

State: Arkansas **Filing Company:** Symetra Life Insurance Company
TOI/Sub-TOI: A07I Individual Annuities - Special/A07I.001 Equity Indexed
Product Name: Edge/Edge Pro Data Pages and Annuity Purchase Rate Tables
Project Name/Number: /

Filing at a Glance

Company: Symetra Life Insurance Company
Product Name: Edge/Edge Pro Data Pages and Annuity Purchase Rate Tables
State: Arkansas
TOI: A07I Individual Annuities - Special
Sub-TOI: A07I.001 Equity Indexed
Filing Type: Form
Date Submitted: 09/07/2012
SERFF Tr Num: SYMT-128644530
SERFF Status: Closed-Approved-Closed
State Tr Num:
State Status: Approved-Closed
Co Tr Num:

Implementation: On Approval
Date Requested:
Author(s): Kristen Kennedy, Rae Anne O'Keefe, Doug Geraci
Reviewer(s): Linda Bird (primary)
Disposition Date: 09/26/2012
Disposition Status: Approved-Closed
Implementation Date:

State Filing Description:

State: Arkansas **Filing Company:** Symetra Life Insurance Company
TOI/Sub-TOI: A071 Individual Annuities - Special/A071.001 Equity Indexed
Product Name: Edge/Edge Pro Data Pages and Annuity Purchase Rate Tables
Project Name/Number: /

General Information

Project Name: Status of Filing in Domicile:
Project Number: Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments:
Explanation for Combination/Other: Market Type: Individual
Submission Type: New Submission Individual Market Type:
Overall Rate Impact: Filing Status Changed: 09/26/2012
State Status Changed: 09/17/2012
Deemer Date: Created By: Kristen Kennedy
Submitted By: Kristen Kennedy Corresponding Filing Tracking Number:

Filing Description:
Symetra Life Insurance Company
NAIC #1129-68608

Included Forms: RSC-0392 D 9/12 MVA Data Page
RSC-0393 D 9/12 no MVA GROPP Data Page
RSC-0394 D 9/12 no MVA Data Page
RSC-0341 11/10 Annuity Purchase Rate Tables
RSC-0342 11/10 Annuity Purchase Rate Tables

Dear Sir or Madam

We are submitting a copy of the final version of the above referenced forms for your review. RSC-0392 D 9/12, RSC-0393 D 9/12 and RSC-0394 D 9/12 forms are new and do not replace any previously approved forms. RSC-0341 11/10 and RSC-0342 11/10 Purchase Rate Tables are added to the approved RSC-0341 11/10 and RSC-0342 11/10 contracts. Based on market conditions, either a 1% or a 2% interest rate will be used to generate the Annuity Purchase Rate Table, on a non-discriminatory basis.

RSC-0341 11/10 and RSC-0342 11/10 Purchase Rate Tables and Data Pages RSC-0392 D 9/12, RSC-0393 D 9/12 and RSC-0394 D 9/12 will be used with contract form numbers RSC-0341 11/10 and RSC-0342 11/10 approved by your department on 12/9/2010 under SERFF Tracking Number: SYMX-G126930384.

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.

The Statement of Variability, Actuarial Memos and Demos are included with this submission.

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.

State: Arkansas **Filing Company:** Symetra Life Insurance Company
TOI/Sub-TOI: A071 Individual Annuities - Special/A071.001 Equity Indexed
Product Name: Edge/Edge Pro Data Pages and Annuity Purchase Rate Tables
Project Name/Number: /

Thank you for your consideration of this submission.

Sincerely,

Kristen Kennedy
 Insurance Compliance Analyst
 kristen.kennedy@symetra.com
 425-256-8047

Company and Contact

Filing Contact Information

Kristen Kennedy, Compliance Analyst II kristen.kennedy@symetra.com
 777 108th Ave. NE, Suite 1200 425-256-8047 [Phone]
 Bellevue, WA 98004-5135 425-256-5466 [FAX]

Filing Company Information

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

Filing Fees

Fee Required? No
 Retaliatory? No
 Fee Explanation:
 Per Company: No

| Company | Amount | Date Processed | Transaction # |
|--------------------------------|----------|----------------|---------------|
| Symetra Life Insurance Company | \$0.00 | 09/07/2012 | |
| Symetra Life Insurance Company | \$150.00 | 09/07/2012 | 62491082 |

SERFF Tracking #:

SYMT-128644530

State Tracking #:

Company Tracking #:

State: Arkansas

Filing Company:

Symetra Life Insurance Company

TOI/Sub-TOI: A071 Individual Annuities - Special/A071.001 Equity Indexed

Product Name: Edge/Edge Pro Data Pages and Annuity Purchase Rate Tables

Project Name/Number: /

Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|-----------------|------------|------------|----------------|
| Approved-Closed | Linda Bird | 09/26/2012 | 09/26/2012 |
| Approved-Closed | Linda Bird | 09/17/2012 | 09/17/2012 |

Objection Letters and Response Letters

Objection Letters

| Status | Created By | Created On | Date Submitted |
|---------------------------|------------|------------|----------------|
| Pending Industry Response | Linda Bird | 09/07/2012 | 09/07/2012 |

Response Letters

| Responded By | Created On | Date Submitted |
|-----------------|------------|----------------|
| Kristen Kennedy | 09/07/2012 | 09/07/2012 |

Amendments

| Schedule | Schedule Item Name | Created By | Created On | Date Submitted |
|---------------------|--------------------------|-----------------|------------|----------------|
| Supporting Document | Statement of Variability | Kristen Kennedy | 09/26/2012 | 09/26/2012 |

Filing Notes

| Subject | Note Type | Created By | Created On | Date Submitted |
|----------------------|------------------|------------------|------------|----------------|
| Please reopen filing | Note To Filer | Linda Bird | 09/26/2012 | 09/26/2012 |
| Please reopen filing | Note To Reviewer | Rae Anne O'Keefe | 09/26/2012 | 09/26/2012 |

SERFF Tracking #:

SYMT-128644530

State Tracking #:

Company Tracking #:

State:

Arkansas

Filing Company:

Symetra Life Insurance Company

TOI/Sub-TOI:

A071 Individual Annuities - Special/A071.001 Equity Indexed

Product Name:

Edge/Edge Pro Data Pages and Annuity Purchase Rate Tables

Project Name/Number:

/

Disposition

Disposition Date: 09/26/2012

Implementation Date:

Status: Approved-Closed

Comment: Correction made in the Statement of Variability on the original submission.

Rate data does NOT apply to filing.

| Schedule | Schedule Item | Schedule Item Status | Public Access |
|-------------------------------|--------------------------------|----------------------|---------------|
| Supporting Document | Flesch Certification | | Yes |
| Supporting Document | Application | | Yes |
| Supporting Document | Life & Annuity - Acturial Memo | | No |
| Supporting Document | Actuarial Demos | | No |
| Supporting Document (revised) | Statement of Variability | | Yes |
| Supporting Document | Statement of Variability | Replaced | Yes |
| Form | MVA Data Page | | Yes |
| Form | no MVA GROPP Data Page | | Yes |
| Form | no MVA Data Page | | Yes |
| Form | Annuity Purchase Rate Tables | | Yes |
| Form | Annuity Purchase Rate Tables | | Yes |

SERFF Tracking #:

SYMT-128644530

State Tracking #:**Company Tracking #:****State:**

Arkansas

Filing Company:

Symetra Life Insurance Company

TOI/Sub-TOI:

A071 Individual Annuities - Special/A071.001 Equity Indexed

Product Name:

Edge/Edge Pro Data Pages and Annuity Purchase Rate Tables

Project Name/Number:

/

Disposition

Disposition Date: 09/17/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

| Schedule | Schedule Item | Schedule Item Status | Public Access |
|-------------------------------|--------------------------------|----------------------|---------------|
| Supporting Document | Flesch Certification | | Yes |
| Supporting Document | Application | | Yes |
| Supporting Document | Life & Annuity - Acturial Memo | | No |
| Supporting Document | Actuarial Demos | | No |
| Supporting Document (revised) | Statement of Variability | | Yes |
| Supporting Document | Statement of Variability | Replaced | Yes |
| Form | MVA Data Page | | Yes |
| Form | no MVA GROPP Data Page | | Yes |
| Form | no MVA Data Page | | Yes |
| Form | Annuity Purchase Rate Tables | | Yes |
| Form | Annuity Purchase Rate Tables | | Yes |

State: Arkansas **Filing Company:** Symetra Life Insurance Company
TOI/Sub-TOI: A071 Individual Annuities - Special/A071.001 Equity Indexed
Product Name: Edge/Edge Pro Data Pages and Annuity Purchase Rate Tables
Project Name/Number: /

Objection Letter

| | |
|-------------------------|---------------------------|
| Objection Letter Status | Pending Industry Response |
| Objection Letter Date | 09/07/2012 |
| Submitted Date | 09/07/2012 |
| Respond By Date | 10/08/2012 |

Dear Kristen Kennedy,

Introduction:

This will acknowledge receipt of the captioned filing.

Objection 1

Comments:

Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the \$150.00 filing fee is received.

Conclusion:

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

State: Arkansas **Filing Company:** Symetra Life Insurance Company
TOI/Sub-TOI: A071 Individual Annuities - Special/A071.001 Equity Indexed
Product Name: Edge/Edge Pro Data Pages and Annuity Purchase Rate Tables
Project Name/Number: /

Response Letter

| | |
|------------------------|--------------------|
| Response Letter Status | Submitted to State |
| Response Letter Date | 09/07/2012 |
| Submitted Date | 09/07/2012 |

Dear Linda Bird,

Introduction:

Response 1

Comments:

The filing fee of \$150 has been submitted.

Related Objection 1

Comments:

Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the \$150.00 filing fee is received.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Sincerely,
Kristen Kennedy

SERFF Tracking #:

SYMT-128644530

State Tracking #:

Company Tracking #:

State:

Arkansas

Filing Company:

Symetra Life Insurance Company

TOI/Sub-TOI:

A071 Individual Annuities - Special/A071.001 Equity Indexed

Product Name:

Edge/Edge Pro Data Pages and Annuity Purchase Rate Tables

Project Name/Number:

/

Amendment Letter

Submitted Date:

09/26/2012

Comments:

Thank you for reopening this filing. We certify that the only changes made were to the date and the Maximum Issue Age Range. The Maximum Issue Age range was incorrectly listed as 85-100 when it should have been 75-100.

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: Statement of Variability

Comment:

SOV_RSC-0341_1110.pdf

SOV_RSC-0342_1110.pdf

State: Arkansas **Filing Company:** Symetra Life Insurance Company
TOI/Sub-TOI: A071 Individual Annuities - Special/A071.001 Equity Indexed
Product Name: Edge/Edge Pro Data Pages and Annuity Purchase Rate Tables
Project Name/Number: /

Note To Filer

Created By:

Linda Bird on 09/26/2012 11:21 AM

Last Edited By:

Linda Bird

Submitted On:

09/26/2012 11:21 AM

Subject:

Please reopen filing

Comments:

Filing has been re-opened in order for correction to be made.

State: Arkansas **Filing Company:** Symetra Life Insurance Company
TOI/Sub-TOI: A071 Individual Annuities - Special/A071.001 Equity Indexed
Product Name: Edge/Edge Pro Data Pages and Annuity Purchase Rate Tables
Project Name/Number: /

Note To Reviewer

Created By:

Rae Anne O'Keefe on 09/26/2012 10:52 AM

Last Edited By:

Rae Anne O'Keefe

Submitted On:

09/26/2012 10:52 AM

Subject:

Please reopen filing

Comments:

This filing was just approved last Monday, and we need to make a change to the Statement of Variability.

