

SERFF Tracking Number: SUNL-126883125 State: Arkansas
Filing Company: Sun Life Assurance Company of Canada (U.S.) State Tracking Number: 47175
Company Tracking Number: ANNUITY ENDORSEMENTS
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: Annuity Endorsements
Project Name/Number: Annuity Endorsements/Annuity Endorsements

Filing at a Glance

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

Product Name: Annuity Endorsements SERFF Tr Num: SUNL-126883125 State: Arkansas
TOI: A02.11 Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 47175
Variable and Variable Closed
Sub-TOI: A02.11.002 Flexible Premium Co Tr Num: ANNUITY State Status: Approved-Closed
ENDORSEMENTS

Filing Type: Form

Reviewer(s): Linda Bird
Disposition Date: 11/04/2010
Authors: Margaret Carvalho,
Thomas Miele, Christopher
McAuliffe, Pat Squillaciotti
Date Submitted: 11/01/2010
Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

State Filing Description:

Implementation Date:

General Information

Project Name: Annuity Endorsements
Project Number: Annuity Endorsements
Requested Filing Mode: Review & Approval
Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:
Filing Status Changed: 11/04/2010

Status of Filing in Domicile: Pending
Date Approved in Domicile:
Domicile Status Comments:
Market Type: Individual
Group Market Size:
Group Market Type:
Explanation for Other Group Market Type:
State Status Changed: 11/04/2010
Created By: Pat Squillaciotti
Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Pat Squillaciotti

Filing Description:

Re: Forms Submitted for Approval
403(b)-2010 - Annuity Endorsement
QUAL-2010 - Annuity Endorsement

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Dear Sir or Madam:

We submit the forms listed above for your review and approval. These forms are new and are submitted to comply with their respective sections of the Internal Revenue Code. 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 have been filed and are pending with our domiciliary state of Delaware.

403(b)-2010 - Annuity Endorsement

This endorsement will be attached to annuity contracts issued in connection with a so-called Tax-Sheltered Annuity (TSA) authorized under Section 403(b)(1) of the Internal Revenue Code (the Code).

QUAL-2010 - Annuity Endorsement

This endorsement will be attached to annuity contracts issued in connection with a Qualified Plan under either Section 401(a) of the Code (including a Qualified Plan commonly referred to as a 401(k) plan, H.R. 10 plan or Keogh plan) or Section 457(b) of the Code (including a Qualified Plan commonly referred to as a governmental or tax-exempt 457 plan).

These endorsements include brackets around the items that may vary. The bracketed items shown are the values that will currently print for each respective form. 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.

These forms will be used in the general annuity market and marketed by our licensed sales representatives. They will not be mass marketed or solicited by mail.

These forms are not subject to readability requirements since they are written to conform with requirements of the Internal Revenue Code.

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

Pat Squillacioti, Compliance Consultant
112 Worcester Street
Wellesley Hills, MA 02481

patricia.squillacioti@sunlife.com
800-432-1102 [Phone] 4788 [Ext]
781-416-3970 [FAX]

SERFF Tracking Number: SUNL-126883125 State: Arkansas
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 Company Tracking Number: ANNUITY ENDORSEMENTS
 TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
 Variable and Variable
 Product Name: Annuity Endorsements
 Project Name/Number: Annuity Endorsements/Annuity Endorsements

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:
 State Filings, SC2175 Group Name: State ID Number:
 Wellesley Hills, MA 02481 FEIN Number: 04-2461439
 (800) 432-1102 ext. [Phone]

Filing Fees

Fee Required? Yes
 Fee Amount: \$100.00
 Retaliatory? Yes
 Fee Explanation: Two forms @ \$50 per form for a total of \$100
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Sun Life Assurance Company of Canada (U.S.)	\$100.00	11/01/2010	41358097

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	11/04/2010	11/04/2010

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	No	No
Supporting Document	Application	No	No
Supporting Document	Life & Annuity - Acturial Memo	No	No
Supporting Document	Statements of Variability	Yes	Yes
Supporting Document	Certification	Yes	Yes
Form	Qualified Contract Provisions	Yes	Yes
Form	Endorsement		
Form	403(b)(1) Annuity Endorsement	Yes	Yes

