

SERFF Tracking Number: SNLE-125489208 State: Arkansas
 Filing Company: Sun Life Assurance Company of Canada (U.S.) State Tracking Number: 38472
 Company Tracking Number: MSVUL-2007
 TOI: L06I Individual Life - Variable Sub-TOI: L06I.202 Joint (Last Survivor) - Flexible Premium
 Product Name: MSVUL-2007
 Project Name/Number: MSVUL-2007/MSVUL-2007

Filing at a Glance

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

Product Name: MSVUL-2007	SERFF Tr Num: SNLE-125489208	State: ArkansasLH
TOI: L06I Individual Life - Variable	SERFF Status: Closed	State Tr Num: 38472
Sub-TOI: L06I.202 Joint (Last Survivor) - Flexible Premium	Co Tr Num: MSVUL-2007	State Status: Approved-Closed
Filing Type: Form	Co Status:	Reviewer(s): Linda Bird
	Authors: Margaret Carvalho, Thomas Miele, Christopher McAuliffe, Joseph Cohen	Disposition Date: 04/17/2008
	Date Submitted: 03/19/2008	Disposition Status: Approved
Implementation Date Requested: On Approval		Implementation Date:

State Filing Description:

General Information

Project Name: MSVUL-2007	Status of Filing in Domicile: Pending
Project Number: MSVUL-2007	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Group Market Size:
Overall Rate Impact:	Group Market Type:
Filing Status Changed: 04/17/2008	
State Status Changed: 04/17/2008	Deemer Date:
Corresponding Filing Tracking Number: MSVUL-2007	
Filing Description:	
Sun Life Assurance Company of Canada (U.S.)	
NAIC # 549-79065	
FEIN # 04-2461439	

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Product Name: MSVUL-2007
Project Name/Number: MSVUL-2007/MSVUL-2007

Re: MSVUL-2007 - Flexible Premium Survivorship Variable Life Insurance Policy
MSVUL-SIR-2007 - Supplemental Insurance Rider
MSVUL-LLPR-2007 - Loan Lapse Protection Rider
MSVUL-PSOR-2007 - Policy Split Option Rider
MSVUL-4YAIR-2007 - Four Year Additional Insurance Rider

Dear Sir or Madam:

We submit the above listed forms for your review and approval. These forms are new and do not replace any other forms previously approved by your Department. They are submitted in final printed form and are subject only to minor modifications in paper stock, ink, and adaptation to computer printing.

These forms are intended to comply with all laws, rules, bulletins and published guidelines applicable to these forms.

These forms have been filed and are pending with our domiciliary state of Delaware.

MSVUL-2007 - Flexible Premium Survivorship Variable Life Insurance Policy

Form MSVUL-2007 is a non-participating survivorship variable life insurance policy payable upon the death of the Surviving Insured. This policy is substantively similar to form MVUL-2007 which was recently approved by your Department on 8/28/2007. Application form UND 14-652 which will be used with this product was also approved on 8/28/07.

Flexible premiums are payable until the Insured reaches age 121. The issue ages for this policy are 0-85 inclusive. This policy will be marketed with an illustration.

MSVUL-SIR-2007 - Supplemental Insurance Rider

Form MSVUL-SIR-2007 is an optional rider that provides an additional amount of life insurance coverage. There is a monthly charge for this rider. The issue ages for this rider are the same as with the base policy.

MSVUL-LLPR-2007 - Loan Lapse Protection Rider

Form MSVUL-LLPR-2007 is an optional rider that prevents the policy from terminating due to insufficient value. There is

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a charge associated with this rider but it will only apply if and when the lapse protection benefit goes effective. The issue ages for this rider are the same as with the base policy.

MSVUL-PSOR-2007 – Policy Split Option Rider

Form MSVUL-PSOR-2007 is an optional rider that, upon divorce, allows the policy to be split into two separate individual policies on the lives of each insured. There is a monthly charge for this rider. The issue ages for this rider are the same as with the base policy.

MSVUL-4YAIR-2007 – Four Year Additional Insurance Rider

Form MSVUL-4YAIR-2007 is an optional rider that provides added insurance. There is a monthly charge for this rider. The issue ages for this rider are the same as with the base policy.

These forms will be used in the general individual variable life market. They will be marketed on an individual basis by our licensed sales representatives. None of these forms will be mass marketed or solicited by mail.

These forms are regulated by the SEC so they are exempt from readability requirements.

The enclosed forms include brackets around the items that may vary. The bracketed items shown are the values that will currently print for each respective form based on the enclosed policies. The use of variability in the enclosed forms will be administered as described in the enclosed statement of variability and in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Please do not hesitate to contact me if you have any questions regarding this submission. Thank you for your attention to this matter.

Company and Contact

Filing Contact Information

Margaret Carvalho, Compliance Consultant margaret.carvalho@sunlife.com
One Sun Life Executive Park (781) 446-1811 [Phone]

SERFF Tracking Number: SNLE-125489208 State: Arkansas
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Product Name: MSVUL-2007
Project Name/Number: MSVUL-2007/MSVUL-2007

Wellesley Hills, MA 02481 (781) 237-3327[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:
Individual State Filing, SC 1114
Wellesley Hills, MA 02481 Group Name: State ID Number:
(800) 432-1102 ext. [Phone] FEIN Number: 04-2461439

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Project Name/Number: MSVUL-2007/MSVUL-2007

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Sun Life Assurance Company of Canada (U.S.)	\$50.00	03/19/2008	18804483

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	04/17/2008	04/17/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	04/04/2008	04/04/2008	Margaret Carvalho	04/16/2008	04/16/2008
Pending Industry Response	Linda Bird	04/03/2008	04/03/2008	Margaret Carvalho	04/03/2008	04/03/2008

SERFF Tracking Number: SNLE-125489208 *State:* Arkansas
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TOI: L06I Individual Life - Variable *Sub-TOI:* L06I.202 Joint (Last Survivor) - Flexible
Premium
Product Name: MSVUL-2007
Project Name/Number: MSVUL-2007/MSVUL-2007

Disposition

Disposition Date: 04/17/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Product Name: MSVUL-2007
 Project Name/Number: MSVUL-2007/MSVUL-2007

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Form (revised)	Flexible Premium Survivorship Variable Life Insurance Policy		Yes
Form	Flexible Premium Survivorship Variable Life Insurance Policy		Yes
Form	Flexible Premium Survivorship Variable Life Insurance Policy		Yes
Form	Supplemental Insurance Rider		Yes
Form	Loan Lapse Protection Rider		Yes
Form	Policy Split Option Rider		Yes
Form	Four Year Additional Insurance Rider		Yes

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Product Name: MSVUL-2007
Project Name/Number: MSVUL-2007/MSVUL-2007

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 04/04/2008
Submitted Date 04/04/2008

Respond By Date

Dear Margaret Carvalho,

This will acknowledge receipt of the captioned filing.

Objection 1

- Flexible Premium Survivorship Variable Life Insurance Policy (Form)

Comment: Please refer to policy General Provisions under the Suicide provision. After the incontestable period expiration you may not restart upon reinstatement. Review Ark. Code Ann. 23-81-115(a)(2)(E).

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

Response Letter

Response Letter Status Submitted to State
Response Letter Date 04/16/2008
Submitted Date 04/16/2008

Dear Linda Bird,

Comments:

Response 1

Comments: This is in response to your objection letter dated 4/4/08. Please be advised that we updated the Suicide provision as requested.

Thank you for your continued attention to this filing.

Margaret Carvalho

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 Company Tracking Number: MSVUL-2007
 TOI: L061 Individual Life - Variable Sub-TOI: L061.202 Joint (Last Survivor) - Flexible Premium
 Product Name: MSVUL-2007
 Project Name/Number: MSVUL-2007/MSVUL-2007

Related Objection 1

Applies To:

- Flexible Premium Survivorship Variable Life Insurance Policy (Form)

Comment:

Please refer to policy General Provisions under the Suicide provision. After the incontestable period expiration you may not restart upon reinstatement. Review Ark. Code Ann. 23-81-115(a)(2)(E).

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Flexible Premium Survivorship Variable Life Insurance Policy	MSVUL-2007		Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		0	AR MSVUL-2007 Revised 4-16-08.pdf
Previous Version							
Flexible Premium Survivorship Variable Life Insurance Policy	MSVUL-2007		Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		0	AR MSVUL-2007 Final 3-18-08.pdf
Flexible Premium Survivorship Variable Life Insurance Policy	MSVUL-2007		Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		0	

No Rate/Rule Schedule items changed.

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Premium
Product Name: MSVUL-2007
Project Name/Number: MSVUL-2007/MSVUL-2007

Sincerely,
Christopher McAuliffe, Joseph Cohen, Margaret Carvalho, Thomas Miele

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Product Name: MSVUL-2007
Project Name/Number: MSVUL-2007/MSVUL-2007

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 04/03/2008
Submitted Date 04/03/2008

Respond By Date

Dear Margaret Carvalho,

This will acknowledge receipt of the captioned filing.

Objection 1

- Flexible Premium Survivorship Variable Life Insurance Policy (Form)

Comment: The policy form MSVUL-2007 was not included in the attachments to Form Schedule.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

Response Letter

Response Letter Status Submitted to State
Response Letter Date 04/03/2008
Submitted Date 04/03/2008

Dear Linda Bird,

Comments:

Response 1

Comments: This is in response to your letter of today. Attached is policy form MSVUL-2007. Please accept my apologies.

Thank you for your continued attention to this filing.

Margaret Carvalho

Related Objection 1

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 TOI: L061 Individual Life - Variable Sub-TOI: L061.202 Joint (Last Survivor) - Flexible Premium
 Product Name: MSVUL-2007
 Project Name/Number: MSVUL-2007/MSVUL-2007

Applies To:

- Flexible Premium Survivorship Variable Life Insurance Policy (Form)

Comment:

The policy form MSVUL-2007 was not included in the attachments to Form Schedule.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
<i>Flexible Premium Survivorship Variable Life Insurance Policy</i>	<i>MSVUL-2007</i>		<i>Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider</i>	<i>Initial</i>		<i>0</i>	<i>AR MSVUL-2007 Final 3-18-08.pdf</i>
Previous Version							
<i>Flexible Premium Survivorship Variable Life Insurance Policy</i>	<i>MSVUL-2007</i>		<i>Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider</i>	<i>Initial</i>		<i>0</i>	

No Rate/Rule Schedule items changed.

Sincerely,
 Christopher McAuliffe, Joseph Cohen, Margaret Carvalho, Thomas Miele

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 Product Name: MSVUL-2007
 Project Name/Number: MSVUL-2007/MSVUL-2007

Form Schedule

Lead Form Number: MSVUL-2007

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	MSVUL-2007	Policy/Cont	Flexible Premium ract/Fratern Survivorship Variable al Life Insurance Policy Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	AR MSVUL-2007 Revised 4-16-08.pdf
	MSVUL-SIR-2007	Certificate	Supplemental Insurance Rider	Initial		0	MSVUL-SIR-2007.pdf
	MSVUL-LLPR-2007	Certificate	Loan Lapse Protection Rider	Initial		0	MSVUL-LLPR-2007.pdf
	MSVUL-PSOR-2007	Certificate	Policy Split Option Rider	Initial		0	MSVUL-PSOR-2007.pdf
	MSVUL-4YAIR-2007	Certificate	Four Year Additional Insurance Rider	Initial		0	MSVUL-4YAIR-2007.pdf

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Premium
Product Name: MSVUL-2007
Project Name/Number: MSVUL-2007/MSVUL-2007
Endorseme
nt or Rider

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

U.S. Headquarters Office:
One Sun Life Executive Park
Wellesley Hills, MA 02481
800-700-6554
Home Office:
Wilmington, Delaware

[Prime SVUL], a Flexible Premium Survivorship Variable Universal Life Insurance Policy

Insureds - [John Doe and Jane Doe]
Policy Number - [VL0000001]

We, Sun Life Assurance Company of Canada (U.S.), a member of the Sun Life Financial group of companies, agree, subject to the conditions and provisions of this Policy, to pay the Beneficiary such amounts as are due and payable upon receipt of Due Proof of the Surviving Insured's death. Until that time, We agree to provide You, as Owner, the other rights and benefits of this Policy. These rights and benefits are subject to the provisions on the pages which follow. This Policy is a legal contract between You and Us.

Signed at Wellesley Hills, Massachusetts, on the Issue Date.



[Robert C. Salipante, President]



[Michael S. Bloom, Secretary]

To the extent any benefit, payment, or value under this Policy (including the Account Value and the death benefit) is based on the investment experience of the Variable Account, such benefit, payment, or value may increase or decrease in accordance with the investment experience of the Variable Account and is not guaranteed as to fixed dollar amount.

Upon receipt of Due Proof, the Policy Proceeds are payable at the death of the Surviving Insured and while this Policy is in force.

This Policy does not participate in dividends.

Flexible Premiums are payable for this Policy.

RIGHT TO RETURN POLICY.

Please read this Policy carefully. If You are not satisfied with it, You may return it by delivering or mailing it to Us at One Sun Life Executive Park, Wellesley Hills, Massachusetts 02481, or to the sales representative through whom You purchased this Policy within 10 days from the date of receipt (the "Right to Return Policy Period"). This Policy will then be deemed void as though it had never been applied for.

You will receive a refund equal to the sum of (1) the difference between any Premium payments made, including fees and charges, and the amounts allocated to a Variable Sub-Account, (2) the value of the amounts allocated to a Variable Sub-Account on the date the cancellation request is received by the Company or the sales representative through whom You purchased this Policy, and (3) any fees or charges imposed on amounts allocated to a Variable Sub-Account.



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1. POLICY SPECIFICATIONS

Insureds	[John Doe] [Jane Doe]
Policy Number	[VL0000001]
Issue Age, Sex, Class	[John Doe 35, Male, Non Tobacco Preferred] [Jane Doe 35, Female, Non Tobacco Preferred]
Specified Face Amount	[\$250,000]
Minimum Specified Face Amount	[\$250,000]
Initial Premium (minimum amount required to begin coverage)	[\$66]
Death Benefit Compliance Test	[Guideline Premium]
Planned Periodic Premium	[\$746]
Billing Period	[Annual]
Issue Date	[March 1, 2008]
Policy Date	[March 1, 2008]
No-Lapse Guarantee Period	[240 months]
Minimum Monthly Premium (for the No-Lapse Guarantee)	[\$148]
Currency	United States Dollars
Owner	[John Doe]
Beneficiary changed	As stated in the Application unless subsequently
Death Benefit Option	[Option A: Specified Face Amount]

Note: The planned periodic Premium shown above may be insufficient to continue coverage. The period for which this Policy will remain in force depends on the amount and timing of Premiums paid, deductions for benefits and riders, changes in the Specified Face Amount and death benefit option, Sub-Account performance, Policy loans, Partial Withdrawals and fees.

1. POLICY SPECIFICATIONS (continued)

Premium Expense Charge	[25]%
Monthly Expense Charge	\$ [10.00] in all Policy Months plus [.09] per \$1000 of Specified Face Amount in Policy Months [1-120]
Mortality and Expense Risk Charge:	
Percentage for Policy Years [1-10]	[.60]% (annual rate) [.0500]% (monthly rate)
Percentage for Policy Year [11] and thereafter	[.25]% (annual rate) [.01]% (monthly rate)
Policy Loan Interest Rate	[4.00]% (annual rate) during Policy Years [1-10] [3.00]% (annual rate) in Policy Years [11] and after

1. POLICY SPECIFICATIONS (continued)

Supplemental Benefit Rider(s):

[Loan Lapse Protection Rider]

[Supplemental Insurance Rider]

Supplemental Insurance Amount (SIA)	[\$250,000]
Monthly Rider Expense Charge Rate	[.00003]
Rider No-Lapse Guarantee Period	[60 months]

[Policy Split Option Rider]

Monthly Rider Charge Rate	[.38]
---------------------------	-------

[Four Year Additional Insurance Rider]

Rider Expiration Date	[March 1, 2012]
Additional Death Benefit	[\$250,000]
Monthly Rider Cost of Insurance Rate	[.00083]

1. POLICY SPECIFICATIONS (continued)

Table of Death Benefit Percentages

Age	Applicable Percentage	Age	Applicable Percentage
[20	250%	60	130%
21	250%	61	128%
22	250%	62	126%
23	250%	63	124%
24	250%	64	122%
25	250%	65	120%
26	250%	66	119%
27	250%	67	118%
28	250%	68	117%
29	250%	69	116%
30	250%	70	115%
31	250%	71	113%
32	250%	72	111%
33	250%	73	109%
34	250%	74	107%
35	250%	75	105%
36	250%	76	105%
37	250%	77	105%
38	250%	78	105%
39	250%	79	105%
40	250%	80	105%
41	243%	81	105%
42	236%	82	105%
43	229%	83	105%
44	222%	84	105%
45	215%	85	105%
46	209%	86	105%
47	203%	87	105%
48	197%	88	105%
49	191%	89	105%
50	185%	90	105%
51	178%	91	104%
52	171%	92	103%
53	164%	93	102%
54	157%	94	101%
55	150%	95 and after	100%]
56	146%		
57	142%		
58	138%		
59	134%		

Death Benefit Percentages are based on the age of the younger Insured.

**2. TABLE OF GUARANTEED MAXIMUM MONTHLY COST OF INSURANCE
RATES PER \$1,000 OF NET AMOUNT AT RISK**

Policy Year	Male		Female	
	Nonsmoker	Smoker	Nonsmoker	Smoker
[1	0.09084	0.16669	0.07417	0.12752
2	0.09584	0.17586	0.07917	0.13752
3	0.10001	0.18587	0.08584	0.14919
4	0.10751	0.20004	0.08917	0.15669
5	0.11418	0.21421	0.09418	0.16669
6	0.12168	0.23089	0.10001	0.17670
7	0.13168	0.25256	0.10584	0.18837
8	0.14419	0.27758	0.11251	0.20254
9	0.15836	0.30759	0.12085	0.21921
10	0.17503	0.34345	0.13085	0.23839
11	0.19420	0.38098	0.14252	0.26090
12	0.21255	0.41601	0.15586	0.28592
13	0.23255	0.45521	0.17253	0.31760
14	0.24423	0.47689	0.19087	0.35679
15	0.25757	0.50192	0.21088	0.40099
16	0.27674	0.53779	0.23422	0.44937
17	0.29926	0.58034	0.26007	0.50192
18	0.33011	0.63874	0.28925	0.55948
19	0.36347	0.70466	0.32094	0.62038
20	0.40600	0.78729	0.35429	0.68714
21	0.45854	0.88078	0.39015	0.75724
22	0.51193	0.97595	0.43185	0.83236
23	0.56949	1.07699	0.47523	0.91250
24	0.61872	1.15634	0.52194	0.99015
25	0.67546	1.24822	0.56866	1.07616
26	0.74389	1.35935	0.61705	1.16552
27	0.82735	1.49724	0.66961	1.25825
28	0.92920	1.66360	0.72720	1.36269
29	1.04359	1.84841	0.78645	1.46715
30	1.16385	2.03748	0.85072	1.57748
31	1.29083	2.22410	0.92168	1.69788
32	1.41951	2.40410	1.00017	1.82583
33	1.54990	2.57913	1.08618	1.96971
34	1.69035	2.76345	1.18223	2.12785
35	1.83586	2.94615	1.28749	2.29944
36	2.01237	3.16750	1.40363	2.49119
37	2.20987	3.40992	1.53736	2.70982
38	2.46942	3.73977	1.68701	2.95118
39	2.74334	4.07151	1.84925	3.21111
40	3.03166	4.40683	2.02744	3.49635
41	3.34700	4.79707	2.22494	3.78343
42	3.69107	5.21287	2.44178	4.09671
43	4.09083	5.69390	2.68050	4.43374

Policy Year	Male		Female	
	Nonsmoker	Smoker	Nonsmoker	Smoker
44	4.55818	6.25049	2.94448	4.79707
45	5.09836	6.88457	3.22956	5.19013
46	5.68800	7.56260	3.54838	5.61384
47	6.36020	8.32286	3.98162	6.21084
48	7.06118	9.09107	4.47073	6.86007
49	7.81815	9.89784	4.95863	7.49323
50	8.65764	10.77656	5.49840	8.17462
51	9.59706	11.81206	6.10707	8.86201
52	10.64036	12.94801	6.65989	9.43570
53	11.78220	14.17221	7.49323	10.34679
54	13.00872	15.46210	8.36523	11.25783
55	14.30594	16.80008	9.29646	12.17563
56	15.66322	18.16837	10.15628	12.91894
57	16.94312	19.40523	10.59184	13.08056
58	18.28068	20.67027	11.44961	13.74126
59	19.69542	21.98111	12.72489	14.80774
60	21.19403	23.34419	14.33938	16.17152
61	22.77289	24.85705	16.33935	18.24094
62	24.22200	26.19622	18.24612	20.14012
63	25.77166	27.61193	20.21644	22.05510
64	27.43069	29.11098	20.55482	22.14738
65	29.20718	30.69938	21.68875	23.08506
66	31.11386	32.38239	23.49431	24.70128
67	32.63203	33.66029	25.42630	26.43322
68	34.25451	35.01097	27.58993	28.34637
69	35.98673	36.43322	29.95805	30.40644
70	37.83604	37.93389	32.57783	32.64981
71	39.78296	39.87487	35.42535	35.49326
72	41.86111	41.94705	38.36050	38.42340
73	44.07929	44.16014	41.38462	41.44337
74	46.44744	46.52136	44.44460	44.49915
75	48.97489	49.04367	47.65064	47.70095
76	51.67124	51.73391	50.95006	50.99608
77	54.55012	54.60665	54.14066	54.18326
78	57.62282	57.67409	57.25382	57.29201
79	60.90571	60.94980	60.10438	60.13810
80	64.41012	64.44883	64.14865	64.17791
81	68.15449	68.18682	67.93870	67.96341
82	72.15515	72.18101	71.89944	71.91859
83	76.43109	76.45137	76.27566	76.29014
84	81.00512	81.01778	80.34528	80.35500
85	83.33333	83.33333	83.33333	83.33333
86	83.33333	83.33333	83.33333	83.33333

BASIS OF VALUES:

Commissioners' 2001 Standard Ordinary Tables, Age Nearest Birthday, Smoker
and Nonsmoker, Male and Female Tables.

