

SERFF Tracking Number: SUNL-127189937 State: Arkansas
 Filing Company: Sun Life Assurance Company of Canada (U.S.) State Tracking Number: 48962
 Company Tracking Number: SL SOLUTIONS
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: SL Solutions
 Project Name/Number: SL Solutions/SL Solutions

Filing at a Glance

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

Product Name: SL Solutions SERFF Tr Num: SUNL-127189937 State: Arkansas
 TOI: A03I Individual Annuities - Deferred Variable SERFF Status: Closed-Approved- Closed State Tr Num: 48962
 Sub-TOI: A03I.002 Flexible Premium Co Tr Num: SL SOLUTIONS State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird
 Disposition Date: 06/20/2011
 Authors: Margaret Carvalho, Thomas Miele, Christopher McAuliffe, Pat Squillacioti
 Date Submitted: 06/02/2011 Disposition Status: Approved-Closed
 Implementation Date Requested: Implementation Date:
 State Filing Description:

General Information

Project Name: SL Solutions Status of Filing in Domicile: Pending
 Project Number: SL Solutions Date Approved in Domicile:
 Requested Filing Mode: Review & Approval Domicile Status Comments:
 Explanation for Combination/Other: Market Type: Individual
 Submission Type: New Submission Individual Market Type:
 Overall Rate Impact: Filing Status Changed: 06/20/2011
 State Status Changed: 06/20/2011
 Deemer Date: Created By: Pat Squillacioti
 Submitted By: Margaret Carvalho Corresponding Filing Tracking Number:
 Filing Description:
 Forms Submitted for Approval

11-VA-C-01-AR - Flexible Premium Variable Annuity
 11-VA-SP-01 - Alternate Specification Pages
 11-VA-SP-02 - Alternate Specification Pages
 11-VA-SP-03 - Alternate Specification Pages
 11-VA-R-01 – Guaranteed Minimum Withdrawal Benefit Rider
 11-VA-E-01 – Death Benefit Endorsement

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11-VA-E-02 – Death Benefit Endorsement
11-VA-E-03 – Contract Endorsement
11-VA-E-04 – Contract Endorsement
11-VA-AP-01 – Variable Annuity Application
11-VA-EAP-01-AR – E-Business Application

Dear Sir or Madam:

We submit the above referenced forms for your review and approval. These forms are new and do not replace any other forms previously approved. These forms are intended to comply with all laws, rules, bulletins and published guidelines applicable to these forms. They have been filed and are pending with our domiciliary state of Delaware. They are submitted in final printed form and are subject only to minor modifications in paper stock, ink, and adaptation to computer printing.

Flexible Premium Variable Annuity Contract

11-VA-C-01-AR

This is a new flexible premium variable annuity base contract that will be used in connection with three separate and distinct alternate specification pages as described below. The issue ages for this annuity are ages 0 - 85. This form is intended to comply with standards.

Alternate Contract Specifications

Each of the three new contract specifications contains its own unique set of withdrawal charges and annual asset charges. The contract specifications that get issued with contract form 11-VA-C-01-AR will be based on the withdrawal charge option selected at the time of application.

11-VA-SP-01

This Contract Specifications provides for a 5-Year Withdrawal Charge schedule and includes a Purchase Payment Charge.

11-VA-SP-02

This Contract Specifications provides for a 7-Year Withdrawal Charge schedule and includes a Purchase Payment Charge.

11-VA-SP-03

This Contract Specifications provides for a 9-Year Withdrawal Charge schedule.

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Rider

11-VA-R-01

This guaranteed minimum withdrawal benefit rider provides lifetime income; a guaranteed amount up to which the owner may withdraw, and income protection against the risk of a decline in investments value. There is a monthly charge for this rider based on either the Single-Life option or the Joint-Life option. The issue ages for this rider are 40 - 85. If elected by the applicant, this rider will be made part of the contract effective on the Rider Date.

Endorsements

11-VA-E-01

This optional death benefit endorsement provides for a death benefit equal to the greater of the contract value; and the total purchase payments adjusted for any withdrawals. There is a charge for this optional enhanced death benefit. The issue ages for this endorsement are generally ages 0 - 80, but ages 40 - 80 apply when the guaranteed minimum withdrawal benefit rider form 11-VA-R-01 is elected. If elected by the applicant, this endorsement will be made part of the contract at issue.

11-VA-E-02

This optional death benefit endorsement provides for a death benefit equal to the greatest of the contract value; total purchase payments adjusted for any withdrawals; and the highest contract value on any anniversary before the 81st birthday, adjusted for payments and withdrawals. There is a charge for this optional enhanced death benefit. The issue ages for this endorsement are generally ages 0 - 74, but ages 40 - 74 apply when the guaranteed minimum withdrawal benefit rider form 11-VA-R-01 is elected. If elected by the applicant, this endorsement will be made part of the contract at issue.

11-VA-E-03

This endorsement will be automatically attached to the contract at issue and provides for participation in the Dollar Cost Averaging (DCA) program. This optional program allows for automatic transfers of a portion of the contract value to be made in periodic installments to one or more sub-accounts. There is no charge for participating in the DCA program.

11-VA-E-04

This endorsement will be automatically attached to the contract at issue and provides for withdrawal charges to be waived upon full surrender while the owner is confined to an eligible nursing home. There is no charge for this benefit.

Applications

11-VA-AP-01

This variable annuity application will be used to offer the enclosed contract form 11-VA-C-01-AR.

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Project Name/Number: SL Solutions/SL Solutions

11-VA-EAP-01-AR

This variable annuity application will be used to offer the enclosed contract form 11-VA-C-01-AR. This application is for use when the applicant's data is entered electronically. Once all entries have been completed a printed copy of this application is generated for verification. It is signed by the applicant and faxed to us.

The following forms will also be used with this product. They have been previously approved by the Department as noted below:

Form Number	Title	SERFF Number	Approval Date
QUAL-2010	Qualified Contract Provisions Endorsement	SUNL-126883125	11/4/2010
403(b)-2010	403(b)(1) Annuity Endorsement	SUNL-126883125	11/4/2010

The enclosed forms include 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 forms will be administered as described in the enclosed statements of variable material and in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

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

These forms are used with products regulated as a security by the Securities and Exchange Commission (SEC) which are not subject to readability requirements.

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 (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:

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Product Name: SL Solutions
Project Name/Number: SL Solutions/SL Solutions
Wellesley Hills, MA 02481 FEIN Number: 04-2461439
(800) 432-1102 ext. [Phone]

Filing Fees

Fee Required? Yes
Fee Amount: \$550.00
Retaliatory? No
Fee Explanation: 50.00x 11= \$550.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Sun Life Assurance Company of Canada (U.S.)	\$550.00	06/02/2011	48273161

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	06/20/2011	06/20/2011

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	06/13/2011	06/13/2011	Margaret Carvalho	06/14/2011	06/14/2011

SERFF Tracking Number: SUNL-127189937 *State:* Arkansas
Filing Company: Sun Life Assurance Company of Canada (U.S.) *State Tracking Number:* 48962
Company Tracking Number: SL SOLUTIONS
TOI: A031 Individual Annuities - Deferred Variable *Sub-TOI:* A031.002 Flexible Premium
Product Name: SL Solutions
Project Name/Number: SL Solutions/SL Solutions

Disposition

Disposition Date: 06/20/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: SUNL-127189937 State: Arkansas
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 Product Name: SL Solutions
 Project Name/Number: SL Solutions/SL Solutions

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statements of Variability		Yes
Form	Flexible Premium Variable Annuity		Yes
Form	Alternate Contract Specifications		Yes
Form	Alternate Contract Specifications		Yes
Form	Alternate Contract Specifications		Yes
Form	Guaranteed Minimum Withdrawal Benefit Rider		Yes
Form	Death Benefit Endorsement		Yes
Form	Death Benefit Endorsement		Yes
Form	Contract Endorsement		Yes
Form	Contract Endorsement		Yes
Form	Variable Annuity Application		Yes
Form	E-Business Application		Yes

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TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: SL Solutions
Project Name/Number: SL Solutions/SL Solutions

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 06/13/2011
Submitted Date 06/13/2011
Respond By Date 07/13/2011

Dear Margaret Carvalho,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

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

Please feel free to contact me if you have questions.

Sincerely,
Linda Bird

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Response Letter

Response Letter Status Submitted to State
Response Letter Date 06/14/2011
Submitted Date 06/14/2011

Dear Linda Bird,

Comments:

Thank you for taking the time to speak with me this afternoon. Please see my responses below.

Response 1

Comments: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Response:

Please be advised our policies are in compliance with ARK. Code Ann. 23-79-138 in that the required information will accompany every policy.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Response:

We hereby confirm that Life and Health guaranty notice is given to each policy owner and therefore we are in compliance with Regulation 49.

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

Response:

We hereby confirm that Regulation 6 has been reviewed and that the company is in compliance.

Related Objection 1

Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

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

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thank you for your continued attention to this filing.

