

SERFF Tracking Number: RDWS-126624097 State: Arkansas  
 Filing Company: Landmark Life Insurance Co. State Tracking Number: 45671  
 Company Tracking Number:  
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium  
 Variable  
 Product Name: Landmark Life FPDA  
 Project Name/Number: /

## Filing at a Glance

Company: Landmark Life Insurance Co.

Product Name: Landmark Life FPDA

TOI: A02I Individual Annuities- Deferred Non-  
Variable

Sub-TOI: A02I.002 Flexible Premium

Filing Type: Form

SERFF Tr Num: RDWS-126624097 State: Arkansas

SERFF Status: Closed-Approved- State Tr Num: 45671  
Closed

Co Tr Num:

State Status: Approved-Closed

Reviewer(s): Linda Bird

Authors: Eddie Mire, Judy Tait

Disposition Date: 05/24/2010

Date Submitted: 05/14/2010

Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name:

Status of Filing in Domicile: Authorized

Project Number:

Date Approved in Domicile: 05/17/2002

Requested Filing Mode: Review & Approval

Domicile Status Comments: Authorized in  
Texas

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 05/24/2010

Explanation for Other Group Market Type:

State Status Changed: 05/24/2010

Deemer Date:

Created By: Judy Tait

Submitted By: Judy Tait

Corresponding Filing Tracking Number:

Filing Description:

Landmark Life Insurance Company

Form No. FPDA-9-01

Deferred Annuity

Flexible Premiums

Excess Interest

Non-participating

SERFF Tracking Number: RDWS-126624097 State: Arkansas  
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Application No. FPDA 9/01 APP  
 Extended Care Rider No. ECR-901

## Company and Contact

### Filing Contact Information

Judy Tait, Admin jttait@ruddwisdom.com  
 Rudd and Wisdom, Inc. 512-346-1590 [Phone]  
 9500 Arboretum Blvd 512-345-7437 [FAX]  
 Suite 200  
 Austin, TX 78759

### Filing Company Information

(This filing was made by a third party - ruddandwisdominc)

Landmark Life Insurance Co.	CoCode: 82252	State of Domicile: Texas
P. O. Box 40	Group Code:	Company Type: LAH
Brownwood, TX 76804	Group Name:	State ID Number:
(325) 646-6579 ext. [Phone]	FEIN Number: 75-1185065	

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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$75.00  
 Retaliatory? No  
 Fee Explanation: \$75.00 as required by Arkansas  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Landmark Life Insurance Co.	\$75.00	05/14/2010	36517176
Landmark Life Insurance Co.	\$75.00	05/17/2010	36597891

SERFF Tracking Number: RDWS-126624097 State: Arkansas  
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 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium  
 Variable  
 Product Name: Landmark Life FPDA  
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	05/24/2010	05/24/2010

### 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	05/18/2010	05/18/2010	Judy Tait	05/24/2010	05/24/2010
Pending Industry Response	Linda Bird	05/14/2010	05/14/2010	Judy Tait	05/17/2010	05/17/2010

*SERFF Tracking Number:* RDWS-126624097      *State:* Arkansas  
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Variable  
*Product Name:* Landmark Life FPDA  
*Project Name/Number:* /

## **Disposition**

Disposition Date: 05/24/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: RDWS-126624097 State: Arkansas  
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 Variable  
 Product Name: Landmark Life FPDA  
 Project Name/Number: /

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Third party authorization		Yes
Supporting Document	Certification		Yes
Form (revised)	Annuity form		Yes
Form	Annuity form	Replaced	Yes
Form	Extended Care Rider		Yes

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 05/18/2010  
Submitted Date 05/18/2010  
Respond By Date 06/18/2010

Dear Judy Tait,

This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further addresses this issue.

Regulation 49 requires that a Life and Health guaranty notice be give to each policyowner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Ark. Code Ann. 23-79-116 requires that the contract contain facsimile signature of officer.

Ark. Code Ann. 23-80-206(a)(4) requires that the contract contain a table of contents if the policy has more that 3000 words or 3 pages.

Ark. Code Ann. 23-81-122 requires that the contract contain a grace period of 30 days, 6% maximum interest.

Ark. Code Ann. 23-81-127 requires that the contract contain reinstatement provision.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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Product Name: Landmark Life FPDA  
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## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 05/24/2010  
Submitted Date 05/24/2010

Dear Linda Bird,

### Comments:

Thank you for your letter of May 18, 2010.

### Response 1

Comments: We have addressed the issues raised in your letter as follows:

Attached is the Certification required in items 1 and 3.

With reference to item 2, we assure that we will provide each policyowner with the Life and Health Guaranty Association notice required in Regulation 49.

Item 4 - We have placed facsimile signatures on the cover page.

Item 5 - We have put in a table of contents as page 2.

Items 6 and 7 - We have placed the requested "Grace Period" and "Reinstatement" provisions under "Premiums" on pages 5 and 6.

### Related Objection 1

Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further addresses this issue.

Regulation 49 requires that a Life and Health guaranty notice be give to each policyowner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

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Ark. Code Ann. 23-80-206(a)(4) requires that the contract contain a table of contents if the policy has more than 3000 words or 3 pages.

