

SERFF Tracking Number: SYMX-126042418 State: Arkansas  
Filing Company: Symetra Life Insurance Company State Tracking Number: 41604  
Company Tracking Number: L-10025 2/09  
TOI: L06I Individual Life - Variable Sub-TOI: L06I.002 Single Life - Flexible Premium  
Product Name: L-10025 2/09 Variable BOLI 2001 CSO  
Project Name/Number: IND- Individual/VL AR0009110F01

## Filing at a Glance

Company: Symetra Life Insurance Company

Product Name: L-10025 2/09 Variable BOLI 2001 CSO SERFF Tr Num: SYMX-126042418 State: Arkansas

TOI: L06I Individual Life - Variable SERFF Status: Closed-Approved- State Tr Num: 41604  
Closed

Sub-TOI: L06I.002 Single Life - Flexible Co Tr Num: L-10025 2/09 State Status: Approved-Closed  
Premium

Filing Type: Form

Author: Symetra Life

Reviewer(s): Linda Bird

Date Submitted: 02/19/2009

Disposition Date: 03/24/2009

Disposition Status: Approved-  
Closed

Implementation Date Requested: 03/19/2009

Implementation Date:

State Filing Description:

## General Information

Project Name: IND- Individual

Status of Filing in Domicile: Not Filed

Project Number: VL AR0009110F01

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 03/24/2009

Explanation for Other Group Market Type:

State Status Changed: 03/24/2009

Deemer Date:

Created By: Symetra Life

Submitted By: Symetra Life

Corresponding Filing Tracking Number:

Filing Description:

Symetra Life Insurance Company

NAIC # 1129-68608 FEIN # 91-0742147

RE: L-10025 2/09 - Flexible Premium Individual Life Policy

L-10026 2/09 - Stable Value Wrap Endorsement

LUC-144 2/09 - Individual Life Application

LUC-69 2/09 - Individual Life Application

SERFF Tracking Number: SYMX-126042418 State: Arkansas  
Filing Company: Symetra Life Insurance Company State Tracking Number: 41604  
Company Tracking Number: L-10025 2/09  
TOI: L061 Individual Life - Variable Sub-TOI: L061.002 Single Life - Flexible Premium  
Product Name: L-10025 2/09 Variable BOLI 2001 CSO  
Project Name/Number: IND- Individual/VL AR0009110F01

We are submitting copies of final versions of the above referenced forms for your review. The forms are new and do not replace any forms currently in use in your state. The content does not deviate from normal company or industry standards and contains no unusual or controversial items.

The L-10025 2/09, Individual Flexible Premium Life Insurance Policy, is a single life policy which will be offered with the Stable Value Wrap Endorsement described below. The product is not available to the general public, but rather it is intended for the bank-owned (BOLI) market. Each prospective owner of a policy will be required to represent that it is an "accredited investor" as defined by Regulation D, under the Securities Act of 1933, and a "qualified purchaser" as defined in Section 2(a)(51) of the Investment Company Act of 1940 and rules and regulations. Banks will be the owner and beneficiary of the policies they purchase on the lives of their officers, directors and key employees who consent in writing to the insurance. The product being offered is on a private placement basis. The policies issued in connection with this offering are not registered under the 1933 Act and the Company will rely upon the exemption under either Section 4(2) of the 1933 Act, Regulation D promulgated thereunder, or both.

The L-10026 2/09, Stable Value Wrap Endorsement, will be issued with the policy, if elected by the Owner. The Endorsement amends certain provisions of the policy if the Owner elects to allocate premiums or transfer all or a portion of the Policy Account to a Wrapped Sub-Account. The stable value is intended to smooth the market value volatility associated with certain underlying Sub-Accounts. The Endorsement is subject to the terms of the stable value wrap agreement and is not guaranteed by us.

A statement of variability is included in this filing.

The LUC-144 2/09 and the LUC-69 2/09, Individual Life Applications, be used in conjunction with the policy.

The policy will be issued to and owned by the policyowner. The policyowner will pay all premiums and be the owner and beneficiary of the policies. The purpose of the insurance is to fund certain plans such as employee welfare benefit plans and deferred compensation plans. The insureds will have no ownership rights or interest in the policy.

The issue ages are years 20 to 80.

The forms will be produced and printed electronically and may be produced with different systems in the future, which may cause minor changes in formatting. However, there will not be any change to the content of the forms.

If you have questions, please contact me at the number noted below.

Sincerely,

SERFF Tracking Number: SYMX-126042418 State: Arkansas  
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 Product Name: L-10025 2/09 Variable BOLI 2001 CSO  
 Project Name/Number: IND- Individual/VL AR0009110F01

Jennifer Bowles  
 Contract Analyst  
 Jennifer.Bowles@symetra.com  
 425-256-5536 or 800-796-3872 ext 65536

## Company and Contact

### Filing Contact Information

Jennifer Bowles, Insurance Compliance Analyst Jennifer.Bowles@symetra.com  
 P.O. Box 34690 SC-11 425-256-8000 [Phone]  
 Seattle, WA 98124-1690 425-256-5466 [FAX]

### Filing Company Information

Symetra Life Insurance Company	CoCode: 68608	State of Domicile: Washington
P.O. Box 34690	Group Code: 1129	Company Type:
Seattle, WA 98124-1690	Group Name:	State ID Number: 667
(425) 256-8000 ext. [Phone]	FEIN Number: 91-0742147	

## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50.00 per filing
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Symetra Life Insurance Company	\$50.00	02/19/2009	25829238

SERFF Tracking Number: SYMX-126042418 State: Arkansas  
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	03/24/2009	03/24/2009

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	02/24/2009	02/24/2009	Symetra Life	03/23/2009	03/23/2009

### Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Life Insurance Application	Symetra Life	03/04/2009	03/04/2009
Form	Flexible Premium Variable Life Insurance Contract	Symetra Life	03/04/2009	03/04/2009

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Request for Confidentiality	Note To Reviewer	Symetra Life	02/25/2009	02/25/2009

*SERFF Tracking Number:* SYMX-126042418      *State:* Arkansas  
*Filing Company:* Symetra Life Insurance Company      *State Tracking Number:* 41604  
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*Product Name:* L-10025 2/09 Variable BOLI 2001 CSO  
*Project Name/Number:* IND- Individual/VL AR0009110F01

## **Disposition**

Disposition Date: 03/24/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: SYMX-126042418 State: Arkansas  
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 Project Name/Number: IND- Individual/VL AR0009110F01

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	L-10025 2/09 Statement of Variability		Yes
Supporting Document	L-10026 2/09 Statement of Variability		Yes
Supporting Document	LUC-144 2/09 Statement of Variability		Yes
Supporting Document	Flesch Certification		No
Supporting Document	Compliance Certification		Yes
Supporting Document	L-10025/AR 2/09 Actuarial Demonstration, L-10025/AR 2/09 Actuarial Memorandum		No
Supporting Document	LUC-144 3/09 Statement of Variability		Yes
Form	Stable Value Endorsement		Yes
Form (revised)	Life Insurance Application		Yes
Form	Life Insurance Application	Replaced	Yes
Form (revised)	Life Insurance Application		Yes
Form	Life Insurance Application	Replaced	Yes
Form (revised)	Flexible Premium Variable Life Insurance Contract		Yes
Form	Flexible Premium Variable Life Insurance Contract	Replaced	Yes
Form	Flexible Premium Variable Life Insurance Contract	Replaced	Yes

SERFF Tracking Number: SYMX-126042418 State: Arkansas  
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Product Name: L-10025 2/09 Variable BOLI 2001 CSO  
Project Name/Number: IND- Individual/VL AR0009110F01

## Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 02/24/2009

Submitted Date 02/24/2009

Respond By Date

Dear Jennifer Bowles,

This will acknowledge receipt of the captioned filing.

### Objection 1

- Flexible Premium Variable Life Insurance Contract, L-10025 2/09 (Form)
- Flesch Certification (Supporting Document)

Comment: We did not find a provision in the contract that provide for return of monthly deductions beyond the month of death and for the payment of interest on delayed claim payments as described in Ark. Code Ann. 23-81-118.

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 6-87 and Bulletin 11-88 further address this issue. Please review your issue procedures and assure us that you are in compliance with Ark. Code Ann. 23-79-138 as provided by these bulletins.

Regulation 49 requires that a Life and Health guaranty notice be given to each policyowner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires taht all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Filings of variable contracts must be accompanied by a certification that Regulation 33, in particular Articles, IV, VII, IX and XI, has been reviewed and that the company is in compliance.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

SERFF Tracking Number: SYMX-126042418 State: Arkansas  
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Product Name: L-10025 2/09 Variable BOLI 2001 CSO  
Project Name/Number: IND- Individual/VL AR0009110F01

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 03/23/2009  
Submitted Date 03/23/2009

Dear Linda Bird,

### Comments:

We are in receipt of your objection letter regarding this filing.

### Response 1

Comments: We have revised section 8.1 of the contract to comply with Ark. Code Ann.23-81.119. The contract form number has been changed to L-10025/AR 2/09. Because of this form number change, the actuarial memo and demonstration have also been revised to reflect the new form number. Additionally, a certification of compliance has been attached, showing our compliance with the codes, bulletins and regulations mentioned in the objection letter.

Also, we have found it necessary to make some changes to application form LUC-144 2/09. A revised application is attached. The form number has been changed to LUC-144 3/09. Because of this form number change, a revised statement of variability has been attached to the filing that reflects the new form number.

### Related Objection 1

Applies To:

- Flexible Premium Variable Life Insurance Contract, L-10025 2/09 (Form)
- Flesch Certification (Supporting Document)

Comment:

We did not find a provision in the contract that provide for return of monthly deductions beyond the month of death and for the payment of interest on delayed claim payments as described in Ark. Code Ann. 23-81-118.

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 6-87 and Bulletin 11-88 further address this issue. Please review your issue procedures and assure us that you are in compliance with Ark. Code Ann. 23-79-138 as provided by these bulletins.

Regulation 49 requires that a Life and Health guaranty notice be given to each policyowner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires taht all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

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 Project Name/Number: IND- Individual/VL AR0009110F01

Filings of variable contracts must be accompanied by a certification that Regulation 33, in particular Articles, IV, VII, IX and XI, has been reviewed and that the company is in compliance.

**Changed Items:**

**Supporting Document Schedule Item Changes**

Satisfied -Name: Compliance Certification

Comment:

Satisfied -Name: L-10025/AR 2/09 Actuarial Demonstration, L-10025/AR 2/09 Actuarial Memorandum

Comment:

Satisfied -Name: LUC-144 3/09 Statement of Variability

Comment:

**Form Schedule Item Changes**

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Life Insurance Application	LUC-144	3/09	Application/Enrollment Form	Revised		0.000	LUC-144 3_09 .PDF
<b>Previous Version</b>							
Life Insurance Application	LUC-144	2/09	Application/Enrollment Form	Initial		0.000	LUC-144 2_09 .PDF
Flexible Premium Variable Life Insurance Contract	L-10025/AR	2/09	Policy/Contract/Fraternal Certificate	Revised		43.900	L-10025 10025_AR 2_09.PDF
<b>Previous Version</b>							
Flexible Premium Variable Life Insurance Contract	L-10025	2/09	Policy/Contract/Fraternal Certificate	Revised		43.900	L-10025 2_09.PDF
Flexible Premium Variable Life Insurance Contract	L-10025	2/09	Policy/Contract/Fraternal Certificate	Initial		43.900	L-10025 2_09.PDF

No Rate/Rule Schedule items changed.

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*Product Name:* L-10025 2/09 Variable BOLI 2001 CSO  
*Project Name/Number:* IND- Individual/VL AR0009110F01

Please let me know if anything further is required.

Linda Porter, Symetra Life Insurance Company  
800/796-38972, ext. 65495  
linda.porter@symetra.com

Sincerely,  
Symetra Life

SERFF Tracking Number: SYMX-126042418 State: Arkansas  
 Filing Company: Symetra Life Insurance Company State Tracking Number: 41604  
 Company Tracking Number: L-10025 2/09  
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 Product Name: L-10025 2/09 Variable BOLI 2001 CSO  
 Project Name/Number: IND- Individual/VL AR0009110F01

**Amendment Letter**

Submitted Date: 03/04/2009

**Comments:**

I am attaching revised forms. L-10025 2/09 had pagination errors and LUC-69 2/09 had formatting problems. No text was changed in either document.

Thank you.

**Changed Items:**

**Form Schedule Item Changes:**

**Form Schedule Item Changes:**

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
LUC-69 2/09	Application/ELife	nrollment Insurance Form Application	Revised				0.000	LUC-69 2_09.PDF
L-10025 2/09	Policy/Contract/Fraternal Certificate	Flexible Premium Variable Life Insurance Contract	Revised				43.900	L-10025 2_09.PDF

*SERFF Tracking Number:* SYMX-126042418      *State:* Arkansas  
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*Project Name/Number:* IND- Individual/VL AR0009110F01

**Note To Reviewer**

**Created By:**

Symetra Life on 02/25/2009 11:25 AM

**Last Edited By:**

Symetra Life

**Submitted On:**

02/25/2009 11:25 AM

**Subject:**

Request for Confidentiality

**Comments:**

Hello-

We are requesting that the entire filing be confidential, and not available for public viewing. My apologies for the delay of the request.

Thank you for your continued consideration,  
Jennifer Bowles

SERFF Tracking Number: SYMX-126042418 State: Arkansas  
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## Form Schedule

### Lead Form Number: L-10025 2/09

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	L-10026 2/09	Certificate	Stable Value Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	L-10026 2_09 .PDF
	LUC-144 3/09	Application/	Life Insurance Enrollment Application Form	Revised	Replaced Form #: Previous Filing #:	0.000	LUC-144 3_09 .PDF
	LUC-69 2/09	Application/	Life Insurance Enrollment Application Form	Revised	Replaced Form #: Previous Filing #:	0.000	LUC-69 2_09.PDF
	L- 10025/AR 2/09	Policy/Cont	Flexible Premium ract/Fratern Variable Life Insurance Contract Certificate	Revised	Replaced Form #: Previous Filing #:	43.900	L-10025_AR 2_09.PDF

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## STABLE VALUE ENDORSEMENT

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This Endorsement amends certain provisions of your policy if you have elected to allocate premium or transfer a portion or all of the Policy Account to a Wrapped Sub-Account.

We will enter into a stable value wrap agreement with a Wrap Provider on behalf of the Separate Account. This Endorsement will be in effect while the stable value wrap agreement is in effect. The stable value is intended to smooth the market value volatility associated with certain underlying Sub-Accounts you elect and the Wrap Provider agrees to wrap. You acknowledge having received and reviewed the stable value wrap agreement. This Endorsement is subject to the terms of the stable value wrap agreement and is not guaranteed by us. If the stable value wrap agreement terminates and we are unable to enter into a successor stable value wrap agreement, this Endorsement will terminate.

### *Coverage Description*

The following section replaces the **Transfers** section of the Table of Expense Charges:

**Transfers** – You may make [12] transfers in a policy year. Certain Wrapped Sub-Accounts may have a limit of [4] transfers to and/or from those Wrapped Sub-Accounts in a policy year.

The following sections are added to the Table of Expense Charges:

**A Stable Value Wrap Fee** not exceeding an annual rate of [1.00%] of the portion of your Policy Account allocated to Wrapped Sub-Account(s) will be accrued daily and deducted monthly in arrears from your Policy Account on your monthly anniversary.

**A Stable Value Wrap Termination Fee** not exceeding [10.00%] of the portion of your Policy Account loaned, surrendered, withdrawn, transferred, or otherwise removed from a Wrapped Sub-Account (if not transferred to another Wrapped Sub-Account) may be assessed at the time of removal.

### *1. Definitions*

The following definitions are added to your policy:

**Conforming Surrender** – a written request for a full or partial surrender of the policy in which you certify in a form acceptable to us and the Wrap Provider that you meet the required conditions for a conforming surrender, in accordance with the stable value wrap agreement.

**Stable Value Formula**– the formula used to determine the value of the portion of the Policy Account allocated to Wrapped Sub-Account(s) in accordance with the stable value wrap agreement.

**Unwrapped Sub-Account** – a Sub-Account that is not subject to the Stable Value Formula.

**Wrap Provider** – the third party with which we enter into the stable value wrap agreement. We are not liable for, and you agree not to seek recourse against us, for any failure on the part of the Wrap Provider to fulfill its obligations.

***Wrapped Sub-Account*** – a Sub-Account that is subject to the Stable Value Formula.

### ***4.3 Monthly Deductions***

Section 4.3 of your Policy, Monthly Deductions, is replaced with the following:

On each Monthly Anniversary, we make Deductions from your Policy Account to cover monthly administration expense and to provide insurance coverage. Such Deduction for any Monthly Anniversary is determined as follows:

- the cost of insurance as described in Section 4.4, Cost of Insurance Rate; plus
- the monthly administration expense shown in the Table of Expense Charges in the Coverage Description; plus
- a charge for mortality and expense risk as shown in the Coverage Description; plus
- a Stable Value Wrap Fee as shown in the Table of Expense Charges; plus
- the monthly cost of any benefits and riders provided by this policy.

### ***4.5 Transfers Among Investment Options***

The following paragraph is added to Section 4.5 of your Policy, Transfers Among Investment Options:

If you request a transfer from a Wrapped Sub-Account to an Unwrapped Sub-Account, the amount transferred may be determined on a market value basis (without applying the Stable Value Formula) and may be reduced by the Stable Value Wrap Termination Fee.

### ***5.1 Policy Loans***

The following paragraph is added to Section 5.1 of your Policy, Policy Loans:

For purposes of calculating the maximum loan amount, Net Cash Surrender Value will be determined on a market value basis (without applying the Stable Value Formula). The amount transferred to the GID for purposes of the loan collateral may be reduced by the Stable Value Wrap Termination Fee.

### ***5.4 Net Cash Surrender Value***

The following paragraph is added to Section 5.4 of your Policy, Net Cash Surrender Value:

If any portion of your Policy Account is allocated to a Wrapped Sub-Account and the Conforming Surrender requirements have been satisfied, the Net Cash Surrender Value for that portion will be determined using the Stable Value Formula. We may postpone the payment of your Net Cash Surrender Value. During this postponement period:

- your insurance coverage will remain in force, subject to the Grace Period provision of the policy;
- we will continue to assess monthly deductions; and
- the Policy Account previously allocated to Wrapped Sub-Account(s) will be transferred and held in the money market Wrapped Sub-Account for up to [360] days.

If the Conforming Surrender requirements have not been satisfied, Net Cash Surrender Value will be determined on a market value basis (without applying the Stable Value Formula) and may be reduced by the Stable Value Wrap Termination Fee, but will never be greater than Net Cash Surrender Value determined using the Stable Value Formula. Any excess market value will be retained by us.

### **5.6 Withdrawals**

The following paragraph is added to Section 5.6 of your Policy, Withdrawals:

Withdrawals from Wrapped Sub-Accounts may be determined on a market value basis (without applying the Stable Value Formula) and may be reduced by the Stable Value Wrap Termination Fee.

### **6.2 Separate Account (SA) Investment Divisions**

The following sentence is added to Section 6.2 of your Policy, Separate Account (SA) Investment Divisions:

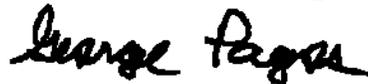
The amount you have in a Wrapped Sub-Account of our SA under this policy at any time is determined using the Stable Value Formula.

This Endorsement is effective on the Effective Date of the policy to which it is attached unless a different date is shown below. In the case of conflict between the provisions of the policy and this Stable Value Endorsement, the provisions of this Stable Value Endorsement will control.