Margaret Carvalho

Sincerely,

Christopher McAuliffe, Margaret Carvalho, Pat Squillacioti, Thomas Miele

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Form Schedule

Lead Form Number: 11-VA-C-01-AR

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	11-VA-C-01-AR	Policy/Cont	Flexible Premium ract/Fratern Variable Annuity al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	11-VA-C-01-AR - Final 5-24-11.pdf
	11-VA-SP-01	Schedule Pages	Alternate Contract Specifications	Initial		0.000	11-VA-SP-01 5Yr Spec Pages Final 5-25-11.pdf
	11-VA-SP-02	Schedule Pages	Alternate Contract Specifications	Initial		0.000	11-VA-SP-02 7Yr Spec Pages Final 5-25-11.pdf
	11-VA-SP-03	Schedule Pages	Alternate Contract Specifications	Initial		0.000	11-VA-SP-03 9Yr Spec Pages Final 5-25-11.pdf
	11-VA-R-01	Policy/Cont	Guaranteed ract/Fratern Minimum Withdrawal al Benefit Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	11-VA-R-01 - Final 5-24-11.pdf
	11-VA-E-01	Policy/Cont	Death Benefit	Initial		0.000	11-VA-E-01 -

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	ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider			Final 5-24- 11.pdf
11-VA-E-02	Policy/Cont Death Benefit ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	11-VA-E-02 - Final 5-24- 11.pdf
11-VA-E-03	Policy/Cont Contract ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	11-VA-E-03 - Final 5-24- 11.pdf
11-VA-E-04	Policy/Cont Contract ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	11-VA-E-04 - Final 5-24- 11.pdf
11-VA-AP- 01	Application/Variable Annuity Enrollment Application Form	Initial	0.000	11-VA-AP- 01.pdf

<i>SERFF Tracking Number:</i>	<i>SUNL-127189937</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Sun Life Assurance Company of Canada (U.S.)</i>	<i>State Tracking Number:</i>	<i>48962</i>
<i>Company Tracking Number:</i>	<i>SL SOLUTIONS</i>		
<i>TOI:</i>	<i>A031 Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A031.002 Flexible Premium</i>
<i>Product Name:</i>	<i>SL Solutions</i>		
<i>Project Name/Number:</i>	<i>SL Solutions/SL Solutions</i>		
	11-VA- Application/ E-Business	Initial	0.000
	EAP-01-AR Enrollment Application		
	Form		
			11-VA-EAP-01-AR.pdf

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

Executive Office:
[One Sun Life Executive Park]
[Wellesley Hills, Massachusetts 02481]

Home Office:
[Wilmington, Delaware]

Sun Life Financial Annuity Service Center:
[112 Worcester Street]
[Wellesley Hills, MA 02481]

[(800) 752-7216]
[www.sunlife.com/us]

The Company will pay an annuity commencing on the Annuity Income Date by applying the Contract Value in accordance with the settlement provisions.

If an Owner dies while this Contract is in effect and before the Annuity Income Date, the Company will pay a death benefit to the Beneficiary upon receipt of Due Proof of Death of the Owner.

Under certain circumstances, if the Owner dies prior to the Annuitant and before the Annuity Income Date, a distribution is required by law.

All payments will be made in the manner set forth in this Contract.

Signed by the Company at its Executive Office on the Issue Date.



[
[Westley V. Thompson], [President]



[
[Michael S. Bloom, Secretary]

Flexible Payment Individual Variable Deferred Annuity Contract Nonparticipating

ALL PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT WHEN BASED ON THE INVESTMENT EXPERIENCE OF THE VARIABLE ACCOUNT ARE VARIABLE, ARE NOT GUARANTEED AS TO DOLLAR AMOUNT AND WILL INCREASE OR DECREASE WITH INVESTMENT EXPERIENCE.

RIGHT TO EXAMINE CONTRACT. Please read this Contract. If not satisfied with it, the Owner may, within 10 days (30 days if replacement) after its receipt, return it by delivering or mailing it to the Annuity Service Center Mailing Address indicated above or to the agent through whom the Owner purchased this Contract. Immediately upon receipt of this Contract by the Company, this Contract will be deemed void as though it had never been applied for, and a full refund of Purchase Payments made will be refunded to the Owner.

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2. DEFINITIONS

Accumulation Phase: The period before the Annuity Income Date when Purchase Payments are made.

Annuitant: The natural person(s) on whose life annuity benefits are based.

Annuity Income Date: The date on which the first annuity payment is to be made.

Beneficiary: Prior to the Annuity Income Date, the person or entity having the right to receive the death benefit set forth in this Contract and who, in the event of an Owner's death, is the "designated Beneficiary" for purposes of Section 72(s) of the Code. After the Annuity Income Date, the person or entity having the right to receive any payments due under the Annuity Option elected, if applicable, upon the death of the Annuitant.

Business Day: Any day the New York Stock Exchange (NYSE) is open for regular trading, or any other day we value Variable Accumulation Units.

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

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

Contract Anniversary: The same date in each succeeding year that corresponds to the Issue Date.

Contract Year: A period of 365 days (366 days if a leap year) first measured from the Issue Date.

Death Benefit Date: The date on which the Company receives Due Proof of Death.

Due Proof of Death: An original or an originally certified copy of an official death certificate or an original certified copy of a decree of a court of competent jurisdiction as to the finding of death, and any other information or documentation required by the Company that is necessary to make payment, such as a payment election from at least one beneficiary in good order, taxpayer identification numbers, beneficiary names and addresses, or state inheritance tax waivers.

Eligible Fund(s): One or more open-end management investment companies or "mutual funds" registered under the Investment Company Act of 1940, in which assets of a Subaccount may be invested.

Fixed Account: Part of the General Account of the Company, consisting of all assets of the Company other than those allocated to a separate account of the Company.

Fixed Annuity: An annuity with payments that do not vary as to dollar amount.

Income Phase: The period that begins on the Annuity Income Date and during which annuity payments are made.

Issue Date: The date on which this Contract becomes effective.

Net Investment Factor: An index applied by the Company to measure the investment performance of a Subaccount from one Valuation Period to the next.

Non-Qualified Contract: A contract not issued under a Qualified Plan.

Owner ("you", "your"): The person(s) or entit(y/ies) entitled to the ownership rights stated in this Contract and in whose name or names this Contract is issued.

Purchase Payment: The amount paid to the Company as consideration for the benefits provided by this Contract.

Qualified Contract: A contract used in connection with a retirement plan that receives favorable tax treatment under Sections 401, 403, 408, 408A, or 457 of the Internal Revenue Code.

Subaccount: Divisions of the Variable Account, each of which invests in shares of a single Eligible Fund.

Surrender Value: The Contract Value less any premium taxes, Annual Contract Fee, and withdrawal charges.

Valuation Period: Begins at the close of regular trading on the NYSE each Business Day and ends at the close of such trading on the next Business Day.

Variable Account: 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 assets of the Company.

Variable Accumulation Unit: A unit of measure used to calculate your Contract Value allocated to the Variable Account prior to your Annuity Income Date.

Variable Annuity: An annuity with payments which vary as to dollar amount in relation to the investment performance of specified Subaccounts of the Variable Account.

Variable Annuity Unit: A unit of measure used to calculate the amount of Variable Annuity payments.

3. ACCOUNTS

General Account

The general account consists of all of the Company's assets other than those allocated to one or more separate accounts. Purchase Payments allocated to the DCA Fixed Account will be held in the general account prior to being allocated to the Subaccounts selected by you.

Variable Account and Subaccounts

Eligible Funds allocated to the Variable Account during both the Accumulation Phase and the Income Phase under this contract are held in Sun Life of Canada (U.S.) Variable Account K. The Company has registered the Variable Account as a unit investment trust under the Investment Company Act of 1940. That portion of the assets of the Variable Account equal to the reserves and other contract liabilities with respect to the Variable Account shall not be chargeable with liabilities arising out of any other business the Company may conduct.

The assets of the Variable Account are divided into Subaccounts. Each Subaccount invests exclusively in shares of a designated portfolio of an Eligible Fund. The values of the Variable Accumulation Units and the Variable Annuity Units reflect the investment performance of the Subaccounts.

Ownership of Assets

The Company shall have exclusive and absolute ownership and control of its assets, including all assets of the Variable Account. The Company reserves the right to transfer the assets of the Variable Account, in excess of the reserves and other policy liabilities with respect to the Variable Account, to another Variable Account or to the Company's General Account.

Investments of the Subaccounts

All amounts allocated to a Subaccount of the Variable Account will be used to purchase shares of a specific portfolio of an Eligible Fund. Eligible Funds may be subsequently added or deleted. Each Eligible Fund is an open-end investment company ("mutual fund") registered under the Investment Company Act of 1940. Any and all distributions made by an Eligible Fund with respect to shares held by a Subaccount will be reinvested to purchase additional shares of that portfolio at net asset value. Deductions from the Subaccounts will, in effect, be made by reducing the number of Variable Accumulation Units attributable to the Contract Value. Each Subaccount will be fully invested in Eligible Fund shares at all times.

4. PURCHASE PAYMENTS

Payments

All Purchase Payments must be paid to the Company at its Annuity Service Center Mailing Address. The amount of the initial Purchase Payment is shown on the Contract Specifications. Each subsequent Purchase Payment must be at least the Minimum Subsequent Purchase Payment specified on the Contract Specifications. In addition, the prior approval of the Company is required before it will accept a Purchase Payment which would cause the total Purchase Payments to exceed the Maximum Total Purchase Payments specified on the Contract Specifications.

