

SERFF Tracking Number: FRCS-125741661 State: Arkansas
 Filing Company: Sun Life Assurance Company of Canada (U.S.) State Tracking Number: 39717
 Company Tracking Number: 4958.1
 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
 Product Name: PPG VA-2008 GROUP VARIABLE ANNUITY
 Project Name/Number: Sunlife-3/66.1/66.1

Filing at a Glance

Company: Sun Life Assurance Company of Canada (U.S.)

Product Name: PPG VA-2008 GROUP VARIABLE ANNUITY SERFF Tr Num: FRCS-125741661 State: ArkansasLH

TOI: A10 Annuities - Other	SERFF Status: Closed	State Tr Num: 39717
Sub-TOI: A10.000 Annuities - Other	Co Tr Num: 4958.1	State Status: Disapproved-Closed
Filing Type: Form	Co Status: None	Reviewer(s): Linda Bird
	Author: LaToya Osborn	Disposition Date: 12/08/2008
	Date Submitted: 07/22/2008	Disposition Status: Disapproved
Implementation Date Requested: On Approval		Implementation Date:

State Filing Description:

General Information

Project Name: Sunlife-3/66.1	Status of Filing in Domicile: Pending
Project Number: 66.1	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments: Submitted on or about the same date.
Explanation for Combination/Other:	Market Type: Group
Submission Type: New Submission	Group Market Size: Large
Overall Rate Impact:	Group Market Type: Employer
Filing Status Changed: 12/08/2008	
State Status Changed: 12/08/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

Form PPGVA-2008-A is a variable Group Annuity Contract ("GAC") that will be issued to employers and/or unions which have one or more tax-qualified pension plans. The Contract is substantially similar to form PPGVA-2008 (filed this same date under separate cover, tracking number FRCS-125732892), except PPGVA-2008-A is an allocated contract; PPGVA-2008 is unallocated. The underlying investment options will provide a value based upon the performance of the underlying Variable or Separate Account. Although the GAC will have conservatively priced (in fact, as conservatively priced as permitted by regulation) annuity payout options, it is anticipated that the GAC will only be in force during the

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accumulation phase of the underlying pension plan.

The Company offers their assurances that the information required by Section 23-79-138 and the Guaranty Association notice required by Regulation 49 will be provided.

Our fee of \$100 has been sent by EFT on this same date. This fee is based on the domicile state.

Company and Contact

Filing Contact Information

(This filing was made by a third party - FC01)

Kevin Wiggs, Compliance Specialist kevin.wiggs@firstconsulting.com
 1020 Central (800) 927-2730 [Phone]
 Kansas City, MO 64105 (816) 391-2755[FAX]

Filing Company Information

Sun Life Assurance Company of Canada (U.S.) CoCode: 79065 State of Domicile: Delaware
 One Sun Life Executive Park Group Code: 549 Company Type:
 Wellesley Hills, MA 02481 Group Name: Sun Life Financial State ID Number:
 Group
 (800) 432-1102 ext. [Phone] FEIN Number: 04-2461439

Filing Fees

Fee Required? Yes
 Fee Amount: \$100.00
 Retaliatory? Yes
 Fee Explanation: DE fee of \$50 per form = \$100.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Sun Life Assurance Company of Canada (U.S.)	\$100.00	07/22/2008	21540835

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Disapproved	Linda Bird	12/08/2008	12/08/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Linda Bird	07/31/2008	07/31/2008			
Industry Response						

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Objection Letter dated 7/31/08	Note To Filer	Linda Bird	10/29/2008	10/29/2008

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Product Name: PPG VA-2008 GROUP VARIABLE ANNUITY
Project Name/Number: Sunlife-3/66.1/66.1

Disposition

Disposition Date: 12/08/2008

Implementation Date:

Status: Disapproved

Comment: Our records indicate that we have been holding this filing since July 31, 2008. It is Department policy to close a file after such a long time has lapsed without resolution to the problem. Therefore, we have disapproved your filing today.

Rate data does NOT apply to filing.

SERFF Tracking Number: *FRCS-125741661* State: *Arkansas*
 Filing Company: *Sun Life Assurance Company of Canada (U.S.)* State Tracking Number: *39717*
 Company Tracking Number: *4958.1*
 TOI: *A10 Annuities - Other* Sub-TOI: *A10.000 Annuities - Other*
 Product Name: *PPG VA-2008 GROUP VARIABLE ANNUITY*
 Project Name/Number: *Sunlife-3/66.1/66.1*

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Authorization		Yes
Supporting Document	State specific readability certification		Yes
Form	Group Variable Annuity Contract		Yes
Form	Private Placement Group Variable Annuity Application		Yes

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Product Name: PPG VA-2008 GROUP VARIABLE ANNUITY
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Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 07/31/2008

Submitted Date 07/31/2008

Respond By Date

Dear Kevin Wiggs,

This will acknowledge receipt of the captioned filing.

Objection 1

- Certification/Notice (Supporting Document)

Comment: Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed and that the company is in compliance.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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Form Schedule

Lead Form Number:

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	PPGVA-2008-A	Policy/Cont Group Variable ract/Fratern Annuity Contract al Certificate	Initial		58	PPGVA-2008-A Generic_dist_ bkmrkd.pdf
	AP-PPGVA-2008-A	Application/Private Placement Enrollment Group Variable Form Annuity Application	Initial		55	AP-PPGVA-2008-A AR.doc

SUN LIFE ASSURANCE COMPANY OF CANADA (U.S.)

A Stock Company

One Sun Life Executive Park, SC 1114

Wellesley Hills, MA 02481

877-539-7678

This Group Contract is issued in consideration of your Application and payment of the initial Premium.

RIGHT TO EXAMINE CONTRACT PERIOD: You may return this Group Contract to us or the agent through whom you purchased it within ten (10) days after you receive it. If so returned, we will treat this Group Contract as though it were never issued. Upon receipt, we will promptly refund an amount equal to the sum of (a) and (b) where (a) is the difference between the Premium paid, including any fees and other charges, and the amounts allocated to the Sub-Accounts and (b) the Account Value as of the date the returned Group Contract is mailed to us.