Ark. Code Ann. 23-81-122 requires that the contract contain a grace period of 30 days, 6% maximum interest.

Ark. Code Ann. 23-81-127 requires that the contract contain reinstatement provision.

**Changed Items:**

**Supporting Document Schedule Item Changes**

Satisfied -Name: Certification  
 Comment:

**Form Schedule Item Changes**

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Annuity form	FPDA-9-01		Policy/Contract/Fraternal Certificate	Initial		50.200	fpda-901 Arkansas.pdf
<b>Previous Version</b>							
Annuity form	FPDA-9-01		Policy/Contract/Fraternal Certificate	Initial		50.200	fpda-901 Arkansas.pdf

No Rate/Rule Schedule items changed.

Please let us know if you need anything further.

Sincerely,  
 Eddie Mire, Judy Tait

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 05/14/2010  
Submitted Date 05/14/2010  
Respond By Date 06/14/2010

Dear Judy Tait,

This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: Regulation 57 was revised effective January 1, 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$25.00 is received.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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Company Tracking Number:  
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium  
Variable  
Product Name: Landmark Life FPDA  
Project Name/Number: /

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 05/17/2010  
Submitted Date 05/17/2010

Dear Linda Bird,

### Comments:

### Response 1

Comments: Thank you for your letter. Since we have submitted 3 forms, we have sent an additional \$75.00 today to equal \$150.00 (\$50 per form).

### Related Objection 1

Comment:

Regulation 57 was revised effective January 1, 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$25.00 is received.

### Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Please let us know if you need anything else. Thank you!

Sincerely,  
Eddie Mire, Judy Tait

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## Form Schedule

Lead Form Number: FPDA-9-01

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	FPDA-9-01	Policy/Cont Annuity form ract/Fratern al Certificate	Initial		50.200	fpda-901 Arkansas.pdf
	ECR-901	Policy/Cont Extended Care Rider Initial ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		44.600	ECR rider Arkansas.pdf

LANDMARK LIFE INSURANCE COMPANY  
Post Office Box 40, Brownwood, Texas 76804 · 915/646-6579

We will pay the annuity benefits provided in the policy, subject to all provisions of the policy.



Secretary



President

Please Note: We have relied on the information in the application as being true and complete to the best of the knowledge and belief of the person giving it. A copy of the application is attached.

You may cancel this policy by returning it to us or our agent within 10 days after you receive it and we will refund all premiums paid.

**DEFERRED ANNUITY  
FLEXIBLE PREMIUMS  
EXCESS INTEREST  
NONPARTICIPATING**

FPDA-9-01 (AR)

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**POLICY SCHEDULE**

ANNUITANT:

MATURITY DATE:

OWNER:

INITIAL PREMIUM:

POLICY DATE:

POLICY NUMBER:

SEX AND ISSUE AGE  
OF ANNUITANT:

## 1. DEFINITIONS

**1.1 You, Your** means the Owner of this policy.

**1.2 We, Us, Our** means Landmark Life Insurance Company.

**1.3 Full Force** means the policy is in force and has not terminated by full surrender or death.

**1.4 Home Office** means Landmark Life Insurance Company, Brownwood, Texas

**1.5 Written Request** means a request in writing in a form satisfactory to us and filed at our Home Office.

## 2. THE CONTRACT

**2.1 Entire Contract.** The entire contract consists of this policy and the application. We consider all statements in the application to be true representations and not warranties. No statement will be used to void this policy or to defend against a claim unless the statement is contained in the application.

**2.2 Incontestability.** We cannot contest this policy after it has been in force during the lifetime of the

Annuitant for 2 years from the Policy Date. This limitation on our right to contest does not apply to nonpayment of premiums or to any rider providing benefits for disability or accidental death.

**2.3 Modifications.** Any modification of this policy must be in writing and signed by an officer of our Company. We do not authorize our agents to modify, waive, or extend any of the conditions of this policy.

## 3. BENEFITS

**3.1 Annuity Benefit.** We will pay a monthly annuity purchased by the accumulation value to the Annuitant if the Annuitant is alive on the Maturity Date. The amount of the annuity will be determined by applying the accumulation value on the Maturity Date under payment option 2, 10 years guaranteed and life. The first payment will be on the Maturity Date.

**3.2 Death Benefit.** If the death of the Annuitant occurs prior to the Maturity Date and while this policy is in full force, we will pay a death benefit to the beneficiary upon receipt of due proof of death. The death benefit will be the accumulation value as of the date of death. This policy will terminate upon payment of the death benefit.

**3.3 Incorrect Age.** Any amount to be paid may be adjusted when the age or sex of the Annuitant has not been correctly stated. The adjustment will be based on the correct age or sex.

**3.4 Accumulation Value.** The accumulation value is the sum of the premiums less any accumulation values surrendered, or applicable premium taxes plus credited compound interest. Interest is accrued from the date a premium is received. We guarantee that interest credited will not be less than 3.0% per year, but we may credit interest in excess of the guaranteed rate. The amount of excess interest which we credit may depend on the amount of the Accumulation Value.

