

SERFF Tracking Number: SYMT-127629354 State: Arkansas
Filing Company: Symetra Life Insurance Company State Tracking Number: 50063
Company Tracking Number: ICC11_RE1
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: ICC11_RE1 Traditional Roth IRA Endorsement
Project Name/Number: ICC11_RE1 Traditional Roth IRA Endorsement /ICC11_RE1

Filing at a Glance

Company: Symetra Life Insurance Company

Product Name: ICC11_RE1 Traditional Roth IRA Endorsement SERFF Tr Num: SYMT-127629354 State: Arkansas

IRA Endorsement

TOI: A10 Annuities - Other

SERFF Status: Closed-Approved-
Closed State Tr Num: 50063

Sub-TOI: A10.000 Annuities - Other

Co Tr Num: ICC11_RE1 State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Lisa Hampton, Rae Anne O'Keefe, Linda Porter, Jill Morgan

Date Submitted: 10/19/2011

Disposition Date: 10/26/2011

Disposition Status: Approved-
Closed

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

General Information

Project Name: ICC11_RE1 Traditional Roth IRA Endorsement

Status of Filing in Domicile: Pending

Project Number: ICC11_RE1

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 10/26/2011

State Status Changed: 10/26/2011

Deemer Date:

Created By: Linda Porter

Submitted By: Linda Porter

Corresponding Filing Tracking Number:

Filing Description:

On behalf of Symetra Life Insurance Company, please find enclosed for your review and approval the above referenced form numbers. These forms do not deviate from company or industry standards.

These forms contain updated regulations as mandated by the Internal Revenue Service Code (IRC) for annuity contracts issued as traditional IRA, ROTH IRA and SIMPLE IRAs. These forms are in the process of being filed with the Internal Revenue Service. These endorsements will be sent out to existing customers as well as newly issued annuity contracts to ensure they have the IRS updated language with their contracts. ROTH IRA will not be available to products that were not previously issued as a ROTH IRA.

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The endorsements were prepared and intended to include only the language mandated by the IRC. No contract language is contained in the forms and the forms make no changes to the underlying contract.

Form ICC11_RE1 is a Traditional/Roth Individual Retirement Annuity Endorsement for both fixed and variable individual annuities.

Form ICC11_RE2 is a SIMPLE Individual Retirement Annuity Endorsement for both fixed and variable individual annuities.

The best of our knowledge and belief, no part of this submission contains any unusual or possibly controversial items contrary to normal industry standards, and no assumptions or provisions contained in the forms unfairly discriminate in the availability of rates or benefits for prospective annuitants of the same class, equal expectation of life, and degree of risk or hazard.

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

A Statement of Variability for the Purchase Rate Tables is included. These endorsements have not been scored for readability because the provisions of the forms are subject to federal regulation and are therefore exempt from state readability requirements.

These endorsements will be used with forms:

RSC-0341 11/10 and RSC-0342 11/10, both approved 12/9/10 (SERFF # SYMX-G126930384)

LIA-76 2/08 and LIA-80 3/08, both approved 4/8/08 (SERFF # SYMX-125578269)

LIA-26 7/00 and LIA-27 7/00, both approved 12/29/00 (no SERFF # available)

LIA-47 12/04, approved 4/14/05 (SERFF # USPH−6AQNU5634)

LPC-1175 2/04, approved 4/16/05 (no SERFF # available)

RSC-0007 7/06, approved 1/17/07 (SERFF # SYMT-125070395)

LPC-1509/AR 11/05, approved 1/4/05 (SERFF # USPH−6JTUVE333)

Thank you for your consideration of this submission.

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Linda Porter
 Symetra Life Insurance Company
 425/256-9545

Company and Contact

Filing Contact Information

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 Bellevue, WA 98004-5135 425-256-5466 [FAX]

Filing Company Information

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

Filing Fees

Fee Required? Yes
 Fee Amount: \$100.00
 Retaliatory? Yes
 Fee Explanation: 2 endorsements, filed separate from policy @\$50.00/each=\$100.00 total fee
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Symetra Life Insurance Company	\$100.00	10/19/2011	52970311

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	10/26/2011	10/26/2011

SERFF Tracking Number: SYMT-127629354 *State:* Arkansas
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Disposition

Disposition Date: 10/26/2011

Implementation Date:

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Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Form	Traditional Roth IRA Endorsement		Yes
Form	SIMPLE IRA Endorsement		Yes

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Form Schedule

Lead Form Number: ICC11_RE1

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	ICC11_RE1 1	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Traditional Roth IRA Endorsement	Initial			ICC11_RE1_ Traditional_R oth_IRA.pdf
	ICC11_RE1 2	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	SIMPLE IRA Endorsement	Initial			ICC11_RE2_ SIMPLE_End orsement.pdf

TRADITIONAL/ROTH INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

ARTICLE I

1.01 *Purpose:* The purpose of this Endorsement, which is attached to and made a part of the annuity Contract issued by Symetra, is to qualify the Contract as a Traditional IRA under Code Section 408(b) or a Roth IRA under Code Sections 408A and 408(b), as indicated on the application, through which the Owner adopts this Endorsement and thereby agrees to be bound by all terms and conditions of this Endorsement. The Owner has established this IRA to provide for the Owner's retirement and for the support of his or her Beneficiary(ies) after death. You, the Owner, adopted this Endorsement as part of the application to the Contract. The Contract is established for the exclusive benefit of the Owner and his or her Beneficiary(ies). If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased individual, references in this Endorsement to the "Owner" are to the deceased individual. If any provisions of the Contract conflict with this Endorsement, the provisions of this Endorsement will apply, except for those definitions and provisions in this Endorsement describing features not included in your Contract. In no event will this Endorsement operate as both a Traditional IRA and a Roth IRA.

If this Endorsement is being provided to the Owner to amend a previously issued Contract qualified as a Traditional IRA or Roth IRA, then this Endorsement amends only those provisions of the Contract (including any endorsement to such Contract) that affect the Contract's continued qualification as a Traditional IRA or Roth IRA. All other provisions of the Contract (including any endorsements thereto) remain unchanged.

1.02 *Ownership Provisions:* The Owner's interest in the Contract is nonforfeitable, and the Contract is nontransferable and the Owner may exercise all rights under the Contract during his or her lifetime. In addition, the Contract may not be sold, assigned, discounted, or pledged as collateral or as security for the performance of an obligation or for any other purpose.