3. DEFINITIONS

Account Value: The sum of the amounts in the Sub-Accounts.

Anniversary: The same day in each succeeding year as the day of the year corresponding to the Policy Date shown in Section 1.

Application: Your Application for this Policy, a copy of which is attached hereto and incorporated herein.

Attained Age: An Insured's Issue Age plus the number of completed Policy Years.

Beneficiary: The person or entity entitled to receive the Policy Proceeds as they become due at the Surviving Insured's death.

Cash Surrender Value: The Account Value decreased by the balance of any outstanding Policy Debt.

Class: The risk and underwriting classification of an Insured, as specified in Section 1.

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

Due Proof: Such evidence as We may reasonably require in order to establish that Policy Proceeds or any other benefits are due and payable.

Effective Date of Coverage: Initially, the Investment Start Date; with respect to any increase in the Specified Face Amount, the Anniversary that falls on or next follows the date We approve the supplemental application for such increase; with respect to any decrease in the Specified Face Amount, the Monthly Anniversary Day that falls on or next follows the date We receive Your request.

Fixed Account: The portion of the Account Value funded by assets invested in the General Account.

Fund: A mutual fund in which a Variable Sub-Account invests.

General Account: The assets held by Us, other than those allocated to the Sub-Accounts of the Variable Account or any other separate account of the Company.

Initial Premium: The Premium amount specified as such in Section 1.

Insureds: The persons on whose lives this Policy is issued.

Investment Start Date: The date the first Premium is applied, which will be the later of the Issue Date, the Policy Date, or the Valuation Date We receive a Premium equal to or in excess of the Initial Premium.

Issue Age: Each Insured's age as of the their birthday nearest the Policy Date shown in Section 1.

Issue Date: The date We produce this Policy from Our systems. The Issue Date is specified in Section 1.

Minimum Monthly Premium: The Premium amount specified as such in Section 1.

Monthly Anniversary Day: The same day in each succeeding month as the day of the month corresponding to the Policy Date shown in Section 1.

Monthly Cost of Insurance: An amount deducted from the Account Value on a monthly basis for the insurance coverage provided by this Policy, as specified in Section 9.

Monthly Deductions: The total of the Monthly Cost of Insurance, Monthly Mortality and Expense Risk

Charge, and Monthly Expense charge.

Monthly Expense Charge: An amount deducted from the Account Value on a monthly basis for administration and other expenses, as specified in Section 1.

Monthly Mortality and Expense Risk Charge: The amount deducted from the Account Value in the Sub-Accounts for the mortality and expense risks borne by the Company, with the rate as specified in Section 1.

Net Premium: Any Premium less the Premium Expense Charge.

No-Lapse Guarantee Period: The period during which the Policy will not terminate without value as long as it satisfies the minimum premium test described in Section 9. The No-Lapse Guarantee Period begins on the Policy Date and extends for the period shown in Section 1.

Our Principal Office: Sun Life Assurance Company of Canada (U.S.), One Sun Life Executive Park, Wellesley Hills, Massachusetts, 02481, or such other address as We may hereafter specify to You by written notice.

Owner: The person, persons or entity entitled to the ownership rights stated in this Policy.

Partial Withdrawal: A withdrawal of a portion of the Account Value as described in Section 10.

Policy: This life insurance contract, including the Application, any supplemental applications, any riders, and any endorsements attached hereto.

Policy Date: The date specified as such in Section 1.

Policy Debt: The principal amount of any outstanding loan against this Policy, plus accrued but unpaid interest on such loan.

Policy Month: A one-month period commencing on the Policy Date or any Monthly Anniversary Day and ending on the next Monthly Anniversary Day.

Policy Proceeds: The amount determined in accordance with the terms of this Policy which is payable at the death of the Surviving Insured. This amount is the death benefit as described in Section 8, decreased by the amount of any outstanding Policy Debt and increased by any amounts payable under any supplemental benefits.

Policy Year: A one-year period commencing on the Policy Date or any Anniversary and ending on the next Anniversary.

Premium: An amount paid to Us by the Owner or on the Owner's behalf as consideration for the benefits provided by this Policy.

Premium Expense Charge: A charge deducted from each Premium to cover State and Federal tax obligations and for costs of issuance and administration.

Processing Date: The first Valuation Date on or next following a Monthly Anniversary Day.

Specified Face Amount: The amount of life insurance coverage, with the initial requested amount specified in Section 1.

Sub-Accounts: Sub-Accounts into which the assets of the Variable Account are divided, each of which corresponds to an investment choice available to You, and the Fixed Account.

Surviving Insured: The Insured who is living upon the death of the other Insured. If both Insureds die at the same time, then the Surviving Insured shall be the younger of the two Insureds.

Unit: A unit of measurement that We use to calculate the value of each Variable Sub-Account.

Unit Value: The value of each Unit of assets in a Variable Sub-Account.

Valuation Date: Any day on which the New York Stock Exchange, We, and the relevant Fund are open for business. A Valuation Date will also include any day that may be required by any applicable Securities and Exchange Commission rules and/or regulations.

Valuation Period: The period of time from one determination of Unit Values to the next, subsequent determination of Unit Values. We will determine Unit Values for each Valuation Date as of the close of the New York Stock Exchange on that Valuation Date.

Variable Account: Sun Life Assurance Company of Canada (U.S.) Variable Account I, a separate account of the Company consisting of assets set aside by the Company, the investment performance of which is kept separate from that of the General Account of the Company.

Variable Sub-Accounts: All Sub-Accounts except the Fixed Account.

We, Our, and Us: We, Our, and Us refer to Sun Life Assurance Company of Canada (U.S.).

You and Your: You and Your refer to the Owner of this Policy.

4. GENERAL PROVISIONS

Entire Contract

Your entire contract with Us consists of this Policy, the Application, any supplemental Applications, any riders and any endorsements attached hereto.

Alteration

Sales representatives do not have the authority either to alter or to modify this Policy or to waive any of its provisions. The only persons with this authority are Our president, actuary, secretary, or one of Our vice presidents.

Modification

Upon notice to You, We may modify this Policy if such modification (1) is necessary to make this Policy or the Variable Account comply with any law or regulation issued by a governmental agency to which the Company or the Variable Account is subject; or (2) is necessary to assure continued qualification of this Policy under the Internal Revenue Code or other federal or state laws as a life insurance policy; or (3) is necessary to reflect a change in the operation of the Variable Account or the Sub-Accounts; or (4) adds, deletes, or otherwise changes Sub-Accounts. We also reserve the right to modify certain provisions of this Policy as stated in those provisions. We may make an appropriate endorsement to this Policy to reflect any such modification.

Assignments

During the lifetime of the each Insured, You may assign all or some of Your rights under this Policy. All Assignments must be filed at Our Principal Office and must be in written form satisfactory to Us. The Assignment will then be effective as of the date You signed the form, subject to any action taken before We acknowledge receipt. We are not responsible for the validity or legal effect of any Assignment.

Nonparticipating

This Policy does not pay dividends.

Misstatement of Age or Sex (Non-Unisex Policy)

If the age or sex of either Insured is stated incorrectly, the amounts payable by Us will be adjusted as follows:

Misstatement discovered at death of the Surviving Insured: The death benefit will be recalculated to that which would be purchased by the most recently charged Monthly Cost of Insurance Rate for the correct age or sex of each Insured.

Misstatement discovered prior to death of the Surviving Insured: The Account Value will be recalculated from the Policy Date using the Monthly Cost of Insurance Rates based on the correct age or sex of each Insured.

Suicide

If the Surviving Insured, whether sane or insane, commits suicide within two years after the Issue Date of this Policy, We will not pay any part of the Policy Proceeds. We will refund the Premiums paid, less the amount of any Policy Debt and less the amount of any Partial Withdrawals.

If the Surviving Insured, whether sane or insane, commits suicide within two years after the effective date of an increase in the Specified Face Amount, then Our liability as to that increase will be the cost of insurance for that increase.

Incontestability

All statements made in the Application or in a supplemental application are representations and not warranties. We relied and will rely on these statements when approving the issuance, increase in Specified Face Amount, or reinstatement of this Policy. No statement can be used by Us in defense of a claim unless the statement was made in a written Application or supplemental Application. In the absence of fraud, after this Policy has been in force during the lifetime of both Insureds for a period of two years from its Issue Date, We cannot contest it except for non-payment of Premiums in accordance with the Insufficient Value provision of Section 9. However, any increase or change which is effective after the Issue Date will be incontestable only after such increase or change has been in force during the lifetime of any Insured who provided evidence of insurability for the increase or change for two years from the Effective Date of Coverage of such increase or change. Further, any reinstatement will be incontestable after the reinstated Policy has been in force during the lifetime of any Insured who provided evidence of insurability for the reinstatement for two years from the effective date of reinstatement.

Report to Owner

We will send You a report at least once each Policy Year. The report will show the current Specified Face Amount, Account Value, Cash Surrender Value, and Death Benefit. It will show Premiums paid and deductions made since the last report. It will also show the balance of any outstanding Policy Debt. There is no charge for this report.

Illustrations

Upon request, we will provide You once each year, at no cost, an illustration of this Policy's projected future Account Value and Death Benefit. We may charge a nominal fee, not to exceed \$50, for additional illustrations requested after the first.

5. RIGHTS OF OWNERS AND BENEFICIARIES**Rights of Owner**

You have the sole and absolute power to exercise all rights and privileges under this Policy without the consent of any other person unless you provide otherwise by written notice. While either Insured is alive, you may change the Owner and Beneficiary by written notice. No change or revocation will take effect

unless we acknowledge receipt of the notice. Subject to our administrative rules, if such acknowledgment occurs, then (1) a change of Beneficiary will take effect on the date the notice is signed, and (2) a change or a revocation of Owner will take effect as of the date specified in the notice, or if no such date is specified, on the date the notice is signed. A change or revocation will take effect whether or not you or the either Insured is alive on the date we acknowledge receipt. A change or revocation will be subject to the rights of any assignee of record with us and subject to any payment made or other action taken by us before we acknowledge receipt.

When You transfer Your rights to a new Owner, You automatically revoke any prior contingent Owner designation.

Procedure

You do not need the consent of a Beneficiary or a contingent Owner in order to exercise any of Your rights. However, You must give Us written notice satisfactory to Us of the requested action. Your request will then, unless You specify otherwise, be effective as of the date You signed the form, subject to any action taken before We acknowledge receipt.

Rights of Beneficiary

The Beneficiary has no rights in this Policy until the death of the Surviving Insured. If the Beneficiary is alive at that time, the Beneficiary will be entitled to payment of the Policy Proceeds as they become due.

If there is no surviving Beneficiary upon the death of the Surviving Insured, the Surviving Insured's estate will be the Beneficiary.

6. THE VARIABLE ACCOUNT AND THE FIXED ACCOUNT

The assets of the Variable Account shall be kept separate from Our other assets. We have the right to transfer to the General Account any assets of the Variable Account which are in excess of the reserves and other Policy liabilities of the Variable Account. The income, gains and losses, realized or unrealized, from assets allocated to the Variable Account shall be credited to or charged against the Variable Account without regard to any other income, gains or losses. The portion of the assets of the Variable Account equal to the reserves and other Policy liabilities with respect to the Variable Account will not be chargeable with liabilities arising out of any other business the Company may conduct. Although the assets maintained in the Variable Account will not be charged with any liabilities arising out of any other business conducted by Us, all obligations arising under this Policy, including the agreement to make all benefit payments, are Our general corporate obligations.

At Our election, the Variable Account may be operated as a unit investment trust or a management company under the Investment Company Act of 1940. It may be registered under the Investment Company Act of 1940 or de-registered in the event registration is no longer required. In the event of any change in the operation of the Variable Account pursuant to this provision, We may make an appropriate endorsement to this Policy to reflect the change and take such other action as may be necessary and appropriate to effect the change.

Fixed Account

The Fixed Account represents the portion of the Account Value funded by assets invested in the General Account. The guaranteed effective annual interest rate applicable to the Fixed Account is 3%. Interest in excess of the guaranteed rate may be applied to the amount in the Fixed Account at such increased rates and in such manner as We may determine, based on Our expectations of future interest, mortality costs, persistency, expenses, and taxes. Interest credited will be computed on a compound interest basis.

Variable Sub-Accounts

The assets of the Variable Account are divided into Variable Sub-Accounts. Each Variable Sub-Account invests exclusively in a different investment Fund. Income, gains and losses, whether or not realized, from the assets of each Variable Sub-Account are credited or charged against that Variable Sub-Account

without regard to income, gains, or losses in other Variable Sub-Accounts of the Variable Account. All amounts allocated to the Variable Account will be used to purchase shares of one or more of the Funds, as You designate. Deductions and withdrawals from the Variable Sub-Accounts will, in effect, be made by redeeming the number of Fund shares at net Unit Value equal in total value to the amount to be deducted. The Variable Account will be fully invested in Fund shares at all times.

Addition, Deletion, or Substitution of Variable Sub-Accounts

We may decide to add Variable Sub-Accounts at any time. Also, shares of any or all of the Funds may not always be available for purchase by the Variable Sub-Accounts of the Variable Account, or We may decide that further investment in any such shares is no longer appropriate. In either event, shares of other registered open-end investment companies or unit investment trusts may be substituted both for Fund shares already purchased by the Variable Account and/or as the security to be purchased in the future, provided that, to the extent necessary, these substitutions have been approved by the Securities and Exchange Commission. The investment policies of the Variable Sub-Accounts will not be changed without the approval of the Insurance Commissioner of the State of Delaware. We also reserve the right to eliminate or combine existing Variable Sub-Accounts or to transfer assets between Variable Sub-Accounts.

Transfers Between Variable Sub-Accounts

Subject to Our rules as they may exist from time to time and to any limits that may be imposed by the Funds, You may, at any time after the Right to Return Policy Period, transfer to another Variable Sub-Account all or a portion of the Account Value allocated to a Variable Sub-Account. We will make transfers pursuant to an authorized request to Us. While We do not anticipate imposing any charges for transfers within the Variable Sub-Accounts, We reserve the right to impose such a charge, not to exceed \$15 per transfer, if more than 12 transfers occur in one Policy Year.

Transfers may be requested by indicating the transfer of either a specified dollar amount or a specified percentage of the Variable Sub-Account's value from which the transfer will be made. If You request a transfer based on a specified percentage of the Variable Sub-Account's value, that percentage will be converted into a request for the transfer of a specified dollar amount based on application of the specified percentage to the Variable Sub-Account's value at the time the request is received. We reserve the right to limit the number of Variable Sub-Accounts to which You may allocate Your Account Value to not more than 20 Variable Sub-Accounts.

Transfer privileges are subject to Our consent. We reserve the right to impose limitations on transfers, including, but not limited to:

1. the minimum amount that may be transferred;
2. the frequency of transfers; and
3. the minimum amount that may remain in a Variable Sub-Account following a transfer from that Variable Sub-Account.

Transfers To and From the Fixed Account

One transfer from the Fixed Account to the Variable Sub-Accounts is permitted in any Policy Year. We reserve the right to restrict the amount transferred to the Variable Sub-Accounts from the Fixed Account to the greater of 25% of that portion of the Account Value attributable to the Fixed Account as of the end of the previous Policy Year and \$5000.

We reserve the right to restrict amounts transferred to the Fixed Account from the Variable Sub-Accounts.

7. PREMIUMS

All Premium payments are payable to Us. The Initial Premium is due and payable as of the Issue Date of this Policy. Subsequent Premiums may be paid to Us subject to the limitations described below. All Premiums are to be paid to Us at Our Principal Office.

Premium

We reserve the right to limit the number of Premium payments We accept during a year. No Premium payment may be less than \$50 without Our consent, although We will accept any Premium payment if it is necessary to keep this Policy in force. We will not accept a Premium payment that causes the Death Benefit to increase by an amount that exceeds the Premium received unless we receive evidence of insurability for each Insured.

We will not accept Premium payments that would cause the Policy to fail to qualify as life insurance under applicable tax law. If a Premium payment is made in excess of these limits, We will accept only that portion of the Premium within those limits and will refund the remainder to You. We will also not accept any Premium payments made after the Anniversary on which the younger Insured is Attained Age 121.

Premium Expense Charge

The Premium Expense Charge will be determined by Us from time to time based on Our expectations of future expenses and taxes. However, the Premium Expense Charge is guaranteed to not be greater than the charge shown in Section 1.

Allocation of Net Premium

Except as otherwise provided herein, Net Premium will be allocated to the Sub-Accounts in accordance with the allocation percentages specified by You. Your initial allocation percentages are shown in the application. The minimum allocation for any Sub-Account to which You choose to allocate Account Value is 1% of Net Premium and percentages must be in whole numbers. If this Policy is in a grace period, the Net Premiums will first be applied to reduce any overdue Monthly Deductions.

You may change the allocation percentages at any time pursuant to an authorized request to Our Principal Office. An allocation change will be effective as of the date We receive the request for that change.

Planned Periodic Premiums

While You are not required to make subsequent Premium payments according to a fixed schedule, You may select a planned periodic Premium schedule and corresponding billing period, subject to Our limits. We will send You reminder notices for the planned periodic Premium at each billing period as specified in Section 1 unless reminder notices have been suspended as described below. However, You are not required to pay the planned periodic Premium; You may increase or decrease the planned periodic Premium subject to Our limits, and You may skip a planned payment or make unscheduled payments. You may change Your planned payment schedule or the billing period, subject to Our approval. The planned periodic Premium may not be sufficient to keep this Policy in force, and You may need to change Your planned payment schedule or make additional payments in order to prevent termination of this Policy. We will suspend reminder notices at Your written request, and We reserve the right to suspend reminder notices if Premiums are not being paid (except for notices in connection with the grace period). We will notify You prior to suspending reminder notices.

8. DEATH BENEFIT

Death Benefit Compliance Test

The Death Benefit compliance test is specified in Section 1. This test may not be changed to another test while this Policy is in force.

Death Benefit and Death Benefit Option

The death benefit depends upon the death benefit option in effect at that time. The death benefit option in effect on the Issue Date is specified in Section 1. The three options are:

Option A - Specified Face Amount. The death benefit is the greater of:

1. the Specified Face Amount; or
2. the Account Value multiplied by the applicable death benefit percentage shown in Section 1.

Option B - Specified Face Amount plus Account Value. The death benefit is the greater of:

1. the Specified Face Amount plus the Account Value; or
2. the Account Value multiplied by the applicable death benefit percentage shown in Section 1.

Option C – Specified Face Amount plus sum of Premiums paid. The death benefit is the greater of:

1. the Specified Face Amount plus sum of Premiums paid; or
2. the Account Value multiplied by the applicable death benefit percentage shown in Section 1.

The death benefit will be determined based on the Specified Face Amount and the Account Value in effect on the date of death of the Surviving Insured. The sum of Premiums paid shall be the amount paid as of the date of death reduced by any prior partial withdrawals. The actual Policy Proceeds payable on the death of the Surviving Insured will be the death benefit described above, decreased by the amount of any outstanding Policy Debt and increased by any amounts payable under any supplemental benefits.

If not paid within 30 days of Our receipt of Due Proof, the Policy Proceeds will include 8% interest measured from the date of death to the date of payment.

Changes in Specified Face Amount

After the first Policy Year, You may increase the Specified Face Amount or decrease the Specified Face Amount. You must send Your request for a change to Our Principal Office in writing. The effective date for an increase in the Specified Face Amount is the Anniversary that falls on or next follows the date We approve the supplemental application for such increase. The effective date for a decrease in the Specified Face Amount is the Monthly Anniversary Day that falls on or next follows the date We receive Your request.

Decreases in Specified Face Amount

The Specified Face Amount may not decrease to less than the Minimum Specified Face Amount specified in Section 1. A decrease in the Specified Face Amount will be applied to the initial Specified Face Amount and to each subsequent increase in Specified Face Amount in the following order:

1. first, to the most recent increase;
2. second, to the next most recent increases, in reverse chronological order; and
3. finally, to the initial Specified Face Amount.

Increases in Specified Face Amount

An increase in the Specified Face Amount is subject to Our underwriting rules in effect at the time of the increase. We will require evidence of both Insured's insurability. We will not accept a request for an increase if the age of either Insured is greater than 80 at the next Anniversary following the request.

Changes in the Death Benefit Option

You may request a change in the death benefit option. Changes in the death benefit option are subject to Our underwriting rules in effect at the time of change. Requests for a change must be made in writing to Us. The effective date of the change will be the Anniversary on or next following the date We approve Your request.

If the death benefit option change is from option A to option B, the Specified Face Amount will be reduced by the Account Value. The Specified Face Amount after the reduction may not be less than the Minimum Specified Face Amount shown in Section 1. If the death benefit option change is from option B to option A, the Specified Face Amount will be increased by the Account Value. Death benefit option C can be changed only to Option A. Neither death benefit option A or B can be changed to option C. The amount of the death benefit at the time of change will not be altered, but the change in death benefit option will affect the determination of the death benefit from that point on.

9. ACCOUNT VALUE

Account Value

The Account Value is the sum of the amounts in each Sub-Account. The method for calculating the Account Value in the Sub-Accounts is described below.

