

<i>SERFF Tracking Number:</i>	<i>NALF-126018743</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Life Insurance Company of the Southwest</i>	<i>State Tracking Number:</i>	<i>41476</i>
<i>Company Tracking Number:</i>	<i>7976</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.003 Single Premium</i>
<i>Product Name:</i>	<i>SureRate 5</i>		
<i>Project Name/Number:</i>	<i>SureRate 5/7976</i>		

Filing at a Glance

Company: Life Insurance Company of the Southwest

Product Name: SureRate 5	SERFF Tr Num: NALF-126018743	State: ArkansasLH
TOI: A02I Individual Annuities- Deferred Non-Variable	SERFF Status: Closed	State Tr Num: 41476
Sub-TOI: A02I.003 Single Premium	Co Tr Num: 7976	State Status: Approved-Closed
Filing Type: Form	Co Status:	Reviewer(s): Linda Bird
	Authors: Dionne Wills, Laurie Trombly, Susan Carey, Junan Boldrey, Michelle Goodwin	Disposition Date: 02/10/2009
	Date Submitted: 02/06/2009	Disposition Status: Approved-Closed
Implementation Date Requested: On Approval		Implementation Date:
State Filing Description:		

General Information

Project Name: SureRate 5	Status of Filing in Domicile: Pending
Project Number: 7976	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments: Submitted to our domicile state, Texas, as an exempt filing.
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Group Market Size:
Overall Rate Impact:	Group Market Type:
Filing Status Changed: 02/10/2009	Explanation for Other Group Market Type:
	State Status Changed: 02/10/2009
Deemer Date:	Corresponding Filing Tracking Number:
Filing Description:	
Today we submit for your consideration a new Single Premium Deferred Annuity policy.	

SERFF Tracking Number: NALF-126018743 State: Arkansas
 Filing Company: Life Insurance Company of the Southwest State Tracking Number: 41476
 Company Tracking Number: 7976
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
 Variable
 Product Name: SureRate 5
 Project Name/Number: SureRate 5/7976

Company and Contact

Filing Contact Information

Laurie Trombly, Senior Policy Forms Analyst LTrombly@nationallife.com
 One National Life Drive (802) 229-3614 [Phone]
 Montpelier, VT 05604 (802) 229-3743[FAX]

Filing Company Information

Life Insurance Company of the Southwest	CoCode: 65528	State of Domicile: Texas
1300 West Mockingbird Lane	Group Code: -99	Company Type:
Dallas, TX 75247	Group Name:	State ID Number: 1117
(214) 638-9316 ext. [Phone]	FEIN Number: 75-0953004	

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? Yes
 Fee Explanation: Texas charges \$50 for this same filing.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Life Insurance Company of the Southwest	\$50.00	02/06/2009	25553048

SERFF Tracking Number: NALF-126018743 State: Arkansas
Filing Company: Life Insurance Company of the Southwest State Tracking Number: 41476
Company Tracking Number: 7976
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
Variable
Product Name: SureRate 5
Project Name/Number: SureRate 5/7976

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	02/10/2009	02/10/2009

SERFF Tracking Number: NALF-126018743 *State:* Arkansas
Filing Company: Life Insurance Company of the Southwest *State Tracking Number:* 41476
Company Tracking Number: 7976
TOI: A021 Individual Annuities- Deferred Non- *Sub-TOI:* A021.003 Single Premium
Variable
Product Name: SureRate 5
Project Name/Number: SureRate 5/7976

Disposition

Disposition Date: 02/10/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NALF-126018743 State: Arkansas
 Filing Company: Life Insurance Company of the Southwest State Tracking Number: 41476
 Company Tracking Number: 7976
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
 Variable
 Product Name: SureRate 5
 Project Name/Number: SureRate 5/7976

Item Type	Item Name	Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Cover Letter		Yes
Supporting Document	NAIC Transmittal		Yes
Supporting Document	Statement of Variability		Yes
Supporting Document	Third Party Authorization		Yes
Supporting Document	John Doe Annual Statement		Yes
Form	Single Premium Deferred Annuity		Yes

SERFF Tracking Number: NALF-126018743 State: Arkansas
 Filing Company: Life Insurance Company of the Southwest State Tracking Number: 41476
 Company Tracking Number: 7976
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
 Variable
 Product Name: SureRate 5
 Project Name/Number: SureRate 5/7976

Form Schedule

Lead Form Number: 7976

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	7976	Policy/Cont ract/Fratern al Certificate	Single Premium Deferred Annuity	Initial		52	7976-SPDA Policy.pdf



NOTICE TO POLICYHOLDERS

Life Insurance Company of the Southwest (LSW)
1300 West Mockingbird Lane • Dallas, Texas 75247-4921

www.lifeofsouthwest.com
Customer Service 800-579-2878

While our Company always strives to render the finest quality of service to our Insureds, it may be that at some point in the life of our association, we may not perform in accordance with the manner of standards you would like to be applied to any given situation. If, after having corresponded with us, you are not satisfied with the results, you may contact the Consumer Services Division of the Department of Insurance at the following address:

*Arkansas Dept. of Insurance
Consumer Services Division
1200 West Third Street
Little Rock, Arkansas 72201-1904*

1-800-852-5494

Limitations and Exclusions Under the Arkansas Life and Health Insurance Guaranty Association Act

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

DISCLAIMER

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

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

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

***The Arkansas Life and Health Insurance Guaranty Association
C/O The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904***

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

Coverage

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

Exclusions From Coverage

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

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

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

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

Limits on Amount of Coverage

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



P.O. Box 569080
 Dallas, Texas 75356-9080
 1-800-579-2878

Contract Summary

Policy Information

Annuitant: John Doe
Age at Issue: 35
Product: SureRate 5
Policy: 123456X

Agent Information

Name: Stan Smith
MS/Suite:
Address: 123 Main Street
City, State, Zip: Dallas, TX 75247

End Of Year	Annual Premium	Projected Values at Year End			Guaranteed Values at Year End		
		Cash Surrender Value	Death Benefit	Yield	Cash Surrender Value	Death Benefit	Yield
1	\$ 10,000	\$ 9,788	\$ 10,525	(2.12%)	\$ 9,788	\$ 10,525	(2.12%)
2	-	10,281	10,972	1.40%	10,281	10,972	1.40%
3	-	10,718	11,439	2.34%	10,718	11,439	2.34%
4	-	11,281	11,925	3.06%	11,281	11,925	3.06%
5	-	11,872	12,432	3.49%	11,872	12,432	3.49%
6	\$ -	\$ 12,960	\$ 12,960	4.42%	\$ 12,562	\$ 12,562	3.87%
7	-	13,511	13,511	4.39%	12,694	12,694	3.47%
8	-	14,085	14,085	4.37%	12,827	12,827	3.16%
9	-	14,684	14,684	4.36%	12,962	12,962	2.92%
10	-	15,308	15,308	4.35%	13,098	13,098	2.74%
20	\$ -	\$ 23,210	\$ 23,210	4.30%	\$ 14,540	\$ 14,540	1.89%
At Age							
70	\$ -	\$ 43,332	\$ 43,332	4.28%	\$ 17,007	\$ 17,007	1.53%
99	\$ -	\$ 144,882	\$ 144,882	4.27%	\$ 23,023	\$ 23,023	1.31%

Projected values assume a first year annual effective interest rate of 5.25% and 4.25% thereafter, which is guaranteed for the second through fifth policy years, but not guaranteed beyond that time. Guaranteed values are based on a guaranteed annual effective interest rate of 5.25% for the first policy year, 4.25% for the second through fifth policy years, and 1.05% thereafter. Cash surrender values reflect the deduction of withdrawal charges of seven percent in the first three years, reducing by one percent per year for the next two years. Withdrawal charges are net of the 10.00% penalty free withdrawal where applicable. There are no surrender charges after the fifth policy year.

