

SERFF Tracking Number: SYMT-127184907 State: Arkansas  
Filing Company: Symetra Life Insurance Company State Tracking Number: 48966  
Company Tracking Number: L-10052\_4/11  
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life  
Adjustable Life  
Product Name: L-10052\_4/11\_SPL\_w/ROP-Low  
Project Name/Number: L-10052\_4/11\_SPL\_w/ROP-Low/L-10052\_4/11

## Filing at a Glance

Company: Symetra Life Insurance Company

Product Name: L-10052\_4/11\_SPL\_w/ROP-Low SERFF Tr Num: SYMT-127184907 State: Arkansas

TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed-Approved- State Tr Num: 48966  
Adjustable Life Closed

Sub-TOI: L09I.001 Single Life Co Tr Num: L-10052\_4/11 State Status: Approved-Closed  
Filing Type: Form Reviewer(s): Linda Bird

Authors: Linda Porter, Jill Morgan, Disposition Date: 06/10/2011

Lisa Richards

Date Submitted: 06/02/2011 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval  
State Filing Description:

Implementation Date:

## General Information

Project Name: L-10052\_4/11\_SPL\_w/ROP-Low

Project Number: L-10052\_4/11

Requested Filing Mode:

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: Washington, our domiciliary state, will be filed under the compact.

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 06/10/2011

State Status Changed: 06/10/2011

Deemer Date:

Submitted By: Lisa Richards

Filing Description:

June 1, 2011

Created By: Lisa Richards

Corresponding Filing Tracking Number:

Arkansas Department of Insurance

Symetra Life Insurance Company

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Project Name/Number: L-10052\_4/11\_SPL\_w/ROP-Low/L-10052\_4/11  
NAIC# 1129-68608  
FEIN# 91-0742147

RE: Symetra Life Insurance Company  
NAIC No. 1129-68608, FEIN: 91-0742147

Included Form: L-10052 4/11 - Single Premium Permanent Life Insurance Policy

Dear Sir or Madam:

We are submitting a copy of the final version of the above referenced form for your review, and request that it be reviewed as part of this submission.

This form is substantially similar to policy form L-10044 1/11, approved in your state on 2-8-11 under SERFF # SYMX-G126949470. The basic difference between this form and Form L-10044 1/11, relates to the cost of insurance rates. Form L-10052 4/11 may be sold in a lower interest rate environment.

Policy Form L-10052 4/11 is a non-participating single-premium permanent life insurance policy. This policy will be available from ages 55 to 85, Male or Female and Non-nicotine or Nicotine users. The minimum death benefit will be based on the amount purchased with a \$10,000 premium. There is no maximum death benefit. We will have two classes, preferred and traditional. The policy will be sold without an illustration using the simplified and fully underwritten applications.

The Death Benefit is the Face Amount of insurance, adjusted for any partial surrenders, on the date of the primary insured's death or, if greater, the Accumulation Fund on the date of the primary insured's death multiplied by the applicable percentage as defined in the Amount of Death Benefit provision.

The Cash Surrender Value, before adjustment for indebtedness, is the Accumulation Fund less a Surrender Charge. There is a return of premium provision that returns the premium if greater than the cash surrender value at the time of surrender.

Surrender Charges are calculated as a percentage of the initial premium, in the case of a full surrender, or as a percentage of the amount withdrawn, in the case of a partial withdrawal. Surrender Charges on a partial withdrawal are subject to a maximum amount that would be charged for a full surrender at that time. The surrender charge is a percent of the initial premium which will be 6.5% in the first year and a decreasing amount each year until it is 0% in the 11th year and thereafter.

The minimum guaranteed interest rate is 3.0% per annum. We will declare current interest rates at or above the minimum from time to time.

The maximum cost of insurance rates are based on the sex and smoker distinct Commissioners 2001 Standard Ordinary Ultimate Mortality Table Age Last Birthday. Cost of insurance rates under this policy vary for males, females, smokers and non-smokers. Current cost of insurance rates will never exceed these maximum rates.

This policy form has an expense charge of 0.25% of the Accumulation Fund at each Monthly Anniversary. This charge will be deducted from the Accumulation fund on each Monthly Anniversary and is not subject to increase.

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L-10052 4/11 is new and does not replace any forms currently in use. The content does not deviate from normal company or industry standards and contains no unusual or controversial items. This product will be marketed by licensed representatives who are appointed with the Company and sell through bank or agency distribution systems. Commissions and gross premiums are consistent with those of the Company's individual policies and there is no deviation from usual retention.

The form is submitted in final printed form and is subject only to minor modifications in paper stock, ink, and adaptation to computer printing. At some time in the future, it may be necessary for us to change the format, fonts, page breaks, etc. in this form in order to accommodate new technology or new printing equipment. We reserve the right to make these types of changes without re-filing as long as there is no change to the specific content of these forms. However, any such accommodation will not result in the use of a font or type style or size which would violate any law, regulation or standard.

