
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

Form 8-K

CURRENT REPORT

**PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): **January 25, 2016**

SYMETRA FINANCIAL CORPORATION

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-33808
(Commission
File Number)

20-0978027
(I.R.S. Employer
Identification No.)

**777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004**
(Address of Principal Executive Offices) (ZIP Code)

Registrant's telephone number, including area code: **(425) 256-8000**

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

- (e) On January 25, 2016, the Compensation Committee of the Board of Directors (the “Committee”) of Symetra Financial Corporation (the “Company”) approved amendments to the Symetra Financial Corporation Executive Severance Pay Plan (the “Severance Plan”) and the Symetra Financial Corporation Senior Executive Change in Control Plan (the “CIC Plan” and, together with the Severance Plan, the “Plans”) in connection with, and subject to the consummation of, the previously announced pending acquisition of the Company by Sumitomo Life Insurance Company (“Sumitomo” and, such acquisition, the “Merger”).

Each Plan was amended to prohibit the amendment, termination or partial termination of the applicable Plan during the 24-month period immediately following the consummation of the Merger. In addition, the definition of “Constructive Termination” under each Plan was amended as follows:

- (i) in the case of certain participants who entered into letter agreements with Sumitomo in connection with the Merger on August 10, 2015 (as previously disclosed in the Company’s Current Report on Form 8-K filed on August 11, 2015) and certain other participants who entered into similar letter agreements with the Company on September 23, 2015 (the “Letter Agreements”), the term “Constructive Termination” includes Sumitomo or the Company, following the consummation of the Merger, failing to pay or provide any such participant with the compensation and benefits set forth in the applicable Letter Agreement or otherwise committing a breach of the applicable Letter Agreement (to the extent such breach remains uncured after written notice and a reasonable opportunity to cure), and
- (ii) no participant who entered into a Letter Agreement will be permitted to claim “Constructive Termination” resulting from the Merger and/or changes to compensation, benefits or reporting relationships that are contemplated under the Letter Agreement and occurring within 90 days following the Merger.

Each amendment further clarifies that, to the extent there is an inconsistency between a Plan and a Letter Agreement, the terms of the Letter Agreement will control.

The foregoing description of the amendments to the Plans does not purport to be complete and is qualified in its entirety by reference to the full text of the amendments, which are filed as Exhibit 10.1 and Exhibit 10.2, respectively, and are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

- (d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	First Amendment to the Symetra Financial Corporation Executive Severance Pay Plan
10.2	First Amendment to the Symetra Financial Corporation Senior Executive Change in Control Plan

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: January 29, 2016

SYMETRA FINANCIAL CORPORATION

By: /s/ David S. Goldstein

Name: David S. Goldstein

Title: Senior Vice President,
General Counsel and Secretary

EXHIBIT INDEX

Exhibit No.	Description
10.1	First Amendment to the Symetra Financial Corporation Executive Severance Pay Plan
10.2	First Amendment to the Symetra Financial Corporation Senior Executive Change in Control Plan

**FIRST AMENDMENT
TO THE
SYMETRA FINANCIAL CORPORATION
EXECUTIVE SEVERANCE PAY PLAN**

WHEREAS, Symetra Financial Corporation, a Delaware corporation (the “Company”), Sumitomo Life Insurance Company, a mutual company (*sougo kaisha*) organized under the laws of Japan (“Sumitomo”) and SLIC Financial Corporation, a Delaware corporation and wholly-owned subsidiary of Sumitomo, are parties to an Agreement and Plan of Merger, dated as of August 11, 2015 (the “Merger Agreement”);

WHEREAS, the Company maintains the Symetra Financial Corporation Executive Severance Plan, which was adopted effective March 5, 2013 (the “Plan”);

WHEREAS, under Section 6.6(a) of the Plan, the Company has the right to amend, terminate or partially terminate the Plan at any time and for any reason in accordance with the procedures set forth in Section 6.6(b) of the Plan;

WHEREAS, the Merger Agreement and the Company Disclosure Letter thereunder permit the Company to amend the Plan to prohibit the amendment or termination of the Plan during the 24-month period following the Effective Time (as defined in the Merger Agreement);

