maturity Series Rate (CMT) at the time of withdrawal with the MVA index rate from the day prior to effective date
 - The adjustment is calculated using a percentage determined by multiplying the number of full and partial years remaining in the surrender period by the change in the MVA index rate since the effective date
- If the MVA index rate has gone up, the adjustment will be negative, reducing the amount received. If the MVA index rate has gone down, the adjustment will be positive, increasing the amount received
- Is in addition to surrender charges
- Will never be greater than the surrender charge
- Will never cause the surrender value to be less than the MGSV
- Does not apply to annual reallocations of the contract value among interest crediting strategies or the free withdrawal amount, payment of a death benefit or annuitization

Access Information

MVA Example

This is a hypothetical example used for illustrative purposes only.

MVA Example With Increasing MVA Index Interest Rate

Assume: The contract was issued with \$100,000 and \$5,000 premium enhancement, A full surrender is requested with 2.5 years remaining in the surrender period, and the MVA index rate has increased 1.0%. The surrender charge percentage in the 8th year is 3.0%. The contract value at beginning of 8th year is \$140,000. There have been no prior withdrawals.

Surrender Request: \$140,000

Free Withdrawal Amount: \$14,000

Unvested Premium Enhancement: $30\% \times \$5,000 = \$1,500$

Amount Subject To Surrender Charge: $\$140,000 - \$14,000 - \$1,500 = \$124,500$

Surrender Charge = $\$124,500 \times 3\% = \3735

Of Years Remaining In Term (n): 2.5

Initial MVA Index Rate (i) : 3%

Current MVA Index Rate (j): 4%

Amount Subject To MVA: $\$140,000 - \$14,000 - \$1,500 = \$124,500$

MVA Factor = $(3\% - 4\%) \times 2.5 = -2.5\%$

MVA = $\$124,500 \times -2.5\% = -\3100

Amount Payable = Withdrawal – Surrender Charge – Unvested Premium Enhancement + MVA

Amount Payable = $\$140,000 - \$3735 - \$1500 + (-\$3100) = \$131,665$

Access Information

Bailout Waiver of Surrender Charge and MVA

- Each contract year, if the annual cap strategy renewal is *lower* than the bailout annual cap, then surrender charges, loss of unvested premium enhancement, and MVA are waived during the bailout window if owner chooses to take a partial or full withdrawal
 - Waiver applies to entire contract value, even if there is no accumulation value in the annual cap strategy
- If Bailout provision is utilized, withdrawals during the bailout window count toward the free withdrawal amount for that contract year
- Applicable for each year of surrender period, regardless if used in prior years.
- Bailout annual cap is declared at contract issue
- See rate flyer for current rates
- Bailout window
- First 45 calendar days of each contract year, beginning in Year 2 during the surrender charge period

Access Information

Surrender Charge Waivers:

- Reallocations allowed during 21 calendar day anniversary window

- Death Benefit
 - Owner driven, unless owned by non-natural owner, then annuitant driven
 - During 1st contract year it is contract value less unvested portion of the premium enhancement
 - After 1st contract year it is greater of contract value and minimum guaranteed surrender value

- Medical care facility including nursing home (subject to state availability)
 - Included for all contracts, available for use after 1st contract year (confinement can begin in year 1)
 - Owner driven, unless non-natural owner, then annuitant driven
 - Limited waiver of surrender charge and mva for confinement to medical care facility
 - Increases free withdrawal amount to 20% for each contract year
 - Waiver does not increase the withdrawal limit under the optional income rider
 - Conditions:
 - Enter state-licensed facility providing medically necessary care
 - 30 consecutive days in facility
 - Confinement began after the effective date and you provide proof of the confinement
 - Receive request within 90 days of discharge from facility or 90 days from the benefit eligibility date

Guaranteed Income Information

Annuitization

- **Maturity date (maximum deferral age) is the later of:**
 - Contract anniversary after younger annuitant's 100th birthday
 - 20 years after contract issue
- **Annuitization payout options**
 - Able to annuitize after contract year 1
 - Plan 1 - Life income with period certain of 10, 15 or 20 years
 - Plan 2 - Joint life and survivor income with 10 year period certain
- **Payout will be the greater of:**
 - Contract value at the guaranteed payout rates in the contract (Optional payment plan 1 or 2)
 - Surrender value at current SPIA (single premium immediate annuity) factors

Optional Income Rider

Provides Guaranteed Minimum Withdrawal Benefit for the Life of the Annuitant(s)

