

SERFF Tracking Number: SYMX-125718125 State: Arkansas  
Filing Company: Symetra Life Insurance Company State Tracking Number: 39487  
Company Tracking Number: AV AR0000310F01  
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium  
Product Name: RSE-0027 5/08 Guaranteed Long Life Benefit Rider  
Project Name/Number: RSE-0027 5/08 Guaranteed Long Life Benefit Rider/AV AR0000310F01

## Filing at a Glance

Company: Symetra Life Insurance Company

Product Name: RSE-0027 5/08 Guaranteed Long Life Benefit Rider SERFF Tr Num: SYMX-125718125 State: ArkansasLH

TOI: A03I Individual Annuities - Deferred Variable

SERFF Status: Closed

State Tr Num: 39487

Sub-TOI: A03I.002 Flexible Premium

Co Tr Num: AV AR0000310F01

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Author: Symetra Life

Disposition Date: 07/02/2008

Date Submitted: 07/01/2008

Disposition Status: Approved

Implementation Date Requested: 08/05/2008

Implementation Date:

State Filing Description:

## General Information

Project Name: RSE-0027 5/08 Guaranteed Long Life Benefit Rider

Status of Filing in Domicile: Pending

Project Number: AV AR0000310F01

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 07/02/2008

Deemer Date:

State Status Changed: 07/02/2008

Corresponding Filing Tracking Number:

Filing Description:

Symetra Life Insurance Company

FEIN #91-0742147 NAIC #1129-68608

RSC-0009 5/08 Symetra Focus Contract Data Page

RSC-0010 5/08 Symetra Focus 457 Contract Data Page

RSE-0027 5/08 Guaranteed Long Life Benefit Rider



SERFF Tracking Number: SYMX-125718125 State: Arkansas  
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 Project Name/Number: RSE-0027 5/08 Guaranteed Long Life Benefit Rider/AV AR0000310F01

Respectfully submitted,

Rae Anne O'Keefe  
 Symetra Life Insurance Company  
 425-256-5536 or 800-796-3872 ext 68210  
 425-256-5466  
 raeanne.okeefe@symetra.com

## Company and Contact

### Filing Contact Information

Rae Anne O'Keefe, State Filings Coordinator raeanne.okeefe@Symetra.com  
 P.O. Box 34690 SC-11 (425) 256-8000 [Phone]  
 Seattle, WA 98124-1690 (425) 256-5466[FAX]

### Filing Company Information

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

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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$80.00  
 Retaliatory? No  
 Fee Explanation:  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Symetra Life Insurance Company	\$80.00	07/01/2008	21180034

SERFF Tracking Number: SYMX-125718125 State: Arkansas  
Filing Company: Symetra Life Insurance Company State Tracking Number: 39487  
Company Tracking Number: AV AR0000310F01  
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium  
Product Name: RSE-0027 5/08 Guaranteed Long Life Benefit Rider  
Project Name/Number: RSE-0027 5/08 Guaranteed Long Life Benefit Rider/AV AR0000310F01

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	07/02/2008	07/02/2008

*SERFF Tracking Number:* SYMX-125718125      *State:* Arkansas  
*Filing Company:* Symetra Life Insurance Company      *State Tracking Number:* 39487  
*Company Tracking Number:* AV AR0000310F01  
*TOI:* A031 Individual Annuities - Deferred Variable      *Sub-TOI:* A031.002 Flexible Premium  
*Product Name:* RSE-0027 5/08 Guaranteed Long Life Benefit Rider  
*Project Name/Number:* RSE-0027 5/08 Guaranteed Long Life Benefit Rider/AV AR0000310F01

## **Disposition**

Disposition Date: 07/02/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: SYMX-125718125 State: Arkansas  
 Filing Company: Symetra Life Insurance Company State Tracking Number: 39487  
 Company Tracking Number: AV AR0000310F01  
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium  
 Product Name: RSE-0027 5/08 Guaranteed Long Life Benefit Rider  
 Project Name/Number: RSE-0027 5/08 Guaranteed Long Life Benefit Rider/AV AR0000310F01

<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Statement of Variability		Yes
<b>Supporting Document</b>	Certification/Notice		Yes
<b>Supporting Document</b>	Application		Yes
<b>Supporting Document</b>	Life & Annuity - Actuarial Memo		No
<b>Form</b>	Guaranteed Long Life Benefit Rider		Yes
<b>Form</b>	Focus 457 contract data page		Yes
<b>Form</b>	Focus contract data page		Yes
<b>Form</b>	Focus application		Yes
<b>Form</b>	Focus w-GLLB Rider cover		Yes

SERFF Tracking Number: SYMX-125718125 State: Arkansas  
 Filing Company: Symetra Life Insurance Company State Tracking Number: 39487  
 Company Tracking Number: AV AR0000310F01  
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium  
 Product Name: RSE-0027 5/08 Guaranteed Long Life Benefit Rider  
 Project Name/Number: RSE-0027 5/08 Guaranteed Long Life Benefit Rider/AV AR0000310F01

## Form Schedule

**Lead Form Number:** RSE-0027 5/08

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	RSE-0027 5/08	Certificate	Guaranteed Long Life Benefit Rider t, Insert Page, Endorsement or Rider	Initial		0	RSE-0027 5_08 .PDF
	RSC-0010 5/08	Data/Declaration	Focus 457 contract Pagesdata page	Initial		0	RSC-0010 5_08.PDF
	RSC-0009 5/08	Data/Declaration	Focus contract data Pagespage	Initial		0	RSC-0009 5_08.PDF
	RSA-0003 5/08	Application/Enrollment	Focus application Form	Initial		0	RSA-0003 5_08.PDF
	RSA-0007 LR 5/08	Policy Jacket	Focus w-GLLB Rider cover	Initial		0	RSA-0007 LR 5_08.PDF

## **[Guaranteed Long Life Benefit] Rider**

This rider (“Rider”) is a part of the Contract to which it is attached and is effective upon issuance. In the case of a conflict with any provision in the Contract, the terms of this Rider will control. Once this Rider has been selected, it cannot be revoked. This Rider may be selected only at the time of application. Unless redefined in this Rider, the terms defined in the Contract will have the same meaning when used in this Rider.

