

SERFF Tracking Number: MLLM-125871410 State: Arkansas  
 Filing Company: Commonwealth Annuity and Life Insurance Company State Tracking Number: 40781  
 Company Tracking Number: 0146ALM01-22  
 TOI: L07I Individual Life - Whole Sub-TOI: L07I.101 Fixed/Indeterminate Premium - Single Life  
 Product Name: Whole Life Insurance with Maturity Value at Age 120  
 Project Name/Number: Commonwealth Annuity and Life Insurance Company/0146ALM01-22

## Filing at a Glance

Company: Commonwealth Annuity and Life Insurance Company

Product Name: Whole Life Insurance with Maturity Value at Age 120 SERFF Tr Num: MLLM-125871410 State: ArkansasLH

TOI: L07I Individual Life - Whole

SERFF Status: Closed

State Tr Num: 40781

Sub-TOI: L07I.101 Fixed/Indeterminate Premium - Single Life

Co Tr Num: 0146ALM01-22

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Author: Jeff Kulesus

Disposition Date: 11/10/2008

Date Submitted: 11/05/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Commonwealth Annuity and Life Insurance Company

Status of Filing in Domicile: Pending

Project Number: 0146ALM01-22

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: The filing was submitted in the domiciliary state, Massachusetts, and is there pending review and approval.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 11/10/2008

State Status Changed: 11/10/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

This filing is submitted for your review and approval on behalf of Commonwealth Annuity and Life Insurance Company ("Commonwealth"). A letter from Commonwealth authorizing Milliman to conduct this filing is included with this

SERFF Tracking Number: MLLM-125871410 State: Arkansas  
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TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life  
Product Name: Whole Life Insurance with Maturity Value at Age 120  
Project Name/Number: Commonwealth Annuity and Life Insurance Company/0146ALM01-22  
submission.

The forms are submitted in final printed format except for slight font and formatting variations that may occur due to Commonwealth production printers. Commonwealth takes care to assure that printer-based variations are minimized; however, should changes occur, such changes will not alter the content or meaning of any approved forms.

The forms sent with this submission are new and have not been previously filed with or approved by the Department for Commonwealth. They contain no unusual or controversial features or language that deviate from normal insurance industry standards. Please note that portions of the forms filed with this submission are bracketed as variable, and may change as described in the attached actuarial memorandum and Explanation of Variability.

The forms filed with this submission are intended to serve as conversion forms and have been filed concurrently in the Commonwealth domiciliary state, Massachusetts.

Form 5100-08 AR is a single life individual whole life insurance policy with level premium to age 120. Issue age limits are 0-90 for policy issues. The policy is intended to be used for the conversion of temporary insurance products to permanent whole life insurance, and will not be illustrated.

Conversion Application form 5101-08 is designed for use with form 5100-08 AR in situations where Commonwealth policies are converted to the Commonwealth conversion policy.

The form 5102-08 Waiver of Premium for Total Disability Benefit Rider is designed to provide continuation of waiver of premium benefits for total disability similar to those provided by the forms being converted to the Commonwealth policy. The premium and benefit associated with this Rider are shown on the Policy Data page.

Attached are copies of the actuarial memorandum, certifications, statement of variability and other documentation as required by your Department.

Your prompt review and approval of this contract is greatly appreciated.

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## Company and Contact

### Filing Contact Information

(This filing was made by a third party - MUSA01)

Jeff Kulesus, Compliance Consultant Jeff.Kulesus@Milliman.com  
 2 Conway Park, Ste. 180 (312) 499-5635 [Phone]  
 Lake Forest, IL 60045 (847) 604-8671[FAX]

### Filing Company Information

Commonwealth Annuity and Life Insurance Company CoCode: 84824 State of Domicile: Massachusetts  
 2132 Turnpike Road, Suite 210 Group Code: 3891 Company Type: Life  
 Southborough, MA 01772 Group Name: State ID Number:  
 (508) 460-2400 ext. [Phone] FEIN Number: 04-6145677  
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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$90.00  
 Retaliatory? No  
 Fee Explanation: 1 major form x \$50.00@ + 2 forms x \$20.00  
 @ \$40.00 = \$90.00  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Commonwealth Annuity and Life Insurance Company	\$90.00	11/05/2008	23720041

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	11/10/2008	11/10/2008



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 Life  
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Authorization Letter		Yes
Supporting Document	Statement of Variability		Yes
Supporting Document	Readability Certification		Yes
Form	Whole Life Insurance with Maturity Value at Age 120		Yes
Form	Conversion Application		Yes
Form	Waiver of Premium for Total Disability Benefit Rider		Yes

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## Form Schedule

Lead Form Number: 5100-08 AR

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	5100-08 AR	Policy/Cont Whole Life Insurance Initial ract/Fratern with Maturity Value at al Age 120 Certificate	Initial		76	5100-08 AR Whole Life Insurance with Maturity Value at Age 120.pdf
	5101-08	Application/ Conversion Enrollment Application Form	Initial		45	5101-08 Conversion Application 10-29-2008.pdf
	5102-08	Policy/Cont Waiver of Premium ract/Fratern for Total Disability al Benefit Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		59	5102-08 Waiver of Premium for Total Disability Benefit Rider 10-22-2008.pdf



[132 Turnpike Road, Suite 210, Southborough, MA 01772]  
[Phone: 508.460.2400]

Commonwealth Annuity and Life Insurance Company is called 'we', 'us' or 'our'. We will pay the benefits of this Policy, subject to its terms and conditions.

If the Insured's death occurs while the Policy is in force prior to the Maturity Date, we will pay the Death Benefit to the Beneficiary when we receive due proof of the Insured's death. If the Insured is living on the Maturity Date, we will pay you, the Owner, the Maturity Value. Unless changed, the Beneficiary is as named in the application.