1.03 *Right to Examine the Contract (For Contracts issued as individual deferred variable annuity Contracts only):*

If for any reason you are not satisfied with this Contract, you may return the Contract to Symetra at the address listed on the application, or to the registered representative who sold you this Contract.

You may return your Contract within seven (7) days of receipt. If returned, Symetra will refund the greater of your contract value or your Purchase Payments.

We reserve the right to allocate Purchase Payments designated for the various portfolios to the [then available money market portfolio/fixed account] offered within your Contract until the Contract is 15 days old.

ARTICLE II – DEFINITIONS

The following words and phrases, when used in this Endorsement with initial capital letters, shall, for the purpose of this Endorsement, have the meanings set forth below unless the context indicates that other meanings are intended.

2.01 *Beneficiary:* The individual(s) or entity(ies) properly named to receive any remaining IRA benefits upon the death of the Owner.

2.02 *Code:* The Internal Revenue Code of 1986, as amended from time to time.

2.03 *Compensation:* For purposes of sections 3.01 and 4.01 of this Endorsement, Compensation means wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on Purchase Payments, tips, and bonuses) and includes earned income, as defined in Code Section 401(c)(2) (reduced by the deduction the self employed IRA Owner takes for contributions made to a self-employed retirement plan). For purposes of this definition, Code Section 401(c)(2) shall be applied as if the term trade or business for purposes of Code Section 1402 included service described in Code Section 1402(c)(6). The term compensation shall include any amount includible in the IRA Owner's gross income under Code Section 71 with respect to a divorce or separation instrument described in Code Section 71(b)(2)(A). Compensation also includes any differential wage payments as defined in Code Section 3401(h)(2).

Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income (determined without regard to Code Section 112). Compensation also does not include any amount received as a pension or annuity or as deferred compensation. In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making an IRA Purchase Payment.

2.04 *Contract:* The annuity Contract to which this Endorsement is attached.

2.05 *Endorsement:* This IRA Endorsement, which is a part of the Contract to which it is attached.

2.06 *IRA:* Either a Traditional IRA or Roth IRA unless otherwise indicated.

2.07 *Owner:* The individual who participates in this IRA, thereby owning the Contract. The Annuitant is the Owner. Any reference to "payee" and/or "Annuitant" within Contract refers to the Owner.

2.08 *Symetra:* Symetra Life Insurance Company, except in New York. In New York, *Symetra* means First Symetra National Life Insurance Company of New York.

2.09 *Purchase Payment:* Any payments made to the IRA.

2.10 *Roth IRA:* An individual retirement annuity as defined in Code Sections 408A and 408(b).

2.11 *Regulations:* Treasury regulations.

2.12 *SIMPLE IRA:* An IRA which satisfies the requirements of Code Sections 408(b) and 408(p).

2.13 *Traditional IRA:* An individual retirement annuity as defined in Code Section 408(b).

ARTICLE III – PROVISIONS GOVERNING TRADITIONAL IRAS

This Article III shall only apply if this IRA has been designated by the Owner on the application as a Traditional IRA.

3.01 *Maximum Permissible Purchase Payments* Symetra may accept Purchase Payments on behalf of the Owner for a tax year of the Owner.

A. Regular Purchase Payments. Except in the case of a rollover Purchase Payment (as permitted by Code Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)) or a Purchase Payment made in accordance with the terms of a Simplified Employee Pension (SEP) plan as described in Code Section 408(k), no Purchase Payments will be accepted unless they are in cash, and the total of such Purchase Payments shall not exceed the lesser of 100 percent of the Owner's Compensation, or \$5,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the Purchase Payment limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 219(b)(5)(D). Such adjustments will be in multiples of \$500.

If the Owner makes regular Purchase Payments to both Traditional and Roth IRAs for a taxable year, the maximum regular Purchase Payments that can be made to all the Owner's Traditional IRAs for that taxable year is reduced by the regular Purchase Payments made to the Owner's Roth IRAs for the taxable year.

B. Catch-Up Purchase Payments. In the case of a Owner who is age 50 or older by the close of the taxable year, the annual Purchase Payment is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.

C. Additional Purchase Payments. In addition to the amounts described in Sections 3.01(A) and (B) of this Endorsement, an Owner may make additional Purchase Payments specifically authorized by statute such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation.

D. Employees of Certain Bankrupt Employers. In addition to the amounts described in Section 3.01(A) and (C) of this Endorsement, an Owner who was a participant in a Code Section 401(k) plan of a certain employer in bankruptcy described in Code Section 219(b)(5)(C) may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only. An Owner who makes Purchase Payments under this section may not also make catch-up Purchase Payments.

E. SIMPLE IRA. No Purchase Payments will be accepted under a SIMPLE IRA plan established by an employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to Purchase Payments made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, a SIMPLE IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two-year period beginning on the date the employee first participated in that employer's SIMPLE IRA plan.

F. Inherited IRA. If this is an inherited Traditional IRA within the meaning of Code Section 408(d)(3)(C), no additional Purchase Payments will be accepted.

3.02 *Distribution Requirements*

A. Owner Distributions. Notwithstanding any provision of this Traditional IRA to the contrary, the distribution of the Owner's interest in the Traditional IRA shall be made in accordance with the requirements of Code Section 408(b)(3) and the Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Traditional IRA (as determined under Section 3.02(A)(4) of this Endorsement) must satisfy the requirements of Code Section 408(a)(6) and the Regulations thereunder, rather than Section 3.02(A)(1), (2) and (3) and Section 3.02(B) of this Endorsement.

1. The entire interest of the Owner for whose benefit the Traditional IRA is maintained will commence to be distributed no later than the first day of April following the calendar year in which such Owner attains age 70½ (the "required beginning date") over
 - a. the Owner's life or the lives of such Owner and his or her designated beneficiary(ies), or
 - b. a period certain not extending beyond the one Owner's life expectancy or the joint and last survivor expectancy of such Owner and his or her designated beneficiary(ies).

Distributions must be made in periodic payments at intervals of no longer than one year and must be either nonincreasing or they may increase only as provided in Q&As-1 and 4 of Regulations Section 1.401(a)(9)-6. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of 1.401(a)(9)-6. If this is an inherited Traditional IRA within the meaning of Code Section 408(d)(3)(C), this paragraph and Section 3.02(A)(2) and (A)(3) of this Endorsement do not apply.