Monthly life income, with 120 payments certain, provided at age 99 will amount to the following:

- ┆ \$1,263.37 - Based on projected values and guaranteed annuity purchase rates; projected values are not guaranteed.
- ┆ \$200.76 - Based on guaranteed values and annuity purchase rates.

THIS CONTRACT MAY RESULT IN A LOSS IF KEPT FOR ONLY A FEW YEARS.

Any correspondence regarding this Policy may be forwarded either to our Home Office or your Agent listed above.



LIFE INSURANCE COMPANY OF THE SOUTHWEST

LSW is a Stock Company

MAILING ADDRESS: PO Box 569080 • Dallas, TX 75356-9080
STREET ADDRESS: 1300 West Mockingbird Lane • Dallas, TX 75247-4921

www.lifeofsouthwest.com
Customer Service: 800-579-2878

YOUR SINGLE PREMIUM DEFERRED ANNUITY POLICY

Policy Number: 123456X

Annuitant: John Doe

Owner: John Doe

Issue Date: January 15, 2009

Annuity Date: January 15, 2073

Issue Age: 35

Annuity Benefits

We will pay an annuity income beginning on the Annuity Date if the Annuitant and Owner and, if named, Joint Owner are then living, subject to the terms of this Policy.

Death Benefits

We will pay a Death Benefit to the Beneficiary when We receive due proof of the death of the Owner, Joint Owner, or the Annuitant occurring before the Annuity Date, subject to the terms of this Policy.

Right to Examine this Policy

This Policy may be returned within thirty days after it is received. Return it to Our Home Office or to the agent through whom it was purchased. We will cancel the Policy and return any premium paid.

Request for Information

Upon written request from You, We will provide, within a reasonable time, factual information regarding the benefits and provisions of this Policy.

This Policy is signed for **Life Insurance Company of the Southwest**, Dallas, Texas, by

Secretary

President

This Policy is a legal contract between You and the Company. **Please read it carefully.** We want You to understand the coverage it provides.

Single Premium Deferred Annuity. Income payments starting on the Annuity Date. Death Benefit payable before the Annuity Date. Nonparticipating.

DATA PAGE

Policy Number: [123456X]

Issue Date: [January 15, 2009]

Annuitant: [John Doe]

Annuity Date: [January 15, 2073]

Owner: [John Doe]

Issue Age: [35]

Coverage

Single Premium Deferred Annuity

Single Premium

[\$10,000.00]

Guaranteed Minimum Annual Effective Interest Rates:

[5.25]% for the First Policy Year, [4.25]% for Policy Years Two through Five, and [1.05]% thereafter.

This page contains the facts and figures for the benefits this Policy provides. Refer to this page as necessary when reading through this Policy.

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In this Policy, the words **We, Us, Our** and **The Company** mean Life Insurance Company of the Southwest. **You** and **Your** mean the Owner of the Policy.

PART I: OWNERSHIP OF THE POLICY

Owner

The Owner on the Issue Date of this Policy is named in the application. If the Owner is not designated in the application, the Annuitant is the Owner.

Joint Owner

A Joint Owner may be named in the application on the Issue Date of this Policy. If a Joint Owner is named, You and Your shall refer to both the Owner and the Joint Owner together.

Rights of Owner

You may exercise all rights and privileges under this Policy, while the Annuitant is living, prior to the Annuity Date. Use of these rights may be subject to the consent of any Assignee or irrevocable Beneficiary.

Transfer of Ownership

Subject to the limitations described below, You may transfer ownership of this Policy. We will not be responsible for any payment We make or other action We take before a copy of the written request for transfer of ownership is received at Our Home Office. We are not responsible for the validity of the transfer. We may require the Policy to record the transfer.

Under certain provisions of the Internal Revenue Code, ownership and assignment of annuity policies are restricted. If this annuity is issued to qualify under such a provision, this will be specified in the application. We will restrict ownership and assignment of this Policy so that it will comply with the provisions of the Internal Revenue Code or any successor statute.

Assignment

Subject to the limitations described in the Transfer of Ownership provision, this Policy may be assigned. We will not be responsible for any payment We make or any other action We take before a written copy of the assignment is received at Our Home Office. We are not responsible for the validity of the assignment.

PART 2: THE ANNUITANT

Annuitant

The Annuitant is named in the application and on the Data Page of this Policy. The Annuitant may not be changed after this Policy is issued, except as otherwise provided in this Policy. If the Annuitant is living on the Annuity Date while this Policy is in force, We will pay an annuity income as provided in the Payment of Benefits provision.

Contingent Annuitant

If the Owner and the Joint Owner, if one has been named, are both natural persons, and neither the Owner nor the Joint Owner are the Annuitant, You may name a Contingent Annuitant in the application or by written request. The written request must be signed while the Annuitant is living and prior to the Annuity Date. The designation of a Contingent Annuitant takes effect on the date We approve it and is subject to any action We take before receiving the request. Any designation of a Contingent Annuitant expires on the Annuity Date.

If the Annuitant dies prior to the Annuity Date while this Policy is in force and while the Contingent Annuitant is alive:

- The Death Benefit will not be payable;
- The Contingent Annuitant becomes the Annuitant for purposes of this Policy; and
- All other rights and benefits provided by this Policy will continue in effect.

Under certain provisions of the Internal Revenue Code, You are not permitted to name a Contingent Annuitant. If this annuity is issued to qualify under such a provision in the Internal Revenue Code, the Contingent Annuitant provision will not apply.

PART 3: BENEFICIARY PROVISIONS

Beneficiary

The Beneficiary on the Issue Date of this Policy is named in the application. The primary Beneficiary will receive any Death Benefit payable under this Policy. A contingent Beneficiary may be named to receive the Death Benefit if the primary Beneficiary is not living at the time the Death Benefit is payable. If no named Beneficiary is living at the time the Death Benefit is payable, it will be paid to Your estate.

You may name more than one primary Beneficiary and more than one contingent Beneficiary. If more than one Beneficiary is to receive the Death Benefit, it will be paid in equal shares unless You specify otherwise in writing.

If a Joint Owner is named under the Policy, on the death of either the Owner or Joint Owner, the surviving Owner will be the sole Beneficiary.

Minors

If a Beneficiary is a minor, We will make payment to the minor's court appointed guardian. If there is no court appointed guardian, We will hold the Death Benefit at interest until the minor reaches the age of majority as defined by the state where this Policy was issued. We may require proof of age of any Beneficiary.

