

SERFF Tracking Number: LLAC-125719230 State: Arkansas
Filing Company: Liberty Life Assurance Company of Boston State Tracking Number: 39552
Company Tracking Number: UL-2008019
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Flexible Premium Adjustable Life Insurance Contract
Project Name/Number: /UL-2008019

Filing at a Glance

Company: Liberty Life Assurance Company of Boston

Product Name: Flexible Premium Adjustable Life Insurance Contract SERFF Tr Num: LLAC-125719230 State: ArkansasLH

TOI: L09I Individual Life - Flexible Premium Adjustable Life SERFF Status: Closed State Tr Num: 39552

Sub-TOI: L09I.001 Single Life Co Tr Num: UL-2008019 State Status: Approved-Closed

Filing Type: Form Co Status: Reviewer(s): Linda Bird

Authors: Andrew Baron, Margaret Gallagher, Kate Edris Disposition Date: 07/10/2008

Date Submitted: 07/09/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Not Filed

Project Number: UL-2008019

Date Approved in Domicile:

Requested Filing Mode:

Domicile Status Comments: Massachusetts is a member of the Interstate Insurance Product Regulation Commission and we intend to file with the IIPRC in the near future.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 07/10/2008

State Status Changed: 07/10/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Form No: UL-2008019 Flexible Premium Adjustable Life Insurance Contract

Form No: UL-2008019-T Contract Information page

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Company and Contact

Filing Contact Information

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 Dover, NH 03820 (603) 743-3162[FAX]

Filing Company Information

Liberty Life Assurance Company of Boston CoCode: 65315 State of Domicile: Massachusetts
 100 Liberty Way Group Code: Company Type:
 Dover, NH 03820 Group Name: State ID Number:
 (800) 451-7065 ext. [Phone] FEIN Number: 04-6076039

Filing Fees

Fee Required? Yes
 Fee Amount: \$75.00
 Retaliatory? Yes
 Fee Explanation: Massachusetts is our home state and the fee is \$75.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Liberty Life Assurance Company of Boston	\$75.00	07/09/2008	21309723

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	07/10/2008	07/10/2008

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Actuarial Memo		No
Supporting Document	Certification of Illustration Actuary		Yes
Supporting Document	Flesch Certification		Yes
Supporting Document	Statement of Variability		Yes
Form	Flexible Premium Adjustable Life Insurance Contract		Yes
Form	Contract Information Page		Yes

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Form Schedule

Lead Form Number: UL-2008019

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	UL-2008019	Policy/Cont	Flexible Premium ract/Fratern Adjustable Life al Insurance Contract Certificate	Initial		50	UL-2008019 Rev 00-00 6- 27-08.pdf
	UL-2008019-T	Schedule Pages	Contract Information Page	Initial		0	UL-2008019- T CIP 7-1- 2008.pdf



LIBERTY LIFE ASSURANCE COMPANY OF BOSTON
A Member of the Liberty Mutual Group

Home Office: 175 Berkeley Street, P.O. Box 140, Boston, Massachusetts 02117-0140
Service Center: 100 Liberty Way, Dover, New Hampshire 03820-5808
For inquiries, call (800) 451-7065 or write our Service Center at the address above.

PLEASE READ THIS LIFE INSURANCE CONTRACT CAREFULLY.

We will pay the benefits provided in this life insurance contract, subject to its terms and conditions.

We have issued this contract in consideration of the owner's application and the receipt of the first premium.

Right to Return

If the owner is not satisfied, the owner may return this contract to us or our agent within 30 days of its receipt and any premium paid will be refunded less the amount of any indebtedness.

This is a legal contract between the owner and Liberty Life Assurance Company of Boston, a stock company.

Signed for the Company.

SECRETARY

PRESIDENT

Contract Description

This is a Flexible Premium Adjustable Life Insurance Contract.

The death benefit is payable if the insured dies while this contract is in force, subject to the terms and conditions of this contract.

The amount and frequency of premium payments are flexible.

The death benefit and account value may vary with interest credited and contract charges.

This contract is non-participating.

CONTRACT GUIDE

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DEFINITIONS

This is what we mean when we use the following words in this contract:

Account Value

The value of the owner's unloaned account plus the value of the loan account.

Attained Age

The insured's age on his or her last contract anniversary.

Contract

The same as policy.

Contract Date

The date when insurance coverage becomes effective.

Date of Issue

The effective date of coverage under an agreement. The date of issue is the same date as the issue date.

Indebtedness

Any unpaid contract loan and unpaid loan interest.

Insured

The person whose life is insured under this contract. The insured is shown on the Contract Information page.

Loan Account

An account established for amounts assigned as security for indebtedness.

Maturity Date

The contract anniversary on which the insured reaches attained age 121.

Monthly Date

The same date in each month as the contract date. If the contract date is the 29th, 30th or 31st, the monthly date will be the 28th.

Net Premium

The premium paid, less any premium expense charge.

Owner, You

The owner or any joint owner of this contract, who may be someone other than the insured.

Proceeds

All or part of the amount payable under any provision of this contract.

Rider and/or Endorsement

An additional benefit or change by the Company that is attached to and made a part of this contract. A rider is the same as an agreement.

Unloaned Account Value

The portion of the account value not secured by a loan.

Written Request

A notice in writing, satisfactory to us, placed on file at our Service Center.

We, our, us, the Company

Liberty Life Assurance Company of Boston.

This page is intentionally left blank.

Complete contract includes Contract Information page here. Contract not valid without complete Contract Information page.

DEATH BENEFIT

The Benefit

If the insured dies while this contract is in force, we will pay a death benefit to the beneficiary subject to the terms and conditions of this contract. The amount of the death benefit will depend on the death benefit option in effect on the date of death. We will reduce the death benefit by any indebtedness.

There are three death benefit options available under this contract: option 1, option 2, and option 3. The death benefit option selected on the application is shown on the Contract Information page.