### **DEFINITIONS**

<b>Long Life Benefit Annuitant</b>	The natural person named on the application on whose life the Long Life Benefit Payments are based. The initial Owner of the Contract is the Long Life Benefit Annuitant. If the Owner is a non-natural person, the initial Annuitant is also the Long Life Benefit Annuitant. The Long Life Benefit Annuitant cannot be changed.
<b>Long Life Benefit Commencement Date</b>	The date, as shown on the contract data page, of the first Long Life Benefit Payment. The Long Life Benefit Commencement Date must be prior to the 96 <sup>th</sup> birthday of the Long Life Benefit Annuitant.
<b>Long Life Benefit Payments</b>	Periodic payments that begin on the Long Life Benefit Commencement Date and continue each month for as long as the Long Life Benefit Annuitant is living. The amount of each Long Life Benefit Payment is shown on the contract data page, unless reduced in accordance with this Rider.

### **RIDER PROVISIONS**

#### **Long Life Benefit**

The Rider guarantees that if the Long Life Benefit Annuitant is alive on the Long Life Benefit Commencement Date and the rider charges shown on the contract data page are paid through the 10th Contract Year, we will begin making Long Life Benefit Payments, unless reduced in accordance with this Rider. These payments will continue to the payee (you or someone you choose) as long as the Long Life Benefit Annuitant is alive.

Once elected, this Rider cannot be terminated except as described below.

The Rider can be elected only at the time of application for the Contract to which this Rider is attached. The Long Life Benefit Annuitant must be no younger than age 50 and no older than age 75 at the time the Rider is elected.

## **Misstatement of Age or Sex**

We may require satisfactory proof of age or sex at any time.

Long Life Benefit Payments are based on the age and sex of the Long Life Benefit Annuitant. If the age or sex of the Long Life Benefit Annuitant has been misstated, Long Life Benefit Payments will be based on the corrected information. Underpayments will be made up in a lump sum with the next scheduled payment. Overpayments will be deducted from future payments until the total is repaid. We will not credit interest on underpayments or charge interest on overpayments.

We may require evidence satisfactory to us that the Long Life Benefit Annuitant is living before we make any payment.

## **Termination of Rider**

If the Long Life Benefit Annuitant dies prior to the Long Life Benefit Commencement Date, this Rider will terminate. The date of termination will be the date that proof of death acceptable to us is received at our Home Office. We continue to assess the charge until we receive notice of death. Therefore, notification of the death of the Long Life Benefit Annuitant should be made as promptly as possible. Once terminated, no further rider charges will apply.

This Rider has no cash value and provides no death benefit.

## **Reduced Long Life Benefit Payments**

Long Life Benefit Payments will be reduced if any of the following occur:

- If the entire contract value is withdrawn prior to the 10<sup>th</sup> contract anniversary date.
- If the contract value is annuitized prior to the 10<sup>th</sup> contract anniversary date.
- If the contract value is not sufficient to cover the rider charge in whole or in part for any of the first 10 Contract Years.

If 60 days prior to a contract anniversary your contract value is not sufficient to cover the rider charge, we will provide you with written notice of the deficit and allow you to make additional Purchase Payments to the Contract so the rider charge can be assessed. For this purpose, we will waive the \$10,000 minimum Purchase Payment requirement in order to allow you to make such additional Purchase Payments. If on a contract anniversary the contract value remains insufficient to take the full rider charge, we will not take the charge and will reduce your Long Life Benefit Payments. The Contract will remain in force and no further rider charges will be taken. Once reduced, the payments cannot be restored to the amount originally shown on your initial contract data page.

These reduced Long Life Benefit Payments will be paid in lieu of the original Long Life Benefit Payments shown on the initial contract data page. We will send a new contract data page reflecting the new Long Life Benefit Payment. The Long Life Benefit Commencement Date will remain the same. If the reduced Long Life Benefit Payments are less than \$[500] per month, we may change the frequency of the Long Life Benefit Payments.

The reduced Long Life Benefit Payments will be based on an accumulation value calculated using the rider charges previously paid. The accumulation value is calculated as eighty-seven and one-half percent (87.5%) of the rider charges paid, less fifty dollars (\$50) per year, accumulated to the end of the deferral period at three percent (3%) per year. Annuity factors are applied to this accumulation value in order to calculate the reduced Long Life Benefit Payments. Minimum annuity factors are based on the "Fixed Annuity Purchase Rate Table" in your Contract.

## Rider Charge

The rider charge is shown under "Insurance Charges" on the contract data page. The charge varies by the Long Life Benefit Annuitant's age and sex, the deferral period, the Long Life Benefit Payment, and the amount of the first year Purchase Payments. The rider charge will be deducted pro-rata from each Sub-Account on the contract anniversary for the first 10 Contract Years. It will never be greater than the maximum charge of 5% of the Purchase Payments made to your contract in the first Contract Year and will never change, other than as described herein below, once the Rider has been issued. Prior to your first contract anniversary, we calculate the amount of Purchase Payments received to date and determine if the Rider charge to be assessed on your contract anniversary exceeds 5% of that amount. If we determine that the charge exceeds 5% of the Purchase Payments you have made to date, we will provide written notice to you indicating the additional Purchase Payments needed so your charge does not exceed the 5% maximum. For this purpose, we will waive the \$10,000 minimum Purchase Payment requirement in order to allow you to make such additional Purchase Payments. We will also provide the amount of the recalculated Long Life Benefit Payments if you choose not to make additional Purchase Payments to your contract. Written notice will be given 60 days prior to your contract anniversary. If you choose not to make additional Purchase Payments to your contract, we will send a new contract data page reflecting the new rider charge and the now lower Long Life Benefit Payment.

