



Genworth[®]
Financial

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Collateral assignment

from Genworth Life and Annuity Insurance Company,
Genworth Life Insurance Company
and Genworth Life Insurance Company of New York[†]

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- Please read this entire form and complete all required fields before signing (consult your attorney or tax advisor if required)
- **Annuities:** a tax-qualified annuity may not be collaterally assigned; assigning a deferred annuity may cause it to lose its tax-deferred status
- **Life Insurance:** a life insurance policy may be assigned, but if it is a modified endowment contract, an assignment may cause a taxable event
- Please print clearly using blue or black ink, and initial any corrections or we may not be able to accept your request
- Keep a copy of this form for your records

Contract or policy information

The contract or policy is referred to as the "Contract" in the rest of this form.

Contract or policy number *Use only the spaces needed*

• _____	
Annuitant/insured name	Birth date
• _____	• _____

Assignee information

The Assignee is the recipient of the rights, title and interest in the Contract.

Complete contact information is required to record this assignment.

Assignee name	Phone number		
• _____	• _____		
Address			
• _____			
City	State	Zip	
• _____	• _____	• _____	

Terms and conditions of assignment

The Assignor is the business or individual that currently owns the Contract, and is referred to as "you" and "your" in this assignment.

This assignment makes the Contract collateral security for your debts to the Assignee. These debts are referred to collectively as "Liabilities."

If the provisions of this assignment conflict with the provisions of the loan arrangement (or other evidence of Liabilities), the provisions of this assignment shall prevail regarding the Contract and the collateral security it provides.

Role of the company

The Genworth Financial insurance companies listed above are referred to as "us" and "we" in this assignment.

We are not a party to the transactions between you and the Assignee for which you have requested this assignment. We take no position on the validity of the transactions and whether this assignment will satisfy the parties' needs.

We will not:

- Investigate the reason for any of the Assignee's actions
- Investigate the amount of the Liabilities or the existence of any default
- Determine whether any required notices (as outlined in the "How to exercise Contract rights" on page 2) were given

If there is any balance remaining after the Liabilities are paid, we will act as if this Assignment had not been executed and pay that balance to the persons entitled to it under the terms of the Contract.

We reserve the right to require evidence of the outstanding Liabilities before making any settlement of the Contract. The extent of any sums the Assignee receives toward the Liabilities shall fully discharge and release us from further obligations to that extent.

[†]Only Genworth Life Insurance Company of New York is licensed in New York.

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Contract rights subject to this Assignment:

The Assignee may

- Collect Contract proceeds from us to the extent of Assignee's interest. Proceeds can include amounts payable if:
 - the death benefit becomes payable
 - the contract matures or endows
 - the contract is canceled or surrendered
 - premiums are refunded because the Contract is canceled or voided
- Surrender the Contract for its cash value and any prepaid premiums
- Obtain Contract loans needed to keep the Contract in force
- Obtain Contract loans to pay some or all of the amounts you owe the Assignee
- Exercise and receive the benefit of all non forfeiture rights under the Contract

Contract rights not subject to this Assignment:

You (the Assignor) may

- Change the beneficiary
- Select an optional mode of settlement that your Contract permits
- Collect any disability benefits the Contract makes available to maintain the coverage

How to exercise Contract rights:

- The Assignee can exercise any rights given in the above "Contract rights subject to the Assignment" section without notifying you or obtaining your agreement, except that notice is required prior to a loan or surrender request
- Exercising these rights does not affect the Liabilities or release any rights given by you
- The Assignee will not surrender the Contract or obtain Contract loans until you default on the Liabilities or fails to pay the Contract premium when due. If that occurs, the Assignee will provide you written notice of the default and of the Assignee's intention to surrender the Contract or obtain loans
- The written notice requirement does not apply to loans taken to pay Contract premiums

You (the Assignor) understand that:

- The Assignee is not obligated to pay any premiums or Contract charges, loan principal or interest, or Contract advances, even if the Assignee obtained them
- If the Assignee pays any Contract premiums, charges, loan principal or interest from its own funds, they shall become a part of the Liabilities under this assignment
- The Assignee may:
 - take or release other securities as collateral
 - release any party primarily or secondarily liable for any of the Liabilities
 - extend, renew or forgive the Liabilities at their discretion
 - determine in what order to apply any Contract proceeds received to the Liabilities
- The Assignee shall, upon request, forward the Contract to us to endorse any beneficiary designation or change or any optional mode of settlement choice

Declaration and signature *See signing instructions on page 3*

If you are signing as a fiduciary or representative, you must **sign in capacity** and provide documentation of authority.

Other signatures that may be required include: **spouse** (if community property state) and **irrevocable beneficiary/payee** (must sign with title).

By signing, you confirm that you

- Understand this assignment is subject to any prior lien against the Contract, and the terms and conditions as stated in this assignment
- Assign all rights, title and interest in the Contract and any supplementary contracts issued in connection with the Contract as designated in this assignment
- Authorize us to recognize the Assignee's claims to the rights this assignment provides
- Have no bankruptcy or insolvency proceedings filed or pending against you

Owner signature

Date

X

•

Joint owner signature *If applicable*

Date

X

•

Other required signature

Date

X

•

Collateral assignment

Corporate acknowledgment *See signing instructions for corporations below*

Notary Public must complete this section if acknowledgment is required.

Place official seal here.

By signing and securing my Notary seal, I acknowledge that I have reviewed evidence of the Assignee's corporate affiliation and personal identity.

Date	State of	City/County of
•	•	•
Corporate signer's name		Corporate signer's title
•		•
Corporation name		
•		
Notary public	Registration ID	Expiration date
X	•	•

Signing instructions

Attorney-in-Fact The attorney-in-fact must sign in capacity as "Attorney-in-Fact;" provide a copy of the entire power of attorney document, if not previously submitted; and complete a Genworth Declaration of attorney-in-fact form, if the power of attorney was not signed in the past twelve months.

Corporation or Limited Liability Corporation (LLC) One officer of the company or managing member of the LLC must sign and provide either a corporate or board of director's resolution, a copy of the Articles of Incorporation or operating agreement (for LLC's), or complete the corporate acknowledgment above and sign the form in the presence of the Notary Public. If the signing officer or managing member is also the insured/annuitant, a second officer or member must also sign.

Guardian The guardian must sign in capacity and provide a copy of the current guardianship documents.

Irrevocable beneficiary/payee The individual must sign with the title "Irrevocable Beneficiary" or "Irrevocable Payee."

Joint owners All owners must sign, unless otherwise stated in your contract.

Partnership All partners must sign with title, or the general or managing partner must sign with title (if the general or managing partner is also the insured/annuitant, another partner must also sign).

Spouse In a community property state (AZ, CA, ID, LA, NV, NM, TX, WA, WI), a spouse must sign.

Trust The trustee(s) must sign with title "Trustee," according to the terms of the Trust Agreement, and submit a completed Genworth Certification of trustee powers form.