

SERFF Tracking Number: SYMT-127820671 State: Arkansas
Filing Company: Symetra Life Insurance Company State Tracking Number:
Company Tracking Number: RSC-0386
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: abacus
Project Name/Number: abacus/RSC-0386

Filing at a Glance

Company: Symetra Life Insurance Company

Product Name: abacus

TOI: A03I Individual Annuities - Deferred Variable

Sub-TOI: A03I.002 Flexible Premium

Filing Type: Form

SERFF Tr Num: SYMT-127820671 State: Arkansas

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

Co Tr Num: RSC-0386

State Status: Approved-Closed

Reviewer(s): Linda Bird

Authors: Kristen Kennedy, Jill Morgan, Lisa Richards

Disposition Date: 02/08/2012

Date Submitted: 01/27/2012

Disposition Status: Approved-Closed

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

General Information

Project Name: abacus

Project Number: RSC-0386

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 02/08/2012

State Status Changed: 02/08/2012

Created By: Lisa Richards

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Lisa Richards

Filing Description:

Symetra Life Insurance Company

NAIC #1129-68608

Included Forms: RSC-0386 12/11 Flexible Premium Deferred Variable Annuity Contract

RSA-0042 12/11 Variable Annuity Application

RSE-0081 12/11 Wealth Transfer Benefit Rider

Dear Sir or Madam:

SERFF Tracking Number: SYMT-127820671 State: Arkansas
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We are submitting copies of final versions of the above referenced forms for your review. These forms are new and do not replace any previously approved forms.

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.

RSA-0042 12/11, Variable Annuity Application will be used in the application process and will become a part of the policy at issue. This application will be provided in either paper or electronic format. The printed version of either format will be as provided in this filing. The electronic application will be accessed by the agent on his or her computer. The questions will be read by the agent and answers provided by the applicant will be entered into the fillable PDF by the agent. Once the application is completed, the application will either be printed and presented to the applicant for signature or sent to our third-party vendor who will capture the applicant's signature. Regardless of the method of capturing the information and signature, a copy of the completed and signed application will be printed and attached to the contract at time of issue. The Flesch Score is 58.7.

RSC-0386 12/11, Flexible Premium Deferred Variable Annuity Contract, is a low cost, no surrender charge, no load variable annuity with a broad selection of investment options and standard fixed annuity income options. Issue ages are from 0 to 85. The contract has not been scored for readability because the provisions are subject to federal regulation and are therefore exempt from state readability requirements.

The contract offers no fixed account. The sub-accounts of the separate account reflect direct allocation of the investment performance of the sub-account assets through the incorporation of unit-linked contract values. The minimum initial purchase payment is \$25,000 and the minimum subsequent purchase payment amount is \$250 for electronic payments and \$1,000 for checks. The maximum purchase payment amount is \$2,000,000 without home office approval. There are no surrender or withdrawal charges for this contract. The death benefit for the contract is the Contract Value, unless an additional death benefit rider is elected.

In addition to the basic annuity options, the contract offers a Prepaid Annuity Option. The Prepaid Annuity Option allows the owner to lock-in a lifetime annual income during the accumulation period at a pre-determined price simply by allocating contract value to a Prepaid Annuity Sub-account that is available to a person of his or her age. Upon maturity of the corresponding Prepaid Annuity Portfolio, we guarantee that the Owner may purchase \$1 of annual lifetime income for each accumulation unit of Prepaid Annuity Sub-account held at that time.

For example, the contract may offer a Prepaid Annuity Sub-account that invests in a Prepaid Annuity Portfolio with a

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maturity date of 2016 and a birth year range of 1942 – 1947. The Owner is free to allocate as much or as little of the Owner's contract value to the Prepaid Annuity Sub-account while the contract is in effect and before the maturity date of 2016. The Owner may also withdraw or transfer at any time, as much or as little of the Owner's investment in the Prepaid Annuity Sub-account before the maturity date at the applicable Accumulation Unit price. So long as the Owner's birth year falls within the birth year range of 1942 – 1947, we will guarantee that the Owner may purchase \$1 of lifetime annual income with each accumulation unit the Owner holds on the maturity date of the corresponding Prepaid Annuity portfolio. Thus, if the Owner owns 10,000 accumulation units on the maturity date, the Owner may chose to redeem those accumulation units and purchase an annuity that pays the Owner \$10,000 annually for the Owner's life. If the annuity payments would be greater under the life annuity option currently offered by us, we will make payments under that option instead. There is no separate charge for the Prepaid Annuity Option.

This product will be available in the non-qualified annuity, traditional Individual Retirement Annuity (IRA), Simplified Employee Pension Plan Individual Retirement Annuity (SEP IRA), Savings Incentive Match Plan for Employees Individual Retirement Annuity (SIMPLE IRA), and Roth Individual Retirement Annuity (Roth IRA) markets.

We intend to use the following qualified plan endorsements upon approval:

Form Description - RSE-0088 12/11 IRA Endorsement

Filing No. - SYMT-127886241

Date Approved/ Deemed/Filed - 12/16/2011

Form Description - RSE-0089 12/11 SIMPLE IRA Endorsement

Filing No. - SYMT-127886241

Date Approved/ Deemed/Filed - 12/16/2011

RSE-0081 12/11, Wealth Transfer Benefit (WTB) is an optional rider that provides an additional payment upon the death of the Contract Owner, or, in the case of joint Owners, upon the death of the first Owner to die. The Flesch Score is 53.2.

Maximum age of oldest Owner or Annuitant (in case of a non-natural Owner) at the time the death benefit is elected is attained age 75. The maximum additional WTB benefit will be never more than [5] times the Purchase Payments adjusted for withdrawals on an earnings-first basis.

Generally, the WTB will have the effect of increasing the death benefit by an amount equal to 50% of the difference between the Contract Value and Purchase Payments, less any withdrawals. It is designed to help the Beneficiary pay for after-death expenses, such as taxes.

The WTB rider includes a charge that is deducted from the Contract Value on a monthly basis. Generally, we deduct the

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WTB Rider Charge only if the Contract Value exceeds the aggregate Purchase Payments made to the Contract on the first Business Day of the month. Therefore, in months where there is no "gain" in the Contract, the Owner will pay nothing for the WTB rider. Certain limitations and conditions apply, including a cap on the amount that we pay under the WTB rider. Withdrawals can reduce the amount we will pay under the WTB rider.

The WTB Rider Charge rate varies with the attained age, single or joint ownership, and, where permitted by law, the sex of the Owner, and will increase over time.

The registration statement for this plan has been filed, and is currently under review with the Securities and Exchange Commission (SEC).

This product will be marketed by Registered Representatives. No Commissions will be paid for this product.

The Statement of Variability and Actuarial Memorandums are included with this submission. No advertising has yet been developed for these forms.

To the best of our knowledge and belief, no part of this submission contains any unusual or possibly controversial items contrary to normal industry standards. 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.

Thank you for your consideration of this submission.

Sincerely,

Lisa Richards
Contract Analyst
lisa.richards@symetra.com
425-256-5874

Company and Contact

Filing Contact Information

Lisa Richards, Compliance Analyst II
777 108th Avenue NE, Suite 1200
Bellevue, WA 98004

lisa.richards@symetra.com
425-256-5874 [Phone]
425-256-5466 [FAX]

Filing Company Information

SERFF Tracking Number: SYMT-127820671 State: Arkansas
 Filing Company: Symetra Life Insurance Company State Tracking Number:
 Company Tracking Number: RSC-0386
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: abacus
 Project Name/Number: abacus/RSC-0386
 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: \$200.00
 Retaliatory? No
 Fee Explanation: 4 forms at \$50.00 each = 200.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Symetra Life Insurance Company	\$200.00	01/27/2012	55890027

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 Product Name: abacus
 Project Name/Number: abacus/RSC-0386

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	02/08/2012	02/08/2012

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	02/07/2012	02/07/2012	Lisa Richards	02/08/2012	02/08/2012

SERFF Tracking Number: SYMT-127820671 *State:* Arkansas
Filing Company: Symetra Life Insurance Company *State Tracking Number:*
Company Tracking Number: RSC-0386
TOI: A031 Individual Annuities - Deferred Variable *Sub-TOI:* A031.002 Flexible Premium
Product Name: abacus
Project Name/Number: abacus/RSC-0386

Disposition

Disposition Date: 02/08/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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 Company Tracking Number: RSC-0386
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: abacus
 Project Name/Number: abacus/RSC-0386

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document (revised)	Certification of Compliance with Rule 19 & 49 and Dept. Bulletin 6-87		Yes
Supporting Document	Certification of Compliance with Rule 19 & 49 and Dept. Bulletin 6-87		Yes
Supporting Document	Statement of Variability		Yes
Form	True Variable Annuity Contract		Yes
Form	True VA Data page for WTB		Yes
Form	True VA Application		Yes
Form	WTB Rider		Yes

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Product Name: abacus
Project Name/Number: abacus/RSC-0386

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 02/07/2012
Submitted Date 02/07/2012
Respond By Date 03/07/2012

Dear Lisa Richards,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment:

Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed and that the company is in compliance.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,
Linda Bird

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Product Name: abacus
Project Name/Number: abacus/RSC-0386

Response Letter

Response Letter Status Submitted to State
Response Letter Date 02/08/2012
Submitted Date 02/08/2012

Dear Linda Bird,

Comments:

Thank you for your review of our recent filing.

Response 1

Comments: We apologize for our oversight, attached is the required certification.

Related Objection 1

Comment:

Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed and that the company is in compliance.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Certification of Compliance with Rule 19 & 49 and Dept. Bulletin 6-87

Comment: the certification is provided as well as a copy of the Guaranty Association Notice (informational)

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

We hope our response adequately answers your objections and this filing can now be approved.
Thank you.

Sincerely,

Jill Morgan, Kristen Kennedy, Lisa Richards

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Form Schedule

Lead Form Number: RSC-0386

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	RSC-0386 12/11	Policy/Cont ract/Fratern al Certificate	True Variable Annuity Contract	Initial		0.000	RSC-0386_12-11_AR_DC_ND_SD_contract_Rev_1-26-12.pdf
	RSC-0386 12/11	Schedule Pages	True VA Data page for WTB	Initial		0.000	RSC-0386_12-11_WTB_AR_DC_ND_SD_Data_Page_1-4-12.pdf
	RSA-0042 12/11	Application/ Enrollment Form	True VA Application	Initial		58.700	RSC-0042_12-11_basic_app.pdf
	RSE-0081 12/11	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	WTB Rider	Initial		53.200	RSE-0081_rev_1-23-12.pdf

[Symetra True Variable Annuity]

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 initial 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.

RIGHT TO EXAMINE

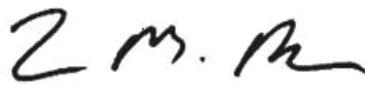
YOU HAVE THE RIGHT TO EXAMINE THE CONTRACT. YOU MAY RETURN THE CONTRACT TO US, OR THE INSURANCE PRODUCER THROUGH WHOM IT WAS PURCHASED, WITHIN [XX] DAYS FROM THE DATE YOU RECEIVE IT. IF THIS CONTRACT IS A REPLACEMENT OF ANOTHER INSURANCE OR ANNUITY CONTRACT, YOU MAY RETURN THE CONTRACT TO US, OR THE INSURANCE PRODUCER THROUGH WHOM IT WAS PURCHASED, WITHIN [XX] DAYS FROM THE DATE YOU RECEIVED IT. WHEN WE RECEIVE THE CONTRACT, WE WILL REFUND THE CONTRACT VALUE PLUS ANY FEES OR CHARGES DEDUCTED UNDER THE CONTRACT.

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

CONTRACT VALUES AND BENEFITS BASED ON THE PERFORMANCE OF ANY SEPARATE ACCOUNT ASSETS ARE NOT GUARANTEED AND WILL INCREASE OR DECREASE WITH INVESTMENT EXPERIENCE.

Signed for Symetra Life Insurance Company by:


[Daniel R. Guilbert]
[Executive Vice President]


[Thomas M. Marra]
President

CONTRACT DATA PAGE

PRODUCT: [Symetra True Variable Annuity]

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

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

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

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

CONTRACT NUMBER: [LP12345678]

CONTRACT DATE: [5/01/2005]

MAXIMUM ISSUE AGE: [85]. The Contract Date must be prior to the Owner's and Annuitant's (including any joint Owner's and joint Annuitant's) [86th] birthday.