After the first Contract Year, the Company reserves the right not to accept any Purchase Payment. The Company will not allow any subsequent Purchase Payments if any Owner or Annuitant is older than the Maximum Age for Subsequent Purchase Payments shown on the Contract Specifications.

Contract Continuation

The Contract will be continued in full force during the lifetime of the Owner until the Annuity Income Date or until this Contract terminates.

Allocation of Purchase Payments

The Company allocates each Purchase Payment according to the allocation specified in the Application, or as later changed by the Owner.

The allocation for the initial Purchase Payment is shown on the Contract Specifications. The Owner may change the allocation for new Purchase Payments by giving notice of the change to the Company, in accordance with the Company's procedures then in effect. The Owner may effect such change directly, or through an authorized third party, subject to the Company's approval, and subject to adherence to such Company procedures as may be adopted from time to time. Any change will take effect with the first Purchase Payment received with or after receipt of notice of the change by the Company and will continue in effect until subsequently changed.

5. CONTRACT VALUES DURING ACCUMULATION PHASE

Contract Value

The value of all Variable Accumulation Units in this Contract plus any amounts in the DCA Fixed Account.

Crediting Variable Accumulation Units

When the Company receives a Purchase Payment for allocation to a Subaccount, that amount will be credited to this Contract in the form of Variable Accumulation Units. The number of particular Variable Accumulation Units that the Company credits is determined by dividing the dollar amount allocated to the particular Subaccount by the Variable Accumulation Unit value of the particular Subaccount for the Valuation Period during which the Company receives the Purchase Payment.

Variable Accumulation Unit Value

The Company determines the Variable Accumulation Unit value for each Subaccount for any Valuation Period by multiplying the Variable Accumulation Unit value for each Subaccount for the immediately preceding Valuation Period by the Net Investment Factor for the particular Subaccount for such subsequent Valuation Period. The Variable Accumulation Unit value for each Subaccount for any Valuation Period is the value determined as of the end of the particular Valuation Period and may increase, decrease or remain constant from Valuation Period to Valuation Period in accordance with the Net Investment Factor described below.

Variable Accumulation Value

The variable accumulation value, if any, for any Valuation Period is equal to the sum of the value of all Variable Accumulation Units of each Subaccount credited for such Valuation Period. The variable accumulation value of each Subaccount is determined by multiplying the number of Variable Accumulation Units, if any, credited to each Subaccount by the Variable Accumulation Unit value of the particular Subaccount for such Valuation Period.

Net Investment Factor

The Net Investment Factor is applied to measure the investment performance of a Subaccount from one Valuation Period to the next. The Net Investment Factor may be greater than, less than, or equal to one; therefore, the Variable Accumulation Unit value may increase, decrease or remain unchanged.

The Net Investment Factor for any Subaccount for any Valuation Period is determined by dividing (a) by (b) and then subtracting (c) from the result where:

(a) is the net result of:

1. the net asset value of an Eligible Fund share held in the Subaccount determined as of the end of the current Valuation Period, plus
2. the per share amount of any dividend or other distribution declared by the Eligible Fund on the shares held in the Subaccount if the ex-dividend date occurs during the Valuation Period, plus or minus
3. a per share credit or charge with respect to any taxes paid or reserved for by the Company during the Valuation Period which are determined by the Company to be attributable to the operation of the Subaccount.

(b) is the net asset value of an Eligible Fund share held in the Subaccount determined as of the end of the preceding Valuation Period; and

(c) is the Asset Charge factor that the Company determines for the Valuation Period to reflect the charges for assuming the mortality and expense risks and administrative expense risks.

The Asset Charge factor for any Valuation Period is equal to the daily Asset Charge factor multiplied by the number of 24-hour periods in the Valuation Period. The Company will determine the daily Asset Charge factor based upon the Total Annual Asset Charges shown on the Contract Specifications.

Annual Asset Charge

The Company will deduct an Annual Asset Charge, as shown on the Contract Specifications, on a daily basis from the Contract Value allocated to the Subaccounts.

Annual Contract Fee

The Annual Contract Fee is the amount specified on the Contract Specifications. On each Contract Anniversary prior to the Annuity Income Date, the Company will deduct the Annual Contract Fee on a *pro rata* basis from the Contract Value allocated to each Subaccount, and the DCA Fixed Account, if any. Deductions from a Subaccount for the Annual Contract Fee will result in the cancellation of Variable Accumulation Units with an aggregate value on the effective date of the withdrawal equal to the total amount by which the Subaccount is reduced. The cancellation of such units will be based on the Variable Accumulation Unit value(s) of the Subaccount(s) for the Valuation Period during which the deduction is effective.

If this Contract is surrendered for its full value on a date other than a Contract Anniversary, the Company will deduct the full Annual Contract Fee at the time of such surrender. The Company will waive the Annual Contract Fee when the Contract Value on the Contract Anniversary is greater than the amount specified on the Contract Specifications. If the Owner notifies the Company prior to a Contract Anniversary that multiple variable annuity contracts with the same residential (not mailing) address as the one on file for this Contract have been issued by Sun Life Assurance Company of Canada (U.S.) or its affiliates, the Company will waive the Annual Contract Fee when the Contract Value of any one of those contracts is at least equal to the amount shown on the Contract Specifications.

On the Annuity Income Date the Contract Value will be reduced by a proportionate amount of the contract fee to reflect the time elapsed between the last Contract Anniversary and the day before the Annuity Income Date.

After the Annuity Income Date, the Company will deduct the Annual Contract Fee, in an amount specified on the Contract Specifications, in equal amounts from each Variable Annuity payment made during the year. No Annual Contract Fee is deducted from Fixed Annuity payments.

Transfer Privilege

Subject to the Company rules as they may exist from time to time and to any limits that may be imposed by the Eligible Funds, the Owner may transfer all or part of the Contract Value among the Subaccounts at any time during the Accumulation Phase. Except as described below, a transfer will be effective on the date the Company receives the request for transfer in a form satisfactory to the Company.

Transfers involving Subaccounts will reflect the purchase or cancellation of Variable Accumulation Units having an aggregate value equal to the dollar amount being transferred to and from a particular Subaccount. The purchase or cancellation of such units shall be made using Variable Accumulation Unit values of the applicable Subaccount for the Valuation Period during which the transfer is effective.

Transfers will be subject to the following conditions:

1. no more than the Maximum Number of Transfers Per Contract Year shown on the Contract Specifications may be made in any Contract Year; and

2. at least 6 days must elapse between transfers; and

The Company may waive any of these restrictions at its discretion.

Transfers involving Variable Accumulation Units shall be subject to such terms and conditions as the Eligible Funds may impose. The Company also reserves the right to refuse or delay all transfer requests initiated on behalf of an Owner by any third party authorized by the Owner to make such transfer requests.

The Company reserves the right to impose a charge for each transfer subject to the maximum transfer fees shown on the Contract Specifications.

6. WITHDRAWALS, SURRENDERS AND WITHDRAWAL CHARGES

Withdrawals and Surrenders

At any time before the Annuity Income Date, the Owner may elect to withdraw all or a portion of the Contract Value. Any such election shall specify the amount of the withdrawal and will be effective on the date that the Company receives the request in a form satisfactory to Company. Any withdrawal payment will be paid within seven days from the date the election becomes effective, except as the Company may be permitted to defer such payment subject to the Deferral of Payment provision of this Contract. The Company reserves the right to defer the payment of amounts withdrawn from the DCA Fixed Account, if any, for a period not to exceed six months from the date that the Company receives the request for such withdrawal in a form satisfactory to the Company.

The Owner may request a full surrender or a partial withdrawal. A full surrender will result in a withdrawal payment equal to the Contract Value at the end of the Valuation Period during which the election becomes effective, less the Annual Contract Fee, and less any applicable withdrawal charge. The partial withdrawal (*i.e.*, a payment of an amount less than that paid under a full surrender) will result in a reduction to the Contract Value at the end of the Valuation Period during which the Company receives your request. The Contract Value will be reduced by the amount of the partial withdrawal and any applicable withdrawal charge. Unless the Owner specifies otherwise, the amount paid will be the amount requested reduced by any applicable Withdrawal Charge.

In the case of a partial withdrawal, the Owner may instruct the Company as to the amounts to be withdrawn from each Subaccount and/or any DCA Fixed Account. If not so instructed, the Company will effect the partial withdrawal *pro rata* from each Subaccount and DCA Fixed Account in which the Contract Value is invested at the end of the Valuation Period during which the withdrawal becomes effective. If a partial withdrawal is requested that would leave the Contract Value lower than the Annual Contract Fee, then the Company will treat such partial withdrawal as a full surrender.

Withdrawals from a Subaccount will result in the cancellation of Variable Accumulation Units with an aggregate value on the effective date of the withdrawal equal to the total amount by which the Subaccount is reduced. The cancellation of such units will be based on the Variable Accumulation Unit value(s) of the Subaccount(s) for the Valuation Period during which the withdrawal is effective.

Withdrawal Charges

If a withdrawal is made, the Company may assess a withdrawal charge. The amount of any withdrawal charge is determined as follows:

Amount subject to withdrawal charge: For any partial withdrawal or full surrender, the amount subject to withdrawal charge is the amount of the partial withdrawal or full surrender less the free withdrawal amount.