**Right to Cancel Policy – If you are not satisfied with this Policy, you may void it by returning it to us or to our agent within 30 days after you receive it. Returning the Policy will void it from the Issue Date and we will refund all of your Premium.**

**READ YOUR POLICY CAREFULLY. This Policy is a legal contract between the Owner and us. This Policy is issued in consideration of the application and the initial Premium.**

Signed for the Company

Michael A. Reardon  
President

Samuel Ramos  
Corporate Secretary

**Whole Life Insurance with Maturity Value at Age 120**

**The Premiums are payable for the period specified. The Death Benefit is payable if the Insured dies prior to the Maturity Date. Otherwise the Maturity Value is payable on the Maturity Date. This is a Guaranteed Cost Policy. Nonparticipating.**

# Guide to Policy Provisions

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## Policy Data

Policy Number	[12345678]			
Issue Date	[April 1, 2006]			
Insured	[John Doe]			
Insured Age at Issue Date	[35]			
Sex of Insured	[Male]			
Owner <sup>1</sup> :	[John Doe]			
Beneficiary <sup>1</sup> :	[Jane Doe, Spouse]			
Plan of Insurance:	[Whole Life Insurance]			
Face Amount:	[\$10,000]			
Maturity Date:	[April 1, 2071]			
Premium:	[\$198.00] <sup>2</sup>			
Frequency of Premium:	[Annual]			
Schedule of Total Premiums:	Annually [\$198.00]	Semi-Annually [\$102.96]	Quarterly [\$54.45]	Monthly [\$17.82]
Premium Class:	[Standard Nontobacco]			

<sup>1</sup> The Owner and Beneficiary are shown as stated in the application unless changed in accordance with Policy provisions at a later date.

<sup>2</sup> Includes modal portion of the \$60.00 annual Policy fee.

Table Rating: [None]

### RIDER BENEFITS AND PREMIUMS

	<u>First Annual Premium</u> <sup>3</sup>	<u>Years Payable</u>	<u>Benefit Payable</u>
Waiver of Premium for Total Disability Benefit Rider	\$[ 3.40]	To age 65	Waive Premium <sup>4</sup>

<sup>3</sup> Rider Premiums are not required to keep the insurance under this Policy in force. Please see the Rider Termination Provision(s) for more details.

<sup>4</sup> See Rider for more details about the Benefit payable.

**Contact our Administrative Office for more information about the coverage provided under your Policy:**

**Commonwealth Annuity and Life Insurance Company**

[132 Turnpike Road, Suite 210]

[Southborough, MA 01772]

[Phone: 508.460.2400]

## Policy Data (Cont'd)

**Table of Annual Policy Premiums – The \$60 annual Policy fee is included in the Premiums shown below.**

Policy Year	Whole Life Policy	Waiver of Premium	Total Premium	Policy Year	Whole Life Policy	Waiver of Premium	Total Premium
1	198.00	3.40	201.40	46	198.00		198.00
2	198.00	3.40	201.40	47	198.00		198.00
3	198.00	3.40	201.40	48	198.00		198.00
4	198.00	3.40	201.40	49	198.00		198.00
5	198.00	3.40	201.40	50	198.00		198.00
6	198.00	3.40	201.40	51	198.00		198.00
7	198.00	3.40	201.40	52	198.00		198.00
8	198.00	3.40	201.40	53	198.00		198.00
9	198.00	3.40	201.40	54	198.00		198.00
10	198.00	3.40	201.40	55	198.00		198.00
11	198.00	3.40	201.40	56	198.00		198.00
12	198.00	3.40	201.40	57	198.00		198.00
13	198.00	3.40	201.40	58	198.00		198.00
14	198.00	3.40	201.40	59	198.00		198.00
15	198.00	3.40	201.40	60	198.00		198.00
16	198.00	3.40	201.40	61	198.00		198.00
17	198.00	3.40	201.40	62	198.00		198.00
18	198.00	3.40	201.40	63	198.00		198.00
19	198.00	3.40	201.40	64	198.00		198.00
20	198.00	3.40	201.40	65	198.00		198.00
21	198.00	3.40	201.40	66	198.00		198.00
22	198.00	3.40	201.40	67	198.00		198.00
23	198.00	3.40	201.40	68	198.00		198.00
24	198.00	3.40	201.40	69	198.00		198.00
25	198.00	3.40	201.40	70	198.00		198.00
26	198.00	3.40	201.40	71	198.00		198.00
27	198.00	3.40	201.40	72	198.00		198.00
28	198.00	3.40	201.40	73	198.00		198.00
29	198.00	3.40	201.40	74	198.00		198.00
30	198.00	3.40	201.40	75	198.00		198.00
31	198.00	3.40	201.40	76	198.00		198.00
32	198.00		198.00	77	198.00		198.00
33	198.00		198.00	78	198.00		198.00
34	198.00		198.00	79	198.00		198.00
35	198.00		198.00	80	198.00		198.00
36	198.00		198.00	81	198.00		198.00
37	198.00		198.00	82	198.00		198.00
38	198.00		198.00	83	198.00		198.00
39	198.00		198.00	84	198.00		198.00
40	198.00		198.00	85	198.00		198.00
41	198.00		198.00				
42	198.00		198.00				
43	198.00		198.00				
44	198.00		198.00				
45	198.00		198.00				

For Other Frequency of Premium Multiply the Total Premium by:

.52 for Semi-Annual;

.275 for Quarterly;

.09 for Monthly.

## Table of Guaranteed Nonforfeiture Values

The Guaranteed Nonforfeiture Values for your Policy are determined by the Insured's age, sex, Premium Class and Table Rating on the Issue Date and by the number of years that Premiums have been paid. The values assume that there are no policy loans. Due allowance will be made for any Premium paid for a fraction of a year. The cash and paid-up values are for each \$1000 of Face Amount.

**For each \$1000 of Face Amount as shown in the Policy Data page.**

Insured's Age at Issue Date, [35]; Insured's Sex, [Male]; and Premium Class, [Standard Nontobacco].

