

SERFF Tracking Number: NALF-126092072 State: Arkansas
Filing Company: Life Insurance Company of the Southwest State Tracking Number: 42095
Company Tracking Number: 7990
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed
Product Name: Premier 10
Project Name/Number: Premier 10/7990

Filing at a Glance

Company: Life Insurance Company of the Southwest

Product Name: Premier 10

SERFF Tr Num: NALF-126092072 State: Arkansas

TOI: A071 Individual Annuities - Special

SERFF Status: Closed-Approved-
Closed State Tr Num: 42095

Sub-TOI: A071.001 Equity Indexed

Co Tr Num: 7990

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Susan Carey, Laurie

Disposition Date: 04/22/2009

Trombly, Junan Boldrey, Michelle

Goodwin, Dionne Wills

Date Submitted: 04/10/2009

Disposition Status: Approved-
Closed

Implementation Date Requested:

Implementation Date:

State Filing Description:

General Information

Project Name: Premier 10

Status of Filing in Domicile: Pending

Project Number: 7990

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 04/22/2009

Explanation for Other Group Market Type:

State Status Changed: 04/22/2009

Deemer Date:

Created By: Laurie Trombly

Submitted By: Laurie Trombly

Corresponding Filing Tracking Number:

Filing Description:

Today we submit for your consideration a new Single Premium Indexed and Declared Interest Deferred Annuity policy.

Company and Contact

Filing Contact Information

Laurie Trombly, Senior Policy Forms Analyst

LTrombly@nationallife.com

One National Life Drive

802-229-3614 [Phone]

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 Product Name: Premier 10
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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: \$100.00
 Retaliatory? Yes
 Fee Explanation: Texas charges \$100 for this same filing.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Life Insurance Company of the Southwest	\$100.00	04/10/2009	27100488

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 Product Name: Premier 10
 Project Name/Number: Premier 10/7990

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	04/22/2009	04/22/2009

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	04/17/2009	04/17/2009	Laurie Trombly	04/22/2009	04/22/2009

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Product Name: Premier 10
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Disposition

Disposition Date: 04/22/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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 Product Name: Premier 10
 Project Name/Number: Premier 10/7990

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document (revised)	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Cover Letter		Yes
Supporting Document	Third Party Authorization		Yes
Supporting Document	NAIC Transmittal		Yes
Supporting Document	Statement of Variability		Yes
Supporting Document	Summary/Application		Yes
Supporting Document	Flesch Certification		Yes
Form	Single Premium Indexed & Declared		Yes
	Interest Deferred Annuity		

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Product Name: Premier 10
Project Name/Number: Premier 10/7990

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 04/17/2009

Submitted Date 04/17/2009

Respond By Date

Dear Laurie Trombly,

This will acknowledge receipt of the captioned filing.

Objection 1

- Flesch Certification (Supporting Document)

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

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

SERFF Tracking Number: NALF-126092072 State: Arkansas
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Company Tracking Number: 7990
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed
Product Name: Premier 10
Project Name/Number: Premier 10/7990

Response Letter

Response Letter Status Submitted to State
Response Letter Date 04/22/2009
Submitted Date 04/22/2009

Dear Linda Bird,

Comments:

Thank you for your Objection Letter of April 17th.

Response 1

Comments: In accordance with your request, I have enclosed a certification which states that our filing is in compliance with the guidelines as outlined in the External Indexed Guideline document. I have attached this certification under the Readability Certification component header.

Related Objection 1

Applies To:

- Flesch Certification (Supporting Document)

Comment:

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

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Flesch Certification

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

If you have any additional questions concerning this filing, please do not hesitate to contact me. Thank you.

Sincerely,

Dionne Wills, Junan Boldrey, Laurie Trombly, Michelle Goodwin, Susan Carey

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Form Schedule

Lead Form Number: 7990

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	7990	Policy/Cont Single Premium ract/Fratern Indexed & Declared al Interest Deferred Certificate Annuity	Initial		68.300	7990-AR 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.

Contract Summary for Policy Number 123456X

Any correspondence regarding this Policy may be forwarded to our Home Office or the agent listed below:

Life Insurance Company of the Southwest
P.O. Box 569080
Dallas, Texas 75356-9080

Prepared By: Jane Doe

This summary was prepared for: John Doe
Annuitant's Age at Issue: 35

Guaranteed Values At Year End

End of Policy Year	Premium	Cash Value	Death Benefit	Yield
1	10,000.00	8,964.38	11,067.38	-10.36%
2	-	9,184.00	11,136.40	-4.17%
3	-	9,409.01	11,207.12	-2.01%
4	-	9,639.53	11,279.57	-0.91%
5	-	9,875.70	11,353.79	-0.25%
6	-	10,117.65	11,429.83	0.20%
7	-	10,218.83	11,461.63	0.31%
8	-	10,321.02	11,493.75	0.40%
9	-	10,707.30	11,526.19	0.76%
10	-	11,246.86	11,558.95	1.18%
20	-	11,905.14	11,905.14	0.88%
Age				
70	-	13,502.05	13,502.05	0.86%
99	-	18,018.54	18,018.54	0.92%

Cash Surrender Values are the greater of the Accumulation Value less a Withdrawal Charge or the Policy Value. Values shown are based on no increase to the Indices and credits to the Policy Value at the guaranteed rate of 2.45% for 6 years and 1.00% thereafter.

The Withdrawal Charge Percentage is twelve percent in the first two Policy Years. It reduces by one percent per year for the next seven Policy Years. It reduces by two percent in the tenth Policy Year. **The Withdrawal Charge Percentage is zero after the tenth Policy Year.** The Withdrawal Charge is zero on the Annuity Date. Withdrawal Charges illustrated are net of a 10% penalty-free partial withdrawal in all Policy Years after the first.

Monthly income for life, with 120 payments guaranteed, based on guaranteed values and guaranteed annuity purchase rates would be:

On March 28, 2044(Age 70): \$67.51

On March 28, 2073(Age 99): \$157.30

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



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 INDEXED AND DECLARED INTEREST DEFERRED ANNUITY POLICY

Policy Number: 123456X

Annuitant: John Doe

Owner: John Doe

Issue Date: March 28, 2009

Annuity Date: March 28, 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 Indexed and Declared Interest Deferred Annuity. Benefits may be calculated based on the movement of an index or stipulated interest rates. Minimum underlying values. Income payments start on the Annuity Date. Death Benefit payable before the Annuity Date. Nonparticipating.

Data Pages

Policy Number: [123456X]

Issue Date: [March 28, 2009]

Annuitant: [John Doe]

Annuity Date: [March 28, 2073]

Owner: [John Doe]

Issue Age: [35]

Coverage

Equity Indexed and Declared Interest Single Premium Deferred Annuity

Single Premium

[\$10,000.00]

Interest Accounts

Declared Interest Account Rates

The Declared Rate in effect for the Declared Interest Account on the Issue Date is [3.50%]. [The minimum rate is [2.45%] in Policy Years one through six. It is [1.00%] in Policy Years seven and later.] The Declared Rate will be declared once per Policy Year. See *Rate Declaration* in Part 4.

Index: Standard & Poor's 500 Index

Initial Index Value: [696.33]

Ending Index Rate Option 1

	Index Rate	Cap	Floor
Rates in effect for the first Policy Year	[100.00%]	[6.25%]	[0.00%]
Guaranteed minimum rates for Policy Years after the first	30.00%	3.00%	0.00%

Ending Index Rate Option 2

Rates in effect for the first Policy Year	[50.00%]	[NO CAP]	[0.00%]
Guaranteed minimum rates for Policy Years after the first	30.00%	3.00%	0.00%

Average Index

Rates in effect for the first Policy Year	[90.00%]	[NO CAP]	[0.00%]
Guaranteed minimum rates for Policy Years after the first	30.00%	3.00%	0.00%

Index: [Russell 2000]

Initial Index Value: [361.01]

Ending Index Rate Option 1

	Index Rate	Cap	Floor
Rates in effect for the first Policy Year	[100.00%]	[6.00 %]	[0.00%]
Guaranteed minimum rates for Policy Years after the first	30.00%	3.00%	0.00%

Ending Index Rate Option 2

Rates in effect for the first Policy Year	[40.00%]	[NO CAP]	[0.00%]
Guaranteed minimum rates for Policy Years after the first	30.00%	3.00%	0.00%

Policy Value Interest Rate(s)

[The interest rate credited to the Policy Value is [2.45%] in Policy Years one through six. It is [1.00%] in Policy Years seven and later]

The Company declares Index Rates, Caps, and Floors in advance only on each Policy anniversary. Rates will not be less than the minimums shown above. The Declared Rates, Index Rates, Caps, and Floors do not affect the computation of the Policy Value.

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Any riders and Endorsements and a copy of
the application, follow page 19

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 Pages 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 is 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 Pages. 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 Pages if the Annuitant is living.

Net Single Premium

The Net Single Premium is the Single Premium shown on the Data Pages 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 greater of:

- the Accumulation Value less applicable Withdrawal Charges; or
- the Policy Value,

less any applicable Premium Tax (see *Premium Taxes, Part 6*). We reserve the right to defer 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 required by state law, We will pay interest according to the laws of the state in which this policy is issued.

You may withdraw the value of this annuity to provide a periodic income from Us.

- If You do so before the end of the fifth Policy Year, We will determine the annuity payments by applying the Cash Value, less any applicable Premium Tax (see *Premium Taxes, Part 6*).
- If You do so after the end of the fifth and prior to the end of the tenth Policy Year, We will determine the annuity payments by applying the greater of (a) or (b) where:

(a) is the Accumulation Value plus a portion of the Bonus Accumulation Value; and

(b) is the Policy Value,

less any applicable Premium Tax (see *Premium Taxes, Part 6*).

The portion of the Bonus Accumulation Value that will be included is (a) times (b) divided by (c) where:

(a) is the Bonus Accumulation Value;

(b) is the whole number of completed Policy Years at the time of the withdrawal; and

(c) is ten (10).

- If You do so after the end of the tenth Policy Year, We will determine the annuity payments by applying the Cash Value, less any applicable Premium Tax (see *Premium Taxes, Part 6*).

Policy Value

The Policy Value at any time is equal to:

- 100% of the Single Premium; less
- 12.5% of the Single Premium for expenses and guarantees; less
- any amounts withdrawn (excluding any applicable Withdrawal Charges); plus
- interest on the above items credited at the Policy Value Interest Rate(s) shown on the Data Pages.

Accumulation Value

The Accumulation Value at any time equals the sum of the values of the Interest Accounts.

Bonus Accumulation Value

When we issue the policy, we will establish a Bonus Accumulation Value. During the first five Policy Years, the Bonus Accumulation Value equals ten percent (10%) times the Accumulation Value. You have no rights to or interest in the Bonus Accumulation Value until and unless it transfers to the Accumulation Value. Beginning at the end of the sixth Policy Year, the Bonus Accumulation Value will be transferred to the Accumulation Value as stated below.

During Policy Years six through ten, We will increase the Bonus Accumulation Value any time interest is credited to the Accumulation Value. We will increase the Bonus Accumulation Value in the same proportion as the Accumulation Value is increased.

During Policy Years six through ten, We will reduce the Bonus Accumulation Value any time a Partial Withdrawal is made from the Accumulation Value. We will reduce the Bonus Accumulation Value in the same proportion as the Accumulation Value is reduced.

On the sixth Policy Anniversary, after any Partial Withdrawal is taken and after crediting interest to the Bonus Accumulation Value, We will:

- transfer one-tenth (10%) of the then-existing Bonus Accumulation Value to the Accumulation Value; and
- reduce the Bonus Accumulation Value by the amount transferred.

On the seventh Policy Anniversary, after any Partial Withdrawal is taken and after crediting interest to the Bonus Accumulation Value, We will:

- transfer one-ninth (11.11%) of the then-existing Bonus Accumulation Value to the Accumulation Value; and
- reduce the Bonus Accumulation Value by the amount transferred.