All other terms and conditions of the Contract remain unchanged.

Symetra Life Insurance Company



[George Pagos]

[Secretary]

## CONTRACT DATA PAGE

**PRODUCT:** [TBD® Variable Annuity – Section 457 Plan]

**OWNER:** [Any City Retirement Fund]  
Address: [1234 Main St.]  
[Any City, ST 99999-9999]

**ANNUITANT:** [John Doe]  
Address: [12345 Main St.]  
[Any City, ST 99999-9999]  
Date of Birth: [1/01/1970]  
Age: [35]  
Sex: [Male]

**CONTRACT NUMBER:** [LP12345678]

**CONTRACT DATE:** [5/01/2005]

**ANNUITY DATE:** Before [1/01/2066]

**INITIAL PURCHASE PAYMENT:** [\$50,000]

**GUARANTEED MINIMUM DEATH BENEFIT  
AGE EXTENSION RIDER:** [Yes or No]

**[CAPITAL PRESERVATION RIDER EFFECTIVE DATE:** [5/01/2005]]

**[CAPITAL PRESERVATION RIDER  
7 YEAR TERM [Yes or No]  
10 YEAR TERM [Yes or No]]**

**DELIVERED IN THE STATE OF [Any State] AND GOVERNED BY ITS LAWS.**

**MAXIMUM ISSUE AGE:** [85]. The contract date must be prior to the Annuitant's (including any joint Annuitant's) [86<sup>th</sup>] birthday.

**MAXIMUM ANNUITIZATION AGE:** [95]. Annuity payments must begin prior to the Annuitant's (including any joint Annuitant's) [96<sup>th</sup>] birthday.

**MINIMUM INITIAL PURCHASE PAYMENT:** [\$10,000]

**MINIMUM SUBSEQUENT PURCHASE PAYMENT:** [\$10,000]

## **INSURANCE CHARGES:**

**MORTALITY AND EXPENSE RISK CHARGE:** Equal on an annual basis to [0.95%] of the average daily net assets of each Sub-account.

**ASSET-RELATED ADMINISTRATION CHARGE:** Equal on an annual basis of the average daily net assets of each Sub-account as follows:

[0.40%] if Contract value is less than [\$100,000]

[0.35%] if Contract value is between [\$100,000] and [\$249,999.99]

[0.25%] if Contract value is between [\$250,000] and [\$499,999.99]

[0.15%] if Contract value is between [\$500,000] and [\$999,999.99]

[0.05%] if Contract values exceed [\$1,000,000]

The Contract value at the start of the current Contract Year will determine the Asset-Related Administration Charge to be applied to the Contract for that Contract Year.

**GUARANTEED MINIMUM DEATH BENEFIT AGE EXTENSION RIDER CHARGE:** Equal on an annual basis to [0.10%] of the average daily net assets of each Sub-account.

## **[CAPITAL PRESERVATION RIDER CHARGE:**

**7 YEAR TERM** Equal on an annual basis to [0.95%], assessed pro-rata on a quarterly basis from each Sub-account. The maximum charge will never exceed 2.25% of the average daily net assets of each Sub-account.

**10 YEAR TERM** Equal on an annual basis to [0.60%], assessed pro-rata on a quarterly basis from each Sub-account. The maximum charge will never exceed 1.75% of the average daily net assets of each Sub-account.]

**ANNUAL ADMINISTRATION MAINTENANCE CHARGE:** \$[40] each Contract Year. The charge may be changed prior to the Annuity Date, but will never exceed \$50 per Contract Year. The charge will not be deducted if the contract value is [\$50,000] or more when the charge is to be deducted.

**MINIMUM WITHDRAWAL:** [\$500]. You must withdraw the entire amount out of an investment option if, after a withdrawal, the remaining balance in the investment option would be less than [\$500]. The entire contract value must be withdrawn and your Contract will terminate if, after a withdrawal, the remaining contract value would be less than [\$5,000].

**SURRENDER CHARGE:**

Complete Elapsed Number of Years From Receipt of Purchase Payment	Surrender Charge As A Percentage Of Purchase Payments Withdrawn
0	7%
1	7%
2	7%
3	6%
4	6%
5	5%
6	4%
7 or more	0%

**WITHDRAWAL CHARGE:** [\$25] for each withdrawal after the first withdrawal in a Contract Year. We will not charge for annuity payments, repetitive withdrawals through electronic funds transfer (EFT), or if the entire Contract value is withdrawn.

**TRANSFERS:** The minimum amount that can be transferred out of any investment option at one time is [\$50], or the entire value of the investment option if less. The entire amount of the investment option must be transferred if, after a transfer, the remaining balance would be less than [\$500]. The minimum amount that can be transferred into any investment option is [\$50].

**TRANSFER CHARGE:** Each Contract Year, [12] transfers are free of charge. For each transfer after the [12<sup>th</sup>] transfer in a Contract Year, the transfer charge is [\$10] or 2% of the amount transferred, whichever is less.

**PREMIUM TAXES:** As of the contract date, premium taxes are not charged in the state in which the Contract was delivered. However, if we ever incur such taxes, we reserve the right to make a deduction from the Contract for the payment of the premium taxes assessed in connection with the Contract.

