



## PRIVILEGED CHOICE®

### LONG TERM CARE INSURANCE

Underwritten by Genworth Life Insurance Company  
of New York

**This sample copy of Genworth Life Insurance Company of New York's Long Term Care Insurance policy is being provided for informational purposes only. THIS SAMPLE COPY IS NEITHER A CONTRACT OF INSURANCE NOR AN OFFER TO CONTRACT. This is a sample only; actual policy provisions of an issued policy may differ. In the event a policy is issued to you, please review the policy provisions of the issued policy carefully.**



# GENWORTH LIFE INSURANCE COMPANY

Home Office: [666 Third Avenue, New York, NY 10017]

Administrative Office: [3100 Albert Lankford Drive, Lynchburg, VA 24501] Phone [800 456.7766]

## LONG TERM CARE INSURANCE POLICY FOR TAX QUALIFICATION PURPOSES

**Insured(s):** [JOHN A DOE]  
[MARY JANE DOE]

**Policy Number:** [ABC123456]

### DECLARATIONS

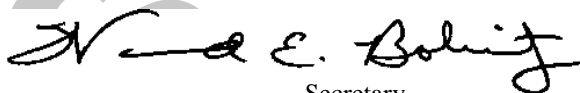
We are pleased to issue the above numbered insurance Policy, herein called the **Policy**. Keep it in a safe place, as it is a legal contract between You (the Insured(s) named above) and Us (the insurer). As You read it, be aware of the following.

**You have an unconditional right to return this Policy in the first 30 days.** You have 30 days from the day You receive this Policy to examine and return it to Us. You can return it for any reason. Simply return it to Us at Our Administrative Office or to the agent or office through which it was bought. This Policy will then be void from the start. We will refund the full amount paid for this Policy within 30 days of such a return.

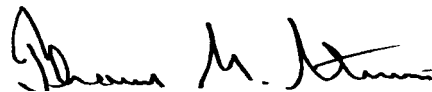
**CAUTION:** *The issuance of this nursing home and home care insurance Policy is based upon Your responses to the questions on Your application. A copy of Your application is enclosed. If Your answers fail to include all material medical information requested, We have the right to deny benefits or rescind 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 Us at Our Administrative Office at the above address.*

**This Policy is Guaranteed Renewable for Life. We have a limited right to change premiums.** Subject to its terms, You can keep this Policy in force until benefits have been exhausted by paying the required premiums on time. We cannot cancel or refuse to renew this Policy. We cannot change any of its terms on Our own, except that, subject to the approval of the New York State Insurance Department, We can change the premiums. Premiums will not change due to a change in Your age or health. 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.

**Signed for Genworth Life Insurance Company of New York.**



Secretary



President and CEO, Long Term Care Division

**Notice to Buyer:** This Policy may not cover all of the costs associated with long term care which may be incurred by You during the period of coverage. You are advised to review carefully all Policy limitations.

**This Policy is not a Medicare Supplement policy.** If You are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from Us.

***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.***

**NOTICE TO BUYER:** In accordance with New York minimum standards, this policy qualifies as Nursing Home and Home Care Insurance. See the page 6.

# **FEDERAL TAX QUALIFICATION PROVISIONS**

## **OUR INTENT THAT THIS BE A FEDERALLY TAX-QUALIFIED CONTRACT**

This Policy is intended to be a qualified long term care insurance contract under Section 7702B(b) of the Internal Revenue Code of 1986, as amended by the Health Insurance Portability and Accountability Act of 1996 - Public Law 104-191 (herein referred to as the "Code").

## **CONFORMITY WITH INTERNAL REVENUE CODE**

If this Policy does not comply with the requirements of the above-cited Section of the Code, or any Federal or State statute or regulation, it will be treated as if it had been changed to comply with those requirements. Because this Policy is guaranteed renewable, We will inform You in writing of any such required change in the provisions of this Policy; and You will be given the choice of accepting the change, or retaining this Policy without that change.

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A copy of the application for this Policy ..... Attached

Any Riders, Endorsements, Notices and other papers..... Attached/Included

Refer to the Schedule to determine the Benefits, Options, and applicable coverage details.

**SCHEDULE**

**GENWORTH LIFE INSURANCE COMPANY**

**Policyholder**

**Insured(s)**  
Mary Jane Doe  
John E. Doe

**Policy Number**  
LTC-123456

Mary Jane Doe  
Apt #1234  
123 Main Street  
Anytown, US 99999

**Policy Effective Date**  
September 15, 2004

**Coverage Limits and Features**

Monthly Maximum ..... [\$3,000]  
Lifetime Maximum ..... [\$144,000]

The Lifetime Maximum is exhausted only when the total of all benefits paid equals the applicable Lifetime Maximum including any Benefit Increases.

[Benefit Increases ..... [None] {As described below  
Your Monthly Maximum and Lifetime Maximum will each increase in the manner described below. Any such annual increases will be available to pay for expenses incurred on or after the date of the increases and while this Policy is in force. These increases are not reduced by benefit payments. Benefit Increases cease when the Policy terminates.

[5% Compound: On each Policy Anniversary Date they will each increase by 5%.]

[5% Equal: On each Policy Anniversary Date they will each increase by 5% of the respective original Monthly Maximum and Lifetime Maximum applicable on the Policy Effective Date.]

[3% Compound: On each Policy Anniversary Date they will each increase by 3%.]

Elimination Period ..... [0][30][90][180] Days of Covered Care  
The Elimination Period applies only to the Nursing Home Benefit, [and ]the Assisted Care Facility Benefit[and the International Coverage Benefit].

**Benefits and Services Provided**

**We Pay Up to these Limits**

Privileged Care Coordination Services ..... Not subject to Policy limits  
Home Care Benefit ..... Up to the Monthly Maximum per calendar month\*  
Respite Care Benefit ..... Up to the Monthly Maximum per Policy Year  
Caregiver Training Benefit ..... Up to a lifetime maximum equal to [20%] of the Monthly Maximum  
Equipment Benefit ..... Up to a lifetime maximum equal to [2 times] the Monthly Maximum  
Nursing Home Benefit ..... Up to the Monthly Maximum per calendar month\*  
Assisted Care Facility Benefit ..... Up to the Monthly Maximum per calendar month\*  
Bed Reservation Benefit ..... [60] days per Policy Year\*  
Supplementary Care Benefit ..... Included – payment subject to mutual agreement  
Waiver of Premium Benefit ..... Included – See Benefit Provisions  
Survivorship Benefit ..... Included – See Benefit Provisions  
International Coverage Benefit ..... Up to \$1,500 or 75% of the Monthly Maximum per calendar month\*  
for up to 48 calendar months but not after the Lifetime Maximum is exhausted

[Restoration of Benefits Provisions ..... Included - See Attached Rider]

[Nonforfeiture Benefit ..... Included - See Attached Rider]

[Enhanced Survivorship Benefit ..... Included - See Attached Rider]

[Return of Premium Upon Death After 10 Years Rider ..... Included - See Attached Rider]

[Graded Return of Premium Upon Death Rider ..... Included - See Attached Rider]

\*The maximum total amount We will pay for all expenses that are incurred during a calendar month under all of these Benefits combined is limited to 100% of the Monthly Maximum. This applies to: the Nursing Home Benefit; the Bed Reservation Benefit; the Assisted Care Facility Benefit; the Home Care Benefit; and the International Coverage Benefit.