While this contract is in force, the owner may change from option 1 to option 2 or from option 2 to option 1. The owner cannot change from option 1 or 2 to option 3, and the owner cannot change from option 3 to option 1 or 2. Changes in death benefit option are subject to the terms and conditions outlined in the Changes in the Death Benefit Option provision.

Death Benefit Options

Under option 1 and option 3, the death benefit will be the greater of:

- the face amount; or
- the account value multiplied by the applicable death benefit factor in the Table of Death Benefit Factors per Dollar of Account Value shown on the Contract Information page.

Under option 2, the death benefit will be the greater of:

- the face amount plus the account value; or
- the account value multiplied by the applicable death benefit factor in the Table of Death Benefit Factors per Dollar of Account Value shown on the Contract Information page.

The face amount is shown on the Contract Information page. This amount may be changed in accordance with the Changes in the Face Amount provision.

Interest on Death Benefit

We will add interest to any death benefit payable in one sum as required by applicable state law.

MATURITY BENEFIT

Maturity Benefit

If the insured is living and the contract is in force when the insured reaches the maturity date, we will pay a maturity benefit equal to the surrender value of this contract.

DEATH BENEFIT GUARANTEE

Death Benefit Guarantee

To keep the death benefit guarantee in effect, sufficient total premiums must be paid. On each monthly date we will determine whether sufficient premiums have been paid to keep the death benefit guarantee in effect.

The total premiums paid as of that monthly date must equal or exceed the sum of:

- the minimum premium, shown on the Contract Information page, accumulated from the contract date up to and including the current month;
- plus the amount of any partial withdrawals.

If the total premiums are insufficient to keep the death benefit guarantee in effect on a monthly date, we will notify the owner in writing. Even if sufficient premiums are paid to keep the death benefit guarantee in effect, outstanding indebtedness may cause this contract's surrender value to be insufficient to pay the monthly deductions. If this occurs, this contract will enter the grace period described in the Grace Period provision.

If the death benefit guarantee terminates, this contract will stay in force provided that the surrender value is sufficient to pay the monthly deduction. The monthly deduction is described in the Contract Charges provision.

The death benefit guarantee period terminates as described on the Contract Information page.

If sufficient premiums are not paid, the death benefit guarantee may terminate before the specified period ends.

If there is a face amount increase or decrease, the death benefit guarantee required premiums will change prospectively from the date of the change.

OWNER AND BENEFICIARY

Owner

The owner is as named in the application on the contract date and may be changed. Unless otherwise provided, the ownership rights of an individual who dies before the insured will belong to the surviving joint owner, if any, otherwise to the owner's estate. The ownership rights of a corporation, partnership or fiduciary will belong to its successors or assigns.

During the insured's lifetime, the rights and privileges stated in this contract may be exercised only by the owner, or in the case of joint ownership, by all joint owners.

Beneficiary

The beneficiary is as named in the application on the contract date and may be changed. The interest of any beneficiary who dies before the insured will terminate at the death of that beneficiary.

If no beneficiary designation is in effect at the insured's death, or if there is no designated beneficiary then living, the owner will be the beneficiary. However, if the owner is the insured, the owner's estate will be the beneficiary.

Change of Ownership or Beneficiary

The owner may change the owner or any revocable beneficiary by written request during the insured's lifetime. The change will take effect as of the date the request is signed by the owner. We will not be on notice of any change until the written request is filed at our Service Center. We will acknowledge receipt in writing. The change will be effective whether or not the owner or the insured is living at the time of acknowledgment. The change will be subject to any assignment made, as described in the Assignment provision, or action taken by us before acknowledgment. An irrevocable beneficiary can only be changed with the written consent of the irrevocable beneficiary.

PREMIUMS

Payment of Premiums

Premiums are payable during the insured's lifetime beginning on the contract date. A premium expense charge, shown on the Contract Information page, will be deducted from each premium payment. All premiums are payable at our Service Center or to an authorized agent. We will give the owner a receipt upon request.

Planned premiums are payable according to the payment interval and payment method selected in the application. The planned premium is shown on the Contract Information page. The owner may change the amount or interval of a planned premium at any time by written request. Any change is subject to our minimum premium requirements. We also reserve the right to limit the amount of any increase in a planned premium.

Unscheduled Premium Payments

Unscheduled premium payments may be made while the contract is in force and before the maturity date provided:

- the payment is at least \$50; and
- the payment will not disqualify this contract as a life insurance contract under the Internal Revenue Code as it now exists or may later be amended.

If any unscheduled premium payment increases the death benefit by more than it increases the account value, we may require evidence of insurability satisfactory to us.

While there is any indebtedness on the contract, any payments in excess of the total planned premiums for the contract year will be treated as repayments of the indebtedness and not as premiums.

Premium Reminders

After the first premium has been paid, we will send the owner a premium reminder for each planned premium according to the payment interval then in effect unless a pre-authorized payment arrangement was chosen. We reserve the right to stop sending premium reminders if no planned premium payments are made during 12 consecutive calendar months. If premium payments are resumed, we will start sending premium reminders again.

Grace Period

If the death benefit guarantee is not in effect, and if the surrender value is insufficient to pay the monthly deduction, a grace period of 61 days will be permitted for payment of a premium sufficient to continue the contract in force. We will send a notice to the owner at the owner's last known address requesting the amount due at least 30 days before the grace period ends. This contract will continue in full force during that period, and no interest will be charged. If the required amount is not received within 61 days, the contract will terminate without value. If the insured dies during a grace period, the death benefit will be reduced by any monthly deductions not paid and any indebtedness.

DEFAULT AND REINSTATEMENT

Reinstatement After Default

This contract may be reinstated within five years of the end of the grace period and prior to the insured's attained age 121 if we receive:

- the owner's written request and evidence of insurability satisfactory to us;
- payment of the monthly deductions that were not collected during the grace period; and
- a premium equal to at least three monthly deductions following the effective date of reinstatement.