PURCHASE PAYMENTS

INITIAL PURCHASE PAYMENT: [\$50,000]

MINIMUM INITIAL PURCHASE PAYMENT: [\$25,000]

MAXIMUM PURCHASE PAYMENTS: [\$2,000,000]

MINIMUM SUBSEQUENT PURCHASE PAYMENT: [\$250] if made electronically. [\$1,000] if made by check.

ANNUITIZATION

ANNUITY DATE: Before [1/01/2066]

MINIMUM ANNUITY PAYMENT: [\$250]

ANNUITIZATION AGE: [95]. Annuity Payments may begin prior to the Annuitant's (including any joint Annuitant's) [96th] birthday.

MAXIMUM ANNUITIZATION AGE: [101]

WITHDRAWALS

MINIMUM SUB-ACCOUNT VALUE FOLLOWING WITHDRAWAL: [\$500]

MINIMUM CONTRACT VALUE FOLLOWING WITHDRAWAL: [\$2,000]

TRANSFERS

MINIMUM TRANSFER AMOUNT: [\$500]

MINIMUM SUB-ACCOUNT VALUE FOLLOWING TRANSFER: [\$500]

CHARGES AND FEES

DAILY CHARGES

MORTALITY AND EXPENSE RISK CHARGE:

Standard Sub-accounts	[.60%] deducted daily from the net asset value
Prepaid Annuity Sub-accounts	[.60%] deducted daily from the net asset value

SUB-ACCOUNT FUND FACILITATION FEE: Up to a maximum of [0.15%] deducted daily from the net asset value. We may charge a Sub-account fund facilitation fee (subject to the maximum) for Contract Value invested in any Sub-accounts made available under this Contract. The current Sub-account fund facilitation fee that is in effect on the Contract Date is shown in the Sub-account section below. After the Contract Date, the Sub-account fund facilitation fee can be changed at any time for any Sub-accounts offered under this Contract, subject to the maximum. We will notify you if we change the Sub-account fund facilitation fee.

TRANSFER CHARGE: [\$25] for each transfer in excess of [25] free transfers per Contract Year.

PREMIUM TAXES: [0.0%]

SEPARATE ACCOUNT: Symetra Resource Variable Account B

SUB-ACCOUNTS

STANDARD SUB-ACCOUNTS

SUB-ACCOUNTS	SUB-ACCOUNT FUND FACILITATION FEE	SUB-ACCOUNTS	SUB-ACCOUNT FUND FACILITATION FEE
[Dreyfus VIF – Appreciation Portfolio	[0.00%	[Templeton Foreign Securities Fund	[0.00%
Fidelity VIP Contrafund® Portfolio	0.00%	Templeton Global Bond Securities Fund	0.00%
Fidelity VIP Energy Portfolio	0.00%	Vanguard VA Balanced (wellington subadvised)	0.00%
Fidelity VIP Financial Services Portfolio	0.00%	Vanguard VA Capital Growth (primecap subadvised)	0.00%
Fidelity VIP Healthcare Portfolio	0.00%	Vanguard VA Equity Index	0.00%
Fidelity VIP Investment Grade Portfolio	0.00%	Vanguard VP Equity Income	0.00%
Fidelity VIP Mid Cap Portfolio	0.00%	Vanguard VIF – High Yield Bond Portfolio	0.00%
Fidelity VIP Overseas Portfolio	0.00%	Vanguard VIF – International Portfolio	0.00%
Fidelity VIP Real Estate Portfolio	0.00%	Vanguard VA Money Market	0.00%
Fidelity VIP Strategic Income Portfolio	0.00%	Vanguard VIF – REIT Index Portfolio	0.00%
Fidelity VIP Technology Portfolio	0.00%	Vanguard VA Short Term Investment Grade	0.00%
Franklin Rising Dividends Fund	0.00%	Vanguard VIF – Total Bond Market Index Portfolio	0.00%
Franklin Strategic Income Fund	0.00%	Vanguard VIF – Total Stock Market Index Portfolio	0.00%
Franklin U.S. Government Fund	0.00%	Vanguard VIF – Mid-Cap Index Portfolio	0.00%
Templeton Developing Markets Securities Fund]	0.00%]	Vanguard VA Balanced (wellington subadvised)]	0.00%]

PREPAID ANNUITY SUB-ACCOUNTS

SUB-ACCOUNTS	SUB-ACCOUNT FUND FACILITATION FEE	SUB-ACCOUNTS	SUB-ACCOUNT FUND FACILITATION FEE
[Symetra Pension Reserve Fund – 2016 (b. 1942-1947)	[0.00%]Symetra Pension Reserve Fund – 2016 (b. 1953-1957)	[0.00%
Symetra Pension Reserve Fund – 2020 (b. 1942-1947)	0.00%	Symetra Pension Reserve Fund – 2020 (b. 1953-1957)	0.00%
Symetra Pension Reserve Fund – 2024 (b. 1942-1947)	0.00%	Symetra Pension Reserve Fund – 2024 (b. 1953-1957)	0.00%
Symetra Pension Reserve Fund – 2016 (b. 1948-1952)	0.00%	Symetra Pension Reserve Fund – 2028 (b. 1953-1957)	0.00%
Symetra Pension Reserve Fund - 2020 (b. 1948-1952)	0.00%	Symetra Pension Reserve Fund – 2020 (b. 1958-1962)	0.00%
Symetra Pension Reserve Fund – 2024 (b. 1948-1952)	0.00%	Symetra Pension Reserve Fund – 2024 (b. 1958-1962)	0.00%
Symetra Pension Reserve Fund – 2028 (b. 1948-1952)	0.00%	Symetra Pension Reserve Fund – 2028 (b. 1958-1962)	0.00%]

DELIVERED IN THE STATE OF [Any State]

Home Office:

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

Telephone: [1-800-796-3872]

Administrative Office:

Symetra Life Insurance Company

[P.O. Box
X, XX XXXXX]

Fax: [1-866-532-1356]

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DEFINITIONS

Accumulation Phase	The period between the Contract Date, shown on the Contract Data Page, and the Annuity Date.
Accumulation Unit	A measurement used to calculate the value of a Sub-account during the Accumulation Phase.
Administrative Office	The Symetra Life address, shown on the Contract Data Page, to which all applications, Purchase Payments, communications, general correspondence, and other transactional inquires should be mailed.
Annuitant	The natural person(s) on whose life/lives Annuity Payments are based. You are the Annuitant unless you designate someone else before the Annuity Date.
Annuity Date	The date Annuity Payments begin under an annuity option. Any reference to Annuity Date includes Income Payment Start Date.
Annuity Payments	A series of periodic payments under the Contract that begins on the Annuity Date and continues for a specified period of time.
Beneficiary	The person(s), or entity(ies), named by the Owner(s) to receive any benefits upon the death of the Owner(s) under this Contract.
Business Day	Any day on which the New York Stock Exchange ("NYSE") is open for trading. A Business Day generally ends at 4:00pm Eastern Standard Time or the closing of trading on the NYSE, if earlier.
Contract	This individual flexible premium deferred variable annuity.
Contract Date	The first Business Day the Contract is in force and the date from which we measure the Contract Years. The Contract Date is shown on the Contract Data Page.
Contract Value	The sum of the values of the Sub-accounts attributable to the Contract that have not been applied to provide Annuity Payments.
Contract Year	A 12-month period starting on the Contract Date or on an anniversary of that date.
General Account	All assets of Symetra Life other than those allocated to the Separate Account or any other Symetra Life separate account.
Good Order	An instruction that we receive that is accompanied by all necessary information and supporting legal documentation necessary to effect the transaction.
Income Payment Start Date	The date Annuity Payments begin under the prepaid annuity option. The date will not be more than 60 calendar days after the Maturity Date. If that date, or any anniversary of that date, is a non-Business Day, the Annuity Payment will be made on the next Business Day.
Income Phase	The period beginning on the Annuity Date during which the Payee receives Annuity Payments.
Internal Revenue Code (the "Code")	The Internal Revenue Code of 1986, as amended or revised.
Maturity Date	The date specified by a Prepaid Annuity Portfolio as its scheduled termination date.
Owner	The person(s) or entity named on the Contract application. The Owner has all the ownership rights under this Contract. If there are joint Owners, the signatures of both Owners are needed to exercise rights under the Contract.

Payee	The person or persons designated by you to receive Annuity Payments. You are the Payee unless you designate someone else as the Payee.
Portfolio	A series of a registered open-end management investment company in which the corresponding Sub-account invests.
Prepaid Annuity Portfolio	A Portfolio in which a Prepaid Annuity Sub-account invests.
Prepaid Annuity Sub-account	A Sub-account identified by us in which you must be invested in order to choose the prepaid annuity option.
Purchase Payment	An amount paid to us under the Contract less any applicable taxes due at the time this payment is made.
Separate Account	Symetra Resource Variable Account B, a segregated asset account established under Washington law.
Standard Sub-account	A Sub-account that is not a Prepaid Annuity Sub-account.
Sub-account	A division of the Separate Account for which the Accumulation Units are separately maintained. Each Sub-account invests exclusively in a particular Portfolio. All references to Sub-account include the Prepaid Annuity Sub-account.
Valuation Period	The period that starts at the close of regular trading on the NYSE on any Business Day and ends at the close of regular trading on the next succeeding Business Day.

THE ANNUITY CONTRACT

ABOUT THE CONTRACT The Contract is an agreement between Symetra Life and you, the Owner, where we promise to pay the Payee an income in the form of Annuity Payments, beginning on the date you select, or a death benefit. When you are investing money, your Contract is in the Accumulation Phase. Once you begin receiving Annuity Payments, your Contract is in the Income Phase.

OWNER On the Contract Date, the Owner's(s) age must not exceed the maximum issue age as shown on the Contract Data Page. An Owner who is a non-natural Owner (for example, a corporation or a trust) may not name a joint Owner. Only two Owners are allowed per Contract.

You may change the Owner by sending us a signed and dated request in Good Order. If you designate someone else as the Owner, that person must not have exceeded the maximum issue age as of the Contract Date. Any changes in Owner designation, unless otherwise specified by the Owner, shall take effect on the date the notice of change is signed by the Owner, subject to any payments made or actions taken by us prior to receipt of this notice.

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. You may change the Annuitant by sending us a signed and dated request in Good Order. If you designate someone else as Annuitant, that person must not have exceeded the maximum issue age as of the Contract Date, and must not have exceeded the maximum annuitization age on the latest Annuity Date that is permitted, as shown on the Contract Data Page, when Annuity Payments begin. Only two Annuitants are allowed per Contract. Any changes in Annuitant designation shall take effect on the date the notice of change is signed, subject to any payments made or actions taken by us prior to receipt of this notice.

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

BENEFICIARY

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 in Good Order. 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.

PURCHASE PAYMENT PROVISIONS

PURCHASE PAYMENTS

You purchased the Contract with the initial Purchase Payment you paid, and the Contract became effective on the Contract Date as shown on the Contract Data Page. The initial Purchase Payment is shown on the Contract Data Page. During the Accumulation Phase, you may make additional Purchase Payments at any time. The minimum subsequent Purchase Payment is shown on the Contract Data Page. If you stop making Purchase Payments, all benefits under this Contract continue until the Contract Value is completely withdrawn.

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 the maximum amount shown on the Contract Data Page;
- is not in Good Order; or
- is otherwise contrary to law for Symetra Life to accept.

All Purchase Payments must be in lawful currency of the United States and be submitted to our Administrative Office, or in a manner agreed to by us. Each Purchase Payment is subject to acceptance and approval by Symetra Life.

ALLOCATION OF PURCHASE PAYMENT

On the Contract Date, the initial Purchase Payment, less any applicable taxes, will be allocated among Sub-accounts according to your instructions on the application. Unless you tell us otherwise, subsequent Purchase Payments will be allocated in the same proportion as your most recent Purchase Payment (unless that was a Purchase Payment you directed us to allocate on a one-time-only basis).

Once we receive the initial Purchase Payment, the allocation to the Sub-accounts is effective and valued as of the Business Day we receive your request in Good Order. All subsequent Purchase Payments and transfers are allocated and valued in the same manner.