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Form Schedule

Lead Form Number: QUAL-2010

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	QUAL-2010	Policy/Cont Qualified Contract ract/Fratern Provisions al Endorsement Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	QUAL-2010 8-16-10.pdf
	403(b)- 2010	Policy/Cont 403(b)(1) Annuity ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	403(b)-2010 8-16-10.pdf

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

Qualified Contract Provisions Endorsement

The provisions contained in this Endorsement shall take precedence, where relevant, over the provisions of the Contract to which this Endorsement relates. The terms used in this Endorsement shall have the same meaning as in the Contract, except as otherwise provided herein. All rights and privileges of the Contract are subject to, and may be limited by, the terms of the Qualified Plan in connection with which the Contract is issued, even though such Qualified Plan (1) is not part of the Contract and (2) is not sponsored, maintained or administered by Sun Life Assurance Company of Canada (U.S.) (the "Company") or otherwise connected in any way to the Company. The Company reserves the right to amend this Endorsement at any time in order to conform the Endorsement to applicable law, including the Code and regulations issued under the Code.

A. DEFINITIONS

1. Contract: The annuity contract to which this Endorsement relates. For a contract purchased on a group basis, references to Contract shall include the applicable certificate(s).
2. Owner: The person to whom a Qualified Contract is issued, and such person shall be the trustee or custodian of the Qualified Plan or the employer sponsoring and maintaining the Qualified Plan.
3. Qualified Contract: A Contract used in connection with a Qualified Plan.
4. Qualified Plan: A retirement plan or arrangement which receives favorable federal income tax treatment under the Internal Revenue Code of 1986, as amended ("Code"), and qualifies under either Section 401(a) of the Code (including a Qualified Plan commonly referred to as a 401(k) plan, H.R. 10 plan or Keogh plan) or Section 457(b) of the Code (including a Qualified Plan commonly referred to as a governmental or tax-exempt 457 plan).

B. QUALIFIED CONTRACT PROVISIONS

1. A Qualified Contract shall not be transferable and may not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of any obligation or for any purpose transferred to any person other than the Company, the Annuitant, or the trustee or custodian or other person exercising ownership rights solely by reason of the terms of the applicable Qualified Plan.
2. A Qualified Contract shall have only one Annuitant and one Owner.
3. Distributions under the Contract both before and after the Annuitant's death shall be made in accordance with the Qualified Plan's minimum distribution requirements that are based on Section 401(a)(9) of the Code.
4. The Annuitant shall be a participant under the Qualified Plan and the Owner of the Contract shall be the trustee or custodian of the Qualified Plan or the employer sponsoring and maintaining the Qualified Plan.
5. This Contract may only be held by the Owner in connection with a Qualified Plan, and this Contract is not intended to be treated as, nor is, a trust pursuant to Sections 401(f) or 457(g)(3) of the Code.
6. The Owner or Beneficiary, as applicable, shall have the sole responsibility for determining that any contributions made to the Contract and any distributions made from the Contract comply with the applicable Qualified Plan.



[
[Westley V. Thompson], [President]
]

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

403(b)(1) Annuity Endorsement

The purpose of this Endorsement is to update the provisions of the Contract for law and other changes related to the Contract being a so-called Tax-Sheltered Annuity (TSA) authorized under Code Section 403(b)(1) and, where applicable, to satisfy the written plan requirements under Treasury Regulation 1.403(b)-3. The Endorsement is attached to and made a part of the Contract. If any provisions of the Contract conflict with the Endorsement, the provisions of this Endorsement will apply.

ARTICLE I – DEFINITIONS

The following words and phrases when used in this Endorsement with initial capital letters shall have the meanings set forth below unless the context indicates that other meanings are intended.