**SEPARATE ACCOUNT:** [Symetra Separate Account C]

**ELIGIBLE INVESTMENTS:**

- [1. Fidelity VIP Money Market Portfolio - Initial Class]
- [2. Vanguard VIF - International Portfolio]
- [3. Vanguard VIF - REIT Index Portfolio]
- [4. Vanguard VIF - Mid-Cap Index Portfolio]
- [5. Vanguard VIF - Total Stock Market Index Portfolio]
- [6. Fidelity VIP Index 500 Portfolio - Initial Class]
- [7. Vanguard VIF - High Yield Bond Portfolio]
- [8. Vanguard VIF - Total Bond Market Index Portfolio]
- [9. Vanguard VIF - Balanced Portfolio]
- [10. DWS Small Cap Index VIP - Class A Shares]
- [11. Ibbotson Aggressive Growth ETF Asset Allocation Portfolio - Class I]
- [12. Ibbotson Growth ETF Asset Allocation Portfolio - Class I]
- [13. Ibbotson Balanced ETF Asset Allocation Portfolio - Class I]
- [14. Ibbotson Income and Growth ETF Asset Allocation Portfolio - Class I]
- [15. Ibbotson Conservative ETF Asset Allocation Portfolio - Class I]

**ANNUITY SERVICE OFFICE:**

**Home Office:**

Symetra Life Insurance Company  
[Retirement Services]  
[777 108<sup>th</sup> Avenue NE Suite 1200]  
[Bellevue, WA 98004-5135]

**Mailing Address:**

Symetra Life Insurance Company  
[Retirement Services]  
[P.O. Box 3882]  
[Seattle, WA 98124-3882]

**Telephone:** [800-SYMETRA]

[800-796-3872]

**Fax:** [425-256-5599]

**CONTRACT DATA PAGE**

**PRODUCT:** [Symetra® Focus Variable Annuity]

**OWNER:** [John Doe]  
Address: [1234 Main St.]  
[Any City, ST 99999-9999]  
Date of Birth: [1/01/1970]  
Age: [35] Sex: [Male]

**JOINT OWNER:** [Jane Doe]  
Address: [1234 Main St.]  
[Any City, ST 99999-9999]  
Date of Birth: [2/01/1970]  
Age: [35] Sex: [Female]

**ANNUITANT:** [John Doe]  
Address: [1234 Main St.]  
[Any City, ST 99999-9999]  
Date of Birth: [1/01/1970]  
Age: [35] Sex: [Male]

**JOINT ANNUITANT:** [Jane Doe]  
Address: [1234 Main St.]  
[Any City, ST 99999-9999]  
Date of Birth: [2/01/1970]  
Age: [35] Sex: [Female]

**[LONG LIFE BENEFIT ANNUITANT:** [John Doe]  
Address: [1234 Main St.]  
[Any City, ST 99999-9999]  
Date of Birth: [1/01/1970]  
Age: [35] Sex:[Male]

**CONTRACT NUMBER:** [LP12345678]

**CONTRACT DATE:** [5/01/2005]

**ANNUITY DATE:** Before [1/01/2066]

**INITIAL PURCHASE PAYMENT:** [\$50,000]

**GUARANTEED MINIMUM DEATH BENEFIT  
AGE EXTENSION RIDER:** [Yes or No]

**[CAPITAL PRESERVATION RIDER EFFECTIVE DATE:** [5/01/2005]]

**[CAPITAL PRESERVATION RIDER  
7 Year Term [Yes or No]  
10 Year Term [Yes or No]]**

**[GUARANTEED LONG LIFE BENEFIT RIDER [Yes or No]]**

**[LONG LIFE BENEFIT COMMENCEMENT DATE:** [May 1, 2030]]

**[LONG LIFE BENEFIT PAYMENT:** [\$1,000] per month]

**DELIVERED IN THE STATE OF [Any State]**

**AND GOVERNED BY ITS LAWS.**

**MAXIMUM ISSUE AGE:** [85]. The contract date must be prior to the Owner's and Annuitant's (including any Joint Owner's and Joint Annuitant's) [86<sup>th</sup>] birthday.

**MAXIMUM ANNUITIZATION AGE:** [95]. Annuity payments must begin prior to the Annuitant's (including any Joint Annuitant's) [96<sup>th</sup>] birthday.

**MINIMUM INITIAL PURCHASE PAYMENT:** [\$10,000]

**MINIMUM SUBSEQUENT PURCHASE PAYMENT:** [\$10,000]

**INSURANCE CHARGES:**

**MORTALITY AND EXPENSE RISK CHARGE:** Equal on an annual basis to [0.95%] of the average daily net assets of each Sub-account.

**ASSET-RELATED ADMINISTRATION CHARGE:** Equal on an annual basis of the average daily net assets of each Sub-account as follows:

[0.40%] if contract value is less than [\$100,000]

[0.35%] if contract value is between [\$100,000 and \$249,999.99]

[0.25%] if contract value is between [\$250,000 and \$499,999.99]

[0.15%] if contract value is between [\$500,000 and \$999,999.99]

[0.05%] if contract value equal or exceeds [\$1,000,000]

The contract value at the start of the current Contract Year will determine the asset-related administration charge to be applied to the Contract for that Contract Year.

**GUARANTEED MINIMUM DEATH BENEFIT AGE EXTENSION RIDER CHARGE:** Equal on an annual basis to [0.10%] of the average daily net assets of each Sub-account.

**[CAPITAL PRESERVATION RIDER CHARGE:**

**7 YEAR TERM** Equal on an annual basis to [0.95%], assessed pro-rata on a quarterly basis from each Sub-account. The maximum charge for this Rider will never exceed 2.25% of the average daily net assets of each Sub-account.

**10 YEAR TERM** Equal on an annual basis to [0.60%], assessed pro-rata on a quarterly basis from each Sub-account. The maximum charge for this Rider will never exceed 1.75% of the average daily net assets of each Sub-account.]