On the eighth Policy Anniversary, after any Partial Withdrawal is taken and after crediting interest to the Bonus Accumulation Value, We will:

- transfer one-fourth (25%) of the then-existing Bonus Accumulation Value to the Accumulation Value; and
- reduce the Bonus Accumulation Value by the amount transferred.

On the ninth Policy Anniversary, after any Partial Withdrawal is taken and after crediting interest to the Bonus Accumulation Value, We will:

- transfer one-half (50%) of the then-existing Bonus Accumulation Value to the Accumulation Value; and
- reduce the Bonus Accumulation Value by the amount transferred.

On the tenth Policy Anniversary, after any Partial Withdrawal is taken and after crediting interest to the Bonus Accumulation Value, We will transfer all of the then-existing Bonus Accumulation Value to the Accumulation Value, after which there will be no more Bonus Accumulation Value.

All amounts transferred to the Accumulation Value will be added to the Interest Accounts in proportion to their values at the times of the transfers.

Withdrawal Charges

If You request a Total or Partial Withdrawal during the first ten 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 twelve percent in the first two Policy Years. It reduces by one percent per year for the next seven Policy Years. It reduces by two percent in the tenth Policy Year. **The Withdrawal Charge Percentage is zero after the tenth 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.

You may designate the Interest Account from which to deduct a Partial Withdrawal. If You make no such election, the Partial Withdrawal will be deducted from each Interest Account in proportion to its value.

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 characterized by the Internal Revenue Service.

We will also deduct any Partial Withdrawal, less any Withdrawal Charge assessed, from the Policy Value.

Interest Accounts

We make two interest crediting methods available for the Interest Accounts under this Policy: crediting of interest based on an interest rate declared in advance or crediting of interest based on the change in an Index. The Interest Account for which an interest rate is declared in advance is called the **Declared Interest Account**. Interest Accounts based on the change in an Index are called **Indexed Interest Accounts**. The Net Single Premium shown on the Data Pages is allocated among the Interest Accounts according to Your instructions. Your instructions are recorded in Your application, which is attached to and made part of this Policy.

Declared Interest Account

The value of the Declared Interest Account at any time is equal to:

- the amount of the Net Single Premium allocated to the Declared Interest Account; plus
- all transfers to the Declared Interest Account; plus
- all Declared Interest credited to the Declared Interest Account; less
- all transfers from the Declared Interest Account; less
- all amounts withdrawn from the Declared Interest Account (including any applicable Withdrawal Charges).

Declared Interest

We credit Declared Interest to the Declared Interest Account daily at an interest rate equivalent to the Declared Rate, which is an annual effective rate.

Declared Rate

We will formally determine the Declared Rate for the Declared Interest Account at the start of each Policy Year as described below under Rate Declaration. Its value on the Issue Date is shown on the Data Pages.

Indexed Interest Account

The value of an Indexed Interest Account at any time is equal to:

- the amount of the Net Single Premium allocated to the Indexed Interest Account; plus
- all transfers to the Indexed Interest Account; plus
- all Indexed Interest credited to the Indexed Interest Account; less
- all transfers from the Indexed Interest Account; less
- all amounts withdrawn from the Indexed Interest Account (including any applicable Withdrawal Charges).

The rate at which an Indexed Interest Account grows depends on:

- its Index;
- its Index Method;
- its Cap;
- its Floor; and
- its Index Rate.

Indexed Interest

The Indexed Interest for an Indexed Interest Account equals the Indexed Interest Account's value times the Index Increase Percentage Factor. We will calculate the Indexed Interest for each Indexed Interest Account on the Policy anniversary. If the Indexed Interest is greater than zero, We will credit it to the Indexed Interest Account on the Policy Anniversary.

Index Methods

There are two Index methods used in this Policy: Ending Index and Average Index.

Indices

The Indices for this Policy at issue are shown on the Data Pages. Each of the Indices for the Policy is guaranteed to apply while the Policy is in force unless:

- publication of the Index is discontinued; or
- the calculation of the Index is changed substantially.

If one of these events occurs, We may substitute a suitable index. If required, We will notify the commissioner of the state in which the Policy is issued or request permission from the commissioner before taking such action. We will notify You of any change to Your Policy as a result of these actions.

The value for a given day of an Index whose value is quoted continuously throughout that day in the United States is the value quoted by the provider of the Index at the close of activity for that day in the United States.

The value for a given day of any other Index is the value quoted by the provider of the Index at the most recent close of activity for a day as of 5 p.m. in Dallas, Texas. If there is no activity in an Index for a day, no value will be used for that day.

Index Increase Percentage Factor

The Index Increase Percentage Factor for an Indexed Interest Account will never be less than the Floor or more than the Cap declared at the start of that Policy Year for that Indexed Interest Account. Within those bounds, the Index Increase Percentage Factor equals the Index Rate for the Indexed Interest Account declared at the start of that Policy Year multiplied by the Index Change.

Index Change

The Index Change for an Indexed Interest Account is a) divided by b) where

- (a) **for Indexed Interest Accounts that use the Index Method *Ending Index***, is the posted Index Value on the current Policy anniversary, or if there is no Index Value for the current Policy anniversary, the Index Value for the most recent day preceding that date for which there is an Index Value; or

for Indexed Interest Accounts that use the Index Method *Average Index*, is the arithmetic average of every Index Value posted after the previous Policy anniversary until the current Policy anniversary; and

- (b) is the posted Index Value on the previous Policy anniversary or, if there is no Index Value for the previous Policy anniversary, the Index Value for the most recent day preceding that date for which there is an Index Value.

Index Rate

The Index Rate is a percentage used to calculate the Indexed Interest for an Indexed Interest Account. We will declare the Index Rate for an Indexed Interest Account at each Policy anniversary. We will declare Index Rates on a basis which does not discriminate unfairly within any class of policies. The value of the Index Rate on the Issue Date for each Indexed Interest Account is shown on the Data Pages.

Cap

The Cap is the maximum percentage per year by which an Indexed Interest Account will be increased. We will declare the Cap for an Indexed Interest Account at each Policy anniversary. We will declare Caps on a basis which does not discriminate unfairly within any class of policies. The Cap on the Issue Date for each Indexed Interest Account is shown on the Data Pages.

Floor

The Floor is the minimum percentage per year by which an Indexed Interest Account will be increased. The Floor will never be less than 0%. We will declare the Floor for an Indexed Interest Account at each Policy anniversary. We will declare Floors on a basis which does not discriminate unfairly within any class of policies. The Floor on the Issue Date for each Indexed Interest Account is shown on the Data Pages.

Rate Declaration

For the Declared Interest Account, We declare interest rates in advance at the start of each Policy Year. Rates We so declare are guaranteed to remain in effect for the entire Policy Year.

For the Indexed Interest Accounts, We declare the Index Rates, Caps, and Floors in advance at the start of each Policy Year.

When We declare initial and/or renewal Declared Rates, Index Rates, Caps, and Floors, We will do so in a manner that does not discriminate unfairly between any classes of Policies. We will set these factors depending on historical and then current interest rates and other relevant factors.

Transfers

You may request that We transfer amounts between Interest Accounts. **Amounts can only be transferred on the Policy anniversary.** The rate(s) applicable to amounts to be transferred to new Interest Account(s) will be the same rate that is made available to amounts that have been held in such new Interest Account from the Issue Date. You must notify Us requesting the transfer at least fifteen (15) days in advance of the Policy anniversary.

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.

If the Annuitant dies, the Death Benefit will be the greater of:

- the Policy Value as of the date of death; or
- the Accumulation Value plus the Bonus Accumulation Value as of the date of death.

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 Cash Value to provide an annuity.

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.

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.

Incontestability

We cannot contest this Policy.

Misstatement of Age or Gender

If the Annuitant's age or gender has been misstated on the application, the benefits will be those which the premium paid would have bought for the correct age and gender. We will adjust the annuity payments on the basis of the correct age and gender. 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.

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.

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.

Protection from Creditors

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

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. Death Benefits must be paid in accordance with Part 5: Payment of 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(d) will be used automatically.

The 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.

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.

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 Life with Thirty (30) Months Guaranteed.

We will make equal monthly payments for 30 months and then for as long as the Annuitant is alive.

2(c) Payments For Life with Sixty (60) Months Guaranteed.

We will make equal monthly payments for 60 months and then for as long as the Annuitant is alive.

2(d) Payments For Life with One Hundred Twenty (120) Months Guaranteed.

We will make equal monthly payments for 120 months and then for as long as the Annuitant is alive.

The values in Table 2 on the following page are based on the Annuitant's age (nearer birthday) on the Annuity Date. We may require proof of age. The values in this table are based on interest guaranteed at a 1% annual effective rate and the a2000 Individual Annuity Mortality Table with a 1% improvement per year for fifteen years after election. Amounts of income for any age not shown will be furnished on request.

**Table 2 - Life Income Payments
(Per \$1,000)**

Age	If the Annuitant is Male				If the Annuitant is Female			
	2(a) Life Only	2(b) Life with 30 Mos	2(c) Life with 60 Mos	2(d) Life with 120 Mos	2(a) Life Only	2(b) Life with 30 Mos	2(c) Life with 60 Mos	2(d) Life with 120 Mos
55	3.26	3.26	3.25	3.23	2.99	2.99	2.99	2.98
56	3.34	3.34	3.33	3.31	3.06	3.06	3.06	3.05
57	3.43	3.43	3.42	3.39	3.14	3.14	3.14	3.12
58	3.53	3.53	3.52	3.48	3.23	3.22	3.22	3.20
59	3.63	3.63	3.62	3.58	3.31	3.31	3.31	3.29
60	3.74	3.74	3.73	3.68	3.41	3.40	3.40	3.37
61	3.85	3.85	3.84	3.78	3.50	3.50	3.50	3.47
62	3.98	3.97	3.96	3.90	3.61	3.61	3.60	3.56
63	4.11	4.10	4.09	4.01	3.72	3.72	3.71	3.67
64	4.25	4.24	4.22	4.14	3.84	3.83	3.82	3.78
65	4.40	4.39	4.37	4.27	3.96	3.96	3.95	3.89
66	4.56	4.55	4.52	4.40	4.10	4.09	4.08	4.02
67	4.73	4.72	4.69	4.54	4.24	4.24	4.22	4.15
68	4.91	4.90	4.86	4.69	4.39	4.39	4.37	4.28
69	5.11	5.09	5.04	4.84	4.56	4.55	4.53	4.43
70	5.31	5.30	5.24	5.00	4.74	4.73	4.70	4.58
71	5.53	5.51	5.45	5.17	4.93	4.92	4.89	4.74
72	5.77	5.74	5.66	5.34	5.14	5.13	5.09	4.91
73	6.02	5.99	5.90	5.51	5.37	5.35	5.30	5.09
74	6.29	6.26	6.14	5.69	5.61	5.59	5.53	5.27
75	6.58	6.54	6.40	5.87	5.88	5.85	5.78	5.47
76	6.89	6.84	6.67	6.06	6.16	6.13	6.04	5.67
77	7.23	7.16	6.96	6.24	6.47	6.44	6.33	5.87
78	7.58	7.50	7.27	6.43	6.81	6.77	6.63	6.08
79	7.97	7.87	7.59	6.62	7.17	7.12	6.95	6.29
80	8.38	8.26	7.92	6.80	7.57	7.50	7.30	6.50
81	8.82	8.68	8.27	6.98	8.00	7.92	7.66	6.71
82	9.29	9.12	8.64	7.16	8.47	8.37	8.05	6.92
83	9.79	9.59	9.01	7.33	8.98	8.85	8.45	7.12
84	10.33	10.08	9.40	7.49	9.53	9.36	8.87	7.31
85	10.91	10.61	9.80	7.64	10.13	9.92	9.31	7.48
86	11.53	11.16	10.20	7.78	10.77	10.51	9.76	7.65
87	12.19	11.74	10.62	7.91	11.46	11.13	10.21	7.80
88	12.89	12.35	11.03	8.03	12.20	11.78	10.67	7.94
89	13.63	12.99	11.45	8.14	12.99	12.46	11.14	8.07
90	14.43	13.65	11.86	8.25	13.83	13.17	11.58	8.18
91				8.34				8.28
92				8.42				8.37
93				8.49				8.45
94				8.55				8.51
95				8.60				8.57
96				8.65				8.62
97				8.68				8.66
98				8.71				8.70
99				8.73				8.72

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 Table 3 are based on the Annuitants' ages (nearer birthday) on the Annuity Date. We may require proof of ages. The values in this table are based on interest guaranteed at a 1% annual effective rate and the a2000 Individual Annuity Mortality Table with a 1% improvement per year for fifteen years after election. Amounts of income for any ages not shown will be furnished on request.