The form (or a substantially similar version) is being filed concurrently in Washington, our state of domicile. We plan to introduce this plan in your state once approval has been received.

A Statement of Variability and Actuarial Memorandum are included with this submission.

Forms to be used with form L-10052 4/11 include:

- LUC-157 1/11 - simplified issue application approved February 24, 2011, SERFF # SYMX-G127020338
- LUC-158 1/11 - fully-underwritten application approved February 24, 2011, SERFF # SYMX-G127020338
- L-9946 5/07 - Guarantee of the Death Benefit approved June 28, 2007, SERFF #SYMX-125200612
- LUC-123 7/05 - Part II Individual Life Insurance application approved September 28, 2005, SERFF #USPH&#8722;6GHLST397 (used in the application process for cases requiring medical underwriting)
- L-10042 1/11- Accelerated Death Benefit Rider for Cognitive Impairment and Limited Activities of Daily Living approved on February 8, 2011, SERFF # SYMX-G126949470
- L-10043 1/11 Accelerated Death Benefit Rider for Terminal Illness approved on February 8, 2011, SERFF # SYMX-G126949470

Thank you for your consideration of this submission.

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Linda Porter  
 Symetra Life Insurance Company  
 800-796-3872 extension 65495

## Company and Contact

### Filing Contact Information

Lisa Richards, Compliance Analyst II lisa.richards@symetra.com  
 777 108th Avenue NE, Suite 1200 425-256-5874 [Phone]  
 Bellevue, WA 98004 425-256-5466 [FAX]

### Filing Company Information

Symetra Life Insurance Company CoCode: 68608 State of Domicile: Washington  
 777 108th Ave NE, Suite 1200 Group Code: 1129 Company Type: Insurance  
 Bellevue, WA 98004-5135 Group Name: State ID Number:  
 (800) 796-3872 ext. [Phone] FEIN Number: 91-0742147

## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Symetra Life Insurance Company	\$50.00	06/02/2011	48284945

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	06/10/2011	06/10/2011

### 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	06/09/2011	06/09/2011	Lisa Richards	06/10/2011	06/10/2011

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## **Disposition**

Disposition Date: 06/10/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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<b>Schedule</b>	<b>Schedule Item</b>	<b>Schedule Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Flesch Certification	Yes	Yes
<b>Supporting Document</b>	Application	Yes	Yes
<b>Supporting Document</b>	Health - Actuarial Justification	No	No
<b>Supporting Document</b>	Outline of Coverage	No	No
<b>Supporting Document</b>	Statement of Variability	Yes	Yes
<b>Supporting Document</b>	Actuarial Memorandum	No	No
<b>Supporting Document</b>	AR Certification	Yes	Yes
<b>Form</b>	Single Premium Permanent Life Insurance	Yes	Yes

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 06/09/2011  
Submitted Date 06/09/2011  
Respond By Date 07/11/2011

Dear Lisa Richards,

This will acknowledge receipt of the captioned filing.

### Objection 1

Comment: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

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

Regulation 19s10B requires that 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.

Please feel free to contact me if you have questions.

Sincerely,  
Linda Bird

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## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 06/10/2011  
Submitted Date 06/10/2011

Dear Linda Bird,

### Comments:

Thank you for your response to our recent filing, we apologize for not providing this form with the original filing.

### Response 1

Comments: attached is the certification required.

### Related Objection 1

Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

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

Regulation 19s10B requires that 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.

### Changed Items:

#### Supporting Document Schedule Item Changes

Satisfied -Name: AR Certification

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Please let us know if you have questions or require additional information.

Sincerely,

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Jill Morgan, Linda Porter, Lisa Richards

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## Form Schedule

Lead Form Number: L-10052 4/11

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	L-10052 4/11	Policy/Cont Single Premium ract/Fratern Permanent Life al Insurance Certificate	Initial		50.300	L-10052_411[1].pdf

Life Insurance  
Policy

**Insured:** [John Doe]  
**Policy Number:** [AA0000000000000000] **Class:** [Preferred]  
**Face Amount:** [\$100,000] [Male]  
**Issue Date:** [01/01/11] [Non-Nicotine]

---

**SINGLE PREMIUM  
PERMANENT LIFE INSURANCE POLICY**

- This policy has been issued in consideration of the application and payment of the single premium.
- 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 POLICY IS A LEGAL CONTRACT BETWEEN YOU AND US.  
PLEASE READ YOUR POLICY CAREFULLY.**

Signed for Symetra Life Insurance Company, a stock company, at its Home Office on the issue date.

