

GENWORTH LIFE INSURANCE COMPANY

A Stock Insurance Company (herein called We, Us and Our)
Administrative Office: P.O. Box 64010, St. Paul, MN 55164-0010 Phone Number 800-416-3624

GROUP LONG TERM CARE INSURANCE POLICY (“Group Policy”)

DECLARATIONS

Policyholder: XYZ Employer

Group Policy Number: XXXXXX

Group Policy Effective Date: January 1, 2016

Group Policy Issued In: California

Group Policy Anniversary Dates: January 1 of 2017 and each succeeding year

Premium Due Dates: The Group Policy Effective Date and the first day of each succeeding month]

This Group Policy is issued in consideration of payment of any required Premium, as stated in the Premium Rate Schedule, and any applicable Application. We will provide Coverage to the Policyholder and any Insured in accordance with the terms, provisions and conditions of this Group Policy and its Certificate(s).

This Group Policy becomes effective on the Group Policy Effective Date. All time periods under this Group Policy start and end at 12:01 a.m. Eastern Time in the United States.

Signed for Genworth Life Insurance Company.

Secretary

Senior Vice President

NOTICES: PLEASE READ CAREFULLY!

This Group Policy, and any Certificate(s) issued hereunder, may not cover all of the costs associated with long term care incurred during the period of Coverage. The buyer is advised to review carefully all Policy limitations.

Neither this Group Policy, nor any Certificate issued hereunder, is a Medicare Supplement Policy. If a person is eligible for Medicare, the Guide to Health Insurance for People with Medicare is available from Us for review.

TAX DISCLOSURE: This Group 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 by the Health Insurance Portability and Accountability Act of 1996 - Public Law 104-191).

NOTE: The Insurance Department, or similar regulating body, of the State in which this Group Policy is issued does not in any way warrant that this Group Policy meets the requirements of Section 7702B(b) of the Internal Revenue Code of 1986, as amended.

The Group Policy is non-participating.

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GENERAL DEFINITIONS

This section provides the definitions of words used in this Group Policy that have a special meaning when applied to this Group Policy. Additional definitions may also appear in this Group Policy where they can assist Policyholder in understanding related text. To help Policyholder recognize defined terms, they are printed in **bold** where they are defined and the first letter of each word is capitalized wherever it appears.

Application means the written or electronic form(s) provided by Us and completed and signed, in written or electronic form, by Policyholder.

Benefits mean each of the benefits identified in the Certificate's Schedule under "Benefits and Services Provided." Benefits may change in accordance with the terms of the Certificate.

Certificate means the certificate issued to each Insured under this Group Policy, including all applicable Application(s), and any riders, endorsements, amendments and attachments. It evidences Coverage an Insured has under this Group Policy, including Continuation Coverage described in the Period of Coverage section.

Coverage means the Benefits available to an Insured under the Group Policy, as evidenced by the Insured's Certificate.

Covered Care means those Qualified Long Term Care Services for which Benefits are payable, or would be payable in the absence of an Elimination Period or payment limits.

Covered Expenses means costs an Insured incurs for Covered Care. Each Benefit under the Certificate defines the Covered Expenses under that Benefit. An expense is considered to be incurred on the day on which the care, service or other item forming the basis for it is received by the Insured.

Direct Billed means the obligation an Insured has to pay any Premium directly to Us or Our administrator in order to maintain Coverage under the Insured's Certificate when the Policyholder is not paying Premium on the Insured's behalf.

Elimination Period means the length of time, as determined in an Insured's Schedule before the Insured is entitled to Benefits under the Coverage. The Insured's Schedule describes how the Elimination Period is satisfied and whether it is based on calendar days or days on which an Insured receives Covered Care. Each Benefit provided for under the Certificate states the extent to which Coverage is subject to the Elimination Period.

Days used to satisfy the Elimination Period do not need to be consecutive; and can be accumulated over time. Once satisfied, an Insured will never have to satisfy a new Elimination Period for Coverage.