2. The distribution periods described in Section 3.02(A)(1) of this Endorsement cannot exceed the periods specified in Regulations Section 1.401(a)(9)-6.
3. The first required distribution can be made as late as the required beginning date and must be the distribution that is required for one payment interval. The second distribution need not be made until the end of the next payment interval.
4. The "interest" in the Traditional IRA for purposes of this Section is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers and recharacterizations under Q&As-7 and -8 of Regulations Section 1.408-8 and the actuarial value of any other benefits provided under the Traditional IRA, such as guaranteed death benefits.
5. Symetra will not be liable for any penalties or taxes related to the Owner's failure to take a required minimum distribution.

- B. Beneficiary Rights.** If the Owner dies before his or her entire interest is distributed to him or her, the entire remaining interest will be distributed as follows:
1. **Death on or after Required Beginning Date.** If the Owner dies on or after required distributions commence, the remaining portion of such Owner's interest will continue to be distributed under the Contract option chosen.
 2. **Death before Required Beginning Date.** If the Owner dies before required distributions commence, such Owner's entire interest will be distributed at least as rapidly as follows:
 - a. If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Owner's death, or, if elected, in accordance with Section 3.02(B)(2)(c) of this Endorsement. If this is an inherited Traditional IRA within the meaning of Code Section 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Code Section 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this Section if the transfer is made no later than the end of the year following the year of death.
 - b. If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with Section 3.02(B)(2)(c) of this Endorsement. If the surviving spouse dies before required distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with Section 3.02(B)(2)(c) of this Endorsement. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Contract option chosen.
 - c. If there is no designated beneficiary, or, if applicable by operation of Section 3.02(B)(2)(a) or (b) of this Endorsement, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or the spouse's death in the case of the surviving spouse's death before distributions are required to begin under Section 3.02(B)(2)(b) of this Endorsement).
 - d. Life expectancy is determined using the Single Life Table in Q&A-1 of Regulations Section 1.401(a)(9)-9. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in Section 3.02(B)(2)(a) or (b) of this Endorsement and reduced by one for each subsequent year.
3. The "interest" in the Traditional IRA for purposes of Section 3.02 of this Endorsement is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers and recharacterizations under Q&As-7 and -8 of Regulations Section 1.408-8 and the actuarial value of any other benefits provided under the Traditional IRA, such as guaranteed death benefits.
 4. For purposes of Sections 3.02(B)(1) and (2) of this Endorsement, required distributions are considered to commence on the Owner's required beginning date, or, if applicable, on the date distributions are required to begin to the surviving spouse under Section 3.02(B)(2)(b) of this Endorsement. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity Contract meeting the requirements of Regulations Section 1.401(a)(9)-6, the required distributions are considered to commence on the annuity starting date.
 5. If the sole designated beneficiary is the Owner's surviving spouse, the spouse may elect to treat the Traditional IRA as his or her own Traditional IRA. This election will be deemed to have been made if such surviving spouse, who is the sole Beneficiary of the Traditional IRA, makes a Purchase Payment to the Traditional IRA or fails to take required distributions as a Beneficiary.
 6. The required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same deceased Owner in accordance with Q&A-9 of Regulations Section 1.408-8.
 7. Symetra will not be liable for any penalties or taxes related to the Beneficiary's failure to take a required minimum distribution.

ARTICLE IV – PROVISIONS GOVERNING ROTH IRAS

This Article IV shall apply if this IRA has been designated by the Owner on the application as a Roth IRA.

4.01 Purchase Payment Limits

A. Maximum Permissible Amount. Except in the case of a qualified rollover contribution (as described in Section 4.01(G) of this Endorsement) or a recharacterization (as described in Section 4.01(F) of this Endorsement), no Purchase Payment will be accepted unless it is in cash, and the total of such Purchase Payments to all the Owner’s Roth IRAs for a taxable year does not exceed the applicable amount (as defined in Section 4.02(B) of this Endorsement), or the Owner’s Compensation (as defined in Section 2.04 of this Endorsement), if less, for that taxable year. The Purchase Payment described in the previous sentence that may not exceed the lesser of the applicable amount of the Owner’s Compensation is referred to as a regular Purchase Payment. However, notwithstanding the preceding limits on Purchase Payments, an Owner may make additional Purchase Payments specifically authorized by statute – such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation. Purchase Payments may be limited under Sections 4.01(C), (D) and (E) of this Endorsement.

B. Applicable Amount. The applicable amount is determined below:

1. If the Owner is under age 50, the applicable amount is \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the applicable Purchase Payment limit may be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 219(b)(5)(D). Such adjustments will be in multiples of \$500.
2. If the Owner is 50 or older, the applicable amount under Section 4.01(B)(1) of this Endorsement is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.
3. If the Owner was a participant in a Code Section 401(k) plan of a certain employer in bankruptcy described in Code Section 219(b)(5)(C), then the applicable amount under Section 3.02(A) of this Endorsement is increased by \$3,000 for taxable years beginning after 2006 and before 2010 only. An Owner who makes contributions under this Section 4.01(B)(3) may not also make contributions under Section 4.01(B)(2).

C. Regular Purchase Payment Limit. The maximum regular Purchase Payment that can be made to all the Owner’s Roth IRAs for a taxable year is the smaller amount determined under (1) or (2) below.

1. If an Owner’s modified adjusted gross income (MAGI) falls within certain limits, as described in the following table, the maximum regular Purchase Payment that can be made to all the Owner’s IRAs for a taxable year is phased out ratably in accordance with the following table:

Filing Status	Full Purchase Payment	Phase-Out Range MAGI	No Purchase Payment
Single or Head of Household	\$95,000 or less	Between \$95,000 and \$110,000	\$110,000 or more
Joint Return or Qualifying Widow(er)	\$150,000 or less	Between \$150,000 and \$160,000	\$160,000 or more
Married – Separate Return	\$0	Between \$0 and \$10,000	\$10,000 or more

An Owner’s MAGI for a taxable year is defined in Code Section 408A(c)(3) and does not include any amount included in adjusted gross income as a result of a qualified rollover contribution. If the Owner’s MAGI for a taxable year is in the phase-out range, the maximum regular Purchase Payment determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. After 2006, the MAGI limits above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 408A(c)(3). Such adjustments will be in multiples of \$1,000.

2. If the Owner makes regular Purchase Payments to both Roth and Traditional IRAs for a taxable year, the maximum regular Purchase Payment that can be made to all the Owner’s Roth IRAs for that taxable year is reduced by the regular Purchase Payments made to the Owner’s Traditional IRAs for the taxable year.

D. SIMPLE IRA Limits. No Purchase Payments will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two-year period beginning on the date the employee first participated in that employer’s SIMPLE IRA plan.