Policy Anniversary In	Payment Paid In Force for: Full Years	Age	Cash Value	Paid-Up Insurance	Net Single Premium
2007	1	35	0.0	0.0	193.85
2008	2	36	0.0	0.0	201.15
2009	3	37	5.82	27.88	208.72
2010	4	38	15.66	72.30	216.55
2011	5	39	25.85	115.04	224.66
2012	6	40	36.38	156.10	233.04
2013	7	41	47.25	195.49	241.70
2014	8	42	58.45	233.23	250.61
2015	9	43	69.97	269.35	259.78
2016	10	44	81.82	303.91	269.21
2017	11	45	93.98	336.98	278.89
2018	12	46	106.49	368.67	288.84
2019	13	47	119.39	399.15	299.12
2020	14	48	132.75	428.58	309.75
2021	15	49	146.56	456.95	320.74
2022	16	50	160.79	484.22	332.07
2023	17	51	175.42	510.37	343.71
2024	18	52	190.40	535.39	355.63
2025	19	53	205.73	559.31	367.83
2026	20	54	221.34	582.80	380.26
2027	21	55	237.20	603.75	392.88
2028	22	56	253.35	624.42	405.73
2029	23	57	269.81	644.19	418.84
2030	24	58	286.64	663.17	432.23
2031	25	59	303.80	681.33	445.89
2032	26	60	321.21	698.67	459.75
2033	27	61	338.80	715.15	473.74
2034	28	62	356.49	730.78	487.82
2035	29	63	374.26	745.59	501.97
2036	30	64	392.13	759.66	516.19
2037	31	65	410.12	773.07	530.51
2038	32	66	428.28	785.89	544.96
2039	33	67	446.65	798.18	559.58
2040	34	68	465.24	809.99	574.38
2041	35	69	484.03	821.31	589.33

## Table of Guaranteed Nonforfeiture Values, Continued

**For each \$1000 of Face Amount as shown in the Policy Data page.**

Insured's Age at Issue Date, [35]; Insured's Sex, [Male]; and Premium Class, [Standard Nontobacco].

Policy Anniversary In	Payment Paid In Force for: Full Years	Age	Cash Value	Paid-Up Insurance	Net Single Premium
2042	36	70	502.93	832.15	604.38
2043	37	71	521.82	842.45	619.41
2044	38	72	540.58	852.19	634.34
2045	39	73	559.23	861.43	649.19
2046	40	74	577.81	870.23	663.97
2047	41	75	596.29	878.60	678.68
2048	42	76	614.62	886.55	693.28
2049	43	77	632.69	894.07	707.65
2050	44	78	650.35	901.12	721.71
2051	45	79	667.52	907.73	735.38
2052	46	80	684.13	913.89	748.60
2053	47	81	700.17	919.63	761.37
2054	48	82	715.69	925.00	773.71
2055	49	83	730.66	930.03	785.63
2056	50	84	745.02	934.71	797.06
2057	51	85	758.66	939.03	807.92
2058	52	86	771.50	943.00	818.14
2059	53	87	783.50	946.62	827.69
2060	54	88	794.62	949.89	836.54
2061	55	89	804.87	952.85	844.69
2062	56	90	814.38	955.55	852.27
2063	57	91	823.36	958.05	859.41
2064	58	92	831.81	960.37	866.13
2065	59	93	839.70	962.50	872.41
2066	60	94	846.99	964.44	878.21
2067	61	95	853.79	966.23	883.63
2068	62	96	860.29	967.92	888.80
2069	63	97	866.45	969.50	893.71
2070	64	98	872.18	970.96	898.26
2071	65	99	877.31	972.25	902.35
2072	66	100	881.97	973.41	906.06
2073	67	101	886.53	974.54	909.69
2074	68	102	890.98	975.64	913.23
2075	69	103	895.32	976.69	916.68
2076	70	104	899.53	977.71	920.03
2077	71	105	903.63	978.70	923.30
2078	72	106	907.63	979.65	926.48
2079	73	107	911.51	980.57	929.57
2080	74	108	915.28	981.46	932.57
2081	75	109	918.93	982.31	935.47

## Table of Guaranteed Nonforfeiture Values, Continued

**For each \$1000 of Face Amount as shown in the Policy Data page.**

Insured's Age at Issue Date, [35]; Insured's Sex, [Male]; and Premium Class, [Standard Nontobacco].

Policy Anniversary In	Payment Paid In Force for: Full Years	Age	Cash Value	Paid-Up Insurance	Net Single Premium
2082	76	110	922.46	983.13	938.28
2083	77	111	925.87	983.92	941.00
2084	78	112	929.16	984.68	943.62
2085	79	113	932.33	985.40	946.14
2086	80	114	935.39	986.10	948.57
2087	81	115	938.32	986.76	950.91
2088	82	116	941.17	987.40	953.17
2089	83	117	944.05	988.05	955.47
2090	84	118	948.78	989.10	959.23
2091	85	119	1000.00	1000.00	1000.00

**Method of Calculation and Basis of Values** — The Guaranteed Nonforfeiture Values for Cash Values and paid-up benefits are based on the 2001 Commissioners Standard Ordinary Ultimate Tables of mortality. All values are calculated using a 4.25% interest rate. The guaranteed values under this Policy are not less than the minimums required by the Standard Nonforfeiture law of the state in which the Policy is delivered. See the NONFORFEITURE VALUES section for more information about Cash Values, Surrender for Cash and Reduced Paid-Up life insurance.

## General Provisions

**The Policy** - This Policy, the application and any riders or endorsements attached thereto are the entire contract. A copy of the application is attached. In the absence of fraud, all statements made in the application are deemed to be representations and not warranties. No statement will be used by us in defense of a claim or to void this Policy unless it is in the signed application.

Only our officers may change this Policy or waive a right or requirement. No agent may do this.

**Policy Anniversary** – The date that occurs the same month of each Policy year as the Issue Date. The first Policy Anniversary is 12 months after the Issue Date.

**Owner** - The Owner is called 'you' or 'your'. Unless changed, the Owner is as named in the application. If all named Owners and contingent Owners have died, the Owner of this Policy is the last surviving Owner's estate.

This Policy is yours. You may use all Policy rights while this Policy is in force. These include the right to:

1. Change the Beneficiary;
2. Change the Owner;
3. Assign this Policy, subject to the rights of an irrevocable Beneficiary, if any; and
4. Receive benefits.