Date of issue if other than Effective Date:

\_\_\_\_\_

Symetra Life Insurance Company



George Pagos  
Secretary

**LIFE INSURANCE APPLICATION — LUC-144 3/09**

**Symetra Life Insurance Company**  
**777 108<sup>th</sup> Avenue NE, Bellevue, WA 98004-5135**

**Mailing Address: P.O. Box 84068**  
**Seattle, WA 98124-9918**

APPLICANT INFORMATION	<b>Life Insurance for:</b> First                      MI                      Last													
	<input type="checkbox"/> Male <input type="checkbox"/> Female													
	Street/PO Box		City		State	Zip								
	Phone Number		Email		Soc. Sec. No.									
	Occupation		Employment Date		Gross Annual Income									
	Height	Weight	Driver's License #		State of Birth	Date of Birth								
	Owner if other than proposed insured (Please provide address and Soc. Sec. Number/Tax ID in remarks section)													
	Insurance Needed For <input type="checkbox"/> Debt/Family/Business Protection <input type="checkbox"/> Income Replacement <input type="checkbox"/> Retirement/Estate Planning <input type="checkbox"/> Other _____													
	<b>BENEFICIARY INFORMATION</b> <span style="float: right;">(P-Primary, C-Contingent)</span>													
	Name				Relationship		P	C						
Any living children born of this marriage or legally adopted to share equally.														
<b>Amount of Coverage \$</b>				<b>Quoted Premium</b>		\$								
<b>Plan Choice</b> <input type="checkbox"/> <b>Universal Life Plan</b> _____  <input type="checkbox"/> <b>Death Benefit Option (U-Life only):</b> <input type="checkbox"/> Level <input type="checkbox"/> Increasing  <input type="checkbox"/> <b>Term Plan</b> _____				<b>Riders</b> <input type="checkbox"/> Waiver of Premium _____ <input type="checkbox"/> Waiver of Monthly Deductions _____ <input type="checkbox"/> Include my children? (please complete the ICB form) <input type="checkbox"/> Other _____										
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:80%;"></td> <td style="width:10%; text-align: center;">Yes</td> <td style="width:10%; text-align: center;">No</td> </tr> <tr> <td>1. In the past 12 months, have you smoked cigarettes?</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>2. Has the proposed insured been actively at work on the application date for at least 30 hours per week for 90 days immediately preceding the application date, excluding vacation, or absences of 5 days or less?</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>							Yes	No	1. In the past 12 months, have you smoked cigarettes?	<input type="checkbox"/>	<input type="checkbox"/>	2. Has the proposed insured been actively at work on the application date for at least 30 hours per week for 90 days immediately preceding the application date, excluding vacation, or absences of 5 days or less?	<input type="checkbox"/>	<input type="checkbox"/>
							Yes	No						
1. In the past 12 months, have you smoked cigarettes?	<input type="checkbox"/>	<input type="checkbox"/>												
2. Has the proposed insured been actively at work on the application date for at least 30 hours per week for 90 days immediately preceding the application date, excluding vacation, or absences of 5 days or less?	<input type="checkbox"/>	<input type="checkbox"/>												
<b>REMARKS</b> Remarks: Please explain any "no" answer to question 2.														

<b>REPLACEMENT</b>	Do you have any other existing insurance policies or annuity contracts with this or any other company? (in force or applied for)			Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Company	Face Amount	Policy Type	Annual Premium	
	To the best of the applicant's knowledge, will the policy applied for replace any existing life insurance policy or annuity, or is any part of the premium to be paid by policy loan, or cash value on insurance presently in force? (if yes, attach state replacement disclosure)			Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Existing Policy Cash Value \$ _____		Amount of Surrender Charge \$ _____		
	Will new policy have surrender charges?			Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>AGENT</b>	Does the applicant have any existing life insurance policies or annuity contracts with this or any other company?			Yes <input type="checkbox"/>	No <input type="checkbox"/>
	To the best of your knowledge, will this insurance replace or change any existing life insurance or annuity?			Yes <input type="checkbox"/>	No <input type="checkbox"/>
	If replacing, how does this policy better serve the applicant's needs?				

**AUTHORIZATION TO RELEASE PERSONAL INFORMATION**

I hereby authorize and request any medical care provider, pharmacy, pharmacy benefits manager, individual employer, insurance company, reinsuring company, medical examiner, government unit, consumer reporting agency, or other person or organization, and MIB, Inc., to disclose any and all medical information, non-medical information, employment information, and insurance information they hold concerning me, to the employees, agents, or attorneys of Symetra Life Insurance Companies\*. This disclosure authorization will permit employees, agents or reinsurers of Symetra Life Insurance Companies to view, copy, be furnished copies, share, or be given details of all such information described above including, but not limited to, mental and physical condition, evaluation, diagnoses, treatment, prognoses, prescription records, and/or toxicology results; specifically to include drug, alcohol use, mental illness, psychiatric treatment or diagnosis, testing and/or treatment of HIV (AIDS virus) and/or other sexually-transmitted diseases. Symetra Life Insurance Companies obtain medical information only in connection with specific products or claims. Symetra Life Insurance Companies will not use or share personally identifiable medical information for any purpose other than the underwriting or administration of your policy, claim or account. I understand that the information obtained pursuant to this Authorization will be used for the purpose of verifying, evaluating, negotiating, and other pertinent legal uses, with respect to my application for insurance, or claim under a policy of insurance. This authorization will expire at the end of the contestability period of any insurance policy issued in reliance on the records obtained through this authorization or twenty-four (24) months after the date of signing this authorization. The individual signing this authorization has the right to revoke an authorization in writing, except to the extent that action has been taken in reliance on the authorization, or during a contestability period. A written statement revoking this authorization delivered to Symetra Life Insurance Companies at their usual business addresses will revoke this authorization. Any copy of this authorization shall have the same authority as the original. I also understand that I have a right to receive a copy of this authorization upon request.

I, the Owner, certify under the penalties of perjury that (1) the number shown in Applicant Info section is my correct taxpayer identification number, and (2) I am not subject to backup withholding.

Any person who, with intent to defraud or knowing he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

Signed this \_\_\_\_\_, at \_\_\_\_\_, State of \_\_\_\_\_  
Date City State

\_\_\_\_\_  
Printed Name of Proposed Insured

\_\_\_\_\_  
Print Name of Writing or Authorized Agent

\_\_\_\_\_  
Signature of Proposed Insured (Age 15 or older, 16 in CA)

\_\_\_\_\_  
Signature of Writing or Authorized Agent

\_\_\_\_\_  
Signature of Applicant/Owner if other than Proposed Insured

\_\_\_\_\_  
Agent Phone

\_\_\_\_\_  
Agent Email

\_\_\_\_\_  
Agent Stat Number

\* Symetra Life Insurance Companies include: Symetra Life Insurance Company, Symetra National Life Insurance Company.

## NOTICE OF INSURANCE INFORMATION PRACTICES

**MIB, Inc. (Medical Information Bureau, MIB)** – information regarding your insurability will be treated as confidential. Symetra Life or its reinsurers may, however, make a brief report thereon to MIB, a not-for-profit membership organization of insurance companies, which operates an information exchange on behalf of its Members. If you apply to another MIB Member company for life or health insurance coverage, or a claim for benefits is submitted to such a company, MIB, upon request, will supply such company with the information in its file.

Upon receipt of a request from you, MIB will arrange disclosure of any information it may have in your file. Please contact MIB at 1-888-692-6901 (TTY 1-866-346-3642). If you question the accuracy of information in the MIB's file, you may contact MIB and seek a correction in accordance with the procedures set forth in the Federal Fair Credit Reporting Act. The address of MIB's information office is 50 Braintree Hill Park, Suite 400, Braintree, MA 02184-8734.

**Investigative Consumer Report** – As a part of our underwriting procedure, we may request an investigative consumer report from a consumer reporting agency. A consumer report confirms and supplements the information on your application about your employment, residence, finances, smoking habits, marital status, occupation, hazardous avocations and general health. This report may also include information concerning your general reputation, personal characteristics and mode of living except as may be related directly or indirectly to your sexual orientation, including drug and alcohol use, motor vehicle driving record and any criminal activity. This information may be obtained through personal interviews with you, your family, friends, neighbors and business associates. If a report is required, you may request to be personally interviewed. If you wish to be personally interviewed, request this in the remarks section on the reverse side of this application and we will notify the consumer reporting agency.

The information contained in the report may be retained by the consumer reporting agency and later disclosed to other companies to the extent permitted by the Fair Credit Reporting Act. We hold investigative consumer reports in strict confidence, and we use them only to evaluate your application on a fair and equitable basis. You have a right to inspect and obtain a copy of this report from the consumer reporting agency. Such a report rarely has an adverse effect on an individual's eligibility for insurance. If it should, however, we will notify you in writing, and identify the reporting agency. You, or your authorized representative, are entitled to a copy of this Notice.

**Disclosure to Others** – Personal information we obtain about you during the underwriting process is confidential, and we will not disclose it to other persons or organizations without your written authorization, except to the extent necessary for the conduct of our business. Examples of situations where we may share information about you follow:

1. The agent may retain a copy of your application. If reinsurance is required, the reinsurance company will have access to our application file. We give the consumer reporting agency enough identity information about you so that it may initiate a consumer report investigation.
2. We may release information to another life insurance company to whom you have applied for life or health insurance, or to whom you have submitted a claim for benefits, if you have authorized that company to obtain such information, and it submits your authorization to us with its request for information.
3. As stated earlier, we may report information to the Medical Information Bureau.
4. We may release information to persons or organizations conducting bona fide actuarial or scientific research studies, audits or evaluations, or to our affiliates who may wish to market products or services.
5. We will disclose information to government regulatory officials, law enforcement authorities, and others where required by law.

**Access and Correction** – In general, you have a right to learn the nature and substance of any personal information about you in our file, upon your written request. Whenever we make an adverse underwriting decision, we will notify you of the reasons for the decision and the source of the information on which we based our decision. Please refer to the section on MIB, Inc., for that organization's disclosure procedure. There are procedures by which you can obtain access to personal information about you appearing in our policy files, including information contained in investigative consumer reports. We have also established procedures by which you may request correction, amendment or deletion of any information in our files which you believe to be inaccurate or irrelevant. A description of these procedures will also be sent to you upon request. If you feel that any information we have is inaccurate or incomplete, please write to the Individual New Business Department of Symetra Life, P.O. Box 84068, Seattle, WA 98124-9918. Your comments will be carefully considered and corrections made where justified.

LIFE INSURANCE APPLICATION — LUC-69 2/09

Symetra Life Insurance Company  
 [777 108<sup>th</sup> Avenue NE, Bellevue, WA 98004-5135

Mailing Address: [P.O. Box 84068]  
 Seattle, WA 98124-9918]

Print Name of Proposed Insured (as on Life App. Part I):			Policy Owners and individuals listed below (if any) are authorized to request in writing (1) the transfer of funds among investment options or (2) to change allocation percentages.
Initial Allocation Percentages (whole numbers only):			The identity of the requesting person will be verified when exercising the request.
<b>Investment Options</b>	<b>Premiums</b>	<b>Deductions</b>	
[Fidelity VIP Money Market Portfolio			Name of Authorized Individual:
Goldman Sachs Asset Management Life Insurance Specialty Securitized			Name of Authorized Individual:
Morgan Stanley Investment Management Core			Name of Authorized Individual:
Morgan Stanley Investment Management Targeted Duration Core			
Morgan Stanley Investment Management Mortgage			
Morgan Stanley Investment Management Credit			Remarks:
PIMCO MBS Constrained			
PMCO Mortgage LIBOR Plus			
Northern Trust Mortgage Index			
Fidelity VIP Money Market Portfolio – Wrapped			
Goldman Sachs Asset Management Life Insurance Specialty Securitized – Wrapped			
Morgan Stanley Investment Management Core - Wrapped			
Morgan Stanley Investment Management Targeted Duration Core – Wrapped			
Morgan Stanley Investment Management Mortgage – Wrapped			
Morgan Stanley Investment Management Credit - Wrapped			
PIMCO MBS Constrained – Wrapped			
PMCO Mortgage LIBOR Plus – Wrapped			
Northern Trust Mortgage Index – Wrapped			
Fidelity VIP Money Market Portfolio – Wrapped			
Goldman Sachs Asset Management Life Insurance Specialty Securitized – Wrapped			
Morgan Stanley Investment Management Core – Wrapped			
Morgan Stanley Investment Management Targeted Duration Core – Wrapped			
Morgan Stanley Investment Management Mortgage – Wrapped			
Morgan Stanley Investment Management Credit – Wrapped			
PIMCO MBS Constrained – Wrapped			
PMCO Mortgage LIBOR Plus – Wrapped]			
Total (must equal 100%):			
Allocations for deductions will be the same as premiums unless otherwise noted			

I/We represent that the statements and answers recorded on this application are true and complete to the best of my/our knowledge and belief; and I/we agree that they shall form a part of any insurance policy issued hereon.

I UNDERSTAND THAT UNDER THE POLICY APPLIED FOR: (A) THE AMOUNT AND DURATION OF THE DEATH BENEFIT MAY VARY UNDER SPECIFIED CONDITIONS; (B) POLICY VALUES MAY INCREASE OR DECREASE IN ACCORDANCE WITH THE INVESTMENT EXPERIENCE OF INVESTMENT DIVISIONS IN A SEPARATE ACCOUNT; (C) THE AMOUNT PAYABLE AT THE FINAL POLICY DATE IS NOT GUARANTEED BUT IS DEPENDENT UPON THE AMOUNT THEN IN THE POLICY ACCOUNT; (D) ILLUSTRATIONS OF BENEFITS, INCLUDING THE DEATH BENEFITS, POLICY BENEFITS AND CASH SURRENDER VALUES ARE AVAILABLE UPON REQUEST; AND (E) THIS POLICY MEETS MY INVESTMENT OBJECTIVES AND ANTICIPATED FINANCIAL NEEDS.

I hereby acknowledge receipt of the prospectus for this policy and accompanying funds dated\_\_\_\_\_.

Signed this \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_  
Day Month Year City State

I certify that I have asked and recorded completely and accurately the answers to all questions on the application and I know of nothing affecting the risk that has not been recorded.

\_\_\_\_\_  
Signature of Sales Representative

\_\_\_\_\_  
Signature of Proposed Insured\* (Age 15 or older – 16 in California)

\_\_\_\_\_  
Signature of Applicant/Owner\*\* if other than the Proposed Insured

\*In Pennsylvania, if Proposed Insured is less than age 18, signature of Parent/Guardian 18 years or older required.

\*\*If applicant/owner is a corporation or partnership, a corporate officer/partner other than Proposed Insured must sign and state title.

Insured: John Doe  
Policy Number: FL0000001  
Policy Date: September 1, 2009

Owner: Jane Doe  
Rate Class: Standard Non-Nicotine  
Gender: Male

**SYMETRA LIFE INSURANCE COMPANY  
FLEXIBLE PREMIUM VARIABLE LIFE INSURANCE**

Symetra Life Insurance Company will pay the insurance benefits and provide the other rights and benefits of this policy in accordance with its provisions.

This is a flexible premium variable life insurance policy. You can;

- Increase or decrease the Face Amount of insurance;
- Make premium payments at any time and, within limits, in any amount;
- Change the allocation of Net Premiums and Deductions among your investment options;
- Transfer amounts among your investment options.

These rights and benefits are subject to the terms and conditions of this policy. Policy changes are subject to approval and may require evidence of insurability.

Your Net Premiums will be put in your Policy Account. You may allocate them to one or more investment divisions of our Separate Account (SA).

The portion of your Policy Account that is in our Guaranteed Interest Division (GID) will accumulate, after deductions, at rates of interest we determine. Such rates will not be less than 4% a year. The GID is available only for loan collateral.

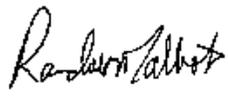
**The portion of your Policy Account that is in an investment division of our SA will vary up or down depending on the investment performance of the corresponding portfolio of a designated investment company, and there are no minimum guarantees.**

**The amount of death benefit will increase or decrease as described in this policy under Section 8.**

This is a non-participating policy.

**THIS IS A LEGAL CONTRACT. PLEASE READ IT CAREFULLY.**

  
[ ]

  
[ ]

[George Pagos]  
[Secretary]

[Randall H. Talbot]  
[President]

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**Right to Examine the Policy: [Non-Replacement Sales: You may examine this policy and if for any reason you are not satisfied with it, you may return it within 10 days from the date it was received to Symetra or to the Registered Representative of record. If this policy is returned, it is considered void and a refund will be made. The amount we refund will be equal to the premium payments as of the date we receive the returned policy.]**

**[Replacement Sales: You may examine this policy and if for any reason you are not satisfied with it, you may return it within 10 days from the date it was received to Symetra or to the Registered Representative of record. If this policy is returned, it is considered void and a refund will be made. The amount we refund will be equal to the premium payments as of the date we receive the returned policy.] THIS IS A LEGAL CONTRACT. PLEASE READ IT CAREFULLY.**

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**POLICY NUMBER: 000000000**

**COVERAGE DESCRIPTION** -----

**PRIMARY INSURED:** John Doe

**ISSUE DATE:** 01/01/2009

**INITIAL PREMIUM:** \$19,876

**MONTHLY**

**ANNIVERSARY:** 1<sup>st</sup> day of each month

**PLANNED PERIODIC PREMIUM:**

**PREMIUM PAYABLE:** Annual

**MINIMUM MONTHLY PREMIUM:**

**INITIAL FACE AMOUNT:** \$100,000

**DEATH BENEFIT OPTION:** Fixed – Face Amount includes the amount in your Policy Account

<b>AMOUNT OF COVERAGE</b>	<b>COVERAGE</b>	<b>EXPIRATION</b>
-------------------------------	-----------------	-------------------

Primary Insured:

John Doe  
Issue Age: 35  
Class: Male, Non-nicotine

\$100,000

Life Insurance

Coverage may expire if premiums paid are insufficient to continue coverage as outlined in your Contract. See

your Policy Provisions.

**POLICY NUMBER: 000000000**

**COVERAGE DESCRIPTION -----**

***Table of Expense Charges***

**The Premium Tax Charge** is [2.10%] of each Premium payment. This amount is subtracted from each Premium payment. We reserve the right to change this percentage to conform with changes in the law or if you change residence.

**The Premium Charge** is [1.25%] of each Premium payment. This amount is subtracted from each Premium payment. We reserve the right to change this charge, but it will never be more than [2.00%].

**The Administration Expense** for each month is [\$5.00]. This amount will be deducted from your Policy Account. We reserve the right to change this charge, but it will never be more than [\$5.00].

**A mortality and expense risk charge** not exceeding an annual rate of [3.00]% of your Policy Account excluding any experience rating credits, if applicable, will be accrued daily and deducted monthly in arrears from your Policy Account on your monthly anniversary.

**Transfers** - You may make [12] transfers in a calendar year.

**SCHEDULE OF GUARANTEED MAXIMUM COST OF INSURANCE RATES** \_\_\_\_\_

**MONTHLY RATES PER \$1,000 OF NET AMOUNT AT RISK**

<b>AT BEGINNING OF POLICY YEAR</b>	<b>ON JAN 1</b>	<b>LIFE INSURANCE RATE</b>
01	2008	0.09330
02	2009	0.09750
03	2010	0.10340
04	2011	0.11090
05	2012	0.11750
06	2013	0.12670
07	2014	0.13760
08	2015	0.15090
09	2016	0.16680
10	2017	0.18430
11	2018	0.20360
12	2019	0.22280
13	2020	0.23870
14	2021	0.25120
15	2022	0.26710
16	2023	0.28800
17	2024	0.31480
18	2025	0.34740
19	2026	0.38510
20	2027	0.43280
21	2028	0.48650
22	2029	0.54190
23	2030	0.59560
24	2031	0.64930
25	2032	0.71240
26	2033	0.78900
27	2034	0.88250
28	2035	0.99130
29	2036	1.11040
30	2037	1.23480
31	2038	1.36450
32	2039	1.49610
33	2040	1.63380
34	2041	1.77950

35	2042	1.94340
36	2043	2.13510
37	2044	2.36850
38	2045	2.64230
39	2046	2.93170
40	2047	3.24400
41	2048	3.58550
42	2049	3.97230
43	2050	4.42460
44	2051	4.95330
45	2052	5.55010
46	2053	6.22100
47	2054	6.95710
48	2055	7.74440
49	2056	8.61340
50	2057	9.59120
51	2058	10.69340
52	2059	11.92410
53	2060	13.27640
54	2061	14.74020
55	2062	16.30600
56	2063	17.89750
57	2064	19.49630
58	2065	21.20720
59	2066	23.05250
60	2067	25.04430
61+	2068	0.00000

**TABLE OF SURRENDER CHARGES -----**

<u>Policy Year</u>	<u>Percentage of Policy Account</u>
[1]	[8.0%]
[2]	[7.0%]
[3]	[6.5%]
[4]	[6.0%]
[5]	[5.5%]
[6]	[5.0%]
[7]	[4.5%]
[8]	[4.0%]
[9]	[3.5%]
[10]	[3.0%]
[11]	[2.5%]
[12]	[2.0%]
[13]	[1.5%]
[14]	[1.0%]
[15]	[0.5%]
Thereafter	[0.0%]

See Section 5.5 of your Policy for details about when Surrender Charges apply.

## 1. DEFINITIONS

---

**Deduction(s)**— includes one or more of the following: loans, loan interest, monthly deductions or withdrawals.

**Effective Date** — the date insurance coverage begins under this policy. It is shown in the Coverage Description. Policy years and months are measured from the Effective Date.