SUB-ACCOUNT PROVISIONS

SUB-ACCOUNTS

During the Accumulation Phase, Purchase Payments and transfers may be allocated to the Sub-accounts available under this Contract. We reserve the right to add, combine, restrict, or remove any Sub-accounts available under this Contract.

Any Sub-account that may be added by us as an investment option under your Contract may, pursuant to the investment objective of the corresponding Portfolio, have periods during which investing may be restricted, have a maturity date, and automatically liquidate.

The investment performance of a Sub-account may be positive or negative.

SUBSTITUTION OF SHARES

If any shares of the Portfolios are no longer available, or if in our view no longer meet the purpose of the Contract, it may be necessary to substitute shares of another Portfolio. We will seek prior approval of the Securities and Exchange Commission (SEC) to the extent required by law and give you notice before doing this.

ACCUMULATION UNITS

When Purchase Payments or transfers are made into a Sub-account, we credit the Contract with Accumulation Units. When a withdrawal or transfer of money from a Sub-account is made, Accumulation Units are liquidated. In either case, the increase or decrease in the number of Accumulation Units is determined by taking the dollar amount of the Purchase Payment, transfer, or withdrawal and dividing it by the value of an Accumulation Unit.

We calculate the value of an Accumulation Unit for each Sub-account at the time the NYSE closes each day, which is generally 4:00pm Eastern Standard Time. We take the prior Business day's Accumulation Unit value and multiply it by the net investment factor for the current Business day.

NET INVESTMENT FACTOR

The net investment factor is used to measure the daily change in the Accumulation Unit value for each Sub-account. The net investment factor for any Sub-account for any Valuation Period is determined by dividing (1) by (2) and subtracting (3) where:

- 1) is the net asset value per share of the applicable Portfolio held in the Sub-account determined as of the end of the current Valuation Period plus the per share amount of any dividend or capital gain distributions made by the Portfolio on shares held in the Sub-account if the ex-dividend date occurs during the current Valuation Period;
- 2) is the net asset value per share of the Portfolio held in the Sub-account determined at the end of the prior Valuation Period;
- 3) is a daily factor representing the mortality and expense risk charge, the Sub-account fund facilitation fee and any taxes or amounts set aside as a reserve for taxes, expressed as a percentage of the total net assets of the Sub-account adjusted for the number of days in the Valuation Period.

The Accumulation Unit value will usually go up or down from Business Day to Business Day.

CONTRACT VALUE

The Contract Value is the sum of the value of the Sub-accounts attributable to your Contract. We calculate the Contract Value by:

- adding all Purchase Payments invested on your behalf;
- subtracting charges;
- subtracting the withdrawals that have been made;
- adjusting for each Sub-account's gain or loss;
- subtracting the amounts withdrawn for an annuity option; and
- subtracting the amounts withdrawn to pay any death benefits.

WITHDRAWAL PROVISIONS

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

A withdrawal request that would reduce any Sub-account below the minimum amount shown on the Contract Data Page will be treated as a request for a withdrawal of all of that Sub-account value.

If a withdrawal would reduce the Contract Value below the minimum shown on the Contract Data Page, we will consider that a withdrawal of your entire Contract Value and terminate your Contract.

Negative investment performance alone will not cause a forced withdrawal.

Unless you tell us otherwise, withdrawals are first deducted pro-rata from your Contract Value invested in the Standard Sub-accounts. If the amount invested in the Standard Sub-account is not sufficient to cover the withdrawal request, we will take the remaining withdrawal amount from your Contract Value invested in the Prepaid Annuity Sub-accounts on a pro-rata basis.

Once we receive your withdrawal request, withdrawals from the Sub-accounts will be effective as of the Business Day your request is received in Good Order.

You may request repetitive withdrawals of a predetermined amount on a monthly, quarterly, or annual basis by completing the appropriate form(s).

SURRENDERING THE CONTRACT

At or before the Annuity Date, you can request a full surrender of your Contract Value that has not been annuitized. For a surrender to be effective, we must receive your written request at our Administrative Office. All benefits, except any Annuity Payments being paid to you, will terminate as of the date we receive your surrender request in Good Order. Your surrender value will be equal to your Contract Value. We will determine your surrender value as of the Business Day we receive your request in Good Order.

TRANSFER PROVISIONS

TRANSFERS

During the Accumulation Phase, you may make transfers among the Sub-accounts. The minimum transfer amount is shown on your Contract Data Page. In each Contract Year, a specified number of transfers are free of charge. Each additional transfer in a Contract Year may have a transfer charge. The number of free transfers and the transfer charge are shown on your Contract Data Page. If any transfer reduces the remaining balance in your Sub-account to less than the amount shown on your Contract Data Page, the entire balance of that Sub-account will be transferred.

Transfers from the Sub-accounts will be effective as of the Business Day your request is received in Good Order.

TRANSFER REQUESTS

We will accept transfer requests by signed written instruction or at our discretion, by telephone, or if available, electronically by the Internet. Each transfer must identify:

- the Contract number;
- the amount of the transfer; and
- the Sub-accounts affected.

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

TRANSFER LIMITS

We reserve the right, at any time, to terminate, suspend, or modify transfer privileges or block one or more trades pursuant to our policies and administrative procedures.

CHARGES

The following charges may apply to your Contract:

DAILY CHARGES

**Mortality And
Expense Risk
Charge**

The mortality and expense risk charge is equal, on an annual basis, to a percentage of the average daily net assets of each Sub-account. The percentage is shown on the Contract Data Page.

**Sub-Account
Fund Facilitation
Fee**

The Sub-account fund facilitation fee is equal, on an annual basis, to a percentage of the average daily net assets invested in each of the Sub-account(s) specified on the Contract Data Page. The percentage is shown on the Contract Data Page.

TRANSFER CHARGE

The transfer charge is assessed for each transfer in excess of the number of free transfers allowed in a Contract Year. The transfer charge is deducted pro-rata from the Sub-accounts that you transfer your funds from. If you transfer the entire balance from a Sub-account, the transfer charge is deducted from the amount transferred. The transfer charge and the number of free transfers are shown on the Contract Data Page.

Systematic transfers authorized by us as a part of an investment strategy do not count against your free transfers.

REDEMPTION FEES

Portfolios may have their own policies and procedures and impose redemption fees for short-term investments in the Portfolios. We have the right to enforce the policies and procedures imposed by the Portfolios and deduct those redemption fees from the Contract Value.

ANNUITY PAYMENTS

ANNUITIZATION AGE

Generally, you must choose to receive a lump sum or start the Income Phase for your entire Contract Value no later than the annuitization age shown on the Contract Data Page. We will send notice to you prior to the annuitization age and request that you verify all of the information we have on file. At this time, you may request a different annuitization age, subject to the maximum annuitization age shown on the Contract Data Page. Any extension of the annuitization age is subject to our approval.

INCOME PHASE

Switching to the Income Phase is irrevocable. Once Annuity Payments begin, you cannot switch back to the Accumulation Phase. You cannot add Purchase Payments, make withdrawals, change or add an Annuitant, or change the annuity option.

PARTIAL ANNUITIZATION

You may choose to apply a portion of the Contract Value to an annuity 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. The amount of the Contract Value applied to an annuity option will be treated as a withdrawal and reduce the death benefit amount paid.

BASIC ANNUITY OPTIONS

Under the basic annuity options, during the Income Phase the Payee receives monthly, quarterly, semi-annual or annual Annuity Payments beginning on the Annuity Date. You may start the Income Phase anytime. 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 request and that we agree to provide. You name the Payee when you elect an annuity option, and you may change the Payee designation at any time by writing to us. If your Contract Value is equal to or less than \$2,000, or insufficient to provide a payment of \$20 a month, then we may pay you in a lump sum. We reserve the right to change the payment frequency if payment amounts would be less than the minimum Annuity Payment amount shown on the Contract Data Page.

Annuity Payments Annuity Payments will be made on a fixed basis. The dollar amount of each Annuity Payment will not change with investment performance. Annuity Payments will be determined by dividing your Contract Value that has been annuitized by the amount shown on the Annuity Options Purchase Rate Table of this Contract or the current rates at that time if more favorable to you, for your age, sex (if applicable), and annuity option selected. If premium taxes are required, by state law these taxes are withdrawn before Annuity Payments are calculated. Any net amount you convert to an annuity option will be held in our General Account.

Annuity Payments at the time of their commencement will not be less than those that would be provided by the application of the Contract Value, or a portion thereof, to purchase a single consideration immediate annuity contract at purchase rates offered by us at the time to the same class of annuitants.

The following basic annuity options are available:

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 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 either Annuitant is living. After either Annuitant dies, the Payee receives a specified percentage of each Annuity Payment as long as the other Annuitant is living. You name the joint Annuitant, Payee and payment percentages 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 either Annuitant is living. The full Annuity Payment will be paid until the later of the end of the guaranteed period and the first death of either the Annuitant or joint Annuitant. If either the Annuitant or joint Annuitant is alive when the guaranteed period ends, a percentage of the payment amount will continue to be paid to the Payee. You name the joint Annuitant, Payee and payment percentages at the time you elect this option. The guaranteed period is selected by you and agreed to by us. Annuity Payments stop the later of the date the Annuitant or joint Annuitant dies or the date the guaranteed period ends.

Period Certain The Payee receives Annuity Payments for a guaranteed period as selected by you and agreed to by us. This guaranteed period may not exceed the Annuitant's life expectancy. This option does not guarantee payments for the rest of the Annuitant's life. Annuity payments stop at the end of the guaranteed period.

Default Annuity Option If you do not choose a basic 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 Code.

PREPAID ANNUITY OPTION

The prepaid annuity option is a life annuity that provides guaranteed annual lifetime Annuity Payments beginning on the Income Payment Start Date. We guarantee that each Accumulation Unit of a Prepaid Annuity Sub-account, once issued, will provide one dollar (\$1) of annual lifetime Annuity Payments beginning on the Income Payment Start Date.

(Accumulation Units remain outstanding in the event that a Prepaid Annuity Portfolio is either liquidated, reorganized, or shares of another Portfolio are substituted for those of the Prepaid Annuity Portfolio.)

This annuity option will be available to you only if:

- on the Maturity Date you are invested in a Prepaid Annuity Sub-account corresponding to the maturing Prepaid Annuity Portfolio and your birth year is in

- the birth year range for that corresponding Prepaid Annuity Portfolio;
- you elect to begin payments under the prepaid annuity option prior to the Maturity Date; and
- you are alive on the Maturity Date.

If the Contract is owned by joint Owners, you must designate one of the Owners as the life upon which Annuity Payments under this option will be based. The designated Owner's birth year must fall within the Portfolio's birth year range and the guaranteed income will be based on that Owner's life. For purposes of this annuity option, you are the Annuitant and you cannot designate someone else as the Annuitant, unless your Contract is owned by a non-natural person. If this Contract is owned by a non-natural person, the Annuitant's birth year must fall within the Portfolio's birth year range, and the guaranteed income will be based on the Annuitant's life.

You may allocate your Contract Value, or a portion of your Contract Value, to the available Prepaid Annuity Sub-accounts at any time prior to the Maturity Date. Prior to the Maturity Date of a Prepaid Annuity Sub-account, amounts allocated to the Prepaid Annuity Sub-accounts may be withdrawn or transferred. Any withdrawals or transfers of Accumulation Units from a Prepaid Annuity Sub-account will be calculated in accordance with the "Accumulation Units" section of the Contract. Any withdrawal or transfer from the Prepaid Annuity Sub-accounts will reduce the number of Accumulation Units and thus, reduce the Annuity Payment. Additionally, allocations or transfers to the Prepaid Annuity Sub-accounts will increase the number of Accumulation Units and will increase the Annuity Payment.

Maturity Date

The Owner will receive written notification prior to the Maturity Date. If our then current or guaranteed life annuity option would provide higher annual Annuity Payments on the Income Payment Start Date than the annual Annuity Payment for the prepaid annuity option, we will make Annuity Payments under the life annuity option instead.

Upon receipt of the written notification, the Owner must instruct us to:

- apply the entire Contract Value invested in the Prepaid Annuity Sub-account corresponding to the maturing Prepaid Annuity Portfolio to the prepaid annuity option; or
- transfer the entire Contract Value invested in the Prepaid Annuity Sub-account corresponding to the maturing Prepaid Annuity Portfolio to any other Sub-accounts available under the Contract.

