



Mail form to designated product service center:

Annuity New Business, 6610 West Broad Street, Richmond, VA 23230. Fax: 804 281.3022

Fixed Life New Business, P.O. Box 10717, Lynchburg, VA 24506-0717

Variable Life New Business, 3100 Albert Lankford Drive, Lynchburg, VA 24501

DEFINITION OF REPLACEMENT

In order to determine whether you are replacing or otherwise changing the status of existing life insurance policies or annuity contracts, and in order to receive the valuable information necessary to make a careful comparison if you are contemplating replacement, the agent is required to ask you the following questions and explain any items that you do not understand.

As part of your purchase of a new life insurance policy or a new annuity contract, has existing coverage been, or is it likely to be:

- (1) Lapsed, surrendered, partially surrendered, forfeited, assigned to the insurer replacing the life insurance policy or annuity contract, or otherwise terminated?
YES _____ NO _____
- (2) Changed or modified into paid-up insurance; continued as extended term insurance or under another form of nonforfeiture benefit; or otherwise reduced in value by the use of nonforfeiture benefits, dividend accumulations, dividend cash values or other cash values?
YES _____ NO _____
- (3) Changed or modified so as to effect a reduction either in the amount of the existing life insurance or annuity benefit or in the period of time the existing life insurance or annuity benefit will continue in force?
YES _____ NO _____
- (4) Reissued with a reduction in amount such that any cash values are released, including all transactions wherein an amount of dividend accumulations or paid-up additions is to be released on one or more of the existing policies?
YES _____ NO _____
- (5) Assigned as collateral for a loan or made subject to borrowing or withdrawal of any portion of the loan value, including all transactions wherein any amount of dividend accumulations or paid-up additions is to be borrowed or withdrawn on one or more existing policies?
YES _____ NO _____
- (6) Continued with a stoppage of premium payments or reduction in the amount of premium paid?
YES _____ NO _____

If you have answered YES to any of the above questions, a replacement as defined by New York Insurance Department Regulation No. 60 has occurred or is likely to occur and your agent is required to provide you with a completed Disclosure Statement and the **Important** Notice Regarding Replacement or Change of Life Insurance Policies or Annuity Contracts.

Date: _____ **Signature of Applicant:** _____

Date: _____ **Signature of Applicant:** _____

To the best of my knowledge, a replacement is involved in this transaction: YES _____ NO _____

Date: _____ **Signature of Agent or Broker:** _____

**INSURANCE DEPARTMENT OF THE STATE OF NEW YORK
DISCLOSURE STATEMENT (Not for use with Annuity to Annuity Replacements)**

IMPORTANT – IT MAY NOT BE IN YOUR BEST INTEREST TO SURRENDER, LAPSE, CHANGE OR BORROW FROM EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS IN CONNECTION WITH THE PURCHASE OF A NEW LIFE INSURANCE POLICY OR ANNUITY CONTRACT WHETHER ISSUED BY THE SAME OR A DIFFERENT INSURANCE COMPANY. YOU ARE URGED TO CONTACT YOUR EXISTING AGENT OR INSURANCE COMPANY PRIOR TO COMPLETING THE TRANSACTION. THEY CAN HELP YOU DECIDE WHETHER THE REPLACEMENT IS IN YOUR BEST INTEREST.

FOR YOUR PROTECTION, the Insurance Department of the State of New York requires that you be given this Disclosure Statement, the IMPORTANT Notice Regarding Replacement or Change of Life Insurance Policies or Annuity Contracts and the Definition Of Replacement, together with policy information on all proposed and existing coverage affected.