**[GUARANTEED LONG LIFE BENEFIT RIDER CHARGE:** \$[5,000] (this equals [5%] of the first year Purchase Payments). This rider charge is taken on each of the 1<sup>st</sup> ten contract anniversaries and will never change other than in accordance with the Guaranteed Long Life Benefit Rider provisions. This rider charge will never exceed 5% of the Purchase Payments made to your contract in the first Contract Year.]

**ANNUAL ADMINISTRATION MAINTENANCE CHARGE:** [\$40] each Contract Year. The charge may be changed prior to the Annuity Date, but will never exceed \$50 per Contract Year. The charge will not be deducted if the contract value is [\$50,000] or more when the charge is to be deducted.

**MINIMUM WITHDRAWAL:** [\$500]. You must withdraw the entire amount out of an investment option if, after a withdrawal, the remaining balance in the investment option would be less than [\$500]. You must withdraw the entire contract value and your Contract will terminate if, after a withdrawal, the remaining contract value would be less than [\$5,000].

**SURRENDER CHARGE SCHEDULE:**

Complete Years Elapsed Since Receipt of Purchase Payment	Surrender Charge As A Percentage Of Purchase Payments Withdrawn
0	7%
1	7%
2	7%
3	6%
4	6%
5	5%
6	4%
7 or more	0%

**WITHDRAWAL CHARGE:** [\$25] for each withdrawal after the first withdrawal in a Contract Year. We will not charge for annuity payments, repetitive withdrawals through electronic funds transfer (EFT), or if the entire contract value is withdrawn.

**TRANSFERS:** The minimum amount you can transfer out of any investment option at one time is [\$500], or the entire value of the investment option if less. You must transfer the entire amount of the investment option if, after a transfer, the remaining balance would be less than [\$500]. The minimum amount you can transfer into any investment option is [\$50].

**TRANSFER CHARGE:** Each Contract Year, 12 transfers are free of charge. For each transfer after the 12<sup>th</sup> transfer in a Contract Year, the transfer charge is [\$10] or [2%] of the amount transferred, whichever is less.

**PREMIUM TAXES:** As of the contract date, premium taxes are not charged in your state. However, if we ever incur such taxes, we reserve the right to make a deduction from your Contract for the payment of the premium taxes assessed in connection with your Contract.

**SEPARATE ACCOUNT:** [Symetra Separate Account C]

**ELIGIBLE INVESTMENTS:**

- [1. Fidelity VIP Money Market Portfolio - Initial Class]
- [2. Vanguard VIF - International Portfolio]
- [3. Vanguard VIF - REIT Index Portfolio]
- [4. Vanguard VIF - Mid-Cap Index Portfolio]
- [5. Vanguard VIF - Total Stock Market Index Portfolio]
- [6. Fidelity VIP Index 500 Portfolio - Initial Class]
- [7. Vanguard VIF - High Yield Bond Portfolio]
- [8. Vanguard VIF - Total Bond Market Index Portfolio]
- [9. Vanguard VIF - Balanced Portfolio]
- [10. DWS Small Cap Index VIP - Class A Shares]
- [11. Ibbotson Aggressive Growth ETF Asset Allocation Portfolio - Class I]
- [12. Ibbotson Growth ETF Asset Allocation Portfolio - Class I]
- [13. Ibbotson Balanced ETF Asset Allocation Portfolio - Class I]
- [14. Ibbotson Income and Growth ETF Asset Allocation Portfolio - Class I]
- [15. Ibbotson Conservative ETF Asset Allocation Portfolio - Class I]

**ANNUITY SERVICE OFFICE:**

**Home Office:**

Symetra Life Insurance Company  
[Retirement Services]  
[777 108<sup>th</sup> Avenue NE Suite 1200]  
[Bellevue, WA 98004-5135]

**Mailing Address:**

Symetra Life Insurance Company  
[Retirement Services]  
[P.O. Box 3882]  
[Seattle, WA 98124-3882]

**Telephone:** [800-SYMETRA]

[800-796-3872]

**Fax:** [425-376-5599]

**SYMETRA FOCUS VARIABLE ANNUITY APPLICATION**

<b>Owner</b> <i>All policyholder correspondence will be sent to this address.</i>				Name (first, middle initial, last)		SSN	
				Address (number and street, city, state, zip)		Phone No. (include area code)	
Date of Birth		Trust <input type="checkbox"/>	Sex <input type="checkbox"/> M <input type="checkbox"/> F	Marital Status			
<b>Joint Owner</b> <i>Optional, nonqualified annuities only. [Not available with Long Life Benefit Rider]</i>				Name (first, middle initial, last)		SSN	
				Address (number and street, city, state, zip)		Phone No. (include area code)	
Date of Birth		Trust <input type="checkbox"/>	Sex <input type="checkbox"/> M <input type="checkbox"/> F	Marital Status			
<b>Annuitant</b> <i>If different from the owner(s).</i>				Name (first, middle initial, last)		SSN	
				Address (number and street, city, state, zip)		Phone No. (include area code)	
Date of Birth		Trust <input type="checkbox"/>	Sex <input type="checkbox"/> M <input type="checkbox"/> F	Marital Status			

**Owner's Beneficiary Designation** *In the event of death of owner, surviving joint owner becomes primary beneficiary.*

<b>Beneficiary(ies)</b> <i>List any additional beneficiaries on a separate page, signed and dated by the owner(s).</i> P - primary    C - contingent	<input type="checkbox"/> P	Name (first, middle initial, last)	SSN	Relationship to Owner	Percentage(%)
	<input type="checkbox"/> P				
	<input type="checkbox"/> C				
<b>Plan Type</b>		<input type="checkbox"/> IRA <input type="checkbox"/> Roth IRA* <input type="checkbox"/> SEP IRA* <input type="checkbox"/> SIMPLE IRA*	<input type="checkbox"/> Nonqualified <input type="checkbox"/> 403(b) TSA <input type="checkbox"/> 457 Deferred Compensation <input type="checkbox"/> 457(f)	Initial Purchase Payment \$ _____ * First tax year contribution made: Year _____	

**Transfer Information**     IRC 1035 Exchange     Non-Direct Rollover     Direct Rollover     Direct Transfer

**TSA, 457, SEP and SIMPLE Plans only**    Employer Name \_\_\_\_\_

**Investment Instructions**    Purchase Payments may initially be allocated to the Fidelity VIP Money Market Portfolio – Initial Class and then will be allocated according to your investment instructions below. Use only whole percentages and the totals must equal 100%.

