

SERFF Tracking Number: SYMX-G126930384 State: Arkansas  
Filing Company: Symetra Life Insurance Company State Tracking Number: 47457  
Company Tracking Number: AR002471000019  
TOI: A07I Individual Annuities - Special Sub-TOI: A07I.001 Equity Indexed  
Product Name: RSC-0341 11/10 - Fixed Indexed Deferred Annuity MV  
Project Name/Number: RS- Retirement Services/AR002471000019

## Filing at a Glance

Company: Symetra Life Insurance Company

Product Name: RSC-0341 11/10 - Fixed Indexed Deferred Annuity MV

TOI: A07I Individual Annuities - Special

Sub-TOI: A07I.001 Equity Indexed

Filing Type: Form

SERFF Tr Num: SYMX-G126930384

SERFF Status: Closed-Approved-Closed

Co Tr Num: AR002471000019

Author: Symetra Life

Date Submitted: 12/06/2010

State: Arkansas

State Tr Num: 47457

State Status: Approved-Closed

Reviewer(s): Linda Bird

Disposition Date: 12/09/2010

Disposition Status: Approved-Closed

Implementation Date:

Implementation Date Requested: 01/03/2011

State Filing Description:

## General Information

Project Name: RS- Retirement Services

Project Number: AR002471000019

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 12/09/2010

Deemer Date:

Submitted By: Symetra Life

Filing Description:

Symetra Life Insurance Company NAIC# 1129-68608 FEIN# 91-0742147

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: This is not filed in our state of domicile yet, but will be soon.

Market Type:

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 12/09/2010

Created By: Symetra Life

Corresponding Filing Tracking Number:

RSC-0341 11/10 Individual Single Premium Fixed Indexed Deferred Annuity Contract with a Market Value Adjustment Feature

RSC-0341 D 11/10 Contract Data Page with MVA

RSA-0024 11/10 Application with MVA

RSC-0342 11/10 Individual Single Premium Fixed Indexed Deferred Annuity Contract

SERFF Tracking Number: SYMX-G126930384 State: Arkansas  
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TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
Product Name: RSC-0341 11/10 - Fixed Indexed Deferred Annuity MV  
Project Name/Number: RS- Retirement Services/AR002471000019

RSC-0342 D 11/10 Contract Data Page with Guaranteed Return of Purchase Payment  
RSC-0350 D 11/10 Contract Data Page without Guaranteed Return of Purchase Payment  
ICC10\_RA3 Application without MVA

This submission contains no unusual or possibly controversial items from normal company or industry standards.

Form RSC-0341 11/10 is a non-registered, non-participating, Individual Single Premium Fixed Indexed Deferred Annuity Contract with a Market Value Adjustment that applies to amounts surrendered. It offers the option of a Fixed Rate Strategy and two Index Crediting Methods which credit interest that is indexed to one of two Indexes: the S&P 500 Index, or the S&P Goldman Sachs Commodities Index. Indexes and Crediting Methods may be added or removed for future Interest Terms subject to approval. As described in the Contract, withdrawals are allowed, however, there may be a Surrender Charge or Market Value Adjustment imposed. Both of these charges may be waived in certain situations as outlined in the contract. Contract Data Page RSC-0341 D 11/10 and application RSA-0024 11/10 will be used with this Contract. In addition, application RSA-0024 11/10 will be used with this Contract.

Form RSC-0342 11/10 is a non-registered, non-participating, Individual Single Premium Fixed Indexed Deferred Annuity Contract. The contract is identical to the above referenced contract without the Market Value Adjustment feature. Two Contract Data Pages may be used with this contract - RSC-0342 D 11/10 offers a Guaranteed Return of Purchase Payment feature, while RSC-0350 D 11/10 does not offer this feature. In addition, application ICC10\_RA3 will be used with this Contract.

#### Index Features

Point-to-Point Crediting Method credited interest is calculated as the increase, if any, in the Index from the beginning of the Interest Term until the end of the Interest Term, up to a stated indexed interest cap. The indexed interest cap is declared in advance, is guaranteed for the Interest Term, and may change in following Interest Terms subject to a guaranteed minimum stated in the contract. Credited interest will never be less than the stated indexed interest floor, which is guaranteed for the life of the contract.

Monthly Average Crediting Method credited interest is calculated as the increase, if any, in the average value of the Index during the Interest Term, as compared to the value as of the beginning of the Interest Term, up to a stated indexed interest cap. The average value is based on the value as of the end of each term month. The indexed interest cap is declared in advance, is guaranteed for the Interest Term, and may change in following Interest Terms subject to a guaranteed minimum stated in the contract. Credited interest will never be less than the stated indexed interest floor, which is guaranteed for the life of the contract.

S&P 500 Index is a widely recognized performance benchmark for the U.S. equity markets. The value of this Index is readily available in industry publications.

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S&P 500 Goldman Sachs Commodities Index is a widely recognized performance benchmark representing broadly diversified commodity futures. The value of this Index is readily available in industry publications.

Participation Rate - No participation rate is defined or specified in the contract so our contract provides a rate equal to the full return (100% participation) of the Index, excluding dividends, subject to a cap.

Cap Rate - The Cap Rate is declared by Symetra on the contract date and applies to the initial Interest Term. At the end of each Interest Term, Symetra will declare a new cap rate, subject to the minimum cap rate shown on the Contract Data Page.

Floor on Indexed Interest - The indexed interest will never be less than the floor shown on the Contract Data Page. The floor will never be less than 0%.

Interest Compounding - The Fixed Account earns interest from the day following receipt of the Purchase Payment up through the date funds are withdrawn or transferred from the Fixed Account. Annual effective interest rates show the effect of daily compounding of interest over a 12-month period.

Margin/Spread/Administrative Fee - The index-linked interest rate is not reduced by margin, spread or administrative fees.

Market Value Adjustment (MVA) - The MVA applicable for contract RSC-0341 11/10 is an amount by which the amount of the Contract Value withdrawn is adjusted. The MVA cannot reduce the cash surrender value below the Guaranteed Minimum Value described in the Contract. The MVA cannot increase the Cash Surrender Value by more than the maximum amount that it could decrease the Cash Surrender Value. The MVA will apply to any full or partial withdrawal during the surrender charge period. The MVA may apply to the death benefit or at annuitization, but only to the extent the Cash Surrender Value (after reflecting any positive MVA) would be higher than the Contract Value that would have otherwise been paid upon death or annuitization.

RSC-0341 11/10 was written to be readable and easily understood by insureds. Form RSC-0341 11/10 with RSC-0341 D 11/10 achieved a flesch score of 53.5.

RSC-0342 11/10 form was written to be readable and easily understood by insureds. Form RSC-0342 11/10 scored with RSC-0342 D 11/10 achieved a flesch score of 52.9. Form RSC-0342 11/10 scored with RSC-0350 D 11/10 achieved a flesch score of 53.1.

Applications RSA-0024 11/10 and ICC10\_RA3 forms were written to be readable and easily understood by insureds. Form RSA-0024 11/10 scored with RSC-0341 11/10 achieved a flesch score of 53.6. Form ICC10\_RA3 scored with RSC-0342 11/10 achieved a flesch score of 53.1.

This product will be marketed as a retirement savings vehicle on a qualified or nonqualified basis via agents and banks that are licensed and appointed by Symetra Life Insurance Company.

The accompanying Statement of Variability provides an explanation of the variable items relevant to the contract,

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Project Name/Number: RS- Retirement Services/AR002471000019

contract data pages and applications in this filing.

The forms are submitted in final print and subject to only minor modification in paper size, stock, ink, border, Company logo and adaptation to electronic media or computer printing. At some point in the future, our Company may decide to change the print system that currently generates the above referenced contract, data page and related contract forms. In this event, it is our understanding that certain print functions pertaining to a new policy print system may slightly alter the appearance and pagination but not the text of the forms.

Should you have any questions, please contact me toll free at (800) 796-3872 ext. 68210, or via electronic mail at raeanne.okeefe@symetra.com.

Sincerely,  
Rae Anne O'Keefe  
Symetra Life Insurance Company  
Insurance Compliance Unit  
(425) 256-8210

## Company and Contact

### Filing Contact Information

Rae Anne O'Keefe, Insurance Compliance Analyst  
raeanne.okeefe@Symetra.com  
P.O. Box 34690 SC-11  
Seattle, WA 98124-1690  
425-256-8000 [Phone] 68210 [Ext]  
425-256-5466 [FAX]

### Filing Company Information

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

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## Filing Fees

Fee Required? Yes  
Fee Amount: \$250.00  
Retaliatory? No  
Fee Explanation: \$50.00 x 5 = \$250.00

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Product Name: RSC-0341 11/10 - Fixed Indexed Deferred Annuity MV  
Project Name/Number: RS- Retirement Services/AR002471000019  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Symetra Life Insurance Company	\$250.00	12/06/2010	42671302
Symetra Life Insurance Company	\$100.00	12/07/2010	42712876

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 Product Name: RSC-0341 11/10 - Fixed Indexed Deferred Annuity MV  
 Project Name/Number: RS- Retirement Services/AR002471000019

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	12/09/2010	12/09/2010

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	12/08/2010	12/08/2010	Symetra Life	12/08/2010	12/08/2010
Pending Industry Response	Linda Bird	12/07/2010	12/07/2010	Symetra Life	12/07/2010	12/07/2010

### Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Individual Single Premium Fixed Indexed Deferred Annuity with Market Value Adjustment Feature Application	Symetra Life	12/08/2010	12/08/2010
Form	Individual Single Premium Fixed Indexed Deferred Annuity Application	Symetra Life	12/07/2010	12/07/2010

*SERFF Tracking Number:* SYMX-G126930384      *State:* Arkansas  
*Filing Company:* Symetra Life Insurance Company      *State Tracking Number:* 47457  
*Company Tracking Number:* AR002471000019  
*TOI:* A071 Individual Annuities - Special      *Sub-TOI:* A071.001 Equity Indexed  
*Product Name:* RSC-0341 11/10 - Fixed Indexed Deferred Annuity MV  
*Project Name/Number:* RS- Retirement Services/AR002471000019

## **Disposition**

Disposition Date: 12/09/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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 Product Name: RSC-0341 11/10 - Fixed Indexed Deferred Annuity MV  
 Project Name/Number: RS- Retirement Services/AR002471000019

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	FIA Statement of Variability		Yes
Supporting Document	FIA MVA Statement of Variability		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Regulation 19s10 certification		Yes
Supporting Document	External Indexed Guidelines certification		Yes
Form	Individual Single Premium Fixed Indexed Deferred Annuity with Market Value Adjustment Feature		Yes
Form	Individual Single Premium Fixed Indexed Deferred Annuity with Market Value Adjustment Feature Contract Data Page		Yes
Form (revised)	Individual Single Premium Fixed Indexed Deferred Annuity with Market Value Adjustment Feature Application		Yes
Form	Individual Single Premium Fixed Indexed Replaced Deferred Annuity with Market Value Adjustment Feature Application		Yes
Form	Individual Single Premium Fixed Indexed Deferred Annuity Contract		Yes
Form	Individual Single Premium Fixed Indexed Deferred Annuity Contract Data Page with Guaranteed Return of Purchase Payment		Yes
Form	Individual Single Premium Fixed Indexed Deferred Annuity Contract Data Page		Yes
Form (revised)	Individual Single Premium Fixed Indexed Deferred Annuity Application		Yes
Form	Individual Single Premium Fixed Indexed Replaced Deferred Annuity Application		Yes

SERFF Tracking Number: SYMX-G126930384 State: Arkansas  
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Company Tracking Number: AR002471000019  
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
Product Name: RSC-0341 11/10 - Fixed Indexed Deferred Annuity MV  
Project Name/Number: RS- Retirement Services/AR002471000019

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 12/08/2010  
Submitted Date 12/08/2010  
Respond By Date 01/10/2011

Dear Rae Anne O'Keefe,

This will acknowledge receipt of the captioned filing.

### Objection 1

Comment: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue. Please assure us that you are in compliance.

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

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

External Indexed contracts are subject to the External Indexed Guidelines. Please furnish certification that this filing is in compliance with these guidelines and certification required by these guidelines.

Please feel free to contact me if you have questions.

Sincerely,  
Linda Bird

SERFF Tracking Number: SYMX-G126930384 State: Arkansas  
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Product Name: RSC-0341 11/10 - Fixed Indexed Deferred Annuity MV  
Project Name/Number: RS- Retirement Services/AR002471000019

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 12/08/2010  
Submitted Date 12/08/2010

Dear Linda Bird,

### Comments:

I am repending to your letter of December 8, 2010.

### Response 1

Comments: Symetra's issue procedures comply with Ark. Code Ann. 23-79-138 and Bulletin 15-2009. Symetra complies with Regulation 49 and provides a Life and Health guaranty notice to each customer. Attached is the certification of compliance with Regulation 19s10b, and the certification of compliance with the external indexed guidelines.

### Related Objection 1

Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue. Please assure us that you are in compliance.

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

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

External Indexed contracts are subject to the External Indexed Guidelines. Please furnish certification that this filing is in compliance with these guidelines and certification required by these guidelines.

### Changed Items:

#### Supporting Document Schedule Item Changes

Satisfied -Name: Regulation 19s10 certification

Comment:

Satisfied -Name: External Indexed Guidelines certification

Comment:

*SERFF Tracking Number:* SYMX-G126930384      *State:* Arkansas  
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*Product Name:* RSC-0341 11/10 - Fixed Indexed Deferred Annuity MV  
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No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thank you for reviewing my filing.

Sincerely,  
Symetra Life

*SERFF Tracking Number:* SYMX-G126930384 *State:* Arkansas  
*Filing Company:* Symetra Life Insurance Company *State Tracking Number:* 47457  
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*Product Name:* RSC-0341 11/10 - Fixed Indexed Deferred Annuity MV  
*Project Name/Number:* RS- Retirement Services/AR002471000019

## **Objection Letter**

Objection Letter Status Pending Industry Response  
Objection Letter Date 12/07/2010  
Submitted Date 12/07/2010  
Respond By Date 01/07/2011

Dear Rae Anne O'Keefe,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$100.00 is received.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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Project Name/Number: RS- Retirement Services/AR002471000019

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 12/07/2010  
Submitted Date 12/07/2010

Dear Linda Bird,

### Comments:

I am responding to your letter of December 7, 2010.

### Response 1

Comments: The additional \$100.00 has been submitted via EFT.

### Related Objection 1

#### Comment:

Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$100.00 is received.

### Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,  
Symetra Life

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 Project Name/Number: RS- Retirement Services/AR002471000019

**Amendment Letter**

Submitted Date: 12/08/2010

**Comments:**

The application has been revised to update the fraud warning.

**Changed Items:**

**Form Schedule Item Changes:**

**Form Schedule Item Changes:**

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
RSA-0024 11/10	Application/EIndividual nrollment Form	Single Premium Fixed Indexed Deferred Annuity with Market Value Adjustment Feature Application	Initial				53.600	RSA-0024_1110_MVA_Application_12082010.PDF

SERFF Tracking Number: SYMX-G126930384 State: Arkansas  
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 Company Tracking Number: AR002471000019  
 TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
 Product Name: RSC-0341 11/10 - Fixed Indexed Deferred Annuity MV  
 Project Name/Number: RS- Retirement Services/AR002471000019

**Amendment Letter**

Submitted Date: 12/07/2010

**Comments:**

Correction of application form number.

**Changed Items:**

**Form Schedule Item Changes:**

**Form Schedule Item Changes:**

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
ICC10_RA3	Application/Enrollment Form	Individual Single Premium Fixed Indexed Deferred Annuity Application	Initial				53.100	ICC10_RA3_No_MVA_Application_20101123.PDF

SERFF Tracking Number: SYMX-G126930384 State: Arkansas  
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 Company Tracking Number: AR002471000019  
 TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
 Product Name: RSC-0341 11/10 - Fixed Indexed Deferred Annuity MV  
 Project Name/Number: RS- Retirement Services/AR002471000019

## Form Schedule

### Lead Form Number: RSC-0341 11/10

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	RSC-0341 11/10	Policy/Contract Certificate	Individual Single Premium Fixed Indexed Deferred Annuity with Market Value Adjustment Feature	Initial		53.500	RSC-0341_1110_MVA_Contract_20101203.PDF
	RSC-0341 D 11/10	Data/Declaration Pages	Individual Single Premium Fixed Indexed Deferred Annuity with Market Value Adjustment Feature Contract Data Page	Initial		53.500	RSC-0341_D_1110_MVA_Data_Page_20101203.PDF
	RSA-0024 11/10	Application/Enrollment Form	Individual Single Premium Fixed Indexed Deferred Annuity with Market Value Adjustment Feature Application	Initial		53.600	RSA-0024_1110_MVA_Application_12082010.PDF
	RSC-0342 11/10	Policy/Contract Certificate	Individual Single Premium Fixed Indexed Deferred Annuity Contract	Initial		52.900	RSC-0342_1110_No_MVA_Contract_20101203.PDF
	RSC-0342 D 11/10	Data/Declaration Pages	Individual Single Premium Fixed Indexed Deferred Annuity Contract Data Page with Guaranteed Return of Purchase Payment	Initial		52.900	RSC-0342_D_1110_GROPP_Data_Page_20101203.PDF

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*Project Name/Number:* RS- Retirement Services/AR002471000019

RSC-0350 D 11/10	Data/Declaration Pages Individual Single Premium Fixed Indexed Deferred Annuity Contract Data Page	Initial	53.100	RSC- 0350_D_1110 _No_GROPP _Data_Page_ 20101203.PD F
ICC10_RA 3	Application/Individual Single Enrollment Premium Fixed Form Indexed Deferred Annuity Application	Initial	53.100	ICC10_RA3_ No_MVA_App lication_2010 1123.PDF

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[Symetra Fixed Indexed Product]

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

The Contract is issued in consideration of the application and payment of the Purchase Payment. Symetra Life will make Annuity Payments to the payee (you or someone you choose), beginning on the Annuity Date, or pay a death benefit to your beneficiary(ies), subject to the terms of the Contract. Symetra Life has executed and attested the Contract as of the Contract Date at our Home Office in Bellevue, Washington.

If you have questions, comments, or complaints, please contact Symetra Life at [1-800-796-3872].

