

SERFF Tracking Number: SYMT-128270759 State: Arkansas  
Filing Company: Symetra Life Insurance Company State Tracking Number:  
Company Tracking Number: L-10082 4/12  
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
Product Name: L-10082 4/12 Lapse Protection Benefit Rider  
Project Name/Number: L-10082 4/12 Lapse Protection Benefit Rider/L-10082 4/12

## Filing at a Glance

Company: Symetra Life Insurance Company

Product Name: L-10082 4/12 Lapse Protection Benefit Rider SERFF Tr Num: SYMT-128270759 State: Arkansas

Benefit Rider

TOI: L08 Life - Other

SERFF Status: Closed-Approved-  
Closed State Tr Num:

Sub-TOI: L08.000 Life - Other

Co Tr Num: L-10082 4/12

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Lisa Hampton, Linda  
Porter, Jill Morgan, Lisa Richards

Disposition Date: 05/02/2012

Date Submitted: 04/27/2012

Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: L-10082 4/12 Lapse Protection Benefit Rider

Status of Filing in Domicile: Pending

Project Number: L-10082 4/12

Date Approved in Domicile:

Requested Filing Mode:

Domicile Status Comments: Domicile state  
pending as part of IIPRC filing

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 05/02/2012

Deemer Date:

State Status Changed: 05/02/2012

Submitted By: Linda Porter

Created By: Linda Porter

Filing Description:

Corresponding Filing Tracking Number:

RE: L-10082 4/12 Lapse Protection Benefit Rider

L-10083 4/12 Coverage Description Pages

Dear Sir or Madam:

We are submitting copies of final versions of the above referenced forms for your review. One form is a new Rider and the other replaces the current coverage description page. The content does not deviate from normal company or

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industry standards.

L-10082 4/12 Lapse Protection Benefit Rider, provides a lapse protection benefit which can prevent the policy from lapsing even if there is insufficient cash value to pay the insurance costs. This form will be used with policy form L-10055 6/11, Universal Life Insurance Policy, approved on Sept. 19, 2011 under the SERFF number SYMT-127366145. The Rider must be added at Policy issue. An actuarial memo for the new rider is included with the filing.

This Rider will be issued to policyholders aged 16 to 90 years.

The Flesch Score is 50.1.

L-10083 4/12 Coverage Description Pages, are designed to be used with policy L-10055 6/11 and replace the previous coverage description pages and add the Lapse Protection Benefit Rider option and a Cash Value Accumulation Test (CVAT) option. A new statement of variability and an actuarial memo for form L-10055 6/11 is provided.

The contract will be illustrated with these additional options. We will not offer these options for sale until we have fully complied with the illustration regulations.

We will use application form LUC-170 12/11, previously approved on Dec.8, 2011 under SERFF number SYMT-12734895. The plan choices and rider selections available on the application were originally filed as variable. The new plan and rider choices have been added to the revised LUC-170 12/11 Statement of Variability.

This product will be marketed by licensed representatives who are licensed and appointed with Symetra. Commissions and gross premiums are consistent with those of the Company's individual policies and there is no deviation from usual retention.

The forms are submitted in final printed form and are 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.

Thank you for your consideration of this submission.

Sincerely,

Linda Porter

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 Project Name/Number: L-10082 4/12 Lapse Protection Benefit Rider/L-10082 4/12

Contract Analyst  
 linda.porter@symetra.com  
 425-256-5495  
 State Narrative:

## Company and Contact

### Filing Contact Information

Linda Porter, Compliance Analyst I linda.porter@symetra.com  
 777 108th Ave. NE, Suite 1200 425-256-5495 [Phone]  
 Bellevue, WA 98004-5135 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: \$100.00  
 Retaliatory? No  
 Fee Explanation: Each rider filed separately from policy = \$50.00  
 Each data page \$50.00  
 Total fee = \$100.00  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Symetra Life Insurance Company	\$100.00	04/27/2012	58699531

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	05/02/2012	05/02/2012

*SERFF Tracking Number:* SYMT-128270759 *State:* Arkansas  
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## **Disposition**

Disposition Date: 05/02/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	LUC-170 10/11 Statement of Variability		Yes
Supporting Document	Actuarial Memo L-10082 4/12		No
Supporting Document	Actuarial Memo- L 10055/AZ 6/11		No
Supporting Document	L-10055 6/11 Statement of Variability		Yes
Form	Lapse Protection Benefit Rider		Yes
Form	Coverage Description pages		Yes

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## Form Schedule

Lead Form Number: L-10082 4/12

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	L-10082 4/12	Policy/Cont	Lapse Protection ract/Fratern Benefit Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.100	L-10082_4- 12_LPB_Ride r_Final_2012 0426.pdf
	L-10083 4/12	Schedule Pages	Coverage Description pages	Initial		0.000	L-10083_4- 12_CVUL_Co ntract_Data_ Page_201204 26_Final.pdf

## LAPSE PROTECTION BENEFIT RIDER

**This rider provides a Lapse Protection Benefit which prevents Your Policy from entering the Grace Period in certain circumstances even if the Net Cash Surrender Value is insufficient to pay the Monthly Deduction. If You purchase this rider with Your Policy it becomes part of Your Policy and amends Your Policy as indicated below. Unless defined in this rider, defined terms (i.e., capitalized terms) have the same meaning as in Your Policy. If this rider is part of Your Policy, You may not elect any other riders after the Policy is issued. In the event of a conflict with any provision in the Policy, the terms in the rider control.**

### 1. DEFINITIONS

This rider adds the following terms to Your Policy:

**Lapse Protection Account:** A non-monetary account We use to keep track of notional amounts used to compute the Lapse Protection Account Value and other values under this rider. There is no money or other assets in Your Lapse Protection Account.