**Beneficiary** - A Beneficiary is a person, or persons, you name in a form satisfactory to us who receives the Death Benefit upon the death of the Insured. A Beneficiary that is irrevocable may not be changed without the written consent of that Beneficiary. You may designate different classes of Beneficiaries such as primary (first) and contingent (second). These classes set the order of payment. A class may contain more than one person. The Death Benefit will be paid in equal shares to the then living person(s) in the class with the highest priority.

If no Beneficiaries are alive at the death of the Insured, the Death Benefit will be paid to the Owner or, if he or she does not survive the Insured, to the Owner's estate.

**Change of Owner or Beneficiary** - Unless you state otherwise, you may change the Owner or the Beneficiary while the Insured is alive. You make a change by writing to us in a form acceptable to us. Once we accept the change, it takes effect as of the date you signed the request.

**Assignment** - While the Insured is alive, you may assign the policy as collateral or make an absolute assignment. Any assignment must include written consent by the irrevocable Beneficiary, if any. We are not responsible for the soundness of an assignment. No assignment will bind us unless it is written and filed with us. Any rights the assignment creates will be subject to any payments we made or actions we took before the assignment is recorded. The rights of the Owner and the Beneficiary are subject to the rights of the person or entity to whom the Policy is assigned.

**Premiums** - Premiums are shown on the Policy Data page. Policy months and years are measured from the Issue Date. Premiums are to be paid in advance with the first Premium due, as shown on the Policy Data page, on the Issue Date. The Policy Data page also shows the frequency of Premiums that are due in the future. All Premiums must be received by us at our Administrative Office by each Premium due date.

You may change the frequency you pay Premium upon request to us. If you do, the amount of the Premium will change. The change will take effect as of the start of the next Policy year. We will refund the part of any Premium paid for any time past the Policy month of the Insured's death.

**Grace Period** - If we do not receive your Premium by its due date, we will allow a Grace Period of 31 days. This Policy will be in force during the Grace Period. If we do not receive the Premium by the end of the Grace Period, this Policy will cease unless there is a paid-up benefit. Paid-up benefits are explained in the section called NONFORFEITURE VALUES.

If the Insured dies during the Grace Period, we will deduct any Premium due us from the Death Benefits we pay.

**Reinstatement** - You may reinstate this Policy - that is, put it back in full force, up to 5 years past the due date of the first Premium not received by us by the end of the Grace Period. You may not use this right if you ended this Policy by surrendering it for cash. We will reinstate the Policy if you:

1. Give us due proof satisfactory to us that the Insured is still insurable;
2. Pay all due Premiums not yet paid with interest at the Reinstatement interest rate of 6% annually from the due date of each Premium; and
3. Pay or ask us to reinstate any loan with interest at the Loan Interest rate from the due date of the first Premium not received by the end of the Grace Period. If the loan amount with interest is more than the Policy's Loan Value on the date of Reinstatement, the excess must be paid.

See the LOANS section for the Loan Interest rate.

**Misstatement of Age or Sex** - If the Insured's age or sex shown on the application is misstated, we will change the Cash Value or Death Benefits we pay to the amounts which the Premiums paid would have bought at the correct age and sex according to our rates in effect on the Issue Date.

**Incontestability** - We cannot contest this Policy once it has been in force while the Insured is alive for 2 years from the Issue Date of the policy (or from two years from the Issue Date of the policy from which this Policy was converted, if applicable). This does not prevent us from terminating the Policy if Premiums are due but not paid.

**Suicide** - If the Insured dies by Suicide while sane or insane within 2 years from the Issue Date of the Policy (or 2 years from the Issue Date of the Issue Date of the policy from which this Policy was converted, if applicable), we will only pay a refund of the Premiums paid, less any Loans and Loan Interest, and the Policy will cease.

**Nonparticipating** – This Policy is Nonparticipating. It does not share in our profits or surplus earnings. We will pay no dividends on this Policy.

## Death Benefit

**Death Benefit** - If the Insured dies while this Policy is in force prior to the Maturity Date, we will pay a Death Benefit to the Beneficiary upon our receipt of:

1. Due proof of the Insured's death in a form acceptable to us; and
2. A fully completed claim form, including all required documentation.

The Death Benefit will be the Face Amount on the date of death as shown on the Policy Data page. . If the Death Benefit is not paid within 30 days after receipt of due proof of the Insured's death, the Death Benefit will include interest at the rate of eight percent (8%) per year from the date of death until the date the Death Benefit is paid. Payment of the Death Benefit is subject to the interest of any assignee of record. Payments paid to satisfy any assignee shall be paid in one sum. If no Beneficiary survives, we will pay the Death Benefit in one sum to you, if you are living; otherwise to your estate. You may choose another method of payment with our consent.

We will deduct all outstanding Loans and Loan Interest from the Death Benefit we pay. If the Insured dies during the Grace Period, we will deduct any Premium due us from the Death Benefit we pay. We will refund the part of any Premium paid for any time past the Policy month of the Insured's death.

## Nonforfeiture Values

**Cash Values** – The Table of Guaranteed Nonforfeiture Values shows the Cash Value at the end of all Policy years if all due Premiums have been paid. The Cash Values of this Policy are not less than the minimum values required by the state in which this Policy is delivered, calculated in accordance with the Basis of Values provision. Cash Values at all times reflect the Premiums which you have paid and the time elapsed in the Policy year.

On any date that this Policy has a Cash Value, you are guaranteed that value even if you stop paying Premiums. The Cash Values may be applied to Surrender for Cash or to Reduced Paid-Up life insurance as described below.

**Surrender for Cash** - This Policy will cease when and if you send us a request in writing to pay you the Cash Value. We will deduct all Loans and Loan Interest from the Cash Value we pay. We reserve the right to defer the payment of any Cash Value for 6 months after you ask us. If we defer payment for 31 days or more, we will pay you interest from the date you ask us to the date of payment. The amount of interest will be at a rate determined by us; this rate will not be less than that required by the state in which the Policy is delivered.

