

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA**

JEROME SKOCHIN, SUSAN SKOCHIN,  
and LARRY HUBER, individually, and on  
behalf of all others similarly situated,

*Plaintiffs,*

v.

GENWORTH LIFE INSURANCE  
COMPANY and GENWORTH LIFE  
INSURANCE COMPANY OF NEW  
YORK,

*Defendants.*

**Civil Action No.: 3:19-CV-49-REP**

**AMENDMENT TO THE JOINT STIPULATION OF SETTLEMENT AND RELEASE**

This Amendment to the Joint Stipulation of Settlement and Release (the “Settlement Agreement”) is made and entered into by and between Plaintiffs Jerome Skochin, Susan Skochin, and Larry Huber (the “Named Plaintiffs”) individually and on behalf of the putative class of other allegedly similarly situated individuals on whose behalf they filed a putative class action complaint in this Court (the “Settlement Class” as defined below) and Defendants Genworth Life Insurance Company and Genworth Life Insurance Company of New York (collectively, “Defendants”), and their respective counsel of record, pursuant to Paragraph 69 of the Settlement Agreement, subject to the terms and conditions of this Amendment, and subject to the approval by the Court, as follows.

**This Amendment is intended to modify, supplement, and amend the Settlement Agreement only to the extent specifically set forth below. There are no other changes,**

**modifications, or amendments to the Settlement Agreement. Except as contained herein, the Settlement Agreement remains as drafted.**

## **I. RECITALS**

1. On December 20, 2019, the Parties entered into the Settlement Agreement in this case.

2. On January 15, 2020, the Court entered an Order preliminarily approving the Settlement Agreement.

3. The Settlement Agreement also incorporated by reference a description of certain Special Election Options to be offered pursuant to the Settlement Agreement. The Parties agree that one of those Special Election Options, described in Option I.A.1 and Option III.A.1, requires modification.

4. The Settlement Agreement contained a definition of the “Settlement Class” in Paragraph 39. The Parties agree that this definition mistakenly did not exclude certain lapsed and otherwise terminated policies that should have been excluded.

5. The Parties also agree that Genworth shall be expressly permitted to send a reminder letter to each Settlement Class member approximately forty-five (45) days after the mailing of his or her Special Election Letter for the purpose of reminding Settlement Class members that they may respond to their Special Election Letters.

6. The parties further agree that it should be made clear that Special Election Option IV.A and IV.B, shall be offered only in the event that a State Regulator objects to or prevents Genworth from allowing *any* form of the Disclosures and *any* form of the Special Election Options to Settlement Class members with policies issued in that state.

7. The Parties further agree that additional statements should be included in the Class Notice and the Special Election Letter to emphasize to Settlement Class members the potential impact on their potential Special Election Options of any policy coverage changes those Settlement Class members make prior to receiving and/or electing Special Election Options.

NOW THEREFORE, in consideration of the foregoing facts and of the agreements set forth below, the Parties mutually agree that the following amendments and revisions are agreed and shall be deemed made to the Settlement Agreement and corresponding Appendices, subject to approval by the Court. Added language is designated by underlined text and highlighting, and deleted language is designated by text with a strike-through mark and highlighting. The Parties agree that changes shall not be underlined or highlighted in the final versions of these documents.

## **II. AMENDMENTS TO THE SETTLEMENT AGREEMENT**

### **A. Amendment to Paragraph 39**

39. Settlement Class: The “Settlement Class” means all Policyholders of Class Policies excluding: (1) those Policyholders of Class Policies whose policies went into Non-Forfeiture Status prior to January 1, 2014; (2) those Policyholders of Class Policies that entered a Fully Paid-Up Status at any time up to the date the Class Notice is mailed; (3) any Policyholder whose Class Policy is lapsed<sup>1</sup> and is outside any period Genworth allows for the Class Policy to be automatically reinstated with payment of past due premium, or whose Class Policy has otherwise terminated<sup>2</sup>, as of the date of the Class Notice; or any Policyholder whose Class Policy is lapsed

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<sup>1</sup> “Lapse” or “lapsed” means a status whereby a policy is no longer in force because premium was not paid as required. A lapsed policy terminates and cannot be reinstated if it is outside any period Genworth allows for the policy to be automatically reinstated with payment of past due premium. For purposes of this Agreement, a policy that goes on Non-Forfeiture Status is not a lapsed policy.

<sup>2</sup> “Terminated” means a status whereby a policy is no longer in force and is unable to be automatically reinstated by the policyholder with payment of past due premium. It includes, for example, a policy that has lapsed beyond the

and is outside any period Genworth allows for the Class Policy to be automatically reinstated with payment of past due premium or has otherwise terminated, as of the date the Special Election Letter would otherwise be mailed to the Policyholder; ~~(3)~~ (4) Genworth's current officers, directors, and employees as of the date Class Notice is mailed; and ~~(4)~~ (5) Judge Robert E. Payne and his immediate family and staff.

**B. Amendment to Paragraph 43**

43. Consideration to Settlement Class: In consideration for the Releases (paragraph 47 below), Genworth will provide Settlement Class members certain disclosures and settlement options (described in Paragraph 43(a)-(e) below) as approved by the Court, subject to review and/or approval by State Regulators as set forth in Paragraph 46 below.

(a) Genworth will send a special election letter ("Special Election Letter") to all Settlement Class members providing the disclosures and offering settlement options that will be available to each Settlement Class member.

(b) The disclosures in the Special Election Letter will be in the form and substance attached as Appendix B (the "Disclosures"). The options offered to Settlement Class members in the Special Election Letter will include maintaining their current benefits at their existing filed rates (subject to any and all future rate increases that may be approved or otherwise permitted) or to elect from a selection of paid-up reduced benefit options or reduced benefit options (also subject to any and all future rate increases that may be approved or otherwise permitted), described in Appendix C (the "Special Election Options"), some of which also entitle Settlement Class members to damages payments.

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period permitted for automatic reinstatement, a policy that has been cancelled, or a policy (including a policy in Non-Forfeiture status) that is no longer in force because all available benefits have been exhausted.

(c) One Special Election Option may be elected per individual Class Policy and, where a Class Policy insures a policy owner and another insured person, both the policy owner and another insured person shall sign off on the election.

(d) A template of the Special Election Letter, which will be customized for each Settlement Class member's circumstances, is attached as Appendix D. Customization includes situations where not all Special Election Options will be offered to each Settlement Class member, as described in paragraph 43(e) below.

(e) The specific Special Election Options offered to each Settlement Class Member will differ because they will be subject to the availability of those options based on each Settlement Class member's current policy terms and benefits, and any State limitations concerning Partnership Plan requirements, and subject to State Regulator(s)' review as described in paragraph 46 below.

(f) A Settlement Class member can only elect available Special Election Options while the Settlement Class member's Class Policy is in force; if before electing a Special Election Option a Settlement Class member's Class Policy lapses and is outside any period Genworth allows for the Class Policy to be automatically reinstated with payment of past due premiums, or the Class Policy otherwise terminates, then Special Election Options will not be available to that Settlement Class member; if a Settlement Class member's Class Policy lapses but is still in the period where Genworth allows for the Class Policy to be automatically reinstated by paying any past-due premium, then the past due premium must be paid before the Settlement Class member can elect a Special Elections Option.

### **C. Amendment to Paragraph 44**

44. Mailing of the Special Election Letter(s):

(a) The Special Election Letter shall be a mailing separate from the Class Notice, but shall reference the Settlement Agreement, and the Action.

(b) The Special Election Letter shall be sent after the Final Settlement Date and is subject to paragraph 46 below.

(c) The Special Election Letter will be sent after GLIC and GLICNY have had sufficient time to properly prepare their administration systems for the mailing, processing, and servicing of Special Election Letters and elections, after the Final Settlement Date.