**IMPORTANT**

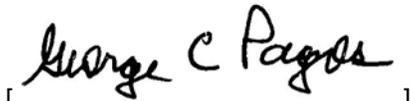
**YOU HAVE PURCHASED AN ANNUITY CONTRACT. CAREFULLY REVIEW IT FOR LIMITATIONS.**

**THE CONTRACT MAY BE RETURNED WITHIN 30 DAYS FROM THE DATE YOU RECEIVED IT FOR A FULL REFUND BY RETURNING IT TO THE INSURANCE COMPANY OR INSURANCE PRODUCER WHO SOLD YOU THE CONTRACT. AFTER 30 DAYS, CANCELLATION MAY RESULT IN SUBSTANTIAL PENALTIES KNOWN AS A SURRENDER CHARGE AND A MARKET VALUE ADJUSTMENT.**

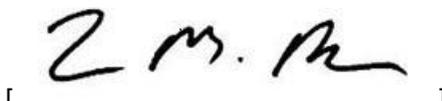
**INDIVIDUAL SINGLE PREMIUM FIXED INDEXED DEFERRED ANNUITY  
WITH MARKET VALUE ADJUSTMENT FEATURE**

**THE CONTRACT HAS FIXED AND INDEXED ACCOUNTS. INTEREST CREDITS FOR INDEXED ACCOUNTS ARE AFFECTED BY THE VALUE OF OUTSIDE INDEXES. VALUES AND BENEFITS BASED ON THE PERFORMANCE OF ANY INDEX ARE NOT GUARANTEED AND MAY INCREASE OR DECREASE. THE CONTRACT DOES NOT DIRECTLY PARTICIPATE IN ANY OUTSIDE INVESTMENT. WHEN THE CONTRACT VALUE IS WITHDRAWN, PAID AS A DEATH BENEFIT, OR ANNUITIZED IT MAY BE SUBJECT TO A SURRENDER CHARGE AS SET FORTH ON THE CONTRACT DATA PAGE ON PAGE 1 AND IN THE CONTRACT ON PAGE 9 AND TO A MARKET VALUE ADJUSTMENT THAT CAN RESULT IN EITHER AN UPWARD OR DOWNWARD ADJUSTMENT ON ANY WITHDRAWAL OF THE CONTRACT VALUE AS SET FORTH IN THE CONTRACT ON PAGE 8. THE CONTRACT IS NON-PARTICIPATING AND INCLUDES BENEFITS WAIVING SURRENDER CHARGES AND ANY MARKET VALUE ADJUSTMENT.**

Signed for Symetra Life Insurance Company by:



[George C. Pagos]  
Secretary



[Thomas M. Marra]  
President

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## DEFINITIONS

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<b>Accumulation Phase</b>	The period between the Contract Date shown on the contract data page and the Annuity Date.
<b>Allocation Date</b>	The date when the Purchase Payment is allocated between the Fixed Account and Indexed Accounts. Allocation will occur on the 7th, 14th, 21st, or 28th calendar day of the month, whichever is immediately following the Contract Date. If this date is not a Business Day, the Allocation Date will be the next Business Day.
<b>Annuity Payments</b>	A series of periodic payments under the Contract that begins on the Annuity Date and continues for a specified period of time.
<b>Annuity Date</b>	The date you elect to apply your Contract Value to an annuity payment option.
<b>Business Day</b>	Any day that the New York Stock Exchange is open for regular trading.
<b>Contract</b>	This individual fixed indexed deferred annuity that is an agreement between Symetra Life and you and is held in Symetra Life's general account.
<b>Contract Anniversary</b>	Any calendar year anniversary of the Contract Date.
<b>Contract Date</b>	The first date the Contract is in force and the date from which we measure the Contract Anniversaries. The Contract Date is shown on the contract data page.
<b>Contract Value</b>	Contract Value is defined in the "Contract Value and Interest Crediting" section of the Contract.
<b>Contract Year</b>	A 12-month period starting on the Contract Date or on an anniversary of that date.
<b>Fixed Account</b>	The option in the Contract that provides for interest that is credited and compounded daily.
<b>Guaranteed Minimum Value</b>	The minimum value that will be applied toward Annuity Payments, paid to a beneficiary upon death of the owner, or paid upon a total withdrawal of the Contract Value. The Guaranteed Minimum Value is described on the contract data page.
<b>Home Office</b>	Our address where communications must be sent as shown on the contract data page.
<b>Income Phase</b>	The period beginning on the Annuity Date during which the payee receives Annuity Payments.
<b>Index</b>	A publicly available measurement used to determine the indexed interest for a particular Indexed Account.
<b>Indexed Account</b>	An option in the Contract that provides interest determined by an Index. Each Indexed Account has its own Index, crediting method and indexed account value.
<b>Index Value</b>	The closing value of the Index on any Business Day. If an Index Value is not published for a Business Day, then we will use the closing Index Value from the previous Business Day.
<b>Interest Term</b>	The period over which interest is credited to the Fixed Account at a specified declared rate and the period over which the performance of an Index is measured to determine indexed interest for any Indexed Account.
<b>Market Value Adjustment (MVA)</b>	Market Value Adjustment ("MVA") is defined in the "Charges & Taxes" section of the Contract.

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## DEFINITIONS *(Continued)*

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<b>Purchase Payment</b>	An amount paid to us under the Contract, less any applicable taxes due at the time this payment is made.
<b>Surrender Charge Period</b>	The Contract Years during which the surrender charge exceeds 0%. After the Surrender Charge Period, no surrender charges apply.

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## THE ANNUITY CONTRACT

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**ABOUT THE CONTRACT** The Contract is an agreement between Symetra Life and you, the owner, where we promise to pay the payee (you or someone you choose) an income in the form of Annuity Payments, beginning on the date you select, or a death benefit.

**Purchase Payment** You purchased the Contract with the Purchase Payment you paid, and the Contract became effective on the Contract Date as shown on the contract data page. The Purchase Payment is shown on the contract data page.

We reserve the right to reject any application by an owner or annuitant who is ineligible for the Contract, any incomplete application or any Purchase Payment that:

- exceeds \$1 million dollars;
- is received without the necessary information to process the payment; or
- is otherwise contrary to law for Symetra Life to accept.

The Purchase Payment must be in lawful currency of the United States and submitted to our Home Office, or in a manner agreed to by us. The Purchase Payment is subject to acceptance and approval by Symetra Life. If we do not accept a Purchase Payment, we will return it within five Business Days.

**OWNER** The owner is shown on the application, unless changed. If there is a joint owner, the term "owner" as used in the Contract includes the joint owner named on the application, unless changed. On the Contract Date, the owner and each joint owner, if applicable, must not have exceeded the maximum issue age as shown on the contract data page.

The owner may exercise all ownership rights under the Contract. If the Contract is owned by joint owners, they must jointly exercise their ownership rights, unless we are directed otherwise by both joint owners in writing. An owner who is a non-natural person (for example, a corporation or a trust) may not name a joint owner.

You can change the owner or joint owner by sending us a signed and dated request. If you designate someone else as owner, that person must not have exceeded the maximum issue age on the Contract Date. Unless you specify otherwise, a change of ownership is effective as of the date you signed the request of change, subject to any payments made or actions we may take prior to receipt of the request.

**ANNUITANT** The annuitant(s) is/are the person(s) on whose life/lives Annuity Payments are based and is shown on the contract data page. You are the annuitant unless you designate someone else before the Annuity Date. If you designate someone else as annuitant, that person must not have exceeded the maximum issue age on the Contract Date, and must not have exceeded the maximum annuitization age, as shown on the contract data page, when Annuity Payments begin.

An owner who is a non-natural person (for example, a corporation or a trust) may not change the annuitant.

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## THE ANNUITY CONTRACT *(Continued)*

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### **BENEFICIARY**

The person(s) named by the owner(s) to receive any benefits upon the death of the owner and, if applicable, any joint owner(s).

The beneficiary receives any death benefit payable in accordance with the provisions of the Contract. You initially name your beneficiary(ies) on the application.

You may change your beneficiary designation at any time by sending us a signed and dated request. However, if a beneficiary designation is irrevocable, that beneficiary must consent in writing to any change. Unless you specify otherwise, a change in beneficiary designation is effective as of the date you signed the request of change, subject to any payments made or actions we may take prior to receipt of the request. A new beneficiary designation revokes any prior designation. We are not responsible for the validity of any beneficiary designation.

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## CONTRACT VALUE AND INTEREST CREDITING

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### **CONTRACT VALUE**

The Contract Value equals:

1. the fixed account value that has not been applied to provide for Annuity Payments; plus
2. the sum of the indexed account values that have not been applied to provide for Annuity Payments.

### **ALLOCATION OF PURCHASE PAYMENT**

On the Contract Date, the Purchase Payment, less any applicable taxes, will be allocated to the Fixed Account where it will earn interest as described below.

On the Allocation Date, the Contract Value will be allocated between the Fixed Account and the Indexed Accounts according to the percentages you specified on your application.

#### **Interest Term**

The initial Interest Term begins on the Allocation Date and ends on the 7th, 14th, 21st or 28th calendar day of the month that is closest to an anniversary of your Allocation Date. Subsequent Interest Terms are consecutive and will also begin and end on the 7th, 14th, 21st or 28th calendar day of the month that is closest to an anniversary of your Allocation Date. If any of those days are not Business Days, the beginning and/or ending dates will be the next Business Day. The length of the Interest Term is shown on the contract data page.

### **FIXED ACCOUNT**

Any portion of the Purchase Payment allocated to the Fixed Account will earn interest at the fixed account interest rate.

#### **Fixed Interest**

The initial fixed account interest rate applies from the Contract Date through the end of the initial Interest Term.

At the end of each Interest Term, we will declare, at our discretion, a new fixed account interest rate for each subsequent Interest Term. Any adjusted rate will apply for the next Interest Term, when the rate can again be adjusted.

The fixed account interest rate will never be less than the fixed account guaranteed minimum interest rate shown on the contract data page. Annual effective interest rates show the effect of daily compounding of interest over a 12-month period.

#### **Fixed Account Value**

The initial fixed account value equals the amount of the Purchase Payment, less any deduction for taxes, if applicable.

After the Allocation Date, the fixed account value equals:

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## CONTRACT VALUE AND INTEREST CREDITING *(Continued)*

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1. the portion of the Contract Value allocated to the Fixed Account on the Allocation Date; plus
2. any amount transferred into the Fixed Account from any Indexed Account; less
3. any subsequent deductions for withdrawals, partial annuitization, surrender charges, or applicable taxes; plus or minus
4. any subsequent MVA; minus
5. any amount subsequently transferred out of the Fixed Account to an Indexed Account; plus
6. any fixed interest credited by us.

### **INDEXED ACCOUNTS**

The Contract provides for one or more Indexed Accounts. The Index options and indexed interest crediting method options available on the Contract Date are shown on the contract data page.

We reserve the right to add or remove any Index or indexed interest crediting method options subject to approval by the insurance commissioner. After the Surrender Charge Period, we reserve the right to offer only a Fixed Account option.

#### **Indexed Account Value**

After the Allocation Date, the indexed account value equals:

1. the portion of the Contract Value that is allocated to the Indexed Account on the Allocation Date; plus
2. any amount transferred into the Indexed Account from any other Indexed Account or from the Fixed Account; minus
3. any subsequent deductions for withdrawals, partial annuitization, surrender charges, or applicable taxes; plus or minus
4. any subsequent MVA; minus
5. any amount transferred out of the Indexed Account to any other Indexed Account or to the Fixed Account; plus
6. any indexed interest credited by us.

#### **Discontinuation or Substantial Change to the Indexed Account**

If any Index is discontinued or if the calculation of any Index is changed substantially, we reserve the right to substitute a comparable Index. We will seek approval by the insurance commissioner and give you written notice before making any substitutions.

### **TRANSFERS**

You may elect to transfer between the Fixed Account and any Indexed Accounts by notifying us at least five Business Days prior to the end of an Interest Term. We will accept transfer requests by written request, or at our discretion, by telephone, or if available, electronically by the Internet. To be effective, any transfer request must be received by us at least five Business Days prior to the end of the Interest Term. All transfers will be effective on the Business Day following the end of each Interest Term.

We will not be liable for any failure to question or challenge such request for transfer as long as there is a valid authorization on record.

If we do not receive a transfer request from you prior to the end of the Interest Term, your allocations will remain the same and no transfers will occur.

If an Indexed Account in which you are invested is no longer offered and we do not receive a transfer request out of the Indexed Account, then any amount in that Indexed Account will be allocated into the Fixed Account.

The indexed account value must be at least \$2,000. If any transfer reduces an indexed account value to less than \$2,000, that entire indexed account value will be transferred to the Fixed Account.

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## CONTRACT VALUE AND INTEREST CREDITING *(Continued)*

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### **CASH SURRENDER VALUE**

The cash surrender value before Annuity Payments begin equals:

1. the Contract Value on the date of the withdrawal; plus or minus
2. any MVA; minus
3. any surrender charge; minus
4. any applicable taxes payable by us and not previously deducted.

In no event will the cash surrender value be less than the Guaranteed Minimum Value.

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## WITHDRAWALS

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### **WITHDRAWALS**

At or prior to the commencement of the Income Phase, you may withdraw all or part of your Contract Value by sending a request to our Home Office. A withdrawal may have a surrender charge and MVA.

If you withdraw all of your Contract Value, all benefits under the Contract will terminate.

You may choose to withdraw part of your Contract Value from the Fixed Account or one or more Indexed Accounts. The withdrawal will be deducted pro-rata from the Fixed Account and the Indexed Accounts unless you tell us otherwise.

### **WITHDRAWAL RESTRICTIONS**

Each withdrawal must be at least \$500.

If any withdrawal would reduce the Contract Value to less than \$2,000, the remaining balance will also be withdrawn and the Contract will be terminated.

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## CHARGES AND TAXES

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The following charges may apply to your Contract:

### **MARKET VALUE ADJUSTMENT ("MVA")**

An MVA is a positive or negative adjustment that may apply when all or a portion of the Contract Value is withdrawn. An MVA will apply to any withdrawal from the Fixed Account or Indexed Accounts during the Surrender Charge Period, and will be applied on the date of the withdrawal. After the Surrender Charge Period, no MVA applies.

The MVA is calculated by multiplying the MVA factor by the amount of the Contract Value withdrawn. The MVA factor is:

$$\text{MVA Factor} = \left[ \frac{(1 + I)}{(1 + J)} \right]^{(N - T) / 365} - 1$$

Where:

**I** = The end of day value of the MVA reference rate on the Contract Date.

**J** = The end of day value of the MVA reference rate on the date of withdrawal.

**N** = The number of calendar days during the Surrender Charge Period.

**T** = The number of calendar days between the Contract Date and the date of withdrawal.

The MVA is based on the difference between the MVA reference rate on the Contract Date and the MVA reference rate on the date of your withdrawal. In general, if the MVA reference rate has decreased, the MVA will be positive and if the MVA reference rate has increased, it will be negative.

### **Market Value Adjustment Limit**

Upon total withdrawal of the Contract Value, death of the owner, or annuitization of the entire Contract Value, any positive or negative MVA will never be more than:

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## CHARGES AND TAXES *(Continued)*

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- the Contract Value; minus
- any surrender charges; minus
- the Guaranteed Minimum Value.

If, upon total withdrawal of the Contract, death of the owner, or annuitization of the entire Contract Value, the Guaranteed Minimum Value exceeds the Contract Value minus any surrender charges, no MVA will apply.

**MVA Reference Rate**

The MVA reference rate is shown on the contract data page.

If the MVA reference rate is not published for a particular day, then we will use the MVA reference rate as of the prior Business Day. If the MVA reference rate is no longer published, or is discontinued, then we may substitute another comparable method for determining the MVA reference rate.

**SURRENDER CHARGE**

The surrender charge may be assessed on withdrawals from your Contract. The charge is a percentage of the amount of the Contract Value withdrawn. The surrender charge schedule is shown on the contract data page.

**WAIVER OF CHARGES**

The following "Waiver of Charges" section describes the waivers that may apply to your Contract.

**Free Partial Withdrawals**

You may withdraw 10% of your Contract Value each Contract Year without a surrender charge or MVA. The determination of whether more than 10% of the Contract Value has been withdrawn is made at the time of withdrawal. If you take more than one withdrawal in a Contract Year, the previous withdrawals in the Contract Year are added to the current Contract Value to determine whether more than 10% of the Contract Value has been withdrawn in that Contract Year.

**Repetitive Withdrawals & Annuity Payments**

Surrender charges and any applicable MVA will not be assessed on repetitive withdrawals and Annuity Payments. Repetitive withdrawals are withdrawals that are equal or substantially equal and are expected to deplete the Contract Value over your life expectancy or the joint life expectancies of you and your joint owner (or, if applicable, you and your beneficiary). However, if you take additional withdrawals or otherwise modify or stop the repetitive withdrawals, the repetitive withdrawals taken during the Contract Year will be included when determining whether more than 10% of the Contract Value has been withdrawn.

**Nursing Home Waiver**

Surrender charges and any applicable MVA may be waived for withdrawals taken after you have been confined to a hospital or nursing home for 30 consecutive days if:

- the confinement begins after the Contract Date; and
- the withdrawal is taken during confinement or within 90 days after confinement ends.

If you are confined to a hospital or nursing home on the Contract Date, you are not eligible for this waiver of surrender charges and MVA until after the first Contract Year.

We may require proof of confinement. Proof of confinement may include a billing statement from the hospital or nursing home showing the dates of confinement and service, or a certification of confinement signed by the owner's attending physician.

If the Contract is owned by a non-natural person as the agent for a natural person, the confinement of the annuitant will be treated as the confinement of the owner. In this case, all references to "you" or "owner" in this Nursing Home Waiver provision are replaced by "annuitant".

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## CHARGES AND TAXES *(Continued)*

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The 30 day period may be satisfied by confinement in a combination of hospitals or nursing homes. Separate periods of confinement beginning within 30 days of the start of a previous 30 consecutive day period of confinement for the same or related condition will be considered the same confinement.

A new 30 consecutive day period will be applied for a confinement due to a new or non-related cause or to a confinement occurring more than 30 days from the most recent confinement for the same or related condition.

“Hospital” is defined in two ways. It is a lawfully-operated institution that is licensed as a hospital by the Joint Commission of Accreditation of Hospitals, or it is a lawfully-operated institution that provides in-patient treatment under the direction of a staff of physicians and has 24-hour per day nursing services.

“Nursing home” is defined as a facility licensed by the state that provides convalescent or chronic care for in-patients who, by reason of illness or infirmity, are unable to properly care for themselves.

Physician means a health care practitioner licensed, board certified or board eligible, who is qualified to practice in the area of medicine or in a specialty appropriate to treat the owner's condition or disease. It does not include you or a member of your family.

**Denial of Waiver  
Claims**

If we do not waive surrender charges or any applicable MVA for a nursing home confinement, we will notify you of the denial and will not process the withdrawal until we have received confirmation from you to proceed with the withdrawal.

**MINIMUM VALUES**

The cash surrender value, the paid-up annuity, and the death benefit will not be less than the minimum that is required by the National Association of Insurance Commissioners Standard Nonforfeiture Law for Individual Deferred Annuities.