E. Inherited Roth IRA. If this is an inherited Roth IRA within the meaning of Code Section 408(d)(3)(C), no regular Roth IRA Purchase Payments will be accepted.

F. Recharacterization. A regular Purchase Payment to a Traditional IRA may be recharacterized pursuant to the rules in Regulations Section 1.408A-5 as a regular Purchase Payment to this Roth IRA, subject to the limits in Section 4.01(C) of this Endorsement.

G. Qualified Rollover Contribution. A qualified rollover contribution is a rollover of a distribution from an eligible retirement plan described in Code Section 402(c)(8)(B). If the distribution is from a Roth IRA, the rollover must meet the requirements of Code Section 408(d)(3), except the one-rollover-per-year rule of Code Section 408(d)(3)(B) does not apply if the distribution is from a Traditional or SIMPLE IRA. If the distribution is from an eligible retirement plan other than an IRA, the rollover must meet the requirements of Code Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or

457(e)(16), as applicable. A qualified rollover contribution also includes Sections 4.01(G)(1) and (2) below.

1. All or part of a military death gratuity or servicemembers' group life insurance (SGLI) payment may be contributed if the contribution is made within one year of receiving the gratuity or payment. Such contributions are disregarded for purposes of the one-rollover-per-year rule under Code Section 408(d)(3)(B).
2. All or part of an airline payment (as defined in Section 125 of the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA), Pub. L. 110-458) received by certain airline employees may be contributed if the contribution is made within 180 days of receiving the payment.

4.02 Distribution Requirements

A. Owner Distributions. No amount is required to be distributed from the Contract prior to the death of the Owner for whose benefit the Contract was originally established. If this is an inherited Roth IRA within the meaning of Code section 408(d)(3)(C), this Section does not apply.

B. Beneficiary Rights. If the Owner dies before his or her entire interest is distributed to him or her, the entire remaining interest will be distributed as follows:

1. Notwithstanding any provision of this Roth IRA to the contrary, the distribution of the Owner's interest in the Roth IRA shall be made in accordance with the requirements of Code Section 408(b)(3), as modified by Code Section 408A(c)(5), and the Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Roth IRA (as determined under Section 4.02(B)(3) of this Endorsement) must satisfy the requirements of Code Section 408(a)(6), as modified by Code Section 408A(c)(5), and the Regulations thereunder, rather than the distribution rules in Sections 4.02(B)(2), (3), (4) and (5) of this Endorsement.
2. Upon the death of the Owner, his or her entire interest will be distributed at least as rapidly as follows:
 - a. If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the designated beneficiary as of his or her birthday in the year following the year of the Owner's death, or, if elected, in accordance with Section 4.02(B)(2)(c) of this Endorsement. If this is an inherited Roth IRA within the meaning of Code Section 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Code Section 402(c)(11), then, notwithstanding any election made by the deceased

individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this Section if the transfer is made no later than the end of the year following the year of death.

- b. If the Owner's designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with Section 4.02(B)(2)(c) of this Endorsement. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with Section 4.02(B)(2)(c) of this Endorsement.

If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Contract option chosen.

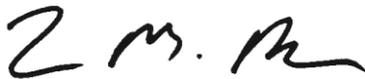
- c. If there is no designated beneficiary, or if applicable by operation of Section 4.02(B)(2)(a) or (b) of this Endorsement, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under Section 4.02(B)(2)(b) of this Endorsement).
 - d. Life expectancy is determined using the Single Life Table in Q&A-1 of Regulations Section 1.401(a)(9)-9. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the designated beneficiary's age in the year specified in Section 4.02(B)(2)(a) or (b) of this Endorsement, and reduced by one for each subsequent year.
3. The "interest" in the Roth IRA for purposes of Section 4.02 of this Endorsement is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers and recharacterizations under Q&As-7 and -8 of Regulations Section 1.408-8 and the actuarial value of any other benefits provided under the Roth IRA, such as guaranteed death benefits.

4. For purposes of Section 4.02(B)(2)(b) of this Endorsement, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such section. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity Contract meeting the requirements of Regulations Section 1.401(a)(9)-6, then required distributions are considered to commence on the annuity starting date.
5. If the sole designated beneficiary is the Owner's surviving spouse, the spouse may elect to treat the Roth IRA as his or her own Roth IRA. This election will be deemed to have been made if such surviving spouse, who is the sole Beneficiary of the Roth IRA, makes a Purchase Payment to the Roth IRA or fails to take required distributions as a Beneficiary.
6. The required minimum distributions payable to a designated beneficiary from this Roth IRA may be withdrawn from another Roth IRA the Beneficiary holds from the same decedent in accordance with Q&A-9 of Regulations Section 1.408-8.
7. Symetra will not be liable for any penalties or taxes related to the Beneficiary's failure to take a required minimum distribution.

ARTICLE V – PROVISIONS GOVERNING BOTH TRADITIONAL AND ROTH IRAS

- 5.01 *Reporting*: The Owner agrees to provide Symetra with information necessary for Symetra to prepare any report required under the Code and related Regulations including Code Sections 408(i) and 408A(d)(3)(D) (pertaining to Roth IRAs), Regulations Sections 1.408-5 and 1.408-6 and under guidance published by the Internal Revenue Service (IRS).
Symetra shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the IRS.
- 5.02 *Amendments*: Any amendment made for the purpose of complying with provisions of the Code and related Regulations may be made without the consent of the Owner. The Owner will be deemed to have consented to any other amendment unless the Owner notifies Symetra he or she does not consent within 30 days from the date Symetra mails the amendment to the Owner.
- 5.03 *Responsibility of the Parties*: Symetra shall not be responsible for any penalties, taxes, judgments or expenses incurred by the Owner in connection with this IRA and shall have no duty to determine whether any Purchase Payments to or distributions from this IRA comply with the Code, Regulations, rulings or this Endorsement.

Symetra Life Insurance Company



[Thomas M. Marra]
[President]

[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 20 years. The effective interest rate assumed in the Annuity Purchase Rate Table is 2.00%.