(d) Once the preparation of the administration systems is complete (“Systems Administration Completion”) and subject to Genworth’s right to delay the mailing of the Special Election Letters to communicate with any State Regulator(s) in paragraph 46(b), Special Election Letters will be mailed approximately six (6) to nine (9) months prior to each Settlement Class member’s next billing anniversary date for his or her Class Policy following Systems Administration Completion.

(e) Genworth shall have the right to mail an additional letter to Settlement Class members approximately forty-five (45) days after the mailing of the Special Election Letter for the purpose of reminding Settlement Class members that they may respond to their Special Election Letters.

**D. Amendment to Paragraph 46(d)**

46. State Regulatory Review and Conflict Carve-Out:

[ . . . ]

(d) Only in the event ~~If Genworth concludes that a State Regulator’s objection(s), lack of approval, or other response or non-response~~ objects to or prevents Genworth from ~~(1)~~ providing ~~certain or any form~~ the substance of the Disclosures contained in Appendix B in any

form and/or (2) objects to or refuses to allow Genworth to offering any acceptable form of the Special Election Options, then Genworth, in consultation with Class Counsel, may elect will follow such direction from the State Regulator, not to send the Special Election Letter, and will instead offer the impacted Settlement Class members an election to obtain:

- (i) For Settlement Class members whose policies are still premium paying status, a \$100 credit against future Class Policy premiums; or
- (ii) For Settlement Class members whose Class Policies are in Non-Forfeiture Status only, a \$100 one-time addition to the Settlement Class members' Non-Forfeiture Option benefit pool.

### **III. AMENDMENTS TO APPENDIX C. SPECIAL ELECTION OPTIONS**

#### **A. Amendments to Preamble**

Below are Special Election Options ("Options") pursuant to paragraph 43 of the Settlement Agreement. Pursuant to Paragraph 43(c) of the Settlement Agreement, Options are only available to Settlement Class members whose Class Policies are in force when the Option is elected.

#### **B. Amendments to Special Election Option I.A.1**

**I. General Special Election Options.** For Settlement Class members who are not included in categories II through IV below, the following Special Elections Options may be available.

**A. Paid-up Benefits Options and Damages Options For Settlement Class Members Who Have Not Previously Gone Into Non-Forfeiture Status.** These two paid-up benefit settlement options would be available to all Settlement Class members in all States who have not previously gone into Non-Forfeiture Status.

1. A settlement option consisting of two components: (a) a paid-up benefit option equivalent to 100% of the Settlement Class member's paid-in premiums through December 31, 2015 **plus the Settlement Class member's paid-in premiums paid on or after January 1, 2020, if any**, less any claims paid over the lifetime of the policy, and (b) a damages payment equal to premiums paid during the time period beginning January 1, 2016 through December 31, 2019; or

2. A settlement option consisting of a paid-up benefit equal to two times the difference between the Settlement Class member's paid-in premiums to date less claims paid to the Settlement Class member to date. This option will not include any damages payment.

**C. Amendments to Special Election Option III.A.1**

**III. Options For Settlement Class Members With Partnership Plans.** These election options will be provided to Settlement Class members who have Partnership Plan policies:

**A. Paid-up Benefit Options and Damages Options For Settlement Class Members With Partnership Plans Who Have Not Previously Gone Into Non-Forfeiture Status.** These two paid-up benefit settlement options would be available to those Settlement Class members with Partnership Plans who have not previously gone into Non-Forfeiture Status.

1. A settlement option consisting of two components: (a) a paid-up benefit option equivalent to 100% of the Settlement Class member's paid-in premiums through December 31, 2015 **plus the Settlement Class member's paid-in premiums paid on or after January 1, 2020, if any**, less any claims paid over the lifetime of the policy, and (b) a damages payment equal to premiums paid during the time period beginning January 1, 2016 through December 31, 2019; or

2. A settlement option consisting of a paid-up benefit equal to two times the difference between the Settlement Class member's paid-in premiums to date less claims paid to the Settlement Class member to date. This option will not include any damages payment.

## IV. AMENDMENTS TO APPENDIX D. SPECIAL ELECTION LETTER

### TEMPLATE

## YOUR ACTION IS REQUIRED

You could get a cash payment up to \$[X.XX] and reduce or eliminate your premiums by adjusting your policy's coverage as offered below!

Response required by [], 2020.

Dear[Name],

Your long term care insurance policy is part of the class action settlement in *Skochin et al. v. Genworth Life Insurance Company et al.*, Civil Action No. 3:19-CV-49-REP pending in the United States District Court of the Eastern District of Virginia. **As a result, we are making several special settlement options available for you to reduce or eliminate future premiums in return for adjusting your policy's benefits, while still providing meaningful coverage. Most options also provide for a one-time cash payment to you.** You may choose one of these options or keep your policy as is.

**[[As you evaluate these choices, please be aware that as of [Date] over the next [XX] years we are planning to seek additional rate increases of up to [[203%] for [lifetime benefits] and [134%] for [limited benefits]] in the state where your policy was issued.] or [As you evaluate these choices, please be aware that we do not have immediate plans to seek rate increases on your policy and policies like yours [that previously selected a Stable Premium Option] in the state where your policy was issued, although future premium increases are possible [after the expiration of your premium rate guarantee period.]] These potential rate increases would not be applicable if you choose a settlement option with a reduced paid-up benefit [(Option 1 or Option 2)]. Please also review the important disclosures we are providing as part of the settlement about our rate increase plans and our reasons for seeking such increases later in this letter.**

Your options are outlined below and are only available to you in this settlement. As you consider these options, you should consider if your circumstances have changed since you purchased your policy and review the Important Information about Your Settlement Options included with this letter.

### Options 1 and 2:

Pay no more premiums and receive a reduced paid-up benefit amount, which would be available to pay your future claims. **Option 1** includes an *enhanced* paid-up benefit equal to twice the difference between the total amount of premiums you have paid and the amount of claims payments made to you, if any. **Option 2** provides a lower *basic* paid-up benefit (the amount of premiums you've paid through December 31, 2015 **plus premiums you have paid on or after January 1, 2020, if any,** less any claims payments made to you to date, if any), but it also provides for a **one-time cash payment of [###]**. For details on these paid-up benefits, see the Important Information about your Settlement Options included with this letter.

### Options 3, 4 and 5:

These options provide for a **one-time cash payment** to you. They also provide for reduced premiums in return for certain reductions to your policy's current benefits. Although your premiums and benefits will be reduced under these options, your new reduced premiums would still be subject to future rate increases. **Options 3 and 4** both reduce your premiums and remove the Inflation Benefit, which provides for certain annual benefit increases, and both options also reduce the policy's Maximum Daily Benefit [and Total Lifetime Benefit], though by different amounts. **Option 5** reduces your premiums and lowers the policy's Maximum Daily Benefit, Total Lifetime Benefit, and Benefit Period, which is generally the minimum period of coverage available under your policy.

If you wish to choose one of the special settlement options you MUST sign and return by mail (postmarked by the return deadline), fax, or email the completed enclosed form indicating your choice by: [December 8, 2020.] If you want to keep your policy as is, you need not do anything. Please note that if we don't hear from you by [December 8, 2020], your policy will stay the same and you will no longer be entitled to these special settlement options, including those that result in a payment to you.

The chart below shows how each of these options compares to your current premiums and benefits.\* For additional definitions of terms in the chart, please see the included Important Information about Your Settlement Options.

