

SERFF Tracking Number: SUNL-127081369 State: Arkansas
Filing Company: Sun Life Assurance Company of Canada State Tracking Number: 48326
Company Tracking Number: CAUL-2011
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: CAUL-2011
Project Name/Number: CAUL-2011/CAUL-2011

Filing at a Glance

Company: Sun Life Assurance Company of Canada

Product Name: CAUL-2011

SERFF Tr Num: SUNL-127081369 State: Arkansas

TOI: L09I Individual Life - Flexible Premium

SERFF Status: Closed-Withdrawn State Tr Num: 48326

Adjustable Life

Sub-TOI: L09I.001 Single Life

Co Tr Num: CAUL-2011

State Status: Withdrawn

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Margaret Carvalho,

Disposition Date: 04/26/2011

Thomas Miele, Christopher

McAuliffe, Pat Squillacioti

Date Submitted: 03/23/2011

Disposition Status: Withdrawn

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: CAUL-2011

Status of Filing in Domicile: Pending

Project Number: CAUL-2011

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Pending with our domiciliary state of Michigan.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 04/26/2011

State Status Changed: 04/26/2011

Deemer Date:

Created By: Pat Squillacioti

Submitted By: Margaret Carvalho

Corresponding Filing Tracking Number:

Filing Description:

Re: CAUL-2011- Flexible Premium Universal Life Insurance Policy

Dear Sir or Madam:

We submit the above referenced form for your review and approval. This form is new and does not replace any other forms previously approved by your Department. This form is intended to comply with all applicable laws, rules, bulletins

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and published guidelines of your state. It is submitted in final printed form and subject only to minor modifications in paper stock, ink, and adaptation to computer printing.

This form has been filed and is pending with our domiciliary state of Michigan.

CAUL-2011 – Flexible Premium Universal Life Insurance Policy

This is a flexible premium universal life insurance policy that insures one life and offers three different death benefit options. The issue ages for this policy are ages 18-85.

We will use previously approved application form 14-750 – Part I of Application for Life Insurance (SERFF SUNL-126514836, approved 3/17/10) to offer this policy.

This form will be used in the general individual life market. It will be marketed with an illustration on an individual basis by our licensed sales representatives. This form will not be mass marketed or solicited by mail.

The enclosed form includes brackets around the items that may vary. The bracketed items shown are the hypothetical values for the representative sample provided. The use of variability in the enclosed form will be administered as described in the enclosed statement of variable material 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]
Wellesley Hills, MA 02481 781-237-3327 [FAX]

Filing Company Information

Sun Life Assurance Company of Canada CoCode: 80802 State of Domicile: Michigan
One Sun Life Executive Park Group Code: 549 Company Type:
SC2175, State Filings Group Name: State ID Number:
Wellesley Hills, MA 02481 FEIN Number: 38-1082080
(800) 432-1102 ext. [Phone]

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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 | \$50.00 | 03/23/2011 | 45909739 |

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Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|-----------|------------|------------|----------------|
| Withdrawn | Linda Bird | 04/26/2011 | 04/26/2011 |

Objection Letters and Response Letters

| Objection Letters | | | | Response Letters | | |
|-------------------|------------|------------|----------------|------------------|------------|----------------|
| Status | Created By | Created On | Date Submitted | Responded By | Created On | Date Submitted |
| Pending | Linda Bird | 03/29/2011 | 03/29/2011 | | | |
| Industry Response | | | | | | |

Filing Notes

| Subject | Note Type | Created By | Created On | Date Submitted |
|--------------------------|------------------|-------------------|------------|----------------|
| Request to Withdraw..... | Note To Reviewer | Margaret Carvalho | 04/26/2011 | 04/26/2011 |

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Disposition

Disposition Date: 04/26/2011

Implementation Date:

Status: Withdrawn

Comment:

Rate data does NOT apply to filing.

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| Schedule | Schedule Item | Schedule Item Status | Public Access |
|---------------------|--|----------------------|---------------|
| Supporting Document | Flesch Certification | | Yes |
| Supporting Document | Application | | Yes |
| Supporting Document | Health - Actuarial Justification | | No |
| Supporting Document | Outline of Coverage | | No |
| Supporting Document | Certifications | | Yes |
| Supporting Document | Statement of Variability | | Yes |
| Supporting Document | Actuarial Memorandum | | No |
| Form | Flexible Premium Universal Life Insurance Policy | | Yes |

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 03/29/2011
Submitted Date 03/29/2011
Respond By Date 04/29/2011

Dear Margaret Carvalho,

This will acknowledge receipt of the captioned filing.

Objection 1

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

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Note To Reviewer

Created By:

Margaret Carvalho on 04/26/2011 08:02 AM

Last Edited By:

Margaret Carvalho

Submitted On:

04/26/2011 08:02 AM

Subject:

Request to Withdraw.....