If we do not receive instructions in Good Order, the Contract Value invested in the Prepaid Annuity Sub-account will be transferred to the money market Sub-account.

Proof Of Age

We will require proof that any Owner's birth year is within the birth year range of the particular Prepaid Annuity Sub-account's corresponding Prepaid Annuity Portfolio before making payments under the prepaid annuity option. If it is not consistent, the prepaid annuity option Annuity Payment guarantee will not apply and the Owner must:

- transfer the entire Contract Value invested in the Prepaid Annuity Sub-account corresponding to the maturing Prepaid Annuity Portfolio to a Prepaid Annuity Sub-account appropriate for the Owner's age; or
- transfer the entire Contract Value invested in the Prepaid Annuity Sub-account corresponding to the maturing Prepaid Annuity Portfolio to any Standard Sub-account offered under the Contract.

If you transfer the entire Contract Value invested in the maturing Prepaid Annuity Sub-account to any Standard Sub-account, the basic annuity options are still available to you if you choose to annuitize all or a portion of your Contract Value. If we do not receive instructions in Good Order, the Contract Value invested in the Prepaid Annuity Sub-account will be transferred to the money market Sub-account.

Availability

If any of the above conditions are not met, the prepaid annuity option will not be available to you. The basic annuity options may still apply and be available to you.

DEATH BENEFIT

DEATH BENEFIT PROVISIONS

The death benefit provisions and the Contract shall in all events be construed in a manner consistent with Section 72(s) of the Code.

DEATH BENEFIT

A death benefit will become payable when we receive proof of death in Good Order at our Administrative Office. Proof of death in Good Order 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.

The death benefit shall be paid as:

- a lump sum payment or a series of withdrawals that are completed within five years of the date of death; or
- Annuity Payments made over the Beneficiary'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 entire death benefit is distributed, we will pay the remaining death benefit to that person's named Beneficiary or, if none, to that person's estate.

DEATH BENEFIT PAYMENT AMOUNT

The death benefit amount is your Contract Value, as of the Business Day it is paid. Your Contract Value will be subject to investment performance and applicable charges until the date the death benefit is paid.

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 Owner, the death of the Annuitant will be treated as the death of the Owner. We will pay a death benefit equal to the Contract Value to the:

- surviving primary Beneficiary(ies); or if none, then
- surviving contingent Beneficiary(ies); or if none, then
- the non-natural Owner.

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 Contract 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, or surviving joint Owner, is the Owner's spouse, the spouse has the option to continue the Contract and will then become the Owner of the Contract.

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 benefit 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 any 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.

GENERAL PROVISIONS

ASSIGNMENT

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 or liable 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.

COMMUNICATIONS

All written communications to you will be addressed to you at your last known address on file with Symetra Life. All written communications to Symetra Life must be submitted to us at our Administrative Office.

CONFORMITY TO LAW

The Contract was approved under the authority of the state in which it was delivered, as shown on the Contract Data Page and is subject to its laws. Any provision of the Contract that on the provision's effective date is in conflict with the laws of the state in which it is delivered, for this product type, is hereby amended to conform to those laws as of the provision's effective date.

CONTRACT AMENDMENTS

We may unilaterally amend the provisions of the Contract as required to conform to any 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 Code.

ENTIRE CONTRACT

The Contract, Contract Data Page, and application, as may be amended, and any riders, rider data pages, and endorsements are the entire Contract. All statements made by the applicant for the issuance of the Contract shall, in the absence of fraud, be deemed representations and not warranties.

ESSENTIAL DATA

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.

EVIDENCE OF SURVIVAL

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.

INCOME OR OTHER TAXES

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

Additional Tax Information

The Contract is subject to requirements found in the Code. It is intended that the Contract be treated as an "annuity contract" for federal income tax purposes. Symetra Life will interpret and administer all sections of the Contract in accordance with Section 72(s) of the Code. Symetra Life reserves the right to amend this Contract to comply with requirements set out in the Code and regulations and rulings thereunder.

INCONTESTABILITY	<p>The Contract and any rider(s) or endorsement(s) 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 the Contract Date.</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>
JURISDICTION	In the event of a dispute, the laws of the jurisdiction in which the Contract is delivered will apply.
MINIMUM VALUES	The surrender value, the paid-up annuity, and the death benefit that may be available will not be less than the minimum that is required in the state in which this Contract was delivered, as shown on the Contract Data Page.
MISSTATEMENT OF AGE OR SEX	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 has been misstated, Annuity Payments will be recalculated 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% and charge interest on overpayments at a rate of 0.0%.
NONPARTICIPATION	The Contract is nonparticipating, which means it will not share in any distribution of profits, losses, or surplus of Symetra Life.
REPORTS	At least annually, or more often as required by law, during the Accumulation Phase we will furnish you a report showing the beginning and ending dates of the current report period, the Contract Value, death benefit, and any transactions. Each report will show information as of a date not more than four months prior to the mailing date. The Owner may request additional reports.
SEPARATE ACCOUNT	<p>The Separate Account holds the assets that underlie the Purchase Payments invested in the Sub-accounts, including Contract Values. The assets in the Separate Account are the property of Symetra Life. The portion of the assets in the Separate Account equal to the reserves and other contract liabilities with respect to the Separate Account are not chargeable with liabilities arising out of any other business that we may conduct. Income, gains and losses from assets allocated to the Separate Account are credited to or charged against the Separate Account, without regard to other income, gains or losses of Symetra Life.</p> <p>Where permitted by applicable law, we reserve the right to make certain changes to the structure and operation of the Separate Account. We will not make any such changes without receiving any necessary approval of the SEC and applicable state insurance departments. We will notify you of any changes in writing. These changes include, among others, the right to:</p> <ul style="list-style-type: none"> • transfer assets supporting the Contracts from one Sub-account to another or from the Separate Account to another separate account; • combine the Separate Account with other separate accounts, and/or create new separate accounts; • deregister the Separate Account, or operate the Separate Account as a management investment company, or as any other form permitted by law; • manage the Separate Account under the direction of a committee at any time; • make any changes required by applicable law or regulation; and • modify the provisions of the Contract to reflect changes to the Sub-accounts and the Separate Account and to comply with applicable law. <p>Some, but not all, of these future changes may be the result of changes in applicable laws or interpretations of law. We reserve the right to make other structural and operational changes affecting the Separate Account.</p>

**SUSPENSION OF
BENEFIT PAYMENTS,
WITHDRAWALS, OR
TRANSFERS**

We may be required to suspend or postpone payment of withdrawals, transfers, and benefits from the Sub-accounts for any period of time when:

- the NYSE is closed (other than customary weekend or holiday closings);
- trading on the NYSE is restricted;
- an SEC-declared emergency exists such that disposal of or determination of the value of the Sub-account shares is not reasonably practicable; or
- the SEC, by order, so permits for your protection.

**TERMINATION OF
CONTRACT**

The Contract will terminate when we have completed all our duties and obligations under the Contract.

VOTING RIGHTS

Symetra Life is the legal owner of the Portfolios' shares. When a Portfolio solicits proxies in connection with a shareholder vote, we are required to ask you for instructions as to how to vote those shares. You, or the Beneficiary of a deceased Owner's account, will have the right to give voting instructions and we will vote in accordance with the instructions we receive from you. We vote Portfolio shares for which no timely instructions are received in proportion to the voting instructions that are received with respect to that Portfolio. For this reason, a small number of voting instructions may control the outcome of a vote. Should we determine that we are no longer required to comply with the above, we will vote the shares in our own right.

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 40 years. The effective interest rate assumed in the Annuity Purchase Rate Table is 1.00%.

Consideration Required to Purchase \$1 of Monthly Annuity*

<u>Age</u>	<u>Life Annuity No Period Certain</u>		<u>Life Annuity 5 Yrs Certain</u>		<u>Life Annuity 10 Yrs Certain</u>		<u>100% Joint & Survivor**</u>		
	<u>Male</u>	<u>Female</u>	<u>Male</u>	<u>Female</u>	<u>Male</u>	<u>Female</u>	<u>Life Annuity</u>	<u>5 Years Certain and Life</u>	<u>10 Years Certain and Life</u>
60	315.82	346.61	316.36	346.91	318.23	347.95	384.71	384.71	384.75
61	307.09	337.79	307.68	338.12	309.75	339.26	376.03	376.03	376.08
62	298.34	328.92	298.98	329.28	301.28	330.54	367.28	367.28	367.34
63	289.55	320.01	290.26	320.41	292.83	321.79	358.45	358.46	358.53
64	280.76	311.06	281.54	311.50	284.42	313.02	349.57	349.57	349.66
65	271.96	302.07	272.83	302.56	276.07	304.24	340.61	340.62	340.73
66	263.18	293.06	264.15	293.59	267.78	295.46	331.61	331.62	331.75
67	254.42	284.01	255.52	284.60	259.59	286.68	322.54	322.56	322.72
68	245.70	274.94	246.95	275.58	251.50	277.92	313.43	313.45	313.66
69	237.06	265.84	238.48	266.56	243.55	269.20	304.29	304.31	304.57
70	228.54	256.73	230.14	257.52	235.76	260.51	295.11	295.14	295.46
71	220.14	247.60	221.93	248.49	228.13	251.89	285.91	285.95	286.35
72	211.87	238.47	213.87	239.48	220.68	243.34	276.70	276.75	277.25
73	203.75	229.36	205.95	230.52	213.42	234.89	267.49	267.55	268.17
74	195.74	220.31	198.16	221.64	206.34	226.58	258.28	258.36	259.13
75	187.83	211.34	190.50	212.86	199.44	218.43	249.10	249.20	250.15
76	180.04	202.47	182.98	204.20	192.74	210.47	239.95	240.07	241.24
77	172.37	193.72	175.60	195.68	186.25	202.70	230.85	231.00	232.42
78	164.84	185.11	168.38	187.31	179.97	195.16	221.81	222.00	223.72
79	157.45	176.60	161.33	179.08	173.92	187.85	212.83	213.06	215.15
80	150.20	168.22	154.46	171.01	168.13	180.79	203.92	204.20	206.73
81	143.11	159.97	147.77	163.10	162.60	174.03	195.09	195.44	198.51
82	136.17	151.87	141.26	155.39	157.36	167.58	186.36	186.78	190.50
83	129.39	143.93	134.95	147.88	152.41	161.47	177.74	178.26	182.75
84	122.78	136.17	128.84	140.59	147.76	155.73	169.24	169.87	175.28
85	116.32	128.59	122.93	133.56	143.40	150.34	160.87	161.65	168.11
86	110.02	121.21	117.25	126.80	139.32	145.30	152.65	153.60	161.26
87	103.87	114.04	111.80	120.34	135.52	140.61	144.58	145.76	154.73
88	97.87	107.09	106.60	114.20	131.97	136.24	136.68	138.13	148.53
89	92.12	100.45	101.68	108.42	128.71	132.22	129.01	130.79	142.72
90	86.62	94.14	97.04	102.99	125.76	128.60	121.59	123.72	137.35
91	81.36	88.15	92.65	97.88	123.17	125.40	114.40	116.93	132.50
92	76.34	82.46	88.46	93.04	120.95	122.68	107.45	110.37	128.25
93	71.53	77.05	84.43	88.40	119.15	120.45	100.69	104.01	124.69
94	66.78	71.76	80.52	83.92	117.73	118.69	94.00	97.79	121.79
95	62.04	66.51	76.78	79.65	116.63	117.32	87.36	91.77	119.49
96	57.25	61.25	73.30	75.65	115.81	116.29	80.72	86.03	117.74
97	52.36	55.88	70.14	72.04	115.22	115.54	74.05	80.68	116.44
98	47.34	50.37	67.43	68.92	114.82	115.01	67.38	75.90	115.54
99	42.66	45.27	65.24	66.41	114.56	114.68	61.15	71.92	114.96
100	38.36	40.60	63.51	64.42	114.41	114.47	55.40	68.66	114.61
101	34.50	36.45	62.15	62.86	114.33	114.36	50.21	66.03	114.42

* 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 \$271,960.