This is a legal contract between you and us.

Read this Group Contract carefully.



[Robert C. Salipante]
President



[Michael S. Bloom]
Secretary

Group Variable Annuity Contract
Allocated per Primary Annuitant
Nonparticipating – No Dividends

All Sub-Account Values are based on the value of a Separate Account's assets which are not guaranteed as to fixed dollar amounts. Sub-Account Values will increase or decrease based upon investment results. This is explained further in **Section IV. Account Value and Sub-Account Values.**

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I. Definitions

Account Value: An accounting record kept for the purpose of tracking the accumulated value of all cash flow into and out of the Group Contract, plus interest. The Account Value of this Group Contract at any time equals the total Sub-Account Values. The Account Value is used to determine benefits.

Accumulation Period: The period prior to the Income Date during which Premiums may be paid by a Group Contract Owner.

Annuitant: The natural person on whose life annuity payments are based.

Application: The form you fill out to apply for a Group Contract.

Beneficiary: Prior to the Income Date for any Primary Annuitant, will be you. After the Income Date, the person(s) named by a Primary Annuitant.

Company (“we,” “us,” “our”): Sun Life Assurance Company of Canada (U.S.).

Contract: The fixed immediate annuity the Group Contract Owner purchases for a Primary Annuitant.

Contract Anniversary: The day, other than the Contract Date, which marks the start of a new Contract Year.

Contract Date: The date this Group Contract is issued to a Group Contract Owner. The Contract Date is shown in **Schedule A**.

Contract Year: Each successive twelve-month period beginning on the Contract Date.

Due Proof of Death: Proof of death in a form satisfactory to us under our then current procedures.

Fund Private Placement Memorandum (“Fund PPM”): See Portfolio Offering Documents.

General Account: Our general investment account that contains all of our assets except those in the Separate Account or our other separate accounts.

Group Contract: The Group Flexible Premium Variable Annuity Contract issued by us, pursuant to which a Group Contract Owner may purchase an individual annuity Contract from the Company utilizing the purchase rates guaranteed in the Group Contract.

Group Contract Owner (“you” or “your”): The owner of this Group Contract as shown in our records. All rights and benefits under this Group Contract belong to you, unless otherwise stated.

Income Date: The date on which annuity payments begin under a Contract for a Primary Annuitant. The Income Date is shown in **Schedule A** of the Contract for each Primary Annuitant. The Income Date shall not be earlier than twelve (12) months from the effective date of this Group Contract and not later than the later of the date the Primary Annuitant attains age 90 and the tenth Contract Anniversary.

Initial Premium: The Initial Premium as shown in **Schedule A**

Initial Net Premium: The Initial Premium less the Premium Charge.

Investment Liquidity Requirements: The Investment Liquidity Requirements specify when transfers and payments to and from each Sub-Account can occur, how many days advance notice is required, and any other restriction on transfers and payments from and to such Sub-Account. The Investment Liquidity Requirements may differ for different Sub-Accounts and are stated in **Schedule B**.

Letter of Credit: A Letter of Credit issued for the benefit of us to support the capital requirements of investments made on behalf of the Group Contract should you fail to make Subsequent Premium payments under the Group Contract in an amount sufficient to satisfy such capital requirements. Each Letter of Credit (i) must be issued by a financial institution with a rating of at least A by Standard and Poor's or A2 by Moody's, (ii) shall have a term of at least five years, and (iii) shall be irrevocable sight drafts. You agree to replace an expired Letter of Credit 30 days prior to the expiration of such Letter of Credit. The Letter of Credit shall indicate that we shall have the right to call a Letter of Credit if you do not replace the Letter of Credit before its expiration. The Letter of Credit shall be in form and substance satisfactory to us.

Liquidity Day: Any business day on which amounts can be transferred to and/or from a Sub-Account and/or Separate Account in accordance with its Investment Liquidity Requirements. Liquidity Days for each Sub-Account are specified in **Schedule B**.

Managed Account: An investment option in which the Sub-Account is managed by one or more registered investment advisors.

Money Market Sub-Account: A Sub-Account where Net Premium is initially allocated and where Account Value may be allocated to provide funds for payment of charges and for other, temporary purposes under this Group Contract. The Money Market Sub-Account is identified in **Schedule B**.

Net Premium/Net Subsequent Premium: Any Premium/Subsequent we receive less any Premium Charge.

Periodic Charge: The Mortality and Expense Risk Charge due on any Periodic Valuation Day.

Periodic Valuation Day: Any day on which we deduct the Periodic Charge from your Account Value. Periodic Valuation Days are specified in **Schedule B** of this Group Contract. The Contract Date is also a Periodic Valuation Day.

Portfolio: An investment vehicle in which a Sub-Account may invest.

Portfolio Offering Documents (“Fund PPM”): Consists of the investment policy statement, offering memorandum, or prospectus for each of the Portfolios and/or Managed Accounts that may be invested in by the Sub-Accounts available under the Group Contract.

Premium: An amount paid to us as a payment for this Group Contract by you or on your behalf.

Premium Charge: The Premium Charge described in **Section V** and shown in **Schedule A**.

Premium Commitment: The minimum amount of Premiums that the Group Contract Owner must contribute under the Group Contract.

Primary Annuitant: The natural person on whose life annuity payments are based, as listed in **Schedule A**.

Primary Annuitant Segment: That portion of a Sub-Account with Sub-Account Value directly allocable to a specific Primary Annuitant.

SEC: The United States Securities and Exchange Commission.

Separate Account(s): The Separate Account(s) described in **Schedule B**.

Service Center: Sun Life Assurance Company of Canada (U.S.), P. O. Box 9133, Wellesley Hills, MA 02481.

Sub-Account: A division of a Separate Account. Each Sub-Account manages its assets directly or invests in a separate investment portfolio. The Sub-Accounts of each Separate Account are described in **Schedule B**.

Sub-Account Tax Charge: The exact sum imposed by the Internal Revenue Service on the gains of any Sub-Account.