**Reduced Paid-Up** - You may keep this Policy in force as Reduced Paid-Up life insurance. The Cash Value, less all Loans and Loan Interest due, will be used as a net single Premium at the Insured's age at that time to buy the paid-up amount.

We will automatically exercise this option if we do not receive a Premium by the end of the Grace Period, and if the Automatic Premium Loan is not in effect.

## Maturity Value

The Maturity Date is shown on the Policy Data page. If the Insured is living on the Maturity Date, this Policy will cease and we will pay you the Maturity Value, which is the Cash Value. We will deduct all outstanding Loans, Loan Interest and Premiums due us from the Cash Value we pay.

## Loans

**Loan Value** - The Loan Value is the amount which, together with interest at the Loan Interest rate, equals the Cash Value at the end of the Policy month in which the loan is made.

**Cash Loan** - You may have a loan if you assign this Policy to us as sole security. The total amount of your Loans and interest may not exceed the Loan Value. We reserve the right to defer the payment of any cash loan for 6 months after you ask us, except for Automatic Premium Loans.

**Automatic Premium Loan** - We will make a loan to pay a due Premium which is not received by the end of the Grace Period if:

1. You asked us in the application; or
2. You wrote and asked us while the Policy was in force.

Write us if you want to change your request.

The Loan Value, less all Loans and Loan Interest, must be large enough to pay the due Premium. If your Loan Value is insufficient to pay a due Premium, the amount of the Reduced Paid-Up life insurance shall be such as the Cash Value less any indebtedness to us shall provide when applied as a net single Premium at the Insured's Age as of the Premium Due date.

**Loan Interest** - The maximum Loan Interest rate is 8%. We may change the Loan Interest rate, but it will never be more than the maximum rate of 8%, or the maximum amount allowable under the law in the state where this Policy is delivered, if less. Interest accrues daily and is due at the end of each Policy year. Any interest not paid when due is added to the amount of the loan and bears interest at the same rate.

**Loan Repayment** - You may pay back your Loans and Loan Interest at any time. If you do not, we will deduct all Loans and Loan Interest from the amounts we pay.

**Loan Limit** - If your Loans and Loan Interest exceed the Cash Value, this Policy will cease. We will mail a notice to you and all assignees at least 31 days before we terminate this Policy.

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[132 Turnpike Road, Suite 210, Southborough, MA 01772]  
[Phone: 508.460.2400]

### **Whole Life Insurance with Maturity Value at Age 120**

**The Premiums are payable for the period specified. The Death Benefit is payable if the Insured dies prior to the Maturity Date. Otherwise the Maturity Value is payable on the Maturity Date. This is a Guaranteed Cost Policy. Nonparticipating.**



[132 Turnpike Road, Suite 210, Southborough, MA 01772]  
 [Phone: 508.460.2400]

### CONVERSION APPLICATION

<b>Policy Number being converted:</b>		<b>Effective date of policy being converted:</b>				
<b>Proposed Insured</b> (first, middle, last)		<b>Date of Birth</b>		<b>Sex</b>		<b>SSN</b>
		<b>Place</b>		<input type="checkbox"/> M <input type="checkbox"/> F		
<b>Address</b> (Proposed Insured)		<b>City</b>		<b>State</b>		<b>Zip Code</b>
<b>Owner</b> (if other than insured)	<b>Relationship</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>SSN</b>
<b>Phone Number of Proposed Insured and Owner</b> (if other than insured):						
<b>Beneficiary</b>	<b>Relationship</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	
<b>Contingent Beneficiary</b>	<b>Relationship</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	
<b>Current Face Amount:</b> _____						
<b>Face amount Requested:</b> _____						
<b>Premium Mode:</b> <input type="checkbox"/> annual <input type="checkbox"/> semi-annual <input type="checkbox"/> quarterly <input type="checkbox"/> monthly <input type="checkbox"/> automatic bank draft (requires completion of Bank Authorization Form)						
<b>Automatic Premium Loan:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No						
<b>Waiver of Premium Rider:</b>						
<p>If your current policy provides that a Waiver of Premium Rider will be issued to you, at your request, if you convert the policy to a new policy, you may request the Waiver of Premium Rider by checking and initialing the box below. The Waiver of Premium Rider will be on a form currently issued by the Company.</p> <input type="checkbox"/> I request the Waiver of Premium Rider. Initials: _____						
<b>Comments:</b>						

**FRAUD NOTICES**

**[For Residents of Florida:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree. ]

**[For Residents of Kansas:** Any person who knowingly and with intent to defraud presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.]

**[For Residents of Minnesota:** Any person who knowingly or willfully makes a false or fraudulent statement in, or relative to, any application for insurance or membership for any purpose shall be guilty of a gross misdemeanor. ]

**[For Residents of New Jersey:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties. ]

**[For Residents of New Mexico:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.]

**[For Residents of Kentucky, Ohio and Pennsylvania:** 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.]

**[For Maryland:** 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.]

**[For Residents of District of Columbia, Maine and Tennessee:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.]

**[For Residents of Washington:** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.]

**[Notice For Residents of All Other States:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.]

**AGREEMENT**

**I declare** to the best of my knowledge and belief the foregoing statements and answers are complete and true.

**I agree** that if Commonwealth Annuity and Life Insurance Company ("the Company") accepts this application, such approval shall be based upon the above statements and answers, which shall be deemed to be representations and not warranties.

**I further agree** that insurance will not take effect until the application is approved and accepted by the Company, and at least the first modal premium has been paid in full.

**I request** that this transaction be completed by the Company and agree on behalf of myself and all of my heirs, beneficiaries, assignees and any others claiming under the above policy to release, indemnify and hold the Company harmless from any liability incurred because of completing the above transaction.

**I expressly represent** that all persons signing below are of legal age and that no proceedings in bankruptcy are pending against any of them.

Dated at (City and State) \_\_\_\_\_, this \_\_\_\_\_ Day of \_\_\_\_\_.

\_\_\_\_\_  
Proposed Insured (if age 16 or over) or Legal Representative &  
Legal Representative's Authority/Relationship to Proposed Insured

\_\_\_\_\_  
Spouse (if to be insured) or 2nd Proposed Insured (if J.W.L.)