Initial Purchase Payment	Subsequent Purchase Payments	Scheduled Transfers	Investment Options
%	%	%	[DWS Small Cap Index VIP – Class A Shares]
%	%	%	[Fidelity VIP Index 500 Portfolio – Initial Class]
%	%	%	[Fidelity VIP Money Market Portfolio – Initial Class]
%	%	%	[Ibbotson Aggressive Growth ETF Asset Allocation – Class I]
%	%	%	[Ibbotson Balanced ETF Asset Allocation – Class I]
%	%	%	[Ibbotson Conservative ETF Asset Allocation – Class I]
%	%	%	[Ibbotson Growth Asset ETF Allocation – Class I]
%	%	%	[Ibbotson Income and Growth ETF Asset Allocation – Class I]
%	%	%	[Vanguard VIF – Balanced Portfolio]
%	%	%	[Vanguard VIF – High Yield Bond Portfolio]
%	%	%	[Vanguard VIF – International Portfolio]
%	%	%	[Vanguard VIF – Mid-Cap Index Portfolio]
%	%	%	[Vanguard VIF – REIT Index Portfolio]
%	%	%	[Vanguard VIF – Total Bond Market Index Portfolio]
%	%	%	[Vanguard VIF – Total Stock Market Index Portfolio]

**Scheduled Transfers**

- Dollar Cost Averaging:** I elect to transfer \$ \_\_\_\_\_ (\$[500] minimum) from the \_\_\_\_\_ Sub-Account  monthly **or**  quarterly to the Sub-Accounts listed on Page 1 in the “Scheduled Transfers” column. The minimum amount of transfer into a Sub-Account is \$[50].
- Appreciation Sweep** (\$[10,000] minimum money market account value required): I elect to have the appreciation of the Fidelity VIP Money Market Portfolio – Initial Class transferred  monthly **or**  quarterly **or**  semi-annually **or**  annually to the Sub-Accounts listed on Page 1 in the “Scheduled Transfers” column. Appreciation Sweep cannot be used to transfer money to the [Fidelity VIP Money Market Portfolio – Initial Class].
- Sub-Account Rebalancing** (\$[10,000] minimum contract value required): I elect to rebalance the portion of my contract value  quarterly **or**  semiannually **or**  annually according to the percentages listed on Page 1 in the “Scheduled Transfers” column.

**Optional Rider**

- Guaranteed Minimum Death Benefit Age Extension Rider** – This extends the guaranteed minimum death benefit to age 95. **It is only available at the time of purchase.** Once selected, it cannot be revoked. In order to select this rider, the Owner (Annuitant for 457 Plans) must be under age [75]. There is an annual charge for this rider. See the prospectus or Contract for complete details.
- [Capital Preservation Rider** – This rider provides a guarantee that the contract value at the end of a (select one)  7 year  10 year term will not be less than the contract value at the beginning of that term. Once elected, this rider cannot be revoked. The entire contract value must be allocated to the investment options listed below. This rider can be elected at issue or on any Contract Anniversary. There is an annual charge for this rider. See the prospectus or Contract for more details.]

Initial Purchase Payment	Subsequent Purchase Payments	Scheduled Transfers	Investment Options
%	%	%	[Ibbotson Aggressive Growth ETF Asset Allocation – Class I]
%	%	%	[Ibbotson Balanced ETF Asset Allocation – Class I]
%	%	%	[Ibbotson Conservative ETF Asset Allocation – Class I]
%	%	%	[Ibbotson Growth Asset ETF Allocation – Class I]
%	%	%	[Ibbotson Income and Growth ETF Asset Allocation – Class I]

- [Guaranteed Long Life Benefit Rider** – This rider guarantees if the Long Life Benefit Annuitant is alive on the Long Life Benefit Commencement Date, we will begin making periodic Long Life Benefit Payments as long as the Long Life Benefit Annuitant is alive. In order to select this rider, the Long Life Benefit Annuitant must be at least 50 years of age but not over 75 years of age. Once selected, it cannot be revoked. There is an annual charge for this rider during the first 10 contract years. See the prospectus or contract for complete details. The current age of the Long Life Benefit Annuitant plus the deferral period cannot exceed 95.

**This rider may only be elected at the time of issue and is available for nonqualified contracts only. If the owner is a natural person, the Long Life Benefit Annuitant will be the owner. In the case of a non-natural owner, the Annuitant listed on the application is required to be the Long Life Benefit Annuitant. This rider cannot be elected with joint owners, or if a non-natural owner, joint annuitants.]**

[Long Life Benefit Payment Amount

\$ \_\_\_\_\_/month  
(Minimum \$[500]/month; Maximum \$[40,000]/month)]

[Deferral Period (Select One)

15 yr  20 yr  25 yr  30 yr  35 yr]

**Telephone Transfer Authorization**

I/we hereby authorize Symetra to accept and act on telephone instructions from me or any person(s) listed below regarding the transfer of funds between investment options of this contract. This authorization will remain in effect until Symetra receives written revocation from me.

Symetra will employ reasonable procedures to confirm that instructions communicated by telephone are genuine. Symetra reserves the right to refuse telephone instructions from any caller if we are unable to confirm to our satisfaction that the caller is authorized to give those instructions.

