

Genworth Life Insurance Company of New York

Administrative Office: 3100 Albert Lankford Drive
Lynchburg, Virginia 24501
Phone 1-800-456-7766

Complete and Retain
for Your Records

LONG TERM CARE INSURANCE REQUIRED DISCLOSURE STATEMENT- POLICY FORM 51013

Approved under the New York State Partnership for Long Term Care Program

NOTICE ABOUT MEDICAID ELIGIBILITY AND THE NEW YORK STATE PARTNERSHIP FOR LONG TERM CARE:

Although this Partnership policy may be used outside of New York State, the special Medicaid eligibility is available only if applied for in New York State.

FEDERAL TAX CONSEQUENCES: This Policy is intended to be a federally tax-qualified long term care insurance contract under Section 7702B (b) of the Internal Revenue Code of 1986, as amended.

CAUTION: The issuance of this long term care insurance Policy is based upon Your responses to the questions on Your application. A copy of Your application will be attached to Your issued Policy. If Your answers fail to include all material medical information requested, We have the right to deny benefits or rescind Your Policy. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of Your answers are incorrect, contact the company at this address: 3100 Albert Lankford Drive, Lynchburg, Virginia 24501.

NOTICE TO BUYER. The Policy may not cover all costs associated with long term care incurred by the buyer during the period of coverage. The buyer is advised to review carefully all Policy limitations.

1. POLICY DESIGNATION. This is an individual Policy of insurance to be issued in the State of New York.

2. PURPOSE OF OUTLINE OF COVERAGE. This disclosure statement provides a very brief description of the important features of the Policy. You should compare this disclosure statement to disclosure statements for other policies or certificates available to You. This is not an insurance contract, but only a summary of coverage. Only the individual or group Policy contains governing contractual provisions. This means that the Policy or group Policy sets forth in detail the rights and obligations of both You and the insurance company. Therefore, if You purchase this coverage, or any other coverage, it is important that You READ YOUR POLICY (OR CERTIFICATE) CAREFULLY.

3. TERMS UNDER WHICH THE POLICY OR CERTIFICATE MAY BE RETURNED AND PREMIUM REFUNDED.

Unconditional 30 Day Free Look: You have 30 days to return the policy to the company if You are not satisfied with it for any reason. All premiums paid will be returned within 30 days after return of the Policy or denial of the application.

4. THIS IS NOT MEDICARE SUPPLEMENT COVERAGE. If You are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from the insurance company. Neither Genworth Life Insurance Company of New York nor its agents represent Medicare, the federal government or any state government.

5. LONG TERM CARE INSURANCE. Policies of this category are designed to provide coverage for not less than thirty-six (36) consecutive months for each covered person on an expense incurred, indemnity, prepaid or other basis and provides all levels of care in a nursing home and home care benefits.

This policy is approved as providing long term care meeting requirements under the New York State Partnership for Long Term Care (the Public/Private Project to promote such insurance).

6. BENEFITS PROVIDED BY THIS POLICY.

COVERAGE SELECTION

Name of Applicant - _____

Daily Maximum - \$ _____
\$171 in 2004, \$180 in 2005

Home Care
Daily Maximum - 50% of the above Daily Maximum

Lifetime Maximum - \$ _____
(1095 X Daily Maximum)

Elimination Period - _____ Days

Compound Benefit Increases - Applies

Optional Riders *For which an additional premium is charged.*

Increased Home Care Benefits - Yes No

Nonforfeiture Benefit - Yes No

Survivorship - Yes No

Enhanced Survivorship - Yes No

Monthly Benefits - Yes No

Waiver of Home Care
Elimination Period - Yes No

BENEFIT ELIGIBILITY: For You to be eligible for the Benefits provided by this Policy We must have both:

- A Current Eligibility Certification; and
- On-going proof which demonstrates that the Covered Care You receive is needed due to Your continually being a Chronically Ill Individual.

The proof can be based on information from care providers, personal physicians and other Licensed Health Care Practitioners.

An “*Activity of Daily Living*” is one of the following: bathing (washing oneself); dressing (putting on and taking off clothes and assistive devices); eating (taking nourishment); continence (control of bowel and bladder functions); toileting (including performing associated personal hygiene tasks); and transferring (moving in and out of a bed, chair or wheelchair).