- Available for additional cost
- Annual withdrawal limit is equal to the withdrawal factor multiplied by the benefit base at the time of the first income withdrawal
 - Withdrawal factor is based on the younger annuitant's attained age at the time of first income withdrawal
- Must wait one year before first income withdrawal
- If you do not take the full income withdrawal limit in any year, you may defer up to a maximum of one year's annual income withdrawal limit to be taken later without causing an excess withdrawal

[Optional Income Rider (GLWB) Overview]

<u>Product Features</u>	Description																					
Issue Age	[50 – 80] (Must be elected at issue)																					
Benefit Base	Initially equals premium plus premium enhancement. Increased daily by the roll-up credit during the roll-up period. When the contract value is greater than the benefit base, the benefit base will be stepped up to the contract value If income has not started after roll-up period, the benefit base will continue to increase by the same amount of interest credited to contract. (dollar for dollar)																					
Roll-Up Period	Earlier of: 10 years or first income withdrawal																					
Roll-Up Credit	[8 – 10%] Simple Annual Interest based on the roll-up base, credited daily																					
Roll-Up Base	Equal to initial contract value. Will never increase however withdrawals will reduce base pro-rata																					
Step-Up	Benefit base step-up if contract value is higher																					
Withdrawal Factors	<p>Based on Age of Younger Annuitant at First Income Withdrawal Under the Rider</p> <table border="1"> <thead> <tr> <th><u>Attained Age</u></th> <th><u>For a Single Annuitant</u></th> <th><u>For a Joint Annuitant</u></th> </tr> </thead> <tbody> <tr> <td>50 – 54</td> <td>3.0%</td> <td>2.5%</td> </tr> <tr> <td>55 – 59</td> <td>4.0%</td> <td>3.5%</td> </tr> <tr> <td>60 – 64</td> <td>4.5%</td> <td>4.0%</td> </tr> <tr> <td>65 – 74</td> <td>5.0%</td> <td>4.5%</td> </tr> <tr> <td>75 – 79</td> <td>6.0%</td> <td>5.5%</td> </tr> <tr> <td>80+</td> <td>7.0%</td> <td>6.5%</td> </tr> </tbody> </table> <p>Withdrawal from the contract prior to taking an income withdrawal under the rider, will reduce the benefit base pro-rata but will not set the withdrawal factor</p>	<u>Attained Age</u>	<u>For a Single Annuitant</u>	<u>For a Joint Annuitant</u>	50 – 54	3.0%	2.5%	55 – 59	4.0%	3.5%	60 – 64	4.5%	4.0%	65 – 74	5.0%	4.5%	75 – 79	6.0%	5.5%	80+	7.0%	6.5%
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Annual Withdrawal Limit	Equal to benefit base times withdrawal factor as of the time you elect to begin income withdrawals Income withdrawals above the annual limit (excess income withdrawal) will reduce the benefit base pro-rata. Will be increased to meet RMD amount attributed to the contract value																					
Deferred Income Withdrawal	If you do not take the full income withdrawal limit in any year, you may defer up to a maximum of one year's annual withdrawal limit to be taken later without causing an excess income withdrawal																					
Annual Rider Charge	[0.70 – 0.80%] Based on Benefit Base, Deducted Annually in arrears																					
Rider Cancellation	Any Contract Anniversary after Surrender Period																					

Income Rider (GLWB)

Roll-Up Base

- The amount used to calculate the daily roll-up credit
- On effective date, equal to initial contract value (premium + premium enhancement)
- Prior to the first income withdrawal under the rider, a withdrawal from the contract will decrease the roll-up base pro rata by same percentage any withdrawals decrease contract value
- Roll-up credit is simple annual interest on the roll up base, credited daily
- Will never increase but will be decreased by any withdrawals

Benefit Base

- Amount used to calculate the withdrawal limit
- Prior to taking the first income withdrawal under the rider,
 - During 10 year roll-up period increased daily, by daily roll-up credit
 - After 10 year roll-up period, increased dollar for dollar by interest credited to contract value
- Daily step-up if contract value is higher
- Prior to taking the first income withdrawal under the rider, decreased pro-rata by same percentage any withdrawal decreases contract value
- After income start, decreased pro-rata by any excess income withdrawal

Withdrawal Limit

- Total amount you may withdraw in a contract year (excluding the deferred income withdrawal)
- Equals benefit base times withdrawal factor as of date you first start income withdrawals
- Withdrawal factor is set on the date you elect to start income withdrawals based on the age of the younger annuitant
- Withdrawal limit calculated on the date of the first income withdrawal and each contract anniversary thereafter