- 1.01 **Annuity** – Means the 403(b)(1) annuity previously established pursuant to the Contract and any prior 403(b)(1) annuity endorsement for the benefit of the 403(b) Owner.
- 1.02 **Beneficiary** – Means the individual(s) or entity(ies) designated by the 403(b) Owner in accordance with the Contract to receive any distributions from the Annuity upon the 403(b) Owner's death.
- 1.03 **Code** – Means the Internal Revenue Code of 1986, as amended from time to time.
- 1.04 **Contract** – Means the annuity contract used in conjunction with this Endorsement. If that annuity contract was purchased on a group basis, then "Contract" shall include the group certificate issued to the 403(b) Owner.
- 1.05 **Designated Beneficiary** – Means the Beneficiary named as of the date of the 403(b) Owner's death who remains a Beneficiary as of September 30 of the year following the year of the 403(b) Owner's death and who qualifies as a designated beneficiary under Treasury Regulation 1.401(a)(9)-4.
- 1.06 **Distribution Calendar Year** – Means a calendar year for which a minimum distribution is required. If the 403(b) Owner's required beginning date under Article 2.03 of this Endorsement is April 1 following a year in which the 403(b) Owner either attains age 70½ or retires, that year is the 403(b) Owner's first Distribution Calendar Year. The first Distribution Calendar Year may be another year as provided in the regulatory requirements and rules referred to in Article 2.03 of this Endorsement.
- 1.07 **Employer** – Means an entity described in Code Section 501(c)(3) that is exempt from tax under Code Section 501(a), an educational organization of a State (as defined in Treasury Regulation 1.403(b)-2(b)(20)) described in Code Section 170(b)(1)(A)(ii) or any other entity eligible under Code Section 403(b)(1) that paid Premiums to the Annuity and/or adopted a Plan that includes the Annuity.
- 1.08 **Endorsement** – Means this 403(b)(1) Annuity Endorsement.
- 1.09 **403(b) Owner** – Means the employee or former employee of an Employer who owns the Contract.
- 1.10 **Issuer** – Means Sun Life Assurance Company of Canada (U.S.).
- 1.11 **Plan** – Means the plan of the 403(b) Owner's Employer if it includes the Annuity.
- 1.12 **Premium** – Means any payments previously made to the Issuer regarding the Annuity. No additional Premiums may be made because either the Contract permitted only one Premium or, for multiple-Premium Contracts, the Issuer stopped accepting Premiums to the Annuity effective January 1, 2009.
- 1.13 **Severance from Employment** – Means an employee (a) ceases to be an employee of the Employer within the meaning of Treasury Regulation 1.403(b)-2(b)(19) or (b) is deemed to cease being an employee of the

Employer during any period the individual is performing service in the uniformed services as defined in Code Section 3401(h)(2)(A).

ARTICLE II – PAYMENT OF BENEFITS

2.01 Timing of Payment of Benefits

(a) Subject to any applicable limitations described in this Endorsement, the 403(b) Owner (or a Beneficiary) may request a distribution from the Annuity upon the occurrence of one of the following events:

- (1) the 403(b) Owner's Severance from Employment with the Employer maintaining the Plan;
- (2) the 403(b) Owner's death;
- (3) for Annuity amounts that are attributable to the 403(b) Owner's elective deferrals made to the Annuity and/or to the 403(b)(1) annuity that constituted the Premium(s) for the Annuity, the 403(b) Owner's financial hardship, as described in Article 2.02 of this Endorsement;
- (4) the 403(b) Owner's disability within the meaning of Code Section 72(m)(7); or
- (5) the 403(b) Owner's attainment of age 59½.

(b) Unless prohibited by the Plan, the following distributions will be allowed:

- (1) A qualified reservist distribution under Code Section 72(t)(2)(G);
- (2) Payment of qualified health insurance premiums for eligible public safety officers under Code Section 402(1); and
- (3) Permissible withdrawals under Code Section 414(w)(2).