The table shows the guaranteed accumulation value assuming: (1) \$1,000 is paid at the beginning of each policy year; (2) No partial surrenders have been made; (3) No premium taxes are applicable. If these assumptions are not correct, the guaranteed accumulation value will vary. Values not shown in the table will be provided to you by us on request.

TABLE OF ACCUMULATION VALUE AT GUARANTEED INTEREST RATE

<u>End Of Year</u>	<u>Guaranteed Accumulation Value</u>	<u>End Of Year</u>	<u>Guaranteed Accumulation Value</u>
1	\$1,030.00	11	\$13,192.03
2	2,090.90	12	14,617.79
3	3,183.63	13	16,086.32
4	4,309.14	14	17,598.91
5	5,468.41	15	19,156.88
6	6,662.46	16	20,761.59
7	7,892.34	17	22,414.44
8	9,159.11	18	24,116.87
9	10,463.88	19	25,870.37
10	11,807.80	20	27,676.49

**3.5 Surrender.** At any time prior to the Maturity Date, you may surrender this Policy by written request to us for the accumulation value less any surrender charges, and this Policy will terminate.

**3.6 Partial Surrender.** At any time prior to the Maturity Date, you may surrender part of the accumulation value by written request to us. The amount payable is part of the accumulation value surrendered less any surrender charges.

**4.1 Premiums.** The first premium is due on the Policy Date. All premiums after the first are payable in the amounts and at the intervals determined by you. We reserve the right to reject any single payment of less than twenty-five dollars.

Premiums shall be paid to us at our Home Office or to an authorized agent. A receipt signed by the President, Treasurer, Secretary or Assistant Secretary and duly countersig

You may in any one policy year make as many as three partial surrenders. However, no partial surrender may be made which would reduce the accumulation value below \$1,000.00. The surrender charge will only apply to the extent that the cumulative surrenders, either partial or complete, in a policy year exceed 10% of the accumulation value at the date of surrender. We reserve the right to defer the payment of any surrender value for a period not to exceed six months after Your written request is received by us. The values provided by this policy are not less than the minimum values required by the state where this policy is delivered. Any paid-up cash surrender or death benefits available at any time shall be calculated with allowance for the lapse of time and payment of premiums beyond the beginning of the policy year.

**3.7 Surrender Charges.** Surrender charges will be computed on the following basis:

<u>Policy Year of Surrender</u>	<u>Percent Applicable to Accumulation Value Surrendered</u>
1	10%
2	8
3	6
4	4
5	2
6 or later	0

**3.8 Maturity Date** is stated in the Schedule. It may be changed by you by written request to us, but can be no later than the date of the Annuitant's 99th birthday, nor no earlier than the end of the first policy year in which the surrender charge is zero.

#### 4. PREMIUMS

**4.2 Grace Period** - If any premium is not paid by the date it is due, You will have a period of one (1) month, but not less than thirty (30) days, within which any stipulated payment falling due after the first may be made (with no interest), during which grace period the contract shall continue in full force. However, if a claim arises under the contract on account of death prior to expiration of the period of grace before the overdue payment to us or the deferred payment of the current contract year, if any, are made, the amount of the payments may be

deducted from any amount payable under the contract in settlement.

**4.3 Reinstatement.** The contract may be reinstated at any time within one (1) year from the default in making stipulated payments to Us, unless the cash surrender value has been paid, but all overdue stipulated payments and any indebtedness to Us on the contract shall be paid or reinstated (no interest).

## 5. OWNERSHIP AND BENEFICIARY

**5.1 Ownership.** During the Annuitant's life, you may exercise any right given by this policy or that we allow. You may transfer ownership of this policy by written request. The transfer will take effect on the day you sign the request, but it will not apply to any payment made or action taken before we receive the request. A transfer of ownership does not change the beneficiary. We will not be responsible for the validity of a change of ownership. If you die, ownership will automatically be transferred to your estate.

**5.2 Collateral Assignment.** You may assign this policy as collateral security. An assignment is not binding on us unless it is in writing and filed at our Home Office. We are not responsible for the validity of any assignment. A collateral assignment does not transfer ownership, but your rights will be subject to the terms of the assignment.

**5.3 Beneficiary.** The original beneficiary designation is in the application. You may change the beneficiary designation by signing an application for such change during the Annuitant's lifetime and filing it at our Home Office. The change will be effective on the date you signed the application whether or not the Annuitant is living when we receive the application at our Home Office. However, any payment made by us in settlement of the policy prior to such receipt will fully discharge us to the extent of the payment. If no beneficiary survives the Annuitant, payment will be made to you, if living, or your estate.

## 6. OPTIONAL METHODS OF PAYMENT

**6.1 Payment Options.** You may elect to have the proceeds of this policy paid under any of the payment options described below by making written request during the Annuitant's lifetime. If no election is in effect at the Annuitant's death, the beneficiary may elect a payment option not later than 6 months after the death benefit is payable and before it is paid. Payment Option Tables are shown below and are based on 3% per year. The proceeds may be paid in any other manner agreed to by us.

**Option 1. Payment for a Guaranteed Period.** Equal monthly payments for the number of years elected, from 1 to 50. We may increase the payments by surplus interest earnings.