[  ] [  ]  
[George C. Pagos] [Thomas M. Marra]  
[Secretary] [President]

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**RIGHT TO EXAMINE THE POLICY: Within 30 days after this policy is received, it may be cancelled by delivering or mailing it to the insurance producer through whom it was purchased, or any insurance producer of Symetra, or to Our Home Office. Upon cancellation, all money will be refunded.**

**IF YOU HAVE ANY QUESTIONS, COMMENTS OR COMPLAINTS,  
PLEASE CONTACT SYMETRA LIFE AT 1-800-796-3872**

Single Premium Permanent Life Insurance  
Matures at Age 120  
Nonparticipating

Symetra Life Insurance Company	Home Office:	Mailing Address:
A Stock Company	[777 108th Ave NE	[PO Box 34690
[Phone 1-800 796-3872	Suite 1200	Seattle, WA 98124-1690
TTY/TDD 1-800 833-6388 (Deaf/HH)]	Bellevue, WA 98004]	www.symetra.com]

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**POLICY NUMBER:** [AA00000000000000]

**COVERAGE DESCRIPTION** -----

**PRIMARY INSURED:** [JOHN DOE]

**ISSUE DATE:** [JAN 01, 2011]

**SINGLE PREMIUM PAYMENT:** [\$57,191.00]

**MONTHLY  
ANNIVERSARY:** [1<sup>ST</sup> DAY OF EACH MONTH]

**FACE AMOUNT:** [\$100,000]

<b>AMOUNT OF COVERAGE</b>	<b>COVERAGE</b>	<b>MATURITY</b>
[PRIMARY INSURED:	JOHN DOE ISSUE AGE: 65 STATE OF ISSUE: [AA] CLASS: PREFERRED MALE NON-NICOTINE	
\$100,000	LIFE INSURANCE	JAN 01, 2066]

Coverage may expire prior to the Maturity Date shown if premiums paid are insufficient to continue coverage to such date. The disclosure statement You received shows how long coverage will continue on the basis of guaranteed assumptions.

**POLICY NUMBER:** [AA00000000000000]

**COVERAGE DESCRIPTION** -----

A Monthly Deduction will be deducted from the Accumulation Fund on each monthly anniversary. See section 5.1.

[We base the minimum Cash Surrender Values on the 2001 Commissioners Standard Ordinary Age Last Birthday Mortality Tables, classified by male or female, smoker or non-smoker, with a guaranteed crediting rate of 3% per year. Deaths are assumed to occur at the end of the policy year.]

The Interest Rate charged in advance for Policy Loans is 5.66%. See section 5.9.

The Guideline Single Premium for this policy is [\$63,501.01]. The Guideline Annual Premium is [\$5,336.67]. The sum of the premiums paid at any date for this policy should not exceed the greater of:

- The guideline single premium, or
- The sum of the guideline annual premiums to such date.

These limitations are to assure that the Death Benefits paid under this policy are not includable in the gross income of the Beneficiary for federal income tax purposes. See section 2.4.

If the coverage under this policy is decreased, the guideline premiums will change.

The Guideline 7-Pay Premium as defined by the Tax and Miscellaneous Revenue Act of 1988 (TAMRA) is [\$9,113.32.]

[Because of its ratio of single premium payment to insurance Your policy will be treated as a Modified Endowment Contract (MEC) as required by the Internal Revenue Code. Amounts taken out while the Insured is still living, including loans and collateral assignments, may be subject to federal income tax. There may be a 10% tax penalty on the taxable amount taken before age 59½.]

**For information about these or other tax matters relating to life insurance taxation, consult Your tax advisor.**

**POLICY NUMBER:** [AA00000000000000]

**COVERAGE DESCRIPTION** -----

Table of Surrender Charges (See Sec. 5.12)

Year 1	6.50%
Year 2	6.10%
Year 3	5.70%
Year 4	5.30%
Year 5	4.90%
Year 6	4.50%
Year 7	4.00%
Year 8	3.00%
Year 9	2.00%
Year 10	1.00%
Year 11 and after	– no Surrender Charge

POLICY NUMBER: [AA00000000000000]

**SCHEDULE OF GUARANTEED MAXIMUM COST OF INSURANCE**

**MONTHLY RATES PER \$1,000**

SCHEDULE FOR PRIMARY INSURED: JOHN DOE

\$100,000		LIFE INSURANCE
AT BEGINNING OF POLICY YEAR	ON JAN 1	LIFE INSURANCE RATE
01	2011	1.3525
02	2012	1.4817
03	2013	1.6167
04	2014	1.7592
05	2015	1.9192
06	2016	2.1058
07	2017	2.3325
08	2018	2.5975
09	2019	2.8767
10	2020	3.1767
11	2021	3.5033
12	2022	3.8717
13	2023	4.3000
14	2024	4.7975
15	2025	5.3550
16	2026	5.9767
17	2027	6.6525
18	2028	7.3683
19	2029	8.1500
20	2030	9.0192
21	2031	9.9858
22	2032	11.0492
23	2033	12.1983
24	2034	13.4200
25	2035	14.7017
26	2036	15.9783
27	2037	17.2350
28	2038	18.5517
29	2039	19.9400
30	2040	21.4025
31	2041	22.8508
32	2042	24.2650
33	2043	25.7717
34	2044	27.3783
35	2045	29.0925

**1. DEFINITIONS -----**

“We,” “Our,” and “Us” mean Symetra Life Insurance Company. The address of Our Home Office is 777 108th Avenue NE, Suite 1200, Bellevue, WA 98004-5135. Our Administrative Address is PO Box 7902, London, KY 40742-7902. You should send any payments, notices and correspondence to Our Administrative Address.