A “*Chronically Ill Individual*” is a person who has been certified by a Licensed Health Care Practitioner as:

- Being unable to perform, without Substantial Assistance (either Standby Assistance or Hands-on Assistance) from another individual, at least two (2) Activities of Daily Living due to a loss of functional capacity. In addition, this loss of functional capacity must, at first, be expected to exist for a period of at least 90 days; or
- Requiring Substantial Supervision to protect the person from threats to health and safety due to Severe Cognitive Impairment.

A “*Current Eligibility Certification*” is a Licensed Health Care Practitioner’s written certification, made within the preceding 12-month period, that You meet the above requirements for being a Chronically Ill Individual.

“*Substantial Assistance*” is either:

- “*Hands-on Assistance*,” which is the physical assistance (minimal, moderate or maximal) of another person without which You would be unable to perform the Activity of Daily Living; or
- “*Standby Assistance*,” which is the presence of another person within arm’s reach of You that is necessary to prevent, by physical intervention, injury to Yourself while You are performing the Activity of Daily Living.

“*Severe Cognitive Impairment*” is a loss or deterioration in intellectual capacity that:

- Is comparable to (and includes) Alzheimer’s disease and similar forms of irreversible dementia; and
- Is measured by clinical evidence and standardized tests that reliably measure impairment in the person’s: (a) short-term or long-term memory; (b) orientation as to people, places, or time; (c) deductive or abstract reasoning; or (d) judgment as it relates to safety awareness.

“*Substantial Supervision*” is continual supervision (which may include cueing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect the severely cognitively impaired person from threats to his or her health or safety (such as may result from wandering).

A “*Plan of Care*” is a written, individualized plan for care and support services for You that:

- Has been developed as a result of an assessment and incorporates any information provided by Your personal physician; and
- Has been prescribed by a Licensed Health Care Practitioner; and
- Fairly, accurately and appropriately addresses Your long term care and support service needs; and
- Specifies: (1) the type, frequency and duration of all services

required to meet those needs; (2) the providers appropriate to furnish those services; and (3) an estimate of the appropriate cost of such services.

CONDITIONS: Benefits will be paid only as reimbursement for expenses incurred for care and services that:

- Are Qualified Long Term Care Services; and
- Are consistent with, and received pursuant to, Your Plan of Care as prescribed by a Licensed Health Care Practitioner; and
- Meet the requirements for payment in accordance with the Benefits, services, and all other provisions of this Policy; and
- Except as stated in the Policy’s Extension of Benefits provision, are received while Your insurance under this Policy is in force. An expense, fee or charge is considered to be incurred on the day on which the care, service or other item forming the basis for it is received.

Benefit payments cease when the Lifetime Maximum is exhausted and are subject to: the Elimination Period requirements; and all other limits determined from the specific Benefits and other provisions of this Policy.

“*Covered Care*” is only those Qualified Long Term Care Services for which this Policy pays benefits or would pay benefits in the absence of an Elimination Period.

The “*Daily Maximum*” is the combined total amount We will pay for all expenses which are incurred on a calendar day and are covered by: the Nursing Home Benefit; and the Assisted Living Care Benefit. It is also used to determine limits for other Benefits. This amount will increase over time in accordance with any Benefit Increases that apply.

The “*Elimination Period*” is the number of days that You must receive Covered Care before benefits are payable under: the Nursing Home Benefit; the Assisted Living Care Benefit, and the Home Care Benefit. It can be satisfied by days for which payment would otherwise be made under those Benefits. Days used to satisfy the Elimination Period do not need to be consecutive; and can be accumulated over time. Once satisfied, You will never have to satisfy a new Elimination Period for this Policy.

A “*Licensed Health Care Practitioner*” is any of the following who is not a family member: a physician, as defined in section 1861(r)(1) of the Social Security Act; a registered professional nurse; a licensed social worker; or any other individual who meets such requirements as may be prescribed by the Secretary of the Treasury, has any appropriate State license, and is acting within the scope of that license.

The “*Lifetime Maximum*” is the maximum amount of benefits the Policy will pay. The Lifetime Maximum available reduces as benefits are paid; increases when a Benefit Increase applies; and is exhausted when there is no remaining amount available.

A “*Nurse*” is a licensed Registered Graduate Nurse (RN), Licensed Practical Nurse (LPN), or Licensed Vocational Nurse (LVN).

“*Qualified Long Term Care Services*” are necessary diagnostic, preventative, therapeutic, curative, treatment, mitigation, and rehabilitative services, and Maintenance or Personal Care

Services which: are required by a Chronically Ill Individual; and are provided pursuant to a Plan of Care prescribed by a Licensed Health Care Practitioner. "Maintenance or Personal Care Services" as used in this definition means any care the primary purpose of which is the provision of needed assistance with any of the disabilities as a result of which the person is a Chronically Ill Individual, including protection from threats to health and safety due to Severe Cognitive Impairment.