Thank you for your help.

State: Arkansas
TOI/Sub-TOI: A071 Individual Annuities - Special/A071.001 Equity Indexed
Product Name: Edge/Edge Pro Data Pages and Annuity Purchase Rate Tables
Project Name/Number: /

Filing Company: Symetra Life Insurance Company

Form Schedule

| Lead Form Number: | | | | | | | |
|-------------------|----------------------|--------------------|-----------|------------------------------|------------------------------|-------------------|---|
| Item No. | Schedule Item Status | Form Number | Form Type | Form Name | Action/ Action Specific Data | Readability Score | Attachments |
| 1 | | RSC-0392 D 9/12 | DDP | MVA Data Page | Initial: | 50.200 | RSC-0392_D_912_MVA_DP.pdf |
| 2 | | RSC-0393 D 9/12 | DDP | no MVA GROPP Data Page | Initial: | 50.100 | RSC-0393_D_912_GROPP_DP.pdf |
| 3 | | RSC-0394 D 9/12 | DDP | no MVA Data Page | Initial: | 50.100 | RSC-0394_D_912_No_GROPP_DP.pdf |
| 4 | | RSC-0341 11/10 | OTH | Annuity Purchase Rate Tables | Initial: | | RSC-0341_1110_Purchase_Rate_Tables.pdf |
| 5 | | RSC-0342 11/10 | OTH | Annuity Purchase Rate Tables | Initial: | | RSC-0342_1110_Purchase_Rate_Tables[1].pdf |

Form Type Legend:

| | | | |
|------------|------------------------|-------------|--|
| ADV | Advertising | AEF | Application/Enrollment Form |
| CER | Certificate | CERA | Certificate Amendment, Insert Page, Endorsement or Rider |
| DDP | Data/Declaration Pages | FND | Funding Agreement (Annuity, Individual and Group) |
| MTX | Matrix | NOC | Notice of Coverage |
| OTH | Other | OUT | Outline of Coverage |
| PJK | Policy Jacket | POL | Policy/Contract/Fraternal Certificate |

SERFF Tracking #:

SYMT-128644530

State Tracking #:

Company Tracking #:

State:

Arkansas

Filing Company:

Symetra Life Insurance Company

TOI/Sub-TOI:

A071 Individual Annuities - Special/A071.001 Equity Indexed

Product Name:

Edge/Edge Pro Data Pages and Annuity Purchase Rate Tables

Project Name/Number:

/

| | | | |
|-------------|--|------------|----------------|
| POLA | Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider | SCH | Schedule Pages |
|-------------|--|------------|----------------|

CONTRACT DATA PAGE

Product Name: [Fixed Indexed Annuity Contract]
Product Type: [Non-Qualified Annuity]
Contract Date: [09/01/2010]
Contract Number: [000000000]
Purchase Payment: [\$10,000]
Owner: [John Q. Doe
123 Any Street
Any City, WA 00000]
Annuitant: [John Q. Doe]
Annuitant Issue Age: [35]
Maximum Issue Age: [85] The Contract Date must be prior to the owner(s) and annuitant(s) [86th] birthday.
Maximum Annuitization Age: [100] Annuity Payments must begin prior to the annuitant(s) (including joint annuitant(s)) [101st] birthday.

This is not later than [2/28/2105]

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

Nonforfeiture Rate: [1.00%]

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

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

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

Interest Term: [1 year]

Interest Crediting Method Options

**Fixed Account
Guaranteed Minimum
Interest Rate:**

[1.00%] while the surrender charge percentage exceeds 0%, [1.00%] thereafter.

Indexed Accounts

Index options:
[S&P 500[®] Composite Stock Price Index]
[S&P GSCI[®] Excess Return Index]

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

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

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

**Guaranteed Minimum
Indexed Interest Cap:**

[2.00%] while the surrender charge percentage exceeds 0%, [1.00%] thereafter.

Indexed Interest Floor:

[0.00%]

Indexed Interest Cap:

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

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

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

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

Indexed Interest:

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

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

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

Crediting Methods

Point-to-Point Crediting Method:

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

The indexed interest cap; and

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

Monthly Average Crediting Method:

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

The indexed interest cap; and

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

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

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

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

Premium Taxes: [0.00%]

ANNUITY SERVICE OFFICE:

Home Office:

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

Telephone: [1-800-796-3872]

Mailing Address:

Symetra Life Insurance Company
Retirement Division
[PO Box 305156
Nashville, Tennessee 37230-5156]

Fax: [1-866-532-1356]

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CONTRACT DATA PAGE

Product Name: [Fixed Indexed Annuity Contract]

Product Type: [Non-Qualified Annuity]

Contract Date: [09/01/2010]

Contract Number: [000000000]

Purchase Payment: [\$10,000]

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

Annuitant: [John Q. Doe]

Annuitant Issue Age: [35]

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

Maximum Annuitization Age: [100] Annuity Payments must begin prior to the annuitant(s) (including joint annuitant(s)) [101st] birthday.

This is not later than [2/28/2105]

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

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

Nonforfeiture Rate: [1.00%]

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

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

Interest Term: [1 year]

Interest Crediting Method Options

Fixed Account Guaranteed Minimum Interest Rate: [1.00%] while the surrender charge percentage exceeds 0%, [1.00%] thereafter.

Indexed Accounts Index options:
[S&P 500[®] Composite Stock Price Index]
[S&P GSCI[®] Excess Return Index]

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

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

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

Guaranteed Minimum Indexed Interest Cap: [2.00%] while the surrender charge percentage exceeds 0%, [1.00%] thereafter.

Indexed Interest Floor: [0.00%]

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

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

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

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

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

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

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

Crediting Methods

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

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

The indexed interest cap; and

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

**Monthly Average
Crediting Method:**

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

The indexed interest cap; and

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

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

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

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

Premium Taxes: [0.00%]

ANNUITY SERVICE OFFICE:

Home Office:

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

Telephone: [1-800-796-3872]

Mailing Address:

Symetra Life Insurance Company
Retirement Division
[PO Box 305156
Nashville, Tennessee 37230-5156]

Fax: [1-866-532-1356]

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CONTRACT DATA PAGE

Product Name: [Fixed Indexed Annuity Contract]

Product Type: [Non-Qualified Annuity]

Contract Date: [09/01/2010]

Contract Number: [000000000]

Purchase Payment: [\$10,000]

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

Annuitant: [John Q. Doe]

Annuitant Issue Age: [35]

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

Maximum Annuitization Age: [100] Annuity Payments must begin prior to the annuitant(s) (including joint annuitant(s)) [101st] birthday.

This is not later than [2/28/2105]

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

Nonforfeiture Rate: [1.00%]

Surrender Charge Schedule:

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

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

Interest Term: [1 year]

Interest Crediting Method Options

Fixed Account

Guaranteed Minimum Interest Rate:

[1.00%] while the surrender charge percentage exceeds 0%, [1.00%] thereafter.

Indexed Accounts

Index options:

[S&P 500[®] Composite Stock Price Index]

[S&P GSCI[®] Excess Return Index]

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

Indexed interest crediting method options:

[Point-to-Point]

[Monthly Average]

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

Guaranteed Minimum Indexed Interest Cap:

[2.00%] while the surrender charge percentage exceeds 0%, [1.00%] thereafter.

Indexed Interest Floor:

[0.00%]

Indexed Interest Cap:

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

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

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

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

Indexed Interest:

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

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

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

Crediting Methods

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

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

The indexed interest cap; and

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

**Monthly Average
Crediting Method:**

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

The indexed interest cap; and

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

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

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

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

Premium Taxes: [0.00%]

ANNUITY SERVICE OFFICE:

Home Office:

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

Mailing Address:

Symetra Life Insurance Company
Retirement Division
[PO Box 305156
Nashville, Tennessee 37230-5156]

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[ANNUITY OPTIONS PURCHASE RATE TABLE

The rates in the Annuity Purchase Rate Table are based upon the Annuity 2000 Mortality Table. Annuity improvement scale G is used to project mortality using a generational approach with an initial projection of 30 years. The effective interest rate assumed in the Annuity Purchase Rate Table is 2.00%.