Any withdrawal charges applicable on the date of lapse will be reinstated based upon the duration of the contract on the date of reinstatement.

Upon reinstatement, any net payments received will be used first to pay the monthly deductions not collected during the grace period.

If the indebtedness is not repaid, such indebtedness will also be reinstated. Any reinstatement is subject to the Incontestability and Suicide provision of this contract.

The account value upon a reinstatement will be the account value as of the end of the grace period plus the amount required to reinstate the contract.

For purposes of reinstatement, contestability is based on the information provided in the application used for each reinstatement.

Reinstatement of the contract does not in and of itself reinstate the death benefit guarantee. The death benefit guarantee may only be reinstated during the death benefit guarantee period shown on the Contract Information page. If the owner chooses to reinstate the death benefit guarantee, additional premium payments may be required.

PAYMENT OF PROCEEDS

Payment

The proceeds of this contract will be subject first to the interest of an assignee, to whom payment will be made in one sum. We will pay any remaining proceeds to the owner before the insured's death, and to the beneficiary after the insured's death.

Payment to the beneficiary will be made only if we receive a properly completed claim form and proof, satisfactory to us, of the insured's death. Unless otherwise provided, payment will be made in equal shares to those beneficiaries entitled to receive the proceeds.

The full surrender of this contract or the payment of the death benefit of this contract upon the death of the insured will constitute full settlement of the obligations of this contract.

PAYMENT OF PROCEEDS OPTIONS

Payment of Proceeds Options

An option must be selected by written request. The owner may select an option during the insured's lifetime. If the owner has not selected an option before the insured's death, the beneficiary may choose one. The proceeds may be applied under one of the following options:

1. **Interest:** We will pay interest monthly on proceeds left on deposit with us. We will set the interest rate periodically. It will never be less than 2.5% per year.
2. **Fixed Amount:** We will pay equal monthly installments, first payment immediately, until the proceeds and the interest have been exhausted. Interest will be credited on unpaid balances at a rate that will never be less than 2.5% per year.
3. **Fixed Period:** We will pay equal monthly installments, first payment immediately, for not more than 25 years. The minimum amount of each installment may be determined from the Fixed Period Table. This table is based on a guaranteed effective annual interest rate of 2.5%.
4. **Life Income:** We will pay equal monthly installments, first payment immediately, for the lifetime of the payee with or without a guaranteed period. The minimum amount of each installment may be determined from the Life Income Table. This table is based on a guaranteed effective annual interest rate of 2.5%. The guaranteed period selected may be: (1) 10 years; (2) 15 years; or (3) 20 years. This table is based on the Annuity 2000 Mortality Table.
5. **Other Payment:** We will pay the proceeds in any other manner that may be mutually agreed upon.

Availability

No option may be selected unless the amount to be applied is more than \$5,000 and will provide an installment payment of at least \$50. Unless we consent, these options will not be available if the payee is an assignee, administrator, executor, trustee, association, partnership, or corporation.

Additional Interest

At our discretion, additional interest may be credited periodically on all payment options. This interest will lengthen the period under the fixed amount option, and increase the installment amounts under the life income and other income options.

**FIXED PERIOD TABLE
MONTHLY INSTALLMENT PAYMENT PER \$1,000 APPLIED**

Number of Years	Monthly Payment								
1	84.28	6	14.93	11	8.64	16	6.30	21	5.08
2	42.66	7	12.95	12	8.02	17	6.00	22	4.90
3	28.79	8	11.47	13	7.49	18	5.73	23	4.74
4	21.86	9	10.32	14	7.03	19	5.49	24	4.60
5	17.70	10	9.39	15	6.64	20	5.27	25	4.46

**LIFE INCOME TABLE
MONTHLY INSTALLMENT PAYMENT PER \$1,000 APPLIED**

Male					Female				
Age	No Guaranteed Period	Guaranteed Period			Age	No Guaranteed Period	Guaranteed Period		
		10 Years	15 years	20 Years			10 Years	15 years	20 Years
50	3.79	3.76	3.73	3.67	50	3.54	3.53	3.51	3.48
51	3.86	3.83	3.79	3.73	51	3.60	3.59	3.57	3.53
52	3.93	3.90	3.85	3.79	52	3.66	3.65	3.62	3.59
53	4.01	3.97	3.92	3.84	53	3.73	3.71	3.68	3.64
54	4.09	4.05	3.99	3.90	54	3.80	3.78	3.75	3.70
55	4.18	4.13	4.07	3.97	55	3.87	3.85	3.81	3.76
56	4.27	4.22	4.14	4.03	56	3.95	3.92	3.88	3.82
57	4.37	4.31	4.22	4.09	57	4.03	4.00	3.96	3.88
58	4.47	4.40	4.31	4.16	58	4.12	4.08	4.03	3.95
59	4.58	4.50	4.39	4.23	59	4.21	4.17	4.11	4.02
60	4.69	4.61	4.48	4.29	60	4.31	4.26	4.20	4.09
61	4.82	4.72	4.57	4.36	61	4.41	4.36	4.28	4.16
62	4.95	4.83	4.67	4.43	62	4.52	4.46	4.37	4.23
63	5.09	4.95	4.76	4.50	63	4.64	4.57	4.47	4.31
64	5.24	5.08	4.86	4.56	64	4.77	4.68	4.56	4.38
65	5.40	5.21	4.96	4.63	65	4.90	4.80	4.67	4.45
66	5.57	5.35	5.07	4.69	66	5.04	4.93	4.77	4.53
67	5.76	5.50	5.17	4.75	67	5.20	5.07	4.88	4.60
68	5.95	5.65	5.28	4.81	68	5.36	5.21	4.99	4.67
69	6.16	5.80	5.38	4.87	69	5.54	5.36	5.10	4.74
70	6.38	5.96	5.48	4.92	70	5.73	5.51	5.22	4.80
71	6.62	6.13	5.58	4.97	71	5.94	5.68	5.33	4.87
72	6.87	6.30	5.68	5.01	72	6.16	5.85	5.45	4.92
73	7.14	6.47	5.78	5.05	73	6.40	6.03	5.56	4.98
74	7.42	6.65	5.87	5.09	74	6.66	6.22	5.67	5.02
75	7.73	6.82	5.96	5.12	75	6.94	6.41	5.78	5.07
76	8.05	7.00	6.04	5.15	76	7.24	6.61	5.89	5.10
77	8.40	7.18	6.12	5.17	77	7.57	6.81	5.98	5.14
78	8.78	7.36	6.19	5.19	78	7.93	7.01	6.07	5.16
79	9.18	7.53	6.25	5.21	79	8.31	7.21	6.16	5.19
80	9.61	7.70	6.31	5.22	80	8.73	7.42	6.23	5.21

