

**Genworth Life Insurance Company of New York**

Administrative Office Address: 3100 Albert Lankford Drive, Lynchburg, Virginia 24501-4948  
 Phone: 1 800 456.7766

**Complete and retain for your records.**

**LONG-TERM CARE INSURANCE FOR TAX QUALIFICATION PURPOSES**

**NURSING HOME AND HOME CARE INSURANCE - REQUIRED DISCLOSURE STATEMENT**

Policy Forms 51012 Rev, 51012F Rev

<b>Coverage Selection</b>	<b>APPLICANT A</b>	<b>APPLICANT B</b>
Shared Coverage .....	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<b>For Shared Coverage the same choices must be made by both Applicants</b>		
Daily Maximum .....	\$ _____	\$ _____
Benefit Multiplier .....	_____	_____
Lifetime Maximum .....	_____	_____
<i>(With Shared Coverage there is One Limit for both Applicants)</i>		
Home Care Maximum as % of Daily Maximum .....	<input type="radio"/> 100% <input type="radio"/> 50%	<input type="radio"/> 100% <input type="radio"/> 50%
Elimination Period .....	_____ Days	_____ Days
Benefit Increases .....	<input type="radio"/> 5% Compound <input type="radio"/> 5% Equal <input type="radio"/> 3% Compound <input type="radio"/> None	<input type="radio"/> 5% Compound <input type="radio"/> 5% Equal <input type="radio"/> 3% Compound <input type="radio"/> None
Nonforfeiture Benefit .....	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Restoration of Benefits .....	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Survivorship .....	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Enhanced Survivorship .....	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Monthly Benefits .....	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Waiver of Home Care Elimination Period .....	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Return of Premium Upon Death .....	<input type="radio"/> After 10 Years <input type="radio"/> Graded <input type="radio"/> None	<input type="radio"/> After 10 Years <input type="radio"/> Graded <input type="radio"/> None

<b>Premium Data</b>	<b>APPLICANT A</b>	<b>APPLICANT B</b>
Annual Premium		
Basic Policy with any Benefit Increases .....	\$ _____	\$ _____
Optional Riders		
Nonforfeiture .....	\$ _____	\$ _____
Restoration of Benefits .....	\$ _____	\$ _____
Survivorship/Enhanced Survivorship .....	\$ _____	\$ _____
Monthly Benefits .....	\$ _____	\$ _____
Waiver of Home Care Elimination Period .....	\$ _____	\$ _____
Return of Premium Upon Death .....	\$ _____	\$ _____
Subtotal before Discounts .....	\$ _____	\$ _____
Anticipated Discounts (if any) .....	\$ _____	\$ _____
Total Annual Payment Mode Premium .....	\$ _____	\$ _____
Modal Premium (Total times Mode Factor below) .....	\$ _____	\$ _____
Annual Total of Modal Premiums		
(Modal Premium times 1, 2, 4 or 12) .....	\$ _____	\$ _____
How Long Premium Will Be Payable .....	<input type="radio"/> Lifetime <input type="radio"/> 10 Year <input type="radio"/> To Age 65	<input type="radio"/> Lifetime <input type="radio"/> 10 Year <input type="radio"/> To Age 65

**Premium Payment Mode Factors:** Annual: 1.0; Semi-annual: .51; Quarterly: .26; Monthly: .09 - requires Electronic Funds Transfer

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

**CAUTION.** The issuance of this nursing home and home care insurance Policy is based upon Your responses to the questions on Your application. A copy of Your application will be attached to Your issued Policy. If Your answers fail to include all material medical information requested, the company has the right to deny benefits or rescind Your Policy. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of Your answers are incorrect, contact the company at the Administrative Office Address shown above.

**NOTICE TO BUYER.** The Policy may not cover all costs associated with long term care incurred by the buyer during the period of coverage. The buyer is 62370NY 05/28/07

advised to review carefully all Policy limitations.

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

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

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

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

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

**5. NURSING HOME AND HOME CARE INSURANCE.** Policies of this category are designed to provide coverage for one or more necessary or medically necessary diagnostic, preventative, therapeutic, rehabilitative, maintenance, or personal care services, provided in a setting other than an acute care unit of a hospital, such as in a Nursing Home, in the community, or in the Home.