**Lapse Protection Account Factor:** A combination of two factors with the first factor being based on the Policy year and the Accumulation Fund less outstanding Policy Loans and Loan Interest and the second factor being based on the Policy year and Policy Loans and Loan Interest. The Lapse Protection Account Factor increases each Policy year.

**Lapse Protection Account Monthly Deduction:** Fees and charges by which We reduce the Lapse Protection Account Value on each Monthly Anniversary.

**Lapse Protection Account Net Premium:** The amount Net Premium We use to calculate the Lapse Protection Account Value.

**Lapse Protection Account Value:** A notional amount in the Lapse Protection Account We use as a reference to determine when Your Policy is in a Lapse Protection Enhanced Period under this rider. We calculate the Lapse Protection Account Value in the same manner as the Accumulation Fund under Your Policy with the following exceptions:

- The Lapse Protection Net Premium replaces the Net Premium.
- The Lapse Protection Account Monthly Deduction replaces the Monthly Deduction.
- The Lapse Protection Account Factor replaces the interest rate We use to credit monthly interest on the Accumulation Fund.

**Lapse Protection Benefit:** The benefit provided by section 3.1 of this rider to Your Policy.

**Lapse Protection Enhanced Period:** Any period during which the Net Cash Surrender Value of Your Policy is insufficient to pay the Monthly Deduction and the Net Lapse Protection Account Value is greater than zero.

**Net Lapse Protection Account Value:** The Lapse Protection Account Value less the amount of any Policy Loan and Loan Interest.

### 2. GENERAL PROVISIONS

#### 2.1 Policy Provisions

The third paragraph of the "Grace Period" provision is replaced with the following: "Coverage will not cease due to insufficient Net Cash Surrender Value during a Lapse Protection Enhanced Period under this rider."

The "No-Lapse Guarantee" provision and the "Minimum Monthly Premiums" provision are deleted.

## 2.2 Policy Values

The Lapse Protection Benefit has no cash surrender or loan value associated with it. You cannot withdraw or otherwise access any part of the Lapse Protection Account Value or use it as collateral for a Policy Loan.

## 2.3 Termination

This rider and the Lapse Protection Benefit it provides terminates on the earliest of the following events:

- The date We receive Your request to surrender Your Policy for its Net Cash Surrender Value.
- The date We receive Your request to terminate this rider.
- The date when Your Policy terminates (lapses).
- The date when the Face Amount of Your Policy increases at Your request.
- The date of death of the Primary Insured.

If this rider and the Lapse Protection Benefit terminates, You may not reinstate it.

## 2.4 Reinstatement

If Your Policy terminates and You reinstate it, You may not reinstate this rider or the Lapse Protection Benefit. If Your Policy terminates, We will not refund the Lapse Protection Monthly Expense Charges We assessed under this rider.

## 3. LAPSE PROTECTION BENEFIT PROVISIONS

### 3.1 Lapse Protection Benefit

If Your Net Lapse Protection Account Value is greater than zero, Your Policy will not enter the Grace Period even if Your Net Cash Surrender Value is insufficient to pay Your Monthly Deduction. Therefore, the Lapse Protection Benefit prevents your Policy from entering the Grace Period during any Lapse Protection Enhanced Period. As consideration for this Lapse Protection Benefit, You pay the Lapse Protection Monthly Expense Charge described below in section 3.3 of this rider.

A positive Net Lapse Protection Account Value will result in a Lapse Protection Enhanced Period if Your Net Cash Surrender Value is ever insufficient to pay Your Monthly Deduction. Your Net Lapse Protection Account Value is a function of Your Lapse Protection Account Value. As a result, any increase in Your Lapse Protection Account Value, such as an increase due to payment of a Lapse Protection Account Net Premium, will increase Your Net Lapse Protection Account Value. Conversely, any decrease in Your Lapse Protection Account Value, such as from the Lapse Protection Monthly Deduction or a Withdrawal, will decrease Your Net Lapse Protection Account Value. Similarly, any Loan repayment will increase Your Net Lapse Protection Account Value. Conversely, any Loan You take under Your Policy will decrease Your Net Lapse Protection Account Value.

### 3.2 Premium Required to Keep Your Policy in Force

On the first Monthly Anniversary when Your Net Cash Surrender Value is insufficient to pay Your Monthly Deduction and Your Net Lapse Protection Account Value is not positive (*i.e.*, there is no Lapse Protection Enhanced Period in effect), the Grace Period under Your Policy will begin and We will send you a written notice stating the amount of premium or Loan repayment required to keep Your Policy and this rider in force. The amount will be the sum of:

- The lesser of the amount required for either the Net Cash Surrender Value or the Net Lapse Protection Account Value to become positive; plus
- The amount sufficient to cover three Monthly Deductions.

If You do not pay the required amount by the end of the Grace Period, Your Policy will lapse and this rider will terminate.

### 3.3 Monthly Deduction

Under this rider, the Lapse Protection Monthly Expense Charge in the Schedule of Benefit Rider charges shown on the Coverage Description is added to the Monthly Deduction. The Lapse Protection Monthly Expense Charge is based on a percentage of the Face Amount of Your Policy and any applicable riders. A decrease in the Face Amount of Your Policy and any applicable riders may decrease the Lapse Protection Monthly Expense Charge. If Your Policy has a specific duration, then we assess the Lapse Protection Monthly Expense Charge for the lesser of the time this rider is in effect or that duration.