Covered Care an Insured receives and related Covered Expenses that are otherwise excluded from Coverage because of the Non-Duplication or Coordination With Other Coverage provisions as provided for in the Certificate may be used to satisfy this requirement.

Group Policy means the policy issued under the Group Policy Number shown on the Declarations page of this Group Policy.

Insured means each individual that is issued a Certificate under this Group Policy.

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

Policyholder means the entity named as the Policyholder on the Declarations page of this Group Policy.

Premium means the premium identified in the Premium Rate Schedule, as attached to the Schedule of Exhibits of this Group Policy, or where noted, as reflected in the Schedule of an Insured's Certificate. Premium may change in accordance with the terms of this Group Policy.

Premium Due Date means the end of the period for which a Premium payment provides Coverage and the date on which Premium is due to be paid to Us.

Qualified Long Term Care Services means necessary diagnostic, preventive, therapeutic, curing, treating, mitigating, 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.

As used above, "maintenance or personal care services" means any care the primary purpose of which is the provision of needed assistance with any of the disabilities as a result of which an Insured is Chronically Ill. This includes protection from threats to health and safety due to Severe Cognitive Impairment.

Note: To be eligible for Coverage it is not sufficient for the care and services to only be Qualified Long Term Care Services. Such care and services must also meet the definition of Covered Care.

Schedule means the section of an Insured's Certificate that states an Insured's Coverage features and limits as of the original Certificate Effective Date, and as may be changed over time. Changes in an Insured's Schedule may be made by rider.

Spouse or Partner means the person to whom an Insured:

- is joined by marriage; or
- is joined by a relationship legally recognized under State law as entitled to the same rights and benefits of married persons; or
- live in a committed relationship acceptable to the employer. The Insured and such person cannot be joined to anyone else by: (a) marriage; or (b) a relationship legally recognized under State law.

State, unless otherwise indicated, refers to the District of Columbia, any territory or possession of the United States, or any one of the 50 states (or commonwealths) within the United States.

Unearned Premium equals A multiplied by [B divided by C] ($A \times [B/C]$), where:

A = The total Premium paid during the Coverage Period.

B = The number of days remaining in the Coverage Period after the Insured's Coverage has ended.

C = The total number of days in the Coverage Period.

The amount of Unearned Premium will be rounded to the nearest penny. There is no Unearned Premium for Coverage which has become paid-up.

As used above, **Coverage Period** is the period that begins on the most recent Premium Due Date and ends on the next Premium Due Date.

United States includes all fifty (50) States, the District of Columbia and any territory or possession recognized by the United States as a territory or possession of the United States.

We, Us, Our and the **Company** mean Genworth Life Insurance Company.

GENERAL PROVISIONS

Contract

This Group Policy constitutes the entire contract between the Policyholder and Us. While this Group Policy is in force, it determines governing contractual provisions between the Policyholder and Us. No change in the Group Policy or this Group Policy is valid until and unless approved in writing by one of Our officers. That approval must be noted on, or attached to, this Group Policy. No agent or producer has the authority to change the Group Policy, or any Certificate, or waive any of their provisions.

Payment of Premium following:

- a change to Coverage requested by Policyholder; or
 - a change in Premium as provided in Our Right to Change Premiums provision;
- shall constitute acceptance by Policyholder of any such change.

The Group Policy consists of:

- the Declarations page;
- the Table of Contents page;
- the General Definitions,
- these General Provisions;
- the Premium Provisions;
- the Discontinuance Provisions
- the Group Policy's Application(s) and any supplements thereto;
- any Group Policy Riders and Endorsements;
- the Schedule of Exhibits, which includes the Group Policy Eligibility Schedule(s), Benefits Master Schedule(s), Premium Rate Schedule(s) and all applicable Certificate form(s), Riders and Endorsements.

Governing Jurisdiction

The Group Policy is governed by the laws of the State where this Group Policy is issued, as stated in the Declarations page of this Group Policy.