	Your Current Benefits	Option 1 Enhanced Reduced Paid-Up Benefit	Option 2 Basic Reduced Paid-Up Benefit Plus Cash Payment	Option 3 Remove Inflation Benefit & Revert to Original Benefit Levels Plus Cash Payment	Option 4 Remove Inflation Benefit & 25% Reduction to Certain Maximum Benefits Plus Cash Payment	Option 5 Reduce Benefit Period from [Lifetime] to [x] Years & Reduce Lifetime & Daily Benefit Maximums, Plus Cash Payment
Cash Payment	N/A	None	[\$11,585.55]	[\$7,744.88]	[\$1,914.25]	[\$6,245.96]
Maximum Benefit (Daily)	[\$343.80]	[\$343.80]	[\$343.80]	[\$150.00]	[\$257.85]	[\$257.85]
Inflation Benefit	[Compound [5] %]	[None]	[None]	[None]	[None]	[Compound [5] %]
Elimination Period	[100] Days	[100] Days	[100] Days	[100] Days	[100] Days	[100] Days
Benefit Period	[Unlimited]	[N/A]	[N/A]	[Unlimited]	[Unlimited]	[6 years]
Total Lifetime Benefit	[Unlimited]	[\$72,409.66]	[\$24,210.80]	[Unlimited][**]	[Unlimited][**]	[\$564,691.50][**]
[Annual Premium]	[\$3,963.52]	Pay no further premiums.	Pay no further premiums.	[\$2,027.30]	[\$3,484.96]	[\$2,402.03]

\*Benefits, premiums and payment amounts in this chart are subject to confirmation and may change. [\*\*[This amount does not show reductions for past claims. Therefore, if you have had past claims, then the maximum amount available to you for future claims is the Total Lifetime Benefit, less past claims paid under the policy.] or [This is the amount available to you for future claims. It is the Total Lifetime Benefit less past claims paid under the policy.]]

**These options are only available to you if your policy is still in force or in non-forfeiture status. If your policy lapses but is still in the period during which your policy can be automatically reinstated by paying any past-due premium, you will need to reinstate your policy by paying the past-due premium before you may select one of these options.**

**We encourage you to discuss the options with your financial advisor, family members, or a member of our Customer Service Team by calling [800 883.1127].**

## YOUR ACTION IS REQUIRED

### GLIC's Plans for Significant Additional Future Rate Increases.

As part of the *Skochin class action settlement*, we have agreed to provide additional information on our current plans to seek future rate increases on certain long term care insurance policies. This information should assist you in evaluating which of the options best meets your needs going forward. Based on our expectations as of [Date], we plan to request multiple rate increases in most states over the next [XX] years, and **[we plan to seek cumulative rate increases of approximately [203%] on policies with lifetime benefits and [134%] on policies with limited benefits in the state where your policy was issued. ] or [while we do not have immediate plans to seek rate increases on your policy and policies like yours [that previously elected a Stable Premium Option] in the state where your policy was issued, future premium increases are possible [after the expiration of your premium rate guarantee period.]]** **[The plan to request future rate increases noted above is in addition to a [XX]% increase (that is currently scheduled to be implemented over the next X years). That increase was previously allowed in your state but has not yet taken effect for your policy. [Similarly, the plans for future rate increases are in addition to any previous increase that is currently being phased in over a number of years for your policy.] or [Please note that we will still be implementing a [XX%] increase (that is currently scheduled to be implemented over the next [XX] years. That increase was previously allowed in your state [but has not yet taken effect for your policy.] or [and is currently being implemented]].** Future rate increases are important to GLIC's ability to pay future claims. The inability to obtain future rate increases may impair GLIC's ability to do so.

As explained further below, it is possible the actual rate increases we seek will be larger or more numerous than currently planned. As you review your special settlement options, you should know that recently, A.M. Best, a global credit rating agency focused on evaluating the claims paying ability of insurance companies, downgraded its rating of GLIC's financial strength to C++, indicating A.M. Best's view that GLIC has a "marginal ability to meet [its] ongoing insurance obligations."

You should also know that based on our projections, rate increase requests that exceed these percentages would be actuarially justified.

These planned rate increases will only take effect as permitted by applicable state insurance regulators. Based on our experience, we expect that most states will continue to grant some portion or all of the requested rate increases. However, there are some states that have not granted any rate increases in the last ten years and others that cap the allowable annual increase on policies issued in their states. In states that do not grant the full increases requested, our current plan is to continue to file for rate increases up to the full amount of our original request.

Importantly, if either the performance of these policies and/or economic conditions differ from our projections, our requested rate increases may be higher or lower than our current plans or we may also seek additional future rate increases which are not contemplated in our current plans.

Sincerely,



Genworth Life  
 Genworth Life of New York  
 Administrative Office:  
 3100 Albert Lankford Drive  
 Lynchburg, VA 24501

# Important Information about Your Settlement Options

from Genworth Life Insurance Company and  
 Genworth Life Insurance Company of New York

## Definitions

These are summary definitions of terms used in the accompanying Skochin class action settlement letter, the Coverage Options Form, and this important information document. Please see your policy for complete definitions and details.

<b>Cash Payment</b>	The payment you will receive as a result of selecting a special Settlement Option that provides for a cash payment. The payment arises from the class action settlement and is not a policy benefit.
<b>[Annual] Premium</b>	This is the amount you must pay [every year], [twice a year], [each quarter], or [each month] in a timely manner to keep your policy in effect. If you select a settlement option with reduced premiums, your new premium will generally take effect as of the beginning of the next policy month after we receive your signed selection. Each policy month generally begins on the same day of the month as your policy anniversary date. Any future rate increases will be based on your new reduced premium amount.
<b>Maximum Benefit (Daily)</b>	The daily limit on the combined total for all benefit payments provided to each Insured Person under the policy's Respite Care Benefit, Long Term Care Facility Benefit, and Bed Reservation Benefit. It is called the "Daily Payment Maximum" in the policy. It is also used to determine other benefit limits.
<b>Inflation Benefit</b>	A benefit that increases your policy's benefits each year as shown in your policy. In the policy, it is called a "Benefit Increases" provision.
<b>Insured Person</b>	The policyholder named in the policy schedule, and another insured person, if any, who is also named in the policy schedule.
<b>Elimination Period</b>	This is generally the number of days for which each Insured Person must incur expenses that qualify for payments under the policy's Long Term Care Facility Benefit, before we will commence paying benefits. The Elimination Period must be satisfied before a Long Term Care Facility Benefit can be paid. Days an Insured Person receives services covered under the policy's Home Care Benefit in accordance with a Privileged Care Coordinator's Plan of Care can also be used to satisfy the Elimination Period. Days used to satisfy the Elimination Period do not need to be consecutive.
<b>Benefit Period</b>	This is generally the minimum period of years your policy will provide coverage. While the Benefit Period is not a policy definition, it is used to determine your policy's Total Lifetime Benefit.
<b>Total Lifetime Benefit</b>	The combined total amount we will pay as benefits under this policy. It is also called the "Lifetime Payment Maximum."

## Benefit values are approximate

Benefit values presented in the accompanying letter and Coverage Options Form are approximate due to rounding and certain timing considerations. If you select one of the settlement options, you will receive a written confirmation from us showing your new benefit values. Covered benefits payable at the time of a claim will be calculated in accordance with your policy.

## Considerations related to adjusting your coverage

All of the settlement options available to you may not be of equal value.

If you have a Partnership policy, reducing your coverage may result in a loss of Partnership status, a change in your asset protection type, and may reduce your overall protection.

Benefits are payable only when you meet the terms and conditions for receiving benefits under your policy.

If you remove an Inflation Benefit from your policy, your Maximum Daily Benefit and Total Lifetime Benefit will not increase.

Your Benefit Period is the period of time that is used to calculate the Total Lifetime Benefit. Your coverage is based on this lifetime payment maximum, not a certain period of time. If your Maximum Daily Benefit and/or the Benefit Period are reduced, the Total Lifetime Benefit payable under your policy will automatically be reduced because the policy maximum is a function of the Maximum Daily Benefit and the Benefit Period. In addition, other benefit amounts may be reduced.