Change of Beneficiary

You may change the Beneficiary at any time during the Annuitant's life. You must make a written request to Our Home Office in a form acceptable to Us. We may require the Policy to record the change. The request will take effect when signed, subject to any action We take before receiving it.

PART 4: POLICY DATES AND VALUES

Issue Date

The Issue Date of this Policy is shown on the Data Page. It is the date that Your Policy takes effect.

Policy Years

Policy Years are yearly periods which start on the Issue Date and on the same month and day of each year thereafter.

Annuity Date

Annuity income payments begin on the Annuity Date shown on the Data Page if the Annuitant is living. You may change the Annuity Date by sending us written request 30 days prior to the requested new Annuity Date. We must receive a written request to change the Annuity Date at least 30 days before the Annuity Date on the Data Page. The change of Annuity Date is subject to Our approval. We may require the Policy to record the change.

Net Single Premium

The Net Single Premium is the Single Premium shown on the Data Page of this Policy, minus any applicable Premium Tax (see *Premium Taxes, Part 6*).

Total Withdrawals

You may withdraw all of the Cash Value of this Policy at any time at or before the commencement of any annuity income payments. If You withdraw all of the Cash Value of this Policy, this Policy will terminate.

Cash Value

The Cash Value of this Policy is the Accumulation Value less applicable Withdrawal Charges and less any applicable Premium Tax (see *Premium Taxes, Part 6*). Instead of receiving Your Cash Value in a lump sum, You may request that it be paid under one of the Payment Options, Part 7. We reserve the right to defer the payment of the Cash Value for a period not to exceed six (6) months after making written request and receiving written approval of the commissioner of insurance of the state in which this Policy is issued. If We exercise the right to defer the payment of the Cash Value and if required by state law, We will pay interest according to the laws of the state in which this Policy is issued.

Accumulation Value

The benefits We pay depend on the Accumulation Value. We determine the Accumulation Value by adding:

- The Net Single Premium received; and
- Interest earned,

and subtracting:

- Any cash withdrawals made; and
- Any Withdrawal Charges assessed.

Withdrawal Charges

If You request a Total or Partial Withdrawal during the first five Policy Years, We will deduct a Withdrawal Charge from the Accumulation Value. If the amount withdrawn during a Policy Year is less than or equal to the Free Withdrawal Amount, then the Withdrawal Charge is zero. The Withdrawal Charge on any additional amount withdrawn equals (a) times (b), where:

- (a) is the additional amount withdrawn; and
- (b) is the Withdrawal Charge Percentage for the Policy Year in which the withdrawal occurs.

Withdrawal Charge Percentage

The Withdrawal Charge Percentage is seven percent in the first three Policy Years. It reduces by one percent per year for the next two Policy Years. **The Withdrawal Charge Percentage is zero after the fifth Policy Year.**

Free Withdrawal Amount

In the first Policy Year, the Free Withdrawal Amount is zero. In Policy Years two and later, the Free Withdrawal Amount equals ten percent of the Accumulation Value at the time of the first Partial Withdrawal in that Policy Year. If the first Partial Withdrawal in a Policy Year exceeds the Free Withdrawal Amount, Withdrawal Charges are assessed as defined above, and the Free Withdrawal Amount for the remainder of the Policy Year is zero. If the first Partial Withdrawal is less than or equal to the Free Withdrawal Amount, no Withdrawal Charges are assessed and the Free Withdrawal Amount is reduced by the amount withdrawn. Each Partial Withdrawal after the first one in a Policy Year is then treated in the same manner as the first Partial Withdrawal, measured against any remaining Free Withdrawal Amount at the time of the Partial Withdrawal.

Partial Withdrawals

Prior to the Annuity Date, You may withdraw part of the Cash Value of this Policy at any time. Partial Withdrawals are subject to the following limits:

- each Partial Withdrawal must be at least \$500, and
- a Partial Withdrawal may not reduce the Accumulation Value to less than \$5,000.

Please note that the order of withdrawal, whether interest or principal, may not be identical to the order of withdrawal of earnings or premium as regarded by the Internal Revenue Service.

Interest

We will add interest to the Accumulation Value each day. The Guaranteed Minimum Annual Effective Interest Rates are shown on the Data Page. We may declare an excess interest rate in addition to the guaranteed rate at any time. However, interest already added will not be affected by any such change.

PART 5: PAYMENT OF BENEFITS

Death Benefits

While this Policy is in force and prior to the Annuity Date, We will pay a Death Benefit at the earlier of:

- the death of the Owner or
- the death of the Joint Owner or
- if neither the Owner nor the Joint Owner is the Annuitant, the death of the Annuitant, unless a validly designated Contingent Annuitant is living.

The Death Benefit will be the Accumulation Value as of the date of death if the Annuitant dies. The Death Benefit will be the Cash Value as of the date of death if the Owner dies and the Owner is not the Annuitant. The Death Benefit will be the Cash Value as of the date of death if the Joint Owner dies and the Joint Owner is not the Annuitant. Payment will be made to the Beneficiary upon receipt of due proof of death. You may specify how the Death Benefit is to be paid, subject to the limits imposed by Section 72(s) of the Internal Revenue Code. If You do not specify how the Death Benefit is to be paid, the payment will be in a single sum unless the Beneficiary elects otherwise. In any event, the Death Benefit will be paid within five years of the date of death, unless one of the following exceptions applies.

Death of the Owner or Joint Owner

If the Owner or the Joint Owner dies and the Beneficiary is the surviving spouse of the decedent, the Beneficiary may elect to be treated as the successor Owner of the Policy and continue the Policy. If the Owner or Joint Owner who dies is also the Annuitant, and the Beneficiary is the surviving spouse of the decedent who elects to be treated as the successor Owner and continue the Policy, the Beneficiary will become the Annuitant. In the event of such an election, on the death of the surviving spouse, the Death Benefit will be paid within five years of the date of such death, or distributed in accordance with the next paragraph, even if the Beneficiary at that time is a surviving spouse.

If the Owner or the Joint Owner dies and the surviving spouse of the decedent is not the Beneficiary, the Beneficiary may elect to receive the Beneficiary's entire interest in the Policy over such Beneficiary's life or over a period not extending beyond the life expectancy of such Beneficiary. Such distributions must begin within one year from the date of death.

Death of the Annuitant, if neither the Owner nor the Joint Owner is the Annuitant

Except as provided in the next section (*Non-Natural Owners*), if neither the Owner nor the Joint Owner is the Annuitant and the Annuitant dies, the Beneficiary may elect to receive the Beneficiary's entire interest in the Policy over such Beneficiary's life or over a period not extending beyond the life expectancy of such Beneficiary. Such distributions must begin within one year from the date of death.

Non-Natural Owners

If either the Owner or the Joint Owner is not an individual and the Annuitant dies, and the Annuitant's surviving spouse is the Beneficiary, the Beneficiary may elect to be treated both as the successor Owner and as the successor Annuitant of the Policy and continue the Policy. In the event of such an election, on the death of the Annuitant's surviving spouse, the Death Benefit will be paid within five years of the date of such death, or distributed in accordance with the next paragraph, even if the Beneficiary at that time is a surviving spouse.