**Reminder:** There is no surrender value in the event You never need the benefits provided by this Policy.

**SCHEDULE**  
(Continued)

**Name of Policyholder:**  
[Mary Jane Doe]

**Policy Number:**  
[ABC1234567]

**PREMIUM INFORMATION**

RATE CLASSIFICATION: Policyholder - ..... [Standard]/[Preferred] [with {Insured} Couple Discount]  
[No Other Discounts]  
Second Insured -.. [Standard]/[Preferred] [with {Insured} Couple Discount]  
[No Other Discounts]

ANNUAL PREMIUMS:	Policyholder	Second Insured
Basic Policy Coverage (including any Benefit Increases).....	[\$xx.xx]	[\$xx.xx]
[Nonforfeiture Benefit Rider.....	[\$xx.xx]	[\$xx.xx]
[Restoration of Benefits Rider .....	[\$xx.xx]	[\$xx.xx]
[Enhanced Survivorship Benefit Rider .....	[\$xx.xx]	[\$xx.xx]
[Return of Premium Upon Death After 10 Years Rider .....	[\$xx.xx]	[\$xx.xx]
[Graded Return of Premium Upon Death Rider .....	[\$xx.xx]	[\$xx.xx]
Individual Totals .....	[\$xx.xx]	[\$xx.xx]
Total Annual Premium.....		[\$xxx.xx]

FIRST PREMIUM      PREMIUM PAYMENT MODE      MODAL PREMIUM  
[\$aaa.aa]                      [Quarterly][\*]                      [\$bbb.bb]

Premiums shown above reflect all discounts that apply to Your coverage. See the Modal Premium Disclosure on the next page.

**Premium Payment Period:** [Lifetime] {[10 years] [To Age 65] – See the Paid-Up Feature below.}

**[\*Notice – This Policy has a paid-up feature.**

[This means that, if You pay all required premiums as they become due, this Policy will be paid-up and no future premium payments will be required after this Policy has been in force for a period of 10 full years. We do, however, have the right to increase premiums that become due prior to the date this Policy becomes paid-up.]

OR

[This means that, if You pay all required premiums as they become due, this Policy will be paid-up and no future premium payments will be required after the Policy Anniversary Date coinciding with or next following the date You reach 65 years of age. We do, however, have the right to increase premiums that become due prior to the date this Policy becomes paid-up. This option is only available if You are under 56 years of age.]

[If this Policy includes automatic Benefit Increases, those increases will continue beyond the paid-up date without requiring additional premium payments.]

**SCHEDULE**

(Continued)

**MODAL PREMIUM DISCLOSURE**

**Premium Payment Options:** You pay for Your Policy by paying the premiums due in a timely manner. You have the right to choose one of the following premium payment modes: annually in one payment, semi-annual in two payments, quarterly in four payments, or monthly in twelve payments (each individual payment being a "Modal Premium Payment"). You may pay Your premiums monthly in twelve payments only by pre-authorized electronic transfer (EFT). If You choose a payment mode other than annual, You will pay additional charges for selecting that payment mode (the "Additional Payment Charges"). The chart below compares, for the first year of a policy with a \$1,000 annual premium, the total premium payments for each payment mode and the corresponding Additional Payment Charges that You would pay during the first year.

<b>First Year Cost Comparison of Additional Payment Charges for Alternative Premium Payment Modes</b>				
<b>Premium Payment Mode</b>	<b>Number of Premium Payments per Year</b>	<b>Amount of Each Modal Premium Payment during the First Year (Including Additional Payment Charges)</b>	<b>Total of Modal Premium Payments during First Year (Including Additional Payment Charges)</b>	<b>Total Additional Payment Charge during the First Year (In Dollars)</b>
Annual	1	\$1,000.00	\$1,000.00	\$0.00
Semiannual	2	\$510.00	\$1,020.00	\$20.00
Quarterly	4	\$260.00	\$1,040.00	\$40.00
Monthly (EFT only)	12	\$90.00	\$1,080.00	\$80.00

**Notice to Insured:** Each Modal Premium Payment is a payment, in advance, for insurance coverage. Coverage continues until the next premium payment is due. You are under no contractual obligation to continue making premium payments. However, pursuant to the Premium Provisions of the Policy, the failure to pay a premium may result in the termination of your coverage.

**Calculation of Modal Premium:** The Modal Premium Payment amounts are calculated by multiplying the Annual Modal Premium by the applicable modal premium factor:

- > Annual - 1.00
- > Semiannual - .51
- > Quarterly - .26
- > Monthly (EFT only) - .09

As illustrated above, if paid on a Semiannual, Quarterly, or Monthly Premium Payment Mode, your total premiums will be higher than if you made a single payment using the Annual Premium Payment Mode.

## **NEW YORK MINIMUM STANDARDS AND THE BENEFITS UNDER THIS POLICY**

### **WHY THIS POLICY IS CALLED NURSING HOME AND HOME CARE INSURANCE**

As described below, there are a several titles given to policies that provide coverage for long term care services in the State of New York. We chose to meet the Nursing Home and Home Care Insurance standards because they allow Us to provide comprehensive coverage with the greatest flexibility in plan selection. In all instances the coverage provided by this Policy is intended to meet the Federal and State requirements for tax qualified long term care insurance.

### **THE MINIMUM STANDARDS**

New York State has established minimum standards for insurance policies covering long term care services. There are four different classifications for these policies. They are:

- > **Home Care Insurance Only** which must provide at least 12 consecutive months of coverage of custodial care services of at least \$25 per day in a private home.
- > **Nursing Home Insurance Only** which must provide at least 12 consecutive months of coverage of custodial care services of at least \$50 a day while confined in a nursing home.
- > **Nursing Home and Home Care Insurance** which combines the benefits of "Nursing Home Insurance Only" and "Home Care Insurance Only". These policies cover, for at least a period of 12 consecutive months, the following benefits:
  - Coverage of custodial care services of at least \$50 a day while confined in a nursing home. AND
  - Coverage of custodial care services of at least \$25 per day in a private home.
- > **Long Term Care Insurance** which provide, for at least 24 consecutive months, the following coverage:
  - Coverage of all levels of care in a nursing home of at least \$100 per day for policies sold in the New York City Area (the counties of Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Rockland and Westchester); and \$70 per day for all other parts of New York State. AND
  - Coverage of home care of at least 50% of the daily indemnity amount provided for care in a nursing home.

As alternatives to the above, payment under Long Term Care Insurance policies can be based on a percentage of the covered Nursing Home and Home Care expenses; and may vary coverage levels based on the use of providers contracted with the insurer.

### **POLICY BENEFITS BEYOND THE MINIMUMS**

In addition to the plan choices available at the time of application, this Policy gives You the flexibility to utilize the following additional coverages which go beyond New York's minimum standards:

- > The Privileged Care Coordination Services.
- > Home Care Benefits for: (1) the services of an independent Nurse or therapist who is not provided by a home care services agency; and (2) Adult Day Care; and (3) Hospice Care.
- > The Assisted Care Facility Benefit.
- > The Respite Care Benefit.
- > The Caregiver Training Benefit.
- > The Equipment Benefit.
- > The Bed Reservation Benefit.
- > The Supplementary Benefit.

## MANAGING YOUR USE OF BENEFITS BASED ON THE MINIMUM STANDARDS

If You choose to use any of those additional coverages available under this Policy (and You may decide not to do so), they count against Your Lifetime Maximum and, in some instances, Your other payment limits. As a result, such payments could reduce the number of days for which You are eligible to claim benefits that would fall within the New York defined minimum benefit package.