Free withdrawal amount: Each Contract Year, you may withdraw a portion of your Contract Value without incurring a withdrawal charge.

The free withdrawal amount is the greater of:

- a) the Free Withdrawal Amount shown on the Contract Specifications or
- b) any applicable required minimum distribution pursuant to the Internal Revenue Code for Qualified Contracts. This applies only to the portion of the required minimum distribution attributable to that Qualified Contract.

The free withdrawal amount will be reduced by any prior withdrawals taken during the same Contract Year. Any portion of the free withdrawal amount that is not used during a contract year is not available for use in future years.

Withdrawal charge percentage: The withdrawal charge percentage varies according to the number of complete years between the date a Purchase Payment was credited to the Contract Value and the date on which it is withdrawn.

Amount of withdrawal charge: The amount of the withdrawal charge is determined by multiplying the amount of the Purchase Payments withdrawn by the withdrawal charge percentage(s) set forth on the Contract Specifications.

Order of liquidation: For purposes of a full surrender or partial withdrawal, each withdrawal is allocated first to the free withdrawal amount and then to previously unliquidated Purchase Payments (on a first-in, first-out basis) until all Purchase Payments have been liquidated.

The Company imposes no withdrawal charge upon amounts applied to any annuity option made available under this Contract.

7. DEATH BENEFIT

Death Benefit Provided by this Contract

If an Owner dies while this Contract is in effect and before the Annuity Income Date, the Company, upon receipt of Due Proof of Death of the Owner, will pay a death benefit to the Beneficiary in accordance with this death benefit provision. If the Owner is not a natural person, the Annuitant is considered the Owner for the purpose of this Death Benefit provision.

The designated Beneficiary shall be the first person among the following who is alive on the date of death of the Owner (or the Annuitant, if the Owner is not a natural person): surviving Owner (if a natural person), primary Beneficiary, contingent Beneficiary. If no such person is alive on the date of death of the Owner, the designated Beneficiary shall be the Owner's estate (or the Owner, if the Owner is not a natural person).

If the death of the Owner occurs on or after the Annuity Income Date, no death benefit will be payable under this Contract.

Election and Effective Date of Election

During the lifetime of the Owner and prior to the Annuity Income Date, the Owner may elect to have the death benefit applied under one or more of the Annuity Options in accordance with this Contract's settlement provisions. The Owner may elect a Variable Annuity or a Fixed Annuity or a combination of both for the designated Beneficiary after the death of the Owner. The Owner may make and subsequently revoke this election by filing with the Company, at its Annuity Service Center Mailing Address, a written election or revocation of an election in such form as the Company may require. The Owner's election or revocation of an election of a method of settlement of the death benefit will become effective on the date that the Company receives it. For the purposes of the "Payment of Death Benefit"

section below, the Owner's election of the method of settlement of the death benefit that is in effect on the Owner's date of death will be deemed effective on the Death Benefit Date.

If no election of a method of settlement of the death benefit by the Owner is in effect on the date of death of the Owner, the death benefit will be distributed as follows based on the Beneficiary's election:

If the designated Beneficiary is not the surviving spouse of the deceased Owner, the death benefit must be distributed to the designated Beneficiary either (1) as a lump sum within five years after the date of death of the Owner, or (2) over some period not greater than the life or expected life of the designated Beneficiary, with payments beginning within one year after the date of death of the Owner. This can be accomplished by electing a permissible Annuity Option or by a systematic withdrawal of annual required minimum distributions.

If the sole designated Beneficiary is the surviving spouse of the deceased Owner, the spouse can elect to continue this Contract in the spouse's own name as Owner, in which case the mandatory distribution requirements will apply only on the surviving spouse's death. As designated Beneficiary, the surviving spouse may also choose to have the death benefit distributed as a lump sum or as an annuity over some period not greater than his or her life or expected life, with annuity payments beginning within one year after the date of death of the Owner.

The Company may permit other methods of settlement. In no event shall any method of settlement be exercised which would violate the mandatory distribution requirements of Section 72(s) of the Code or the time periods specified above.

A method of settlement may be elected by filing with the Company, at its Annuity Service Center Mailing Address, a written election in such form as the Company may require. Any written election of a method of settlement of the death benefit by the Beneficiary will become effective on the later of (a) the date that the Company receives the election; or (b) the date that the Company receives the Owner's Due Proof of Death. If the Company does not receive the Beneficiary's written election within 60 days following the date on which the Company receives the Owner's Due Proof of Death, the Beneficiary may be deemed to have elected to defer receipt of payment under any death benefit option until such time as a written election is submitted to the Company or a distribution is required by law.

Amount of Death Benefit

The amount of the Death Benefit is equal to the Contract Value as of the Death Benefit Date.

Payment of Death Benefit

If the death benefit is to be paid in a lump sum, the Company will pay the Death Benefit within seven days of the Death Benefit Date, except as the Company may be permitted to defer any such payment subject to the Deferral of Payment provision of this Contract

If settlement under an Annuity Option is elected, the Annuity Income Date will be the first day of the second calendar month following the effective date of the election and the Company will maintain the Contract Value in the Accumulation Phase until the Annuity Income Date and apply the Contract Value as of the Annuity Income Date to the applicable annuity option.

8. SETTLEMENT PROVISIONS

General

On the Annuity Income Date, the Company will apply the Contract Value as determined in accordance with the "Determination of Amount" provision below, as the Owner specifies, under an Annuity Option provided in this Contract. However, if the amount to be applied under any Annuity Option is less than the Minimum Annuity Purchase Amount set forth on the Contract Specifications, or if the first annuity payment payable in accordance with such option is less than the Minimum Initial Annuity Payment Amount set forth on the Contract Specifications, the Company will pay the amount to be applied in a single payment

to the Annuitant/Beneficiary. The annuity benefits at the time of their commencement will not be less than those that would be provided by applying the Surrender Value to purchase a single premium immediate annuity contract at purchase rates offered by the Company at that time to the same class of annuitants.

Election and Effective Date of Election

On the Annuity Income Date, the Contract Value will be applied to purchase a Life Annuity with 10-Year Period Certain. Alternatively, the Owner may elect to have the Contract Value applied to purchase any other annuity option set forth in this section. Such an election must be made and effective at least 30 days prior to the Annuity Income Date. The Owner may make this election by filing with the Company, at its Annuity Service Center Mailing Address, a written election in such form as the Company may require. Such an election will be effective on the date it is received by the Company. After the Annuity Income Date, no change of Annuity Option is permitted and no payments may be requested under the Withdrawals provision of this Contract.

Any election may specify the proportion of the Contract Value to be applied to provide a Fixed Annuity and/or a Variable Annuity. In the event the election does not so specify, then the Contract Value will be applied to provide a Variable Annuity and the Contract Value will be allocated according to the then current Subaccount allocation instructions on file.

The Annuity Options in this Contract may also be elected as provided in the "Death Benefit" section of this Contract.

Determination of Amount

The amount applied to provide annuity payments shall be equal to the Contract Value for the Valuation Period which ends immediately preceding the Annuity Income Date, minus a proportionate amount of the Annual Contract Fee to reflect the time elapsed between the last Contract Anniversary and the day before the Annuity Income Date, minus any applicable premium or similar tax. This amount is applied to provide a Variable Annuity or a Fixed Annuity or a combination of both.

Annuity Income Date

The Annuity Income Date is set forth on the Contract Specifications. The Owner may change this date from time to time provided that each change is effective at least 30 days prior to the then-current Annuity Income Date and the new Annuity Income Date is a date that is:

- (1) at least 30 days after the effective date of the change;
- (2) the first day of a month; and
- (3) not later than the first day of the first month following the Annuitant's 95th birthday, unless otherwise restricted, in the case of a Qualified Contract, by the particular retirement plan or by applicable law.

For a Charitable Remainder Trust, the Annuity Income Date in (3) is the Annuitant's 100th birthday. If more than one person is named as Annuitant, the Annuity Income Date will not be later than the first day of the first month following the 95th birthday of the youngest of those persons so named (or the 100th birthday in the case of a Charitable Remainder Trust). The Owner may change the Annuity Income Date by filing with the Company, at its Annuity Service Center Mailing Address, a written designation of a new Annuity Income Date in such form as the Company may require. Any such change will become effective on the date that the Company receives the designation.

The Annuity Income Date may also be changed by an election of a settlement option as provided in the "Death Benefit" section of this Contract.

Fixed Annuity Payments

The minimum dollar amount of each Fixed Annuity payment shall be determined based on an interest rate not less than 1.5% per year and the Annuity 2000 Mortality Table projected forward to the Annuity

Income Date. The projection of mortality rates will be based on Projection Scale G, projected forward from the year 2000 to the Annuity Income Date. This amount will be calculated by blending the mortality rates with a weighting of 40% male and 60% female.

The actual dollar amount of each Fixed Annuity payment will be based on the minimum amount or, if more favorable, in accordance with the annuity payment rates published by the Company and in use on the Annuity Income Date.

Variable Annuity Payments

The dollar amount of the first Variable Annuity payment shall be determined based on an assumed interest rate of 3% per year and the Annuity 2000 Mortality Table projected forward to the Annuity Income Date. The projection of mortality rates will be based on Projection Scale G, projected forward from the year 2000 to the Annuity Income Date. The dollar amount of each Variable Annuity payment will be calculated by blending the mortality rates with a weighting of 40% male and 60% female.