If either the Owner or the Joint Owner is not an individual and the Annuitant dies, and the Annuitant's surviving spouse is not the Beneficiary, the Beneficiary may elect to receive the Beneficiary's entire interest in the Policy over such Beneficiary's life or over a period not extending beyond the life expectancy of such Beneficiary. Such distributions must begin within one year from the date of death.

Annuity Benefits

If the Annuitant is living on the Annuity Date and this Policy is in effect, We will apply the value of this annuity to provide a periodic income.

If You request that We provide a periodic income before the end of the third Policy Year, We will determine the annuity payments using the Cash Value. If You request that We provide a periodic income after the end of the third Policy Year, We will determine the annuity payments using the Accumulation Value, less any applicable Premium Tax (see *Premium Taxes, Part 6*).

The Annuity Benefits will be paid to You unless You direct Us in writing to pay another person. The amount and duration of the annuity depend on the amount applied and the Payment Option under which it is applied. If the Payment Option is one involving the life of the Annuitant, We reserve the right to require periodic proof that the Annuitant is still living.

If the Annuitant dies on or after the Annuity Date, (or if both the Annuitant and the joint annuitant die if the selected Payment Option is a Joint and Survivor Payment Option), any remaining payments provided by the selected Payment Option will be paid to the Beneficiary.

If:

- (a) neither the Owner nor the Joint Owner is the Annuitant or the joint annuitant; and
- (b) the Owner or the Joint Owner dies on or after the Annuity Date;

any remaining payments provided by the selected Payment Option will be paid to the Beneficiary.

If the Owner, the Joint Owner, the Annuitant, or the joint annuitant dies on or after the Annuity Date, or if You direct us in writing irrevocably to pay the Annuity Benefits to another person, and that person dies on or after the Annuity Date, any remaining benefits will be paid at least as rapidly as under the Payment Option in effect as of the date of death.

If You elect to receive the Annuity Benefits in a single sum, We will pay You the Cash Value on the Annuity Date.

PART 6: OTHER PROVISIONS

This part contains important general and required provisions.

This Agreement

This Policy, the application, and any attached riders and endorsements constitute the complete agreement between You and Us. We have issued this Policy in exchange for the application and the payment of the premium. Any change in this Policy must be in writing, signed by one of Our officers, and in the form of an amendment or endorsement to this Policy. No agent has the power or authority to waive, change, or alter any of the terms or conditions of this Policy. Only one of Our officers has the power or authority to waive, change, or alter any of the terms or conditions of this Policy.

Incontestability

We cannot contest this Policy.

Misstatement of Age

If the Annuitant's age has been misstated on the application, the benefits during the accumulation period will be those which the premium paid would have bought for the correct age. We will adjust the annuity payments on the basis of the correct age. The total amount of any underpayment that may have been made will be credited with 5% interest and added to the annuity payment next following the adjustment. The total amount of any overpayment that may have been made will be charged with 5% interest and deducted from the annuity payments, as required, next following the adjustment.

Protection from Creditors

Benefits and Values payable under this Policy will be free from claims of creditors to the extent allowed by law.

Premium Taxes

Some states impose a Premium Tax on annuities. In the event that a Premium Tax is imposed on the premium received, such tax will be deducted from the premium. In the event that a Premium Tax is imposed at any other time, such Premium Tax will be deducted from any benefit payable under this Policy.

Reports

At least once each year, We will send You a report showing the Accumulation Value. The report will also show all amounts added to and subtracted from the Accumulation Value during the period the report covers.

Nonparticipating

This Policy is not entitled to share in the profits or surplus of the Company.

Tax Qualification

We may amend this Policy as necessary to comply with the Internal Revenue Service requirements. Otherwise, this Policy may not be amended unless You agree in writing.

Required Standards

All values under this Policy meet the requirements of the Standard Nonforfeiture Law for individual deferred annuities. A detailed statement of Our computation method for all values and reserves has been filed with the insurance department of the state where this Policy is delivered. All values and reserves are equal to, or greater than, those required by the laws of such state. Any paid-up annuity, cash values or Death Benefits or reserves under this Policy are not less than the minimum benefits required by any statute of the state in which the Policy is delivered.

Our Liability

We will not incur any liability or be responsible for Your failure, in whole or in part, to comply with the provisions set forth in the Internal Revenue Code or any other law.

PART 7: THE PAYMENT OPTIONS

This part contains methods of payments of the Death and Annuity Benefits. Monthly income payments are illustrated, but other frequencies of payments may be available.

Option Selection

You may select the option under which benefits will be paid while the Annuitant is still alive and prior to the Annuity Date. If no option is selected on the Annuity Date, Life Income Option 2(b) will be used automatically.

Installment Income Options (Option 1)

We will pay monthly income for a selected term or amount. The first payment is due on the Annuity Date. The right to withdraw money under the Installment Income Options will be as agreed upon when the option is elected. The following Installment Income Options are available.

1(a) Income for a Selected Term.

We will make equal monthly payments for the number of years selected (not less than 5 years or more than 25 years). The monthly income for each \$1,000 applied will not be less than those shown in Table 1. This table is based on interest guaranteed at a 1% annual effective rate.

1(b) Income of Selected Amount.

We will make equal monthly payments of an amount selected. Payments will continue until the amount applied, including interest, has been paid. Payments must be made for at least 5 years and for not more than 25 years. We guarantee interest at a 1% annual effective rate.

Table 1 - Installment Income Payments for a Selected Term (Per \$1,000)					
Years	Monthly Income	Years	Monthly Income	Years	Monthly Income
5	\$17.08	12	\$7.36	19	\$4.81
6	14.30	13	6.83	20	4.59
7	12.32	14	6.37	21	4.40
8	10.83	15	5.98	22	4.22
9	9.68	16	5.63	23	4.05
10	8.75	17	5.33	24	3.90
11	7.99	18	5.05	25	3.76

Life Income Options (Option 2)

Payments depend on the life of the Annuitant. The monthly income for each \$1,000 applied will not be less than those shown in Table 2. We will pay monthly income to the named person for the certain period selected and then for as long as the Annuitant is alive. The first payment is due on the Annuity Date. The money applied under a Life Income Option cannot be withdrawn once payments begin. The following Life Income Options are available.

2(a) Payments For Life Only.

We will make equal monthly payments for the lifetime of the Annuitant. Payments stop when the Annuitant dies.

2(b) Payments For At Least 10 Years.

We will make equal monthly payments for 10 years and then for as long as the Annuitant is alive.

2(c) Payments For At Least 20 Years.

We will make equal monthly payments for 20 years and then for as long as the Annuitant is alive.

2(d) Payments For At Least The Amount Applied (Installment Refund).

We will make equal monthly payments until We have paid the amount applied and then for as long as the Annuitant is alive.