### SHARED COVERAGE PROVISIONS

*Applicable when this Policy insures a couple who are named as Insureds in the Schedule.*

#### COVERAGE PROVISIONS

When more than one person is shown as an Insured in the Schedule:

- > All references to "You" in this Policy and any attached Riders will apply equally to each Insured. We will, however, send general correspondence and billing notices to the Policyholder. In the event one Insured dies, the survivor will become the Policyholder.
- > Each Insured is covered for all of the Benefits and services of this Policy. The Lifetime Maximum will be shared and the Waiver of Premium Benefit will apply as described below. The Elimination Period and all other maximums and limits determined from the Schedule for each Benefit will apply separately to each Insured.
- > **Sharing the Lifetime Maximum:** Subject to the minimum Lifetime Maximum requirements described below, the Lifetime Maximum will be shared and will be exhausted by the combined benefit payments made on behalf of both Insureds.
- > **Dual Waiver of Premium:** The Waiver of Premium Benefit will apply to all premiums, not just the premium attributed to the Insured who is receiving benefits for which premium waiver is provided.
- > Both Insureds must sign requests to change coverage, cancel, or convert this Policy.
- > There is a ***Per Person Lifetime Maximum*** as described below.

#### PER PERSON LIFETIME MAXIMUM

When this Policy covers a couple We are required by law to ensure that it provides each person with coverage for at least 12 months. This means that while each person's benefits may draw upon the Lifetime Maximum, no one Insured may receive more than the amount equal to the Lifetime Maximum reduced by the equivalent of one year's benefits (12 times the Monthly Maximum).

Whenever benefits equal to this per person maximum become payable for either Insured:

- > that Insured shall cease to be eligible for further benefits under this Policy; but
- > this Policy may remain in force for the other Insured until the Lifetime Maximum has been exhausted.

#### CONTINUATION ON DEATH OF ONE INSURED

If one Insured dies the surviving Insured may continue this Policy. Upon receipt of due proof of death, future premiums for this Policy will be reduced to 125% of the premium applicable to the survivor's portion of the Policy premium. The Lifetime Maximum will not be affected.

## LIMITED CONVERSION OPTION

When a couple's relationship terminates due to divorce, annulment, or final separation, they can either: continue sharing coverage under this Policy; or either one can request that this Policy be converted to 2 individual policies so that each Insured would be in the same position as if he or she had been issued a separate policy with the same effective date as this Policy. Evidence of insurability is not required for either Insured. Conversion to individual policies is subject to the following conditions:

- > This Policy can be converted if the Insured requests the conversion in writing.
- > Except as provided herein, this Policy and an Insured's converted policy will be identical to the extent that this Policy applied to the Insured. The converted policy will have the same Policy Effective Date as this Policy; and will show an original Lifetime Maximum equal to one-half the original Lifetime Maximum of this Policy minus any benefits paid to that Insured. If an Insured has not received any benefits, he or she will receive at least 12 months of coverage under the converted policy.
- > One-half the total amount of all benefits paid under this Policy, and not restored by any Restoration of Benefits Rider, will be deemed to have been paid as benefits under each Insured's converted policy.
- > With each converted policy We will provide a statement of:
  - The current Lifetime Maximum (reflecting any Benefit Increases and other changes to the original Lifetime Maximum);
  - Benefit payments deemed paid under the converted policy; and
  - The amount of unused benefits available as of the date of conversion.
- > Premiums for each converted policy will be due beginning on the next premium due date for this Policy. Premiums will be based on the Insured's original issue age and original Rate Classification (as shown in the Schedule).

## **THE POLICY TAKING EFFECT AND REMAINING IN FORCE**

### **EFFECTIVE DATE AND CONSIDERATION**

This Policy is issued based on: the statements made in its application; and payment of the First Premium shown in the Schedule. It takes effect on the Effective Date shown in the Schedule. It can be continued in force by the timely payment of premiums until it terminates.

### **POLICY TERMINATION**

This Policy will terminate on the earlier of:

- > The end of the period for which premium has been paid, subject to the Grace Period and Unintentional Lapse Protection provision;
- > The date benefit payments exhaust the Lifetime Maximum, as described in the Schedule;
- > The date this Policy is cancelled;
- > If there is more than one Insured, the date this Policy is converted due to divorce, annulment, or final separation; or
- > The date You die, except that if there is more than one Insured, the date the last surviving Insured dies.

### **YOUR RIGHT TO CANCEL THIS POLICY AT ANY TIME**

You may cancel this Policy at any time by sending Us written notice signed by every Insured. This Policy will be cancelled as of the date We receive the cancellation notice, or any later date stated in the notice. We will refund to the Policyholder the unearned portion of any premium paid.

NOTE: If a couple are Insureds under this Policy, one of the Insureds will cease to be eligible for further benefits under this Policy when he or she exhausts the Per Person Lifetime Maximum. See the Shared Coverage Provisions on page 7.

### **EXTENSION OF BENEFITS**

Termination of this Policy will not affect any claim for benefits payable under the Policy if eligibility for those benefits or total disability begins while this Policy is in force and continues without interruption after termination. For the purposes of this provision, You must give Us proof, in the form of a Current Eligibility Certification, which demonstrates, based on information from care providers, personal physicians and other Licensed Health Care Practitioners, that the Covered Care is needed due to Your continually meeting the Eligibility for the Payment of Benefits requirements of the Policy.

This Extension of Benefits, beyond the period the Policy was in force, is subject to the Elimination Period, Lifetime Maximum and all other applicable provisions of this Policy. It ceases:

- > For benefits payable under the Nursing Home Benefit, the Assisted Care Facility Benefit, the Bed Reservation Benefit, and the Supplementary Benefit, when a period of 180 days elapses during which You have not incurred expenses covered by any of those Benefits; and
- > With respect to Home Care benefits, when a period of 12 months elapses from the date of termination of this Policy.

In no event will the total amount payable under the Policy and Extension of Benefits provision exceed the Lifetime Maximum.

## GLOSSARY

Many terms used in this Policy are defined below. Additional definitions appear where they can assist You in understanding related text. For example, most Benefits have definitions for covered services and/or providers. Defined terms are highlighted in ***bold italics*** where they are defined; and have that meaning throughout the Policy.

***Activities of Daily Living:*** The activities defined below that are measured to determine Your ability to function independently. Each of the following is an Activity of Daily Living (ADL):

- > ***Bathing:*** Washing oneself by sponge bath; or washing oneself in either a tub or shower, including the task of getting into or out of the tub or shower.
- > ***Dressing:*** Putting on and taking off all items of clothing and any necessary braces, fasteners, or artificial limbs.
- > ***Eating:*** Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table).
- > ***Continence:*** The ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
- > ***Toileting:*** Getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- > ***Transferring:*** Moving into or out of a bed, chair or wheelchair.

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

***Elimination Period:*** The number of days that You must receive Covered Care before benefits are payable under those Benefits that are subject to the Elimination Period.

The Schedule states:

- > the number of days in the Elimination Period; and
- > the Benefits to which the Elimination Period applies.

The Elimination Period can be satisfied by days for which payment would otherwise be made under those Benefits to which the Elimination Period applies. It can also be satisfied by days for which You receive payment under the Home Care Benefit in accordance with a Plan of Care developed by a Privileged Care Coordinator. 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.

***Home:*** Your primary place of residence in the area You use 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.

***Immediate Family Member:*** Your spouse and anyone who is related to You or Your spouse as a parent, grandparent, child, grandchild, brother, sister, aunt, uncle, first cousin, nephew or niece. This includes adopted, in-law and step-relatives.

***Insured:*** The person or persons named as an Insured in the Schedule. The terms "You" and "Your" are also used to refer to each Insured.

**Licensed Health Care Practitioner:** Any of the following who is not an Immediate 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.

**Lifetime Maximum:** This is the maximum amount of benefits the Policy will pay. The Schedule shows:

- > the amount that applies on the Policy Effective Date;
- > how it changes based on benefit payments and any Benefit Increases; and
- > how to determine when it is exhausted.

**Medicaid:** Any state medical assistance program under Title XIX of the Social Security Act as it is now and as it may be amended.

**Medicare:** The Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965 as then constituted or later amended.

**Nurse:** Someone who is licensed as a Registered Graduate Nurse (RN), Licensed Practical Nurse (LPN), or Licensed Vocational Nurse (LVN), and is operating within the scope of that license.