## 4. POLICY VALUE PROVISIONS

### 4.1 Effect of Withdrawals, Policy Loans, Decreases in Face Amount, or Changes in Death Benefit Option.

A Withdrawal or Policy Loan will reduce the Lapse Protection Account Value by the amount of the Withdrawal or Policy Loan. In addition, any Withdrawal, Policy Loan, Decrease in Face Amount, or Change in Death Benefit Option will reduce the Lapse Protection Monthly Expense Charge in proportion to the reduction in the Death Benefit.

### 4.2 Rider Terminates Upon Increase in Face Amount

If you request an increase in Face Amount, this rider and the Lapse Protection Benefit will terminate on the date the Face Amount is increased.

Symetra Life Insurance Company

[]

[David S. Goldstein]  
[Secretary]

**POLICY NUMBER:** [0000000001]

**COVERAGE DESCRIPTION** -----

**PRIMARY INSURED:** [John Doe]

**ISSUE DATE:** [JUN 12, 2011]

**INITIAL PREMIUM:** \$[898.62]

**MONTHLY ANNIVERSARY:** [12<sup>th</sup> day of each month]

**PLANNED PERIODIC PREMIUM:** \$[898.62]

**PREMIUM PAYABLE:** [Annual]

**[MINIMUM MONTHLY PREMIUM]**

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

**GUARANTEED ANNUAL MINIMUM INTEREST RATE:** [3%]

**DEATH BENEFIT OPTION:** [Option A - Face Amount]

**DEATH BENEFIT TEST:** [Guideline Premium Test]  
[Cash Value Accumulation Test]

AMOUNT OF COVERAGE	COVERAGE	EXPIRATION
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Primary Insured: [John Doe]  
Issue Age: [35]  
State of Issue: [XX]  
Class: [Male, Non-nicotine]

\$[100,000]	Life Insurance	[Jun 12, 2096]
	[10-Year Guaranteed Coverage]	[Jun 12, 2021]
	[Lapse Protection Benefit]	[Jun 12, 2096]

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

**COVERAGE DESCRIPTION -----**

The Face Amount of this policy may not be reduced below: \$ [50,000.00].

The Maximum Premium Expense Charge is:

[Years	Premium Expense Charge
1 - 10	10%
11+	10%]

A Monthly Deduction will be deducted from the Accumulation Fund on each Monthly Anniversary. See the Monthly Deduction section.

The Monthly Deduction includes the following charges which will be deducted from the Accumulation Fund on each Monthly Anniversary:

- the Cost of Insurance for the Primary Insured for the following month; plus
- the Cost of Insurance provided by benefits or riders for the following month; plus
- a Monthly Administration Expense Charge not to exceed \$[8.00]; plus
- a Monthly Expense Charge not to exceed \$[50.00].

The rate of interest on any loan in the first (10) Policy years will be an annual effective rate of [4]% which is equivalent to [3.85]% payable in advance. The rate of interest on any loan after the first (10) Policy years will be an annual effective rate not to exceed [3.25]% which is equivalent to [3.15]% payable in advance. See the Loan Interest section.

[The Guideline Single Premium for this policy is \$[12,822.00]. The Guideline Annual Premium is \$[1,129.00]. The sum of the premiums paid at any date for this policy may 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 the Applicable Tax Law section.

The Guideline 7-Pay Premium as defined by the Tax and Miscellaneous Revenue Act of 1988 (TAMRA) is \$[ 3,227.00]. (Note: If this policy is a replacement of another policy, the amount shown may need to be adjusted.) To maintain the most favorable tax status of this policy, premiums paid during each of the first seven years cannot exceed the 7-pay premium.

[Because of its ratio of premium 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.]

If the coverages under this policy are increased or decreased, the guideline premiums will change.

For information about this or other tax matters relating to life insurance taxation, consult your attorney, accountant or other qualified tax advisor.]

[After the first Policy Year, We reserve the right not to accept unscheduled premiums in any Policy Year in excess of \$25,000 unless they are necessary to extend the period of the Lapse Protection Benefit under the Lapse Protection Benefit.]

[This policy uses the Cash Value Accumulation Test to qualify as life insurance under the Internal Revenue Code. The Amount of Death Benefit will always be large enough to assure that the death benefits paid under this policy are not includable in the gross income of the beneficiary as prescribed by Internal Revenue Code section 7702 as amended. See the Applicable Tax Law section.

The Guideline 7-Pay Premium as defined by the Tax and Miscellaneous Revenue Act of 1988 (TAMRA) is \$[ 3,221.00]. (Note: If this policy is a replacement of another policy, the amount shown may need to be adjusted.) To maintain the most favorable tax status of this policy, premiums paid during each of the first seven years cannot exceed the 7-pay premium.]

In the event that a premium payment would cause the 7-Pay limit to be exceeded, we reserve the right to refund the excess payment to you, unless you have provided a written request to accept classification of your policy as a Modified Endowment Contract and to indicate that we may accept such payments and apply them to your policy. Further, in the absence of such written request, we reserve the right to increase the death benefit or make distributions from the policy to the extent we deem necessary to continue to classify this policy as a non-Modified Endowment Contract under the Code.

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

Premium Restriction: We reserve the right to require evidence of insurability to be provided if any premium payment would result in an immediate increase in the difference between the death benefit and the Accumulation Fund. If satisfactory evidence is not received, the premium, or any portion of the premium, may be returned.

If the Policy's Net Amount at Risk\* exceeds three times the original Face Amount, We reserve the right to make a distribution to You from your Accumulated Value to make the Net Amount at Risk equal to three times the original Total Face Amount. In such case, the distribution will be treated as a premium refund.