Comments:

After further analysis, we wish to withdraw this filing from further consideration. If our company decides to further pursue approval of this product, we will file under separate cover.

Thank you for your understanding,

Margaret Carvalho

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Form Schedule

Lead Form Number: CAUL-2011

| Schedule Item Status | Form Number | Form Type | Form Name | Action | Action Specific Data | Readability | Attachment |
|----------------------|-------------|-----------------|--|---------|----------------------|-------------|----------------------------------|
| | CAUL-2011 | Policy/Contract | Flexible Premium Universal Life Insurance Policy Certificate | Initial | | 50.000 | AR CAUL-2011 - Final 3-21-11.pdf |

SUN LIFE ASSURANCE COMPANY OF CANADA

U.S. Headquarters Office:
[One Sun Life Executive
Park
Wellesley Hills, MA 02481]
[800-225-3950]
Head Office:
Toronto, Canada

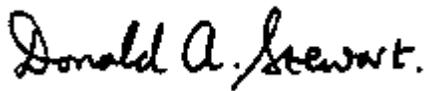
[Sun PerformULator], a Flexible Premium Universal Life Insurance Policy

Insured - [John Doe]

Policy Number - [00000001]

We, Sun Life Assurance Company of Canada ("the Company", "we", "us", "our"), 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 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.



[Donald A. Stewart, Chief Executive Officer]



[Joan M. Wilson, Secretary]

RIGHT TO RETURN POLICY

Please read this Policy carefully. If you are not satisfied, you may return it within 10 days (30 days if replacement is involved) after receipt. To return it, deliver or mail it to the sales representative through whom it was purchased, or to us at One Sun Life Executive Park, Wellesley Hills, MA 02481. This Policy will then be void, as though it had never been applied for, and any Premium paid will be promptly refunded.

FLEXIBLE PREMIUM UNIVERSAL LIFE INSURANCE POLICY

Policy Proceeds are payable upon receipt of Due Proof of the Insured's death and while this Policy is in force.

Premiums payable to the Insured's Attained Age 121.

Does not participate in dividends.



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| APPLICATION | |

1. POLICY SPECIFICATIONS

| | |
|------------------------------------|--|
| Insured | [John Doe] |
| Policy Number | [000000001] |
| Issue Age, Sex | [35, Male] |
| Class | [Preferred Non Tobacco] |
| [Table Rating | [250%] |
| [Flat Extra Charge | [\$5] per \$1,000 of [Specified Face Amount] [for the first [ten] Policy Years] |
| Specified Face Amount | [\$1,000,000] |
| Minimum Specified Face Amount | [\$100,000] |
| Death Benefit Compliance Test | [Guideline Premium] |
| Death Benefit Option | [Option A: Specified Face Amount] |
| Initial Premium | [\$5,000.00] |
| Planned Periodic Premium | [\$5,000.00] |
| Billing Period | [Annual] |
| Issue Date | [January 1, 2011] |
| Policy Date | [January 1, 2011] |
| Currency | United States Dollars |
| Owner | [John Doe] |
| Beneficiary | As stated in the Application unless later changed. |
| Guaranteed Interest Rate (Annual) | [2.00%] |
| Loan Interest Rate Charged | [5%] until the later of Policy Year [20] or Attained Age [75], then [2%] thereafter. |
| Interest Addition Factor | [0.5] |
| Interest Addition Period | Policy Year [16 and after] |
| Maximum Interest Addition (Annual) | [0.65%] |
| Premium Expense Charge | [8%] until Attained Age [90], [35%] thereafter |
| Monthly Policy Fee | [\$10.00] in all Policy Years [until Attained Age 100] |
| Monthly Expense Charge | [\$.04] per \$1000 of initial Specified Face Amount during Policy Years [1-10] |

Partial Withdrawal Fee

[\$25.00]

1. POLICY SPECIFICATIONS
(Policy Number 000000001)

[Supplemental Benefits and Rider(s):]

[Supplemental Insurance Rider

Supplemental Insurance Amount (SIA) - [\$250,000]

Minimum Supplemental Insurance Amount - [\$10,000]

SURRENDER CHARGE ON THE SPECIFIED FACE AMOUNT AT THE POLICY DATE

| Policy Year | Surrender Charge |
|--------------------|-------------------------|
| [1 | \$15,550 |
| 2 | 14,930 |
| 3 | 14,300 |
| 4 | 13,650 |
| 5 | 12,980 |
| 6 | 12,280 |
| 7 | 11,570 |
| 8 | 10,840 |
| 9 | 10,080 |
| 10 | 9,300 |
| 11 | 8,500 |
| 12 | 7,670 |
| 13 | 6,820 |
| 14 | 5,940 |
| 15 | 5,030] |