CONTRACT VALUES

Account Value

The account value is equal to the value of the unloaned account plus the value of the loan account.

Unloaned Account

The value of the unloaned account on the contract date is equal to the initial net premium less the monthly deduction for the first contract month.

On each subsequent monthly date, the value of the unloaned account equals:

- the value of the unloaned account on the preceding monthly date with one month's interest;
- plus any net premiums received since the preceding monthly date, plus interest from the date each net premium is received;
- plus any loan repayments transferred from the loan account since the preceding monthly date with interest from the date each loan repayment is made;
- minus any loans transferred to the loan account since the preceding monthly date with interest from the date each loan is transferred;
- minus any withdrawals, withdrawal charges, and withdrawal fees since the preceding monthly date with interest from the date of each withdrawal;
- minus the monthly deduction for the current contract month.

On any other day the unloaned account value will be calculated in a consistent manner.

Loan Account

At the time of each loan, an amount equal to the loan will be transferred from the unloaned account value to the loan account as security for the debt.

At the time of each loan repayment, an amount will be transferred from the loan account to the unloaned account, where the amount equals:

- the amount of the loan repayment received;
- minus accrued interest on the amount repaid from the previous contract anniversary to the date the loan repayment is received.

The unloaned account value will be increased by the amount transferred from the loan account plus interest on the amount transferred from the preceding contract anniversary to the date the loan repayment is received.

On each contract anniversary, if loan interest is not paid, an amount of unloaned account value equal to the loan interest minus interest credited to the loan account will be transferred to the loan account.

On any other date, the value of the unloaned account and the loan account will be calculated in a consistent manner.

Cash Value

A withdrawal charge will be subtracted from the account value to determine the cash value. The Table of Withdrawal Charges is shown on the Contract Information page.

The cash value within one month of a contract anniversary will not be less than the cash value on the contract anniversary, excluding indebtedness and withdrawals.

Any cash value available under the contract at any time other than on a contract anniversary will be calculated in a consistent manner.

Surrender Value

The surrender value is equal to the cash value minus any indebtedness.

Interest Rates

The guaranteed annual interest rate is shown on the Contract Information page. It is compounded monthly and is used to calculate the contract's account value using the guaranteed monthly equivalent interest rate also shown on the Contract Information page.

We may credit interest in excess of the guaranteed annual interest rate. If excess interest is credited, it will be added to the guaranteed annual interest rate to equal the current annual interest rate. Such excess interest will be at our sole discretion.

In addition, if the current annual interest rate exceeds the guaranteed annual interest rate by more than 0.50%, we will credit additional interest. The additional interest rate(s), as applicable, will be added to the current annual interest rate. Each additional interest rate is shown in the Interest Rates section on the Contract Information page.

Such additional interest will be credited under the following conditions:

- **Account value condition:** The account value equals or exceeds \$25,000.
- **Contract year condition:** The contract has reached the beginning of its tenth contract year.

If both conditions are met, the additional interest rate applied will be the sum of both the account value condition and the contract year condition shown on the Contract Information page. The additional interest rate amounts will be applied only to the unloaned portion of the account value. The additional interest rate amounts are guaranteed as long as the current annual interest rate exceeds the guaranteed annual interest rate by more than 0.50%.

Interest on the loan account will be credited on each contract anniversary. Interest on preferred loans, described in the Preferred Loan provision, will be credited at the loan interest rate shown on the Contract Information page. Interest credited on loans other than preferred loans will be credited at the guaranteed annual interest rate, shown on the Contract Information page.

CONTRACT CHARGES

Cost of Insurance

The cost of insurance is determined on the monthly date. It is computed as follows:

- divide the death benefit on the first day of the contract month by one plus the guaranteed monthly equivalent interest rate shown on the Contract Information page;
- reduce the result by the account value on that day before computing the monthly deduction for the cost of insurance; and
- multiply the difference by the cost of insurance rate for that month divided by 1,000.

Cost of Insurance Rate

The cost of insurance rate is based on the face amount, attained age, sex, and rating classification of the insured. The cost of insurance rate will not be greater than the guaranteed rates shown in the Table of Guaranteed Maximum Monthly Cost of Insurance Rates on the Contract Information page. We have the right to change the cost of insurance rates. Each year, on the contract anniversary, we will review the rates to determine if a change should be made. Any change will be based on our expectations as to future lapse rates, mortality, expenses and investment income.

Monthly Deduction

The monthly deduction for a contract will be calculated by adding:

- the contract fees shown on the Contract Information page;
- the cost of insurance;
- the cost of any additional rating classifications; and
- the cost of any riders.

CONTRACT LOANS

Loans

This contract has a loan value that is equal to:

- the surrender value as of the date of the loan;
- minus loan interest to the next contract anniversary;
- minus monthly deductions for the next three contract months, calculated using the guaranteed cost of insurance and contract fees.

Loans must be at least \$250 or the minimum amount as required by state law. The owner may borrow an amount up to the loan value by assigning this contract to us as security for the loan. The assignment form must be satisfactory to us. Loans may be made at any time while this contract is in force. We may defer the granting of a loan for up to six months. We will not delay the granting of a contract loan if it is to pay premiums on contracts with us.