To transfer by telephone, call Symetra at [1-800-796-3872]. All telephone calls will be recorded. You or your authorized third party will be required to provide the identification information listed below. Written confirmation of transfer transaction(s) will be mailed to you.

Unless otherwise indicated, this form does not permit anyone else to exercise discretionary authority to effect transactions on your behalf without obtaining your prior authorization.

Full Name of Authorized Third Party: \_\_\_\_\_

Identification Information: \_\_\_\_\_  
Owner's mother's maiden name Joint Owner's mother's maiden name

**Owner's Statement and Signatures**

**Have you received a current prospectus?**  Yes  No

Do you have any existing life insurance or annuity contracts with this or any other company?

Yes (complete any state specific replacement forms, if required)  No

Will this contract replace any existing annuity or insurance contract with this or any other company?

Yes (complete the following and submit state specific replacement forms, if required)  No

Company Name	Contract No.
_____	_____
Company Name	Contract No.
_____	_____

I declare that the statements and answers on this application are full, complete, and true, to the best of my knowledge and belief, and shall form a part of the annuity contract issued hereon. I understand and agree that any fees or taxes will be deducted from my purchase payments or contract value, as applicable.

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading information concerning any fact material thereto, may be guilty of insurance fraud.

**I understand that when benefits are based on investment performance of the Separate Account, the dollar amounts of any benefits are on a variable basis and may increase or decrease based on the experience of the Separate Account. I understand they cannot be predicted or guaranteed as to fixed dollar amount.** With this in mind, I believe that the Contract is consistent with my financial needs.

**[If I have selected the Guaranteed Long Life Benefit Rider, I understand that my rider charge is related to the Long Life Benefit Payment amount selected. I understand over time the rider charge may reduce my contract value to zero as the rider charges are assessed over the first ten Contract Years. I also understand if the contract value is insufficient in any one or more of the first ten Contract Years for the rider charge to be assessed, it will result in a reduced Long Life Benefit Payment, which may be significantly less than the Long Life Benefit Payment amount requested on this application.]**

Owner's Signature	Joint Owner's Signature (if applicable)
_____	_____
Signed at (city, state)	Date
_____	_____

**Agency Statement**

Mail contract directly to:

- Owner
- Agent's office for delivery to owner

To the best of your knowledge does the owner have any existing annuity or life insurance policies or contracts?

Yes (complete any state specific replacement forms, if required)  No

Do you have any reason to believe the annuity applied for will replace or change any existing annuity or life insurance?

Yes (complete any state specific replacement forms, if required)  No

Did the agent/registered representative present and leave the applicant insurer-approved sales material?

Yes  No

I have reviewed the applicant's financial status and objective and find this coverage is appropriate for his/her needs.

Licensed Agent's Signature	Date	Agency Name and Phone No.
_____	_____	_____
Licensed Agent (print name)	State License No.	Agent No.
_____	_____	_____

This is a legal Contract between the Owner (referred to in this Contract as "you" and "your") and Symetra Life Insurance Company (referred to in this Contract as "Symetra", "our", "us", and "we"). Symetra is a stock company with its Home Office in [Bellevue, Washington].

This Contract is issued in consideration of the application and payment of the initial Purchase Payment. Symetra will make annuity payments, beginning on the Annuity Date, or pay a death benefit, subject to the terms of this Contract. Symetra has executed and attested this Contract as of the contract date at our Home Office in [Bellevue, Washington].

**If you have questions, comments, or complaints, please contact Symetra at [800-SYMETRA (800-796-3872)].**

**READ YOUR CONTRACT CAREFULLY**

**Right to Examine the Contract: [New Sales & Replacement Sales: "If for any reason you are not satisfied with this Contract, it may be returned within 10 days from the date it was received to Symetra or to the registered representative who sold this Contract. When we receive this Contract, we will refund the Contract Value. This may be more or less than the Purchase Payments."]**

Signed for Symetra Life Insurance Company by:



George Pagos  
Secretary



Randall H. Talbot  
President

**INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY  
NON-PARTICIPATING**

**THIS IS A VARIABLE ANNUITY CONTRACT. WHEN YOUR CONTRACT VALUE AND ANNUITY PAYMENTS ARE BASED ON THE INVESTMENT EXPERIENCE OF THE PORTFOLIOS, THE DOLLAR AMOUNTS ARE NOT GUARANTEED AND WILL INCREASE OR DECREASE. SURRENDER CHARGES MAY APPLY TO EARLY WITHDRAWALS FROM THE CONTRACT. SEE "SURRENDER CHARGE" IN THE CONTRACT AND THE DATA PAGE FOR DETAILS. TRANSFERS BETWEEN INVESTMENT OPTIONS ARE SUBJECT TO RESTRICTIONS. SEE "TRANSFERS" IN THE CONTRACT AND DATA PAGE FOR DETAILS. THIS CONTRACT CONTAINS A WAIVER OF SURRENDER CHARGE IN CERTAIN CIRCUMSTANCES. REFER TO "SURRENDER CHARGE" AND "WAIVER OF SURRENDER CHARGE UPON CONFINEMENT:PROVISIONS AND RESTRICTIONS" FOR DETAILS. THE GUARANTEED LONG LIFE BENEFIT RIDER DOES NOT PROVIDE A DEATH BENEFIT OR CASH SURRENDER BENEFIT, AND DOES NOT PROVIDE A LONG LIFE BENEFIT PRIOR TO THE LONG LIFE BENEFIT COMMENCEMENT DATE.**

*SERFF Tracking Number:* SYMX-125718125      *State:* Arkansas  
*Filing Company:* Symetra Life Insurance Company      *State Tracking Number:* 39487  
*Company Tracking Number:* AV AR0000310F01  
*TOI:* A031 Individual Annuities - Deferred Variable      *Sub-TOI:* A031.002 Flexible Premium  
*Product Name:* RSE-0027 5/08 Guaranteed Long Life Benefit Rider  
*Project Name/Number:* RSE-0027 5/08 Guaranteed Long Life Benefit Rider/AV AR0000310F01