## **Adjustments to premium**

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If you select a settlement option that eliminates an Inflation Benefit or otherwise reduces your coverage, for all options other than a reduced paid-up benefit option, your new premium will be determined as follows: Your new premium will be the same as what it would have been (at the time your settlement option becomes effective and including all premium increases) if your policy had included the reduced benefits since it first took effect. This premium is subject to change in accordance with the terms of your policy.

## **Premium payments by automatic withdrawal/third-party account/online banking**

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If you are using automatic withdrawals, the new required premium will be automatically deducted from your bank checking account. If you are using a third-party account, or online banking to pay your premiums, please be sure to make the proper adjustments and arrangements for paying the new required premium amount.

## **Total Lifetime Benefit is reduced by benefit payments**

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Any benefits paid or payable are deducted from the reduced Total Lifetime Benefit. This means the combined maximum policy benefits available for all insureds under the policy will be the new Total Lifetime Benefit less claims paid under the policy. Therefore, if you have previously been on claim, carefully consider whether reducing your benefits is appropriate for your circumstances. [(Note that the new maximum benefit for any reduced paid-up option will already reflect the reduction of past claims.)]

## **Selecting an Enhanced Reduced Paid-up Benefit [or a Basic Reduced Paid-up Benefit]**

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If you select a settlement option with a reduced paid-up benefit, your Total Lifetime Benefit will be reduced, any Inflation Benefit provision will be removed from your policy, and you will no longer have to pay policy premiums.

For the settlement option that includes the enhanced reduced paid-up benefit, and no cash payout, the new Total Lifetime Benefit will equal 200% of the difference between the sum of all premiums paid under the policy (excluding any waived premium), and the amount of all benefits paid or payable under the policy for expenses incurred prior to the date the settlement option takes effect.

[For the settlement option that includes the basic reduced paid-up benefit, as well as a cash payout, the new Total Lifetime Benefit will equal 100% of the sum of all premiums paid under the policy (excluding any waived premium) through December 31, 2015, minus the amount of all benefits paid or payable under the policy for expenses incurred prior to the date the settlement option takes effect].

Continuation of the policy under the enhanced reduced paid-up benefit [or the basic reduced paid-up benefit] is subject to the following conditions: (a) the policy will be continued under a paid-up status (with no further premium becoming due), subject to all of the terms and conditions of the policy; (b) except as stated below, and subject to the reduced Total Lifetime Benefit, the policy will have the same benefits, Elimination Period, and other policy limits in effect on the date the settlement option takes effect, (c) any Inflation Benefit that was in effect under the policy will no longer apply, which means the new Total Lifetime Benefit will not increase, and (d) coverage will end and the policy will terminate when the total benefits paid under the policy after the settlement option takes effect equals the Total Lifetime Benefit for the reduced paid-up benefit.

**Please note: selecting a reduced paid-up benefit will significantly reduce the policy benefits available to you.**

## **Selections of a special settlement option cannot be reversed**

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**Once you send us a signed request to select a settlement option, you cannot reverse your selection.** This means we will process any premium and/or benefit reductions for the settlement option and you will not be able to revert back to the premium and benefits you had before your selection. For policies that insure both the policyowner and another Insured Person, the selection of a settlement option cannot be reversed once both the policyowner and other Insured Person send us a signed request to select the settlement option. Because a settlement option cannot be reversed once selected, please carefully consider whether it is right for you before you send us your selection.

## **Taxes**

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Your policy, including any reduced benefits associated with the selection of a settlement option, 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.

It is your responsibility to assess any potential tax consequences of selecting a settlement option, including, for example, whether any cash payment you receive is taxable. Plr  
consult with your tax advisors. Genworth cannot provide tax advice.

## **For more information**

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If you have questions for us about the settlement options available to you, you may call our Genworth Customer Service Team at [800-883-1127].

For information about the cost of long term care in your area, and to see how those costs may change in the future, visit our 2019 Cost of Care Survey at [].



# Coverage Options Form

Genworth Life  
 PO Box 4005  
 Lynchburg, VA 24506

Policyholder: [Mr. John Smith]  
 Date: [December 13, 2020]  
 Policy Number: [123456]

### THREE WAYS TO CHOOSE

<b>Email:</b> <input type="checkbox"/>		<b>Fax:</b> <input type="checkbox"/>			<b>Mail:</b> Check a box below. Tear off and return to <input type="checkbox"/> .	
Your Options	Your Current Benefits	Option 1 Enhanced Reduced Paid-Up Benefit	Option 2 Basic Reduced Paid-Up Benefit Plus Cash Payment	Option 3 Remove Inflation Benefit & Revert to Original Benefit Levels Plus Cash Payment	Option 4 Remove Inflation Benefit & 25% Reduction to Certain Maximum Benefit Plus Cash Payment	Option 5 Reduce Benefit Period from [Lifetime] to [x] Years & Reduce Lifetime & Daily Benefit Maximums Plus Cash Payment
Cash Payment	N/A	None	\$[11,585.55]	\$[7,744.88]	\$[1,914.25]	\$[6,245.96]
Your [Annual Premium]	\$[3,963.52]	Pay no further premiums.	Pay no further premiums.	\$[2,027.30]	\$[3,484.96]	\$[2,402.03]
Maximum Benefit (Daily)	\$[343.80]	\$[343.80]	\$[343.80]	\$[150.00]	\$[257.85]	\$[257.85]
Inflation Benefit	[Compound [5]%]	[None]	[None]	[None]	[None]	[Compound [5]%]
Elimination Period	[100] Days	[100] Days	[100] Days	[100] Days	[100] Days	[100] Days
Benefit Period	[Unlimited]	[N/A]	[N/A]	[Unlimited]	[Unlimited]	[6 years]
Total Lifetime Benefit	[Unlimited]	\$[72,409.66]	\$[24,210.80]	[Unlimited]	[Unlimited]	\$[564,691.50]

**No further Premiums**  
**Option 1:** Paid-up benefit of 2X difference between premium paid less claims payments  
**Option 2:** Paid-up benefit of 1X premiums paid through 12-31-2015, plus premiums paid on or after 1-1-2020, less claims payments; get a cash payment of [#####]  
**Reduced premiums**  
**Option 3:** Remove inflation benefit; benefit maximums revert to original levels; get a cash payment of [#####]  
**Option 4:** Remove inflation benefit; benefit maximums reduce by 25% [in case of unlimited, daily maximum reduced by 25%]; get a cash payment of [#####]  
**Option 5:** Reduce benefit period; reduce lifetime maximum and daily maximum; get a cash payment of [#####]

**Please read all documents before making a decision. If you don't want to choose any of these options, you don't need to do anything and your policy will stay the same. To choose one of these options, we must hear from you by [December 8, 2019]. Otherwise, your policy will stay the same and you will no longer be entitled to these special settlement options, including those that result in a payment to you.**

**Questions? CALL [XXX XXX.XXX]**

### ACT NOW: Your immediate action is required by [Date].

- Option 1:** Enhanced Reduced Paid-Up Benefit
- Option 2:** Basic Reduced Paid-Up Benefit Plus Cash Payment
- Option 3:** Remove Inflation Benefit, Revert to Original Benefit Level Plus Cash Payment
- Option 4:** Remove Inflation Benefit and 25% Reduction to Certain Maximum Benefits Plus Cash Payment
- Option 5:** Reduce Benefit Period from [Lifetime to [x] Years & Reduce Lifetime & Daily Benefit Maximums Plus Cash Payment.