**Option 2. Payments for Life.** Equal monthly payments for the guaranteed period elected and thereafter during the lifetime of the person on whose life payments are based. The guaranteed period may be 10, 15, or 20 years, or until the total amount paid equals the proceeds (Installment Refund).

**Option 3. Payments of Specified Amount.** Equal annual, semiannual, quarterly, or monthly payments until the proceeds, together with interest at a rate of not less than 3% a year, are paid in full.

**Option 4. Interest.** Payment of the proceeds may be deferred for up to 50 years, but not beyond the payee's lifetime. Interest earnings on the proceeds at a rate of not less than 3% a year will be paid periodically at the selected interval or added to the proceeds each year.

**6.2 Alternate Life Income Option.** If monthly payments become payable under Option 2 and are less than could then be bought with the proceeds using our published annuity rates, you may elect the larger payments. For this purpose, the annuity rate is adjusted so that the first payment is due on the effective date of the option.

**6.3 Limitations.** Election of an option may be made only with our consent if

- (1)The option would provide guaranteed payments of less than \$480 a year, or
- (2)proceeds are payable to a corporation, association, partnership, estate, or assignee.

We will require satisfactory proof of age for Option 2.

If the person on whose life payments are based under Option 2 dies before all guaranteed payments have

been made, or before all proceeds have been paid under Option 1, 3, or 4, then the remaining value under Option 1, 3, or 4 and any other remaining guaranteed payments commuted at 3% per year will be paid to the beneficiary.

**PAYMENT OPTION TABLES**  
Monthly Payments for Each \$1,000 of Proceeds

OPTION 1				OPTION 2											
				Age Last Birthday		Guaranteed Period				Age Last Birthday		Guaranteed Period			
Yrs.	Monthly Payments	Yrs.	Monthly Payments	M	F	10 Years	15 Years	20 Years	Installment Refund	M	F	10 Years	15 Years	20 Years	Installment Refund
1	\$84.47	26	\$4.59	41	45	\$3.82	\$3.80	\$3.76	\$3.74	65	69	\$6.39	\$5.85	\$5.24	\$5.98
2	42.86	27	4.47	42	46	3.88	3.85	3.81	3.79	66	70	6.57	5.96	5.28	6.14
3	28.99	28	4.37	43	47	3.94	3.91	3.87	3.85	67	71	6.75	6.06	5.33	6.32
4	22.06	29	4.27	44	48	4.00	3.97	3.92	3.90	68	72	6.93	6.16	5.36	6.51
5	17.91	30	4.18	45	49	4.07	4.03	3.97	3.96	69	73	7.12	6.25	5.39	6.71
6	15.14	31	4.10	46	50	4.14	4.10	4.03	4.02	70	74	7.32	6.34	5.42	6.93
7	13.16	32	4.02	47	51	4.21	4.16	4.09	4.08	71	75	7.51	6.42	5.44	7.15
8	11.68	33	3.95	48	52	4.29	4.23	4.15	4.15	72	76	7.70	6.49	5.46	7.39
9	10.53	34	3.88	49	53	4.37	4.31	4.21	4.22	73	77	7.89	6.56	5.48	7.65
10	9.61	35	3.82	50	54	4.45	4.39	4.28	4.29	74	78	8.08	6.62	5.49	7.91
11	8.86	36	3.76	51	55	4.55	4.47	4.34	4.37	75	79	8.26	6.67	5.49	8.21
12	8.24	37	3.70	52	56	4.64	4.55	4.41	4.45	76	80	8.43	6.72	5.50	8.51
13	7.71	38	3.65	53	57	4.74	4.64	4.48	4.54	77	81	8.60	6.75	5.51	8.84
14	7.26	39	3.60	54	58	4.85	4.72	4.55	4.62	78	82	8.75	6.78	5.51	9.20
15	6.87	40	3.55	55	59	4.96	4.82	4.62	4.72	79	83	8.90	6.81	5.51	9.57
16	6.53	41	3.50	56	60	5.07	4.91	4.69	4.82	80	84	9.02	6.83	5.51	9.97
17	6.23	42	3.46	57	61	5.19	5.01	4.75	4.92	81	85+	9.14	6.84	5.51	10.41
18	5.96	43	3.42	58	62	5.32	5.11	4.82	5.03	82		9.24	6.85	5.51	10.86
19	5.73	44	3.38	59	63	5.45	5.21	4.89	5.14	83		9.32	6.86	5.51	11.35
20	5.51	45	3.34	60	64	5.60	5.32	4.95	5.26	84		9.39	6.86	5.51	11.90
21	5.32	46	3.31	61	65	5.74	5.43	5.02	5.39	85+		9.45	6.87	5.51	12.44
22	5.15	47	3.28	62	66	5.89	5.53	5.08	5.53						
23	4.99	48	3.25	63	67	6.05	5.64	5.14	5.67						
24	4.84	49	3.22	64	68	6.22	5.75	5.19	5.82	+ and over		M = Male	F = Female		
25	4.71	50	3.19												
Annual = 11.839 x monthly Semiannual = 5.963 x monthly Quarterly = 2.993 x monthly				For Option 2 Annual = 11.688 x monthly Semiannual = 5.923 x monthly Quarterly = 2.985 x monthly											

**LANDMARK LIFE INSURANCE COMPANY**  
**Brownwood, Texas**

**EXTENDED CARE RIDER**

This rider modifies the Policy to which it is attached. In case of conflict with any provision of the Policy, the provisions of this rider will control. This rider is effective on the Policy Date shown on the Specifications Page.