Consideration Required to Purchase \$1 of Monthly Annuity*

| Age | Life Annuity No Period Certain | | Life Annuity 5 Yrs Certain | | Life Annuity 10 Yrs Certain | | 100% Joint & Survivor** | | |
|-----|--------------------------------|--------|----------------------------|--------|-----------------------------|--------|-------------------------|--------------------------|---------------------------|
| | Male | Female | Male | Female | Male | Female | Life Annuity | 5 Years Certain and Life | 10 Years Certain and Life |
| 60 | 263.54 | 287.28 | 264.15 | 287.63 | 266.16 | 288.78 | 317.20 | 317.21 | 317.25 |
| 61 | 257.02 | 280.84 | 257.68 | 281.22 | 259.90 | 282.49 | 311.08 | 311.09 | 311.14 |
| 62 | 250.42 | 274.31 | 251.14 | 274.73 | 253.60 | 276.12 | 304.85 | 304.86 | 304.93 |
| 63 | 243.75 | 267.69 | 244.54 | 268.15 | 247.28 | 269.68 | 298.51 | 298.52 | 298.60 |
| 64 | 237.01 | 260.99 | 237.89 | 261.50 | 240.95 | 263.18 | 292.06 | 292.07 | 292.18 |
| 65 | 230.23 | 254.21 | 231.20 | 254.77 | 234.63 | 256.62 | 285.50 | 285.52 | 285.65 |
| 66 | 223.40 | 247.34 | 224.50 | 247.96 | 228.33 | 250.02 | 278.85 | 278.86 | 279.03 |
| 67 | 216.55 | 240.41 | 217.78 | 241.08 | 222.07 | 243.37 | 272.09 | 272.11 | 272.32 |
| 68 | 209.69 | 233.39 | 211.08 | 234.13 | 215.86 | 236.70 | 265.24 | 265.27 | 265.52 |
| 69 | 202.86 | 226.30 | 204.43 | 227.12 | 209.73 | 230.00 | 258.30 | 258.33 | 258.65 |
| 70 | 196.07 | 219.14 | 197.83 | 220.05 | 203.70 | 223.31 | 251.28 | 251.32 | 251.72 |
| 71 | 189.34 | 211.92 | 191.31 | 212.94 | 197.77 | 216.62 | 244.19 | 244.24 | 244.73 |
| 72 | 182.68 | 204.64 | 184.87 | 205.80 | 191.97 | 209.96 | 237.03 | 237.09 | 237.70 |
| 73 | 176.11 | 197.33 | 178.52 | 198.65 | 186.29 | 203.35 | 229.81 | 229.89 | 230.64 |
| 74 | 169.58 | 190.02 | 172.24 | 191.53 | 180.74 | 196.83 | 222.55 | 222.65 | 223.57 |
| 75 | 163.12 | 182.72 | 166.04 | 184.44 | 175.33 | 190.41 | 215.25 | 215.37 | 216.51 |
| 76 | 156.72 | 175.47 | 159.93 | 177.42 | 170.07 | 184.11 | 207.93 | 208.08 | 209.47 |
| 77 | 150.39 | 168.27 | 153.92 | 170.48 | 164.96 | 177.96 | 200.60 | 200.79 | 202.48 |
| 78 | 144.15 | 161.15 | 148.02 | 163.63 | 160.02 | 171.98 | 193.27 | 193.51 | 195.55 |
| 79 | 138.00 | 154.08 | 142.25 | 156.86 | 155.27 | 166.18 | 185.95 | 186.24 | 188.71 |
| 80 | 131.95 | 147.08 | 136.60 | 150.21 | 150.72 | 160.59 | 178.64 | 179.00 | 181.98 |
| 81 | 126.01 | 140.17 | 131.10 | 143.68 | 146.39 | 155.24 | 171.37 | 171.81 | 175.40 |
| 82 | 120.19 | 133.35 | 125.75 | 137.29 | 142.29 | 150.15 | 164.15 | 164.68 | 169.00 |
| 83 | 114.49 | 126.65 | 120.55 | 131.06 | 138.43 | 145.35 | 156.98 | 157.63 | 162.81 |
| 84 | 108.91 | 120.08 | 115.52 | 125.02 | 134.81 | 140.85 | 149.89 | 150.68 | 156.87 |
| 85 | 103.46 | 113.65 | 110.66 | 119.19 | 131.43 | 136.65 | 142.89 | 143.86 | 151.18 |
| 86 | 98.14 | 107.38 | 105.98 | 113.60 | 128.29 | 132.76 | 135.99 | 137.17 | 145.76 |
| 87 | 92.93 | 101.28 | 101.50 | 108.26 | 125.37 | 129.15 | 129.21 | 130.65 | 140.63 |
| 88 | 87.85 | 95.37 | 97.23 | 103.21 | 122.65 | 125.81 | 122.55 | 124.32 | 135.78 |
| 89 | 82.98 | 89.73 | 93.20 | 98.47 | 120.16 | 122.76 | 116.09 | 118.22 | 131.25 |
| 90 | 78.30 | 84.37 | 89.40 | 94.03 | 117.92 | 120.02 | 109.82 | 112.36 | 127.09 |
| 91 | 73.82 | 79.29 | 85.79 | 89.87 | 115.95 | 117.61 | 103.75 | 106.73 | 123.35 |
| 92 | 69.54 | 74.47 | 82.36 | 85.94 | 114.26 | 115.56 | 97.87 | 101.30 | 120.07 |
| 93 | 65.43 | 69.90 | 79.07 | 82.19 | 112.87 | 113.87 | 92.15 | 96.04 | 117.31 |
| 94 | 61.38 | 65.43 | 75.89 | 78.58 | 111.76 | 112.51 | 86.49 | 90.91 | 115.05 |
| 95 | 57.34 | 61.03 | 72.84 | 75.14 | 110.89 | 111.44 | 80.86 | 85.94 | 113.24 |
| 96 | 53.27 | 56.61 | 69.99 | 71.92 | 110.24 | 110.63 | 75.22 | 81.19 | 111.84 |
| 97 | 49.11 | 52.11 | 67.40 | 68.99 | 109.76 | 110.02 | 69.53 | 76.75 | 110.79 |
| 98 | 44.83 | 47.46 | 65.13 | 66.41 | 109.42 | 109.59 | 63.82 | 72.74 | 110.05 |
| 99 | 40.80 | 43.12 | 63.26 | 64.30 | 109.21 | 109.31 | 58.42 | 69.34 | 109.56 |
| 100 | 37.04 | 39.09 | 61.75 | 62.58 | 109.08 | 109.13 | 53.38 | 66.49 | 109.26 |

* 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 \$230,230.

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

[ANNUITY OPTIONS PURCHASE RATE TABLE

The rates in the Annuity Purchase Rate Table are based upon the Annuity 2000 Mortality Table blended 20% Male and 80% Female. Annuity improvement scale G blended 20% Male and 80% Female is used to project mortality using a generational approach with an initial projection of 30 years. The effective interest rate assumed in the Annuity Purchase Rate Table is 2.00%.

Consideration Required to Purchase \$1 of Monthly Annuity

| <u>Age of Annuitant</u> | 100% Joint & Survivor | | | | | |
|-------------------------|----------------------------------|-------------------------------------|--------------------------------------|---------------------|-----------------------------------|------------------------------------|
| | <u>Life Annuity</u> | <u>Life Annuity 5 Years Certain</u> | <u>Life Annuity 10 Years Certain</u> | <u>Life Annuity</u> | <u>5 Years Certain & Life</u> | <u>10 Years Certain & Life</u> |
| 55 | 313.56 | 313.81 | 314.65 | 350.07 | 350.07 | 350.08 |
| 56 | 307.55 | 307.83 | 308.74 | 344.57 | 344.57 | 344.59 |
| 57 | 301.45 | 301.75 | 302.75 | 338.96 | 338.96 | 338.98 |
| 58 | 295.26 | 295.59 | 296.69 | 333.24 | 333.24 | 333.26 |
| 59 | 288.98 | 289.34 | 290.54 | 327.40 | 327.41 | 327.44 |
| 60 | 282.61 | 283.01 | 284.32 | 321.46 | 321.46 | 321.50 |
| 61 | 276.15 | 276.58 | 278.02 | 315.40 | 315.41 | 315.45 |
| 62 | 269.59 | 270.07 | 271.66 | 309.23 | 309.24 | 309.29 |
| 63 | 262.96 | 263.48 | 265.24 | 302.95 | 302.95 | 303.02 |
| 64 | 256.24 | 256.82 | 258.76 | 296.55 | 296.56 | 296.64 |
| 65 | 249.46 | 250.09 | 252.24 | 290.05 | 290.06 | 290.15 |
| 66 | 242.60 | 243.30 | 245.68 | 283.43 | 283.45 | 283.56 |
| 67 | 235.67 | 236.45 | 239.10 | 276.71 | 276.73 | 276.88 |
| 68 | 228.68 | 229.54 | 232.51 | 269.89 | 269.91 | 270.09 |
| 69 | 221.64 | 222.59 | 225.92 | 262.97 | 262.99 | 263.22 |
| 70 | 214.54 | 215.61 | 219.35 | 255.94 | 255.97 | 256.26 |
| 71 | 207.41 | 208.61 | 212.80 | 248.83 | 248.87 | 249.23 |
| 72 | 200.25 | 201.59 | 206.31 | 241.63 | 241.68 | 242.14 |
| 73 | 193.07 | 194.59 | 199.88 | 234.36 | 234.42 | 234.99 |
| 74 | 185.90 | 187.63 | 193.54 | 227.03 | 227.10 | 227.82 |
| 75 | 178.77 | 180.71 | 187.32 | 219.64 | 219.74 | 220.64 |
| 76 | 171.68 | 173.87 | 181.23 | 212.23 | 212.35 | 213.46 |
| 77 | 164.66 | 167.11 | 175.29 | 204.79 | 204.94 | 206.31 |
| 78 | 157.71 | 160.46 | 169.52 | 197.34 | 197.53 | 199.21 |
| 79 | 150.83 | 153.90 | 163.94 | 189.89 | 190.12 | 192.18 |
| 80 | 144.03 | 147.45 | 158.56 | 182.44 | 182.73 | 185.25 |
| 81 | 137.31 | 141.12 | 153.41 | 175.01 | 175.36 | 178.45 |
| 82 | 130.70 | 134.95 | 148.53 | 167.61 | 168.05 | 171.81 |
| 83 | 124.20 | 128.93 | 143.92 | 160.26 | 160.81 | 165.38 |
| 84 | 117.83 | 123.09 | 139.60 | 152.98 | 153.66 | 159.19 |
| 85 | 111.60 | 117.46 | 135.57 | 145.78 | 146.62 | 153.26 |
| 86 | 105.52 | 112.05 | 131.83 | 138.69 | 139.72 | 147.61 |
| 87 | 99.60 | 106.89 | 128.36 | 131.70 | 132.99 | 142.24 |
| 88 | 93.86 | 101.99 | 125.15 | 124.86 | 126.45 | 137.17 |
| 89 | 88.37 | 97.40 | 122.22 | 118.21 | 120.16 | 132.43 |
| 90 | 83.15 | 93.09 | 119.58 | 111.77 | 114.11 | 128.08 |
| 91 | 78.19 | 89.04 | 117.26 | 105.54 | 108.31 | 124.16 |
| 92 | 73.48 | 85.21 | 115.28 | 99.51 | 102.72 | 120.72 |
| 93 | 69.00 | 81.55 | 113.65 | 93.65 | 97.31 | 117.82 |
| 94 | 64.61 | 78.03 | 112.35 | 87.87 | 92.04 | 115.44 |
| 95 | 60.28 | 74.67 | 111.33 | 82.12 | 86.93 | 113.53 |
| 96 | 55.94 | 71.52 | 110.54 | 76.37 | 82.06 | 112.05 |
| 97 | 51.50 | 68.66 | 109.96 | 70.58 | 77.49 | 110.93 |
| 98 | 46.93 | 66.15 | 109.55 | 64.76 | 73.36 | 110.14 |
| 99 | 42.64 | 64.08 | 109.29 | 59.27 | 69.85 | 109.61 |
| 100 | 38.67 | 62.40 | 109.12 | 54.15 | 66.91 | 109.29 |

* 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 65-years old, a life annuity that provides a guaranteed monthly income of \$1,000 will cost \$249,460.

** 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. Annuity improvement scale G is used to project mortality using a generational approach with an initial projection of 30 years. The effective interest rate assumed in the Annuity Purchase Rate Table is 2.00%.

