

SERFF Tracking Number: GEFA-127349626 State: Arkansas
Filing Company: Genworth Life Insurance Company State Tracking Number: 49444
Company Tracking Number: GL424E-0711
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: IRA Endorsements - GLIC
Project Name/Number: IRA Endorsements - GLIC/GL424E-0711

Filing at a Glance

Company: Genworth Life Insurance Company

Product Name: IRA Endorsements - GLIC

TOI: A10 Annuities - Other

Sub-TOI: A10.000 Annuities - Other

Filing Type: Form

SERFF Tr Num: GEFA-127349626 State: Arkansas

SERFF Status: Closed-Approved-
Closed State Tr Num: 49444

Co Tr Num: GL424E-0711

State Status: Approved-Closed

Authors: Brenda Bond, Ronald
Jackson

Reviewer(s): Linda Bird

Disposition Date: 08/08/2011

Date Submitted: 08/02/2011

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: IRA Endorsements - GLIC

Project Number: GL424E-0711

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 08/08/2011

State Status Changed: 08/08/2011

Created By: Brenda Bond

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Brenda Bond

Filing Description:

RE: Genworth Life Insurance Company

NAIC Group 350, Company 70025

GL424E-0711, Individual Retirement Annuity Endorsement

GL425E-0711, Roth Individual Retirement Annuity Endorsement

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

SERFF Tracking Number: GEFA-127349626 State: Arkansas
Filing Company: Genworth Life Insurance Company State Tracking Number: 49444
Company Tracking Number: GL424E-0711
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: IRA Endorsements - GLIC
Project Name/Number: IRA Endorsements - GLIC/GL424E-0711

Filing Fees

Fee Required? Yes
Fee Amount: \$100.00
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Genworth Life Insurance Company	\$100.00	08/02/2011	50261428

SERFF Tracking Number: GEFA-127349626 State: Arkansas
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Company Tracking Number: GL424E-0711
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: IRA Endorsements - GLIC
Project Name/Number: IRA Endorsements - GLIC/GL424E-0711

Correspondence Summary

Dispositions

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

SERFF Tracking Number: *GEFA-127349626* *State:* *Arkansas*
Filing Company: *Genworth Life Insurance Company* *State Tracking Number:* *49444*
Company Tracking Number: *GL424E-0711*
TOI: *A10 Annuities - Other* *Sub-TOI:* *A10.000 Annuities - Other*
Product Name: *IRA Endorsements - GLIC*
Project Name/Number: *IRA Endorsements - GLIC/GL424E-0711*

Disposition

Disposition Date: 08/08/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: GEFA-127349626 State: Arkansas
 Filing Company: Genworth Life Insurance Company State Tracking Number: 49444
 Company Tracking Number: GL424E-0711
 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
 Product Name: IRA Endorsements - GLIC
 Project Name/Number: IRA Endorsements - GLIC/GL424E-0711

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Variability		Yes
Supporting Document	Fee		Yes
Form	Individual Retirement Annuity		Yes
	Endorsement		
Form	Roth Individual Retirement Annuity		Yes
	Endorsement		

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 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
 Product Name: IRA Endorsements - GLIC
 Project Name/Number: IRA Endorsements - GLIC/GL424E-0711

Form Schedule

Lead Form Number: GL424E-0711

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	GL424E-0711	Policy/Cont	Individual Retirement Initial ract/Fratern Annuity al Endodrsement Certificate: Amendmen t, Insert Page, Endorseme nt or Rider			0.000	GL424E_071 1.pdf
	GL425E-0711	Policy/Cont	Roth Individual ract/Fratern Retirement Annuity al Endodrsement Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	GL425E_071 1.pdf

**GENWORTH LIFE INSURANCE COMPANY
INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT**

This plan is intended to qualify under the Internal Revenue Code for tax-favored status. The language contained in this endorsement referring to federal tax statutes or rules may not be subject to approval or disapproval by the state in which this contract is delivered. Your qualifying status, together with the insurance contract, control whether your funds will receive tax favored treatment. You should consult your tax advisor if you have any questions as to whether or not you qualify.

The policy or contract ("Contract") to which this Endorsement is attached is issued as an individual retirement annuity ("IRA") described in section 408(b) of the Internal Revenue Code of 1986 (the "Code"), and all provisions of the Contract, as endorsed, shall be interpreted in accordance with the requirements of that Section. Where the provisions of the Endorsement are inconsistent with the provisions of the Contract, or any rider of the Contract, the provisions of the Endorsement will control. Notwithstanding any provision contained in the Contract to the contrary, the Contract to which this Endorsement is attached is amended as follows:

Article 1 – Owner and Annuitant

The Owner must be the sole Owner of the Contract. A Joint Owner cannot be named. Also, except as otherwise permitted under the Code and applicable regulations, the Owner cannot be changed. All distributions made while the Owner is alive must be made to the Owner. While living, the Owner will be the Annuitant.