** 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 40 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	Life Annuity	Life Annuity	100% Joint & Survivor**		
		5 Years Certain	10 Years Certain	Life Annuity	5 Years Certain & Life	10 Years Certain & Life
55	383.93	384.15	384.91	432.45	432.45	432.46
56	375.37	375.61	376.44	424.20	424.20	424.21
57	366.76	367.03	367.93	415.87	415.87	415.89
58	358.10	358.39	359.39	407.46	407.46	407.48
59	349.40	349.71	350.80	398.98	398.98	399.00
60	340.63	340.98	342.18	390.41	390.41	390.44
61	331.82	332.20	333.52	381.77	381.77	381.81
62	322.97	323.38	324.84	373.05	373.05	373.10
63	314.08	314.53	316.13	364.26	364.26	364.31
64	305.15	305.65	307.42	355.40	355.40	355.46
65	296.19	296.75	298.71	346.47	346.47	346.55
66	287.22	287.83	290.02	337.47	337.48	337.57
67	278.22	278.90	281.34	328.41	328.42	328.54
68	269.21	269.97	272.70	319.30	319.31	319.46
69	260.20	261.04	264.11	310.13	310.15	310.33
70	251.19	252.13	255.59	300.91	300.93	301.17
71	242.19	243.24	247.15	291.66	291.68	291.98
72	233.22	234.41	238.81	282.37	282.40	282.77
73	224.29	225.63	230.58	273.05	273.10	273.57
74	215.42	216.96	222.51	263.73	263.79	264.38
75	206.65	208.39	214.60	254.42	254.50	255.24
76	197.99	199.95	206.88	245.14	245.23	246.15
77	189.45	191.65	199.36	235.89	236.01	237.14
78	181.06	183.51	192.07	226.69	226.84	228.23
79	172.77	175.52	185.01	217.54	217.72	219.44
80	164.62	167.68	178.21	208.45	208.67	210.78
81	156.60	160.02	171.69	199.42	191.79	202.29
82	148.74	152.55	165.49	190.48	190.83	194.01
83	141.03	145.28	159.62	181.65	182.08	185.98
84	133.50	138.23	154.09	172.92	173.45	178.22
85	126.14	131.42	148.91	164.33	164.99	170.77
86	118.98	124.88	144.07	155.88	156.70	163.63
87	112.01	118.62	139.56	147.58	148.61	156.82
88	105.25	112.66	135.35	139.45	140.75	150.34
89	98.79	107.06	131.49	131.57	133.18	144.26
90	92.63	101.79	128.01	123.94	125.89	138.64
91	86.79	96.82	124.93	116.56	118.88	133.56
92	81.24	92.11	122.31	109.42	112.12	129.10
93	75.95	87.59	120.18	102.49	105.57	125.34
94	70.76	83.22	118.48	95.65	99.18	122.29
95	65.61	79.06	117.17	88.85	92.98	119.86
96	60.45	75.17	116.18	82.07	87.06	117.99
97	55.17	71.64	115.47	75.26	81.55	116.62
98	49.75	68.60	114.97	68.45	76.61	115.65
99	44.74	66.17	114.65	62.09	72.50	115.03
100	40.14	64.23	114.46	56.23	69.12	114.65
101	36.05	62.71	114.35	50.96	66.39	114.44

* 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, a life annuity that provides a guaranteed monthly income of \$1,000 will cost \$296,190.

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

INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY

SYMETRA.
FINANCIAL

Symetra Life Insurance Company

[Home Office: 777 108th Avenue NE, Suite 1200 | Bellevue, WA 98004-5135]
[Phone 1-800-796-3872 | TTY/TDD 1-800-833-6388] | www.symetra.com]

RIDER DATA PAGE

PRODUCT: [Wealth Transfer Benefit (WTB) Rider]

CONTRACT NUMBER: [LP12345678]

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

[MAXIMUM WTB RIDER ISSUE AGE:] [75]

[MAXIMUM WTB RIDER COVERAGE AGE:] [95]

[WTB THRESHOLD CAP:] [\$1,000,000]

[MAXIMUM WTB ADDITIONAL BENEFIT:] [lesser of [5] times the WTB Threshold and [5] times the WTB Threshold Cap]

[WTB MULTIPLIER:] [50%]

[TABLE OF MAXIMUM ANNUAL GUARANTEED CHARGE RATES]

The following table shows the maximum annual guaranteed rates used for the WTB rider calculations. The rates shown are per \$1,000 of WTB Additional Benefit.

Attained Age	Male \$	Female \$	Joint \$
0-35	1.417	1.153	2.337
36	1.484	1.242	2.468
37	1.573	1.318	2.636
38	1.688	1.383	2.839
39	1.794	1.460	3.034
40	1.937	1.549	3.252
41	2.106	1.651	3.486
42	2.313	1.767	3.770
43	2.558	1.908	4.103
44	2.830	2.073	4.476
45	3.124	2.265	4.885
46	3.417	2.494	5.318
47	3.660	2.764	5.726
48	3.850	3.064	6.106
49	4.092	3.403	6.576
50	4.410	3.778	7.161
51	4.817	4.202	7.867
52	5.314	4.674	8.698
53	5.891	5.174	9.646
54	6.614	5.700	10.788
55	7.419	6.296	12.058
56	8.249	6.941	13.380
57	9.048	7.619	14.697
58	9.841	8.322	16.076
59	10.771	9.044	17.638
60	11.902	9.802	19.430
61	13.282	10.633	21.493
62	14.882	11.515	23.791
63	16.626	12.443	26.265
64	18.433	13.456	28.870
65	21.666	15.559	32.932
66	23.669	16.860	35.818
67	25.754	18.308	38.863
68	27.946	19.911	43.070
69	30.401	21.663	46.749
70	33.259	23.641	50.958
71	36.734	25.890	55.914
72	40.794	28.349	61.573
73	45.048	31.032	67.624
74	49.624	33.981	74.230
75	54.619	37.198	81.420
76	60.240	40.720	89.403
77	66.773	44.606	98.485
78	74.349	48.835	108.781
79	82.821	53.466	120.169
80	97.103	62.339	137.377
81	107.863	69.778	151.430
82	119.224	77.624	166.315
83	131.598	85.834	185.733
84	145.382	94.912	205.015
85	160.743	104.017	225.890
86	177.615	114.751	248.204
87	195.817	128.012	272.144
88	215.128	141.925	296.768
89	235.346	155.659	323.090
90	255.423	165.555	350.738
91	275.121	174.918	377.999
92	295.719	190.740	405.347
93	317.399	212.261	430.407
94	340.264	239.334	455.664
95	362.943	269.027	484.455]

[TABLE OF MAXIMUM ANNUAL GUARANTEED CHARGE RATES]

The following table shows the maximum annual guaranteed rates used for the WTB rider calculations. The rates shown are per \$1,000 of WTB Additional Benefit.

Attained Age	Single Life \$	Joint \$
0-35	1.364	2.577
36	1.435	2.691
37	1.522	2.817
38	1.627	2.989
39	1.727	3.160
40	1.859	3.379
41	2.015	3.639
42	2.204	3.927
43	2.428	4.283
44	2.679	4.689
45	2.952	5.149
46	3.232	5.652
47	3.481	6.150
48	3.693	6.634
49	3.954	7.174
50	4.283	7.749
51	4.694	8.370
52	5.186	9.119
53	5.747	10.006
54	6.431	11.095
55	7.194	12.343
56	7.988	13.689
57	8.762	15.137
58	9.538	16.663
59	10.426	18.330
60	11.482	20.144
61	12.752	22.168
62	14.209	24.486
63	15.789	27.090
64	17.438	29.967
65	20.444	34.362
66	22.308	37.745
67	24.265	41.279
68	26.339	46.245
69	28.654	50.322
70	31.335	54.840
71	34.565	59.994
72	38.305	65.861
73	42.245	72.257
74	46.496	79.454
75	51.135	87.481
76	56.336	96.201
77	62.339	105.936
78	69.246	116.840
79	76.950	128.951
80	90.150	146.869
81	100.246	162.550
82	110.904	179.320
83	122.445	201.556
84	135.288	221.971
85	149.398	243.733
86	165.042	267.279
87	182.256	292.887
88	200.487	319.933
89	219.408	348.239
90	237.449	376.429
91	255.080	404.427
92	274.724	433.855
93	296.372	463.448
94	320.078	493.513
95	344.160	524.335]

SYMETRA [TRUE] FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY APPLICATION
VALUES PROVIDED BY THIS CONTRACT ARE VARIABLE AND ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT.

Owner
All Contract Owner correspondence will be sent to the mailing address.

Full Legal Name (*Trust Owners please complete form #[XXXX]*) _____ SSN/Tax ID Number _____

Residence/Entity Address (*May not be a P.O. Box*) _____ City _____ State _____ Zip _____

Mailing Address (if different from Residence/Entity Address) _____ Phone No. (include area code) _____

Date of Birth _____ Sex M F U.S. Citizen? Yes No
If no, Resident Alien Non-Resident Alien
Country of Citizenship _____ Married
 Single
 Other _____

Type of Owner (*Additional documentation may be required)
 Individual Joint Trust Corporate/Partnership* Guardianship/Conservatorship*
 UTMA/UGMA* Other _____*

Joint Owner
Optional, nonqualified annuities only.

Full Legal Name _____ SSN _____

Address (*May not be a P.O. Box*) _____ City _____ State _____ Zip _____ Phone No. (*include area code*) _____

Date of Birth _____ Sex M F U.S. Citizen? Yes No
If no, Resident Alien Non-Resident Alien
Country of Citizenship _____ Relationship to Owner _____

Annuitant
Required if the Owner is a non-natural person. If Joint Owners are listed, the default Annuitant is the primary Owner. If Plan Type chosen below is "qualified," the Owner and Annuitant must be the same.

Full Legal Name _____ SSN _____

Address (*May not be a P.O. Box*) _____ City _____ State _____ Zip _____ Phone No. (*include area code*) _____

Date of Birth _____ Sex M F U.S. Citizen? Yes No
If no, Resident Alien Non-Resident Alien
Country of Citizenship _____

Joint Annuitant
Optional, nonqualified annuities only.

Full Legal Name _____ SSN _____

Address (*May not be a P.O. Box*) _____ City _____ State _____ Zip _____ Phone No. (*include area code*) _____

Date of Birth _____ Sex M F U.S. Citizen? Yes No
If no, Resident Alien Non-Resident Alien
Country of Citizenship _____ Relationship to Annuitant _____

Owner's Beneficiary Designation *In the event of the death of the Owner, the surviving joint Owner becomes the primary Beneficiary. Use form #[XXXX] to list any additional Beneficiaries*

Primary Beneficiary	Full Legal Name	Date of Birth	SSN	Relationship to Owner	Percentage
1.					
2.					

The percentages must total 100% for all primary Beneficiaries.

Contingent Beneficiary	Full Legal Name	Date of Birth	SSN	Relationship to Owner	Percentage
1.					
2.					

The percentages must total 100% for all contingent Beneficiaries.

Plan Type Nonqualified Qualified – Check one

SEP IRA Traditional IRA Contribution: Year _____

SIMPLE IRA Roth IRA – First tax year contribution made _____

Employer Name (SEP IRA and SIMPLE IRA only): _____

Company Name

Contract Number

Company Name

Contract Number

I acknowledge that Contract Values that are based on the Separate Account assets are not guaranteed and will decrease or increase with investment experience.

Under penalties of perjury, I certify that the Social Security Number or Tax Identification Number listed on this application is correct and that I am not subject to backup withholding either because I have not been notified by the IRS that I am subject to backup withholding or the IRS has notified me that I am no longer subject to backup withholding.

I understand and agree that any fees or taxes will be deducted from my Purchase Payments or Contract Value, as applicable.

If I am signing on behalf of an entity, I agree that I am authorized and empowered to sign and that the entity is in compliance with all applicable laws and regulations. I also agree, on behalf of the entity, to notify Symetra Life of any change in the entity's status or authorized individuals.

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 applicable Notice and Disclosures on the last page of this application.

With this in mind, I acknowledge that, to the best of my knowledge and belief, the annuity and any additional benefits applied for are suitable for my investment horizon, goals and objectives and financial situation and needs.

Owner's Signature

Signed in State

Date

The Owner is signing as: Self Trustee Guardian Officer Custodian Other: _____

Joint Owner's Signature (if applicable)

Signed in State

Date

Annuitant's Signature (if different from Owner)

Signed in State

Date

Joint Annuitant's Signature (if applicable)

Signed in State

Date

Agency Statement

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

The Owner/Annuitant is an active duty service member of the United States Armed Forces and I have provided the required disclosure (form #[XXXX]).