Incontestability/Misstatements

We will not contest the validity of the Group Policy after it has been in force two (2) years, except for nonpayment of Premium. Benefits We pay will not be recovered by Us if the Group Policy is rescinded.

We may also have the right to deny benefits or rescind an Insured's Coverage as provided for in the Misstatements and Incontestability provision of the Insured's Certificate.

Certificates

We will furnish an individual Certificate for delivery to each Insured. The Certificate will include a description of the following:

- the Benefits and Coverage available;
- Premium and renewal requirements;
- the applicable exclusions and limitations;
- information regarding filing a Claim for the payment of Benefits;
- other important information regarding the Coverage .

Non-Participating; Dividends Not Payable

This Group Policy does not participate in Our profits or surplus earnings; has no cash values; and will not pay dividends at any time.

Coverage Under The Group Policy

This Group Policy is issued to the Policyholder, whose acceptance is evidenced by the signed Application for this Group Policy and payment of any required Premium. No Coverage under this Group Policy shall take effect:

- unless it is approved by Us in writing;
- before the Group Policy Effective Date stated in the Declarations page; nor
- after the date We cease to offer such Coverage under this Group Policy as provided in the Discontinuation Provisions.

Information To Be Furnished

The Policyholder and each Insured will furnish Us with all information, which We reasonably require from time to time, related to the Coverage provided and any reporting requirements imposed under applicable law. This includes information that will enable Us to determine Premium and an Insured's eligibility for Coverage.

The Policyholder will allow Us to inspect all documents, books and records which relate to Premium, eligibility for Coverage, and an Insured's Coverage under this Group Policy.

On, or prior to January 31st of each year, We will furnish copies of any information We are required to report to the Internal Revenue Service. The information:

- will be given to each Insured where Benefits have been paid during the preceding year; and
- will show the aggregate amount of Benefits paid to an Insured.

We may also prepare and report other information required by law or regulation.

Group Policy Changes

The Group Policy may be changed at any time by written agreement between the Policyholder and Us without the consent of any other person. No change in this Group Policy is valid until and unless approved in writing by one of Our officers. That approval must be noted on, or attached to, this Group Policy. No agent or producer has the authority to change the Group Policy or any Certificate or waive any of their provisions. We may amend this Group Policy unilaterally, without Policyholder's written consent, if:

- the Policyholder has made a written request to amend this Group Policy and We have agreed to such amendment;
- the amendment is required so that this Group Policy will conform to any law, regulation or ruling of:
 - any State that affects this Group Policy or any Insured covered under the Group Policy; or
 - the federal government.
- We change the Premium in accordance with the terms of this Group Policy.

Persons Eligible for Coverage

A person who is a member of an Eligible Class defined in the Group Policy Eligibility Schedule attached to this Group Policy can apply for the Coverage available for such Eligible Class under this Group Policy. The person must apply for Coverage while a member of his or her Eligible Class. We must be provided with proof of insurability, in a form and manner We specify and that is satisfactory to Us.

If the information provided to Us by Policyholder or an Insured incorrectly identifies a person as being eligible, We have the right to deny benefits or rescind that person's Coverage as provided for in the Clerical Error and Misstatement of Eligibility provision.

Coverage Limitation

We reserve the right to limit the initial Coverage amounts for an Insured based on Our maximum issue limits in effect at the time the Certificate is issued, as determined from the Benefits Master Schedule. These limitations may take into consideration other coverage the Insured may have under another long term care insurance policy or certificate.

Conformity With Internal Revenue Code

If on its effective date, this Group Policy does not comply with the requirements of Section 7702B(b) of the Internal Revenue Code of 1986, it will be treated as if it had been changed to comply with those requirements. We will inform the Policyholder (and when applicable, each Insured) in writing of any required change in the provisions of this Group Policy.

Currency

All payments by, or to, Us will be in the lawful money of the United States of America.