**ANNUAL CHARGE**

\$25.00 will be deducted on each Contract Anniversary if in the prior Contract Year more than one withdrawal is paid. This charge will, however, be waived if such payments were made by electronic funds transfer.

**INCOME OR OTHER  
TAXES**

Currently we do not pay income or other taxes on the interest credited to your Contract. If we ever incur such taxes, we reserve the right to deduct them from your Contract.

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## ANNUITY PAYMENTS

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**ANNUITY PAYMENT  
OPTIONS**

You must choose to receive a lump sum or start the Income Phase no later than the maximum annuitization age shown on the contract data page. During the Income Phase, the payee (you or someone you choose) receives monthly, quarterly, semi-annual or annual Annuity Payments beginning on the Annuity Date.

You may start the Income Phase anytime after the first Contract Anniversary. To start the Income Phase, you must notify us in writing at least 30 days prior to the date that Annuity Payments are to begin. Annuity Payments will be made under one of the annuity options described in this Contract or another annuity option that you want and that we agree to provide. If the amount applied to an annuity option is less than \$2,000, we may pay you in a lump sum where permitted by state law. We reserve the right to change the payment frequency if payment amounts would be less than \$250.

Switching to the Income Phase is irrevocable. Once Annuity Payments begin, you cannot switch back to the Accumulation Phase, change or add an annuitant, or change the annuity option. Once you start the Income Phase, the Guaranteed Minimum Value will no longer be applicable.

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## ANNUITY PAYMENTS *(Continued)*

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**Partial  
Annuitization**

You may choose to apply a portion of the Contract Value to an annuity payment option. In this situation, the Contract Value will be divided into two parts. The non-annuitized portion would remain in the Accumulation Phase, while the annuitized portion would be moved to the Income Phase.

**Annuity Options**

Annuity payment options based on a life ensure that the annuitant cannot outlive the Annuity Payments. The duration of the annuitant(s) life/lives determines how long payments continue under the following options:

**Life Annuity**

The payee receives Annuity Payments as long as the annuitant is living. Annuity Payments stop when the annuitant dies.

**Life Annuity  
with  
Guaranteed  
Period**

The payee receives Annuity Payments for the longer of the annuitant(s) life or a guaranteed period of five or more years as selected by you and agreed to by us. If the annuitant dies before the end of the guaranteed period, the remaining payments due during the guaranteed period will be made to the payee designated by the owner. Annuity Payments stop the later of the date the annuitant dies or the date the guaranteed period ends.

**Joint and  
Survivor Life  
Annuity**

The payee receives Annuity Payments as long as the annuitant is living. After the annuitant dies, the payee receives a specified percentage of each Annuity Payment as long as the joint annuitant is living. You name the joint annuitant and payment percentage at the time you elect this option. Annuity Payments stop the later of the date the annuitant dies or the date the joint annuitant dies.

**Joint and  
Survivor Life  
Annuity with  
Guaranteed  
Period**

The payee receives Annuity Payments as long as the annuitant is living. The full Annuity Payment will be paid until the end of the guaranteed period. If the annuitant is alive when the guaranteed period ends, the full Annuity Payment will continue to be paid. If the annuitant dies, the joint annuitant is alive, and the guaranteed period has ended, a percentage of the Annuity Payment amount will continue to be paid as long as the joint annuitant is alive. If the annuitant dies and the joint annuitant is living, payments will be made to the joint annuitant. You name the joint annuitant and payment percentage at the time you elect this option. The guaranteed period must be for a period of five or more years as selected by you and agreed to by us.

**Automatic  
Option**

If you do not choose an annuity option at least 30 days before the latest Annuity Date allowed under the Contract, we will make Annuity Payments under the Life Annuity with guaranteed period annuity option. The guaranteed period will be equal to 10 years, unless a shorter period is otherwise required under the Internal Revenue Code of 1986, as amended.

**CALCULATION OF  
ANNUITY PAYMENTS**

For all annuity options the amount of each Annuity Payment will be calculated by applying the greater of the Contract Value or cash surrender value to the Annuity Options Purchase Rate Table of the Contract, or the current rates at that time if more favorable to you. These Annuity Payments will not be less than those that are provided by the application of the cash surrender value to purchase any single consideration immediate annuity contract at purchase rates offered by us at such time to the same class of annuitants. If taxes are required, these taxes will be deducted before the Annuity Payments are calculated.

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## DEATH BENEFIT

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### **DEATH BENEFIT PROVISIONS**

The foregoing Death Benefit provisions and the Contract shall in all events, be construed in a manner consistent with Section 72(s) of the Internal Revenue Code of 1986, as amended.

### **DEATH OF ANNUITANT Prior to the Annuity Date**

If the annuitant is not an owner and the annuitant dies before the Annuity Date, you must designate a new annuitant. If no designation is made within 30 days after we are notified of the annuitant(s) death, the oldest owner named on the application will become the annuitant.

If the Contract is owned by a non-natural person, the death of the annuitant will be treated as the death of the owner. In this case, all references to "owner" and "joint owner" in these provisions are replaced by "annuitant" and "joint annuitant."

### **DEATH OF OWNER Prior to the Annuity Date**

If any owner dies before the Annuity Date, we will pay a death benefit equal to the greater of the Contract Value or the cash surrender value to the:

- surviving owner; or if none, then
- surviving primary beneficiary(ies); or if none, then
- surviving contingent beneficiary(ies); or if none, then
- the estate of the last owner to die.

If the beneficiary is the owner's spouse, the spouse has the option to continue the Contract and will then be the owner of the Contract.

### **Payment of Death Benefit**

To pay the death benefit, we require proof of death. Proof of death is a certified copy of a death certificate plus written direction from at least one eligible recipient of the death benefit proceeds regarding how to pay the death benefit payment. If the death benefit is payable to an owner's estate, we will pay it in a single payment.

We will pay interest on the death benefit amount at the rate required by state law.

The death benefit may be paid as:

- a lump sum payment or series of withdrawals that are completed within five years from the date of death; or
- Annuity Payments made over a person's life or life expectancy. The life expectancy election must be made within 60 days from our receipt of proof of death. Annuity Payments must begin within one year from the date of death. Once Annuity Payments begin, they cannot be changed.

If a person entitled to receive a death benefit dies before the death benefit is distributed, we will pay the death benefit to that person's named beneficiary or, if none, to that person's estate.

### **DEATH OF ANNUITANT On or After the Annuity Date**

If the annuitant is not the owner and dies after the Annuity Date, then we will continue paying any remaining Annuity Payments to the payee designated by the owner.

### **DEATH OF OWNER On or After the Annuity Date**

If the owner dies after the Annuity Date, then any amounts paid after the death of the owner will depend on which annuity option was selected. If the owner dies while Annuity Payments are being paid under an option based on a life, we will pay any remaining Annuity Payments in accordance with that option. We will pay remaining Annuity Payments at least as rapidly as under the annuity option then in effect. The person or entity with the right to receive the death benefit or change the payee for remaining Annuity Payments is determined as follows:

- the surviving owner or joint owner; or if none, then
- the surviving primary beneficiary(ies); or if none, then
- the surviving contingent beneficiary(ies); or if none, then
- the estate of the last owner to die.

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## GENERAL PROVISIONS

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<b>ACCOUNT STATEMENTS</b>	At least once each calendar year of the Accumulation Phase, we will furnish you a statement showing the beginning and ending dates of the current report period, the Contract Value, any applicable surrender charge and MVA, cash surrender value, death benefit, credited interest, any transactions and any other information required under state or federal law. Each statement will show information as of a date not more than four months prior to the mailing date. The owner may request additional statements. A charge may apply to each of these requests. The charge will not exceed [\$10.00].
<b>ASSIGNMENT OF BENEFITS</b>	Unless restricted by applicable law, you may assign or otherwise transfer your rights under the Contract by sending us a signed and dated request. Unless you specify otherwise, an assignment or transfer is effective as of the date you signed the notice of change, subject to any payments made or actions we may take prior to receipt of the notice. We are not responsible for the validity of any assignment or transfer. To the extent allowed by law, payments under the Contract are not subject to legal process for the claims of creditors.
<b>COMMUNICATIONS</b>	<p>All written communications to you will be addressed to you at your last known address on file with Symetra Life.</p> <p>All written communications to Symetra Life must be submitted to us at our Home Office.</p>
<b>CONTRACT AMENDMENTS</b>	We may unilaterally amend the provisions of the Contract as required to conform to any state or federal law that affects the Contract. Only an authorized officer of Symetra Life may change the Contract. Any change must be in writing. We reserve the right to change the provisions of the Contract to conform to changes in any applicable provisions or requirements of the Internal Revenue Code.
<b>ENTIRE CONTRACT</b>	The Contract, contract data page, and application, as may be amended, and any riders and endorsements are the entire Contract.
<b>ESSENTIAL DATA</b>	You and each person entitled to receive benefits under the Contract must provide us with any information we need to administer the Contract. We are entitled to rely exclusively on the completeness and accuracy of data furnished by you, and we will not be liable with respect to any omission or inaccuracy.
<b>EVIDENCE OF SURVIVAL</b>	When any payments under the Contract depend upon any person(s) being alive on a given date, we may require satisfactory proof that the person is living before making such payments.
<b>INCONTESTABILITY</b>	<p>The Contract and any rider(s) or endorsement(s) presently attached to the Contract are incontestable as to the material facts of the application for the Contract and to the representations of the owner after such Contract has been in force during the lifetime of the owner for two years from its date of issue.</p> <p>If any rider or endorsement subsequently attached to the Contract provides supplemental benefits that the owner applied for after the Contract was issued, such rider or endorsement is incontestable as to the material facts of the application for the supplemental benefit and to the representations of the owner after such rider or endorsement has been in force during the lifetime of the owner for two years from its date of issue.</p> <p>Coverage may be contested on a statement contained in an application made a part of the Contract except on the basis of age and sex. The statement on which the contest is based shall be material to the risk accepted or the hazard assumed by us.</p>

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## GENERAL PROVISIONS *(Continued)*

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<b>JURISDICTION</b>	In the event of a dispute, the laws of the jurisdiction in which the Contract is delivered will apply.
<b>MISSTATEMENT OF AGE OR SEX</b>	We may require satisfactory proof of age or sex at any time. If Annuity Payments are based on life or life expectancy and the age or sex of any annuitant(s) has/have been misstated, Annuity 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 credit interest on underpayments at a rate of 0.1%.
<b>NONPARTICIPATION</b>	The Contract is nonparticipating, which means it will not share in any distribution of profits, losses, or surplus of Symetra Life.
<b>STATE REQUIRED BENEFITS</b>	When we pay any death benefit, partial or total withdrawal or annuity benefit under this Contract, the amount will not be less than the minimum benefits required by any statute of any state in which the Contract is delivered.
<b>SUSPENSION OF WITHDRAWALS</b>	We retain the right to defer payment of withdrawals for a period of 6 months after receiving the request. No death benefit request will be deferred. We will submit a written request to the insurance commissioner and wait for written approval prior to deferring any payment of cash value. We will notify you of the payment date and the reason for the delay. The interest rate credited to the Contract during this period will not be less than the rate required under state law.
<b>TERMINATION OF CONTRACT</b>	The Contract will terminate when we have completed all our duties and obligations under the Contract.

## [ANNUITY OPTIONS PURCHASE RATE TABLE

The rates in the Annuity Purchase Rate Table are based upon the Annuity 2000 Mortality Table. Annuity improvement scale G is used to project mortality using a generational approach with an initial projection of 30 years. The effective interest rate assumed in the Annuity Purchase Rate Table is 1.00%.

### Consideration Required to Purchase \$1 of Monthly Annuity\*

Age	Table 1 Life Annuity No Period Certain		Table 2 Life Annuity 5 Yrs Certain		Table 3 Life Annuity 10 Yrs Certain		Table 4	Table 5	Table 6
	Male	Female	Male	Female	Male	Female	100% Joint & Survivor** Life Annuity	5 Years Certain and Life	10 Years Certain and Life
60	306.31	337.45	306.94	337.81	309.12	339.05	377.04	377.04	377.10
61	297.59	328.57	298.27	328.96	300.67	330.33	368.26	368.26	368.32
62	288.84	319.65	289.59	320.09	292.24	321.59	359.40	359.41	359.49
63	280.07	310.70	280.89	311.18	283.85	312.83	350.49	350.49	350.59
64	271.30	301.72	272.21	302.24	275.51	304.06	341.51	341.52	341.63
65	262.54	292.71	263.55	293.29	267.25	295.29	332.47	332.49	332.63
66	253.80	283.68	254.93	284.32	259.07	286.54	323.39	323.41	323.58
67	245.10	274.63	246.37	275.33	251.00	277.80	314.26	314.28	314.50
68	236.45	265.57	237.89	266.33	243.05	269.10	305.09	305.11	305.39
69	227.90	256.48	229.53	257.33	235.25	260.44	295.89	295.92	296.26
70	219.47	247.39	221.29	248.34	227.63	251.85	286.67	286.71	287.14
71	211.17	238.31	213.21	239.36	220.19	243.34	277.44	277.49	278.02
72	203.02	229.23	205.27	230.43	212.94	234.92	268.21	268.28	268.94
73	195.01	220.18	197.50	221.55	205.90	226.63	258.99	259.08	259.89
74	187.13	211.21	189.87	212.77	199.06	218.50	249.80	249.90	250.91
75	179.37	202.33	182.38	204.11	192.42	210.55	240.64	240.77	242.00
76	171.73	193.57	175.05	195.59	186.00	202.81	231.54	231.70	233.20
77	164.24	184.94	167.89	187.22	179.81	195.30	222.50	222.69	224.52
78	156.90	176.46	160.90	179.02	173.85	188.04	213.53	213.78	215.99
79	149.70	168.10	154.09	170.98	168.15	181.04	204.65	204.95	207.63
80	142.68	159.89	147.48	163.12	162.72	174.34	195.86	196.23	199.46
81	135.82	151.83	141.08	155.46	157.57	167.95	187.18	187.63	191.52
82	129.13	143.95	134.88	148.02	152.72	161.91	178.62	179.17	183.85
83	122.62	136.24	128.89	140.80	148.18	156.23	170.20	170.87	176.48
84	116.29	128.74	123.11	133.85	143.93	150.94	161.92	162.74	169.44
85	110.14	121.45	117.57	127.17	139.99	146.02	153.81	154.81	162.74
86	104.16	114.38	112.27	120.80	136.33	141.48	145.88	147.10	156.40
87	98.36	107.54	107.21	114.76	132.95	137.29	138.12	139.62	150.42
88	92.72	100.96	102.40	109.05	129.82	133.43	130.57	132.40	144.80
89	87.33	94.70	97.89	103.73	126.97	129.93	123.28	125.49	139.58
90	82.18	88.78	93.64	98.76	124.41	126.79	116.25	118.88	134.81
91	77.28	83.19	89.64	94.12	122.16	124.05	109.48	112.57	130.53
92	72.61	77.92	85.85	89.76	120.24	121.71	102.96	106.51	126.81
93	68.14	72.94	82.22	85.63	118.67	119.80	96.65	100.68	123.68
94	63.76	68.09	78.73	81.67	117.42	118.26	90.44	95.02	121.12
95	59.41	63.34	75.42	77.91	116.44	117.06	84.31	89.58	119.08
96	55.06	58.60	72.33	74.42	115.70	116.14	78.21	84.40	117.50
97	50.64	53.80	69.52	71.23	115.17	115.46	72.10	79.58	116.32
98	46.11	48.89	67.07	68.46	114.79	114.98	65.99	75.25	115.49
99	41.87	44.31	65.07	66.18	114.55	114.66	60.26	71.58	114.94
100	37.94	40.08	63.44	64.33	114.41	114.47	54.92	68.51	114.61

\* The consideration shown refers to the net value of the Contract used to purchase a fixed annuity after any applicable taxes or charges are deducted. For example, if the annuitant is a 65-year old male, a life annuity that provides a guaranteed monthly income of \$1,000 will cost \$262,540.

\*\* Annuitant and joint annuitant are assumed to be the same age.]

## [ANNUITY OPTIONS PURCHASE RATE TABLE

The rates in the Annuity Purchase Rate Table are based upon the Annuity 2000 Mortality Table blended 20% Male and 80% Female. Annuity improvement scale G blended 20% Male and 80% Female is used to project mortality using a generational approach with an initial projection of 30 years. The effective interest rate assumed in the Annuity Purchase Rate Table is 1.00%.

### Consideration Required to Purchase \$1 of Monthly Annuity

Age of Annuitant	100% Joint & Survivor					
	Life Annuity	Life Annuity 5 Years Certain	Life Annuity 10 Years Certain	Life Annuity	5 Years Certain & Life	10 Years Certain & Life
55	374.90	375.16	376.06	425.62	425.63	425.64
56	366.26	366.55	367.54	417.25	417.25	417.27
57	357.59	357.90	358.98	408.80	408.81	408.83
58	348.87	349.21	350.39	400.28	400.28	400.31
59	340.10	340.48	341.77	391.68	391.68	391.71
60	331.29	331.70	333.12	383.00	383.00	383.04
61	322.44	322.88	324.44	374.24	374.25	374.29
62	313.54	314.04	315.75	365.42	365.42	365.48
63	304.62	305.16	307.06	356.52	356.53	356.60
64	295.67	296.27	298.36	347.56	347.57	347.65
65	286.71	287.36	289.68	338.53	338.54	338.64
66	277.73	278.45	281.03	329.45	329.46	329.59
67	268.74	269.55	272.41	320.31	320.32	320.48
68	259.75	260.64	263.85	311.12	311.14	311.33
69	250.77	251.76	255.36	301.88	301.90	302.15
70	241.81	242.91	246.95	292.61	292.64	292.95
71	232.87	234.10	238.64	283.30	283.34	283.74
72	223.96	225.36	230.45	273.98	274.02	274.52
73	215.11	216.69	222.40	264.64	264.70	265.32
74	206.35	208.13	214.52	255.31	255.39	256.17
75	197.69	199.70	206.83	246.01	246.11	247.08
76	189.15	191.41	199.36	236.74	236.87	238.07
77	180.75	183.28	192.11	227.53	227.69	229.17
78	172.50	175.33	185.12	218.39	218.58	220.41
79	164.38	167.54	178.38	209.32	209.56	211.79
80	156.41	159.94	171.94	200.32	200.62	203.35
81	148.60	152.54	165.80	191.42	191.79	195.13
82	140.95	145.34	160.01	182.64	183.09	187.17
83	133.49	138.38	154.56	173.98	174.54	179.50
84	126.23	131.67	149.49	165.46	166.16	172.15
85	119.17	125.22	144.77	157.10	157.97	165.16
86	112.32	119.07	140.41	148.92	149.99	158.53
87	105.69	113.22	136.38	140.93	142.26	152.27
88	99.30	107.70	132.68	133.15	134.80	146.39
89	93.22	102.54	129.31	125.63	127.66	140.93
90	87.45	97.72	126.29	118.40	120.83	135.93
91	82.00	93.21	123.65	111.44	114.32	131.45
92	76.85	88.96	121.40	104.75	108.08	127.54
93	71.97	84.93	119.56	98.28	102.08	124.25
94	67.22	81.07	118.08	91.94	96.26	121.56
95	62.55	77.40	116.93	85.67	90.66	119.41
96	57.89	73.98	116.05	79.45	85.34	117.73
97	53.16	70.88	115.40	73.22	80.38	116.48
98	48.32	68.17	114.94	67.00	75.91	115.59
99	43.81	65.94	114.64	61.16	72.13	115.00
100	39.64	64.14	114.46	55.74	68.96	114.64

\* The consideration shown refers to the net value of the Contract used to purchase a fixed annuity after any applicable taxes or charges are deducted. For example, if the annuitant is a 65-year old male, a life annuity that provides a guaranteed monthly income of \$1,000 will cost \$262,540.