**Policy Anniversary Date:** The first day of each Policy Year while this Policy is in force, beginning with the second Policy Year.

**Policyholder:** The Insured designated as such in the Schedule. The Policyholder will receive Policy correspondence and is authorized to make Policy changes when two signatures are not otherwise required.

**Policy Year:** Each twelve-month period beginning with the Policy Effective Date shown in the Schedule.

**Qualified Long Term Care Services:** 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.

**Important Note:** To be eligible for payment under this Policy, it is not sufficient for services to be Qualified Long Term Care Services. Such services must also:

- > Be care or support services for which this Policy pays benefits; and
- > Satisfy all other requirements of this Policy for Benefit eligibility and payment.

**Representative:** A person designated by You or by a court of law to represent You.

**We, Us, and Our:** Genworth Life Insurance Company of New York. We are a stock life insurance company. Our Home Office is at [666 Third Avenue, New York, NY 10017.] Our Administrative Office for this Policy is at [3100 Albert Lankford Drive, Lynchburg, VA 24501].

**You and Your:** The person or persons named as an Insured or Insureds in the Schedule.

## BENEFIT PROVISIONS

### LIMITATIONS OR CONDITIONS ON ELIGIBILITY FOR BENEFITS

#### ELIGIBILITY FOR THE PAYMENT OF BENEFITS

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.

Our claims evaluation process is described in the Claims Provisions.

#### 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 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 Schedule, the specific Benefits and other provisions of this Policy.

#### DEFINITIONS

An *Activity of Daily Living* is one of the following: Bathing; Dressing; Eating; Continence; Toileting; and Transferring. These terms are defined in the Glossary.

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:
  - Short-term or long-term memory;
  - Orientation as to people, places, or time;
  - Deductive or abstract reasoning;
  - 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:
  - the type, frequency and duration of all services required to meet those needs;
  - the providers appropriate to furnish those services; and
  - an estimate of the appropriate cost of such services.

The Plan of Care must be updated as Your needs change. We must receive a copy of the Plan of Care upon its completion and each time it is updated. We retain the right to request periodic updates not more frequently than once every 30 days. We will make a copy of the current Plan of Care available to Your personal physician. No more than one Plan of Care may be in effect at a time.

## **PRIVILEGED CARE® COORDINATION SERVICES**

*This is an option You may choose to use when You become a Chronically Ill Individual.*

### **COVERED PRIVILEGED CARE COORDINATION SERVICES**

These services are intended to help identify care needs and community resources available to deliver care when You are a Chronically Ill Individual. We will pay for the services described below when You receive them while Your insurance is in force under this Policy. These services are furnished by a Privileged Care Coordination team provided by Us at Our expense; and will NOT count against any payment maximum.

Privileged Care Coordination Services will provide You with access to a team of qualified individuals which includes a Privileged Care Coordinator. The team will review Your specific situation and provide the following services:

- > Conduct assessments of Your functional and cognitive capabilities and personal need for care and services.
- > Work with You to identify specific services and care providers You require.
- > Develop and suggest an initial and subsequent Plans of Care to assist You in meeting Your needs.
- > Provide the initial and ongoing Current Eligibility Certifications.
- > Assist You in completion of initial claims forms.
- > Monitor Your care needs on an ongoing basis.
- > We should be contacted immediately when Privileged Care Coordination Services are desired. We will then make arrangements for You to begin to receive these services.

**Privileged Care Coordination Services Are Voluntary:** You are not required to use Privileged Care Coordination Services. However, when You do not use these Privileged Care Coordination Services We will not cover the expense for the services described above, including:

- > creating a Plan of Care;
- > providing a Current Eligibility Certification; and
- > assistance in coordinating care.

### **DEFINITION**

A **Privileged Care Coordinator** is a Licensed Health Care Practitioner, such as a Nurse, who:

- > is qualified by training and experience to assess and identify the long term care and support service needs of a Chronically Ill Individual;
- > develops Plans of Care;
- > provides Current Eligibility Certifications; and
- > meets standards satisfactory to the Company that pertain to quality assurance, reporting and record maintenance requirements.

### **ADDITIONAL FEATURE**

When Home Care is provided in accordance with a Plan of Care developed by a Privileged Care Coordinator:

- > We will count days for which Home Care Benefits are paid toward satisfying the Elimination Period; and
- > The Waiver of Premium Benefit applies.

### **PAYMENT LIMITATIONS**

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

## HOME CARE BENEFIT

### THE BENEFIT

We will pay for expenses You incur for care and support services defined below that, other than Hospice Care, are received while You are living at Home, and are provided by someone who normally does not reside in Your Home.

### DEFINITIONS

- > **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.

Providers of these services do not need to be affiliated with a home health care agency.

***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 Your 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 Your 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). Hospice Care can be provided in Your Home, or in a separate facility that is licensed or certified to provide Hospice Care by the State in which it is located.

### PAYMENT LIMITATIONS

Payment of this Benefit is subject to: the Lifetime Maximum; a calendar month payment minimum equal to \$25 multiplied by the number of days during that month for any month on which You receive Covered Care for which this benefit is payable; and the payment limits determined from the Schedule for this Benefit. No payment will be made under this Benefit for any period for which You are receiving Nursing Home Benefits, Assisted Care Facility Benefits, or Bed Reservation Benefits. Payment of this Benefit is not subject to, and days of Covered Care under it cannot be used to satisfy, the Elimination Period; except that days of Covered Care under this Benefit can be used to satisfy the Elimination Period when the care is received in accordance with a Plan of Care developed by a Privileged Care Coordinator.

## **RESPITE CARE BENEFIT**

### **THE BENEFIT**

When You receive Respite Care We will pay benefits under the Nursing Home Benefit, the Assisted Care Facility Benefit and the Home Care Benefit, without requiring You to satisfy the Elimination Period. Respite Care can be received in Your Home, or during a temporary stay in a Nursing Home or Assisted Care Facility.

### **DEFINITION**

*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 in Your Home. The Respite Care must be stated in, and furnished in accordance with, Your Plan of Care.

### **PAYMENT LIMITATIONS**

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

Payment of this Benefit is not subject to, and days of Covered Care under it cannot be used to satisfy, the Elimination Period.

## **CAREGIVER TRAINING BENEFIT**

### **THE BENEFIT**

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 LIMITATIONS**

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

Payment of this Benefit is not subject to, and days of Covered Care under it cannot be used to satisfy, the Elimination Period.

## EQUIPMENT BENEFIT

### **THE BENEFIT**

We will pay for expenses, including installation fees, labor and related costs, You incur for the purchase or rental of Supportive Equipment if:

- > The equipment is intended to assist You in living at Home by relieving Your need for direct physical assistance; and
- > Your Plan of Care states that it is expected that the equipment will enable You to remain at Home for at least 90 days after the date of purchase or first rental.

### **DEFINITION**

*Supportive Equipment* includes items such as the following:

- > Pumps and other devices for intravenous injection;
- > Ramps to permit movement from one level of a residence to another;
- > Grab bars to assist in toileting, bathing or showering; and
- > Stair lifts for going between levels of Your Home.

Supportive Equipment does not include either:

- > Equipment that will, other than incidentally, increase the value of the residence in which it is installed; or
- > Artificial limbs, teeth, medical supplies, or equipment placed in Your body, temporarily or permanently.

### **PAYMENT LIMITATIONS**

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

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

### THE 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 resident inpatients receiving similar care in that facility.

### DEFINITION

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 LIMITATIONS

Payment of this Benefit is subject to: the Lifetime Maximum; the Elimination Period; a calendar month payment minimum equal to \$50 multiplied by the number of days during that month for any month on which You receive Covered Care for which this benefit is payable; and the payment limits determined from the Schedule for this Benefit.