No Cash Values, Borrowing, Or Use As Collateral

Coverage provided under this Group 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 Or Other Technologies

We reserve the right to designate the form and means of all communications, notices or proofs required by this Group Policy or any Certificate. If We agree, the Policyholder or an Insured may contact Us about this Group Policy using electronic means or other technologies. If the Policyholder or an Insured agrees, We may contact the Policyholder or Insured regarding this Group Policy or the Certificate using electronic means or other technologies. Except where prohibited by State or federal law, electronic communications have the same legal effect, validity and enforceability as other forms of communication.

Clerical Error and Misstatement of Eligibility

Clerical error, misstatement as to an Insured's eligibility, or delays in making entries on the records by Policyholder or Us:

- will not void an Insured's Coverage if an Insured's Coverage would otherwise have been in effect; and
- will not cause an Insured to become insured if they are otherwise not eligible; and
- will not extend Coverage if Coverage would otherwise have ended or been reduced.

If a clerical error or misstatement is found, Premium and/or Benefits will be adjusted based on the true facts and the provisions of this Group Policy or the Certificate.

PREMIUM PROVISIONS

Premium Rates

The initial Premium rates appear in the Premium Rate Schedule attached to this Group Policy. They can be changed as shown in these Premium Provisions. Premium for each Insured will be based on his or her age as shown in the Insured's Certificate.

Payment Of Premiums And Grace Period

The total Premium due on any Premium Due Date will be the sum of the Premiums due for the Coverage provided for all Insureds. The Policyholder is responsible for submitting all Premium except those for Insureds who are Direct Billed. Insureds who are Direct Billed, must pay their Premium directly to Us or Our insurance administrator as specified in the Insured's Certificate. When the Policyholder is responsible for paying Premium, Premium must be paid within 31 days of the Premium Due Date. If Premium is not paid within the specified period, the Grace Period provisions will apply.

Premiums will be determined in accordance with the Premium Rate Schedule.

Grace Period

The Grace Period is the period of time specified below during which any unpaid Premium payment, after the First Premium, must be paid in order to keep this Group Policy from being discontinued in accordance with the Discontinuance Provisions. This Group Policy will remain in effect during the Grace Period; however, Our failure to receive due and unpaid Premium by the end of the Grace Period will result in discontinuance of this Group Policy as of the Premium Due Date.

If on the Premium Due Date, the Premium payment has not been received by Us, the Grace Period will begin. After a period ending 31 days following the Premium Due Date, We will send a written notice of Discontinuance for non-payment of Premium to Policyholder at the address Policyholder has provided. This notice will explain that a Premium payment has been missed; and will show the Premium amount that the Policyholder must pay no later than the end of the Grace Period so that this Group Policy is not discontinued in accordance with the Discontinuance Provision. This notice will provide an additional 35 days from the date the written notice was mailed to pay any due and unpaid Premium.

Right To Change Premium

We reserve the right to change Premium on or after any of the following dates:

- the date there is a change in benefits or eligibility for benefits under this Group Policy;
- the date there is a change in: benefits; the terms of Coverage; eligible classes; or a change in the terms of the Group Policy required by any law, regulation, judicial or administrative order or decision, including, but not limited to, changes in rating practices;
- the date We determine an increase is applicable when the change is required because of a change in the factors bearing on the risk assumed, or Our estimates for future cost factors;
- the date We determine an increase is applicable when the change is required because of actual or expected experience. A change in Premium rates due to experience may occur only once during any 12 month period.

We can change Premium either on a Group Policy or rate class basis; but only if We change Premium for all similar Certificates issued under this Group Policy in the same state as an Insured's Certificate. Written notice of any such change in Premium will be given to Policyholder 60 days before the effective date of the change.

Premium will not change due to a change in an Insured's age, health, or use of benefits or the Insured's divorce. A change in Premium may occur only once during any 12 month period.

DISCONTINUANCE PROVISIONS

Discontinuance Of The Offer Of Coverage Under The Group Policy

The Policyholder may elect to discontinue the offer of Coverage under this Group Policy for any, or all, Eligible Classes stated in the Group Policy Eligibility Schedule. We must be given 31 days advance written notice of any such election by Policyholder. The notice must provide Us with the date on which Policyholder has elected such discontinuance to take effect.