### Please return in the enclosed envelope.

By signing, you represent and agree that (1) we are authorized to process the requested change to your policy, (2) a request for a settlement option cannot be reversed once requested, (3) the change will not be effective until reflected in a confirmation we send you, (4) benefits and premiums quoted above are subject to confirmation and may change, (5) you have read and understand the information on this form and the enclosed documents, and (6) complete terms are in your policy. You do not need to return this form if you are keeping your current coverage. If changing your coverage to one of the options above, please check the blue box to indicate your choice, then sign and return this form by email, fax, or mail [in the enclosed envelope] by: [#####]

Policyholder: [Mr. John Smith]  
 Date: [December 13, 2020]  
 Policy Number: [123456]

Signature: \_\_\_\_\_  
 2<sup>nd</sup> Signature\*: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Address: \_\_\_\_\_

\* If the policy insures a person in addition to the policy owner, then both the policy owner and the other insured person must sign the form to select a special settlement option.

**V. AMENDMENTS TO APPENDIX E. NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT**

**NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT**

*Jerome Skochin, et al. v. Genworth Life Insurance Company, et al.*

United States District Court for the Eastern District of Virginia (Richmond Division), Case No. 3:19-cv-0004s9-REP

**TO: POLICYHOLDERS OF GENWORTH LIFE INSURANCE COMPANY (“GLIC”) AND GENWORTH LIFE INSURANCE COMPANY OF NEW YORK (“GLICNY”) (collectively GLIC and GLICNY are referred to as “Genworth”) LONG-TERM CARE INSURANCE POLICIES ON POLICY FORMS OR CERTIFICATES IDENTIFIED IN THE ATTACHED APPENDIX 1 (the “Class Policies”) IN FORCE ON OR AFTER JANUARY 1, 2012, WHOSE POLICIES HAVE NOT LAPSED OR BEEN TERMINATED**

YOU ARE HEREBY NOTIFIED that a proposed settlement of the above-entitled class action lawsuit pending in the United States District Court of the Eastern District of Virginia (“the Class Action”) has been reached between the parties, and on January 15, 2020, the settlement was granted preliminary approval by the Court supervising the lawsuit.

THE PURPOSE OF THIS NOTICE is to describe the Class Action, to inform you of the proposed settlement terms, and to inform you of your **potential** rights and options in connection with the settlement.

The settlement will resolve all claims in the above-entitled Class Action. A court hearing concerning the fairness of the Settlement (the “Final Approval Hearing”) will be held on July 10, 2020 at 10:00 AM at the following address: The Spottswood W. Robinson III and Robert R. Merhige, Jr., Federal Courthouse, 701 East Broad Street, Richmond, VA 23219, Richmond Courtroom 7400 to determine whether the settlement should be given final approval by the Court. You are not required to attend the hearing in order to participate in the settlement. **BECAUSE YOUR RIGHTS MAY BE AFFECTED, IT IS EXTREMELY IMPORTANT THAT YOU READ THIS ENTIRE NOTICE CAREFULLY.**

If you have any questions, you may contact Epiq (the “Settlement Administrator”) toll-free at 1 (833) 991-1532, or you may call Class Counsel at (800) 449-4900. You should not contact the Court, Genworth, or Genworth’s counsel with questions about this Notice or the settlement, although you may contact Genworth, as usual, about your policy, benefits, or any election letter received.

## **A. DESCRIPTION OF THE CLASS ACTION**

On January 18, 2019, three individuals with GLIC Choice 1 long term care insurance policies, Jerome Skochin, Susan Skochin, and Larry Huber (“Named Plaintiffs”), filed a Class Action Complaint (“Complaint”) against GLIC (and another, now dismissed Genworth entity) in the United States District Court for the Eastern District of Virginia, alleging that GLIC intentionally withheld material information from policyholders with respect to the full scope and magnitude of GLIC’s rate increase action plans and its reliance on policyholders paying increased rates to pay future claims. That Complaint was amended on April 29, 2019, September 20, 2019, and November 22, 2019. The Third Amended Complaint is against GLIC and GLICNY and alleges fraudulent inducement by omission and violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law on behalf of policyholders in all fifty states.

Genworth denies any wrongdoing or legal liability for any alleged wrongdoing in connection with any facts or claims that have been or could have been alleged in Named Plaintiffs’ lawsuit (including all complaints) and contends that neither Named Plaintiffs nor the putative class have been injured or are entitled to any relief.

The Court has not ruled on the merits of the claims or defenses.

All Parties believe in the merits of their respective claims and defenses. Nevertheless, due to the uncertainties, risks, expenses, and business disruption of continued litigation, the Parties have agreed to settle the lawsuit after voluntary mediation proceedings involving a mediator. The parties have entered into a Joint Stipulation of Class Action Settlement and Release **and an Amendment to the Joint Stipulation of Class Action Settlement and Release** (together, the “Settlement Agreement”), which the Court has preliminarily approved as fair and reasonable. The principal terms of the Settlement Agreement are summarized in this Notice. The full Settlement Agreement is on file with the Court and available at [www.LongTermCareInsuranceSettlement.com](http://www.LongTermCareInsuranceSettlement.com). The attorneys for plaintiffs Jerome Skochin, Susan Skochin, and Larry Huber have been designated by the Court as “Class Counsel” to represent all Settlement Class members affected by the Settlement Agreement. Class Counsel believes that the Settlement Agreement summarized by this Notice is fair, reasonable, and adequate and in the best interests of the Settlement Class members. The following law firms are Class Counsel and represent the Settlement Class members:

Goldman Scarlato & Penny, P.C.  Brian D. Penny 161 Washington Street Suite 1025 Conshohocken, PA 19428 Telephone: (888) 872-6975 Fax: (484) 580-8747	Robbins Geller Rudman & Dowd LLP  Stuart A. Davidson 120 East Palmetto Park Road, Suite 500 Boca Raton, FL 33432 Telephone: (561) 750-3000 Fax: (561) 750-3364	Berger Montague P.C.  Glen L. Abramson 1818 Market Street, Suite 3600 Philadelphia, PA 19103 Telephone: (215) 875-3000 Fax: (215) 875-4604
Phelan Petty, PLC Jonathan M. Petty 6641 West Broad Street, Suite 406 Richmond, VA 23230 Telephone: (804) 980-7100 Fax: (804) 767-4601		

The Settlement Administrator is Epiq. Epiq’s phone number is 1 (833) 991-1532; and its mailing address is *Skochin v. Genworth* Settlement Administrator, PO Box 4230, Portland, OR 97208-4230.

**B. SETTLEMENT CLASS MEMBERS**

The “Settlement Class” members for purposes of this settlement are defined as all policyholders of Class Policies excluding: (1) those Policyholders of Class Policies whose policies went into Non-Forfeiture Status prior to January 1, 2014; (2) those Policyholders of Class Policies that entered a Fully Paid-Up Status at any time up to the date the Class Notice is mailed; (3) any Policyholder whose Class Policy is lapsed<sup>10</sup> and is outside any period Genworth allows for the Class Policy to be automatically reinstated with payment of past due premium, or whose Class Policy has otherwise terminated<sup>11</sup>, as of the date of the Class Notice; or any Policyholder whose Class Policy is lapsed and is outside any period Genworth allows for the Class Policy to be automatically reinstated with payment of past due premium or has otherwise terminated, as of the date the Special Election Letter would otherwise be mailed to the Policyholder; ~~(3)-(4)~~ Genworth’s current officers, directors, and employees as of the date Class Notice is mailed; and ~~(4)~~ (5) Judge Robert E. Payne and his immediate family and staff.

<sup>10</sup> “Lapse” or “lapsed” means a status whereby a policy is no longer in force because premium was not paid as required. A lapsed policy terminates and cannot be reinstated if it is outside any period Genworth allows for the policy to be automatically reinstated with payment of past due premium. For purposes of this Agreement, a policy that goes on Non-Forfeiture Status is not a lapsed policy.