Age	2(a) Life Only	2(b) 10 Yrs. Certain	2(c) 20 Yrs. Certain	2(d) Install. Refund	Age	2(a) Life Only	2(b) 10 Yrs. Certain	2(c) 20 Yrs. Certain	2(d) Install. Refund
54	\$3.11	3.09	3.01	2.82	77	7.01	6.21	4.46	5.08
55	3.19	3.17	3.07	2.88	78	7.37	6.40	4.49	5.25
56	3.27	3.25	3.14	2.94	79	7.75	6.60	4.51	5.43
57	3.36	3.33	3.21	3.00	80	8.16	6.80	4.53	5.62
58	3.45	3.42	3.28	3.06	81	8.61	6.99	4.54	5.82
59	3.55	3.51	3.35	3.13	82	9.09	7.18	4.56	6.03
60	3.66	3.61	3.42	3.20	83	9.61	7.36	4.57	6.24
61	3.77	3.71	3.49	3.27	84	10.17	7.53	4.58	6.48
62	3.88	3.82	3.57	3.35	85	10.77	7.68	4.58	6.72
63	4.01	3.93	3.64	3.43	86	-	7.83	4.59	6.98
64	4.14	4.05	3.72	3.51	87	-	7.96	4.59	7.24
65	4.28	4.18	3.79	3.60	88	-	8.08	4.59	7.53
66	4.43	4.31	3.87	3.69	89	-	8.19	4.59	7.82
67	4.59	4.45	3.94	3.79	90	-	8.28	4.59	8.13
68	4.77	4.60	4.01	3.89	91	-	8.37	4.59	-
69	4.95	4.75	4.07	4.00	92	-	8.44	4.59	-
70	5.15	4.91	4.14	4.11	93	-	8.51	4.59	-
71	5.36	5.08	4.20	4.23	94	-	8.56	4.59	-
72	5.59	5.25	4.26	4.36	95	-	8.61	4.59	-
73	5.83	5.44	4.31	4.49	96	-	8.65	4.59	-
74	6.10	5.62	4.35	4.63	97	-	8.68	4.59	-
75	6.38	5.81	4.39	4.77	98	-	8.71	4.59	-
76	6.68	6.01	4.43	4.92	99	-	8.72	4.59	-

Joint and Survivor Life Income (Option 3)

We will make equal monthly payments during the joint lifetime of two persons and the remaining lifetime of the survivor. The monthly income for each \$1,000 applied for sample age combinations will not be less than those shown in Table 3. The first payment is due on the Annuity Date. The money applied under a Joint and Survivor Life Income Option cannot be withdrawn once payments begin.

If the joint annuitant is the Annuitant's spouse, the amount of each monthly payment made to the spouse as survivor will not exceed the amount of each monthly payment made to the Annuitant.

If the joint annuitant is not the Annuitant's spouse, the option elected must be in such form that the present value of the payments to the Annuitant will exceed one-half of the present value of all payments to be made to the Annuitant and joint annuitant. Present values will be determined as of the Annuity Date on the basis of the actuarial assumptions We use in determining the amount of the annuity payments.

The values in Tables 2 and 3 are based on the Annuitant's (or Annuitants') age(s) (nearer birthday) on the Annuity Date. We may require proof of ages. Tables 2 and 3 are based on interest guaranteed at a 1% annual effective rate and the a2000 Individual Annuity Mortality Table blended for unisex use. Amounts of income for any age or of ages not shown will be furnished on request.

Age	55	60	65	70	75	80	85	90	95
55	2.72	2.86	2.97	3.05	3.11	3.14	3.17	3.18	3.18
60	2.86	3.06	3.24	3.39	3.49	3.56	3.60	3.63	3.64
65	2.97	3.24	3.51	3.75	3.94	4.08	4.17	4.22	4.25
70	3.05	3.39	3.75	4.12	4.45	4.71	4.90	5.01	5.07
75	3.11	3.49	3.94	4.45	4.96	5.43	5.80	6.04	6.19
80	3.14	3.56	4.08	4.71	5.43	6.17	6.84	7.34	7.68
85	3.17	3.60	4.17	4.90	5.80	6.84	7.91	8.85	9.55
90	3.18	3.63	4.22	5.01	6.04	7.34	8.85	10.35	11.62
95	3.18	3.64	4.25	5.07	6.19	7.68	9.55	11.62	13.58

More Information About Our Payment Options

Other Selections. We may agree to other Installment Income or Life Income options.

Right to Increase Monthly Income

Subject to Our approval, a person who is to receive payments may make an extra contribution at the time of option selection to increase the income to be received. The contribution will be applied under the option at the same rates as are the benefits. We may make a charge, which will not exceed 3% of the extra contribution, plus any Premium Tax required. We may limit the extra contribution to an amount equal to the benefits.

Amounts Too Small

If payments would be less than \$20, We may change the frequency of payments or pay the benefits in cash.

Automatic Cancellation

A previous election of a Payment Option for Death Benefits will be cancelled if the Beneficiary is changed.

Payments to Minors

While a person named to receive benefits is a minor, We will make all payments to the court appointed guardian of the minor's estate. We may require proof of age of any such person.

APPLICATION FOR ANNUITY

Life Insurance Company of the Southwest (LSW)
1300 W. Mockingbird Ln. • Dallas, TX 75247-4921 • Service 800-579-2878

SECTION I – Owner/Joint Owner/Annuitant

S0107

Owner's Name	SS No or Taxpayer ID	DOB (m/d/yy)	Age	Sex
JOHN DOE	123-45-6789	09/01/70	35	M
Home Address	City	State	Zip Code	
123 Main Street	Dallas	TX	12345	
Home Phone Number	Home Fax Number	Home e-mail Address		
123-456-7899	123-456-9901	jdoe@yahoo.com		
Annuitant's Name (if different from Owner)	SS No or Taxpayer ID	DOB (m/d/yy)	Age	Sex
Home Address	City	State	Zip Code	
Home Phone Number	Home Fax Number	Home e-mail Address		
Joint Owner's Name (if applicable, non-qualified only)	SS No or Taxpayer ID	DOB (m/d/yy)	Age	Sex
Home Address	City	State	Zip Code	
Home Phone Number	Home Fax Number	Home e-mail Address		

SECTION II – Beneficiary

S0201

Beneficiary	Relationship	Share
1) JANE DOE	Wife	100 %
2)		%
Contingent Beneficiary	Relationship	Share
1)		%
2)		%

SECTION III – Premium

S0301

Amount Paid with Application	Rollover/Transfer (Approximate)	<input type="checkbox"/> Documentation Submitted With App: Single Transfer(s) or Rollover(s)
10,000		

SECTION IV – Plan Selected

S0403

SureRate 5

SECTION V – Plan Qualification

S0503

403 (b) TSA 457 Def. Comp Pension/Profit Sharing IRA ROTH IRA IRA Rollover Non-Qualified

Other (specify) _____

SECTION VI - Existing Insurance

S0602

Do you the applicant have any life insurance or annuity contract or policy with Life Insurance Company of the Southwest or any other insurance company?

Yes No (Applicant to check box)

If answered yes, appropriate replacement and exchange forms must be completed. The replacement forms must be completed even if no replacement is involved.