Article 2 - Nontransferable and Nonforfeitable

The Contract is established for the exclusive benefit of the Owner and his or her beneficiaries. If this is an inherited IRA within the meaning of Code section 408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased individual, references in this document to the "individual" are to the deceased individual. The interest of the Owner in this Contract is nontransferable and, except as provided by law, is nonforfeitable. In particular, the Contract may not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose to any person other than to the Company.

Article 3 – Premium Payments

- (a) Except in the case of a rollover contribution (as permitted by Internal Revenue Code section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)) or a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in section 408(k) of the Code, no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed \$5,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 219(b)(5)(D). Such adjustments will be in multiples of \$500.

- (b) In the case of an individual who is 50 or older, the annual cash contribution limit is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.

- (c) In addition to the amounts described in paragraphs (a) and (b) above, an individual may make additional contributions specifically authorized by statute - such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation.
- (d) No contribution will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code section 408(p). No transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan.
- (e) If this is an inherited IRA within the meaning of section 408 (d)(3)(C), no contributions will be accepted.

The minimum additional premium is \$50.00, if additional premium payments are allowed under the Contract.

Any refund of premiums (other than those attributable to excess contributions) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future premiums or the purchase of additional benefits.

Article 4 - Required Distributions Generally

Notwithstanding any provision of this IRA to the contrary, the distribution of the Owner's interest in the IRA shall be made in accordance with the requirements of Code Section 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA (as determined in the next paragraph) must satisfy the requirements of Code Section 408(a)(6) and the regulations thereunder, rather than Articles 5, 6 and 7 below.

The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.

Article 5 - Required Beginning Date

As used in this Endorsement, the term "required beginning date" means April 1 of the calendar year following the calendar year in which the Owner attains age 70 ½, or such later date provided by law.

For purposes of Articles 6 and 7 below, required distributions are considered to commence on the individual's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (2) of Article 7 below. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401 (a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity start date.

If the sole designated beneficiary is the individual's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a beneficiary.

Article 6 - Distributions During Owner's Life

The Owner's entire interest in the Contract shall be distributed no later than the required beginning date, or commence to be distributed beginning no later than the required beginning date over (a) the life of the Owner, or the lives of the Owner and his or her designated beneficiary (within the meaning of Section 401 (a)(9) of the Code) or (b) a period certain not extending beyond the life expectancy of the Owner, or the joint and last survivor expectancy of the Owner and his or her designated beneficiary. Payments must be made in periodic payments at intervals of no longer than one year and must be either non-increasing or they may increase only as provided in Q&A-1 and -4 of Section 1.401 (a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Section 1.401 (a)(9)-6.

The distribution periods described in the preceding paragraph cannot exceed the periods specified in Section 1.401 (a)(9)-6 of the Income Tax Regulations.

The first required payment can be made as late as April 1 of the year following the year the Owner attains age 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

Article 7 - Distributions After Owner's Death

Death On or After Required Distributions Commence: If the Owner dies on or after required distributions commence, any remaining portion of the Owner's interest will be distributed under the contract option chosen.

Death Before Required Distributions Commence: If the Owner dies before required distributions commence, his or her entire interest will be distributed at least as rapidly as follows:

- (1) If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Owner's death, or, if elected, in accordance with paragraph (3) below.
- (2) If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later), over such spouse's life, or, if elected, in accordance with paragraph (3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (3) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.

- (3) If there is no designated beneficiary, or if applicable by operation of paragraph (1) or (2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (2) above).
- (4) Life expectancy is determined using the Single Life Table in Q&A –1 of Section 1.401 (a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (1) or (2) and reduced by 1 for each subsequent year.
- (5) If the designated beneficiary is someone other than the Owner's spouse, the Owner may choose to make the election of distributions in accordance with Paragraph (3), as provided for in Paragraph (1), unavailable to the designated beneficiary. If the Owner makes this choice, in a manner acceptable to the Company, the designated beneficiary may not elect to receive distributions in accordance with Paragraph (3).

If applicable, the Federal Defense of Marriage Act states that parties to a same-sex relationship afforded the rights of marriage under applicable state law are not considered married under federal law. Therefore, the favorable tax treatment provided by federal tax law to a surviving spouse is not available to a surviving civil union partner, same-sex spouse, or same-sex domestic partner.