2.02 Financial Hardship – For purposes of Article 2.01(a)(3) of this Endorsement, financial hardship is an immediate and heavy financial need of the Participant, as described in Treasury Regulation 1.401(k)-1(d)(3), where such Participant lacks other available resources. Financial needs considered immediate and heavy include, but are not limited to, (a) expenses incurred or necessary for medical care, described in Code Section 213(d), of the Employee, the Employee's primary Beneficiary, the Employee's Spouse or dependents, (b) the purchase (excluding mortgage payments) of a principal residence for the Employee, (c) payment of tuition and related educational fees for the next 12 months of post-secondary education for the Employee, the Employee's primary Beneficiary, the Employee's Spouse, children or dependents, (d) payment to prevent the eviction of the Employee from, or a foreclosure on the mortgage of, the Employee's principal residence, (e) funeral or burial expenses for the Participant's deceased parent, Spouse, primary Beneficiary, child or dependent, and (f) payment to repair damage to the Employee's principal residence that would qualify for a casualty loss deduction under Code Section 165 (determined without regard to whether the loss exceeds 10 percent of adjusted gross income).

No distributions on account of financial hardship shall exceed the amount determined to be necessary to meet the immediate financial need created by the hardship as described in those same regulations and the Plan and that cannot be otherwise reasonably accommodated from other resources of the 403(b) Owner. Any distribution made on account of the 403(b) Owner's financial hardship shall be made to the 403(b) Owner in a single sum payment in cash pursuant to instructions provided in writing or in another form acceptable to the Issuer, and delivered to the Issuer.

2.03 Required Minimum Distributions

(a) Notwithstanding any provision of this Endorsement to the contrary, the distribution of the 403(b) Owner's interest in the Annuity shall be made in accordance with the requirements of Treasury Regulation 1.403(b)-6(e) and the Plan. The applicable distribution rules are described in Treasury Regulation 1.408-8 and the exceptions to those distribution rules are described in Treasury Regulation 1.403(b)-6(e).

(b) Under the requirements and rules referred to in Article 2.03(a) of this Endorsement, the 403(b) Owner must begin taking distributions from the Annuity no later than the 403(b) Owner's required beginning date. The required beginning date for a 403(b) Owner is the first day of April of the calendar year

following the calendar year in which the 403(b) Owner either attains age 70½ or retires, whichever is later. Further, the entire interest of the 403(b) Owner for whose benefit the Annuity is maintained must be distributed over the 403(b) Owner's life or the lives of such 403(b) Owner and his or her Designated Beneficiary(ies), or a period certain not extending beyond the 403(b) Owner's life expectancy or the joint and last survivor expectancy of such 403(b) Owner and his or her Designated Beneficiary(ies).

- (c) If the Contract has not been annuitized, then pursuant to those requirements and rules, the minimum amount that must be distributed to the 403(b) Owner for each Distribution Calendar Year of the 403(b) Owner is determined under Treasury Regulation 1.401(a)(9)-5, is an amount referred to as the "required minimum distribution." Except as otherwise provided herein, the required minimum distribution is generally calculated as follows:
- (1) the required minimum distribution for any Distribution Calendar Year is the 403(b) Owner's Annuity value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Treasury Regulation 1.401(a)(9)-9. However, if the 403(b) Owner's Designated Beneficiary is his or her surviving spouse, the required minimum distribution for a Distribution Calendar Year shall not be more than the 403(b) Owner's Annuity value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Treasury Regulation 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (1) is determined using the 403(b) Owner's (or, if applicable, the 403(b) Owner's and spouse's) attained age (or ages) in the year.
 - (2) the required minimum distribution for a year, beginning with the year following the year of the 403(b) Owner's death (or the year the 403(b) Owner would have reached age 70½, if applicable under Article 2.04(d)(2)(B) of this Endorsement) is the Annuity value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Treasury Regulation 1.401(a)(9)-9) of the individual specified in paragraphs (d)(1) and (d)(2) below.
 - (3) the required minimum distribution for the year before the required beginning date of the 403(b) Owner can be made as late as that required beginning date. The required minimum distribution for any other year must be made by the end of such year.
- (d) If the Contract has not been annuitized, and the 403(b) Owner dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed at least as rapidly as provided in Treasury Regulation 1.401(a)(9)-5, which generally will be as follows:
- (1) If the 403(b) Owner dies on or after the 403(b) Owner's required beginning date and:
 - (A) the Designated Beneficiary is the 403(b) Owner's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (d)(1)(C) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 (one) for each subsequent year, or, if distributions are being made over the period in paragraph (d)(1)(C) below, over such period.
 - (B) the Designated Beneficiary is not the 403(b) Owner's surviving spouse, the remaining interest will be distributed over the Beneficiary's remaining life expectancy as determined in the year following the death of the 403(b) Owner and reduced by 1 for each subsequent year, or over the period in paragraph (d)(1)(C) below if longer.
 - (C) there is no Designated Beneficiary, the remaining interest will be distributed over the remaining life expectancy of the 403(b) Owner as determined in the year of the 403(b) Owner's death and reduced by 1 for each subsequent year.
 - (2) If the 403(b) Owner dies before the 403(b) Owner's required beginning date, such 403(b) Owner's entire interest will be distributed at least as rapidly as follows.