SECTION VII - Remarks

S0701

SECTION VIII - For Home Office Endorsement Only (Not applicable in Pennsylvania or West Virginia)

S0801

SECTION IX - Fraud Warnings and Notices

S0901

DC/WA - It is a crime to knowingly provide false incomplete or misleading information to an insurance company for the purposes of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits. **FL - Notice:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony in the third degree. **KY/ME/OH** - Any person who knowingly and with intent to injure, defraud, or deceive any insurer files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime. **LA/MD** - Any person who knowingly presents false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. **NJ - Notice:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties. **AR/NM/PA** - Warning: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. **VA** - Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law. **Notice to Residents of AZ:** The annuity to which this application is attached may be returned within 31 days after it is received. Return it to our Home Office or to the agent through whom it was purchased. If returned, we will cancel the annuity and return any premium paid. Upon written request from the Owner, we will provide within a reasonable time, factual information regarding the benefits and provisions of the annuity to which this application is attached.

SECTION X - Acknowledgments

S1003

The Annuitant and the Owner, if other than the Annuitant; (1) represents, to the best of their knowledge and belief, that all statements and answers contained herein are full, complete and true as written and are correctly recorded; and, (2) expressly agrees as follows:

1. This application and the answers and agreements contained herein shall be the basis of, a part of the consideration for and a part of the annuity hereby applied for.
2. The payment of premium constitutes consideration to the Company for the granting of an annuity and upon payment becomes the absolute property of the Company.
3. If proof of age is not given with this application, the Annuitant(s) will furnish the Company with such proof before annuity payments begin.
4. The annuity applied for shall take effect on the date the premium is received by the Company in its Home Office. The *SecurePlus* single premium deferred annuities shall take effect on the 7th, 14th, 21st or 28th of the month following or coincident with the date the premium is received by the Company in its Home Office.
5. The Company is authorized to amend this application by an appropriate notation in the space designated "For Home Office Endorsement Only" in order to correct apparent errors or omissions. The acceptance of any annuity issued on this application shall constitute acceptance and ratification of the beneficiary designation, if any, in such annuity and of any amendments contemplated above except that no change shall be made in the plan of annuity or benefits without the written acceptance of the Annuitant(s) or of the Owner if other than the Annuitant(s).

W9: Under the penalties of perjury, I certify that: (1) the number shown on this application is my correct taxpayer identification number; (2) the IRS has never notified me that I am subject to backup withholding, or has notified me that I am no longer subject to such withholding or I am exempt from such withholding; and (3) I am a U.S. person (including a U.S. resident alien). *You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.*

SECTION XI - Signature and Agent Information

S1101

Dated at (city/state) Dallas, Tx on (month/day/year) 01/01/2009

Signature of Owner John Doe Signature of Annuitant (if different from Owner) _____

Signature of Joint Owner (if applicable) _____

To the best of my knowledge, a replacement is is not involved in this transaction. (Agent to check box.) Florida License ID No. _____

Signature of Agent Thomas Smith Soliciting Agent (print) Thomas Smith Agent No. 1234 Percent 100

Agent Phone Number 123-681-2211 Other Agent (print) _____ Agent No. _____ Percent _____

Single Premium Deferred Annuity. Income payments starting on the Annuity Date. Death Benefit payable before the Annuity Date. Nonparticipating.



SERFF Tracking Number: NALF-126018743 *State:* Arkansas
Filing Company: Life Insurance Company of the Southwest *State Tracking Number:* 41476
Company Tracking Number: 7976
TOI: A021 Individual Annuities- Deferred Non- *Sub-TOI:* A021.003 Single Premium
Variable
Product Name: SureRate 5
Project Name/Number: SureRate 5/7976

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: NALF-126018743 State: Arkansas
Filing Company: Life Insurance Company of the Southwest State Tracking Number: 41476
Company Tracking Number: 7976
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
Variable
Product Name: SureRate 5
Project Name/Number: SureRate 5/7976

Supporting Document Schedules

Review Status:
Satisfied -Name: Flesch Certification 02/03/2009
Comments:
Attachments:
Arkansas Readability.pdf
Arkansas Certification.pdf

Review Status:
Satisfied -Name: Application 02/03/2009
Comments:
Previously approved application 7909 will be used. It was originally approved on 4/30/2001.

Review Status:
Satisfied -Name: Cover Letter 02/06/2009
Comments:
Attachment:
AR Cover Letter.pdf

Review Status:
Satisfied -Name: NAIC Transmittal 02/06/2009
Comments:
Attachment:
AR NAIC Transmittal Document.pdf

Review Status:
Satisfied -Name: Statement of Variability 02/06/2009
Comments:
Attachment:
7976 Stmt of Var.pdf

Review Status:

SERFF Tracking Number: NALF-126018743 *State:* Arkansas
Filing Company: Life Insurance Company of the Southwest *State Tracking Number:* 41476
Company Tracking Number: 7976
TOI: A021 Individual Annuities- Deferred Non- *Sub-TOI:* A021.003 Single Premium
Variable
Product Name: SureRate 5
Project Name/Number: SureRate 5/7976

Satisfied -Name: Third Party Authorization

02/06/2009

Comments:

Attachment:

Third Party Authorization.pdf

SERFF Tracking Number: NALF-126018743 State: Arkansas
Filing Company: Life Insurance Company of the Southwest State Tracking Number: 41476
Company Tracking Number: 7976
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
Variable
Product Name: SureRate 5
Project Name/Number: SureRate 5/7976

Review Status:

Satisfied -Name: John Doe Annual Statement

02/06/2009

Comments:

Attachment:

SPDA Annual Report for SureRate.pdf

Arkansas Certification

This is to certify that the attached Form Number 7976 has achieved a Flesch Reading Score of 51.9 and complies in all respects with the requirements of Arkansas Statute Annotated Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Life Insurance Company of the Southwest



Bennett E. Law
Designated Representative

February 3, 2009
Date

Arkansas Certification

Re: 7976, Single Premium Deferred Annuity

I, Bennett E. Law, certify for Life Insurance Company of the Southwest, headquartered in Montpelier, Vermont, that the forms referenced above meet the provisions of Regulation 19§10B, as well as all applicable requirements of the Arkansas Insurance Department.

I further certify that the forms referenced above are in compliance with Regulation 49 concerning Life & Health Guaranty Association Notices and Arkansas Insurance Code 23-79-138 concerning required policy information.

Signed on behalf of Life Insurance Company of the Southwest, by



Bennett E. Law
Designated Representative

February 3, 2009

Date



February 6, 2009

Arkansas Department of Insurance
Individual Life and Annuities
1200 West Third Street
Little Rock, AR 72201-1904

RE: Life Insurance Company of the Southwest (LSW)
NAIC# 634-65528
FEIN# 75-0953004
LICENSE # 1117

Form Number: 7976, Single Premium Deferred Annuity

Submission: Enclosed for your review is a copy of the above referenced form. This is a new form and will not replace any existing form. The form has not been previously submitted to your department but is similar to many other single premium policies written by Life Insurance Company of the Southwest.

Readability Statistics: The policy has a Flesch Readability Score of 51.9.

Description: The policy is an individual fixed-rate single premium deferred annuity. It does not have any unusual features: it is not equity-indexed nor is it two-tiered.