For information regarding federal tax laws please consult a tax advisor.

Article 8 - Optional Payment Plans

All optional payment plans under the Contract must meet the requirements of Section 408(b) of the Code and applicable regulations. The provisions of this Endorsement reflecting the requirements of Code Sections 401 (a)(9) and 408(b) override any optional payment plan inconsistent with such requirements.

If a guaranteed period of payments is chosen under an optional payment plan, the length of the period must not exceed the applicable maximum period under Q&As-3 and –10 of Section 1.401 (a)(9)-6 of the Tax Regulations.

Article 9 - Annual Reports

The Company will furnish annual calendar year reports concerning the status of this Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

Article 10 - Code Requirements

The provisions of this Endorsement are intended to comply with requirements of the Code and applicable regulations for IRAs under Section 408(b) of the Code. The Company reserves the right to amend the Contract and this Endorsement from time to time, without the Owner's consent, when such an amendment is necessary to assure continued qualification of this Contract as an IRA under Section 408(b) of the Code (and any successor provision) as in effect from time to time, subject to regulatory approval. The owner has the right to refuse to accept any such amendment; however, we shall not be held liable for any tax consequences incurred by the Owner as a result of such refusal.

For Genworth Life Insurance Company,



Patrick Kelleher
President

**GENWORTH LIFE INSURANCE COMPANY
ROTH INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT**

This plan is intended to qualify under the Internal Revenue Code for tax-favored status. The language contained in this endorsement referring to federal tax statutes or rules may not be subject to approval or disapproval by the state in which this contract is delivered. Your qualifying status, together with the insurance contract, control whether your funds will receive tax favored treatment. You should consult your tax advisor if you have any questions as to whether or not you qualify.

The policy or contract ("Contract") to which this Endorsement is attached is issued as a Roth individual retirement annuity ("Roth IRA") described in Section 408A of the Internal Revenue Code of 1986 and applicable regulations (the "Code"), and all provisions of the Contract, as endorsed, shall be interpreted in accordance with the requirements of the Code applicable to Roth IRAs. Where the provisions of the Endorsement are inconsistent with the provisions of the Contract, or any rider of the Contract, the provisions of the Endorsement will control. Notwithstanding any provision contained therein to the contrary, the Contract to which this Endorsement is attached is amended as follows:

Article 1 - Owner and Annuitant

The Owner must be the sole Owner of the Contract. A Joint Owner cannot be named. Also, except as otherwise permitted under the Code and applicable regulations, the Owner cannot be changed. All distributions made while the Owner is alive must be made to the Owner. While living, the Owner will be the Annuitant.

Article 2 - Nontransferable and Nonforfeitable

The Contract is established for the exclusive benefit of the Owner and his or her beneficiaries. If this is an inherited IRA within the meaning of Code section 408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased individual, references in this document to the "individual" are to the deceased individual. The interest of the Owner in this Contract is nontransferable and, except as provided by law, is nonforfeitable. In particular, the Contract may not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose to any person other than to the Company.

Article 3 – Premium Payments

- (a) Maximum Permissible Amount - Except in the case of a qualified rollover contribution (as defined in (g) below) or a recharacterization (as defined in (f) below), no contribution will be accepted unless it is in cash and the total of such contributions to all the individual's Roth IRAs for a taxable year does not exceed the applicable amount (as defined in (b) below), or the individual's compensation (as defined in (h) below), if less, for that taxable year. The contribution described in the previous sentence that may not exceed the lesser of the applicable amount or the individual's compensation is referred to as a "regular contribution." However, notwithstanding the preceding limits on contributions, an individual may make additional contributions specifically authorized by statute - such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation. Contributions may be limited under (c) through (e) below.

- (b) Applicable Amount - The applicable amount is determined below:
- (i) If the individual is under age 50, the applicable amount is \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the \$5,000 amount will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 219(b) (5) (D). Such adjustments will be in multiples of \$500.
 - (ii) If the individual is 50 or older, the applicable amount under paragraph (i) above is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.
 - (iii) If the individual was a participant in a § 401(k) plan of a certain employer in bankruptcy described in Code section 219(b)(5)(C), then the applicable amount under paragraph (i) above is increased by \$3,000 for taxable years beginning after 2006 and before 2010 only. An individual who makes contributions under this paragraph (iii) may not also make contributions under paragraph (ii).