## ASSISTED CARE FACILITY BENEFIT

### THE BENEFIT

We will pay for expenses You incur for care and support services (including room and board, 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.

### DEFINITION

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 hospital or clinic.
- > A Nursing Home.
- > A sub-acute care or rehabilitation hospital or unit.
- > A place that operates primarily for the treatment of alcoholism, drug addiction, or mental illness.
- > 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.

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 LIMITATIONS

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

## **BED RESERVATION BENEFIT**

### **THE BENEFIT**

We will continue to pay benefits, or give Elimination Period credit, under the Nursing Home Benefit and the Assisted Care Facility Benefit while You:

- > Are temporarily absent during a stay in a Nursing Home or Assisted Care Facility; 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.

### **PAYMENT LIMITATIONS**

This Benefit is subject to the Lifetime Maximum and will apply to no more than the number of days (continuous or not) determined from the Schedule for this Benefit.

## **SUPPLEMENTARY CARE BENEFIT**

*For expenses not otherwise covered. Prior approval by Us is required.*

### **THE BENEFIT**

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).
- > Equipment in Your Home that is not covered under the Equipment Benefit.
- > 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 Lifetime Maximum; and all other provisions and conditions of this Policy.

## **WAIVER OF PREMIUM BENEFIT**

### **THE BENEFIT**

We will waive the premium payments for each coverage month that begins during a period for which benefits are paid or payable under either:

- > The Nursing Home Benefit or the Assisted Care Facility Benefit (after satisfying the Elimination Period);
- > The Home Care Benefit in accordance with a Plan of Care developed by a Privileged Care Coordinator (for which no Elimination Period is required); or
- > The Home Care Benefit after satisfying a qualifying period which is equal to the number of days in the Elimination Period stated in the Schedule. In determining when the qualifying period has been satisfied we will count:
  - Days used to satisfy the Elimination Period that occur while You are confined in a Nursing Home or Assisted Care Facility; and
  - Days for which the Home Care Benefit is paid.

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

### **PAYMENT LIMITATIONS**

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 Care Facility Benefit, or the Home Care Benefit.

This Benefit will also stop if a couple are covered under the Policy and the Insured who is receiving Covered Care that qualifies the Policy for a premium waiver: exhausts his or her maximum allowable benefits; and ceases to be eligible for further benefits under this Policy.

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 then 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.

## **SURVIVORSHIP BENEFIT**

### **THE BENEFIT**

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.

As used above, the terms "long term care insurance coverage" and "long term care benefits" include the four different classifications as described on page 6 of this Policy.

## INTERNATIONAL COVERAGE BENEFIT

### THE BENEFIT

We will pay for expenses You incur for care and support services (including room and board, but not prescription drugs) provided by an Out-of-Country Nursing Home while You are confined there as a resident inpatient.

This includes expenses for all levels of care (whether skilled, intermediate or custodial) provided by the Out-of-Country Nursing Home. The expenses must be consistent with the level of charges normally made for other inpatients receiving similar care in the Out-of-Country Nursing Home.

Payment of this Benefit is subject to the following conditions:

- > Payment will be in lieu of all other Benefits and reimbursement otherwise provided by this Policy for expenses incurred during the period for which payment is made under this Benefit.
- > We will not provide Privileged Care Coordination Services in connection with this Benefit.
- > The Waiver of Premium Benefit will not apply to any period for which payment is made under this Benefit.
- > We must receive proof, satisfactory to Us, that You have met all of the requirements stated in the Limitations or Conditions on Eligibility for Benefits section of the Benefit Provisions. At Your own expense You must obtain and furnish Us with complete documentation in English. Such documentation shall include, but is not limited to:
  - A Current Eligibility Certification.
  - A satisfactory Plan of Care prescribing the need for care due to Your being a Chronically Ill Individual.
  - Properly completed claims forms, billing statements, and supporting medical and care documentation.
  - A copy of Your passport, airline ticket or other proof acceptable to Us that You are outside the United States of America, its territories and possessions.
- > We may require that You provide Us with all of the above information at reasonable intervals. We will not require this more frequently than monthly.
- > Payment will only be made to You, in the lawful money of the United States of America. Any foreign exchange rate will be as determined by Us.

### DEFINITION

An *Out-of-Country Nursing Home* is an institution, not excluded below, that:

- > Is located outside the United States, its territories and possessions; and
- > Is a legally operated facility that is engaged primarily in providing continual (24 hours-a-day, every day) nursing care to all of its residents or inpatients; and
- > Satisfy all of the following Conditions.

**Conditions:** To satisfy this Out-of-Country Nursing Home definition, such facility, or separate portion, ward, wing or unit thereof, must at all times:

- > Provide such nursing care in accordance with the authority granted by a license or similar accreditation reasonably acceptable to Us that has been issued by the national or requisite political subdivision of the country in which it is located to provide the levels of care for which benefits would be payable under the Policy's Nursing Home Benefit;
- > Employ at least one full-time Graduate Nurse;

- > Have a Graduate Nurse on duty or on call in the facility at all times;
- > Have an awake employee on duty in the facility who is:
  - Trained and ready to provide its residents with scheduled and unscheduled care and services sufficient to support needs resulting from inability to perform Activities of Daily Living or Severe Cognitive Impairment; and
  - Aware of the whereabouts of the residents;
- > Provide 3 meals a day and accommodate special dietary needs;
- > Have arrangements with a duly licensed physician or Graduate Nurse to furnish medical care and services in case of an emergency;
- > Have the appropriate methods and procedures to provide necessary assistance to residents in managing prescribed medications; and
- > Have accommodations for at least ten (10) resident inpatients in that location.

For the purposes of this definition, a **Graduate Nurse** is a person who has:

- > Appropriately completed a nursing care training program; and
- > A current license to provide skilled nursing care to sick or infirm individuals under the direction of a licensed physician.

**Excluded Places:** The definition of an Out-of-Country 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.
- > 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 LIMITATIONS**

Payment of this Benefit is subject to: the Lifetime Maximum; the Elimination Period; and the payment limits determined from the Schedule for this Benefit. Payment for any period less than a full month will be pro-rated based on a 31-day month and the number of days for which payment is being made.

It should be noted that this Benefit falls within the Nursing Home Insurance Only category established by the New York Department of Insurance (as described on page 6).

## EXCLUSIONS AND LIMITATIONS

### EXCLUSIONS

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:
  - The Immediate Family Member is a regular employee of the organization that is providing the services; and
  - Such organization receives payment for the services; and
  - 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; except as described in the International Coverage Benefit.
- > 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

Subject to the Lifetime Maximum and payment limits determined from the Schedule, benefits will be paid only for expenses for Covered Care that are in excess of the amount paid or payable under Medicare (including amounts that would be reimbursable 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.

## **CLAIMS PROVISIONS**

*Let Us know once it appears You may be a Chronically Ill Individual, and then follow these procedures.*

### **YOUR DUTIES IN THE EVENT OF A CLAIM**

In case of a claim for benefits under the Policy, You or Your Representative must:

- > Notify Us of a claim as outlined below.
- > As often as We reasonably require:
  - Provide Us with records and documents We request and permit Us to make copies; and
  - Provide Us with a Recorded Statement or submit to an Examination Under Oath when and as required by Us in connection with any claim submitted on Your behalf.

A "Recorded Statement" is a telephone or personal interview which is recorded. An "Examination Under Oath" is a formal proceeding during which the person, under oath and in the presence of a court reporter, is questioned by Our representative regarding the presented claim.

### **YOUR ROLE IN THE CLAIMS PROCESS**

Early awareness by Our Claims Department will facilitate a timely claim review. You can help Us greatly in the claims process and at the same time begin early planning of Your Covered Care, by contacting Us as soon as it appears You may be a Chronically Ill Individual.

