

# SINGLE PREMIUM ANNUITY

Genworth Life Insurance Company  
Administrative Office  
Lynchburg, Virginia  
A Stock Company


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The Company will pay the Payee the Annuity Payments specified in the Schedule. Any payment is subject to the provisions of this Contract.

The consideration for this Contract is the payment of the Single Premium on or before contract delivery.

Within 20 days after its delivery, the Owner may return this Contract by delivering it or mailing it to the Company or to any agent of the Company. Immediately upon delivery or mailing, this Contract will be deemed void from the beginning. Any premium received by the Company, less any payments made, will be returned to the premium payor.

The Company's home office is located in Wilmington, Delaware. The Company's administrative office is located in Lynchburg, Virginia. This Contract was signed at the administrative office on the Contract Date.



President



Secretary

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**SINGLE PREMIUM ANNUITY**  
Annuity Payments Specified In Schedule  
Annuity Plan Shown In Schedule  
Nonparticipating – No Dividends

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Annuitants(s) John Doe

1234567 Contract Number

Single Premium 100,000

04/25/05 Contract Date

This Contract is a legal contract between the Owner and Genworth Life Insurance Company.

READ THIS CONTRACT CAREFULLY.

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**SCHEDULE**

**Owner**      **Jane Doe**

**First Payment Date**   **01/05/05**

**72M Age of Annuitant(s)**

**Annuity Plan**      **Lifetime Income with Period Certain**

**Annuitant(s)**      **John Doe**      **1234567**      **Contract Number**

**Single Premium**      **\$100,000.00**      **04/25/05**      **Contract Date**

**SCHEDULE (Continued)**

**The Annuity Payments to be made under this Contract and the Payee are as follows:**

**The Annuity Payment is to be paid to the Payee each Modal Period beginning and ending on the dates specified and continues to be paid to the Payee each Modal Period after the Ending Date for as long as the Annuitant lives.**

<b>Payee</b>	<b>Annuity Payment</b>	<b>Beginning Date</b>	<b>Ending Date</b>	<b>Payment Mode</b>
<b>Jane Doe</b>	<b>\$500.00</b>	<b>05/25/05</b>	<b>05/25/15</b>	<b>Monthly</b>

## DEFINITIONS

<b>AGE</b>	An Annuitant's age nearest birthday on the Contract Date. Age is shown in the Schedule.
<b>ANNUITANT</b>	A Person on whose life expectancy any life contingent Annuity Payments are based. This term includes the Primary Annuitant.
<b>ANNUITY PAYMENTS</b>	The series of periodic payments that are scheduled to begin on the First Payment Date.
<b>ANNUITY STARTING DATE</b>	The first day of the first Modal Period.
<b>BENEFICIARY</b>	A Person or entity designated to receive Annuity Payments only after all Payees have died or ceased to exist.
<b>COMPANY</b>	Genworth Life Insurance Company
<b>CONTRACT DATE</b>	The date this Contract became effective.
<b>MODAL PERIOD</b>	The period during which an Annuity Payment is scheduled to be made. The length of a Modal Period is based on the Payment Mode. The Payment Mode for each Annuity Payment is shown in the Schedule.
<b>NOTICE</b>	A written notice received at the Company's administrative office in Lynchburg, Virginia in a form acceptable to the Company.
<b>OWNER</b>	A Person or entity designated to exercise the ownership rights stated in this Contract.
<b>PAYEE</b>	A Person or entity designated to receive Annuity Payments. Payees whose respective shares have not been designated will share equally.
<b>PAYMENT DATE</b>	The date on which an Annuity Payment is scheduled to be made. The First Payment Date is shown in the Schedule.
<b>PAYMENT MODE</b>	The frequency at which Annuity Payments will be made.
<b>PERSON</b>	A living individual.
<b>PRIMARY ANNUITANT</b>	The Person the events in whose life are of primary importance in affecting the Annuity Payments.
<b>PROOF</b>	Evidence acceptable to the Company for any matter that requires evidence.
<b>SPOUSE</b>	The Person lawfully married to the Owner as determined under the laws of the jurisdiction in which the Owner is then domiciled.

## GENERAL PROVISIONS

### THE CONTRACT

The entire contract consists of this Contract, including any applicable endorsements and riders.

Only the Secretary of the Company or an officer of the Company at or above the level of Senior Vice President can change or waive a contract provisions. Any change or waiver must be made in writing.

### ASSIGNMENT

The Company is not responsible for the validity, effect, or tax treatment of any assignment of this Contract. No assignment will bind the Company until it has been recorded at the administrative office.

### INCONTESTABILITY

This Contract is incontestable.

### MISSTATEMENT

If an Annuitant's age or sex has been misstated, the Company will adjust the amount payable to that amount which the single premium paid would have purchased based on the correct information.

Overpayments by the Company will be charged against any remaining Annuity Payments to the extent of the remaining Annuity Payments. Any one who receives Annuity Payments will be liable to the Company for the difference between the amount of any overpayments made and the amount of remaining Annuity Payments to be made. Annuity Payments will resume after the overpayment is made up. Underpayments by the Company will be made up immediately.