- (A) If the Designated Beneficiary is someone other than the 403(b) Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the 403(b) Owner's death, over the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the 403(b) Owner's death, or, if elected, in accordance with paragraph (d)(2)(C) below.
- (B) If the 403(b) Owner's sole Designated Beneficiary is the 403(b) Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the 403(b) Owner's death (or by the end of the calendar year in which the 403(b) Owner would have attained age 70½, if later), over such spouse's life, or, if elected, in accordance with paragraph (d)(2)(C) below. If the surviving spouse dies before required distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (d)(2)(C) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Contract option chosen.
- (C) If there is no Designated Beneficiary, or, if applicable by operation of paragraph (d)(2)(A) or (2)(B) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the 403(b) Owner's death (or the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (d)(2)(B) above).
- (D) If distributions are being made to a surviving spouse as the sole Designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (d)(2)(A) or (B) above and reduced by 1 (one) for each subsequent year.

Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation 1.401(a)(9)-9.

For purposes of paragraphs (d)(1) and (2) above, required distributions are considered to commence on the 403(b) Owner's required beginning date, or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (d)(2)(B) above. However, if distributions start prior to the applicable date in the preceding sentence on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Treasury Regulation 1.401(a)(9)-6, the required distributions are considered to commence on the annuity starting date.

- (e) If the Contract has been annuitized, the minimum distribution requirements and rules are described in Treasury Regulation 1.401(a)(9)-6 as applied to account balance plans and generally include the following:
 - (1) Distributions must be made in periodic payments at intervals of no longer than one year and must be either nonincreasing or they may increase only as provided in Q&A-1 of Treasury Regulation 1.401(a)(9)-6. In addition, any distribution must satisfy the minimum incidental benefit requirements specified in Q&A-2 of Treasury Regulation 1.401(a)(9)-6.
 - (2) The distribution periods described in paragraph (e)(1) above cannot exceed the periods specified in Treasury Regulation 1.401(a)(9)-6.
 - (3) The first required distribution can be made as late as the required beginning date and must be the distribution that is required for one payment interval. The second distribution need not be made until the end of the next payment interval.