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: SYMX-125718125 State: Arkansas  
Filing Company: Symetra Life Insurance Company State Tracking Number: 39487  
Company Tracking Number: AV AR0000310F01  
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium  
Product Name: RSE-0027 5/08 Guaranteed Long Life Benefit Rider  
Project Name/Number: RSE-0027 5/08 Guaranteed Long Life Benefit Rider/AV AR0000310F01

## Supporting Document Schedules

**Review Status:**

**Satisfied -Name:** Statement of Variability **07/01/2008**  
**Comments:**  
**Attachment:**  
Statement of Variability.PDF

**Review Status:**

**Satisfied -Name:** Certification/Notice **07/01/2008**  
**Comments:**  
**Attachment:**  
Certification.PDF

**Review Status:**

**Satisfied -Name:** Application **07/01/2008**  
**Comments:**  
The application we will be using is attached to the forms tab.

## STATEMENT OF VARIABILITY

The following items are noted as being variable:

Company Address	In the future, our address may change.
Company Phone Number	In the future, our phone number may change.
Web Site Address	In the future, a different web site address may be used.
Officer Signatures	In the future, different officers may be designated.
Portfolio Names	Portfolio names are noted as variable as we may add or delete portfolios as investment options or the fund companies may change the names of the portfolios they offer.
Capital Preservation Rider	This is an optional rider that the policyholder may choose which will guarantee the contract value.
Guaranteed Long Life Benefit Rider	This is an optional rider that the policyholder may choose which will guarantee long life benefit payments.
Long Life Benefit Annuitant	If the optional Long Life Benefit rider applies to the annuity, the sole annuity owner is the long life benefit annuitant. Joint owners cannot choose this rider. If the annuity owner is not a person, then the sole annuity annuitant is the long life benefit annuitant. The long life benefit annuitant must be between the ages of 50 and 75 on the annuity issue date. The long life benefit annuitant cannot be changed once the annuity is in effect.
Capital Preservation Rider Effective Date	If the optional Capital Preservation rider applies to the annuity, the annuity owner selects this date. This date can be the issue date of the underlying annuity or a contract anniversary of the underlying annuity. If the annuity owner elected a rider step-up, this date is the date the step-up took effect.
Capital Preservation Rider Term	If the optional Capital Preservation rider applies to the annuity, the owner of the underlying annuity selects the term. Only one of the available terms can be in effect at a time.
Long Life Benefit Commencement Date	If the optional Long Life Benefit rider applies to the annuity, the contract owner selects the long life benefit commencement date during the annuity application process. Initially, the long life benefit commencement date can be between 15 and 35 years after the issue date of the underlying annuity, as long as the long life benefit commencement date is before the long life annuitant's 96 <sup>th</sup> birthday.

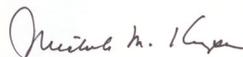
Long Life Benefit Payment	If the optional Long Life Benefit rider applies to the annuity, the contract owner selects the long life monthly benefit amount during the annuity application process. This amount can range from \$500/month to \$40,000/month.
Capital Preservation Rider Charge	Symetra sets these charges to cover expenses and risk. Charges for new Capital Preservation riders can be changed for competitive reasons and to reflect evolving experience and market costs. The charges will never be more than 2.25% on an annual basis for the 7-year rider term and 1.75% on an annual basis for the 10-year rider term. Annuities without the optional Capital Preservation rider will not be charged Capital Preservation rider charges.
Guaranteed Long Life Benefit Rider Charge	This amount is based on the age and sex of the long life annuitant and the long life benefit deferral period that the owner chooses. Similar long life benefits might have different charges if their underlying annuities have different contract dates. This charge will never be more than 5% of first year annuity purchase payments. Annuities without the optional Guaranteed Long Life Benefit rider will not be charged Guaranteed Long Life Benefit rider charges.
Annual Administration Maintenance Charge	The current charge is \$40 each Contract Year. The charge may be changed prior to the Annuity Date but will never exceed \$50 per Contract Year.
Separate Account	The Separate Account name is noted as variable as we may change the name based on what it is called on the prospectus which is filed with the SEC. We may also change the separate account name if the separate account is ever merged, combined, or otherwise substituted with another separate account. If the Separate Account name changes we will file a limited, partial refiling of the specifications page, as long as the new Separate Account does not significantly alter the underlying structure of the contract.
Capital Preservation Rider Name Reduced Frequency Long Life Benefit Threshold	Based on the distributor or bank this name may change. Symetra can change the long life benefit payment frequency when any individual monthly benefit is less than a certain threshold. This threshold can vary from \$100 to \$1,000. Initially, the threshold will be \$500.
Guaranteed Long Life Benefit Rider Name	Based on the distributor or bank this name may change.

CERTIFICATION

THIS IS TO CERTIFY THAT THE ATTACHED FORMS, LISTED BELOW, HAVE BEEN REVIEWED AND TO THE BEST OF MY KNOWLEDGE AND BELIEF MEET THE PROVISIONS OF RULE AND REGULATION 19 AS WELL AS ALL APPLICABLE REQUIREMENTS OF THE ARKANSAS INSURANCE DEPARTMENT.

RSC-0009 5/08  
RSC-0010 5/08  
RSE-0027 5/08  
RSA-0003 5/08  
RSC-0007 LR 5/08

Symetra Focus Contract Data Page  
Symetra Focus 457 Contract Data Page  
Guaranteed Long Life Benefit Rider  
Symetra Focus Application  
Focus with GLLB Contract Face Page



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Michele Kemper  
Vice President  
Symetra Life Insurance Company