

RE:
Genworth Life Insurance Company
Genworth Life & Annuity Insurance Company

CONSENT AGREEMENT
Docket No. INS 06-204

THIS CONSENT AGREEMENT is entered into by and among Genworth Life & Annuity Insurance Company (“Genworth Annuity”), Genworth Life Insurance Company (“Genworth Life”), the Superintendent of the Maine Bureau of Insurance (the “Superintendent”), and the Office of the Maine Attorney General. Its purpose is to resolve, without resort to an adjudicatory proceeding, violations of the Maine Insurance Code, 24-A M.R.S.A. Chapters 25 and 27.

I

FACTS

1. The Superintendent is the official charged with administering and enforcing Maine’s insurance laws and regulations.
2. Organized and incorporated under the laws of the Commonwealth of Virginia, Genworth Annuity is licensed in Maine as an insurance company under license # LHF966 (NAIC # 65536), first issued in May 1988.
3. Organized and incorporated under the laws of the State of Delaware, Genworth Life is licensed in Maine as an insurance company under license # LHF46264 (NAIC # 70025), first issued in June 1996.
4. On February 20, 2004, Genworth Annuity filed through the SERFF system for approval in Maine a guaranteed minimum benefit rider form to be used with certain variable annuity contracts (the “Rider”).
5. On February 23, 2004, form review staff at the Maine Bureau of Insurance (the “Bureau”) sent a problem report to Genworth Annuity through SERFF concerning the Rider.
6. The Rider is a printed form.
7. On April 1, 2004, having received no response from Genworth Annuity concerning such problem report, Bureau staff disapproved the Rider filing.
8. Notwithstanding such disapproval, in June 2004, Genworth Annuity began offering a guaranteed minimum benefit rider on certain variable annuity contracts, using the Rider.
9. On December 23, 2004, Genworth Annuity issued an annuity contract, which included the Rider, to a Maine resident. The premium for this transaction is \$100,000.
10. There are no other transactions in Maine involving the Rider.
11. In November 2004, Genworth Life began sales of single premium immediate annuities using an application form that Genworth Life had not filed with the Bureau and that the Bureau had therefore not approved (the “Application”).
12. The Application was in writing and made a part of each such annuity.
13. Genworth Life sold eleven such annuities using the Application between November 2004 and May 2005. The premiums for these transactions total \$580,377.

14. Upon discovering that it had not filed the Application with the Bureau, Genworth Life stopped using the Application. On August 31, 2005, Genworth Life submitted the Application to the Bureau for approval, which occurred on September 2, 2005.
15. Genworth Annuity and Genworth Life brought the Rider and Application matters to the Bureau's attention on or about September 29, 2005.

II

MAINE LAW

16. 24-A M.R.S.A. § 2316 provides in part that: No insurer shall make or issue a contract or policy, except in accordance with the filings which are in effect for the insurer . . .
17. 24-A M.R.S.A. § 2412(1) provides in part that: An insurance policy or annuity contract form may not be delivered or issued for delivery in this State unless the form has been filed with and approved by the superintendent in accordance with the following. A. For purposes of this section, "form" includes: (1) The basic form and any printed rider, endorsement or renewal form; (2) An application form if a written application is required and is made a part of the policy or contract . . .

III

CONCLUSIONS OF LAW

18. Genworth Annuity violated 24-A M.R.S.A. § 2316 by issuing for delivery in Maine an insurance policy to which a rider was attached that was not in accordance with an effective filing.
19. Genworth Life violated 24-A M.R.S.A. § 2316 by issuing for delivery in Maine a printed application for an annuity contract that was not in accordance with an effective filing.
20. Genworth Annuity violated 24-A M.R.S.A. § 2412(1) by issuing for delivery in Maine a printed rider to an insurance policy without the approval of the Superintendent.
21. Genworth Life violated 24-A M.R.S.A. § 2412(1) by issuing for delivery in Maine printed applications for annuity contracts without the approval of the Superintendent.

IV

COVENANTS

22. Genworth Annuity has stopped using, and shall not use, the disapproved Rider.
23. Genworth Life has stopped using, and shall not use, the unapproved Application.
24. Within ten (10) days of the effective date of this Agreement, Genworth Annuity shall provide the Superintendent with a copy of its written procedures for ensuring that it correctly processes filings.
25. Within ten (10) days of the effective date of this Agreement, Genworth Life shall provide the Superintendent with a copy of its written procedures for ensuring that it correctly processes filings.

- 26. Genworth Annuity shall, upon executing this Agreement, pay a civil penalty of One Thousand Dollars and No Cents (\$1,000.00) for violating 24-A M.R.S.A. § 2412(1), as described above in paragraph 9.
- 27. Genworth Life shall, upon executing this Agreement, pay a civil penalty of One Thousand Dollars and No Cents (\$1,000.00) for violating 24-A M.R.S.A. § 2412(1), as described above in paragraphs 11 and 13.

V

MISCELLANEOUS

- 28. The effective date of this Agreement is the date entered in the Superintendent’s signature line below.
- 29. A formal hearing in this matter is waived and no appeal will be made.
- 30. Genworth Annuity and Genworth Life acknowledge that this Agreement is a public record within the meaning of 1 M.R.S.A. § 402 and will be available for public inspection and copying as provided for by 1 M.R.S.A. § 408, and will be reported to the NAIC RIRS database.
- 31. Genworth Annuity and Genworth Life have been advised of their respective right to consult with counsel and have, in fact, consulted with counsel before executing this Agreement.
- 32. Nothing herein shall affect any right or interest of any person or entity not a party to this Agreement.
- 33. Nothing herein shall prohibit the Superintendent from seeking an order to enforce this Agreement, or from seeking additional sanctions if either Genworth Annuity or Genworth Life does not comply with the above terms, or from taking further legal action if the Superintendent receives additional evidence that further legal action is necessary.
- 34. This Agreement may only be modified by the written mutual consent of all parties.

Dated: _____, 2006	GENWORTH LIFE & ANNUITY INSURANCE COMPANY
	By: _____ Its: _____ Printed Name and Title

Subscribed and sworn to before me
 this _____ day of _____, 2006.

 Notary Public

Printed name

Date commission expires

Dated: _____, 2006	GENWORTH LIFE INSURANCE COMPANY
	By: _____
	Its: _____ Printed Name and Title

Subscribed and sworn to before me
this _____ day of _____, 2006.

Notary Public

Printed name

Date commission expires

Dated: _____, 2006	MAINE OFFICE OF THE ATTORNEY GENERAL
	Thomas C. Sturtevant, Jr. Assistant Attorney General
Effective Dated: _____, 2006	MAINE BUREAU OF INSURANCE
	Alessandro A. Iuppa Superintendent