For information about this or other tax matters relating to life insurance taxation, consult your attorney, accountant or other qualified tax advisor.]

\*Net Amount at Risk is defined as the Policy's Face Amount less the Accumulated Value.

[After the first Policy Year, We reserve the right not to accept unscheduled premiums in any Policy Year in excess of \$25,000 unless they are necessary to extend the period of the Lapse Protection Benefit under the Lapse Protection Benefit.]

COVERAGE DESCRIPTION -----

SCHEDULE OF BENEFIT RIDER CHARGES

MONTHLY RATES PER \$1,000

SCHEDULE FOR PRIMARY INSURED: [JOHN DOE]

AT BEGINNING OF POLICY YEAR	ON [JUN 12]	RATE
[1	2011	3.86250
2	2012	3.86250
3	2013	3.86250
4	2014	2.01250
5	2015	2.01250
6	2016	2.01250
7	2017	2.01250
8	2018	2.01250
9	2019	2.01250
10	2020	2.01250
11	2021	2.01250
12	2022	2.01250
13	2023	2.01250
14	2024	2.01250
15	2025	2.01250
16	2026	2.01250
17	2027	2.01250
18	2028	2.01250
19	2029	2.01250
20	2030	3.22500
21	2031	3.22500
22	2032	3.22500
23	2033	3.22500
24	2034	3.22500
25	2035	3.22500
26	2036	3.22500
27	2037	3.22500
28	2038	3.22500
29	2039	3.22500
30	2040	3.22500
31	2041	3.22500
32	2042	3.22500
33	2043	3.22500
34	2044	3.22500
35	2045	3.22500
36	2046	3.22500
37	2047	3.22500
38	2048	3.22500
39	2049	3.22500
40	2050	3.22500
41	2051	3.22500
42	2052	3.22500

43	2053	3.22500
44	2054	3.22500
45	2055	3.22500
46	2056	3.22500
47	2057	3.22500
48	2058	3.22500
49	2059	3.22500
50	2060	3.22500
51	2061	3.22500
52	2062	3.22500
53	2063	3.22500
54	2064	3.22500
55	2065	3.22500
56	2066	3.22500
57	2067	3.22500
58	2068	3.22500
59	2069	3.22500
60	2070	3.22500
61	2071	3.22500
62	2072	3.22500
63	2073	3.22500
64	2074	3.22500
65	2075	3.22500
66	2076	3.22500
67	2077	3.22500
68	2078	3.22500
69	2079	3.22500
70	2080	3.22500
71	2081	3.22500
72	2082	3.22500
73	2083	3.22500
74	2084	3.22500
75	2085	3.22500
76	2086	3.22500
77	2087	3.22500
78	2088	3.22500
79	2089	3.22500
80	2090	3.22500
81	2091	3.22500
82	2092	3.22500
83	2093	3.22500
84	2094	3.22500
85	2095	3.22500
86	2096	3.22500]

**COVERAGE DESCRIPTION -----**

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

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

SCHEDULE FOR PRIMARY INSURED: [JOHN DOE]  
 \$[100,000] Life Insurance

**[SUPPLEMENTARY BENEFITS]**

<b>AT BEGINNING OF POLICY YEAR</b>	<b>ON [JUN 12]</b>	<b>LIFE INSURANCE RATE</b>
[01	2011	0.09083
02	2012	0.09583
03	2013	0.10000
04	2014	0.10750
05	2015	0.11416
06	2016	0.12166
07	2017	0.13166
08	2018	0.14416
09	2019	0.15833
10	2020	0.17500
11	2021	0.19416
12	2022	0.21250
13	2023	0.23250
14	2024	0.24416
15	2025	0.25750
16	2026	0.27666
17	2027	0.29916
18	2028	0.33000
19	2029	0.36333
20	2030	0.40583
21	2031	0.45833
22	2032	0.51166
23	2033	0.56916
24	2034	0.61833
25	2035	0.67500
26	2036	0.74333
27	2037	0.82666
28	2038	0.92833
29	2039	1.04250
30	2040	1.16250
31	2041	1.28916
32	2042	1.41750
33	2043	1.54750
34	2044	1.68750
35	2045	1.83250
36	2046	2.00833
37	2047	2.20500
38	2048	2.46333
39	2049	2.73583
40	2050	3.02250
41	2051	3.33583
42	2052	3.67750
43	2053	4.07416
44	2054	4.53750
45	2055	5.07250
46	2056	5.65583
47	2057	6.32000

48	2058	7.01166
49	2059	7.75750
50	2060	8.58333
51	2061	9.50583
52	2062	10.52833
53	2063	11.64500
54	2064	12.84166
55	2065	14.10416
56	2066	15.42166
57	2067	16.66083
58	2068	17.95250
59	2069	19.31500
60	2070	20.75416
61	2071	22.26583
62	2072	23.64916
63	2073	25.12416
64	2074	26.69833
65	2075	28.37833
66	2076	30.17500
67	2077	31.60083
68	2078	33.12000
69	2079	34.73666
70	2080	36.45666
71	2081	38.26083
72	2082	40.17916
73	2083	42.21833
74	2084	44.38583
75	2085	46.68833
76	2086	49.13250
77	2087	51.72833
78	2088	54.48333
79	2089	57.40916
80	2090	60.51250
81	2091	63.80583
82	2092	67.29916
83	2093	71.00416
84	2094	74.93500
85	2095	79.10166
86	2096	83.33333]

[10-Year Guaranteed Coverage] [- No Charge]

POLICY NUMBER: [0000000001]