**DEFINITIONS**

- “Extended care” means treatment which is:
  - ◆ prescribed by a physician
  - ◆ given by a qualified medical professional; and
  - ◆ received by the Owner or the Owner’s spouse (“Care Receiver”) while staying in a qualified institution.
- A “qualified institution” is a licensed hospital or licensed skilled or intermediate care nursing facility operated pursuant to state and federal law. The following are not qualified institutions:
  - ◆ any home, facility, or part thereof used primarily for rest;
  - ◆ a home or facility for the aged or for the care of drug addicts or alcoholics; or
  - ◆ a home or facility primarily used for the care and treatment of mental diseases or disorders, or custodial or educational care.
- A “qualified medical professional” is a legally qualified practitioner of a healing profession who is:
  - ◆ acting within the scope of his or her license; and
  - ◆ not a resident of the Care Receiver’s household or related to the Care Receiver by blood or marriage.
- “Treatment” is the diagnosis and rendering of medically necessary medical care for a medical condition.

## **RIDER BENEFIT**

The Company will waive the Surrender Charges if:

- the Care Receiver receives extended care in a qualified institution for at least ninety (90) consecutive days;
- the extended care begins at least one year after the Policy Date; and
- this rider is in force at the end of the ninety (90) day period.

This waiver will continue while this rider is in force as long as the Care Receiver receives continuous extended care.

## **REQUEST FOR WAIVER**

We must receive a written request for partial or total withdrawal, with proof of extended care, within 90 days of the last day extended care was received, or while the extended care is ongoing.

## **TERMINATION**

This rider will terminate on the earliest of:

- the date the annuity Policy terminates;
- the date income payments begin under a Settlement Option;
- the date on which the Owner turns age 75; or
- the date of the Owner's death, unless the Owner's spouse continues the annuity under the provisions of the Internal Revenue Code §72(s)(3).

LANDMARK LIFE INSURANCE COMPANY

Secretary

SERFF Tracking Number: RDWS-126624097 State: Arkansas  
 Filing Company: Landmark Life Insurance Co. State Tracking Number: 45671  
 Company Tracking Number:  
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium  
 Variable  
 Product Name: Landmark Life FPDA  
 Project Name/Number: /

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification		
<b>Comments:</b>		
<b>Attachment:</b> FLESCH FPDA Arkansas.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Application		
<b>Comments:</b>		
<b>Attachment:</b> FPDAAPP Arkansas.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Third party authorization		
<b>Comments:</b>		
<b>Attachment:</b> Landmark authorization to file.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Certification		
<b>Comments:</b>		
<b>Attachment:</b> FPDA Arkansas Cert0001.pdf		

## FLESCH READABILITY SCORE CERTIFICATION

### LANDMARK LIFE INSURANCE COMPANY

I, Eddie Mire, am a consulting actuary doing work for Landmark Life Insurance Company. I certify that the following forms have been tested and meet the minimum required reading ease score.

<u>Form Number</u>	<u>Flesch Score</u>
FPDA-9-01	50.2
FPDA 9/01 APP	51.8
ECR-901	44.6

July 20, 2009

Date



Eddie Mire  
Rudd and Wisdom, Inc.

**LANDMARK LIFE INSURANCE COMPANY  
DEFERRED ANNUITY APPLICATION**

PLEASE PRINT

Proposed Annuitant \_\_\_\_\_ S.S.# \_\_\_\_\_ - - \_\_\_\_\_

Address \_\_\_\_\_  
Street and Number City State Zip Code

Telephone Number \_\_\_\_\_

Employer \_\_\_\_\_

Date Employed \_\_\_\_\_ Position \_\_\_\_\_

Date of Birth \_\_\_\_\_ Male \_\_\_\_\_ Female \_\_\_\_\_

Plan \_\_\_\_\_ Annuity Maturity Date \_\_\_\_\_ Initial Premium \_\_\_\_\_ Mode \_\_\_\_\_

Owner, if Name \_\_\_\_\_ S.S.# \_\_\_\_\_  
other than

the Annuitant Relationship \_\_\_\_\_

Address \_\_\_\_\_  
Street and Number City State Zip Code

Will this policy replace or change any other insurance or Annuity Contract? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, give details and name of company \_\_\_\_\_

**BENEFICIARY**

Beneficiary Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address: \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Street and Number City State Zip Code

Contingent Beneficiary, special requests or additional information:

I have reviewed the sales literature explaining the contract applied for and understand and accept the provisions, if any, relating to guaranteed and non-guaranteed interest rates, and surrender charges.

Signed at \_\_\_\_\_ on \_\_\_\_\_, 19 \_\_\_\_.

Applicant's Signature \_\_\_\_\_

Annuitant's Signature \_\_\_\_\_

if other than Applicant \_\_\_\_\_

Make check payable to LANDMARK LIFE INSURANCE COMPANY

TO BE COMPLETED BY AGENT: I \_\_\_\_\_ do \_\_\_\_\_ do not have any knowledge or reason to believe that replacement or a change in any other insurance or annuity contract may be involved. If you do have such knowledge, give details, name of company and attach required documents.