Income Rider (GLWB) continued

Income Withdrawal

- Can start anytime after the first contract anniversary
- Once income withdrawals start, all withdrawals from the contract are income withdrawals (unless rider is cancelled)

Deferred Income Withdrawal

- After income withdrawals start, if the full withdrawal limit is not taken in a contract year, you may defer up to one withdrawal limit for future use.
- If income withdrawals exceed the withdrawal limit, the difference will be taken from the deferred income withdrawal before causing an excess income withdrawal

Excess Income Withdrawals

- Income withdrawals in a contract year in excess of the withdrawal limit and any deferred income withdrawal
- Pro rata reduction to benefit base which will reduce withdrawal limit for subsequent contract year(s)

Rider Charge

- (0.70 – 0.80%) Annual charge based on benefit base, deducted annually in arrears at the end of contract year
- If the contract is surrendered prior to contract anniversary a proportional share of the annual charge will be deducted

Contract Values

Premium Enhancement

- (5% at issue) no additional crediting for jumbo amounts
- Added to contract value on effective date, subject to vesting
- Included in roll-up base for the optional income rider
- A portion of premium enhancement is immediately vested, interest earned on entire premium enhancement is always vested.
- The amount payable for a withdrawal and surrender during the vesting period will be reduced by the unvested portion of premium enhancement attributable to the withdrawal
- See vesting schedule below

Premium Enhancement Example

This is a hypothetical example used for illustrative purposes only.

Example	\$	100,000					
Premium Enh. %							
Premium Enh. Amount	\$	5,000					
	Vesting	Assumed Crediting Rate	Begin of Year Contract value	Unvested Prem. Enh	Vested Prem. Enh.		
Vesting	1	5%	3% \$ 105,000	\$ 4,750	\$ 250		
	2	10%	3% \$ 108,150	\$ 4,500	\$ 500		
	3	20%	3% \$ 111,395	\$ 4,000	\$ 1,000		
	4	30%	3% \$ 114,736	\$ 3,500	\$ 1,500		
	5	40%	3% \$ 118,178	\$ 3,000	\$ 2,000		
	6	50%	3% \$ 121,724	\$ 2,500	\$ 2,500		
	7	60%	3% \$ 125,375	\$ 2,000	\$ 3,000		
	8	70%	3% \$ 129,137	\$ 1,500	\$ 3,500		
	9	80%	3% \$ 133,011	\$ 1,000	\$ 4,000		
	10	90%	3% \$ 137,001	\$ 500	\$ 4,500		
	11	100%	3% \$ 141,111	\$ -	\$ 5,000		

Contract Values

Contract Value

- The sum of all accumulation values

Accumulation Value (each Interest Crediting Strategy)

- The value accumulated for each interest crediting strategy
- On the effective date equals the portion of single premium plus premium enhancement allocated to the strategy
- Adjusted for interest/index credits, withdrawals, reallocations and any applicable rider charges
- Able to reallocate annually in 21calendar day period after contract anniversary (effective on contract anniversary)
- Reallocation into the 10 year interest crediting strategy is not permitted

Surrender Value (Amount Payable for Surrender)

- Equals the contract value less surrender charge, loss of any unvested premium enhancement, and any applicable premium taxes, plus MVA (which may be increase or decrease the surrender value).

Minimum Guaranteed Surrender Value (MGSV)

- The minimum amount payable upon surrender of the contract
- Equals the sum of the minimum guaranteed values for each interest crediting strategy

Minimum Guaranteed Value

- The portion of the minimum guaranteed surrender value in each interest crediting strategy
- Equals the minimum guaranteed surrender value percentage (87.5%) times the single premium allocated to the strategy, accumulated at the applicable nonforfeiture interest rate.
- Adjusted for withdrawals and reallocations

Product Suitability

- Generally are for people who want:

- Opportunity to earn higher crediting rates and grow principle faster than many fixed annuity alternatives
- Flexibility to Help Meet Needs If Plans or Circumstances Change
- Tax-deferred Growth
- Option to receive predictable income during retirement

- Generally are not for people who:

- Do not intend to remain in the contract through the surrender period or plan to take withdrawals greater than the free withdrawal amount
- Seek market-based growth without limits or caps

Annuity contracts are long-term financial products and are not appropriate for funds necessary to meet short-term obligations

This is a product summary. Please refer to the contract for a complete and detailed explanation of benefits, limitations, and restrictions.