Sub-Account Value: The Account Value of all Primary Annuitant Segments within a Sub-Account.

Subsequent Premium: Any Premium other than the Initial Premium.

Tax Code: The Internal Revenue Code of 1986, as amended.

Valuation Day: Any day on which the accumulation unit value of a Sub-Account is determined. The Valuation Days for each Sub-Account are shown in **Schedule B**.

Valuation Period: The period of time between Valuation Days. The Valuation Period begins as of the end of the previous Valuation Day.

II. Premiums

Premiums Generally

You are obligated to remit Premium contributions in an amount equal to or greater than the Premium Commitment as shown in **Schedule A**. You must obtain a Letter of Credit that is satisfactory to us to secure payment of the Premium Commitment under the Group Contract. Premium contributions are due within ten (10) days notice to you. The Initial Premium as shown in **Schedule A** is due to us on the Contract Date. In addition, we anticipate issuing Premium payment invoices to you as Subsequent Premiums are due. If you fail to remit Premium payments when due, we reserve the right to (a) call on the Letter of Credit to obtain the necessary Subsequent Premiums or (b) deduct Subsequent Premiums and contract charges from distributions from the Portfolios and Managed Accounts in which the Group Contract are invested. You must pay the Initial Premium before we will deliver this Group Contract. If this Group Contract is in your possession and you have not paid the Initial Premium, this Group Contract is not in force. In such a case, we assume you have this Group Contract for inspection only. You may pay Subsequent Premiums at any time to us at our Service Center, subject to limitations described in this Group Contract.

Allocation of Net Premium to or among the Sub-Accounts and Separate Accounts

We deduct the Premium Charge from each Premium we receive prior to allocating the Net Premium to the Sub-Accounts and among Primary Annuitant Segments. You determine how Net Premiums are allocated among the Sub-Accounts. Allocations must be in whole numbers and allocation percentages must be 1% or greater. Minimum allocation amounts are shown in **Schedule B**. The initial allocation is shown in the Application, a copy of which is attached to this Group Contract. The Initial Net Premium is placed in the Money Market Sub-Account until after the end of the right to examine contract period. After the right to examine contract period expires, on the first subsequent Liquidity Day for each Sub-Account you have chosen, the Net Premium will be allocated among the Sub-Accounts in accordance with your instructions. If you do not provide new instructions with a Subsequent Premium, the Net Subsequent Premium will be allocated to the Sub-Accounts in the same proportions as stated in the most recent written instructions we have received from you.

Net Subsequent Premiums and transfers of Account Value are allocated to the Sub-Accounts following receipt of such amounts on the earliest Liquidity Day permissible under the Investment Liquidity Requirements for the relevant Sub-Accounts. Until allocated to the appropriate Sub-Account, the Net Subsequent Premium, or a portion thereof, will be held in the Money Market Sub-Account. If you do not provide new instructions with a Subsequent Premium, the Net Subsequent Premium will be allocated to the Sub-Accounts in the same proportions as stated in the most recent written instructions we have received from you. We also reserve the right to transfer amounts from the other Sub-Accounts or allocate a portion of the Net Premium or Net Subsequent Premiums to the Money Market Sub-Account to the extent necessary to ensure that charges may be deducted when due.

III. The Separate Account

The Separate Accounts

The assets of each Separate Account are segregated from our General Account and from any other separate account of ours. We own the assets of the Separate Accounts. Separate Account assets will only be used to support variable insurance and annuity products and for any other purpose permitted by applicable laws and regulations. The portion of the assets of a Separate Account equal to the reserves and other contract liabilities with respect to that Separate Account will not be charged with liabilities that arise from any other business we may conduct. We may, however, transfer from any Separate Account to our General Account assets that exceed the reserves and other contract liabilities with respect to that Separate Account. Income, gains and losses, whether or not realized, from a Separate Account are credited to or charged against that Separate Account without regard to the income, gains, or losses of any other Separate Account and without regard to any of our other income, gains, or losses as we may be required to pay based on the investment earnings of that Separate Account.

We have the right to operate each of the Separate Accounts as an investment company or unit investment trust registered, or exempt from registration, under the Investment Company Act of 1940 or in any other form permitted by law. The Separate Accounts available under this Group Contract are shown in **Schedule B**.

The Sub-Accounts

Each Separate Account is divided into Sub-Accounts. Each Sub-Account invests in a separate underlying Portfolio or in a managed portfolio of securities or other assets. Each Sub-Account has its own distinct investment objective and policies. Each Sub-Account operates as a separate investment fund, and the income, gains and losses of one Sub-Account have no effect on the investment performance of any other Sub-Account. The Sub-Accounts available under this Group Contract are shown in **Schedule B**.

Investments of the Sub-Accounts

The Sub-Accounts may invest their assets in shares or units of Portfolios managed by one or more investment managers. In the alternative, we may contract with one or more investment managers to manage directly the assets held in a Sub-Account. In either case, we select investment managers in our discretion.

Investment Liquidity Requirements

The Investment Liquidity Requirements, as shown in **Schedule B**, specify when transfers and payments to and from each Sub-Account can occur, how many days advance notice is required, and any other restriction on transfers and payments to and from such Sub-Account. The investment manager of each Sub-Account or the underlying Portfolio specifies the applicable Investment Liquidity Requirements and may change them in its discretion. The investment manager of each Sub-Account or the underlying Portfolio specifies the applicable Investment Liquidity Requirements of each Sub-Account. We specify the applicable Investment Liquidity Requirements of each Separate Account. The Investment Liquidity Requirements may differ for different Sub-Accounts and Separate Accounts.

Changes in the Separate Accounts and the Sub-Accounts

We may establish and/or make available additional Separate Accounts and Sub-Accounts from time to time to which you may transfer Account Value or allocate Net Premiums and/or Net Subsequent Premiums.