I certify that the answers to the questions above are true to the best of my knowledge and belief and I have verified the identity of each Owner/Annuitant by reviewing government-issued photo identification or alternate method approved by my Broker/Dealer. I have reviewed the applicant's financial status and objectives and find this coverage is appropriate for his/her needs.

Print Registered Representative's Name and Firm Name

Registered Representative's Stat#

Signature of Registered Representative

Address

Location/State ID #

Telephone

Date

Notices and Disclosures

Identification of Parties	Federal law requires sufficient information to identify parties to the purchase of a variable annuity. Your failure to provide such information could result in unprocessed transactions or the annuity Contract being delayed, declined or terminated.
Community or Marital Property Interest	Unless the Owner/Annuitant has notified Symetra Life of a community or marital property interest in this Contract, Symetra Life will rely in good faith that no such interest exists and will assume no responsibility for inquiry.
[Information Regarding the Federal Defense Of Marriage Act]	<p>[Pursuant to Section 3 of the federal Defense of Marriage Act (DOMA), same-sex marriages, civil unions, and domestic partnerships currently are not recognized for purposes of federal law. Therefore, the favorable income-deferral options afforded by federal tax law to an opposite-sex spouse under Internal Revenue sections 72(s) and 401(a)(9) are currently NOT available to a same-sex spouse. Same-sex spouses who own or are considering the purchase of annuity products that provide benefits based upon status as a spouse should consult a tax advisor. To the extent that an annuity contract or certificate accords to spouses other rights or benefits that are not affected by DOMA, same-sex spouses remain entitled to such rights or benefit to the same extent as any annuity holder's spouse.]</p> <p>[New Hampshire only. The Federal Defense of Marriage Act states that neither civil union partners nor same-gender married couples are considered married under federal law. Therefore the favorable tax treatment provided by federal tax law to a surviving spouse is NOT available to a surviving civil union partner or the surviving spouse of a same-gender marriage. For information regarding federal tax laws please consult a tax advisor.]</p>
If This Annuity is Purchased Through a Bank or Credit Union	The annuity is not a deposit. The annuity is not guaranteed by any bank or credit union. The annuity is not insured by the FDIC or by any other governmental agency. The purchase of an annuity is not a provision or condition of bank or credit union activity. This annuity is subject to investment risk and may go down in value.
Fraud Warning	<p>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.</p> <p>Arkansas: 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.</p> <p>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.</p> <p>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.</p>

WEALTH TRANSFER BENEFIT (WTB) RIDER

This rider is part of the Contract to which it is attached and is effective upon your Contract Date. Capitalized terms not defined in this rider are defined in the Contract to which this rider is attached. In the case of a conflict with any provision in the Contract, the terms of this rider will control. You elect this rider at the time you purchase your Contract. The maximum age to elect this rider is shown on the WTB Rider Data Page.

This rider replaces the death benefit calculation as described in the "Death Benefit Payment Amount" section in your Contract.

The WTB Additional Benefit, if any, is payable upon the death of the Owner or, in the case of joint Owners, upon the first death of either Owner. In the case of a non-natural Owner, the WTB Additional Benefit will be paid upon the death of the Annuitant, or in the case of joint Annuitants, upon the first death of either Annuitant. Any joint Owners or, in the case of non-natural Owners, joint Annuitants, covered by this rider must be spouses.

The WTB cannot be withdrawn, surrendered or annuitized.

DEFINITIONS

Contract Month: A month measured from the Contract Date or a monthly anniversary of that date.

WTB Earnings: The amount by which your Contract Value exceeds your Purchase Payments adjusted for withdrawals.

WTB Threshold: The sum of Purchase Payments reduced for withdrawals that exceed the WTB Earnings.

WTB Threshold Cap: The maximum WTB Threshold used to calculate the WTB Gain. The WTB Threshold Cap is shown on the WTB Rider Data Page.

WTB Gain: The amount by which your covered Contract Value exceeds the WTB Threshold.

WTB Benefit Base: The WTB Gain multiplied by the WTB multiplier shown on the WTB Rider Data Page plus the Contract Value.

WTB Additional Benefit: The WTB Benefit Base minus the Contract Value.

"WTB Earnings" as defined in this rider may not be the same as "earnings" for income tax purposes.

WTB RIDER CHARGE

The WTB rider charge will be deducted on the first Business Day of each Contract Month. If a WTB rider charge is due, the charge is first deducted pro-rata from your Contract Value invested in the Standard Sub-accounts. If the amount available is not sufficient to cover the charge, we will take the remaining charge from your Contract Value invested in the Prepaid Annuity Sub-accounts on a pro-rata basis.

The WTB rider charge is based upon an annual rate for the Owner's, or in the case of a non-natural Owner, the Annuitant's, attained age and sex and upon whether the Contract is owned by single or joint Owners. If the Contract is owned by joint Owners, the joint rider charge rate will be based on the attained age and sex of the oldest joint Owner. If the Contract is owned by a non-natural Owner and joint Annuitants are named, the rider charge rate will be based on the attained age and sex of the oldest joint Annuitant. Because the WTB rider charge rate is based on attained age, the applicable rate will increase with each yearly increase of attained age. The WTB rider charge rate for a given attained age will never exceed the maximum annual guaranteed charge rate shown on the WTB Rider Data Page.

Once the rate is determined, it is multiplied by the greater of:

- the WTB Additional Benefit; and
- zero.

The resulting amount is then divided by twelve to determine that Contract Month's charge. If the WTB Additional Benefit is greater than zero we will assess the charge for the Contract Month. If the WTB Additional Benefit is equal to or less than

zero, no charge will be assessed for that Contract Month. Each Contract Month the charge will be recalculated.

The WTB rider charge will stop being deducted on the first Business Day of the Contract Month after the Business Day:

- (a) we are notified of your death;
- (b) the Owner requests cancellation of the rider;
- (c) the Contract is surrendered;
- (d) you replace or add an Owner;
- (e) you assign the Contract;
- (f) you replace or add an Annuitant;
- (g) you annuitize the entire Contract Value; or
- (h) the oldest Owner's, or in the case of a non-natural Owner, the oldest Annuitant's, attained age exceeds the maximum WTB rider coverage age shown on the WTB Rider Data Page.

We will refund any rider charges deducted after the first Business Day following your date of death.

THE BENEFIT

The WTB is calculated as follows:

- (a) any WTB Additional Benefit in effect on your date of death (if greater than zero);
plus
- (b) your Contract Value as of the date we make payment;
plus
- (c) a refund of any WTB rider charges deducted after the first Business Day following your date of death;
plus
- (d) any interest required by law.

The WTB Additional Benefit is calculated on the first Business Day of each Contract Month and remains constant for the entire Contract Month. If the WTB Additional Benefit is greater than zero on the first Business Day of the Contract Month of your death, the WTB Additional Benefit will be added to your Contract Value. After due proof of death is received in Good Order, the WTB Additional Benefit will be allocated to the money market Sub-account, unless directed otherwise. If the WTB Additional Benefit is equal to or less than zero on the first Business Day of the Contract Month of your death, no WTB Additional Benefit will be added to your Contract Value. The annual report for your Contract will show the WTB Additional Benefit and any related charges for the WTB rider.

Withdrawals have an impact on the WTB Additional Benefit calculation. Any amount of Contract Value applied to an annuity option will be treated as a withdrawal. Each withdrawal is first taken from the WTB Earnings, as calculated on the Business Day of the withdrawal, on a dollar for dollar basis. Each withdrawal (or portion of such withdrawal) in excess of the WTB Earnings will reduce the WTB Threshold, as calculated on the Business Day of the withdrawal, on a dollar for dollar basis.

LIMITATIONS ON WTB AMOUNTS

Maximum WTB Additional Benefit

The WTB Additional Benefit will be limited to the maximum amount shown on the WTB Rider Data Page. Any other WTB riders you purchase will be aggregated for the purpose of applying the maximum WTB Additional Benefit.

WTB Threshold Cap

Your WTB Threshold is subject to the WTB Threshold Cap as shown on the WTB Rider Data Page. Any other WTB riders you purchase will be aggregated for the purpose of applying the WTB Threshold Cap.

Applying the WTB Threshold Cap

For purposes of applying the WTB Threshold Cap, we divide your Purchase Payments into covered and uncovered portions, where your covered portion equals your WTB Threshold up to the WTB Threshold Cap, and the uncovered portion equals any remaining Purchase Payments. We calculate the covered portion, as well as any uncovered portion, after each Purchase Payment is added to your Contract Value and each withdrawal is deducted from your Contract Value as described below.

Impact of Purchase Payments

Purchase Payments will increase your WTB Threshold. If your WTB Threshold exceeds the WTB Threshold Cap, the covered portion of your total Purchase Payments will be equal to the WTB Threshold Cap and the uncovered portion will be equal to the remaining amount of total Purchase Payments.

Impact of Withdrawals

Withdrawals are deducted first from WTB Earnings and then from the WTB Threshold. If the withdrawal amount exceeds the WTB Earnings in your Contract, the remaining withdrawal amount will be deducted from the WTB Threshold and proportionally reduce your covered and uncovered portions of Purchase Payments.

Covered and Uncovered Contract Value

In the same way your Purchase Payments are divided into covered and uncovered portions, your Contract Value will also be divided into covered and uncovered portions. The ratio of your covered Contract Value to your uncovered Contract Value will be the same as the ratio of your covered Purchase Payments to your uncovered Purchase Payments.

SPOUSAL CONTINUATION

If your spouse chooses to continue the Contract and the WTB rider was in effect on the date of the Owner's death, the Contract Value will be increased by any applicable WTB Additional Benefit. That amount will be added as of the Business Day due proof of death is received by us in Good Order. Unless directed otherwise, the amount will be allocated to the money market Sub-account.

On the date of Contract continuation, if your surviving spouse is younger than the maximum issue age for the WTB rider shown on the WTB Rider Data Page, your surviving spouse can choose to continue the WTB rider that was in effect on the date of the Owner's death. Rider continuation must be elected at the time your surviving spouse elects to continue the Contract. The spousal continuation request must be made in Good Order.

If your surviving spouse continues the rider, any future WTB rider charges will be based on your surviving spouse's attained age and sex. Your surviving spouse will start with a new WTB Threshold equal to the Contract Value on the Business Day of continuation, after any WTB Additional Benefit has been added. Subsequent Purchase Payments will increase the WTB Threshold and subsequent withdrawals will first reduce the WTB Earnings on a dollar for dollar basis and then reduce the WTB Threshold on a dollar for dollar basis.

There may be only one spousal continuation per Contract.

TERMINATION

You can terminate the WTB rider at any time, but once it is terminated, you may not re-elect it.

This rider will terminate on the earliest Business Day when:

- (a) the WTB is paid under this rider, unless your surviving spouse elects to continue the rider;
- (b) the Owner requests cancellation of the rider;
- (c) the Contract is surrendered;
- (d) you add or replace an Owner;
- (e) you assign the Contract;
- (f) you add or replace an Annuitant;
- (g) you annuitize the entire Contract Value; or
- (h) the oldest Owner's, or in the case of non-natural Owners, the oldest Annuitant's, attained age exceeds the maximum WTB rider coverage age shown on the WTB Rider Data Page.

All other terms and conditions of the Contract remain unchanged.