Overpayments and underpayments will not be made up with interest.

### NONPARTICIPATING

This Contract does not share in any distribution of surplus. No dividends are payable.

### SPENDTHRIFT TRUST

Annuity Payments are held in trust for a Payee and, to the extent permitted by law, are not subject to the claims of that Payee's creditors or to any legal process against that Payee. Any payment to be made to a Payee may not be assigned, transferred, commuted, or encumbered by that Payee except as specifically stated in this Contract.

### PAYMENTS

All Annuity Payments are specified in the Schedule. Annuity Payments may not be advanced, accelerated, or commuted except as specifically stated in this Contract. Annuity Payments will not be made in amounts less than one hundred dollars (\$100.00) per Payee. The Company may use a less frequent Payment Mode to make Annuity Payments at least equal to this minimum.

All Annuity Payments will be made in U.S. dollars. The Company reserves the right to refuse to send Annuity Payments to an address other than a U.S. address.

An Owner assumes all responsibility for claims against the Company arising out of any Annuity Payments made as directed by that Owner. An Owner will hold the Company harmless and will indemnify and defend the Company for such claims.

Anyone who receives Annuity payments that should not have been made will be liable to the company for the amount of those payments.

Proof of the death of an Annuitant or Payee must be furnished to the administrative office. The Company has the right before making each Annuity Payment to require Proof that an Annuitant or Payee is living on the Payment Date.

With respect to any life contingent Annuity Payments, no payment will be made for the period between the date of the last surviving Annuitant's death and the Payment Date immediately preceding the date of death.

The Company is not required to verify the validity or effect of a trust, the scope of a trustee's authority, or a trust's use of payments according to the terms of the trust agreement. Payment made to a trust will release the Company of all contractual obligations to the extent of the payment.

## **ANNUITY PLAN**

This Contract is issued on the Annuity Plan shown in the Schedule. This Contract has no cash surrender value.

If the Annuity Plan shown in the Schedule is "Certain Income," Annuity Payments were determined without regard to an Annuitant; therefore, any language or information in this Contract regarding an Annuitant is not applicable when this Contract is issued on that Annuity Plan.

## **OWNER, PAYEE AND BENEFICIARY**

### **RIGHTS OF OWNER**

An Owner has the right to change the designations of Owner, Payee, and Beneficiary while this Contract is in effect. This right is subject to the consent of any irrevocable Payee or Beneficiary and to the terms of any collateral assignment.

### **RIGHTS OF SUCCESSION**

When an Owner dies, each surviving Owner will succeed to the ownership rights of that deceased Owner. If no Owner survives:

- each surviving Payee will become an Owner of this Contract. If no Payee survives, then
- each surviving Beneficiary will become an Owner. If no beneficiaries survive, then
- the estate or successors of the last Owner to die will become the Owner.

Each Beneficiary or estate or successor who becomes an Owner of this Contract will also become a Payee.

If more than one Owner dies and there is not sufficient evidence to establish which Owner died first, the Owners will be deemed to have died at the same time.

**(Continued)**

## **OWNER, PAYEE AND BENEFICIARY (Continued)**

### **DESIGNATION CHANGES**

Notice of any change in designation of an Owner, a Payee, or a Beneficiary is required. If any Owner designation is changed, any existing revocable Payee and Beneficiary designations are automatically revoked. The new designation will then take effect as of the date the Notice was signed.

A change does not affect any payment made or other action taken by the Company before the Notice is received.

### **COMPLIANCE**

#### **DEATH OF OWNER – COMPLIANCE WITH I.R.C. SECTION 72(s)**

##### **Death Before Annuity Starting Date**

If an Owner dies before the Annuity Starting Date, the entire interest in this Contract must be paid within five years after the date of that Owner's death. However, each Person who is or becomes an Owner in accordance with the Rights of Succession section may elect to have his or her interest paid as follows with payments beginning within one year after the date of death:

- over his or her lifetime; or
- over a period not exceeding his or her life expectancy.

If this Person is the Spouse and becomes the sole Owner, he or she may also elect to continue this Contract.

If an Owner is not a Person and the Primary Annuitant dies before the annuity Starting Date, the entire interest in this Contract must be paid within five years after the date of the Primary Annuitant's death.

Proof of an Owner's death or the Primary Annuitant's death must be submitted to the Company.

##### **Death On or After Annuity Starting Date**

If an Owner (or the Primary Annuitant if an Owner is not a Person), dies on or after the Annuity Starting Date, any remaining Annuity Payments will be made at least as rapidly as they were being made when that Owner died.

### **GENERAL**

This Contract is intended to comply with the following:

- the laws of the state in which it was delivered; and
- Section 72 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated under Section 72.

If any part of this Contract is found to be invalid, the other parts will remain in effect.

**SINGLE PREMIUM ANNUITY  
Annuity Payments Specified In Schedule  
Annuity Plan Shown In Schedule  
Nonparticipating – No Dividends.**