<sup>11</sup> “Terminated” means a status whereby a policy is no longer in force and is unable to be automatically reinstated by the policyholder with payment of past due premium. It includes, for example, a policy that has lapsed beyond the period permitted for automatic reinstatement; a policy that has been cancelled, or a policy (including a policy in Non-Forfeiture status) that is no longer in force because all available benefits have been exhausted.

Changes to your policy status or coverage (including, for example, whether your policy lapses or is terminated) may also impact whether or not you are in the proposed settlement class. If your policy lapses after the date of this notice, it must be reinstated within your applicable auto-reinstatement period if you wish to exercise rights and options in the settlement.

### **C. YOUR OPTIONS**

As a potential Settlement Class member, you have several options and you should read this entire Notice carefully before acting.

**OPTION #1:** If you do not oppose the settlement of the lawsuit, then simply do nothing. You do not need to return your Opt-Out Form and do not need to send any documents to the Settlement Administrator. **IF YOU DO NOTHING AND YOU MEET THE CLASS DEFINITION, YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT, INCLUDING THE RELEASE.** If you do nothing, you will not have the right to pursue your own action for the claims covered by the Class Action Release. If the Settlement Agreement is approved by the Court, you will then be sent another correspondence with options to elect to receive benefits in the Settlement Agreement.

**OPTION #2:** If you do NOT want to be bound by the Settlement Agreement and wish to retain the right to proceed against GLIC and/or GLICNY on your own as to the claims that were alleged, or that have a reasonable connection with any matter of fact set forth in the Class Action, subject to any defenses that may be available to GLIC and/or GLICNY to any claims you may have, including, but not limited to, statutes of limitation and statutes of repose, then you must notify the Settlement Administrator that you wish to exclude yourself from the Settlement Agreement and the Settlement Class.

To do so, you must send a signed letter to the Settlement Administrator, which includes: (1) your name, (2) your address, (3) if available, your policy number, (4) a statement that you are “requesting exclusion” from the Settlement Agreement, (5) the name of the case and case number (*Skochin, et al. v. Genworth Life Insurance Company, et al.*, Case No. 3:19-cv-00049-REP), and (6) your signature.

Opt-out letters can be mailed to the Settlement Administrator at the following mailing address: *Skochin v. Genworth* Settlement Administrator, PO Box 4230, Portland, OR 97208-4230.

The letter requesting exclusion must be postmarked no later than June 13, 2020. Any request for exclusion received with a postmark after that date will be invalid.

**IF YOU CHOOSE TO EXCLUDE YOURSELF, YOU WILL NOT RECEIVE THE SETTLEMENT AGREEMENT POLICY ELECTION OPTIONS OR OTHER RELIEF AND THE TERMS OF THE SETTLEMENT WILL NOT APPLY TO YOU.**

**OPTION #3: If you want to remain in the Settlement Agreement and be bound by its terms, but you oppose any aspect of the Settlement Agreement, you may object to the Settlement Agreement.**

In order to object, you must file a written Objection with the Clerk of United States District Court for the Eastern District of Virginia, located at 701 East Broad Street, Richmond, VA 23219, and you must serve a copy of the written Objection on the Settlement Administrator at the following address: *Skochin v. Genworth* Settlement Administrator, PO Box 4230, Portland, OR 97208-4230.

A written Objection must include: (1) your full name, (2) your current address, (3) if available, your long term care insurance policy number, (4) the name of the case and the case number (*Skochin et al. v. Genworth Life Insurance Company et al.*, Case No. 3:19-cv-00049-REP), (5) the basis or reason(s) for your objection(s), (6) your signature, and (7) if you (or someone on your behalf such as an attorney) intends to appear at the Final Approval Hearing, a statement stating that you (or someone on your behalf) intend to appear at the Final Approval Hearing.

Any written Objection must be filed with the Court **and** sent to the Settlement Administrator with a postmark no later than June 13, 2020. Any written Objection filed and/or mailed with a post-mark after this deadline will be invalid.

You may be permitted to appear personally (or through an attorney) at the Final Approval Hearing to present your objections directly to the Court if you timely file and serve a written Objection and do not submit a request for exclusion from the Settlement Agreement. A written Objection must state whether you (or someone on your behalf, such as an attorney) intends to appear at the Final Approval Hearing. If you wish to have an attorney represent you in connection with any written Objection, including to appear at the Final Approval Hearing, you will be responsible for any fees or expenses of that attorney. If you submit a written Objection, you will remain a Settlement Class member and, if the Court rejects your objection(s), you will still be bound by the terms of the Settlement Agreement, including the Release.

**D. SUMMARY OF PROPOSED SETTLEMENT TERMS**

This Settlement Agreement is conditioned upon the Court entering an order granting final approval of the Settlement Agreement as fair, reasonable, and adequate and in the best interests of the Class. Subject to the Settlement Agreement becoming final, the terms of the Settlement Agreement are as follows:

- 1. Special Election Disclosures and Options:** In consideration for a Release as described in Paragraph D.2, and as a direct result of the Class Action and the Settlement Agreement, Genworth will send a special election letter (“Special Election Letter”) to all Settlement Class members after the Settlement has been finally approved. The Special

Election Letter will contain, subject to approval by the Court and being approved by and/or not objected to by state insurance regulators:

- (a) Disclosure of certain information about GLIC's and/or GLICNY's future rate increase plans and need for future rate increases (the "Disclosures"); and
  - (b) Settlement Class members' right to make an election of either (1) maintaining current benefits at existing filed rates (subject to the future approved rate increases), or (2) electing from a selection of reduced paid-up benefit options or reduced benefit options (the "Special Election Options"), subject to the availability of those options depending on each Settlement Class members' current policy terms and benefits and any state limitations concerning Partnership Plan ("Partnership Plan") requirements. Special Election Options that may be available could increase the amount of your current non-forfeiture paid-up benefit or entitle you to cash damages pay-outs. The actual Special Election Options available to you will depend upon many factors including, but not limited to, your current policy status and benefits, final court approval, and state regulatory review and comment.
2. **Release:** Each member of the Settlement Class who does not timely and validly opt out of the Settlement Class, will fully and irrevocably waive and release GLIC and GLICNY (collectively "Genworth") and each of those entities' respective affiliates, predecessors, successors, parents, subsidiaries, and, for each of the foregoing, their current, former, and future directors, officers, direct and indirect owners, members, managers, attorneys, representatives, employees, and agents (the "Genworth Released Parties") of and from any and all known or unknown, contingent or absolute, matured or unmatured, suspected or unsuspected, disclosed or undisclosed, foreseeable or unforeseeable, liquidated or unliquidated, existing or arising in the future, and accrued or unaccrued claims, demands, interest, penalties, fines, and causes of action, that the Named Plaintiffs and Settlement Class members may have from the beginning of time through and including the final settlement date that relate to claims alleged, or that have a reasonable connection with any matter of fact set forth in the Class Action including, but not limited to, any claims relating to rate increases on Class Policies. This release specifically includes any legal or equitable claim arising from or related to any election or policy change made or not made by any Settlement Class member to his or her policy benefits prior to the final settlement date. Named Plaintiffs and Settlement Class members will further release the Genworth Released Parties and Class Counsel from any future claims, on any legal or equitable basis, relating to or arising out of the Special Election Options and/or statements and representations provided in connection with the Special Election Options including (but not limited to) any claim specifically relating to any decision, or non-decision, to maintain, modify, or give up coverage.

This Release will not prevent a Settlement Class member from making a claim for benefits under the policyholder's long-term care insurance policy consistent with his or her policy coverage.