All Variable Annuity payments other than the first are determined by means of Annuity Units credited with respect to the particular Annuitant. The number of Annuity Units that the Company will credit in respect of a particular Subaccount is determined by dividing that portion of the first Variable Annuity payment attributable to that Subaccount by the Annuity Unit value of that Subaccount for the Valuation Period which ends immediately preceding the Annuity Income Date. The resulting number of Annuity Units of each Subaccount credited with respect to the Annuitant remains fixed unless an exchange of Annuity Units is made pursuant to the Exchange of Variable Annuity Units section below. The dollar amount of each Variable Annuity payment after the first may increase, decrease or remain constant, and is equal to the sum of the amounts determined by multiplying the number of Annuity Units of a particular Subaccount credited with respect to the Annuitant by the Annuity Unit value for the particular Subaccount for the Valuation Period which ends immediately preceding the due date of each subsequent Variable Annuity payment.

Annuity Unit Value

The Company established the Annuity Unit Value for each Subaccount at \$10.00 for the first Valuation Period of the particular Subaccount. The Company determines the Annuity Unit value for the particular Subaccount for any subsequent Valuation Period by multiplying the Annuity Unit value for the particular Subaccount for the immediately preceding Valuation Period by the Net Investment Factor for the particular Subaccount for the current Valuation Period multiplying that product by a factor equal to 0.99991902 to neutralize the assumed interest rate of 3% per year used to establish the annuity payment rates found in this Contract.

Transfer of Variable Annuity Units

After the Annuity Income Date, the Annuitant may transfer the value of a designated number of Annuity Units of a particular Subaccount then credited with respect to such Annuitant for other Annuity Units, the value of which would be such that the dollar amount of an annuity payment made on the date of the transfer would be unaffected by such transfer. Any such request for transfer must be made by filing a request with the Company in a form satisfactory to it. The maximum number of transfers that the Annuitant may make in any Contract Year is set forth on the Contract Specifications.

Transfers may be made among the Subaccounts only. Transfers shall be made using the Annuity Unit values for the Valuation Period during which the Company receives the request for transfer.

Annual Contract Fee

After the Annuity Income Date, the Company will deduct, in equal amounts from each Variable Annuity payment made during the year, an Annual Contract Fee equal to the amount specified on the Contract Specifications. The Company makes no such deduction from Fixed Annuity payments.

Description of Annuity Options

Life Annuity with a Period Certain:

Payments are made during the lifetime of the Annuitant, and in any event for the years certain.

Single-Life Annuity

Payments are made during the lifetime of the Annuitant. Annuity payments stop when the Annuitant dies.

Joint and Survivor Annuity

We make payments while the Annuitant and the co-Annuitant are alive. After the death of one of the Annuitants, we will continue to make payments for the lifetime of the surviving Annuitant. Annuity payments stop when the surviving Annuitant dies.

Amounts Payable on Death of Annuitant

If the Annuitant dies on or after the Annuity Income Date, any remaining payments must be distributed at least as rapidly as under the method of distribution then in effect. The Company will pay such remaining payments under the Annuity Payment to the Annuitant's designated Beneficiary as they become due. If there is no designated Beneficiary entitled to these remaining payments then living, the Company will pay, in one sum to the deceased Annuitant's estate, the discounted value of the remaining Annuity Option payments, if any, for the certain period. Any Beneficiary who becomes entitled to any remaining payments may elect to receive the discounted value of the remaining payments, if any, for the certain period in one sum. In the event of the death of a Beneficiary who has become entitled to receive remaining payments, the Company will pay, in one sum to the deceased Beneficiary's estate, the discounted value of the remaining payments, if any, for the certain period. All payments that the Company makes in one lump sum, as provided in this paragraph, are made in lieu of paying any remaining payments under the Annuity Payment option.

The discounted value will be based, for payments being made on a variable basis, on interest compounded annually at the assumed interest rate for the Annuity Payment Option, and on the assumptions that the particular Annuity Unit values applicable to the remaining payments will be the particular Annuity Unit values for the Valuation Period which ends on the day before the date of the determination, and that the discounted value will remain unchanged thereafter. The discount rate for fixed annuity payments will be based on the interest rate we used to determine the amount of each payment.

9. OWNERSHIP PROVISIONS

Owner

The Owner has the sole and absolute power to exercise all rights and privileges under this Contract. Before the Annuity Income Date, Owners can exercise their rights and privileges unless this Contract specifies otherwise. After the Annuity Income Date, the Annuitant holds any rights and privileges of ownership that continue.

The Owner named on the Issue Date is shown on the Contract Specifications.

How to Change the Owner

The Owner of a Non-Qualified Contract may change the ownership of this Contract before the Annuity Income Date. Any change of ownership must be made in writing, and we must receive such written notice at the Annuity Service Center Mailing Address. Unless otherwise specified, any change of ownership will be effective as of the date on which the request for change is signed by the Owner subject to any action taken by the Company prior to receipt of the written notice.

Death of Annuitant

If the Annuitant dies prior to the Annuity Income Date, and the section entitled "Death Benefit Provided by this Contract" is not applicable, then the Owner becomes the Annuitant. If the Annuitant dies on or after the Annuity Income Date, any remaining payments must be distributed at least as rapidly as under the method of distribution then in effect.

Voting of Eligible Fund Shares

The Company will vote Eligible Fund shares held by the Subaccounts at meetings of shareholders of the Eligible Funds or in connection with similar solicitations, but will follow voting instructions received from persons having the right to give voting instructions. The Owner is the person having the right to give voting instructions prior to the Annuity Income Date. On or after the Annuity Income Date, the Annuitant is the person having such voting rights. The Company will vote any shares attributable to the Company, and any Eligible Fund shares for which no timely voting instructions have been received, in the same proportion as the shares for which the Company receives instructions from persons having such voting rights.

Neither the Variable Account nor the Company is under any duty to provide information concerning the voting instruction rights of persons who may have such rights under retirement or deferred compensation plans, other than rights afforded by the Investment Company Act of 1940, nor do they have any duty to inquire as to the instructions received or the authority of Owners or others to instruct on the voting of Eligible Fund shares. Except as the Company has actual knowledge to the contrary, the instructions given by Owners and Payees will be valid as they affect the Variable Account, the Company and any others having voting instruction rights with respect to the Variable Account.

All Eligible Fund proxy material, together with an appropriate form to be used to give voting instructions, will be provided to each Owner and each Annuitant having the right to give voting instructions at least ten days prior to each meeting of the shareholders of the Eligible Fund. The Company will determine, as of a date not more than 90 days prior to each such meeting, the number of particular Eligible Fund shares as to which each such person is entitled to give instructions. Prior to the Annuity Income Date, the Company determines the number of Eligible Fund shares as to which voting instructions may be given by dividing the value of all the Variable Accumulation Units of the particular Subaccount credited to the Contract Value by the net asset value of one Eligible Fund share as of the same date. On or after the Annuity Income Date, the Company determines the number of Eligible Fund shares as to which a Payee may give such instructions by dividing the reserve that the Company holds in the particular Subaccount with respect to the particular Payee by the net asset value of an Eligible Fund share as of the same date.

Reports

During the Accumulation Phase, the Company will send a report to the Owner at least once each Contract Year that shows the following information:

- the beginning and end dates of the current report period;
- the Contract Value, if any, at the beginning of the current report period and at the end of the current report period;
- amounts that have been credited or debited to the Contract Value during the current report period, identified by type; and
- the Surrender Value, if any, at the end of the current report period.

The Owner may request additional reports by sending a written request to the Annuity Service Center mailing address shown on the cover page of this Contract. A charge may be assessed for additional reports not to exceed \$25.

In addition, every person having voting rights will receive such reports or prospectuses concerning the Variable Account and each Eligible Fund as may be required by the Investment Company Act of 1940 and the Securities Act of 1933. The Company will also send such statements reflecting transactions as may be required by applicable laws, rules and regulations.

Designation and Change of Beneficiary

The Beneficiary designation contained in any Application will remain in effect until changed.

Subject to the rights of an irrevocable Beneficiary, the designation of Beneficiary may be changed or revoked. Any change or revocation must be filed with the Company at its Annuity Service Center Mailing Address in such form as the Company may require. The change or revocation will not be binding upon

the Company until the Company receives it. When the Company receives the change or revocation, it will be effective as of the date on which the Beneficiary designation or revocation was signed, unless otherwise specified by the Owner. Any change or revocation will be without prejudice to the Company on account of any payment made or any action taken by the Company before the Company receives the change or revocation.

10. GENERAL PROVISIONS

Age or Sex Misstatement

If any date of birth, sex, or both, has been misstated, the amounts payable pursuant to this Contract will be the amounts which would have been payable using the correct age and sex. Any overpayments or underpayments made by the Company will be charged or credited against current or next succeeding payments to be made by the Company with interest at a rate of 4%.

Assignment

The Company will not be considered to have notice of any assignment of an interest in this contract until the Company receives the original or copy of the assignment, signed by the Owner, at the Annuity Service Center Mailing Address. Unless otherwise specified, assignments will take effect on the date the written notice is signed by the Owner. In no event will the Company be responsible for the validity of the assignment. Any change will be subject to any Purchase Payment made or actions taken by the Company before it receives the written notice.