To the extent permitted by law, we reserve the right to:

- substitute a new Portfolio for the Portfolio in which a Sub-Account invests;
- substitute new Sub-Accounts and/or new Separate Accounts;
- combine two or more Sub-Accounts and/or Separate Accounts;
- cause a Sub-Account that is managed directly by an investment manager to instead invest its assets in shares or units of Portfolios managed by one or more investment managers;
- cause a Sub-Account that invests its assets in shares or units of a Portfolio to instead be managed directly by an investment manager;
- eliminate any existing Sub-Accounts, Separate Account or any other investment option.

Subject to the approval of the appropriate regulatory authorities, we reserve the right to transfer assets of a Separate Account to another Separate Account that we determine to be associated with the class of contracts to which this Group Contract belongs. When required by law, prior approval of any other changes to the Separate Accounts will be obtained from the appropriate regulatory authorities.

Also, subject to the approval of the appropriate regulatory authorities, we have the right to change the investment policy of any Sub-Account. We will notify you if any material change of investment policy is approved.

IV. Account Value and Sub-Account Values

Account Value

The Account Value of this Group Contract equals the sum of the Sub-Account Values of each Separate Account. The Account Value on the Contract Date equals the Net Premium.

On subsequent Valuation Days, the Account Value equals the total of the Sub-Account Values of the Sub-Accounts you have chosen, determined as of the most recent Valuation Day for each such Sub-Account.

Sub-Account Values

On each Valuation Day for a Sub-Account, we will determine the Sub-Account Value for the Sub-Account by multiplying the accumulation unit value for the Sub-Account by the number of accumulation units you have in the Sub-Account at the beginning of the Valuation Day, and adding any Net Subsequent Premium invested in the Sub-Account and subtracting any Periodic Charge paid from the Sub-Account, any amount withdrawn from the Sub-Account, and any amount transferred from the Sub-Account into another Sub-Account.

The charges deducted from the Account Value are deducted pro rata from each Sub-Account to the extent available. If charges may not be withdrawn from a Sub-Account when a Periodic Charge is due, we reserve the right to deduct such amount from the remaining Sub-Accounts. We also reserve the right to transfer amounts from the other Sub-Accounts or allocate a portion of the Net Premium to the Money Market Sub-Account to the extent necessary to ensure that charges may be deducted when due. All such transfers and allocations will be proportional among the Primary Annuitant Segments within the Sub-Accounts.

Valuation Time

Valuation time for non-exchange traded securities and securities traded on the New York Stock Exchange (“NYSE”) is the close of trading on the NYSE (or any successor exchange) or, if the securities are not traded on the NYSE, the close of trading on any exchange on which such securities are traded.

Accumulation Units

An accumulation unit is an accounting measure used to measure the value of the investments in a Sub-Account. We determine the accumulation unit value separately for each Sub-Account as of the Valuation Time on each Valuation Day for that Sub-Account. The value of an accumulation unit will vary from Valuation Day to Valuation Day to reflect the investment performance of the relevant Sub-Account.

We may split or consolidate the number of accumulation units credited to this Group Contract with a corresponding increase or decrease in the accumulation unit value. We may exercise this right whenever we consider an adjustment of accumulation units to be desirable. Strict equity will be preserved, however, in making any adjustment. No adjustment will have any material effect on the benefits, provisions or investment return, or on you, any Beneficiary, any assignee, any Primary Annuitant, or on us.

Accumulation Unit Value

We will set an initial accumulation unit value for each Sub-Account on the first Valuation Day at \$10.00. The value of any accumulation unit on any subsequent Valuation Day for any Sub-

Account is equal to its value on the preceding Valuation Day multiplied by the net investment factor for that Sub-Account for the Valuation Period.

Net Investment Factor

The net investment factor for a Sub-Account is determined separately for each Valuation Period for that Sub-Account. The net investment factor equals the investment rate for such period plus 1.0, less the Separate Account Charge applicable to that Sub-Account, expressed as a daily rate, times the number of days in that Valuation Period.

Investment Rate

The investment rate of a Sub-Account for any Valuation Period for that Sub-Account equals the net investment earnings of that Sub-Account during the Valuation Period divided by the value of the total assets of that Sub-Account at the beginning of the Valuation Period.

Net Investment Earnings

The net investment earnings of a Sub-Account during a Valuation Period equal the accrued investment income and capital gains and losses (realized and unrealized) of that Sub-Account, less any Sub-Account Tax Charge.

We will determine the investment rate and net investment earnings of each Sub-Account in accordance with U.S. GAAP and applicable laws, rules and regulations.

Transfers

Subject to the Investment Liquidity Requirements, you may affect transfers to or from a Sub-Account on any Liquidity Day for that Sub-Account. If a target Sub-Account does not accept allocations on the date on which you wish to transfer Account Value to it, we will transfer the requested amount from the source Sub-Account to the Money Market Sub-Account on the Liquidity Day for the source Sub-Account and hold such amount there until the next Liquidity Day for the target Sub-Account, at which time the desired transfer will be made.

You may not affect a transfer to a Sub-Account (other than the Money Market Sub-Account) effective on either the Income Date or if the Income Date is not a Liquidity Day, the last Liquidity Day for that Sub-Account prior to the Income Date.

If the Income Date is not a Liquidity Day for a Sub-Account, we automatically will transfer the Sub-Account Value to the Money Market Sub-Account on the last Liquidity Day for that Sub-Account prior to the Income Date.

You must request transfers in a form acceptable to us. Requests must be provided to our Service Center. We will send a written confirmation of each transfer to you. The maximum number of transfers per Contract Year is shown in **Schedule A**. In our sole discretion, we may waive that limit or lower it.

If **Schedule B** shows more than one Separate Account, transfers between Separate Accounts will be affected in the same manner as transfer between Sub-Accounts as described above.

V. Charges and Deductions

Premium Charge

The Premium Charge is shown in **Schedule A** and can include:

1. *Premium Distribution Charge* – This charge would pass through commissions, if any, paid to a licensed sales representative with respect to this Group Contract.
2. *Premium Tax Charge* – A charge to reimburse us for the cost of state and local taxes.
3. *DAC Tax Charge* – A charge to reimburse us for the cost of the federal Deferred Acquisition Cost (“DAC”) tax as described in §848 of the Tax Code.