Consideration Required to Purchase \$1 of Monthly Annuity*

| Age | Life Annuity No Period Certain | | Life Annuity 5 Yrs Certain | | Life Annuity 10 Yrs Certain | | 100% Joint & Survivor** | | |
|-----|--------------------------------|--------|----------------------------|--------|-----------------------------|--------|-------------------------|--------------------------|---------------------------|
| | Male | Female | Male | Female | Male | Female | Life Annuity | 5 Years Certain and Life | 10 Years Certain and Life |
| 60 | 263.54 | 287.28 | 264.15 | 287.63 | 266.16 | 288.78 | 317.20 | 317.21 | 317.25 |
| 61 | 257.02 | 280.84 | 257.68 | 281.22 | 259.90 | 282.49 | 311.08 | 311.09 | 311.14 |
| 62 | 250.42 | 274.31 | 251.14 | 274.73 | 253.60 | 276.12 | 304.85 | 304.86 | 304.93 |
| 63 | 243.75 | 267.69 | 244.54 | 268.15 | 247.28 | 269.68 | 298.51 | 298.52 | 298.60 |
| 64 | 237.01 | 260.99 | 237.89 | 261.50 | 240.95 | 263.18 | 292.06 | 292.07 | 292.18 |
| 65 | 230.23 | 254.21 | 231.20 | 254.77 | 234.63 | 256.62 | 285.50 | 285.52 | 285.65 |
| 66 | 223.40 | 247.34 | 224.50 | 247.96 | 228.33 | 250.02 | 278.85 | 278.86 | 279.03 |
| 67 | 216.55 | 240.41 | 217.78 | 241.08 | 222.07 | 243.37 | 272.09 | 272.11 | 272.32 |
| 68 | 209.69 | 233.39 | 211.08 | 234.13 | 215.86 | 236.70 | 265.24 | 265.27 | 265.52 |
| 69 | 202.86 | 226.30 | 204.43 | 227.12 | 209.73 | 230.00 | 258.30 | 258.33 | 258.65 |
| 70 | 196.07 | 219.14 | 197.83 | 220.05 | 203.70 | 223.31 | 251.28 | 251.32 | 251.72 |
| 71 | 189.34 | 211.92 | 191.31 | 212.94 | 197.77 | 216.62 | 244.19 | 244.24 | 244.73 |
| 72 | 182.68 | 204.64 | 184.87 | 205.80 | 191.97 | 209.96 | 237.03 | 237.09 | 237.70 |
| 73 | 176.11 | 197.33 | 178.52 | 198.65 | 186.29 | 203.35 | 229.81 | 229.89 | 230.64 |
| 74 | 169.58 | 190.02 | 172.24 | 191.53 | 180.74 | 196.83 | 222.55 | 222.65 | 223.57 |
| 75 | 163.12 | 182.72 | 166.04 | 184.44 | 175.33 | 190.41 | 215.25 | 215.37 | 216.51 |
| 76 | 156.72 | 175.47 | 159.93 | 177.42 | 170.07 | 184.11 | 207.93 | 208.08 | 209.47 |
| 77 | 150.39 | 168.27 | 153.92 | 170.48 | 164.96 | 177.96 | 200.60 | 200.79 | 202.48 |
| 78 | 144.15 | 161.15 | 148.02 | 163.63 | 160.02 | 171.98 | 193.27 | 193.51 | 195.55 |
| 79 | 138.00 | 154.08 | 142.25 | 156.86 | 155.27 | 166.18 | 185.95 | 186.24 | 188.71 |
| 80 | 131.95 | 147.08 | 136.60 | 150.21 | 150.72 | 160.59 | 178.64 | 179.00 | 181.98 |
| 81 | 126.01 | 140.17 | 131.10 | 143.68 | 146.39 | 155.24 | 171.37 | 171.81 | 175.40 |
| 82 | 120.19 | 133.35 | 125.75 | 137.29 | 142.29 | 150.15 | 164.15 | 164.68 | 169.00 |
| 83 | 114.49 | 126.65 | 120.55 | 131.06 | 138.43 | 145.35 | 156.98 | 157.63 | 162.81 |
| 84 | 108.91 | 120.08 | 115.52 | 125.02 | 134.81 | 140.85 | 149.89 | 150.68 | 156.87 |
| 85 | 103.46 | 113.65 | 110.66 | 119.19 | 131.43 | 136.65 | 142.89 | 143.86 | 151.18 |
| 86 | 98.14 | 107.38 | 105.98 | 113.60 | 128.29 | 132.76 | 135.99 | 137.17 | 145.76 |
| 87 | 92.93 | 101.28 | 101.50 | 108.26 | 125.37 | 129.15 | 129.21 | 130.65 | 140.63 |
| 88 | 87.85 | 95.37 | 97.23 | 103.21 | 122.65 | 125.81 | 122.55 | 124.32 | 135.78 |
| 89 | 82.98 | 89.73 | 93.20 | 98.47 | 120.16 | 122.76 | 116.09 | 118.22 | 131.25 |
| 90 | 78.30 | 84.37 | 89.40 | 94.03 | 117.92 | 120.02 | 109.82 | 112.36 | 127.09 |
| 91 | 73.82 | 79.29 | 85.79 | 89.87 | 115.95 | 117.61 | 103.75 | 106.73 | 123.35 |
| 92 | 69.54 | 74.47 | 82.36 | 85.94 | 114.26 | 115.56 | 97.87 | 101.30 | 120.07 |
| 93 | 65.43 | 69.90 | 79.07 | 82.19 | 112.87 | 113.87 | 92.15 | 96.04 | 117.31 |
| 94 | 61.38 | 65.43 | 75.89 | 78.58 | 111.76 | 112.51 | 86.49 | 90.91 | 115.05 |
| 95 | 57.34 | 61.03 | 72.84 | 75.14 | 110.89 | 111.44 | 80.86 | 85.94 | 113.24 |
| 96 | 53.27 | 56.61 | 69.99 | 71.92 | 110.24 | 110.63 | 75.22 | 81.19 | 111.84 |
| 97 | 49.11 | 52.11 | 67.40 | 68.99 | 109.76 | 110.02 | 69.53 | 76.75 | 110.79 |
| 98 | 44.83 | 47.46 | 65.13 | 66.41 | 109.42 | 109.59 | 63.82 | 72.74 | 110.05 |
| 99 | 40.80 | 43.12 | 63.26 | 64.30 | 109.21 | 109.31 | 58.42 | 69.34 | 109.56 |
| 100 | 37.04 | 39.09 | 61.75 | 62.58 | 109.08 | 109.13 | 53.38 | 66.49 | 109.26 |

* 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 \$230,230.

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

[ANNUITY OPTIONS PURCHASE RATE TABLE

The rates in the Annuity Purchase Rate Table are based upon the Annuity 2000 Mortality Table blended 20% Male and 80% Female. Annuity improvement scale G blended 20% Male and 80% Female is used to project mortality using a generational approach with an initial projection of 30 years. The effective interest rate assumed in the Annuity Purchase Rate Table is 2.00%.

Consideration Required to Purchase \$1 of Monthly Annuity

100% Joint & Survivor

| <u>Age of Annuitant</u> | <u>Life Annuity</u> | <u>Life Annuity 5 Years Certain</u> | <u>Life Annuity 10 Years Certain</u> | <u>Life Annuity</u> | <u>5 Years Certain & Life</u> | <u>10 Years Certain & Life</u> |
|-----------------------------|-------------------------|---|--|-------------------------|---|--|
| 55 | 313.56 | 313.81 | 314.65 | 350.07 | 350.07 | 350.08 |
| 56 | 307.55 | 307.83 | 308.74 | 344.57 | 344.57 | 344.59 |
| 57 | 301.45 | 301.75 | 302.75 | 338.96 | 338.96 | 338.98 |
| 58 | 295.26 | 295.59 | 296.69 | 333.24 | 333.24 | 333.26 |
| 59 | 288.98 | 289.34 | 290.54 | 327.40 | 327.41 | 327.44 |
| 60 | 282.61 | 283.01 | 284.32 | 321.46 | 321.46 | 321.50 |
| 61 | 276.15 | 276.58 | 278.02 | 315.40 | 315.41 | 315.45 |
| 62 | 269.59 | 270.07 | 271.66 | 309.23 | 309.24 | 309.29 |
| 63 | 262.96 | 263.48 | 265.24 | 302.95 | 302.95 | 303.02 |
| 64 | 256.24 | 256.82 | 258.76 | 296.55 | 296.56 | 296.64 |
| 65 | 249.46 | 250.09 | 252.24 | 290.05 | 290.06 | 290.15 |
| 66 | 242.60 | 243.30 | 245.68 | 283.43 | 283.45 | 283.56 |
| 67 | 235.67 | 236.45 | 239.10 | 276.71 | 276.73 | 276.88 |
| 68 | 228.68 | 229.54 | 232.51 | 269.89 | 269.91 | 270.09 |
| 69 | 221.64 | 222.59 | 225.92 | 262.97 | 262.99 | 263.22 |
| 70 | 214.54 | 215.61 | 219.35 | 255.94 | 255.97 | 256.26 |
| 71 | 207.41 | 208.61 | 212.80 | 248.83 | 248.87 | 249.23 |
| 72 | 200.25 | 201.59 | 206.31 | 241.63 | 241.68 | 242.14 |
| 73 | 193.07 | 194.59 | 199.88 | 234.36 | 234.42 | 234.99 |
| 74 | 185.90 | 187.63 | 193.54 | 227.03 | 227.10 | 227.82 |
| 75 | 178.77 | 180.71 | 187.32 | 219.64 | 219.74 | 220.64 |
| 76 | 171.68 | 173.87 | 181.23 | 212.23 | 212.35 | 213.46 |
| 77 | 164.66 | 167.11 | 175.29 | 204.79 | 204.94 | 206.31 |
| 78 | 157.71 | 160.46 | 169.52 | 197.34 | 197.53 | 199.21 |
| 79 | 150.83 | 153.90 | 163.94 | 189.89 | 190.12 | 192.18 |
| 80 | 144.03 | 147.45 | 158.56 | 182.44 | 182.73 | 185.25 |
| 81 | 137.31 | 141.12 | 153.41 | 175.01 | 175.36 | 178.45 |
| 82 | 130.70 | 134.95 | 148.53 | 167.61 | 168.05 | 171.81 |
| 83 | 124.20 | 128.93 | 143.92 | 160.26 | 160.81 | 165.38 |
| 84 | 117.83 | 123.09 | 139.60 | 152.98 | 153.66 | 159.19 |
| 85 | 111.60 | 117.46 | 135.57 | 145.78 | 146.62 | 153.26 |
| 86 | 105.52 | 112.05 | 131.83 | 138.69 | 139.72 | 147.61 |
| 87 | 99.60 | 106.89 | 128.36 | 131.70 | 132.99 | 142.24 |
| 88 | 93.86 | 101.99 | 125.15 | 124.86 | 126.45 | 137.17 |
| 89 | 88.37 | 97.40 | 122.22 | 118.21 | 120.16 | 132.43 |
| 90 | 83.15 | 93.09 | 119.58 | 111.77 | 114.11 | 128.08 |
| 91 | 78.19 | 89.04 | 117.26 | 105.54 | 108.31 | 124.16 |
| 92 | 73.48 | 85.21 | 115.28 | 99.51 | 102.72 | 120.72 |
| 93 | 69.00 | 81.55 | 113.65 | 93.65 | 97.31 | 117.82 |
| 94 | 64.61 | 78.03 | 112.35 | 87.87 | 92.04 | 115.44 |
| 95 | 60.28 | 74.67 | 111.33 | 82.12 | 86.93 | 113.53 |
| 96 | 55.94 | 71.52 | 110.54 | 76.37 | 82.06 | 112.05 |
| 97 | 51.50 | 68.66 | 109.96 | 70.58 | 77.49 | 110.93 |
| 98 | 46.93 | 66.15 | 109.55 | 64.76 | 73.36 | 110.14 |
| 99 | 42.64 | 64.08 | 109.29 | 59.27 | 69.85 | 109.61 |
| 100 | 38.67 | 62.40 | 109.12 | 54.15 | 66.91 | 109.29 |

* 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 65-years old, a life annuity that provides a guaranteed monthly income of \$1,000 will cost \$249,460.

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

SERFF Tracking #:

SYMT-128644530

State Tracking #:**Company Tracking #:****State:**

Arkansas

Filing Company:

Symetra Life Insurance Company

TOI/Sub-TOI:

A071 Individual Annuities - Special/A071.001 Equity Indexed

Product Name:

Edge/Edge Pro Data Pages and Annuity Purchase Rate Tables

Project Name/Number:

/

Supporting Document Schedules

| | | Item Status: | Status Date: |
|---------------------------|----------------------|---------------------|---------------------|
| Satisfied - Item: | Flesch Certification | | |
| Comments: | | | |
| Attachment(s): | | | |
| AR_Cert_of_Compliance.pdf | | | |

| | | Item Status: | Status Date: |
|-------------------|--|---------------------|---------------------|
| Satisfied - Item: | Application | | |
| Comments: | RSA-0038 7/11, RSA-0039 7/11, RSA-0040 7/11 and RSA-0041 7/11. Approved on 9/8/2011 under SERFF Tracking Number: SYMT-127359513. | | |

| | | Item Status: | Status Date: |
|-----------------------|--------------------------|---------------------|---------------------|
| Satisfied - Item: | Statement of Variability | | |
| Comments: | | | |
| Attachment(s): | | | |
| SOV_RSC-0341_1110.pdf | | | |
| SOV_RSC-0342_1110.pdf | | | |

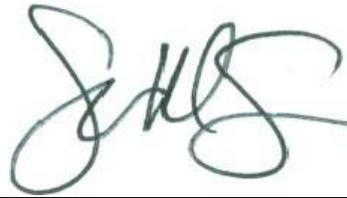
Symetra Life Insurance Company

SERFF Filing #: SYMT-128644530

Arkansas Regulation 19s10B Certification of Compliance

On behalf of Symetra Life Insurance Company, I certify:

This filing submission complies with the provisions of Regulation 19.