**Face Amount** — shown in the Coverage Description.

**General Account** — the account which holds all of our assets other than those held in any Separate Account.

**Guaranteed Interest Division (GID)** — The non-variable portion of the Policy Account that is used for collateral when a loan is taken.

**Home Office** — Our main office, 777 108<sup>th</sup> Ave. NE Suite 1200, Bellevue, WA, 98004-5135. You should send all payments, notices, correspondence and complaints to our Home Office.

**Insured** — the person whose life is Insured under this policy as shown in the Coverage Description.

**Maturity Date** — the Policy Anniversary following the Insured's 95th birthday. On the Maturity Date, the Net Cash Surrender Value will be paid to you.

**Monthly Anniversary** — the same day as the Effective Date for each succeeding month.

**Net Cash Surrender Value** —the Policy Account less applicable surrender charges, loans and loan interest.

**Net Premium** — An amount paid to us for allocation under the policy less any premium tax charge and any premium charges, as shown in the Coverage Description.

**Policy Account** — the sum of the value of policy assets in the Guaranteed Interest Division and the Separate Account plus any experience rating credits if applicable.

**Policy Anniversary** — the same month and day as the Effective Date for each succeeding year.

**Separate Account (SA)** — Symetra Separate Account [VL] which is a segregated asset account established under Washington law to receive and invest premiums for the policy.

**Sub-Account** - A sub-division of the Separate Account; also referred to as an investment division. A Sub-Account may invest in a portfolio of a registered investment company, a managed account, or a private investment company.

**Sub-Account Value** - The market value of the assets allocated to the owner in the Sub-Account minus any liabilities of or attributable to the Sub-Account. The Sub-Account Value is based upon the investment experience of the investment division selected by the owner and will increase or decrease.

**Unit Value** — the unit of measure used to determine the value of the investment divisions in the Separate Account.

**Valuation Day** — the day on which the net asset value of an underlying investment division is determined. On any Valuation Day the value of an investment division asset is determined at the close of the NYSE. To determine the value of an asset on a day that is not a Valuation Day, the value of that asset as of the previous Valuation Day may be used subject to the Postponement of Transactions Provision.

**Valuation Period** — is the interval of time between a Valuation Day and the next Valuation Day.

“we”, “our” and “us” — refer to Symetra Life Insurance Company.

“you” and “your” — refer to the owner of the policy at the time an owner's right is exercised.

## **2. OWNER AND BENEFICIARY PROVISIONS**

---

### **2.1 Owner**

The owner of this policy is named in the application, unless later changed. Ownership changes are subject to Section 2.5.

You are entitled to exercise all the rights of this policy while the Insured is living. If you designate an irrevocable beneficiary or assign the policy, your rights are limited.

### **2.2 Beneficiary**

The original beneficiary is stated in the application. The beneficiary is entitled to the death benefits of this policy. If there are two or more beneficiaries, those who survive the Insured will share the death benefits equally, unless you have made other arrangements with us.

If there is no designated beneficiary living at the death of the Insured, we will pay the death benefits to you, or your estate. If a beneficiary dies within 60 days after the Insured dies, and before payment of any death benefits, we will make payments as though the beneficiary had died before the Insured. The beneficiary designation may include provisions that replace these provisions.

### **2.3 Changing Owner or Beneficiary**

While the Insured is living and this policy is in force, you may change the owner or beneficiary by sending a written notice to our Home Office. The written notice must have the name of the new beneficiary or name and notarized signature of the new owner, and be signed by you. If acceptable to us, changes related to beneficiaries and ownership will take effect as of the date received in our Home Office.

### **2.4 Assignment**

Subject to Section 2.5, you may assign this policy. We will not accept or be bound by an assignment unless we receive in our Home Office a written assignment that is signed by you. Your rights and those of any other person referred to in this policy will be subject to the assignment. We assume no responsibility for the validity of an assignment. A collateral assignment will not change ownership. We will consider an absolute assignment as a change of ownership.

### **2.5 Institutional Owner Changes/Assignments**

The owner of the policy must qualify to purchase the policy as an accredited investor under the federal securities laws. Any new owner or assignee must also qualify as an accredited investor and the change of ownership or assignment must be exempt under the federal securities laws. Therefore, notwithstanding Sections 2.3 and 2.4, you may not change the owner or assign the policy without our prior written consent which we may withhold at our discretion. All other conditions of Sections 2.3 and 2.4 for change of ownership or assignment must also be satisfied.

## **3. PREMIUM PROVISIONS**

---

### **3.1 Initial Premium**

The initial premium shown in the Coverage Description is due on or before delivery of the policy. No insurance will take effect before the initial premium is paid.

### **3.2 Subsequent Premiums**

Premiums may be paid at any time while the policy is in force. We will send premium reminder notices to you for the planned periodic premium shown in the Coverage Description unless you request otherwise. Premiums must be paid to us at our Home Office. You may skip planned premium payments or change their frequency and amount. Each premium payment is subject to our minimum payment requirements.

### **3.3 Grace Period**

The duration of insurance coverage depends upon the Net Cash Surrender Value being sufficient to cover the monthly deductions as described in Section 4.3. If the Net Cash Surrender Value on any Monthly Anniversary is less than such deductions for that month, we will send a written notice to you and any assignee on our records at last known addresses stating that a grace period of 61 days has begun, starting with the date the notice is mailed. The notice will also state the amount of the premium payment or loan repayment sufficient to cover three monthly deductions and premium tax, if applicable.

If we do not receive the amount stated in the notice at our Home Office before the end of the grace period, we will send a written notice to you and any assignee on our records at last known addresses stating that this policy has ended without value.

If the Insured dies during the grace period, we will pay the insurance benefits as described in Section 9.

### **3.4 Reinstatement**

If this policy has ended without value, you may reinstate it while the Insured is alive if you:

1. apply for reinstatement within 5 years after the end of the grace period;
2. provide evidence of insurability satisfactory to us;
3. make a premium payment in an amount sufficient to keep the policy in force for at least three months after the effective date of the reinstated policy;
4. pay or reinstate any indebtedness against the policy which existed at the end of the grace period; and
5. pay the monthly deductions for the insurance coverage during the grace period.

The effective date of the reinstated policy will be the Monthly Anniversary following the date we approve your reinstatement application. There is no coverage from the end of the grace period to the effective date of the reinstated policy.

## **4. POLICY ACCOUNT PROVISIONS**

---

### **4.1 Net Premium**

We put the Net Premium into your Policy Account before any monthly deductions from your Policy Account are made.

### **4.2 Allocations**

Except as otherwise provided in your policy, Net Premiums will be allocated among the available investment divisions selected by you, subject to Section 10.9, Postponement of Transactions. If a selected investment division is not available, we will allocate that portion of the premium payment to the money market investment division or the then available investment equivalent until the earlier of:

- the date the investment division becomes available in accordance with the requirements of the applicable underlying investment; or
- the receipt of further allocation instructions from you.

During the Right to Examine period, we reserve the right to allocate premiums to the money market investment division. At the end of the Right to Examine period, we will allocate the Sub-Account value held in the money market investment division among the investment divisions selected by you as soon as those investment divisions become available in accordance with the requirements of the applicable underlying fund or other investment.

### **4.3 Monthly Deductions**

On each Monthly Anniversary, we make Deductions from your Policy Account to cover monthly administration expense and to provide insurance coverage. Such deduction for any Monthly Anniversary is determined as follows:

- the cost of insurance as described in Section 4.4, Cost of Insurance Rate; plus
- the monthly administration expense shown in the Table of Expense Charges in the Coverage Description; plus
- a charge for mortality and expense risk as shown in the Coverage Description; plus
- the monthly cost of any benefits and riders provided by this policy.

### **4.4 Cost of Insurance Rate**

The monthly cost of insurance is our current monthly cost of insurance rate, times the net amount at risk (current death benefit minus the amount in your Policy Account) on the Monthly Anniversary. For this purpose the amount in your Policy Account is determined before the monthly cost of insurance deduction but after all other Deductions from your Policy Account due on that date have been made.

The current and guaranteed monthly cost of insurance rates are based on the Insured's attained age, gender, rating class and the duration of the policy. The guaranteed rates are shown in the Table of Guaranteed Maximum Insurance Cost Rates.

After the first policy year, we may increase or decrease the current monthly cost of insurance rates. We may not increase these rates above the guaranteed monthly cost of insurance rates. We may increase current rates only once in any 12 month period, but can decrease them at any time. We will notify you of any change in the current rates.

We cannot change the current rates for this policy to recover our losses or gains realized prior to the date of change. Any change will be based on our expected future experience with regard to investment earnings, mortality, terminations and expenses. The rates for any supplemental benefits included in this policy will not be changed.

Any change in rates will apply to all Insureds of the same attained age, gender, rating class and policy duration. No changes in premiums will discriminate against any Insured for any reason, including changes in insurability.

#### **4.5 Transfers Among Investment Options**

At your request, we will transfer amounts from your value in any investment division of our SA to one or more other investment divisions of our SA. The number of transfers you may make in a policy year is shown in the Coverage Description. We will aggregate all transfers made on the same date to count as one transfer towards this number of transfers. Transfers will take effect on the next Valuation Day after we receive your request in our Home Office, subject to Section 10.9, Postponement of Transactions. If the request for transfer is postponed in part, we may first allocate those assets that become available into the money market investment division until the Sub-Account Value may be invested in accordance with the requirements of the applicable investment(s).

We may restrict or eliminate the right to make transfers among investment divisions if such rights are executed by you, a market timer, or other third party authorized to initiate transfers or exchange transactions on your behalf. For example, we reserve the right to reject any transfer request if, in our judgment, you are engaging in a pattern of transfers that may disadvantage other policy owners or would cause an investment division to be unable to invest effectively in accordance with its investment objectives and policies or would otherwise be potentially adversely affected. If we or any affected investment division believes you are engaging in activity as described above or similar activity which will potentially hurt the rights or interest of other policy owners or other investors in the investment division, we have the right to restrict the number of transfers your make. Moreover, the investment division may require us to prohibit transfers and purchases by a particular policy owner.

Investment divisions offered in this policy may have their own market timing policies and procedures and impose redemption fees for short-term investments. We have the right to deduct those redemption fees from your Policy Account.

## **5. POLICY VALUES PROVISIONS**

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### **5.1 Policy Loans**

You may borrow money from us on the sole security of this policy. The maximum loan amount is 90% of the Net Cash Surrender Value of this policy.

You may request a policy loan by sending a written loan request to our Home Office. We have the right to postpone making a policy loan for the period permitted by law. We will process your loan request as of the next Valuation Day after we receive your loan request in our Home Office. We will not postpone a policy loan for more than six months after we receive the written loan request in our Home Office.

The loaned portion of your Policy Account will be maintained as a part of our GID. Thus, when a loaned amount is deducted from an investment division of our SA, we will redeem units of that investment division sufficient to cover the amount of the loan, as described above, and transfer that amount to our GID. See Section 5.8.

### **5.2 Loan Interest**

Loan interest accrues daily and is payable in arrears on the Policy Anniversary. At the time a loan is made, we will inform you of the initial loan interest rate. Interest will be due and payable on each Policy Anniversary. Any unpaid loan interest will be added to the loan and will be charged interest at the loan rate.

During the first 10 policy years, non preferred loans will be charged interest at a rate 2% greater than interest credited to the loan amount in the GID. The difference, if any, between the interest rate we credit and the interest rate we charge equals the cost of the loan. There is no cost to you on new and existing loans that do not exceed the total investment gain in your policy, less policy charges and existing loan amounts or on loans taken after the tenth policy year. During the first 10 policy years, we call these no cost loans preferred loans. To determine what loan amount is currently available to you on a preferred basis, subtract all premiums paid from your Policy Account and add the amount of any withdrawals.

We will determine the loan interest rate from time to time. If we change the rate we will inform you. The maximum loan interest rate for a policy year shall be the greater of: (1) the Published Monthly Average, as defined below, for the calendar month that ends two

months before the date of the loan; or (2) 5%. Published Monthly Average means the Monthly Average Corporate yield shown in Moody's Corporate Bond Yield Averages published by Moody's Investors Service, Inc., or any successor thereto. If such averages are no longer published, we will use such other averages as may be established by regulation by the insurance supervisory official of the jurisdiction in which the policy is delivered. In no event will the loan interest rate for a policy year be greater than the maximum rate permitted by applicable law.

On each of the first 9 Policy Anniversaries, loans will be reallocated as preferred or nonpreferred in accordance with the preceding formula.

### **5.3 Loan Repayment**

You may repay all or part of a policy loan at any time while the Insured is alive and this policy is in force. We will assume that any payment you make to us while you have a loan is a loan repayment, unless you tell us in writing that it is a premium payment. This does not apply to automatic payments.

We will allocate repayments according to your premium allocation percentages in effect when we receive your repayment at our Home Office, in accordance with Section 4.2, Allocation and subject to Section 10.9, Postponement of Transactions. If the repayment request is postponed in part, we may first allocate those assets that become available into the money market investment division until the Sub-Account Value may be invested in accordance with the requirements of the applicable investment(s).

If both preferred and nonpreferred loans are outstanding, loan repayments will be applied first to nonpreferred loans.

### **5.4 Net Cash Surrender Value**

The Net Cash Surrender Value is equal to:

1. the amount in your Policy Account; minus
2. any applicable surrender charge; minus
3. any loan and loan interest.

You may give up this policy for its Net Cash Surrender Value at any time while the Insured is living. You may do this by sending a written request and this policy to our Home Office. We will compute the Net Cash Surrender Value as of the next Valuation Day after we receive your surrender request in our Home Office, subject to Section 10.9, Postponement of Transactions. Unless you notify us otherwise, if your surrender request is postponed in part, we will allocate the Net Cash Surrender Value that becomes available into the money market investment division until the entire Net Cash Surrender Value is available. We have the right to postpone payment for the period permitted by law. All insurance coverage under this policy ends on the day we pay your entire Net Cash Surrender Value.

### **5.5 Surrender Charges**

A surrender charge will be deducted from the Net Cash Surrender Value if the policy is assigned, or the owner is otherwise changed, unless that change was:

- the result of a merger or acquisition and the successor owner was your wholly owned subsidiary on the date ownership changed; or
- was to a trust established by the owner for the purposes of providing employee benefits.

To the extent a surrender charge applies, see the Table of Surrender Charges in the Coverage Description.

### **5.6 Withdrawals**

After the first Policy Anniversary, you may surrender a portion of the Net Cash Surrender Value of this policy by sending a written request to our Home Office. The withdrawal amount may not exceed:

1. the Net Cash Surrender Value; minus
2. the amount required to keep this policy in force for three months.

We will process your withdrawal request as of the next Valuation Day after we receive your withdrawal request in our Home Office, subject to Section 10.9, Postponement of Transactions. We have the right to postpone payment for the period permitted by law. The Insured's death benefit will be reduced by the amount of the withdrawal. The withdrawal will be allocated to your Policy Account as described in Section 5.7.

We reserve the right to decline a request for a withdrawal of the Net Cash Surrender Value if:

1. the death benefit would be reduced below our minimum policy issue amount; or

2. we determine that the withdrawal would cause this policy to fail to qualify as life insurance under applicable tax law. See Section 10.3.

### **5.7 Deductions from Your Policy Account**

You may tell us how much of the Deduction from your Policy Account is to be allocated to your value in each investment division of our SA. For the purpose of loans and withdrawals, such values will be determined as of the date we receive your request in our Home Office.

If you do not tell us how to allocate the Deductions from your Policy Account, we will make the deduction on the basis of your deduction allocation percentages then in effect.

If we cannot allocate the Deductions from your Policy Account according to the Deduction allocation percentages then in effect or on the basis of your request, we will take the applicable Deduction from your values in the investment divisions of our SA in the same proportion that these values bear to the total unloaned value in your Policy Account.

## **6. VALUATION**

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### **6.1 Guaranteed Interest Division (GID)**

The GID is solely available for allocations of amounts that serve as collateral for loans taken from the policy. Annual effective interest rates will never be less than 4%. The Company can adjust the interest rate at its discretion. The amount in the GID is equal to the amounts transferred to it under the policy to cover a loan, plus interest credited, minus amounts deducted under the policy. Interest is credited each policy month on amounts in the GID account as follows:

- Amounts that remain for the entire month from the beginning of the month to the end of the month.
- Amounts allocated as loan payments from the date of receipt to the end of the month.
- Amounts transferred to the GID during a policy month from the date of transfer to the end of the month.
- Amounts transferred from the GID during a policy month from the beginning of the month to the date of transfer.

### **6.2 Separate Account (SA) Investment Divisions**

The amount you have in an investment division of our SA under this policy at any time is equal to the number of units this policy then has in that division multiplied by the division's Unit Value at that time. Unit Values for the investment divisions will be determined at the end of each Valuation Day.

The current Unit Value for an investment division of our SA is equal to (1) multiplied by (2) where:

- (1) is the Unit Value of the investment division of our SA at the end of the previous Valuation Day; and
- (2) is the net investment factor for the investment division of our SA at the end of the current Valuation Day.

The net investment factor for an investment division of our SA for a Valuation Period is (a) divided by (b), where:

- (a) is the net asset value of that investment division at the end of the current Valuation Day before any policy transactions are made plus any dividend or income distribution on assets held by the investment division at the end of the current Valuation Day;
- (b) is the net asset value of that investment division after all policy transactions were made at the end of the immediately preceding Valuation Day.

We will deduct from the assets of the investment divisions all fees and expenses incurred by us in connection with the operation of the investment division including, but not limited to;

- investment and advisory fees;
- custodian fees;
- brokerage commissions; and
- other transaction expenses.

These fees and expenses may differ between investment divisions and may be subject to change.

## **7. SEPARATE ACCOUNT**

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We established a Separate Account and maintain it under the laws of the State of Washington. Realized and unrealized gains and losses from the assets of our SA are credited or charged against the SA without regard to our other income, gains, or losses.

The assets of the Separate Account are the property of Symetra. However, the assets of the Separate Account, equal to the reserves and other contract liabilities with respect to the Separate Account, are not chargeable with liabilities arising out of any other business Symetra may conduct. Income, gains and losses, whether or not realized, are, in accordance with the policies, credited to or charged against the Separate Account without regard to other income, gains or losses of Symetra. Symetra's obligations arising under the policies are general corporate obligations.

Our SA consists of investment divisions. Each division may invest its assets in a separate class of shares of a designated investment company or companies. The investment divisions of our SA that you chose for your initial allocations are shown on the application for this policy. We may from time to time make other investment divisions available to you. We will provide you with written notice of all investment objectives and all charges.

We have the right to change or add designated investment companies. We have the right to add or remove investment divisions. We have the right to withdraw assets of a class of policies to which this policy belongs from an investment division and put them in another investment division. We also have the right to combine any two or more investment divisions. The term investment division in this policy shall then refer to any other investment division in which the assets of a class of policies to which this policy belongs were placed.

We have the right to:

1. register or deregister the Separate Account under the Investment Company Acts of 1940;
2. manage the Separate Account under the direction of a committee, and discharge such committee at any time;
3. restrict or eliminate any voting rights of policy owners, or other persons who have voting rights as to the Separate Account; and
4. operate the Separate Account or one or more of the investment divisions by making any other investments, including direct investments. If we do so, we may invest the assets of the Separate Account or one or more of the investment divisions in any legal investments. We will rely upon our own or outside counsel for advice in this regard.

If any of these changes result in a material change in the underlying investments of an investment division of our SA, we will notify you of such change. If you have value in that investment division and you wish, we will transfer it at your written direction from that division to another division of our SA at no charge to you. You may then change your premium and deduction allocation percentages.

## **8. INSURANCE COVERAGE PROVISIONS**

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### **8.1 Payment of Death Benefit**

We will pay the insurance benefits of this policy to the beneficiary when we receive at our Home Office (1) proof that the Insured died while this policy was in force; and (2) all other requirements deemed necessary before such payment may be made. These insurance benefits include the following amounts for the Insured, which we will determine as of the date of the Insured's death:

1. the death benefit described below; plus
2. premiums paid for any period beyond the end of the policy month in which death occurred unless the refund of premiums is due some other person pursuant to contract provisions, plus
3. any other benefits then due from riders to this policy; minus
4. any loan and loan interest on the policy; minus
5. any overdue deductions if the Insured dies during the grace period.

We will pay the resulting amount from the date we receive due proof of death. Interest will be paid on this amount at a rate not less than the current interest rate we pay on death proceeds left on deposit with us, computed from the Insured's death until the date of payment, unless otherwise required by law.

## **8.2 Amount of Death Benefit**

If the Insured dies while the policy is in force, this policy will provide a death benefit. The death benefit will be determined under either Option A or Option B below, whichever you have chosen and is in effect at such time.