**Table 3 - Monthly Life Income While Either Person Lives
(Per \$1,000)**

Female Age ->	55	60	65	70	75	80	85	90	95
Male Age									
55	2.75	2.87	3.00	3.11	3.19	3.25	3.28	3.30	3.31
60	2.83	3.01	3.20	3.37	3.52	3.62	3.68	3.72	3.74
65	2.91	3.14	3.40	3.68	3.92	4.11	4.24	4.31	4.35
70	2.97	3.24	3.59	3.97	4.36	4.69	4.95	5.11	5.20
75	3.01	3.32	3.73	4.23	4.79	5.33	5.79	6.12	6.31
80	3.03	3.37	3.83	4.43	5.16	5.96	6.73	7.34	7.75
85	3.05	3.40	3.89	4.56	5.43	6.50	7.66	8.70	9.48
90	3.06	3.41	3.92	4.64	5.62	6.91	8.46	10.05	11.39
95	3.06	3.42	3.94	4.68	5.73	7.19	9.09	11.24	13.28

More Information About Our Payment Options

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.

PART 8: SPECIAL ENHANCED LIFE INCOME OPTIONS

If both the Policy and the Annuitant meet Eligibility Requirements detailed in this Part of the Policy, You may be entitled to apply some or all of the value of the Policy to provide a Life Income that is higher than that otherwise available under Part 7: The Payment Options. If You are entitled to do so, You may choose an Option from this Part under which You want the annuity payments to be made. Even if the Policy and Annuitant meet the Eligibility Requirements, it is not mandatory that You elect to make use of this Special Enhanced Life Income. All of the other benefits of this Policy, including those under Part 7: The Payment Options, are unaffected by the presence of these benefit options. None of the provisions of Part 7 apply to the Special Enhanced Life Income Options available under this Part.

Election Date

The Election Date is the date We receive a request from You electing to use some or all of the value of Your Policy to provide an annuity (see the Cash Value provision of this Policy) under the provisions of this Part of the Policy. The request must be in a form acceptable to us.

Commencement Date

The Commencement Date is the date We approve all proofs required by this Part; if this date is on a 29th, 30th, or 31st of a month, the Commencement Date is the next business day on or following the subsequent 1st of a month.

Activities of Daily Living

The Activities of Daily Living are:

1. *Bathing*: washing oneself by sponge bath or in either a tub or shower, including the tasks of getting into or out of the shower;
2. *Dressing*: putting on and taking off all items of clothing and any required braces, fasteners, or artificial limbs;
3. *Transferring*: moving into and out of a bed, chair, or wheelchair;
4. *Toileting*: getting to and from the toilet, getting on and off the toilet, and performing related personal hygiene;
5. *Continence*: ability to maintain control of bowel and bladder function or, when not able to maintain control of bowel or bladder function, ability to perform related personal hygiene (including caring for catheter or colostomy bag);
6. *Eating*: feeding oneself by getting food into the body from a receptacle (such as a cup, plate, or table) or by feeding tube or intravenously.

Without Substantial Assistance

Without Substantial Assistance means:

1. without the physical assistance of another person, the Annuitant would be unable to perform the Activity of Daily Living; or
2. the presence of another person within arm's reach of the Annuitant is necessary to prevent, by physical intervention, injury to the Annuitant while the Annuitant performs the Activity of Daily Living.

Eligibility Requirements

The Eligibility Requirement for the Policy is that it has been in force at least five (5) years on the date the Special Enhanced Life Income commences.

The Eligibility Requirements for the Annuitant are the following.

1. The Annuitant must be a U.S. resident.
2. The Annuitant must be at least fifty-five (55) years old and no more than ninety (90) years old on the Commencement Date.
3. We must receive proof satisfactory to Us that the Annuitant is unable to perform, without Substantial Assistance from another individual, at least two (2) of the six (6) Activities of Daily Living (ADLs) defined above. This inability to perform the ADLs must be due to a permanent loss of functional capacity, and should We choose to use an independent health care professional (see How to Elect a Special Enhanced Life Income later in this Part) that person must agree and document that the loss is expected to be permanent.

Special Enhanced Life Income Payment Options (Option 4)

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 4. We will pay the monthly income to the named person for the certain period selected and then for as long as the Annuitant is alive. The money applied under the Special Enhanced Life Income Option cannot be withdrawn once payments begin.

If the Commencement Date is ten (10) or more years after the Issue Date of this Policy, We will increase the amount of the Special Enhanced Life Income by 10% of the amount otherwise payable.

The first payment is due on the Commencement Date, but We may take up to thirty (30) days for accounting and administration before We make the first payment. Payments after the first are due on the same day of the month as the Commencement Date. Monthly Income payments are illustrated, but other frequencies of payments may be available. The following Special Enhanced Life Income Payment Options are available.

4(a) Payments for Life Only

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

4(b) Payments for Life with Thirty (30) Months Guaranteed

We will make equal monthly payments for 30 months and then for as long as the Annuitant is alive.

4(c) Payments for Life with Sixty (60) Months Guaranteed

We will make equal monthly payments for 60 months and then for as long as the Annuitant is alive.

4(d) Payments for Life with One Hundred Twenty (120) Months Guaranteed

We will make equal monthly payments for 120 months and then for as long as the Annuitant is alive.

The values in Table 4 are based on the Annuitant's age (nearer birthday) on the Commencement Date. We may require proof of age. The values in this table are based on interest guaranteed at a 1% annual effective rate and a substandard a2000 Individual Annuity Mortality Table with a 1% improvement per year for fifteen years after election.

Table 4 - Special Enhanced Life Income Payments (Per \$1,000)								
If the Annuitant is Male					If the Annuitant is Female			
Age	4(a) Life Only	4(b) Life with 30 Mos.	4(c) Life with 60 Mos.	4(d) Life with 120 Mos.	4(a) Life Only	4(b) Life with 30 Mos.	4(c) Life with 60 Mos.	4(d) Life with 120 Mos.
55	7.03	6.92	6.65	5.83	5.25	5.21	5.10	4.73
56	7.15	7.04	6.75	5.90	5.34	5.30	5.18	4.79
57	7.28	7.16	6.86	5.97	5.44	5.39	5.27	4.86
58	7.41	7.29	6.97	6.04	5.53	5.48	5.35	4.92
59	7.55	7.42	7.09	6.11	5.62	5.57	5.43	4.98
60	7.71	7.57	7.22	6.19	5.72	5.67	5.52	5.04
61	7.88	7.74	7.36	6.26	5.82	5.76	5.60	5.10
62	8.06	7.90	7.50	6.34	5.92	5.86	5.69	5.16
63	8.24	8.08	7.64	6.41	6.01	5.95	5.77	5.22
64	8.43	8.26	7.78	6.48	6.11	6.04	5.85	5.27
65	8.63	8.43	7.93	6.55	6.20	6.13	5.94	5.33
66	8.83	8.61	8.06	6.62	6.30	6.23	6.02	5.39
67	9.02	8.78	8.19	6.68	6.39	6.31	6.10	5.45
68	9.19	8.94	8.31	6.74	6.49	6.40	6.18	5.50
69	9.35	9.09	8.42	6.79	6.58	6.49	6.26	5.56
70	9.50	9.22	8.52	6.84	6.67	6.58	6.34	5.63
71	9.63	9.33	8.61	6.89	6.77	6.67	6.42	5.69
72	9.75	9.44	8.70	6.94	6.87	6.77	6.51	5.76
73	9.87	9.55	8.80	6.98	6.97	6.87	6.60	5.84
74	10.00	9.67	8.89	7.03	7.08	6.98	6.71	5.93
75	10.15	9.82	9.01	7.09	7.21	7.10	6.82	6.02
76	10.35	9.99	9.14	7.15	7.36	7.25	6.96	6.13
77	10.54	10.16	9.26	7.21	7.52	7.41	7.11	6.25
78	10.72	10.32	9.38	7.27	7.71	7.59	7.28	6.37
79	10.90	10.48	9.50	7.33	7.92	7.80	7.47	6.51
80	11.08	10.64	9.63	7.39	8.17	8.05	7.70	6.67
81	11.28	10.82	9.77	7.46	8.50	8.36	7.98	6.83
82	11.48	11.00	9.91	7.54	8.86	8.70	8.28	7.00
83	11.70	11.20	10.07	7.62	9.26	9.08	8.61	7.17
84	11.95	11.43	10.26	7.70	9.71	9.51	8.97	7.33
85	12.25	11.71	10.47	7.79	10.23	10.00	9.36	7.50
86	12.64	12.05	10.72	7.89	10.85	10.57	9.80	7.66
87	13.06	12.42	10.99	7.98	11.52	11.17	10.24	7.81
88	13.53	12.83	11.28	8.08	12.24	11.81	10.68	7.94
89	14.06	13.30	11.60	8.17	13.01	12.47	11.14	8.07
90	14.69	13.85	11.95	8.26	13.83	13.17	11.58	8.18

Amounts Too Small

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

Limitations and Exclusions

The requirement of the need for Substantial Assistance shall not have been met if that need was:

1. caused by any war or any act of war (whether declared or undeclared); or
2. caused by participation in a felony, riot, or insurrection; or
3. intentionally self-inflicted; or
4. required as a result of alcoholism or drug addiction (unless the addiction was the result of administration of the drugs as part of a legitimate treatment by a licensed physician).

If You choose to apply less than the full value of this Policy to provide a Special Enhanced Life Income, the annualized amount of the payments must be at least \$1,000.00.

You agree that We must be notified in a timely fashion of the Annuitant's death and that the responsible individuals must return any payments made after the date of the Annuitant's death not guaranteed by the option chosen.

The Annuitant must be available in the United States prior to the Commencement Date and at least once every twelve (12) months following the Commencement Date to prove continued life status. If the Annuitant is not available during this period, We will assume the Annuitant is not living and will stop payments after the guaranteed period, if any, under the provisions of this Part of the Policy. If this happens and the Annuitant later proves his or her continued life status in the United States, We will pay any payments that were not made in a lump sum and commence subsequent payments.

How to Elect a Special Enhanced Life Income

If You believe the requirements for the Special Enhanced Life Income are met, You can notify Us by contacting Us in writing at the address on the Policy cover. You should include:

1. Your Policy Number (see Data Pages);
2. Your name;
3. the Annuitant's name, if different;
4. the Activities of Daily Living with which the Annuitant needs Substantial Assistance; and
5. the nature of the Annuitant's need for Substantial Assistance.

In order to determine whether You are eligible for Special Enhanced Life Income:

1. We have the right to have the Annuitant examined by an independent health care professional contracted by Us to provide such services at Our expense, and We have the right to conduct an on-site assessment.
2. The Annuitant and/or the Annuitant's legally-qualified representative must cooperate with Us so that the independent health care professional can obtain satisfactory proof from the Annuitant, the Annuitant's physician(s), the Annuitant's care-giver(s), and/or other persons familiar with the Annuitant's condition.
3. We may require and We must be given access to the Annuitant's medical and/or care-giver records to obtain information about the Annuitant's condition.

After we have received all information we deem necessary, including information we request from you and all information we request or seek in the above three instances, we will approve or deny your request for Special Enhanced Life Income as soon as reasonably possible. Within ten (10) days of having received all necessary information, we will send you written notice of Our decision or of Our need for additional time and the reason for that need. At the end of every subsequent forty-five (45) days, until We approve or deny your request for Special Enhanced Life Income, We will send you notice of Our need for additional time and the reason for that need.