If the owner has an outstanding contract loan, a death benefit guarantee will not prevent this contract from entering the grace period if the surrender value is insufficient to pay the monthly deduction.

Preferred Loan

After the contract year indicated on the Contract Information page, all existing and new loans will be preferred loans.

Loan Interest

Interest on the loan account is charged at the loan interest rate shown on the Contract Information page. The loan interest rate applies to all loans. Interest will accrue daily from the date of the loan and is due on each contract anniversary. Unpaid interest will be added to existing indebtedness and will accrue interest at the same rate.

Interest credited to the loan account is described in the Interest Rates provision.

Repayment

While this contract is in force during the insured's lifetime, any loan may be repaid in whole or in part. When a loan repayment is made, the amount repaid will be transferred from the loan account to the unloaned account.

This contract will not terminate based upon a failure to repay a loan or loan interest unless the indebtedness exceeds the cash value. If the indebtedness exceeds the cash value, the contract will enter the grace period.

Any loan existing at the end of a grace period may not be repaid unless this contract is reinstated.

CONTRACT WITHDRAWAL

Contract Withdrawal

The owner may withdraw from this contract its full surrender value upon written request at any time during the lifetime of the insured. Upon withdrawal of the full surrender value, this contract will terminate.

The owner may also make a partial withdrawal under this contract. Partial withdrawals must be at least \$250. For any withdrawal after the first withdrawal in any contract year, we may charge a transaction fee of \$25.

If death benefit options 1 or 3 are in effect, the face amount and the account value will be reduced by the amount of the partial withdrawal, the withdrawal charge and the transaction fee. If the death benefit option 2 is in effect, the account value will be reduced by the amount of the partial withdrawal and the transaction fee.

Each partial withdrawal is subject to the following:

- no partial withdrawal may be made in the first contract year;
- a withdrawal charge will be deducted from the partial withdrawal, if applicable;
- a transaction fee may be deducted from the partial withdrawal;
- the surrender value that remains must be at least \$500, or the partial withdrawal request will be treated as a request to withdraw the full surrender value; and
- the face amount that remains in force is not less than the minimum face amount shown on the Contract Information page.

The withdrawal charge is shown in the Table of Withdrawal Charges on the Contract Information page.

We may defer the payment of the withdrawal for up to six months.

Withdrawal Charge

If death benefit options 1 or 3 are in effect, the withdrawal charge for a partial withdrawal is equal to a proportion of the withdrawal charge that would apply for a full withdrawal. The proportion will be computed as the decrease in face amount due to the partial withdrawal divided by the face amount before any such partial withdrawal. Future withdrawal charges will be reduced in this proportion. However, any additional withdrawal charges resulting from an increase in the face amount after the date of the partial withdrawal will not be reduced in this proportion. If death benefit option 2 is in effect, the face amount is not reduced.

CONTRACT CHANGES

Changes in the Face Amount

While this contract is in force, the owner may request an increase or decrease to the face amount.

Only one such change is allowed in a contract year and only after the first contract year. We will send the owner a Contract Information page following each change in the face amount.

Any increase in the face amount is subject to:

- the owner's written application and evidence of insurability satisfactory to us;
- our issue rules and limits at the time of increase;
- the minimum face amount increase shown on the Contract Information page;
- the monthly administrative fee for the increase;
- the cost of insurance for the increase; and
- a new Table of Withdrawal Charges for the amount of the increase.

An increase will take effect on the monthly date following our approval of the owner's application.

The face amount may be decreased by written request, provided the remaining face amount is not less than the minimum face amount shown on the Contract Information page. Any decrease will take effect on the monthly date following our receipt of the owner's request. Any such decrease and any applicable withdrawal charges will be applied in the following order:

1. against the most recent increase in the face amount;
2. against the next most recent increases successively; then
3. against the face amount shown on the initial Contract Information page.

We will send the owner a new Contract Information page for each change in the face amount.

As a result of a decrease in the face amount, a proportion of the withdrawal charge will be deducted from the account value. The proportion will be computed as the decrease in face amount divided by the face amount before the decrease. Future withdrawal charges will be reduced by the same proportion as determined for each such decrease. However, any additional withdrawal charges resulting from an increase in the face amount after the date of the partial withdrawal will not be reduced in this proportion.

We will not accept a reduction in the face amount if we determine that it would cause the contract to fail to qualify for treatment as a life insurance contract under the Internal Revenue Code.

The Table of Withdrawal Charges is shown on the Contract Information page.

A face amount change may change the amount required to be paid for the death benefit guarantee.

Changes in the Death Benefit Option

The owner may change between death benefit option 1 and 2 by written request. Only one such change is allowed in a contract year and only after the first contract year. The change in death benefit option will take effect on the monthly date on or next following the date we approve the request.

A contract issued under death benefit option 3 cannot be changed to either death benefit option 1 or 2. A contract issued under death benefit option 1 or 2 cannot be changed to death benefit option 3.

If the owner changes from option 1 to option 2, the new face amount will be the option 1 death benefit less the account value as of the effective date of the change. The new face amount may not be less than the minimum face amount shown on the Contract Information page. Any such change is subject to the owner's written application and evidence of insurability satisfactory to us.

If the owner changes from option 2 to option 1, the new face amount will be the option 2 death benefit as of the effective date of the change.

GENERAL CONTRACT PROVISIONS

This Contract

This contract is issued in consideration of the application and the payment of the first premium. All statements made in the application are representations and not warranties. No statement made by or on behalf of the insured will be used by us to contest this contract, or defend a claim under it, unless it is in the application.

Any additional riders are shown on the Contract Information page. These riders are attached to and made a part of this contract. This contract, the attached application, and any subsequent applications, contain the entire contract between the owner and us.

Waiver

Only an officer of the Company can waive or change any provision of this contract, and only by means of a written document.