Under Option A, the death benefit is the greater of:

1. the Face Amount on the date of death, or
2. the applicable percentage of the Policy Account on the date of death (see below).

Under this option, the amount of the death benefit is fixed, except when it is determined by such a percentage.

Under Option B, the death benefit is the greater of:

1. the Face Amount plus the amount in your Policy Account on the date of death, or
2. the applicable percentage of the Policy Account on the date of death (see below). Under this option the amount of death benefit is variable.

The applicable percentage depends upon the attained age, last birthday of the Insured at the beginning of the policy year, as follows:

**TABLE OF APPLICABLE PERCENTAGES**

<u>Age</u>	Male		Female		<u>Age</u>	Male		Female	
	<u>Non Smk</u>	<u>Male Smk</u>	<u>Non Smk</u>	<u>Female Smk</u>		<u>Non Smk</u>	<u>Male Smk</u>	<u>Non Smk</u>	<u>Female Smk</u>
20	804	647	923	738	60	212	189	236	203
21	778	626	891	712	61	206	184	230	198
22	753	606	860	687	62	201	180	223	193
23	728	587	830	664	63	195	176	217	189
24	704	569	800	640	64	190	172	211	184
25	681	551	772	618	65	185	168	205	180
26	659	534	745	597	66	180	165	199	176
27	637	517	719	576	67	176	162	194	172
28	616	501	694	556	68	171	158	189	168
29	595	485	669	537	69	167	155	184	165
30	575	469	646	519	70	163	152	179	161
31	556	454	623	501	71	159	149	175	158
32	537	440	601	484	72	156	146	170	155
33	518	425	580	468	73	152	144	166	152
34	501	411	560	452	74	149	141	162	149
35	483	398	541	437	75	146	139	158	146
36	467	385	522	422	76	143	136	155	144
37	451	372	504	408	77	140	134	151	141
38	435	360	487	394	78	137	132	148	139
39	420	349	470	381	79	135	130	145	136
40	406	337	454	369	80	132	128	141	134
41	392	327	438	357	81	130	126	138	132
42	379	316	423	345	82	128	124	136	130
43	366	306	409	334	83	126	123	133	128
44	354	297	395	323	84	124	121	130	126
45	342	288	381	313	85	122	120	128	124
46	331	279	369	303	86	120	118	125	122
47	320	271	356	293	87	118	117	123	120
48	310	263	344	284	88	117	115	120	118
49	300	255	333	275	89	115	114	118	117
50	290	248	322	267	90	113	113	116	115
51	281	241	312	259	91	111	111	113	113
52	272	234	302	252	92	109	109	110	110
53	263	227	292	245	93	107	107	107	107
54	255	221	283	238	94	104	104	104	104
55	247	215	275	231					
56	239	209	266	225					
57	232	204	258	219					
58	225	199	251	214					
59	219	194	243	208					

### **8.3 Changing Face Amount or Death Benefit Option**

You may make the following changes, as indicated below, in this policy after the first Policy Anniversary. You must submit a written request to our Home Office. We will send to you a new Coverage Description and, if applicable, a new Table of Surrender Charges, when a change occurs. We reserve the right to refuse to make any change that we determine would cause this policy to fail to qualify as life insurance under applicable tax law. See Section 10.3. We may require that you return the policy to our Home Office to make a policy change.

#### **Increase in Face Amount:**

You must submit a new application for an increase in the Face Amount prior to the Insured's 80th birthday. We will require evidence of insurability satisfactory to us. Any increase you ask for must be at least \$10,000. The effective date of any increase will be the Monthly Anniversary following the date we approve the application. A new surrender charge and surrender period will apply to the amount of the increase as shown in the Table of Surrender Charges.

#### **Decrease in Face Amount:**

For a decrease in the Face Amount, the effective date will be the Monthly Anniversary following the date on which we receive the written request in our Home Office. You may not decrease the Face Amount below the minimum amount for which we would then issue this policy under our rules. If you have increased the Face Amount in the past and are now applying for a decrease, the decrease will be taken against the coverage increases first, starting with the most recent increase. If a surrender charge applies at the time of the decrease, we will deduct a surrender charge from the Policy Account.

#### **Change in Death Benefit Option:**

A change from one Death Benefit Option to the other will take effect on the Monthly Anniversary following the date on which we receive the written request in our Home Office. No evidence of insurability will be required. A surrender charge will not apply to a change in Death Benefit Option.

If you ask us to change from Option A to Option B, we will decrease the Face Amount by the amount in your Policy Account on the date of change. However, we reserve the right to decline to make such change if it would reduce the Face Amount below the minimum amount for which we would then issue this policy under our rules.

If you ask us to change from Option B to Option A, we will increase the Face Amount by the amount in your Policy Account on the date of change.

## **9. BENEFIT PAYMENT PROVISION** ---

We will pay the following in a lump sum:

1. surrenders;
2. withdrawals;
3. the Policy Account payable on the Maturity Date; and
4. the insurance benefits payable on the death of an Insured.

## **10. GENERAL PROVISIONS** ---

### **10.1 The Contract**

This policy is issued in consideration of the application and the initial premium payment shown in the Coverage Description.

The entire contract consists of this policy, any riders, supplementary benefits, endorsements or amendments, the attached copy of the initial and all subsequent applications, and all additional Coverage Descriptions.

In the absence of fraud, all statements made by the Insured are representations and not warranties and no statement voids the Policy unless it is contained in a written application and a copy of the application is attached to the policy when issued.

### **10.2 Change of Contract**

Only our President, Secretary or one of our Vice Presidents or Assistant Secretaries can modify this policy or waive any of our rights or requirements under it. The person making these changes must put them in writing and sign them.

### **10.3 Applicable Tax Law**

For you and the beneficiary to receive the tax treatment accorded to life insurance under Federal law, this policy must qualify initially and continue to qualify as life insurance under the Internal Revenue Code or successor law. Therefore, to secure this qualification, we reserve the right to decline to accept, make or process any in force policy transaction that would cause the policy to fail to qualify as life insurance under applicable tax law as interpreted by us. Further, we reserve the right to make changes in this policy or its riders or to make distributions from the policy to the extent we deem it necessary to continue to qualify this policy as life insurance. Any such changes will apply uniformly to all policies that are affected. You will be given written notice of such changes.

### **10.4 Policy Cost Factors**

Changes in policy cost factors (interest rates we credit, cost of insurance deductions, and expense charges) will be by class and based upon changes in future expectations for such elements as investment earnings, mortality, persistency, expenses and taxes. Any change in policy cost factors will be determined in accordance with procedures and standards on file, if required, with the insurance supervisory official of the jurisdiction in which this policy is delivered.

### **10.5 Incontestability**

We have the right to contest the validity of this policy based on material misrepresentations made in the application, subsequent applications or any amendment or endorsement to an application. However, we will not contest the validity of this policy after it has been in effect during the lifetime of the Insured for two years from the Effective Date. We will not contest any policy change that requires an application, or any reinstatement of the policy, after the change or reinstatement has been in effect for two years during the lifetime of the Insured.

We will not use a statement to contest a claim unless it is contained in an application or an amendment to an application. All statements made in an application are representations and not warranties.

See any supplementary benefits and riders for modifications of this provision that apply to them.

### **10.6 Misstatement of Age or Sex**

If any Insured's age or sex has been misstated on any application, we will adjust the death benefit and benefits provided by any supplementary benefits and riders to this policy. The adjustment will be to an amount that would have been purchased at the correct age or sex using the cost of insurance rates in effect on the Effective Date.

### **10.7 Suicide Exclusion**

If the Insured dies by suicide, while sane or insane, within two years from the Effective Date, the proceeds payable will be limited to (1) minus (2) where:

- (1) the sum of:
  - a. premiums paid;
  - b. your values in the investment divisions of our SA;
  - c. the monthly deductions that have been deducted from your values in the investment divisions of our SA;
- (2) the sum of:
  - a. amounts allocated to our SA;
  - b. the loaned portion of your Policy Account;

If the Insured dies by suicide, while sane or insane, more than two years from the Effective Date, but within two years from the date we issue any increase in coverage, we will pay:

1. the Death Benefit for any coverage in effect more than two years from the Effective Date; plus
2. the monthly deductions for the increase in coverage.

All amounts will be calculated as of the date of death.

## **10.8 Policy Termination**

The policy will terminate and all coverage the policy provides will end on the earliest of the following:

- The business day on which the Company processes the surrender of the policy for its full Net Cash Surrender Value. .
- The Insured's death.
- The end of the grace period.
- The Maturity Date, unless the Extended Maturity Benefit is selected.

Any riders will also terminate unless the rider states otherwise.

## **10.9 Postponement of Transactions**

We may not be able to obtain the value of the assets of the investment divisions of our SA if:

- the New York Stock Exchange is closed;
- the Securities and Exchange Commission requires trading to be restricted or declares an emergency; or
- the Securities and Exchange Commission by order permits us to defer payments for the protection of our policy owners.

During such times, as to amounts allocated to the investment divisions of our SA, we may defer:

- determination and payment of surrenders or withdrawals of the Net Cash Surrender Value;
- determination and payment of any death benefit in excess of the Face Amount;
- payment of loans;
- determination of the Unit Values of the investment divisions of our SA;
- any requested transfers among investment divisions of our SA;

For investment divisions that invest in underlying funds or other investment assets that are not valued or redeemable on a daily basis, we may defer the activities listed below in whole or in part until such investments may be purchased, valued, or liquidated, in accordance with the specified terms and conditions of the applicable investments, without penalty.

These activities are:

- the valuation of assets
- the allocation of Premium
- the processing of loan repayments
- the processing, the determination and payment of any:
  - surrender
  - partial withdrawal
  - loan proceeds
  - death benefit proceeds in excess of the face amount
  - transfers.

If we defer, in whole or in part, the allocation of premium or loan repayments or any transfer, these amounts may first be allocated to the money market investment division and will remain there until the investments are available.

During the postponement period, the Policy Account will continue to be subject to the investment experience (gains or losses) of the investment divisions in which the Policy Account is invested and all applicable charges.

**SYMETRA LIFE INSURANCE COMPANY  
FLEXIBLE PREMIUM VARIABLE LIFE INSURANCE**

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A Stock Company  
(800) 796-3872  
TTY/TDD (800) 833-6388 (Deaf/HH)

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<i>SERFF Tracking Number:</i>	<i>SYMX-126042418</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Symetra Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>41604</i>
<i>Company Tracking Number:</i>	<i>L-10025 2/09</i>		
<i>TOI:</i>	<i>L061 Individual Life - Variable</i>	<i>Sub-TOI:</i>	<i>L061.002 Single Life - Flexible Premium</i>
<i>Product Name:</i>	<i>L-10025 2/09 Variable BOLI 2001 CSO</i>		
<i>Project Name/Number:</i>	<i>IND- Individual/VL AR0009110F01</i>		

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b> Application		
<b>Bypass Reason:</b> Applications for review attached at Forms Tab. These are new applications.		
<b>Comments:</b>		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> L-10025 2/09 Statement of Variability		
<b>Comments:</b>		
<b>Attachment:</b> L-10025 2_09 Statement of Variability.PDF		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> L-10026 2/09 Statement of Variability		
<b>Comments:</b>		
<b>Attachment:</b> L-10026 2_09 Statement of Variability.PDF		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> LUC-144 2/09 Statement of Variability		
<b>Comments:</b>		
<b>Attachment:</b> LUC-144 2_09 Statement of Variability.PDF		

	<b>Item Status:</b>	<b>Status Date:</b>

SERFF Tracking Number: SYMX-126042418 State: Arkansas  
Filing Company: Symetra Life Insurance Company State Tracking Number: 41604  
Company Tracking Number: L-10025 2/09  
TOI: L061 Individual Life - Variable Sub-TOI: L061.002 Single Life - Flexible Premium  
Product Name: L-10025 2/09 Variable BOLI 2001 CSO  
Project Name/Number: IND- Individual/VL AR0009110F01  
**Bypassed - Item:** Flesch Certification  
**Bypass Reason:** N/A - Variable product  
**Comments:**

**Item Status:** **Status Date:**

**Satisfied - Item:** Compliance Certification  
**Comments:**  
**Attachment:**  
Compliance Certification.PDF

**Item Status:** **Status Date:**

**Satisfied - Item:** LUC-144 3/09 Statement of Variability  
**Comments:**  
**Attachment:**  
LUC-144 3\_09 Statement of Variability.PDF

## **Symetra Variable BOLI Statement of Variability**

The following items are being filed in brackets in the contract:

**Right to Examine the Policy** – This will vary depending upon state requirements.

**Premium Tax Charge** – This will vary among policies based on the current state and municipal premium tax assessed by the location where the policy is issued.

**Premium Charge** – We would like the flexibility to adjust this charge on new business in the future to reflect the upfront cost to the company of the actual federal (DAC) tax expense incurred when issuing new policies.

**Administration Expense** – This charge will range from \$0 – 10 depending on the number of policies issued and the initial premium amount.

**Mortality and Expense Risk Charge** – This charge will range from 0 – 3% depending on the number of policies issued, initial premium amount and investment options available to the policyholder

**Transfers** – The number of transfers allowed per calendar year will range from 1 – 30 depending on the investment options available.

**Surrender Charges** – We would like the flexibility to adjust the charges on new business in the future to reflect experience.

<b>Policy Year</b>	<b>Percentage of Policy Account</b>
1	0-8.0%
2	0-7.0%
3	0-6.5%
4	0-6.0%
5	0-5.5%
6	0-5.0%
7	0-4.5%
8	0-4.0%
9	0-3.5%
10	0-3.0%
11	0-2.5%
12	0-2.0%
13	0-1.5%
14	0-1.0%
15	0-0.5%
Thereafter	no surrender charges apply

**Separate Account (SA)** – The name of the separate account may vary by policy as multiple separate accounts may be established to support this product.

**L-10026 2/09 Variable BOLI Stable Value Endorsement Statement of Variability**

The following items are being filed in brackets in the contract:

**Transfers** – This will vary based on the terms of the stable value wrap agreement and the investment options available.

**Stable Value Wrap Fee** – This charge will vary based on the terms of the stable value wrap agreement.

**Stable Value Wrap Termination Fee** – This charge will vary based on the terms of the stable value wrap agreement.

**Money Market Holding Period for Conforming Surrender** – This period will vary based on the terms of the stable value wrap agreement.

**Symetra Variable BOLI Statement of Variability**

The following items are filed in brackets on applications LUC-144 2/09 and LUC-69 2/09:

**Company Address--**In the future, our address may change.

**Investment Options** Investment options are noted as variable as we may add or delete portfolios as investment options or the fund companies may change the names of the portfolios they offer.

Arkansas Compliance Certification

I hereby certify that forms L-10025/AR 2/09, L-10026 2/09, LUC-144 2/09 and LUC-69 2/09 comply with the standards in Ark. Code Ann. 23-79-138, Bulletins 6-87 and 11-88, Regulation 49, Regulation 19s10B, and Regulation 33.



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Signature

Michael Murphy

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Print or Type Name

Assistant Vice President

---

Title

**Symetra Variable BOLI Statement of Variability**

The following items are filed in brackets on applications LUC-144 3/09 and LUC-69 2/09:

**Company Address--**In the future, our address may change.

**Investment Options** Investment options are noted as variable as we may add or delete portfolios as investment options or the fund companies may change the names of the portfolios they offer.

SERFF Tracking Number: SYMX-126042418 State: Arkansas  
 Filing Company: Symetra Life Insurance Company State Tracking Number: 41604  
 Company Tracking Number: L-10025 2/09  
 TOI: L061 Individual Life - Variable Sub-TOI: L061.002 Single Life - Flexible Premium  
 Product Name: L-10025 2/09 Variable BOLI 2001 CSO  
 Project Name/Number: IND- Individual/VL AR0009110F01

## Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
02/19/2009	Form	Life Insurance Application	03/23/2009	LUC-144 2_09 .PDF (Superseded)
02/19/2009	Form	Life Insurance Application	03/04/2009	LUC-69 2_09.PDF (Superseded)
03/04/2009	Form	Flexible Premium Variable Life Insurance Contract	03/23/2009	L-10025 2_09.PDF (Superseded)
02/19/2009	Form	Flexible Premium Variable Life Insurance Contract	03/04/2009	L-10025 2_09.PDF (Superseded)



<b>REPLACEMENT</b>	Do you have any other existing insurance policies or annuity contracts with this or any other company? (in force or applied for)			Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Company	Face Amount	Policy Type	Annual Premium	
	To the best of the applicant's knowledge, will the policy applied for replace any existing life insurance policy or annuity, or is any part of the premium to be paid by policy loan, or cash value on insurance presently in force? (if yes, attach state replacement disclosure)			Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Existing Policy Cash Value \$ _____		Amount of Surrender Charge \$ _____		
	Will new policy have surrender charges?			Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>AGENT</b>	Does the applicant have any existing life insurance policies or annuity contracts with this or any other company?			Yes <input type="checkbox"/>	No <input type="checkbox"/>
	To the best of your knowledge, will this insurance replace or change any existing life insurance or annuity?			Yes <input type="checkbox"/>	No <input type="checkbox"/>
	If replacing, how does this policy better serve the applicant's needs?				

**AUTHORIZATION TO RELEASE PERSONAL INFORMATION**

I hereby authorize and request any medical care provider, pharmacy, pharmacy benefits manager, individual employer, insurance company, reinsuring company, medical examiner, government unit, consumer reporting agency, or other person or organization, and MIB, Inc., to disclose any and all medical information, non-medical information, employment information, and insurance information they hold concerning me, to the employees, agents, or attorneys of Symetra Life Insurance Companies\*. This disclosure authorization will permit employees, agents or reinsurers of Symetra Life Insurance Companies to view, copy, be furnished copies, share, or be given details of all such information described above including, but not limited to, mental and physical condition, evaluation, diagnoses, treatment, prognoses, prescription records, and/or toxicology results; specifically to include drug, alcohol use, mental illness, psychiatric treatment or diagnosis, testing and/or treatment of HIV (AIDS virus) and/or other sexually-transmitted diseases. Symetra Life Insurance Companies obtain medical information only in connection with specific products or claims. Symetra Life Insurance Companies will not use or share personally identifiable medical information for any purpose other than the underwriting or administration of your policy, claim or account. I understand that the information obtained pursuant to this Authorization will be used for the purpose of verifying, evaluating, negotiating, and other pertinent legal uses, with respect to my application for insurance, or claim under a policy of insurance. This authorization will expire at the end of the contestability period of any insurance policy issued in reliance on the records obtained through this authorization or twenty-four (24) months after the date of signing this authorization. The individual signing this authorization has the right to revoke an authorization in writing, except to the extent that action has been taken in reliance on the authorization, or during a contestability period. A written statement revoking this authorization delivered to Symetra Life Insurance Companies at their usual business addresses will revoke this authorization. Any copy of this authorization shall have the same authority as the original. I also understand that I have a right to receive a copy of this authorization upon request.

I, the Owner, certify under the penalties of perjury that (1) the number shown in Applicant Info section is my correct taxpayer identification number, and (2) I am not subject to backup withholding.

Any person who, with intent to defraud or knowing he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

Signed this \_\_\_\_\_, at \_\_\_\_\_, State of \_\_\_\_\_  
Date City State

\_\_\_\_\_  
Printed Name of Proposed Insured

\_\_\_\_\_  
Print Name of Writing or Authorized Agent

\_\_\_\_\_  
Signature of Proposed Insured (Age 15 or older, 16 in CA)

\_\_\_\_\_  
Signature of Writing or Authorized Agent

\_\_\_\_\_  
Signature of Applicant/Owner \*\* if other than Proposed Insured

\_\_\_\_\_  
Agent Phone

\_\_\_\_\_  
Agent Email

\_\_\_\_\_  
Agent Stat Number

\* Symetra Life Insurance Companies include: Symetra Life Insurance Company, Symetra National Life Insurance Company.

\*\* If applicant is corporation/partnership, a corporate officer/partner other than proposed insured must sign.

## NOTICE OF INSURANCE INFORMATION PRACTICES

**MIB, Inc. (Medical Information Bureau, MIB)** – information regarding your insurability will be treated as confidential. Symetra Life or its reinsurers may, however, make a brief report thereon to MIB, a not-for-profit membership organization of insurance companies, which operates an information exchange on behalf of its Members. If you apply to another MIB Member company for life or health insurance coverage, or a claim for benefits is submitted to such a company, MIB, upon request, will supply such company with the information in its file.

Upon receipt of a request from you, MIB will arrange disclosure of any information it may have in your file. Please contact MIB at 1-888-692-6901 (TTY 1-866-346-3642). If you question the accuracy of information in the MIB's file, you may contact MIB and seek a correction in accordance with the procedures set forth in the Federal Fair Credit Reporting Act. The address of MIB's information office is 50 Braintree Hill Park, Suite 400, Braintree, MA 02184-8734.