If We deny the eligibility for Special Enhanced Life Income, We will review Our decision if You ask that We do so, in writing, within sixty (60) days of receiving Our decision to deny. Your request should provide us the following:

1. the reason You disagree with Our decision;
2. facts and/or factors You believe We should consider in Our review;
3. whom We may contact (please include names and complete contact information) to gather any additional pertinent information regarding the Annuitant's need for Substantial Assistance.

Within sixty (60) days of the day We receive Your request, We will review the denial and make a final decision. Our final decision will be in writing; and, if it is a denial, We will include Our specific reasons for the denial and make available all information directly relating to such denial.

At any time prior to the Commencement Date, You may revoke Your election.



Application for Annuity

Life Insurance Company of the Southwest (LSW) • 1300 W. Mockingbird Ln. • Dallas, TX 75247-4921 • Customer 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		123-45-678	09/01/73	35	M
Home Address		City	State	Zip Code	
123 Main Street		Dallas	TX	71012	
Home Phone Number	Home Fax Number	Home e-mail Address			
111-221-8912		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

S0308

Amount Paid with Application Premium Allocation - Must be whole numbers and sum to 100%. Selection required for Indices and Interest Accounts.

\$10,000

Rollover/Transfer/1035 (Approximate)

S&P 500		Select Only One Index	
(Ending Index Rate Option 1	(10%)	(Russell 2000) <input type="checkbox"/>	(Index #4) <input type="checkbox"/>
(Ending Index Rate Option 2	(10%)	(Index #3) <input type="checkbox"/>	(Index #5) <input type="checkbox"/>
(Average Index	(10%)	(Ending Index Rate Option 1)	(10%)
		(Ending Index Rate Option 2)	(10%)

Declared Interest Account (50%)

Section IV – Plan Selected SecurePlus® Premier 10

S0403

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, know that replacement of existing life insurance or an existing annuity is or may be involved in the purchase of this annuity?

Yes No Applicant Initials _____

Do you, the agent, know that replacement of existing life insurance or an existing annuity is or may be involved in the purchase of this annuity?

Yes No Agent Initials _____

If answered yes to either or both questions, appropriate replacement and exchange forms must be completed.

Section VII – Remarks

S0701

Section VIII – For Home Office Endorsement Only

S0801

(Not applicable in Pennsylvania or West Virginia)

Section IX – Fraud Warnings and Notices

S0901

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

S1102

Dated at (city/state) Dallas, TX on (month/day/year) 03/03/2009

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 John Smith Soliciting Agent (print) John Smith Agent No. 1234 Percent 100

Agent Phone Number 213-811-2231 Other Agent (print) _____ Agent No. _____ Percent _____

Trail Commission Option for Premier 10

Section XII – Disclosure Information

S1202

I have received a copy of the disclosure material and understand that the results shown, other than the guaranteed minimum values, are not guarantees, promises or warranties.

Applicant Signature John Doe Date 03/03/2009

I certify that the disclosure material has been presented to the applicant and a copy was provided to the applicant. I have not made statements that differ from this material nor have I made any promises about the expected future equity values of this contract.

Agent Signature John Smith Date 03/03/2009

Single Premium Indexed and Declared Interest Deferred Annuity. Benefits may be calculated based on the movement of an index or stipulated interest rates. Minimum underlying values. Income payments start on the Annuity Date. Death Benefit payable before the Annuity Date. Nonparticipating.



SERFF Tracking Number: NALF-126092072 State: Arkansas
 Filing Company: Life Insurance Company of the Southwest State Tracking Number: 42095
 Company Tracking Number: 7990
 TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed
 Product Name: Premier 10
 Project Name/Number: Premier 10/7990

Supporting Document Schedules

	Item Status:	Status Date:
<p>Satisfied - Item: Flesch Certification Comments: Attachments: AR Certification.pdf AR Readability.pdf AR EIA Certification.pdf</p>		
<p>Satisfied - Item: Application Comments: We will use previously approved application 7909, approved in Arkansas on April 30, 2001.</p>		
<p>Satisfied - Item: Cover Letter Comments: Attachment: AR-7990 Cover Letter.pdf</p>		
<p>Satisfied - Item: Third Party Authorization Comments: Attachment: Third Party Authorization.pdf</p>		
<p>Satisfied - Item: NAIC Transmittal</p>		

SERFF Tracking Number: NALF-126092072 State: Arkansas
Filing Company: Life Insurance Company of the Southwest State Tracking Number: 42095
Company Tracking Number: 7990
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed
Product Name: Premier 10
Project Name/Number: Premier 10/7990

Comments:

Attachment:

AR NAIC Transmittal Document.pdf

Item Status:

Status

Date:

Satisfied - Item: Statement of Variability

Comments:

Attachment:

7990-Statement of Variability.pdf

Item Status:

Status

Date:

Satisfied - Item: Summary/Application

Comments:

Attachment:

9956(0309)-Summary Application.pdf

Arkansas Certification

Re: 7990, Single Premium Indexed & Declared Interest 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

March 31, 2009
Date

Arkansas Certification

This is to certify that the attached Form Number **7990** has achieved a Flesch Reading Score of 68.3 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

April 7, 2009
Date



**Arkansas Certification of Compliance with External Index Guidelines
Policy Form 7990**

1. I certify that Life Insurance Company of the Southwest has reviewed and evaluated the contract summary disclosure which will be used with the submitted policy form. I also certify that the contract summary is in no way deceptive, confusing or misleading and provides the information as provided in the External Index Contract Guidelines document.
2. I certify that Indexed policies will not be solicited by a person who is not trained and qualified. In making this statement, I am relying on assurances given me by the Senior Vice President of Sales and the Vice President of Marketing.
3. I certify that Life Insurance Company of the Southwest will address external-indexed contracts separately in the annual (Section 8) actuarial opinion and memorandum addressing each year the amount and type of assets held and the level of reserves and how developed.
4. I certify that Life Insurance Company of the Southwest will establish and maintain a detailed file defining the system for hedging. Such file will include the results of regular analysis of the effectiveness of the system.

Michael C. Ward, FSA, MAAA
Vice-President, Actuarial

April 21, 2009
Date



April 10, 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
Single Premium Indexed and Declared Interest Deferred Annuity Policy Form No. 7990**

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

Policy Form Readability Statistics: The policy has a Flesch Readability Score of 68.3.

Policy Form Description: The policy is a non-registered, single premium, fixed deferred annuity with optional fixed-rate and equity-indexed components.

Minimum and Maximum Issue Ages, Maturity Age. The minimum and maximum issue ages are 0 and 80, respectively. Maturity is fixed at attained age 99.

Benefits. Some of the benefits that are available under the policy include partial withdrawal of Cash Value, full surrender for the Cash Value, a death benefit payable upon death of the Owner, and annuitization. The policy matures at attained age 99 of the Annuitant.

Policy Value. The policy provides a guaranteed Cash Value not less than an accumulation of the Net Single Premium at interest *without surrender penalty*, the particulars of which are guaranteed in the policy form and meet the requirements of the Standard Nonforfeiture Law for Deferred Annuities. This value is termed the *Policy Value*.

The Policy Value is an accumulation of 87.5% of the Net Single Premium, with interest compounded daily. The Policy Value is charged with partial withdrawals of the Cash Value without imposition of a surrender penalty. The guaranteed interest applied is a variable rate based on the 5-year Treasury Constant Maturity rate of not more than 3.00% and not less than 2.45% for the first six Policy Years and not more than 3.00% and not less than 1.00% for Policy Years seven and later. *The minimum interest rate to be credited for any given policy will not be redetermined subsequent to issue.*

Accumulation Value. The policy also has an Accumulation Value that can give rise to a Cash Value higher than the minimum guaranteed value. Within the Accumulation Value, there are no fewer than one (1) and no more than six (6) interest crediting accounts (generally, Interest Accounts) established at the direction of the owner. These Interest Accounts offer optional interest-crediting methods and are fully described in the actuarial memorandum:

- the Declared-Interest Account;
- two annual point-to-point (“European”) Indexed Interest Accounts, with the same guarantees but different current non-guaranteed elements, linked to changes in the S&P 500[®] Index;
- one annual point-to-daily-average (“Asian”) Indexed Interest Account, linked to values of the S&P 500[®] Index; and
- two annual point-to-point (“European”) Indexed Interest Accounts, with the same guarantees (equal to those of the S&P 500[®] annual point-to-point Indexed Interest Accounts) but different current non-guaranteed elements, linked to changes in a second index.

The Optional Index against which the last two accounts will be measured is intended to be chosen by the owner at time of application from a list of available indexes. Currently the only index on this list is the Russell 2000®. Such a list might later include, in addition to the Russell 2000, the Dow Jones Industrial Average, the NASDAQ-100, the German DAX, one or more of the British FTSE indices, or the Dow Jones Wilshire 5000 Total Stock Market Index. This list is hypothetical as we have not contracted with any providers of the indices other than S&P 500® and Russell 2000®. Only widely-published, unambiguous, measurable composite indices with a stable market for options will be chosen for the list.

The percentage of the gross single premium allocated to the Accumulation Value is 100% (less any applicable front-end state premium tax), divided into these Interest Accounts at the owner's direction. Reallocation of values subsequent to issue between and among such accounts is provided. These accounts offer non-guaranteed elements declared in advance.

The Accumulation Value is subject to a surrender penalty, termed a Withdrawal Charge, which declines to zero over 10 policy years. It is 12% in the first two policy years. It reduces by one percent per year for the next seven policy years. It reduces by two percent in the tenth policy year. The Withdrawal Charge is zero after the tenth policy year. After the first (1st) policy year, reductions due to a partial withdrawal from the Cash Value are not subject to a Withdrawal Charge to the extent the withdrawal does not exceed ten percent (10%) of the Accumulation Value. Other than the Withdrawal Charge, the Accumulation Value is not subject to loads. Partial withdrawals above this penalty-free amount or during the first policy year include the amount of applicable Withdrawal Charge. After the first (1st) policy year, reductions due to a partial withdrawal from the Cash Value are not subject to a Withdrawal Charge to the extent the withdrawal does not exceed ten percent (10%) of the Accumulation Value. Other than the Withdrawal Charge, the Accumulation Value is not subject to loads. Partial withdrawals above this penalty-free amount or during the first policy year include the amount of applicable Withdrawal Charge.]

Cash Value. If the Accumulation Value less Withdrawal Charge exceeds the Policy Value, then the former is the Cash Value. If this is not true, then the Cash Value is the Policy Value.

Bonus Accumulation Value. The Bonus Accumulation Value ("BAV") is an account that LSW establishes at issue as a percent of the Accumulation Value. During the first five policy years the BAV equals ten percent times the Accumulation Value. The BAV grows with interest in the same manner as the policy's Accumulation Value. On the policy's sixth through tenth anniversaries, the BAV is transferred to the Accumulation Value.

Annuitization. Every LSW annuity offers the Owner the ability to use its value to provide an income. In addition to the standard payment options, this policy form contains a benefit for enhanced settlement options if the Annuitant meets certain requirements identified in the form. This benefit is called the Special Enhanced Life Income and has been submitted in previous forms approved by your department. The Special Enhanced Life Income provision provides guarantees of higher income than would otherwise be available if specified circumstances exist. Those circumstances are that the Annuitant is proven to be unable to perform at least two of six Activities of Daily Living without Substantial Assistance from another individual, and that his or her need for this assistance is expected to be permanent as a result of the loss of functional capacity.

Registration. Life Insurance Company of the Southwest obtained opinions on similar plans from a recognized attorney in securities law as to the fact that registration is not required.

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

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

Policy Form Disclosure Material. A Policy Summary (disclosure) will be the primary advertising piece for this product. A draft of the summary/application, Form No. 9956(0309) is enclosed with this filing. A buyer must initial each page, indicating that he or she has read the page, and must then sign the last page

of the summary. The summary is attached to and must be submitted with the application, and a copy of the executed policy summary is included with the policy when it is mailed to the new policy owner. **No policy will be issued without an appropriately initialed and signed policy summary.**

Previously Approved Riders and Endorsements Used with the Policy form. Several of our previously approved riders and endorsements may 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
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
Loan Rider	7974	11/30/2007
Guaranteed Lifetime Income Rider	7960	12/06/2007

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

Policy Form Actuarial Requirements. A Memorandum demonstrating compliance of the policy form with the Standard Valuation Law and the Standard Nonforfeiture Law for Deferred Annuities are enclosed.

