



# 1035 Exchange Agreement

from Genworth Life and Annuity Insurance Company, Genworth Life Insurance Company and Genworth Life Insurance Company of New York†

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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 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.

Please select the appropriate Genworth Financial Company.

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

Insured full name

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Insured Social Security Number                      Date of birth *mm/dd/yyyy*

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Owner name *If different from the Insured*

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Owner Social Security/Tax ID Number

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

Estimated surrender value is the value net of loans.

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

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

•

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).

### 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.



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

## 1035 Exchange Agreement

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

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#### **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.

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#### **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.

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#### **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.

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#### **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.

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


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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.

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**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.
- for policies designated by us as those to be illustrated, 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 (less costly) no nicotine use premium class; or
  - we approved your application at the premium class you requested or at a better (less costly) premium class.
- for policies designated by us as not to be illustrated, we receive a projection **signed** by you for the new policy at the approved premium class.
- when our approval is at a premium class not requiring an illustration, we receive authorization to mail or fax the surrender request.
- the information in the application and the proposed insured's insurability, as determined by us, have not changed since the date of the application.

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**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.

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**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**

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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
  - \$1,200,000.If the surrender values we receive would purchase a life insurance benefit greater than \$1,200,000, 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 *mm/dd/yyyy*  
**X** .

Signature of Owner(s) Date *mm/dd/yyyy*  
**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