CARE COORDINATION SERVICES: *This is an option You may choose to use when You become a Chronically Ill Individual. We will provide Information and Referral Services and pay for Consultation Services You receive while the Policy is in force or continued in accordance with the Policy's Extension of Benefits provision. When Consultation Services are provided by a Privileged Care Coordinator, Our payment is not limited; and will not count against the Policy's Lifetime Maximum. In all other instances the maximum amount payable under this Benefit for all expenses You incur for Consultation Services during a Policy Year is 2 times the applicable Daily Maximum; and such payments will count against the Policy's Lifetime Maximum.*

"*Information and Referral Services*" consist of information concerning Policy coverage, including but not limited to coverage, benefits and the names of potential providers

"*Consultation Services*" are the assistance and advice You receive in choosing and applying for long term care services based on Your needs. These services must be received from individuals with professional training and experience in arranging and managing long term care services. These services will generally include: determining the degree to which You are disabled; assessing the circumstances in Your residence; working with You to determine the specific services You require; and developing and suggesting a plan to address Your needs. When You choose to use the services of a Privileged Care Coordinator, he or she will:

- Meet with You in Your Home to obtain a full understanding of Your unique situation and condition. Based on that information the Privileged Care Coordinator will develop and prescribe a Plan of Care appropriate for Your needs. This may include care in Your Home and in the community.
- Provide the initial and subsequent Current Eligibility Certifications.
- Suggest a variety of formal and informal care and support service providers. This may include negotiating service and care provider rates for You; and identifying other financial resources available to meet the needs specified in Your Plan of Care.
- Help in completion of claims forms required to get payment under this Policy.
- Assist with implementing the Plan of Care by scheduling and coordinating the care and support service providers chosen by You.
- Monitor the care and support services being received. This will include periodic re-assessments to determine revisions to Your Plan of Care warranted by changing needs.

A **Privileged Care Coordinator** is a Licensed Health Care Practitioner provided by Us at no cost to You. He or she will assist You in identifying Your long term care needs and matching those needs with available care and service providers and resources. The Privileged Care Coordinator will be a professional whose duties are to: gather objective information specific to Your circumstances; use the information gathered to help develop Your Plan of Care; and identify qualified providers that can deliver the needed care and services.

Privileged Care Coordinators are familiar with the care and service providers available in Your area. Those providers vary greatly from skilled professionals to lay caregivers, based on the degree and type of assistance needed. Privileged Care Coordinators will help identify qualified caregivers that are acceptable to You and Your family. In all cases, You are responsible for choosing the actual care and service providers to be used. If for any reason You are not satisfied with a Privileged Care Coordinator or care or service provider, You can request that an alternative be identified.

Payment for these Care Coordination Services is not subject to, and cannot be used to satisfy, the Elimination Period.

HOME CARE BENEFIT: We will pay for expenses You incur for care and support services defined below that are received while You are living at Home, and are provided by someone who normally does not reside in Your Home. These services may be received in a group setting, such as an adult day care center; or where You go to receive the care, such as an out-patient unit to receive therapy. The services must be provided by: entities licensed and/or certified by the New York State Department of Health; or agencies exempt from licensure or certification in accordance with the applicable provisions of New York State Public Health or Social Services Laws and regulations. If received outside of New York State, the services must be provided by entities licensed to provide such services in the jurisdiction where the services are rendered.

- **Nurse and Therapist Services:** These are health care services provided in Your Home by a Nurse, or a licensed physical, occupational, respiratory or speech therapist.
- **Services from Other Care Providers:** These are Home Health Aide and Personal Care Attendant Services, Homemaker Services, and Chore Services (as defined below) that:
 - A person provides in Your Home because they are necessary to enable You to continue to stay independent and safe at Home; and
 - Are necessary because You alone are not able to perform them due to Your being a Chronically Ill Individual; and
 - Are consistent with the needs addressed in Your Plan of Care.

Home Health Aide and Personal Care Attendant Services: This is assistance with: simple health care tasks; personal hygiene; managing medications; and help in performing Activities of Daily Living.

Homemaker Services: This is assistance with one or more of the following tasks: meal planning and preparation; doing laundry; and light house cleaning (such as: vacuuming, dry mopping, dishwashing, cleaning the kitchen or bath, and changing soiled bedding).