**Investigative Consumer Report** – As a part of our underwriting procedure, we may request an investigative consumer report from a consumer reporting agency. A consumer report confirms and supplements the information on your application about your employment, residence, finances, smoking habits, marital status, occupation, hazardous avocations and general health. This report may also include information concerning your general reputation, personal characteristics and mode of living except as may be related directly or indirectly to your sexual orientation, including drug and alcohol use, motor vehicle driving record and any criminal activity. This information may be obtained through personal interviews with you, your family, friends, neighbors and business associates. If a report is required, you may request to be personally interviewed. If you wish to be personally interviewed, request this in the remarks section on the reverse side of this application and we will notify the consumer reporting agency.

The information contained in the report may be retained by the consumer reporting agency and later disclosed to other companies to the extent permitted by the Fair Credit Reporting Act. We hold investigative consumer reports in strict confidence, and we use them only to evaluate your application on a fair and equitable basis. You have a right to inspect and obtain a copy of this report from the consumer reporting agency. Such a report rarely has an adverse effect on an individual's eligibility for insurance. If it should, however, we will notify you in writing, and identify the reporting agency. You, or your authorized representative, are entitled to a copy of this Notice.

**Disclosure to Others** – Personal information we obtain about you during the underwriting process is confidential, and we will not disclose it to other persons or organizations without your written authorization, except to the extent necessary for the conduct of our business. Examples of situations where we may share information about you follow:

1. The agent may retain a copy of your application. If reinsurance is required, the reinsurance company will have access to our application file. We give the consumer reporting agency enough identity information about you so that it may initiate a consumer report investigation.
2. We may release information to another life insurance company to whom you have applied for life or health insurance, or to whom you have submitted a claim for benefits, if you have authorized that company to obtain such information, and it submits your authorization to us with its request for information.
3. As stated earlier, we may report information to the Medical Information Bureau.
4. We may release information to persons or organizations conducting bona fide actuarial or scientific research studies, audits or evaluations, or to our affiliates who may wish to market products or services.
5. We will disclose information to government regulatory officials, law enforcement authorities, and others where required by law.

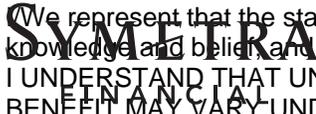
**Access and Correction** – In general, you have a right to learn the nature and substance of any personal information about you in our file, upon your written request. Whenever we make an adverse underwriting decision, we will notify you of the reasons for the decision and the source of the information on which we based our decision. Please refer to the section on MIB, Inc., for that organization's disclosure procedure. There are procedures by which you can obtain access to personal information about you appearing in our policy files, including information contained in investigative consumer reports. We have also established procedures by which you may request correction, amendment or deletion of any information in our files which you believe to be inaccurate or irrelevant. A description of these procedures will also be sent to you upon request. If you feel that any information we have is inaccurate or incomplete, please write to the Individual New Business Department of Symetra Life, P.O. Box 84068, Seattle, WA 98124-9918. Your comments will be carefully considered and corrections made where justified.

LIFE INSURANCE APPLICATION — LUC-69 2/09

Symetra Life Insurance Company  
 [777 108<sup>th</sup> Avenue NE, Bellevue, WA 98004-5135

Mailing Address: [P.O. Box 84068]  
 Seattle, WA 98124-9918]

Print Name of Proposed Insured (as on Life App. Part I):			Policy Owners and individuals listed below (if any) are authorized to request in writing (1) the transfer of funds among investment options or (2) to change allocation percentages.
Initial Allocation Percentages (whole numbers only):			The identity of the requesting person will be verified when exercising the request.
<b>Investment Options</b>	<b>Premiums</b>	<b>Deductions</b>	
[Fidelity VIP Money Market Portfolio			Name of Authorized Individual:
Goldman Sachs Asset Management Life Insurance Specialty Securitized			Name of Authorized Individual:
Morgan Stanley Investment Management Core			Name of Authorized Individual:
Morgan Stanley Investment Management Targeted Duration Core			
Morgan Stanley Investment Management Mortgage			
Morgan Stanley Investment Management Credit			Remarks:
PIMCO MBS Constrained			
PMCO Mortgage LIBOR Plus			
Northern Trust Mortgage Index			
Fidelity VIP Money Market Portfolio – Wrapped			
Goldman Sachs Asset Management Life Insurance Specialty Securitized – Wrapped			
Morgan Stanley Investment Management Core - Wrapped			
Morgan Stanley Investment Management Targeted Duration Core – Wrapped			
Morgan Stanley Investment Management Mortgage – Wrapped			
Morgan Stanley Investment Management Credit - Wrapped			
PIMCO MBS Constrained – Wrapped			
PMCO Mortgage LIBOR Plus – Wrapped			
Northern Trust Mortgage Index – Wrapped			
Fidelity VIP Money Market Portfolio – Wrapped			
Goldman Sachs Asset Management Life Insurance Specialty Securitized – Wrapped			
Morgan Stanley Investment Management Core – Wrapped			
Morgan Stanley Investment Management Targeted Duration Core – Wrapped			
Morgan Stanley Investment Management Mortgage – Wrapped			
Morgan Stanley Investment Management Credit – Wrapped			
PIMCO MBS Constrained – Wrapped			
PMCO Mortgage LIBOR Plus – Wrapped]			
Total (must equal 100%):			
Allocations for deductions will be the same as premiums unless otherwise noted			



(We represent that the statements and answers recorded on this application are true and complete to the best of my/our knowledge and belief, and I/we agree that they shall form a part of any insurance policy issued hereon.

I UNDERSTAND THAT UNDER THE POLICY APPLIED FOR: (A) THE AMOUNT AND DURATION OF THE DEATH BENEFIT MAY VARY UNDER SPECIFIED CONDITIONS; (B) POLICY VALUES MAY INCREASE OR DECREASE IN ACCORDANCE WITH THE INVESTMENT EXPERIENCE OF INVESTMENT DIVISIONS IN A SEPARATE ACCOUNT; (C) THE AMOUNT PAYABLE AT THE FINAL POLICY DATE IS NOT GUARANTEED BUT IS DEPENDENT UPON THE AMOUNT THEN IN THE POLICY ACCOUNT; (D) ILLUSTRATIONS OF BENEFITS, INCLUDING THE DEATH BENEFITS, POLICY BENEFITS AND CASH SURRENDER VALUES ARE AVAILABLE UPON REQUEST; AND (E) THIS POLICY MEETS MY INVESTMENT OBJECTIVES AND ANTICIPATED FINANCIAL NEEDS.

I hereby acknowledge receipt of the prospectus for this policy and accompanying funds dated\_\_\_\_\_.

Signed this \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_  
Day Month Year City State

I certify that I have asked and recorded completely and accurately the answers to all questions on the application and I know of nothing affecting the risk that has not been recorded.

\_\_\_\_\_  
Signature of Sales Representative

\_\_\_\_\_  
Signature of Proposed Insured\* (Age 15 or older – 16 in California)

\_\_\_\_\_  
Signature of Applicant/Owner\*\* if other than the Proposed Insured

\*In Pennsylvania, if Proposed Insured is less than age 18, signature of Parent/Guardian 18 years or older required.

\*\*If applicant/owner is a corporation or partnership, a corporate officer/partner other than Proposed Insured must sign and state title.



Insured: John Doe  
Policy Number: FL0000001  
Policy Date: September 1, 2009

Owner: Jane Doe  
Rate Class: Standard Non-Nicotine  
Gender: Male

**SYMETRA LIFE INSURANCE COMPANY  
FLEXIBLE PREMIUM VARIABLE LIFE INSURANCE**

Symetra Life Insurance Company will pay the insurance benefits and provide the other rights and benefits of this policy in accordance with its provisions.

This is a flexible premium variable life insurance policy. You can;

- Increase or decrease the Face Amount of insurance;
- Make premium payments at any time and, within limits, in any amount;
- Change the allocation of Net Premiums and Deductions among your investment options;
- Transfer amounts among your investment options.

These rights and benefits are subject to the terms and conditions of this policy. Policy changes are subject to approval and may require evidence of insurability.

Your Net Premiums will be put in your Policy Account. You may allocate them to one or more investment divisions of our Separate Account (SA).

The portion of your Policy Account that is in our Guaranteed Interest Division (GID) will accumulate, after deductions, at rates of interest we determine. Such rates will not be less than 4% a year. The GID is available only for loan collateral.

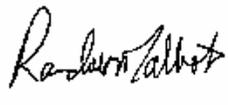
**The portion of your Policy Account that is in an investment division of our SA will vary up or down depending on the investment performance of the corresponding portfolio of a designated investment company, and there are no minimum guarantees.**

**The amount of death benefit will increase or decrease as described in this policy under Section 8.**

This is a non-participating policy.

**THIS IS A LEGAL CONTRACT. PLEASE READ IT CAREFULLY.**

  
[ ]

  
[ ]

[George Pagos]  
[Secretary]

[Randall H. Talbot]  
[President]

---

**Right to Examine the Policy: [Non-Replacement Sales: You may examine this policy and if for any reason you are not satisfied with it, you may return it within 10 days from the date it was received to Symetra or to the Registered Representative of record. If this policy is returned, it is considered void and a refund will be made. The amount we refund will be equal to the premium payments as of the date we receive the returned policy.]**

**[Replacement Sales: You may examine this policy and if for any reason you are not satisfied with it, you may return it within 10 days from the date it was received to Symetra or to the Registered Representative of record. If this policy is returned, it is considered void and a refund will be made. The amount we refund will be equal to the premium payments as of the date we receive the returned policy.] THIS IS A LEGAL CONTRACT. PLEASE READ IT CAREFULLY.**

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**POLICY NUMBER: 000000000**

**COVERAGE DESCRIPTION -----**

**PRIMARY INSURED:** John Doe

**ISSUE DATE:** 01/01/2009

**INITIAL PREMIUM:** \$19,876

**MONTHLY**

**ANNIVERSARY:** 1<sup>st</sup> day of each month

**PLANNED PERIODIC PREMIUM:**

**PREMIUM PAYABLE:** Annual

**MINIMUM MONTHLY PREMIUM:**

**INITIAL FACE AMOUNT:** \$100,000

**DEATH BENEFIT OPTION:** Fixed – Face Amount includes the amount in your Policy Account

<b>AMOUNT OF COVERAGE</b>	<b>COVERAGE</b>	<b>EXPIRATION</b>
-------------------------------	-----------------	-------------------

Primary Insured:

John Doe  
Issue Age: 35  
Class: Male, Non-nicotine

\$100,000

Life Insurance

Coverage may expire if premiums paid are insufficient to continue coverage as outlined in your Contract. See

your Policy Provisions.

**POLICY NUMBER: 000000000**

**COVERAGE DESCRIPTION -----**

***Table of Expense Charges***

**The Premium Tax Charge** is [2.10%] of each Premium payment. This amount is subtracted from each Premium payment. We reserve the right to change this percentage to conform with changes in the law or if you change residence.

**The Premium Charge** is [1.25%] of each Premium payment. This amount is subtracted from each Premium payment. We reserve the right to change this charge, but it will never be more than [2.00%].

**The Administration Expense** for each month is [\$5.00]. This amount will be deducted from your Policy Account. We reserve the right to change this charge, but it will never be more than [\$5.00].

**A mortality and expense risk charge** not exceeding an annual rate of [3.00]% of your Policy Account excluding any experience rating credits, if applicable, will be accrued daily and deducted monthly in arrears from your Policy Account on your monthly anniversary.

**Transfers** - You may make [12] transfers in a calendar year.

**SCHEDULE OF GUARANTEED MAXIMUM COST OF INSURANCE RATES** \_\_\_\_\_

**MONTHLY RATES PER \$1,000 OF NET AMOUNT AT RISK**

<b>AT BEGINNING OF POLICY YEAR</b>	<b>ON JAN 1</b>	<b>LIFE INSURANCE RATE</b>
01	2008	0.09330
02	2009	0.09750
03	2010	0.10340
04	2011	0.11090
05	2012	0.11750
06	2013	0.12670
07	2014	0.13760
08	2015	0.15090
09	2016	0.16680
10	2017	0.18430
11	2018	0.20360
12	2019	0.22280
13	2020	0.23870
14	2021	0.25120
15	2022	0.26710
16	2023	0.28800
17	2024	0.31480
18	2025	0.34740
19	2026	0.38510
20	2027	0.43280
21	2028	0.48650
22	2029	0.54190
23	2030	0.59560
24	2031	0.64930
25	2032	0.71240
26	2033	0.78900
27	2034	0.88250
28	2035	0.99130
29	2036	1.11040
30	2037	1.23480
31	2038	1.36450
32	2039	1.49610
33	2040	1.63380
34	2041	1.77950

35	2042	1.94340
36	2043	2.13510
37	2044	2.36850
38	2045	2.64230
39	2046	2.93170
40	2047	3.24400
41	2048	3.58550
42	2049	3.97230
43	2050	4.42460
44	2051	4.95330
45	2052	5.55010
46	2053	6.22100
47	2054	6.95710
48	2055	7.74440
49	2056	8.61340
50	2057	9.59120
51	2058	10.69340
52	2059	11.92410
53	2060	13.27640
54	2061	14.74020
55	2062	16.30600
56	2063	17.89750
57	2064	19.49630
58	2065	21.20720
59	2066	23.05250
60	2067	25.04430
61+	2068	0.00000

**TABLE OF SURRENDER CHARGES -----**

<u>Policy Year</u>	<u>Percentage of Policy Account</u>
[1]	[8.0%]
[2]	[7.0%]
[3]	[6.5%]
[4]	[6.0%]
[5]	[5.5%]
[6]	[5.0%]
[7]	[4.5%]
[8]	[4.0%]
[9]	[3.5%]
[10]	[3.0%]
[11]	[2.5%]
[12]	[2.0%]
[13]	[1.5%]
[14]	[1.0%]
[15]	[0.5%]
Thereafter	[0.0%]

See Section 5.5 of your Policy for details about when Surrender Charges apply.

## 1. DEFINITIONS

---

**Deduction(s)**— includes one or more of the following: loans, loan interest, monthly deductions or withdrawals.

**Effective Date** — the date insurance coverage begins under this policy. It is shown in the Coverage Description. Policy years and months are measured from the Effective Date.

**Face Amount** — shown in the Coverage Description.

**General Account** — the account which holds all of our assets other than those held in any Separate Account.

**Guaranteed Interest Division (GID)** — The non-variable portion of the Policy Account that is used for collateral when a loan is taken.

**Home Office** — Our main office, 777 108<sup>th</sup> Ave. NE Suite 1200, Bellevue, WA, 98004-5135. You should send all payments, notices, correspondence and complaints to our Home Office.

**Insured** — the person whose life is Insured under this policy as shown in the Coverage Description.

**Maturity Date** — the Policy Anniversary following the Insured's 95th birthday. On the Maturity Date, the Net Cash Surrender Value will be paid to you.

**Monthly Anniversary** — the same day as the Effective Date for each succeeding month.

**Net Cash Surrender Value** —the Policy Account less applicable surrender charges, loans and loan interest.

**Net Premium** — An amount paid to us for allocation under the policy less any premium tax charge and any premium charges, as shown in the Coverage Description.

**Policy Account** — the sum of the value of policy assets in the Guaranteed Interest Division and the Separate Account plus any experience rating credits if applicable.

**Policy Anniversary** — the same month and day as the Effective Date for each succeeding year.

**Separate Account (SA)** — Symetra Separate Account [VL] which is a segregated asset account established under Washington law to receive and invest premiums for the policy.

**Sub-Account** - A sub-division of the Separate Account; also referred to as an investment division. A Sub-Account may invest in a portfolio of a registered investment company, a managed account, or a private investment company.

**Sub-Account Value** - The market value of the assets allocated to the owner in the Sub-Account minus any liabilities of or attributable to the Sub-Account. The Sub-Account Value is based upon the investment experience of the investment division selected by the owner and will increase or decrease.

**Unit Value** — the unit of measure used to determine the value of the investment divisions in the Separate Account.

**Valuation Day** — the day on which the net asset value of an underlying investment division is determined. On any Valuation Day the value of an investment division asset is determined at the close of the NYSE. To determine the value of an asset on a day that is not a Valuation Day, the value of that asset as of the previous Valuation Day may be used subject to the Postponement of Transactions Provision.

**Valuation Period** — is the interval of time between a Valuation Day and the next Valuation Day.

“we”, “our” and “us” — refer to Symetra Life Insurance Company.

“you” and “your” — refer to the owner of the policy at the time an owner's right is exercised.

## **2. OWNER AND BENEFICIARY PROVISIONS**

---

### **2.1 Owner**

The owner of this policy is named in the application, unless later changed. Ownership changes are subject to Section 2.5.

You are entitled to exercise all the rights of this policy while the Insured is living. If you designate an irrevocable beneficiary or assign the policy, your rights are limited.

### **2.2 Beneficiary**

The original beneficiary is stated in the application. The beneficiary is entitled to the death benefits of this policy. If there are two or more beneficiaries, those who survive the Insured will share the death benefits equally, unless you have made other arrangements with us.

If there is no designated beneficiary living at the death of the Insured, we will pay the death benefits to you, or your estate. If a beneficiary dies within 60 days after the Insured dies, and before payment of any death benefits, we will make payments as though the beneficiary had died before the Insured. The beneficiary designation may include provisions that replace these provisions.

### **2.3 Changing Owner or Beneficiary**

While the Insured is living and this policy is in force, you may change the owner or beneficiary by sending a written notice to our Home Office. The written notice must have the name of the new beneficiary or name and notarized signature of the new owner, and be signed by you. If acceptable to us, changes related to beneficiaries and ownership will take effect as of the date received in our Home Office.

### **2.4 Assignment**

Subject to Section 2.5, you may assign this policy. We will not accept or be bound by an assignment unless we receive in our Home Office a written assignment that is signed by you. Your rights and those of any other person referred to in this policy will be subject to the assignment. We assume no responsibility for the validity of an assignment. A collateral assignment will not change ownership. We will consider an absolute assignment as a change of ownership.

### **2.5 Institutional Owner Changes/Assignments**

The owner of the policy must qualify to purchase the policy as an accredited investor under the federal securities laws. Any new owner or assignee must also qualify as an accredited investor and the change of ownership or assignment must be exempt under the federal securities laws. Therefore, notwithstanding Sections 2.3 and 2.4, you may not change the owner or assign the policy without our prior written consent which we may withhold at our discretion. All other conditions of Sections 2.3 and 2.4 for change of ownership or assignment must also be satisfied.

## **3. PREMIUM PROVISIONS**

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### **3.1 Initial Premium**

The initial premium shown in the Coverage Description is due on or before delivery of the policy. No insurance will take effect before the initial premium is paid.

### **3.2 Subsequent Premiums**

Premiums may be paid at any time while the policy is in force. We will send premium reminder notices to you for the planned periodic premium shown in the Coverage Description unless you request otherwise. Premiums must be paid to us at our Home Office. You may skip planned premium payments or change their frequency and amount. Each premium payment is subject to our minimum payment requirements.

### **3.3 Grace Period**

The duration of insurance coverage depends upon the Net Cash Surrender Value being sufficient to cover the monthly deductions as described in Section 4.3. If the Net Cash Surrender Value on any Monthly Anniversary is less than such deductions for that month, we will send a written notice to you and any assignee on our records at last known addresses stating that a grace period of 61 days has begun, starting with the date the notice is mailed. The notice will also state the amount of the premium payment or loan repayment sufficient to cover three monthly deductions and premium tax, if applicable.

If we do not receive the amount stated in the notice at our Home Office before the end of the grace period, we will send a written notice to you and any assignee on our records at last known addresses stating that this policy has ended without value.

If the Insured dies during the grace period, we will pay the insurance benefits as described in Section 9.

### **3.4 Reinstatement**

If this policy has ended without value, you may reinstate it while the Insured is alive if you:

1. apply for reinstatement within 5 years after the end of the grace period;
2. provide evidence of insurability satisfactory to us;
3. make a premium payment in an amount sufficient to keep the policy in force for at least three months after the effective date of the reinstated policy;
4. pay or reinstate any indebtedness against the policy which existed at the end of the grace period; and
5. pay the monthly deductions for the insurance coverage during the grace period.

The effective date of the reinstated policy will be the Monthly Anniversary following the date we approve your reinstatement application. There is no coverage from the end of the grace period to the effective date of the reinstated policy.

## **4. POLICY ACCOUNT PROVISIONS**

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### **4.1 Net Premium**

We put the Net Premium into your Policy Account before any monthly deductions from your Policy Account are made.