**2A. TABLE OF DEATH BENEFIT PERCENTAGES
(Policy Number 000000001)**

| Policy Year | Percentage | Policy Year | Percentage |
|--------------------|-------------------|--------------------|-------------------|
| [1 | 250% | 34 | 117% |
| 2 | 250% | 35 | 116% |
| 3 | 250% | 36 | 115% |
| 4 | 250% | 37 | 113% |
| 5 | 250% | 38 | 111% |
| 6 | 250% | 39 | 109% |
| 7 | 243% | 40 | 107% |
| 8 | 236% | 41 | 105% |
| 9 | 229% | 42 | 105% |
| 10 | 222% | 43 | 105% |
| 11 | 215% | 44 | 105% |
| 12 | 209% | 45 | 105% |
| 13 | 203% | 46 | 105% |
| 14 | 197% | 47 | 105% |
| 15 | 191% | 48 | 105% |
| 16 | 185% | 49 | 105% |
| 17 | 178% | 50 | 105% |
| 18 | 171% | 51 | 105% |
| 19 | 164% | 52 | 105% |
| 20 | 157% | 53 | 105% |
| 21 | 150% | 54 | 105% |
| 22 | 146% | 55 | 105% |
| 23 | 142% | 56 | 105% |
| 24 | 138% | 57 | 104% |
| 25 | 134% | 58 | 103% |
| 26 | 130% | 59 | 102% |
| 27 | 128% | 60 | 101% |
| 28 | 126% | 61 | 100% |
| 29 | 124% | 62 | 100% |
| 30 | 122% | 63 | 100% |
| 31 | 120% | 64 | 100% |
| 32 | 119% | 65+ | 100%] |
| 33 | 118% | | |

**2B. TABLE OF GUARANTEED MAXIMUM COST OF INSURANCE RATES
PER \$1000 OF NET AMOUNT AT RISK
(Policy Number 000000001)**

| Policy Year | Monthly Rate | Policy Year | Monthly Rate |
|--------------------|---------------------|--------------------|---------------------|
| [1 | \$ 0.08167 | 44 | \$ 1.68083 |
| 2 | 0.08000 | 45 | 1.85000 |
| 3 | 0.07750 | 46 | 2.03167 |
| 4 | 0.06000 | 47 | 2.23083 |
| 5 | 0.05000 | 48 | 2.44000 |
| 6 | 0.02583 | 49 | 2.66167 |
| 7 | 0.02917 | 50 | 2.90750 |
| 8 | 0.03250 | 51 | 3.17583 |
| 9 | 0.03667 | 52 | 3.47000 |
| 10 | 0.04083 | 53 | 3.78667 |
| 11 | 0.04667 | 54 | 4.12750 |
| 12 | 0.05083 | 55 | 4.48500 |
| 13 | 0.05750 | 56 | 15.66322 |
| 14 | 0.06500 | 57 | 16.94312 |
| 15 | 0.07250 | 58 | 18.28068 |
| 16 | 0.08500 | 59 | 19.69542 |
| 17 | 0.09417 | 60 | 21.19403 |
| 18 | 0.10333 | 61 | 22.77289 |
| 19 | 0.11417 | 62 | 24.22200 |
| 20 | 0.12583 | 63 | 25.77166 |
| 21 | 0.17917 | 64 | 27.43069 |
| 22 | 0.19750 | 65 | 29.20718 |
| 23 | 0.21833 | 66 | 31.11386 |
| 24 | 0.24083 | 67 | 32.63203 |
| 25 | 0.26583 | 68 | 34.25451 |
| 26 | 0.29667 | 69 | 35.98673 |
| 27 | 0.32917 | 70 | 37.83604 |
| 28 | 0.36500 | 71 | 39.78296 |
| 29 | 0.40417 | 72 | 41.86111 |
| 30 | 0.44583 | 73 | 44.07929 |
| 31 | 0.49250 | 74 | 46.44744 |
| 32 | 0.54167 | 75 | 48.97489 |
| 33 | 0.59667 | 76 | 51.67124 |
| 34 | 0.65667 | 77 | 54.55012 |
| 35 | 0.72083 | 78 | 57.62282 |
| 36 | 0.79333 | 79 | 60.90571 |
| 37 | 0.87083 | 80 | 64.41012 |
| 38 | 0.95833 | 81 | 68.15449 |
| 39 | 1.05250 | 82 | 72.15515 |
| 40 | 1.15417 | 83 | 76.43109 |
| 41 | 1.26583 | 84 | 81.00512 |
| 42 | 1.38917 | 85 | 83.33333 |
| 43 | 1.52833 | 86 | 83.33333] |

3. DEFINITIONS

Account Value: An amount, as described in Section 8, which is used in the determination of the Cash Surrender Value and certain Policy benefits.

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

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

Attained Age: The 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 Insured's death.

Billing Period: The interval of time shown in Section 1 in which we will bill you for the Planned Periodic Premium.

Cash Surrender Value: The Account Value less any Surrender Charge and less any outstanding Policy Debt.

Class: The risk and underwriting classification of the Insured shown in Section 1.