Let Us know if You choose to use the services of a Privileged Care Coordinator. When You do that We will make arrangements for a coordinator to contact You immediately and begin providing You with Privileged Care Coordination Services. Of course, Your Representative can also contact Us.

### **ASSISTANCE IN COMPLETING CLAIM FORMS**

You may call Us if You need any type of assistance during any phase of the claim process. When You use a Privileged Care Coordinator, We will work with that person to ensure that We understand Your condition, the prescribed Plan of Care, and any care and support services received.

### **TELLING US ABOUT A CLAIM**

**Notice of Claim:** We must be notified when You have a claim. The notice can be given to Us at Our Administrative Office or to Our agent. It must be received within 30 days of the date the covered loss starts, or as soon as reasonably possible. Include in the notice at least: Your name; the Policy Number (as shown in the Schedule); and an address to which the claim forms should be sent.

**Claim Forms:** When We get notice of claim We will send out the necessary forms to be used to file proof of loss.

The forms will tell You how to complete them and where to send them. Read them carefully. Answer all questions and send all required information to the address on the forms. This will assist Us in the evaluation of the claim so that We can determine the benefits for which You are eligible.

If You or Your Representative do not get the necessary claim forms from Us within 15 days, proof of loss can be filed without them by sending Us a letter which describes the occurrence, the character and the extent of the loss for which Your claim is made. That letter must be sent to Us at Our Administrative Office within the time period stated in the next paragraph.

**Proofs of Loss:** When this Policy provides for payment for continuing loss, written proof of the loss must be given to Us within 90 days after the end of each monthly period for which benefits may be payable. For any other loss, written proof must be given to Us within 90 days after such loss. If it was not reasonably possible to give Us written proof in the time required, We shall not reduce or deny a claim for being late if the proof is filed as soon as reasonably possible. Unless the claimant is not legally capable, the required proof must always be given to Us no later than 1 year from the time specified.

## **OUR EVALUATION CRITERIA; AND THE CLAIMS PAYMENT PROCESS**

**How We Evaluate Claims:** We will obtain information about You by working with You and Your personal physician. We will also consult with any Licensed Health Care Practitioners, agencies and other care providers You used. We will then review that information to determine eligibility for benefits. We reserve the right, as part of the review and at Our expense, to do an assessment or a physical examination of You. Similar reviews may be required, at reasonable intervals, to determine eligibility for continued benefits. We may use outside services to assist in evaluating Your condition.

On an on-going basis, We must receive updates to Your Plan of Care and Current Eligibility Certifications. We will also need a copy of Your Medicare Explanation(s) of Benefits (or similar form for other plans and programs subject to the Non-Duplication provision) to determine which expenses (if any) are excluded from coverage.

**Physical Examinations:** At Our expense, We have the right to require a medical examination when a claim is made and at reasonable intervals while continued benefits are being claimed.

**Time of Payment of Claim:** After We receive the proper written proof of loss, We will pay any benefits then due immediately; and at the end of each monthly period thereafter, when the loss is expected to result in on-going benefits.

**Payment of Claims:** Benefits will be paid to You. Any benefits unpaid at Your death may be paid to Your estate.

If benefits may be paid to Your estate, We may pay a portion of those benefits, up to \$1,000, directly to someone related to You by blood or marriage who is deemed by Us to be justly entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

We may pay all or a portion of any benefits for care or services You receive to the provider of the care or services, unless You direct Us to do otherwise in writing by the time proofs of loss are filed. We do not require that a particular provider provide the care or services.

**Assignment of Claims:** Subject to any written direction by You in the application or otherwise, all or a portion of any indemnities provided by this Policy on account of nursing services may, at Our option and unless You request otherwise in writing not later than the time of filing proofs of such loss, be paid directly to the facility or person rendering such services; however, it is not required that the service be rendered by any particular facility or person.

**Right to Recover Overpayments:** If We make payments which are in excess of the benefits payable under the Policy, We have the right to recover such excess from:

- > any person to whom, or for whom, or with respect to whom, such payments were made;
- > any organization which should have made such payments; and
- > future benefit payments, if any.

We will have the right to recover any benefits paid in error and any benefits paid as a result of fraudulent claims.

## APPEALING A CLAIM DECISION

We will inform You in writing if a claim, or any part of a claim, is denied.

**Appeal Process:** If You believe that Our decision on a claim is in error You may appeal; and We will reconsider the claim. If You wish to make such an appeal, You must send Us a brief note (no special form needed) that tells Us why You feel We should change Our decision. You may authorize someone else to act for You in this appeal process.

The note should include the names, addresses and phone numbers of any providers You think We should contact to learn more about the health and the care received by the person on whose behalf the claim was made. This would include the physicians, health care professionals and other care providers who treated You; and the facilities from which You received care, treatment, services, equipment or other items.

We will provide You with a written explanation of the reasons for any claim denial and make available all information directly related to that denial within 60 days of the date of any written claims appeal. We will immediately pay any benefits due as a result of Our reconsideration.

**Legal Actions:** You cannot sue on any claim before 60 days after proof of claim has been given to Us as required by this Policy. You cannot sue after 3 years from the time the written proof of loss is required to be given.

## **BASIC CONTRACT PROVISIONS**

### **THE CONTRACT**

**Entire Contract; Changes:** The entire contract between You and Us is as stated in this Policy, Your application and any papers We attach. No change in this Policy will be effective until approved by one of Our officers. That approval must be noted on or attached to this Policy. No agent has the authority to change this Policy or waive any of its provisions.

### **CONTESTING COVERAGE**

**Incontestability; Time Limit on Certain Defenses:** We issued this Policy based on information We were provided. Any incorrect or omitted material information in Your application may cause this Policy to be rescinded (voided) or a claim to be denied.

**Misstatements in the Application:** If there has been a misrepresentation, We may rescind (void) this Policy or deny an otherwise valid claim:

- > During the first 6 months this Policy is in force, if the misrepresentation was material to the acceptance of You for coverage; and
- > While this Policy has been in force for at least 6 months but less than 2 years, if the misrepresentation is both: material to the acceptance of You for coverage; and pertains to the conditions for which benefits are sought.

After this Policy has been in force for 2 years it will not be contestable upon the grounds of misrepresentation alone; and may be contested only upon a showing that You knowingly and intentionally misrepresented relevant facts relating to Your health.

If We pay any benefits under this Policy, the benefit payments will not be recovered by Us in the event this Policy is rescinded.

**Pre-Existing Conditions:** Except as permitted above, We will not reduce or deny any claim under this Policy because of a sickness or physical or medical condition that existed before this Policy's Effective Date.

### **OTHER PROVISIONS**

**Misstatement of Age:** If Your age was misstated in the application for this Policy, We will pay the benefits that the premiums paid would have purchased at Your true age. If, based on that true age, this Policy would not have become effective, We will only be liable for the refund of all premiums paid for this Policy.

**Governing Jurisdiction; Conformity with Statutes:** The laws of the State of New York govern this Policy. Any provision of this Policy which is in conflict with the statutes of such state, is hereby changed to conform with the minimum requirements of those statutes.

**Time Periods:** All time periods begin and end at 12:01 a.m. at Your residence.

**Non-Participating; Dividends Not Payable:** This Policy does not participate in Our profits or surplus earnings; has no cash values; and will not pay dividends at any time.

**No Cash Values, Borrowing, or Use as Collateral:** This Policy does not provide for a cash surrender value, or other money that can be: borrowed; or paid, assigned or pledged as collateral for a loan.