A Qualified Contract may not be sold, assigned, transferred, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose to any person other than the Company unless allowed under applicable law.

Deferral of Payments

The Company reserves the right to defer payment of any amount due from the Variable Account for a full or partial withdrawal, or a death benefit if:

- the New York Stock Exchange is closed (except weekends and holidays);
- trading on the New York Stock Exchange is restricted;
- the SEC determines that an emergency exists and that it is not reasonably practical (i) to dispose of securities held in the Variable Account or (ii) to determine the value of the net assets of the Variable Account; or
- the SEC permits a delay for the protection of Owners.

Taxes

The Company will deduct from any payment under this Contract any withholding taxes required by applicable law.

Entire Contract

This Contract is issued in consideration of the Application, if any, and payment of the initial Purchase Payment. This Contract, any amendments, endorsements, riders and the Application, if any, attached hereto, constitute the entire Contract. In the absence of fraud, all statements made in any Application will be deemed representations and not warranties, and no statement will void this Contract or be used in defense to a claim unless it is contained in such Application, if any, or in a similar document, and a copy is attached to this Contract at issue. Only the President, a Vice President, the Actuary or the Secretary of the Company has authority to agree on the Company's behalf to any alteration of this Contract or to any waiver of the rights or requirements of the Company.

Currency

All amounts due under this Contract are payable in U.S. dollars, lawful money of the United States of America.

Determination of Values

The method by which the Company determines the Net Investment Factor and the number and value of Accumulation Units and Annuity Units shall be conclusive upon the Owner, the Annuitant and any Beneficiary.

Guarantees

Subject to the Net Investment Factor provision, the Company guarantees that the dollar amount of Variable Annuity payments made during the lifetime of the Annuitant will not be adversely affected by the actual mortality experience of the Company or by the actual expenses incurred by the Company in excess of the expense deductions provided for in this Contract and other Contracts providing benefits which vary in accordance with the investment performance of the Subaccounts.

Incontestability

This Contract is incontestable.

Modification

Upon notice to the Owner the Company may modify this Contract, but only if such modification (a) is necessary to make this Contract 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; (b) is necessary to assure continued qualification of this Contract under the Code or other federal or state laws relating to retirement annuities or annuity Contracts; (c) is necessary to reflect a change in the operation of the Variable Account or the Subaccounts; (d) provides additional Variable Account options; or (e) may otherwise be in the best interests of Owners, as applicable. In the event of any such modification, the Company may make appropriate endorsement to this Contract to reflect such modification.

Nonparticipating

The Contract is nonparticipating and will not share in any profits or surplus earnings of the Company, and therefore, no dividends are payable.

Payments by the Company

All sums payable by the Company pursuant to this Contract are payable only at its Executive Office or such other place as the Company may designate. The Company may require surrender of this Contract upon final payment of all sums payable by the Company pursuant to this Contract.

Proof of Age and Survival

The Company shall have the right to require reasonable evidence of the age and survival of any Annuitant.

Governing Law

The laws of the jurisdiction where the Contract is delivered or issued for delivery will govern the Contract.

Splitting Units

The Company reserves the right to split or combine the value of Variable Accumulation Units, Annuity Units or any of them. In effecting any such change of unit values, strict equity will be preserved and no change will have a material effect on the benefits or other provisions of this Contract.

Rights Reserved by the Company

The Company reserves the right, to the extent permitted by law, to: (1) deregister the Variable Account under the Investment Company Act of 1940; (2) combine any two or more Variable Accounts; (3) operate the Variable Account as a management investment company or in any other form permitted by law; (4) substitute shares of an Eligible Fund for shares of another investment company if shares of such Eligible Fund are not available, or if, in the Company's judgment, further investment in such Eligible Fund's shares is no longer appropriate; (5) add or delete Eligible Funds, or portfolio thereof, and corresponding Subaccounts; and (6) restrict or eliminate any of the voting rights of Owners or other persons who have voting rights as to the Variable Account.

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

Executive Office:

**[One Sun Life Executive Park]
[Wellesley Hills, Massachusetts 02481]**

Home Office:

[Wilmington, Delaware]

Sun Life Financial Annuity Service Center:

**[112 Worcester Street]
[Wellesley Hills, MA 02481]**

**[(800) 752-7216]
[www.sunlife.com/us]**

Flexible Payment Individual Variable Deferred Annuity Contract Nonparticipating

ALL PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT WHEN BASED ON THE INVESTMENT EXPERIENCE OF THE VARIABLE ACCOUNT ARE VARIABLE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT AND WILL INCREASE OR DECREASE WITH INVESTMENT EXPERIENCE.

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

[



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[Massachusetts] Department of Insurance - [800-xxx-xxxx]

1. CONTRACT SPECIFICATIONS

Contract Number	[03-0350-123456]
Contract Type	[Non-Qualified]
Owner	[John Smith]
Age of Owner	[40]
Co-Owner	[Mary Smith]
Age of Co-Owner	[40]
Annuitant	[John Smith]
Age of Annuitant	[40]
Co-Annuitant	[Mary Smith]
Age of Co-Annuitant	[40]
Issue Date	[May 1, 2011]
First Contract Anniversary Date	[May 1, 2012]
Initial Purchase Payment	[\$100,000]
Minimum Subsequent Purchase Payment	\$1,000
Maximum Age for Subsequent Purchase Payment	[85]
Maximum Total Purchase Payments	[\$2,000,000 for ages 80 and younger \$1,000,000 for ages 81- 85]

[Benefits and Riders]

[[Sun Income Vision]

[Lifetime Income Percentage Rates Table	
Age of Covered Person	Lifetime Income Percentage
[59 - 64	[3%
65 – 79	4%
80 or older]	5%]

Coverage Type	[Single Life]
Covered Person	[John Smith]
Initial Income Benefit Base	[\$100,000]
Maximum Income Benefit Base	[\$10,000,000]
Sun Income Vision Rider Date	[May 1, 2011]
Sun Income Vision Coverage Date	[May 1, 2030]

Optional Living Benefit Quarterly Rider Fee	Initial	Maximum
Sun Income Vision Quarterly Rider Fee Rate	[0.125%]	[0.2375%]
The initial Rider Fee Rate is not guaranteed and can be changed by the Company subject to the maximum Rider Fee Rate.]		

Death Benefit

Death Benefit:	[Return of Purchase Payment]
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Fees

Annual Contract Fee	Initial	Maximum
Annual Contract Fee	[\$50]	\$50
Minimum Contract Values for waiver of Contract Fee	[\$100,000]	

Purchase Payment Charge

Any Purchase Payment made after the first Contract Anniversary will be subject to a quarterly charge equal to the Purchase Payment Quarterly Charge Percentage of the Purchase Payment that has not been withdrawn. This charge will be assessed on the last Business Day of each Contract Quarter and will be deducted proportionately from the Subaccounts in which the Contract Value is allocated on that date:

1. beginning with the first Contract Quarter following the later of the 5th Contract Anniversary or the date of the Purchase Payment, and
2. ending on the earliest of the following to occur:
 - Contract Quarter following the date the Purchase Payment has been in your Contract for 5 Contract Years;
 - the date of full surrender;
 - the Annuity Income Date; or
 - the Death Benefit Date.

When the purchase payment charge begins and on the date it ends, we will pro-rate the purchase payment charge on any Purchase Payment that has not been applied to the Contract for the entire Contract Quarter.

Purchase Payment Quarterly Charge Percentage	0.15%
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Summary of Asset Charges

Annual Asset Charge prior to Annuity Income Date	First 5 Contract Years	After 5 Contract Years
Basic Annual Asset Charge	1.60%	1.00%
[Death Benefit Charge	0.20%	0.20%]
Total Annual Asset Charges	[1.80%]	[1.20%]

Total Annual Asset Charge after Annuity Income Date	1.20%
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Withdrawal Charges

Number of Complete Years From Time of Each Payment	Withdrawal Charges
0	8.0%
1	7.5%
2	7.0%
3	6.0%
4	5.0%
5+	0.0%

Free Withdrawal Amount

[10%] of Purchase Payments subject to withdrawal charges at time of withdrawal
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[Nursing Home Waiver of Withdrawal Charges

Benefit Eligibility Date	[May 1, 2012]]
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Initial Purchase Payment Allocations

[You have selected the [Blended Model].]

Variable	
[MFS Total Return Portfolio	[50%
MFS Value Portfolio]	50%]

Total 100%

[Dollar Cost Averaging

DCA from Account	[DCA Fixed Account]
DCA Percentage Initial Purchase Payment	[100%]
Initial DCA Period	[12 month]
Initial DCA Frequency	[Monthly]
Initial DCA Interest Rate	[1.5%]

[DCA Fixed Account Minimum Guarantees

DCA Minimum Guaranteed Interest Rate	[1.5%]
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Transfers

Initial Fee Per Transfer	[\$0]
Maximum Fee Per Transfer	\$25
Maximum Number of Transfers Per Contract Year	[12]

Annuitization

Annuity Income Date	[April 1, 2066]
Minimum Annuity Purchase Amount	[\$2,000]
Minimum Initial Annuity Payment	[\$20]
Maximum Contract Fee After Annuity Income Date	[\$50]

The smallest annual rate of investment return which would have to be earned on the assets of the Variable Account so that the dollar amount of Variable Annuity payments will not decrease is[4.20]%

Beneficiary Information

[Primary
Mary Smith Spouse 100%]

[Contingent
Paul Smith Child 25%
Peter Smith Child 25%
Ann Smith Child 25%
Brian Smith Sibling 25%]

[Multiple Beneficiaries on File]

Investment Options

[You have selected a living benefit rider or optional death benefit and must adhere to the following allocation limits.]