Company: Sun Life Assurance Company of Canada.

Death Benefit: The amount used in determining Policy Proceeds. See Section 7.

Death Benefit Compliance Test: The test shown in Section 1, which is used to determine qualification of this Policy as life insurance under applicable tax law.

Death Benefit Percentages: Percentages by which the Account Value is multiplied in order to determine the minimum Death Benefit necessary to maintain the tax benefits of life insurance specified under applicable tax law. See Sections 2A and 7.

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

Flat Extra Charge: An amount charged for extra mortality which, if any, is shown in Section 1.

Grace Period: A period of time following the date of lapse by reason of insufficient value. See Section 8.

Initial Premium: The Premium amount as shown in Section 1.

Insured: The person on whose life this Policy is issued.

Interest Addition: An increase to the Account Value less Policy Debt as described in Section 8.

Interest Addition Factor: The factor used to determine the Interest Addition shown in Section 1.

Interest Addition Period: The period during which the Interest Addition will apply shown in Section 1.

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

Issue Date: The date from which the Suicide and Incontestability periods are measured. The Issue Date

is shown in Section 1.

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

Monthly Cost of Insurance: An amount deducted from the Account Value on the last day of a Policy Month for the insurance coverage provided by this Policy. See Section 8.

Monthly Deduction: The Monthly Cost of Insurance plus the Monthly Expense Charge and the Monthly Policy Fee.

Monthly Expense Charge: An amount deducted from the Account Value on the Policy Date and on a Monthly Anniversary Day for administration and other expenses as shown in Section 1.

Monthly Policy Fee: An amount deducted from the Account Value on the Policy Date and on a Monthly Anniversary Day for administration and other expenses as shown in Section 1.

Net Amount at Risk: An amount used in determining the Monthly Cost of Insurance. See Section 8.

Net Premium: Premium less the Premium Expense Charge.

Our Principal Office: Sun Life Assurance Company of Canada, 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. See Section 9.

Planned Periodic Premium: The Premium amount shown in Section 1.

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

Policy Date: The date shown 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 upon receipt of Due Proof of the death of the Insured. This amount is the Death Benefit as described in Section 7, decreased by the amount of any outstanding Policy Debt and increased by any amounts payable under any supplemental benefits. If the Insured dies during the Grace Period, we will deduct any Monthly Cost of Insurance, Monthly Expense Charge and Monthly Policy Fee due from the Policy Proceeds.

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.

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

4. GENERAL PROVISIONS

Effective Date of Coverage

The effective date of coverage for this Policy is as follows:

1. For all coverages elected in the Application, the effective date of coverage is the Policy Date shown in Section 1.
2. For 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.
3. For any decrease in the Specified Face Amount, the Anniversary that falls on or next follows the date we receive your request.

Entire Contract

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

Alteration

Sales representatives do not have the authority to alter or 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.

Assignments

During the lifetime of the Insured, you may assign all or some of your rights under this Policy. All assignments must be filed at Our Principal Office 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

If the age or sex of the Insured is stated incorrectly, 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. The Account Value will be recalculated from the effective date of coverage using the Monthly Cost of Insurance rate based on the correct age and sex.

Suicide

If the 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 any Policy Debt and less any Partial Withdrawals.

If the 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 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. In the absence of fraud, after this Policy has been in force during the lifetime of the Insured for a period of two years from its Issue Date, we cannot contest it except for non-payment of Premiums. However, any increase in the Specified Face Amount which is effective after the Issue Date will be incontestable only after such increase has been in force during the lifetime of the Insured for two years from the effective date of each increase. Further, any reinstatement will be incontestable after the reinstated Policy has been in force during the lifetime of the Insured for two years from the effective date of reinstatement.

Report to Owner

We will send you a report at least once each Policy Year. This report will show the current Specified Face Amount, interest rate, Account Value, Cash Surrender Value, interest credited and Death Benefit. It will show Premiums paid and deductions made since the last report. It will also show any 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. OWNERS AND BENEFICIARIES

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 the 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. 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 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.

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

6. PREMIUMS

The Initial Premium is due and payable as of the Policy Date shown in Section 1. Subject to our rules in effect at the time and the terms of this Policy, additional Premiums may be paid to us while this Policy is in force. All Premiums after the Initial Premium are to be paid to us at Our Principal Office. You choose the Planned Periodic Premium to be billed and the Billing Period. Subject to our administrative rules, you may increase or decrease the Planned Periodic Premium or change its payment frequency. You may make Premium payments on other than the due dates of Planned Periodic Premiums. We reserve the right not to accept Premium payments that would cause this Policy to fail to qualify as life insurance under applicable tax law. We also reserve the right to refuse any unscheduled Premium in excess of \$25,000.

We will not accept any Premiums on or after the Monthly Anniversary Day on which the Attained Age of the Insured is 121.

Evidence of the Insured's insurability will be required if acceptance of a Premium will cause a greater increase in the Death Benefit than in the Account Value.