Consideration Required to Purchase \$1 of Monthly Annuity

Age of Annuitant	Life Annuity	100% Joint & Survivor				
		Life Annuity 5 Years Certain	Life Annuity 10 Years Certain	Life Annuity	5 Years Certain & Life	10 Years Certain & Life
55	306.55	306.86	307.85	344.87	344.87	344.89
56	300.44	300.77	301.85	339.23	339.23	339.25
57	294.23	294.60	295.78	333.48	333.48	333.51
58	287.95	288.34	289.63	327.62	327.62	327.66
59	281.57	282.00	283.42	321.65	321.65	321.69
60	275.10	275.57	277.13	315.56	315.57	315.62
61	268.55	269.07	270.78	309.36	309.37	309.43
62	261.92	262.48	264.36	303.05	303.06	303.14
63	255.20	255.83	257.90	296.64	296.64	296.73
64	248.42	249.11	251.40	290.11	290.12	290.23
65	241.57	242.33	244.86	283.47	283.49	283.62
66	234.66	235.50	238.30	276.73	276.75	276.91
67	227.69	228.62	231.74	269.89	269.91	270.11
68	220.68	221.69	225.17	262.95	262.98	263.23
69	213.61	214.74	218.63	255.92	255.95	256.26
70	206.51	207.77	212.12	248.80	248.84	249.23
71	199.38	200.78	205.65	241.59	241.64	242.13
72	192.23	193.81	199.26	234.31	234.37	234.99
73	185.08	186.86	192.95	226.97	227.04	227.81
74	177.96	179.96	186.76	219.57	219.67	220.62
75	170.88	173.13	180.71	212.14	212.27	213.45
76	163.85	166.38	174.81	204.70	204.85	206.31
77	156.91	159.74	169.08	197.24	197.44	199.23
78	150.05	153.21	163.56	189.79	190.04	192.23
79	143.27	146.80	158.24	182.36	182.66	185.34
80	136.59	140.53	153.16	174.95	175.33	178.58
81	130.02	134.41	148.35	167.58	168.05	172.01
82	123.57	128.46	143.81	160.28	160.86	165.65
83	117.26	122.70	139.57	153.05	153.77	159.54
84	111.10	117.15	135.64	145.92	146.80	153.72
85	105.11	111.83	132.01	138.90	139.99	148.21
86	99.29	106.76	128.68	132.02	133.37	143.02
87	93.67	101.96	125.63	125.30	126.95	138.16
88	88.24	97.44	122.85	118.74	120.77	133.63
89	83.09	93.24	120.33	112.42	114.87	129.45
90	78.20	89.33	118.10	106.32	109.25	125.66
91	73.58	85.68	116.15	100.47	103.90	122.28
92	69.23	82.27	114.48	94.84	98.80	119.33
93	65.11	79.06	113.10	89.41	93.91	116.84
94	61.12	75.99	111.99	84.10	89.19	114.78
95	57.22	73.10	111.10	78.87	84.67	113.12]

[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 20 years. The effective interest rate assumed in the Annuity Purchase Rate Table is 2.00%.

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 5 100% Joint & Survivor		Table 6
	Male	Female	Male	Female	Male	Female	Life Annuity	5 Years Certain and Life	10 Years Certain and Life	
60	255.94	279.92	256.65	280.33	258.98	281.70	311.12	311.13	311.20	
61	249.36	273.38	250.13	273.83	252.70	275.34	304.87	304.88	304.96	
62	242.72	266.76	243.56	267.26	246.40	268.91	298.51	298.52	298.61	
63	236.01	260.05	236.93	260.60	240.09	262.42	292.04	292.05	292.17	
64	229.25	253.27	230.27	253.88	233.78	255.88	285.46	285.48	285.62	
65	222.44	246.42	223.57	247.09	227.50	249.29	278.79	278.81	278.99	
66	215.61	239.50	216.87	240.23	221.25	242.67	272.02	272.04	272.26	
67	208.76	232.51	210.18	233.31	215.06	236.02	265.15	265.18	265.45	
68	201.92	225.45	203.52	226.33	208.93	229.36	258.20	258.23	258.57	
69	195.12	218.32	196.91	219.30	202.90	222.69	251.16	251.21	251.63	
70	188.37	211.14	190.37	212.22	196.98	216.04	244.06	244.11	244.63	
71	181.68	203.90	183.91	205.12	191.19	209.41	236.88	236.95	237.59	
72	175.07	196.62	177.54	198.00	185.53	202.84	229.66	229.74	230.53	
73	168.55	189.33	171.28	190.88	180.01	196.34	222.38	222.49	223.47	
74	162.10	182.04	165.10	183.81	174.64	189.94	215.08	215.21	216.41	
75	155.71	174.78	159.01	176.79	169.43	183.67	207.75	207.91	209.38	
76	149.41	167.58	153.04	169.85	164.39	177.55	200.41	200.61	202.40	
77	143.20	160.44	147.18	163.00	159.52	171.61	193.08	193.33	195.50	
78	137.08	153.39	141.45	156.26	154.85	165.86	185.77	186.08	188.70	
79	131.07	146.41	135.87	149.64	150.39	160.32	178.49	178.87	182.02	
80	125.19	139.52	130.43	143.14	146.14	155.02	171.25	171.71	175.50	
81	119.42	132.74	125.16	136.80	142.13	149.99	164.06	164.63	169.17	
82	113.80	126.08	120.06	130.63	138.35	145.25	156.95	157.64	163.06	
83	108.31	119.55	115.13	124.65	134.83	140.82	149.93	150.77	157.21	
84	102.96	113.18	110.38	118.89	131.56	136.71	143.01	144.03	151.64	
85	97.76	106.98	105.83	113.37	128.54	132.93	136.21	137.45	146.37	
86	92.70	100.97	101.48	108.12	125.74	129.45	129.54	131.05	141.42	
87	87.79	95.16	97.34	103.14	123.18	126.28	123.02	124.85	136.78	
88	83.02	89.57	93.42	98.48	120.82	123.38	116.67	118.88	132.45	
89	78.46	84.26	89.74	94.14	118.68	120.77	110.53	113.17	128.46	
90	74.10	79.24	86.28	90.11	116.76	118.46	104.61	107.73	124.84	
91	69.93	74.51	83.03	86.37	115.08	116.43	98.91	102.54	121.61	
92	65.95	70.06	79.95	82.87	113.64	114.71	93.42	97.58	118.79	
93	62.15	65.86	77.03	79.58	112.45	113.28	88.10	92.82	116.41	
94	58.43	61.80	74.22	76.45	111.49	112.13	82.90	88.22	114.45	
95	54.75	57.85	71.56	73.50	110.73	111.21	77.75	83.80	112.86]	

[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	Life Annuity	100% Joint & Survivor 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]

[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	Life Annuity	100% Joint & Survivor				
		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]

SIMPLE INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

ARTICLE I – PURPOSE OF THE ENDORSEMENT

1.01 *Purpose:* The purpose of this Endorsement, which is attached to and made a part of the annuity Contract issued by Symetra, is to qualify the Contract as a SIMPLE individual retirement annuity (IRA) under Code Section 408(p) and 408(b), as indicated on the application, through which the Owner adopts this Endorsement and thereby agrees to be bound by all terms and conditions of this Endorsement. The Owner has established this IRA to provide for the Owner's retirement and for the support of his or her Beneficiary(ies) after death. You, the Owner, adopted this Endorsement as part of the application to the Contract. The Contract is established for the exclusive benefit of the Owner and his or her Beneficiary(ies). If this is an inherited SIMPLE IRA within the meaning of Code Section 408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased individual, references in this Endorsement to the "Owner" are to the deceased individual. If any provisions of the Contract conflict with this Endorsement, the provisions of this Endorsement will apply.