Agent's Name (Print) \_\_\_\_\_ Code # \_\_\_\_\_

Agent's Signature \_\_\_\_\_ Date \_\_\_\_\_

Form No. FPDA 9/01 APP

Landmark Life Insurance Company  
P. O. Box 40, Brownwood, Texas 76804 Do not detach unless Premium is Paid with Application  
(915) 646-6579

Receipt

RECEIPT of the sum of \_\_\_\_\_ Dollars (\$) \_\_\_\_\_  
as payment of the first premium for a DEFERRED ANNUITY plan is hereby acknowledged subject to the terms and conditions of the Application.

Payment of the above sum was made by  Check  Cash. (Check One)

City \_\_\_\_\_ State \_\_\_\_\_ Date \_\_\_\_\_ 19 \_\_\_\_\_ Agent \_\_\_\_\_



INSURANCE COMPANY

211 East Commerce, Brownwood, Texas 76801  
P.O. Box 40, Brownwood Texas 76804

915-646-6579 Fax 915-646-3688  
800-299-5433

August 7, 1996

Texas Department of Insurance  
PO Box 149104  
Austin, Texas 78714-9104

This letter is to authorize Rudd & Wisdom, Inc., Consulting Actuaries for Landmark Life Insurance Company, to file policy forms for approval with the Texas Department of Insurance.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas A. Munson", written over a horizontal line.

Thomas A. Munson  
President

# Rudd and Wisdom, Inc.

## CONSULTING ACTUARIES

Mitchell L. Bilbe, F.S.A.  
Evan L. Dial, F.S.A.  
Philip S. Dial, F.S.A.  
Charles V. Faerber, F.S.A., A.C.A.S.  
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Robert M. May, F.S.A.  
J. Christopher McCaul, F.S.A.  
Edward A. Mire, F.S.A.  
Rebecca B. Morris, A.S.A.  
Michael J. Muth, F.S.A.  
Khiem Ngo, F.S.A.  
Ronald W. Tobleman, F.S.A.  
David G. Wilkes, F.S.A.

May 21, 2010

Arkansas Insurance Department

Re: RDWS-126624097  
Landmark Life Insurance Co.  
Form No. FPDA-9-01 (AR)

With reference to the attached form, per A.C.A. 23-79-138, we will provide each policyowner with the servicing agent's name, address and phone number. The home office information is listed on the policy form.

I certify that this filing meets the provisions of Regulation 19s10B as well as all applicable requirements of the Department.

5/24/10  
Date

  
Edward Mire



LANDMARK LIFE INSURANCE COMPANY  
Post Office Box 40, Brownwood, Texas 76804 · 915/646-6579

We will pay the annuity benefits provided in the policy, subject to all provisions of the policy.

Secretary

President

Please Note: We have relied on the information in the application as being true and complete to the best of the knowledge and belief of the person giving it. A copy of the application is attached.

You may cancel this policy by returning it to us or our agent within 10 days after you receive it and we will refund all premiums paid.

**DEFERRED ANNUITY  
FLEXIBLE PREMIUMS  
EXCESS INTEREST  
NONPARTICIPATING**

FPDA-9-01

**POLICY SCHEDULE**

ANNUITANT:

MATURITY DATE:

OWNER:

INITIAL PREMIUM:

POLICY DATE:

POLICY NUMBER:

SEX AND ISSUE AGE  
OF ANNUITANT:

## 1. DEFINITIONS

**1.1 You, Your** means the Owner of this policy.

**1.2 We, Us, Our** means Landmark Life Insurance Company.

**1.3 Full Force** means the policy is in force and has not terminated by full surrender or death.

**1.4 Home Office** means Landmark Life Insurance Company, Brownwood, Texas

**1.5 Written Request** means a request in writing in a form satisfactory to us and filed at our Home Office.

## 2. THE CONTRACT

**2.1 Entire Contract.** The entire contract consists of this policy and the application. We consider all statements in the application to be true representations and not warranties. No statement will be used to void this policy or to defend against a claim unless the statement is contained in the application.

**2.2 Incontestability.** We cannot contest this policy after it has been in force during the lifetime of the

Annuitant for 2 years from the Policy Date. This limitation on our right to contest does not apply to nonpayment of premiums or to any rider providing benefits for disability or accidental death.

**2.3 Modifications.** Any modification of this policy must be in writing and signed by an officer of our Company. We do not authorize our agents to modify, waive, or extend any of the conditions of this policy.

## 3. BENEFITS

**3.1 Annuity Benefit.** We will pay a monthly annuity purchased by the accumulation value to the Annuitant if the Annuitant is alive on the Maturity Date. The amount of the annuity will be determined by applying the accumulation value on the Maturity Date under payment option 2, 10 years guaranteed and life. The first payment will be on the Maturity Date.

**3.2 Death Benefit.** If the death of the Annuitant occurs prior to the Maturity Date and while this policy is in full force, we will pay a death benefit to the beneficiary upon receipt of due proof of death. The death benefit will be the accumulation value as of the date of death. This policy will terminate upon payment of the death benefit.