This Policy provides coverage in the form of reimbursement for covered long term care expenses. It is subject to Policy limitations, elimination periods, and other requirements. THIS POLICY DOES NOT PROVIDE LONG TERM CARE INSURANCE AS THAT TERM IS DEFINED BY THE NEW YORK STATE INSURANCE DEPARTMENT.

The New York State Department of Insurance has established different titles for this type of coverage based on the scope of benefits being provided. Those titles are: Nursing Home Insurance Only; Home Care Insurance Only; Nursing Home and Home Care Insurance; and Long Term Care Insurance (which has Nursing Home and Home Care coverage, a policy Daily Maximum of at least \$100 [\$70 outside the metropolitan area], covers home care for at least 50% of that amount, and has an optional Nonforfeiture Benefit).

### 6. BENEFITS PROVIDED BY THIS POLICY.

**Shared Coverage Provisions:** The following apply when a couple are insured under the same Policy:

- Separate and equal coverage: The Elimination Period and all other maximums and limits for each Benefit will apply separately to each Insured.
- Sharing the Lifetime Maximum: 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.
- 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 (365 times the Daily 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.

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.

There is a Limited Conversion Option available if Your relationship terminates

due to divorce, annulment, or final separation and Shared Coverage is no longer desired.

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

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

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

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

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

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

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

"Substantial Assistance" is either:

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

"Severe Cognitive Impairment" is a loss or deterioration in intellectual capacity that:

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

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

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

- Has been developed as a result of an assessment and incorporates any information provided by Your personal physician; and
- Has been prescribed by a Licensed Health Care Practitioner; and
- Fairly, accurately and appropriately addresses Your long term care and support service needs; and
- Specifies: (1) the type, frequency and duration of all services required to meet those needs; (2) the providers appropriate to furnish those services; and (3) an estimate of the appropriate cost of such services.

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

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

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

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

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

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

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

The *"Lifetime Maximum"* is the maximum amount of benefits the Policy will pay. Except when Compound Increases apply, the Lifetime Maximum is exhausted when the total of all benefits paid equals the applicable Lifetime Maximum including any Benefit Increases. When Compound Increases apply, the Lifetime Maximum available reduces as benefits are paid; increases when a Benefit Increase applies; and is exhausted when there is no remaining amount available.

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

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

**PRIVILEGED CARE® COORDINATION SERVICES:** This is an option You may choose to use when You become a Chronically Ill Individual. 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 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.

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.

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

**HOME CARE BENEFIT:** We will pay for expenses You incur for care and support services defined below that, 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.

- **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 the Home. Chore Services do not include any type of: residential upkeep, construction, renovation or routine home preservation (such as painting); lawn or yard care; snow removal; vehicle or equipment maintenance; or similar tasks.
- **Community Care:** This is Adult Day Care and Hospice Care as defined below.
  - **Adult Day Care:** This is a program for six or more individuals of social and health-related services provided during the day in a community group setting for the purpose of supporting frail, impaired elderly or other disabled adults who can benefit from care in a group setting outside the Home.
  - **Hospice Care:** This consists of services (not including prescription drugs) that are designed to provide palliative care to You or to alleviate Your physical, emotional and spiritual discomforts because You are experiencing the last phases of life due to a terminal disease (diagnosed with 6 months or less to live). 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 of this Benefit is subject to: the Lifetime Maximum; the Elimination Period; a payment minimum of \$25 for each day on which You receive Covered Care for which this Benefit is payable; and a calendar day maximum equal to Your Home Care Daily Maximum. 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.

**RESPIRE CARE 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.

*"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 of this Benefit is subject to the Lifetime Maximum; and this Benefit will be payable for no more than 21 days per Policy Year. Payment of this Benefit is not subject to, and days of Covered Care under it cannot be used to satisfy, the Elimination Period.

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

**EQUIPMENT 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.

*"Supportive Equipment"* is 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 of this Benefit is subject to: a lifetime maximum equal to 50 times the Daily Maximum; and the Lifetime Maximum of the Policy. Payment of this Benefit is not subject to, and days of Covered Care under it cannot be used to satisfy, the Elimination Period.