If this Endorsement is being provided to the Owner to amend a previously issued Contract qualified as a SIMPLE IRA, then this Endorsement amends only those provisions of the Contract (including any endorsement to such Contract) that affect the Contract's continued qualification as a SIMPLE IRA. All other provisions of the Contract (including any endorsements thereto) remain unchanged.

1.02 *Ownership Provisions:* The Owner's interest in the Contract is nonforfeitable and the Contract is nontransferable and the Owner may exercise all rights under the Contract during his or her lifetime. In addition, the Contract may not be sold, assigned, discounted, or pledged as collateral or as security for the performance of an obligation or for any other purpose.

1.03 *Right to Examine the Contract (For Contracts issued as individual deferred variable annuity Contracts only):*

If for any reason you are not satisfied with this Contract, you may return the Contract to Symetra at the address listed on the application, or to the registered representative who sold you this Contract.

You may return your Contract within 7 days of receipt. If returned, Symetra will refund the greater of your contract value or your Purchase Payments.

We reserve the right to allocate Purchase Payments designated for the various portfolios to the [then available money market portfolio/fixed account] until the Contract is 15 days old.

ARTICLE II – DEFINITIONS

The following words and phrases, when used in this Endorsement with initial capital letters, shall, for the purpose of this Endorsement, have the meanings set forth below unless the context indicates that other meanings are intended.

2.01 *Beneficiary:* The individual(s) or entity(ies) properly named to receive any remaining SIMPLE IRA benefits upon the death of the Owner.

2.02 *Code:* The Internal Revenue Code of 1986, as amended from time to time.

2.03 *Contract:* The annuity Contract to which this Endorsement is attached.

2.04 *Endorsement:* This SIMPLE IRA Endorsement, which is a part of the Contract to which it is attached.

2.05 *IRA:* A SIMPLE IRA as defined in Code Section 408(p) and 408(b) unless otherwise indicated.

2.06 *Symetra:* Means Symetra Life Insurance Company, except in New York. In New York, *Symetra* means First Symetra National Life Insurance Company of New York.

2.07 *Purchase Payment:* Any payments made to the SIMPLE IRA.

2.08 *Regulations:* Treasury regulations.

2.09 *SIMPLE IRA:* An IRA which satisfies the requirements of Code Sections 408(b) and 408(p).

2.10 *Owner:* The individual who participates in this SIMPLE IRA, thereby owning the Contract. The Annuitant is the Owner. Any reference to "payee" and/or "Annuitant" within the Contract refers to the Owner.

ARTICLE III – PURCHASE PAYMENTS

3.01 *Permissible Purchase Payments.* The only Purchase Payments permitted to this Contract are cash Purchase Payments under a qualified salary reduction arrangement as defined in Code Section 408(p) and rollover or transfer of assets from another SIMPLE IRA of the Owner. No other Purchase Payments will be accepted. Both elective deferrals and employer Purchase Payments may be permitted. Purchase Payments shall not exceed the limits specified in Code Section 408(p) and other applicable sections of the Code and related Regulations.

ARTICLE IV – DISTRIBUTION REQUIREMENTS

4.01 *Owner Distributions*

A. Notwithstanding any provision of this SIMPLE IRA to the contrary, the distribution of the Owner's interest in the SIMPLE IRA shall be made in accordance with the requirements of Code Section 408(b)(3) and the Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the SIMPLE IRA (as determined under Section 4.02(C) of this Endorsement) must satisfy the requirements of Code Section 408(a)(6) and the Regulations thereunder, rather than Sections (B), (C) and (D) below and Article 4.02.

- B. The entire interest of the Owner for whose benefit the SIMPLE IRA is maintained will commence to be distributed no later than the first day of April following the calendar year in which such Owner attains age 70½ (the “required beginning date”) over
1. the Owner’s life or the lives of such Owner and his or her designated beneficiary(ies), or
 2. a period certain not extending beyond the Owner’s life expectancy or the joint and last survivor expectancy of such Owner and his or her designated beneficiary(ies).

Distributions must be made in periodic payments at intervals of no longer than one year and must be either non-increasing or they may increase only as provided in Q&As-1 and -4 of Regulations Section 1.401(a)(9)-6. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Regulations Section 1.401(a)(9)-6. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C), this paragraph and Section 4.01(C) and (D) of this Endorsement do not apply.

- C. The distribution periods described in Section 4.01(B) of this Endorsement cannot exceed the periods specified in Section 1.401(a)(9)-6.
- D. The first required distribution can be made as late as the required beginning date and must be the distribution that is required for one payment interval. The second distribution need not be made until the end of the next payment interval.
- E. Symetra will not be liable for any penalties or taxes related to the Owner’s failure to take a required minimum distribution.
- F. If this SIMPLE IRA is maintained by a designated financial institution (within the meaning of Code Section 408(p)(7)) under the terms of a SIMPLE IRA Plan of the Owner’s employer, the Owner must be permitted to transfer the Owner’s balance without cost or penalty (within the meaning of Section 408(p)(7)) to another SIMPLE IRA of the Owner that is qualified under Section 408(a), (b) or (p), or to another eligible retirement plan described in Code Section 402(c)(8)(B).
- G. Prior to the expiration of the two-year period beginning on the date the Owner first participated in any SIMPLE IRA Plan maintained by the Owner’s employer, any rollover or transfer by the Owner of funds from this SIMPLE IRA must be made to another SIMPLE IRA of the Owner. Any distribution of funds to the Owner during this two-year period may be subject to a 25-percent additional tax if the Owner does not roll over the amount distributed into a SIMPLE IRA. After the expiration of this two-year period, the Owner may roll over or transfer funds to any IRA of the Owner that is qualified under Code Section 408(a), (b) or (p), or to another eligible retirement plan described in Code Section 402(c)(8)(B).