Name of Applicant(s) _____ Telephone Number _____

Address _____

Name of Agent or Broker _____ Telephone Number _____

Agent or Broker's Address _____

The information On Existing Coverage On This Form Was Obtained From:

- The following replaced company(ies): _____
- Approximations if the following replaced company(ies) failed to provide information in the prescribed time:

Genworth Life Insurance Company of New York

Mail form to designated product service center:

Annuity New Business, 6610 West Broad Street, Richmond, VA 23230. Fax: 804 281.3022

Fixed Life New Business, P.O. Box 10717, Lynchburg, VA 24506-0717

Variable Life New Business, 3100 Albert Lankford Drive, Lynchburg, VA 24501



DISCLOSURE STATEMENT CONTINUED (Not for use with Annuity to Annuity Replacements)

A. DESCRIPTION OF TRANSACTION:

Proposed Policy/Contract	Existing Policies/Contracts Affected		
	(1)	(2)	(3)
	As of _____	As of _____	As of _____
_____ Company Name	_____	_____	_____
_____ Customer Service Phone #	_____	_____	_____
_____ Contract Number	# _____	# _____	# _____
_____ Issue Date	_____	_____	_____
_____ Type of Insurance	_____	_____	_____
_____ Base Policy	_____	_____	_____
\$ _____ Face Amount	\$ _____	\$ _____	\$ _____
_____ Rider	_____	_____	_____
_____ Rider	_____	_____	_____
_____ Rider	_____	_____	_____
_____ Rider	_____	_____	_____
\$ _____ Total Annualized Premium	\$ _____	\$ _____	\$ _____
_____ Current Surrender Charge	\$ _____	\$ _____	\$ _____
_____ % Guaranteed Interest Rate	_____ %	_____ %	_____ %
_____ % Current Loan Interest Rate	_____ %	_____ %	_____ %
_____ Current Loan Balance	_____	_____	_____
_____ Contestable Expiry Date	_____	_____	_____
_____ Suicide Expiry Date	_____	_____	_____
Existing coverage to be changed by:			
Lapse or Surrender	XXXXXX	XXXXXX	XXXXXX
Amendment or Reissue	XXXXXX	XXXXXX	XXXXXX
Loan or Withdrawal	XXXXXX	XXXXXX	XXXXXX
Death Benefit Reduction To	\$ _____	\$ _____	\$ _____
Reduced Paid-Up For Extended Term to	\$ _____	\$ _____	\$ _____
Other	_____	_____	_____
Cash release by change	\$ _____	\$ _____	\$ _____

Use of cash released: _____

DISCLOSURE STATEMENT CONTINUED (Not for use with Annuity to Annuity Replacements)

B. SUMMARY RESULT COMPARISON:

Proposed With Existing Coverage Changed		Annualized Premium	Existing Coverage Unchanged	
Guaranteed	Non-Guaranteed		Guaranteed	Non-Guaranteed
\$ _____	\$ _____	Current Year	\$ _____	\$ _____
\$ _____	\$ _____	5 Years Hence	\$ _____	\$ _____
\$ _____	\$ _____	10 Years Hence	\$ _____	\$ _____
		Surrender Value		
\$ _____	\$ _____	End of 1 st Year	\$ _____	\$ _____
\$ _____	\$ _____	5 Years Hence	\$ _____	\$ _____
\$ _____	\$ _____	10 Years Hence	\$ _____	\$ _____

Proposed With Existing Coverage Changed		Death Benefit	Existing Coverage Unchanged	
Guaranteed	NonGuaranteed		Guaranteed	Non-Guaranteed
\$ _____	\$ _____	End of 1 st Year	\$ _____	\$ _____
\$ _____	\$ _____	5 Years Hence	\$ _____	\$ _____
\$ _____	\$ _____	10 Years Hence	\$ _____	\$ _____
		Dividends		
	\$ _____	End of 1 st Year		\$ _____
	\$ _____	5 Years Hence		\$ _____
	\$ _____	10 Years Hence		\$ _____

DISCLOSURE STATEMENT CONTINUED (Not for use with Annuity to Annuity Replacements)

C. AGENT OR BROKER'S STATEMENT:

1. The primary reason(s) for recommending the new life insurance policy or annuity contract is (are):

2. The Existing life insurance policy or annuity contract cannot meet the applicant's objectives because:

3. The advantages of continuing the existing life insurance policy or annuity contract without changes are:

REMARKS

- The attached proposal, including sales material, was used in this sale.
- No proposal or sales material was used in this sale.