Filing Fees. Filing fees, if applicable, are enclosed. Our domiciliary state, Texas, requires a filing fee of \$100.00 for this filing.

Filing In Other Jurisdictions. The form is being filed simultaneously in our domiciliary state, Texas. 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

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.

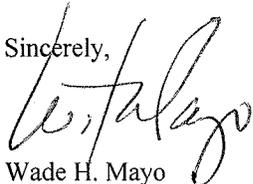
All questions and comments regarding this filing should first be addressed to Mr. Law. I stand ready, however, to answer for Life Insurance Company of the Southwest directly should that need arise.

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

Life, Accident & Health, Annuity, Credit Transmittal Document

1.	Prepared for the State of	
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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 _____	

LH FFA-1

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 _____	

LH RFA-1

Form No. 7990 - Statement of Variability

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

Variable for the Annuity Date in the Policy Data Section:

- [March 28, 2073] - is the anniversary for attained age 99 of the Owner

Variable for the Single Premium under the Coverage Section:

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

Optional Index – chosen by the owner at the time of application from a list of available indexes. The only index currently on this list is the Russell 2000[®]. The list might later include any of the following:

- Dow Jones Industrial Average
- Dow Jones Wilshire 5000 Total Stock Market Index
- NASDAQ-100
- DAX (German)
- FTSE (British)
- Other widely-published, unambiguous, measurable composite indices with a stable market for options

This list is hypothetical as Life Insurance Company of the Southwest has not contracted with any providers of indices other than S&P 500[®] and Russell 2000[®].

Variables for the Initial Index Values for the two indexes - The value of each of the two indexes on the Issue Date of the Policy.

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

- Policy Value Interest Rate for policy years one through six – (2.45% to 3.00%); for policy years seven and later – (1.00% to 3.00%). The methodology for setting such rates is listed in the next section. If the rates for all policy years are the same, i.e. 3% for all policy years, the text will be the following with the applicable rates inserted:
 - The interest rate credited to the Policy Value is [3.00%] in all policy years.If the rate to be credited for years one through six is different than the rate to be credited in years seven and later, the text will be the following with applicable rates inserted:
 - The interest rate credited to the Policy Value is [2.45%] in policy years one through six. It is [1%] in policy years seven and later.
- Declared Interest Account Declared Rate in effect on the Issue Date – (1.00% to 35.00%)
- Minimum Declared Interest Account Declared Rate for policy years one through six – (2.45% to 3.00%); for policy years seven and later – (1.00% to 3.00%). The methodology for setting such rates is listed in the next section. The text for the minimum rates for the Declared Interest Account will vary in a similar fashion as the language for the Policy Value interest rate. If the minimum rates for all policy years are the same, i.e. 3% for all policy years, the text will be the following with the applicable rate inserted:
 - The minimum rate is [3.00%] in all policy years.If the minimum guaranteed rate for years one through six is different from the minimum guaranteed rate for years seven and later, the text will be the following with applicable rates inserted:
 - The minimum rate is [2.45%] in policy years one through six. It is [1%] in policy years seven and later.
- Index Rate for any Indexed Interest Account – (30% to 200%)
- Cap for any Indexed Interest Account – (3% to NO CAP)

Determination of the Policy Value Interest Rate and the Minimum Declared Interest Account Declared Rate

The minimum rates 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 2.45% in years one through six and not less than 1% in years seven and later.

Sample Calculation Nonforfeiture Rate for Current Issues

The policy form submitted with an Issue Date of March 28, 2009 would use the rate of 1.60% reported by the Federal Reserve for the month of January 2009. The rate is rounded to the nearest 1/20th of 1% with a result of 1.60%. That rate is then reduced by 125 basis points with a result of 0.35%. This is less than both 2.45% and 1.00%, so the floor of 2.45% in policy years one through six and 1.00% in policy years seven and later becomes effective for policies issued in the month of March, 2009.

Table 2 – Life Income Payments

- There are two sets of factors for Table 2 – Life Income Payments
 - These rates will print automatically based on the following criteria taken from the application:
 - If the policy is issued as non-qualified or individual retirement annuity

<i>Table 2 - Life Income Payments</i>								
<i>(Per \$1,000)</i>								
	Life Only	Life with 30 mos	Life with 60 mos	Life with 120 mos	Life Only	Life with 30 mos	Life with 60 mos	Life with 120 mos
Age	Table 2 male				Table 2 female			
55	3.26	3.26	3.25	3.23	2.99	2.99	2.99	2.98
56	3.34	3.34	3.33	3.31	3.06	3.06	3.06	3.05
57	3.43	3.43	3.42	3.39	3.14	3.14	3.14	3.12
58	3.53	3.53	3.52	3.48	3.23	3.22	3.22	3.20
59	3.63	3.63	3.62	3.58	3.31	3.31	3.31	3.29
60	3.74	3.74	3.73	3.68	3.41	3.40	3.40	3.37
61	3.85	3.85	3.84	3.78	3.50	3.50	3.50	3.47
62	3.98	3.97	3.96	3.90	3.61	3.61	3.60	3.56
63	4.11	4.10	4.09	4.01	3.72	3.72	3.71	3.67
64	4.25	4.24	4.22	4.14	3.84	3.83	3.82	3.78
65	4.40	4.39	4.37	4.27	3.96	3.96	3.95	3.89
66	4.56	4.55	4.52	4.40	4.10	4.09	4.08	4.02
67	4.73	4.72	4.69	4.54	4.24	4.24	4.22	4.15
68	4.91	4.90	4.86	4.69	4.39	4.39	4.37	4.28
69	5.11	5.09	5.04	4.84	4.56	4.55	4.53	4.43
70	5.31	5.30	5.24	5.00	4.74	4.73	4.70	4.58
71	5.53	5.51	5.45	5.17	4.93	4.92	4.89	4.74
72	5.77	5.74	5.66	5.34	5.14	5.13	5.09	4.91
73	6.02	5.99	5.90	5.51	5.37	5.35	5.30	5.09
74	6.29	6.26	6.14	5.69	5.61	5.59	5.53	5.27
75	6.58	6.54	6.40	5.87	5.88	5.85	5.78	5.47
76	6.89	6.84	6.67	6.06	6.16	6.13	6.04	5.67
77	7.23	7.16	6.96	6.24	6.47	6.44	6.33	5.87
78	7.58	7.50	7.27	6.43	6.81	6.77	6.63	6.08
79	7.97	7.87	7.59	6.62	7.17	7.12	6.95	6.29
80	8.38	8.26	7.92	6.80	7.57	7.50	7.30	6.50
81	8.82	8.68	8.27	6.98	8.00	7.92	7.66	6.71
82	9.29	9.12	8.64	7.16	8.47	8.37	8.05	6.92
83	9.79	9.59	9.01	7.33	8.98	8.85	8.45	7.12

84	10.33	10.08	9.40	7.49	9.53	9.36	8.87	7.31
85	10.91	10.61	9.80	7.64	10.13	9.92	9.31	7.48
86	11.53	11.16	10.20	7.78	10.77	10.51	9.76	7.65
87	12.19	11.74	10.62	7.91	11.46	11.13	10.21	7.80
88	12.89	12.35	11.03	8.03	12.20	11.78	10.67	7.94
89	13.63	12.99	11.45	8.14	12.99	12.46	11.14	8.07
90	14.43	13.65	11.86	8.25	13.83	13.17	11.58	8.18
91				8.34				8.28
92				8.42				8.37
93				8.49				8.45
94				8.55				8.51
95				8.60				8.57
96				8.65				8.62
97				8.68				8.66
98				8.71				8.70
99				8.73				8.72

The values in Table 2 on the following page are based on the Annuitant's age (nearer birthday) on the Annuity Date. We may require proof of age. The values in this table are based on interest guaranteed at a 1% annual effective rate and the a2000 Individual Annuity Mortality table with a 1% improvement per year for fifteen years after election. Amounts of income for any age not shown will be furnished on request.

- If the policy is issued as qualified tax sheltered annuity blended rates will print

<i>Table 2 - Life Income Payments</i>				
<i>(Per \$1,000)</i>				
age on Commencement Date	2(a) Life Only	2(b) Life with 30 Mos	2(c) Life with 60 Mos	2(d) Life with 120 Mos
55	3.10	3.10	3.09	3.08
56	3.18	3.17	3.17	3.15
57	3.26	3.26	3.25	3.23
58	3.35	3.35	3.34	3.32
59	3.44	3.44	3.43	3.40
60	3.54	3.54	3.53	3.50
61	3.64	3.64	3.63	3.59
62	3.75	3.75	3.74	3.70
63	3.87	3.87	3.86	3.81
64	4.00	4.00	3.98	3.92
65	4.13	4.13	4.11	4.04
66	4.28	4.27	4.25	4.17
67	4.43	4.43	4.40	4.31
68	4.60	4.59	4.56	4.45
69	4.78	4.77	4.73	4.60
70	4.96	4.95	4.92	4.75
71	5.17	5.15	5.11	4.91
72	5.39	5.37	5.32	5.08
73	5.62	5.60	5.54	5.26
74	5.88	5.85	5.77	5.44
75	6.15	6.12	6.03	5.63
76	6.45	6.41	6.29	5.83
77	6.77	6.72	6.58	6.02
78	7.11	7.06	6.88	6.22
79	7.48	7.42	7.21	6.43
80	7.89	7.80	7.55	6.63
81	8.32	8.22	7.90	6.82
82	8.79	8.66	8.28	7.02
83	9.30	9.14	8.68	7.20
84	9.85	9.65	9.08	7.38
85	10.44	10.19	9.51	7.55

86	11.07	10.77	9.94	7.70
87	11.75	11.37	10.38	7.85
88	12.48	12.01	10.82	7.98
89	13.25	12.67	11.26	8.10
90	14.06	13.36	11.69	8.21
91				8.30
92				8.39
93				8.46
94				8.53
95				8.59
96				8.63
97				8.67
98				8.70
99				8.72

The values in Table 2 are based on the Annuitant's age (nearer birthday) on the Annuity Date. We may require proof of age. The values in this table are based on interest guaranteed at a 1% annual effective rate and the a2000 Individual Annuity Mortality Table blended for unisex use with a 1% improvement per year for fifteen years after election. Amounts of income for any age not shown will be furnished on request.

Table 3 – Monthly Life Income While Either Person Lives

- There are two sets of factors for Table 3 – Monthly Life Income While Either Person Lives
 - These rates will print automatically based on the following criteria taken from the application:
 - If the policy is issued as non-qualified or individual retirement annuity

<i>Table 3 - Monthly Life Income While Either Person Lives (Per \$1,000)</i>									
Male Age	Female Age --->								
	55	60	65	70	75	80	85	90	95
55	2.75	2.87	3.00	3.11	3.19	3.25	3.28	3.30	3.31
60	2.83	3.01	3.20	3.37	3.52	3.62	3.68	3.72	3.74
65	2.91	3.14	3.40	3.68	3.92	4.11	4.24	4.31	4.35
70	2.97	3.24	3.59	3.97	4.36	4.69	4.95	5.11	5.20
75	3.01	3.32	3.73	4.23	4.79	5.33	5.79	6.12	6.31
80	3.03	3.37	3.83	4.43	5.16	5.96	6.73	7.34	7.75
85	3.05	3.40	3.89	4.56	5.43	6.50	7.66	8.70	9.48
90	3.06	3.41	3.92	4.64	5.62	6.91	8.46	10.05	11.39
95	3.06	3.42	3.94	4.68	5.73	7.19	9.09	11.24	13.28

The values in Table 3 are based on the Annuitants' ages (nearer birthday) on the Annuity Date. We may require proof of ages. The values in this table are based on interest guaranteed at a 1% annual effective rate and the a2000 Individual Annuity Mortality Table with a 1% improvement per year for fifteen years after election. Amounts of income for any ages not shown will be furnished on request.