### **4.2 Allocations**

Except as otherwise provided in your policy, Net Premiums will be allocated among the available investment divisions selected by you, subject to Section 10.9, Postponement of Transactions. If a selected investment division is not available, we will allocate that portion of the premium payment to the money market investment division or the then available investment equivalent until the earlier of:

- the date the investment division becomes available in accordance with the requirements of the applicable underlying investment; or
- the receipt of further allocation instructions from you.

During the Right to Examine period, we reserve the right to allocate premiums to the money market investment division. At the end of the Right to Examine period, we will allocate the Sub-Account value held in the money market investment division among the investment divisions selected by you as soon as those investment divisions become available in accordance with the requirements of the applicable underlying fund or other investment.

### **4.3 Monthly Deductions**

On each Monthly Anniversary, we make Deductions from your Policy Account to cover monthly administration expense and to provide insurance coverage. Such deduction for any Monthly Anniversary is determined as follows:

- the cost of insurance as described in Section 4.4, Cost of Insurance Rate; plus
- the monthly administration expense shown in the Table of Expense Charges in the Coverage Description; plus
- a charge for mortality and expense risk as shown in the Coverage Description; plus
- the monthly cost of any benefits and riders provided by this policy.

### **4.4 Cost of Insurance Rate**

The monthly cost of insurance is our current monthly cost of insurance rate, times the net amount at risk (current death benefit minus the amount in your Policy Account) on the Monthly Anniversary. For this purpose the amount in your Policy Account is determined before the monthly cost of insurance deduction but after all other Deductions from your Policy Account due on that date have been made.

The current and guaranteed monthly cost of insurance rates are based on the Insured's attained age, gender, rating class and the duration of the policy. The guaranteed rates are shown in the Table of Guaranteed Maximum Insurance Cost Rates.

After the first policy year, we may increase or decrease the current monthly cost of insurance rates. We may not increase these rates above the guaranteed monthly cost of insurance rates. We may increase current rates only once in any 12 month period, but can decrease them at any time. We will notify you of any change in the current rates.

We cannot change the current rates for this policy to recover our losses or gains realized prior to the date of change. Any change will be based on our expected future experience with regard to investment earnings, mortality, terminations and expenses. The rates for any supplemental benefits included in this policy will not be changed.

Any change in rates will apply to all Insureds of the same attained age, gender, rating class and policy duration. No changes in premiums will discriminate against any Insured for any reason, including changes in insurability.

#### **4.5 Transfers Among Investment Options**

At your request, we will transfer amounts from your value in any investment division of our SA to one or more other investment divisions of our SA. The number of transfers you may make in a policy year is shown in the Coverage Description. We will aggregate all transfers made on the same date to count as one transfer towards this number of transfers. Transfers will take effect on the next Valuation Day after we receive your request in our Home Office, subject to Section 10.9, Postponement of Transactions. If the request for transfer is postponed in part, we may first allocate those assets that become available into the money market investment division until the Sub-Account Value may be invested in accordance with the requirements of the applicable investment(s).

We may restrict or eliminate the right to make transfers among investment divisions if such rights are executed by you, a market timer, or other third party authorized to initiate transfers or exchange transactions on your behalf. For example, we reserve the right to reject any transfer request if, in our judgment, you are engaging in a pattern of transfers that may disadvantage other policy owners or would cause an investment division to be unable to invest effectively in accordance with its investment objectives and policies or would otherwise be potentially adversely affected. If we or any affected investment division believes you are engaging in activity as described above or similar activity which will potentially hurt the rights or interest of other policy owners or other investors in the investment division, we have the right to restrict the number of transfers you make. Moreover, the investment division may require us to prohibit transfers and purchases by a particular policy owner.

Investment divisions offered in this policy may have their own market timing policies and procedures and impose redemption fees for short-term investments. We have the right to deduct those redemption fees from your Policy Account.

## **5. POLICY VALUES PROVISIONS**

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### **5.1 Policy Loans**

You may borrow money from us on the sole security of this policy. The maximum loan amount is 90% of the Net Cash Surrender Value of this policy.

You may request a policy loan by sending a written loan request to our Home Office. We have the right to postpone making a policy loan for the period permitted by law. We will process your loan request as of the next Valuation Day after we receive your loan request in our Home Office. We will not postpone a policy loan for more than six months after we receive the written loan request in our Home Office.

The loaned portion of your Policy Account will be maintained as a part of our GID. Thus, when a loaned amount is deducted from an investment division of our SA, we will redeem units of that investment division sufficient to cover the amount of the loan, as described above, and transfer that amount to our GID. See Section 5.8.

### **5.2 Loan Interest**

Loan interest accrues daily and is payable in arrears on the Policy Anniversary. At the time a loan is made, we will inform you of the initial loan interest rate. Interest will be due and payable on each Policy Anniversary. Any unpaid loan interest will be added to the loan and will be charged interest at the loan rate.

During the first 10 policy years, non preferred loans will be charged interest at a rate 2% greater than interest credited to the loan amount in the GID. The difference, if any, between the interest rate we credit and the interest rate we charge equals the cost of the loan. There is no cost to you on new and existing loans that do not exceed the total investment gain in your policy, less policy charges and existing loan amounts or on loans taken after the tenth policy year. During the first 10 policy years, we call these no cost loans preferred loans. To determine what loan amount is currently available to you on a preferred basis, subtract all premiums paid from your Policy Account and add the amount of any withdrawals.

We will determine the loan interest rate from time to time. If we change the rate we will inform you. The maximum loan interest rate for a policy year shall be the greater of: (1) the Published Monthly Average, as defined below, for the calendar month that ends two

months before the date of the loan; or (2) 5%. Published Monthly Average means the Monthly Average Corporate yield shown in Moody's Corporate Bond Yield Averages published by Moody's Investors Service, Inc., or any successor thereto. If such averages are no longer published, we will use such other averages as may be established by regulation by the insurance supervisory official of the jurisdiction in which the policy is delivered. In no event will the loan interest rate for a policy year be greater than the maximum rate permitted by applicable law.

On each of the first 9 Policy Anniversaries, loans will be reallocated as preferred or nonpreferred in accordance with the preceding formula.

### **5.3 Loan Repayment**

You may repay all or part of a policy loan at any time while the Insured is alive and this policy is in force. We will assume that any payment you make to us while you have a loan is a loan repayment, unless you tell us in writing that it is a premium payment. This does not apply to automatic payments.

We will allocate repayments according to your premium allocation percentages in effect when we receive your repayment at our Home Office, in accordance with Section 4.2, Allocation and subject to Section 10.9, Postponement of Transactions. If the repayment request is postponed in part, we may first allocate those assets that become available into the money market investment division until the Sub-Account Value may be invested in accordance with the requirements of the applicable investment(s).

If both preferred and nonpreferred loans are outstanding, loan repayments will be applied first to nonpreferred loans.

### **5.4 Net Cash Surrender Value**

The Net Cash Surrender Value is equal to:

1. the amount in your Policy Account; minus
2. any applicable surrender charge; minus
3. any loan and loan interest.

You may give up this policy for its Net Cash Surrender Value at any time while the Insured is living. You may do this by sending a written request and this policy to our Home Office. We will compute the Net Cash Surrender Value as of the next Valuation Day after we receive your surrender request in our Home Office, subject to Section 10.9, Postponement of Transactions. Unless you notify us otherwise, if your surrender request is postponed in part, we will allocate the Net Cash Surrender Value that becomes available into the money market investment division until the entire Net Cash Surrender Value is available. We have the right to postpone payment for the period permitted by law. All insurance coverage under this policy ends on the day we pay your entire Net Cash Surrender Value.

### **5.5 Surrender Charges**

A surrender charge will be deducted from the Net Cash Surrender Value if the policy is assigned, or the owner is otherwise changed, unless that change was:

- the result of a merger or acquisition and the successor owner was your wholly owned subsidiary on the date ownership changed; or
- was to a trust established by the owner for the purposes of providing employee benefits.

To the extent a surrender charge applies, see the Table of Surrender Charges in the Coverage Description.

### **5.6 Withdrawals**

After the first Policy Anniversary, you may surrender a portion of the Net Cash Surrender Value of this policy by sending a written request to our Home Office. The withdrawal amount may not exceed:

1. the Net Cash Surrender Value; minus
2. the amount required to keep this policy in force for three months.

We will process your withdrawal request as of the next Valuation Day after we receive your withdrawal request in our Home Office, subject to Section 10.9, Postponement of Transactions. We have the right to postpone payment for the period permitted by law. The Insured's death benefit will be reduced by the amount of the withdrawal. The withdrawal will be allocated to your Policy Account as described in Section 5.7.

We reserve the right to decline a request for a withdrawal of the Net Cash Surrender Value if:

1. the death benefit would be reduced below our minimum policy issue amount; or

2. we determine that the withdrawal would cause this policy to fail to qualify as life insurance under applicable tax law. See Section 10.3.

### **5.7 Deductions from Your Policy Account**

You may tell us how much of the Deduction from your Policy Account is to be allocated to your value in each investment division of our SA. For the purpose of loans and withdrawals, such values will be determined as of the date we receive your request in our Home Office.

If you do not tell us how to allocate the Deductions from your Policy Account, we will make the deduction on the basis of your deduction allocation percentages then in effect.

If we cannot allocate the Deductions from your Policy Account according to the Deduction allocation percentages then in effect or on the basis of your request, we will take the applicable Deduction from your values in the investment divisions of our SA in the same proportion that these values bear to the total unloaned value in your Policy Account.

## **6. VALUATION**

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### **6.1 Guaranteed Interest Division (GID)**

The GID is solely available for allocations of amounts that serve as collateral for loans taken from the policy. Annual effective interest rates will never be less than 4%. The Company can adjust the interest rate at its discretion. The amount in the GID is equal to the amounts transferred to it under the policy to cover a loan, plus interest credited, minus amounts deducted under the policy. Interest is credited each policy month on amounts in the GID account as follows:

- Amounts that remain for the entire month from the beginning of the month to the end of the month.
- Amounts allocated as loan payments from the date of receipt to the end of the month.
- Amounts transferred to the GID during a policy month from the date of transfer to the end of the month.
- Amounts transferred from the GID during a policy month from the beginning of the month to the date of transfer.

### **6.2 Separate Account (SA) Investment Divisions**

The amount you have in an investment division of our SA under this policy at any time is equal to the number of units this policy then has in that division multiplied by the division's Unit Value at that time. Unit Values for the investment divisions will be determined at the end of each Valuation Day.

The current Unit Value for an investment division of our SA is equal to (1) multiplied by (2) where:

- (1) is the Unit Value of the investment division of our SA at the end of the previous Valuation Day; and
- (2) is the net investment factor for the investment division of our SA at the end of the current Valuation Day.

The net investment factor for an investment division of our SA for a Valuation Period is (a) divided by (b), where:

- (a) is the net asset value of that investment division at the end of the current Valuation Day before any policy transactions are made plus any dividend or income distribution on assets held by the investment division at the end of the current Valuation Day;
- (b) is the net asset value of that investment division after all policy transactions were made at the end of the immediately preceding Valuation Day.

We will deduct from the assets of the investment divisions all fees and expenses incurred by us in connection with the operation of the investment division including, but not limited to;

- investment and advisory fees;
- custodian fees;
- brokerage commissions; and
- other transaction expenses.

These fees and expenses may differ between investment divisions and may be subject to change.

## **7. SEPARATE ACCOUNT**

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We established a Separate Account and maintain it under the laws of the State of Washington. Realized and unrealized gains and losses from the assets of our SA are credited or charged against the SA without regard to our other income, gains, or losses.

The assets of the Separate Account are the property of Symetra. However, the assets of the Separate Account, equal to the reserves and other contract liabilities with respect to the Separate Account, are not chargeable with liabilities arising out of any other business Symetra may conduct. Income, gains and losses, whether or not realized, are, in accordance with the policies, credited to or charged against the Separate Account without regard to other income, gains or losses of Symetra. Symetra's obligations arising under the policies are general corporate obligations.

Our SA consists of investment divisions. Each division may invest its assets in a separate class of shares of a designated investment company or companies. The investment divisions of our SA that you chose for your initial allocations are shown on the application for this policy. We may from time to time make other investment divisions available to you. We will provide you with written notice of all investment objectives and all charges.

We have the right to change or add designated investment companies. We have the right to add or remove investment divisions. We have the right to withdraw assets of a class of policies to which this policy belongs from an investment division and put them in another investment division. We also have the right to combine any two or more investment divisions. The term investment division in this policy shall then refer to any other investment division in which the assets of a class of policies to which this policy belongs were placed.

We have the right to:

1. register or deregister the Separate Account under the Investment Company Acts of 1940;
2. manage the Separate Account under the direction of a committee, and discharge such committee at any time;
3. restrict or eliminate any voting rights of policy owners, or other persons who have voting rights as to the Separate Account; and
4. operate the Separate Account or one or more of the investment divisions by making any other investments, including direct investments. If we do so, we may invest the assets of the Separate Account or one or more of the investment divisions in any legal investments. We will rely upon our own or outside counsel for advice in this regard.

If any of these changes result in a material change in the underlying investments of an investment division of our SA, we will notify you of such change. If you have value in that investment division and you wish, we will transfer it at your written direction from that division to another division of our SA at no charge to you. You may then change your premium and deduction allocation percentages.

## **8. INSURANCE COVERAGE PROVISIONS**

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### **8.1 Payment of Death Benefit**

We will pay the insurance benefits of this policy to the beneficiary when we receive at our Home Office (1) proof that the Insured died while this policy was in force; and (2) all other requirements deemed necessary before such payment may be made. These insurance benefits include the following amounts for the Insured, which we will determine as of the date of the Insured's death:

1. the death benefit described below; plus
2. any other benefits then due from riders to this policy; minus
3. any loan and loan interest on the policy; minus
4. any overdue deductions if the Insured dies during the grace period.

We will pay the resulting amount within 2 months from the date we receive due proof of death. Interest will be paid on this amount at a rate not less than the current interest rate we pay on death proceeds left on deposit with us, computed from the Insured's death until the date of payment.

### **8.2 Amount of Death Benefit**

If the Insured dies while the policy is in force, this policy will provide a death benefit. The death benefit will be determined under either Option A or Option B below, whichever you have chosen and is in effect at such time.

Under Option A, the death benefit is the greater of:

1. the Face Amount on the date of death, or
2. the applicable percentage of the Policy Account on the date of death (see below).

Under this option, the amount of the death benefit is fixed, except when it is determined by such a percentage.

Under Option B, the death benefit is the greater of:

1. the Face Amount plus the amount in your Policy Account on the date of death, or
2. the applicable percentage of the Policy Account on the date of death (see below). Under this option the amount of death benefit is variable.

The applicable percentage depends upon the attained age, last birthday of the Insured at the beginning of the policy year, as follows:

**TABLE OF APPLICABLE PERCENTAGES**

<u>Age</u>	Male		Female		<u>Age</u>	Male		Female	
	<u>Non Smk</u>	<u>Male Smk</u>	<u>Non Smk</u>	<u>Female Smk</u>		<u>Non Smk</u>	<u>Male Smk</u>	<u>Non Smk</u>	<u>Female Smk</u>
20	804	647	923	738	60	212	189	236	203
21	778	626	891	712	61	206	184	230	198
22	753	606	860	687	62	201	180	223	193
23	728	587	830	664	63	195	176	217	189
24	704	569	800	640	64	190	172	211	184
25	681	551	772	618	65	185	168	205	180
26	659	534	745	597	66	180	165	199	176
27	637	517	719	576	67	176	162	194	172
28	616	501	694	556	68	171	158	189	168
29	595	485	669	537	69	167	155	184	165
30	575	469	646	519	70	163	152	179	161
31	556	454	623	501	71	159	149	175	158
32	537	440	601	484	72	156	146	170	155
33	518	425	580	468	73	152	144	166	152
34	501	411	560	452	74	149	141	162	149
35	483	398	541	437	75	146	139	158	146
36	467	385	522	422	76	143	136	155	144
37	451	372	504	408	77	140	134	151	141
38	435	360	487	394	78	137	132	148	139
39	420	349	470	381	79	135	130	145	136
40	406	337	454	369	80	132	128	141	134
41	392	327	438	357	81	130	126	138	132
42	379	316	423	345	82	128	124	136	130
43	366	306	409	334	83	126	123	133	128
44	354	297	395	323	84	124	121	130	126
45	342	288	381	313	85	122	120	128	124
46	331	279	369	303	86	120	118	125	122
47	320	271	356	293	87	118	117	123	120
48	310	263	344	284	88	117	115	120	118
49	300	255	333	275	89	115	114	118	117
50	290	248	322	267	90	113	113	116	115
51	281	241	312	259	91	111	111	113	113
52	272	234	302	252	92	109	109	110	110
53	263	227	292	245	93	107	107	107	107
54	255	221	283	238	94	104	104	104	104
55	247	215	275	231					
56	239	209	266	225					
57	232	204	258	219					
58	225	199	251	214					
59	219	194	243	208					

### **8.3 Changing Face Amount or Death Benefit Option**

You may make the following changes, as indicated below, in this policy after the first Policy Anniversary. You must submit a written request to our Home Office. We will send to you a new Coverage Description and, if applicable, a new Table of Surrender Charges, when a change occurs. We reserve the right to refuse to make any change that we determine would cause this policy to fail to qualify as life insurance under applicable tax law. See Section 10.3. We may require that you return the policy to our Home Office to make a policy change.

#### **Increase in Face Amount:**

You must submit a new application for an increase in the Face Amount prior to the Insured's 80th birthday. We will require evidence of insurability satisfactory to us. Any increase you ask for must be at least \$10,000. The effective date of any increase will be the Monthly Anniversary following the date we approve the application. A new surrender charge and surrender period will apply to the amount of the increase as shown in the Table of Surrender Charges.

#### **Decrease in Face Amount:**

For a decrease in the Face Amount, the effective date will be the Monthly Anniversary following the date on which we receive the written request in our Home Office. You may not decrease the Face Amount below the minimum amount for which we would then issue this policy under our rules. If you have increased the Face Amount in the past and are now applying for a decrease, the decrease will be taken against the coverage increases first, starting with the most recent increase. If a surrender charge applies at the time of the decrease, we will deduct a surrender charge from the Policy Account.

#### **Change in Death Benefit Option:**

A change from one Death Benefit Option to the other will take effect on the Monthly Anniversary following the date on which we receive the written request in our Home Office. No evidence of insurability will be required. A surrender charge will not apply to a change in Death Benefit Option.

If you ask us to change from Option A to Option B, we will decrease the Face Amount by the amount in your Policy Account on the date of change. However, we reserve the right to decline to make such change if it would reduce the Face Amount below the minimum amount for which we would then issue this policy under our rules.

If you ask us to change from Option B to Option A, we will increase the Face Amount by the amount in your Policy Account on the date of change.

## **9. BENEFIT PAYMENT PROVISION** ---

We will pay the following in a lump sum:

1. surrenders;
2. withdrawals;
3. the Policy Account payable on the Maturity Date; and
4. the insurance benefits payable on the death of an Insured.

## **10. GENERAL PROVISIONS** ---

### **10.1 The Contract**

This policy is issued in consideration of the application and the initial premium payment shown in the Coverage Description.

The entire contract consists of this policy, any riders, supplementary benefits, endorsements or amendments, the attached copy of the initial and all subsequent applications, and all additional Coverage Descriptions.

In the absence of fraud, all statements made by the Insured are representations and not warranties and no statement voids the Policy unless it is contained in a written application and a copy of the application is attached to the policy when issued.

### **10.2 Change of Contract**

Only our President, Secretary or one of our Vice Presidents or Assistant Secretaries can modify this policy or waive any of our rights or requirements under it. The person making these changes must put them in writing and sign them.

### **10.3 Applicable Tax Law**

For you and the beneficiary to receive the tax treatment accorded to life insurance under Federal law, this policy must qualify initially and continue to qualify as life insurance under the Internal Revenue Code or successor law. Therefore, to secure this qualification, we reserve the right to decline to accept, make or process any in force policy transaction that would cause the policy to fail to qualify as life insurance under applicable tax law as interpreted by us. Further, we reserve the right to make changes in this policy or its riders or to make distributions from the policy to the extent we deem it necessary to continue to qualify this policy as life insurance. Any such changes will apply uniformly to all policies that are affected. You will be given written notice of such changes.

### **10.4 Policy Cost Factors**

Changes in policy cost factors (interest rates we credit, cost of insurance deductions, and expense charges) will be by class and based upon changes in future expectations for such elements as investment earnings, mortality, persistency, expenses and taxes. Any change in policy cost factors will be determined in accordance with procedures and standards on file, if required, with the insurance supervisory official of the jurisdiction in which this policy is delivered.