- (f) If the Contract has been annuitized under a Contract option that provides for payments to continue after the 403(b) Owner's death and if the 403(b) Owner dies on or after the required beginning date for distributions to him or her, the entire remaining interest will be distributed as described in Treasury Regulation 1.401(a)(9)-6 as applied to account balance plans, which generally means that the remaining portion of such 403(b) Owner's interest will continue to be distributed under the Contract option chosen.
- (g) Additional requirements include the following:
- (1) If the 403(b) Owner participates in two or more 403(b) arrangements, they may satisfy the minimum distribution requirements described above by taking from one 403(b) arrangement the amount required to satisfy the requirement for another in accordance with Treasury Regulation 1.403(b)-6(e)(7).
 - (2) Amounts distributed during a calendar year from the Annuity are part of the required minimum distribution until the total required minimum distribution for that year under Code Section 401(a)(9) for the Annuity has been satisfied.
 - (3) The 403(b) Owner acknowledges that it is his or her sole responsibility to satisfy the required minimum distribution rules. The 403(b) Owner agrees that the Issuer shall not be liable for any tax or penalty imposed upon the 403(b) Owner if the 403(b) Owner fails to receive any required minimum distribution from the Annuity.
 - (4) If the 403(b) Owner fails to elect a method of distribution by his or her required beginning date the Issuer shall have complete and sole discretion to do any one of the following: (A) make no distribution until the 403(b) Owner provides a proper withdrawal request; (B) distribute the 403(b) Owner's entire interest in a single sum payment; (C) distribute the 403(b) Owner's entire interest over a period certain not extending beyond the 403(b) Owner's life expectancy or the life expectancy of the 403(b) Owner and his or her Beneficiary; or (D) annuitize the Annuity within the parameters described in this Article. The Issuer will not be liable for any penalties or taxes related to the 403(b) Owner's failure to take a required minimum distribution.
 - (5) The value of the Annuity for purposes of this Article is the prior December 31 balance adjusted to include the amount of any outstanding rollovers and transfers under Q&As-7 and -8 of Treasury Regulation 1.408-8 and the actuarial value of any other benefits provided under the Annuity, such as guaranteed death benefits.
 - (6) The special rule in Treasury Regulation 1.408-8, A-5 relating to spousal beneficiaries does not apply to the Contract, which means that the surviving spouse is not permitted to treat the Contract as the spouse's own 403(b) contract.
 - (7) If the Beneficiary payment election described in paragraph (d) above is not made by December 31 of the year following the year the 403(b) Owner dies, the Issuer reserves the right to elect, in its complete and sole discretion, to do any one of the following: (A) make no distribution until the Beneficiary(ies) provides a proper withdrawal request; (B) distribute the entire Annuity to the Beneficiary(ies) in a single sum payment; or (C) distribute the entire remaining interest to the Beneficiary(ies) pursuant to the applicable option in paragraphs (d)(1) or (2) above. The Issuer will not be liable for any penalties or taxes related to the Beneficiary's failure to take a required minimum distribution.

2.04 **Eligible Rollover Distributions** – This Contract shall satisfy the requirements of Treasury Regulation 1.403(b)-3(a)(7), including further requirements described in Treasury Regulation 1.403(b)-7(b)(2). Accordingly, at the election of the 403(b) Owner (or the surviving spouse Beneficiary of the 403(b) Owner) the Issuer shall pay any eligible rollover distribution to an eligible retirement plan described in Code Section 402(c)(8)(B) (including an individual retirement plan described in Code Section 408, qualified retirement plan under Code Section 401(a) or 403(a), another annuity contract or custodial account described in Code Section 403(b), or an eligible plan under Code Section 457(b) maintained by a government employer) in a direct rollover for the 403(b) Owner (or Beneficiary). The definition of eligible

retirement plan will also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p). Further, a Beneficiary (including a nonspouse Beneficiary) may directly roll over his or her portion of any eligible rollover distribution to an inherited individual retirement arrangement (under Code Section 408 or 408A). No amount that is distributed on account of hardship will be an eligible rollover distribution, and the distributee may not elect to have any portion of such a distribution paid directly to an eligible retirement plan.

The 403(b) Owner (or surviving spouse Beneficiary, former spouse, or non-spouse Beneficiary) who desires such a direct rollover must specify the individual retirement plan, qualified plan, 403(b) plan, or eligible plan under Code Section 457(b) to which the eligible rollover distribution is to be paid, and satisfy such other reasonable requirements as the Issuer may impose.

ARTICLE III – AMENDMENT OF ENDORSEMENT

The 403(b) Owner delegates to the Issuer all authority to amend this Endorsement by written notification from the Issuer to the 403(b) Owner as to any term hereof, at any time (including retroactively) to the extent necessary to satisfy the requirements of Code Section 403(b) (or related regulations). The 403(b) Owner will be deemed to have consented to such amendment unless, within 30 days from the date the Issuer mails the amendment, the 403(b) Owner notifies the Issuer in writing that he or she does not consent. No amendment shall be made that may operate to disqualify the Annuity under Code Section 403(b).

ARTICLE IV – LOANS TO 403(b) OWNERS

If the Annuity permits loans, such loans shall be governed by the Annuity and by any applicable loan agreement(s) that the 403(b) Owner has entered into previously or in the future with the Issuer.