Chore Services: This is assistance with the following light work activities: minor household repairs related to Your safety at Home (such as to handrails and safety rails, stairs, or floors); taking out the garbage; and simple cleaning tasks to remove unsafe debris or dirt in the Home. Chore Services do not include any type of: residential upkeep, construction, renovation or routine home preservation (such as painting); lawn or yard care; snow removal; vehicle or equipment maintenance; or similar tasks.

- **Community Care:** This is Adult Day Care and Hospice Care as defined below.

Adult Day Care: This is a program for six or more individuals of social and health-related services provided during the day in a community group setting for the purpose of supporting frail, impaired elderly or other disabled adults who can benefit from care in a group setting outside the Home.

Hospice Care: This consists of services (not including prescription drugs) that are designed to provide palliative care to You or to alleviate Your physical, emotional and spiritual discomforts because You are experiencing the last phases of life due to a terminal disease (diagnosed with 6 months or less to live).

Payment of this Benefit is subject to: the Lifetime Maximum; the Elimination Period; and a calendar day maximum equal to Your Home Care Daily Maximum applies to this Benefit and the Assisted Living Care Benefit. No payment will be made under this Benefit for any period for which You are receiving Nursing Home Benefits, or Bed Reservation Benefits.

RESPIRE CARE BENEFIT: We will pay for expenses You incur for Respite Care with requiring You to satisfy the Elimination Period.

“Respite Care” is short-term care that is provided to You in order to relieve the person who normally provides You with informal (unpaid) care. The Respite Care must be stated in, and furnished in accordance with, Your Plan of Care.

Payment of this Benefit is subject to the Lifetime Maximum; the same limit as stated in the Schedule for the Nursing Home Benefit (up to the Daily Maximum per calendar day); and this Benefit will be payable for no more than 14 days per Policy Year. Payment of this Benefit is not subject to, and days of Covered Care under it cannot be used to satisfy, the Elimination Period.

NURSING HOME BENEFIT: We will pay for expenses You incur for care and support services (including room and board, but not prescription drugs) provided by a Nursing Home while You are confined there as a resident inpatient. This includes expenses for: private duty nursing care provided by a Nurse who is not employed by the facility; and all levels of care (including skilled, intermediate and custodial care) provided by the Nursing Home. The expenses must be consistent with the level of charges normally made for other inpatients receiving similar care in that facility.

A *“Nursing Home”* is a facility, not excluded below, that is engaged primarily in providing continual (24 hours-a-day, every day) nursing care to all of its residents or inpatients in accordance with the authority granted by a license issued by the federal

government or the State in which it is located. Such nursing care must be performed by or under the direct supervision of a Nurse; the facility must employ at least one full-time Nurse; and a Nurse must be on duty or on call in the facility at all times.

If a facility has multiple licenses or purposes, a separate portion, ward, wing or unit thereof can qualify as a Nursing Home only if that portion, ward, wing or unit is engaged primarily in providing such nursing care in accordance with the authority granted by its license.

Excluded Places: The definition of a Nursing Home does NOT include any of the following:

- A hospital or clinic.
- A sub-acute care or rehabilitation hospital or unit.
- A place that operates primarily for the treatment of alcoholism, drug addiction, or mental illness.
- An Assisted Care Facility.
- Your Home or place of residence in an area used principally for independent residential living (including, but not limited to, hotels, motels, retirement homes, boarding homes and adult foster care facilities).
- A substantially similar adult residence establishment or environment.

Payment of this Benefit is subject to: the Daily Maximum; the Lifetime Maximum; and the Elimination Period.

ASSISTED LIVING CARE BENEFIT: We will pay for expenses You incur for Qualified Long Term Care Services (including room and board and other care and support services, but not prescription drugs) provided by an Assisted Care Facility while You are confined there as a resident inpatient. The expenses must be consistent with the level of charges normally made for other resident inpatients receiving similar care in that facility.

An *“Assisted Care Facility”* is a facility, not excluded below, that satisfies the Conditions below and is engaged primarily in providing continual (24 hours-a-day, every day) assistance and supervision to at least 10 resident inpatients (or to the minimum number of resident inpatients required by the applicable facility licensing requirements of the State in which the care is provided) due to their inability to perform Activities of Daily Living or Severe Cognitive Impairment.