Premium Expense Charge

The Premium Expense Charge will be deducted from each Premium you pay. 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 not to exceed the charge shown in Section 1.

7. 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 Option

The Death Benefit option in effect on the Policy Date is specified in Section 1. The options are:

Option A – Specified Face Amount. The Death Benefit is the greater of:

- (1) the Specified Face Amount; and
- (2) the Account Value multiplied by the applicable Death Benefit Percentage shown in Section 2A.

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

- (1) the Specified Face Amount plus the Account Value; and
- (2) the Account Value multiplied by the applicable Death Benefit Percentage shown in Section 2A.

Option C – Specified Face Amount plus Premiums Paid. The Death Benefit is the greater of:

- (1) the Specified Face Amount plus the sum of all Premiums paid for this Policy; and
- (2) the Account Value multiplied by the applicable Death Benefit Percentage shown in Section 2A.

Method of Determining Death Benefit

The Death Benefit will be determined using the Specified Face Amount and Account Value as of the date of the death of the Insured.

Changes in Specified Face Amount

After the first Policy Year, you may change the Specified Face Amount once each Policy Year. A request for a change must be made in writing to Our Principal Office. The change will be effective on the Anniversary on or next following the date the request for the change is approved.

Decreases in Specified Face Amount

The Specified Face Amount may not decrease to less than the minimum Specified Face Amount shown in Section 1. A decrease in the Specified Face Amount will be applied to the initial Specified Face Amount and to each increase in the 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 request. We will require evidence of the Insured's insurability. The Monthly Deductions for the increased amount will be deducted from this Policy's Account Value automatically.

Changes in the Death Benefit Option

After the first Policy Year, you may change the Death Benefit option once each Policy Year subject to our administrative rules. 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. Requests for a change in the Death Benefit option must be made in writing to Our Principal Office. The change will be effective on the Anniversary on or next following the date the request for the change is approved.

8. ACCOUNT VALUE

Method of Determining Account Value

The Account Value on the Policy Date is equal to the Net Premium less the Monthly Expense Charge and the Monthly Policy Fee. The Account Value is then determined daily by accumulating with interest the Account Value for the prior day, increased by Net Premium, and decreased by Partial Withdrawals, Partial Withdrawal fees and any Surrender Charges. On a Monthly Anniversary Day, the Monthly Expense Charge and the Monthly Policy Fee are deducted from the Account Value. On the last day of a Policy Month, the Monthly Cost of Insurance is deducted from the Account Value.

Monthly Deduction

The Monthly Deductions will cease on the Monthly Anniversary Day at which the Insured's Attained Age equals 121.

Monthly Cost of Insurance

The Monthly Cost of Insurance equals:

1. the Monthly Cost of Insurance rate multiplied by the Net Amount at Risk divided by 1,000; plus
2. the monthly rider cost for any riders, as described in those riders; plus
3. the Flat Extra Charge specified in Section 1, if applicable.

The Net Amount at Risk equals:

1. the Death Benefit; less
2. the Account Value on the last day of the Policy Month just ended prior to the deduction of the Monthly Cost of Insurance.

Cost of Insurance Rates

The Monthly Cost of Insurance rate is based on the Specified Face Amount, the length of time this Policy has been in force, and the Insured's sex, Issue Age and Class on the Policy Date.

If there are increases in the Specified Face Amount other than increases caused by changes in the Death Benefit option, the cost of insurance rates 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.

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 shown in Section 2B for either the initial Specified Face

Amount or any increase or decrease. 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.

Interest Rate

The guaranteed interest rate applied to the Account Value is equal to the Guaranteed Interest Rate shown in Section 1, compounded annually. The current interest rate may exceed the Guaranteed Interest Rate and may be applied at such increased rates and in such manner as we may determine, 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.

The current annual interest rate will be declared on each Anniversary and will remain in effect until the next Anniversary. Interest on the portion of the Account Value which equals the Policy Debt will be credited at the Guaranteed Interest Rate. Interest credited for any portion of a Policy Month will be computed on a compound interest basis at an equivalent rate based on a daily compounding period.

Interest Addition

Additional interest will be determined annually and credited to Account Value less Policy Debt during the Interest Addition Period. The additional interest is the result of a reduction in the interest margin for profit and expenses. The guaranteed interest rate will not be increased by the additional interest rate.

Each Policy Year, the additional interest will be determined as the smaller of (1) or (2), where:

- (1) is the Interest Addition Factor multiplied by the difference between the annual rate of interest we declare for the Policy Year and the annual Guaranteed Interest Rate; and
- (2) is the interest rate shown as the Maximum Interest Addition in Section 1.

Basis of Computation

The minimum Policy Values are based on the Commissioners' 2001 Standard Ordinary Tables, Age Nearest Birthday, Smoker and Non Smoker, Male and Female Tables. These values are equal to or in excess of the minimum required by law. We have filed a detailed statement of our methods for computing Policy values with the insurance department in the jurisdiction where this Policy is delivered.