If more than three existing life insurance policies or annuity contracts are to be affected by this transaction or if more than one new life or annuity contract is proposed, Section 1 of this Disclosure Statement must be completed for such additional life insurance policies and annuity contracts. In addition, a composite comparison shall be completed of all existing life insurance policies or annuity contracts to all proposed life insurance policies or annuity contracts. The proposal, including sales material used in the sale of the proposed life insurance policy or annuity contract, must accompany the submission of this form to the insurer. Copies must be given to the applicant.

I have personally completed this form and certify that it is correct to the best of my knowledge and ability.

Date: _____ Signature of Agent or Broker: _____

I hereby acknowledge that I received and read the above Disclosure Statement before I signed the application for the new coverage.

Date: _____ Signature of Applicant: _____

Date: _____ Signature of Applicant: _____



IMPORTANT NOTICE REGARDING REPLACEMENT OR CHANGE OF LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS

THIS NOTICE IS FOR YOUR BENEFIT AND REQUIRED BY NEW YORK REGULATION NO. 60

You are contemplating the purchase of a life insurance policy or annuity contract in connection with the surrender, lapse or change of existing life insurance policies or annuity contracts. The agent or broker is required to give you this notice together with a signed disclosure statement containing the summary result comparison for the new life insurance policy or annuity contract and any life insurance policies or annuity contracts to be changed that sets forth the facts of the transaction and its advantages and disadvantages to you. Your decision could be a good one – or a mistake – so make sure you understand the facts. You should:

1. Carefully study the Disclosure Statement, which includes a Summary Result Comparison, until you are sure you understand fully the effect of the transaction.
2. Ask the company or agent or broker from whom you bought your existing life insurance policies or annuity contracts to review with you the transaction and the Disclosure Statement. You may be able to effect the changes you desire more advantageously with them. Their customer service telephone number is contained in the Disclosure Statement.
3. Consult your tax advisor. There may be unfavorable tax implications associated with the contemplated changes to your existing life insurance policies or annuity contracts.

As a general rule, it is often not advantageous to drop or change existing coverage in favor of new coverage, whether issued by the same or a different insurance company. Some of the reasons it may be disadvantageous are:

1. The amount of the annual premium under an existing life insurance policy may be lower than that called for by a new life insurance policy having the same or similar benefits. Any replacement of the same type of policy will normally be at a higher premium rate based upon the insured's then attained age.
2. Since the initial costs of a life insurance policy are charged against the cash value increases in their life insurance policy years, the replacement of an old life insurance policy by a new one results in the policy sustaining the burden of these costs twice. Annuity contracts usually contain provision for surrender charges, therefore a replacement involving annuity contracts may result in the imposition of surrender charges.
3. The incontestable and suicide clauses begin anew in a new life insurance policy. This could result in a claim being denied under the new life insurance policy that would have been paid under the life insurance policy that was replaced.
4. An existing life insurance policy or annuity contract often has more favorable provisions than a new life insurance policy or annuity contract in areas such as loan interest rate, settlement options, disability benefits and tax treatment.
5. There may have been changes in your health since the purchase of the existing coverage.
6. The insurance company with which you have existing coverage can often make a desired change on terms that would be more favorable than if you replaced existing coverage with new coverage.



You have the right, within 60 days from the date of delivery of a new life insurance policy or annuity contract, to return it to the insurer and receive an unconditional full refund of all premiums or considerations paid on it, or in the case of a variable or market value adjustment policy or contract, a payment of the cash surrender benefits provided under the policy or contract, plus the amount of all fees and other charges deducted from gross considerations or imposed under the life insurance policy or annuity contract, and may have the right to reinstate or restore any life insurance policies and annuity contracts that were surrendered, lapsed or changed in the transaction to their former status to the extent possible and in accordance with the insurer's published reinstatement rules to the extent such rules are not inconsistent with the provisions of this part.