This Class Notice only contains a summary of the actual benefits and release language contained in the Settlement Agreement, which is on file with the Court and available for your review, including on the settlement website described below. If the Settlement Agreement is not approved by the Court or does not become final for any reason, the Class Action will continue, this Release will not be binding, and the Special Election Options will not be available.

**3. Attorneys' Fees and Litigation Expenses:** As part of the request for Final Approval of the Settlement Agreement, Class Counsel will file a request seeking to be paid the following:

- (a) \$2,000,000.00 relating to the injunctive relief that is in the form of the Disclosures.
- (b) An additional contingent payment of 15% of certain amounts related to Special Election Options selected by the Settlement Class, which shall be no less than \$10,000,000.00 and no greater than \$24,500,000.00. **None** of the attorneys' fees will be deducted from payments made by Genworth to Settlement Class members.

Class Counsel will also file a request for an award of litigation expenses in this case. These expenses will be no more than \$75,000.00.

These are the only attorneys' fees and litigation expenses that Class Counsel will be paid as a result of the Settlement. Class members will not be required to separately pay Class Counsel for any other attorneys' fees or expenses. Genworth has agreed to pay all fees and expenses separately. The actual amounts of attorneys' fees and litigation expenses to be paid to Class Counsel will be determined by the Court, and these amounts will be paid by Genworth directly to Class Counsel.

This Class Notice only contains a summary of the actual Attorneys' Fees and Litigation Expenses provisions contained in the Settlement Agreement, which is on file with the Court and available for your review, including on the settlement website described below.

**4. Class Representative Service Payment:** Named Plaintiffs Jerome Skochin, Susan Skochin, and Larry Huber have been appointed as class representatives by the Court. As part of the request for Final Approval of the Settlement Agreement, Class Counsel will request that service payments be awarded to each class representative in an amount of up to \$25,000 for each of them for the time, work, and risk they undertook in bringing this Class Action and achieving a settlement on behalf of all Settlement Class members. None of the service payments approved by the Court will be deducted from payments made by Genworth to Settlement Class members.

## **E. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT**

The Final Approval Hearing on the fairness and adequacy of the Settlement Agreement will be held on July 10, 2020, at 10:00 AM in Courtroom 7400 in The Spottswood W. Robinson III and Robert R. Merhige, Jr., Federal Courthouse, 701 East Broad Street, Richmond, VA 23219. You are not required to attend the Final Approval Hearing in order to participate in the Settlement Agreement, although you are free to do so if you choose. The Court, in its discretion, may continue the Final Approval Hearing to a later date, in which case no additional written notice will be sent to Settlement Class members, so it is incumbent upon you to check the settlement website regarding the Final Approval Hearing date and time if you wish to attend.

## **F. ADDITIONAL IMPORTANT INFORMATION**

The Special Election Options described in this notice that may be part of this settlement still require final approval by the Court and are subject to review by state insurance regulators.

You should also consider the following additional information, which may impact the availability of Special Election Options under this settlement:

- 1. If you currently have a long-term care policy with Genworth, you must continue to pay premiums (unless they have been waived) to keep your policy in force so that it is eligible for Special Election Options under this settlement.** Your premiums also remain subject to any rate increases that may be approved or otherwise permitted.
- 2. Changes to your policy status or coverage (including lapse or termination) may impact whether or not you are in the proposed settlement class and/or whether Special Election Options will be available to you.**
  - If your policy lapses after the date of this notice but is still in the period during which your policy can be automatically reinstated by paying any past-due premium, you will need to reinstate your policy by paying the past-due premium to exercise any rights and options under the settlement.
  - If, before you are sent a Special Election Letter, your policy lapses and is outside any period Genworth allows for the policy to be automatically reinstated with payment of past due premium, or terminates for any other reason, then you will be excluded from the Settlement Class and the Special Election Options will not be available to you.
  - If, after you have been sent a Special Election Letter, your policy lapses and is outside any period Genworth allows for the policy to be automatically reinstated with payment of past due premium, or terminates for any other reason, then you will remain in the Settlement Class and release your claims, but you will no longer be eligible for the Special Election Options.

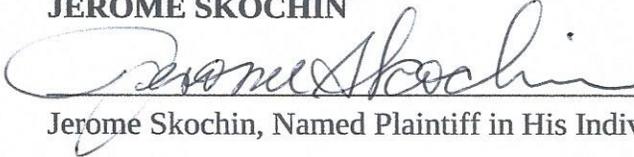
3. **If you reduce your coverage, including in response to a rate increase on your policy, your reduction in coverage may affect the Special Election Options that otherwise may become available to you under this settlement.** As a policyholder, you have options to reduce your coverage that are separate from the Special Election Options that may become available to you under this settlement. For example, if there is a premium rate increase on your policy, you will have options for reducing your coverage. Those options will be different from any Special Election Options that may become available under this settlement and do not include the possibility of a cash damages payout. If you select an option to reduce your coverage separate from the Special Election Options that may be available under this settlement, you may eliminate or reduce the availability of any future Special Election Options or the value of any corresponding cash damages payments that may be available. Whether one of these options or any Special Election Option will best meet your needs will depend on your specific circumstances.

This Notice is only a summary of the Settlement Agreement. For the precise terms and conditions of the settlement, the complete Settlement Agreement, pleadings and documents on file in this case, and other information about this settlement including important dates, PLEASE VISIT THE SETTLEMENT WEBSITE AT [www.LongTermCareInsuranceSettlement.com](http://www.LongTermCareInsuranceSettlement.com) OR CALL THE SETTLEMENT ADMINISTRATOR AT 1 (833) 991-1532.

BY SIGNING THIS AGREEMENT, THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THEY HAVE READ THE FOREGOING AGREEMENT, HAVE BEEN ADVISED OF ITS MEANING AND CONSEQUENCES BY THEIR RESPECTIVE LEGAL COUNSEL, KNOW AND UNDERSTAND THE CONTENTS THEREOF, AND HEREBY SIGN UNDER THEIR OWN FREE WILL.

Agreed to by:

**JEROME SKOCHIN**

 \_\_\_\_\_ Date: 3/25/2020  
Jerome Skochin, Named Plaintiff in His Individual and Representative Capacities

**SUSAN SKOCHIN**

 \_\_\_\_\_ Date: 3/25/2020  
Susan Skochin, Named Plaintiff in Her Individual and Representative Capacities

**LARRY HUBER**

\_\_\_\_\_ Date: \_\_\_\_\_  
Larry Huber, Named Plaintiff in His Individual and Representative Capacities

**GENWORTH LIFE INSURANCE COMPANY**

\_\_\_\_\_ Date: \_\_\_\_\_  
Genworth Life Insurance Company

By (Print Name): \_\_\_\_\_

Its: \_\_\_\_\_

BY SIGNING THIS AGREEMENT, THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THEY HAVE READ THE FOREGOING AGREEMENT, HAVE BEEN ADVISED OF ITS MEANING AND CONSEQUENCES BY THEIR RESPECTIVE LEGAL COUNSEL, KNOW AND UNDERSTAND THE CONTENTS THEREOF, AND HEREBY SIGN UNDER THEIR OWN FREE WILL.