“You” and “Your” mean the Owner of the policy at the time an Owner’s right is exercised.

**2. GENERAL PROVISIONS -----**

**2.1 The Contract**

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

This policy, any riders, benefits, endorsements or amendments, and the attached copy of the initial and all subsequent applications to change the policy make up the entire contract.

**2.2 Face Amount**

The Face Amount of coverage is shown in the Coverage Description. We do not allow You to increase or decrease the Face Amount of coverage.

**2.3 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.

**2.4 Applicable Tax Law**

For You and the Beneficiary to receive the tax treatment accorded to life insurance under federal law, this policy must continually 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 premium payments or rate class changes, or to decline to make withdrawals that would cause this policy to fail to qualify as life insurance under applicable tax law as interpreted by Us. In the event that this policy fails to qualify as life insurance under applicable tax law as interpreted by Us, We will notify You by mail of this fact and inform You of Our proposed action. You will have 30 days to tell Us if the action We propose is unacceptable. If after 30 days You have not contacted Us on this matter, We will take the action We proposed to qualify the policy as life insurance. Any such proposed changes will apply uniformly to all policies that are affected.

**2.5 Adjustable Policy Cost Factors**

Changes in policy cost factors (credited interest rates, 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. Gross Interest rates will never be less than 3%.

## **2.6 Incontestability**

We have the right to contest the validity of this policy based on material misrepresentations made in the application, subsequent applications to change the policy or any amendment to an application. We will not contest the validity of this policy after it has been in effect during the lifetime of any Insured for two years from the Issue Date shown in the Coverage Description. 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.

No statement will be used to contest a claim unless contained in an application. All statements made in an application are representations and not warranties.

See any additional benefit riders for modifications of this provision that apply to them.

## **2.7 Misstatement of Age or Sex**

If an Insured's age or sex has been misstated on any application, the Death Benefit and any benefits provided by riders to this policy will be adjusted. 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 Issue Date.

## **2.8 Suicide Exclusion**

If the Insured commits suicide, while sane or insane, within two years of the Issue Date, the proceeds payable will be limited to:

- the premium paid; minus
- any loans and Loan Interest; minus
- any withdrawals of the Net Cash Surrender Value.

## **2.9 Policy Dates**

The Issue Date is shown in the Coverage Description and is the effective date for all coverage in the original application. Policy years and months are measured from the Issue Date. Each yearly anniversary of the Issue Date is a policy anniversary. A monthly anniversary is the same day of each month that coincides with the issue day of the month. The Coverage Description shows the monthly anniversary for this policy.

## **2.10 Policy Expiration**

This policy will expire upon the death of the Insured, or upon maturity or surrender for cash, after payment of the proceeds.

## **2.11 Basis of Computations**

We provide Cash Surrender Values that are at least equal to or more than those required by law. If required to do so, We have filed with the insurance supervisory official of the jurisdiction in which this policy is delivered a detailed statement of Our method of computing such values.

The basis for the minimum Cash Surrender Values are described in the Coverage Description.

## **2.12 Annual Report**

On each policy anniversary, We will send You a report. It will show the premiums paid and all expense and insurance charges made since the last report. The report will show the interest credited, current Accumulation Fund, the current Cash Surrender Value, the current Death Benefit, and the amount of outstanding Policy Loans.

We will provide this report at any other time upon Your written request. We reserve the right to charge a fee for additional reports. The fee will not exceed \$25.00.

## **3. OWNER AND BENEFICIARY PROVISIONS -----**

### **3.1 Owner**

The Owner of this policy is the Insured unless named otherwise in the application, or later changed.

If this policy is in force and the Insured is living on the Maturity Date, We will pay You the Net Cash Surrender Value as defined in section 5.7. This policy will then end. The Maturity Date is the first policy anniversary after the Insured's 120th birthday.

As Owner, 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.

### **3.2 Beneficiary**

The Beneficiary is as named in the application, unless later changed. The Beneficiary is entitled to the insurance benefits of this policy. If two or more persons are named, those who survive the Insured will share the insurance 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 benefits to the Owner or Owner's estate. If any beneficiary dies within 60 days after the Insured, and before payment of any proceeds, payments will be made as though the Beneficiary had died before the Insured. The Beneficiary designation may include provisions that replace these.

### **3.3 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 Administrative Address. 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. As permissible by law, changes related to beneficiaries and ownership will take effect as of the date received at Our Administrative Address.

### **3.4 Assignment**

You may assign this policy. We will not accept or be bound by an assignment unless We receive at Our Administrative Address 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.