\*\* Annuitant and joint annuitant are assumed to be the same age.]

**INDIVIDUAL SINGLE PREMIUM FIXED INDEXED DEFERRED ANNUITY  
WITH MARKET VALUE ADJUSTMENT FEATURE**

**THE CONTRACT HAS FIXED AND INDEXED ACCOUNTS. INTEREST CREDITS FOR INDEXED ACCOUNTS ARE AFFECTED BY THE VALUE OF OUTSIDE INDEXES. VALUES AND BENEFITS BASED ON THE PERFORMANCE OF ANY INDEX ARE NOT GUARANTEED AND MAY INCREASE OR DECREASE. THE CONTRACT DOES NOT DIRECTLY PARTICIPATE IN ANY OUTSIDE INVESTMENT. WHEN THE CONTRACT VALUE IS WITHDRAWN, PAID AS A DEATH BENEFIT, OR ANNUITIZED IT MAY BE SUBJECT TO A SURRENDER CHARGE AS SET FORTH ON THE CONTRACT DATA PAGE ON PAGE 1 AND IN THE CONTRACT ON PAGE 9 AND TO A MARKET VALUE ADJUSTMENT THAT CAN RESULT IN EITHER AN UPWARD OR DOWNWARD ADJUSTMENT ON ANY WITHDRAWAL OF THE CONTRACT VALUE AS SET FORTH IN THE CONTRACT ON PAGE 8. THE CONTRACT IS NON-PARTICIPATING AND INCLUDES BENEFITS WAIVING SURRENDER CHARGES AND ANY MARKET VALUE ADJUSTMENT.**

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## CONTRACT DATA PAGE

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**Product Name:** [Fixed Indexed Annuity Contract]

**Product Type:** [Non-Qualified Annuity]

**Contract Date:** [09/01/2010]

**Contract Number:** [000000000]

**Purchase Payment:** [\$10,000]

**Owner:** [John Q. Doe  
123 Any Street  
Any City, WA 00000]

**Annuitant:** [John Q. Doe]

**Annuitant Issue Age:** [35]

**Maximum Issue Age:** [90] The Contract Date must be prior to the owner(s) and annuitant(s) [91st] birthday.

**Maximum Annuitization Age:** [100] Annuity Payments must begin prior to the annuitant(s) (including joint annuitant(s)) [101st] birthday.  
  
This is not later than [2/28/2105]

**Guaranteed Minimum Value:** 100% of the Purchase Payment accumulated at the nonforfeiture rate each year, less prior withdrawals or partial annuitization accumulated at the nonforfeiture rate each year, less any applicable surrender charge. If necessary to meet this minimum, charges will be waived. The nonforfeiture rate is shown below.

**Nonforfeiture Rate:** [1.00%]

**Surrender Charge Schedule:**

Contract Year	Charge
[1	9% of amount withdrawn
2	8% of amount withdrawn
3	7% of amount withdrawn
4	7% of amount withdrawn
5	6% of amount withdrawn
6	5% of amount withdrawn
7	4% of amount withdrawn
8	3% of amount withdrawn
9	2% of amount withdrawn
10	1% of amount withdrawn
After 10	0% of amount withdrawn]

Please see the "Charges and Taxes" section for a complete explanation of charges, including the Market Value Adjustment.

**MVA Reference Rate:** [Barclays Capital US Intermediate Corporate Bond Index]

**Interest Term:** [1 year]

## Interest Crediting Method Options

### Fixed Account Guaranteed Minimum Interest Rate:

[1.00%]

### Indexed Accounts

Index options:

[S&P 500<sup>®</sup> Composite Stock Price Index]

[S&P GSCI<sup>®</sup> Goldman Sachs Commodities Index]

Any Index does not include the payment or reinvestment of dividends in the calculation of its performance and is not available for direct investment.

Indexed interest crediting method options:

[Point-to-Point]

[Monthly Average]

The index options, crediting method options and the initial allocation percentages you have chosen and their associated indexed interest caps are detailed in the additional information accompanying the Contract.

### Guaranteed Minimum Indexed Interest Cap:

[2.00%]

### Indexed Interest Floor:

[0.00%]

### Indexed Interest Cap:

The indexed interest cap is the maximum indexed interest rate that can be credited to the indexed account value for the Interest Term for which it is declared. The initial indexed interest cap applies to the initial Interest Term.

The Company will declare an indexed interest cap for each subsequent Interest Term.

Subsequent indexed interest caps may be higher or lower than the initial indexed interest cap, but will never be less than the guaranteed minimum indexed interest cap, shown above. Subsequent indexed interest caps may differ from the indexed interest cap used for new Contracts or for other Contracts issued at different times.

The indexed interest floor, shown above, is the minimum indexed interest rate that can be credited to the indexed account value in any Interest Term.

### Indexed Interest:

Indexed interest is credited at the end of an Interest Term. The length of the Interest Term is shown above. Deductions from the indexed account value for withdrawals and any charges and taxes during an Interest Term receive no indexed interest for the Interest Term in which the deduction occurs.

To determine the indexed interest, the indexed interest rate will be multiplied by the indexed account value. **Prior withdrawals from the indexed account value will not be credited with any interest.**

In no event will the indexed interest rate ever be less than the indexed interest floor.

**Crediting Methods**

**Point-to-Point  
Crediting Method:**

The indexed interest rate that will be used to credit interest to an Indexed Account using the point-to-point crediting method is the lesser of:

The indexed interest cap; and

$$\frac{\text{Index Value on the last day of the Interest Term}}{\text{Index Value on the first day of the Interest Term}} - 1$$

**Monthly Average  
Crediting Method:**

The indexed interest rate used to credit interest to an Indexed Account using the monthly average crediting method is the lesser of:

The indexed interest cap; and

$$\frac{\text{average Index Value during the Interest Term}}{\text{Index Value on the first day of the Interest Term}} - 1$$

The average Index Value is calculated as the sum of the Index Values as of the same calendar day as the first day of the Interest Term for each month during the Interest Term, divided by the number of months during the Interest Term.

If any of these calendar days is not a Business Day, then we will use the Index Value as of the next Business Day.

**Delivered in the State of:** [any state] and governed by its laws.

**Premium Taxes:** [0.00%]

**ANNUITY SERVICE OFFICE:**

**Home Office:**

Symetra Life Insurance Company  
Retirement Division  
[777 108th Ave. NE, Suite 1200  
Bellevue, Washington 98004]

**Mailing Address:**

Symetra Life Insurance Company  
Retirement Division  
[PO Box 3882  
Seattle, Washington 98124]

**Telephone:** [1-800-796-3872]

**Fax:** [1-866-532-1356]

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**INDIVIDUAL SINGLE PREMIUM FIXED INDEXED DEFERRED ANNUITY  
WITH MARKET VALUE ADJUSTMENT FEATURE APPLICATION**

**[Fixed Indexed Annuity]**

Surrender Charge Period:  5-Year  7-Year

<b>Owner</b>	Name (first, middle initial, last)			SSN
<i>All policyholder correspondence will be sent to this address.</i>	Address (number and street, city, state, zip)			
	Date of Birth	Trust <input type="checkbox"/>	Sex <input type="checkbox"/> M <input type="checkbox"/> F	Marital Status
				Phone No. (include area code)
<b>Joint Owner</b>	Name (first, middle initial, last)			SSN
<i>Optional, nonqualified annuities only.</i>	Address (number and street, city, state, zip)			
	Date of Birth		Sex <input type="checkbox"/> M <input type="checkbox"/> F	Marital Status
				Phone No. (include area code)
<b>Annuitant</b>	Name (first, middle initial, last)			SSN
<i>Required if owner is non-natural person. If joint owners are listed, default annuitant is the primary owner.</i>	Address (number and street, city, state, zip)			
	Date of Birth		Sex <input type="checkbox"/> M <input type="checkbox"/> F	Marital Status
				Phone No. (include area code)

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

<b>Beneficiary(ies)</b>	Name (first, middle initial, last)	SSN	Relationship to Owner	Percentage(%)
<i>List any additional beneficiaries on a separate page, signed and dated by the owner(s). P - primary C - contingent</i>				
<input type="checkbox"/> P				
<input type="checkbox"/> P				
<input type="checkbox"/> C				
<input type="checkbox"/> P				
<input type="checkbox"/> C				
<input type="checkbox"/> P				
<input type="checkbox"/> C				
<input type="checkbox"/> P				
<input type="checkbox"/> C				
<input type="checkbox"/> P				
<input type="checkbox"/> C				

**Plan Type**     Nonqualified ]     SEP]     Roth IRA\*]  
 IRA]    [Employer Name \_\_\_\_\_]    [\*First tax year contribution made:  
[Contribution: Year \_\_\_\_\_]    Year \_\_\_\_\_]

**Purchase Payment**    Purchase Payment \$ \_\_\_\_\_ (Minimum is [\$10,000.00])

**Interest Crediting Method Options**    *Allocate amounts to the following options in whole percentages only. Total allocation must equal 100%. The minimum allocation to any Interest Crediting Method Option is [\$2,000]. Your initial funds will be automatically allocated according to the selections made below, on the first available Allocation Date after the Contract date.*

Indexed Account options:	Fixed Account option:
[S&P 500® Point-to-Point _____ %]	Fixed Account _____ %
[S&P 500® Monthly Average _____ %]	
[S&P GSCI® Point-to-Point _____ %]	
[S&P GSCI® Monthly Average _____ %]	

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

**Owner's Statement and Signatures**

**Do you have any existing life insurance policies 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 life insurance policies or annuity contracts 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 understand this annuity is not federally insured. On behalf of myself and any person who may claim any interest under this policy, 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 have read and understand the important disclosures located below.

I understand that withdrawals from an Indexed Account on a non-Indexing Date will not receive indexed interest.

**I UNDERSTAND THAT I AM PURCHASING A FIXED INDEXED ANNUITY CONTRACT AND THAT WHILE THE VALUE OF THE CONTRACT MAY BE AFFECTED BY AN EXTERNAL INDEX, THE CONTRACT DOES NOT DIRECTLY PARTICIPATE IN ANY STOCK, EQUITY OR COMMODITY INVESTMENTS.**

Amounts payable under the contract are subject to a market value adjustment prior to the date specified in the contract.

I understand that any values shown, other than guaranteed minimum values, are not guarantees, promises or warranties.



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 my knowledge does the owner have any existing life insurance policies or annuity 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 life insurance policies or annuity contracts?**

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.

I certify that I have truly and accurately recorded on the application the information provided by the applicant.



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

**Fraud Warning**

**For Residents of Other States not listed below:** Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

**AR, LA, RI, WV:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**CO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**DC: WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

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**Fraud  
Warning  
(cont.)**

**FL:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**KY:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**ME:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.

**MD:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NJ:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**NM:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

**OH:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**OK: WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**PA:** 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 commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**TN, VA, WA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

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**You may contact Symetra to receive a free Buyer's Guide.**

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[Symetra Fixed Indexed Product]

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

The Contract is issued in consideration of the application and payment of the Purchase Payment. Symetra Life will make Annuity Payments to the payee (you or someone you choose), beginning on the Annuity Date, or pay a death benefit to your beneficiary(ies), subject to the terms of the Contract. Symetra Life has executed and attested the Contract as of the Contract Date at our Home Office in Bellevue, Washington.

If you have questions, comments, or complaints, please contact Symetra Life at [1-800-796-3872].

**IMPORTANT**

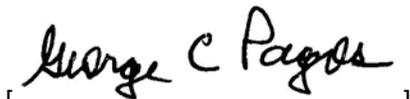
**YOU HAVE PURCHASED AN ANNUITY CONTRACT. CAREFULLY REVIEW IT FOR LIMITATIONS.**

**THE CONTRACT MAY BE RETURNED WITHIN 30 DAYS FROM THE DATE YOU RECEIVED IT FOR A FULL REFUND BY RETURNING IT TO THE INSURANCE COMPANY OR INSURANCE PRODUCER WHO SOLD YOU THE CONTRACT. AFTER 30 DAYS, CANCELLATION MAY RESULT IN A SUBSTANTIAL PENALTY KNOWN AS A SURRENDER CHARGE.**

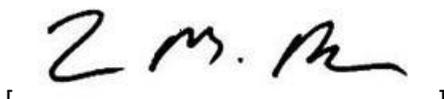
**INDIVIDUAL SINGLE PREMIUM FIXED INDEXED DEFERRED ANNUITY**

**THE CONTRACT HAS FIXED AND INDEXED ACCOUNTS. INTEREST CREDITS FOR INDEXED ACCOUNTS ARE AFFECTED BY THE VALUE OF OUTSIDE INDEXES. VALUES AND BENEFITS BASED ON THE PERFORMANCE OF ANY INDEX ARE NOT GUARANTEED AND MAY INCREASE OR DECREASE. THE CONTRACT DOES NOT DIRECTLY PARTICIPATE IN ANY OUTSIDE INVESTMENT. WHEN THE CONTRACT VALUE IS WITHDRAWN, PAID AS A DEATH BENEFIT, OR ANNUITIZED IT MAY BE SUBJECT TO A SURRENDER CHARGE AS SET FORTH ON THE CONTRACT DATA PAGE ON PAGE 1 AND IN THE CONTRACT ON PAGE 8. THE CONTRACT IS NON-PARTICIPATING AND INCLUDES BENEFITS WAIVING SURRENDER CHARGES.**

Signed for Symetra Life Insurance Company by:



[George C. Pagos]  
Secretary



[Thomas M. Marra]  
President

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## DEFINITIONS

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<b>Accumulation Phase</b>	The period between the Contract Date shown on the contract data page and the Annuity Date.
<b>Allocation Date</b>	The date when the Purchase Payment is allocated between the Fixed Account and Indexed Accounts. Allocation will occur on the 7th, 14th, 21st, or 28th calendar day of the month, whichever is immediately following the Contract Date. If this date is not a Business Day, the Allocation Date will be the next Business Day.
<b>Annuity Payments</b>	A series of periodic payments under the Contract that begins on the Annuity Date and continues for a specified period of time.
<b>Annuity Date</b>	The date you elect to apply your Contract Value to an annuity payment option.
<b>Business Day</b>	Any day that the New York Stock Exchange is open for regular trading.
<b>Contract</b>	This individual fixed indexed deferred annuity that is an agreement between Symetra Life and you and is held in Symetra Life's general account.
<b>Contract Anniversary</b>	Any calendar year anniversary of the Contract Date.
<b>Contract Date</b>	The first date the Contract is in force and the date from which we measure the Contract Anniversaries. The Contract Date is shown on the contract data page.
<b>Contract Value</b>	Contract Value is defined in the "Contract Value and Interest Crediting" section of the Contract.
<b>Contract Year</b>	A 12-month period starting on the Contract Date or on an anniversary of that date.
<b>Fixed Account</b>	The option in the Contract that provides for interest that is credited and compounded daily.
<b>Guaranteed Minimum Value</b>	The minimum value that will be applied toward Annuity Payments, paid to a beneficiary upon death of the owner, or paid upon a total withdrawal of the Contract Value. The Guaranteed Minimum Value is described on the contract data page.
<b>Home Office</b>	Our address where communications must be sent as shown on the contract data page.
<b>Income Phase</b>	The period beginning on the Annuity Date during which the payee receives Annuity Payments.
<b>Index</b>	A publicly available measurement used to determine the indexed interest for a particular Indexed Account.
<b>Indexed Account</b>	An option in the Contract that provides interest determined by an Index. Each Indexed Account has its own Index, crediting method and indexed account value.
<b>Index Value</b>	The closing value of the Index on any Business Day. If an Index Value is not published for a Business Day, then we will use the closing Index Value from the previous Business Day.
<b>Interest Term</b>	The period over which interest is credited to the Fixed Account at a specified declared rate and the period over which the performance of an Index is measured to determine indexed interest for any Indexed Account.
<b>Purchase Payment</b>	An amount paid to us under the Contract, less any applicable taxes due at the time this payment is made.
<b>Surrender Charge Period</b>	The Contract Years during which the surrender charge exceeds 0%. After the Surrender Charge Period, no surrender charges apply.

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# THE ANNUITY CONTRACT

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## **ABOUT THE CONTRACT**

The Contract is an agreement between Symetra Life and you, the owner, where we promise to pay the payee (you or someone you choose) an income in the form of Annuity Payments, beginning on the date you select, or a death benefit.

### **Purchase Payment**

You purchased the Contract with the Purchase Payment you paid, and the Contract became effective on the Contract Date as shown on the contract data page. The Purchase Payment is shown on the contract data page.

We reserve the right to reject any application by an owner or annuitant who is ineligible for the Contract, any incomplete application or any Purchase Payment that:

- exceeds \$1 million dollars;
- is received without the necessary information to process the payment; or
- is otherwise contrary to law for Symetra Life to accept.

The Purchase Payment must be in lawful currency of the United States and submitted to our Home Office, or in a manner agreed to by us. The Purchase Payment is subject to acceptance and approval by Symetra Life. If we do not accept a Purchase Payment, we will return it within five Business Days.

## **OWNER**

The owner is shown on the application, unless changed. If there is a joint owner, the term "owner" as used in the Contract includes the joint owner named on the application, unless changed. On the Contract Date, the owner and each joint owner, if applicable, must not have exceeded the maximum issue age as shown on the contract data page.

The owner may exercise all ownership rights under the Contract. If the Contract is owned by joint owners, they must jointly exercise their ownership rights, unless we are directed otherwise by both joint owners in writing. An owner who is a non-natural person (for example, a corporation or a trust) may not name a joint owner.