Symetra Life Insurance Company



[Thomas M. Marra]
[President]

SERFF Tracking Number: SYMT-127820671 State: Arkansas
 Filing Company: Symetra Life Insurance Company State Tracking Number:
 Company Tracking Number: RSC-0386
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: abacus
 Project Name/Number: abacus/RSC-0386

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment: Readability Certification.pdf		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: The application for this plan is a part of this filing.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Acturial Memo		
Comments:		
Attachments: Basic_ActuarialMemo.pdf _MemoAttachment.pdf _WTBrider_MemoAttachments.xlsx _MemoAttachment.xlsx _WTBrider_ActuarialMemo.pdf _WTBrider_MemoAttachments.pdf		

	Item Status:	Status Date:
Satisfied - Item: Certification of Compliance with Rule 19 & 49 and Dept. Bulletin 6-87		
Comments: the certification is provided as well as a copy of the Guaranty Association Notice (informational)		
Attachments:		

SERFF Tracking Number: SYMT-127820671 State: Arkansas
Filing Company: Symetra Life Insurance Company State Tracking Number:
Company Tracking Number: RSC-0386
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: abacus
Project Name/Number: abacus/RSC-0386

AR certification.pdf
AR_GAN_LA2162_0705-.pdf
AR certification-reg 6.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Statement of Variability

Comments:

Attachments:

SOV- RSC-0386 WTB DP 12-11 - 1-4-12.pdf
SOV-RSA-0042 12-11 - 1-4-12.pdf
SOV-RSC-0386 12-11 DP - 1-4-12.pdf
SOV-RSC-0386_12-11_AR_DC_ND_SD_1-10-12.pdf

CERTIFICATION OF READABILITY

To the best of my knowledge, these forms meet all applicable statutes and regulations for readability standards. The Flesch scores are:

RSC-0386 12/11	Variable Annuity Contract	This form is subject to federal jurisdiction and accordingly the Flesch requirements do not apply
RSA-0042 12/11	Variable Annuity Application	58.7
RSE-0081 12/11	Wealth Transfer Benefit Rider	53.2

Michael Murphy

Digitally signed by Michael Murphy
DN: cn=Michael Murphy, o=Symetra Life
Insurance Company, ou=Compliance,
email=michael.murphy@symetra.com, c=US
Date: 2012.01.03 11:52:57 -08'00'

Vice President
Symetra Life Insurance Company

CERTIFICATION

This is to certify that the attached forms, listed below, have been reviewed and to the best of my knowledge and belief meet the provisions of Rule and Regulation 19 (Unfair Sex Discrimination in the Sale of Insurance), Rule and Regulation 49 (Life and Health Insurance Guaranty Association Notice), Department Bulletin 6-87 (Consumer Notice) as well as all applicable requirements of the Arkansas Insurance Department.

Symetra True Variable Annuity

RSC-0386 12/11
RSA-0042 12/11
RSE-0081 12/11

Symetra True Variable Annuity Contract
Symetra True Variable Annuity Application
Wealth Transfer Benefit Rider

**Michael
Murphy**

Digitally signed by Michael Murphy
DN: cn=Michael Murphy, o=Symetra Life
Insurance Company, ou=Compliance,
email=michael.murphy@symetra.com, c=US
Date: 2012.01.11 06:25:32 -08'00'

VICE PRESIDENT
SYMETRA LIFE INSURANCE COMPANY

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

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

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

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

DISCLAIMER

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

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

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

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

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

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

COVERAGE

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

Please turn to back page

EXCLUSIONS FROM COVERAGE

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

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

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

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

LIMITS ON AMOUNT OF COVERAGE

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

CERTIFICATION

This is to certify that the attached forms, listed below, have been reviewed and to the best of my knowledge and belief meet the provisions of Rule and Regulation 6 (Variable Annuity Contracts) as well as all applicable requirements of the Arkansas Insurance Department.

Symetra True Variable Annuity

RSC-0386 12/11
RSA-0042 12/11
RSE-0081 12/11

Symetra True Variable Annuity Contract
Symetra True Variable Annuity Application
Wealth Transfer Benefit Rider

Michael Murphy

Digitally signed by Michael Murphy
DN: cn=Michael Murphy, o=Symetra Life
Insurance Company, ou=Vice President
Compliance,
email=michael.murphy@symetra.com, c=US
Date: 2012.02.08 06:17:46 -08'00'

VICE PRESIDENT
SYMETRA LIFE INSURANCE COMPANY

Statement of Variability

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

December 20, 2011

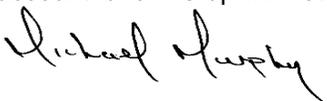
Forms: RSC-0386 12/11 Pg. 2– Wealth Transfer Benefit rider data page

The variability for bracketed items in the above-referenced form 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	Range	Explanation of Variation
Product:	[Wealth Transfer Benefit (WTB) Rider]	Displays the Rider name. Bracketed to allow the company to issue with any approved rider.
Contract Number:		Displays the contract number
Contract Date:		Displays the issue date of the contract (this rider can only be added at issue)
[Maximum WTB Rider Issue Age]	Can range from [55] to [95], at launch, will be [75]	Displays the maximum issue age of the contract owner (or annuitant in the case of a non-natural owner) for the Wealth Transfer Benefit rider.
[Maximum WTB Rider Coverage Age]	Can range from [70] to [105], at launch, will be [95]	Displays the maximum coverage age which is the age that the rider terminates.
[WTB Threshold Cap]	Can range from [\$500,000] to [\$10,000,000], at launch, will be [\$1,000,000]	Displays the maximum WTB threshold covered by this rider.
[Maximum WTB Additional Benefit (lesser of [x] times the WTB threshold and [x] times the WTB Threshold Cap)]	Can range from [1] to [5], at launch will be [5] times WTB threshold Can range from [1] to [5], at launch will be [5] times WTB Threshold Cap	Helps describe the maximum additional benefit amount for the Wealth Transfer Benefit rider.
[WTB Multiplier]	Can range from [15%] to [200%], at launch, will be [50%]	Displays the multiplier for the Wealth Transfer Benefit rider.
Table of Maximum Annual Guaranteed Rider Charge Rates	Two tables are provided, one showing sex-distinct charge rates and the other showing unisex charge rates. Each rider will be printed with one table or the other depending on applicable law and plan type.	

CERTIFICATION

I certify that the information contained in this Statement of Variability is true and correct to the best of my knowledge and belief, and that I am duly authorized by the company to make this certification. I further certify that any change or modification to a variable item shall be administered in the variability of information section, including any requirements for prior approval of a change or modification. I certify that any change to the Sub-account fund line-up will not alter the underlying structure of the contract.



Michael Murphy
 Vice President
 Symetra Life Insurance Company

Statement of Variability

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

December 20, 2011

Forms: RSA-0042 12/11 – Symetra [True] Flexible Premium Deferred Variable Annuity Application

The variability for bracketed items in the above-referenced form 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	Range	Explanation of Variation
Home Office Address		Displays the home office address
Phone Number		Displays the home office telephone number
Administrative Office Address:		Displays the Administrative office address
Marketing Name:	Symetra [True] Flexible Premium Deferred Variable Annuity	Displays the current product name. Bracketed to allow the company to change the product name..
Trust Ownership Form Number:	[XXXX]	Displays the form number of the administrative form used for trust ownership.
Additional Beneficiary Form number:	[XXXX]	Displays the form number of the administrative form used to list additional beneficiaries.
Plan Type	[Non-Qualified Qualified (check one) SEP IRA Traditional IRA, Contribution year _____ SIMPLE IRA Roth IRA – First tax year contribution made:____ Employer name:]	Displays the current types of qualified and nonqualified types available.
Initial Purchase payment – Minimum	Can range from [\$10,000] to [\$100,000]. At launch, will be [\$25,000]	Displays the minimum amount required to purchase the contract.
Wire form	[XXXX]	Displays the form number to use for wire transfer instructions.
[Standard Sub-Accounts]		Displays the name of the sub-account category.
[fund name]	[Dreyfus VIF – Appreciation Portfolio Fidelity VIP Contrafund® Portfolio Fidelity VIP Energy Portfolio Fidelity VIP Financial Services Portfolio Fidelity VIP Healthcare Portfolio	Displays the name of the Standard subaccounts available under this policy at the time of filing.

	<p>Fidelity VIP Investment Grade Portfolio Fidelity VIP Mid Cap Portfolio Fidelity VIP Overseas Portfolio Fidelity VIP Real Estate Portfolio Fidelity VIP Strategic Income Portfolio Fidelity VIP Technology Portfolio Franklin Rising Dividends Fund Franklin Strategic Income Fund Franklin U.S. Government Fund Templeton Developing Markets Securities Fund Templeton Foreign Securities Fund Templeton Global Bond Securities Fund Vanguard VA Capital Growth (primecap subadvised)]</p>	<p>We understand that the funds available under the contract are variable and may be changed without notice or prior approval, as long as the new funds do not significantly alter the underlying structure of the contract.</p>
[Prepaid Annuity Sub-accounts]		Displays the name of the sub-account category.
[fund name]	<p>[Symetra Pension Reserve Fund – 2016 (b. 1942-1947) Symetra Pension Reserve Fund – 2016 (b. 1953-1957) Symetra Pension Reserve Fund – 2020 (b. 1942-1947) Symetra Pension Reserve Fund – 2020 (b. 1953-1957) Symetra Pension Reserve Fund – 2024 (b. 1942-1947) Symetra Pension Reserve Fund – 2024 (b. 1953-1957) Symetra Pension Reserve Fund – 2016 (b. 1948-1952) Symetra Pension Reserve Fund – 2028 (b. 1953-1957) Symetra Pension Reserve Fund - 2020 (b. 1948-1952) Symetra Pension Reserve Fund – 2020 (b. 1958-1962) Symetra Pension Reserve Fund – 2024 (b. 1948-1952) Symetra Pension Reserve Fund – 2024 (b. 1958-1962) Symetra Pension Reserve Fund – 2028 (b. 1948-1952) Symetra Pension Reserve Fund – 2028 (b. 1958-1962) Symetra Pension Reserve Fund – 2016 (b. 1942-1947) Symetra Pension Reserve Fund – 2016 (b. 1953-1957)]</p>	<p>Displays the name of the Prepaid Annuity Sub-accounts available under this policy.</p> <p>We understand that the funds available under the contract are variable and may be changed without notice or prior approval, as long as the new funds do not significantly alter the underlying structure of the contract.</p>
[Prepaid Annuity Sub-account instructions]	[If your investment instruction directs a percentage to any Prepaid Annuity Sub-account that does not correlate to your birth year, the Prepaid Annuity Option in the contract will not be available to you. Please see the contract or prospectus for full details.]	Displays instruction for the Prepaid Annuity Sub-accounts and its relation to the Prepaid Annuity Option.
[Optional Rider] [Optional Riders]	[Wealth Transfer Benefit (WTB)]	Displays any optional riders offered under the contract and allows the company the flexibility to add a rider or remove a rider based on approvals by a state. We will always file a rider for approval and only approved riders will display. If no riders are available under the contract, the heading “Optional Rider” will not print.
[Wealth Transfer Benefit]	[This rider is only available at the time the owner purchases the contract. In order to select the optional benefit rider, the Owner must be the Annuitant. Any Joint Owners, or in the case of non-natural Owners, Joint Annuitants to be covered by this rider, must be spouses*. Any election otherwise will terminate the rider. The oldest Owner, or in the case of a non-natural Owner, the oldest Annuitant, must be younger than age 76. There is a charge for this rider.	Displays the description and requirements for the WTB rider. This section will only print where this rider is available.

	<i>*For states that extend rights to members of a civil union, domestic partnership and/or same-sex couple, those members will be considered spouses for purposes of this rider.*</i>	
Symetra phone	[1-800-796-3872].	Displays the telephone number to use to provide transfer instructions and provides important information regarding using the option.
The active duty service member disclosure form number	[XXXX]	Displays the form number of the required disclosure to use when the applicant is an active duty service member
[Information Regarding the Federal Defense Of Marriage Act]	<p>[Pursuant to Section 3 of the federal Defense of Marriage Act (DOMA), same-sex marriages, civil unions, and domestic partnerships currently are not recognized for purposes of federal law. Therefore, the favorable income-deferral options afforded by federal tax law to an opposite-sex spouse under Internal Revenue sections 72(s) and 401(a)(9) are currently NOT available to a same-sex spouse. Same-sex spouses who own or are considering the purchase of annuity products that provide benefits based upon status as a spouse should consult a tax advisor. To the extent that an annuity contract or certificate accords to spouses other rights or benefits that are not affected by DOMA, same-sex spouses remain entitled to such rights or benefit to the same extent as any annuity holder's spouse.]</p> <p>[New Hampshire only. The Federal Defense of Marriage Act states that neither civil union partners nor same-gender married couples are considered married under federal law. Therefore the favorable tax treatment provided by federal tax law to a surviving spouse is NOT available to a surviving civil union partner or the surviving spouse of a same-gender marriage. For information regarding federal tax laws please consult a tax advisor.]</p>	Displays in those states where the statement is required.