Periodic Charges Deducted from the Account Value

The Mortality and Expense Risk Charge and any Other Charge are Periodic Charges and are due on any Periodic Valuation Day. Periodic Valuation Days are specified in **Schedule B**. We deduct the Periodic Charge by canceling accumulation units from Sub-Accounts on each Periodic Valuation Day. The Periodic Charge consists of the following charges:

1. *Mortality and Expense Risk Charge* – We determine the Mortality and Expense Risk Charge on each Periodic Valuation Day for each Sub-Account. The maximum Mortality and Expense Risk Charge for a Sub-Account is equal to the monthly equivalent rate shown in **Schedule A** times the number of months since the prior Periodic Valuation Day. We will determine the current Mortality and Expense Risk Charge rate from time to time based on our expectations of future experience with respect to mortality costs, persistency, interest rates, expenses and taxes. The Mortality and Expense Risk Charge rate will never exceed that shown in **Schedule A**.
2. *Other Charge* – We may deduct from the Account Value an amount equal to any other government charge that we determine to be properly attributable to this Group Contract.

Separate Account Charge

The Separate Account Charge consists of the Administration Charge, plus the Distribution Charge, plus any Investment Management Fee.

1. *Administration Charge* – We determine the Administration Charge on each Valuation Day for each Sub-Account. The maximum Administration Charge for a Sub-Account for a Valuation Period is equal to the daily Administration Charge shown in **Schedule A** times the number of days in the Valuation Period.
2. *Distribution Charge* – We determine the Distribution Charge on each Valuation Day for each Sub-Account. The maximum Distribution Charge for a Sub-Account for a Valuation Period is equal to the daily Distribution Charge shown in **Schedule A** multiplied by the number of days in the Valuation Period.
3. *Investment Management Fee* – An Investment Management Fee may accrue daily and be deducted on each Valuation Day from each Sub-Account managed directly by one or more investment managers. The charge includes the money management fees, any custodial fees, and other investment related expenses. The Investment Management Fee for each Sub-Account managed directly is shown in **Schedule B**. Any Investment Management Fee and any additional expenses applicable to each Sub-Account are described in the offering documents relating to each Portfolio.

VI. Surrender, Partial Withdrawals, Distributions and Terminations

Surrender

During the Accumulation Period, this Group Contract may be surrendered for its Account Value. You must request a surrender in a form acceptable to us. Your surrender request will be effective on the earliest Liquidity Day we can disburse your entire surrender proceeds consistent with the applicable Investment Liquidity Requirements. After we receive your surrender request, we will make such transfers on the first Liquidity Day for each Sub-Account permissible under their respective Investment Liquidity Requirements, and hold such amounts in the Money Market Sub-Account until we disburse your entire surrender proceeds. This Group Contract will remain in force until the effective date of the surrender. The Company reserves the right to defer payment of the Account Value for a period of six (6) months.

Partial Withdrawals

You may make partial withdrawals from the Sub-Accounts after the right to examine contract period only on the earliest Liquidity Day when we can disburse the entire requested amount consistent with the applicable Investment Liquidity Requirements. You must request the partial withdrawal in a form acceptable to us. Unless you instruct us otherwise, we will take the partial withdrawal from each Sub-Account in proportion to your then current Sub-Account Values. A partial withdrawal may not be less than the Minimum Partial Withdrawal Amount shown in **Schedule A**.

Automatic Withdrawals

Unless you notify us in writing, we will generally distribute to you any and all amounts received from each Sub-Account, less amounts needed to fund contract charges and unpaid Subsequent Premiums, within one Business Day of receipt by us of such distributions. Payments made to you hereunder are considered contract withdrawals.

Distributions

Except as otherwise provided, distributions will be made within three business days after receipt by us of your distribution request. Distributions, including surrenders, death benefit payments and income and capital gains distributions, may be in cash, securities, in kind or other form.

Terminations

In the event that a Primary Annuitant dies prior to his/her Income Date, and you do not name a new Primary Annuitant within ninety (90) days, we may discontinue this Group Contract. Upon discontinuance, we will pay to you the Account Value, less any accrued or unpaid contract charges. The timing of such payment will be subject to the Investment Liquidity Requirements of the various Sub-Accounts. In addition, this Group Contract will terminate upon the earlier of (a) your surrender of this Group Contract or (b) the depletion of the Account Value of this Group Contract.

VII. Death Provisions

If a Primary Annuitant dies prior to that Primary Annuitant's Income Date, or if you change a Primary Annuitant under the Group Contract, the Primary Annuitant Segment for such Primary Annuitant must be completely distributed to the Beneficiary within five years of the Primary Annuitant's death or change of Primary Annuitant.

VIII. Annuity Provisions

Prior to a Primary Annuitant's Income Date, you may direct us to purchase a **Contract** for a Primary Annuitant, pursuant to the provisions contained in **Schedule C**. The forms of fixed immediate annuity available under this Group Contract are:

- a) **life annuity:** a fixed monthly annuity payable until the first day of the month in which the Primary Annuitant dies.
- b) **life and 5 years certain annuity:** a fixed monthly annuity payable for at least five years, and after that until the first day of the month in which the Primary Annuitant dies.
- c) **life and 10 years certain annuity:** a fixed monthly annuity payable for at least ten years, and after that until the first day of the month in which the Primary Annuitant dies.
- d) **life and 15 years certain annuity:** a fixed monthly annuity payable for at least fifteen years, and after that until the first day of the month in which the Primary Annuitant dies.
- e) **Any other form of fixed immediate annuity being offered by the Company.**

We will require notice of the form of fixed immediate annuity desired. Additionally, we will require, at a minimum, the name, date of birth and sex of the Primary Annuitant.

Annuity payments will commence on the later of (a) the date elected or (b) the business day next following the date the requisite Account Value of the Primary Annuitants Segment to be used as the single payment for the Contract has been transferred to the Money Market Sub-Account. We will not allow the purchase of a Contract that provides for a guaranteed period longer than the Primary Annuitant's life expectancy as determined for purposes of the Tax Code. The minimum purchase payment rules and minimum monthly payment rules applicable to any annuity available hereunder must be met.