The policy has guaranteed values based on the 5-year Treasury Constant Maturity rate ("CMT-5") reported by the Federal Reserve for the calendar month two months prior to the month of issue, rounded to the nearest 20th of 1%, reduced by 125 basis points, the resulting answer limited to not more than 3.00% and not less than 1.00%. The guaranteed minimum interest rate does not change for a given annuity contract once that contract is issued. The guaranteed minimum interest rate is declared at policy issue and remains in effect for the life of the contract. LSW may, at time of issue and at its discretion, declare and guarantee a rate for the first policy year and for the second through fifth policy years higher than that determined by the indexed formula. If this is so, the higher guarantees will be reflected on the Data Page, and such rate(s) will be declared and applied to new issues on a non-discriminatory basis.

No loads are assessed against the policy. Withdrawal charges are a percentage of the Accumulation Value and are fully identified in the policy form and enclosed actuarial memorandum. The owner may access up to 10% of the Accumulation Value each year after the first without imposition of a withdrawal charge. This is provided contractually.

Minimum and Maximum Issue Ages, Maturity Age. The minimum and maximum issue ages are 0 and 89, respectively. Maturity age is set at issue to attained age 99, though this is an item that is adjustable by the owner.

The Market. LSW will offer the policy through all licensed agents contracted with the company for sale to the general public.

The Application. Application Form No. 7909 is the previously approved application that will be used in conjunction with this policy.

Advertising Material. Advertising material for this product is still under development and will be filed in the appropriate jurisdictions upon receipt.

Actuarial Requirements. A Memorandum demonstrating compliance of the form with the Standard Valuation Law and the Standard Nonforfeiture Law for Annuities is enclosed.

Statement of Variability. A Statement of Variability disclosing the policy's non-guaranteed elements that are bracketed is enclosed.

Previously Approved Riders and Endorsements. Several of our previously approved riders and endorsements will be used with this policy and are identified in the chart below:

Description	Form Number	Approval Date
Terminal Illness Rider	7649	11/06/1995
Nursing Care Rider	7648 Rev 8/96	09/12/1996
Loan Rider	7843	08/09/2004
403(b) Endorsement	7877	10/01/2008
ERISA 403(b) Endorsement	7883	10/01/2008
IRA Endorsement	7814	06/18/2003
ROTH IRA Endorsement	7809	11/04/2002
SIMPLE IRA Endorsement	7811	06/18/2003
457 Endorsement	7806	06/18/2003
Roth 403(b) Endorsement	7878	10/01/2008
Guaranteed Lifetime Withdrawal Benefit Rider for Non TSA	7983	01/14/2009
Guaranteed Lifetime Withdrawal Benefit Rider for TSA	7985	01/14/2009

Filing Fees. Filing fees, if applicable, are enclosed. Our domiciliary state, Texas, requires a filing fee of \$50.00 per policy form for a submission exempt from review.

Filing In Other Jurisdictions. The form is being filed simultaneously in our domiciliary state, Texas, as an exempt filing under 28 TAC Section 3.5(a) (3). The form will be filed in all other jurisdictions that LSW is licensed to do business. LSW is licensed in the District of Columbia and all states except New York.

If you have any additional questions or concerns regarding this filing, please do not hesitate to contact me at 802-229-3614 (collect). I may also be reached by e-mail at LTrombly@nationallife.com.

Thank you very much.

Sincerely,



Laurie R. Trombly
Designated Representative

Life, Accident & Health, Annuity, Credit Transmittal Document

1.	Prepared for the State of	
-----------	----------------------------------	--

2.	Department Use Only
	State Tracking ID

3.	Insurer Name & Address	Domicile	Insurer License Type	NAIC Group #	NAIC #	FEIN #	State #

4.	Contact Name & Address	Telephone #	Fax #	E-mail Address

5.	Requested Filing Mode	<input type="checkbox"/> Review & Approval <input type="checkbox"/> File & Use <input type="checkbox"/> Informational <input type="checkbox"/> Combination (please explain): _____ <input type="checkbox"/> Other (please explain): _____
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6.	Company Tracking Number	
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7.	<input type="checkbox"/> New Submission <input type="checkbox"/> Resubmission	Previous file # _____
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8.	Market	<input type="checkbox"/> Individual <input type="checkbox"/> Franchise	
		Group	<input type="checkbox"/> Small <input type="checkbox"/> Large <input type="checkbox"/> Small and Large <input type="checkbox"/> Employer <input type="checkbox"/> Association <input type="checkbox"/> Blanket <input type="checkbox"/> Discretionary <input type="checkbox"/> Trust <input type="checkbox"/> Other: _____

9.	Type of Insurance	
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10.	Product Coding Matrix Filing Code	
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11.	Submitted Documents	<p><input type="checkbox"/> FORMS</p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> Policy</td> <td><input type="checkbox"/> Outline of Coverage</td> <td><input type="checkbox"/> Certificate</td> </tr> <tr> <td><input type="checkbox"/> Application/Enrollment</td> <td><input type="checkbox"/> Rider/Endorsement</td> <td><input type="checkbox"/> Advertising</td> </tr> <tr> <td><input type="checkbox"/> Schedule of Benefits</td> <td><input type="checkbox"/> Other</td> <td></td> </tr> </table> <p>Rates</p> <input type="checkbox"/> New Rate <input type="checkbox"/> Revised Rate	<input type="checkbox"/> Policy	<input type="checkbox"/> Outline of Coverage	<input type="checkbox"/> Certificate	<input type="checkbox"/> Application/Enrollment	<input type="checkbox"/> Rider/Endorsement	<input type="checkbox"/> Advertising	<input type="checkbox"/> Schedule of Benefits	<input type="checkbox"/> Other		
<input type="checkbox"/> Policy	<input type="checkbox"/> Outline of Coverage	<input type="checkbox"/> Certificate										
<input type="checkbox"/> Application/Enrollment	<input type="checkbox"/> Rider/Endorsement	<input type="checkbox"/> Advertising										
<input type="checkbox"/> Schedule of Benefits	<input type="checkbox"/> Other											
		<input type="checkbox"/> FILING OTHER THAN FORM OR RATE: Please explain: _____										
		<p>SUPPORTING DOCUMENTATION</p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> Articles of Incorporation</td> <td><input type="checkbox"/> Third Party Authorization</td> </tr> <tr> <td><input type="checkbox"/> Association Bylaws</td> <td><input type="checkbox"/> Trust Agreements</td> </tr> <tr> <td><input type="checkbox"/> Statement of Variability</td> <td><input type="checkbox"/> Certifications</td> </tr> <tr> <td><input type="checkbox"/> Actuarial Memorandum</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Other _____</td> <td></td> </tr> </table>	<input type="checkbox"/> Articles of Incorporation	<input type="checkbox"/> Third Party Authorization	<input type="checkbox"/> Association Bylaws	<input type="checkbox"/> Trust Agreements	<input type="checkbox"/> Statement of Variability	<input type="checkbox"/> Certifications	<input type="checkbox"/> Actuarial Memorandum		<input type="checkbox"/> Other _____	
<input type="checkbox"/> Articles of Incorporation	<input type="checkbox"/> Third Party Authorization											
<input type="checkbox"/> Association Bylaws	<input type="checkbox"/> Trust Agreements											
<input type="checkbox"/> Statement of Variability	<input type="checkbox"/> Certifications											
<input type="checkbox"/> Actuarial Memorandum												
<input type="checkbox"/> Other _____												