Variable Account Value

We measure the amounts in the Variable Sub-Accounts in terms of Units and Unit Values. On any given date, the amount You have in a Variable Sub-Account is equal to the Unit Value multiplied by the number of Units credited to You in that Variable Sub-Account. Amounts allocated to a Variable Sub-Account will be used to purchase Units of that Variable Sub-Account. Units are redeemed when You make Partial Withdrawals, undertake Policy loans, transfer amounts from a Variable Sub-Account, and for the deductions of the Monthly Expense Charge, Monthly Mortality and Expense Risk Charge, fees, and the Monthly Costs of Insurance. The number of Units of each Variable Sub-Account purchased or redeemed is determined by dividing the dollar amount of the transaction by the Unit Value for the Variable Sub-Account. The Unit Value for each Variable Sub-Account is established at \$10.00 for the first Valuation Date of the Variable Sub-Account. The Unit Value for any subsequent Valuation Date is equal to the Unit Value for the preceding Valuation Date multiplied by the Net Investment Factor (determined as provided below). The Unit Value of a Variable Sub-Account for any Valuation Date is determined as of the close of the Valuation Period ending on that Valuation Date.

Transactions are processed on the date We receive a Premium at Our Principal Office or any acceptable request is received at Our Principal Office. If Your Premium or request is received on a date that is not a Valuation Date, or after the close of the New York Stock Exchange on a Valuation Date, the transaction will be processed on the next subsequent Valuation Date.

Splitting Units

We reserve the right to split or combine the value of Units. In effecting any such change, strict equity will be preserved and no change will have a material effect on the benefits or other provisions of the Policy.

Account Value in the Sub-Accounts

The Account Value attributable to each Sub-Account on the Investment Start Date equals:

1. that portion of Net Premium received and allocated to the Sub-Account, less
2. that portion of the Monthly Expense Charges due on the Policy Date and subsequent Monthly Anniversary Days through the Investment Start Date charged to the Sub-Account, less
3. that portion of the Monthly Cost of Insurance deductions due from the Policy Date through the Investment Start Date charged to the Sub-Account, less
4. that portion of the Mortality and Expense Risk Charge due from the Policy Date through the Investment Start Date charged to the Sub-Account.

The Account Value attributable to each Sub-Account on subsequent Valuation Dates is equal to:

1. the Account Value attributable to the Variable Sub-Account on the preceding Valuation Date, multiplied by that Sub-Account's Net Investment Factor, plus
2. the value of the Fixed Account on the preceding Valuation Date, accrued at interest, plus
3. that portion of Net Premium received and allocated to the Sub-Account during the current Valuation Period, plus
4. any amounts transferred by You to the Sub-Account from another Sub-Account during the current Valuation Period, less
5. any amounts transferred by You from the Sub-Account to another Sub-Account during the current Valuation Period, less
6. that portion of any Partial Withdrawals deducted from the Sub-Account during the current Valuation Period, plus

7. any amounts transferred among the Sub-Accounts for a Policy loan, less
8. if a Processing Date, that portion of the Monthly Deductions charged to the Sub-Account for the Policy Month.

Net Investment Factor

The Net Investment Factor for each Variable Sub-Account for any Valuation Period is the quotient of (1) divided by (2) where:

(1) is the net result of:

- a. the net asset value of a Fund share held in the Variable Sub-Account determined as of the end of the Valuation Period, plus
- b. the per share amount of any dividend or other distribution declared on Fund shares held in the Variable Sub-Account if the "ex-dividend" date occurs during the Valuation Period, plus or minus
- c. a per share credit or charge with respect to any taxes reserved for by Us, or paid by Us if not previously reserved for, during the Valuation Period which is determined by Us to be attributable to the operation of the Variable Sub-Account; and

(2) is the net asset value of a Fund share held in the Variable Sub-Account determined as of the end of the preceding Valuation Period.

Monthly Deductions

There will be no Monthly Deductions on and after the Anniversary on which the younger Insured is Attained Age 121.

Mortality and Expense Risk Charge

The Mortality and Expense Risk Charge is a percentage of the Account Value attributable to the Variable Sub-Accounts at the beginning of a Valuation Date including any Premium payments to be allocated to the Variable Sub-Accounts which are received on such Valuation Date. The percentage is shown in Section 1. The Charge is imposed monthly.

Monthly Expense Charge

The Monthly Expense Charge is shown in Section 1. The Monthly Expense Charge deduction will be charged proportionately to the amounts in the Variable Sub-Accounts and the amount in the Fixed Account in excess of the Policy Debt.

Monthly Cost of Insurance

We deduct a Monthly Cost of Insurance from the Account Value to cover the cost of providing insurance coverage.

The Monthly Cost of Insurance equals the sum of (1), (2), and (3) where:

- (1) is the cost of insurance equal to the Monthly Cost of Insurance rate (described below) multiplied by the net amount at risk divided by 1,000;
- (2) is the monthly rider cost (as described in the riders) for any riders which are a part of the Policy; and
- (3) is the Flat Extra specified in Section 1, if applicable, multiplied by the net amount at risk divided by 1,000.

The net amount at risk equals:

1. the death benefit divided by 1.00247; less
2. the Account Value on the Valuation Date prior to assessing the Monthly Expense Charge, the Monthly Mortality and Expense Risk Charge, and the Monthly Cost of Insurance deduction.

If there are increases in the Specified Face Amount other than increases caused by changes in the death benefit option, the cost of insurance deductions described above are determined separately for the initial Specified Face Amount and each increase in the Specified Face Amount. In calculating the net amount at risk, the Account Value will first be allocated to the initial Specified Face Amount and then to each increase in the Specified Face Amount in the order in which the increases were made.

Monthly Cost of Insurance Rates

The Monthly Cost of Insurance rates (except for any such rate applicable to an increase in the Specified Face Amount) are based on the length of time this Policy has been in force and each Insured's sex, Issue Age, Class, and table rating, if any. The Monthly Cost of Insurance rates will be determined by Us from time to time based on Our expectations of future experience with respect to mortality costs, persistency, interest rates, expenses, and taxes. However, the Monthly Cost of Insurance rates will not be greater than those shown in Section 2.

The Monthly Cost of Insurance rates applicable to each increase in the Specified Face Amount are based on the length of time the increase has been in force and each Insured's sex, Issue Age, Class, and table rating, if any. We may change the cost of insurance rates but never in excess of those shown in the Table of Guaranteed Maximum Cost of Insurance Rates. We will not attempt to recoup prior losses. Any increase to the Monthly Cost of Insurance rates will be based on our expectations of future experience or pricing factors which include, but are not limited to, mortality costs, persistency, interest rates, expenses and taxes.

Directed Deductions

You may designate one Variable Sub-Account for the deduction of the Mortality and Expense Risk Charge, the Monthly Expense Charge, and the Monthly Cost of Insurance. If You do not specify one Variable Sub-Account, then these charges will be allocated among the Sub-Accounts in proportion to the amounts in the Variable Sub-Accounts and to the Fixed Account in excess of the Policy Debt. If you designate one Variable Sub-Account and that Variable Sub-account becomes zero, then the proportional approach will be used for the balance of deductions.

Basis of Computation

The Cost of Insurance Rates are guaranteed to be no greater than those calculated as described in the Table of Guaranteed Maximum Cost of Insurance Rates in Section 2. We have filed a detailed statement of Our methods for computing Account Values with the insurance department in the jurisdiction where this Policy is delivered. These values are equal to or exceed the minimum required by law.

Insufficient Value

If, on a Processing Date, the Account Value less Policy Debt is equal to or less than zero, then this Policy will terminate for no value, subject to the Grace Period provision. During the No-Lapse Guarantee Period shown in Section 1, the Policy will not terminate by reason of insufficient value if the Policy satisfies the minimum premium test as described herein. The No-Lapse Guarantee Period begins on the Policy Date shown in Section 1.

Age 121 Continuation

If either Insured is alive on the Monthly Anniversary Day on which the Attained Age of such Insured is 121 and if this Policy is in force on that date, then this Policy will continue in force until the death of the Surviving Insured regardless of the amount of Account Value. The Death Benefit after that date will continue to be based on the Death Benefit and Death Benefit Option provision in Section 8. As of that date, no more Premiums will be accepted and Monthly Deductions will cease. Any Policy Debt will continue and interest on Policy loans will continue to be charged. The Account Value will remain invested in the sub-accounts chosen at that time.

Important Notice

The continuation of coverage past an Insured's Attained Age 100 may disqualify this Policy from treatment as "life insurance" as defined by the Internal Revenue Code. We recommend that you consult a tax professional.

Minimum Premium Test

The Policy satisfies the minimum premium test if the Premiums paid less any Partial Withdrawals and less any Policy Debt exceed the sum of the Minimum Monthly Premiums which applied to the Policy in each Policy Month from the Policy Date to the Valuation Date on which the test is applied.

The Minimum Monthly Premium applicable to the Policy is shown in Section 1. The Minimum Monthly Premium may be revised as a result of any of the following changes to the Policy:

1. a change in the Specified Face Amount; or
2. a change in supplemental benefits.

The revised Minimum Monthly Premium will be effective as of the effective date of the change to the Policy triggering the revision and will remain in effect until again revised by any of the above changes.

Grace Period

If, on a Valuation Date, this Policy will terminate by reason of insufficient value, We will allow a grace period. This Grace Period will allow 61 days from that Valuation Date for the payment of a Premium sufficient to keep this Policy in force. The Premium we request is equal to the past due charges plus an amount that we estimate will keep this Policy in force for two Policy Months following the date we receive the Premium payment. Notice of this amount will be mailed to Your last known address and the last known address of any assignee of record. We will assume that Your last known address is the address shown on the Application (or notice of Assignment), unless We receive notice of a change in address in a form satisfactory to Us. If the Premium due is not paid within 61 days after the beginning of the grace period, then this Policy and all rights to benefits will terminate without value at the end of the 61 day period. This Policy will continue to remain in force during the grace period.

If the Policy Proceeds become payable during the grace period, then any overdue Monthly Cost of Insurance, Monthly Mortality and Expense Risk Charge, and Monthly Expense Charge will be deducted from the amount We pay.

10. POLICY BENEFITS

Benefits at Death

The Policy Proceeds will be paid in one lump sum payment as they become due upon the death of the Surviving Insured, in accordance with Section 8. We will make payment when We receive Due Proof of that death.

Cash Surrender Value

You may surrender this Policy for its Cash Surrender Value at any time. The Cash Surrender Value is the Account Value decreased by the balance of any Policy Debt. We will determine the Cash Surrender Value at the end of the first Valuation Date after We receive Your written request for surrender.

Partial Withdrawal

You may make a Partial Withdrawal of the Cash Surrender Value of this Policy once each Policy Month after the first Policy Year by written request to Us. The amount of any Partial Withdrawal must be at least \$500.

If this Policy's death benefit option is option A or option C, the Specified Face Amount will be decreased by the amount of the Partial Withdrawal. The decrease in Specified Face Amount will be applied to the initial Specified Face Amount and to each increase in Specified Face Amount in the following order:

1. first, to the initial Specified Face Amount, subject to the minimum face amount of \$250,000;
2. second, to the next oldest increases, in chronological order; and
3. finally, to the most recent increase.

The Specified Face Amount remaining in force after the Partial Withdrawal must be no lower than the Minimum Specified Face Amount shown in Section 1. We will effect a Partial Withdrawal at the end of the first Valuation Date after We receive Your written request for withdrawal.

Allocation of Partial Withdrawal

You may allocate the Partial Withdrawal among the Sub-Accounts. If You do not specify the allocation, then the Partial Withdrawal will be allocated among the Sub-Accounts in proportion to the amounts in the Sub-Accounts in excess of the Policy Debt.

Policy Loan

You may request a Policy loan of up to 90% of this Policy's Account Value, decreased by the amount of any outstanding Policy Debt on the date the Policy loan is made. You may allocate the Policy loan among the Sub-Accounts. If You do not specify the allocation, then the Policy loan will be allocated among the Sub-Accounts in proportion to the amounts in the Variable Sub-Accounts and the Fixed Account in excess of the Policy Debt. Loan amounts allocated to the Variable Sub-Accounts will be transferred to the Fixed Account and will earn interest at the rate in effect for the Fixed Account.

Interest on the Policy Debt will accrue daily at the Policy loan interest rate specified in Section 1. This interest shall be due and payable to Us in arrears on each Policy Anniversary. Any unpaid interest will be added to the principal amount of the Policy loan. When the Policy Debt exceeds the Account Value, this Policy will terminate without value, in accordance with the Insufficient Value and Grace Period provisions of Section 9.

All funds We receive from You will be credited to this Policy as Premium unless We have received written notice, in a form satisfactory to Us, that the funds are for loan repayment. Loan repayments will first reduce the outstanding balance of the Policy loan and then accrued but unpaid interest on such loans. We will accept repayment of any Policy loan at any time.

Deferral of Payment

We will usually pay any amount due within seven days after the Valuation Date following Our receipt of written notice in a form satisfactory to Us giving rise to such payment or, in the case of death of the Surviving Insured, Due Proof of such death. Payment of any amount payable from the Variable Account on death, surrender, Partial Withdrawal, or Policy loan may be postponed whenever:

1. the New York Stock Exchange ("NYSE") is closed other than customary weekend and holiday closing, or trading on the NYSE is otherwise restricted;
2. the Securities and Exchange Commission, by order, permits postponement for the protection of Policy Owners; or
3. an emergency exists as determined by the Securities and Exchange Commission, as a result of which disposal of securities is not reasonably practicable, or it is not reasonably practicable to determine the value of the assets of the Variable Account.

We reserve the right to defer payment of any portion of the Cash Surrender Value, Policy loan, or Partial Withdrawal payable from the Fixed Account for a period not exceeding six months from the date We receive Your request.

Policy Exchange Option

You may exchange this Policy for two new single life Policies on the life of each Insured with evidence of insurability subject to the following conditions:

1. Either (a) or (b) must be met.
 - a. In the case of divorce, a final divorce decree issued by a court of competent jurisdiction in the United States on the Insureds' marriage must be in effect for at least six months, but not more

- b. than one year before the exchange date. Evidence of such decree must be received by us prior to the exchange date.
 - c. In the case of a change in the Federal Tax Law, the change in law must result in either (i) a reduction in the Unlimited Federal Estate Tax marital deduction; or (ii) a reduction in the maximum Federal Estate Tax bracket rate to a rate below 25%. You must request the exchange in writing within six months of the first enactment date of a qualifying change in Federal Tax Law.
2. Both Insureds must be living on the exchange date and the Policy must be in force.
 3. We must have evidence satisfactory to us of your insurable interest in the living Insureds as of the exchange date.
 4. We must receive written agreement to the exchange from any assignees and irrevocable Beneficiaries of the Policy.
 5. The initial premium due on each of the new Policies must be paid on or before the exchange date, in addition to a \$200 exchange processing fee.

The exchange date is the Policy Anniversary on or next following the date item 1 above is satisfied.

The Specified Face Amount of each new Policy will be up to one half of the Specified Face Amount of this Policy. The new Policies will be policies that we offer for this purpose on the exchange date. The Policy Date of the new policies will be the Policy Date of this Policy. The cost of insurance rates for each new policy will be based on the age, sex and class of each Insured on the Policy Date of this Policy. This Policy's Cash Surrender Value will be applied to each new Policy as of the exchange date in the same proportion as the Specified Face Amount applied to each new Policy. The addition of supplemental benefit riders to either or both of the new Policies will require our consent and evidence of insurability satisfactory to us.

Termination

This Policy terminates on the earlier of the date We receive Your request to surrender it for the Cash Surrender Value, the expiration date of the grace period without Our receipt of Premium due, or the date of death of the Surviving Insured.

Reinstatement

This Policy may be reinstated provided this Policy has not been surrendered for the Cash Surrender Value, and provided that:

1. You make Your reinstatement request within three years from this Policy's termination date;
2. You submit evidence satisfactory to Us of the insurability of any living Insured; and
3. You pay an amount sufficient to put this Policy in force.

An amount sufficient to put this Policy in force is not less than:

1. the Monthly Deductions which were overdue at the end of the grace period; plus
2. any excess of the Policy Debt over the Account Value at the end of the grace period; plus
3. three times the Monthly Cost of Insurance deductions applicable at the date of reinstatement; plus
4. three times the Monthly Expense Charge.

During the No-Lapse Guarantee Period shown in Section 1, an amount is sufficient to put this Policy in force if it meets the minimum premium test.

The Specified Face Amount of the reinstated Policy cannot exceed the Specified Face Amount at the time of termination. The Account Value on this Policy's reinstatement date will reflect:

1. the Account Value at the time of termination; plus
2. the Net Premium attributable to Premiums paid to reinstate this Policy; less
3. the Monthly Deductions which were overdue at the end of the grace period; less
4. any excess of the Policy Debt over the Account Value at the end of the grace period; less
5. the Monthly Expense Charge; less
6. the Monthly Mortality and Expense Risk Charge; less
7. the Monthly Cost of Insurance deduction applicable on the date of reinstatement.

The effective date of reinstatement will be the Monthly Anniversary Date that falls on or next follows the date We approve Your request.

Any Policy Debt at the time of termination must be repaid upon the reinstatement of this Policy or carried over to the reinstated Policy.

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

U.S. Headquarters Office:
One Sun Life Executive Park
Wellesley Hills, MA 02481
800-700-6554
Home Office:
Wilmington, Delaware

[Prime VUL], a **Flexible Premium Survivorship Variable Universal Life Insurance Policy**

To the extent any benefit, payment, or value under this Policy (including the Account Value and the death benefit) is based on the investment experience of the Variable Account, such benefit, payment, or value may increase or decrease in accordance with the investment experience of the Variable Account and is not guaranteed as to fixed dollar amount.

Upon receipt of Due Proof, the Policy Proceeds are payable at the death of the Surviving Insured and while this Policy is in force.

This Policy does not participate in dividends.

Flexible premiums are payable for this Policy.



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

SUPPLEMENTAL INSURANCE RIDER

This rider is part of the Policy to which it attaches and is effective as of the Policy Date, unless another date is specified in Section 1 of the Policy. It is part of, and subject to, the other terms and conditions of the Policy. If the terms of this rider and the Policy conflict, this rider's provisions will control.

Benefit

This rider, while in force, will increase the death benefit payable on the death of the Surviving Insured as described below. The Supplemental Insurance Amount (SIA) for each Policy Year is specified in Section 1 of the Policy. The Death Benefit Options described in Section 8 of the Policy are deleted and replaced by the following:

Option A – Specified Face Amount. The death benefit is the greater of:

1. the Specified Face Amount plus the SIA; or
2. the Account Value multiplied by the applicable death benefit percentage shown in Section 1.

Option B – Specified Face Amount plus Account Value. The death benefit is the greater of:

1. the Specified Face Amount plus the SIA plus the Account Value; or
2. the Account Value multiplied by the applicable death benefit percentage shown in Section 1.

Option C – Specified Face Amount plus sum of Premiums paid. The death benefit is the greater of:

1. the Specified Face Amount plus the SIA plus the sum of Premiums paid; or
2. the Account Value multiplied by the applicable death benefit percentage shown in Section 1.

If a Waiver of Monthly Deductions rider is also attached to the Policy and is in force, then the monthly rider cost for the SIA will be waived whenever the monthly deductions for the Policy are waived.

Monthly Rider Cost

The monthly rider cost is equal to a) plus b) plus c) where:

- a) is the monthly rider cost of insurance;
- b) is the monthly rider expense charge; and
- c) is the additional charge for the concurrent attachment of any Waiver of Monthly Deductions Rider.

The monthly rider cost of insurance charge equals the monthly rider cost of insurance rate multiplied by the SIA divided by 1000. The monthly rider cost of insurance rates will never exceed the guaranteed maximum monthly cost of insurance rates for the Policy as shown in Section 2 of the Policy. The monthly expense charge for the rider equals the monthly expense charge rate per 1000 multiplied by the SIA divided by 1000. The monthly expense charge rate per 1000 for this rider is shown in Section 1 of the Policy.

If the Waiver of Monthly Deductions rider is in force, the monthly rider cost for this rider will include an additional amount equal to the SIA as shown in Section 1 multiplied by the rate shown in the monthly rider cost section for the Waiver of Monthly Deductions rider.

Changes to the SIA

Changes to the SIA may be made once each Policy Year by written request to our Principal Office. Increases to the SIA require satisfactory evidence of insurability for both Insureds. The change will take effect on the Monthly Anniversary Day on or next following the date We approve the request.

No-Lapse Guarantee

During the Rider No-Lapse Guarantee Period shown in Section 1, this rider will not terminate if the Policy satisfies the minimum premium test as described in the Policy. The Rider No-Lapse Guarantee Period is shown in Section 1 and begins on the Policy Date unless another date is specified in Section 1 of the Policy. The Minimum Monthly Premium shown in Section 1 applies to the Policy and this rider.

Partial Withdrawal

If You may make a Partial Withdrawal while this rider is in effect and this Policy's death benefit option is A or C, then the amount of the Partial Withdrawal will decrease the SIA and Specified Face Amount. This decrease will be applied in the following order:

1. first, to the SIA;
2. second, to the initial Specified Face Amount, subject to the minimum face amount shown in Section 1 of the Policy;
3. third, to the next oldest increases in Specified Face Amount, in chronological order; and
4. finally, to the most recent increase in Specified Face Amount.

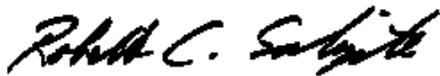
Incontestability

The Incontestability provision of the Policy applies to this rider. If the Surviving Insured, whether sane or insane, commits suicide within two years after the effective date of an increase in the SIA, then Our liability as to that increase will be the rider cost for that increase.