#### **4. PREMIUM PROVISIONS**-----

##### **4.1 Payment of Premium**

The single premium payment shown in the Coverage Description is due on or before delivery of the policy. No insurance will take effect under this policy before the full single premium payment is paid.

##### **4.2 Return of Premium**

The amount payable upon surrender of this policy will never be less than the sum of all premium paid less any loans, Loan Interest and previous withdrawals. This provision will terminate if a loan is outstanding for more than 6 months.

##### **4.3 Grace Period**

The duration of insurance coverage depends upon the Net Cash Surrender Value being sufficient to cover the Monthly Deductions, as defined in section 5.1. If the Net Cash Surrender Value at the beginning of any policy month is less than such deductions for that month, We will send a written notice to You and any assignee on Our records at the 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 3 Monthly Deductions.

If We do not receive the amount stated in the notice at Our Administrative Address before the end of the grace period, this policy will terminate without value.

If the Primary Insured dies during the grace period We will pay the insurance benefits as defined in section 6.1.

##### **4.4 Reinstatement**

If this policy has ended without value, You may reinstate it prior to the Insured's age 120 while the Insured is alive if You:

- apply for reinstatement within 5 years after the end of the grace period;
- provide evidence of insurability satisfactory to Us;
- make a premium payment in an amount sufficient to keep the policy in force for at least 3 months after the date of reinstatement; and
- pay any indebtedness against the policy.

The Accumulation Fund on the reinstatement effective date will be equal to the premium payment plus indebtedness payment received as required for reinstatement.

The effective date of the reinstated policy will be the monthly anniversary following the date We approve Your reinstatement application.

## **5. POLICY VALUE PROVISIONS -----**

### **5.1 Monthly Deductions**

We will make a Monthly Deduction from the Accumulation Fund on each monthly anniversary to cover administrative charges and to provide insurance coverage. The Monthly Deduction is:

- a Monthly Administration Expense for the next month; plus
- the Cost of Insurance for the next month.

### **5.2 Monthly Administration Expense**

The Monthly Administration Expense is equal to 0.25% of the Accumulation Fund on the day prior to the monthly anniversary.

### **5.3 Cost of Insurance**

The monthly Cost of Insurance is Our current monthly Cost of Insurance rate divided by 1,000 and multiplied by the result of:

- the current Death Benefit divided by 1.00246627; minus
- the Accumulation Fund after the Monthly Administration Expense.

The current and guaranteed monthly Cost of Insurance rates are based on issue age, policy duration and rating class of the Insured. 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 adjust for 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 issue age, policy duration and rating class. No changes in rates will discriminate against any Insured for any reason, including changes in insurability.

### **5.4 Interest Rate**

We will establish the net interest rates which are used to determine the Accumulation Fund. For the first policy year We will credit interest to the Accumulation Fund at the net interest rate in effect on the day We receive Your single premium. Prior to each subsequent Policy anniversary, We will establish the net interest rate that will apply for the upcoming policy year.

Net interest credited to the Accumulation Fund in any month is the amount of gross interest less the Monthly Administration Expense and the Cost of Insurance charge. The gross interest amount is determined by the gross interest rate. The gross interest rate will never be less than an annual effective rate of 3% in any month. A gross interest rate above 3% generates excess interest. Excess interest will be credited at Our sole discretion. Excess interest will not be credited to that portion of the Accumulation Fund that is security for any loan.

The net interest rate will determine interest for the Accumulation Fund except in the following circumstances:

- If the net interest rate corresponds to a gross interest rate that is less than 3%, a gross rate of 3% will be credited;
- If there is a loan, the net interest rate will apply only to that portion of the Accumulation Fund that is not security for the loan.

### **5.5 Accumulation Fund**

On each monthly anniversary, We will calculate the Accumulation Fund as:

- the Accumulation Fund on the prior monthly anniversary; plus
- one month's interest; minus
- any withdrawals taken since the prior monthly anniversary.

On any day other than a monthly anniversary, the Accumulation Fund will be:

- the Accumulation Fund on the preceding monthly anniversary; plus
- pro rata compound interest since the preceding monthly anniversary; minus
- any withdrawals taken since the most recent monthly anniversary.

The Accumulation Fund on the Issue Date will be the single premium paid on or before the delivery of this policy, minus the Monthly Deduction for the month following the Issue Date.

### **5.6 Cash Surrender Value**

The Cash Surrender Value on any date is equal to:

- the amount in the Accumulation Fund on that date; minus
- any applicable Surrender Charge.

If the surrender charge is greater than the Accumulation Fund, the Cash Surrender Value is zero.

### **5.7 Net Cash Surrender Value**

The Net Cash Surrender Value is equal to:

- the Cash Surrender Value; minus
- 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 Us a written request in good order and this policy or a lost policy affidavit. We will compute the Net Cash Surrender Value as of the date We receive Your request and this policy at Our Administrative Address.

We have the right to postpone payment for the period permitted by law. We will not postpone payment for more than 6 months after We receive the surrender request. All insurance coverage under this policy ends when payment is made.