- If the policy is issued as qualified tax sheltered annuity

<i>Table 3 - Monthly Income While Either Annuitant Lives (Per \$1,000)</i>									
First Age	Second Age								
	55	60	65	70	75	80	85	90	95
55	2.74	2.85	2.94	3.03	3.08	3.12	3.14	3.15	3.16
60	2.85	3.00	3.16	3.29	3.40	3.47	3.51	3.53	3.55
65	2.94	3.16	3.39	3.62	3.80	3.94	4.03	4.08	4.11
70	3.03	3.29	3.62	3.96	4.28	4.53	4.71	4.82	4.89

75	3.08	3.40	3.80	4.28	4.77	5.22	5.57	5.82	5.96
80	3.12	3.47	3.94	4.53	5.22	5.93	6.58	7.08	7.41
85	3.14	3.51	4.03	4.71	5.57	6.58	7.62	8.54	9.24
90	3.15	3.53	4.08	4.82	5.82	7.08	8.54	10.02	11.28
95	3.16	3.55	4.11	4.89	5.96	7.41	9.24	11.28	13.24

The values in Table 3 are based on the Annuitants' ages (nearer birthday) on the Annuity Date. We may require proof of ages. The values in this table are based on interest guaranteed at a 1% annual effective rate and the a2000 Individual Annuity Mortality Table blended for unisex use with a 1% improvement per year for fifteen years after election. Amounts of income for ages not shown will be furnished on request.

Table 4 – Special Enhanced Life Income Payments

- There are two sets of factors for Table 4 – Special Enhanced Income Payments
 - These rates will print automatically based on the following criteria taken from the application:
 - If the policy is issued as non-qualified or individual retirement annuity

<i>Table 4 - Special Enhanced Life Income Payments</i> (Per \$1,000)								
age on Commencement Date	If the Annuitant is Male				If the Annuitant is Female			
	4(a)	4(b)	4(c)	4(d)	4(a)	4(b)	4(c)	4(d)
	Life Only	Life / 30 Mos	Life / 60 Mos	Life/120 Mos	Life Only	Life / 30 Mos	Life / 60 Mos	Life/120 Mos
55	7.03	6.92	6.65	5.83	5.25	5.21	5.10	4.73
56	7.15	7.04	6.75	5.90	5.34	5.30	5.18	4.79
57	7.28	7.16	6.86	5.97	5.44	5.39	5.27	4.86
58	7.41	7.29	6.97	6.04	5.53	5.48	5.35	4.92
59	7.55	7.42	7.09	6.11	5.62	5.57	5.43	4.98
60	7.71	7.57	7.22	6.19	5.72	5.67	5.52	5.04
61	7.88	7.74	7.36	6.26	5.82	5.76	5.60	5.10
62	8.06	7.90	7.50	6.34	5.92	5.86	5.69	5.16
63	8.24	8.08	7.64	6.41	6.01	5.95	5.77	5.22
64	8.43	8.26	7.78	6.48	6.11	6.04	5.85	5.27
65	8.63	8.43	7.93	6.55	6.20	6.13	5.94	5.33
66	8.83	8.61	8.06	6.62	6.30	6.23	6.02	5.39
67	9.02	8.78	8.19	6.68	6.39	6.31	6.10	5.45
68	9.19	8.94	8.31	6.74	6.49	6.40	6.18	5.50
69	9.35	9.09	8.42	6.79	6.58	6.49	6.26	5.56
70	9.50	9.22	8.52	6.84	6.67	6.58	6.34	5.63
71	9.63	9.33	8.61	6.89	6.77	6.67	6.42	5.69
72	9.75	9.44	8.70	6.94	6.87	6.77	6.51	5.76
73	9.87	9.55	8.80	6.98	6.97	6.87	6.60	5.84
74	10.00	9.67	8.89	7.03	7.08	6.98	6.71	5.93
75	10.15	9.82	9.01	7.09	7.21	7.10	6.82	6.02
76	10.35	9.99	9.14	7.15	7.36	7.25	6.96	6.13
77	10.54	10.16	9.26	7.21	7.52	7.41	7.11	6.25
78	10.72	10.32	9.38	7.27	7.71	7.59	7.28	6.37
79	10.90	10.48	9.50	7.33	7.92	7.80	7.47	6.51
80	11.08	10.64	9.63	7.39	8.17	8.05	7.70	6.67
81	11.28	10.82	9.77	7.46	8.50	8.36	7.98	6.83
82	11.48	11.00	9.91	7.54	8.86	8.70	8.28	7.00
83	11.70	11.20	10.07	7.62	9.26	9.08	8.61	7.17
84	11.95	11.43	10.26	7.70	9.71	9.51	8.97	7.33
85	12.25	11.71	10.47	7.79	10.23	10.00	9.36	7.50
86	12.64	12.05	10.72	7.89	10.85	10.57	9.80	7.66
87	13.06	12.42	10.99	7.98	11.52	11.17	10.24	7.81
88	13.53	12.83	11.28	8.08	12.24	11.81	10.68	7.94
89	14.06	13.30	11.60	8.17	13.01	12.47	11.14	8.07
90	14.69	13.85	11.95	8.26	13.83	13.17	11.58	8.18

The values in Table 4 are based on the Annuitant's age (nearer birthday) on the Commencement Date. We may require proof of age. The values in this table are based on interest guaranteed at a 1% annual effective rate and a substandard a2000 Individual Annuity Mortality Table with a 1% improvement per year for fifteen years after election.

- If the policy is issued as qualified tax sheltered annuity

<i>Table 4 - Special Enhanced Life Income Payments (Per \$1,000)</i>				
age on Commencement Date	4(a) Life Only	4(b) Life / 30 Mos	4(c) Life / 60 Mos	4(d) Life/120 Mos
55	6.01	5.94	5.77	5.23
56	6.11	6.04	5.86	5.29
57	6.21	6.14	5.95	5.35
58	6.31	6.24	6.04	5.42
59	6.42	6.35	6.14	5.48
60	6.54	6.46	6.23	5.55
61	6.66	6.57	6.34	5.61
62	6.78	6.69	6.44	5.67
63	6.91	6.81	6.54	5.74
64	7.03	6.93	6.64	5.80
65	7.16	7.04	6.74	5.86
66	7.28	7.16	6.84	5.92
67	7.40	7.27	6.93	5.97
68	7.52	7.38	7.02	6.03
69	7.62	7.48	7.11	6.08
70	7.72	7.57	7.19	6.14
71	7.82	7.67	7.27	6.19
72	7.92	7.76	7.35	6.25
73	8.02	7.85	7.43	6.31
74	8.12	7.95	7.53	6.38
75	8.25	8.07	7.63	6.46
76	8.40	8.22	7.76	6.54
77	8.56	8.37	7.90	6.64
78	8.74	8.54	8.05	6.74
79	8.93	8.73	8.22	6.85
80	9.17	8.95	8.41	6.96
81	9.46	9.23	8.64	7.09
82	9.77	9.52	8.89	7.22
83	10.12	9.84	9.16	7.35
84	10.51	10.21	9.46	7.49
85	10.96	10.64	9.79	7.62
86	11.52	11.14	10.16	7.76
87	12.11	11.66	10.54	7.88
88	12.75	12.22	10.93	8.00
89	13.43	12.81	11.33	8.11
90	14.18	13.45	11.73	8.21

The values in Table 4 are based on the Annuitant's age (nearer birthday) on the Commencement Date. We may require proof of age. The values in this table are based on interest guaranteed at a 1% annual effective rate and a substandard a2000 Individual Annuity Mortality Table blended for unisex use with a 1% improvement per year for fifteen years after election.

Life Insurance Company of the Southwest

SecurePlus Premier 10

LSW's Single Premium Indexed and
Declared Interest Deferred Annuity





Is This Annuity Right For You?

LSW's goal is to provide retirement savings and income products that truly meet your needs. We hope the following questions will help you focus on some important points to consider while you review this Disclosure.

I. Risk vs. Reward

Your savings are important. To make proper choices for your savings, you need to weigh risks versus rewards. Generally speaking, high risk savings choices subject you to the potential loss of all or part of your savings while providing the potential of high returns. Low risk savings choices, like this annuity, provide guarantees as to principal (premium) paid and as to interest credited but with expectations of lower returns than high risk choices.

Is a low risk savings choice consistent with your financial goals/retirement? Yes No

If no, explain: _____

II. Savings Diversifications

It is generally believed that diversifying savings choices is prudent. Is this your only form of retirement/long term savings?

Yes No

If yes, explain: _____

III. Access to These Savings

Access to these savings may be an important consideration.

A. Do you understand that this annuity is designed for persons who have a retirement/long term savings horizon of at least 10 years?

Yes No

If no, explain: _____

B. Do you expect to need access to these savings before 10 years?

Yes No

If yes, explain: _____

Do you expect to need any access to these savings in the first policy year?

Yes No

If yes, explain: _____

Do you expect to need access to more than 10% of these savings in any of the first 10 policy years?

Yes No

If yes, explain: _____

IV. Qualified Plan Retirement Savings

Is your premium coming from a 403(b), 457, IRA, or other qualified retirement plan?

Yes No

If so, there are additional restrictions in these plans to accessing your savings. Do you understand access to these savings will be subject to policy terms, plan terms, and applicable tax law?

Yes No

If no, explain: _____

I have read and completed the above. _____ (Initial)

This document reviews important points to consider before you buy this annuity from Life Insurance Company of the Southwest (LSW). **SecurePlus Premier 10** is a single premium indexed and declared interest deferred annuity¹.

SECTION I — The Annuity Contract

An annuity contract has two purposes – (1) to accumulate money, and (2) to provide a distribution of the money in a lump sum or in a series of payments. Annuity contracts have guarantees regarding premium paid, interest credited, death benefit, and income amounts which distinguish them from other savings vehicles.

This annuity is tax deferred which means all amounts in your annuity accumulate with federal income tax deferred until withdrawn or received as income². You can use this annuity to save for retirement or other long-term needs and to receive retirement income for various periods, including for life. It is not meant to be used to meet short-term financial goals.

How will the value of my annuity grow?

Your annuity value will grow through credited interest. This annuity does not participate directly in any stock or equity investments. You are not buying shares of stock or shares in the Indexes.

Your policy will be issued on the next 7th, 14th, 21st, or 28th immediately following receipt of your single premium. You may choose to allocate your single premium among six available interest accounts – the Declared Interest Account and five Indexed Interest Accounts.

A Declared Interest Account is an Interest Account for which interest is credited daily at a declared interest rate. LSW sets the rate in advance each Policy Year. The minimum annual rate will be shown in your policy.

Three of the Indexed Interest Accounts credit interest based on the movement of the S&P 500[®] Index. The remaining two Indexed Interest Accounts credit interest based on the Russell 2000[®] Index. Each of the Indexed Interest Accounts uses one of two methods to calculate an Annual Percentage Change in the applicable Index: the Ending Index Method or the Average Index Method. Neither method subjects your savings to market risk.

Each of the S&P 500 Index and the Russell 2000 Index is a widely used market-value weighted price index reflecting capital growth only and excluding dividends paid on their stocks. In any year, the interest rate credited to an Indexed Interest Account may be higher or lower than the interest rate credited to the Declared Interest Account (and to other traditional fixed rate annuities). The objective for an Indexed Interest Account is to provide, over the long term, higher credited interest than what would be credited to the Declared Interest Account and other traditional fixed rate annuities. However, this is not guaranteed.

To determine Indexed Interest, LSW calculates the Annual Percentage Change in the applicable Index from the beginning of the Policy year to the end of the Policy Year. The Annual Percentage Change is determined differently for Accounts using the Ending Index than it is for Accounts using the Average Index method.

The interest rate credited to an Indexed Interest Account is the Index Rate (sometimes called the Participation Rate) multiplied times the Annual Percentage Change, the result being subject to a minimum called the Floor and the maximum called the Cap.

- The Index Rate can never be less than 30%.
- The Cap is guaranteed to be no less than 3%.
- The Floor is zero.

Each Policy Year's rate is set annually in advance.