Termination

This rider will terminate at the earliest of the following dates:

- a. The scheduled termination of the SIA;
- b. The receipt of your written request for termination;
- c. The Cash Surrender Value is equal to or less than zero after the Rider No-Lapse Guarantee Period ends.
- d. The termination of the Policy;
- e. The Policy Anniversary on which the younger Insured is Attained Age 121.



[Robert C. Salipante], [President]

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

LOAN LAPSE PROTECTION RIDER

This rider is part of the Policy to which it attaches and is effective as of the Policy Date. It is part of, and subject to, the other terms and conditions of the Policy. If the terms of this rider and the Policy conflict, this rider's provisions will control.

Lapse Protection

This rider, when it operates as described below, prevents the Policy from terminating for Insufficient Value on and after the Rider Exercise Date.

Rider Exercise Date

The Rider Exercise Date is the Processing Date on or next following the earliest date by which all of the following have occurred:

1. the younger Insured is Attained Age 75 or older;
2. the Policy has been in force at least 15 Policy Years;
3. the outstanding Policy Debt is greater than the Specified Face Amount;
4. the outstanding Policy Debt equals or exceeds 96% of the Account Value;
5. not more than 30% of the Policy Debt has been a result of loan activity in the 36 months immediately preceding the Rider Exercise Date;
6. the sum of Withdrawals made equals the sum of Premiums paid; and
7. We have received your request to exercise this Rider.

On the Rider Exercise Date, the administrative charge described below will be deducted, the Policy changes described below will occur, and the Policy will never terminate for Insufficient Value.

Administrative Charge

On the Rider Exercise Date, a charge equal to the excess of 99.5% of the Account Value over the Policy Debt will be deducted from the Account Value.

Policy Changes on the Rider Exercise Date

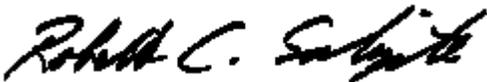
On the Rider Exercise Date, after deduction of the Administrative Charge:

1. The Account Value in the Variable Sub-Accounts will be irrevocably transferred to the Fixed Account;
2. The Death Benefit will be changed to equal 105% of the Account Value;
3. Monthly Deductions will cease;
4. No further Premium payments will be accepted;
5. Specified Face Amount increases and decreases will no longer be permitted; and
6. Supplemental benefit riders (other than the Accelerated Benefit Rider) attached to the Policy will terminate.

Termination

This rider will terminate on the earlier of:

1. The date the Policy is surrendered for its Cash Surrender Value; or
2. The date, prior to the Rider Exercise Date, that we receive a written request from you to terminate this Rider.



[Robert C. Salipante], [President]

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

POLICY SPLIT OPTION RIDER

This rider is part of the Policy to which it attaches and is effective as of the Policy Date. It is part of, and subject to, the other terms and conditions of the Policy. If the terms of this rider and the Policy conflict, this rider's provisions will control.

Benefit

Subject to the provisions of this rider, you may exchange the survivorship Policy for two new single life Policies on the life of each Insured without evidence of insurability.

Monthly Rider Charge

There is a charge for this rider that will be deducted monthly from the Account Value. This charge is equal to monthly rider charge rate shown in Section 1 of the Policy, multiplied by the sum of the Specified Face Amount and any Supplemental Insurance Amount.

Conditions for Exchange

The following conditions must be met to make an exchange the survivorship Policy for two new single life Policies on the life of each Insured:

1. Either (a) or (b) must be met.
 - (a) In the case of divorce, a final divorce decree issued by a court of competent jurisdiction in the United States on the Insureds' marriage must be in effect for at least six months, but not more than one year before the exchange date. Evidence of such decree must be received by us prior to the exchange date.
 - (b) In the case of a change in the Federal Tax Law, the change in law must result in either (i) a reduction in the Unlimited Federal Estate Tax marital deduction; or (ii) a reduction in the maximum Federal Estate Tax bracket rate to a rate below 25%. You must request the exchange in writing within six months of the first enactment date of a qualifying change in Federal Tax Law.
2. Both the Surviving Insured must be living on the exchange date and the Policy and this rider must be in force.
3. We must have evidence satisfactory to us of your insurable interest in both Insureds as of the exchange date.
4. We must receive written agreement to the exchange from any assignees and irrevocable Beneficiaries of the Policy.
5. The initial premium due on each of the new Policies must be paid on or before the exchange date, in addition to a \$200 exchange processing fee.

Exchange Date

The exchange date is the Policy Anniversary on or next following the date item 1 in Conditions for Exchange is satisfied.

The New Policies

The Specified Face Amount of each new Policy will be up to one half of the Specified Face Amount of the survivorship Policy. The new Policies will be that we offer for this purpose on the exchange date. The

Policy Date of the new Policies will be the Policy Date of the survivorship policy. The cost of insurance rates for each new policy will be based on the age, sex and class of each Insured on the Policy Date of the survivorship policy. The Cash Surrender Value of the survivorship Policy will be applied to each new Policy as of the exchange date in the same proportion as the Specified Face Amount applied to each new Policy.

Riders

The addition of supplemental benefit riders to either or both of the new Policies will require our consent and evidence of insurability satisfactory to us.

General

Except as modified by this rider, the Definitions and General Provisions sections of the Policy also apply to this rider.

Termination

This rider will terminate on the earliest of:

1. the exchange date;
2. the date the Policy terminates in accordance with the Grace Period provision of the Policy;
3. the date the Policy is surrendered for its Cash Surrender Value; or
4. the date we receive a written request from you to terminate this rider.



[Robert C. Salipante], [President]

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

FOUR YEAR ADDITIONAL INSURANCE RIDER

This rider is part of the Policy to which it attaches and is effective as of the Policy Date. It is part of, and subject to, the other terms and conditions of the Policy. If the terms of this rider and the Policy conflict, this rider's provisions will control.

Benefit

If the death of the Surviving Insured occurs while this rider is in force, We will pay the amount of added insurance provided by this rider (the additional death benefit). We will make payment when we receive Due Proof of the death of each Insured.

Additional Death Benefit

The additional death benefit is shown in Section 1 of this Policy and does not change while this rider is in force.

Suicide

If either Insured, whether sane or insane, commits suicide within two years after the effective date of this rider, the additional death benefit will not be payable.

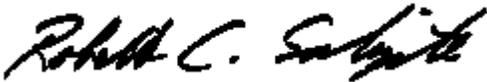
Monthly Rider Cost

There is a monthly cost for this rider that is part of the Monthly Deduction made under the Policy. The amount deducted each month is equal to the monthly rider cost of insurance rate shown in Section 1 of the Policy, multiplied by the Additional Death Benefit amount divided by 1,000. The rider monthly cost of insurance rate is based on the Issue Age, Class and sex of the younger Insured.

Termination

This rider will terminate on the earliest of:

1. the rider expiration date shown in Section 1 of the Policy;
2. the effective date of any decrease in the Policy's Specified Face Amount that results in a Specified Face Amount that is less than the Policy's initial Specified Face Amount;
3. the date the policy terminates; or
4. the date we receive a written request from you to terminate this rider.



[Robert C. Salipante], [President]

SERFF Tracking Number: SNLE-125489208 *State:* Arkansas
Filing Company: Sun Life Assurance Company of Canada (U.S.) *State Tracking Number:* 38472
Company Tracking Number: MSVUL-2007
TOI: L06I Individual Life - Variable *Sub-TOI:* L06I.202 Joint (Last Survivor) - Flexible
Premium
Product Name: MSVUL-2007
Project Name/Number: MSVUL-2007/MSVUL-2007

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: SNLE-125489208 State: Arkansas
Filing Company: Sun Life Assurance Company of Canada (U.S.) State Tracking Number: 38472
Company Tracking Number: MSVUL-2007
TOI: L061 Individual Life - Variable Sub-TOI: L061.202 Joint (Last Survivor) - Flexible Premium
Product Name: MSVUL-2007
Project Name/Number: MSVUL-2007/MSVUL-2007

Supporting Document Schedules

Satisfied -Name: Certification/Notice **Review Status:** 02/15/2008

Comments:

Attachments:

AR Cert - Reg .33.pdf
AR Cert - Reg .34.pdf
AR Cert Regulation 49.pdf
AR Cert Rule-Reg 19.pdf
AR Exhibit A _Revised_.pdf

Satisfied -Name: Application **Review Status:** 02/15/2008

Comments:

Attachment:

UND 14-652 M-Group Part I Generic.pdf

Satisfied -Name: Life & Annuity - Actuarial Memo **Review Status:** 02/15/2008

Comments:

Attachments:

Actuarial Memorandum MSVUL-2007 Final 3-18-08.pdf
Actuarial Memorandum MSVUL-SIR-2007 Final 3-18-08.pdf
Actuarial Memorandum MSVUL-4YAIR-2007 Final 3-18-08.pdf

Satisfied -Name: Statement of Variability **Review Status:** 03/19/2008

Comments:

Attachment:

MSVUL-2007 Statement of Variability.pdf

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

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

Form(s): MSVUL-2007 et al

I hereby certify that the guidelines of Regulation 33 (Articles, VI, VII, IX & XL) have been reviewed and that the above-captioned form(s) is/are in compliance with such guidelines.

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

Thomas Miele
Assistant Vice President
March 19, 2008

Date

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

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

Form(s): MSVUL-2007 et al

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Arkansas Regulation 34.

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.

Thomas Miele
Assistant Vice President
March 19, 2008

Date

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE with Regulation 49

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

Form(s): MSVUL-2007 et al

We wish to assure you that we are in compliance with Regulation 49 which requires that a Life and Health guaranty notice be given to each policyowner.

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.

Thomas Miele
Assistant Vice President
March 19, 2008

Date

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

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

Form(s): MSVUL-2007 et al

I hereby certify that the guidelines of Rule & Regulation 19 have been reviewed and that the above-captioned form(s) is/are in compliance with such guidelines.

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

Thomas Miele
Assistant Vice President

March 19, 2007
Date

EXHIBIT A (REVISED)
**CONSENT TO SUBMIT RATES
AND/OR COST BASIS FOR APPROVAL**
STATE OF ARKANSAS

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

Form(s): MSVUL-2007 et al.

The Company does hereby consent and agree:

- A) that all premium rates and/or cost bases both "maximum" and "current or projected," used in relation to the policy form number(s) indicated above must be filed with the Insurance Commissioner for the State of Arkansas ("commissioner") at least sixty (60) days prior to their proposed effective date. Such rates and/or cost bases shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost bases prior the expiration of sixty (60) days.

Or

- B) that where the policy is a flexible or indeterminate premium whole life policy which provides for frequent changes in interest rates based on financial market conditions, the company may file a range of rates it will stay within and will notify the Department at least sixty (60) days prior to any change in the range of rates. The company must also document the method used to calculate its premium and range of rates.



Thomas Miele
Assistant Vice President
December 17, 2007

Date

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

(Hereinafter referred to as "the Company")
One Sun Life Executive Park, Wellesley Hills, MA 02481



Part I of Application for Sun Prime Series Life Insurance

Section A: Insured First Insured

1a. Ms. ___ Mr. ___ Dr. ___ Miss ___ Mrs. ___		1b. Name (first, middle initial, last)		1c. Male ___ Female ___	1d. Birth Date (m/d/y)
1e. Birthplace (country/state)		1f. Social Security/Tax ID Number	1g. Home Phone Number		1h. Work Phone Number
1i. Address (street, city, state, zip code, country) (If mailing address differs, provide in Section K.)					
1j. Permanent U.S. Resident Yes ___ No ___	1k. Years in U.S.	1l. U.S. Citizen Yes ___ No ___	1m. If No: Valid Green Card or Visa Number		1n. Driver's License State of Issue
1o. Driver's License Number		1p. Occupation, Employer Name and Address			

Second Insured

2a. Ms. ___ Mr. ___ Dr. ___ Miss ___ Mrs. ___		2b. Name (first, middle initial, last)		2c. Male ___ Female ___	2d. Birth Date (m/d/y)
2e. Birthplace (country/state)		2f. Social Security/Tax ID Number	2g. Home Phone Number		2h. Work Phone Number
2i. Address (street, city, state, zip code, country) (If mailing address differs, provide in Section K.)					
2j. Permanent U.S. Resident Yes ___ No ___	2k. Years in U.S.	2l. U.S. Citizen Yes ___ No ___	2m. If No: Valid Green Card or Visa Number		2n. Driver's License State of Issue
2o. Driver's License Number		2p. Occupation, Employer Name and Address			

Section B: Owner

If the Owner is the same as the Insured, specify: First Insured ___ Second Insured ___ Both ___ and **ONLY complete question 1g- Email Address.** Specify: Company ___ Individual ___ Trust ___

1a. Owner Name			1b. Relationship to Insured		
1c. Social Security/Tax ID Number	1d. Birth/Trust Date (m/d/y)		1e. Permanent U.S. Resident: Yes ___ No ___	1f. U.S. Citizen: Yes ___ No ___	
1g. Email Address			1h. Phone Number		
1i. Name(s) Authorized Company Representative(s)/Trustee(s)				1j. State Trust Established	
1k. Address (street, city, state, zip code, country)					
1l. Contingent Owner: Name, Relationship to Insured					

Section C: Coverage

Universal Life (UL)

1a. [Sun Prime Protector Universal Life] ____ [_____]	2a. [Sun Prime Survivorship Universal Life] ____ [_____]
1b. Face Amount \$ _____	2b. Face Amount \$ _____
1c. Supplemental Benefits/Riders: __Accidental Death Benefit Rider (face amount) \$ _____ __Exchange of Insured Rider __Waiver of Monthly Deductions Rider __Charitable Giving Benefit Rider** __Payment of Stipulated Premium Amount Rider (stipulated amount) \$ _____ __Enhanced Surrender Value Rider __Supplemental Insurance Rider (face amount) \$ _____ [_____]	2c. Supplemental Benefits/Riders: __Estate Preservation Rider __Policy Split Option __Charitable Giving Benefit Rider** __Supplemental Insurance Rider (face amount) \$ _____ [_____]
1d. Death Benefit Options – Select One: __Option A – Face Amount (Level) __Option B – Face Amount plus Account Value [_____]	2d. Death Benefit Options – Select One: __Option A – Face Amount (Level) __Option B – Face Amount plus Account Value [_____]

Variable Universal Life (VUL)

3a. [Prime VUL] ____ [_____] 3b. Face Amount (excluding Supplemental Benefits) \$ _____ 3c. Supplemental Benefits/Riders: __Charitable Giving Benefit Rider** __Payment of Stipulated Premium Amount Rider (stipulated amount) \$ _____ __Waiver of Monthly Deductions Rider __Supplemental Insurance Rider (face amount) \$ _____ __Accelerated Benefits Rider __Enhanced Cash Surrender Value Rider __Long Term Accumulation Rider __Loan Lapse Protection Rider [_____] 3d. Death Benefit Options – Select One: __Option A – Face Amount (Level) __Option B – Face Amount plus Account Value [__Option C – Specified Face Amount plus Premiums] [_____]

****Charitable Giving Benefit Rider – Complete if selected above:**

4a. Name of Accredited Organization	4b. 501(c) Tax ID Number
4c. Address	4d. After you receive confirmation of the charitable organization, choose one: I/We will notify the charity of my/our intent __OR Permit the Company to notify the charity of my/our intent upon my/our death __

Section D: Premium Plan and Fund Information

Ensure the information matches the illustration.

1a. Planned Periodic Premium Amount
1b. Frequency __Annual __Semi-Annual __Monthly (pre-authorized checking) __List Bill (If existing list bill, provide number:_____)
1c. Will the premium for this policy be financed through single or multiple loan(s) from a private or public lender now or in the future? Yes____ No____ If yes, complete the Life Insurance Source of Premium Eligibility Questionnaire.
1d. Definition of Life Insurance Test to be Used __Guideline Premium Test __Cash Value Accumulation Test

Section E: Beneficiary

1a. Primary Name	1b. Relationship	1c. %
2a. Primary Name	2b. Relationship	2c. %
3a. Primary Name	3b. Relationship	3c. %
4a. Contingent Name	4b. Relationship	4c. %
5a. Contingent Name	5b. Relationship	5c. %

Note: Unless otherwise specified: The surviving beneficiaries within a class (primary or contingent) will share equally.

Section F: Payor

1. If payor is Insured or Owner check here____ and move to section G.
2. If payor is other than the Insured or Owner, indicate type __Company __Individual __Trust and complete questions 2a – 2d. __

2a. Name	2b. Social Security/Tax ID Number
2c. Mailing Address (street, city, state, zip code, country)	
2d. Name(s) of Authorized Representative(s) (only if a Company is the Payor) or Trustee(s) if a Trust is the Payor.	

Section G: Other Insurance/Replacement Information

1. Does the Applicant/Owner(s) have any existing individual life insurance policy or annuity contract, including those under a binding or conditional receipt or those within an unconditional refund period? ___ Yes ___ No

2. Will any existing life insurance policy or annuity contract be lapsed, forfeited, surrendered, partially surrendered, assigned, reduced in value or used as a source of premium for the coverage for which application is being made? ___ Yes ___ No

If the answer to No. 1 is "yes", provide the applicable state form(s). If the answer to No. 2 is "yes", provide the applicable state form(s) and provide the information requested in the following table.

Insurance Company	Insured or Annuitant	Policy or Contract Number

3. If a replacement is involved, is it intended as an IRC Section 1035 exchange? ___Yes ___No
If yes, provide the necessary forms.

4. For each Proposed Insured, provide details below for all insurance in-force and/or pending, on either a formal or an informal basis, with the Company and any other companies. Include those policies or applications owned personally or by a third party, including but not restricted to individuals(s), business, charity, life settlement or viatical company. **If none, Individual or First Insured initial here _____, Second Insured initial here _____.**

Proposed Insured	Insurance Company	Business/ Personal/ Settlement	Issue Year/Pending	Formal/ Informal	Total Face Amount	Policy Number
a.						
b.						
c.						
d.						
e.						

5. For each Proposed Insured, state the ultimate amount of life insurance coverage that will be in place on each life (excluding group life or corporate owned life insurance) with the issue of this policy and any other pending application with another company.
Individual or First Insured \$ _____ Second Insured \$ _____

6. Is the policy applied for through this application being purchased for the purpose of being assigned or sold to a third party or will it replace a policy whose ownership has been assigned or sold to a third party? ___Yes ___No
If yes, complete Part 2 of the Life Insurance Source of Premium Eligibility Questionnaire.

7. If a policy applied for through this application is issued by the Company, will the policy within the next three years be used for any purpose other than the purpose indicated in Section H (Finances/Plan Use) of this application? ___Yes ___No
If yes, provide details:

8. Has an Application for insurance on the life/lives of the Proposed Insured(s) been declined or offered on a basis other than applied? ___Yes ___No
If yes, provide details: _____

Section H: Finances/Plan Use

1. Total Household Income \$	2. Total Household Net Worth \$
------------------------------	---------------------------------

3. The coverage will be used primarily for:
 Income Replacement Split Dollar Business Continuity Supplemental Retirement Income
 Deferred Compensation Plan Estate Plan Key Person Charitable Gift Bonus Plan
 Premium Financing Other _____

VUL Suitability:

4. Has it been explained to you that the values and benefits provided by the coverage are based on the investment experience of a separate account and may increase or decrease depending upon the investment experience?..... Yes No
 5. Is the coverage, as applied for, in accordance with the insurance and financial objectives you have expressed? Yes No

Section I: Proposed Insured(s) Lifestyle Information

	Insured 1	Insured 2
1. Have you used tobacco, (cigarettes, cigars, chewing tobacco, etc.) or products containing nicotine (nicorette gum, nicotine patch, etc.) within the past 12 months?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you used tobacco or nicotine products in the past and stopped?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, date stopped: _____		
3. Do you plan to travel or reside outside of the U.S. and Canada in the next two years?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, submit the required Foreign Travel/Residence/Citizenship Questionnaire.		
4. Do you hold an active pilot's license?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Have you flown as a pilot or co-pilot in any type of aircraft, within the past two years?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, submit the required Aviation Questionnaire.		
6. Have you participated in scuba diving, parachuting, hang gliding, motorized racing or any hazardous sport? If yes, indicate the sport: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. While operating a motor vehicle, boat or aircraft, in the last five years, have you:		
a. Been charged with any moving violations?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Had an operator's license restricted, suspended or revoked?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
c. Been charged with operating under the influence of alcohol or drugs?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide details: _____		

Section J: Proposed Insured(s) Medical Contact Information

First Proposed Insured		Second Proposed Insured	
1a. Name, Phone Number and Address of Primary Physician/Health Care Provider		2a. Name, Phone Number and Address of Primary Physician/Health Care Provider	
1b. Reason for Last Visit	1c. Date (m/d/y)	2b. Reason for Last Visit	2c. Date (m/d/y)
1d. Name, Phone Number and Address of Medical Specialist Last Seen		2d. Name, Phone Number and Address of Medical Specialist Last Seen	
1e. Reason for Last Visit and Results	1f. Date (m/d/y)	2e. Reason for Last Visit	2f. Date (m/d/y)

If the application is being submitted on a non-medical basis, complete a separate Part II of Application for Life insurance.