Misstatement of Age or Sex

If the age or sex of the insured has been misstated, any proceeds and other contract values and durations, as applicable, will be adjusted to that amount which would be purchased by the most recent cost of insurance rate at the correct age and sex. Age refers to the insured's age last birthday on the contract date.

Non-Participating

This contract is not eligible for dividends.

Assignment

This contract may be assigned. We will not be on notice of any assignment until the assignment is received at our Service Center and is subject to any actions taken or payments made by us before acknowledgment. The assignment will take effect as of the date the request is signed by the owner. We will acknowledge receipt in writing. The assignment will be effective whether or not the owner or the insured is living at the time of acknowledgment. We assume no responsibility for the validity or effect of any assignment and may rely solely on the assignee's statement of interest.

Contract Anniversary

Contract months, years and anniversaries will be computed from the contract date.

INCONTESTABILITY AND SUICIDE Incontestability

Except for nonpayment of premium, this contract will be incontestable after it has been in force during the insured's lifetime:

- with respect to the face amount, for two years from the contract date;
- with respect to each increase in the face amount, for two years from the effective date of each increase; and
- with respect to each reinstatement, for two years from the effective date of each reinstatement.

Suicide

If the insured dies by suicide within two years from the contract date, while sane or insane, the amount payable under this contract will be limited to the total premiums paid without interest, less any indebtedness.

If the insured dies by suicide within two years after the effective date of any increase in face amount, while sane or insane, the amount payable from that increase will be limited to the monthly deductions collected in conjunction with such increase.

LIFE INSURANCE QUALIFICATION Life Insurance Qualification

This contract is intended to qualify for treatment as a life insurance contract under the Internal Revenue Code as it now exists or may later be amended. We reserve the right to amend this contract to comply with future changes in the Internal Revenue Code and its Regulations. Any amendments to this contract will be approved by the proper regulatory authorities. We will provide the owner with a copy of any amendment.

We reserve the right to refuse premium payments and to return those premium payments, in whole or in part, if accepting them would disqualify this contract from favorable tax treatment under the Internal Revenue Code. A premium payment will not be refused if the payment will prevent the contract from terminating.

BASIS OF VALUES Basis of Values

The methods and factors used to calculate the contract values are in accordance with the Standard Nonforfeiture law. The Mortality Table is described on the Contract Information page. All values are equal to or greater than those required by law. We have filed a statement with the insurance supervisory official of the state in which this contract is issued. We will give the owner a copy of the statement upon request.

REPORTS

Annual Report

At least once each year, we will send the owner a report which shows:

- the current death benefit;
- the current surrender value; and
- any other information required by the state in which this contract was issued.

Illustration of Benefits

During any contract year, we will provide the owner with one illustration of hypothetical future surrender values and death benefits at any time upon written request. We may charge a reasonable fee, not greater than \$25, for any subsequent illustrations during the same contract year.



LIBERTY LIFE ASSURANCE COMPANY OF BOSTON
A Member of the Liberty Mutual Group

Contract Description

This is a Flexible Premium Adjustable Life Insurance Contract.

The death benefit is payable if the insured dies while this contract is in force, subject to the terms and conditions of this contract.

The amount and frequency of premium payments are flexible.

The death benefit and account value may vary with interest credited and contract charges.

This contract is non-participating.

CONTRACT INFORMATION

Insured: [John Doe] Contract Number: [12345678NV3]
Issue Age / Sex: [35] / [Male] Contract Date: [June 1, 2008]
Rating Class: [Standard] [Non-Tobacco] [Flat Extra] Face Amount: [\$100,000]
Death Benefit Option: [1]

Premium Payment Mode Selected: [Monthly]

Planned Premium: [\$75.00]
Minimum Premium: [\$71.00]

Death Benefit Guarantee Period – The death benefit guarantee period begins on the contract date and is in effect until the end of the [fifth] contract year, subject to the terms and conditions of the contract.

The monthly date is the same date in each month as the contract date. If the contract date is the 29th, 30th, or 31st, the monthly date will be the 28th.

Coverage may terminate if premiums paid are insufficient to pay the monthly deduction. This contract may terminate prior to the maturity date, even if planned premiums are paid, as the current cost of insurance and interest rates are not guaranteed. Loans, withdrawals, face amount changes, changes in the death benefit option, and the amount and timing of premium payments may also cause coverage to terminate prior to the maturity date of this contract. Even if coverage continues to the maturity date, there may be minimal or no surrender value.

CONTRACT INFORMATION (continued)

Interest Rates

Guaranteed Annual Interest Rate:.....	[3.00%]
Guaranteed Monthly Equivalent Interest Rate:	[0.24700%]
Loan Interest Rate:.....	[5.00%]
Account Value Condition - Additional Interest Rate.....	[0.50%]
Contract Year Condition - Additional Interest Rate	[0.50%]

Contract Charges

Contract Fees:

Monthly Maintenance Fee:	[\$6.00]
Monthly Administrative Fee:.....	[\$0.06 per \$1,000 of Face Amount for the first 20 contract years]
Cost of Insurance:	Described in the Contract Charges provision
Withdrawal Charge:	Described in the Contract Withdrawal provision
Premium Expense Charge:	[7.0% of each premium payment up to [\$900.00] and 4.0% thereafter]

Preferred Loan Requirements

Preferred Loan begins after Contract Year:	[20]
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Change Requirements

Minimum Face Amount:.....	[\$50,000]
Minimum Face Amount Increase:	[\$25,000]

Mortality Table

[2001 Commissioners Standard Ordinary Age Last Birthday mortality table, sex distinct, smoker distinct.]

Table of Withdrawal Charges

This table applies in the event of a withdrawal in the first [15] contract years.