You can change the owner or joint owner by sending us a signed and dated request. If you designate someone else as owner, that person must not have exceeded the maximum issue age on the Contract Date. Unless you specify otherwise, a change of ownership is effective as of the date you signed the request of change, subject to any payments made or actions we may take prior to receipt of the request.

## **ANNUITANT**

The annuitant(s) is/are the person(s) on whose life/lives Annuity Payments are based and is shown on the contract data page. You are the annuitant unless you designate someone else before the Annuity Date. If you designate someone else as annuitant, that person must not have exceeded the maximum issue age on the Contract Date, and must not have exceeded the maximum annuitization age, as shown on the contract data page, when Annuity Payments begin.

An owner who is a non-natural person (for example, a corporation or a trust) may not change the annuitant.

## **BENEFICIARY**

The person(s) named by the owner(s) to receive any benefits upon the death of the owner and, if applicable, any joint owner(s).

The beneficiary receives any death benefit payable in accordance with the provisions of the Contract. You initially name your beneficiary(ies) on the application.

You may change your beneficiary designation at any time by sending us a signed and dated request. However, if a beneficiary designation is irrevocable, that beneficiary must consent in writing to any change. Unless you specify otherwise, a change in beneficiary designation is effective as of the date you signed the request of change, subject to any payments made or actions we may take prior to receipt of the request. A new beneficiary designation revokes any prior designation. We are not responsible for the validity of any beneficiary designation.

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## CONTRACT VALUE AND INTEREST CREDITING

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### **CONTRACT VALUE**

The Contract Value equals:

1. the fixed account value that has not been applied to provide for Annuity Payments; plus
2. the sum of the indexed account values that have not been applied to provide for Annuity Payments.

### **ALLOCATION OF PURCHASE PAYMENT**

On the Contract Date, the Purchase Payment, less any applicable taxes, will be allocated to the Fixed Account where it will earn interest as described below.

On the Allocation Date, the Contract Value will be allocated between the Fixed Account and the Indexed Accounts according to the percentages you specified on your application.

### **Interest Term**

The initial Interest Term begins on the Allocation Date and ends on the 7th, 14th, 21st or 28th calendar day of the month that is closest to an anniversary of your Allocation Date. Subsequent Interest Terms are consecutive and will also begin and end on the 7th, 14th, 21st or 28th calendar day of the month that is closest to an anniversary of your Allocation Date. If any of those days are not Business Days, the beginning and/or ending dates will be the next Business Day. The length of the Interest Term is shown on the contract data page.

### **FIXED ACCOUNT**

Any portion of the Purchase Payment allocated to the Fixed Account will earn interest at the fixed account interest rate.

### **Fixed Interest**

The initial fixed account interest rate applies from the Contract Date through the end of the initial Interest Term.

At the end of each Interest Term, we will declare, at our discretion, a new fixed account interest rate for each subsequent Interest Term. Any adjusted rate will apply for the next Interest Term, when the rate can again be adjusted.

The fixed account interest rate will never be less than the fixed account guaranteed minimum interest rate shown on the contract data page. Annual effective interest rates show the effect of daily compounding of interest over a 12-month period.

### **Fixed Account Value**

The initial fixed account value equals the amount of the Purchase Payment, less any deduction for taxes, if applicable.

After the Allocation Date, the fixed account value equals:

1. the portion of the Contract Value allocated to the Fixed Account on the Allocation Date; plus
2. any amount transferred into the Fixed Account from any Indexed Account; minus
3. any subsequent deductions for withdrawals, partial annuitization, surrender charges, or applicable taxes; minus
4. any amount subsequently transferred out of the Fixed Account to an Indexed Account; plus
5. any fixed interest credited by us.

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## CONTRACT VALUE AND INTEREST CREDITING *(Continued)*

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### **INDEXED ACCOUNTS**

The Contract provides for one or more Indexed Accounts. The Index options and indexed interest crediting method options available on the Contract Date are shown on the contract data page.

We reserve the right to add or remove any Index or indexed interest crediting method options subject to approval by the insurance commissioner. After the Surrender Charge Period, we reserve the right to offer only a Fixed Account option.

#### **Indexed Account Value**

After the Allocation Date, the indexed account value equals:

1. the portion of the Contract Value that is allocated to the Indexed Account on the Allocation Date; plus
2. any amount transferred into the Indexed Account from any other Indexed Account or from the Fixed Account; minus
3. any subsequent deductions for withdrawals, partial annuitization, surrender charges, or applicable taxes; minus
4. any amount transferred out of the Indexed Account to any other Indexed Account or to the Fixed Account; plus
5. any indexed interest credited by us.

#### **Discontinuation or Substantial Change to the Indexed Account**

If any Index is discontinued or if the calculation of any Index is changed substantially, we reserve the right to substitute a comparable Index. We will seek approval by the insurance commissioner and give you written notice before making any substitutions.

### **TRANSFERS**

You may elect to transfer between the Fixed Account and any Indexed Accounts by notifying us at least five Business Days prior to the end of an Interest Term. We will accept transfer requests by written request, or at our discretion, by telephone, or if available, electronically by the Internet. To be effective, any transfer request must be received by us at least five Business Days prior to the end of the Interest Term. All transfers will be effective on the Business Day following the end of each Interest Term.

We will not be liable for any failure to question or challenge such request for transfer as long as there is a valid authorization on record.

If we do not receive a transfer request from you prior to the end of the Interest Term, your allocations will remain the same and no transfers will occur.

If an Indexed Account in which you are invested is no longer offered and we do not receive a transfer request out of the Indexed Account, then any amount in that Indexed Account will be allocated into the Fixed Account.

The indexed account value must be at least \$2,000. If any transfer reduces an indexed account value to less than \$2,000, that entire indexed account value will be transferred to the Fixed Account.

### **CASH SURRENDER VALUE**

The cash surrender value before Annuity Payments begin equals:

1. the Contract Value on the date of the withdrawal; minus
2. any surrender charge; minus
3. any applicable taxes payable by us and not previously deducted.

In no event will the cash surrender value be less than the Guaranteed Minimum Value.

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## WITHDRAWALS

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### WITHDRAWALS

At or prior to the commencement of the Income Phase, you may withdraw all or part of your Contract Value by sending a request to our Home Office. A withdrawal may have a surrender charge.

If you withdraw all of your Contract Value, all benefits under the Contract will terminate.

You may choose to withdraw part of your Contract Value from the Fixed Account or one or more Indexed Accounts. The withdrawal will be deducted pro-rata from the Fixed Account and the Indexed Accounts unless you tell us otherwise.

### WITHDRAWAL RESTRICTIONS

Each withdrawal must be at least \$500.

If any withdrawal would reduce the Contract Value to less than \$2,000, the remaining balance will also be withdrawn and the Contract will be terminated.

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## CHARGES AND TAXES

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The following charges may apply to your Contract:

### SURRENDER CHARGE

The surrender charge may be assessed on withdrawals from your Contract. The charge is a percentage of the amount of the Contract Value withdrawn. The surrender charge schedule is shown on the contract data page.

### WAIVER OF CHARGES

The following "Waiver of Charges" section describes the waivers that may apply to your Contract.

#### Free Partial Withdrawals

You may withdraw 10% of your Contract Value each Contract Year without a surrender charge. The determination of whether more than 10% of the Contract Value has been withdrawn is made at the time of withdrawal. If you take more than one withdrawal in a Contract Year, the previous withdrawals in the Contract Year are added to the current Contract Value to determine whether more than 10% of the Contract Value has been withdrawn in that Contract Year.

#### Repetitive Withdrawals & Annuity Payments

Surrender charges will not be assessed on repetitive withdrawals and Annuity Payments. Repetitive withdrawals are withdrawals that are equal or substantially equal and are expected to deplete the Contract Value over your life expectancy or the joint life expectancies of you and your joint owner (or, if applicable, you and your beneficiary). However, if you take additional withdrawals or otherwise modify or stop the repetitive withdrawals, the repetitive withdrawals taken during the Contract Year will be included when determining whether more than 10% of the Contract Value has been withdrawn.

#### Nursing Home Waiver

Surrender charges may be waived for withdrawals taken after you have been confined to a hospital or nursing home for 30 consecutive days if:

- the confinement begins after the Contract Date; and
- the withdrawal is taken during confinement or within 90 days after confinement ends.

If you are confined to a hospital or nursing home on the Contract Date, you are not eligible for this waiver of surrender charges until after the first Contract Year.

We may require proof of confinement. Proof of confinement may include a billing statement from the hospital or nursing home showing the dates of confinement and service, or a certification of confinement signed by the owner's attending physician.

If the Contract is owned by a non-natural person as the agent for a natural person, the confinement of the annuitant will be treated as the confinement of the owner. In this case, all references to "you" or "owner" in this Nursing Home Waiver provision are replaced by "annuitant".

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## CHARGES AND TAXES *(Continued)*

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The 30 day period may be satisfied by confinement in a combination of hospitals or nursing homes. Separate periods of confinement beginning within 30 days of the start of a previous 30 consecutive day period of confinement for the same or related condition will be considered the same confinement.

A new 30 consecutive day period will be applied for a confinement due to a new or non-related cause or to a confinement occurring more than 30 days from the most recent confinement for the same or related condition.

"Hospital" is defined in two ways. It is a lawfully-operated institution that is licensed as a hospital by the Joint Commission of Accreditation of Hospitals, or it is a lawfully-operated institution that provides in-patient treatment under the direction of a staff of physicians and has 24-hour per day nursing services.

"Nursing home" is defined as a facility licensed by the state that provides convalescent or chronic care for in-patients who, by reason of illness or infirmity, are unable to properly care for themselves.

Physician means a health care practitioner licensed, board certified or board eligible, who is qualified to practice in the area of medicine or in a specialty appropriate to treat the owner's condition or disease. It does not include you or a member of your family.

**Denial of Waiver  
Claims**

If we do not waive surrender charges for a nursing home confinement, we will notify you of the denial and will not process the withdrawal until we have received confirmation from you to proceed with the withdrawal.

**MINIMUM VALUES**

The cash surrender value, the paid-up annuity, and the death benefit will not be less than the minimum that is required by the National Association of Insurance Commissioners Standard Nonforfeiture Law for Individual Deferred Annuities.

**ANNUAL CHARGE**

\$25.00 will be deducted on each Contract Anniversary if in the prior Contract Year more than one withdrawal is paid. This charge will, however, be waived if such payments were made by electronic funds transfer.

**INCOME OR OTHER  
TAXES**

Currently we do not pay income or other taxes on the interest credited to your Contract. If we ever incur such taxes, we reserve the right to deduct them from your Contract.

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## ANNUITY PAYMENTS

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**ANNUITY PAYMENT  
OPTIONS**

You must choose to receive a lump sum or start the Income Phase no later than the maximum annuitization age shown on the contract data page. During the Income Phase, the payee (you or someone you choose) receives monthly, quarterly, semi-annual or annual Annuity Payments beginning on the Annuity Date.

You may start the Income Phase anytime after the first Contract Anniversary. To start the Income Phase, you must notify us in writing at least 30 days prior to the date that Annuity Payments are to begin. Annuity Payments will be made under one of the annuity options described in this Contract or another annuity option that you want and that we agree to provide. If the amount applied to an annuity option is less than \$2,000, we may pay you in a lump sum where permitted by state law. We reserve the right to change the payment frequency if payment amounts would be less than \$250.

Switching to the Income Phase is irrevocable. Once Annuity Payments begin, you cannot switch back to the Accumulation Phase, change or add an annuitant, or change the annuity option. Once you start the Income Phase, the Guaranteed Minimum Value will no longer be applicable.

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## ANNUITY PAYMENTS *(Continued)*

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**Partial  
Annuitization**

You may choose to apply a portion of the Contract Value to an annuity payment option. In this situation, the Contract Value will be divided into two parts. The non-annuitized portion would remain in the Accumulation Phase, while the annuitized portion would be moved to the Income Phase.

**Annuity Options**

Annuity payment options based on a life ensure that the annuitant cannot outlive the Annuity Payments. The duration of the annuitant(s) life/lives determines how long payments continue under the following options:

**Life Annuity**

The payee receives Annuity Payments as long as the annuitant is living. Annuity Payments stop when the annuitant dies.

**Life Annuity  
with  
Guaranteed  
Period**

The payee receives Annuity Payments for the longer of the annuitant(s) life or a guaranteed period of five or more years as selected by you and agreed to by us. If the annuitant dies before the end of the guaranteed period, the remaining payments due during the guaranteed period will be made to the payee designated by the owner. Annuity Payments stop the later of the date the annuitant dies or the date the guaranteed period ends.

**Joint and  
Survivor Life  
Annuity**

The payee receives Annuity Payments as long as the annuitant is living. After the annuitant dies, the payee receives a specified percentage of each Annuity Payment as long as the joint annuitant is living. You name the joint annuitant and payment percentage at the time you elect this option. Annuity Payments stop the later of the date the annuitant dies or the date the joint annuitant dies.

**Joint and  
Survivor Life  
Annuity with  
Guaranteed  
Period**

The payee receives Annuity Payments as long as the annuitant is living. The full Annuity Payment will be paid until the end of the guaranteed period. If the annuitant is alive when the guaranteed period ends, the full Annuity Payment will continue to be paid. If the annuitant dies, the joint annuitant is alive, and the guaranteed period has ended, a percentage of the Annuity Payment amount will continue to be paid as long as the joint annuitant is alive. If the annuitant dies and the joint annuitant is living, payments will be made to the joint annuitant. You name the joint annuitant and payment percentage at the time you elect this option. The guaranteed period must be for a period of five or more years as selected by you and agreed to by us.

**Automatic  
Option**

If you do not choose an annuity option at least 30 days before the latest Annuity Date allowed under the Contract, we will make Annuity Payments under the Life Annuity with guaranteed period annuity option. The guaranteed period will be equal to 10 years, unless a shorter period is otherwise required under the Internal Revenue Code of 1986, as amended.

**CALCULATION OF  
ANNUITY PAYMENTS**

For all annuity options the amount of each Annuity Payment will be calculated by applying the greater of the Contract Value or cash surrender value to the Annuity Options Purchase Rate Table of the Contract, or the current rates at that time if more favorable to you. These Annuity Payments will not be less than those that are provided by the application of the cash surrender value to purchase any single consideration immediate annuity contract at purchase rates offered by us at such time to the same class of annuitants. If taxes are required, these taxes will be deducted before the Annuity Payments are calculated.

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## DEATH BENEFIT

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### **DEATH BENEFIT PROVISIONS**

The foregoing Death Benefit provisions and the Contract shall in all events, be construed in a manner consistent with Section 72(s) of the Internal Revenue Code of 1986, as amended.

### **DEATH OF ANNUITANT Prior to the Annuity Date**

If the annuitant is not an owner and the annuitant dies before the Annuity Date, you must designate a new annuitant. If no designation is made within 30 days after we are notified of the annuitant(s) death, the oldest owner named on the application will become the annuitant.

If the Contract is owned by a non-natural person, the death of the annuitant will be treated as the death of the owner. In this case, all references to "owner" and "joint owner" in these provisions are replaced by "annuitant" and "joint annuitant."

### **DEATH OF OWNER Prior to the Annuity Date**

If any owner dies before the Annuity Date, we will pay a death benefit equal to the greater of the Contract Value or the cash surrender value to the:

- surviving owner; or if none, then
- surviving primary beneficiary(ies); or if none, then
- surviving contingent beneficiary(ies); or if none, then
- the estate of the last owner to die.

If the beneficiary is the owner's spouse, the spouse has the option to continue the Contract and will then be the owner of the Contract.

### **Payment of Death Benefit**

To pay the death benefit, we require proof of death. Proof of death is a certified copy of a death certificate plus written direction from at least one eligible recipient of the death benefit proceeds regarding how to pay the death benefit payment. If the death benefit is payable to an owner's estate, we will pay it in a single payment.

We will pay interest on the death benefit amount at the rate required by state law.

The death benefit may be paid as:

- a lump sum payment or series of withdrawals that are completed within five years from the date of death; or
- Annuity Payments made over a person's life or life expectancy. The life expectancy election must be made within 60 days from our receipt of proof of death. Annuity Payments must begin within one year from the date of death. Once Annuity Payments begin, they cannot be changed.

If a person entitled to receive a death benefit dies before the death benefit is distributed, we will pay the death benefit to that person's named beneficiary or, if none, to that person's estate.

### **DEATH OF ANNUITANT On or After the Annuity Date**

If the annuitant is not the owner and dies after the Annuity Date, then we will continue paying any remaining Annuity Payments to the payee designated by the owner.

### **DEATH OF OWNER On or After the Annuity Date**

If the owner dies after the Annuity Date, then any amounts paid after the death of the owner will depend on which annuity option was selected. If the owner dies while Annuity Payments are being paid under an option based on a life, we will pay any remaining Annuity Payments in accordance with that option. We will pay remaining Annuity Payments at least as rapidly as under the annuity option then in effect. The person or entity with the right to receive the death benefit or change the payee for remaining Annuity Payments is determined as follows:

- the surviving owner or joint owner; or if none, then
- the surviving primary beneficiary(ies); or if none, then
- the surviving contingent beneficiary(ies); or if none, then
- the estate of the last owner to die.