COVERAGE DESCRIPTION -----

**TABLE OF SURRENDER CHARGES**

Coverage Amount:	[\$100,000]
Effective Date:	[06/12/11]
Surrender Charge Effective Dates	Surrender Charge Per \$1,000
[01/01/11 – 12/31/11	24.60
01/01/12 – 12/31/12	22.14
01/01/13 – 12/31/13	19.68
01/01/14 – 12/31/14	17.22
01/01/15 – 12/31/15	14.76
01/01/16 – 12/31/16	12.30
01/01/17 – 12/31/17	9.84
01/01/18 – 12/31/18	7.38
01/01/19 – 12/31/19	4.92
01/01/20 – 12/31/20	2.46
Thereafter	0.00]

## COVERAGE DESCRIPTION -----

**[ TABLE OF APPLICABLE PERCENTAGES**

AGE	PERCENTAGE	AGE	PERCENTAGE	AGE	PERCENTAGE
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 +	100]
58	138	77	105		

## COVERAGE DESCRIPTION -----

TABLE OF APPLICABLE PERCENTAGES

Age	Male Non-Nicotine	Age	Male Non-Nicotine
35	493.050842	72	157.747710
36	476.074268	73	154.196545
37	459.700071	74	150.828663
38	443.884991	75	147.623633
39	428.663768	76	144.571743
40	413.990854	77	141.662775
41	399.851607	78	138.903101
42	386.252709	79	136.301360
43	373.194039	80	133.863704
44	360.660468	81	131.579260
45	348.643805	82	129.451787
46	337.132149	83	127.457456
47	326.080807	84	125.584380
48	315.471465	85	123.829357
49	305.208185	86	122.192722
50	295.286024	87	120.673469
51	285.725388	88	119.267060
52	276.523161	89	117.963980
53	267.700855	90	116.750506
54	259.240450	91	115.609574
55	251.155156	92	114.492356
56	243.453801	93	113.373103
57	236.101518	94	112.221233
58	229.079225	95	110.994463
59	222.325712	96	109.630656
60	215.839637	97	108.012693
61	209.628228	98	106.009715
62	203.701919	99	103.430282
63	198.072630	100+	100.000000]
64	192.732192		
65	187.656351		
66	182.823849		
67	178.205693		
68	173.775715		
69	169.522464		
70	165.426940		
71	161.503298		

SERFF Tracking Number: SYMT-128270759 State: Arkansas  
 Filing Company: Symetra Life Insurance Company State Tracking Number:  
 Company Tracking Number: L-10082 4/12  
 TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
 Product Name: L-10082 4/12 Lapse Protection Benefit Rider  
 Project Name/Number: L-10082 4/12 Lapse Protection Benefit Rider/L-10082 4/12

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification		
<b>Comments:</b> We have attached a certification of compliance with Rule and Reg 19, 34 and 49, as well as the guaranty association notice for AR.		
<b>Attachments:</b> Flesch_certification_L-10082 412.pdf LA2162_0705-AR_GAN.pdf Arkansas Certification_L-10055_6-11.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b> Application		
<b>Bypass Reason:</b> We will use application form LUC-170 12/11, previously approved on Dec.8, 2011 under SERFF number SYMT-12734895. The plan choices and rider selections available on the application were originally filed as variable. The new plan and rider choices have added to the revised Statement of Variability.		
<b>Comments:</b>		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> LUC-170 10/11 Statement of Variability		
<b>Comments:</b>		
<b>Attachment:</b> Statement of Variability_LUC-170AZ_1211_Final.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Actuarial Memo L-10082 4/12		
<b>Comments:</b>		
<b>Attachment:</b>		

SERFF Tracking Number: SYMT-128270759 State: Arkansas  
Filing Company: Symetra Life Insurance Company State Tracking Number:  
Company Tracking Number: L-10082 4/12  
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
Product Name: L-10082 4/12 Lapse Protection Benefit Rider  
Project Name/Number: L-10082 4/12 Lapse Protection Benefit Rider/L-10082 4/12  
Actuarial Memo (LPR)\_L-10082\_4-12\_Final\_4-26-12.pdf

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

**Satisfied - Item:** Actuarial Memo- L 10055/AZ 6/11  
**Comments:**  
**Attachment:**  
Actuarial Memo \_CVAT\_\_L-10055\_AZ\_6-11\_Final\_04\_26\_12.pdf

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

**Satisfied - Item:** L-10055 6/11 Statement of  
Variability  
**Comments:**  
**Attachment:**  
SOV\_L-10055\_6-11\_20120426\_Final.pdf

Symetra Life Insurance Company

Flesch Certification

Form	Flesch Score
L-10082 4/12 Lapse Protection Benefit Rider	50.1

I certify that this form meets or exceeds a Flesch Score of 50.



Suzanne Webb Sainato  
Vice President  
Symetra Life Insurance Company

April 16, 2012

Symetra Life Insurance Company  
777 108<sup>th</sup> Ave. NE Suite 1200  
Bellevue, WA 98004-5135

TELEPHONE: 1-800-796-3872  
TT/TTY 1-800-833-6388  
MAILING ADDRESS: P.O. BOX 34690  
SEATTLE, WA 98124-1690

**LIMITATIONS AND EXCLUSIONS UNDER THE  
ARKANSAS LIFE AND HEALTH INSURANCE  
GUARANTY ASSOCIATION ACT**

Residents of this state who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

**DISCLAIMER**

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is **NOT** provided for your contract or policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association  
C/O The Liquidation Division  
1023 West Capitol  
Little Rock, Arkansas 72201

Arkansas Insurance Department  
1200 West Third Street  
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverage, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

**COVERAGE**

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

Please turn to back page

## EXCLUSIONS FROM COVERAGE

However, persons owning such policies are **NOT** protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insured's who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does **NOT** provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contract holders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliated benefit plan or its trustees).

## LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 — no matter how many policies and contracts there were with the same company, even if they provided different types of coverage's. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values — again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverage's. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

## Arkansas Certification

I hereby certify that to the best of my knowledge this filing is in compliance with applicable sections of Regulation 19, Regulation 34, Regulation 49 and all other requirements of the Department as applicable.

Bulletin 11-83

Bulletin 11-83 has been reviewed and the form complies with these guidelines.

### **Consent to Submit Rates and/or Cost Bases for Approval**

The Symetra Life Insurance Company ("Company") of Bellevue, Washington does hereby consent and agree

A) that all premium rates and/or cost bases both "maximum" and "current or projected," used in relation to policy form number L-10055 6/11 must be filed with the Insurance Commissioner for the State of Arkansas ("Commissioner") at least sixty (60) days prior to their proposed effective date. Such rates and/or cost bases shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost bases prior to the expiration of sixty (60) days. or

B) that where the policy is a flexible or indeterminate premium whole life policy which provides for frequent changes in interest rates based on financial market conditions, the company may file a range of rates it will stay within and will notify the Department at least sixty (60) days prior to any change in the range of rates. The company must also document the method used to calculate its premium and range of rates.

Symetra Life Insurance Company

(Company Name)



By Michael Murphy

(Name)

Vice President

(Title or Position)

## Statement of Variability

Symetra Life Insurance Company  
 NAIC # 68608/ FEIN #91-0742147

Revised April 26, 2012

**Forms: LUC-170/AZ 11/12 – Part I Application**

The variability for bracketed items in the above-referenced forms is provided below. This Statement of Variability reflects bracketing of items that will vary based upon policy specific information. In addition, this Statement of Variability also reflects bracketing of items that Symetra Life Insurance Company might vary within the range provided for future issues without requiring a re-filing. We have bracketed these items so we may more quickly respond to changes in the market, in company experience, or in the regulatory environment. Any changes made in such items will be determined based on sound actuarial practice and administered in a uniform and non-discriminatory manner. With the exception of the current Company and address, such variable information will not be changed for issued policies, only for new issues.

<b>LUC-170/AZ 11/12 – Life Insurance Application</b>		
Field	Range	Explanation of Variation
[Company Name]		Displays the current legal name of the company.
[Company Address and Telephone Number]		Displays the current address and telephone number of the company.
Send to: [Administrative Office, Fax Number and Mailing Address]		Displays the administrative office or mailing office address and it's fax number.
[Death Benefit Options]	[A Level B Increasing C Face Amount plus premiums less distributions (subject to limits shown in the policy) ]	Displays the current options available for universal life plans, which may vary dependent on the specific plan.
[Plan Choice]	<input type="checkbox"/> <b>Term</b> (please select term) <input type="checkbox"/> 10-yr <input type="checkbox"/> 15-yr <input type="checkbox"/> 20-yr <input type="checkbox"/> 30-yr <input type="checkbox"/> <b>Term with Return of Premium (ROP)</b> <input type="checkbox"/> <b>Universal Life Plan (UL)</b> Please select plan: <input type="checkbox"/> <b>Classic UL</b> <input type="checkbox"/> <b>SUL</b> [Death Benefit Option: <input type="checkbox"/> A Level <input type="checkbox"/> B Increasing] <input type="checkbox"/> C Face Amount plus premiums less distributions (subject to limits shown in the Policy) ] <span style="color: red;">[Life Insurance Qualification Test:  <input type="checkbox"/> <b>Guideline Premium Test(GPT)</b></span>	[Plan Choice]

	<input type="checkbox"/> <b>Cash Value Accumulation Test(CVAT)</b> <input type="checkbox"/> <b>Variable Universal Life (VUL)</b> Death Benefit Option: <input type="checkbox"/> Level <input type="checkbox"/> Increasing <input type="checkbox"/> <b>Single Premium Life (SPL)</b> [Include Return of Premium: <input type="checkbox"/> Yes <input type="checkbox"/> No] <input type="checkbox"/> Other _____]	
[Riders]	<input type="checkbox"/> <b>Lapse Protection Benefit (Classic UL only)</b> <input type="checkbox"/> <b>Term Rider</b> on Self (UL only) \$ _____] <input type="checkbox"/> <b>Term Rider</b> on Others (please complete part 1 for each rider) How many: _____ (for Term Life only 1 available)] <input type="checkbox"/> <b>Insured Children's Benefit</b> (please complete the Part III ICB form)] <input type="checkbox"/> <b>Waiver of Premium ]</b> <input type="checkbox"/> <b>Waiver of Monthly Deduction]</b> <input type="checkbox"/> <b>Return of Premium Benefit]</b> <input type="checkbox"/> <b>Disability Income Rider for Accidental Injury \$ _____]</b> (Monthly benefit min \$50, max \$3,000 not to exceed 1.5% of the face amount)] <input type="checkbox"/> <b>Accidental Death Benefit \$ _____]</b> <input type="checkbox"/> <b>Guaranteed Insurance Option _____]</b> <input type="checkbox"/> <b>Charitable Giving Rider</b> _____ A Charitable Beneficiary must be named in the Beneficiary section of this application.] <input type="checkbox"/> Other: _____]	[Riders]

**CERTIFICATION**

I certify that the information contained in this Statement of Variability is true and correct to the best of my knowledge and belief, and that I am duly authorized by the company to make this certification. I further certify that any change or modification to a variable item shall be administered in the variability of information section, including any requirements for prior approval of a change or modification.