### **10.5 Incontestability**

We have the right to contest the validity of this policy based on material misrepresentations made in the application, subsequent applications or any amendment or endorsement to an application. However, we will not contest the validity of this policy after it has been in effect during the lifetime of the Insured for two years from the Effective Date. We will not contest any policy change that requires an application, or any reinstatement of the policy, after the change or reinstatement has been in effect for two years during the lifetime of the Insured.

We will not use a statement to contest a claim unless it is contained in an application or an amendment to an application. All statements made in an application are representations and not warranties.

See any supplementary benefits and riders for modifications of this provision that apply to them.

### **10.6 Misstatement of Age or Sex**

If any Insured's age or sex has been misstated on any application, we will adjust the death benefit and benefits provided by any supplementary benefits and riders to this policy. The adjustment will be to an amount that would have been purchased at the correct age or sex using the cost of insurance rates in effect on the Effective Date.

### **10.7 Suicide Exclusion**

If the Insured dies by suicide, while sane or insane, within two years from the Effective Date, the proceeds payable will be limited to (1) minus (2) where:

- (1) the sum of:
  - a. premiums paid;
  - b. your values in the investment divisions of our SA;
  - c. the monthly deductions that have been deducted from your values in the investment divisions of our SA;
- (2) the sum of:
  - a. amounts allocated to our SA;
  - b. the loaned portion of your Policy Account;

If the Insured dies by suicide, while sane or insane, more than two years from the Effective Date, but within two years from the date we issue any increase in coverage, we will pay:

1. the Death Benefit for any coverage in effect more than two years from the Effective Date; plus
2. the monthly deductions for the increase in coverage.

All amounts will be calculated as of the date of death.

### **10.8 Policy Termination**

The policy will terminate and all coverage the policy provides will end on the earliest of the following:

- The business day on which the Company processes the surrender of the policy for its full Net Cash Surrender Value. .
- The Insured's death.
- The end of the grace period.
- The Maturity Date, unless the Extended Maturity Benefit is selected.

Any riders will also terminate unless the rider states otherwise.

### **10.9 Postponement of Transactions**

We may not be able to obtain the value of the assets of the investment divisions of our SA if:

- the New York Stock Exchange is closed;
- the Securities and Exchange Commission requires trading to be restricted or declares an emergency; or
- the Securities and Exchange Commission by order permits us to defer payments for the protection of our policy owners.

During such times, as to amounts allocated to the investment divisions of our SA, we may defer:

- determination and payment of surrenders or withdrawals of the Net Cash Surrender Value;
- determination and payment of any death benefit in excess of the Face Amount;
- payment of loans;
- determination of the Unit Values of the investment divisions of our SA;
- any requested transfers among investment divisions of our SA;

For investment divisions that invest in underlying funds or other investment assets that are not valued or redeemable on a daily basis, we may defer the activities listed below in whole or in part until such investments may be purchased, valued, or liquidated, in accordance with the specified terms and conditions of the applicable investments, without penalty.

These activities are:

- the valuation of assets
- the allocation of Premium
- the processing of loan repayments
- the processing, the determination and payment of any:
  - surrender
  - partial withdrawal
  - loan proceeds
  - death benefit proceeds in excess of the face amount
  - transfers.

If we defer, in whole or in part, the allocation of premium or loan repayments or any transfer, these amounts may first be allocated to the money market investment division and will remain there until the investments are available.

During the postponement period, the Policy Account will continue to be subject to the investment experience (gains or losses) of the investment divisions in which the Policy Account is invested and all applicable charges.

**SYMETRA LIFE INSURANCE COMPANY  
FLEXIBLE PREMIUM VARIABLE LIFE INSURANCE**

Symetra Life Insurance Company  
A Stock Company  
(800) 796-3872  
TTY/TDD (800) 833-6388 (Deaf/HH)

Home Office:  
777 108<sup>th</sup> Avenue NE  
Bellevue, WA 98004

Mailing Address:  
P.O. Box 7902  
London, KY 40742-7902  
[www.symetra.com](http://www.symetra.com)

Insured: John Doe  
Policy Number: FL0000001  
Policy Date: September 1, 2009

Owner: Jane Doe  
Rate Class: Standard Non-Nicotine  
Gender: Male

**SYMETRA LIFE INSURANCE COMPANY  
FLEXIBLE PREMIUM VARIABLE LIFE INSURANCE**

Symetra Life Insurance Company will pay the insurance benefits and provide the other rights and benefits of this policy in accordance with its provisions.

This is a flexible premium variable life insurance policy. You can;

- Increase or decrease the Face Amount of insurance;
- Make premium payments at any time and, within limits, in any amount;
- Change the allocation of Net Premiums and Deductions among your investment options;
- Transfer amounts among your investment options.

These rights and benefits are subject to the terms and conditions of this policy. Policy changes are subject to approval and may require evidence of insurability.

Your Net Premiums will be put in your Policy Account. You may allocate them to one or more investment divisions of our Separate Account (SA).

The portion of your Policy Account that is in our Guaranteed Interest Division (GID) will accumulate, after deductions, at rates of interest we determine. Such rates will not be less than 4% a year. The GID is available only for loan collateral.

**The portion of your Policy Account that is in an investment division of our SA will vary up or down depending on the investment performance of the corresponding portfolio of a designated investment company, and there are no minimum guarantees.**

**The amount of death benefit will increase or decrease as described in this policy under Section 8.**

This is a non-participating policy.

**THIS IS A LEGAL CONTRACT. PLEASE READ IT CAREFULLY.**

  
[ ]

  
[ ]

[George Pagos]  
[Secretary]

[Randall H. Talbot]  
[President]

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**Right to Examine the Policy: [Non-Replacement Sales: You may examine this policy and if for any reason you are not satisfied with it, you may return it within 10 days from the date it was received to Symetra or to the Registered Representative of record. If this policy is returned, it is considered void and a refund will be made. The amount we refund will be equal to the premium payments as of the date we receive the returned policy.]**

**[Replacement Sales: You may examine this policy and if for any reason you are not satisfied with it, you may return it within 20 days from the date it was received to Symetra or to the Registered Representative of record. If this policy is returned, it is considered void and a refund will be made. The amount we refund will be equal to the premium payments as of the date we receive the returned policy.] THIS IS A LEGAL CONTRACT. PLEASE READ IT CAREFULLY.**

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**POLICY NUMBER: 000000000**

**COVERAGE DESCRIPTION -----**

**PRIMARY INSURED:** John Doe

**ISSUE DATE:** 01/01/2009

**INITIAL PREMIUM:** \$19,876

**MONTHLY  
ANNIVERSARY:** 1<sup>st</sup> day of each month

**PLANNED PERIODIC PREMIUM:**

**PREMIUM PAYABLE:** Annual

**MINIMUM MONTHLY PREMIUM:**

**INITIAL FACE AMOUNT:** \$100,000

**DEATH BENEFIT OPTION:** Fixed – Face Amount includes the amount in your Policy Account

<b>AMOUNT OF COVERAGE</b>	<b>COVERAGE</b>	<b>EXPIRATION</b>
-------------------------------	-----------------	-------------------

Primary Insured:	John Doe Issue Age: 35 Class: Male, Non-nicotine
------------------	--

\$100,000	Life Insurance
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Coverage may expire if premiums paid are insufficient to continue coverage as outlined in your Contract. See your Policy Provisions.

**COVERAGE DESCRIPTION -----**

***Table of Expense Charges***

**The Premium Tax Charge** is [2.10%] of each Premium payment. This amount is subtracted from each Premium payment. We reserve the right to change this percentage to conform with changes in the law or if you change residence.

**The Premium Charge** is [1.25%] of each Premium payment. This amount is subtracted from each Premium payment. We reserve the right to change this charge, but it will never be more than [2.00%].

**The Administration Expense** for each month is [\$5.00]. This amount will be deducted from your Policy Account. We reserve the right to change this charge, but it will never be more than [\$5.00].

**A mortality and expense risk charge** not exceeding an annual rate of [3.00]% of your Policy Account excluding any experience rating credits, if applicable, will be accrued daily and deducted monthly in arrears from your Policy Account on your monthly anniversary.

**Transfers** - You may make [12] transfers in a calendar year.

**SCHEDULE OF GUARANTEED MAXIMUM COST OF INSURANCE RATES** \_\_\_\_\_

**MONTHLY RATES PER \$1,000 OF NET AMOUNT AT RISK**

36	2043	2.13510
37	2044	2.26850
38	2045	2.44200
39	2046	2.69170
40	2047	3.24400
<b>POLICY YEAR</b>		
01	2008	0.09330
02	2009	0.09750
03	2010	0.10340
04	2011	0.11090
05	2012	0.11750
06	2013	0.12670
07	2014	0.13760
08	2015	0.15090
09	2016	0.16680
10	2017	0.18430
11	2018	0.20360
12	2019	0.22280
13	2020	0.23870
14	2021	0.25120
15	2022	0.26710
16	2023	0.28800
17	2024	0.31480
18	2025	0.34740
19	2026	0.38510
20	2027	0.43280
21	2028	0.48650
22	2029	0.54190
23	2030	0.59560
24	2031	0.64930
25	2032	0.71240
26	2033	0.78900
27	2034	0.88250
28	2035	0.99130
29	2036	1.11040
30	2037	1.23480
31	2038	1.36450
32	2039	1.49610
33	2040	1.63380
34	2041	1.77950
35	2042	1.94340

41	2048	3.58550
42	2049	3.97230
43	2050	4.42460
44	2051	4.95330
45	2052	5.55010
46	2053	6.22100
47	2054	6.95710
48	2055	7.74440
49	2056	8.61340
50	2057	9.59120
51	2058	10.69340
52	2059	11.92410
53	2060	13.27640
54	2061	14.74020
55	2062	16.30600
56	2063	17.89750
57	2064	19.49630
58	2065	21.20720
59	2066	23.05250
60	2067	25.04430
61+	2068	0.00000

**TABLE OF SURRENDER CHARGES -----**

<u>Policy Year</u>	<u>Percentage of Policy Account</u>
[1]	[8.0%]
[2]	[7.0%]
[3]	[6.5%]
[4]	[6.0%]
[5]	[5.5%]
[6]	[5.0%]
[7]	[4.5%]
[8]	[4.0%]
[9]	[3.5%]
[10]	[3.0%]
[11]	[2.5%]
[12]	[2.0%]
[13]	[1.5%]
[14]	[1.0%]
[15]	[0.5%]
Thereafter	[0.0%]

See Section 5.5 of your Policy for details about when Surrender Charges apply.

## 1. DEFINITIONS

---

**Deduction(s)**— includes one or more of the following: loans, loan interest, monthly deductions or withdrawals.

**Effective Date** — the date insurance coverage begins under this policy. It is shown in the Coverage Description. Policy years and months are measured from the Effective Date.

**Face Amount** — shown in the Coverage Description.

**General Account** — the account which holds all of our assets other than those held in any Separate Account.

**Guaranteed Interest Division (GID)** — The non-variable portion of the Policy Account that is used for collateral when a loan is taken.

**Home Office** — Our main office, 777 108<sup>th</sup> Ave. NE Suite 1200, Bellevue, WA, 98004-5135. You should send all payments, notices, correspondence and complaints to our Home Office.

**Insured** — the person whose life is Insured under this policy as shown in the Coverage Description.

**Maturity Date** — the Policy Anniversary following the Insured's 95th birthday. On the Maturity Date, the Net Cash Surrender Value will be paid to you.

**Monthly Anniversary** — the same day as the Effective Date for each succeeding month.

**Net Cash Surrender Value** —the Policy Account less applicable surrender charges, loans and loan interest.

**Net Premium** — An amount paid to us for allocation under the policy less any premium tax charge and any premium charges, as shown in the Coverage Description.

**Policy Account** — the sum of the value of policy assets in the Guaranteed Interest Division and the Separate Account plus any experience rating credits if applicable.

**Policy Anniversary** — the same month and day as the Effective Date for each succeeding year.

**Separate Account (SA)** — Symetra Separate Account [VL] which is a segregated asset account established under Washington law to receive and invest premiums for the policy.

**Sub-Account** - A sub-division of the Separate Account; also referred to as an investment division. A Sub-Account may invest in a portfolio of a registered investment company, a managed account, or a private investment company.

**Sub-Account Value** - The market value of the assets allocated to the owner in the Sub-Account minus any liabilities of or attributable to the Sub-Account. The Sub-Account Value is based upon the investment experience of the investment division selected by the owner and will increase or decrease.

**Unit Value** — the unit of measure used to determine the value of the investment divisions in the Separate Account.

**Valuation Day** — the day on which the net asset value of an underlying investment division is determined. On any Valuation Day the value of an investment division asset is determined at the close of the NYSE. To determine the value of an asset on a day that is not a Valuation Day, the value of that asset as of the previous Valuation Day may be used subject to the Postponement of Transactions Provision.

**Valuation Period** — is the interval of time between a Valuation Day and the next Valuation Day.

“we”, “our” and “us” — refer to Symetra Life Insurance Company.

“you” and “your” — refer to the owner of the policy at the time an owner's right is exercised.

## **2. OWNER AND BENEFICIARY PROVISIONS**

---

### **2.1 Owner**

The owner of this policy is named in the application, unless later changed. Ownership changes are subject to Section 2.5.

You are entitled to exercise all the rights of this policy while the Insured is living. If you designate an irrevocable beneficiary or assign the policy, your rights are limited.

### **2.2 Beneficiary**

The original beneficiary is stated in the application. The beneficiary is entitled to the death benefits of this policy. If there are two or more beneficiaries, those who survive the Insured will share the death benefits equally, unless you have made other arrangements with us.

If there is no designated beneficiary living at the death of the Insured, we will pay the death benefits to you, or your estate. If a beneficiary dies within 60 days after the Insured dies, and before payment of any death benefits, we will make payments as though the beneficiary had died before the Insured. The beneficiary designation may include provisions that replace these provisions.

### **2.3 Changing Owner or Beneficiary**

While the Insured is living and this policy is in force, you may change the owner or beneficiary by sending a written notice to our Home Office. The written notice must have the name of the new beneficiary or name and notarized signature of the new owner, and be signed by you. If acceptable to us, changes related to beneficiaries and ownership will take effect as of the date received in our Home Office.

### **2.4 Assignment**

Subject to Section 2.5, you may assign this policy. We will not accept or be bound by an assignment unless we receive in our Home Office a written assignment that is signed by you. Your rights and those of any other person referred to in this policy will be subject to the assignment. We assume no responsibility for the validity of an assignment. A collateral assignment will not change ownership. We will consider an absolute assignment as a change of ownership.

### **2.5 Institutional Owner Changes/Assignments**

The owner of the policy must qualify to purchase the policy as an accredited investor under the federal securities laws. Any new owner or assignee must also qualify as an accredited investor and the change of ownership or assignment must be exempt under the federal securities laws. Therefore, notwithstanding Sections 2.3 and 2.4, you may not change the owner or assign the policy without our prior written consent which we may withhold at our discretion. All other conditions of Sections 2.3 and 2.4 for change of ownership or assignment must also be satisfied.

## **3. PREMIUM PROVISIONS**

---

### **3.1 Initial Premium**

The initial premium shown in the Coverage Description is due on or before delivery of the policy. No insurance will take effect before the initial premium is paid.

### **3.2 Subsequent Premiums**

Premiums may be paid at any time while the policy is in force. We will send premium reminder notices to you for the planned periodic premium shown in the Coverage Description unless you request otherwise. Premiums must be paid to us at our Home Office. You may skip planned premium payments or change their frequency and amount. Each premium payment is subject to our minimum payment requirements.

### **3.3 Grace Period**

The duration of insurance coverage depends upon the Net Cash Surrender Value being sufficient to cover the monthly deductions as described in Section 4.3. If the Net Cash Surrender Value on any Monthly Anniversary is less than such deductions for that month, we will send a written notice to you and any assignee on our records at last known addresses stating that a grace period of 61 days has begun, starting with the date the notice is mailed. The notice will also state the amount of the premium payment or loan repayment sufficient to cover three monthly deductions and premium tax, if applicable.

If we do not receive the amount stated in the notice at our Home Office before the end of the grace period, we will send a written notice to you and any assignee on our records at last known addresses stating that this policy has ended without value.

If the Insured dies during the grace period, we will pay the insurance benefits as described in Section 9.

### **3.4 Reinstatement**

If this policy has ended without value, you may reinstate it while the Insured is alive if you:

1. apply for reinstatement within 5 years after the end of the grace period;
2. provide evidence of insurability satisfactory to us;
3. make a premium payment in an amount sufficient to keep the policy in force for at least three months after the effective date of the reinstated policy;
4. pay or reinstate any indebtedness against the policy which existed at the end of the grace period; and
5. pay the monthly deductions for the insurance coverage during the grace period.

The effective date of the reinstated policy will be the Monthly Anniversary following the date we approve your reinstatement application. There is no coverage from the end of the grace period to the effective date of the reinstated policy.

## **4. POLICY ACCOUNT PROVISIONS**

---

### **4.1 Net Premium**

We put the Net Premium into your Policy Account before any monthly deductions from your Policy Account are made.

### **4.2 Allocations**

Except as otherwise provided in your policy, Net Premiums will be allocated among the available investment divisions selected by you, subject to Section 10.9, Postponement of Transactions. If a selected investment division is not available, we will allocate that portion of the premium payment to the money market investment division or the then available investment equivalent until the earlier of:

- the date the investment division becomes available in accordance with the requirements of the applicable underlying investment; or
- the receipt of further allocation instructions from you.

During the Right to Examine period, we reserve the right to allocate premiums to the money market investment division. At the end of the Right to Examine period, we will allocate the Sub-Account value held in the money market investment division among the investment divisions selected by you as soon as those investment divisions become available in accordance with the requirements of the applicable underlying fund or other investment.

### **4.3 Monthly Deductions**

On each Monthly Anniversary, we make Deductions from your Policy Account to cover monthly administration expense and to provide insurance coverage. Such deduction for any Monthly Anniversary is determined as follows:

- the cost of insurance as described in Section 4.4, Cost of Insurance Rate; plus
- the monthly administration expense shown in the Table of Expense Charges in the Coverage Description; plus
- a charge for mortality and expense risk as shown in the Coverage Description; plus
- the monthly cost of any benefits and riders provided by this policy.

### **4.4 Cost of Insurance Rate**

The monthly cost of insurance is our current monthly cost of insurance rate, times the net amount at risk (current death benefit minus the amount in your Policy Account) on the Monthly Anniversary. For this purpose the amount in your Policy Account is determined before the monthly cost of insurance deduction but after all other Deductions from your Policy Account due on that date have been made.

The current and guaranteed monthly cost of insurance rates are based on the Insured's attained age, gender, rating class and the duration of the policy. The guaranteed rates are shown in the Table of Guaranteed Maximum Insurance Cost Rates.

After the first policy year, we may increase or decrease the current monthly cost of insurance rates. We may not increase these rates above the guaranteed monthly cost of insurance rates. We may increase current rates only once in any 12 month period, but can decrease them at any time. We will notify you of any change in the current rates.

We cannot change the current rates for this policy to recover our losses or gains realized prior to the date of change. Any change will be based on our expected future experience with regard to investment earnings, mortality, terminations and expenses. The rates for any supplemental benefits included in this policy will not be changed.

Any change in rates will apply to all Insureds of the same attained age, gender, rating class and policy duration. No changes in premiums will discriminate against any Insured for any reason, including changes in insurability.

#### **4.5 Transfers Among Investment Options**

At your request, we will transfer amounts from your value in any investment division of our SA to one or more other investment divisions of our SA. The number of transfers you may make in a policy year is shown in the Coverage Description. We will aggregate all transfers made on the same date to count as one transfer towards this number of transfers. Transfers will take effect on the next Valuation Day after we receive your request in our Home Office, subject to Section 10.9, Postponement of Transactions. If the request for transfer is postponed in part, we may first allocate those assets that become available into the money market investment division until the Sub-Account Value may be invested in accordance with the requirements of the applicable investment(s).

We may restrict or eliminate the right to make transfers among investment divisions if such rights are executed by you, a market timer, or other third party authorized to initiate transfers or exchange transactions on your behalf. For example, we reserve the right to reject any transfer request if, in our judgment, you are engaging in a pattern of transfers that may disadvantage other policy owners or would cause an investment division to be unable to invest effectively in accordance with its investment objectives and policies or would otherwise be potentially adversely affected. If we or any affected investment division believes you are engaging in activity as described above or similar activity which will potentially hurt the rights or interest of other policy owners or other investors in the investment division, we have the right to restrict the number of transfers you make. Moreover, the investment division may require us to prohibit transfers and purchases by a particular policy owner.