Insufficient Value

If, on a Monthly Anniversary Day, the Account Value after deducting the Monthly Expense Charge, Monthly Policy Fee and Policy Debt is equal to or less than zero, then this Policy will lapse for no value, subject to the Grace Period provision.

Grace Period

If, on a Monthly Anniversary Day, this Policy will lapse by reason of insufficient value, we will allow a Grace Period. This Grace Period will allow 61 days from the date of lapse for the payment of a Premium sufficient to keep this Policy in force for two Policy Months following the date the insufficient value was determined. Notice of the amount due will be mailed at least 31 days before the end of the Grace Period to your last known address and the last known address of any assignee of record.

This Policy will remain in force during the Grace Period.

Age 121 Continuation

If the Insured is alive on the Monthly Anniversary Day on which the Attained Age of the 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 Insured regardless of the amount of Account Value. The Death Benefit after that date will continue to be based on the Death Benefit as described in Section 7. As of that date, no more Premiums will be accepted and the Monthly Cost of Insurance, Monthly Expense Charge and Monthly Policy Fee will cease. Any Policy Debt will continue and interest on Policy loans will continue to be charged.

You should note that this Policy may not qualify as life insurance after the Insured's Attained Age 100, which may result in adverse tax consequences. Consult your tax advisor prior to continuing this Policy beyond Insured's Attained Age 100.

9. POLICY BENEFITS

Benefits at Death

The Policy Proceeds will be paid in a lump sum upon our receipt of Due Proof of the Insured's death. 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.

Cash Surrender Value

You may surrender this Policy for its Cash Surrender Value at any time. A Surrender Charge, calculated separately for the initial Specified Face Amount and for each increase, if any, will be applied, except that a Surrender Charge will not be applied to an increase in the Specified Face Amount resulting from a change in the Death Benefit option. The Surrender Charges for the initial Specified Face Amount are shown in Section 1.

Surrender Charge on Decrease in Specified Face Amount

A Surrender Charge will be deducted from the Account Value for each decrease in Specified Face Amount, except for a decrease resulting from a Partial Withdrawal, if the decrease reduces the Net Amount at Risk.

The amount of the Surrender Charge will be equal to the Surrender Charge shown in Section 1 for the Policy Year in which the decrease is made, multiplied by (1) divided by (2), where:

- (1) is the decrease in the Net Amount at Risk;
- (2) is the Net Amount at Risk immediately prior to the decrease in Specified Face Amount.

Future Surrender Charges will be reduced proportionately by any Surrender Charge on Decrease in Specified Face Amount incurred.

Partial Withdrawal

Beginning in the second Policy Year, you may make a Partial Withdrawal from this Policy once each Policy Year. The maximum amount of each Partial Withdrawal is the Cash Surrender Value on the date we receive your request. The Specified Face Amount will be reduced to the extent necessary so that (1) does not exceed (2), where:

- (1) is the Death Benefit minus the Account Value immediately after the Partial Withdrawal; and
- (2) is the Death Benefit minus the Account Value immediately before the Partial Withdrawal.

However, the Specified Face Amount remaining in force must be no lower than the Minimum Specified Face Amount shown in Section 1.

A Partial Withdrawal Fee shown in Section 1 applies to each Partial Withdrawal. The Account Value will be reduced by the amount of the Partial Withdrawal plus the Partial Withdrawal Fee.

Policy Loan

You may request a Policy loan. The maximum Policy loan is equal to:

- 1. the Cash Surrender Value, less
- 2. the Monthly Deduction multiplied by the number of months remaining in the current Policy Year; less
- 3. the accrued interest owing on Policy Debt to the next Anniversary.

Loan Interest Rate Charged

Interest on all Policy loans will accrue at the Loan Interest Rate Charged shown in Section 1 and shall be due and payable on each Policy Anniversary. Any unpaid interest will be added to the principal amount of the Policy loan at each Policy Anniversary, and will accrue interest at the then applicable rate in the same manner as the Policy loan.

Loan Interest Rate Credited

Policy loans will earn interest at the Guaranteed Interest Rate shown in Section 1.

Repayment

We will accept repayment of any Policy loan at any time prior to the Insured's death. When the Policy Proceeds become due, we will deduct the Policy Debt from the amount due.

Deferral of Payment

We reserve the right to defer payment of the Cash Surrender Value, Policy loan or Partial Withdrawal amount for a period not exceeding six months from the date we receive your request. We will not defer payment if the Policy loan is to be used to pay Premiums on any Policy with 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 of the Grace Period without our receipt of sufficient Premium, or the date of death of the Insured.