Section K: Additional Information/Special Requests

Section L: Signature Section

Declarations

I/We understand and agree that:

1. The information provided in this Application (Part I and Part II Medical, if required) is the basis for and becomes part of the insurance contract issued as a result of this Application.
2. No broker/registered representative or medical examiner has the authority to make or modify the Company's guidelines, to decide whether anyone proposed for insurance is an acceptable risk or to waive any of the Company's rights or requirements.
3. In accepting coverage, I/we also accept any corrections and amendments made by the Company. No change in plan, amount, benefits, age at issue or classification can be made without my/our written consent. However, the Company may change non-guaranteed elements of the coverage at its sole discretion.
4. Except as provided in a Temporary Life Insurance Agreement having the same date as the Application, no insurance requested in this Application will be effective (a) until coverage is issued during the lifetime of the Proposed Insured(s); and (b) until the Company has received the first full premium due on any coverage that is not Variable Universal Life or the initial premium due on any Variable Universal Life coverage requested; and (c) **the statements made in this Application are still complete and true as of the date the coverage is delivered.**
5. Sales illustrations are used to assist in understanding how the coverage could perform over time, under a number of assumptions. I/we acknowledge that rates of return or credited interest rates assumed in sales illustrations are hypothetical only and are not estimates or guarantees. The actual performance of any such coverage, including account values, cash surrender values, death benefit and duration of coverage, will be different from what may be illustrated because the hypothetical assumptions used in an illustration may not be indicative of actual future performance. I/we also understand that any sales illustration used is not a contract and will not become part of any coverage issued by the Company.
6. In connection herewith, it is expressly acknowledged that the insurance, as applied for, is suitable for the insurance needs and financial objectives of the undersigned.

I/we declare that the statements and answers in this Application are complete and true to the best of my/our knowledge and believe that they are correctly recorded.

I/we understand that any person who knowingly and with intent to defraud any insurance company or other person files an Application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects that person to criminal and civil penalties.

For Variable Universal Life applications, I/we also hereby understand and agree that values and benefits provided by the life insurance coverage applied for are based on the investment experience of a separate account and are not guaranteed, such that:

- **The death benefit amount may increase or decrease to reflect the investment experience of the various sub-accounts.**
- **The duration of coverage may increase or decrease due to the investment experience of the variable sub-accounts.**
- **The account value and cash surrender value may increase or decrease to reflect the investment experience of the variable sub-accounts.**
- **With respect to the variable sub-accounts, there is no guaranteed minimum coverage value nor are any coverage values guaranteed as to dollar amount.**

The owner acknowledges receipt of a current prospectus from the Company for the variable universal life insurance.

I/we understand all the policy features, including the financial impact of the Supplemental Insurance Rider as it was explained to me by the Broker/Registered Representative listed below.

Customer Identification Notice: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who makes an application. This means we will ask you for your name, address, date of birth and other information that will allow us to identify you. We may ask to see your driver's license or other identifying documents.

I acknowledge receipt of the Customer Identification Notice. I understand that the identity information being provided by me is required by Federal law to be collected in order to verify my identity and I authorize its use for this purpose.

Authorization

I/we, hereby authorize any: (a) physician, health care provider, health plan, medical professional, hospital, clinic, laboratory, pharmacy or other medical or health care facility, that has provided payment, treatment or services to me or on my behalf; (b) insurance company; (c) state department of motor vehicles; (d) consumer reporting agency; or the Medical Information Bureau, Inc., to disclose or furnish to the Underwriting Department of the Company, their subsidiaries, affiliates, third party administrators and reinsurers, any and all non-health information relating to me.

I/we understand that the Company will use the information it obtains to: (a) underwrite my Application for coverage, (b) make eligibility, risk rating, coverage issuance and enrollment determinations; (c) obtain reinsurance; (d) administer claims and determine or fulfill responsibility for coverage and provision of benefits; (e) administer coverage; and/or (f) conduct other legally permissible activities that relate to any coverage I/we have or have applied for with the Company.

I/we hereby authorize the Company to disclose any information it obtains about me to the Medical Information Bureau, Inc., or any other life insurance company with which I/we do business. I/we understand that the Company will not disclose information it obtains about me except as authorized by this Authorization; as may be required or permitted by law; or as I/we may further authorize. I/we understand that if information is redisclosed as permitted by this Authorization, it may no longer be protected by applicable federal privacy law.

This Authorization shall apply to information relating to my dependents if they are to be insured under the life insurance coverage applied for.

I/we understand that: (a) this Authorization shall be valid for 24 months from the date I sign it; (b) I/we may revoke it at any time by providing written notice to the Underwriting Department of the Company at the address shown on page 1 of this form, subject to the rights of any person who acted in reliance on it prior to receiving notice of its revocation; and (c) my authorized representative and I/we are entitled to receive a copy of the Authorization upon request. A copy of this Authorization shall be as valid as the original.

Signature of Proposed Insured (not required if under age 15)	Signature of 2nd Proposed Insured (not required if under age 15)
Signature of Personal Representative of Proposed Insured	Signature of Personal Representative of Proposed Insured
Relationship to Proposed Insured	Relationship to Proposed Insured
Signature of Owner (if other than Proposed Insured)	Signature of Owner (if other than Proposed Insured)
Signature of Co-Owner	Signature of Co-Owner
Signature of Broker/Registered Representative	

Signed by Owner at:

City/State	Date (m/d/y)
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Section M: Broker's/Registered Representative's Report Page

- | | Life One | Life Two |
|--|----------------|----------------|
| 1. If the Application was taken on a non-medical basis, were answers from the Proposed Insured(s) obtained personally and in your presence? | ___ Yes ___ No | ___ Yes ___ No |
| 2. Does the Proposed Insured(s) appear to be in good health? | ___ Yes ___ No | ___ Yes ___ No |
| 3. Are you aware of anything about the lifestyle, habits or driving record of the Proposed Insured(s) that would have an adverse effect on insurability? | ___ Yes ___ No | ___ Yes ___ No |
| If yes, provide details: | | |
| 4. Do you have any knowledge as to whether a formal or informal application for life insurance on the Proposed Insured has been submitted to another insurer or reviewed by one or more reinsurance companies on a facultative basis? | ___ Yes ___ No | ___ Yes ___ No |
| If yes, provide details: _____ | | |
| 5. Previous address of Proposed Insured(s) if moved within the last two years: _____ | | |
| 6. Does the Applicant/Owner(s) have any existing individual life insurance policy or annuity contract, including those under a binding or conditional receipt or those within an unconditional refund period? ___ Yes ___ No | | |
| If "yes", provide the applicable state form(s). | | |
| 7. Will any existing life insurance policy or annuity contract be lapsed, forfeited, surrendered, partially surrendered, assigned, reduced in value or used as a source of premium for the coverage for which application is being made? ___ Yes ___ No | | |
| If "yes", provide details and applicable state form(s). | | |
| 8. Based on your reasonable inquiry about the Owner's financial situation, insurance objectives and needs, do you believe that the coverage as applied for is suitable for the insurance needs and anticipated financial objectives of the Owner? ___ Yes ___ No | | |
| 9. Proposed Insured's Marital Status: Life One _____ Life Two _____ | | |
| 10. Proposed Insured's Annual Household Income: Life One _____ Life Two _____ | | |

CERTIFICATION:

I, _____ certify:

Print Registered Representative's Name

1. (a) that the questions contained in this Application were asked of the Proposed Insured(s) and Owner and correctly recorded; (b) that this Application, report and any accompanying information are complete and true to the best of my knowledge and belief; (c) that I have given the Proposed Insured(s) the Privacy Information Notices including Medical Information Bureau, Inc. (MIB, Inc.), Fair Credit Reporting Act, and Consumer Report Notices; and (d) that the provisions of the Temporary Life Insurance Agreement, including limitations and exclusions, have been explained to the Owner.
2. For Variable Universal Life applications: (a) that I have reviewed with the Owner all the policy features and have given a current prospectus for the plan of insurance indicated in Section C of this Application, and (b) that information regarding the policy applied for and the Owner's financial situation, insurance objectives and needs has been submitted to my Broker/Dealer for suitability review.
3. That evidence as to the identities of the Owner(s) has been obtained and recorded.
4. That the source of funds for purchase of the insurance has been obtained and recorded.

Anti-Money Laundering Customer Identity Information

I have reviewed the Owner's identity document presented and recorded the following information from it:

Applicant's Name _____
 Address _____
 City _____ State _____ Date of Birth ____/____/____
 ID Document (Individual) _____
 (e.g., Driver's License)
 ID Document (Corporation or other non-natural person) _____
 (e.g., a government issued document showing the existence of the entity, e.g., a certificate of good standing or equivalent)
 ID Number _____ Expiration Date ____/____/____

Anti-Money Laundering Training

I have received relevant anti-money laundering training within the last 12 months, given by the Company, another insurance company or other financial institution, or offered through a national association (e.g., NAIFA, NAILBA) or competent third party (e.g., LIMRA). I also hereby acknowledge my obligations, including compliance with the Company's Anti-Money Laundering Program, as described in the Company's Market Conduct Guide for Individual Life and Annuity Producers.

Date (m/d/y)	State Insurance License Number	Signature(s) of Broker(s)/Registered Representative(s)
		X
		X
		X

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

ACTUARIAL MEMORANDUM - POLICY FORM MSVUL-2007
FLEXIBLE PREMIUM COMBINATION FIXED AND VARIABLE SURVIVORSHIP
UNIVERSAL LIFE INSURANCE POLICY

I. DESCRIPTION OF POLICY CHARACTERISTICS

A. Death Benefit

This policy offers three death benefit options. The amount of death benefit payable upon the death of the insured depends upon the option chosen:

1. Death Benefit Option A. The death benefit is the greater of the specified face amount, or the account value multiplied by the applicable death benefit percentage.
2. Death Benefit Option B. The death benefit is the greater of the specified face amount plus the account value, or the account value multiplied by the applicable death benefit percentage.
3. Death Benefit Option C. The death benefit is the greater of the specified face amount plus the sum of the gross premiums, or the account value multiplied by the applicable death benefit percentage.

The applicable death benefit percentage varies by the respective attained age, sex and smoking status of the lives insured and is the percentage that would qualify the policy as life insurance under Section 7702 of the Internal Revenue Code. The percentages are listed in the contract.

B. Account Value

Policy owners are able to allocate and transfer non-loaned account value among investment options consisting of sub-accounts of the variable account plus a fixed account option. Each sub-account corresponds to an investment choice described in the policy. Income, gains and losses, whether or not realized, from the assets of each sub-account are credited or charged against that sub-account without regard to income, gains or losses in other sub-accounts. Assets in the sub-account are valued on each day the New York Stock Exchange is open. Amounts in the fixed account option are credited interest at a rate guaranteed not be less than 3.00% annual effective rate.

The account value is the sum of the amounts in each sub-account of the variable account plus the amount in the fixed account. The account value is valued on each day that benefits vary and on which the New York Stock Exchange, the relevant fund, and we are open for business. The account value formula is described in the contract and shown in Exhibit I.

C. Cash Surrender Value

The cash surrender value is equal to the account value less any outstanding loans and accrued interest on such loans.

Because of the variable nature of the policy, there is no guaranteed interest crediting rate on account value allocated to the sub-accounts. However, it will be shown that if the net investment return credited to the policy at all times from the date of issue should be equal to an assumed investment rate with premiums and benefits determined accordingly under the terms of the policy, then the resulting cash surrender value will always exceed the minimum nonforfeiture amount as defined by the NAIC Universal Life Insurance Model Regulation.

D. Flexibility

At issue the owner selects both a premium amount and the amount of insurance subject to issue limitations. The policy may be designed to provide insurance protection and policy values during the lifetime of the lives insured. However, the policy will terminate when the cash surrender value is insufficient to pay the monthly deductions. For a period specified in the policy, the policy will not terminate due to insufficient values if it meets minimum premium requirements. Thus, if the actual premium paid is insufficient, the policy may lapse prior to the death of the last surviving insured.

At any time while the policy is in force, the owner may change the premiums. After the first policy year, while the policy is in force, the owner may change the amount of insurance and/or the death benefit option. Evidence of insurability may be required for any increase in amount of insurance and for changes from death benefit option A to death benefit option B. Decreases in the specified face amount may not result in a specified face amount of less than \$250,000. Evidence of insurability may also be required if a large unscheduled deposit is made that will increase the amount at risk. The specified face amount can be decreased by the owner. Decreases may not lower the amount of insurance below the minimum amount.

E. Minimum Premium Requirements

The policy specifies minimum monthly premiums applicable during the no-lapse guarantee period. The owner is not required to pay these minimum monthly premiums. The minimum monthly premiums are invoked if on a monthly anniversary day the cash surrender value is insufficient to cover the monthly deductions. The policy will not terminate if it meets the minimum premium test. The policy satisfies the minimum premium test if the premiums paid less any partial surrenders and less any policy loans and accrued interest on such loans exceed the sum of the minimum monthly premiums which applied in each policy month from the policy date to the date on which the test is applied.

The no-lapse guarantee period is specified in the policy. This period varies with the issue ages of the lives insured and is the earlier of 20 years or attained age 80 of the youngest insured, but not less than 5 year.

II. BASIS OF VALUES

A. Interest

Because of the variable nature of the policy, there is no guaranteed interest crediting rate on account value allocated to the sub-accounts. The account value in a sub-account varies from valuation date to valuation date based on the investment experience of that sub-account. This is reflected by multiplying the account value in the sub-account on the preceding valuation date by the net investment factor for the sub-account on the current valuation date. The net investment factor for a sub-account for any valuation date is the quotient of (1) divided by (2) where:

(1) is the net asset value of a fund share held in the sub-account determined as of the end of the valuation period, plus the per share amount of any dividend or other distribution declared on fund shares if the ex-dividend date occurs during the valuation period, plus or minus a per share credit or charge with respect to any taxes reserved for by the company or paid by the company if not previously reserved for, during the valuation period which are attributable to the operation of the sub-account, and

(2) is the net asset value of a fund share held in the sub-account determined as of the end of the preceding valuation period.

The guaranteed interest crediting rate for account value in the fixed account is 3.00% effective annual rate. The net investment factor may be greater or less than 1.00.

B. Expense Charges

An expense charge is deducted from each premium payment before the premium payment is applied to the account value. For the purpose of the expense charge calculation, each premium payment will be allocated to one or more of eleven different buckets depending on the year it was paid and whether it exceeded the bucket size. The bucket size is defined by the target premium. The current expense charge for each bucket is equal to the rate associated with each bucket times the amount of premium allocated into that bucket. The rate for each bucket is never to exceed 25%. The total expense charge is the sum of the charges for each bucket.

A monthly expense charge is deducted at the beginning of each policy month. The monthly expense charge is \$10.00 plus a face amount charge. The face amount charge applies for 10 years from the issue of the policy or of a face amount increase. The face amount charge is a rate times the face amount of the policy. The rate varies by the issue age and class of the youngest insured.

A monthly mortality and expense risk charge is deducted from the account value at the beginning of each policy month. The Mortality and Expense Risk Charge is a percentage of the Account Value attributable to the Variable Sub-Accounts at the beginning of a Valuation Date including any Premium payments to be allocated to the Variable Sub-Accounts which are received on that day. The Charge is imposed monthly and is deducted from the sub-accounts, including the fixed account, proportionally from the amounts in excess of the policy debt.

The mortality and expense risk charge rate is 0.36% in policy years 1 through 5 and 0.12% thereafter. The annual rates of 0.36% and 0.12% correspond to monthly rates of 0.03000% and 0.01000% respectively.

C. Cost of Insurance

The guaranteed maximum cost of insurance rates applied in the calculation of account value under this policy are based on the sex and smoker distinct 2001 CSO Mortality Table (ANB). If the policy is issued on a Unisex basis, the guaranteed maximum cost of insurance rates are the smoker distinct 2001 CSO Mortality Table B. Guarantees for substandard table rated policies will be modified accordingly. The company may use modified cost of insurance rates which produce a lower cost of insurance, thus producing higher account value than that generated by the guaranteed rates.

The Frasier method is used to calculate last to die mortality rates.

D. Basis of Values

The same basis of values applies regardless of whether or not premiums are currently being paid on the policy.

E. Assumptions for New Issues Relative to In Force Policies

The assumptions used to determine the current policy charges and current cost of insurance rates are, in my opinion, reasonable, self supporting and do not discriminate unfairly between new issues and in force policies.

COMPLIANCE WITH THE MINIMUS NONFORFEITURE LAW IN THE NAIC UNIVERSAL LIFE INSURANCE MODEL REGULATION.

For a Flexible Premium Adjustable Life policy the future pattern of cash surrender values from any point in time prior to the maturity date is unknown due to the following:

- ◇ flexibility of premium payments and death benefits,
- ◇ the varying investment return realized by each sub-account,
- ◇ the percent of premium charge which may be less than the maximum guaranteed,
- ◇ the interest rate credited on amounts in the fixed account may be more than the guaranteed rate,
- ◇ the mortality and expense risk charge may be less than the maximum guaranteed, and
- ◇ the future cost of insurance rates may be less than the maximum guaranteed.

Therefore, it is not possible to calculate cash surrender values using a prospective type formula as described in the Standard Nonforfeiture Law.

The Standard Nonforfeiture Law defines minimum cash values using a prospective formula. Although this is not consistent with the retrospective method used in calculating cash surrender values under this policy, the prospective formula can be mathematically converted to a retrospective formula, and is commonly expressed in a retrospective form. The method of calculating cash surrender values is consistent with the retrospective equivalent of the Standard Nonforfeiture Law cash value formula.

Demonstrating that the contract's cash surrender value always exceeds the minimum required amount is accomplished by showing that the policy's surrender charges are never greater than the Standard Nonforfeiture Law's unamortized unused initial expense allowance as described in the NAIC Universal Life Insurance Model Regulation, using the mortality and expense charges guaranteed in the policy and an hypothetical interest rate of 3.00%. The company also verified compliance under the interest rates of 4.00% and 5.00%.

If excess interest is realized or if lower than guaranteed charges and cost of insurance rates are deducted in the determination of cash surrender values, then the cash surrender values will be increased and greater future benefits will be provided.

Exhibit III shows, for our specimen sample ages that the surrender charges, which are 0, are always less than the unamortized unused initial expense allowance as described in the NAIC Universal Life Insurance Model Regulation, using the mortality guaranteed by the contract and a hypothetical net interest rate of 3%. The company has verified the surrender charges are less than the unamortized unused initial expense allowance for all issue ages and classes offered for sale. Therefore, the Flexible Premium Variable Universal Life Contract complies with the minimum cash surrender value requirement.



Isabelle Morin, FSA, MAAA, FCIA
Associate Product Officer
Sun Life Assurance Company of Canada (U.S.)
March 18, 2008

ACCOUNT VALUE FORMULAS

Monthly deductions occur at the beginning of each policy month. On any other date the account value reflects any premiums received on that date and the investment return of the investment options of the policy.

For any valuation date t, which contains the first day of a policy month:

$$AV_t = NP_t + \sum_f AV_{t-1} * {}_f NIF_t - q_t * NAR_t - MEC_t - MMEC_t - RC_t$$

Equation A

For any valuation date t, which does not contain the first day of a policy month:

$$AV_t = NP_t + \sum_f AV_{t-1} * {}_f NIF_t$$

Equation B

- AV_t is the account value at time t. The account value is calculated on each valuation date. The account value is the sum of the account value in each of the investment options (the fixed account and the variable sub-accounts), ${}_t AV_t$.
- CSV_t The cash surrender value is calculated as the account value less any policy loans and accrued interest on such loans.
- DB_t is the Death Benefit at time t.
- NP_t is the premium paid at time t net of the percent of premium charge guaranteed not to exceed 25% (i.e. the net premium is not less than 1-25% of the premium paid). The premium is allocated to each investment option f according to the owner's instructions, i.e. $NP_t = \sum_f NP_t$.
- MEC_t is the monthly expense charge deducted from the account value. The monthly expense charges are deducted pro rata over the various investment options.
- $MMEC_t$ is the monthly mortality and expense risk charge deducted from the account value. The monthly expense charges are deducted pro rata over the various investment options.
- NAR_t is the Net Amount at Risk at time t $NAR_t = \frac{DB_t}{1.00247} - \{NP_t + \sum_f ({}_f AV_{t-1} * {}_f NIF_t)\}$.
- ${}_f NIF_t$ is the net investment factor for investment option f at time t. This is the change in the account value due to the investment performance of that investment option. For the variable account the net investment factors may be greater or less than 1.00
- q_t is the cost of insurance rate at time t which includes the additional cost for policies with substandard risk extra charges. The cost of insurance charges are deducted pro rata over the various investment options.
- RC_t is the monthly cost of riders at time t. The cost of riders are deducted pro rata over the various investment options.

Net Investment Factor (NIF)

The net investment factors reflect the performance of the investment options. For the fixed account the net investment factor is equivalent to $1+i$, where i is the interest rate credited to amounts in the fixed account. The interest rate in the fixed account is guaranteed not to be less than 3.00%. For the sub-accounts of the variable account the net investment factors reflect the investment experience of the sub-accounts less the mortality and expense risk charge. For the sub-accounts the net investment factors may be greater or less than 1.00.

For a valuation period containing d days the net investment factor for sub-account f is given by:

$${}_f NIF_t = \frac{{}_f NAV_t}{{}_f NAV_{t-1}}$$

where ${}_f NAV_t$ represents the net asset value of sub-account f determined at time t , adjusted for the per share amount of any dividend or other distribution declared on Fund shares held in the Sub-Account if the ex-dividend date occurs during the Valuation Period, plus or minus a per share credit or charge with respect to any taxes reserved for by the Company, or paid by the Company if not previously reserved for, during the Valuation Period which are determined by the Company to be attributable to the operation of the Sub-Account.