The effects of the above are: (1) if the Annual Percentage Change is negative or zero, you will not lose any of the value of your single premium paid or interest previously credited to your annuity — your interest credited would be zero (the Floor) for that year; and (2) if the Annual Percentage Change is positive, your interest credited will be determined using the Index Rate and the Cap.

Section V more fully describes how indexed interest under the Ending Index and the Average Index methods is calculated.

¹ SecurePlus Premier 10 is LSW Policy Form Number 7990.

² Annuities owned by trusts or corporate entities may not enjoy the tax deferral feature.

How do I transfer amounts in my annuity among Interest Accounts?

Transfers between and among Interest Accounts may be made without charge only on the policy anniversary and only after receipt of your written request for the transfer at least 15 days prior to the policy anniversary. No transfers are available during the Policy Year.

The prospective rates applicable to the transferred amount will be the same rates as if its premium had been originally allocated to the new Interest Account.

SECTION II — Access to Value

Your annuity's Accumulation Value reflects your premium paid and any interest credited to your policy. During your lifetime, you may receive money from your annuity in several ways. You may make a full or partial withdrawal, or you may request that your annuity's value be converted to periodic income. After the first Policy Year, you have an annual noncumulative right to make a 10% penalty-free Partial Withdrawal.

What happens if I take out some or all of the money from my annuity?

When you take money from your annuity in the first 10 years, you may incur a Withdrawal Charge. The amount of the charge depends on how long you've had the annuity and how much you withdraw. Withdrawals in the first policy year are subject to a Withdrawal Charge. After the first policy year, you may withdraw in any one year up to 10% of the Accumulation Value without incurring the Withdrawal Charges shown in this table:

Year	1	2	3	4	5	6	7	8	9	10	11+
Charge as % of Acc. Value	12	12	11	10	9	8	7	6	5	3	0

Withdrawal Charges do not apply to any death benefit paid on death of the Annuitant.

How do I get income (payouts) from my annuity?

You can ask LSW to convert your annuity's value to an income (a series of payments) at any time. If you do so after the 5th Policy Year, any applicable Withdrawal Charges will be waived. You can choose how to get the income. Your annuity policy describes your options in detail (see Part 7: The Payment

Options in your annuity policy). Your current choices are:

- Designated period of time: Guarantees income for the selected period, available for periods of 5 to 25 years.
- Life: Guarantees income for as long as you live.
- Life income with a period certain: Guarantees income for as long as you live or for a chosen period, whichever is longer.

If you die within the period certain, the income continues to your beneficiary for the remainder of the period certain.

Periods certain are 30 months, 60 months, and 120 months.

- Joint and survivor life: Guarantees income for as long as you or your joint annuitant (for instance, your spouse) live.

You may be eligible to receive a higher income from this annuity than ordinarily available if you qualify for our Special Enhanced Life Income Options. Generally speaking, if you are between the ages of 55 and 90, your annuity has been in force 5 policy years, and you are unable to perform two of six Activities of Daily Living (ADLs) without substantial assistance, you may request an income under the Special Enhanced Life Income Options (see Part 8: The Special Enhanced Life Income Options in your annuity policy). Your income choices under these options are:

- Life: Guarantees income for as long as you live.
- Life income with a period certain: Guarantees income for as long as you live or for a chosen period, whichever is longer.

If you die within the period certain, the income continues to your beneficiary for the remainder of the period certain.

Periods certain are 30 months, 60 months, and 120 months.

If you request an income under the Special Enhanced Life Income Options after your annuity has been in force for 10 years, the income amount will be increased by 10% of the amount otherwise payable.

For more information about eligibility, requirements, and restriction of the Special Enhanced Life Income Options, please see the attached special disclosure.

What happens after I die?

If you die before we start to pay you income from your annuity as an Annuity Benefit, your beneficiary can choose to receive the death benefit (never less than the premium paid, plus interest, less any withdrawals taken) as one payment or as a series of payments over time. If your death occurs after these income payments have begun, any payments which remain to be paid under your payment option selection will be paid to your beneficiary.

SECTION III — Fees, Expenses, & Other Charges

Do I pay any fees or charges?

SecurePlus Premier 10 has no fees* or expenses charged against your accumulation value except for the Withdrawal Charges.

SECTION IV — Taxes

How will payout and withdrawals from my annuity be taxed?

All amounts in your annuity accumulate with federal income tax deferred until withdrawn or received as income. When you receive income or make a withdrawal, you pay ordinary income taxes on the taxable value. If you make a withdrawal before age 59½, you will be subject to a 10% federal income tax penalty unless you qualify under one of the exceptions provided by law. Neither LSW nor any of its agents or representatives give legal, tax, or accounting advice. You should consult your own tax advisor for tax advice.

SECTION V — Interest

How is interest credited to my Policy?

Interest can be credited to your policy as Declared Interest to the Declared Interest Account and/or as Indexed Interest to the Indexed Interest Accounts, and if certain requirements are met, as transfers from the Bonus Accumulation Value.

A. Declared Interest — Your money in the Declared Interest Account is credited with interest daily. LSW sets the rate in advance for each Policy Year. The rate declared for the first Policy Year and the minimum rate thereafter will be shown in your policy.

B. Indexed Interest — The 5 Indexed Interest Accounts that credit interest annually at the end of each Policy Year, based in part on the annual change of an Index, are:

- S&P 500 Ending Index Rate Option 1
- S&P 500 Ending Index Rate Option 2
- Russell 2000 Ending Index Rate Option 1
- Russell 2000 Ending Index Rate Option 2
- S&P 500 Average Index

You may allocate your premium to any combination of the above and/or to the Declared Interest Account. Allocations must be in whole percentages.

Indexed Interest Accounts may differ as to the Index, the method for calculating the interest, and the Rate Option available. The Rate Options are defined by the Index Rate and Cap declared for a given Interest Account. Rate Option 1 for a given Index generally has a higher Index Rate and a lower Cap than Rate Option 2 for that Index.

The two Indexes available in *SecurePlus Premier 10* are:

- The S&P 500 Index; and
- The Russell 2000 Index

These are widely used market-value weighted Indexes which reflect capital growth only and do not include dividends paid on stocks included in the Indexes.

The following is a more detailed description of each of the two methods for calculating indexed interest.

1. Ending Index Method — This crediting strategy is commonly referred to as the annual reset, point-to-point method. An Account that uses the Ending Index Method is credited with interest based on a formula which considers the positive change in the Index from the beginning of the Policy Year to the end of the Policy Year. Interest is only credited to the Account at the end of the Policy Year.

The Index Rates and Caps for the four Accounts that use the Ending Index Method are guaranteed never to be set less than 30% and 3%, respectively. The Index Rates and Caps that apply for the first Policy Year will be shown in your policy. Index Rates and Caps for subsequent Policy years are declared annually in advance.

* Some states charge a premium tax on annuities. A few states levy the tax when you pay the single premium. Others charge it upon withdrawal or selection of a payment option. If we must pay this tax, we will deduct it from your policy benefits. Charges may apply for any rider attached to the policy.

2. Averaging Index Method — This crediting strategy is commonly referred to as the annual reset, point-to-daily average method. The basics of this method of crediting interest are very similar to those of the Ending Index Method. The difference is how the Annual Percentage Change is measured. For the Ending Index Method, the Annual Percentage Change is the change from the Index value at the beginning of the Policy Year to the Index value at the end of the Policy Year. For the Average Index Method, the Annual Percentage Change is the change from the Index value at the beginning of the Policy Year (the same beginning point as the Ending Index Method) to the average of the ending daily Index values for all days during the Policy Year that the market is open. As with the Ending Index Method, interest is only credited to an Indexed Interest Account at the end of the Policy Year.

Only one interest account uses the Average Index method of calculating Indexed Interest, the S&P 500 Average Index Interest Account.

The Index Rates and Caps for this Account are guaranteed never to be set less than 30% and 3%, respectively. The Index Rate and Cap that apply for the first policy year will be shown in your policy. Index Rates and Caps for subsequent policy years are declared annually in advance.

How Interest is Calculated — The Annual Percentage Change in the Index over the Policy Year is first expressed as a percent gain (or loss). That percent gain is multiplied by an Index Rate, a value that LSW declares at the start of the Policy Year.

The result is then limited to a maximum percentage change called the Cap which is also declared at the start of the Policy Year. If the result is less than the Cap, the result of the multiplication is the credited interest rate for the year. If the result is greater than the Cap, the credited interest rate is the Cap.

If the change in the Index over the Policy Year is negative or zero, then no interest is credited for the Policy Year. However and quite importantly, the value of the Indexed Interest Account is protected from the negative Annual Percentage Change (in other words, the floor for the interest credited is zero). This happens because you are not investing in the Index. You are purchasing an annuity where interest can only be credited, adding to your value. Amounts cannot be deducted from your Accumulation Value due to a negative Annual Percentage Change.

The starting point for the Index value for the new Policy Year is the ending Index value for the year then ended.

Table 1 shows the result of applying the indexed interest formula(s) in various hypothetical situations:

Table 1:

Year	Index Rate	Annual Percentage Change	Multiplied Result	Cap	Floor	Interest Credited
1	70.00%	10.00%	7.00%	6.80%	0.00%	6.80%
2	70.00%	7.50%	5.25%	6.00%	0.00%	5.25%
3	50.00%	-12.00%	-6.00%	7.00%	0.00%	0.00%
4	60.00%	17.00%	10.20%	6.00%	0.00%	6.00%
5	70.00%	8.00%	5.60%	5.50%	0.00%	5.50%
6	65.00%	-10.00%	-6.50%	5.50%	0.00%	0.00%
7	65.00%	15.00%	9.75%	6.00%	0.00%	6.00%
8	70.00%	8.00%	5.60%	6.00%	0.00%	5.60%
9	70.00%	-2.00%	-1.40%	6.00%	0.00%	0.00%
10	75.00%	7.00%	5.25%	5.50%	0.00%	5.25%

Here is how the values for Policy Year 1 are determined:

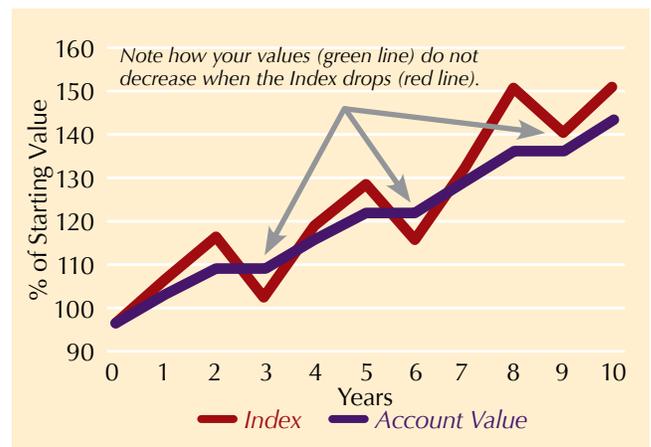
Step 1: Multiply the Index Rate (which had been declared at the beginning of the Policy Year) by the Annual Percentage Change

$$70\% \times 10\% = 7.00\%$$

Step 2: Compare this to the Cap of 6.80% (which also had been declared at the beginning of the Policy Year) and a Floor of 0.00%. The Cap is smaller, since 7.00% is greater than the Cap of 6.80%

Step 3: The interest rate credited is limited to the Cap of 6.80%. The Interest rate credited is 6.80%.

The following is a chart depicting the results of Table 1:



Withdrawal charges may apply for the first 10 years and are not reflected above.

Again, these rates are hypothetical and are provided solely for the purpose of demonstrating the variability of the rates LSW may set for and credit to an Indexed Account as well as the fluctuations that may occur in the Index.

C. Bonus Accumulation Value (BAV) – Your annuity contains a feature called the Bonus Accumulation Value, that will increase the value of your annuity if the following requirements are met. During policy years one through five, the Bonus Accumulation Value is equal to 10% of the Accumulation Value. During policy years six through ten, the portion of the BAV set forth below is transferred to the Accumulation Value if your annuity is in force on each policy anniversary.