A handwritten signature in black ink, appearing to read 'S. Sainato', written over a horizontal line.

Suzanne Sainato
Vice President and Chief Compliance Officer
Symetra Life Insurance Company
September 7, 2012

Statement of Variability

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

Forms: RSC-0341 11/10 – MVA Contract
 RSC-0392 D 9/12 – MVA Data Page
 RSA-0038 7/11 – MVA Annuity Application
 RSA-0039 7/11 – MVA Electronic Annuity Application

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

| RSC-0341 11/10 – Contract | | |
|---|-------------|--|
| Field | Range | Explanation of Variation |
| Company Address, Mailing Address and Telephone Number | | In order to make changes if our Company address, mailing address or telephone number may change. |
| Product Name | | The product name is currently pending final decision. |
| Officer Signatures | | As these are the current Company Officers, it is appropriate to bracket the information as variable in the event they change. |
| Account Statement Charge | \$1-\$10.00 | |
| Annuity Purchase Rate Table | | It is appropriate to bracket the 1% and 2% Non-Qualified and Qualified Annuity Purchase Rate Tables as variable because these tables may change based on market conditions. Either a 1% or 2% interest rate will be used to generate the Annuity Purchase Rate Table, on a non-discriminatory basis. |

| RSC-0392 D 9/12 – Data Page | | |
|------------------------------------|---|--|
| Field | Range | Explanation of Variation |
| Product Name | | The product name is currently pending final decision. |
| Product Type | Non-Qualified, Traditional IRA, ROTH IRA, and SEP IRA | To facilitate changes to the plan types made available by Symetra Life in accordance with applicable laws for tax qualified plans. The plan type will vary depending on the marketing segment in which the contract is issued. |
| Contract Date | | This date depends on the date the Contract is issued. |
| Contract Number | | Each Contract will be assigned a unique contract number. |
| Purchase Payment | | To facilitate changes to the Purchase Payment amount used to purchase the Contract. |
| Owner | | This depends on who purchases the Contract |
| Annuitant | | This depends on who is designated as an Annuitant. |
| Annuitant Issue Age | | This depends on the Annuitant and their age. |
| Maximum Issue Age | 75-100 | Initially, the maximum issue age will be 80. The contract issue date must be prior to the owner(s) and annuitant(s) 81 st birthday. We may change this age for new issues based on the market for retirement savings. |

| Maximum Annuitization Age | 85-105 | Initially the maximum annuitization age will be 100. Annuity payments must begin prior to the annuitant's 101 st birthday. We may change this age for new issues based on the market for retirement savings. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---------------------|---|--------------------------|-----------------|------------------|------------------|--|--|--|---------|---------|---------|---------|---------|---------|----------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----------------|----|----|----|----|----|----|--|-----------------|----|----|----|----|----|--|--|-----------------|----|----|----|----|--|--|--|-----------------|----|----|----|--|--|--|--|-----------------|----|----|--|--|--|--|--|------------------|----|--|--|--|--|--|--|------------------|
| Guaranteed Minimum Value | 100%, 87.5%, or 90% | The percentage will be 100%, 87.5%, or 90%. If the percentage is 100%, the language "less any applicable surrender charge" will be shown. If the percentage is 87.5% or 90%, that language will not appear. See the actuarial memorandum for additional information. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Nonforfeiture Rate | 1% - 3% | The Nonforfeiture Rate will be determined such that the contract will comply with the standard nonforfeiture law, as described in the actuarial memorandum. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Surrender Charge Schedule | 4 – 10 years | <p>The Surrender Charge Period will be chosen at the time of application. The Surrender Charge for a given Surrender Charge Period may be lower than the percentages shown below, but will never be higher:</p> <table border="1"> <thead> <tr> <th colspan="7">Surrender Charge Period:</th> </tr> <tr> <th>4 Years</th> <th>5 Years</th> <th>6 Years</th> <th>7 Years</th> <th>8 Years</th> <th>9 Years</th> <th>10 Years</th> </tr> </thead> <tbody> <tr> <td>9%</td> <td>9%</td> <td>9%</td> <td>9%</td> <td>9%</td> <td>9%</td> <td>9%</td> </tr> <tr> <td>8%</td> <td>8%</td> <td>8%</td> <td>8%</td> <td>8%</td> <td>8%</td> <td>8%</td> </tr> <tr> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> </tr> <tr> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> </tr> <tr> <td>0% for years 5+</td> <td>6%</td> <td>6%</td> <td>6%</td> <td>6%</td> <td>6%</td> <td>6%</td> </tr> <tr> <td></td> <td>0% for years 6+</td> <td>5%</td> <td>5%</td> <td>5%</td> <td>5%</td> <td>5%</td> </tr> <tr> <td></td> <td></td> <td>0% for years 7+</td> <td>4%</td> <td>4%</td> <td>4%</td> <td>4%</td> </tr> <tr> <td></td> <td></td> <td></td> <td>0% for years 8+</td> <td>3%</td> <td>3%</td> <td>3%</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>0% for years 9+</td> <td>2%</td> <td>2%</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>0% for years 10+</td> <td>1%</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>0% for years 11+</td> </tr> </tbody> </table> | Surrender Charge Period: | | | | | | | 4 Years | 5 Years | 6 Years | 7 Years | 8 Years | 9 Years | 10 Years | 9% | 9% | 9% | 9% | 9% | 9% | 9% | 8% | 8% | 8% | 8% | 8% | 8% | 8% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 0% for years 5+ | 6% | 6% | 6% | 6% | 6% | 6% | | 0% for years 6+ | 5% | 5% | 5% | 5% | 5% | | | 0% for years 7+ | 4% | 4% | 4% | 4% | | | | 0% for years 8+ | 3% | 3% | 3% | | | | | 0% for years 9+ | 2% | 2% | | | | | | 0% for years 10+ | 1% | | | | | | | 0% for years 11+ |
| Surrender Charge Period: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 Years | 5 Years | 6 Years | 7 Years | 8 Years | 9 Years | 10 Years | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9% | 9% | 9% | 9% | 9% | 9% | 9% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8% | 8% | 8% | 8% | 8% | 8% | 8% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7% | 7% | 7% | 7% | 7% | 7% | 7% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7% | 7% | 7% | 7% | 7% | 7% | 7% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 0% for years 5+ | 6% | 6% | 6% | 6% | 6% | 6% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 0% for years 6+ | 5% | 5% | 5% | 5% | 5% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 0% for years 7+ | 4% | 4% | 4% | 4% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | 0% for years 8+ | 3% | 3% | 3% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | 0% for years 9+ | 2% | 2% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | 0% for years 10+ | 1% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | 0% for years 11+ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| MVA Reference Rate | | The rate used to calculate the Market Value Adjustment. This may change for newly issued contracts based on the company's investment strategy, or if the calculation of the MVA Reference Rate is changed. Any change to the MVA reference rate will be based on future anticipated experience. The initial MVA Reference Rate is the Barclays Capital US Intermediate Corporate Bond Index. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Interest Term | 1 – 10 years | The Interest Term will never extend longer than the Surrender Charge Period. This may vary depending on the Surrender Charge Period selected by the customer at time of application. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Fixed Account Guaranteed Minimum Interest Rate | 1%-5% | The Fixed Account Guaranteed Minimum Interest Rates will be changed by Symetra when deemed necessary and are independent of the nonforfeiture interest rate. (See the Actuarial Memorandum which demonstrates compliance with the Standard Nonforfeiture Law regardless of the Fixed Account Guaranteed Minimum Interest Rates). Fixed Account Guaranteed Minimum Interest Rates are determined by weighing several factors. Most importantly, the interest rates in effect at the time of contract issue, forecasted interest rates and profitability. A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | | |
|---|------------|---|
| | | different Fixed Account Guaranteed Minimum Interest Rate may apply during and after the Surrender Charge Period. |
| [S&P 500® Composite Stock Price Index] | | It is appropriate to bracket the Index as variable since Symetra Life reserves the right to add or delete an Index available with the Index Option subject to approval by the state. Any addition of a new Index will reflect a valid Index with the appropriate characteristics for the purposes of this Contract. |
| [S&P GSCI® Excess Return Index] | | It is appropriate to bracket the Index as variable since Symetra Life reserves the right to add or delete an Index available with the Index Option subject to approval by the state. Any addition of a new Index will reflect a valid Index with the appropriate characteristics for the purposes of this Contract. |
| [Point-to-Point] | | It is appropriate to bracket the Interest Crediting Method Option as variable since Symetra Life reserves the right to add or delete an Interest Crediting Method Option available with the Index Option subject to approval by the state. An Interest Crediting Method Option will be removed if in Symetra Life's judgement it becomes inappropriate for the purposes of this Contract. |
| [Monthly Average] | | It is appropriate to bracket the Interest Crediting Method Option as variable since Symetra Life reserves the right to add or delete an Interest Crediting Method Option available with the Index Option subject to approval by the state. An Interest Crediting Method Option will be removed if in Symetra Life's judgement it becomes inappropriate for the purposes of this Contract. |
| Guaranteed Minimum Indexed Interest Cap | 0.1% to 5% | The Guaranteed Minimum Indexed Interest Cap is determined by weighing several factors. Most importantly, the interest rates in effect at the time of contract issue, current market volatility, forecasted interest rates, and profitability. A different Guaranteed Minimum Indexed Interest Cap may apply during and after the Surrender Charge Period. |
| Indexed Interest Floor | 0% to 2% | The Indexed Interest Floor will never be less than 0%. |
| Delivered in the state of | | This will depend on the state that the Contract was issued in. |
| Premium Taxes | | Premium taxes are not currently charged. However, if we ever incur such taxes, we reserve the right to make a deduction from the Contract for the payment of the premium taxes assessed in connection with the Contract. |
| Home Office Address, Mailing Address and Telephone and fax Number | | In order to make changes if our Company address, mailing address or telephone number may change. |
| Disclosure | | This is the trademark information for the currently offered Index. We elected to bracket this section for ease in adding or deleting trademark information should Symetra Life choose to add or delete Indexes subject to state approval. Currently this disclosure is required by Standard & Poors. |
| Page Numbers | | The number of pages will depend on the length of the Data Page. |