A handwritten signature in black ink, appearing to read 'SWS', with a large, stylized flourish at the end.

Suzanne Webb Sainato  
Vice President  
Symetra Life Insurance Company

April 23, 2012

## Statement of Variability

Symetra Life Insurance Company  
 NAIC # 68608/ FEIN #91-0742147

Revised 4-26-12

Forms: L-10055 6/11 – Universal Life Insurance Policy  
 L-10083 4/12 – Coverage Description Pages  
 LUC-166 6/11 – Part I Application

The variability for bracketed items in the above-referenced forms is provided below. This Statement of Variability reflects bracketing of items that will vary based upon policy specific information. In addition, this Statement of Variability also reflects bracketing of items that Symetra Life Insurance Company might vary within the range provided for future issues without requiring a re-filing. We have bracketed these items so we may more quickly respond to changes in the market, in company experience, or in the regulatory environment. Any changes made in such items will be determined based on sound actuarial practice and administered in a uniform and non-discriminatory manner. With the exception of the current Company and address, such variable information will not be changed for issued policies, only for new issues.

<b>L-10055 6/11 – Contract</b>		
Field	Range	Explanation of Variation
[Insured]		Displays the Insured person's name
[Policy Number]		Displays the unique contract number
[Face Amount]		Displays the amount of life insurance coverage under the base policy.
[Issue Date]		The day, month and Year that the policy becomes effective.
[Class]		Male or Female, Juvenile Non-Nicotine or Nicotine Standard, Standard Plus Preferred, Preferred Plus, Preferred Best
[Officer Signatures]		Displays the signature of the current officers.
[Officer Names]		Displays the printed names of the current officers.
[Officer Titles]		Displays the titles of the current officers.
[Company Name]		Displays the current legal name of the Company.
[Company phone]		Displays the current phone of the Company.
Home Office: [Company Address]		Displays the current address of the company's Home Office.
Mailing Address: [Administrative Office or Mailing Address and web address]		Displays the administrative office or mailing office address and the Company's web address.

### L-10083 4/12 – Coverage Description Pages

Field	Range	Explanation of Variation
[Policy Number]		Displays the number in the Company's records that contains the information for this policy.
[Primary Insured]		Displays the name of the primary person insured under the base contract.
[Issue Date]	1 – 28	Displays the day, month and Year that the policy becomes effective.
[Initial Premium]	\$10.00 – \$2,000,000	Displays the amount of the initial premium payment made to Symetra under this Policy.
[Monthly Anniversary]	1 – 28	Displays the day, each month, based on the issued date, that monthly processing takes place.
[Planned Periodic Premium]		Displays the elected Planned Periodic Premiums. These must equal or exceed the Minimum Monthly Premium.
[Premium Payable]		Displays the elected mode of payment – annual, semi-annual, quarterly, or monthly,
[Minimum Monthly Premium]		Displays the amount of the Minimum Monthly Premium. If the Lapse Protection Benefit Rider is selected at issue, this title will be removed, but will remain for all other coverages if applicable.
[Initial Face Amount]	\$10,000 – \$20,000,000	Displays the initial amount of life insurance coverage under the base policy.
[Guaranteed Annual Minimum Interest Rate]	1% - 4%	This may vary from 1% to 4% depending on the current interest rate environment. It will not vary by individual insured and it will not change after the policy is issued. The product will be issued initially with a 3% guaranteed minimum interest rate and this will remain at 3% as long as the company feels that interest rates available for investment can support a 3% guaranteed minimum.
[Death Benefit Option]	Option A – Face Amount Option B – Face Amount plus Accumulation Fund Option C - Face Amount plus Premiums Paid (less any Withdrawals)	Displays the selected death benefit option. The Death Benefit limit for option C will be two times the Initial Specified Amount.
[Death Benefit Test]	Guideline Premium Test Cash Value Accumulation Test	Displays only one of the selected death benefit options.

[Primary Insured]		Displays the name of person insured under the policy or by rider.
[Issue Age]	15 days – 90 years: 15 days – 15: Juvenile 16 – 90: Standard (Nicotine), Non-Nicotine 20 – 85: Standard Plus (nicotine), Preferred 20 – 75: Preferred Plus, Preferred Best	Displays the age on the issue date.
[State of Issue]		Displays the state where the application was signed or the policy was delivered.
[Class]		Male or Female, Juvenile or Non-Nicotine or Nicotine Standard, Standard Plus Preferred, Preferred Plus, Preferred Best
[Amount of Coverage]		Displays the face amount for the basic coverage and any riders.
[Coverage]		Displays the Insured's name, age, state of issue and class for each insured person for the basic coverage and any riders.
[No Lapse Guarantee]	Issue ages 0 – 70: 10 years Issue ages 71 – 75: 5 years Not available over age 75. Not available on rated policies.	Displays the duration of the No Lapse Guarantee
[Lapse Protection Benefit]		If the Rider is selected on the application, it will show the benefit name on the coverage description page
[Expiration]		Displays the date that the basic coverage and any riders expire, if applicable to the benefit selected.
[The Face Amount of this policy may not be reduced below: ]	\$10,000	The face amount of the policy cannot be reduced below this amount.
[Maximum Premium Expense Charge]	0.0% - 15.0%	This will vary from 0.0% to 15.0% depending on the product type and distribution channel. This charge will not vary between similar policies issued at the same time in similar markets and will not change after the policy is issued. Differences in distribution and acquisition costs and underwriting methods will be primary determinants of the premium expense charge variability.
[Monthly Administration Expense Charge]	\$0 - \$30.00	This charge will not vary between similar policies issued at the same time in similar markets and will not change after the policy is issued. Differences in distribution and