12.	Filing Submission Date		
13.	Filing Fee (If required)	Amount _____	Check Date _____
		Retaliatory <input type="checkbox"/> Yes <input type="checkbox"/> No	Check Number _____
14.	Date of Domiciliary Approval		
15.	Filing Description:		

16.	Certification (If required)
<p>I HEREBY CERTIFY that I have reviewed the applicable filing requirements for this filing, and the filing complies with all applicable statutory and regulatory provisions for the state of _____.</p>	
<p>Print Name _____ Title _____</p>	
<p>Signature _____ Date: _____</p>	

17.	Form Filing Attachment
This filing transmittal is part of company tracking number	
This filing corresponds to rate filing company tracking number	

	Document Name	Form Number		Replaced Form Number
	Description			Previous State Filing Number
01			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
02			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
03			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
04			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
05			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
06			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
07			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
08			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
09			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
10			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	

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18.		Rate Filing Attachment		
This filing transmittal is part of company tracking number				
This filing corresponds to form filing company tracking number				
Overall percentage rate indication (when applicable)				
Overall percentage rate impact for this filing		%		
	Document Name	Affected Form Numbers		Previous State Filing Number
	Description			
01			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
02			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
03			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
04			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
05			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
06			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
07			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
08			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
09			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
10			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	

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Form No. 7976 - Statement of Variability

Variables for the Policy Data Section (Owner, Annuitant, etc...) are based on the information in the application.

Variable for the Single Premium under the Single Premium Section:

- [\$10,000] – The dollar amount prints automatically based on the amount received.

The policy's non-guaranteed rate-type elements and their descriptive text which are bracketed on the Data Page are limited to the following values (low to high):

- Guaranteed Minimum Annual Effective Interest Rates
 - The rates are variable but will be fixed at issue of each policy and will not be redetermined subsequent to issue (i.e. no interest rate reset provision). These rates include:
 - Minimum for First Policy Year (1.00% to 18.00%)
 - Minimum for Policy Years Two through Five (1.00% to 18.00%)
 - Minimum for Policy Years Six and after (1.00% to 3.00%)
 - The methodology for setting such rates is listed below.

Determination of the Guaranteed Minimum Annual Effective Interest Rates

The rates guaranteed for the first policy year and for policy years two through five may be in excess of the rates guaranteed for policy years six and subsequent. If higher rates are so declared at time of issue, then the rate for the first policy year will be at least as large as the rate for policy years two through five, and the rate for policy years two through five will be at least as large as the rate for subsequent years. The rates guaranteed for policy years six and subsequent will be equal to the nonforfeiture rate. The nonforfeiture rate will change from calendar month to calendar month for policies issued in the months as determined in the following. The rates employed during a calendar month for issues in that month will be the 5-year Treasury Constant Maturity rate ("CMT-5") reported by the Federal Reserve for the calendar month two months prior to the month of issue, rounded to the nearest 20th of 1%, reduced by 125 basis points, the resulting answer limited to not more than 3% and not less than 1%.

Sample Calculation Nonforfeiture Rate for Current Issues

The policy form submitted with an Issue Date of January 15, 2009 would use the rate of 2.29% reported by the Federal Reserve for the month of November 2008. The rate is rounded to the nearest 1/20th of 1% with a result of 2.30%. That rate is then reduced by 125 basis points with a result of 1.05% which becomes effective for policies issued in the month of January, 2009.

January 16, 2009

To Whom It May Concern:

This letter is to authorize **Bennett E. Law**, Vice President – Policy Forms & General Services, of National Life Insurance Company, Montpelier, Vermont, as a **Designated Representative** of Life Insurance Company of the Southwest to submit product filings on their behalf.

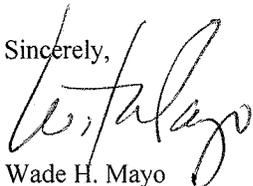
All questions and comments regarding this filing should first be addressed to Mr. Law. I stand ready, however, to answer for Life Insurance Company of the Southwest directly should that need arise.

Mr. Law may be contacted at:

National Life Insurance Company
One National Life Drive
Montpelier, Vermont 05604
Phone: 802-229-3675
Fax: 802-229-3743

Life Insurance Company of the Southwest thanks you for your consideration in this matter.

Sincerely,



Wade H. Mayo
President & Chief Executive Officer



January 16, 2009

To Whom It May Concern:

This letter is to authorize **Laurie R. Trombly**, Manager – Forms Management, of National Life Insurance Company, Montpelier, Vermont, as a **Designated Representative** of Life Insurance Company of the Southwest to submit product filings on their behalf.

All questions and comments regarding this filing should first be addressed to Mrs. Trombly. I stand ready, however, to answer for Life Insurance Company of the Southwest directly should that need arise.

Mrs. Trombly may be contacted at:

National Life Insurance Company
One National Life Drive
Montpelier, Vermont 05604
Phone: 802-229-3614
Fax: 802-229-3743

Life Insurance Company of the Southwest thanks you for your consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Wade H. Mayo". The signature is fluid and cursive, written over the word "Sincerely,".

Wade H. Mayo
President & Chief Executive Officer



STATEMENT OF ACCOUNT

POLICY SERVICES

Prepared Date: January 15, 2010

Statement Period: 01/15/2009 – 01/14/2010

John Doe
123 Any Street
Any Town USA

Policy Summary

Accumulation Value 01-15-2009:	\$0.00
Additions:	\$10,000.00
Deductions:	\$0.00
Interest Credited:	\$525.00
Accumulation Value 01-14-2010:	\$10,525.00
Net Surrender Value:	\$9,861.93
Current Annual Eff. Int. Rate:	4.25%

Policy Information

Policy Number:	123456X
Annuitant:	John Doe
Annuity Type	Tax Sheltered Annuity
Policy Issue Date:	01-15-2009
Product Name:	SureRate 5
Agent Name:	Steve Doe
Agent Principal:	Doe Financial Services, Inc.
Agent Phone:	123-456-7899
Email:	sdoe@aol.com

Current Period Transactions:

Date	Transaction Type	Amount	Date	Transaction Type	Amount	Date	Transaction Type	Amount
01-15-2009	MA	10,000.00						

MA = Dump In Payment

As a valued LSW policyholder, we thank you for placing your trust in us and for your continued relationship. Our goal is to meet your expectations by offering outstanding financial products and services. If we may be of service or if you need additional assistance, please call LSW Policyholder Relations at 800-579-2878.

As an owner or co-owner of an LSW annuity, you can now access your policy or certificate information 24 hours a day, seven days a week on our website. To register, go to www.lifeofsouthwest.com. Select Policyowner Registration in the left navigation and follow the instructions.

LSW.....Integrity You Can Retire On!

Rated "A" Excellent by A.M. Best & Co. Rating effective November 2008.