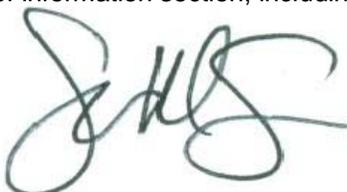
| RSA-0038 7/11 – MVA Annuity Application | | |
|---|-----------|--|
| Field | Range | Explanation of Variation |
| Company Address and Telephone Number | | Displays the current address and telephone number of the company. |
| Product Name | | Displays the current marketing name for the product. |
| [Surrender Charge Period <input type="checkbox"/> 5-Year <input type="checkbox"/> 7-Year] | 4-7 years | We may choose to add or remove Surrender Charge Periods that are available for newly issued contracts based on factors such as current interest rates and the competitive environment. |

| | | |
|--|--|---|
| Plan Type | Non-Qualified, Traditional IRA, ROTH IRA, or SEP IRA | Displays the plan types. The plan type may vary based on marketing segment or future changes in tax law. |
| Minimum Purchase Payment | \$10,000 to \$250,000 | Displays the minimum single Purchase Payment amount. |
| Interest Crediting Method Options | | Displays the Index or Crediting Method options. These options may change based on factors such as the current interest rates, market volatility, and the competitive environment. |
| Interest Crediting Method Options – Minimum Allocation | \$2,000 to \$5,000 | Displays the minimum amount that the policy owner may allocate to certain interest crediting method options. |
| [I certify that I have verified the identity of each Owner by reviewing a government-issued photo identification.] | | Due to OFAC requirements this will only show in those states that require it. |

| RSA-0039 7/11 – MVA Electronic Annuity Application | | |
|--|--|---|
| Field | Range | Explanation of Variation |
| Company Address and Telephone Number | | Displays the current address and telephone number of the company. |
| Product | | Displays the current marketing name for the product. |
| Plan Type | Non-Qualified, Traditional IRA, ROTH IRA, or SEP IRA | Displays the plan types. The plan type may vary based on marketing segment or future changes in tax law. |
| Interest Crediting Method Options | | Displays the Index or Crediting Method options. These options may change based on factors such as the current interest rates, market volatility, and the competitive environment. |
| Interest Crediting Method Options – Minimum Allocation | \$2,000 to \$5,000 | Displays the minimum amount that the policy owner may allocate to certain interest crediting method options. |
| [I certify that I have verified the identity of each Owner by reviewing a government-issued photo identification.] | | Due to OFAC requirements this will only show in those states that require it. |

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.



Suzanne Sainato
Vice President and Chief Compliance Officer
Symetra Life Insurance Company

Statement of Variability

Symetra Life Insurance Company

NAIC # 68608/ FEIN #91-0742147

Forms: RSC-0342 11/10 – Contract
 RSC-0393 D 9/12 – GROPP Data Page
 RSC-0394 D 9/12 – Data Page
 RSA-0040 7/11 – non MVA Annuity Application
 RSA-0041 7/11 – non MVA Electronic Annuity Application

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

| RSC-0342 11/10 – Contract | | |
|---|-------------|--|
| Field | Range | Explanation of Variation |
| Company Address, Mailing Address and Telephone Number | | In order to make changes if our Company address, mailing address or telephone number may change. |
| Product Name | | The product name is currently pending final decision. |
| Officer Signatures | | As these are the current Company Officers, it is appropriate to bracket the information as variable in the event they change. |
| Account Statement Charge | \$1-\$10.00 | |
| Annuity Purchase Rate Table | | It is appropriate to bracket the 1% and 2% Non-Qualified and Qualified Annuity Purchase Rate Tables as variable because these tables may change based on market conditions. Either a 1% or 2% interest rate will be used to generate the Annuity Purchase Rate Table, on a non-discriminatory basis. |

| RSC-0393 D 9/12 and RSC-0394 D 9/12 – Data Pages | | |
|---|---|--|
| Field | Range | Explanation of Variation |
| Product Name | | The product name is currently pending final decision. |
| Product Type | Non-Qualified, Traditional IRA, ROTH IRA, SEP IRA | To facilitate changes to the plan types made available by Symetra Life in accordance with applicable laws for tax qualified plans. The plan type will vary depending on the marketing segment in which the contract is issued. |
| Contract Date | | This date depends on the date the Contract is issued. |
| Contract Number | | Each Contract will be assigned a unique contract number. |
| Purchase Payment | | To facilitate changes to the Purchase Payment amount used to purchase the Contract. |
| Owner | | This depends on who purchases the Contract |

| Annuitant | | This depends on who is designated as an Annuitant. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---------------------------|---------------------|---|--------------------------|-----------------|------------------|------------------|--|--|--|---------|---------|---------|---------|---------|---------|----------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----------------|----|----|----|----|----|----|--|-----------------|----|----|----|----|----|--|--|-----------------|----|----|----|----|--|--|--|-----------------|----|----|----|--|--|--|--|-----------------|----|----|--|--|--|--|--|------------------|----|--|--|--|--|--|--|------------------|
| Annuitant Issue Age | | This depends on the Annuitant and their age. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Maximum Issue Age | 75-100 | Initially, the maximum issue age will be 80. The contract issue date must be prior to the owner(s) and annuitant(s) 81 st birthday. We may change this age for new issues based on the market for retirement savings. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Maximum Annuitization Age | 85-105 | Initially the maximum annuitization age will be 100. Annuity payments must begin prior to the annuitant's 101 st birthday. We may change this age for new issues based on the market for retirement savings. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Guaranteed Minimum Value | 100%, 87.5%, or 90% | The percentage will be 100%, 87.5%, or 90%. If the percentage is 100%, the language "less any applicable surrender charge" will be shown. If the percentage is 87.5% or 90%, that language will not appear. See the actuarial memorandum for additional information. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Nonforfeiture Rate | 1% - 3% | The Nonforfeiture Rate will be determined such that the contract will comply with the standard nonforfeiture law, as described in the actuarial memorandum. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Surrender Charge Schedule | 4 - 10 years | <p>The Surrender Charge Period will be chosen at the time of application. The Surrender Charge for a given Surrender Charge Period may be lower than the percentages shown below, but will never be higher:</p> <table border="1" data-bbox="695 863 1547 1751"> <thead> <tr> <th colspan="7">Surrender Charge Period:</th> </tr> <tr> <th>4 Years</th> <th>5 Years</th> <th>6 Years</th> <th>7 Years</th> <th>8 Years</th> <th>9 Years</th> <th>10 Years</th> </tr> </thead> <tbody> <tr> <td>9%</td> <td>9%</td> <td>9%</td> <td>9%</td> <td>9%</td> <td>9%</td> <td>9%</td> </tr> <tr> <td>8%</td> <td>8%</td> <td>8%</td> <td>8%</td> <td>8%</td> <td>8%</td> <td>8%</td> </tr> <tr> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> </tr> <tr> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> </tr> <tr> <td>0% for years 5+</td> <td>6%</td> <td>6%</td> <td>6%</td> <td>6%</td> <td>6%</td> <td>6%</td> </tr> <tr> <td></td> <td>0% for years 6+</td> <td>5%</td> <td>5%</td> <td>5%</td> <td>5%</td> <td>5%</td> </tr> <tr> <td></td> <td></td> <td>0% for years 7+</td> <td>4%</td> <td>4%</td> <td>4%</td> <td>4%</td> </tr> <tr> <td></td> <td></td> <td></td> <td>0% for years 8+</td> <td>3%</td> <td>3%</td> <td>3%</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>0% for years 9+</td> <td>2%</td> <td>2%</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>0% for years 10+</td> <td>1%</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>0% for years 11+</td> </tr> </tbody> </table> | Surrender Charge Period: | | | | | | | 4 Years | 5 Years | 6 Years | 7 Years | 8 Years | 9 Years | 10 Years | 9% | 9% | 9% | 9% | 9% | 9% | 9% | 8% | 8% | 8% | 8% | 8% | 8% | 8% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 0% for years 5+ | 6% | 6% | 6% | 6% | 6% | 6% | | 0% for years 6+ | 5% | 5% | 5% | 5% | 5% | | | 0% for years 7+ | 4% | 4% | 4% | 4% | | | | 0% for years 8+ | 3% | 3% | 3% | | | | | 0% for years 9+ | 2% | 2% | | | | | | 0% for years 10+ | 1% | | | | | | | 0% for years 11+ |
| Surrender Charge Period: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 Years | 5 Years | 6 Years | 7 Years | 8 Years | 9 Years | 10 Years | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9% | 9% | 9% | 9% | 9% | 9% | 9% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8% | 8% | 8% | 8% | 8% | 8% | 8% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7% | 7% | 7% | 7% | 7% | 7% | 7% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7% | 7% | 7% | 7% | 7% | 7% | 7% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 0% for years 5+ | 6% | 6% | 6% | 6% | 6% | 6% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 0% for years 6+ | 5% | 5% | 5% | 5% | 5% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 0% for years 7+ | 4% | 4% | 4% | 4% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | 0% for years 8+ | 3% | 3% | 3% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | 0% for years 9+ | 2% | 2% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | 0% for years 10+ | 1% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | 0% for years 11+ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Interest Term | 1 – 10 years | The Interest Term will never extend longer than the Surrender Charge Period. This may vary depending on the Surrender Charge Period selected by the customer at time of application. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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

| RSA-0040 7/11 – non MVA Annuity Application | | |
|--|--|---|
| Field | Range | Explanation of Variation |
| Company Address and Telephone Number | | Displays the current address and telephone number of the company. |
| Product Name | | Displays the current marketing name for the product. |
| [RESPONSE REQUIRED] Guaranteed Return of Purchase Payment <input type="checkbox"/> Yes <input type="checkbox"/> No] | | Provides an option to elect Guaranteed Return of Premium. Bracketed to allow the company to remove this option should it no longer be available in the future. |
| Plan Type | Non-Qualified, Traditional IRA, ROTH IRA, or SEP IRA | Displays the plan types. The plan type may vary based on marketing segment or future changes in tax law. |
| Minimum Purchase Payment | \$10,000 to \$250,000 | Displays the minimum single Purchase Payment amount. |
| Interest Crediting Method Options | | Displays the Index or Crediting Method options. These options may change based on factors such as the current interest rates, market volatility, and the competitive environment. |
| Interest Crediting Method Options – Minimum Allocation | \$2,000 to \$5,000 | Displays the minimum amount that the policy owner may allocate to certain interest crediting method options. |
| [I certify that I have verified the identity of each Owner by reviewing a government-issued photo identification.] | | Due to OFAC requirements this will only show in those states that require it. |
| RSA-0041 7/11 – non MVA Electronic Annuity Application | | |
| Field | Range | Explanation of Variation |
| Company Address and Telephone Number | | Displays the current address and telephone number of the company. |
| Product | | Displays the current marketing name for the product. |
| [RESPONSE REQUIRED] Guaranteed Return of Purchase Payment <input type="checkbox"/> Yes <input type="checkbox"/> No] | | Provides an option to elect Guaranteed Return of Premium. Bracketed to allow the company to remove this option should it no longer be available in the future. |
| Plan Type | Non-Qualified, Traditional IRA, ROTH IRA, or SEP IRA | Displays the plan types. The plan type may vary based on marketing segment or future changes in tax law. |
| Minimum Purchase Payment | \$10,000 to \$250,000 | Displays the minimum single Purchase Payment amount. |
| Interest Crediting Method Options | | Displays the Index or Crediting Method options. These options may change based on factors such as the current interest rates, market volatility, and the competitive environment. |
| Interest Crediting Method Options – Minimum Allocation | \$2,000 to \$5,000 | Displays the minimum amount that the policy owner may allocate to certain interest crediting method options. |

| | | |
|--|--|---|
| [I certify that I have verified the identity of each Owner by reviewing a government-issued photo identification.] | | Due to OFAC requirements this will only show in those states that require it. |
|--|--|---|

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.