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## GENERAL PROVISIONS

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<b>ACCOUNT STATEMENTS</b>	At least once each calendar year of the Accumulation Phase, we will furnish you a statement showing the beginning and ending dates of the current report period, the Contract Value, any applicable surrender charge, cash surrender value, death benefit, credited interest, any transactions and any other information required under state or federal law. Each statement will show information as of a date not more than four months prior to the mailing date. The owner may request additional statements. A charge may apply to each of these requests. The charge will not exceed [\$10.00].
<b>ASSIGNMENT OF BENEFITS</b>	Unless restricted by applicable law, you may assign or otherwise transfer your rights under the Contract by sending us a signed and dated request. Unless you specify otherwise, an assignment or transfer is effective as of the date you signed the notice of change, subject to any payments made or actions we may take prior to receipt of the notice. We are not responsible for the validity of any assignment or transfer. To the extent allowed by law, payments under the Contract are not subject to legal process for the claims of creditors.
<b>COMMUNICATIONS</b>	<p>All written communications to you will be addressed to you at your last known address on file with Symetra Life.</p> <p>All written communications to Symetra Life must be submitted to us at our Home Office.</p>
<b>CONTRACT AMENDMENTS</b>	We may unilaterally amend the provisions of the Contract as required to conform to any state or federal law that affects the Contract. Only an authorized officer of Symetra Life may change the Contract. Any change must be in writing. We reserve the right to change the provisions of the Contract to conform to changes in any applicable provisions or requirements of the Internal Revenue Code.
<b>ENTIRE CONTRACT</b>	The Contract, contract data page, and application, as may be amended, and any riders and endorsements are the entire Contract.
<b>ESSENTIAL DATA</b>	You and each person entitled to receive benefits under the Contract must provide us with any information we need to administer the Contract. We are entitled to rely exclusively on the completeness and accuracy of data furnished by you, and we will not be liable with respect to any omission or inaccuracy.
<b>EVIDENCE OF SURVIVAL</b>	When any payments under the Contract depend upon any person(s) being alive on a given date, we may require satisfactory proof that the person is living before making such payments.
<b>INCONTESTABILITY</b>	<p>The Contract and any rider(s) or endorsement(s) presently attached to the Contract are incontestable as to the material facts of the application for the Contract and to the representations of the owner after such Contract has been in force during the lifetime of the owner for two years from its date of issue.</p> <p>If any rider or endorsement subsequently attached to the Contract provides supplemental benefits that the owner applied for after the Contract was issued, such rider or endorsement is incontestable as to the material facts of the application for the supplemental benefit and to the representations of the owner after such rider or endorsement has been in force during the lifetime of the owner for two years from its date of issue.</p> <p>Coverage may be contested on a statement contained in an application made a part of the Contract except on the basis of age and sex. The statement on which the contest is based shall be material to the risk accepted or the hazard assumed by us.</p>

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## GENERAL PROVISIONS *(Continued)*

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<b>JURISDICTION</b>	In the event of a dispute, the laws of the jurisdiction in which the Contract is delivered will apply.
<b>MISSTATEMENT OF AGE OR SEX</b>	We may require satisfactory proof of age or sex at any time. If Annuity Payments are based on life or life expectancy and the age or sex of any annuitant(s) has/have been misstated, Annuity 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 credit interest on underpayments at a rate of 0.1%.
<b>NONPARTICIPATION</b>	The Contract is nonparticipating, which means it will not share in any distribution of profits, losses, or surplus of Symetra Life.
<b>STATE REQUIRED BENEFITS</b>	When we pay any death benefit, partial or total withdrawal or annuity benefit under this Contract, the amount will not be less than the minimum benefits required by any statute of any state in which the Contract is delivered.
<b>SUSPENSION OF WITHDRAWALS</b>	We retain the right to defer payment of withdrawals for a period of 6 months after receiving the request. No death benefit request will be deferred. We will submit a written request to the insurance commissioner and wait for written approval prior to deferring any payment of cash value. We will notify you of the payment date and the reason for the delay. The interest rate credited to the Contract during this period will not be less than the rate required under state law.
<b>TERMINATION OF CONTRACT</b>	The Contract will terminate when we have completed all our duties and obligations under the Contract.

## [ANNUITY OPTIONS PURCHASE RATE TABLE

The rates in the Annuity Purchase Rate Table are based upon the Annuity 2000 Mortality Table. Annuity improvement scale G is used to project mortality using a generational approach with an initial projection of 30 years. The effective interest rate assumed in the Annuity Purchase Rate Table is 1.00%.

### Consideration Required to Purchase \$1 of Monthly Annuity\*

Age	Table 1 Life Annuity No Period Certain		Table 2 Life Annuity 5 Yrs Certain		Table 3 Life Annuity 10 Yrs Certain		Table 4	Table 5	Table 6
	Male	Female	Male	Female	Male	Female	100% Joint & Survivor** Life Annuity	5 Years Certain and Life	10 Years Certain and Life
60	306.31	337.45	306.94	337.81	309.12	339.05	377.04	377.04	377.10
61	297.59	328.57	298.27	328.96	300.67	330.33	368.26	368.26	368.32
62	288.84	319.65	289.59	320.09	292.24	321.59	359.40	359.41	359.49
63	280.07	310.70	280.89	311.18	283.85	312.83	350.49	350.49	350.59
64	271.30	301.72	272.21	302.24	275.51	304.06	341.51	341.52	341.63
65	262.54	292.71	263.55	293.29	267.25	295.29	332.47	332.49	332.63
66	253.80	283.68	254.93	284.32	259.07	286.54	323.39	323.41	323.58
67	245.10	274.63	246.37	275.33	251.00	277.80	314.26	314.28	314.50
68	236.45	265.57	237.89	266.33	243.05	269.10	305.09	305.11	305.39
69	227.90	256.48	229.53	257.33	235.25	260.44	295.89	295.92	296.26
70	219.47	247.39	221.29	248.34	227.63	251.85	286.67	286.71	287.14
71	211.17	238.31	213.21	239.36	220.19	243.34	277.44	277.49	278.02
72	203.02	229.23	205.27	230.43	212.94	234.92	268.21	268.28	268.94
73	195.01	220.18	197.50	221.55	205.90	226.63	258.99	259.08	259.89
74	187.13	211.21	189.87	212.77	199.06	218.50	249.80	249.90	250.91
75	179.37	202.33	182.38	204.11	192.42	210.55	240.64	240.77	242.00
76	171.73	193.57	175.05	195.59	186.00	202.81	231.54	231.70	233.20
77	164.24	184.94	167.89	187.22	179.81	195.30	222.50	222.69	224.52
78	156.90	176.46	160.90	179.02	173.85	188.04	213.53	213.78	215.99
79	149.70	168.10	154.09	170.98	168.15	181.04	204.65	204.95	207.63
80	142.68	159.89	147.48	163.12	162.72	174.34	195.86	196.23	199.46
81	135.82	151.83	141.08	155.46	157.57	167.95	187.18	187.63	191.52
82	129.13	143.95	134.88	148.02	152.72	161.91	178.62	179.17	183.85
83	122.62	136.24	128.89	140.80	148.18	156.23	170.20	170.87	176.48
84	116.29	128.74	123.11	133.85	143.93	150.94	161.92	162.74	169.44
85	110.14	121.45	117.57	127.17	139.99	146.02	153.81	154.81	162.74
86	104.16	114.38	112.27	120.80	136.33	141.48	145.88	147.10	156.40
87	98.36	107.54	107.21	114.76	132.95	137.29	138.12	139.62	150.42
88	92.72	100.96	102.40	109.05	129.82	133.43	130.57	132.40	144.80
89	87.33	94.70	97.89	103.73	126.97	129.93	123.28	125.49	139.58
90	82.18	88.78	93.64	98.76	124.41	126.79	116.25	118.88	134.81
91	77.28	83.19	89.64	94.12	122.16	124.05	109.48	112.57	130.53
92	72.61	77.92	85.85	89.76	120.24	121.71	102.96	106.51	126.81
93	68.14	72.94	82.22	85.63	118.67	119.80	96.65	100.68	123.68
94	63.76	68.09	78.73	81.67	117.42	118.26	90.44	95.02	121.12
95	59.41	63.34	75.42	77.91	116.44	117.06	84.31	89.58	119.08
96	55.06	58.60	72.33	74.42	115.70	116.14	78.21	84.40	117.50
97	50.64	53.80	69.52	71.23	115.17	115.46	72.10	79.58	116.32
98	46.11	48.89	67.07	68.46	114.79	114.98	65.99	75.25	115.49
99	41.87	44.31	65.07	66.18	114.55	114.66	60.26	71.58	114.94
100	37.94	40.08	63.44	64.33	114.41	114.47	54.92	68.51	114.61

\* The consideration shown refers to the net value of the Contract used to purchase a fixed annuity after any applicable taxes or charges are deducted. For example, if the annuitant is a 65-year old male, a life annuity that provides a guaranteed monthly income of \$1,000 will cost \$262,540.

\*\* Annuitant and joint annuitant are assumed to be the same age.]

## [ANNUITY OPTIONS PURCHASE RATE TABLE

The rates in the Annuity Purchase Rate Table are based upon the Annuity 2000 Mortality Table blended 20% Male and 80% Female. Annuity improvement scale G blended 20% Male and 80% Female is used to project mortality using a generational approach with an initial projection of 30 years. The effective interest rate assumed in the Annuity Purchase Rate Table is 1.00%.

### Consideration Required to Purchase \$1 of Monthly Annuity

Age of Annuitant	100% Joint & Survivor					
	Life Annuity	Life Annuity 5 Years Certain	Life Annuity 10 Years Certain	Life Annuity	5 Years Certain & Life	10 Years Certain & Life
55	374.90	375.16	376.06	425.62	425.63	425.64
56	366.26	366.55	367.54	417.25	417.25	417.27
57	357.59	357.90	358.98	408.80	408.81	408.83
58	348.87	349.21	350.39	400.28	400.28	400.31
59	340.10	340.48	341.77	391.68	391.68	391.71
60	331.29	331.70	333.12	383.00	383.00	383.04
61	322.44	322.88	324.44	374.24	374.25	374.29
62	313.54	314.04	315.75	365.42	365.42	365.48
63	304.62	305.16	307.06	356.52	356.53	356.60
64	295.67	296.27	298.36	347.56	347.57	347.65
65	286.71	287.36	289.68	338.53	338.54	338.64
66	277.73	278.45	281.03	329.45	329.46	329.59
67	268.74	269.55	272.41	320.31	320.32	320.48
68	259.75	260.64	263.85	311.12	311.14	311.33
69	250.77	251.76	255.36	301.88	301.90	302.15
70	241.81	242.91	246.95	292.61	292.64	292.95
71	232.87	234.10	238.64	283.30	283.34	283.74
72	223.96	225.36	230.45	273.98	274.02	274.52
73	215.11	216.69	222.40	264.64	264.70	265.32
74	206.35	208.13	214.52	255.31	255.39	256.17
75	197.69	199.70	206.83	246.01	246.11	247.08
76	189.15	191.41	199.36	236.74	236.87	238.07
77	180.75	183.28	192.11	227.53	227.69	229.17
78	172.50	175.33	185.12	218.39	218.58	220.41
79	164.38	167.54	178.38	209.32	209.56	211.79
80	156.41	159.94	171.94	200.32	200.62	203.35
81	148.60	152.54	165.80	191.42	191.79	195.13
82	140.95	145.34	160.01	182.64	183.09	187.17
83	133.49	138.38	154.56	173.98	174.54	179.50
84	126.23	131.67	149.49	165.46	166.16	172.15
85	119.17	125.22	144.77	157.10	157.97	165.16
86	112.32	119.07	140.41	148.92	149.99	158.53
87	105.69	113.22	136.38	140.93	142.26	152.27
88	99.30	107.70	132.68	133.15	134.80	146.39
89	93.22	102.54	129.31	125.63	127.66	140.93
90	87.45	97.72	126.29	118.40	120.83	135.93
91	82.00	93.21	123.65	111.44	114.32	131.45
92	76.85	88.96	121.40	104.75	108.08	127.54
93	71.97	84.93	119.56	98.28	102.08	124.25
94	67.22	81.07	118.08	91.94	96.26	121.56
95	62.55	77.40	116.93	85.67	90.66	119.41
96	57.89	73.98	116.05	79.45	85.34	117.73
97	53.16	70.88	115.40	73.22	80.38	116.48
98	48.32	68.17	114.94	67.00	75.91	115.59
99	43.81	65.94	114.64	61.16	72.13	115.00
100	39.64	64.14	114.46	55.74	68.96	114.64

\* The consideration shown refers to the net value of the Contract used to purchase a fixed annuity after any applicable taxes or charges are deducted. For example, if the annuitant is a 65-year old male, a life annuity that provides a guaranteed monthly income of \$1,000 will cost \$262,540.

\*\* Annuitant and joint annuitant are assumed to be the same age.]

**INDIVIDUAL SINGLE PREMIUM FIXED INDEXED DEFERRED ANNUITY**

**THE CONTRACT HAS FIXED AND INDEXED ACCOUNTS. INTEREST CREDITS FOR INDEXED ACCOUNTS ARE AFFECTED BY THE VALUE OF OUTSIDE INDEXES. VALUES AND BENEFITS BASED ON THE PERFORMANCE OF ANY INDEX ARE NOT GUARANTEED AND MAY INCREASE OR DECREASE. THE CONTRACT DOES NOT DIRECTLY PARTICIPATE IN ANY OUTSIDE INVESTMENT. WHEN THE CONTRACT VALUE IS WITHDRAWN, PAID AS A DEATH BENEFIT, OR ANNUITIZED IT MAY BE SUBJECT TO A SURRENDER CHARGE AS SET FORTH ON THE CONTRACT DATA PAGE ON PAGE 1 AND IN THE CONTRACT ON PAGE 8. THE CONTRACT IS NON-PARTICIPATING AND INCLUDES BENEFITS WAIVING SURRENDER CHARGES.**

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## CONTRACT DATA PAGE

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**Product Name:** [Fixed Indexed Annuity Contract]  
**Product Type:** [Non-Qualified Annuity]  
**Contract Date:** [09/01/2010]  
**Contract Number:** [000000000]  
**Purchase Payment:** [\$10,000]  
**Owner:** [John Q. Doe  
123 Any Street  
Any City, WA 00000]  
**Annuitant:** [John Q. Doe]  
**Annuitant Issue Age:** [35]  
**Maximum Issue Age:** [90] The Contract Date must be prior to the owner(s) and annuitant(s) [91st] birthday.  
**Maximum Annuitization Age:** [100] Annuity Payments must begin prior to the annuitant(s) (including joint annuitant(s)) [101st] birthday.  
This is not later than [2/28/2105]

**Guaranteed Return Of Purchase Payment:**

Upon a total withdrawal from the Contract, full annuitization or death of the owner we will reduce any surrender charge, annual charge and any applicable taxes to the extent necessary to guarantee that the total withdrawal, the amount applied toward Annuity Payments or the death benefit when added to prior withdrawals or partial annuitizations, will equal at least 100% of your total Purchase Payment. For this purpose, all payments made to you under this Contract are considered to be a return of Purchase Payment. You will receive the greater of the value described here or the Guaranteed Minimum Value as described in your Contract.

**Guaranteed Minimum Value:** 100% of the Purchase Payment accumulated at the nonforfeiture rate each year, less prior withdrawals or partial annuitization accumulated at the nonforfeiture rate each year, less any applicable surrender charge. If necessary to meet this minimum, charges will be waived. The nonforfeiture rate is shown below.

**Nonforfeiture Rate:** [1.00%]

<b>Surrender Charge Schedule:</b>	<b>Contract Year</b>	<b>Charge</b>
	[1	9% of amount withdrawn
	2	8% of amount withdrawn
	3	7% of amount withdrawn
	4	7% of amount withdrawn
	5	6% of amount withdrawn
	6	5% of amount withdrawn
	7	4% of amount withdrawn
	8	3% of amount withdrawn
	9	2% of amount withdrawn
	10	1% of amount withdrawn
	After 10	0% of amount withdrawn]

Please see the "Charges and Taxes" section for a complete explanation of charges.

**Interest Term:** [1 year]

## Interest Crediting Method Options

### Fixed Account Guaranteed Minimum Interest Rate:

[1.00%]

### Indexed Accounts

Index options:

[S&P 500<sup>®</sup> Composite Stock Price Index]

[S&P GSCI<sup>®</sup> Goldman Sachs Commodities Index]

Any Index does not include the payment or reinvestment of dividends in the calculation of its performance and is not available for direct investment.

Indexed interest crediting method options:

[Point-to-Point]

[Monthly Average]

The index options, crediting method options and the initial allocation percentages you have chosen and their associated indexed interest caps are detailed in the additional information accompanying the Contract.

### Guaranteed Minimum Indexed Interest Cap:

[2.00%]

### Indexed Interest Floor:

[0.00%]

### Indexed Interest Cap:

The indexed interest cap is the maximum indexed interest rate that can be credited to the indexed account value for the Interest Term for which it is declared. The initial indexed interest cap applies to the initial Interest Term.

The Company will declare an indexed interest cap for each subsequent Interest Term.

Subsequent indexed interest caps may be higher or lower than the initial indexed interest cap, but will never be less than the guaranteed minimum indexed interest cap, shown above. Subsequent indexed interest caps may differ from the indexed interest cap used for new Contracts or for other Contracts issued at different times.

The indexed interest floor, shown above, is the minimum indexed interest rate that can be credited to the indexed account value in any Interest Term.

### Indexed Interest:

Indexed interest is credited at the end of an Interest Term. The length of the Interest Term is shown above. Deductions from the indexed account value for withdrawals and any charges and taxes during an Interest Term receive no indexed interest for the Interest Term in which the deduction occurs.

To determine the indexed interest, the indexed interest rate will be multiplied by the indexed account value. **Prior withdrawals from the indexed account value will not be credited with any interest.**

In no event will the indexed interest rate ever be less than the indexed interest floor.

**Crediting Methods**

**Point-to-Point  
Crediting Method:**

The indexed interest rate that will be used to credit interest to an Indexed Account using the point-to-point crediting method is the lesser of:

The indexed interest cap; and

$$\frac{\text{Index Value on the last day of the Interest Term}}{\text{Index Value on the first day of the Interest Term}} - 1$$

**Monthly Average  
Crediting Method:**

The indexed interest rate used to credit interest to an Indexed Account using the monthly average crediting method is the lesser of:

The indexed interest cap; and

$$\frac{\text{average Index Value during the Interest Term}}{\text{Index Value on the first day of the Interest Term}} - 1$$

The average Index Value is calculated as the sum of the Index Values as of the same calendar day as the Allocation Date for each month during the Interest Term, divided by the number of months during the Interest Term.

If any of these calendar days is not a Business Day, then we will use the Index Value as of the next Business Day.

**Delivered in the State of:** [any state] and governed by its laws.

**Premium Taxes:** [0.00%]

**ANNUITY SERVICE OFFICE:**

**Home Office:**

Symetra Life Insurance Company  
Retirement Division  
[777 108th Ave. NE, Suite 1200  
Bellevue, Washington 98004]

**Mailing Address:**

Symetra Life Insurance Company  
Retirement Division  
[PO Box 3882  
Seattle, Washington 98124]

**Telephone:** [1-800-796-3872]

**Fax:** [1-866-532-1356]

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## CONTRACT DATA PAGE

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**Product Name:** [Fixed Indexed Annuity Contract]

**Product Type:** [Non-Qualified Annuity]

**Contract Date:** [09/01/2010]

**Contract Number:** [000000000]

**Purchase Payment:** [\$10,000]

**Owner:** [John Q. Doe  
123 Any Street  
Any City, WA 00000]

**Annuitant:** [John Q. Doe]

**Annuitant Issue Age:** [35]

**Maximum Issue Age:** [90] The Contract Date must be prior to the owner(s) and annuitant(s) [91st] birthday.

**Maximum Annuitization Age:** [100] Annuity Payments must begin prior to the annuitant(s) (including joint annuitant(s)) [101st] birthday.  
  
This is not later than [2/28/2105]

**Guaranteed Minimum Value:** 100% of the Purchase Payment accumulated at the nonforfeiture rate each year, less prior withdrawals or partial annuitization accumulated at the nonforfeiture rate each year, less any applicable surrender charge. If necessary to meet this minimum, charges will be waived. The nonforfeiture rate is shown below.