Income Date

The Income Date is shown in **Schedule A** of the Group Contract for each Primary Annuitant. The Income Date shall not be earlier than twelve (12) months from the effective date of the Group Contract. The Income Date may not be later than the later of the date the Annuitant attains age 90 and the tenth Contract Anniversary. If no Income Date is selected, it will be the later of the date the Annuitant attains age 90 and the tenth Contract Anniversary.

Selection of an Annuity Payment Option

An Annuity Payment Option may be selected by you. If no Annuity Payment Option is selected, a life and five years certain annuity will automatically be applied. Prior to the Income Date, you may change the Annuity Payment Option selected by written request. Any change must be requested at least 30 days prior to the Income Date. The Annuitant will receive the annuity payments unless you select a different payee by written request.

Frequency and Amount of Annuity Payments

Annuity payments are paid in monthly installments. If the Account Value to be applied under an annuity payment option is less than \$2,000, we reserve the right to make a lump sum payment in lieu of annuity payments. If the annuity payment would be or becomes less than \$1,000, we will reduce the frequency of payments to a longer interval which will result in each payment being at least \$1,000.

Annuity benefits, at the time of their commencement, will not be less than those that would be provided by the application of the Account Value to purchase any single premium immediate annuity contract offered by us at the time to the same class of annuitants.

IX. General Provisions

Misstatement of Age

If the age of the Annuitant or any payee has been misstated, we will compute the amount payable based on the correct age. If annuity payments have begun, any underpayment(s) that have been made will be paid in full, with interest as stated in **Schedule C**, with the next annuity payment. Any overpayment, unless repaid to us in one sum, will be deducted from future annuity payments otherwise due until we are repaid in full. Any overpayments due will be computed without interest.

Beneficiary

Prior to the Income Date for any Primary Annuitant, you will be the Beneficiary. After the Income Date, the person(s) named by a Primary Annuitant shall be the Beneficiary.

Availability of Account Value

Cash payments from this Group Contract for partial withdrawals or surrender will generally be made within five business days after the earliest Liquidity Day possible in accordance with the Investment Liquidity Requirements of the relevant Sub-Accounts and Separate Accounts.

Payment may be further delayed during any period that:

- the New York Stock Exchange, or if the securities in which the assets of the Sub-Accounts are invested are not traded on the New York Stock Exchange, any principal exchange on which such securities are traded, is closed for trading; or
- the regulatory body of any principal exchange on which the securities are traded determines that a state of emergency exists that prevents the valuation of Sub-Account assets;
- Certain Sub-Account assets can not be currently valued; or
- All applicable banks are not open for business.

Entire Contract

This Group Contract is issued in consideration of the Application and the Initial Premium. This Group Contract, the attached Application and any attached riders and endorsements constitute the entire contract between you and us. All statements made in the Application will be deemed representations and not warranties, and no statement will void the Contract or be used in defense to a claim unless it is contained in such Application and a copy is attached to the Contract when issued. This Group Contract is incontestable. Any waiver or change of any provision in this Group Contract must be in writing and signed by our President or Secretary. Only these officers may make an agreement or representation on our behalf.

Waiver Not Estoppel

Our failure to enforce any provision of this Group Contract will not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time. Nor will the waiver of any provision by us on one or more occasions constitute or be construed as a waiver for all occasions. We will not be estopped from enforcing any provision of this Group Contract except as may be otherwise agreed to in writing by one of our officers.

Letter of Credit

Prior to the issuance of the Group Contract, you must provide us with a Letter of Credit.

Assignment

Neither this Group Contract nor any of your rights or those of a Beneficiary under it may be assigned or transferred without our written permission. You must file a copy of the proposed assignment with us along with written evidence as we may require to evaluate the proposed assignee's qualifications to own this Group Contract. The assignment will not be effective until we provide you with written notice that we have approved the assignment. Your rights and those of any Beneficiary will be subject to the approved assignment.

Basis of Computations

A detailed statement of the method used to compute this Group Contract's benefits and values is filed with the appropriate insurance regulatory authorities. Any paid-up annuity, surrender or death benefits available under this Group Contract are not less than the minimum benefits required by the appropriate regulatory authorities.

Claims of Creditors

The proceeds of this Group Contract will be free from creditor's claims to the extent allowed by law.

Notice

Any written notice required by this Group Contract to be given by us to you will be effective five (5) working days after it is mailed by first class mail or fifteen (15) working days after it is mailed by third class mail (or when received, if sent by any other means) to you at your last known address as noted in our records.

Any written request or notice required by this Group Contract to be given by you to us will be effective when received in a form acceptable to us at our Service Center. To be acceptable, a request or notice must be written, in the English language (except where applicable law requires otherwise), must include all pertinent information, and must be signed by you or an individual authorized to act on your behalf and so designated as such in our records.

Annual Report

Each Contract Year, we will send an annual report to your last known address as noted in our records.

The report will show:

- the Account Value and Sub-Account Values at the beginning of the applicable Contract Year;
- all additions to and deletions from the Account Value during the Contract Year;
- the Account Value and Sub-Account Values at the end of the applicable Contract Year;
- any additional information required by applicable laws or regulations.