Conditions: To satisfy this definition, such facility (e.g., assisted care, assisted living, or Alzheimer’s dementia care facility) must at all times:

- Provide such care and services under a license, certificate, or substantially similar permit and oversight from the federal government or the State in which it is located;

OR

- Provide such care and services in accordance with all applicable laws; and continuously meet all of the following requirements:
 - It maintains records for all care and services provided to each resident inpatient;
 - It has an awake employee on duty in the facility who is trained and ready to provide its resident inpatients with scheduled and unscheduled care and services sufficient to

support needs resulting from inability to perform Activities of Daily Living or Severe Cognitive Impairment;

- It has an awake employee who is aware of the whereabouts of the resident inpatients;
- It provides, at a minimum, assistance with Bathing and Dressing;
- It provides 3 meals a day and accommodates special dietary needs;
- It has formal arrangements with a duly licensed physician or Nurse to furnish medical care and services in case of an emergency; and
- It has the appropriate methods and procedures to provide necessary assistance to residents in managing prescribed medications.

Excluded Places: An Assisted Care Facility is NOT any of the following: (a) a hospital or clinic; (b) a Nursing Home; (c) a sub-acute care or rehabilitation hospital or unit; (d) a place that operates primarily for the treatment of alcoholism, drug addiction, or mental illness; (e) Your Home or place of residence in an area used principally for independent residential living (including, but not limited to, hotels, motels, retirement homes, boarding homes and adult foster care facilities); or (f) a substantially similar adult residence establishment or environment.

If a facility has multiple licenses, certifications, purposes, or locations, a separate portion, ward, wing, unit or location thereof can qualify as an Assisted Care Facility only if it is engaged primarily in providing care that satisfies the above definition.

Payment of this Benefit is subject to: the Lifetime Maximum; the Elimination Period; and a calendar day maximum equal to Your Home Care Daily Maximum applies to this Benefit and the Home Care Benefit.

BED RESERVATION BENEFIT: We will continue to pay benefits, or give Elimination Period credit, under the Nursing Home Benefit while You:

- Are temporarily absent during a stay in a Nursing Home; and
- Are charged to reserve Your accommodations in that facility.

The temporary absence can be for any reason. This includes, but is not limited to, a hospital stay, or spending holidays or other time with Your family.

This Benefit is subject to the Lifetime Maximum; and will be payable for no more than 20 days per Policy Year.

ALTERNATE CARE BENEFIT: *For hospital stays while awaiting other Covered Care.* We will pay the expenses You incur for care and support services (including room and board, but not prescription drugs) provided by a Hospital when You are:

- Confined there while awaiting the availability of services that are otherwise covered by the Nursing Home, Assisted Living Care, or Home Care Benefits of the Policy, but for which You are unable to obtain access; and
- Your attending physician has determined that You are in such an alternate care status.

The expenses must be consistent with the level of charges normally made for other inpatients receiving similar care in the

Hospital. You must be confined there as a resident inpatient.

A “*Hospital*” is an institution that is licensed as a hospital in the jurisdiction in which it is located; and is operating within the scope of its license.

Payment of this Benefit is subject to: the Lifetime Maximum; the Elimination Period; and the payment limits determined from the Schedule for this Benefit.

OTHER POSSIBLE BENEFITS: Available only when benefits will also be payable for the minimum number of days required by the Partnership.

CAUTION: This Benefit is not available if Your Policy is a minimum plan and You use the maximum amount of benefits available.

Additional Conditions on Payment of these Benefits: In order for this Policy to qualify for Medicaid asset protection under the Partnership, it **must** pay benefits for at least the equivalent of 36 months of Nursing Home care (counting payments made under the Respite Care, Bed Reservation and Alternate Care Benefits).

Days for which payment is made under the Home Care Benefit and the Assisted Living Care Benefit can be substituted for Nursing Home care days on the basis of two days of such care for one Nursing Home care day. Whenever the benefits paid for a day’s care are less than the applicable daily payment limit, the excess is reserved for future benefit payments.

The following Caregiver Training and Supplementary Benefits are designed to provide cost effective alternative benefits in a manner that utilizes those reserved payment amounts while also ensuring that benefits will be paid for the minimum number of days required by the Partnership to qualify for Medicaid asset protection. To ensure such Partnership qualification, these benefits will be provided **only** to the extent that the amount of Your unused Lifetime Maximum is sufficient to fund both:

- Any payments made under these Benefit; and
- Full future benefit payments for the number of days required to maintain qualification under the Partnership.