Reinstatement

If this Policy terminates, other than for cash surrender, you may reinstate it within five years of the date of termination. To reinstate, the following requirements must be received:

1. Satisfactory evidence of the Insured's insurability; and
2. An amount sufficient to put this Policy in force.

An amount sufficient to put this Policy in force is equal to:

1. All Monthly Deductions unpaid for the period prior to the date of Policy termination; plus
2. Monthly Deductions to keep this Policy in force for two Policy Months.

Policy Debt must be repaid or reinstated. The effective date of a reinstated Policy will be the date we approve your request for reinstatement.

SUN LIFE ASSURANCE COMPANY OF CANADA

U.S. Headquarters Office:
One Sun Life Executive Park
Wellesley Hills, MA 02481
800-225-3950
Head Office:
Toronto, Canada

FLEXIBLE PREMIUM UNIVERSAL LIFE INSURANCE POLICY

Policy Proceeds are payable upon receipt of Due Proof of the Insured's death and while this Policy is in force.

Premiums payable to the Insured's Attained Age 121.

Does not participate in dividends.



SERFF Tracking Number: SUNL-127081369 State: Arkansas
 Filing Company: Sun Life Assurance Company of Canada State Tracking Number: 48326
 Company Tracking Number: CAUL-2011
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: CAUL-2011
 Project Name/Number: CAUL-2011/CAUL-2011

Supporting Document Schedules

| | Item Status: | Status Date: |
|--|---------------------|-------------------------|
| <p>Satisfied - Item: Flesch Certification</p> <p>Comments:</p> <p>Attachment: AR Certification of Compliance-Reg 19.pdf</p> | | |

| | Item Status: | Status Date: |
|--|---------------------|-------------------------|
| <p>Satisfied - Item: Application</p> <p>Comments: Please refer to the filing description for this information.</p> | | |

| | Item Status: | Status Date: |
|---|---------------------|-------------------------|
| <p>Satisfied - Item: Certifications</p> <p>Comments:</p> <p>Attachments: AR Actuarial Certification of Compliance.pdf AR EXHIBIT A.pdf AR Certification of Compliance-Reg 19.pdf</p> | | |

| | Item Status: | Status Date: |
|--|---------------------|-------------------------|
| <p>Satisfied - Item: Statement of Variability</p> <p>Comments:</p> <p>Attachment: CAUL-2011 SOV - Final 3-21-11.pdf</p> | | |

**STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE**

Company Name: Sun Life Assurance Company of Canada

Form Title(s): Flexible Premium Universal Life Insurance Policy

Form Number(s): CAUL-2011

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



Ronald Klein, FSA, MAAA
Assistant Vice President, Life Product Management

March 17, 2011

Date

SUN LIFE ASSURANCE COMPANY OF CANADA

STATE OF ARKANSAS

ACTUARIAL CERTIFICATION OF COMPLIANCE

Form(s): CAUL-2011

I hereby certify that I have reviewed Sections 6 of Arkansas Regulation 34 pertaining to Flexible Premium Universal Life Insurance. I certify that the reserves held under the Policy Form Shall be at least as great as the minimum required by Section 6 and shall not be less than the Cash Surrender Value of each contract. Furthermore, the Cash Surrender Value shall be at least as great as the minimum Cash Surrender Value required by Regulation 34.

Signature of Qualified Actuary:



Name (typed or printed):

Michael Polonsky, FSA, MAAA

Title or business affiliation:

Product and Pricing Director

Date:

March 21, 2011

EXHIBIT A (REVISED)

**CONSENT TO SUBMIT RATES
AND/OR COST BASES FOR APPROVAL**

NAME OF COMPANY: Sun Life Assurance Company of Canada

FORM NUMBER(S): CAUL-2011

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.



Ronald Klein, FSA, MAAA
Assistant Vice President, Life Product Management

March 17, 2011

Date

**STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE**

Company Name: Sun Life Assurance Company of Canada

Form Title(s): Flexible Premium Universal Life Insurance Policy

Form Number(s): CAUL-2011

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



Ronald Klein, FSA, MAAA
Assistant Vice President, Life Product Management

March 17, 2011

Date

**Sun Life Assurance Company of Canada
Statement of Variability**

Form #: CAUL-2011

Revision Date: March 21, 2011

Variability denoted by bracketing

| Page No. | Field | Scope of Variation |
|----------|----------------------|---|
| 1 | Headquarters Address | This will vary if the address changes. |
| 1 | Toll Free Number | This will vary if the number changes. |
| 1 | PerformULator | The product marketing name may vary. Variability only intended for a future change by the Company. Any such change would apply to new issues on a going forward basis only. |
| 1 | Insured | Hypothetical - John Doe specimen information. |
| 1 | Policy Number | Hypothetical - John Doe specimen information. |
| 1 | Officers | These will vary if officers change. |
| 3 | Insured | Hypothetical - John Doe specimen information. |
| 3 | Policy Number | Hypothetical - John Doe specimen information. |
| 3 | Issue Age, Sex | Issue Age Range = 18 – 85. Sex Range = Male and Female. Variability for insured specific information and the issue ages allowed. |
| 3 | Class | Variability Range = Preferred Non Tobacco, Super Preferred Non Tobacco, Standard Non Tobacco, Preferred Tobacco, Standard Tobacco. In the case of a Sub Standard Rating then the classification appears with the additional text of "With Extra Charges" Variability based on insured-specific underwriting evaluation. |
| 3 | Table Rating | Variability Range = 125% - 750% This field and the information provided will print if the Class is a Rated Class. If no rating, then this text will not print. |