SCHEDULE A

GENERAL CONTRACT AND ANNUITANT INFORMATION

Contract Number:	[1234]
Contract Owner(s):	[John P. Doe]
Contract Date:	[January 1, 2002]
Beneficiary:	[Jane M. Doe]

PRIMARY ANNUITANT INFORMATION

Primary Annuitant:	[John P. Doe]
Date of Birth:	[01/01/67]
Issue Age:	[35]
Sex:	[Male]
Social Security Number:	[1234-56-7890]
Residence:	[123 Main Street, Any Town, USA 11111]
Contingent Annuitant:	[Jane M. Doe]
Income Date:	[January 1, 2022]

BASIC CONTRACT INFORMATION

Minimum Partial Withdrawal Amount:	[\$10,000]
Periodic Valuation Day	[The 1st day of each calendar month.]
Maximum Number of Transfers Per Contract Year	[12]
Initial Premium:	[\$100,000]
Premium Commitment	[\$_____]
Minimum Subsequent Premium:	[\$10,000]

CHARGES

Premium Charge (as a percentage of Premium)

[Premium Distribution Charge Rate:]	[8.00%]
[Premium Tax Charge Rate:]	[2.00%]
[DAC Tax Charge Rate:]	[1.00%]

Periodic Charge (as a percentage of Sub-Account Value)

Mortality and Expense Risk Charge:	[.08333% monthly (equivalent to 1.00% annually)]
Guaranteed Maximum Mortality and Expense Charge:	[.08333% monthly (equivalent to 1.00% annually)]
Distribution Charge	[.083333% daily (equivalent to 1.00% annually)]

Separate Account Charge

(as a percentage of Sub-Account Charge)

Maximum Administration Charge	[xxxxxxx% daily (equivalent to XX% annually)]
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SCHEDULE B
THE SEPARATE ACCOUNTS AND THE SUB-ACCOUNTS

The **Portfolio Offering Documents** describe the Portfolios that may be invested in by the Sub-Accounts available under the Group Contract and the charges imposed in connection with them. The **Portfolio Offering Documents** may be amended from time to time to reflect the addition or deletion of investment options.

Each of the Sub-Accounts listed below either (a) invests in shares or units of Portfolios or (b) invests directly in assets selected and managed by an independent money manager. **The Company has not concluded an extensive due diligence review of the Portfolios or the independent money managers. Therefore, although the Company will make these Portfolios and independent money managers available to you, the Company makes no recommendation or endorsement with respect to these Portfolios or independent money managers. The Group Contract Owner should draw no conclusions from the fact that the Company will make the Portfolios and independent money managers available to them.**

The Company is not a registered investment advisor and does not recommend or select Sub-Accounts for the Group Contract Owner. The choice of Sub-Accounts is in the sole discretion of the Group Contract Owner and their advisor. The Company does not guarantee the operations or performance of any Sub-Account. You bear the investment risk that the assets in such Sub-Accounts possibly will not meet their investment objectives.

[Money Market Sub-Account]

Investment Option :	[Money Market] Portfolio
Investment Management Fee:	[]
Valuation Days:	[Every day NYSE is open]

Investment Liquidity Requirements:	
Advance Notice:	[None]
Liquidity Days:	[Every Valuation Day]
Minimum Withdrawal Amount:	[None]
Minimum Allocation Amount:	[None]

[Hedgefund L.P. Sub-Account]

Investment Option:	[Hedgefund L.P.] Portfolio
Investment Management Fee:	[]
Valuation Days:	[Last business day of every calendar month]
Investment Liquidity Requirements:	
Advance Notice:	[For withdrawals: [45] days prior to any Liquidity Day; For allocations: [10] days prior to any Liquidity Day]
Liquidity Days:	[For withdrawals: One month following the last business day of two calendar quarters] [For allocations: Two business days before the first business day of each calendar month]
Minimum Withdrawal Amount:	[\$100,000]
Minimum Allocation Amount:	[\$100,000]

**SCHEDULE C
PURCHASE OF BENEFITS
FIXED IMMEDIATE ANNUITY**

SECTION 1. DEFINITIONS

Annuity Commencement Date means the beginning date for annuity payments to a Primary Annuitant.

Annuity Premium means the amount applied under this Group Contract to purchase a Contract for a Primary Annuitant.

Annuity Purchase Date means the date an Annuity Premium is applied to purchase a Contract for a Primary Annuitant.

SECTION 2. PURCHASE OF AN ANNUITY

When requested by you, a Contract will be purchased for the Primary Annuitant, using the Primary Annuitant (or another person as designated by the Primary Annuitant) as the measuring life, in accordance with the following:

- a) You will designate the amount and form of the annuity to be purchased, the Annuity Commencement Date and provide any information which we may require regarding the Primary Annuitant for whom the Contract will be purchased and, if applicable, any contingent annuitant or Beneficiary;
- b) The form of the annuity must be one of the optional forms listed in **Section VIII** of this Group Contract;
- c) The form of the annuity and the contingent annuitant names (if any) cannot be changed after the Annuity Purchase Date;
- d) No Contract may be purchased if:
 - a. The Annuity Premium is less than the minimum payment in accordance with our rules for that form, or
 - b. The Annuity Premium will exceed the Primary Annuitant Segment's units' value.

SECTION 3. AMOUNT OF ANNUITY PREMIUM

- a) The amount of Annuity Premium to be withdrawn from the Separate Account(s) applied to purchase an annuity under **Section 2** above will be no more than the value of the Primary Annuitant Segment for such Primary Annuitant.

SECTION 4. BENEFICIARY

After either the Income Date or the purchase date of a Contract, the Beneficiary is the person or persons named by the Primary Annuitant to whom benefits are payable. A Primary Annuitant shall name or change the Beneficiary by filing a written beneficiary designation to that effect with us, but the designation will not be effective until received by us. When received, the designation will be effective as of the date it is executed, but any payments made before receipt of the designation shall discharge us to the extent of such payments.

Unless otherwise specified by the Primary Annuitant with our consent:

- a) if any Beneficiary dies before the Primary Annuitant, any monthly payment which would have become payable to such Beneficiary, if living, will be payable when due to the Beneficiary or Beneficiaries surviving the Primary Annuitant in the order provided;
- b) if any Beneficiary survives the Primary Annuitant but dies before receiving all of the monthly payments which would have been payable to such Beneficiary, if living, the remaining payments will be paid when due to the surviving Beneficiary or Beneficiaries in the order provided;
- c) if the last survivor of all Beneficiaries dies after the death of the Primary Annuitant and before all payments due the Beneficiary have been made, the remaining payments will be commuted and the commuted value paid to the executor or administrator of the estate of the last survivor of the Beneficiaries.

If no named Beneficiary survives the Primary Annuitant, or no Beneficiary has been named, any amount which would have become payable to a Beneficiary will be commuted and the commuted value paid to the executor or administrator of the estate of the Primary Annuitant.