Following at least 31 days advance written notice to the Policyholder, We have the right to discontinue the offer of new or additional Coverage under the Group Policy:

- when the Group Policy is replaced;
- when the number of insured Eligible Persons is less than 20;
- with respect to Eligible Family Members if the number of Eligible Persons insured is less than 20 ;and
- with respect to any class or classes of Eligible Persons (including Eligible Family Members) any time after the most recent Rate Guarantee Period, if any, has expired.

Discontinuance For Failure To Pay Premium

This Group Policy may be discontinued for failure of the Policyholder to pay Premium in accordance with the requirements of Payment of Premiums and Grace Period provision of this Group Policy. This Group Policy may also be discontinued as of the effective date of a Premium increase if the Policyholder provides Us with Prior written notice of such discontinuance.

Continuation Coverage

Discontinuance of this Group Policy shall not affect an Insured's right to continue any Coverage in effect at the time of the discontinuance. An Insured's Coverage is guaranteed renewable and may be continued in accordance with the Continuation Coverage provision in the Insured's Certificate even if this Group Policy is discontinued in accordance with the Discontinuance Provisions of this Group Policy.

An Insured must pay Us all Premium required for the continuation of the Insured's Coverage. The Premium for the continuation of the Insured's Coverage may change in the future as stated in the Premium and Renewal section of the Certificate.

SCHEDULE OF EXHIBITS

The Group Policy includes the following Exhibits and related forms and listings

- The Group Policy Eligibility Schedule.
- The Benefits Master Schedule.
- The Premium Rate Exhibit.
- The Certificate Forms (including any applicable optional Riders and Endorsements and required version pages for specific States).

GROUP POLICY ELIGIBILITY SCHEDULE

Group Policyholder: XYZ Employer

Group Policy Number: LTCG-XXXX

Schedule Effective Date: January 1, 2016

ELIGIBILITY FOR COVERAGE

A person who is a member of an Eligible Class, as defined below, can apply for the Coverage available for such Eligible Class.

All Eligible Persons and their Eligible Family Members as defined below who:

- are at least 18 years of age (or the age of majority if greater where the person resides);
- are, at the time of Application, less than 76 years of age [(this age limit does not apply to persons whose eligibility is based on being an employee)];
- have a valid Social Security or individual Tax Identification Number from the United States government; and
- at the time of Application maintain a permanent residence in the United States of America, or one of its territories or possessions.

If We determine that residents of a State are prohibited by law from being insured under this Group Policy, such persons will not be included in the classes of persons eligible for Coverage.

Coverage Limits: Each Insured is subject to the Company's maximum issue limits in effect on his or her Coverage Effective Date. These limitations may take into consideration other coverage the Insured may have under another long term care insurance policy or certificate.

Eligible Class I: All persons associated with the Policyholder in the manner described below. Coverage is on a contributory basis.

- **Employees:** All hourly or salaried employees of the Policyholder, other than members of Class II, who are Actively at Work on a full-time or part-time basis. Full-time means working for the Policyholder at least 35 hours per Week; part-time means working for the Policyholder at least 17.5 hours per Week. A Week is considered to start at 12:01 a.m. on Sunday and end at 12:01 a.m. on the following Sunday.

Actively at Work means You, the proposed Insured, are an employee who is performing the usual duties of Your job at the usual place of work as required by Your employer on a full-time basis at least 35 hours each week. You will be considered Actively at Work while on employer approved vacations, holidays and regularly scheduled days off, or during temporary business closures. You will not be considered to be Actively at Work if You are unable to perform Your usual duties due to a sickness, accident or injury or if You are on a leave of absence, a sabbatical or retired from the same employer.

- **Retirees:** Former employees of the Policyholder who have retired under the Policyholder's retirement or pension plan, and who satisfy the age and service requirements determined by the Policyholder.

Eligible Class II: All persons associated with the Policyholder in the manner described below. Coverage is on a non-contributory basis.