**COMPARISON OF SURRENDER CHARGES AND
MAXIMUM UNAMORTIZED UNUSED INITIAL EXPENSE
ALLOWANCE PER 1000 FOR THE SPECIMEN POLICY**

Male 35 Preferred Non-Tobacco, Female 35 Preferred Non-Tobacco

Duration	Initial Expense Allowance	Initial Acquisition Expense Charges	Unused Initial Expense Allowance	Unamortized Unused Initial Expense Allowance	Actual Surrender Charge
1	20.01	0.57	19.45	19.45	0.00
2				18.37	0.00
3				17.29	0.00
4				16.21	0.00
5				15.13	0.00
6				14.05	0.00
7				12.97	0.00
8				11.89	0.00
9				10.81	0.00
10				9.73	0.00

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

ACTUARIAL MEMORANDUM - RIDER FORM MSVUL-SIR-2007
SUPPLEMENTAL INSURANCE RIDER

I. DESCRIPTION OF CHARACTERISTICS

This rider provides insurance payable upon the death of the Surviving Insured. The rider is attached to the base policy providing the same type of death benefit.

The Supplemental Insurance Rider provides for an increase in the death benefit of the policy. The increase provided by the rider can vary by policy according to the schedule of amounts shown in the specification pages of the policy. The rider can be used to increase the death benefit for a specified number of years or to schedule increases in the death benefit by policy year.

II. BASIS OF VALUES

The guaranteed maximum cost of insurance rates applicable to the rider are the same as the maximum cost of insurance rates of the policy to which it is attached. The company may use modified cost of insurance rates which produce a lower cost of insurance.

III. COMPARISON OF FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE CASH SURRENDER VALUE WITH MINIMUM NONFORFEITURE REQUIREMENTS.

The rider is attached to a policy that complies with nonforfeiture requirements. The addition of the rider does not affect the surrender charges of the policy. The face amount charges for the rider do not exceed the face amount charges of the policy to which it is attached. Therefore, the policy will continue to comply with nonforfeiture requirements with the addition of the rider.



Isabelle Morin, FSA, MAAA, FCIA
Associate Product Officer
Sun Life Assurance Company of Canada (U.S.)
March 18, 2008

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

ACTUARIAL MEMORANDUM - RIDER FORM MSVUL-4YAIR-2007
FOUR YEAR ADDITIONAL INSURANCE RIDER

I. DESCRIPTION OF CHARACTERISTICS

This rider provides insurance payable upon the death of the Surviving Insured if the death occurs in the first four years of the policy. The rider is attached to the base policy providing the same type of death benefit.

The Four Year Additional Insurance Rider provides for an increase in the death benefit of the policy. The increase provided by the rider can vary by policy according to the schedule of amounts shown in the specification pages of the policy. The rider is used to increase the death benefit for a period of four years from the policy issue date.

II. BASIS OF VALUES

The rider monthly cost of insurance rate is based on the Issue Age, Class and sex of the younger Insured. The amount deducted each month is equal to the monthly rider cost of insurance rate shown in the specification pages of the policy, multiplied by the Additional Death Benefit amount divided by 1,000. The monthly cost of insurance rate will not exceed the maximum cost of insurance rates of the policy to which it is attached.

III. COMPARISON OF FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE CASH SURRENDER VALUE WITH MINIMUM NONFORFEITURE REQUIREMENTS.

The rider is attached to a policy that complies with nonforfeiture requirements. The addition of the rider does not affect the surrender charges of the policy. There are no face amount charges for the rider. Therefore, the policy will continue to comply with nonforfeiture requirements with the addition of the rider.



Isabelle Morin, FSA, MAAA, FCIA
Associate Product Officer
Sun Life Assurance Company of Canada (U.S.)
March 18, 2008

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

STATEMENT OF VARIABILITY

Form Numbers

MSVUL-2007

Revision Date: March 18, 2008

This statement shows the particular sections and provisions in each of the above noted forms that contain bracketed items to indicate variability. The bracketed variable items are highlighted and followed by a text box with the corresponding range of variability and an explanation for each.

No change in variability will be made which in any way expands the scope of the item being changed.

Variable items listed herein that may be changed by the Company will only occur after an actuarial pricing evaluation due to a change in any of the following factors:

- Reserving Guidelines
- Required Capital Requirements
- Internal Capital Requirements
- Internal Profitability Targets
- Increase in the cost of hedging the benefit (due to stock market, interest rates, volatility)
- Change expectation of future policyholder behavior (lapsation patterns, mortality patterns)
- Commission Changes

No item identified as variable with a zero entry will be omitted from these forms.

No variability will result in offering more than one plan in the market at any one time.

The use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

1. POLICY SPECIFICATIONS

Insureds	[John Doe] [Jane Doe]
Policy Number	[VL0000001]
Issue Age, Sex, Class	[John Doe, 35, Male, Non Tobacco Preferred] [Jane Doe, 35 Female, Non Tobacco Preferred]
Specified Face Amount	[\$250,000]
Minimum Specified Face Amount	[\$250,000]
Initial Premium (minimum amount required to begin coverage)	[\$66]

The following applies to each of the above highlighted fields:
 Variable range = John & Jane Doe specimen information
 Explanation: variability due to policyholder specific information

Death Benefit Compliance Test	[Guideline Premium]
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Variable range = Guideline Premium or Cash Value Accumulation Test
 Explanation: variability due to policyholder selection

Planned Periodic Premium	[\$746]
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Variable range = John & Jane Doe specimen information
 Explanation: variability due to policyholder specific information

Billing Period	[Annual]
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Variable range = Annual, Semi-Annual or Quarterly
 Explanation: variability due to policyholder selection

Issue Date	[March 1, 2008]
Policy Date	[March 1, 2008]

Variable range = John & Jane Doe specimen information
 Explanation: variability due to policyholder specific information

No-Lapse Guarantee Period	[240 Months]
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Variable range = John & Jane Doe specimen information
 Explanation: variability due to policyholder specific information

Minimum Monthly Premium (for the No Lapse Guarantee)	[\$148]
--	---------

Variable range = John & Jane Doe specimen information
 Explanation: variability due to policyholder specific information

Currency	United States Dollars
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Owner	[John Doe]
-------	------------

Variable range = John & Jane Doe specimen information
 Explanation: variability due to policyholder specific information

Beneficiary	As stated in the Application unless subsequently changed
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Death Benefit Option	[Option A: Specified Face Amount]
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Variable range = Option A - Specified Face Amount, Option B - Specified Face Amount plus Account Value, Option C – Specified Face Amount plus sum of Premiums paid
 Explanation: variability due to policyholder selection

Note: The planned periodic Premium shown above may be insufficient to continue coverage. The period for which this Policy will remain in force depends on the amount and timing of Premiums paid, deductions for benefits and riders, changes in the Specified Face Amount and death benefit option, Sub-Account performance, Policy loans, Partial Withdrawals and fees.

1. POLICY SPECIFICATIONS (continued)

Premium expense charge [2-25%]

Variable range = John Doe specimen information
Explanation: variability due to policyholder specific information

Monthly Expense Charge \$[8.00-10.00] in all Policy Months plus \$[0.00-5.00] per \$1000 of Specified Face Amount in Policy Months [1-120]

Mortality and Expense Risk Charge:

Percentage for Policy Years [1-20] [0.0-0.6]% (annual rate)
[0.0-.12]% (monthly rate)

Percentage for Policy Year [2-21] and thereafter [0.0-0.6]% (annual rate)
[0.0-.12]% (monthly rate)

Policy Loan Interest Rate [3.0 - 5.0]% (annual rate) during Policy Years [1-10]
[3.0 - 5.0]% (annual rate) in Policy Years [2-11] and after

The following applies to each of the above highlighted fields:

Variable range = As shown in each of the above fields.

Explanation: Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.

1. POLICY SPECIFICATIONS (continued)

Supplemental Benefit Rider(s):

[Loan Lapse Protection Rider]

[Supplemental Insurance Rider]

Supplemental Insurance Amount (SIA)	[\$250,000]
Rider Expense Charge Rate	[\$0.00-3.00]
Rider No-Lapse Guarantee Period	[60 months]

[Policy Split Option Rider]

Monthly Rider Charge Rate	[.0.38]
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[Four Year Additional Insurance Rider]

Rider Expiration Date	[March 1, 2012]
Additional Death Benefit	[\$250,000]
Monthly Rider Cost of Insurance Rate	[.00083]

The following applies to each of the above highlighted fields if the such riders are elected:
Variable range = As shown in each of the above fields and John & Jane Doe specimen information
Explanation: variability due to policyholder specific information

1. POLICY SPECIFICATIONS (continued)

Table of Death Benefit Percentages

Age	Applicable Percentage	Age	Applicable Percentage
20	250%	60	130%
21	250%	61	128%
22	250%	62	126%
23	250%	63	124%
24	250%	64	122%
25	250%	65	120%
26	250%	66	119%
27	250%	67	118%
28	250%	68	117%
29	250%	69	116%
30	250%	70	115%
31	250%	71	113%
32	250%	72	111%
33	250%	73	109%
34	250%	74	107%
35	250%	75	105%
36	250%	76	105%
37	250%	77	105%
38	250%	78	105%
39	250%	79	105%
40	250%	80	105%
41	243%	81	105%
42	236%	82	105%
43	229%	83	105%
44	222%	84	105%
45	215%	85	105%
46	209%	86	105%
47	203%	87	105%
48	197%	88	105%
49	191%	89	105%
50	185%	90	105%
51	178%	91	104%
52	171%	92	103%
53	164%	93	102%
54	157%	94	101%
55	150%	95 and after	100%
56	146%		
57	142%		
58	138%		
59	134%		

Death Benefit Percentages are based on the age of the younger Insured.

The following applies to the above percentages:

Variable range = John & Jane Doe specimen information based on the Death Benefit Compliance Test elected

Explanation: variability is limited due to policyholder specific information only

**2. TABLE OF GUARANTEED MAXIMUM MONTHLY COST OF INSURANCE
RATES PER \$1,000 OF NET AMOUNT AT RISK**

Policy year	Male		Female	
	Non smoker	Smoker	Non smoker	Smoker
1	0.09084	0.16669	0.07417	0.12752
2	0.09584	0.17586	0.07917	0.13752
3	0.10001	0.18587	0.08584	0.14919
4	0.10751	0.20004	0.08917	0.15669
5	0.11418	0.21421	0.09418	0.16669
6	0.12168	0.23089	0.10001	0.17670
7	0.13168	0.25256	0.10584	0.18837
8	0.14419	0.27758	0.11251	0.20254
9	0.15836	0.30759	0.12085	0.21921
10	0.17503	0.34345	0.13085	0.23839
11	0.19420	0.38098	0.14252	0.26090
12	0.21255	0.41601	0.15586	0.28592
13	0.23255	0.45521	0.17253	0.31760
14	0.24423	0.47689	0.19087	0.35679
15	0.25757	0.50192	0.21088	0.40099
16	0.27674	0.53779	0.23422	0.44937
17	0.29926	0.58034	0.26007	0.50192
18	0.33011	0.63874	0.28925	0.55948
19	0.36347	0.70466	0.32094	0.62038
20	0.40600	0.78729	0.35429	0.68714
21	0.45854	0.88078	0.39015	0.75724
22	0.51193	0.97595	0.43185	0.83236
23	0.56949	1.07699	0.47523	0.91250
24	0.61872	1.15634	0.52194	0.99015
25	0.67546	1.24822	0.56866	1.07616
26	0.74389	1.35935	0.61705	1.16552
27	0.82735	1.49724	0.66961	1.25825
28	0.92920	1.66360	0.72720	1.36269
29	1.04359	1.84841	0.78645	1.46715
30	1.16385	2.03748	0.85072	1.57748
31	1.29083	2.22410	0.92168	1.69788
32	1.41951	2.40410	1.00017	1.82583
33	1.54990	2.57913	1.08618	1.96971
34	1.69035	2.76345	1.18223	2.12785
35	1.83586	2.94615	1.28749	2.29944
36	2.01237	3.16750	1.40363	2.49119
37	2.20987	3.40992	1.53736	2.70982
38	2.46942	3.73977	1.68701	2.95118
39	2.74334	4.07151	1.84925	3.21111
40	3.03166	4.40683	2.02744	3.49635
41	3.34700	4.79707	2.22494	3.78343
42	3.69107	5.21287	2.44178	4.09671
43	4.09083	5.69390	2.68050	4.43374
44	4.55818	6.25049	2.94448	4.79707

Policy year	Male		Female	
	Non smoker	Smoker	Non smoker	Smoker
45	5.09836	6.88457	3.22956	5.19013
46	5.68800	7.56260	3.54838	5.61384
47	6.36020	8.32286	3.98162	6.21084
48	7.06118	9.09107	4.47073	6.86007
49	7.81815	9.89784	4.95863	7.49323
50	8.65764	10.77656	5.49840	8.17462
51	9.59706	11.81206	6.10707	8.86201
52	10.64036	12.94801	6.65989	9.43570
53	11.78220	14.17221	7.49323	10.34679
54	13.00872	15.46210	8.36523	11.25783
55	14.30594	16.80008	9.29646	12.17563
56	15.66322	18.16837	10.15628	12.91894
57	16.94312	19.40523	10.59184	13.08056
58	18.28068	20.67027	11.44961	13.74126
59	19.69542	21.98111	12.72489	14.80774
60	21.19403	23.34419	14.33938	16.17152
61	22.77289	24.85705	16.33935	18.24094
62	24.22200	26.19622	18.24612	20.14012
63	25.77166	27.61193	20.21644	22.05510
64	27.43069	29.11098	20.55482	22.14738
65	29.20718	30.69938	21.68875	23.08506
66	31.11386	32.38239	23.49431	24.70128
67	32.63203	33.66029	25.42630	26.43322
68	34.25451	35.01097	27.58993	28.34637
69	35.98673	36.43322	29.95805	30.40644
70	37.83604	37.93389	32.57783	32.64981
71	39.78296	39.87487	35.42535	35.49326
72	41.86111	41.94705	38.36050	38.42340
73	44.07929	44.16014	41.38462	41.44337
74	46.44744	46.52136	44.44460	44.49915
75	48.97489	49.04367	47.65064	47.70095
76	51.67124	51.73391	50.95006	50.99608
77	54.55012	54.60665	54.14066	54.18326
78	57.62282	57.67409	57.25382	57.29201
79	60.90571	60.94980	60.10438	60.13810
80	64.41012	64.44883	64.14865	64.17791
81	68.15449	68.18682	67.93870	67.96341
82	72.15515	72.18101	71.89944	71.91859
83	76.43109	76.45137	76.27566	76.29014
84	81.00512	81.01778	80.34528	80.35500
85	83.33333	83.33333	83.33333	83.33333
86	83.33333	83.33333	83.33333	83.33333

BASIS OF VALUES:

Commissioners' 2001 Standard Ordinary Tables, Age Nearest Birthday, Smoker and Nonsmoker, Male and Female Tables.

The following applies to the above rates:

Explanation: the above rates represent all possible guaranteed rates under the base policy. What will show at issue is limited to policyholder specific information based on their age, sex and risk class.

SERFF Tracking Number: SNLE-125489208 State: Arkansas
 Filing Company: Sun Life Assurance Company of Canada (U.S.) State Tracking Number: 38472
 Company Tracking Number: MSVUL-2007
 TOI: L061 Individual Life - Variable Sub-TOI: L061.202 Joint (Last Survivor) - Flexible Premium
 Product Name: MSVUL-2007
 Project Name/Number: MSVUL-2007/MSVUL-2007

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Flexible Premium Survivorship Variable Life Insurance Policy	04/03/2008	AR MSVUL-2007 Final 3-18-08.pdf
No original date	Form	Flexible Premium Survivorship Variable Life Insurance Policy	03/19/2008	

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

U.S. Headquarters Office:
One Sun Life Executive Park
Wellesley Hills, MA 02481
800-700-6554
Home Office:
Wilmington, Delaware

[Prime SVUL], a Flexible Premium Survivorship Variable Universal Life Insurance Policy

Insureds - [John Doe and Jane Doe]
Policy Number - [VL0000001]

We, Sun Life Assurance Company of Canada (U.S.), a member of the Sun Life Financial group of companies, agree, subject to the conditions and provisions of this Policy, to pay the Beneficiary such amounts as are due and payable upon receipt of Due Proof of the Surviving Insured's death. Until that time, We agree to provide You, as Owner, the other rights and benefits of this Policy. These rights and benefits are subject to the provisions on the pages which follow. This Policy is a legal contract between You and Us.

Signed at Wellesley Hills, Massachusetts, on the Issue Date.



[Robert C. Salipante, President]



[Michael S. Bloom, Secretary]

To the extent any benefit, payment, or value under this Policy (including the Account Value and the death benefit) is based on the investment experience of the Variable Account, such benefit, payment, or value may increase or decrease in accordance with the investment experience of the Variable Account and is not guaranteed as to fixed dollar amount.

Upon receipt of Due Proof, the Policy Proceeds are payable at the death of the Surviving Insured and while this Policy is in force.

This Policy does not participate in dividends.

Flexible Premiums are payable for this Policy.

RIGHT TO RETURN POLICY.

Please read this Policy carefully. If You are not satisfied with it, You may return it by delivering or mailing it to Us at One Sun Life Executive Park, Wellesley Hills, Massachusetts 02481, or to the sales representative through whom You purchased this Policy within 10 days from the date of receipt (the "Right to Return Policy Period"). This Policy will then be deemed void as though it had never been applied for.

You will receive a refund equal to the sum of (1) the difference between any Premium payments made, including fees and charges, and the amounts allocated to a Variable Sub-Account, (2) the value of the amounts allocated to a Variable Sub-Account on the date the cancellation request is received by the Company or the sales representative through whom You purchased this Policy, and (3) any fees or charges imposed on amounts allocated to a Variable Sub-Account.



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1. POLICY SPECIFICATIONS

Insureds	[John Doe] [Jane Doe]
Policy Number	[VL0000001]
Issue Age, Sex, Class	[John Doe 35, Male, Non Tobacco Preferred] [Jane Doe 35, Female, Non Tobacco Preferred]
Specified Face Amount	[\$250,000]
Minimum Specified Face Amount	[\$250,000]
Initial Premium (minimum amount required to begin coverage)	[\$66]
Death Benefit Compliance Test	[Guideline Premium]
Planned Periodic Premium	[\$746]
Billing Period	[Annual]
Issue Date	[March 1, 2008]
Policy Date	[March 1, 2008]
No-Lapse Guarantee Period	[240 months]
Minimum Monthly Premium (for the No-Lapse Guarantee)	[\$148]
Currency	United States Dollars
Owner	[John Doe]
Beneficiary changed	As stated in the Application unless subsequently
Death Benefit Option	[Option A: Specified Face Amount]

Note: The planned periodic Premium shown above may be insufficient to continue coverage. The period for which this Policy will remain in force depends on the amount and timing of Premiums paid, deductions for benefits and riders, changes in the Specified Face Amount and death benefit option, Sub-Account performance, Policy loans, Partial Withdrawals and fees.

1. POLICY SPECIFICATIONS (continued)

Premium Expense Charge	[25]%
Monthly Expense Charge	\$ [10.00] in all Policy Months plus [.09] per \$1000 of Specified Face Amount in Policy Months [1-120]
Mortality and Expense Risk Charge:	
Percentage for Policy Years [1-10]	[.60]% (annual rate) [.0500]% (monthly rate)
Percentage for Policy Year [11] and thereafter	[.25]% (annual rate) [.01]% (monthly rate)
Policy Loan Interest Rate	[4.00]% (annual rate) during Policy Years [1-10] [3.00]% (annual rate) in Policy Years [11] and after

1. POLICY SPECIFICATIONS (continued)

Supplemental Benefit Rider(s):

[Loan Lapse Protection Rider]

[Supplemental Insurance Rider]

Supplemental Insurance Amount (SIA)	[\$250,000]
Monthly Rider Expense Charge Rate	[.00003]
Rider No-Lapse Guarantee Period	[60 months]

[Policy Split Option Rider]

Monthly Rider Charge Rate	[.38]
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[Four Year Additional Insurance Rider]

Rider Expiration Date	[March 1, 2012]
Additional Death Benefit	[\$250,000]
Monthly Rider Cost of Insurance Rate	[.00083]

1. POLICY SPECIFICATIONS (continued)

Table of Death Benefit Percentages

Age	Applicable Percentage	Age	Applicable Percentage
[20	250%	60	130%
21	250%	61	128%
22	250%	62	126%
23	250%	63	124%
24	250%	64	122%
25	250%	65	120%
26	250%	66	119%
27	250%	67	118%
28	250%	68	117%
29	250%	69	116%
30	250%	70	115%
31	250%	71	113%
32	250%	72	111%
33	250%	73	109%
34	250%	74	107%
35	250%	75	105%
36	250%	76	105%
37	250%	77	105%
38	250%	78	105%
39	250%	79	105%
40	250%	80	105%
41	243%	81	105%
42	236%	82	105%
43	229%	83	105%
44	222%	84	105%
45	215%	85	105%
46	209%	86	105%
47	203%	87	105%
48	197%	88	105%
49	191%	89	105%
50	185%	90	105%
51	178%	91	104%
52	171%	92	103%
53	164%	93	102%
54	157%	94	101%
55	150%	95 and after	100%]
56	146%		
57	142%		
58	138%		
59	134%		

Death Benefit Percentages are based on the age of the younger Insured.