Payment under these Benefits will not count against any Daily Maximum; and they will not be subject to, nor may they be used to satisfy, any Elimination Period.

Caregiver Training Benefit: *Subject to the above additional conditions,* We will pay for expenses You incur for training an informal (unpaid) caregiver to care for You in Your Home. All the following conditions apply to this Benefit:

- We will not pay to train someone who will be paid to care for You.
- The training can be received while You are confined in a hospital, Nursing Home, or Assisted Care Facility only if it is reasonably expected that the training will make it possible for You to go Home where You can be cared for by the person receiving the training.

Payment of this Benefit is subject to: the above conditions; a lifetime maximum equal to 5 times the Daily Maximum; and the Lifetime Maximum of the Policy. Payment of this Benefit is not subject to, and days of Covered Care under it cannot be used to satisfy, the Elimination Period.

Supplementary Benefit: *Subject to the above additional Conditions, We will pay for expenses You incur for care, treatment, services, supplies or other items not specifically covered by another Benefit of this Policy when all of the following conditions are met:*

- They are clearly specified in Your Plan of Care.
- You, Your personal physician and We mutually agree that they are cost-effective alternatives to Benefits specifically available under this Policy.
- They are for qualified long term care services as defined in Section 7702B(c) of the Internal Revenue Code.
- They are incurred while such mutual agreement is in effect.
- They are incurred while Your insurance is in force under this Policy.

Agreement to use these alternatives will not waive any of the rights You or We have under this Policy. The agreement may be discontinued at any time without affecting Your right to the Benefits otherwise available under this Policy.

Examples include, but are not limited to:

- In-Home safety devices.
- Community-based services that provide meals in the Home for disabled individuals (such as Meals on Wheels).
- The purchase or rental of supportive equipment.
- Rental or lease of emergency medical response devices.
- Other services designed to help You remain at Home.

Payment Limitations: The agreement will state how payment is affected by the Elimination Period. It will also state any time and payment maximums. Payment of this Benefit is also subject to: the above conditions; the Lifetime Maximum; and all other provisions and conditions of this Policy.

WAIVER OF PREMIUM BENEFIT: We will waive the premium payments for each coverage month that begins after You have satisfied the Elimination Period and during a period for which benefits are paid or payable under: (a) the Nursing Home Benefit; or (b) the Assisted Living Care Benefit; or (c) the Home Care Benefit.

This waiver applies to the entire premium for this Policy and all attachments.

This Benefit stops when You cease to receive Covered Care during any period for which benefits are paid under the Nursing Home Benefit, the Assisted Living Care Benefit, or the Home Care Benefit. When this Benefit stops, We will give credit for any premium paid for periods during which the waiver applied, against future premiums when due. You will be required: to pay the remaining premiums due in accordance with this Policy's previous premium payment mode; and to continue to make future premium payments as they become due.

CONTINGENT NONFORFEITURE BENEFIT: If the Non-

forfeiture Benefit does not apply, You will be given the right to reduce coverage or convert to a limited paid-up benefit only in the event of substantial cumulative premium increases. The amount of the reduced coverage available is the same as described above for the Optional Nonforfeiture Benefits.

OPTIONAL INCREASED HOME CARE BENEFITS RIDER: *This is an optional Benefit for which an additional premium is charged.* It provides an increase in the Home Care Daily Maximum to an amount equal to the Daily Maximum of the Policy. Benefit amounts payable under the provisions of this Rider will NOT count against the Policy's Lifetime Maximum.

OPTIONAL NONFORFEITURE BENEFIT: *This is an optional Benefit for which an additional premium is charged.* It provides continued coverage in the event the Policy terminates (lapses) due to a default in the payment of any premium after it has been in force for at least 3 years. If the lapse occurs while this Benefit is in force, the Policy will be continued (without further premium payments) with a reduced Lifetime Maximum. The amount of the continued reduced coverage will be the greater of: the maximum benefit amount applicable, at the time of lapse, under the Nursing Home Benefit for one month (30 days); or the total of all premiums actually paid and attributed to You for Your insurance under the Policy and any attached riders. This amount will not be reduced by any benefits payable for expenses incurred prior to the lapse.