Agreed to by:

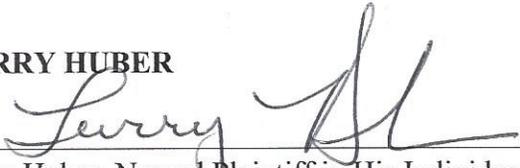
**JEROME SKOCHIN**

\_\_\_\_\_ Date: \_\_\_\_\_  
Jerome Skochin, Named Plaintiff in His Individual and Representative Capacities

**SUSAN SKOCHIN**

\_\_\_\_\_ Date: \_\_\_\_\_  
Susan Skochin, Named Plaintiff in Her Individual and Representative Capacities

**LARRY HUBER**

 \_\_\_\_\_ Date: 3/25/2020  
Larry Huber, Named Plaintiff in His Individual and Representative Capacities

**GENWORTH LIFE INSURANCE COMPANY**

\_\_\_\_\_ Date: \_\_\_\_\_  
Genworth Life Insurance Company

By (Print Name): \_\_\_\_\_

Its: \_\_\_\_\_

BY SIGNING THIS AGREEMENT, THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THEY HAVE READ THE FOREGOING AGREEMENT, HAVE BEEN ADVISED OF ITS MEANING AND CONSEQUENCES BY THEIR RESPECTIVE LEGAL COUNSEL, KNOW AND UNDERSTAND THE CONTENTS THEREOF, AND HEREBY SIGN UNDER THEIR OWN FREE WILL.

Agreed to by:

**JEROME SKOCHIN**

\_\_\_\_\_ Date: \_\_\_\_\_  
Jerome Skochin, Named Plaintiff in His Individual and Representative Capacities

**SUSAN SKOCHIN**

\_\_\_\_\_ Date: \_\_\_\_\_  
Susan Skochin, Named Plaintiff in Her Individual and Representative Capacities

**LARRY HUBER**

\_\_\_\_\_ Date: \_\_\_\_\_  
Larry Huber, Named Plaintiff in His Individual and Representative Capacities

**GENWORTH LIFE INSURANCE COMPANY**

    *Matt Keppler*     Date:     03/25/2020    

Genworth Life Insurance Company

By (Print Name):     Matt Keppler    

Its:     Senior Vice President



**GENWORTH LIFE INSURANCE COMPANY OF NEW YORK**

\_\_\_\_\_ Date: \_\_\_\_\_  
Genworth Life Insurance Company of New York

By (Print Name): \_\_\_\_\_

Its: \_\_\_\_\_

**GOLDMAN SCARLATO & PENNY, P.C.**

Brian D. Penny Date: 3/25/2020

By (Print Name): Brian D. Penny

*Attorneys for Named Plaintiffs and the Settlement Class*

**ROBBINS GELLER RUDMAN & DOWD LLP**

\_\_\_\_\_ Date: \_\_\_\_\_

By (Print Name): \_\_\_\_\_

*Attorneys for Named Plaintiffs and the Settlement Class*

**BERGER MONTAGUE P.C.**

\_\_\_\_\_ Date: \_\_\_\_\_

By (Print Name): \_\_\_\_\_

*Attorneys for Named Plaintiffs and the Settlement Class*

**PHELAN PETTY PLC**

\_\_\_\_\_ Date: \_\_\_\_\_

By (Print Name): \_\_\_\_\_

*Attorneys for Named Plaintiffs and the Settlement Class*

**GENWORTH LIFE INSURANCE COMPANY OF NEW YORK**

\_\_\_\_\_ Date: \_\_\_\_\_

Genworth Life Insurance Company of New York

By (Print Name): \_\_\_\_\_

Its: \_\_\_\_\_

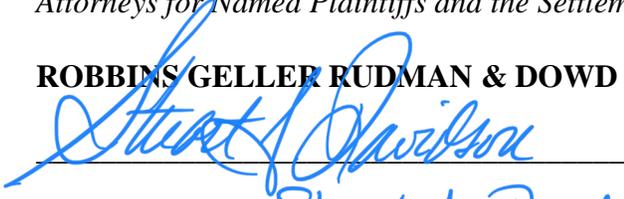
**GOLDMAN SCARLATO & PENNY, P.C.**

\_\_\_\_\_ Date: \_\_\_\_\_

By (Print Name): \_\_\_\_\_

*Attorneys for Named Plaintiffs and the Settlement Class*

**ROBBINS GELLER RUDMAN & DOWD LLP**



Date: 3/25/2020

By (Print Name): Stuart A. Davidson

*Attorneys for Named Plaintiffs and the Settlement Class*

**BERGER MONTAGUE P.C.**

\_\_\_\_\_ Date: \_\_\_\_\_

By (Print Name): \_\_\_\_\_

*Attorneys for Named Plaintiffs and the Settlement Class*

**PHELAN PETTY PLC**

\_\_\_\_\_ Date: \_\_\_\_\_

By (Print Name): \_\_\_\_\_

*Attorneys for Named Plaintiffs and the Settlement Class*

**GENWORTH LIFE INSURANCE COMPANY OF NEW YORK**

\_\_\_\_\_ Date: \_\_\_\_\_  
Genworth Life Insurance Company of New York

By (Print Name): \_\_\_\_\_

Its: \_\_\_\_\_

**GOLDMAN SCARLATO & PENNY, P.C.**

\_\_\_\_\_ Date: \_\_\_\_\_

By (Print Name): \_\_\_\_\_

*Attorneys for Named Plaintiffs and the Settlement Class*

**ROBBINS GELLER RUDMAN & DOWD LLP**

\_\_\_\_\_ Date: \_\_\_\_\_

By (Print Name): \_\_\_\_\_

*Attorneys for Named Plaintiffs and the Settlement Class*

**BERGER MONTAGUE P.C.**

 \_\_\_\_\_ Date: 3-25-2020

By (Print Name): Glen L. Abramson

*Attorneys for Named Plaintiffs and the Settlement Class*

**PHELAN PETTY PLC**

\_\_\_\_\_ Date: \_\_\_\_\_

By (Print Name): \_\_\_\_\_

*Attorneys for Named Plaintiffs and the Settlement Class*

**GENWORTH LIFE INSURANCE COMPANY OF NEW YORK**

\_\_\_\_\_ Date: \_\_\_\_\_  
Genworth Life Insurance Company of New York

By (Print Name): \_\_\_\_\_

Its: \_\_\_\_\_

**GOLDMAN SCARLATO & PENNY, P.C.**

\_\_\_\_\_ Date: \_\_\_\_\_

By (Print Name): \_\_\_\_\_

*Attorneys for Named Plaintiffs and the Settlement Class*

**ROBBINS GELLER RUDMAN & DOWD LLP**

\_\_\_\_\_ Date: \_\_\_\_\_

By (Print Name): \_\_\_\_\_

*Attorneys for Named Plaintiffs and the Settlement Class*

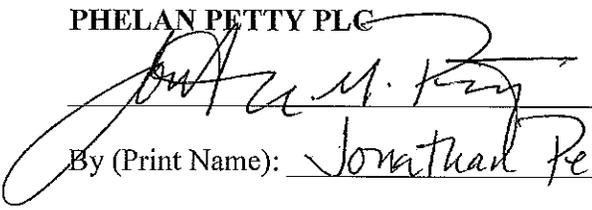
**BERGER MONTAGUE P.C.**

\_\_\_\_\_ Date: \_\_\_\_\_

By (Print Name): \_\_\_\_\_

*Attorneys for Named Plaintiffs and the Settlement Class*

**PHELAN PETTY PLC**

 \_\_\_\_\_ Date: 3-25-20  
By (Print Name): Jonathan Petty

*Attorneys for Named Plaintiffs and the Settlement Class*

**DENTONS US LLP**



Date: March 25, 2020

By (Print Name): Michael J. Duvall

*Attorneys for Defendants Genworth Life Insurance Company and Genworth Life Insurance Company of New York*

**MCGUIREWOODS LLP**

Date: \_\_\_\_\_

By (Print Name): \_\_\_\_\_

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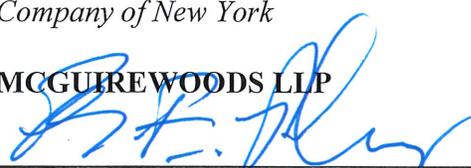
**DENTONS US LLP**

\_\_\_\_\_ Date: \_\_\_\_\_

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