**2. TABLE OF GUARANTEED MAXIMUM MONTHLY COST OF INSURANCE
RATES PER \$1,000 OF NET AMOUNT AT RISK**

Policy Year	Male		Female	
	Nonsmoker	Smoker	Nonsmoker	Smoker
[1	0.09084	0.16669	0.07417	0.12752
2	0.09584	0.17586	0.07917	0.13752
3	0.10001	0.18587	0.08584	0.14919
4	0.10751	0.20004	0.08917	0.15669
5	0.11418	0.21421	0.09418	0.16669
6	0.12168	0.23089	0.10001	0.17670
7	0.13168	0.25256	0.10584	0.18837
8	0.14419	0.27758	0.11251	0.20254
9	0.15836	0.30759	0.12085	0.21921
10	0.17503	0.34345	0.13085	0.23839
11	0.19420	0.38098	0.14252	0.26090
12	0.21255	0.41601	0.15586	0.28592
13	0.23255	0.45521	0.17253	0.31760
14	0.24423	0.47689	0.19087	0.35679
15	0.25757	0.50192	0.21088	0.40099
16	0.27674	0.53779	0.23422	0.44937
17	0.29926	0.58034	0.26007	0.50192
18	0.33011	0.63874	0.28925	0.55948
19	0.36347	0.70466	0.32094	0.62038
20	0.40600	0.78729	0.35429	0.68714
21	0.45854	0.88078	0.39015	0.75724
22	0.51193	0.97595	0.43185	0.83236
23	0.56949	1.07699	0.47523	0.91250
24	0.61872	1.15634	0.52194	0.99015
25	0.67546	1.24822	0.56866	1.07616
26	0.74389	1.35935	0.61705	1.16552
27	0.82735	1.49724	0.66961	1.25825
28	0.92920	1.66360	0.72720	1.36269
29	1.04359	1.84841	0.78645	1.46715
30	1.16385	2.03748	0.85072	1.57748
31	1.29083	2.22410	0.92168	1.69788
32	1.41951	2.40410	1.00017	1.82583
33	1.54990	2.57913	1.08618	1.96971
34	1.69035	2.76345	1.18223	2.12785
35	1.83586	2.94615	1.28749	2.29944
36	2.01237	3.16750	1.40363	2.49119
37	2.20987	3.40992	1.53736	2.70982
38	2.46942	3.73977	1.68701	2.95118
39	2.74334	4.07151	1.84925	3.21111
40	3.03166	4.40683	2.02744	3.49635
41	3.34700	4.79707	2.22494	3.78343
42	3.69107	5.21287	2.44178	4.09671
43	4.09083	5.69390	2.68050	4.43374

Policy Year	Male		Female	
	Nonsmoker	Smoker	Nonsmoker	Smoker
44	4.55818	6.25049	2.94448	4.79707
45	5.09836	6.88457	3.22956	5.19013
46	5.68800	7.56260	3.54838	5.61384
47	6.36020	8.32286	3.98162	6.21084
48	7.06118	9.09107	4.47073	6.86007
49	7.81815	9.89784	4.95863	7.49323
50	8.65764	10.77656	5.49840	8.17462
51	9.59706	11.81206	6.10707	8.86201
52	10.64036	12.94801	6.65989	9.43570
53	11.78220	14.17221	7.49323	10.34679
54	13.00872	15.46210	8.36523	11.25783
55	14.30594	16.80008	9.29646	12.17563
56	15.66322	18.16837	10.15628	12.91894
57	16.94312	19.40523	10.59184	13.08056
58	18.28068	20.67027	11.44961	13.74126
59	19.69542	21.98111	12.72489	14.80774
60	21.19403	23.34419	14.33938	16.17152
61	22.77289	24.85705	16.33935	18.24094
62	24.22200	26.19622	18.24612	20.14012
63	25.77166	27.61193	20.21644	22.05510
64	27.43069	29.11098	20.55482	22.14738
65	29.20718	30.69938	21.68875	23.08506
66	31.11386	32.38239	23.49431	24.70128
67	32.63203	33.66029	25.42630	26.43322
68	34.25451	35.01097	27.58993	28.34637
69	35.98673	36.43322	29.95805	30.40644
70	37.83604	37.93389	32.57783	32.64981
71	39.78296	39.87487	35.42535	35.49326
72	41.86111	41.94705	38.36050	38.42340
73	44.07929	44.16014	41.38462	41.44337
74	46.44744	46.52136	44.44460	44.49915
75	48.97489	49.04367	47.65064	47.70095
76	51.67124	51.73391	50.95006	50.99608
77	54.55012	54.60665	54.14066	54.18326
78	57.62282	57.67409	57.25382	57.29201
79	60.90571	60.94980	60.10438	60.13810
80	64.41012	64.44883	64.14865	64.17791
81	68.15449	68.18682	67.93870	67.96341
82	72.15515	72.18101	71.89944	71.91859
83	76.43109	76.45137	76.27566	76.29014
84	81.00512	81.01778	80.34528	80.35500
85	83.33333	83.33333	83.33333	83.33333
86	83.33333	83.33333	83.33333	83.33333

BASIS OF VALUES:

Commissioners' 2001 Standard Ordinary Tables, Age Nearest Birthday, Smoker and Nonsmoker, Male and Female Tables.

3. DEFINITIONS

Account Value: The sum of the amounts in the Sub-Accounts.

Anniversary: The same day in each succeeding year as the day of the year corresponding to the Policy Date shown in Section 1.

Application: Your Application for this Policy, a copy of which is attached hereto and incorporated herein.

Attained Age: An Insured's Issue Age plus the number of completed Policy Years.

Beneficiary: The person or entity entitled to receive the Policy Proceeds as they become due at the Surviving Insured's death.

Cash Surrender Value: The Account Value decreased by the balance of any outstanding Policy Debt.

Class: The risk and underwriting classification of an Insured, as specified in Section 1.

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

Due Proof: Such evidence as We may reasonably require in order to establish that Policy Proceeds or any other benefits are due and payable.

Effective Date of Coverage: Initially, the Investment Start Date; with respect to any increase in the Specified Face Amount, the Anniversary that falls on or next follows the date We approve the supplemental application for such increase; with respect to any decrease in the Specified Face Amount, the Monthly Anniversary Day that falls on or next follows the date We receive Your request.

Fixed Account: The portion of the Account Value funded by assets invested in the General Account.

Fund: A mutual fund in which a Variable Sub-Account invests.

General Account: The assets held by Us, other than those allocated to the Sub-Accounts of the Variable Account or any other separate account of the Company.

Initial Premium: The Premium amount specified as such in Section 1.

Insureds: The persons on whose lives this Policy is issued.

Investment Start Date: The date the first Premium is applied, which will be the later of the Issue Date, the Policy Date, or the Valuation Date We receive a Premium equal to or in excess of the Initial Premium.

Issue Age: Each Insured's age as of the their birthday nearest the Policy Date shown in Section 1.

Issue Date: The date We produce this Policy from Our systems. The Issue Date is specified in Section 1.

Minimum Monthly Premium: The Premium amount specified as such in Section 1.

Monthly Anniversary Day: The same day in each succeeding month as the day of the month corresponding to the Policy Date shown in Section 1.

Monthly Cost of Insurance: An amount deducted from the Account Value on a monthly basis for the insurance coverage provided by this Policy, as specified in Section 9.

Monthly Deductions: The total of the Monthly Cost of Insurance, Monthly Mortality and Expense Risk

Charge, and Monthly Expense charge.

Monthly Expense Charge: An amount deducted from the Account Value on a monthly basis for administration and other expenses, as specified in Section 1.

Monthly Mortality and Expense Risk Charge: The amount deducted from the Account Value in the Sub-Accounts for the mortality and expense risks borne by the Company, with the rate as specified in Section 1.

Net Premium: Any Premium less the Premium Expense Charge.

No-Lapse Guarantee Period: The period during which the Policy will not terminate without value as long as it satisfies the minimum premium test described in Section 9. The No-Lapse Guarantee Period begins on the Policy Date and extends for the period shown in Section 1.

Our Principal Office: Sun Life Assurance Company of Canada (U.S.), One Sun Life Executive Park, Wellesley Hills, Massachusetts, 02481, or such other address as We may hereafter specify to You by written notice.

Owner: The person, persons or entity entitled to the ownership rights stated in this Policy.

Partial Withdrawal: A withdrawal of a portion of the Account Value as described in Section 10.

Policy: This life insurance contract, including the Application, any supplemental applications, any riders, and any endorsements attached hereto.

Policy Date: The date specified as such in Section 1.

Policy Debt: The principal amount of any outstanding loan against this Policy, plus accrued but unpaid interest on such loan.

Policy Month: A one-month period commencing on the Policy Date or any Monthly Anniversary Day and ending on the next Monthly Anniversary Day.

Policy Proceeds: The amount determined in accordance with the terms of this Policy which is payable at the death of the Surviving Insured. This amount is the death benefit as described in Section 8, decreased by the amount of any outstanding Policy Debt and increased by any amounts payable under any supplemental benefits.

Policy Year: A one-year period commencing on the Policy Date or any Anniversary and ending on the next Anniversary.

Premium: An amount paid to Us by the Owner or on the Owner's behalf as consideration for the benefits provided by this Policy.

Premium Expense Charge: A charge deducted from each Premium to cover State and Federal tax obligations and for costs of issuance and administration.

Processing Date: The first Valuation Date on or next following a Monthly Anniversary Day.

Specified Face Amount: The amount of life insurance coverage, with the initial requested amount specified in Section 1.

Sub-Accounts: Sub-Accounts into which the assets of the Variable Account are divided, each of which corresponds to an investment choice available to You, and the Fixed Account.

Surviving Insured: The Insured who is living upon the death of the other Insured. If both Insureds die at the same time, then the Surviving Insured shall be the younger of the two Insureds.

Unit: A unit of measurement that We use to calculate the value of each Variable Sub-Account.

Unit Value: The value of each Unit of assets in a Variable Sub-Account.

Valuation Date: Any day on which the New York Stock Exchange, We, and the relevant Fund are open for business. A Valuation Date will also include any day that may be required by any applicable Securities and Exchange Commission rules and/or regulations.

Valuation Period: The period of time from one determination of Unit Values to the next, subsequent determination of Unit Values. We will determine Unit Values for each Valuation Date as of the close of the New York Stock Exchange on that Valuation Date.

Variable Account: Sun Life Assurance Company of Canada (U.S.) Variable Account I, a separate account of the Company consisting of assets set aside by the Company, the investment performance of which is kept separate from that of the General Account of the Company.

Variable Sub-Accounts: All Sub-Accounts except the Fixed Account.

We, Our, and Us: We, Our, and Us refer to Sun Life Assurance Company of Canada (U.S.).

You and Your: You and Your refer to the Owner of this Policy.

4. GENERAL PROVISIONS

Entire Contract

Your entire contract with Us consists of this Policy, the Application, any supplemental Applications, any riders and any endorsements attached hereto.

Alteration

Sales representatives do not have the authority either to alter or to modify this Policy or to waive any of its provisions. The only persons with this authority are Our president, actuary, secretary, or one of Our vice presidents.

Modification

Upon notice to You, We may modify this Policy if such modification (1) is necessary to make this Policy or the Variable Account comply with any law or regulation issued by a governmental agency to which the Company or the Variable Account is subject; or (2) is necessary to assure continued qualification of this Policy under the Internal Revenue Code or other federal or state laws as a life insurance policy; or (3) is necessary to reflect a change in the operation of the Variable Account or the Sub-Accounts; or (4) adds, deletes, or otherwise changes Sub-Accounts. We also reserve the right to modify certain provisions of this Policy as stated in those provisions. We may make an appropriate endorsement to this Policy to reflect any such modification.

Assignments

During the lifetime of the each Insured, You may assign all or some of Your rights under this Policy. All Assignments must be filed at Our Principal Office and must be in written form satisfactory to Us. The Assignment will then be effective as of the date You signed the form, subject to any action taken before We acknowledge receipt. We are not responsible for the validity or legal effect of any Assignment.

Nonparticipating

This Policy does not pay dividends.

Misstatement of Age or Sex (Non-Unisex Policy)

If the age or sex of either Insured is stated incorrectly, the amounts payable by Us will be adjusted as follows:

Misstatement discovered at death of the Surviving Insured: The death benefit will be recalculated to that which would be purchased by the most recently charged Monthly Cost of Insurance Rate for the correct age or sex of each Insured.

Misstatement discovered prior to death of the Surviving Insured: The Account Value will be recalculated from the Policy Date using the Monthly Cost of Insurance Rates based on the correct age or sex of each Insured.

Suicide

If the Surviving Insured, whether sane or insane, commits suicide within two years after the effective date of an increase in the Specified Face Amount, then Our liability as to that increase will be the cost of insurance for that increase.

If the Surviving Insured, whether sane or insane, commits suicide within two years after the effective date of reinstatement, We will not pay any part of the Policy Proceeds. We will refund the Premiums paid since the effective date of reinstatement, less the amount of any Policy Debt and less any Partial Withdrawals.

Incontestability

All statements made in the Application or in a supplemental application are representations and not warranties. We relied and will rely on these statements when approving the issuance, increase in Specified Face Amount, or reinstatement of this Policy. No statement can be used by Us in defense of a claim unless the statement was made in a written Application or supplemental Application. In the absence of fraud, after this Policy has been in force during the lifetime of both Insureds for a period of two years from its Issue Date, We cannot contest it except for non-payment of Premiums in accordance with the Insufficient Value provision of Section 9. However, any increase or change which is effective after the Issue Date will be incontestable only after such increase or change has been in force during the lifetime of any Insured who provided evidence of insurability for the increase or change for two years from the Effective Date of Coverage of such increase or change. Further, any reinstatement will be incontestable after the reinstated Policy has been in force during the lifetime of any Insured who provided evidence of insurability for the reinstatement for two years from the effective date of reinstatement.

Report to Owner

We will send You a report at least once each Policy Year. The report will show the current Specified Face Amount, Account Value, Cash Surrender Value, and Death Benefit. It will show Premiums paid and deductions made since the last report. It will also show the balance of any outstanding Policy Debt. There is no charge for this report.

Illustrations

Upon request, we will provide You once each year, at no cost, an illustration of this Policy's projected future Account Value and Death Benefit. We may charge a nominal fee, not to exceed \$50, for additional illustrations requested after the first.

5. RIGHTS OF OWNERS AND BENEFICIARIES**Rights of Owner**

You have the sole and absolute power to exercise all rights and privileges under this Policy without the consent of any other person unless you provide otherwise by written notice. While either Insured is alive, you may change the Owner and Beneficiary by written notice. No change or revocation will take effect

unless we acknowledge receipt of the notice. Subject to our administrative rules, if such acknowledgment occurs, then (1) a change of Beneficiary will take effect on the date the notice is signed, and (2) a change or a revocation of Owner will take effect as of the date specified in the notice, or if no such date is specified, on the date the notice is signed. A change or revocation will take effect whether or not you or the either Insured is alive on the date we acknowledge receipt. A change or revocation will be subject to the rights of any assignee of record with us and subject to any payment made or other action taken by us before we acknowledge receipt.

When You transfer Your rights to a new Owner, You automatically revoke any prior contingent Owner designation.

Procedure

You do not need the consent of a Beneficiary or a contingent Owner in order to exercise any of Your rights. However, You must give Us written notice satisfactory to Us of the requested action. Your request will then, unless You specify otherwise, be effective as of the date You signed the form, subject to any action taken before We acknowledge receipt.

Rights of Beneficiary

The Beneficiary has no rights in this Policy until the death of the Surviving Insured. If the Beneficiary is alive at that time, the Beneficiary will be entitled to payment of the Policy Proceeds as they become due.

If there is no surviving Beneficiary upon the death of the Surviving Insured, the Surviving Insured's estate will be the Beneficiary.

6. THE VARIABLE ACCOUNT AND THE FIXED ACCOUNT

The assets of the Variable Account shall be kept separate from Our other assets. We have the right to transfer to the General Account any assets of the Variable Account which are in excess of the reserves and other Policy liabilities of the Variable Account. The income, gains and losses, realized or unrealized, from assets allocated to the Variable Account shall be credited to or charged against the Variable Account without regard to any other income, gains or losses. The portion of the assets of the Variable Account equal to the reserves and other Policy liabilities with respect to the Variable Account will not be chargeable with liabilities arising out of any other business the Company may conduct. Although the assets maintained in the Variable Account will not be charged with any liabilities arising out of any other business conducted by Us, all obligations arising under this Policy, including the agreement to make all benefit payments, are Our general corporate obligations.

At Our election, the Variable Account may be operated as a unit investment trust or a management company under the Investment Company Act of 1940. It may be registered under the Investment Company Act of 1940 or de-registered in the event registration is no longer required. In the event of any change in the operation of the Variable Account pursuant to this provision, We may make an appropriate endorsement to this Policy to reflect the change and take such other action as may be necessary and appropriate to effect the change.

Fixed Account

The Fixed Account represents the portion of the Account Value funded by assets invested in the General Account. The guaranteed effective annual interest rate applicable to the Fixed Account is 3%. Interest in excess of the guaranteed rate may be applied to the amount in the Fixed Account at such increased rates and in such manner as We may determine, based on Our expectations of future interest, mortality costs, persistency, expenses, and taxes. Interest credited will be computed on a compound interest basis.

Variable Sub-Accounts

The assets of the Variable Account are divided into Variable Sub-Accounts. Each Variable Sub-Account invests exclusively in a different investment Fund. Income, gains and losses, whether or not realized, from the assets of each Variable Sub-Account are credited or charged against that Variable Sub-Account

without regard to income, gains, or losses in other Variable Sub-Accounts of the Variable Account. All amounts allocated to the Variable Account will be used to purchase shares of one or more of the Funds, as You designate. Deductions and withdrawals from the Variable Sub-Accounts will, in effect, be made by redeeming the number of Fund shares at net Unit Value equal in total value to the amount to be deducted. The Variable Account will be fully invested in Fund shares at all times.

Addition, Deletion, or Substitution of Variable Sub-Accounts

We may decide to add Variable Sub-Accounts at any time. Also, shares of any or all of the Funds may not always be available for purchase by the Variable Sub-Accounts of the Variable Account, or We may decide that further investment in any such shares is no longer appropriate. In either event, shares of other registered open-end investment companies or unit investment trusts may be substituted both for Fund shares already purchased by the Variable Account and/or as the security to be purchased in the future, provided that, to the extent necessary, these substitutions have been approved by the Securities and Exchange Commission. The investment policies of the Variable Sub-Accounts will not be changed without the approval of the Insurance Commissioner of the State of Delaware. We also reserve the right to eliminate or combine existing Variable Sub-Accounts or to transfer assets between Variable Sub-Accounts.

Transfers Between Variable Sub-Accounts

Subject to Our rules as they may exist from time to time and to any limits that may be imposed by the Funds, You may, at any time after the Right to Return Policy Period, transfer to another Variable Sub-Account all or a portion of the Account Value allocated to a Variable Sub-Account. We will make transfers pursuant to an authorized request to Us. While We do not anticipate imposing any charges for transfers within the Variable Sub-Accounts, We reserve the right to impose such a charge, not to exceed \$15 per transfer, if more than 12 transfers occur in one Policy Year.

Transfers may be requested by indicating the transfer of either a specified dollar amount or a specified percentage of the Variable Sub-Account's value from which the transfer will be made. If You request a transfer based on a specified percentage of the Variable Sub-Account's value, that percentage will be converted into a request for the transfer of a specified dollar amount based on application of the specified percentage to the Variable Sub-Account's value at the time the request is received. We reserve the right to limit the number of Variable Sub-Accounts to which You may allocate Your Account Value to not more than 20 Variable Sub-Accounts.

Transfer privileges are subject to Our consent. We reserve the right to impose limitations on transfers, including, but not limited to:

1. the minimum amount that may be transferred;
2. the frequency of transfers; and
3. the minimum amount that may remain in a Variable Sub-Account following a transfer from that Variable Sub-Account.

Transfers To and From the Fixed Account

One transfer from the Fixed Account to the Variable Sub-Accounts is permitted in any Policy Year. We reserve the right to restrict the amount transferred to the Variable Sub-Accounts from the Fixed Account to the greater of 25% of that portion of the Account Value attributable to the Fixed Account as of the end of the previous Policy Year and \$5000.

We reserve the right to restrict amounts transferred to the Fixed Account from the Variable Sub-Accounts.

7. PREMIUMS

All Premium payments are payable to Us. The Initial Premium is due and payable as of the Issue Date of this Policy. Subsequent Premiums may be paid to Us subject to the limitations described below. All Premiums are to be paid to Us at Our Principal Office.

Premium

We reserve the right to limit the number of Premium payments We accept during a year. No Premium payment may be less than \$50 without Our consent, although We will accept any Premium payment if it is necessary to keep this Policy in force. We will not accept a Premium payment that causes the Death Benefit to increase by an amount that exceeds the Premium received unless we receive evidence of insurability for each Insured.

We will not accept Premium payments that would cause the Policy to fail to qualify as life insurance under applicable tax law. If a Premium payment is made in excess of these limits, We will accept only that portion of the Premium within those limits and will refund the remainder to You. We will also not accept any Premium payments made after the Anniversary on which the younger Insured is Attained Age 121.

Premium Expense Charge

The Premium Expense Charge will be determined by Us from time to time based on Our expectations of future expenses and taxes. However, the Premium Expense Charge is guaranteed to not be greater than the charge shown in Section 1.

Allocation of Net Premium

Except as otherwise provided herein, Net Premium will be allocated to the Sub-Accounts in accordance with the allocation percentages specified by You. Your initial allocation percentages are shown in the application. The minimum allocation for any Sub-Account to which You choose to allocate Account Value is 1% of Net Premium and percentages must be in whole numbers. If this Policy is in a grace period, the Net Premiums will first be applied to reduce any overdue Monthly Deductions.

You may change the allocation percentages at any time pursuant to an authorized request to Our Principal Office. An allocation change will be effective as of the date We receive the request for that change.