IMPORTANT: THIS RIGHT SHOULD NOT BE VIEWED AS REINSTATING OR RESTORING YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT TO THE SAME CONDITION AS IF IT HAD NEVER BEEN REPLACED. THERE MAY BE CONSEQUENCES IN REINSTATING OR RESTORING YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT, INCLUDING BUT NOT LIMITED TO:

- The right to reinstate or restore your life insurance policy or annuity contract applies only to companies subject to New York insurance laws;
- Your life insurance policy or annuity contract is subject to your specific company's reinstatement rules, which may vary from company to company. These rules may require payment of both premium and interest; however, you will not be subject to evidence of insurability, or a new contestable or suicide period;
- You may not receive the interest or investment performance during the period the life insurance policy or annuity contract was replaced; and
- There may be unfavorable Federal Income Tax consequences as a result of the reinstatement of your life insurance policy or annuity contract.

IMPORTANT: IN THE CASE OF A VARIABLE OR MARKET VALUE ADJUSTMENT POLICY OR CONTRACT, THE VALUE OF OR CONTRACT MAY INCREASE OR DECREASE DURING THE 60 DAY PERIOD DEPENDING ON THE PERFORMANCE OF THE UNDERLYING INVESTMENTS, WHICH MAY EFFECT THE VALUE OF THE REFUND YOU RECEIVE.

I hereby acknowledge that I read the above "IMPORTANT NOTICE" and have received a copy of same.

Date: _____ **Signature of Applicant:** _____

Date: _____ **Signature of Applicant:** _____

Genworth Life Insurance Company of New York

Mail form to designated product service center:

Annuity New Business, 6610 West Broad Street, Richmond, VA 23230. Fax: 804 281.3022

Fixed Life New Business, P.O. Box 10717, Lynchburg, VA 24506-0717

Variable Life New Business, 3100 Albert Lankford Drive, Lynchburg, VA 24501

NOTICE OF REPLACEMENT



To: _____
Replaced Carrier
Attention: Replacement Department

Address: _____

City _____ State _____ Zip _____

Fax Number: _____ (Reg. 60 company contacts available from LICONY website)¹

NOTICE TO INSURER: In accordance with New York State Insurance Department Regulation No. 60, you are hereby notified of the proposed replacement of your life insurance policy(ies) or annuity contract(s) listed below:

Type (Life or Annuity)	Name of Insured/Annuitant	SSN	Date of Birth	Contract/Policy Number ²

¹http://www.licony.org

²If the applicant does not recall the existing policy or contract number(s), list alternative identification such as social security number and date of birth.

Proposed Replacement Product _____

AUTHORIZATION AND REQUEST TO PROVIDE POLICY INFORMATION

You are hereby requested and authorized to furnish the information needed to complete the alternate LICONY New York State Disclosure Statement relating to the above Contract(s) or Policy(ies) directly to the following persons or organizations:

Agent/Broker _____ Firm _____

Address _____ Phone # _____

City _____ State _____ Zip _____ Fax # _____

Agent/Broker _____ Firm _____

Address _____ Phone # _____

City _____ State _____ Zip _____ Fax # _____

Genworth Life Insurance Company of New York

Mail form to designated product service center:

Annuity New Business, 6610 West Broad Street, Richmond, VA 23230. Fax: 804 281.3022

Fixed Life New Business, P.O. Box 10717, Lynchburg, VA 24506-0717

Variable Life New Business, 3100 Albert Lankford Drive, Lynchburg, VA 24501

This authorization is valid until revoked by the undersigned in writing.

Signature of Owner

Date



1035 Exchange Agreement

Genworth Life Insurance Company

Genworth Life and Annuity Insurance Company

Genworth Life Insurance Company of New York

Only Genworth Life Insurance Company of New York is licensed in New York.

Page 1 of 5

All 5 pages must be returned.

This Agreement is between the Company selected below and the Owner. The laws of the state in which the new policy is delivered govern this Agreement.

Policy information

The selected Genworth Financial company is referred to as "The Company," "us," and "we" in this Agreement.

Please select the appropriate Genworth Financial Company.

- Genworth Life and Annuity Insurance Company
- Genworth Life Insurance Company
- Genworth Life Insurance Company of New York

Please provide the full name of the Insured and prospective Owner. Insured and/or Owner's names must be the same for all Original Contracts and for the new policy. If the Insured or Owner's name has changed since the Original Contract was issued, please attach an additional page with an explanation.

Insured's full name

.....

Insured's Social Security Number Date of birth

.....

Owner's name if different from the Insured

.....