WHEREAS, Sumitomo has previously agreed either under the Merger Agreement and the Company Disclosure Letter thereunder or subsequent to the execution of the Merger Agreement that, in the case of certain key executives of the Company who participate in the Plan and who entered into a letter agreement, dated August 10, 2015, with Sumitomo in connection with the execution of the Merger Agreement or a letter agreement, dated September 23, 2015, with the Company (each such executive, a “Specified Participant” and each such letter, a “Letter Agreement”), the definition of “Constructive Termination” under the Plan shall conform to the terms of the Letter Agreements; and

WHEREAS, the Compensation Committee of the Company’s Board of Directors (the “Compensation Committee”) administers the Plan and has determined that it is in the best interests of the Company to (A) amend the Plan as permitted under the Merger Agreement and the Company Disclosure Letter thereunder or by Sumitomo subsequent to execution of the Merger Agreement and (B) with respect to a Specified Participant, interpret the Plan in a manner that, to the extent that there is an inconsistency between the Plan and the applicable Letter Agreement, the terms of such Letter Agreement shall control.

NOW, THEREFORE, effective as of and subject to the consummation of the transactions contemplated under the Merger Agreement:

A. The Plan is amended in the following respects:

1. The following definitions shall be added to Article I, and the definitions thereunder shall be re-numbered accordingly:

“Board” means the board of directors of the Company.

“Effective Time” means time of consummation of the transactions contemplated under the Merger Agreement.

“Letter Agreement” means the letter agreement entered into by a Specified Participant and (x) Sumitomo, dated August 10, 2015 or (y) the Company, dated September 23, 2015.

“Merger Agreement” means the Agreement and Plan of Merger, dated as of August 11, 2015, by and among the Company, Sumitomo and SLIC Financial Corporation, a Delaware corporation and wholly-owned subsidiary of Sumitomo.

“Specified Participant” means a Participant who entered into a Letter Agreement and is designated as (x) an “Executive” in the Merger Agreement or (y) a “Specified Employee” by the Compensation Committee in the resolutions dated on or about January 25, 2016.

“Sumitomo” means Sumitomo Life Insurance Company, a mutual company (*sougo kaisha*) organized under the laws of Japan.”

2. The first sentence of Section 1.9, which contains the definition of “Constructive Termination”, shall be replaced with the following:

““Constructive Termination” means a termination of employment with the Company and its Affiliates at the initiative of the Participant that the Participant declares, by prior written notice delivered to the secretary of the Company, to be a constructive termination by the Company or an Affiliate and which follows (i) a material decrease in his/her salary, (ii) a material diminution in the authority, duties or responsibilities of his/her position as a result of which the Participant determines in good faith that he/she cannot continue to carry out his/her job in substantially the same manner as it was intended to be carried out immediately before such diminution or (iii) in the case of a Specified Participant, following the Effective Time, Sumitomo or the Company failing to pay or provide the Specified Participant with the compensation and benefits set forth in the Letter Agreement or otherwise committing a breach of the Letter Agreement (which remains uncured after written notice and a reasonable opportunity to cure is afforded). Notwithstanding anything herein to the contrary, no Specified Participant shall be permitted to claim “Constructive Termination” resulting from the transactions contemplated by the Merger Agreement and/or any changes to the Specified Participant’s compensation, benefits or reporting relationships that are contemplated under the Letter Agreement and occur within ninety (90) days following the Effective Time.”

3. Section 6.6 shall be amended by adding the following subsection (c) to the end thereof:

“(c) Effective Time

For the period of 24 months immediately following the Effective Time, the Company may not amend, terminate or partially terminate the Plan.”

B. In the case of a Specified Participant, to the extent that there is an inconsistency between the Plan and the applicable Letter Agreement, the terms of such Letter Agreement shall control.

C. Except as expressly modified hereby, the terms and provisions of the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned officer certifies that the Compensation Committee of the Company's Board of Directors has approved this amendment to the Plan in all material respects.