OPTIONAL SURVIVORSHIP BENEFIT: *This is an optional rider for which an additional premium is charged.* If a couple have been insured under this Policy, or separate policies issued by Us, for at least 10 years when one of them dies, no further premium payments will be required for this Policy if:

- The survivor is insured under this Policy; and
- Both persons continuously had long term care insurance coverage in force with Us, other than under a Nonforfeiture Benefit, on the date of the deceased person's death and for at least the prior 10 year period; and
- Both persons were a couple with coverage that included a similar Survivorship Benefit for the entire period of concurrent coverage; and
- No long term care benefits were paid or payable by Us for either person for the first 10 years of such concurrent Survivorship Benefit coverage; and
- We receive due written proof of such death.

This waiver applies to the premium for this Policy and all attached riders in force on the date of such death.

OPTIONAL ENHANCED SURVIVORSHIP BENEFIT RIDER: *This is an optional rider for which an additional premium is charged.* It provides that, if a couple have been insured under this Policy, or separate policies issued by Us, for at least 7 years when one of them dies, no further premium payments will be required for this Policy if:

- The survivor is insured under this Policy; and
- Both persons continuously had long term care insurance coverage in force with Us, other than under a Nonforfeiture Benefit, on the date of the deceased person's death and for at least the prior 7 year period; and

- Both persons were a couple with coverage that included a similar Enhanced Survivorship Benefit for the entire period of concurrent coverage; and
 - We receive due written proof of such death.
- This waiver applies to the premium for this Policy and all attached riders in force on the date of such death.

OPTIONAL MONTHLY BENEFITS RIDER: *This is an optional rider for which an additional premium is charged. It is available only if Your Home Daily Care Maximum is 100% of the Daily Maximum.* It provides that while this Rider is in force we will pay up to 31 times the Daily Maximum for all expenses that are incurred during a calendar month and are covered under: the Nursing Home Benefit, the Assisted Living Care Benefit; the Bed Reservation Benefit; and the Home Care Benefit.

OPTIONAL WAIVER OF HOME CARE ELIMINATION PERIOD RIDER: *This is an optional rider for which an additional premium is charged.* This Rider waives the Elimination Period for the Home Care Benefit. It also provides that, when a Plan of Care from a Privileged Care Coordinator is used: (1) Home Care Benefit days will count toward satisfying the Elimination Period; and (2) the Waiver of Premium Benefit will apply without requiring an Elimination Period.

7. LIMITATIONS AND EXCLUSIONS.

Pre-existing conditions are NOT excluded.

Non-eligible Facilities/Providers: A Nursing Home or Assisted Care Facility is not covered unless it meets the applicable definition for such a facility. Your "Home" is Your primary place of residence in an area used principally for independent residential living. This could be a house, condominium, apartment, unit in a congregate care community, or similar residential environment. Your Home does not include a hospital, Nursing Home, or Assisted Care Facility.

Non-eligible Levels of Care: Coverage is not based on the specific level of care; but is for care furnished, for a specific covered reason, by or through the covered facilities and providers. Care from family members is not covered.

Exclusions/Exceptions and Limitations: No payment will be made for any expenses incurred for any room and board, care, treatment, services, equipment or other items:

- Provided by an Immediate Family Member, unless: (1) the Immediate Family Member is a regular employee of the organization that is providing the services; and (2) such organization receives payment for the services; and (3) the Immediate Family Member receives no compensation other than the normal compensation for employees in her or his job category.
- For which no charge is normally made in the absence of insurance.
- Provided outside of the United States of America, its territories and possessions.
- Provided by or in a Veterans Administration or federal government facility, unless a valid charge is made to You or Your estate.

- Resulting, directly or indirectly, from:
 - War or act of war, whether declared or not.
 - Attempted suicide or an intentionally self-inflicted injury.
 - Your alcoholism or addiction to drugs or narcotics; but not addiction that results from the administration of those substances in accordance with the advice and written instructions of a duly licensed physician.

Note: We will pay benefits for mental illness and Alzheimer's disease, subject to the same exclusions, limitations and provisions otherwise applicable to other Covered Care under this Policy.

Non-Duplication: Benefits will be paid only for expenses for Covered Care that are in excess of the amount paid under Medicare (including amounts that would be reimbursed but for the application of a deductible or coinsurance amount) and any other federal, state or other governmental health care program or law (except Medicaid). However, this Non-Duplication provision will not disqualify an expense for Covered Care from being used to satisfy the Elimination Period.

If a National long term care program is created through public funding and that National program duplicates benefits provided by the policy, We may, based on mutual agreement between Us and the New York State Department of Insurance, implement changes in the premiums and/or benefits of the Policy. THIS POLICY MAY NOT COVER ALL THE EXPENSES ASSOCIATED WITH YOUR LONG TERM CARE NEEDS.