\_\_\_\_\_  
Witness (not related) or Agent

\_\_\_\_\_  
Owner (if not Proposed Insured) and relationship

\_\_\_\_\_  
Servicing Agent's Name:

\_\_\_\_\_  
Agency Code:

\_\_\_\_\_  
Agent Code:



[132 Turnpike Road, Suite 210, Southborough, MA 01772]  
[Phone: 508.460.2400]

## WAIVER OF PREMIUM FOR TOTAL DISABILITY BENEFIT RIDER

This Rider is a part of the Policy to which it is attached. It is subject to all provisions, terms, conditions and definitions of the Policy unless stated otherwise in this Rider.

**Effective Date** - This Rider is issued with the Policy and its Effective Date is the Issue Date shown on the Policy Data page. This Rider will not become effective unless the Policy is in force.

**Definitions** – The following terms are used in this Rider in addition to the terms in the Policy.

**Injury** means accidental bodily injury that occurs while this Rider is in force and results directly and independently of all other causes of loss covered under this Rider.

**Insured** means the person named as the Insured on the Policy Data page.

**Policy Month** means a period of one month starting on the Issue Date. Later Policy Months start on the Issue Date monthly anniversary. All Policy Months end on the day before the next monthly anniversary.

**Sickness** means sickness or disease, which is diagnosed and treated while this Rider is in force. Sickness also means medical conditions admitted in the application.

**Total Disability** and **Totally Disabled** mean a disability which:

1. Results from Injury that occurs or disease which first occurs after the Effective Date of this Rider; and
2. Prevents the Insured from working at an occupation. During the first 24 months of Total Disability an occupation means the Insured's regular occupation at the time Total Disability began. Afterwards, it means any occupation for which the Insured is reasonably suited by education, training or experience.

Even if the Insured is able to work, the total loss of any of the following will be considered total disability as long as the loss continues:

- a. the sight of both eyes;
- b. the use of both hands;
- c. the use of both feet; or
- d. the use of one hand and one foot.

**Benefit** – This Rider provides a Waiver of Premium benefit. We will waive the Premium for the Policy and this Rider should the Insured become Totally Disabled while the Policy and Rider are in force. The Premium will be waived if we receive proof that:

1. the Insured has been totally and continuously disabled for at least 180 days; and
2. the Total Disability began while this Rider was in force, or while the rider from which this Rider was converted was in force, and prior to the Insured's age 65.

If the Total Disability began prior to the Insured's age 60, Premium will be waived until the Total Disability ends. If the Total Disability began on or after the Insured's age 60, the benefit will continue during such Total Disability, but not beyond the Policy Anniversary nearest age 65 or 2 years from the point at which waiver benefits first began under this Rider or the rider from which this Rider was converted, whichever is later. If the Insured does not provide Proof of Continuance of Total Disability (see below) upon our request, the benefit will end.

Premiums will be waived beginning with the Policy Month following the date the Insured becomes Totally Disabled. However, we will not waive Premiums for any Policy Month which began more than one year before the date we receive proof of the Insured's Total Disability at our Administrative Office.

We will refund the portion of any Premium paid for a Policy Month for which we waive Premiums.

This Waiver of Premium benefit does not apply to the Total Disability of any person other than the person named as the Insured on the Policy Data page.

**Conversion Benefit** — If (1) this Rider is issued with a Policy that was converted from another policy (the "Original Policy") with a Waiver of Premium Rider (the "Original Rider"), (2) the Waiver of Premium benefit under the Original Rider is in effect at the time of conversion, and (3) the Insured has a Total Disability at the time of conversion, then we will continue to waive Premiums on the Policy under the terms of the Original Rider while the Total Disability continues. We may request Proof of Continuance of Total Disability at the time of conversion. If the Total Disability ends while this Rider is in effect, the Benefit terms of this Rider will apply to any Recurring Disability.

**Exclusions** - No benefit will be provided under this Rider if the Insured's Total Disability:

1. Results from intentional self-inflicted Injury;
2. Results from voluntarily absorbing into the body any poison or drug, except as prescribed by a physician;
3. Results from an act of war, declared or undeclared;
4. Results from service in the armed services of any country at war, declared or undeclared;
5. Results from an accident which occurred before the Effective Date of this Rider; or
6. Results from a condition or disease that first manifested itself before the Effective Date of this Rider.

**Incontestability** – The Incontestability provision of the Policy applies to this Rider.

**Notice and Proof of Total Disability** – We must receive written notice of claim and proof in a form satisfactory to us of the Insured's Total Disability while the Insured is alive and remains Totally Disabled. Such notice and proof must be received at our Administrative Office.

An otherwise valid claim will not be denied if notice and proof is given to us as soon as reasonably possible but no more than one year after the Insured's age 65.

**Proof of Continuance of Total Disability** – During the first 2 years after we approve the claim for the Insured's Total Disability, we may at reasonable intervals require proof that the Insured is still Totally Disabled. Thereafter, we will not require proof more often than once a year.

As part of any proof, we may require that the Insured be examined by one or more physicians of our choice and at our expense.

**Recurring Disability** – The requirement that a Total Disability continue for at least 180 days will be waived if:

1. The Insured has had a previous period of Total Disability due to the same or related causes for which we waived payments under this Rider; and
2. The new period of Total Disability began while this Rider was in force and within 30 days of the end of the previous period.

**Premium** – Any Premium that becomes due during the Insured's Total Disability, but before we approve a claim, is payable to us. If we approve the claim, we will refund any Premium paid which is eligible for waiver. Any unpaid Premium that was due before the Insured's Total Disability began must be paid to us.

The Owner must again pay Premiums for the Policy beginning with the Policy Month following the earliest of:

1. Failure to furnish any required proof of the Insured's Total Disability;
2. The last date the Insured is Totally Disabled; or
3. The Policy Anniversary nearest the Insured's age 65 or 2 years after waiver benefits first began, whichever is later, if the Total Disability began on or after the Insured's age 60.