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

A *"Nursing Home"* is a facility, not excluded below, that is engaged primarily in providing continual (24 hours-a-day, every day) nursing care to all of its residents or inpatients in accordance with the authority granted by a license issued by the federal government or the State in which it is located. Such nursing care must be performed by or under the direct supervision of a Nurse; the facility must employ at least one full-time Nurse; and a Nurse must be on duty or on call in the facility at all times.

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

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

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

Payment of this Benefit is subject to: the Daily Maximum; a payment minimum of \$50 for each day on which You receive Covered Care for which this Benefit is payable; the Lifetime Maximum; and the Elimination Period.

**ASSISTED CARE FACILITY 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.

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

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

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

OR

- Provide such care and services in accordance with all applicable laws; and continuously meet all of the following requirements:
  - It maintains records for all care and services provided to each resident inpatient;
  - It has an awake employee on duty in the facility who is trained and ready to provide its resident inpatients with scheduled and unscheduled care and services sufficient to support needs resulting from inability to perform Activities of Daily Living or Severe Cognitive Impairment;
  - It has an awake employee who is aware of the whereabouts of the resident inpatients;
  - It provides, at a minimum, assistance with Bathing and Dressing;
  - It provides 3 meals a day and accommodates special dietary needs;
  - It has formal arrangements with a duly licensed physician or Nurse to furnish medical care and services in case of an emergency; and
  - It has the appropriate methods and procedures to provide necessary assistance to residents in managing prescribed medications.

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

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

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

**BED RESERVATION 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.

This Benefit is subject to the Lifetime Maximum; and will be payable for no more than 30 days per Policy Year.

**SUPPLEMENTARY CARE BENEFIT:** *(For expenses not otherwise covered. Prior approval by Us is required.)* 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.

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:** We will waive the premium payments for each coverage month that begins after You have satisfied the Elimination Period and during a period for which benefits are paid or payable under: (a) the Nursing Home Benefit; or (b) the Assisted Care Facility Benefit; or (c) the Home Care Benefit. This waiver applies to the entire premium for this Policy and all attachments.

This Benefit stops when You cease to receive Covered Care during any period for which benefits are paid under the Nursing Home Benefit, the Assisted 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 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.

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

**OPTIONAL RESTORATION OF BENEFITS RIDER:** *This is an optional rider for which an additional premium is charged.* It 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.

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.

**OPTIONAL SURVIVORSHIP BENEFIT:** *This is an optional rider for which an additional premium is charged.* It provides that if a couple have been insured under this Policy, or separate policies issued by Us, for at least 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 insurance benefits" include the four different classifications as described in item 5 of this disclosure statement.

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

- The survivor is insured under this Policy; and
- Both persons continuously had long term care insurance coverage in force with Us, other than under a Nonforfeiture Benefit, on the date of the deceased person's death and for at least the prior 7 year period; and
- Both persons were a couple with coverage that included a similar Enhanced Survivorship Benefit for the entire period of concurrent coverage; and
- We receive due written proof of such death.

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

As used above, the terms "long term care insurance coverage" and "long term care insurance benefits" include the four different classifications as described in item 5 of this disclosure statement.

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

**OPTIONAL WAIVER OF HOME CARE ELIMINATION PERIOD RIDER:**

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

**OPTIONAL RETURN OF PREMIUM UPON DEATH BENEFIT RIDERS:**

*A choice of these two optional riders is available for an additional premium.* Each rider provides a Benefit if You die while the Policy and rider are in force. 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. In calculating this Benefit, premiums considered are premiums actually paid and not waived or refunded. Claims considered are claims already paid or payable.

- **Return of Premium upon Death after 10 Years Benefit** pays a Return of Premium Benefit Amount equal to the total premium paid less claims if You have been insured for 10 years when You die.
- **Graded Return of Premium upon Death Benefit** considers Your age on Your most recent Policy Anniversary Date. If You are age 65 or younger when You die, We will pay a Return of Premium Benefit Amount equal to the total premium paid less claims. If age 66 when You die, We will pay an amount equal to 90% of the premium paid less claims. Each Policy Year thereafter, the percentage of premium considered is reduced by 10%. On the Policy Anniversary Date coinciding with or next following the date You reach age 75, the rider terminates, its benefits cease, and You are no longer charged the additional premium.