**Communications Through Electronic Means and other Technologies:** Other than written communications, We reserve the right to designate the form and means of all communications, notices or proofs required by the Policy. If we agree, You may contact Us about Your Policy using electronic means or other technologies. If You agree, We may contact You regarding the Policy using electronic means or technologies. Except where prohibited by state or federal law, electronic communication is equal to other communication methods. Information exchanged has the same legal effect, validity and enforceability.

## PREMIUM PROVISIONS

### PAYING PREMIUMS

**Due Dates:** The Premium Payment Mode shown in the Schedule states how often premiums are to be paid. After the First Premium, each premium is due at the end of the period for which the prior premium was paid.

**Currency:** All payment by or to Us will be in the lawful money of the United States of America. Any foreign exchange rate will be as determined by Us.

**Unpaid Premiums:** When a claim is paid, any premium due and unpaid will be deducted from the claim payment.

**Refund of Premiums Paid Beyond Your Death:** If the Policy terminates due to Your death, We will refund the pro rata portion of any premium paid for a period after Your death. The refund will be made within 30 days of Our receipt of written notice of Your death. It will be paid to Your estate.

**Limitations on the Refund of Premiums:** All refunds of premium or similar amounts under this Policy shall be applied as a reduction in future premiums or to increase future benefits. This does not apply to any refund on: Your death; a complete surrender of this Policy; or cancellation of this Policy.

### WHAT HAPPENS WHEN PREMIUMS ARE NOT PAID

**Grace Period and Unintentional Lapse Protection:** A grace period of 31 days will be granted for the payment of each premium falling due after the first premium, during which grace period this Policy shall continue in force before it lapses.

You have the right to designate someone else to receive notice of lapse or termination of this Policy for nonpayment of premium. Your Policy will not lapse or be terminated for nonpayment of premium unless We, at least 30 days before the effective date of the lapse or termination, have given notice to You and to those persons designated by You for the purposes of receiving notice of lapse or termination. Notice will be given by first class United States mail, postage prepaid; and notice may not be given until 30 days after a premium is due and unpaid. Notice shall be deemed to have been given as of five (5) days after the date of mailing.

Your application shows whom You have designated to receive these notices. At any time You can direct Us, in writing, to change Your designation and send the notices to someone else.

**Reinstatement:** This Policy will terminate if a renewal premium is not paid on time.

Later acceptance of all past due premiums by Us (or by an agent duly authorized by Us to accept such payment) without requiring an application for reinstatement will reinstate this Policy as of the date of premium acceptance.

If We or Our duly authorized agent require an application for reinstatement, and give You a conditional receipt for the premium, this Policy will be reinstated upon either: Our approval of the application; or, lacking such approval, the 45th day after the date of the conditional receipt, unless We give You prior written notice of Our disapproval of the application.

The reinstated policy will cover only expenses incurred as a result of covered losses that begin after the date of reinstatement. In all other respects Your rights and Our rights will remain the same; subject to any provisions noted on or attached to the policy as reinstated.

**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:

- > This Policy terminates due to non-payment of premiums (lapse); and
- > Within 7 months after termination We are given proof that You met the Eligibility for the Payment of Benefits requirements of this Policy.

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 this Policy and its riders had remained in force from the date of termination.

**Right to Reduce Coverage and Lower Premiums:** You have the right to reduce Your future premiums at any time by requesting that We delete an optional Benefit for which an additional premium is charged, or by decreasing Your Monthly Maximum or Lifetime Maximum amounts under the Policy. We may limit any reduction in coverage to plans or options available for this Policy form and those for which benefits would be available after consideration of claims paid or payable. The premium for the reduced coverage will be based on You're the age used to determine the premiums for the coverage in force. The reduced coverage will become effective as of the date the next premium is due following the date We receive Your written request, or a later premium due date specified in Your written request. If You request a decrease in coverage, You will not be required to provide proof of insurability.

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**Please keep this Policy in a safe place with Your other important documents.**

## **NONFORFEITURE BENEFIT RIDER**

*This Rider adds the following Nonforfeiture Benefit to the Benefit Provisions of the Policy.*

### **NONFORFEITURE BENEFIT**

#### **THE BENEFIT**

If the Policy terminates due to default in any premium payment (lapses) after the Policy has been in force for at least 3 years, the Policy will continue automatically with a reduced Lifetime Maximum. It will have the same Benefits, Elimination Period and other payment limits that were in effect at the time of lapse. These limits will not change thereafter. The amount of Your reduced Lifetime Maximum will be the greater of:

- > The maximum benefit amount applicable, at the time of default or lapse, under the Nursing Home Benefit for one month (30 days); or
- > 100% of the sum of all premiums actually paid and attributed to You for Your insurance under the Policy and any attached forms, including premiums paid prior to any change in benefits.

It will not be reduced by any benefits paid or payable for expenses incurred prior to the date of lapse.

The Policy will then be in a paid up status; with no further premium payments being required.

#### **PAYMENT LIMITATIONS**

The total amount We will pay under this Benefit and the Policy (while it was in force) is limited to the maximum amount that would have been paid if the Policy had remained in premium paying status.

#### **RIDER PROVISIONS**

**When this Rider is in Force:** This Rider has been issued based on Your application and payment of the required premium. It takes effect on the Policy Effective Date. It continues as long as: the Policy is in force; and the required premium has been paid on time.

**Premium:** The Policy premium shown in the Schedule reflects the cost of this Rider. The same conditions that apply to changing premiums for the Policy apply to changing premiums for this Rider. The premium for this Rider will be waived when the Policy premium is waived.

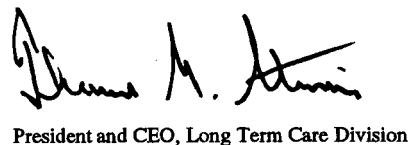
This Rider forms a part of the Policy to which it is attached.

In all other respects the provisions and conditions of the Policy remain the same.

**Signed for Genworth Life Insurance Company of New York.**



Secretary



President and CEO, Long Term Care Division

## **RESTORATION OF BENEFITS RIDER**

*This Rider adds the following to the Benefit Provisions of the Policy.*

### **RESTORATION OF BENEFITS PROVISIONS**

#### **THE BENEFIT**

Under this Rider We will restore the Policy's Lifetime Maximum to the amount that would have applied if no benefits had been paid under the Policy. Except as limited below, this applies whenever a period of 180 consecutive days elapses during which no Insured required, or received, either:

- > Substantial Assistance from another individual in performing at least two (2) Activities of Daily Living due to a loss of functional capacity; or
- > Substantial Supervision due to Severe Cognitive Impairment.

#### **PAYMENT LIMITATIONS**

This restoration will not apply when the Policy is in force under a Nonforfeiture Benefit.

In addition, if the Policy originally covered 2 people who were both Insureds under the Policy on the date of death of one Insured, the restoration will operate to restore only that portion of the Lifetime Maximum that was actually used by the surviving Insured and was not previously restored.

#### **RIDER PROVISIONS**

**When this Rider is in Force:** This Rider has been issued based on Your application and payment of the required premium. It takes effect on the Policy Effective Date. It continues as long as: the Policy is in force; and the required premium has been paid on time.

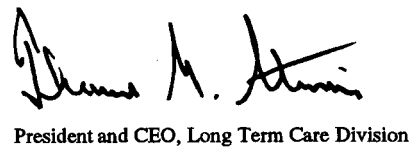
**Premium:** The Policy premium shown in the Schedule reflects the cost of this Rider. The same conditions that apply to changing premiums for the Policy apply to changing premiums for this Rider. The premium for this Rider will be waived when the Policy premium is waived.

This Rider forms a part of the Policy to which it is attached.

In all other respects the provisions and conditions of the Policy remain the same.