Owner's Social Security Number/Tax ID Number

.....

Original Contracts and Insurers *list each contract the Owner wishes to exchange*

Estimated surrender value is the value net of loans.

Contract number	Original insurer <i>Exchanged carrier</i>	Lost contract?
.....	<input type="radio"/> Yes <input type="radio"/> No

Estimated surrender value	Estimated loan amount	Transfer loan?
.....	<input type="radio"/> Yes <input type="radio"/> No

Service location refers to the city and state to which you send your premium payments

Service location

.....

Contract number	Original insurer <i>Exchanged carrier</i>	Lost contract?
.....	<input type="radio"/> Yes <input type="radio"/> No

Estimated surrender value	Estimated loan amount	Transfer loan?
.....	<input type="radio"/> Yes <input type="radio"/> No

Service location

.....

Contract number	Original insurer <i>Exchanged carrier</i>	Lost contract?
.....	<input type="radio"/> Yes <input type="radio"/> No

Estimated surrender value	Estimated loan amount	Transfer loan?
.....	<input type="radio"/> Yes <input type="radio"/> No

Service location

.....

The Owner wishes to secure reporting of the exchange of each Original Contract as a tax-free exchange described in Section 1035 of the Internal Revenue Code (IRC Section 1035).

Conserve refers to when the Original Insurer tries to convince you to keep your Original Contract.

Statement by Owner – Do not conserve Original Contracts

Do not attempt to conserve any Original Contract.
By selecting this option and signing this Agreement, the Owner specifically directs each Original Insurance Company not to attempt to conserve any Original Contract.



1035 Exchange Agreement

Page 2 of 5

Terms and conditions of all exchanges *Please review this document and sign on page 5*

By executing this Agreement, you:

The Owner is referred to as “you” in this Agreement.

- Represent that no Original Contract is subject to a prior assignment, bankruptcy proceedings, federal or state tax levy or other legal action;
- Specifically request that we participate in this Agreement and related transactions, and agree and understand that we have made no representations and have no responsibility or liability concerning the tax treatment of any Original Contract under IRC Section 1035, the tax reporting of the exchange transaction by any Original Insurer or any other tax matter related to this Agreement and related transactions.
- Assign and transfer, without limitation, all right, title, and interest in each Original Contract to us in exchange for a new policy. This assignment specifically includes and does not limit, the right to surrender and receive the surrender value for each Original Contract.

At the same time this Agreement is executed, you:

- Apply to us for a new life insurance policy with the same Insured as the Insured on each Original Contract;
- Designate us as the beneficiary of each Original Contract; and
- Agree to deliver to us each Original Contract not designated “Lost” in the Original Contracts and insurers section on page 1.
 - If an Original Contract is designated “Lost” in the Original Contracts and insurers section above, you certify that you are the sole Owner of the contract, have searched diligently for it, believe that it is lost beyond recovery, and agree to protect us from any claims that may arise from the contract and to forward it to us for cancellation if it is found.
- Agree to remain responsible for any premiums due under each Original Contract from the date of this Agreement until the date each Original Contract is surrendered.

We will not surrender any Original Contract and no insurance will be in effect with us if:

- We decline to issue a new policy (we will assign each Original Contract back to you).
- We are notified that the Insured has died.
- We do not receive the Surrender Requirements defined in this Agreement.

You understand and agree that:

Please refer to the **Coverage Start Date** section on page 3 for non-linked benefit products, and the **Start date of new policy** section on page 4 for linked benefit products.

- Once we mail or fax a surrender request to each Original Insurer, each Original Contract will no longer provide life insurance in the event of the Insured’s death and that if you return the new policy to us under the “free look” provision, we will pay you only the surrender value received from each Original Contract and that such return may have income-tax consequences for you.
- Interest does not accrue on surrender values from the date the Original Contract is surrendered to the date we credit the values to the new policy.
- When we return any surrender values to you or pay them to a beneficiary, we will report the return or payment to the Internal Revenue Service on Form 1099-R, as required by law. We will only return surrender values as stated in this Agreement.
- If after mailing or faxing a surrender request to the Original Insurer, we are notified that the surrender is ineffective because the death benefit of the Original Contract is payable or has been paid, no insurance will be in effect with us, except:
 - as may become effective because of surrender values received from other Original Contracts;
 - as stated in any Temporary Insurance Application and Agreement (TIAA) issued in connection with the application for the new policy.
- We have made no representations and have no responsibility or liability concerning:
 - tax treatment of any Original Contract under IRC Section 1035;
 - tax reporting of the exchange by any Original Insurer;
 - any other tax matter associated with this Agreement and related transactions.
- We are not responsible for the accuracy of the Original Contract’s cost basis provided to us by the Original Insurer or for any inaccurate tax reporting caused by receipt of incorrect cost basis.