**Important Note about Return of Premium Benefits:** Return of Premium Benefits may have tax implications for Your estate or designated beneficiary. You may wish to consult a qualified tax professional.

## 7. LIMITATIONS AND EXCLUSIONS.

Pre-existing conditions are NOT excluded.

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

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

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

- Provided by an Immediate Family Member, unless: (1) the Immediate Family Member is a regular employee of the organization that is providing the services; and (2) such organization receives payment for the services; and (3) the Immediate Family Member receives no compensation other than the normal compensation for employees in her or his job category.
- For which no charge is normally made in the absence of insurance.
- Provided outside of the United States of America, its territories and possessions.
- Provided by or in a Veterans Administration or federal government facility, unless a valid charge is made to You or Your estate.
- Resulting, directly or indirectly, from:
  - War or act of war, whether declared or not.
  - Attempted suicide or an intentionally self-inflicted injury.
  - Your alcoholism or addiction to drugs or narcotics; but not addiction that

results from the administration of those substances in accordance with the advice and written instructions of a duly licensed physician.

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

**Non-Duplication:** Subject to the Lifetime Maximum and payment limits determined from the Policy, 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.

THIS POLICY MAY NOT COVER ALL THE EXPENSES ASSOCIATED WITH YOUR LONG TERM CARE NEEDS.

**8. RELATIONSHIP OF COST OF CARE AND BENEFITS.**

Because the cost of long term care services will likely increase over time, You should consider whether and how the benefits of this plan may be adjusted. At the time of application You may choose from several options that will increase Your benefits.

If You do not purchase a Benefit Increases option, You will need to provide satisfactory evidence of insurability to later increase coverage. If You elect Benefit Increases, premiums will be higher; but they will not increase due to a change in age or the automatic benefit increases.

At the end of this outline are descriptions of available increase options and a graphic comparison of the benefit levels of policies that increase benefits over the policy period with a policy that does not increase benefits. A similar graphic comparison illustrates premiums for those types of policies.

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

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

**WAIVER OF PREMIUM:** The Policy includes a premium waiver as described in the Waiver of Premium Benefit.

**10. PREMIUM.** The top of this outline shows the annual premium for: the base Policy and any chosen benefit options; Your premium payment mode; and the corresponding modal premium.

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

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

**11. ADDITIONAL FEATURES.** As described above, there is an optional Nonforfeiture Benefit. Applications are subject to medical underwriting; and are approved only if We are provided evidence of insurability which is satisfactory and acceptable to the company. Insurance is not available to those who are 80 years of age or older when applying.

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

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

**Continuation for Lapse Due to Alzheimer’s Disease and Other Forms of Cognitive or Functional Impairment:**

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

**AVAILABLE BENEFIT INCREASE OPTIONS**

The following options are available to provide automatic increases in Your Daily Maximum. Except as stated for Equal Increases, the *remaining* Lifetime Maximum will increase by the same percentage that the Daily Maximum increases.

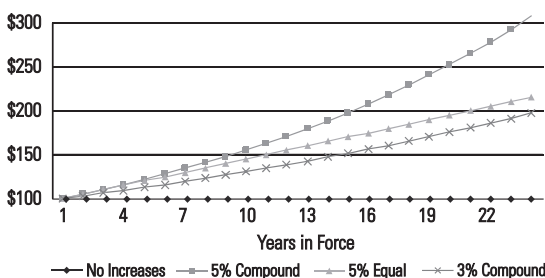
**No Increases:** Your coverage will not increase over time.

**5% Compound:** On each Policy Anniversary Date Your Daily Maximum will increase by 5%.

**5% Equal:** On each Policy Anniversary Date Your Daily Maximum and Lifetime Maximum will each increase by 5% of the original Daily Maximum and Lifetime Maximum applicable on the Policy Effective Date.

**3% Compound:** On each Policy Anniversary Date Your Daily Maximum will increase by 3%.

**Growth of Daily Maximum – Issue Age 55**



**Annual Premium Issue Age 55 – No Discounts – 90 Day Elimination Period \$100 Daily Maximum – 4 Year Benefit Period**