- **Employees:** All employees of the Policyholder who are in Job Category 8 or higher, and who are Actively-at-Work employees.

Eligible Class III: All persons associated with the Policyholder in the manner described below. Coverage is on a contributory basis.

Eligible Family Members

The members of an Eligible Person's family listed and described below.

- **Spouse or Partner** of the Eligible Person.
- **Surviving Spouse or Partner** who is participating in a health benefits program or a retirement plan sponsored by the Policyholder and was a Spouse or Partner at the time of the Eligible Person's death.
- **Adult Child** (including a natural, step or adopted child) who has reached full legal age, with attendant rights and responsibilities.
- **Sibling** who is related to the Eligible Person or Spouse or Partner, as a brother, sister, , step-brother or step-sister.
- **Parent** of an Eligible Person or Spouse or Partner, including a natural parent, adoptive parent or step-parent.
- **Grandparent** of an Eligible Person or Spouse or Partner, including a natural grandparent, adoptive grandparent or step-grandparent.

BENEFITS MASTER SCHEDULE

Group Policyholder: XYZ Employer

Schedule Effective Date: January 1, 2016

Applicable To Class(es) I, II & III

COVERAGE FEATURES AND LIMITS

Coverage is provided for Covered Expenses that are incurred after the Elimination Period has been satisfied. Payment is subject to the limits determined below and all other provisions of an Insured's Coverage.

Elimination Period 90 calendar days.

The Elimination Period is satisfied by days an Insured is chronically ill, starting with the first day the insured incurs a covered expense.

Nursing Facility Maximum: An amount from \$1,500 - \$7,500 per calendar month, to be purchased in \$500 increments.

Coverage Maximum: An amount equal to 24, 36 or 48 times the monthly Nursing Facility Maximum, as applicable to the plan selected.

The Coverage Maximum and amounts based on the Nursing Facility Maximum are: (a) reduced as payments are made for Covered Expenses; (b) increased when Benefit Increases apply; and (c) exhausted when they are reduced to zero.

Benefit Increases: Future Purchase Options will apply unless one of the following options is selected:
5% Compound;
3% Compound;

The Future Purchase Option is not available to residents of Connecticut. Other plans, features, limits and options may be available in the future based on mutual written agreement between Us and Policyholder as provided for in the Group Policy Changes section of this Group Policy.

BENEFITS MASTER SCHEDULE

(Continued)

Benefits and Services Provided	We Pay Covered Expenses Up to these Limits (except where otherwise noted)
Privileged Care Coordination Services	Not subject to coverage limits
Nursing Facility Benefit	Nursing Facility Maximum per calendar month
Residential Care Facility Benefit..... (Includes room charges)	100% of the Nursing Facility Maximum per calendar month
Bed Reservation Benefit	60 days per calendar year
International Nursing Facility Benefit	As stated in the Benefit
Home and Community Care Benefit	75% of the Nursing Facility Maximum per calendar month
with Incidental Homemaker and Chore Care	
Home Assistance Benefit	A Certificate total payment maximum equal to 3 times the Nursing Facility Maximum
(Equipment, modifications & training)	
Informal Family Care Benefit	1% of the Nursing Facility Maximum per day for 30 days per calendar year
Hospice Care Benefit	As stated in the Benefit
Respite Care Benefit	30 days per calendar year
Alternate Care Benefit.....	Payment subject to mutual agreement
Waiver of Premium Benefit	Included
The Waiver of Premium applies only during period for which Benefits are payable under the: Nursing Facility Benefit; Assisted Living Facility Benefit; Bed Reservation Benefit; Home and Community Care Benefit; or Hospice Care Benefit.	

The following Riders and Endorsements are attached to, and included in, the Certificate.

Available Options

Nonforfeiture Benefit

The maximum total amount payable for all Covered Expenses incurred in a calendar month is limited to the Nursing Facility Maximum. This does not apply to the Home Assistance Benefit and Alternate Care Benefit.

CERTIFICATE FORMS

See the attached copies of applicable forms.