Planned Periodic Premiums

While You are not required to make subsequent Premium payments according to a fixed schedule, You may select a planned periodic Premium schedule and corresponding billing period, subject to Our limits. We will send You reminder notices for the planned periodic Premium at each billing period as specified in Section 1 unless reminder notices have been suspended as described below. However, You are not required to pay the planned periodic Premium; You may increase or decrease the planned periodic Premium subject to Our limits, and You may skip a planned payment or make unscheduled payments. You may change Your planned payment schedule or the billing period, subject to Our approval. The planned periodic Premium may not be sufficient to keep this Policy in force, and You may need to change Your planned payment schedule or make additional payments in order to prevent termination of this Policy. We will suspend reminder notices at Your written request, and We reserve the right to suspend reminder notices if Premiums are not being paid (except for notices in connection with the grace period). We will notify You prior to suspending reminder notices.

8. DEATH BENEFIT

Death Benefit Compliance Test

The Death Benefit compliance test is specified in Section 1. This test may not be changed to another test while this Policy is in force.

Death Benefit and Death Benefit Option

The death benefit depends upon the death benefit option in effect at that time. The death benefit option in effect on the Issue Date is specified in Section 1. The three options are:

Option A - Specified Face Amount. The death benefit is the greater of:

1. the Specified Face Amount; or
2. the Account Value multiplied by the applicable death benefit percentage shown in Section 1.

Option B - Specified Face Amount plus Account Value. The death benefit is the greater of:

1. the Specified Face Amount plus the Account Value; or
2. the Account Value multiplied by the applicable death benefit percentage shown in Section 1.

Option C – Specified Face Amount plus sum of Premiums paid. The death benefit is the greater of:

1. the Specified Face Amount plus sum of Premiums paid; or
2. the Account Value multiplied by the applicable death benefit percentage shown in Section 1.

The death benefit will be determined based on the Specified Face Amount and the Account Value in effect on the date of death of the Surviving Insured. The sum of Premiums paid shall be the amount paid as of the date of death reduced by any prior partial withdrawals. The actual Policy Proceeds payable on the death of the Surviving Insured will be the death benefit described above, decreased by the amount of any outstanding Policy Debt and increased by any amounts payable under any supplemental benefits.

If not paid within 30 days of Our receipt of Due Proof, the Policy Proceeds will include 8% interest measured from the date of death to the date of payment.

Changes in Specified Face Amount

After the first Policy Year, You may increase the Specified Face Amount or decrease the Specified Face Amount. You must send Your request for a change to Our Principal Office in writing. The effective date for an increase in the Specified Face Amount is the Anniversary that falls on or next follows the date We approve the supplemental application for such increase. The effective date for a decrease in the Specified Face Amount is the Monthly Anniversary Day that falls on or next follows the date We receive Your request.

Decreases in Specified Face Amount

The Specified Face Amount may not decrease to less than the Minimum Specified Face Amount specified in Section 1. A decrease in the Specified Face Amount will be applied to the initial Specified Face Amount and to each subsequent increase in Specified Face Amount in the following order:

1. first, to the most recent increase;
2. second, to the next most recent increases, in reverse chronological order; and
3. finally, to the initial Specified Face Amount.

Increases in Specified Face Amount

An increase in the Specified Face Amount is subject to Our underwriting rules in effect at the time of the increase. We will require evidence of both Insured's insurability. We will not accept a request for an increase if the age of either Insured is greater than 80 at the next Anniversary following the request.

Changes in the Death Benefit Option

You may request a change in the death benefit option. Changes in the death benefit option are subject to Our underwriting rules in effect at the time of change. Requests for a change must be made in writing to Us. The effective date of the change will be the Anniversary on or next following the date We approve Your request.

If the death benefit option change is from option A to option B, the Specified Face Amount will be reduced by the Account Value. The Specified Face Amount after the reduction may not be less than the Minimum Specified Face Amount shown in Section 1. If the death benefit option change is from option B to option A, the Specified Face Amount will be increased by the Account Value. Death benefit option C can be changed only to Option A. Neither death benefit option A or B can be changed to option C. The amount of the death benefit at the time of change will not be altered, but the change in death benefit option will affect the determination of the death benefit from that point on.

9. ACCOUNT VALUE

Account Value

The Account Value is the sum of the amounts in each Sub-Account. The method for calculating the Account Value in the Sub-Accounts is described below.

Variable Account Value

We measure the amounts in the Variable Sub-Accounts in terms of Units and Unit Values. On any given date, the amount You have in a Variable Sub-Account is equal to the Unit Value multiplied by the number of Units credited to You in that Variable Sub-Account. Amounts allocated to a Variable Sub-Account will be used to purchase Units of that Variable Sub-Account. Units are redeemed when You make Partial Withdrawals, undertake Policy loans, transfer amounts from a Variable Sub-Account, and for the deductions of the Monthly Expense Charge, Monthly Mortality and Expense Risk Charge, fees, and the Monthly Costs of Insurance. The number of Units of each Variable Sub-Account purchased or redeemed is determined by dividing the dollar amount of the transaction by the Unit Value for the Variable Sub-Account. The Unit Value for each Variable Sub-Account is established at \$10.00 for the first Valuation Date of the Variable Sub-Account. The Unit Value for any subsequent Valuation Date is equal to the Unit Value for the preceding Valuation Date multiplied by the Net Investment Factor (determined as provided below). The Unit Value of a Variable Sub-Account for any Valuation Date is determined as of the close of the Valuation Period ending on that Valuation Date.

Transactions are processed on the date We receive a Premium at Our Principal Office or any acceptable request is received at Our Principal Office. If Your Premium or request is received on a date that is not a Valuation Date, or after the close of the New York Stock Exchange on a Valuation Date, the transaction will be processed on the next subsequent Valuation Date.

Splitting Units

We reserve the right to split or combine the value of Units. In effecting any such change, strict equity will be preserved and no change will have a material effect on the benefits or other provisions of the Policy.

Account Value in the Sub-Accounts

The Account Value attributable to each Sub-Account on the Investment Start Date equals:

1. that portion of Net Premium received and allocated to the Sub-Account, less
2. that portion of the Monthly Expense Charges due on the Policy Date and subsequent Monthly Anniversary Days through the Investment Start Date charged to the Sub-Account, less
3. that portion of the Monthly Cost of Insurance deductions due from the Policy Date through the Investment Start Date charged to the Sub-Account, less
4. that portion of the Mortality and Expense Risk Charge due from the Policy Date through the Investment Start Date charged to the Sub-Account.

The Account Value attributable to each Sub-Account on subsequent Valuation Dates is equal to:

1. the Account Value attributable to the Variable Sub-Account on the preceding Valuation Date, multiplied by that Sub-Account's Net Investment Factor, plus
2. the value of the Fixed Account on the preceding Valuation Date, accrued at interest, plus
3. that portion of Net Premium received and allocated to the Sub-Account during the current Valuation Period, plus
4. any amounts transferred by You to the Sub-Account from another Sub-Account during the current Valuation Period, less
5. any amounts transferred by You from the Sub-Account to another Sub-Account during the current Valuation Period, less
6. that portion of any Partial Withdrawals deducted from the Sub-Account during the current Valuation Period, plus

7. any amounts transferred among the Sub-Accounts for a Policy loan, less
8. if a Processing Date, that portion of the Monthly Deductions charged to the Sub-Account for the Policy Month.

Net Investment Factor

The Net Investment Factor for each Variable Sub-Account for any Valuation Period is the quotient of (1) divided by (2) where:

(1) is the net result of:

- a. the net asset value of a Fund share held in the Variable Sub-Account determined as of the end of the Valuation Period, plus
- b. the per share amount of any dividend or other distribution declared on Fund shares held in the Variable Sub-Account if the "ex-dividend" date occurs during the Valuation Period, plus or minus
- c. a per share credit or charge with respect to any taxes reserved for by Us, or paid by Us if not previously reserved for, during the Valuation Period which is determined by Us to be attributable to the operation of the Variable Sub-Account; and

(2) is the net asset value of a Fund share held in the Variable Sub-Account determined as of the end of the preceding Valuation Period.

Monthly Deductions

There will be no Monthly Deductions on and after the Anniversary on which the younger Insured is Attained Age 121.

Mortality and Expense Risk Charge

The Mortality and Expense Risk Charge is a percentage of the Account Value attributable to the Variable Sub-Accounts at the beginning of a Valuation Date including any Premium payments to be allocated to the Variable Sub-Accounts which are received on such Valuation Date. The percentage is shown in Section 1. The Charge is imposed monthly.

Monthly Expense Charge

The Monthly Expense Charge is shown in Section 1. The Monthly Expense Charge deduction will be charged proportionately to the amounts in the Variable Sub-Accounts and the amount in the Fixed Account in excess of the Policy Debt.

Monthly Cost of Insurance

We deduct a Monthly Cost of Insurance from the Account Value to cover the cost of providing insurance coverage.

The Monthly Cost of Insurance equals the sum of (1), (2), and (3) where:

- (1) is the cost of insurance equal to the Monthly Cost of Insurance rate (described below) multiplied by the net amount at risk divided by 1,000;
- (2) is the monthly rider cost (as described in the riders) for any riders which are a part of the Policy; and
- (3) is the Flat Extra specified in Section 1, if applicable, multiplied by the net amount at risk divided by 1,000.

The net amount at risk equals:

1. the death benefit divided by 1.00247; less
2. the Account Value on the Valuation Date prior to assessing the Monthly Expense Charge, the Monthly Mortality and Expense Risk Charge, and the Monthly Cost of Insurance deduction.

If there are increases in the Specified Face Amount other than increases caused by changes in the death benefit option, the cost of insurance deductions described above are determined separately for the initial Specified Face Amount and each increase in the Specified Face Amount. In calculating the net amount at risk, the Account Value will first be allocated to the initial Specified Face Amount and then to each increase in the Specified Face Amount in the order in which the increases were made.

Monthly Cost of Insurance Rates

The Monthly Cost of Insurance rates (except for any such rate applicable to an increase in the Specified Face Amount) are based on the length of time this Policy has been in force and each Insured's sex, Issue Age, Class, and table rating, if any. The Monthly Cost of Insurance rates will be determined by Us from time to time based on Our expectations of future experience with respect to mortality costs, persistency, interest rates, expenses, and taxes. However, the Monthly Cost of Insurance rates will not be greater than those shown in Section 2.

The Monthly Cost of Insurance rates applicable to each increase in the Specified Face Amount are based on the length of time the increase has been in force and each Insured's sex, Issue Age, Class, and table rating, if any. We may change the cost of insurance rates but never in excess of those shown in the Table of Guaranteed Maximum Cost of Insurance Rates. We will not attempt to recoup prior losses. Any increase to the Monthly Cost of Insurance rates will be based on our expectations of future experience or pricing factors which include, but are not limited to, mortality costs, persistency, interest rates, expenses and taxes.

Directed Deductions

You may designate one Variable Sub-Account for the deduction of the Mortality and Expense Risk Charge, the Monthly Expense Charge, and the Monthly Cost of Insurance. If You do not specify one Variable Sub-Account, then these charges will be allocated among the Sub-Accounts in proportion to the amounts in the Variable Sub-Accounts and to the Fixed Account in excess of the Policy Debt. If you designate one Variable Sub-Account and that Variable Sub-account becomes zero, then the proportional approach will be used for the balance of deductions.

Basis of Computation

The Cost of Insurance Rates are guaranteed to be no greater than those calculated as described in the Table of Guaranteed Maximum Cost of Insurance Rates in Section 2. We have filed a detailed statement of Our methods for computing Account Values with the insurance department in the jurisdiction where this Policy is delivered. These values are equal to or exceed the minimum required by law.

Insufficient Value

If, on a Processing Date, the Account Value less Policy Debt is equal to or less than zero, then this Policy will terminate for no value, subject to the Grace Period provision. During the No-Lapse Guarantee Period shown in Section 1, the Policy will not terminate by reason of insufficient value if the Policy satisfies the minimum premium test as described herein. The No-Lapse Guarantee Period begins on the Policy Date shown in Section 1.

Age 121 Continuation

If either Insured is alive on the Monthly Anniversary Day on which the Attained Age of such Insured is 121 and if this Policy is in force on that date, then this Policy will continue in force until the death of the Surviving Insured regardless of the amount of Account Value. The Death Benefit after that date will continue to be based on the Death Benefit and Death Benefit Option provision in Section 8. As of that date, no more Premiums will be accepted and Monthly Deductions will cease. Any Policy Debt will continue and interest on Policy loans will continue to be charged. The Account Value will remain invested in the sub-accounts chosen at that time.

Important Notice

The continuation of coverage past an Insured's Attained Age 100 may disqualify this Policy from treatment as "life insurance" as defined by the Internal Revenue Code. We recommend that you consult a tax professional.

Minimum Premium Test

The Policy satisfies the minimum premium test if the Premiums paid less any Partial Withdrawals and less any Policy Debt exceed the sum of the Minimum Monthly Premiums which applied to the Policy in each Policy Month from the Policy Date to the Valuation Date on which the test is applied.

The Minimum Monthly Premium applicable to the Policy is shown in Section 1. The Minimum Monthly Premium may be revised as a result of any of the following changes to the Policy:

1. a change in the Specified Face Amount; or
2. a change in supplemental benefits.

The revised Minimum Monthly Premium will be effective as of the effective date of the change to the Policy triggering the revision and will remain in effect until again revised by any of the above changes.

Grace Period

If, on a Valuation Date, this Policy will terminate by reason of insufficient value, We will allow a grace period. This Grace Period will allow 61 days from that Valuation Date for the payment of a Premium sufficient to keep this Policy in force. The Premium we request is equal to the past due charges plus an amount that we estimate will keep this Policy in force for two Policy Months following the date we receive the Premium payment. Notice of this amount will be mailed to Your last known address and the last known address of any assignee of record. We will assume that Your last known address is the address shown on the Application (or notice of Assignment), unless We receive notice of a change in address in a form satisfactory to Us. If the Premium due is not paid within 61 days after the beginning of the grace period, then this Policy and all rights to benefits will terminate without value at the end of the 61 day period. This Policy will continue to remain in force during the grace period.

If the Policy Proceeds become payable during the grace period, then any overdue Monthly Cost of Insurance, Monthly Mortality and Expense Risk Charge, and Monthly Expense Charge will be deducted from the amount We pay.

10. POLICY BENEFITS

Benefits at Death

The Policy Proceeds will be paid in one lump sum payment as they become due upon the death of the Surviving Insured, in accordance with Section 8. We will make payment when We receive Due Proof of that death.

Cash Surrender Value

You may surrender this Policy for its Cash Surrender Value at any time. The Cash Surrender Value is the Account Value decreased by the balance of any Policy Debt. We will determine the Cash Surrender Value at the end of the first Valuation Date after We receive Your written request for surrender.

Partial Withdrawal

You may make a Partial Withdrawal of the Cash Surrender Value of this Policy once each Policy Month after the first Policy Year by written request to Us. The amount of any Partial Withdrawal must be at least \$500.

If this Policy's death benefit option is option A or option C, the Specified Face Amount will be decreased by the amount of the Partial Withdrawal. The decrease in Specified Face Amount will be applied to the initial Specified Face Amount and to each increase in Specified Face Amount in the following order:

1. first, to the initial Specified Face Amount, subject to the minimum face amount of \$250,000;
2. second, to the next oldest increases, in chronological order; and
3. finally, to the most recent increase.

The Specified Face Amount remaining in force after the Partial Withdrawal must be no lower than the Minimum Specified Face Amount shown in Section 1. We will effect a Partial Withdrawal at the end of the first Valuation Date after We receive Your written request for withdrawal.

Allocation of Partial Withdrawal

You may allocate the Partial Withdrawal among the Sub-Accounts. If You do not specify the allocation, then the Partial Withdrawal will be allocated among the Sub-Accounts in proportion to the amounts in the Sub-Accounts in excess of the Policy Debt.

Policy Loan

You may request a Policy loan of up to 90% of this Policy's Account Value, decreased by the amount of any outstanding Policy Debt on the date the Policy loan is made. You may allocate the Policy loan among the Sub-Accounts. If You do not specify the allocation, then the Policy loan will be allocated among the Sub-Accounts in proportion to the amounts in the Variable Sub-Accounts and the Fixed Account in excess of the Policy Debt. Loan amounts allocated to the Variable Sub-Accounts will be transferred to the Fixed Account and will earn interest at the rate in effect for the Fixed Account.

Interest on the Policy Debt will accrue daily at the Policy loan interest rate specified in Section 1. This interest shall be due and payable to Us in arrears on each Policy Anniversary. Any unpaid interest will be added to the principal amount of the Policy loan. When the Policy Debt exceeds the Account Value, this Policy will terminate without value, in accordance with the Insufficient Value and Grace Period provisions of Section 9.

All funds We receive from You will be credited to this Policy as Premium unless We have received written notice, in a form satisfactory to Us, that the funds are for loan repayment. Loan repayments will first reduce the outstanding balance of the Policy loan and then accrued but unpaid interest on such loans. We will accept repayment of any Policy loan at any time.

Deferral of Payment

We will usually pay any amount due within seven days after the Valuation Date following Our receipt of written notice in a form satisfactory to Us giving rise to such payment or, in the case of death of the Surviving Insured, Due Proof of such death. Payment of any amount payable from the Variable Account on death, surrender, Partial Withdrawal, or Policy loan may be postponed whenever:

1. the New York Stock Exchange ("NYSE") is closed other than customary weekend and holiday closing, or trading on the NYSE is otherwise restricted;
2. the Securities and Exchange Commission, by order, permits postponement for the protection of Policy Owners; or
3. an emergency exists as determined by the Securities and Exchange Commission, as a result of which disposal of securities is not reasonably practicable, or it is not reasonably practicable to determine the value of the assets of the Variable Account.

We reserve the right to defer payment of any portion of the Cash Surrender Value, Policy loan, or Partial Withdrawal payable from the Fixed Account for a period not exceeding six months from the date We receive Your request.

Policy Exchange Option

You may exchange this Policy for two new single life Policies on the life of each Insured with evidence of insurability subject to the following conditions:

1. Either (a) or (b) must be met.
 - a. In the case of divorce, a final divorce decree issued by a court of competent jurisdiction in the United States on the Insureds' marriage must be in effect for at least six months, but not more

- b. than one year before the exchange date. Evidence of such decree must be received by us prior to the exchange date.
 - c. In the case of a change in the Federal Tax Law, the change in law must result in either (i) a reduction in the Unlimited Federal Estate Tax marital deduction; or (ii) a reduction in the maximum Federal Estate Tax bracket rate to a rate below 25%. You must request the exchange in writing within six months of the first enactment date of a qualifying change in Federal Tax Law.
2. Both Insureds must be living on the exchange date and the Policy must be in force.
 3. We must have evidence satisfactory to us of your insurable interest in the living Insureds as of the exchange date.
 4. We must receive written agreement to the exchange from any assignees and irrevocable Beneficiaries of the Policy.
 5. The initial premium due on each of the new Policies must be paid on or before the exchange date, in addition to a \$200 exchange processing fee.

The exchange date is the Policy Anniversary on or next following the date item 1 above is satisfied.

The Specified Face Amount of each new Policy will be up to one half of the Specified Face Amount of this Policy. The new Policies will be policies that we offer for this purpose on the exchange date. The Policy Date of the new policies will be the Policy Date of this Policy. The cost of insurance rates for each new policy will be based on the age, sex and class of each Insured on the Policy Date of this Policy. This Policy's Cash Surrender Value will be applied to each new Policy as of the exchange date in the same proportion as the Specified Face Amount applied to each new Policy. The addition of supplemental benefit riders to either or both of the new Policies will require our consent and evidence of insurability satisfactory to us.

Termination

This Policy terminates on the earlier of the date We receive Your request to surrender it for the Cash Surrender Value, the expiration date of the grace period without Our receipt of Premium due, or the date of death of the Surviving Insured.

Reinstatement

This Policy may be reinstated provided this Policy has not been surrendered for the Cash Surrender Value, and provided that:

1. You make Your reinstatement request within three years from this Policy's termination date;
2. You submit evidence satisfactory to Us of the insurability of any living Insured; and
3. You pay an amount sufficient to put this Policy in force.

An amount sufficient to put this Policy in force is not less than:

1. the Monthly Deductions which were overdue at the end of the grace period; plus
2. any excess of the Policy Debt over the Account Value at the end of the grace period; plus
3. three times the Monthly Cost of Insurance deductions applicable at the date of reinstatement; plus
4. three times the Monthly Expense Charge.

During the No-Lapse Guarantee Period shown in Section 1, an amount is sufficient to put this Policy in force if it meets the minimum premium test.

The Specified Face Amount of the reinstated Policy cannot exceed the Specified Face Amount at the time of termination. The Account Value on this Policy's reinstatement date will reflect:

1. the Account Value at the time of termination; plus
2. the Net Premium attributable to Premiums paid to reinstate this Policy; less
3. the Monthly Deductions which were overdue at the end of the grace period; less
4. any excess of the Policy Debt over the Account Value at the end of the grace period; less
5. the Monthly Expense Charge; less
6. the Monthly Mortality and Expense Risk Charge; less
7. the Monthly Cost of Insurance deduction applicable on the date of reinstatement.

The effective date of reinstatement will be the Monthly Anniversary Date that falls on or next follows the date We approve Your request.

Any Policy Debt at the time of termination must be repaid upon the reinstatement of this Policy or carried over to the reinstated Policy.

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

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Wellesley Hills, MA 02481
800-700-6554
Home Office:
Wilmington, Delaware

[Prime VUL], a **Flexible Premium Survivorship Variable Universal Life Insurance Policy**

To the extent any benefit, payment, or value under this Policy (including the Account Value and the death benefit) is based on the investment experience of the Variable Account, such benefit, payment, or value may increase or decrease in accordance with the investment experience of the Variable Account and is not guaranteed as to fixed dollar amount.

Upon receipt of Due Proof, the Policy Proceeds are payable at the death of the Surviving Insured and while this Policy is in force.

This Policy does not participate in dividends.

Flexible premiums are payable for this Policy.