Investment divisions offered in this policy may have their own market timing policies and procedures and impose redemption fees for short-term investments. We have the right to deduct those redemption fees from your Policy Account.

## **5. POLICY VALUES PROVISIONS**

---

### **5.1 Policy Loans**

You may borrow money from us on the sole security of this policy. The maximum loan amount is 90% of the Net Cash Surrender Value of this policy.

You may request a policy loan by sending a written loan request to our Home Office. We have the right to postpone making a policy loan for the period permitted by law. We will process your loan request as of the next Valuation Day after we receive your loan request in our Home Office. We will not postpone a policy loan for more than six months after we receive the written loan request in our Home Office.

The loaned portion of your Policy Account will be maintained as a part of our GID. Thus, when a loaned amount is deducted from an investment division of our SA, we will redeem units of that investment division sufficient to cover the amount of the loan, as described above, and transfer that amount to our GID. See Section 5.8.

### **5.2 Loan Interest**

Loan interest accrues daily and is payable in arrears on the Policy Anniversary. At the time a loan is made, we will inform you of the initial loan interest rate. Interest will be due and payable on each Policy Anniversary. Any unpaid loan interest will be added to the loan and will be charged interest at the loan rate.

During the first 10 policy years, non preferred loans will be charged interest at a rate 2% greater than interest credited to the loan amount in the GID. The difference, if any, between the interest rate we credit and the interest rate we charge equals the cost of the loan. There is no cost to you on new and existing loans that do not exceed the total investment gain in your policy, less policy charges and existing loan amounts or on loans taken after the tenth policy year. During the first 10 policy years, we call these no cost loans preferred loans. To determine what loan amount is currently available to you on a preferred basis, subtract all premiums paid from your Policy Account and add the amount of any withdrawals.

We will determine the loan interest rate from time to time. If we change the rate we will inform you. The maximum loan interest rate for a policy year shall be the greater of: (1) the Published Monthly Average, as defined below, for the calendar month that ends two

months before the date of the loan; or (2) 5%. Published Monthly Average means the Monthly Average Corporate yield shown in Moody's Corporate Bond Yield Averages published by Moody's Investors Service, Inc., or any successor thereto. If such averages are no longer published, we will use such other averages as may be established by regulation by the insurance supervisory official of the jurisdiction in which the policy is delivered. In no event will the loan interest rate for a policy year be greater than the maximum rate permitted by applicable law.

On each of the first 9 Policy Anniversaries, loans will be reallocated as preferred or nonpreferred in accordance with the preceding formula.

### **5.3 Loan Repayment**

You may repay all or part of a policy loan at any time while the Insured is alive and this policy is in force. We will assume that any payment you make to us while you have a loan is a loan repayment, unless you tell us in writing that it is a premium payment. This does not apply to automatic payments.

We will allocate repayments according to your premium allocation percentages in effect when we receive your repayment at our Home Office, in accordance with Section 4.2, Allocation and subject to Section 10.9, Postponement of Transactions. If the repayment request is postponed in part, we may first allocate those assets that become available into the money market investment division until the Sub-Account Value may be invested in accordance with the requirements of the applicable investment(s).

If both preferred and nonpreferred loans are outstanding, loan repayments will be applied first to nonpreferred loans.

### **5.4 Net Cash Surrender Value**

The Net Cash Surrender Value is equal to:

1. the amount in your Policy Account; minus
2. any applicable surrender charge; minus
3. any loan and loan interest.

You may give up this policy for its Net Cash Surrender Value at any time while the Insured is living. You may do this by sending a written request and this policy to our Home Office. We will compute the Net Cash Surrender Value as of the next Valuation Day after we receive your surrender request in our Home Office, subject to Section 10.9, Postponement of Transactions. Unless you notify us otherwise, if your surrender request is postponed in part, we will allocate the Net Cash Surrender Value that becomes available into the money market investment division until the entire Net Cash Surrender Value is available. We have the right to postpone payment for the period permitted by law. All insurance coverage under this policy ends on the day we pay your entire Net Cash Surrender Value.

### **5.5 Surrender Charges**

A surrender charge will be deducted from the Net Cash Surrender Value if the policy is assigned, or the owner is otherwise changed, unless that change was:

- the result of a merger or acquisition and the successor owner was your wholly owned subsidiary on the date ownership changed; or
- was to a trust established by the owner for the purposes of providing employee benefits.

To the extent a surrender charge applies, see the Table of Surrender Charges in the Coverage Description.

### **5.6 Withdrawals**

After the first Policy Anniversary, you may surrender a portion of the Net Cash Surrender Value of this policy by sending a written request to our Home Office. The withdrawal amount may not exceed:

1. the Net Cash Surrender Value; minus
2. the amount required to keep this policy in force for three months.

We will process your withdrawal request as of the next Valuation Day after we receive your withdrawal request in our Home Office, subject to Section 10.9, Postponement of Transactions. We have the right to postpone payment for the period permitted by law. The Insured's death benefit will be reduced by the amount of the withdrawal. The withdrawal will be allocated to your Policy Account as described in Section 5.7.

We reserve the right to decline a request for a withdrawal of the Net Cash Surrender Value if:

1. the death benefit would be reduced below our minimum policy issue amount; or

2. we determine that the withdrawal would cause this policy to fail to qualify as life insurance under applicable tax law. See Section 10.3.

### **5.7 Deductions from Your Policy Account**

You may tell us how much of the Deduction from your Policy Account is to be allocated to your value in each investment division of our SA. For the purpose of loans and withdrawals, such values will be determined as of the date we receive your request in our Home Office.

If you do not tell us how to allocate the Deductions from your Policy Account, we will make the deduction on the basis of your deduction allocation percentages then in effect.

If we cannot allocate the Deductions from your Policy Account according to the Deduction allocation percentages then in effect or on the basis of your request, we will take the applicable Deduction from your values in the investment divisions of our SA in the same proportion that these values bear to the total unloaned value in your Policy Account.

## **6. VALUATION**

---

### **6.1 Guaranteed Interest Division (GID)**

The GID is solely available for allocations of amounts that serve as collateral for loans taken from the policy. Annual effective interest rates will never be less than 4%. The Company can adjust the interest rate at its discretion. The amount in the GID is equal to the amounts transferred to it under the policy to cover a loan, plus interest credited, minus amounts deducted under the policy. Interest is credited each policy month on amounts in the GID account as follows:

- Amounts that remain for the entire month from the beginning of the month to the end of the month.
- Amounts allocated as loan payments from the date of receipt to the end of the month.
- Amounts transferred to the GID during a policy month from the date of transfer to the end of the month.
- Amounts transferred from the GID during a policy month from the beginning of the month to the date of transfer.

### **6.2 Separate Account (SA) Investment Divisions**

The amount you have in an investment division of our SA under this policy at any time is equal to the number of units this policy then has in that division multiplied by the division's Unit Value at that time. Unit Values for the investment divisions will be determined at the end of each Valuation Day.

The current Unit Value for an investment division of our SA is equal to (1) multiplied by (2) where:

- (1) is the Unit Value of the investment division of our SA at the end of the previous Valuation Day; and
- (2) is the net investment factor for the investment division of our SA at the end of the current Valuation Day.

The net investment factor for an investment division of our SA for a Valuation Period is (a) divided by (b), where:

- (a) is the net asset value of that investment division at the end of the current Valuation Day before any policy transactions are made plus any dividend or income distribution on assets held by the investment division at the end of the current Valuation Day;
- (b) is the net asset value of that investment division after all policy transactions were made at the end of the immediately preceding Valuation Day.

We will deduct from the assets of the investment divisions all fees and expenses incurred by us in connection with the operation of the investment division including, but not limited to;

- investment and advisory fees;
- custodian fees;
- brokerage commissions; and
- other transaction expenses.

These fees and expenses may differ between investment divisions and may be subject to change.

## **7. SEPARATE ACCOUNT**

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We established a Separate Account and maintain it under the laws of the State of Washington. Realized and unrealized gains and losses from the assets of our SA are credited or charged against the SA without regard to our other income, gains, or losses.

The assets of the Separate Account are the property of Symetra. However, the assets of the Separate Account, equal to the reserves and other contract liabilities with respect to the Separate Account, are not chargeable with liabilities arising out of any other business Symetra may conduct. Income, gains and losses, whether or not realized, are, in accordance with the policies, credited to or charged against the Separate Account without regard to other income, gains or losses of Symetra. Symetra's obligations arising under the policies are general corporate obligations.

Our SA consists of investment divisions. Each division may invest its assets in a separate class of shares of a designated investment company or companies. The investment divisions of our SA that you chose for your initial allocations are shown on the application for this policy. We may from time to time make other investment divisions available to you. We will provide you with written notice of all investment objectives and all charges.

We have the right to change or add designated investment companies. We have the right to add or remove investment divisions. We have the right to withdraw assets of a class of policies to which this policy belongs from an investment division and put them in another investment division. We also have the right to combine any two or more investment divisions. The term investment division in this policy shall then refer to any other investment division in which the assets of a class of policies to which this policy belongs were placed.

We have the right to:

1. register or deregister the Separate Account under the Investment Company Acts of 1940;
2. manage the Separate Account under the direction of a committee, and discharge such committee at any time;
3. restrict or eliminate any voting rights of policy owners, or other persons who have voting rights as to the Separate Account; and
4. operate the Separate Account or one or more of the investment divisions by making any other investments, including direct investments. If we do so, we may invest the assets of the Separate Account or one or more of the investment divisions in any legal investments. We will rely upon our own or outside counsel for advice in this regard.

If any of these changes result in a material change in the underlying investments of an investment division of our SA, we will notify you of such change. If you have value in that investment division and you wish, we will transfer it at your written direction from that division to another division of our SA at no charge to you. You may then change your premium and deduction allocation percentages.

## **8. INSURANCE COVERAGE PROVISIONS**

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### **8.1 Payment of Death Benefit**

We will pay the insurance benefits of this policy to the beneficiary when we receive at our Home Office (1) proof that the Insured died while this policy was in force; and (2) all other requirements deemed necessary before such payment may be made. These insurance benefits include the following amounts for the Insured, which we will determine as of the date of the Insured's death:

1. the death benefit described below; plus
2. any other benefits then due from riders to this policy; minus
3. any loan and loan interest on the policy; minus
4. any overdue deductions if the Insured dies during the grace period.

We will pay the resulting amount within 2 months from the date we receive due proof of death. Interest will be paid on this amount at a rate not less than the current interest rate we pay on death proceeds left on deposit with us, computed from the Insured's death until the date of payment.

### **8.2 Amount of Death Benefit**

If the Insured dies while the policy is in force, this policy will provide a death benefit. The death benefit will be determined under either Option A or Option B below, whichever you have chosen and is in effect at such time.

Under Option A, the death benefit is the greater of:

1. the Face Amount on the date of death, or
2. the applicable percentage of the Policy Account on the date of death (see below).

Under this option, the amount of the death benefit is fixed, except when it is determined by such a percentage.

Under Option B, the death benefit is the greater of:

1. the Face Amount plus the amount in your Policy Account on the date of death, or
2. the applicable percentage of the Policy Account on the date of death (see below). Under this option the amount of death benefit is variable.

The applicable percentage depends upon the attained age, last birthday of the Insured at the beginning of the policy year, as follows:

**TABLE OF APPLICABLE PERCENTAGES**

<u>Age</u>	Male		Female		<u>Age</u>	Male		Female	
	<u>Non Smk</u>	<u>Male Smk</u>	<u>Non Smk</u>	<u>Female Smk</u>		<u>Non Smk</u>	<u>Male Smk</u>	<u>Non Smk</u>	<u>Female Smk</u>
20	804	647	923	738	60	212	189	236	203
21	778	626	891	712	61	206	184	230	198
22	753	606	860	687	62	201	180	223	193
23	728	587	830	664	63	195	176	217	189
24	704	569	800	640	64	190	172	211	184
25	681	551	772	618	65	185	168	205	180
26	659	534	745	597	66	180	165	199	176
27	637	517	719	576	67	176	162	194	172
28	616	501	694	556	68	171	158	189	168
29	595	485	669	537	69	167	155	184	165
30	575	469	646	519	70	163	152	179	161
31	556	454	623	501	71	159	149	175	158
32	537	440	601	484	72	156	146	170	155
33	518	425	580	468	73	152	144	166	152
34	501	411	560	452	74	149	141	162	149
35	483	398	541	437	75	146	139	158	146
36	467	385	522	422	76	143	136	155	144
37	451	372	504	408	77	140	134	151	141
38	435	360	487	394	78	137	132	148	139
39	420	349	470	381	79	135	130	145	136
40	406	337	454	369	80	132	128	141	134
41	392	327	438	357	81	130	126	138	132
42	379	316	423	345	82	128	124	136	130
43	366	306	409	334	83	126	123	133	128
44	354	297	395	323	84	124	121	130	126
45	342	288	381	313	85	122	120	128	124
46	331	279	369	303	86	120	118	125	122
47	320	271	356	293	87	118	117	123	120
48	310	263	344	284	88	117	115	120	118
49	300	255	333	275	89	115	114	118	117
50	290	248	322	267	90	113	113	116	115
51	281	241	312	259	91	111	111	113	113
52	272	234	302	252	92	109	109	110	110
53	263	227	292	245	93	107	107	107	107
54	255	221	283	238	94	104	104	104	104
55	247	215	275	231					
56	239	209	266	225					
57	232	204	258	219					
58	225	199	251	214					
59	219	194	243	208					

### **8.3 Changing Face Amount or Death Benefit Option**

You may make the following changes, as indicated below, in this policy after the first Policy Anniversary. You must submit a written request to our Home Office. We will send to you a new Coverage Description and, if applicable, a new Table of Surrender Charges, when a change occurs. We reserve the right to refuse to make any change that we determine would cause this policy to fail to qualify as life insurance under applicable tax law. See Section 10.3. We may require that you return the policy to our Home Office to make a policy change.

#### **Increase in Face Amount:**

You must submit a new application for an increase in the Face Amount prior to the Insured's 80th birthday. We will require evidence of insurability satisfactory to us. Any increase you ask for must be at least \$10,000. The effective date of any increase will be the Monthly Anniversary following the date we approve the application. A new surrender charge and surrender period will apply to the amount of the increase as shown in the Table of Surrender Charges.

#### **Decrease in Face Amount:**

For a decrease in the Face Amount, the effective date will be the Monthly Anniversary following the date on which we receive the written request in our Home Office. You may not decrease the Face Amount below the minimum amount for which we would then issue this policy under our rules. If you have increased the Face Amount in the past and are now applying for a decrease, the decrease will be taken against the coverage increases first, starting with the most recent increase. If a surrender charge applies at the time of the decrease, we will deduct a surrender charge from the Policy Account.

#### **Change in Death Benefit Option:**

A change from one Death Benefit Option to the other will take effect on the Monthly Anniversary following the date on which we receive the written request in our Home Office. No evidence of insurability will be required. A surrender charge will not apply to a change in Death Benefit Option.

If you ask us to change from Option A to Option B, we will decrease the Face Amount by the amount in your Policy Account on the date of change. However, we reserve the right to decline to make such change if it would reduce the Face Amount below the minimum amount for which we would then issue this policy under our rules.

If you ask us to change from Option B to Option A, we will increase the Face Amount by the amount in your Policy Account on the date of change.

## **9. BENEFIT PAYMENT PROVISION** ---

We will pay the following in a lump sum:

1. surrenders;
2. withdrawals;
3. the Policy Account payable on the Maturity Date; and
4. the insurance benefits payable on the death of an Insured.

## **10. GENERAL PROVISIONS** ---

### **10.1 The Contract**

This policy is issued in consideration of the application and the initial premium payment shown in the Coverage Description.

The entire contract consists of this policy, any riders, supplementary benefits, endorsements or amendments, the attached copy of the initial and all subsequent applications, and all additional Coverage Descriptions.

In the absence of fraud, all statements made by the Insured are representations and not warranties and no statement voids the Policy unless it is contained in a written application and a copy of the application is attached to the policy when issued.

### **10.2 Change of Contract**

Only our President, Secretary or one of our Vice Presidents or Assistant Secretaries can modify this policy or waive any of our rights or requirements under it. The person making these changes must put them in writing and sign them.

### **10.3 Applicable Tax Law**

For you and the beneficiary to receive the tax treatment accorded to life insurance under Federal law, this policy must qualify initially and continue to qualify as life insurance under the Internal Revenue Code or successor law. Therefore, to secure this qualification, we reserve the right to decline to accept, make or process any in force policy transaction that would cause the policy to fail to qualify as life insurance under applicable tax law as interpreted by us. Further, we reserve the right to make changes in this policy or its riders or to make distributions from the policy to the extent we deem it necessary to continue to qualify this policy as life insurance. Any such changes will apply uniformly to all policies that are affected. You will be given written notice of such changes.

### **10.4 Policy Cost Factors**

Changes in policy cost factors (interest rates we credit, cost of insurance deductions, and expense charges) will be by class and based upon changes in future expectations for such elements as investment earnings, mortality, persistency, expenses and taxes. Any change in policy cost factors will be determined in accordance with procedures and standards on file, if required, with the insurance supervisory official of the jurisdiction in which this policy is delivered.

### **10.5 Incontestability**

We have the right to contest the validity of this policy based on material misrepresentations made in the application, subsequent applications or any amendment or endorsement to an application. However, we will not contest the validity of this policy after it has been in effect during the lifetime of the Insured for two years from the Effective Date. We will not contest any policy change that requires an application, or any reinstatement of the policy, after the change or reinstatement has been in effect for two years during the lifetime of the Insured.

We will not use a statement to contest a claim unless it is contained in an application or an amendment to an application. All statements made in an application are representations and not warranties.

See any supplementary benefits and riders for modifications of this provision that apply to them.

### **10.6 Misstatement of Age or Sex**

If any Insured's age or sex has been misstated on any application, we will adjust the death benefit and benefits provided by any supplementary benefits and riders to this policy. The adjustment will be to an amount that would have been purchased at the correct age or sex using the cost of insurance rates in effect on the Effective Date.

### **10.7 Suicide Exclusion**

If the Insured dies by suicide, while sane or insane, within two years from the Effective Date, the proceeds payable will be limited to (1) minus (2) where:

- (1) the sum of:
  - a. premiums paid;
  - b. your values in the investment divisions of our SA;
  - c. the monthly deductions that have been deducted from your values in the investment divisions of our SA;
- (2) the sum of:
  - a. amounts allocated to our SA;
  - b. the loaned portion of your Policy Account;

If the Insured dies by suicide, while sane or insane, more than two years from the Effective Date, but within two years from the date we issue any increase in coverage, we will pay:

1. the Death Benefit for any coverage in effect more than two years from the Effective Date; plus
2. the monthly deductions for the increase in coverage.

All amounts will be calculated as of the date of death.

## **10.8 Policy Termination**

The policy will terminate and all coverage the policy provides will end on the earliest of the following:

- The business day on which the Company processes the surrender of the policy for its full Net Cash Surrender Value. .
- The Insured's death.
- The end of the grace period.
- The Maturity Date, unless the Extended Maturity Benefit is selected.

Any riders will also terminate unless the rider states otherwise.

## **10.9 Postponement of Transactions**

We may not be able to obtain the value of the assets of the investment divisions of our SA if:

- the New York Stock Exchange is closed;
- the Securities and Exchange Commission requires trading to be restricted or declares an emergency; or
- the Securities and Exchange Commission by order permits us to defer payments for the protection of our policy owners.

During such times, as to amounts allocated to the investment divisions of our SA, we may defer:

- determination and payment of surrenders or withdrawals of the Net Cash Surrender Value;
- determination and payment of any death benefit in excess of the Face Amount;
- payment of loans;
- determination of the Unit Values of the investment divisions of our SA;
- any requested transfers among investment divisions of our SA;

For investment divisions that invest in underlying funds or other investment assets that are not valued or redeemable on a daily basis, we may defer the activities listed below in whole or in part until such investments may be purchased, valued, or liquidated, in accordance with the specified terms and conditions of the applicable investments, without penalty.

These activities are:

- the valuation of assets
- the allocation of Premium
- the processing of loan repayments
- the processing, the determination and payment of any:
  - surrender
  - partial withdrawal
  - loan proceeds
  - death benefit proceeds in excess of the face amount
  - transfers.

If we defer, in whole or in part, the allocation of premium or loan repayments or any transfer, these amounts may first be allocated to the money market investment division and will remain there until the investments are available.

During the postponement period, the Policy Account will continue to be subject to the investment experience (gains or losses) of the investment divisions in which the Policy Account is invested and all applicable charges.

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