**Signed for Genworth Life Insurance Company of New York.**

  
Secretary

  
President and CEO, Long Term Care Division

## **ENHANCED SURVIVORSHIP BENEFIT RIDER**

*This Rider adds the following Enhanced Survivorship Benefit to the Benefit Provisions of the Policy.*

### **ENHANCED SURVIVORSHIP BENEFIT**

#### **THE BENEFIT**

If a couple have been insured under this Policy, or under 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 the Policy and all attached riders in force on the date of such death.

As used above, the terms "long term care insurance coverage" and "long term care benefits" include the four different classifications as described on page 6 of the Policy.

#### **PAYMENT LIMITATIONS**

This Benefit is in lieu of any Survivorship Benefit under the Policy.

#### **RIDER PROVISIONS**

**When this Rider is in Force:** This Rider has been issued based on Your application and payment of the required premium. It takes effect on the Policy Effective Date. It continues as long as: the Policy is in force; and the required premium has been paid on time.

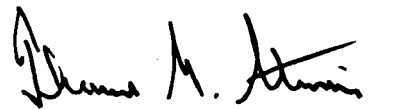
**Premium:** The Policy premium shown in the Schedule reflects the cost of this Rider. The same conditions that apply to changing premiums for the Policy apply to changing premiums for this Rider. The premium for this Rider will be waived when the Policy premium is waived.

This Rider forms a part of the Policy to which it is attached.

In all other respects the provisions and conditions of the Policy remain the same.

**Signed for Genworth Life Insurance Company of New York.**

  
Secretary

  
President and CEO, Long Term Care Division

## **RETURN OF PREMIUM UPON DEATH AFTER 10 YEARS RIDER**

*This Rider adds the following to the Benefit Provisions of the Policy to which it is attached.*

**Note Regarding Tax Law:** This benefit may have tax implications for Your estate or designated beneficiary. You may wish to consult a qualified tax professional.

## **RETURN OF PREMIUM UPON DEATH AFTER 10 YEARS BENEFIT**

### **THE BENEFIT**

This benefit provides a full refund of premium in the event You die:

- > While the Policy and this Rider are in force; and
- > After this Rider has been in force for at least 10 consecutive years.

The *Return of Premium Benefit Amount* will be equal to the premium actually paid (and not waived or refunded) for the Policy and all attached Riders, less the sum of all claims paid and payable for the Policy and all attached Riders.

This benefit will be paid to Your designated beneficiary. If no beneficiary is named or none survives You, this benefit will be paid to Your estate.

**Beneficiary Designations:** Unless You have named an irrevocable beneficiary, You have the right to name and change a beneficiary at any time by written request. It will take effect when received by Us or on the date You specify if later. The consent of any beneficiary will not be required for surrender or assignment of the Policy, change of beneficiary, or any other change.

### **PAYMENT LIMITATIONS**

We must receive written proof of Your death within one year of Your death. No payment will be made under this Rider if the amount of claims paid and payable exceeds the sum of premium actually paid. After benefits are paid under this Rider, payment for subsequent claims will be reduced by the amount paid under this Rider.

When benefits are paid under this Rider, there will be no return of premium under the Refund of Premiums Paid Beyond Your Death provision of the Policy.

### **RIDER PROVISIONS**

**When this Rider is in Force:** This Rider has been issued based on Your application and payment of the required premium. It takes effect on the Policy Effective Date and continues until it terminates.

**When this Rider Terminates:** This Rider terminates on the earliest of:

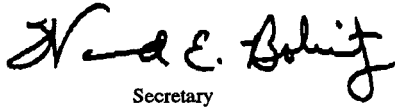
- > The end of the period for which Rider premium has been paid, subject to the Grace Period and Unintentional Lapse Protection provision of the Policy;
- > The date this Rider is terminated based on Your written request;
- > The date the Policy terminates; or
- > The date the Policy is converted to paid-up status in accordance with the Contingent Nonforfeiture Benefit, or any other Nonforfeiture Benefit.

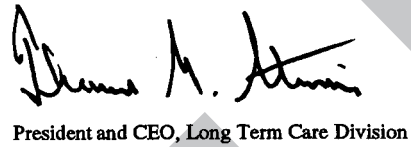
**Premium:** The Policy premium shown in the Schedule reflects the cost of this Rider. The same conditions that apply to changing premiums for the Policy apply to changing premiums for this Rider. The premium for this Rider will be waived when the Policy premium is waived.

This Rider forms a part of the Policy to which it is attached.

In all other respects the provisions and conditions of the Policy remain the same.

**Signed for Genworth Life Insurance Company of New York.**

  
Secretary

  
President and CEO, Long Term Care Division

SAMPLE

## **GRADED RETURN OF PREMIUM UPON DEATH RIDER**

*This Rider adds the following to the Benefit Provisions of the Policy to which it is attached.*

**Note Regarding Tax Law:** This benefit may have tax implications for Your estate or designated beneficiary. You may wish to consult a qualified tax professional.

### **GRADED RETURN OF PREMIUM UPON DEATH BENEFIT**

#### **THE BENEFIT**

This benefit provides a full or partial return of premium in the event You die:

- > While the Policy and this Rider are in force; and
- > Before the Policy Anniversary Date on which You are 75 years of age.

The *Return of Premium Benefit Amount* will be equal to the Covered Percent of premium actually paid (and not waived or refunded) for the Policy and all attached Riders, less the sum of all claims paid and payable for the Policy and all attached Riders.

The Covered Percent of premium depends on Your age in years on the Policy Anniversary coinciding with or immediately preceding Your death as shown below:

<b><u>Age at Death</u></b>	<b><u>Covered Percent</u></b>
65 or younger	100%
66	90%
67	80%
68	70%
69	60%
70	50%
71	40%
72	30%
73	20%
74	10%
75 or older	0%

This benefit will be paid to Your designated beneficiary. If no beneficiary is named or none survives You, this benefit will be paid to Your estate.

**Beneficiary Designations:** Unless You have named an irrevocable beneficiary, You have the right to name and change a beneficiary at any time by written request. It will take effect when received by Us or on the date You specify if later. The consent of any beneficiary will not be required for surrender or assignment of the Policy, change of beneficiary, or any other change.

#### **PAYMENT LIMITATIONS**

We must receive written proof of Your death within one year of Your death. No payment will be made under this Rider if the amount of claims paid and payable exceeds the sum of premium actually paid. After benefits are paid under this Rider, payment for subsequent claims will be reduced by the amount paid under this Rider.

When benefits are paid under this Rider, there will be no return of premium under the Refund of Premiums Paid Beyond Your Death provision of the Policy.

## RIDER PROVISIONS

**When this Rider is in Force:** This Rider has been issued based on Your application and payment of the required premium. It takes effect on the Policy Effective Date and continues until it terminates.

**When this Rider Terminates:** This Rider terminates on the earliest of:

- > The end of the period for which Rider premium has been paid, subject to the Grace Period and Unintentional Lapse Protection provision of the Policy;
- > The date this Rider is terminated based on Your written request;
- > The date the Policy terminates;
- > The date the Policy is converted to paid-up status in accordance with the Contingent Nonforfeiture Benefit, or any other Nonforfeiture Benefit; or
- > The Policy Anniversary Date coinciding with or next following the date You reach 75 years of age.

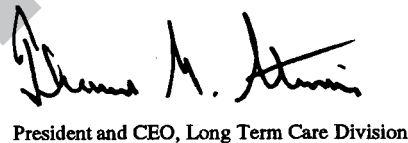
**Premium:** The Policy premium shown in the Schedule reflects the cost of this Rider. The same conditions that apply to changing premiums for the Policy apply to changing premiums for this Rider. The premium for this Rider will be waived when the Policy premium is waived.

This Rider forms a part of the Policy to which it is attached.

In all other respects the provisions and conditions of the Policy remain the same.

**Signed for Genworth Life Insurance Company of New York.**

  
Secretary

  
President and CEO, Long Term Care Division









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