### **5.8 Policy Loans**

While this policy is in force, 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; minus
- interest on the loan to the next policy anniversary.

You may borrow all or part of the maximum loan available. The minimum loan amount is \$1,000.00. We have the right to postpone making a Policy Loan for the period permitted by law. We will not postpone a Policy Loan for more than 6 months after We receive the written loan request.

If any loan is outstanding for more than 6 months, the Return of Premium provision (see section 4.2) will terminate.

### **5.9 Loan Interest**

Loan Interest is payable in advance and will be charged on any Policy Loan from the date of the loan to the next policy anniversary. Loan Interest will again be due and payable on each Policy anniversary. If the Loan Interest is not paid, it will be added to the loaned amount and will bear interest at the loan rate.

The rate of interest on any loan will be an annual effective rate of 6% which is equivalent to 5.66% payable in advance.

### **5.10 Loan Repayment**

You can repay all or part of a Policy Loan and Loan Interest in whole or in part at any time while the Insured is alive and this policy is in force. Failure to repay a Policy Loan or to pay Loan Interest will not terminate this policy unless the Net Cash Surrender Value is less than the Monthly Deduction due on a monthly anniversary.

A Policy Loan may have a permanent effect on Your benefits under this policy even if it is repaid.

### **5.11 Withdrawal**

You may withdraw a portion of the Accumulation Fund of this policy upon written request. Withdrawing a portion of the Accumulation Fund is considered a partial surrender.

The maximum withdrawal amount is the lesser of:

- 90% of the Net Cash Surrender Value; or
- an amount that will not reduce the Net Cash Surrender Value below \$5,000.

The minimum withdrawal amount is the lesser of:

- \$1,000; or
- 10% of the Accumulation Fund.

The Accumulation Fund will be reduced by the amount of the withdrawal and any associated Surrender Charge. Withdrawals will reduce the Face Amount of insurance by the same proportion that the Accumulation Fund is reduced.

We have the right to postpone payment for the period permitted by law. We will not postpone payment for more than 6 months after We receive the withdrawal request.

Such withdrawal and resulting reductions will take effect on the date We receive Your request in good order at Our Administrative Address. We will send You an endorsement to the policy reflecting the change.

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

- the Death Benefit would be reduced below the minimum amount for which We would then issue this policy under Our rules; or
- We determine that the withdrawal would cause this policy to fail to qualify as life insurance under applicable tax law. See section 2.4.

### **5.12 Surrender Charges**

We will deduct Surrender Charges from Your Accumulation Fund if:

- You surrender Your policy for its Net Cash Surrender Value; or
- You withdraw in excess of 10% of the Accumulation Fund as determined on the most recent anniversary in any policy year; or
- Your policy terminates at the end of the grace period.

For a withdrawal from the policy, the Surrender Charge is equal to the applicable percentage in the table of Surrender Charges shown in the Coverage Description multiplied by the amount of the withdrawal. The Surrender Charge on a withdrawal will not exceed the charge that would be incurred on a full surrender at that time.

For a full surrender, the Surrender Charge is equal to the applicable percentage in the table of Surrender Charges shown in the Coverage Description multiplied by the single premium less any Surrender Charges on prior withdrawals. Any surrender taken within 30 days following a policy anniversary, will not be less than the value available on that anniversary date.

We will waive Surrender Charges if:

- the total amount withdrawn does not exceed 10% of the Accumulation Fund as determined on the most recent anniversary in the policy year in which the withdrawals are made; or
- the withdrawal is taken after the Insured has been confined to a hospital or skilled nursing facility for 180 consecutive days if:
- the confinement begins after the effective date of the policy; and
- the withdrawal is taken during confinement or within 180 days after confinement ends. You must send Us a written request and proof of confinement satisfactory to Us within 180 days from initial eligibility.

**Hospital** may be defined in one of two ways. It may mean a lawfully operated institution that is licensed as a hospital by the Joint Commission on Accreditation of Hospitals, or it may mean a lawfully operated institution that gives in-patient treatment under the direction of a staff of physicians and has 24 hour per day care.

**Skilled Nursing Facility** is defined as a health facility or a distinct part of a hospital which provides continuous skilled nursing care on an extended basis. It provides 24 hour per day inpatient care and, as a minimum, includes physician, skilled nursing, dietary, pharmaceutical services and an activity program.

## **6. INSURANCE COVERAGE PROVISIONS -----**

### **6.1 Death of Insured**

We will pay the insurance benefits of this policy to the Beneficiary when We receive at Our Administrative Address:

- proof that the Insured died while this policy was in force; and
- 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:

- the Death Benefit; minus
- any loan and Loan Interest on the policy; minus
- any overdue deductions if the Insured dies during the grace period.

We will pay interest on the resulting amount from the date We receive due proof of death at the rate We pay under section 7.2, unless otherwise required by law.

Payment of these benefits may also be affected by sections 2.6, 2.7, 2.8 and 4.3. Any special exclusions or limitations are listed in the Coverage Description.