SYMETRA FINANCIAL CORPORATION

By: /s/ Christine A. Katzmar Holmes

Christine A. Katzmar Holmes

Senior Vice President

**FIRST AMENDMENT
TO THE
SYMETRA FINANCIAL CORPORATION
SENIOR EXECUTIVE CHANGE IN CONTROL PLAN**

WHEREAS, Symetra Financial Corporation, a Delaware corporation (the “Company”), Sumitomo Life Insurance Company, a mutual company (*sougo kaisha*) organized under the laws of Japan (“Sumitomo”) and SLIC Financial Corporation, a Delaware corporation and wholly-owned subsidiary of Sumitomo, are parties to an Agreement and Plan of Merger, dated as of August 11, 2015 (the “Merger Agreement”);

WHEREAS, the Company maintains the Symetra Financial Corporation Senior Executive Change in Control Plan, which was adopted effective March 5, 2013 (the “Plan”);

WHEREAS, under Section 6.6(a) of the Plan, the Company has the right to amend, terminate or partially terminate the Plan at any time in accordance with the procedures set forth in Section 6.6(b) of the Plan;

WHEREAS, the Merger Agreement and the Company Disclosure Letter thereunder permit the Company to amend the Plan to prohibit the amendment or termination of the Plan during the 24-month period following the Effective Time (as defined in the Merger Agreement);

WHEREAS, Sumitomo has previously agreed either under the Merger Agreement and the Company Disclosure Letter thereunder or subsequent to the execution of the Merger Agreement that, in the case of certain key executives of the Company who participate in the Plan and who entered into a letter agreement, dated August 10, 2015, with Sumitomo in connection with the execution of the Merger Agreement or a letter agreement, dated September 23, 2015, with the Company (each such executive, a “Specified Participant” and each such letter, a “Letter Agreement”), the definition of “Constructive Termination” under the Plan shall conform to the terms of the Letter Agreements; and

WHEREAS, the Compensation Committee of the Company’s Board of Directors (the “Compensation Committee”) administers the Plan and has determined that it is in the best interests of the Company to (A) amend the Plan as permitted under the Merger Agreement and the Company Disclosure Letter thereunder or by Sumitomo subsequent to execution of the Merger Agreement and (B) with respect to a Specified Participant, interpret the Plan in a manner that, to the extent that there is an inconsistency between the Plan and the applicable Letter Agreement, the terms of such Letter Agreement shall control.

NOW, THEREFORE, effective as of and subject to the consummation of the transactions contemplated under the Merger Agreement:

A. The Plan is amended in the following respects:

1. The following definitions shall be added to Article I, and the definitions thereunder shall be re-numbered accordingly:

“Board” means the board of directors of the Company.

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“Sumitomo” means Sumitomo Life Insurance Company, a mutual company (*sougo kaisha*) organized under the laws of Japan.”

2. The first sentence of Section 1.10, which contains the definition of “Constructive Termination”, shall be replaced with the following:

““Constructive Termination” means Participant’s resignation or threatened resignation that Participant declares, by prior written notice delivered to the secretary of the Company within 90 days of the breach, to be due to (i) a material decrease in his/her salary, (ii) a material diminution in the authority, duties or responsibilities of Participant’s position or (iii) in the case of a Specified Participant, following the Effective Time, Sumitomo or the Company failing to pay or provide the Specified Participant with the compensation and benefits set forth in the Letter Agreement or otherwise committing a breach of the Letter Agreement (which remains uncured after written notice and a reasonable opportunity to cure is afforded). Notwithstanding anything herein to the contrary, no Specified Participant shall be permitted to claim “Constructive Termination” resulting from the transactions contemplated by the Merger Agreement and/or any changes to the Specified Participant’s compensation, benefits or reporting relationships that are contemplated under the Letter Agreement and occur within ninety (90) days following the Effective Time.”

3. Section 6.6 shall be amended by adding the following subsection (c) to the end thereof:

“(c) Effective Time

For the period of 24 months immediately following the Effective Time, the Company may not amend, terminate or partially terminate the Plan.”

B. In the case of a Specified Participant, to the extent that there is an inconsistency between the Plan and applicable Letter Agreement, the terms of such Letter Agreement shall control.

C. Except as expressly modified hereby, the terms and provisions of the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned officer certifies that the Compensation Committee of the Company's Board of Directors has approved this amendment to the Plan in all material respects.

SYMETRA FINANCIAL CORPORATION

By: /s/ Christine A. Katzmar Holmes

Christine A. Katzmar Holmes
Senior Vice President