Suzanne Sainato
Vice President and Chief Compliance Officer
Symetra Life Insurance Company

SERFF Tracking #:

SYMT-128644530

State Tracking #:**Company Tracking #:****State:**

Arkansas

Filing Company:

Symetra Life Insurance Company

TOI/Sub-TOI:

A071 Individual Annuities - Special/A071.001 Equity Indexed

Product Name:

Edge/Edge Pro Data Pages and Annuity Purchase Rate Tables

Project Name/Number:

/

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) |
|---------------|---------------------|--------------------------|---------------------------|--|
| 09/06/2012 | Supporting Document | Statement of Variability | 09/26/2012 | SOV_RSC-0341_1110.pdf (Superseded) SOV_RSC-0342_1110.pdf (Superseded) |

Statement of Variability

Symetra Life Insurance Company

NAIC # 68608/ FEIN #91-0742147

Forms: RSC-0341 11/10 – MVA Contract
 RSC-0392 D 9/12 – MVA Data Page
 RSA-0038 7/11 – MVA Annuity Application
 RSA-0039 7/11 – MVA Electronic Annuity Application

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

| RSC-0341 11/10 – Contract | | |
|---|-------------|--|
| Field | Range | Explanation of Variation |
| Company Address, Mailing Address and Telephone Number | | In order to make changes if our Company address, mailing address or telephone number may change. |
| Product Name | | The product name is currently pending final decision. |
| Officer Signatures | | As these are the current Company Officers, it is appropriate to bracket the information as variable in the event they change. |
| Account Statement Charge | \$1-\$10.00 | |
| Annuity Purchase Rate Table | | It is appropriate to bracket the 1% and 2% Non-Qualified and Qualified Annuity Purchase Rate Tables as variable because these tables may change based on market conditions. Either a 1% or 2% interest rate will be used to generate the Annuity Purchase Rate Table, on a non-discriminatory basis. |

| RSC-0392 D 9/12 – Data Page | | |
|------------------------------------|---|--|
| Field | Range | Explanation of Variation |
| Product Name | | The product name is currently pending final decision. |
| Product Type | Non-Qualified, Traditional IRA, ROTH IRA, and SEP IRA | To facilitate changes to the plan types made available by Symetra Life in accordance with applicable laws for tax qualified plans. The plan type will vary depending on the marketing segment in which the contract is issued. |
| Contract Date | | This date depends on the date the Contract is issued. |
| Contract Number | | Each Contract will be assigned a unique contract number. |
| Purchase Payment | | To facilitate changes to the Purchase Payment amount used to purchase the Contract. |
| Owner | | This depends on who purchases the Contract |
| Annuitant | | This depends on who is designated as an Annuitant. |
| Annuitant Issue Age | | This depends on the Annuitant and their age. |
| Maximum Issue Age | 85-100 | Initially, the maximum issue age will be 85. The contract issue date must be prior to the owner(s) and annuitant(s) 86 th birthday. We may change this age for new issues based on the market for retirement savings. |

| Maximum Annuitization Age | 85-105 | Initially the maximum annuitization age will be 100. Annuity payments must begin prior to the annuitant's 101 st birthday. We may change this age for new issues based on the market for retirement savings. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---------------------|---|--------------------------|-----------------|------------------|------------------|--|--|--|---------|---------|---------|---------|---------|---------|----------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----------------|----|----|----|----|----|----|--|-----------------|----|----|----|----|----|--|--|-----------------|----|----|----|----|--|--|--|-----------------|----|----|----|--|--|--|--|-----------------|----|----|--|--|--|--|--|------------------|----|--|--|--|--|--|--|------------------|
| Guaranteed Minimum Value | 100%, 87.5%, or 90% | The percentage will be 100%, 87.5%, or 90%. If the percentage is 100%, the language "less any applicable surrender charge" will be shown. If the percentage is 87.5% or 90%, that language will not appear. See the actuarial memorandum for additional information. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Nonforfeiture Rate | 1% - 3% | The Nonforfeiture Rate will be determined such that the contract will comply with the standard nonforfeiture law, as described in the actuarial memorandum. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Surrender Charge Schedule | 4 – 10 years | <p>The Surrender Charge Period will be chosen at the time of application. The Surrender Charge for a given Surrender Charge Period may be lower than the percentages shown below, but will never be higher:</p> <table border="1"> <thead> <tr> <th colspan="7">Surrender Charge Period:</th> </tr> <tr> <th>4 Years</th> <th>5 Years</th> <th>6 Years</th> <th>7 Years</th> <th>8 Years</th> <th>9 Years</th> <th>10 Years</th> </tr> </thead> <tbody> <tr> <td>9%</td> <td>9%</td> <td>9%</td> <td>9%</td> <td>9%</td> <td>9%</td> <td>9%</td> </tr> <tr> <td>8%</td> <td>8%</td> <td>8%</td> <td>8%</td> <td>8%</td> <td>8%</td> <td>8%</td> </tr> <tr> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> </tr> <tr> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> </tr> <tr> <td>0% for years 5+</td> <td>6%</td> <td>6%</td> <td>6%</td> <td>6%</td> <td>6%</td> <td>6%</td> </tr> <tr> <td></td> <td>0% for years 6+</td> <td>5%</td> <td>5%</td> <td>5%</td> <td>5%</td> <td>5%</td> </tr> <tr> <td></td> <td></td> <td>0% for years 7+</td> <td>4%</td> <td>4%</td> <td>4%</td> <td>4%</td> </tr> <tr> <td></td> <td></td> <td></td> <td>0% for years 8+</td> <td>3%</td> <td>3%</td> <td>3%</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>0% for years 9+</td> <td>2%</td> <td>2%</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>0% for years 10+</td> <td>1%</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>0% for years 11+</td> </tr> </tbody> </table> | Surrender Charge Period: | | | | | | | 4 Years | 5 Years | 6 Years | 7 Years | 8 Years | 9 Years | 10 Years | 9% | 9% | 9% | 9% | 9% | 9% | 9% | 8% | 8% | 8% | 8% | 8% | 8% | 8% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 0% for years 5+ | 6% | 6% | 6% | 6% | 6% | 6% | | 0% for years 6+ | 5% | 5% | 5% | 5% | 5% | | | 0% for years 7+ | 4% | 4% | 4% | 4% | | | | 0% for years 8+ | 3% | 3% | 3% | | | | | 0% for years 9+ | 2% | 2% | | | | | | 0% for years 10+ | 1% | | | | | | | 0% for years 11+ |
| Surrender Charge Period: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 Years | 5 Years | 6 Years | 7 Years | 8 Years | 9 Years | 10 Years | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9% | 9% | 9% | 9% | 9% | 9% | 9% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8% | 8% | 8% | 8% | 8% | 8% | 8% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7% | 7% | 7% | 7% | 7% | 7% | 7% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7% | 7% | 7% | 7% | 7% | 7% | 7% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 0% for years 5+ | 6% | 6% | 6% | 6% | 6% | 6% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 0% for years 6+ | 5% | 5% | 5% | 5% | 5% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 0% for years 7+ | 4% | 4% | 4% | 4% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | 0% for years 8+ | 3% | 3% | 3% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | 0% for years 9+ | 2% | 2% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | 0% for years 10+ | 1% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | 0% for years 11+ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| MVA Reference Rate | | The rate used to calculate the Market Value Adjustment. This may change for newly issued contracts based on the company's investment strategy, or if the calculation of the MVA Reference Rate is changed. Any change to the MVA reference rate will be based on future anticipated experience. The initial MVA Reference Rate is the Barclays Capital US Intermediate Corporate Bond Index. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Interest Term | 1 – 10 years | The Interest Term will never extend longer than the Surrender Charge Period. This may vary depending on the Surrender Charge Period selected by the customer at time of application. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Fixed Account Guaranteed Minimum Interest Rate | 1%-5% | The Fixed Account Guaranteed Minimum Interest Rates will be changed by Symetra when deemed necessary and are independent of the nonforfeiture interest rate. (See the Actuarial Memorandum which demonstrates compliance with the Standard Nonforfeiture Law regardless of the Fixed Account Guaranteed Minimum Interest Rates). Fixed Account Guaranteed Minimum Interest Rates are determined by weighing several factors. Most importantly, the interest rates in effect at the time of contract issue, forecasted interest rates and profitability. A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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|---|------------|---|
| | | different Fixed Account Guaranteed Minimum Interest Rate may apply during and after the Surrender Charge Period. |
| [S&P 500® Composite Stock Price Index] | | It is appropriate to bracket the Index as variable since Symetra Life reserves the right to add or delete an Index available with the Index Option subject to approval by the state. Any addition of a new Index will reflect a valid Index with the appropriate characteristics for the purposes of this Contract. |
| [S&P GSCI® Excess Return Index] | | It is appropriate to bracket the Index as variable since Symetra Life reserves the right to add or delete an Index available with the Index Option subject to approval by the state. Any addition of a new Index will reflect a valid Index with the appropriate characteristics for the purposes of this Contract. |
| [Point-to-Point] | | It is appropriate to bracket the Interest Crediting Method Option as variable since Symetra Life reserves the right to add or delete an Interest Crediting Method Option available with the Index Option subject to approval by the state. An Interest Crediting Method Option will be removed if in Symetra Life's judgement it becomes inappropriate for the purposes of this Contract. |
| [Monthly Average] | | It is appropriate to bracket the Interest Crediting Method Option as variable since Symetra Life reserves the right to add or delete an Interest Crediting Method Option available with the Index Option subject to approval by the state. An Interest Crediting Method Option will be removed if in Symetra Life's judgement it becomes inappropriate for the purposes of this Contract. |
| Guaranteed Minimum Indexed Interest Cap | 0.1% to 5% | The Guaranteed Minimum Indexed Interest Cap is determined by weighing several factors. Most importantly, the interest rates in effect at the time of contract issue, current market volatility, forecasted interest rates, and profitability. A different Guaranteed Minimum Indexed Interest Cap may apply during and after the Surrender Charge Period. |
| Indexed Interest Floor | 0% to 2% | The Indexed Interest Floor will never be less than 0%. |
| Delivered in the state of | | This will depend on the state that the Contract was issued in. |
| Premium Taxes | | Premium taxes are not currently charged. However, if we ever incur such taxes, we reserve the right to make a deduction from the Contract for the payment of the premium taxes assessed in connection with the Contract. |
| Home Office Address, Mailing Address and Telephone and fax Number | | In order to make changes if our Company address, mailing address or telephone number may change. |
| Disclosure | | This is the trademark information for the currently offered Index. We elected to bracket this section for ease in adding or deleting trademark information should Symetra Life choose to add or delete Indexes subject to state approval. Currently this disclosure is required by Standard & Poors. |
| Page Numbers | | The number of pages will depend on the length of the Data Page. |