Contract Year	Withdrawal Charge	Contract Year	Withdrawal Charge
[1	\$2,488.00	11	\$1,512.00
2	2,459.00	12	1,381.00
3	2,428.00	13	1,252.00
4	2,397.00	14	1,024.00
5	2,366.00	15	804.00
6	2,217.00	16 and thereafter	0.00]
7	2,070.00		
8	1,926.00		
9	1,785.00		
10	1,647.00		

CONTRACT INFORMATION (continued)

Riders and Endorsements

[None]

CONTRACT INFORMATION (continued)
TABLE OF GUARANTEED MAXIMUM MONTHLY COST OF INSURANCE RATES

Attained Age	Monthly Cost of Insurance Rate	Attained Age	Monthly Cost of Insurance Rate	Attained Age	Monthly Cost of Insurance Rate
[0		40	0.127	80	6.222
1		41	0.138	81	6.958
2		42	0.151	82	7.745
3		43	0.167	83	8.614
4		44	0.185	84	9.592
5		45	0.204	85	10.694
6		46	0.223	86	11.925
7		47	0.239	87	13.277
8		48	0.252	88	14.741
9		49	0.268	89	16.307
10		50	0.289	90	17.898
11		51	0.315	91	19.497
12		52	0.348	92	21.208
13		53	0.386	93	23.053
14		54	0.433	94	25.045
15		55	0.487	95	27.068
16		56	0.542	96	29.095
17		57	0.596	97	31.313
18		58	0.650	98	33.749
19		59	0.713	99	36.433
20		60	0.790	100	39.084
21		61	0.883	101	41.511
22		62	0.992	102	44.177
23		63	1.111	103	47.111
24		64	1.235	104	50.332
25		65	1.365	105	53.870
26		66	1.497	106	57.803
27		67	1.634	107	62.195
28		68	1.780	108	67.128
29		69	1.944	109	72.702
30		70	2.136	110	79.046
31		71	2.369	111	83.333
32		72	2.643	112	83.333
33		73	2.932	113	83.333
34		74	3.245	114	83.333
35	0.094	75	3.586	115	83.333
36	0.098	76	3.973	116	83.333
37	0.104	77	4.425	117	83.333
38	0.111	78	4.954	118	83.333
39	0.118	79	5.551	119	83.333
				120	83.333]

[Rates are shown prior to applying the rating factor. These guarantees must be multiplied by the rating factor and will not exceed 83.333]

CONTRACT INFORMATION (continued)

TABLE OF DEATH BENEFIT FACTORS PER DOLLAR OF ACCOUNT VALUE

Attained Age	Death Benefit Factor	Attained Age	Death Benefit Factor	Attained Age	Death Benefit Factor
[0	—	40	4.03458	80	1.31037
1	—	41	3.89694	81	1.28834
2	—	42	3.76461	82	1.26776
3	—	43	3.63757	83	1.24845
4	—	44	3.51576	84	1.23035
5	—	45	3.39896	85	1.21345
6	—	46	3.28699	86	1.19775
7	—	47	3.17949	87	1.18326
8	—	48	3.07589	88	1.16992
9	—	49	2.97570	89	1.15764
10	—	50	2.87898	90	1.14633
11	—	51	2.78583	91	1.13568
12	—	52	2.69636	92	1.12537
13	—	53	2.61058	93	1.11516
14	—	54	2.52844	94	1.10479
15	—	55	2.45007	95	1.09383
16	—	56	2.37534	96	1.08145
17	—	57	2.30396	97	1.06636
18	—	58	2.23553	98	1.04677
19	—	59	2.16978	99	1.01974
20	—	60	2.10672	100 and	1.01000]
21	—	61	2.04644	later ages	
22	—	62	1.98904		
23	—	63	1.93453		
24	—	64	1.88277		
25	—	65	1.83351		
26	—	66	1.78651		
27	—	67	1.74150		
28	—	68	1.69830		
29	—	69	1.65676		
30	—	70	1.61685		
31	—	71	1.57863		
32	—	72	1.54225		
33	—	73	1.50779		
34	—	74	1.47504		
35	4.80538	75	1.44385		
36	4.63987	76	1.41413		
37	4.48004	77	1.38586		
38	4.32596	78	1.35910		
39	4.17761	79	1.33395		

SERFF Tracking Number: LLAC-125719230 State: Arkansas
Filing Company: Liberty Life Assurance Company of Boston State Tracking Number: 39552
Company Tracking Number: UL-2008019
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Flexible Premium Adjustable Life Insurance Contract
Project Name/Number: /UL-2008019

Supporting Document Schedules

Review Status:
Satisfied -Name: Certification/Notice 07/01/2008

Comments:
Attachment:
Certification of Rule & Reg 19 and 49 with WJD signature 7-3-2008.pdf

Review Status:
Satisfied -Name: Certification of Illustration Actuary 07/09/2008

Comments:
Attachment:
Certification of Illustration Actuary signed by KW 7-8-2008.pdf

Review Status:
Satisfied -Name: Flesch Certification 07/09/2008

Comments:
Attachment:
Flesch Certification with WJD signature 7-3-2008.pdf

Review Status:
Satisfied -Name: Statement of Variability 07/09/2008

Comments:
Attachment:
STATEMENT OF VARIABILITY 7-8-2008.pdf

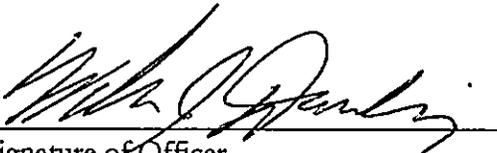
LIBERTY LIFE ASSURANCE COMPANY OF BOSTON

Boston, Massachusetts

**CERTIFICATION OF COMPLIANCE
RULE AND REGULATION 19 and 49**

Form No: UL-2008019 Flexible Premium Adjustable Life Insurance Contract
 UL-2008019-T Contract Information Page

We hereby certify the above noted form meets the requirements outlined in Arkansas Rule and Regulation 19 and 49.