I. 100% Allocation Option	AllianceBernstein Dynamic Asset Allocation Portfolio
	MFS [®] Global Tactical Allocation Portfolio
	PIMCO Global Multi-Asset Portfolio
	SC SM Ibbotson Balanced Fund
	SC SM Ibbotson Conservative Fund
II. Asset Allocation Program	Blended Model
III. Build Your Own Portfolio	
Fixed Income Funds [(30% to 100%)]	Huntington VA Mortgage Securities Fund ¹
	MFS [®] Government Securities Portfolio
	Sun Capital Investment Grade Bond Fund [®]
	Sun Capital Money Market Fund [®]
	SC SM Goldman Sachs Short Duration Fund
	SC SM PIMCO Total Return Fund
	SC SM BlackRock Inflation Protected Bond Fund
	Wells Fargo Advantage VT Total Return Bond Fund
Asset Allocation or Balanced Funds [(0 to 70%)]	AllianceBernstein Balanced Wealth Strategy Portfolio
	Alliance Bernstein Dynamic Asset Allocation Portfolio
	BlackRock Global Allocation V.I. Fund
	Fidelity [®] Variable Insurance Products III – Balanced Portfolio
	Huntington VA Balanced Fund ¹
	Invesco Van Kampen V.I. Equity and Income Fund
	MFS [®] Global Tactical Allocation Portfolio
	PIMCO Global Multi-Asset Portfolio
	SC SM Ibbotson Balanced Fund
	SC SM Ibbotson Conservative Fund
	SC SM Ibbotson Growth Fund
Core Equity Funds [(0% to 70%)]	Huntington VA Dividend Capture Fund ¹
	Huntington VA Income Equity Fund ¹
	Invesco Van Kampen V.I. Comstock Fund
	Lord Abbett Series Fund Fundamental Equity Portfolio
	MFS [®] Core Equity Portfolio
	SC SM Davis Venture Value Fund
	SC SM Goldman Sachs Mid Cap Value Fund
	SC SM Lord Abbett Growth & Income Fund
	SC SM BlackRock Large Cap Index Fund
Growth Equity Funds [(0% to 70%)]	Columbia Variable Portfolio – Marsico Growth Fund
	Fidelity [®] Variable Insurance Products Fund II – Contrafund [®] Portfolio
	Fidelity [®] Variable Insurance Products III Fund – Mid Cap Portfolio
	First Eagle Overseas Variable Fund
	Huntington VA Growth Fund ¹
	Huntington VA International Equity Fund ¹
	Huntington VA Marco 100 Fund ¹

	Huntington VA Mid Corp America Fund [†]
	Huntington VA New Economy Fund [†]
	Huntington VA Situs Fund [†]
	Invesco Van Kampen V.I. Mid Cap Value Fund
	Lord Abbett Series Fund Growth Opportunities Portfolio
	MFS [®] International Growth Portfolio
	MFS [®] International Value Portfolio
	MFS [®] Research International Portfolio
	Oppenheimer Global Securities Fund/VA
	SC SM AllianceBernstein International Value Fund
	SC SM BlackRock International Index Fund
	SC SM BlackRock Small Cap Index Fund
	SC SM Columbia Small Cap Value Fund
	SC SM Invesco Small Cap Growth Fund
	SC SM WMC Blue Chip Mid Cap Fund
	SC SM WMC Large Cap Growth Fund
	Universal Institutional Funds Inc.—Mid Cap Growth Portfolio
Specialty Funds [(0% to 10%)]	Huntington VA Real Strategies Fund [†]
	Huntington VA Rotating Markets Fund [†]
	Lazard Retirement Emerging Markets Equity Portfolio
	MFS [®] Emerging Markets Equity Portfolio
	PIMCO CommodityRealReturn [®] Strategy Portfolio
	PIMCO Emerging Markets Bond Portfolio
	SC SM PIMCO High Yield Fund
	Sun Capital Global Real Estate Fund]

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

Sun Life Solutions



[Massachusetts] Department of Insurance - [800-xxx-xxxx]

1. CONTRACT SPECIFICATIONS

Contract Number	[03-0350-123456]
Contract Type	[Non-Qualified]
Owner	[John Smith]
Age of Owner	[40]
Co-Owner	[Mary Smith]
Age of Co-Owner	[40]
Annuitant	[John Smith]
Age of Annuitant	[40]
Co-Annuitant	[Mary Smith]
Age of Co-Annuitant	[40]
Issue Date	[May 1, 2011]
First Contract Anniversary Date	[May 1, 2012]
Initial Purchase Payment	[\$100,000]
Minimum Subsequent Purchase Payment	\$1,000
Maximum Age for Subsequent Purchase Payment	[85]
Maximum Total Purchase Payments	[\$2,000,000 for ages 80 and younger \$1,000,000 for ages 81- 85]

[Benefits and Riders]

[[Sun Income Vision]

[Lifetime Income Percentage Rates Table]	
Age of Covered Person	Lifetime Income Percentage
[59 - 64]	[3%
65 – 79]	4%
80 or older]	5%]]

Coverage Type	[Single Life]
Covered Person	[John Smith]
Initial Income Benefit Base	[\$100,000]
Maximum Income Benefit Base	[\$10,000,000]
Sun Income Vision Rider Date	[May 1, 2011]
Sun Income Vision Coverage Date	[May 1, 2030]

Optional Living Benefit Quarterly Rider Fee	Initial	Maximum
Sun Income Vision Quarterly Rider Fee Rate	[0.125%]	[0.2375%]
The initial Rider Fee Rate is not guaranteed and can be changed by the Company subject to the maximum Rider Fee Rate.]		

Death Benefit

Death Benefit:	[Return of Purchase Payment]
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Fees

Annual Contract Fee	Initial	Maximum
Annual Contract Fee	[\$50]	\$50
Minimum Contract Values for waiver of Contract Fee	[\$100,000]	

Purchase Payment Charge

Any Purchase Payment made after the first Contract Anniversary will be subject to a quarterly charge equal to the Purchase Payment Quarterly Charge Percentage of the Purchase Payment that has not been withdrawn. This charge will be assessed on the last Business Day of each Contract Quarter and will be deducted proportionately from the Subaccounts in which the Contract Value is allocated on that date:

- beginning with the first Contract Quarter following the later of the 7th Contract Anniversary or the date of the Purchase Payment, and
- ending on the earliest of the following to occur:
 - Contract Quarter following the date the Purchase Payment has been in your Contract for 7 Contract Years;
 - the date of full surrender;
 - the Annuity Income Date; or
 - the Death Benefit Date.

When the purchase payment charge begins and on the date it ends, we will pro-rate the purchase payment charge on any Purchase Payment that has not been applied to the Contract for the entire Contract Quarter.

Purchase Payment Quarterly Charge Percentage	0.05%
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Summary of Asset Charges

Annual Asset Charge prior to Annuity Income Date	First 7 Contract Years	After 7 Contract Years
Basic Annual Asset Charge	1.20%	1.00%
[Death Benefit Charge	0.20%	0.20%]
Total Annual Asset Charges	[1.40%]	[1.20%]

Total Annual Asset Charge after Annuity Income Date	1.20%
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Withdrawal Charges

Number of Complete Years From Time of Each Payment	Withdrawal Charges
0	8.0%
1	8.0%
2	7.0%
3	6.0%
4	5.0%
5	4.0%
6	3.0%
7+	0/0%

Free Withdrawal Amount

[10%] of Purchase Payments subject to withdrawal charges at time of withdrawal
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[Nursing Home Waiver of Withdrawal Charges

Benefit Eligibility Date	[May 1, 2012]]
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Initial Purchase Payment Allocations

[You have selected the [Blended Model].]

Variable	
[MFS Total Return Portfolio	[50%
MFS Value Portfolio]	50%]

Total 100%

Dollar Cost Averaging

DCA from Account	[DCA Fixed Account]
DCA Percentage Initial Purchase Payment	[100%]
Initial DCA Period	[12 month]
Initial DCA Frequency	[Monthly]
Initial DCA Interest Rate	[1.5%]

DCA Fixed Account Minimum Guarantees

DCA Fixed Account Minimum Guaranteed Interest Rate	[1.5%]
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Transfers

Initial Fee Per Transfer	[\$0]
Maximum Fee Per Transfer	\$25
Maximum Number of Transfers Per Contract Year	[12]

Annuitization

Annuity Income Date	[April 1, 2066]
Minimum Annuity Purchase Amount	[\$2,000]
Minimum Initial Annuity Payment	[\$20]
Maximum Contract Fee After Annuity Income Date	[\$50]

The smallest annual rate of investment return which would have to be earned on the assets of the Variable Account so that the dollar amount of Variable Annuity payments will not decrease is[4.20]%

Beneficiary Information

[Primary	[Contingent
Mary Smith Spouse 100%]	Paul Smith Child 25%
	Peter Smith Child 25%
	Ann Smith Child 25%
	Brian Smith Sibling 25%]

[Multiple Beneficiaries on File]

Investment Options

[You have selected a living benefit rider or optional death benefit and must adhere to the following allocation limits.]