**3.3 Incorrect Age.** Any amount to be paid may be adjusted when the age or sex of the Annuitant has not been correctly stated. The adjustment will be based on the correct age or sex.

**3.4 Accumulation Value.** The accumulation value is the sum of the premiums less any accumulation values surrendered, or applicable premium taxes plus credited compound interest. Interest is accrued from the date a premium is received. We guarantee that interest credited will not be less than 3.0% per year, but we may credit interest in excess of the guaranteed rate. The amount of excess interest which we credit may depend on the amount of the Accumulation Value.

The table shows the guaranteed accumulation value assuming: (1) \$1,000 is paid at the beginning of each policy year; (2) No partial surrenders have been made; (3) No premium taxes are applicable. If these assumptions are not correct, the guaranteed accumulation value will vary. Values not shown in the table will be provided to you by us on request.

TABLE OF ACCUMULATION VALUE AT  
GUARANTEED INTEREST RATE

<u>End Of Year</u>	<u>Guaranteed Accumulation Value</u>	<u>End Of Year</u>	<u>Guaranteed Accumulation Value</u>
1	\$1,030.00	11	\$13,192.03
2	2,090.90	12	14,617.79
3	3,183.63	13	16,086.32
4	4,309.14	14	17,598.91
5	5,468.41	15	19,156.88
6	6,662.46	16	20,761.59
7	7,892.34	17	22,414.44
8	9,159.11	18	24,116.87
9	10,463.88	19	25,870.37
10	11,807.80	20	27,676.49

**3.5 Surrender.** At any time prior to the Maturity Date, you may surrender this Policy by written request to us for the accumulation value less any surrender charges, and this Policy will terminate.

**3.6 Partial Surrender.** At any time prior to the Maturity Date, you may surrender part of the accumulation value by written request to us. The amount payable is part of the accumulation value surrendered less any surrender charges.

**4.1 Premiums.** The first premium is due on the Policy Date. All premiums after the first are payable in the amounts and at the intervals determined by you. We reserve the right to reject any single payment of less than twenty-five dollars.

You may in any one policy year make as many as three partial surrenders. However, no partial surrender may be made which would reduce the accumulation value below \$1,000.00. The surrender charge will only apply to the extent that the cumulative surrenders, either partial or complete, in a policy year exceed 10% of the accumulation value at the date of surrender. We reserve the right to defer the payment of any surrender value for a period not to exceed six months after Your written request is received by us. The values provided by this policy are not less than the minimum values required by the state where this policy is delivered. Any paid-up cash surrender or death benefits available at any time shall be calculated with allowance for the lapse of time and payment of premiums beyond the beginning of the policy year.

**3.7 Surrender Charges.** Surrender charges will be computed on the following basis:

<u>Policy Year of Surrender</u>	<u>Percent Applicable to Accumulation Value Surrendered</u>
1	10%
2	8
3	6
4	4
5	2
6 or later	0

**3.8 Maturity Date** is stated in the Schedule. It may be changed by you by written request to us, but can be no later than the date of the Annuitant's 99th birthday, nor no earlier than the end of the first policy year in which the surrender charge is zero.

#### 4. PREMIUMS

Premiums shall be paid to us at our Home Office or to an authorized agent. A receipt signed by the President, Treasurer, Secretary or Assistant Secretary and duly countersigned will be given upon request.

## 5. OWNERSHIP AND BENEFICIARY

**5.1 Ownership.** During the Annuitant's life, you may exercise any right given by this policy or that we allow. You may transfer ownership of this policy by written request. The transfer will take effect on the day you sign the request, but it will not apply to any payment made or action taken before we receive the request. A transfer of ownership does not change the beneficiary. We will not be responsible for the validity of a change of ownership. If you die, ownership will automatically be transferred to your estate.

**5.2 Collateral Assignment.** You may assign this policy as collateral security. An assignment is not binding on us unless it is in writing and filed at our Home Office. We are not responsible for the validity of any assignment. A collateral assignment does not transfer ownership, but your rights will be subject to the terms of the assignment.

**5.3 Beneficiary.** The original beneficiary designation is in the application. You may change the beneficiary designation by signing an application for such change during the Annuitant's lifetime and filing it at our Home Office. The change will be effective on the date you signed the application whether or not the Annuitant is living when we receive the application at our Home Office. However, any payment made by us in settlement of the policy prior to such receipt will fully discharge us to the extent of the payment. If no beneficiary survives the Annuitant, payment will be made to you, if living, or your estate.

## 6. OPTIONAL METHODS OF PAYMENT

**6.1 Payment Options.** You may elect to have the proceeds of this policy paid under any of the payment options described below by making written request during the Annuitant's lifetime. If no election is in effect at the Annuitant's death, the beneficiary may elect a payment option not later than 6 months after the death benefit is payable and before it is paid. Payment Option Tables are shown below and are based on 3% per year. The proceeds may be paid in any other manner agreed to by us.

**Option 1. Payment for a Guaranteed Period.** Equal monthly payments for the number of years elected, from 1 to 50. We may increase the payments by surplus interest earnings.