Signature of Officer

William J. Dauksewicz, CLU, ChFC, CPCU
Name of Officer

Vice President and Manager
Officer Title

July 3, 2008
Date

Liberty Life Assurance Company of Boston
NAIC Company Code: 65315

Certification of Illustration Actuary

Initial Filing for the following Policy Forms:

UL-2008019 Flexible Premium Adjustable Life Insurance Contract
UL-2008019-T Contract Information page

I, Kristin J. Weinhold, am an Actuary of Liberty Life Assurance Company of Boston, and I am a Member of the American Academy of Actuaries in good standing. I was appointed by the Board of Directors of Liberty Life Assurance Company of Boston to be the Illustration Actuary for all plans of insurance subject to the illustration requirements of this state. This appointment was made by the Board at the meeting held on September 27, 2004 with an effective date of October 1, 2004.

I hereby certify that the scales used in illustrating non-guaranteed elements for the above-captioned policy forms meet the illustration requirements of this state. The disciplined current scales for these plans are in conformity with the Actuarial Standard of Practice for Compliance with the NAIC Life Insurance Illustrations Model Regulation (ASOP 24) promulgated by the Actuarial Standards Board of the American Academy of Actuaries.

The expenses used in the calculation of the current scale for all policy forms subject to this state's illustration requirements are from a generally recognized expense table approved for this purpose by the NAIC.

Kristin J. Weinhold
Kristin J. Weinhold, FSA, MAAA
Actuary

July 8, 2008
Date

FLESCH CERTIFICATION

Liberty Life Assurance Company of Boston

I certify on behalf of the Company that the forms referenced below are in compliance with the readability requirements of your state.

The Flesch Reading Ease Test was applied to form UL-2008019 in its entirety.

UL-2008019 Flesch Statistics

Words	6,179
Characters	30,511
Paragraphs	691
Sentences	268
Flesch Reading Ease	50.2



William J. Darksewicz, CLU, ChFC, CPCU
Vice President and Manager
Individual Life Compliance
Liberty Life Assurance Company of Boston

July 3, 2008

Liberty Life Assurance Company of Boston

**STATEMENT OF VARIABILITY
FORMS: UL-2008019, UL-2008019-T**

Bracketed Field Name on Contract Information page	Description of Variability
Insured	The insured's name is unique by insured.
Contract Number	The contract number varies by contract.
Issue Age / Sex	The insured's age / sex at issue will be unique by insured.
Contract Date	This date is unique by contract.
Rating Class	A description of the rating class will be displayed.
Face Amount	This amount is selected by the contract owner. Range: \$10,000 and higher
Death Benefit Option	This is the number of the option selected by the owner at the time of application. Range: 1, 2 or 3
Premium Payment Mode Selected	This field will display the premium payment mode selected. Examples of descriptions are Annual, Semiannual, Quarterly, Pre-authorized Checking, Payroll Deduction, and Monthly Direct. We may use other descriptive terms or payment arrangements.
Planned Premium	The amount the owner of the contract intends to pay based on the mode selected.
Minimum Premium	The minimum premium based on the mode selected.
...[fifth] contract year...	This identifies the contract year in which the death benefit guarantees are in effect. Range: 3 years to 10 years
[UL] field in footer of page	This field is an administrative field to identify the plan selected.
barcode field in bottom right corner footer	A barcode or other code may be used on the Contract Information page. The location, size, or type of identifier is subject to change.
Guaranteed Annual Interest Rate	The value is set at issue and will only change for new issues. Range: 2% - 6%
Guaranteed Monthly Equivalent Interest Rate	This rate is the monthly equivalent of the Guaranteed Annual Interest Rate. Range: monthly equivalent of 2% - 6%
Loan Interest Rate	The value is set at issue and will only change for new issues. Range: 3% - 6%
Account Value Condition – Additional Interest Rate	The value is set at issue and will only change for new issues. Range: 0.00% - 1.00%
Contract Year Condition – Additional Interest Rate	The value is set at issue and will only change for new issues. Range: 0.00% - 1.00%
Monthly Maintenance Fee	The value is set at issue and will only change for new issues. Range: \$2 - \$10
Monthly Administrative Fee	The value is set at issue and will only change for new issues. Range: lowest value=\$0; highest value=\$10 per month/per unit. The per unit charge will vary by issue age, gender, rating class and face amount band. These fees will be set at issue for all members of a given class of insureds and cannot be changed after issue.
Premium Expense Charge	The value is set at issue and will only change for new issues. Range: 0% - 15%.
Preferred Loan begins after Contract Year	The value is set at issue and will only change for new issues. Range: 0 - 50 years
Minimum Face Amount	The value is set at issue and will only change for new issues. Range: \$10,000 and higher
Minimum Face Amount Increase	The value is set at issue and will only change for new issues. Range: \$5,000 and higher

Liberty Life Assurance Company of Boston

STATEMENT OF VARIABILITY - continued
FORMS: UL-2008019, UL-2008019-T

Bracketed Field Name on Contract Information page	Description of Variability
Mortality Table	The mortality table is set at issue and will only change for new issues. This table will not change unless a new Mortality Table becomes available. For the note, if the insured is a juvenile at issue, smoker composite tables will be used. If the insured is not a juvenile at issue, smoker distinct tables will be used.
Table of Withdrawal Charges	The values are set at issue and will only change for new issues. The values may change to any amounts permitted by the Standard Nonforfeiture Law.
Riders and Endorsements	This field will display rider and endorsement information. If no riders or endorsements are issued, this will state "None." If all of the rider information does not fit on one page, additional Contract Information pages will be added to accommodate the additional rider information.
Table of Guaranteed Maximum Monthly Cost of Insurance Rates	The values are set at issue and will only change for new issues. The values may change to any amounts permitted by applicable State Law.
Table of Death Benefit Factors Per Dollar of Account Value	The values are set at issue and will only change for new issues. The values may change to any amounts as specified in the IRC Code 7702.

Forms are submitted in final print and are subject to modifications in paper size, color, stock, binding, and ink, shading, borders, font type and size, company officer signatures, company logo, company addresses and telephone number, and changes that occur as a result of company adaptation to computer printing/typesetting.