All guarantees are based on the claims-paying ability of the issuing insurance company.

Withdrawals/surrenders have the effect of reducing the contract value and death benefit. Withdrawals/surrenders of taxable amounts are subject to ordinary income tax and if taken prior to age 59 ½ an additional 10% federal penalty tax.

There is no additional tax deferral benefit for annuities purchased in an IRA, or any other tax-qualified plan, since these plans are already afforded tax-deferred status. The other benefits and costs should be carefully considered before purchasing an annuity in a tax-qualified plan.

Issued by:
Genworth Life and Annuity Insurance Company

Insurance and annuity products:

- Are not deposits. • Are not insured by the FDIC or any other federal government agency.
- Are not guaranteed by any bank or its affiliates. • May decrease in value.

As a result of the Premium Enhancement, Interest Rates and Index Credits may be lower than if this Contract did not have a Premium Enhancement

The S&P 500® Index is a price index and does not reflect dividends paid on the underlying stocks

"S&P 500®" is a trademark of The McGraw-Hill Companies, Inc. and has been licensed for use by the Company. This annuity is not sponsored, endorsed, sold, or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing the product.

Although the contract value may be affected by the performance of an index, the contract does not directly or indirectly participate in any stock or equity investment including but not limited to, any dividend payment attributable to any such stock or equity investment.

SecureLiving® (Index Annuity 10) individual single premium fixed deferred annuity with market value adjustment and optional indexed interest crediting is issued by Genworth Life and Annuity Insurance Company, policy form series ICC11GA3002, GA3000, ICC11GA300R, GA3004-0711, and GA300R-0711 11/09 et. al. Products and/or riders may not be available in all states or markets. Features and benefits may also vary by state or market.

Genworth, Genworth Financial and the Genworth logo are registered service marks of Genworth Financial, Inc.

**Genworth Life and Annuity Insurance Company
External-Indexed Contract Guidelines
State of Arkansas**

Certification

GA3003-0711	Single Premium Deferred Annuity Contract with Market Value Adjustment and Optional Indexed Interest Crediting
GA3004-0711	Single Premium Deferred Annuity Contract with Market Value Adjustment and Optional Indexed Interest Crediting

Pursuant to Arkansas External-Indexed Contract Guidelines
I, Paul Loveland, hereby certify that:

1. this filing (contracts shown above) is in compliance with the External-Indexed Contract Guidelines.
2. the contracts will not be solicited by any person who is not trained and qualified.
3. the company will address external-indexed contracts separately in the annual (Section 8) actuarial opinion and memorandum addressing each year the amount and type of assets held and the level of reserves and how developed.
4. the company will establish and maintain a detailed filed defining the system for hedging.



Company Officer/Designated Compliance Person

Please type or print name of person
whose signature appears above:

Paul Loveland, Vice President, Product Compliance

Date: August 24, 2011

FIA Hedge Investment Strategy

Hedging Instruments

The contract provides the policyholder with participation in the S&P500 Index. The contract provides a floor to guarantee no loss to the policyholder if the index falls in value, and caps the maximum credit if the index rises.

The hedging process will model the caps and floors in the contract, calculate the value of the expected policyholder credit, and then hedge changes in value of this credit that result from market moves. The primary hedging instruments will be index futures and index options.

Hedging Process

The hedging team will receive daily updates of policyholder assets and investment strategy selection. The credit liability and greeks will be calculated in real-time during the day as the market moves, and the hedge asset portfolio will be rebalanced as necessary. Risk tolerances will be established for each greek to ensure assets and liabilities are kept well matched.

Hedging Performance

A budget for hedging is established for each policy-year calculated from the market value of the contracted caps/floors. The actual cost of hedging will be monitored against this budget during, and at the end of, each policy-year to ensure the hedging strategy remains effective.

Hedging Policy

The hedging policy will be approved by Genworth's Investment Committee before implementation. The hedging team is responsible for implementing the policy and initiating hedging actions. Execution of hedging actions is performed by the investments department.

Risks

Market Risk – Hedged as described above.

Liquidity Risk – Primary hedge instruments are exchange-traded index futures which are highly liquid.

Credit Risk – Use of exchange-traded instruments greatly limits counterparty credit risk. Counterparty risk on OTC instruments is monitored and limits are set on exposure to a single counterparty. Collateral is exchanged with counterparty to reduce exposure.

Pricing Risk – Cap rates can be updated every week for new policies, allowing for pricing to reflect market changes.