4.02 *Beneficiary Rights.* If the Owner dies before his or her entire interest is distributed to him or her, the entire remaining interest will be distributed as follows:

- A. **Death on or after Required Distributions Commence.** If the Owner dies on or after the required distributions commence, the remaining portion of such Owner’s interest will continue to be distributed under the Contract option chosen.
- B. **Death before Required Distributions Commence.** If the Owner dies before required distributions commence, such Owner’s entire interest will be distributed at least as rapidly as follows:
1. If the designated beneficiary is someone other than the Owner’s surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner’s death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Owner’s death, or, if elected, in accordance with Section 4.02(B)(3) of this Endorsement.
 2. If the Owner’s sole designated beneficiary is the Owner’s surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner’s death (or by the end of the calendar year in which the Owner would have attained age 70½, if later), over such spouse’s life expectancy, or, if elected, in accordance with Section 4.02(B)(3) of this Endorsement. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse’s death, over the spouse’s designated beneficiary’s remaining life expectancy determined using such Beneficiary’s age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with Section 4.02(B)(3) of this Endorsement. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Contract option chosen.
 3. If there is no designated beneficiary, or, if applicable by operation of Sections 4.02(B)(1) or (B)(2) of this Endorsement, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner’s death (or the spouse’s death in the case of the surviving spouse’s death before distributions are required to begin under Section 4.02(B)(2) of this Endorsement).
 4. Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse’s remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse’s age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary’s age in the year specified in Section 4.02(B)(1) or (2) of this Endorsement and reduced by one for each subsequent year.

- C. The "interest" in the SIMPLE IRA for purposes of this Section is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers and recharacterizations under Q&As-7 and -8 of Regulations Section 1.408-8 and the actuarial value of any other benefits provided under the SIMPLE IRA, such as guaranteed death benefits.
- D. For purposes of Sections 4.02(A) and (B) of this Endorsement, required distributions are considered to commence on the Owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under Section 4.02(B)(2) of this Endorsement. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity Contract meeting the requirements of Regulations Section 1.401(a)(9)-6, the required distributions are considered to commence on the annuity starting date.
- E. If the designated beneficiary is the Owner's surviving spouse, the spouse may elect to treat the SIMPLE IRA as his or her own SIMPLE IRA. This election will be deemed to have been made if such surviving spouse, makes a Purchase Payment to the SIMPLE IRA (permitted under the Purchase Payment rules for SIMPLE IRAs as if the surviving spouse were the Owner) or fails to take required distributions as a Beneficiary.
- F. The required minimum distributions payable to a designated beneficiary from this SIMPLE IRA may be withdrawn from another SIMPLE IRA the beneficiary holds from the same deceased IRA Owner in accordance with Q&A-9 of Section 1.408-8.
- G. Symetra will not be liable for any penalties or taxes related to the Beneficiary's failure to take a required minimum distribution.

ARTICLE V – REPORTING

The Owner agrees to provide Symetra with information necessary for Symetra to prepare any report required under Code Sections 408(l) and 408(l)(2)(B) and Regulations Sections 1.408-5 and 1.408-8.

Symetra shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the IRS.

If Purchase Payments made on behalf of the Owner under a SIMPLE IRA plan maintained by the Owner's employer are received directly by Symetra from the employer, Symetra will provide the employer with the summary description required by Code Section 408(l)(2)(B). Notwithstanding the foregoing, Symetra will be deemed to have satisfied its summary description reporting requirements under Section 408(l)(2) of the Code if either:

- a. Symetra provides a summary description directly to the Owner, or
- b. Symetra provides its name, address and withdrawal procedures to the Owner and the Owner's employer provides the Owner with all other required information.

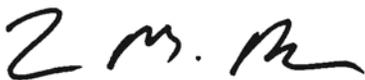
ARTICLE VI – AMENDMENTS

Any amendment made for the purpose of complying with provisions of the Code and related Regulations may be made without the consent of the Owner. The Owner will be deemed to have consented to any other amendment unless the Owner notifies Symetra that he or she does not consent within 30 days from the date Symetra mails the amendment to the Owner.

ARTICLE VII – RESPONSIBILITY OF THE PARTIES

Symetra shall not be responsible for any penalties, taxes, judgments or expenses incurred by the Owner in connection with this SIMPLE IRA and shall have no duty to determine whether any Purchase Payments to or distributions from this SIMPLE IRA comply with the Code, Regulations, rulings or this Endorsement.

Symetra Life Insurance Company



[Thomas M. Marra]
[President]

[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 20 years. The effective interest rate assumed in the Annuity Purchase Rate Table is 2.00%.

Consideration Required to Purchase \$1 of Monthly Annuity

Age of Annuitant	Life Annuity	100% Joint & Survivor				
		Life Annuity 5 Years Certain	Life Annuity 10 Years Certain	Life Annuity	5 Years Certain & Life	10 Years Certain & Life
55	306.55	306.86	307.85	344.87	344.87	344.89
56	300.44	300.77	301.85	339.23	339.23	339.25
57	294.23	294.60	295.78	333.48	333.48	333.51
58	287.95	288.34	289.63	327.62	327.62	327.66
59	281.57	282.00	283.42	321.65	321.65	321.69
60	275.10	275.57	277.13	315.56	315.57	315.62
61	268.55	269.07	270.78	309.36	309.37	309.43
62	261.92	262.48	264.36	303.05	303.06	303.14
63	255.20	255.83	257.90	296.64	296.64	296.73
64	248.42	249.11	251.40	290.11	290.12	290.23
65	241.57	242.33	244.86	283.47	283.49	283.62
66	234.66	235.50	238.30	276.73	276.75	276.91
67	227.69	228.62	231.74	269.89	269.91	270.11
68	220.68	221.69	225.17	262.95	262.98	263.23
69	213.61	214.74	218.63	255.92	255.95	256.26
70	206.51	207.77	212.12	248.80	248.84	249.23
71	199.38	200.78	205.65	241.59	241.64	242.13
72	192.23	193.81	199.26	234.31	234.37	234.99
73	185.08	186.86	192.95	226.97	227.04	227.81
74	177.96	179.96	186.76	219.57	219.67	220.62
75	170.88	173.13	180.71	212.14	212.27	213.45
76	163.85	166.38	174.81	204.70	204.85	206.31
77	156.91	159.74	169.08	197.24	197.44	199.23
78	150.05	153.21	163.56	189.79	190.04	192.23
79	143.27	146.80	158.24	182.36	182.66	185.34
80	136.59	140.53	153.16	174.95	175.33	178.58
81	130.02	134.41	148.35	167.58	168.05	172.01
82	123.57	128.46	143.81	160.28	160.86	165.65
83	117.26	122.70	139.57	153.05	153.77	159.54
84	111.10	117.15	135.64	145.92	146.80	153.72
85	105.11	111.83	132.01	138.90	139.99	148.21
86	99.29	106.76	128.68	132.02	133.37	143.02
87	93.67	101.96	125.63	125.30	126.95	138.16
88	88.24	97.44	122.85	118.74	120.77	133.63
89	83.09	93.24	120.33	112.42	114.87	129.45
90	78.20	89.33	118.10	106.32	109.25	125.66
91	73.58	85.68	116.15	100.47	103.90	122.28
92	69.23	82.27	114.48	94.84	98.80	119.33
93	65.11	79.06	113.10	89.41	93.91	116.84
94	61.12	75.99	111.99	84.10	89.19	114.78
95	57.22	73.10	111.10	78.87	84.67	113.12]