If the frequency between Premium payments is not monthly, we will charge a pro rata amount to the due date of the next Premium. The annual Premium for this Rider, if any, is shown on the Policy Data page.

**Termination** – This Rider will automatically terminate on the earliest of the following:

1. The Policy Anniversary nearest Insured's age 65;
2. The date of the death of the Insured;
3. The date the Policy terminates for any reason, including nonpayment of Premium when due, matures, or continues in force as any form of paid-up insurance;
4. At the end of the Policy Grace Period if the premium for this Rider is not received by the end of the Grace Period.
5. Upon written request from the Owner, on the due date of any Premium for this Rider.

The Owner may terminate this Rider on any Premium due date by sending us a written request before that date and returning the Rider to us.

Termination of this Rider will not affect an otherwise valid claim for Total Disability that began before this Rider terminated. Any legal requirements for such claim will continue under the terms of the Rider as if the Rider remained in force.

Signed for the Company



Michael A. Reardon  
President



Samuel Ramos  
Corporate Secretary



SERFF Tracking Number: MLLM-125871410 State: Arkansas  
Filing Company: Commonwealth Annuity and Life Insurance Company State Tracking Number: 40781  
Company Tracking Number: 0146ALM01-22  
TOI: L07I Individual Life - Whole Sub-TOI: L07I.101 Fixed/Indeterminate Premium - Single Life  
Product Name: Whole Life Insurance with Maturity Value at Age 120  
Project Name/Number: Commonwealth Annuity and Life Insurance Company/0146ALM01-22

## Supporting Document Schedules

### Review Status:

**Satisfied -Name:** Certification/Notice 10/23/2008  
**Comments:**  
Certification/Notice  
**Attachment:**  
AR Officer Certification.pdf

### Review Status:

**Satisfied -Name:** Application 10/23/2008  
**Comments:**  
Attached is a copy of Conversion Application form 5101-08. Conversion Application form 5101-08 is also submitted with this submission for review and approval and is provided under the Forms Tab as well.  
**Attachment:**  
5101-08 Conversion Application 10-29-2008.pdf

### Review Status:

**Satisfied -Name:** Authorization Letter 10/23/2008  
**Comments:**  
Authorization Letter  
**Attachment:**  
Authorization Letter.pdf

### Review Status:

**Satisfied -Name:** Statement of Variability 10/29/2008  
**Comments:**  
Statement of Variability  
**Attachment:**  
AR Statement of Variability.pdf

### Review Status:

SERFF Tracking Number: MLLM-125871410 State: Arkansas  
Filing Company: Commonwealth Annuity and Life Insurance State Tracking Number: 40781  
Company  
Company Tracking Number: 0146ALM01-22  
TOI: L07I Individual Life - Whole Sub-TOI: L07I.101 Fixed/Indeterminate Premium - Single  
Life  
Product Name: Whole Life Insurance with Maturity Value at Age 120  
Project Name/Number: Commonwealth Annuity and Life Insurance Company/0146ALM01-22

**Satisfied -Name:** Readability Certification

10/29/2008

**Comments:**

Readability Certification

**Attachment:**

AR Readability Certification.pdf



## STATE OF ARKANSAS CERTIFICATION

On behalf of Commonwealth Annuity and Life Insurance Company, I certify that the forms associated with this submission will be compliant with Arkansas Code Annotated 23-79-138 in that each form 5100-08 AR policy shall be issued with:

- (1) The complete address and telephone number, 800 number if possible, of the policyholder's service office of the company issuing the policy;
- (2) The name, address, and telephone number of the agent soliciting the policy, if applicable; and
- (3) The address and telephone number, 800 number if available, of the State Insurance Department.

Furthermore:

- (4) A copy of the Life and Health Guaranty Association Notice will accompany each policy issue in compliance with Regulation 49, and
- (5) The form 5100-08 AR has been modified to be in compliance with Arkansas Code Annotated 23-66-502(a).



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Jon-Luc Dupuy  
Vice President and Assistant General Counsel

Date: October 29, 2008



[132 Turnpike Road, Suite 210, Southborough, MA 01772]  
 [Phone: 508.460.2400]

### CONVERSION APPLICATION

<b>Policy Number being converted:</b>				<b>Effective date of policy being converted:</b>				
<b>Proposed Insured</b> (first, middle, last)				<b>Date of Birth</b>		<b>Sex</b>		<b>SSN</b>
				<b>Place</b>		<input type="checkbox"/> M <input type="checkbox"/> F		
<b>Address</b> (Proposed Insured)			<b>City</b>	<b>State</b>	<b>Zip Code</b>			
<b>Owner</b> (if other than insured)	<b>Relationship</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>SSN</b>		
<b>Phone Number of Proposed Insured and Owner</b> (if other than insured):								
<b>Beneficiary</b>	<b>Relationship</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>			
<b>Contingent Beneficiary</b>	<b>Relationship</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>			
<b>Current Face Amount:</b> _____								
<b>Face amount Requested:</b> _____								
<b>Premium Mode:</b> <input type="checkbox"/> annual <input type="checkbox"/> semi-annual <input type="checkbox"/> quarterly <input type="checkbox"/> monthly <input type="checkbox"/> automatic bank draft (requires completion of Bank Authorization Form)								
<b>Automatic Premium Loan:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No								
<b>Waiver of Premium Rider:</b>								
<p>If your current policy provides that a Waiver of Premium Rider will be issued to you, at your request, if you convert the policy to a new policy, you may request the Waiver of Premium Rider by checking and initialing the box below. The Waiver of Premium Rider will be on a form currently issued by the Company.</p> <input type="checkbox"/> I request the Waiver of Premium Rider. Initials: _____								
<b>Comments:</b>								

**FRAUD NOTICES**

**[For Residents of Florida:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree. ]

**[For Residents of Kansas:** Any person who knowingly and with intent to defraud presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.]