- (c) Regular Contribution Limit - If (i) and/or (ii) below apply, the maximum regular contribution that can be made to all the Owner's Roth IRAs for a taxable year is the smaller amount determined under (i) or (ii).
- (i) The maximum regular contribution is phased out ratably between certain levels of modified adjusted gross income ("modified AGI," defined in (g) below) in accordance with the following table:

Filing Status	Full contribution	Phase-out Range	No Contribution
Single or Head of Household	\$95,000 or less	Between \$95,000 and \$110,000	\$110,00 or more
Joint Return or Qualifying Widow(er)	\$150,000 or less	Between \$150,000 and \$160,000	\$160,000 or more
Married - Separate Return	\$0	Between \$0 and \$10,000	\$10,000 or more

An individual's modified adjusted gross income ("modified AGI") for a taxable year is defined in Code § 408A (c) (3) and does not include any amount included in adjusted gross income as a result of a qualified rollover contribution. If the individual's modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. After 2006, the dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 408A(c)(3). Such adjustments will be in multiples of \$1,000.

- (ii) If the individual makes regular contributions to both Roth and non-Roth IRAs for a taxable year, the maximum regular contribution that can be made to the individual's Roth IRAs for that taxable year is reduced by the regular contributions made to the individual's non-Roth IRAs for the taxable year.
- (d) SIMPLE IRA Limit - No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan.

- (e) Inherited IRA - If this is an inherited IRA within the meaning of § 408(d)(3)(C), no contributions will be accepted.
- (f) Recharacterization - A regular contribution to a non-Roth IRA may be recharacterized pursuant to the rules in Section 1.408A-5 of the regulations as a regular contribution to this IRA, subject to the limits in (c) above.
- (g) Qualified Rollover Contribution - A "qualified rollover contribution" is a rollover contribution of a distribution from an eligible retirement plan described in § 402(c)(8)(B). If the distribution is from an IRA, the rollover must meet the requirements of Code § 408(d)(3), except the one-rollover-per-year rule of § 408(d)(3)(B) does not apply if the distribution is from a non-Roth IRA. If the distribution is from an eligible retirement plan other than an IRA, the rollover must meet the requirements of Code § 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16), as applicable. A qualified rollover contribution also includes (i) and (ii) below.
- (i) All or part of a military death gratuity or service members' group life insurance ("SGLI") payment may be contributed if the contribution is made within 1 year of receiving the gratuity or payment. Such contributions are disregarded for purposes of the one-rollover-per-year rule under § 408(d)(3)(B).
 - (ii) All or part of an airline payment (as defined in § 125 of the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), Pub. L. 110-458) received by certain airline employees may be contributed if the contribution is made within 180 days of receiving the payment.
- (h) Compensation - For purposes of (a) above, compensation is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of percentage of profits, commissions on insurance premiums, tips and bonuses) and includes earned income, as defined in Section 401(c)(2) (reduced by the deduction the self-employed Owner takes for contributions made to a self-employed retirement plan). For purposes of this definition, section 401(c)(2) shall be applied as if the term trade or business for purposes of Section 1402 included service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the Owner's gross income under Section 71 with respect to a divorce or separation instrument described in subparagraph (A) of Section 71(b)(2). In the case of a married Owner filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making an IRA contribution. The term "compensation" also includes any differential wage payments as defined in §3401(h) (2).
- (i) Any refund of premiums (other than those attributable to excess contributions) will be applied, before the close of the calendar year of the refund, toward the payment of future premiums or the purchase of additional benefits.
 - (ii) Except in the case of a single premium Contract, no premium payment subsequent to the initial premium payment will be accepted unless it is equal to or at least \$50.00. In the case of a single premium Contract, no premiums or contributions will be accepted after the Policy Date specified in the Contract.

Article 4 - Required Distributions Generally

- (a) Notwithstanding any provision of this IRA to the contrary, the distribution of the Owner's interest in the IRA shall be made in accordance with the requirements of Code Section 408 (b)(3), as modified by Section 408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA (as determined under paragraph (b) below) must satisfy the requirements of Code Section 408(a)(6), as modified by Section 408A(c)(5), and the regulations thereunder, rather than the distribution rules in Article 6 below.
- (b) The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As -7 and -8 of Section 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.

Article 5 - Distributions During Owner's Life

No amount is required to be distributed prior to the death of the Owner for whose benefit the Contract was originally established.

Article 6 - Distributions After Owner's Death

- (a) Upon the death of the Owner, his or her entire interest will be distributed at least as rapidly as follows:
 - (i) If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Owner's death, or, if elected, in accordance with paragraph (a)(iii) below. If this an inherited IRA within the meaning of §408(d)(3)(C) established for the benefit of a non-spouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under §402(c) (11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the non-spouse designated beneficiary may elect to have distributions made under this paragraph (a)(i) if the transfer is made no later than the end of the year following the year of death.
 - (ii) If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70 ½ if later in accordance with paragraph (a)(iii) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (a)(iii) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.