[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 20 years. The effective interest rate assumed in the Annuity Purchase Rate Table is 2.00%.

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	Life Annuity	100% Joint & Survivor 5 Years Certain and Life	10 Years Certain and Life
60	255.94	279.92	256.65	280.33	258.98	281.70	311.12	311.13	311.20
61	249.36	273.38	250.13	273.83	252.70	275.34	304.87	304.88	304.96
62	242.72	266.76	243.56	267.26	246.40	268.91	298.51	298.52	298.61
63	236.01	260.05	236.93	260.60	240.09	262.42	292.04	292.05	292.17
64	229.25	253.27	230.27	253.88	233.78	255.88	285.46	285.48	285.62
65	222.44	246.42	223.57	247.09	227.50	249.29	278.79	278.81	278.99
66	215.61	239.50	216.87	240.23	221.25	242.67	272.02	272.04	272.26
67	208.76	232.51	210.18	233.31	215.06	236.02	265.15	265.18	265.45
68	201.92	225.45	203.52	226.33	208.93	229.36	258.20	258.23	258.57
69	195.12	218.32	196.91	219.30	202.90	222.69	251.16	251.21	251.63
70	188.37	211.14	190.37	212.22	196.98	216.04	244.06	244.11	244.63
71	181.68	203.90	183.91	205.12	191.19	209.41	236.88	236.95	237.59
72	175.07	196.62	177.54	198.00	185.53	202.84	229.66	229.74	230.53
73	168.55	189.33	171.28	190.88	180.01	196.34	222.38	222.49	223.47
74	162.10	182.04	165.10	183.81	174.64	189.94	215.08	215.21	216.41
75	155.71	174.78	159.01	176.79	169.43	183.67	207.75	207.91	209.38
76	149.41	167.58	153.04	169.85	164.39	177.55	200.41	200.61	202.40
77	143.20	160.44	147.18	163.00	159.52	171.61	193.08	193.33	195.50
78	137.08	153.39	141.45	156.26	154.85	165.86	185.77	186.08	188.70
79	131.07	146.41	135.87	149.64	150.39	160.32	178.49	178.87	182.02
80	125.19	139.52	130.43	143.14	146.14	155.02	171.25	171.71	175.50
81	119.42	132.74	125.16	136.80	142.13	149.99	164.06	164.63	169.17
82	113.80	126.08	120.06	130.63	138.35	145.25	156.95	157.64	163.06
83	108.31	119.55	115.13	124.65	134.83	140.82	149.93	150.77	157.21
84	102.96	113.18	110.38	118.89	131.56	136.71	143.01	144.03	151.64
85	97.76	106.98	105.83	113.37	128.54	132.93	136.21	137.45	146.37
86	92.70	100.97	101.48	108.12	125.74	129.45	129.54	131.05	141.42
87	87.79	95.16	97.34	103.14	123.18	126.28	123.02	124.85	136.78
88	83.02	89.57	93.42	98.48	120.82	123.38	116.67	118.88	132.45
89	78.46	84.26	89.74	94.14	118.68	120.77	110.53	113.17	128.46
90	74.10	79.24	86.28	90.11	116.76	118.46	104.61	107.73	124.84
91	69.93	74.51	83.03	86.37	115.08	116.43	98.91	102.54	121.61
92	65.95	70.06	79.95	82.87	113.64	114.71	93.42	97.58	118.79
93	62.15	65.86	77.03	79.58	112.45	113.28	88.10	92.82	116.41
94	58.43	61.80	74.22	76.45	111.49	112.13	82.90	88.22	114.45
95	54.75	57.85	71.56	73.50	110.73	111.21	77.75	83.80	112.86]

[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	Life Annuity	100% Joint & Survivor 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]

[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	Life Annuity	100% Joint & Survivor				
		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]

SERFF Tracking Number: SYMT-127629354 State: Arkansas
 Filing Company: Symetra Life Insurance Company State Tracking Number: 50063
 Company Tracking Number: ICC11_RE1
 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
 Product Name: ICC11_RE1 Traditional Roth IRA Endorsement
 Project Name/Number: ICC11_RE1 Traditional Roth IRA Endorsement /ICC11_RE1

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: The forms are subject to federal regulation and are therefore exempt from state readability requirements.		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: N/A Endorsment filing only.		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Life & Annuity - Acturial Memo		
Bypass Reason: N/A. Endorsement form filing only.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments:		
Attachment: Non-Compact_SOV.pdf		

Statement of Variability

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

Sept. 12, 2011

Form: ICC11_RE1
ICC11_RE2

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

Field	Explanation of Variation
[Officer Signature]	Displays the signature of the current officer.
[Officer Name]	Displays the printed names of the current officer.
[Officer Title]	Displays the titles of the current officer.
Section 1.03 [then available Money Market Portfolio/Fixed Account]	We will potentially have two versions depending upon the product. One version will use the Money Market language and another that would use the Fixed Account language depending upon the product offering. This also addresses any potential issues should our Money Market fund provider change in the future.
[Purchase Rate Tables]	It is appropriate to bracket the Annuity Purchase Rate Tables as variable because either the 1% or 2% table will be used depending on whether the Endorsement is used with an in-force, currently sold contract or a contract that is in-force, but no longer sold.