End of Policy Year	6	7	8	9	10
% of remaining BAV transferred	10%	11.11%	25%	50%	100%

Once an amount is transferred, it becomes part of the Accumulation Value and is no longer part of the BAV. Please understand, you have no right to or interest in the BAV until it is transferred to the Accumulation Value. All of the BAV will transfer into the Accumulation Value by the end of the tenth policy year. No annuitization is required to receive this benefit. Withdrawals in years one through ten reduce the value of the BAV.

SECTION VI — Policy Guarantees

Your policy provides a number of guaranteed benefits as described below:

- **Death Benefit** – never less than the premium paid, plus interest credited, less withdrawals taken;
- **Cash Value** – never less than the premium paid, plus interest credited, less withdrawals taken, less a withdrawal charge, if any; and
- **Guaranteed Income** – minimum payment amounts for various income options are provided in the policy form.

Your policy also provides a guaranteed minimum to the Death Benefit and the Cash Value. This minimum is calculated separately and is called the Policy Value. The Policy Value has the potential to increase the Death Benefit and the Cash Value that are described above. This guarantee can be valuable if you were to allocate most of your value in the annuity to Indexed Interest Accounts during multiple years of declines in the Index or Indexes.

The Policy Value equals 87.5% of the single premium accumulated at the Policy Value interest rate shown in your policy, less withdrawals taken.

SECTION VII — Other Information

- Issue age limits for this annuity are owner /annuitant age 0 to 80 (actual age).
- This annuity is designed for people who are willing to let their savings build for at least 10 years.
- This annuity does not participate directly in any stock or equity investments. You are not buying shares of stock or shares in the Index.
- We may change your annuity contract from time-to-time only to follow federal or state laws and regulations. If we do, we will tell you about the changes in writing.
- *Right to Examine:* You have a right to a complete refund of your premium paid at any time within 30 days of receiving your annuity policy. To exercise this right, you must return your Policy with a written request for a refund.

What Should I Know About Life Insurance Company of the Southwest?

When an annuity seems to be the right fit for your financial plan, you want the assurance that your money is safe. *SecurePlus Premier 10* is backed by the full assets of Life Insurance Company of the Southwest (“LSW”). LSW has a corporate investment policy that strongly emphasizes quality investments and safety. LSW is a life insurance company that specializes in annuity and life insurance products. LSW’s goal is to provide products that benefit policyholders regardless of market conditions.

LSW was incorporated in 1955 under the laws of Texas as a legal reserve insurance company. The Company is licensed in 49 states and the District of Columbia.

Please Tell Us if You Understand

Please do not rely on any statements about *SecurePlus Premier 10*, an indexed and declared interest deferred annuity, that are not consistent with what is described in this Summary, in the annuity policy form, or in other material published by LSW. In case of any ambiguity, conflict, or question regarding interpretation of this Summary or any other published material or statements, the provisions of the Policy form prevail. Please consult your annuity Policy form for further details.

Disclosure Understanding/Purchase Recommendation

1. Purchase Recommendation

(Agent must Initial 1a or 1b.)

_____ Agent Initials a. By my signature at right as Agent and by my initial here, I recommend this annuity for purchase by the Owner. I have reasonable grounds for believing this recommendation is suitable based on the facts disclosed by Owner as to his/her investments, other insurance products, and financial situation needs. I will maintain and will make available to LSW or any insurance department, upon demand by either, a copy of information collected and a listing of other information used as the basis for this recommendation for the length of time required by applicable state law. Any process that accurately reproduces the actual document may be used to maintain these records.

(If Agent has initialed 1a, proceed to #2 at right. Otherwise, Agent must initial 1b below, and Owner must then initial 1c below.)

_____ Agent Initials b. By signature at right as Agent and by my initial here, I acknowledge that I have not received adequate information from the owner to make a recommendation as to the purchase of this annuity, and the owner is proceeding based on owner's own judgment.

_____ Owner Initials c. By my signature at right as Owner and by my initial here, I acknowledge responsibility for the suitability of this annuity purchase for my needs. I elect not to provide the information necessary for Agent to make a recommendation to make this purchase or exchange. I have decided to enter into this annuity purchase without a recommendation from Agent.

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The Russell 2000® Index is a trademark of the Russell Investment Group and has been licensed for use by Life Insurance Company of the Southwest. This product is not sponsored, endorsed, sold or promoted by the Russell Investment Group and Russell Investment Group makes no representation regarding the advisability of purchasing the Product.

2. Understanding

My signature as Owner below acknowledges that I have read and the agent has explained the contents of this Summary. I understand that I am applying for an indexed annuity that provides benefits linked to an external equity index but does not participate directly in the equity market. I understand this original Summary will be enclosed with my application and a copy of it will be sent with my Policy.

Print Owner Name

Owner Signature

Date

Print Agent Name

Agent No.

Agent Signature

Date

***Thank You.
We Appreciate Your Business and
Your Confidence in LSW.***

Life Insurance Company of the Southwest

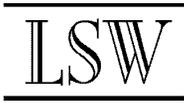


LSW Home Office: 1300 West Mockingbird Lane, Dallas, Texas 75247
Telephone: 800-579-2878 / www.lifeofsw.com

National Life Home Office: One National Life Drive
Montpelier, Vermont 05604 / Telephone: 800-277-9929
www.nationallife.com

National Life Group is a trade name of National Life Insurance Company and its affiliates. Each company of the National Life Group is solely responsible for its own financial condition and contractual obligations. LSW is not authorized to sell insurance in New York.





Special Enhanced Life Income Summary

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

SecurePlus Premier 10

This Summary Provides Important Details on the Special Enhanced Life Income Options

LSW **SecurePlus Premier 10**, form 7990, is a Single Premium Deferred Annuity. It offers a unique feature called the Special Enhanced Life Income that could provide added benefits. We want you to understand its limitations and exclusions as well as its benefits and use.

Every LSW annuity offers the Owner the ability to use part or all of its value to provide an income. The *Special Enhanced Life Income* provision allows the Owner to do so with guarantees of higher income than would otherwise be available **if** specified circumstances exist. Those circumstances are that the Annuitant is proven to be unable to perform at least two of six *Activities of Daily Living* (see below) *without Substantial Assistance* (see below) from another individual, and that his or her need for this assistance is expected to be permanent as a result of the loss of functional capacity.

Please take note of the following items.

- The Special Enhanced Life Income provides income that can be used for any purpose.
- **Neither** this Policy **nor** its Special Enhanced Life Income provision are **Long Term Care** policies. The Special Enhanced Life Income provision **may not be available** even if the Annuitant needs Long Term Care.
- Even if Special Enhanced Life Income is elected and provided in a situation that requires Long Term Care for the Annuitant, the payments may not be sufficient to cover the cost of the Annuitant's Long Term Care.
- The Special Enhanced Life Income is only available if LSW receives certification from an Independent Health Care professional, contracted at our expense to supply such certification to us, that the medical and physical requirements are met.
- The Special Enhanced Life Income benefit is not available for the first five years that the Policy is in force.
- The Annuitant must be a U.S. resident.
- At commencement of the Special Enhanced Life Income, the Annuitant must be between 55 and 90 years old.
- The substantial assistance requirement shall not have been met if the need is:
 - caused by war or act of war, declared or otherwise,
 - caused by participation in a felony, riot, or insurrection,
 - intentionally self-inflicted, or
 - required as a result of alcoholism or drug addiction (unless the addiction was the result of administration of the drugs as part of a legitimate treatment by a licensed physician)
- The Annuitant must be available in the United States to prove continued life status to a designated representative of LSW at least once a year (following expiry of the 30-month, 60-month guarantee period or 120-month guarantee period, if a guarantee period is elected).

Applicant's Initials

The Six Activities of Daily Living are:

1. Bathing: Washing oneself by sponge bath or in either a tub or shower, including the tasks of getting into or out of the shower;
2. Dressing: Putting on and taking off all items of clothing and any required braces, fasteners, or artificial limbs;
3. Transferring: Moving into and out of a bed, chair, or wheelchair;
4. Toileting: Getting to and from the toilet, getting on and off the toilet, and performing related personal hygiene;
5. Continence: Ability to maintain control of bowel and bladder function or when, not able to maintain control of bowel or bladder function, ability to perform related personal hygiene (including caring for catheter or colostomy bag);
6. Eating: Feeding oneself by getting food into the body from a receptacle (such as a cup, plate, or table) or by feeding tube or intravenously

Without Substantial Assistance means that:

- Without the physical assistance of another person, the Annuitant would be unable to perform the Activity of Daily Living or
- The presence of another person within arm's reach of the Annuitant is necessary to prevent, by physical intervention, injury to the Annuitant while the Annuitant performs the Activity of Daily Living

Even if the Annuitant qualifies for Special Enhanced Life Income, you do not have to elect it. All other benefits of the annuity continue to be available.

Please do not rely on any statements about the Special Enhanced Life Income Options that are not consistent with what is described in this Summary, in the annuity Policy form, or in other material published by LSW. In case of ambiguity, the provisions of the Policy form prevail.

If you have any questions, you may ask them of your Agent or you may call us at our Home Office. Our telephone number is 800-579-2878. When you call, please say that you have questions about the Special Enhanced Life Income Options. We will be glad to hear from you.

Agent's Signature

Applicant's Signature

Date

Date



Application for Annuity

Life Insurance Company of the Southwest (LSW) • 1300 W. Mockingbird Ln. • Dallas, TX 75247-4921 • Customer 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
Home Address		City	State	Zip Code	
Home Phone Number	Home Fax Number	Home e-mail Address			
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)		%
2)		%
Contingent Beneficiary	Relationship	Share
1)		%
2)		%

Section III – Premium

S0308

Amount Paid with Application

Rollover/Transfer/1035 (Approximate)

Premium Allocation - Must be whole numbers and sum to 100%. Selection required for Interest Accounts.

(007) Declared Interest Account _____ %	
S&P 500®	Russell 2000®
(003) Ending Index Rate Option 1 _____ %	(009) Ending Index Rate Option 1 _____ %
(008) Ending Index Rate Option 2 _____ %	(010) Ending Index Rate Option 2 _____ %
(005) Average Index _____ %	

Section IV – Plan Selected SecurePlus® Premier 10

S0403

Section V – Plan Qualification

S0504

403 (b) TSA ERISA 403(b) ROTH 403(b) IRA ROTH IRA SIMPLE IRA 457 Def. Comp Pension/Profit Sharing

IRA Rollover Non-Qualified 401(k) SEP ERISA ROTH 403(b) Other (specify) _____

Section VI – Existing Insurance

S0602

Do you, the applicant, know that replacement of existing life insurance or an existing annuity is or may be involved in the purchase of this annuity?

Yes No Applicant Initials _____

Do you, the agent, know that replacement of existing life insurance or an existing annuity is or may be involved in the purchase of this annuity?

Yes No Agent Initials _____

If answered yes to either or both questions, appropriate replacement and exchange forms must be completed.

Section VII – Remarks

S0701

Section VIII – For Home Office Endorsement Only

S0801

(Not applicable in Pennsylvania or West Virginia)

Section IX – Fraud Warnings and Notices

S0901

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

S1102

Dated at (city/state) _____ on (month/day/year) _____

Signature of Owner _____ 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 _____ Soliciting Agent (print) _____ Agent No. _____ Percent _____

Agent Phone Number _____ Other Agent (print) _____ Agent No. _____ Percent _____

Trail Commission Option for Premier 10

Section XII – Disclosure Information

S1202

I have received a copy of the disclosure material and understand that the results shown, other than the guaranteed minimum values, are not guarantees, promises or warranties.

Applicant Signature _____ Date _____

I certify that the disclosure material has been presented to the applicant and a copy was provided to the applicant. I have not made statements that differ from this material nor have I made any promises about the expected future equity values of this contract.

Agent Signature _____ Date _____

SERFF Tracking Number: NALF-126092072 State: Arkansas
 Filing Company: Life Insurance Company of the Southwest State Tracking Number: 42095
 Company Tracking Number: 7990
 TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed
 Product Name: Premier 10
 Project Name/Number: Premier 10/7990

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)
03/27/2009		Supporting Flesch Certification Document	04/22/2009	AR Certification.pdf AR Readability.pdf