Terms and conditions for exchange to a policy without linked-benefits

Except as stated in a TIAA issued in connection with the application for the new policy, if the total amount of the surrender value of all Original Contracts, reduced by the amount of any loans transferred, is not enough to keep the amount of insurance applied for in effect for the first policy month, coverage will not begin even if we have already mailed or faxed the surrender request to each Original Insurer.

In this situation, we will immediately mail notice to you. You will have 30 days from the date the notice was mailed to pay premium or make a loan repayment to us to make up the insufficiency. If we do not receive the additional funds by the end of the 30-day period, we will return any surrender value received to you, and we will have no further liability.

Surrender Requirements

We will mail or fax a surrender request for each Original Contract to each Original Insurer once all these conditions have been met:

- we approve your application for a new policy.
- we receive all requirements necessary to issue the new policy.
- we receive an illustration signed by you for the new policy at the approved premium class. A signed illustration is not needed if:
 - we approved your application at the standard no nicotine use premium class or better premium class (if the proposed Insured does not use nicotine); or
 - we approved your application at the premium class you had requested in writing or better premium class.
 - we receive authorization to mail or fax the surrender request if our approval is at a premium class not requiring the above signed illustration.
- The information in the application and the proposed Insured's insurability, as determined by us, have not changed since the date of the application.

Coverage prior to delivery of the new policy

Please note the Coverage Start Date information, and contact your agent if you have any questions.

- **Coverage Start Date:** If a TIAA is issued, the Coverage Start Date is the date specified in the TIAA, and coverage is subject to the terms of the TIAA.
If a TIAA was not issued, coverage subject to the terms of the new policy starts when we mail or fax a surrender request to each Original Insurer provided that all Surrender Requirements are satisfied and surrender values reduced by the amount of indebtedness being transferred and sufficient to keep the insurance applied for in effect for the first policy month.
- **Coverage End Date:** If coverage starts prior to policy delivery it will end on the earliest of the following dates:
 - the date you refuse delivery of the new policy;
 - the last day of the delivery period, if all delivery requirements for the new policy are not satisfied by the end of the delivery period; or
 - if a TIAA was issued, the End Date specified in the TIAA.
- **Coverage Amount:** If a TIAA is issued, we will start coverage for the limited amount of insurance stated in the TIAA. If a TIAA is not issued, we will provide the amount of insurance applied for in the new policy.

Policy Date of the new policy

- **Policy Date of the new policy:** If a TIAA is issued, the Policy Date of the new policy will be the date specified in the TIAA. If a TIAA is not issued and the conditions specified in the Coverage Start Date section above are met, the Policy Date of the new policy will be the "Coverage Start Date."
- **Coverage Amount of new policy:** You may, based on the amount of surrender value received, request that the amount of insurance of the new policy be greater than the amount of insurance applied for. If we approve such a request, the Insured will be covered only for the original amount applied for from the Coverage Start Date to the date we approved the higher amount of insurance. However, the cost for the new policy will be determined as if the Insured had been covered for the new higher amount from the Coverage Start Date.

Terms and conditions for exchange to the linked-benefit policy combining life insurance and long-term care insurance under the initial-premium plan

In this linked-benefit policy, the surrender values of all of the Original Contracts become the Initial Premium of the linked-benefit policy, which in turn, determines the amount of insurance that can be issued. Therefore, we cannot issue a new linked-benefit policy and no coverage will take effect until we receive the surrender value from each Original Contract.