If the Beneficiary is not a natural person taking (i.e., a trust or an estate), any monthly or other periodic payments will be commuted and the commuted value paid to the Beneficiary in a single sum. However, if the Beneficiary is a trust established for the benefit of a natural person and if the payment period is at least 24 months and not more than 60 months, monthly or other periodic payments may be continued to such Beneficiary.

SECTION 5. MISSTATEMENTS

If the age of any Primary Annuitant(s) or other relevant fact is found to have been misstated, the amount of annuity payable will be adjusted. The adjusted annuity amount will equal the amount which would have been provided if the correct age and information had been used in accordance with **Section 3** above. Any overpayment resulting from any misstatements will be deducted from amounts thereafter payable to the Beneficiary. Any underpayment resulting from any misstatement will be paid in full with the next payment due the Beneficiary.

SECTION 6 INFORMATION, PROOFS, AND DETERMINATION OF FACTS

You agree to furnish evidence of the age of each Primary Annuitant on or before the earliest Annuity Purchase Date and other records, data, proofs or additional information, which, in our opinion, is necessary for the administration of the Contract.

SECTION 7. AMENDMENT

We may amend or change Table 1 on any date which is (i) at least two years after the Contract Date and (ii) one year after the date of the most recent amendment or change under this Section. Any such amendment or change will not become effective unless we have given written notice at least 90 days before the date the amendment or change is to take effect.

SECTION 8. ASSIGNMENT

No benefits payable under this Group Contract to any Primary Annuitant or Beneficiary are assignable, except as required by law, and all such benefits are exempt from the claims of creditors to the maximum extent permitted by law.

Table 1
GUARANTEED IMMEDIATE ANNUITY PURCHASE RATES TABLE

AGE	LIFE	5 YRS	10 YRS	15 YRS	50% J&S	100% J&S
55	310.98	311.43	312.88	315.60	350.69	356.54
56	303.59	304.09	305.67	308.66	343.64	349.45
57	296.17	296.70	298.43	301.71	336.52	342.28
58	288.69	289.27	291.17	294.75	329.32	335.01
59	281.16	281.79	283.87	287.79	322.05	327.66
60	273.56	274.25	276.53	280.84	314.69	320.22
61	265.91	266.67	269.18	273.90	307.25	312.69
62	258.22	259.05	261.81	266.99	299.74	305.07
63	250.48	251.40	254.44	260.14	292.17	297.38
64	242.73	243.74	247.09	253.37	284.53	289.61
65	234.95	236.08	239.76	246.69	276.84	281.77
66	227.17	228.41	232.46	240.12	269.11	273.87
67	219.40	220.77	225.23	233.71	261.34	265.92
68	211.64	213.14	218.06	227.46	253.55	257.91
69	203.88	205.54	210.97	221.40	245.72	249.85
70	196.15	197.98	204.00	215.55	237.88	241.76

For joint rates, the Participant and the Participant's spouse are presumed to be the same age.

The rates are expressed as the cost in dollars per \$1.00 of monthly annuity income. These rates are based on interest at the guaranteed rate of 1.5% per annum and the Annuity 2000 Basic Mortality Table.

The fixed annuity purchase rates used when purchasing an immediate annuity will be either the guaranteed rate shown above or the current rate being offered by us, whichever gives the Beneficiary the greater monthly income.

Any other form of fixed Annuity Option agreed to by us, or for payments made on a less frequent basis (quarterly, semi-annual or annual), will be quoted upon request.

SERFF Tracking Number: FRCS-125741661 State: Arkansas
Filing Company: Sun Life Assurance Company of Canada (U.S.) State Tracking Number: 39717
Company Tracking Number: 4958.1
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: PPG VA-2008 GROUP VARIABLE ANNUITY
Project Name/Number: Sunlife-3/66.1/66.1

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: FRCS-125741661 State: Arkansas
Filing Company: Sun Life Assurance Company of Canada (U.S.) State Tracking Number: 39717
Company Tracking Number: 4958.1
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: PPG VA-2008 GROUP VARIABLE ANNUITY
Project Name/Number: Sunlife-3/66.1/66.1

Supporting Document Schedules

Review Status:
Satisfied -Name: Certification/Notice 07/21/2008
Comments:
Attachment:
AR CoC_2A.pdf

Review Status:
Satisfied -Name: Authorization 07/21/2008
Comments:
Attachment:
Authorization_US_dist.pdf

Review Status:
Satisfied -Name: State specific readability certification 07/21/2008
Comments:
Attachment:
AR RDB_2A.pdf

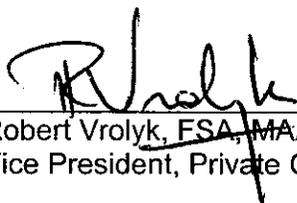
**STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE**

Company Name: Sun Life Assurance Company of Canada (U.S.)

Form Title(s): Group Variable Annuity Contract
Private Placement Group Variable Annuity Application

Form Number(s): PPGVA-2008-A
AP-PPGVA-2008-A

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Reg. 19, as well as the other laws and regulations of the State of Arkansas.



Robert Vrolyk, FSA, MAAA
Vice President, Private Client Group

June 30, 2008

Date



May 1, 2008

To: The Insurance Commissioner

Authorization

This letter, or a copy thereof, will authorize the consulting firm of First Consulting & Administration, Inc., Kansas City, Missouri, to represent this Company in matters before the Insurance Department.

This Authorization shall be valid until revoked by us.

Sun Life Assurance Company of Canada (U.S.)

A handwritten signature in black ink that reads "Thomas Miele". The signature is written in a cursive style with a long horizontal stroke at the beginning.

By: Thomas Miele

Title: Assistant Vice President

**STATE OF ARKANSAS
READABILITY CERTIFICATION**

COMPANY NAME: Sun Life Assurance Company of Canada (U.S.)

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
PPGVA-2008-A	57.7
AP-PPGVA-2008-A	55.3



Robert Vrolyk, ~~ESA~~, ~~MAAA~~
Vice President, Private Client Group

June 30, 2008

Date