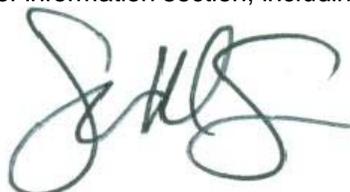
| RSA-0038 7/11 – MVA Annuity Application | | |
|---|-----------|--|
| Field | Range | Explanation of Variation |
| Company Address and Telephone Number | | Displays the current address and telephone number of the company. |
| Product Name | | Displays the current marketing name for the product. |
| [Surrender Charge Period <input type="checkbox"/> 5-Year <input type="checkbox"/> 7-Year] | 4-7 years | We may choose to add or remove Surrender Charge Periods that are available for newly issued contracts based on factors such as current interest rates and the competitive environment. |

| | | |
|--|--|---|
| Plan Type | Non-Qualified, Traditional IRA, ROTH IRA, or SEP IRA | Displays the plan types. The plan type may vary based on marketing segment or future changes in tax law. |
| Minimum Purchase Payment | \$10,000 to \$250,000 | Displays the minimum single Purchase Payment amount. |
| Interest Crediting Method Options | | Displays the Index or Crediting Method options. These options may change based on factors such as the current interest rates, market volatility, and the competitive environment. |
| Interest Crediting Method Options – Minimum Allocation | \$2,000 to \$5,000 | Displays the minimum amount that the policy owner may allocate to certain interest crediting method options. |
| [I certify that I have verified the identity of each Owner by reviewing a government-issued photo identification.] | | Due to OFAC requirements this will only show in those states that require it. |

| RSA-0039 7/11 – MVA Electronic Annuity Application | | |
|--|--|---|
| Field | Range | Explanation of Variation |
| Company Address and Telephone Number | | Displays the current address and telephone number of the company. |
| Product | | Displays the current marketing name for the product. |
| Plan Type | Non-Qualified, Traditional IRA, ROTH IRA, or SEP IRA | Displays the plan types. The plan type may vary based on marketing segment or future changes in tax law. |
| Interest Crediting Method Options | | Displays the Index or Crediting Method options. These options may change based on factors such as the current interest rates, market volatility, and the competitive environment. |
| Interest Crediting Method Options – Minimum Allocation | \$2,000 to \$5,000 | Displays the minimum amount that the policy owner may allocate to certain interest crediting method options. |
| [I certify that I have verified the identity of each Owner by reviewing a government-issued photo identification.] | | Due to OFAC requirements this will only show in those states that require it. |

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.



Suzanne Sainato
Vice President and Chief Compliance Officer
Symetra Life Insurance Company

Statement of Variability

Symetra Life Insurance Company

NAIC # 68608/ FEIN #91-0742147

Forms: RSC-0342 11/10 – Contract
 RSC-0393 D 9/12 – GROPP Data Page
 RSC-0394 D 9/12 – Data Page
 RSA-0040 7/11 – non MVA Annuity Application
 RSA-0041 7/11 – non MVA Electronic Annuity Application

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

| RSC-0342 11/10 – Contract | | |
|---|-------------|--|
| Field | Range | Explanation of Variation |
| Company Address, Mailing Address and Telephone Number | | In order to make changes if our Company address, mailing address or telephone number may change. |
| Product Name | | The product name is currently pending final decision. |
| Officer Signatures | | As these are the current Company Officers, it is appropriate to bracket the information as variable in the event they change. |
| Account Statement Charge | \$1-\$10.00 | |
| Annuity Purchase Rate Table | | It is appropriate to bracket the 1% and 2% Non-Qualified and Qualified Annuity Purchase Rate Tables as variable because these tables may change based on market conditions. Either a 1% or 2% interest rate will be used to generate the Annuity Purchase Rate Table, on a non-discriminatory basis. |

| RSC-0393 D 9/12 and RSC-0394 D 9/12 – Data Pages | | |
|---|---|--|
| Field | Range | Explanation of Variation |
| Product Name | | The product name is currently pending final decision. |
| Product Type | Non-Qualified, Traditional IRA, ROTH IRA, SEP IRA | To facilitate changes to the plan types made available by Symetra Life in accordance with applicable laws for tax qualified plans. The plan type will vary depending on the marketing segment in which the contract is issued. |
| Contract Date | | This date depends on the date the Contract is issued. |
| Contract Number | | Each Contract will be assigned a unique contract number. |
| Purchase Payment | | To facilitate changes to the Purchase Payment amount used to purchase the Contract. |
| Owner | | This depends on who purchases the Contract |

| Annuitant | | This depends on who is designated as an Annuitant. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---------------------------|---------------------|---|--------------------------|-----------------|------------------|------------------|--|--|--|---------|---------|---------|---------|---------|---------|----------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----------------|----|----|----|----|----|----|--|-----------------|----|----|----|----|----|--|--|-----------------|----|----|----|----|--|--|--|-----------------|----|----|----|--|--|--|--|-----------------|----|----|--|--|--|--|--|------------------|----|--|--|--|--|--|--|------------------|
| Annuitant Issue Age | | This depends on the Annuitant and their age. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Maximum Issue Age | 85-100 | Initially, the maximum issue age will be 90. The contract issue date must be prior to the owner(s) and annuitant(s) 91 st birthday. We may change this age for new issues based on the market for retirement savings. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Maximum Annuitization Age | 85-105 | Initially the maximum annuitization age will be 100. Annuity payments must begin prior to the annuitant's 101 st birthday. We may change this age for new issues based on the market for retirement savings. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Guaranteed Minimum Value | 100%, 87.5%, or 90% | The percentage will be 100%, 87.5%, or 90%. If the percentage is 100%, the language "less any applicable surrender charge" will be shown. If the percentage is 87.5% or 90%, that language will not appear. See the actuarial memorandum for additional information. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Nonforfeiture Rate | 1% - 3% | The Nonforfeiture Rate will be determined such that the contract will comply with the standard nonforfeiture law, as described in the actuarial memorandum. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Surrender Charge Schedule | 4 - 10 years | <p>The Surrender Charge Period will be chosen at the time of application. The Surrender Charge for a given Surrender Charge Period may be lower than the percentages shown below, but will never be higher:</p> <table border="1" data-bbox="695 863 1549 1751"> <thead> <tr> <th colspan="7">Surrender Charge Period:</th> </tr> <tr> <th>4 Years</th> <th>5 Years</th> <th>6 Years</th> <th>7 Years</th> <th>8 Years</th> <th>9 Years</th> <th>10 Years</th> </tr> </thead> <tbody> <tr> <td>9%</td> <td>9%</td> <td>9%</td> <td>9%</td> <td>9%</td> <td>9%</td> <td>9%</td> </tr> <tr> <td>8%</td> <td>8%</td> <td>8%</td> <td>8%</td> <td>8%</td> <td>8%</td> <td>8%</td> </tr> <tr> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> </tr> <tr> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> <td>7%</td> </tr> <tr> <td>0% for years 5+</td> <td>6%</td> <td>6%</td> <td>6%</td> <td>6%</td> <td>6%</td> <td>6%</td> </tr> <tr> <td></td> <td>0% for years 6+</td> <td>5%</td> <td>5%</td> <td>5%</td> <td>5%</td> <td>5%</td> </tr> <tr> <td></td> <td></td> <td>0% for years 7+</td> <td>4%</td> <td>4%</td> <td>4%</td> <td>4%</td> </tr> <tr> <td></td> <td></td> <td></td> <td>0% for years 8+</td> <td>3%</td> <td>3%</td> <td>3%</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>0% for years 9+</td> <td>2%</td> <td>2%</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>0% for years 10+</td> <td>1%</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>0% for years 11+</td> </tr> </tbody> </table> | Surrender Charge Period: | | | | | | | 4 Years | 5 Years | 6 Years | 7 Years | 8 Years | 9 Years | 10 Years | 9% | 9% | 9% | 9% | 9% | 9% | 9% | 8% | 8% | 8% | 8% | 8% | 8% | 8% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 0% for years 5+ | 6% | 6% | 6% | 6% | 6% | 6% | | 0% for years 6+ | 5% | 5% | 5% | 5% | 5% | | | 0% for years 7+ | 4% | 4% | 4% | 4% | | | | 0% for years 8+ | 3% | 3% | 3% | | | | | 0% for years 9+ | 2% | 2% | | | | | | 0% for years 10+ | 1% | | | | | | | 0% for years 11+ |
| Surrender Charge Period: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 Years | 5 Years | 6 Years | 7 Years | 8 Years | 9 Years | 10 Years | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9% | 9% | 9% | 9% | 9% | 9% | 9% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8% | 8% | 8% | 8% | 8% | 8% | 8% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7% | 7% | 7% | 7% | 7% | 7% | 7% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7% | 7% | 7% | 7% | 7% | 7% | 7% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 0% for years 5+ | 6% | 6% | 6% | 6% | 6% | 6% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 0% for years 6+ | 5% | 5% | 5% | 5% | 5% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 0% for years 7+ | 4% | 4% | 4% | 4% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | 0% for years 8+ | 3% | 3% | 3% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | 0% for years 9+ | 2% | 2% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | 0% for years 10+ | 1% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | 0% for years 11+ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Interest Term | 1 – 10 years | The Interest Term will never extend longer than the Surrender Charge Period. This may vary depending on the Surrender Charge Period selected by the customer at time of application. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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

| RSA-0040 7/11 – non MVA Annuity Application | | |
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| Field | Range | Explanation of Variation |
| Company Address and Telephone Number | | Displays the current address and telephone number of the company. |
| Product Name | | Displays the current marketing name for the product. |
| [RESPONSE REQUIRED] Guaranteed Return of Purchase Payment <input type="checkbox"/> Yes <input type="checkbox"/> No] | | Provides an option to elect Guaranteed Return of Premium. Bracketed to allow the company to remove this option should it no longer be available in the future. |
| Plan Type | Non-Qualified, Traditional IRA, ROTH IRA, or SEP IRA | Displays the plan types. The plan type may vary based on marketing segment or future changes in tax law. |
| Minimum Purchase Payment | \$10,000 to \$250,000 | Displays the minimum single Purchase Payment amount. |
| Interest Crediting Method Options | | Displays the Index or Crediting Method options. These options may change based on factors such as the current interest rates, market volatility, and the competitive environment. |
| Interest Crediting Method Options – Minimum Allocation | \$2,000 to \$5,000 | Displays the minimum amount that the policy owner may allocate to certain interest crediting method options. |
| [I certify that I have verified the identity of each Owner by reviewing a government-issued photo identification.] | | Due to OFAC requirements this will only show in those states that require it. |
| RSA-0041 7/11 – non MVA Electronic Annuity Application | | |
| Field | Range | Explanation of Variation |
| Company Address and Telephone Number | | Displays the current address and telephone number of the company. |
| Product | | Displays the current marketing name for the product. |
| [RESPONSE REQUIRED] Guaranteed Return of Purchase Payment <input type="checkbox"/> Yes <input type="checkbox"/> No] | | Provides an option to elect Guaranteed Return of Premium. Bracketed to allow the company to remove this option should it no longer be available in the future. |
| Plan Type | Non-Qualified, Traditional IRA, ROTH IRA, or SEP IRA | Displays the plan types. The plan type may vary based on marketing segment or future changes in tax law. |
| Minimum Purchase Payment | \$10,000 to \$250,000 | Displays the minimum single Purchase Payment amount. |
| Interest Crediting Method Options | | Displays the Index or Crediting Method options. These options may change based on factors such as the current interest rates, market volatility, and the competitive environment. |
| Interest Crediting Method Options – Minimum Allocation | \$2,000 to \$5,000 | Displays the minimum amount that the policy owner may allocate to certain interest crediting method options. |

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| [I certify that I have verified the identity of each Owner by reviewing a government-issued photo identification.] | | Due to OFAC requirements this will only show in those states that require it. |
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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.



Suzanne Sainato
Vice President and Chief Compliance Officer
Symetra Life Insurance Company