Surrender Requirements

- We will mail or fax a surrender request for each Original Contract to each Original Insurer once all these conditions have been met:
 - We approve your application for the linked-benefit policy.
 - We receive all underwriting requirements necessary to issue the new policy.
 - We receive an illustration signed by you for the new policy at the approved premium class and rider rate classification.
 - A new illustration is not needed if both the premium classification for the life insurance portion and the rider rate classification of the long-term care portion are the same as applied for. If either or both are different from those applied for we must receive an illustration signed by you showing the approved classes before we will mail or fax the surrender request.
-

If the Insured dies before the linked-benefit policy is issued

- If the Insured dies after we request the surrender values but before we receive all surrender values, we will contact each Original Insurer to collect any death proceeds. We will pay those proceeds according to the beneficiary designations in effect under each Original Contract immediately prior to the Date of this Agreement.
 - If an Original Insurer pays surrender values instead of death proceeds, we will apply the surrender values as an initial premium and provide the amount of life insurance benefit that could have been issued, had the Insured not died based on this initial premium. The amount of insurance will not exceed the maximum life insurance benefit as defined in the "Coverage Amount" section below. No long-term care insurance benefit will be provided.
-

The new linked-benefit policy

- **Coverage Amount:** The maximum life insurance benefit we will provide under any circumstance is the lesser of the following:
 - the amount calculated based on the life insurance and long-term care insurance benefits applied for and the premium class and rider risk classification approved by us; and
 - \$999,999.If the surrender values we receive would purchase a life insurance benefit greater than \$999,999, we will issue the policy at the maximum amount and refund any excess surrender values to you. After that, we have no further liability regarding the values returned.
- **Start date of new policy:** Coverage under the new policy will begin on its Date of Issue.
- **When there is no coverage:** We will not issue a new policy if:
 - we do not receive all expected surrender values within 180 days of the date we start the surrender process; or
 - the total surrender values received purchase a life insurance benefit less than \$25,000.In either situation, we will return all surrender values received to you.

Additional terms and conditions if a policy exchange includes loan transfers

In a policy exchange, we will transfer a loan from an Original Contract to help you obtain favorable tax reporting from the Original Insurer. In this situation, we will issue a new life insurance policy subject to an indebtedness equal to the sum of the loan amounts transferred from each Original Contract. The Original Contract(s) will be the sole security for the loan.

You understand and acknowledge that:

Not all products can include a loan transfer. Please discuss this option with your licensed insurance agent to see whether this feature is available.

- This Agreement authorizes us to make any adjustments necessary to the policy's amount of insurance in order to assume the indebtedness (We reserve the right to require additional evidence of insurability if an adjustment results in an increase in the amount of insurance of the new policy).
- We may determine the plan of insurance for which we will issue a new policy subject to a loan.
- Your answering "Yes" to the Loan Transfer question and signing this Agreement does not require us to issue a new life insurance policy with a loan even though this Agreement states "Accepted by the selected Genworth Financial Company;"
- As of the Policy Date of the new policy, the new policy will have a loan equal to the sum of the loan amount transferred from each Original Contract.
- The benefits and values of the new policy will be reduced by the total loan transferred.

Required signatures

By signing, you are confirming that you have received, read and understand all five pages of this agreement.

Signature of Owner(s) Date
X .

Signature of Owner(s) Date
X .

Signature of irrevocable beneficiary (if applicable) Name of irrevocable beneficiary
X .

Witness to sign here.

Signature of witness **X**

Signature of spouse *if Owner is a resident of a community property state*
X

Printed Name of the Insured
 .

Accepted by the selected Genworth Financial Company

Mailing instructions

Send all pages of the completed form with all Original Contracts to:

Genworth Life & Annuity
 Attn: New Business
 P.O. Box 461
 Lynchburg, VA 24505-0461

Genworth Life of New York
 Attn: New Business
 P.O. Box 10717
 Lynchburg, VA 24506-0717

Genworth Life
 Attn: New Business
 P.O. Box 461
 Lynchburg, VA 24506-0461

For Express Mail only
 Genworth Financial
 Attn: New Business
 3100 Albert Lankford Drive
 Lynchburg, VA 24501