8. RELATIONSHIP OF COST OF CARE AND BENEFITS.

Because the cost of long term care services will likely increase over time, you should consider whether and how the benefits of this plan may be adjusted. Unless you are at least 80 years of age and reject Compound Benefit Increases when you apply for the policy, your daily and lifetime limits will increase by 5% on a compound basis. Any increases will occur on each anniversary of the policy's effective date.

Increased amounts will apply to each day benefits are payable on or after the date of the increase. If you decline Compound Benefit Increases, your premiums will be lower. Premiums will not increase due to a change in age or the automatic benefit increases.

At the end of this Disclosure Statement is a graphic comparison of the benefit levels of a Policy that increases benefits over the Policy period with a policy that does not increase benefits.

9. TERMS UNDER WHICH THE POLICY MAY BE CONTINUED IN FORCE OR DISCONTINUED.

RENEWABILITY: THIS POLICY IS GUARANTEED RENEWABLE. This means You have the right, subject to the terms of the Policy, to continue this Policy by paying Your premiums on time until the Lifetime Maximum is exhausted. Genworth Life Insurance Company of New York cannot change any of the terms of Your Policy on its own, except that, in the future, IT MAY INCREASE THE PREMIUM YOU PAY.

WAIVER OF PREMIUM: The Policy includes a Waiver of Premium Benefit that applies after the Elimination Period has been satisfied and while continuing benefits are payable under:

(a) the Nursing Home Benefit; (b) the Assisted Living Care Benefit; or (c) the Home Care Benefit.

10. PREMIUM. The following shows the annual premium for: the base Policy and any chosen benefit options; Your premium payment mode; and the corresponding modal premium.

Annual Premium	
Basic Policy -	\$ _____
Optional Riders	
Increased Home Care Benefits -	\$ _____
Nonforfeiture -	\$ _____
Survivorship -	\$ _____
Enhanced Survivorship -	\$ _____
Monthly Benefits -	\$ _____
Waiver of Home Care Elimination Period -	\$ _____
Subtotal Before Discounts	\$ _____
Anticipated Discounts	\$ _____
Total Annual Payment Mode Premium	\$ _____
	Mode Factor x _____ (Factor from table below)
Modal Premium	\$ _____
	(Annual Payment Mode Premium x Factor)
Annual Total of Modal Premiums	\$ _____

(Modal Premium times 1, 2, 4 or 12)

Premium Payment Mode (Factor)

- Annual (1.0) Semi-annual (.51) Quarterly (.26)
 Monthly (.09) - requires Electronic Funds Transfer

How Long Premium Will Be Payable

- Lifetime 10 Years
 Until the Policy Anniversary coinciding with or next following the date You reach 65 years of age.

Terms Under Which We Can Change Premiums:

Premiums will not change due to a change in Your age or health. Subject to approval of the New York State Insurance Department, We can change premiums based on premium class; but only if We change them for all similar policies issued in the same state and on the same form as this Policy. Premium changes will only be made as of a Policy Anniversary Date. We will give You at least 45 days written notice before We change premiums. You will be given the right to reduce coverage or convert to a limited paid-up benefit in the event of substantial cumulative premium increases.

Unearned Premium Refunds: The Policy provides for the refund of unearned premium in the event it terminates due to: death; or surrender or cancellation of the Policy.

11. ADDITIONAL FEATURES. As described above, there is an optional Nonforfeiture Benefit. Applications are subject to medical underwriting; and are approved only if We are provided evidence of insurability which is satisfactory and acceptable to the company. Insurance is not available to those who are 85 years of age or older when applying.

The expected benefit ratio for this policy is 65 percent for ages 65 and older and 60 percent for ages 64 and younger. This ratio is the portion of future premiums which the company expects to return as benefits, when averaged over all people with this policy.

Once insurance goes into force, coverage is provided if You are clinically diagnosed as having Alzheimer's disease or related degenerative and dementing illnesses and meet the Benefit Eligibility requirements.

Continuation for Lapse Due to Alzheimer's Disease and Other Forms of Cognitive or Functional Impairment: We will provide a retroactive continuation of coverage if the Policy terminates due to nonpayment of premiums (lapse) and within 7 months after termination we are given proof that You met the Benefit Eligibility requirements. We must receive proof of Your impairment or incapacity and all past due premiums within that 7 month period. Any benefits for which You qualified during the continuation period will be paid to the same extent they would have been paid if the Policy and its riders had remained in force from the date of termination.