## 6.2 Amount of Death Benefit

If the Primary Insured dies while the policy is in force, this policy will provide a Death Benefit. The Death Benefit is the greater of:

- the Face Amount on the date of death, or
- the applicable percentage of the Accumulation Fund on the date of death (see below).

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

**TABLE OF APPLICABLE PERCENTAGES**

<u>AGE</u>	<u>PERCENTAGE</u>	<u>AGE</u>	<u>PERCENTAGE</u>	<u>AGE</u>	<u>PERCENTAGE</u>
40 and under	250	59	134	78	105
41	243	60	130	79	105
42	236	61	128	80	105
43	229	62	126	81	105
44	222	63	124	82	105
45	215	64	122	83	105
46	209	65	120	84	105
47	203	66	119	85	105
48	197	67	118	86	105
49	191	68	117	87	105
50	185	69	116	88	105
51	178	70	115	89	105
52	171	71	113	90	105
53	164	72	111	91	104
54	157	73	109	92	103
55	150	74	107	93	102
56	146	75	105	94	101
57	142	76	105	95 and over	100
58	138	77	105		

## 7. BENEFIT PAYMENT PROVISIONS -----

### 7.1 Optional Methods of Payment

We will pay the following in a lump sum, unless You choose Option 1 or Option 2 as described below:

- withdrawals;
- surrender of the Net Cash Surrender Value;
- the Accumulation Fund payable on the Maturity Date; and
- the insurance benefits payable on the death of an Insured.

If You do not choose an option before the Insured dies, the Beneficiary will have this right when the Insured dies.

We may require that the payee under any option selected be a natural person. We may require proof of the payee's age if the amount or duration of payments is affected. Selection of an option will also be subject to Our rules in effect at the time of selection. Such rules include the minimum amount to be applied under an option and the minimum amount for each payment. All funds held by Us under Option 2 will earn interest at a rate of not less than 2% per year.

Payment choices, or any later changes, will take effect when notice is received and recorded, and will control payments made after that time. To the extent permitted by law, amounts applied under these options will not be subject to the claims of creditors or to legal process.

### **7.2 Option 1**

Proceeds may be left on deposit with Us. They will earn interest at a rate not less than 2% per year compounded and credited annually. The entire amount, or an amount of \$250 or more, may be withdrawn at any time. We have the right to postpone payment for the period permitted by law. We will not postpone payment for more than six months after We receive the written request.

### **7.3 Option 2**

The Death Benefit may be paid in equal installments for a fixed period of up to 30 years. We show the amount of monthly installments for each \$1,000 of Death Benefit in the Table of Monthly Payments under Option 2 per \$1,000 of Proceeds.

#### **TABLE OF MONTHLY PAYMENTS UNDER OPTION 2 PER \$1,000 OF PROCEEDS**

Option 2 Payments for a Fixed Period

<u>Years</u>	<u>Amount</u>	<u>Years</u>	<u>Amount</u>	<u>Years</u>	<u>Amount</u>
1	84.84	11	9.31	21	5.81
2	43.25	12	8.69	22	5.64
3	29.40	13	8.17	23	5.49
4	22.47	14	7.72	24	5.35
5	18.32	15	7.34	25	5.22
6	15.15	16	7.00	26	5.10
7	13.59	17	6.71	27	5.00
8	12.12	18	6.44	28	4.90
9	10.97	19	6.21	29	4.80
10	10.06	20	6.00	30	4.72

Single Premium Permanent Life Insurance  
Matures at Age 120  
Nonparticipating

Symetra Life Insurance Company  
A Stock Company  
[Phone 1-800-796-3872  
TTY/TDD 1-800-833-6388 (Deaf/HH)]

Home Office:  
[777 108th Avenue NE  
Suite 1200  
Bellevue, WA 98004]

Mailing Address:  
[PO Box 34690  
Seattle, WA 98124-1690  
[www.symetra.com](http://www.symetra.com)]

SERFF Tracking Number: SYMT-127184907 State: Arkansas  
 Filing Company: Symetra Life Insurance Company State Tracking Number: 48966  
 Company Tracking Number: L-10052\_4/11  
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life  
 Adjustable Life  
 Product Name: L-10052\_4/11\_SPL\_w/ROP-Low  
 Project Name/Number: L-10052\_4/11\_SPL\_w/ROP-Low/L-10052\_4/11

## Supporting Document Schedules

	Item Status:	Status Date:
<p><b>Satisfied - Item:</b> Flesch Certification  <b>Comments:</b>  <b>Attachment:</b>            Flesch_certification[1].pdf</p>		
<p><b>Satisfied - Item:</b> Application  <b>Comments:</b>            Application LUC-157 1/11 filed under SYMX-G127020338 and approved in Arkansas on February 24, 2011, will be used with this policy form.</p>		
<p><b>Bypassed - Item:</b> Health - Actuarial Justification  <b>Bypass Reason:</b> not a health filing.  <b>Comments:</b></p>		
<p><b>Bypassed - Item:</b> Outline of Coverage  <b>Bypass Reason:</b> Not a health filing.  <b>Comments:</b></p>		
<p><b>Satisfied - Item:</b> Statement of Variability  <b>Comments:</b>  <b>Attachment:</b></p>		