We have tested the effectiveness of the hedging strategy through stochastically generated economic scenarios and are confident in the effectiveness of the strategy.

SERFF Tracking Number: GEFA-127302807 State: Arkansas
 Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number: 49500
 Company Tracking Number: GA3003-0711
 TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed
 Product Name: GA3003-0711
 Project Name/Number: GA3003-0711/GA3003-0711

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
08/08/2011	Supporting	Reserve Certification Document	08/24/2011	Reserve Certification_GA3003.pdf (Superseded) Reserve Certification_GA3004.pdf (Superseded)

Genworth Life and Annuity Insurance Company

Form GA3003-0711

Individual Single Premium Deferred Annuity Contract with Market Value Adjustment And Optional Indexed Interest Crediting

RESERVE CERTIFICATION

I. Description of the Contract

The benefits and features of this contract have been described in the nonforfeiture demonstration and are not repeated here.

II. Method

Reserves for this policy will be determined in accordance with the provisions of the Commissioners Annuity Reserve Valuation Method (CARVM) as interpreted by Actuarial Guideline 33. The Black-Scholes Projection Method described in Actuarial Guideline 35 will be applied to fund values using index based crediting strategies. Fund values using fixed interest based crediting strategies will be projected through time using guaranteed interest rates.

The reserve will be the greater of reserves resulting from the annuitization test and the cash value test, excluding any impact of market-value adjustments. The annuitization test determines the greatest actuarial present value of all possible guaranteed annuitization elections. The cash value test will determine the greatest actuarial present value of all possible account-based benefits, including full surrender, partial withdrawal, death, medical care facility confinement and other contingencies, where material. The tests will take into account all bonus credits and future interest guarantees. Additionally, if the policy has a guaranteed withdrawal rider, then such benefits will be included. The "benefit stream" valued will be the mix of benefits which results in the greatest actuarial present value. Because the fixed income investments backing the liabilities will be held at book value, projected cash surrender amounts and the cash surrender value floor will be determined without regard to any market-value adjustment. If a bailout rate exists, then the principles in Actuarial Guideline 13 will be followed.

Differences in age and sex are factored into the calculations by determining the death benefit and medical care facility confinement reserves on a seriatim basis, applying the appropriate age/sex factors for each policy being valued.

III. Determination of Reserve Valuation Assumptions

Basis: Issue Year

Cash Settlement Options: Yes

Future interest guarantee: No

Guarantee Duration:

Full surrenders, partial withdrawals:

Based on the number of years the guaranteed cap rate is greater than the statutory valuation interest rates for life insurance policies with a guarantee duration in excess of twenty years.

Deaths & Medical Care Facility Confinement:

Less than five years

Guaranteed Withdrawal benefits, if any:

During the period that account value is not zero, these benefits follow the partial withdrawal approach described above. After this period, these benefits follow the annuitization approach described below, using the date of payment when the account value is first zero as the date of first payment.

Annuitizations: Duration from issue date to first payment

Plan Type:

Full surrenders and partial withdrawals: C, if there is a bailout provision, otherwise B.

Guaranteed Withdrawal benefits, if any:

During the period that account value is not zero: C, if there is a bailout provision, otherwise B.

After this period: A

Annuitizations: A

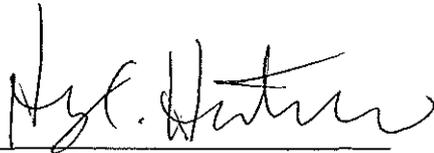
Deaths & Medical Care Facility Confinement: A

Valuation Decrements:

Annuitizations: Annuity 2000 Table

Deaths: Annuity 2000 Table

Medical Care Facility Confinement: 1985 National Nursing Home Survey



Henry C. Hutcherson, FSA, MAAA
Actuary, Genworth Financial

7-11-11

Date

Genworth Life and Annuity Insurance Company

Form GA3004-0711

Individual Single Premium Deferred Annuity Contract with Market Value Adjustment And Optional Indexed Interest Crediting

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After this period: A

Annuitizations: A

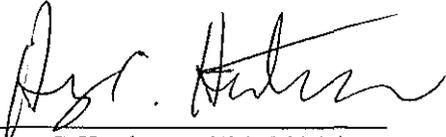
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Valuation Decrements:

Annuitizations: Annuity 2000 Table

Deaths: Annuity 2000 Table

Medical Care Facility Confinement: 1985 National Nursing Home Survey


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