CERTIFICATION

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



Michael Murphy
Vice President
Symetra Life Insurance Company

Statement of Variability

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

December 20, 2011

Forms: RSC-0386 12/11 – Symetra [True] Flexible Premium Deferred Variable Annuity Contract Data Page

The variability for bracketed items in the above-referenced form 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	Range	Explanation of Variation
Product:	[Symetra True Variable Annuity]	Displays the current product name. Bracketed to allow the company to change the product name.
Owner:		Displays the name of the contract owner
Address:		Displays the address of the contract owner
Date Of Birth:		Displays the date of birth of the contract owner
Age:		Displays the issue age of the contract owner
Sex:		Displays the gender of the contract owner
[Joint Owner:]		Displays the name of the contract joint owner, if there is no joint owner, the entry does not print
[Address:]		Displays the address of the contract joint owner, if there is no joint owner, the entry does not print
[Date Of Birth:]		Displays the date of birth of the contract joint owner, if there is no joint owner, the entry does not print
[Age:]		Displays the issue age of the contract joint owner, if there is no joint owner, the entry does not print
[Sex:]		Displays the gender of the contract joint owner, if there is no joint owner, the entry does not print
Annuitant:		Displays the name of the annuitant
Address:		Displays the address of the annuitant
Date Of Birth:		Displays the date of birth of the annuitant
Age:		Displays the issue age of the annuitant

Sex:		Displays the gender of the annuitant
[Joint Annuitant:]		Displays the name of the contract joint annuitant, if there is no joint annuitant, the entry does not print
[Address:]		Displays the address of the contract joint annuitant, if there is no joint annuitant, the entry does not print
[Date Of Birth:]		Displays the date of birth of the contract joint annuitant, if there is no joint annuitant, the entry does not print
[Age:]		Displays the issue age of the contract joint annuitant, if there is no joint annuitant, the entry does not print
[Sex:]		Displays the gender of the contract joint annuitant, if there is no joint annuitant, the entry does not print
Contract Number:		Displays the contract number
Contract Date:		Displays the issue date of the contract
Maximum Issue Age:	Can range from [55] to [100]. At launch, will be [85]	Displays the maximum issue age for the plan
Maximum Issue Age Prior to the owner or annuitant's birthday	Can range from [56 th] to [101 st]. At launch, will be [86 th]	Displays the age prior to which the plan is available.
Initial Purchase Payments:		Displays the amount of the initial purchase payment
Minimum Initial Purchase Payment:	Can range from [\$10,000] to [\$100,000]. At launch, will be [\$25,000]	Displays the minimum amount required to purchase the contract.
Maximum Purchase Payments:	Can range from [\$750,000] to [\$10,000,000]. At launch, will be [\$2,000,000]	Displays the maximum total amount of purchase payments permitted without prior approval of the company
Minimum Subsequent Purchase Payment:	Can range from [\$100] to [\$50,000]. At launch, will be [\$250] for electronic purchase payments and [\$1,000] for checks.	Displays the minimum amount of subsequent purchase payment permitted
Annuity Date:		Displays the default annuity date for the contract, which is the contract anniversary of the year in which the annuitant attains the annuitization age
Minimum Annuity Payment:	[\$250]	Displays the annuity benefit payment amount below which Symetra reserves the right to change the benefit payment frequency.
Annuitization Age:	Can range from [65] to [105]. At launch, will be [95]	Displays the default annuitization age for the contract, which is based on the age of the oldest annuitant
Prior to the annuitant's birthday:	Can range from [66 th] to [106 th]. At launch, will be [96 th].	Displays the default age prior to which the annuitization must take place, which is based on the age of the oldest

		annuitant
Maximum Annuitization Age:	Can range from [65] to [105]. At launch, will be [101]	Displays the maximum annuitization age for the contract, which is based on the age of the oldest annuitant
Minimum Sub-Account Value Following Withdrawal:	Can range from [\$100] to [\$25,000]. At launch, will be [\$500]	Displays the minimum value remaining in any sub-account after a withdrawal.
Minimum Contract Value Following Withdrawal:	Can range from [\$100] to [\$25,000]. At launch, will be [\$2,000]	Displays the minimum contract value remaining withdrawal of contract value.
Minimum Transfer Amount:	Can range from [\$50 or the full sub-account amount, whichever is less] to [\$2,500 or the full sub-account amount, whichever is less]. At launch, will be [\$500 or the full sub-account amount, whichever is less]	Displays the minimum amount that may be transferred between sub-accounts.
Minimum Sub-Account Value Following Transfer:	Can range from [\$100] to [\$25,000]. At launch, will be [\$500]	Displays the minimum value of remaining in any sub-account after a transfer of contract value
Mortality And Expense Risk Charge: Standard Sub-Accounts	Can range from [0.60%] to [0.90%]. At launch, will be [.60%]	Displays the Mortality and Expense Risk charge deducted daily from the net asset value of any standard sub-account
Mortality And Expense Risk Charge: Prepaid Annuity Sub-Accounts	Can range from [0.60%] to [0.90%]. At launch, will be [.60%]	Displays the Mortality and Expense Risk charge deducted daily from the net asset value from any Prepaid Annuity sub-account
Sub-Account Fund Facilitation Fee:	Can range from [0.05%] to [0.25%]. At launch, will be [0.15%] for all sub-accounts.	Displays the maximum sub-account fund facilitation fee that could be deducted daily from the net asset value of the sub-accounts during the life of the contract. Each sub-account offered could have a different fund facilitation fee
Transfer Charge:	Can range from [\$25 - \$50] At launch, will be [\$25]	Displays the charge assessed for each transfer in excess of the number of free transfers permitted
Number of Transfers free of charge:	Can range from [12 - 48] At launch, will be [25]	Displays the number of transfers permitted each contract year without transfer charge in a contract year
Premium Taxes:	[0.00%]	Displays the percentage if premium taxes are required in the state of delivery.]
Standard Sub-Accounts Sub-Account Name	Dreyfus VIF – Appreciation Portfolio Fidelity VIP Contrafund® Portfolio Fidelity VIP Energy Portfolio Fidelity VIP Financial Services Portfolio Fidelity VIP Healthcare Portfolio Fidelity VIP Investment Grade Portfolio Fidelity VIP Mid Cap Portfolio	Displays the name of the Standard sub-accounts available under this policy at the time of filing. We understand that the funds available under the contract are variable and may be changed without

	Fidelity VIP Overseas Portfolio Fidelity VIP Real Estate Portfolio Fidelity VIP Strategic Income Portfolio Fidelity VIP Technology Portfolio Franklin Rising Dividends Fund Franklin Strategic Income Fund Franklin U.S. Government Fund Templeton Developing Markets Securities Fund Templeton Foreign Securities Fund Templeton Global Bond Securities Fund Vanguard VA Capital Growth (primecap subadvised)	notice or prior approval, as long as the new funds do not significantly alter the underlying structure of the contract.
Sub-Account Fund Facilitation Fee:	Can range from [0%] to [0.25%], at launch, will be [0.0%] for all sub-accounts	Displays the sub-account fund facilitation fee for each of the standard sub-accounts
Prepaid Annuity Sub-Accounts Sub-Account Name	[Symetra Pension Reserve Fund – 2016 (b. 1942-1947) Symetra Pension Reserve Fund – 2016 (b. 1953-1957) Symetra Pension Reserve Fund – 2020 (b. 1942-1947) Symetra Pension Reserve Fund – 2020 (b. 1953-1957) Symetra Pension Reserve Fund – 2024 (b. 1942-1947) Symetra Pension Reserve Fund – 2024 (b. 1953-1957) Symetra Pension Reserve Fund – 2016 (b. 1948-1952) Symetra Pension Reserve Fund – 2028 (b. 1953-1957) Symetra Pension Reserve Fund - 2020 (b. 1948-1952) Symetra Pension Reserve Fund – 2020 (b. 1958-1962) Symetra Pension Reserve Fund – 2024 (b. 1948-1952) Symetra Pension Reserve Fund – 2024 (b. 1958-1962) Symetra Pension Reserve Fund – 2028 (b. 1948-1952) Symetra Pension Reserve Fund – 2028 (b. 1958-1962) Symetra Pension Reserve Fund – 2016 (b. 1942-1947) Symetra Pension Reserve Fund – 2016 (b. 1953-1957)]	Displays the name of the prepaid annuity sub-accounts available under this policy at the time of filing. We understand that the funds available under the contract are variable and may be changed without notice or prior approval, as long as the new funds do not significantly alter the underlying structure of the contract.
Sub-Account Fund Facilitation Fee:	Can range from [0%] to [0.25%], at launch, will be [0.0%] for all sub-accounts	Displays the sub-account fund facilitation fee for each of the Prepaid Annuity sub-accounts
Delivered In The State Of	[Any State]	Displays the state that the contract is delivered in
Home Office Address		Displays the address of the company's home office
Telephone:		Displays the telephone number for the company
Fax:		Displays the fax number of the company
Administrative Office Address:		Displays the administration address for processing the plan offered by the application

CERTIFICATION

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

information section, including any requirements for prior approval of a change or modification. I certify that any change to the Sub-account fund line-up will not alter the underlying structure of the contract.

A handwritten signature in black ink that reads "Michael Murphy". The signature is written in a cursive style with a large initial "M".

Michael Murphy
Vice President
Symetra Life Insurance Company

Statement of Variability

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

December 20, 2011

Forms: RSC-0386 12/11 – Symetra [True] Flexible Premium Deferred Variable Annuity Contract

The variability for bracketed items in the above-referenced form 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	Range	Explanation of Variation		
Home Office Address		Displays the address of the company's home office, in the future this may change.		
Telephone:		Displays the telephone number for the company, in the future this may change.		
Internet address		Displays the internet address of the company, in the future this may change.		
Product:	[Symetra True Variable Annuity]	Displays the product name. Bracketed to allow the company to change the product name.		
Telephone:	[1-800-796-3872]	Displays the telephone number for the customer to use to call with a question, comment or a complaint.		
Right to Examine You have the right to examine the Contract. You may return the Contract to us, or the insurance producer through whom it was purchased, within [# of Days] days from the date you receive it. If this Contract is a replacement of another insurance or annuity contract, you may return the Contract to us, or the insurance producer through whom it was purchased, within [Repl. # of Days] days from the date you received it. When we receive the Contract, we will refund the [Amount Returned] plus any fees or charges deducted under the contract.	State	Displays the correct right to examine period for the state and type of sale (regular or replacement) and the amount returned to the policy Owner. This section is bracketed to permit us to make changes based on state requirements. If a change is necessary it will be filed, if required, prior to making revisions to the contract.		
	# of Days			
	Repl. # of Days			
	Amount Returned			
	AR	10	30	Cash Value
	DC	10	10	Cash Value
	ND	10	10	Cash Value
	SD	20	20	Cash Value
[Officer Signatures]		Displays the signature of the current officers. It is appropriate to bracket this information as variable in the event there is a change.		
[Officer Names]		Displays the printed names of the current officers. It is appropriate to bracket this information as variable in the event there is a change.		
[Officer Titles]		Displays the titles of the current officers. It is appropriate to bracket this information as variable in the event there is a change.		

Annuity Options Purchase Rate Table	Two tables are provided, one showing sex-distinct rates and the other showing unisex rates. Each contract will be printed with one table or the other depending on applicable law and plan type.	Displays the appropriate Annuity Options Purchase Rate Table.
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CERTIFICATION

I certify that the information contained in this Statement of Variability is true and correct to the best of my knowledge and belief, and that I am duly authorized by the company to make this certification. I further certify that any change or modification to a variable item shall be administered in the variability of information section, including any requirements for prior approval of a change or modification. I certify that any change to the Sub-account fund line-up will not alter the underlying structure of the contract.



Michael Murphy
Vice President
Symetra Life Insurance Company

SERFF Tracking Number: SYMT-127820671 State: Arkansas
 Filing Company: Symetra Life Insurance Company State Tracking Number:
 Company Tracking Number: RSC-0386
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: abacus
 Project Name/Number: abacus/RSC-0386

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)
01/11/2012	Supporting Document	Certification of Compliance with Rule 19 & 49 and Dept. Bulletin 6- 87	02/08/2012	AR certification.pdf AR_GAN_LA2162_0705-.pdf