**[For Residents of Minnesota:** Any person who knowingly or willfully makes a false or fraudulent statement in, or relative to, any application for insurance or membership for any purpose shall be guilty of a gross misdemeanor. ]

**[For Residents of New Jersey:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties. ]

**[For Residents of New Mexico:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.]

**[For Residents of Kentucky, Ohio and Pennsylvania:** 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.]

**[For Maryland:** 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.]

**[For Residents of District of Columbia, Maine and Tennessee:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.]

**[For Residents of Washington:** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.]

**[Notice For Residents of All Other States:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.]

**AGREEMENT**

**I declare** to the best of my knowledge and belief the foregoing statements and answers are complete and true.

**I agree** that if Commonwealth Annuity and Life Insurance Company ("the Company") accepts this application, such approval shall be based upon the above statements and answers, which shall be deemed to be representations and not warranties.

**I further agree** that insurance will not take effect until the application is approved and accepted by the Company, and at least the first modal premium has been paid in full.

**I request** that this transaction be completed by the Company and agree on behalf of myself and all of my heirs, beneficiaries, assignees and any others claiming under the above policy to release, indemnify and hold the Company harmless from any liability incurred because of completing the above transaction.

**I expressly represent** that all persons signing below are of legal age and that no proceedings in bankruptcy are pending against any of them.

Dated at (City and State) \_\_\_\_\_, this \_\_\_\_\_ Day of \_\_\_\_\_.

\_\_\_\_\_  
Proposed Insured (if age 16 or over) or Legal Representative &  
Legal Representative's Authority/Relationship to Proposed Insured

\_\_\_\_\_  
Spouse (if to be insured) or 2nd Proposed Insured (if J.W.L.)

\_\_\_\_\_  
Witness (not related) or Agent

\_\_\_\_\_  
Owner (if not Proposed Insured) and relationship

\_\_\_\_\_  
**Servicing Agent's Name:** \_\_\_\_\_ **Agency Code:** \_\_\_\_\_ **Agent Code:** \_\_\_\_\_

# COMMONWEALTH

Commonwealth Annuity and  
Life Insurance Company  
A Goldman Sachs Company

132 Turnpike Road, Suite 210  
Southborough, MA 01772  
Tel: (508) 460-2400  
Fax: (508) 460-2401  
[www.commonwealthannuity.com](http://www.commonwealthannuity.com)

October 22, 2008

Jeff Kulesus, FLMI  
Compliance Consultant  
Milliman, Inc.  
Two Conway Park  
150 Field Drive, Suite 180  
Lake Forest, Illinois 60045

**RE: State Insurance Filing**

Dear Mr. Kulesus:

This letter will serve as authorization from Commonwealth Annuity and Life Insurance Company for employees of Milliman, Inc. to file policy forms and other related material, and respond to inquiries on our behalf with all state insurance departments and jurisdictions where Commonwealth Annuity and Life Insurance Company is authorized to do business.

Sincerely,



Michael A. Reardon  
Commonwealth Annuity and Life Insurance Company  
Director, President, and Chief Executive Officer  
Tel: 508-460-2423  
Fax: 212.493.0324  
[mreardon@cwannuity.com](mailto:mreardon@cwannuity.com)

**COMMONWEALTH ANNUITY AND LIFE INSURANCE COMPANY**  
**STATEMENT OF VARIABILITY**  
**WHOLE LIFE INSURANCE WITH MATURITY VALUE AT AGE 120**

**5100-08 AR Whole Life Insurance Policy with Maturity Value at Age 120**

- **Policy Front Cover**
  - Company logo – Will insert Company logo.
  - Address – Will insert the Company administrative office address and telephone number.
  - Signatures, Titles – Will insert signature and appropriate title of current Company President and Corporate Secretary.
- **Policy Data**
  - General Contract Information
    - All “John Doe” information that may vary from applicant to applicant is bracketed as variable. This includes such information as Policy Number, Issue Date, Insured name, Insured Age, Sex of the Insured, Owner name, Beneficiary name, Face Amount, Maturity Date, Premium, Frequency of Premium, Schedule of Total Premiums, Premium Class and Table Rating.
  - Rider Benefits and Premiums section
    - This information is bracketed to show variability of the riders which the applicant may, or may not elect at the time of application. Also note that the premiums and the benefits payable may vary in accordance to options the applicant elects at the time of application as shown on the Policy Data.
  - Address – Will insert the company administrative office address and telephone number administering the policy.
  - Summary Table of Annual Policy Premiums – Will insert the premiums, as appropriate, based upon the policy face amount, age and sex of the insured, and rider benefits elected at the time of application.
  - Table of Guaranteed Nonforfeiture Values – Will insert the Policy Anniversary Years, the Payment Paid in Force full years, Cash Value per each \$1000, Paid-Up Insurance and Net single Premium per each \$1000 based upon the insured’s age, sex and Premium Class on the Issue Date and number of years premiums will be paid.
- **Policy Back Cover**
  - Address – Will insert the Company administrative office address and telephone number.
  - Company logo – Will insert Company logo.

**5101-08 Conversion Application**

- Company logo – Will insert Company logo.
- Address – Will insert the company administrative office address and telephone number.
- Fraud Notices – Specific fraud statements may be revised based upon revised state law or regulation regarding such statements. Additional state fraud statements may be added upon newly enacted statute or newly adopted regulation in a given state that requires such on the Conversion Application forms.

**5102-08 Waiver of Premium for Total Disability Benefit Rider**

- Company logo – Will insert Company logo.
- Address and Telephone Number – Will insert the Company administrative office address and telephone number.
- Signatures, Titles – Will insert the signature and appropriate title of current Company President and Corporate Secretary.

**Commonwealth Annuity and Life Insurance Company**

**READABILITY CERTIFICATION**

I hereby certify the accuracy of the Flesch reading ease test score for the following policy forms. These forms are at least 10 (ten) point type, 2 (two) point leaded.

<u>TITLE</u>	<u>FORM NUMBER</u>	<u>FLESCH SCORE</u>
Whole Life Insurance Policy with Maturity Value at Age 120	5100-08 AR	76.0
Conversion Application	5101-08	45.3
Waiver of Premium for Total Disability Benefit Rider	5102-08	58.7

Signature:



Jon-Luc Dupuy  
Vice President and Assistant General Counsel

Date: October 29, 2008