SERFF Tracking Number: SYMT-127184907 State: Arkansas  
Filing Company: Symetra Life Insurance Company State Tracking Number: 48966  
Company Tracking Number: L-10052\_4/11  
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life  
Adjustable Life  
Product Name: L-10052\_4/11\_SPL\_w/ROP-Low  
Project Name/Number: L-10052\_4/11\_SPL\_w/ROP-Low/L-10052\_4/11  
L-10052\_411\_Statement%20of%20Variability[1].pdf

**Item Status:**

**Status  
Date:**

**Satisfied - Item:** Actuarial Memorandum

**Comments:**

**Attachment:**

Actuarial%20Memo\_L10052\_411[2].pdf

**Item Status:**

**Status  
Date:**

**Satisfied - Item:** AR Certification

**Comments:**

**Attachment:**

AR Certification.pdf

**Symetra Life Insurance Company**

Flesch Certification

Form	Flesch Score
L-10052 4/11 Single Premium Permanent Life Insurance	50.3

To the best of my knowledge, these forms meet all applicable statutes and regulations for readability standards.



Michael Murphy  
Vice President  
Symetra Life Insurance Company

March 23, 2011

**Statement of Variability – Form L-10052 4/11**

<b>Policy Jacket</b>	
<b>Insured Name</b>	Name of insured person
<b>Policy Number</b>	Number assigned to policy will vary
<b>Face Amount</b>	Payment made to Symetra Life Insurance under this Policy by or on behalf of the Owner.
<b>Issue Date</b>	Date policy period begins will vary
<b>Rate Class</b>	Varies according to insured
<b>Company Officer Information</b>	This information could change in the future
<b>Name, Address and Phone Number of Company</b>	This information could change in the future
<b>Coverage Description Page 0001</b>	
<b>Primary Insured</b>	Name of insured person will vary
<b>Issue Date</b>	Date policy period begins will vary
<b>Single Premium Payment</b>	Premium amount will vary
<b>Monthly Anniversary</b>	Date will vary depending on policy start date
<b>Face Amount</b>	Will vary depending on policy
<b>Primary Insured</b>	Name of insured person will vary
<b>Issue Age</b>	Will vary according to insured person
<b>Class</b>	Will vary according to insured
<b>Amount of Coverage</b>	Will vary according to insured
<b>Maturity Date</b>	Will vary according to insured
<b>Coverage Description Page 0002</b>	
<b>Cash Surrender Values</b>	<p>For preferred classes, this language will be used:</p> <p><i>We base the minimum Cash Surrender Values on the 2001 Commissioners Standard Ordinary Age Last Birthday Mortality Tables, classified by male or female, smoker or non-smoker, with a guaranteed crediting rate of 3% per year. Deaths are assumed to occur at the end of the policy year.</i></p> <p>For traditional classes, this language will be used:</p> <p><i>We base the minimum Cash Surrender Values on 250% of the 2001 Commissioners Standard Ordinary Age Last Birthday Mortality Tables, classified by male or female, smoker or non-smoker with, with a guaranteed crediting rate of 3% per year. Deaths are assumed to occur at the end of the policy year.</i></p>
<b>Guideline Single Premium</b>	Will vary depending on the single premium paid and the insured
<b>Guideline Annual Premium</b>	Will vary depending on the single premium paid and the insured

<b>Guideline 7-Pay Premium</b>	Will vary depending on the single premium paid and the insured
<b>Modified Endowment Contract (MEC)</b>	<p>The policy may be a non-MEC at issue. If the policy is not a MEC at issue, then it will include this language:</p> <p><i>The Guideline 7-Pay Premium as defined by the Tax and Miscellaneous Revenue Act of 1988 (TAMRA) is [amount will vary based on the premium paid and the insured].</i></p> <p>.</p> <p>If it is a MEC, the following language will also be used:</p> <p><i>Because of its ratio of single premium payment to insurance your policy will be treated as a Modified Endowment Contract (MEC) as required by the Internal Revenue Code. Amounts taken out while the Insured is still living, including loans and collateral assignments, may be subject to federal income tax. There may be a 10% tax penalty on the taxable amount taken before age 59 ½.</i></p>

State of Arkansas

CERTIFICATION

**L-10052 4/11**

I certify that the Life and Health guaranty notice is provided as required.

I further certify that to the best of my knowledge this filing is in compliance with Regulation 19s 10B and all other applicable requirements of the Department.

A handwritten signature in black ink that reads "Michael Murphy". The signature is written in a cursive style with a horizontal line underneath it.

---

Michael Murphy, V.P. Compliance  
Symetra Life Insurance Company