ARTICLE V – MISCELLANEOUS

5.01 **Applicable Law** – This Endorsement is intended to continue the qualification of the Annuity as an annuity under Code Section 403(b). This Endorsement is subject to all applicable federal and state laws and regulations, particularly Treasury Regulations issued under Code Section 403(b), and if any terms of the Endorsement conflict with those Treasury Regulations and/or Code Section 403(b), such Treasury Regulations and/or Code Section 403(b) shall govern if necessary for the Annuity to qualify as an annuity under Code Section 403(b). If it is necessary to apply any state law to interpret and administer this Endorsement, the law of the Issuer’s domicile shall govern.

If any provision of this Endorsement shall for any reason be deemed invalid or unenforceable, the remaining provisions shall, nevertheless, continue in full force and effect, and shall not be invalidated. Neither the 403(b) Owner’s nor the Issuer’s failure to enforce at any time or for any period of time any of the provisions of this Endorsement shall be construed as a waiver of such provisions, or the 403(b) Owner’s right or the Issuer’s right thereafter to enforce each and every such provision.

5.02 **Nonalienation** – Subject to Article 5.06 of this Endorsement below, the Annuity and its assets shall be not be subject to alienation, assignment, trustee process, garnishment, attachment, execution or levy of any kind, nor shall the Annuity and its assets be subject to the claims of the 403(b) Owner’s creditors.

5.03 **Restrictions on the Fund** – The Annuity and its assets shall not be responsible for the debts, contracts or torts of any person entitled to distributions under this Endorsement.

5.04 **Matters Relating to Divorce** – Upon receipt of a domestic relations order, the Issuer may utilize the Employer or an independent third party to determine whether the order is a qualified domestic relations order pursuant to Code Section 414(p). Distributions may be made pursuant to such a qualified domestic relations order.

5.05 **Coordination with Plan** – If any terms of the Plan and the Endorsement conflict, the terms of the Plan shall govern if necessary for the Annuity to qualify as an annuity under Code Section 403(b).

- 5.06 **Nontransferability** – The Contract is not transferable. That requirement does not apply to a contract issued before January 1, 1963.
- 5.07 **Death benefits and other incidental benefits** – The Contract shall satisfy the incidental benefit requirement of Treasury Regulation 1.401-1(b)(1)(ii) (in form or in operation) as described in Treasury Regulation 1.403(b)-6(g).



[
[Westley V. Thompson], [President]]

SERFF Tracking Number: SUNL-126883125 State: Arkansas
 Filing Company: Sun Life Assurance Company of Canada (U.S.) State Tracking Number: 47175
 Company Tracking Number: ANNUITY ENDORSEMENTS
 TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
 Variable and Variable
 Product Name: Annuity Endorsements
 Project Name/Number: Annuity Endorsements/Annuity Endorsements

Supporting Document Schedules

Item Status:
Status Date:

Satisfied - Item: Statements of Variability

Comments:

Attachments:

QUAL-2010 SOV 11-1-10.pdf

403(b)-2010 SOV 11-1-10.pdf

Item Status:
Status Date:

Satisfied - Item: Certification

Comments:

Attachment:

IRC Compliance Certification 11-1-10 - SLUS.pdf

**Sun Life Assurance Company of Canada (U.S.)
Memorandum of Variable Material**

Form Number: QUAL-2010
Revision Date: 11/1/10

Variability denoted by bracketing and annotation

Variable Field	Variable Description
President Name and Signature	This is the current President's name and signature and will change as the officer changes.

**Sun Life Assurance Company of Canada (U.S.)
Memorandum of Variable Material**

Form Number: 403(b)-2010
Revision Date: 11/1/10

Variability denoted by bracketing and annotation

Variable Field	Variable Description
President Name and Signature	This is the current President's name and signature and will change as the officer changes.

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

Tax-Qualified Endorsement Compliance Certification

Policy Forms: 403(b)-2010 - Annuity Endorsement
QUAL-2010 - Annuity Endorsement

As counsel for Sun Life Insurance Assurance Company of Canada (U.S.) with respect to product tax matters, I believe the above noted policy forms comply with all the relevant requirements of the Internal Revenue Code.

A handwritten signature in black ink, reading "James J. Klopper". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

James J. Klopper
Assistant Vice President & Senior Counsel

November 1, 2010