		acquisition costs and underwriting methods will be primary determinants of the premium expense charge variability.
[Monthly Expense Charge]	\$0 - \$27.00 per Unit.	This will vary by issue age, class, band and product type. The monthly expense charge will be deducted for in each month for all durations. This charge will not vary between similar policies with the same characteristics issued at the same time in similar markets and will not change after the policy is issued. Differences in underwriting methods, underwriting class, issue age and policy size will be primary determinants of the monthly expense charge variability.
[Loan Interest Rate]	0 – 8%	Displays the rate charged for policy loans.
[Guideline Premium Test] language		The following information will appear on the data page if GPT is selected.
[Guideline Single Premium]		Displays the guideline single premium for the policy issued.
[Guideline Annual Premium]		Displays the guideline annual premium
[Guideline 7-Pay Premium]		Displays the 7 pay premium test, annual amount based on the age, gender, class and face amount of the policy.
[Modified Endowment Contract language]		<p>If the policy is a MEC at issue, then it will include this language and not include the Guideline 7 Pay paragraph:</p> <p><i>Because of its ratio of premium 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>
[Unscheduled Premiums]		If the Lapse Protection Benefit is selected this language will appear. If the benefit is not selected, it will not appear in the coverage description pages.
Cash Value Accumulation Test - Language  The Guideline 7 pay or MEC language will appear to what is appropriate for		This policy uses the Cash Value Accumulation Test to qualify as life insurance under the Internal Revenue Code. The Amount of Death Benefit will always be large enough to assure that the death benefits paid under this

<p>the Insured at issue.</p>		<p>policy are not includable in the gross income of the beneficiary as prescribed by Internal Revenue Code section 7702 as amended. See the Applicable Tax Law section.</p> <p>[The Guideline 7-Pay Premium as defined by the Tax and Miscellaneous Revenue Act of 1988 (TAMRA) is \$[ 3,221.00]. (Note: If this policy is a replacement of another policy, the amount shown may need to be adjusted.) To maintain the most favorable tax status of this policy, premiums paid during each of the first seven years cannot exceed the 7-pay premium.]</p> <p>[In the event that a premium payment would cause the 7-Pay limit to be exceeded, we reserve the right to refund the excess payment to you, unless you have provided a written request to accept classification of your policy as a Modified Endowment Contract and to indicate that we may accept such payments and apply them to your policy. Further, in the absence of such written request, we reserve the right to increase the death benefit or make distributions from the policy to the extent we deem necessary to continue to classify this policy as a non-Modified Endowment Contract under the Code.]</p> <p>If the coverage under this policy is increased or decreased, the guideline premiums will change.</p> <p>Premium Restriction: We reserve the right to require evidence of insurability to be provided if any premium payment would result in an immediate increase in the difference between the death benefit and the Accumulation Fund. If satisfactory evidence is not received, the premium, or any portion of the premium, may be returned.</p> <p>If the Policy's Net Amount at Risk* exceeds three times the original Face Amount, We reserve the right to make a distribution to You from your Accumulated Value to make the Net Amount at Risk equal to three times</p>
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		<p>the original Total Face Amount. In such case, the distribution will be treated as a premium refund.</p> <p>For information about this or other tax matters relating to life insurance taxation, consult your attorney, accountant or other qualified tax advisor.</p> <p>*Net Amount at Risk is defined as the Policy's Face Amount less the Accumulated Value.</p> <p>[After the first Policy Year, We reserve the right not to accept unscheduled premiums in any Policy Year in excess of \$25,000 unless they are necessary to extend the period of the Lapse Protection Benefit under the Lapse Protection Benefit.]</p>
[Schedule of Monthly Benefit Rider Charges]	\$0 - \$500.00	Variable table that displays the monthly expense charge for the insured if the Lapse Protection Rider is selected.
[Schedule of Guaranteed Maximum Cost of Insurance Rates]		Displays the guaranteed maximum cost of insurance rates for this person's age, gender and class.
[Table of Surrender Charges]	These vary with the SNFL and U/W class. They could be as high as \$60.00 per thousand in 1 <sup>st</sup> year to 0 at end of table.	Displays the surrender charge per \$1,000 of surrendered death benefit.
Table of applicable percentages	CVAT Table of applicable percentages or GPT Table of applicable percentages.	There are two tables of applicable percentages based on whether the policy is selected under the Guideline Single Premium Test or CVAT test, the table of applicable percentages are both in the coverage description pages as samples, but only 1 of the tables will print upon issue based on the selection at issue.

<b>LUC-166 6/11 – Life Insurance Application</b>		
<b>Field</b>	<b>Range</b>	<b>Explanation of Variation</b>
[Company Name]		Displays the current legal name of the company.
[Company Address and Telephone Number]		Displays the current address and telephone number of the company.
Send to: [Administrative Office, Fax Number and Mailing Address]		Displays the administrative office or mailing office address and it's fax number.
[Death Benefit Options]	[A Level B Increasing C Face Amount plus premiums less distributions (subject to limits shown in the illustration) ]	Displays the current options available for universal life plans, which may vary dependent on the specific plan.

### **CERTIFICATION**

I certify that the information contained in this Statement of Variability is true and correct to the best of my knowledge and belief, and that I am duly authorized by the company to make this certification. I further certify that any change or modification to a variable item shall be administered in the variability of information section, including any requirements for prior approval of a change or modification.



Suzanne Webb Sainato  
Vice President  
Symetra Life Insurance Company