| Page No. | Field | Scope of Variation |
|----------|-------------------------------|--|
| 3 | Flat Extra Charge | Variability Range: Charge per \$1,000 = \$0.01 - \$50 Amount = Specified Face or Supplemental Insurance Amount Policy Years = 1 - 99 This field and the information provided will print if an amount is charged for extra mortality for any defined period of time. If no charge, then this text will not print. |
| 3 | Specified Face Amount | Hypothetical - John Doe specimen information. Variability determined by the policy owner's request and insured's risk class, subject to the Minimum Specified Face Amount. |
| 3 | Minimum Specified Face Amount | Variable Amount Range = \$50,000 - \$300,000 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. |
| 3 | Death Benefit Compliance Test | Variable Range: Cash Value Accumulation Test or Guideline Premium Test. Variability based on the death benefit compliance test elected by the policy owner. |
| 3 | Death Benefit Option | Variable Range: Option A – Specified Face Amount, Option B – Specified Face Amount plus Account Value, Option C – Specified Face plus cumulative Premiums paid. Variability based on the death benefit option elected by the policy owner. |
| 3 | Initial Premium | Hypothetical - John Doe specimen information. Variability based on minimum and maximum allowed. |
| 3 | Planned Periodic Premium | Hypothetical - John Doe specimen information. Variability based on amount to be billed as elected by the policy owner. |
| 3 | Billing Period | Variable Range: Annually, Semi-Annually, Quarterly or Monthly. Variability determined by the policy owner. The billing period is elected by the policy owner. |
| 3 | Issue Date | Hypothetical - John Doe specimen information. |
| 3 | Policy Date | Hypothetical – John Doe specimen information. |
| 3 | Owner | Hypothetical - John Doe specimen information. |

| Page No. | Field | Scope of Variation |
|----------|------------------------------------|--|
| 3 | Guaranteed Interest Rate (Annual) | Variable Range = 1% - 5% 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. |
| 3 | Loan Interest Rate Charged | Variable Range: Rate = 1% - 8% 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. |
| 3 | Interest Addition Factor | Variable Range = 0.25 – 0.75 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. |
| 3 | Interest Addition Period | Variable Range = Policy Year 1 - All Policy Years 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. |
| 3 | Maximum Interest Addition (Annual) | Variable Range = 0.10% - 1% 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. |
| 3 | Premium Expense Charge | Variable Range: Rate = 5% - 35% Attained Age = 75 – 121 35% thereafter = 5% - 35% 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. |
| 3 | Monthly Policy Fee | Variable Range: Rate = \$5.00 - \$20.00 Attained Age = 100 - 121 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. |

| Page No. | Field | Scope of Variation |
|----------|--|--|
| 3 | Monthly Expense Charge | Variable Range: Rate = \$0.02 - \$20.00 Policy Years = 1 - All 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. |
| 4 | Partial Withdrawal Fee | Variable Range: \$0.01 - \$50 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. |
| 5 | Supplemental Benefits and Rider(s): | Variability to show any approved and available rider elected by the policy owner will appear. |
| 5 | Supplemental Insurance Rider | Hypothetical - John Doe specimen information. This rider and corresponding information will print if elected by the Owner. |
| 5 | Supplemental Insurance Face Amount | Hypothetical - John Doe specimen information. Variability determined by the policy owner's request and insured's risk class, subject to the Minimum Supplemental Face Amount. |
| 5 | Minimum Supplemental Insurance Amount | Variable Amount Range = \$10,000 - \$300,000 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. |
| 6 | Surrender Charge on the Specified Face Amount at the Policy Date | Hypothetical – John Doe specimen information. Variable Range = \$0 - \$30 per thousand of Specified Face Amount Variability for Policy Year based on Insured's age, sex, duration and risk class. |
| 6 | 2A. Table of Death Benefit Percentages | Hypothetical – John Doe specimen information. Variability based on the Death Benefit Compliance Test elected, specified within the IRS code. Any such change would apply to new issues on a going forward basis only. |
| 7 | 2B. Table of Guaranteed Maximum Monthly Cost of Insurance Rates per \$1000 of Net Amount at Risk | Hypothetical - John Doe specimen information. Variability for Policy Year and Monthly Rate is determined by the insured's age, sex, duration, and risk class. Maximum guaranteed rates are shown for the hypothetical insured. |