**Option 2. Payments for Life.** Equal monthly payments for the guaranteed period elected and thereafter during the lifetime of the person on whose life payments are based. The guaranteed period may be 10, 15, or 20 years, or until the total amount paid equals the proceeds (Installment Refund).

**Option 3. Payments of Specified Amount.** Equal annual, semiannual, quarterly, or monthly payments until the proceeds, together with interest at a rate of not less than 3% a year, are paid in full.

**Option 4. Interest.** Payment of the proceeds may be deferred for up to 50 years, but not beyond the payee's lifetime. Interest earnings on the proceeds at a rate of not less than 3% a year will be paid periodically at the selected interval or added to the proceeds each year.

**6.2 Alternate Life Income Option.** If monthly

payments become payable under Option 2 and are less than could then be bought with the proceeds using our published annuity rates, you may elect the larger payments. For this purpose, the annuity rate is adjusted so that the first payment is due on the effective date of the option.

**6.3 Limitations.** Election of an option may be made only with our consent if

- (1)The option would provide guaranteed payments of less than \$480 a year, or
- (2)proceeds are payable to a corporation, association, partnership, estate, or assignee.

We will require satisfactory proof of age for Option 2.

If the person on whose life payments are based under Option 2 dies before all guaranteed payments have been made, or before all proceeds have been paid under Option 1, 3, or 4, then the remaining value under Option 1, 3, or 4 and any other remaining guaranteed payments commuted at 3% per year will be paid to the beneficiary.

**PAYMENT OPTION TABLES**  
Monthly Payments for Each \$1,000 of Proceeds

OPTION 1				OPTION 2											
				Age Last Birthday		Guaranteed Period				Age Last Birthday		Guaranteed Period			
Yrs.	Monthly Payments	Yrs.	Monthly Payments	M	F	10 Years	15 Years	20 Years	Installment Refund	M	F	10 Years	15 Years	20 Years	Installment Refund
1	\$84.47	26	\$4.59	41	45	\$3.82	\$3.80	\$3.76	\$3.74	65	69	\$6.39	\$5.85	\$5.24	\$5.98
2	42.86	27	4.47	42	46	3.88	3.85	3.81	3.79	66	70	6.57	5.96	5.28	6.14
3	28.99	28	4.37	43	47	3.94	3.91	3.87	3.85	67	71	6.75	6.06	5.33	6.32
4	22.06	29	4.27	44	48	4.00	3.97	3.92	3.90	68	72	6.93	6.16	5.36	6.51
5	17.91	30	4.18	45	49	4.07	4.03	3.97	3.96	69	73	7.12	6.25	5.39	6.71
6	15.14	31	4.10	46	50	4.14	4.10	4.03	4.02	70	74	7.32	6.34	5.42	6.93
7	13.16	32	4.02	47	51	4.21	4.16	4.09	4.08	71	75	7.51	6.42	5.44	7.15
8	11.68	33	3.95	48	52	4.29	4.23	4.15	4.15	72	76	7.70	6.49	5.46	7.39
9	10.53	34	3.88	49	53	4.37	4.31	4.21	4.22	73	77	7.89	6.56	5.48	7.65
10	9.61	35	3.82	50	54	4.45	4.39	4.28	4.29	74	78	8.08	6.62	5.49	7.91
11	8.86	36	3.76	51	55	4.55	4.47	4.34	4.37	75	79	8.26	6.67	5.49	8.21
12	8.24	37	3.70	52	56	4.64	4.55	4.41	4.45	76	80	8.43	6.72	5.50	8.51
13	7.71	38	3.65	53	57	4.74	4.64	4.48	4.54	77	81	8.60	6.75	5.51	8.84
14	7.26	39	3.60	54	58	4.85	4.72	4.55	4.62	78	82	8.75	6.78	5.51	9.20
15	6.87	40	3.55	55	59	4.96	4.82	4.62	4.72	79	83	8.90	6.81	5.51	9.57
16	6.53	41	3.50	56	60	5.07	4.91	4.69	4.82	80	84	9.02	6.83	5.51	9.97
17	6.23	42	3.46	57	61	5.19	5.01	4.75	4.92	81	85+	9.14	6.84	5.51	10.41
18	5.96	43	3.42	58	62	5.32	5.11	4.82	5.03	82		9.24	6.85	5.51	10.86
19	5.73	44	3.38	59	63	5.45	5.21	4.89	5.14	83		9.32	6.86	5.51	11.35
20	5.51	45	3.34	60	64	5.60	5.32	4.95	5.26	84		9.39	6.86	5.51	11.90
21	5.32	46	3.31	61	65	5.74	5.43	5.02	5.39	85+		9.45	6.87	5.51	12.44
22	5.15	47	3.28	62	66	5.89	5.53	5.08	5.53						
23	4.99	48	3.25	63	67	6.05	5.64	5.14	5.67						
24	4.84	49	3.22	64	68	6.22	5.75	5.19	5.82	+ and over		M = Male		F = Female	
25	4.71	50	3.19												
Annual = 11.839 x monthly Semiannual = 5.963 x monthly Quarterly = 2.993 x monthly				For Option 2 Annual = 11.688 x monthly Semiannual = 5.923 x monthly Quarterly = 2.985 x monthly											