**Nonforfeiture Rate:** [1.00%]

**Surrender Charge Schedule:**

Contract Year	Charge
[1	9% of amount withdrawn
2	8% of amount withdrawn
3	7% of amount withdrawn
4	7% of amount withdrawn
5	6% of amount withdrawn
6	5% of amount withdrawn
7	4% of amount withdrawn
8	3% of amount withdrawn
9	2% of amount withdrawn
10	1% of amount withdrawn
After 10	0% of amount withdrawn]

Please see the "Charges and Taxes" section for a complete explanation of charges.

**Interest Term:** [1 year]

## Interest Crediting Method Options

### Fixed Account Guaranteed Minimum Interest Rate:

[1.00%]

### Indexed Accounts

Index options:  
[S&P 500<sup>®</sup> Composite Stock Price Index]  
[S&P GSCI<sup>®</sup> Goldman Sachs Commodities Index]

Any Index does not include the payment or reinvestment of dividends in the calculation of its performance and is not available for direct investment.

Indexed interest crediting method options:  
[Point-to-Point]  
[Monthly Average]

The index options, crediting method options and the initial allocation percentages you have chosen and their associated indexed interest caps are detailed in the additional information accompanying the Contract.

### Guaranteed Minimum Indexed Interest Cap:

[2.00%]

### Indexed Interest Floor:

[0.00%]

### Indexed Interest Cap:

The indexed interest cap is the maximum indexed interest rate that can be credited to the indexed account value for the Interest Term for which it is declared. The initial indexed interest cap applies to the initial Interest Term.

The Company will declare an indexed interest cap for each subsequent Interest Term.

Subsequent indexed interest caps may be higher or lower than the initial indexed interest cap, but will never be less than the guaranteed minimum indexed interest cap, shown above. Subsequent indexed interest caps may differ from the indexed interest cap used for new Contracts or for other Contracts issued at different times.

The indexed interest floor, shown above, is the minimum indexed interest rate that can be credited to the indexed account value in any Interest Term.

### Indexed Interest:

Indexed interest is credited at the end of an Interest Term. The length of the Interest Term is shown above. Deductions from the indexed account value for withdrawals and any charges and taxes during an Interest Term receive no indexed interest for the Interest Term in which the deduction occurs.

To determine the indexed interest, the indexed interest rate will be multiplied by the indexed account value. **Prior withdrawals from the indexed account value will not be credited with any interest.**

In no event will the indexed interest rate ever be less than the indexed interest floor.

**Crediting Methods**

**Point-to-Point  
Crediting Method:**

The indexed interest rate that will be used to credit interest to an Indexed Account using the point-to-point crediting method is the lesser of:

The indexed interest cap; and

$$\frac{\text{Index Value on the last day of the Interest Term}}{\text{Index Value on the first day of the Interest Term}} - 1$$

**Monthly Average  
Crediting Method:**

The indexed interest rate used to credit interest to an Indexed Account using the monthly average crediting method is the lesser of:

The indexed interest cap; and

$$\frac{\text{average Index Value during the Interest Term}}{\text{Index Value on the first day of the Interest Term}} - 1$$

The average Index Value is calculated as the sum of the Index Values as of the same calendar day as the Allocation Date for each month during the Interest Term, divided by the number of months during the Interest Term.

If any of these calendar days is not a Business Day, then we will use the Index Value as of the next Business Day.

**Delivered in the State of:** [any state] and governed by its laws.

**Premium Taxes:** [0.00%]

**ANNUITY SERVICE OFFICE:**

**Home Office:**

Symetra Life Insurance Company  
Retirement Division  
[777 108th Ave. NE, Suite 1200  
Bellevue, Washington 98004]

**Mailing Address:**

Symetra Life Insurance Company  
Retirement Division  
[PO Box 3882  
Seattle, Washington 98124]

**Telephone:** [1-800-796-3872]

**Fax:** [1-866-532-1356]

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**INDIVIDUAL SINGLE PREMIUM FIXED INDEXED DEFERRED ANNUITY APPLICATION**

**[Fixed Indexed Annuity]**

Surrender Charge Period:  5-Year  7-Year

**[RESPONSE REQUIRED** Guaranteed Return of Purchase Payment  Yes  No]

<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)							
Date of Birth		Trust <input type="checkbox"/>	Sex <input type="checkbox"/> M <input type="checkbox"/> F		Marital Status		Phone No. (include area code)

<b>Joint Owner</b> <i>Optional, nonqualified annuities only.</i>				Name (first, middle initial, last)		SSN	
Address (number and street, city, state, zip)							
Date of Birth		Sex <input type="checkbox"/> M <input type="checkbox"/> F	Marital Status		Phone No. (include area code)		

<b>Annuitant</b> <i>Required if owner is non-natural person. If joint owners are listed, default annuitant is the primary owner.</i>				Name (first, middle initial, last)		SSN	
Address (number and street, city, state, zip)							
Date of Birth		Sex <input type="checkbox"/> M <input type="checkbox"/> F	Marital Status		Phone No. (include area code)		

**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). P - primary C - contingent</i>	Name (first, middle initial, last)	SSN	Relationship to Owner	Percentage(%)
<input type="checkbox"/> P				
<input type="checkbox"/> P				
<input type="checkbox"/> C				
<input type="checkbox"/> P				
<input type="checkbox"/> C				
<input type="checkbox"/> P				
<input type="checkbox"/> C				
<input type="checkbox"/> P				
<input type="checkbox"/> C				

<b>Plan Type</b>	<input type="checkbox"/> Nonqualified ]	<input type="checkbox"/> SEP	<input type="checkbox"/> Roth IRA*]
	<input type="checkbox"/> IRA ]	[Employer Name _____]	[*First tax year contribution made: _____]
	[Contribution: Year _____]		Year _____ ]

<b>Purchase Payment</b>	Purchase Payment \$ _____ (Minimum is [\$10,000.00])
-------------------------	--

**Interest Crediting Method Options** *Allocate amounts to the following options in whole percentages only. Total allocation must equal 100%. The minimum allocation to any Interest Crediting Method Option is [\$2,000]. Your initial funds will be automatically transferred to the Indexed Account or Fixed Account, according to the selections made below, on the first available Allocation Date after the Contract Date.*

Indexed Account options:	Fixed Account option:
[S&P 500® Point-to-Point _____ %]	Fixed Account _____ %
[S&P 500® Monthly Average _____ %]	
[S&P GSCI® Point-to-Point _____ %]	
[S&P GSCI® Monthly Average _____ %]	

<b>Transfer Information</b>	<input type="checkbox"/> IRC 1035 Exchange	<input type="checkbox"/> Non-Direct Rollover	<input type="checkbox"/> Direct Rollover	<input type="checkbox"/> Direct Transfer	<input type="checkbox"/> Roth Conversion
-----------------------------	--	--	--	--	--

**Owner's Statement and Signatures**

**Do you have any existing life insurance policies 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 life insurance policies or annuity contracts 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 understand this annuity is not federally insured. On behalf of myself and any person who may claim any interest under this policy, 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 have read and understand the important disclosures located below.

I understand that withdrawals from an Indexed Account on a non-Indexing Date will not receive indexed interest.

**I UNDERSTAND THAT I AM PURCHASING A FIXED INDEXED ANNUITY CONTRACT AND THAT WHILE THE VALUE OF THE CONTRACT MAY BE AFFECTED BY AN EXTERNAL INDEX, THE CONTRACT DOES NOT DIRECTLY PARTICIPATE IN ANY STOCK, EQUITY OR COMMODITY INVESTMENTS.**

I understand that any values shown, other than guaranteed minimum values, are not guarantees, promises or warranties.



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 my knowledge does the owner have any existing life insurance policies or annuity 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 life insurance policies or annuity contracts?**

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.

I certify that I have truly and accurately recorded on the application the information provided by the applicant.



Licensed Agent's Signature

Date

Agency Name and Phone No.

Licensed Agent (print name)

State License No.

Agent No.

**Fraud Warning**

**For Residents of Other States not listed below:** Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

**District of Columbia:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

**Florida:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**New Jersey:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**You may contact Symetra to receive a free Buyer's Guide.**

SERFF Tracking Number: SYMX-G126930384 State: Arkansas  
 Filing Company: Symetra Life Insurance Company State Tracking Number: 47457  
 Company Tracking Number: AR002471000019  
 TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
 Product Name: RSC-0341 11/10 - Fixed Indexed Deferred Annuity MV  
 Project Name/Number: RS- Retirement Services/AR002471000019

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification		
<b>Comments:</b>		
<b>Attachment:</b>		
AR - READABILITY CERTIFICATION.PDF		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Application		
<b>Comments:</b>		
application is included under the forms tab.		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> FIA Statement of Variability		
<b>Comments:</b>		
<b>Attachment:</b>		
Stmnt_of_Variability_FIA_RSC-0342_1110_20101129.PDF		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> FIA MVA Statement of Variability		
<b>Comments:</b>		
<b>Attachment:</b>		
Stmnt_of_Variability_FIA_MVA_RSC-0341_1110_20101129.PDF		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Regulation 19s10 certification		
<b>Comments:</b>		
<b>Attachment:</b>		

SERFF Tracking Number: SYMX-G126930384 State: Arkansas  
Filing Company: Symetra Life Insurance Company State Tracking Number: 47457  
Company Tracking Number: AR002471000019  
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
Product Name: RSC-0341 11/10 - Fixed Indexed Deferred Annuity MV  
Project Name/Number: RS- Retirement Services/AR002471000019  
AR Reg 19s10B Certification of Compliance.PDF

**Item Status:**

**Status  
Date:**

**Satisfied - Item:** External Indexed Guidelines  
certification

**Comments:**

**Attachment:**

AR Actuarial Certification for External Index Contracts\_12072010.PDF

**STATE OF ARKANSAS**  
**READABILITY CERTIFICATION**

**COMPANY NAME:** Symetra Life Insurance Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

<b>Form Number</b>	<b>Score</b>
RSC-0341 11/10	53.5
RSC-0341 D 11/10	53.5
RSA-0024 11/10	53.6
RSC-0342 11/10	52.9
RSC-0342 D 11/10	52.9
RSC-0350 D 11/10	53.1
ICC10_RC3	53.1

Signed:   
Name: Michael F. Murphy  
Title: Assistant Vice President  
Date: 12/06/2010

**STATEMENT OF VARIABILITY FOR SINGLE PREMIUM FIXED INDEXED ANNUITY CONTRACT FORMS RSC-0342 11/10, RSC-0342 D 11/10, RSC-0350 D 11/10 AND ICC10\_RA3**

The following items are being filed in brackets:

<b>Data Page Variables</b>	<b>Explanation of Variability</b>																																																																													
Product Name	The product name is currently pending final decision.																																																																													
Product Type	To facilitate changes to the plan types made available by Symetra Life in accordance with applicable laws for tax qualified plans. The plan type will vary depending on the marketing segment in which the contract is issued. All plan type options currently available are: Non-Qualified, Traditional IRA, ROTH IRA, and SEP IRA.																																																																													
Contract Date	This date depends on the date the Contract is issued.																																																																													
Contract Number	Each Contract will be assigned a unique contract number.																																																																													
Purchase Payment	To facilitate changes to the Purchase Payment amount used to purchase the Contract.																																																																													
Owner	This depends on who purchases the Contract																																																																													
Annuitant	This depends on who is designated as an Annuitant.																																																																													
Annuitant Issue Age	This depends on the Annuitant and their age.																																																																													
Maximum Issue Age	85-100.																																																																													
Maximum Annuitization Age	85-105																																																																													
Nonforfeiture Rate	This rate is between 1% and 3%. The Nonforfeiture Rate will be determined such that the contract will comply with the standard nonforfeiture law, as described in the actuarial memorandum.																																																																													
Surrender Charge Schedule	<p>The Surrender Charge Period will be between 4 and 10 years, and will be chosen at the time of application. The Surrender Charge for a given Surrender Charge Period may be lower than the percentages shown below, but will never be higher:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="7">Surrender Charge Period:</th> </tr> <tr> <th>4 Years</th> <th>5 Years</th> <th>6 Years</th> <th>7 Years</th> <th>8 Years</th> <th>9 Years</th> <th>10 Years</th> </tr> </thead> <tbody> <tr> <td>9%</td> <td>9%</td> <td>9%</td> <td>9%</td> <td>9%</td> <td>9%</td> <td>9%</td> </tr> <tr> <td>8%</td> <td>8%</td> <td>8%</td> <td>8%</td> <td>8%</td> <td>8%</td> <td>8%</td> </tr> <tr> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> </tr> <tr> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> </tr> <tr> <td>0% for years 5+</td> <td>6%</td> <td>6%</td> <td>6%</td> <td>6%</td> <td>6%</td> <td>6%</td> </tr> <tr> <td></td> <td>0% for years 6+</td> <td>5%</td> <td>5%</td> <td>5%</td> <td>5%</td> <td>5%</td> </tr> <tr> <td></td> <td></td> <td>0% for years 7+</td> <td>4%</td> <td>4%</td> <td>4%</td> <td>4%</td> </tr> <tr> <td></td> <td></td> <td></td> <td>0% for years 8+</td> <td>3%</td> <td>3%</td> <td>3%</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>0% for years 9+</td> <td>2%</td> <td>2%</td> </tr> </tbody> </table>	Surrender Charge Period:							4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	9%	9%	9%	9%	9%	9%	9%	8%	8%	8%	8%	8%	8%	8%	7%	7%	7%	7%	7%	7%	7%	7%	7%	7%	7%	7%	7%	7%	0% for years 5+	6%	6%	6%	6%	6%	6%		0% for years 6+	5%	5%	5%	5%	5%			0% for years 7+	4%	4%	4%	4%				0% for years 8+	3%	3%	3%					0% for years 9+	2%	2%
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				0% for years 9+	2%	2%																																																																								

							0% for years 10+	1%
								0% for years 11+
Interest Term	1 – 10 years. The Interest Term will never extend longer than the Surrender Charge Period. This may vary depending on the Surrender Charge Period selected by the customer at time of application.							
Fixed Account Guaranteed Minimum Interest Rate	1%-5%. The Fixed Account Guaranteed Minimum Interest Rates will be changed by Symetra when deemed necessary and are independent of the nonforfeiture interest rate. (See the Actuarial Memorandum which demonstrates compliance with the Standard Nonforfeiture Law regardless of the Fixed Account Guaranteed Minimum Interest Rates). Fixed Account Guaranteed Minimum Interest Rates are determined by weighing several factors. Most importantly, the interest rates in effect at the time of contract issue, forecasted interest rates and profitability. A different Fixed Account Guaranteed Minimum Interest Rate may apply during and after the Surrender Charge Period.							
[S&P 500® Composite Stock Price Index]	It is appropriate to bracket the index as variable since Symetra Life reserves the right to add or delete an Index available with the Index Option subject to approval by the IIPRC. Any addition of a new Index will reflect a valid Index with the appropriate characteristics for the purposes of this Contract.							
[S&P GSCI® Goldman Sachs Commodities Index]	It is appropriate to bracket the index as variable since Symetra Life reserves the right to add or delete an Index available with the Index Option subject to approval by the IIPRC. Any addition of a new Index will reflect a valid Index with the appropriate characteristics for the purposes of this Contract.							
[Point-to-Point]	It is appropriate to bracket the Interest Crediting Method Option as variable since Symetra Life reserves the right to add or delete an Interest Crediting Method Option available with the Index Option subject to approval by the IIPRC. An Interest Crediting Method Option will be removed if in Symetra Life's judgment it becomes inappropriate for the purposes of this Contract.							
[Monthly Average]	It is appropriate to bracket the Interest Crediting Method Option as variable since Symetra Life reserves the right to add or delete an Interest Crediting Method Option available with the Index Option subject to approval by the IIPRC. An Interest Crediting Method Option will be removed if in Symetra Life's judgment it becomes inappropriate for the purposes of this Contract.							
Guaranteed Minimum Indexed Interest Cap	0.1% to 5%. The Guaranteed Minimum Indexed Interest Cap is determined by weighing several factors. Most importantly, the interest rates in effect at the time of contract issue, current market volatility, forecasted interest rates, and profitability. A different Guaranteed Minimum Indexed Interest Cap may apply during and after the Surrender Charge Period.							
Indexed Interest Floor	0% to 2%. The Indexed Interest Floor will never be less than 0%.							
Delivered in the state of	This will depend on the state that the Contract was issued in.							
Premium Taxes	Premium taxes are not currently charged. 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.							
Home Office Address, Mailing Address and Telephone and fax Number	In order to make changes if our Company address, mailing address or telephone number may change.							
Disclosure	This is the trademark information for the currently offered Index. We elected to bracket this section for ease in adding or deleting trademark information should Symetra Life choose to add or delete Indexes subject to approval by the IIPRC. Currently this disclosure is required by Standard & Poors.							
Page Numbers	The number of pages will depend on the length of the Data Page.							

<b>Contract Variables</b>	<b>Explanation</b>
Company Address, Mailing Address and Telephone Number	In order to make changes if our Company address, mailing address or telephone number may change.
Product Name	The product name is currently pending final decision.
Officer Signatures	As these are the current Company Officers, it is appropriate to bracket the information as variable in the event they change. .
Account Statement Charge	\$1-\$10.00
Annuity Purchase Rate Table	It is appropriate to bracket the Non-Qualified and Qualified Annuity Purchase Rate Table as variable because one or the other table will show dependent upon whether this is a Non-Qualified or Qualified Contract.

<b>Application Variables</b>	<b>Explanation</b>
Company Address, Mailing Address and Telephone Number	In the future, our Company Address, Mailing Address and telephone phone number may change.
Product Name	The product name is currently pending final decision.
Surrender Charge Period	4-10 years. We may choose to add or remove Surrender Charge Periods that are available for newly issued contracts based on factors such as current interest rates and the competitive environment.
[ <b>RESPONSE REQUIRED</b> Guaranteed Return of Purchase Payment Yes, No]	This is appropriate to bracket as this option may not be available in the future.
Plan Type	To facilitate changes to the plan types made available by Symetra Life in accordance with applicable laws for tax qualified plans. The plan type will vary depending on the marketing segment in which the contract is issued. All plan type options currently available are: Non-Qualified, Traditional IRA, ROTH IRA, and SEP IRA
Minimum Purchase Payment	\$10,000 to \$250,000. Initially, the minimum single Purchase Payment Symetra intends to accept is \$10,000.
Interest Crediting Method Options	We may choose to add or remove Index or Crediting Method options based on factors such as the current interest rates, market volatility, and the competitive environment, subject to IIPRC approval.
Interest Crediting Method Options – Minimum Allocation	\$2,000 to \$5,000.