- (iii) If there is no designated beneficiary, or if applicable by operation of paragraph (a)(i) or (a)(ii) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (a)(ii) above).
 - (iv) Life expectancy is determined using the Single Life Table in Q & A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (a)(i) or (ii) and reduced by 1 for each subsequent year.
 - (v) The required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A9 of § 1.408-8 of the Income Tax Regulations.
- (b) For purposes of the paragraph (a)(ii) above, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such paragraph. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, the required distributions are considered to commence on the annuity starting date.
- (c) If the sole designated beneficiary is the individual's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a beneficiary.

If applicable, the Federal Defense of Marriage Act states that parties to a same-sex relationship afforded the rights of marriage under applicable state law are not considered married under federal law. Therefore, the favorable tax treatment provided by federal tax law to a surviving spouse is not available to a surviving civil union partner, same-sex spouse, or same-sex domestic partner.

For information regarding federal tax laws please consult a tax advisor.

Article 7 - Optional Payment Plans

All optional payment plans under the contract must meet the requirements applicable to Roth IRAs under the Code. The provisions of this Endorsement reflecting the requirements applicable to Roth IRAs override any optional payment plan inconsistent with such requirements.

If a guaranteed period of payments is chosen under an optional payment plan, the length of the period must not exceed the applicable maximum period under Q&As-3 and -10 of Section 1.401(a)(9)-6 of the Income Tax Regulations.

Article 8 - Annual Reports

The Company will furnish annual calendar year reports concerning the status of this Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

Article 9 - Code Requirements

The provisions of this Endorsement are intended to comply with the requirements applicable to Roth IRAs. The Company reserves the right to amend the Contract and this Endorsement from time to time, without the Owner's consent, when such amendment is necessary to assure continued compliance with the requirements of Section 408A of the Code (and any successor provision) as in effect from time to time, subject to regulatory approval. The Owner has the right to refuse to accept any such amendment; however, we shall not be held liable for any tax consequences incurred by the Owner as a result of such refusal.

For Genworth Life Insurance Company,



Patrick Kelleher
President

SERFF Tracking Number: GEFA-127349626 State: Arkansas
 Filing Company: Genworth Life Insurance Company State Tracking Number: 49444
 Company Tracking Number: GL424E-0711
 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
 Product Name: IRA Endorsements - GLIC
 Project Name/Number: IRA Endorsements - GLIC/GL424E-0711

Supporting Document Schedules

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

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: Not required with this endorsement filing.		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Life & Annuity - Acturial Memo		
Bypass Reason: Not required with this endorsement filing.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Variability		
Comments:		
Attachment: COV_glic.pdf		

	Item Status:	Status Date:
Satisfied - Item: Fee		
Comments:		
Attachment: ARfee.pdf		

ARKANSAS CERTIFICATION

GL424E-0711, Individual Retirement Annuity Endorsement
GL425E-0711, Roth Individual Retirement Annuity Endorsement

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.

As the language in these forms has been drafted to conform to IRS requirements, they are not subject to readability requirements.

For Genworth Life Insurance Company



Paul Loveland
Vice President Product Compliance

CERTIFICATION OF VARIABILITY
Genworth Life Insurance Company
August 1, 2011

GL424E-0711, Individual Retirement Annuity Endorsement
GL425E-0711, Roth Individual Retirement Annuity Endorsement

We have bracketed certain information within the above-mentioned forms to indicate variability. We certify that any change shall be limited to only new issue and shall not apply to in force contracts.

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

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

A handwritten signature in cursive script that reads "Paul Loveland".

Paul Loveland, Vice President Product Compliance

ATTN: LIFE & HEALTH DIVISION, ARKANSAS INSURANCE DEPARTMENT

Company Name: Genworth Life Insurance Company

Company NAIC Code: Group 350, Company 70025

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

* INSURANCE DEPARTMENT USE ONLY *

* *

* ANALYST: _____ AMOUNT: _____ ROUTE SLIP: _____ *

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

FEE SCHEDULE FOR ADMITTED INSURERS

RATE/FORM FILINGS

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

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

Life and/or Disability Policy, Contract or Annuity Forms: Filing and review of each certificate, rider, endorsement or application if each is filed separately from the basic form. 2 X \$50= \$100 **Retaliatory

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

AMEND CERTIFICATE OF AUTHORITY

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

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