**STATEMENT OF VARIABILITY FOR SINGLE PREMIUM FIXED INDEXED ANNUITY CONTRACT WITH A MARKET VALUE ADJUSTMENT FEATURE FORMS RSC-0341 11/10, RSC-0341 D 11/10 AND RSA-0024**

The following items are being filed in brackets:

<b>Data Page Variables</b>	<b>Explanation of Variability</b>																																																																													
Product Name	The product name is currently pending final decision.																																																																													
Product Type	To facilitate changes to the plan types made available by Symetra Life in accordance with applicable laws for tax qualified plans. The plan type will vary depending on the marketing segment in which the contract is issued. All plan type options currently available are: Non-Qualified, Traditional IRA, ROTH IRA, and SEP IRA.																																																																													
Contract Date	This date depends on the date the Contract is issued.																																																																													
Contract Number	Each Contract will be assigned a unique contract number.																																																																													
Purchase Payment	To facilitate changes to the Purchase Payment amount used to purchase the Contract.																																																																													
Owner	This depends on who purchases the Contract																																																																													
Annuitant	This depends on who is designated as an Annuitant.																																																																													
Annuitant Issue Age	This depends on the Annuitant and their age.																																																																													
Maximum Issue Age	85-100.																																																																													
Maximum Annuitization Age	85-105																																																																													
Nonforfeiture Rate	This rate is between 1% and 3%. The Nonforfeiture Rate will be determined such that the contract will comply with the standard nonforfeiture law, as described in the actuarial memorandum.																																																																													
Surrender Charge Schedule	<p>The Surrender Charge Period will be between 4 and 10 years, and will be chosen at the time of application. The Surrender Charge for a given Surrender Charge Period may be lower than the percentages shown below, but will never be higher:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="7">Surrender Charge Period:</th> </tr> <tr> <th>4 Years</th> <th>5 Years</th> <th>6 Years</th> <th>7 Years</th> <th>8 Years</th> <th>9 Years</th> <th>10 Years</th> </tr> </thead> <tbody> <tr> <td>9%</td> <td>9%</td> <td>9%</td> <td>9%</td> <td>9%</td> <td>9%</td> <td>9%</td> </tr> <tr> <td>8%</td> <td>8%</td> <td>8%</td> <td>8%</td> <td>8%</td> <td>8%</td> <td>8%</td> </tr> <tr> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> </tr> <tr> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> </tr> <tr> <td>0% for years 5+</td> <td>6%</td> <td>6%</td> <td>6%</td> <td>6%</td> <td>6%</td> <td>6%</td> </tr> <tr> <td></td> <td>0% for years 6+</td> <td>5%</td> <td>5%</td> <td>5%</td> <td>5%</td> <td>5%</td> </tr> <tr> <td></td> <td></td> <td>0% for years 7+</td> <td>4%</td> <td>4%</td> <td>4%</td> <td>4%</td> </tr> <tr> <td></td> <td></td> <td></td> <td>0% for years 8+</td> <td>3%</td> <td>3%</td> <td>3%</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>0% for years 9+</td> <td>2%</td> <td>2%</td> </tr> </tbody> </table>	Surrender Charge Period:							4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	9%	9%	9%	9%	9%	9%	9%	8%	8%	8%	8%	8%	8%	8%	7%	7%	7%	7%	7%	7%	7%	7%	7%	7%	7%	7%	7%	7%	0% for years 5+	6%	6%	6%	6%	6%	6%		0% for years 6+	5%	5%	5%	5%	5%			0% for years 7+	4%	4%	4%	4%				0% for years 8+	3%	3%	3%					0% for years 9+	2%	2%
Surrender Charge Period:																																																																														
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			0% for years 8+	3%	3%	3%																																																																								
				0% for years 9+	2%	2%																																																																								

						0% for years 10+	1%
							0% for years 11+
MVA Reference Rate	The rate used to calculate the Market Value Adjustment. This may change for newly issued contracts based on the company's investment strategy, or if the calculation of the MVA Reference Rate is changed. The initial MVA Reference Rate is the Barclays Capital US Intermediate Corporate Bond Index						
Interest Term	1 – 10 years. The Interest Term will never extend longer than the Surrender Charge Period. This may vary depending on the Surrender Charge Period selected by the customer at time of application.						
Fixed Account Guaranteed Minimum Interest Rate	1%-5%. The Fixed Account Guaranteed Minimum Interest Rates will be changed by Symetra when deemed necessary and are independent of the nonforfeiture interest rate. (See the Actuarial Memorandum which demonstrates compliance with the Standard Nonforfeiture Law regardless of the Fixed Account Guaranteed Minimum Interest Rates). Fixed Account Guaranteed Minimum Interest Rates are determined by weighing several factors. Most importantly, the interest rates in effect at the time of contract issue, forecasted interest rates and profitability. A different Fixed Account Guaranteed Minimum Interest Rate may apply during and after the Surrender Charge Period.						
[S&P 500® Composite Stock Price Index]	It is appropriate to bracket the index as variable since Symetra Life reserves the right to add or delete an Index available with the Index Option subject to approval by the IIPRC. Any addition of a new Index will reflect a valid Index with the appropriate characteristics for the purposes of this Contract.						
[S&P GSCI® Goldman Sachs Commodities Index]	It is appropriate to bracket the index as variable since Symetra Life reserves the right to add or delete an Index available with the Index Option subject to approval by the IIPRC. Any addition of a new Index will reflect a valid Index with the appropriate characteristics for the purposes of this Contract.						
[Point-to-Point]	It is appropriate to bracket the Interest Crediting Method Option as variable since Symetra Life reserves the right to add or delete an Interest Crediting Method Option available with the Index Option subject to approval by the IIPRC. An Interest Crediting Method Option will be removed if in Symetra Life's judgment it becomes inappropriate for the purposes of this Contract.						
[Monthly Average]	It is appropriate to bracket the Interest Crediting Method Option as variable since Symetra Life reserves the right to add or delete an Interest Crediting Method Option available with the Index Option subject to approval by the IIPRC. An Interest Crediting Method Option will be removed if in Symetra Life's judgment it becomes inappropriate for the purposes of this Contract.						
Guaranteed Minimum Indexed Interest Cap	0.1% to 5%. The Guaranteed Minimum Indexed Interest Cap is determined by weighing several factors. Most importantly, the interest rates in effect at the time of contract issue, current market volatility, forecasted interest rates, and profitability. A different Guaranteed Minimum Indexed Interest Cap may apply during and after the Surrender Charge Period.						
Indexed Interest Floor	0% to 2%. The Indexed Interest Floor will never be less than 0%.						
Delivered in the state of	This will depend on the state that the Contract was issued in.						
Premium Taxes	Premium taxes are not currently charged. 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.						
Home Office Address, Mailing Address and Telephone and fax Number	In order to make changes if our Company address, mailing address or telephone number may change.						
Disclosures	This is the trademark information for the currently offered Indexes. We elected to bracket this section for ease in adding or deleting trademark information						

	should Symetra Life choose to add or delete Indexes subject to approval by the IIPRC. Currently the disclosures are those required by Standard & Poors and Barclays Capital.
Page Numbers	The number of pages will depend on the length of the Data Page.

<b>Contract Variables</b>	<b>Explanation</b>
Company Address, Mailing Address and Telephone Number	In order to make changes if our Company address, mailing address or telephone number may change.
Product Name	The product name is currently pending final decision.
Officer Signatures	As these are the current Company Officers, it is appropriate to bracket the information as variable in the event they change.
Account Statement Charge	\$1-\$10.00
Annuity Purchase Rate Table	It is appropriate to bracket the Non-Qualified and Qualified Annuity Purchase Rate Table as variable because one or the other table will show dependent upon whether this is a Non-Qualified or Qualified Contract.

<b>Application Variables</b>	<b>Explanation</b>
Company Address, Mailing Address and Telephone Number	In the future, our Company Address, Mailing Address and telephone phone number may change.
Product Name	The product name is currently pending final decision.
[ <b>RESPONSE REQUIRED</b> Guaranteed Return of Purchase Payment Yes, No]	This is appropriate to bracket as this option may not be available in the future.
Surrender Charge Period	4-7 years. We may choose to add or remove Surrender Charge Periods that are available for newly issued contracts based on factors such as current interest rates and the competitive environment.
Plan Type	To facilitate changes to the plan types made available by Symetra Life in accordance with applicable laws for tax qualified plans. The plan type will vary depending on the marketing segment in which the contract is issued. All plan type options currently available are: Non-Qualified, Traditional IRA, ROTH IRA, and SEP IRA
Minimum Purchase Payment	\$10,000 to \$250,000. Initially, the minimum single Purchase Payment Symetra intends to accept is \$10,000.
Interest Crediting Method Options	We may choose to add or remove Index or Crediting Method options based on factors such as the current interest rates, market volatility, and the competitive environment, subject to IIPRC approval.
Interest Crediting Method Options – Minimum Allocation	\$2,000 to \$5,000.

**Symetra Life Insurance Company**

SERFF Filing #: SYMX-G12693084

Arkansas Regulation 19s10B Certification of Compliance

On behalf of Symetra Life Insurance Company, I certify:

This filing submission complies with the provisions of Regulation 19.



\_\_\_\_\_  
Michael Murphy  
Assistant Vice President  
Symetra Life Insurance Company

December 8, 2010  
Date

**Symetra Life Insurance Company**

SERFF Filing #: SYMX-G12693084

Additional Actuarial Certifications for External Index Contracts  
(Arkansas)

I certify that Symetra Life Insurance Company will address external-indexed contracts separately in the annual (Section 8) actuarial opinion and memorandum, addressing each year the amount and type of assets held and the level of reserves and how developed.



Jean Liebmann, MAAA, FSA  
Actuary  
Symetra Life Insurance Company

December 8, 2010

SERFF Tracking Number: SYMX-G126930384 State: Arkansas  
 Filing Company: Symetra Life Insurance Company State Tracking Number: 47457  
 Company Tracking Number: AR002471000019  
 TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
 Product Name: RSC-0341 11/10 - Fixed Indexed Deferred Annuity MV  
 Project Name/Number: RS- Retirement Services/AR002471000019

## Superseded Schedule Items

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

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
12/06/2010	Form	Individual Single Premium Fixed Indexed Deferred Annuity with Market Value Adjustment Feature Application	12/08/2010	RSA-0024_1110_MVA_Application_20101203.PDF (Superseded)
12/06/2010	Form	Individual Single Premium Fixed Indexed Deferred Annuity Application	12/07/2010	ICC10_RA3_No_MVA_Application_20101123.PDF (Superseded)

**INDIVIDUAL SINGLE PREMIUM FIXED INDEXED DEFERRED ANNUITY  
WITH MARKET VALUE ADJUSTMENT FEATURE APPLICATION**

**[Fixed Indexed Annuity]**

Surrender Charge Period:  5-Year  7-Year

<b>Owner</b>	Name (first, middle initial, last)			SSN
<i>All policyholder correspondence will be sent to this address.</i>	Address (number and street, city, state, zip)			
	Date of Birth	Trust <input type="checkbox"/>	Sex <input type="checkbox"/> M <input type="checkbox"/> F	Marital Status
				Phone No. (include area code)
<b>Joint Owner</b>	Name (first, middle initial, last)			SSN
<i>Optional, nonqualified annuities only.</i>	Address (number and street, city, state, zip)			
	Date of Birth		Sex <input type="checkbox"/> M <input type="checkbox"/> F	Marital Status
				Phone No. (include area code)
<b>Annuitant</b>	Name (first, middle initial, last)			SSN
<i>Required if owner is non-natural person. If joint owners are listed, default annuitant is the primary owner.</i>	Address (number and street, city, state, zip)			
	Date of Birth		Sex <input type="checkbox"/> M <input type="checkbox"/> F	Marital Status
				Phone No. (include area code)

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

<b>Beneficiary(ies)</b>	Name (first, middle initial, last)	SSN	Relationship to Owner	Percentage(%)
<i>List any additional beneficiaries on a separate page, signed and dated by the owner(s). P - primary C - contingent</i>				
<input type="checkbox"/> P				
<input type="checkbox"/> P				
<input type="checkbox"/> C				
<input type="checkbox"/> P				
<input type="checkbox"/> C				
<input type="checkbox"/> P				
<input type="checkbox"/> C				
<input type="checkbox"/> P				
<input type="checkbox"/> C				
<input type="checkbox"/> P				
<input type="checkbox"/> C				

**Plan Type**     Nonqualified ]     SEP     Roth IRA\* ]  
 IRA    [Employer Name \_\_\_\_\_]    [\*First tax year contribution made:  
[Contribution: Year \_\_\_\_\_]    Year \_\_\_\_\_ ]

**Purchase Payment**    Purchase Payment \$ \_\_\_\_\_ (Minimum is [\$10,000.00])

**Interest Crediting Method Options**    *Allocate amounts to the following options in whole percentages only. Total allocation must equal 100%. The minimum allocation to any Interest Crediting Method Option is [\$2,000]. Your initial funds will be automatically allocated according to the selections made below, on the first available Allocation Date after the Contract date.*

Indexed Account options:	Fixed Account option:
[S&P 500® Point-to-Point _____ %]	Fixed Account _____ %
[S&P 500® Monthly Average _____ %]	
[S&P GSCI® Point-to-Point _____ %]	
[S&P GSCI® Monthly Average _____ %]	

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

**Owner's Statement and Signatures**

**Do you have any existing life insurance policies 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 life insurance policies or annuity contracts 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 understand this annuity is not federally insured. On behalf of myself and any person who may claim any interest under this policy, 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 have read and understand the important disclosures located below.

I understand that withdrawals from an Indexed Account on a non-Indexing Date will not receive indexed interest.

**I UNDERSTAND THAT I AM PURCHASING A FIXED INDEXED ANNUITY CONTRACT AND THAT WHILE THE VALUE OF THE CONTRACT MAY BE AFFECTED BY AN EXTERNAL INDEX, THE CONTRACT DOES NOT DIRECTLY PARTICIPATE IN ANY STOCK, EQUITY OR COMMODITY INVESTMENTS.**

Amounts payable under the contract are subject to a market value adjustment prior to the date specified in the contract.

I understand that any values shown, other than guaranteed minimum values, are not guarantees, promises or warranties.



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 my knowledge does the owner have any existing life insurance policies or annuity 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 life insurance policies or annuity contracts?**

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.

I certify that I have truly and accurately recorded on the application the information provided by the applicant.



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

**Fraud Warning**

**For Residents of Other States not listed below:** Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

**CO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**FL:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**KY:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**ME:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.

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**Fraud  
Warning  
(cont.)**

**MD:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NM:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

**OH:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**OK: WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**PA:** 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 commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**TN, WA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

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**You may contact Symetra to receive a free Buyer's Guide.**

**INDIVIDUAL SINGLE PREMIUM FIXED INDEXED DEFERRED ANNUITY APPLICATION**

**[Fixed Indexed Annuity]**

Surrender Charge Period:  5-Year  7-Year

**[RESPONSE REQUIRED** Guaranteed Return of Purchase Payment  Yes  No]

<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)				
Date of Birth	Trust <input type="checkbox"/>	Sex <input type="checkbox"/> M <input type="checkbox"/> F	Marital Status	Phone No. (include area code)

<b>Joint Owner</b> <i>Optional, nonqualified annuities only.</i>		Name (first, middle initial, last)		SSN
Address (number and street, city, state, zip)				
Date of Birth	Sex <input type="checkbox"/> M <input type="checkbox"/> F	Marital Status	Phone No. (include area code)	

<b>Annuitant</b> <i>Required if owner is non-natural person. If joint owners are listed, default annuitant is the primary owner.</i>		Name (first, middle initial, last)		SSN
Address (number and street, city, state, zip)				
Date of Birth	Sex <input type="checkbox"/> M <input type="checkbox"/> F	Marital Status	Phone No. (include area code)	

**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). P - primary C - contingent</i>	Name (first, middle initial, last)	SSN	Relationship to Owner	Percentage(%)
<input type="checkbox"/> P				
<input type="checkbox"/> P				
<input type="checkbox"/> C				
<input type="checkbox"/> P				
<input type="checkbox"/> C				
<input type="checkbox"/> P				
<input type="checkbox"/> C				
<input type="checkbox"/> P				
<input type="checkbox"/> C				

<b>Plan Type</b>	<input type="checkbox"/> Nonqualified ]	<input type="checkbox"/> SEP	<input type="checkbox"/> Roth IRA*]
	<input type="checkbox"/> IRA ]	[Employer Name _____]	[*First tax year contribution made: Year _____]
	[Contribution: Year _____]		

<b>Purchase Payment</b>	Purchase Payment \$ _____ (Minimum is [\$10,000.00])
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<b>Interest Crediting Method Options</b>	<i>Allocate amounts to the following options in whole percentages only. Total allocation must equal 100%. The minimum allocation to any Interest Crediting Method Option is [\$2,000]. Your initial funds will be automatically transferred to the Indexed Account or Fixed Account, according to the selections made below, on the first available Allocation Date after the Contract Date.</i>
Indexed Account options:	Fixed Account option:
[S&P 500® Point-to-Point _____ %]	Fixed Account _____ %
[S&P 500® Monthly Average _____ %]	
[S&P GSCI® Point-to-Point _____ %]	
[S&P GSCI® Monthly Average _____ %]	

<b>Transfer Information</b>	<input type="checkbox"/> IRC 1035 Exchange <input type="checkbox"/> Non-Direct Rollover <input type="checkbox"/> Direct Rollover <input type="checkbox"/> Direct Transfer <input type="checkbox"/> Roth Conversion
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**Owner's Statement and Signatures**

**Do you have any existing life insurance policies 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 life insurance policies or annuity contracts 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 understand this annuity is not federally insured. On behalf of myself and any person who may claim any interest under this policy, 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 have read and understand the important disclosures located below.

I understand that withdrawals from an Indexed Account on a non-Indexing Date will not receive indexed interest.

**I UNDERSTAND THAT I AM PURCHASING A FIXED INDEXED ANNUITY CONTRACT AND THAT WHILE THE VALUE OF THE CONTRACT MAY BE AFFECTED BY AN EXTERNAL INDEX, THE CONTRACT DOES NOT DIRECTLY PARTICIPATE IN ANY STOCK, EQUITY OR COMMODITY INVESTMENTS.**

I understand that any values shown, other than guaranteed minimum values, are not guarantees, promises or warranties.



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 my knowledge does the owner have any existing life insurance policies or annuity 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 life insurance policies or annuity contracts?**

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.

I certify that I have truly and accurately recorded on the application the information provided by the applicant.



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

**Fraud Warning**

**For Residents of Other States not listed below:** Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

**District of Columbia:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

**Florida:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**New Jersey:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**You may contact Symetra to receive a free Buyer's Guide.**