I. 100% Allocation Option	AllianceBernstein Dynamic Asset Allocation Portfolio
	MFS [®] Global Tactical Allocation Portfolio
	PIMCO Global Multi-Asset Portfolio
	SC SM Ibbotson Balanced Fund
	SC SM Ibbotson Conservative Fund
II. Asset Allocation Program	Blended Model
III. Build Your Own Portfolio	
Fixed Income Funds [(30% to 100%)]	Huntington VA Mortgage Securities Fund ¹
	MFS [®] Government Securities Portfolio
	Sun Capital Investment Grade Bond Fund [®]
	Sun Capital Money Market Fund [®]
	SC SM Goldman Sachs Short Duration Fund
	SC SM PIMCO Total Return Fund
	SC SM BlackRock Inflation Protected Bond Fund
	Wells Fargo Advantage VT Total Return Bond Fund
Asset Allocation or Balanced Funds [(0 to 70%)]	AllianceBernstein Balanced Wealth Strategy Portfolio
	Alliance Bernstein Dynamic Asset Allocation Portfolio
	BlackRock Global Allocation V.I. Fund
	Fidelity [®] Variable Insurance Products III – Balanced Portfolio
	Huntington VA Balanced Fund ¹
	Invesco Van Kampen V.I. Equity and Income Fund
	MFS [®] Global Tactical Allocation Portfolio
	PIMCO Global Multi-Asset Portfolio
	SC SM Ibbotson Balanced Fund
	SC SM Ibbotson Conservative Fund
	SC SM Ibbotson Growth Fund
Core Equity Funds [(0% to 70%)]	Huntington VA Dividend Capture Fund ¹
	Huntington VA Income Equity Fund ¹
	Invesco Van Kampen V.I. Comstock Fund
	Lord Abbett Series Fund Fundamental Equity Portfolio
	MFS [®] Core Equity Portfolio
	SC SM Davis Venture Value Fund
	SC SM Goldman Sachs Mid Cap Value Fund
	SC SM Lord Abbett Growth & Income Fund
	SC SM BlackRock Large Cap Index Fund
Growth Equity Funds [(0% to 70%)]	Columbia Variable Portfolio – Marsico Growth Fund
	Fidelity [®] Variable Insurance Products Fund II – Contrafund [®] Portfolio
	Fidelity [®] Variable Insurance Products III Fund – Mid Cap Portfolio
	First Eagle Overseas Variable Fund
	Huntington VA Growth Fund ¹
	Huntington VA International Equity Fund ¹
	Huntington VA Marco 100 Fund ¹

	Huntington VA Mid Corp America Fund [†]
	Huntington VA New Economy Fund [†]
	Huntington VA Situs Fund [†]
	Invesco Van Kampen V.I. Mid Cap Value Fund
	Lord Abbett Series Fund Growth Opportunities Portfolio
	MFS [®] International Growth Portfolio
	MFS [®] International Value Portfolio
	MFS [®] Research International Portfolio
	Oppenheimer Global Securities Fund/VA
	SC SM AllianceBernstein International Value Fund
	SC SM BlackRock International Index Fund
	SC SM BlackRock Small Cap Index Fund
	SC SM Columbia Small Cap Value Fund
	SC SM Invesco Small Cap Growth Fund
	SC SM WMC Blue Chip Mid Cap Fund
	SC SM WMC Large Cap Growth Fund
	Universal Institutional Funds Inc.—Mid Cap Growth Portfolio
Specialty Funds [(0% to 10%)]	Huntington VA Real Strategies Fund [†]
	Huntington VA Rotating Markets Fund [†]
	Lazard Retirement Emerging Markets Equity Portfolio
	MFS [®] Emerging Markets Equity Portfolio
	PIMCO CommodityRealReturn [®] Strategy Portfolio
	PIMCO Emerging Markets Bond Portfolio
	SC SM PIMCO High Yield Fund
	Sun Capital Global Real Estate Fund]

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

[



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[Massachusetts] Department of Insurance - [800-xxx-xxxx]

1. CONTRACT SPECIFICATIONS

Contract Number	[03-0350-123456]
Contract Type	[Non-Qualified]
Owner	[John Smith]
Age of Owner	[40]
Co-Owner	[Mary Smith]
Age of Co-Owner	[40]
Annuitant	[John Smith]
Age of Annuitant	[40]
Co-Annuitant	[Mary Smith]
Age of Co-Annuitant	[40]
Issue Date	[May 1, 2011]
First Contract Anniversary Date	[May 1, 2012]
Initial Purchase Payment	[\$100,000]
Minimum Subsequent Purchase Payment	\$1,000
Maximum Age for Subsequent Purchase Payment	[85]
Maximum Total Purchase Payments	[\$2,000,000 for ages 80 and younger \$1,000,000 for ages 81- 85]

[Benefits and Riders]

[[Sun Income Vision]

[Lifetime Income Percentage Rates Table	
Age of Covered Person	Lifetime Income Percentage
[59 - 64	[3%
65 – 79	4%
80 or older]	5%]

Coverage Type	[Single Life]
Covered Person	[John Smith]
Initial Income Benefit Base	[\$100,000]
Maximum Income Benefit Base	[\$10,000,000]
Sun Income Vision Rider Date	[May 1, 2011]
Sun Income Vision Coverage Date	[May 1, 2030]

Optional Living Benefit Quarterly Rider Fee	Initial	Maximum
Sun Income Vision Quarterly Rider Fee Rate	[0.125%]	[0.2375%]
The initial Rider Fee Rate is not guaranteed and can be changed by the Company subject to the maximum Rider Fee Rate.]		

Death Benefit

Death Benefit:	[Return of Purchase Payment]
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Fees

Annual Contract Fee	Initial	Maximum
Annual Contract Fee	[\$50]	\$50
Minimum Contract Values for waiver of Contract Fee	[\$100,000]	

Summary of Asset Charges

Annual Asset Charge prior to Annuity Income Date	
Basic Annual Asset Charge	1.00%
[Death Benefit Charge	0.20%]
Total Annual Asset Charges	[1.20%]

Total Annual Asset Charge after Annuity Income Date	1.20%
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Withdrawal Charges

Number of Complete Years From Time of Each Payment	Withdrawal Charges
0	8.0%
1	8.0%
2	7.0%
3	6.0%
4	5.0%
5	4.0%
6	3.0%
7	2.0%
8	1.0%
9	0.0%

Free Withdrawal Amount

[10%] of Purchase Payments subject to withdrawal charges at time of withdrawal
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[Nursing Home Waiver of Withdrawal Charges

Benefit Eligibility Date	[May 1, 2012]
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Initial Purchase Payment Allocations

[You have selected the [Blended Model].]

Variable	
[MFS Total Return Portfolio	[50%
MFS Value Portfolio]	50%]

Total 100%

Dollar Cost Averaging

DCA from Account	[DCA Fixed Account]
DCA Percentage Initial Purchase Payment	[100%]
Initial DCA Period	[12 month]
Initial DCA Frequency	[Monthly]
Initial DCA Interest Rate	[1.5%]

DCA Fixed Account Minimum Guarantees

DCA Fixed Account Minimum Guaranteed Interest Rate	[1.5%]
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Transfers

Initial Fee Per Transfer	[\$0]
Maximum Fee Per Transfer	\$25
Maximum Number of Transfers Per Contract Year	[12]

Annuitization

Annuity Income Date	[April 1, 2066]
Minimum Annuity Purchase Amount	[\$2,000]
Minimum Initial Annuity Payment	[\$20]
Maximum Contract Fee After Annuity Income Date	[\$50]

The smallest annual rate of investment return which would have to be earned on the assets of the Variable Account so that the dollar amount of Variable Annuity payments will not decrease is[4.20]%

Beneficiary Information

[Primary]
Mary Smith Spouse 100%]

[Contingent]
Paul Smith Child 25%
Peter Smith Child 25%
Ann Smith Child 25%
Brian Smith Sibling 25%]

[Multiple Beneficiaries on File]

Investment Options

[You have selected a living benefit rider or optional death benefit and must adhere to the following allocation limits.]

I. 100% Allocation Option	AllianceBernstein Dynamic Asset Allocation Portfolio
	MFS [®] Global Tactical Allocation Portfolio
	PIMCO Global Multi-Asset Portfolio
	SC SM Ibbotson Balanced Fund
	SC SM Ibbotson Conservative Fund
II. Asset Allocation Program	Blended Model
III. Build Your Own Portfolio	
Fixed Income Funds [(30% to 100%)]	Huntington VA Mortgage Securities Fund ¹
	MFS [®] Government Securities Portfolio
	Sun Capital Investment Grade Bond Fund [®]
	Sun Capital Money Market Fund [®]
	SC SM Goldman Sachs Short Duration Fund
	SC SM PIMCO Total Return Fund
	SC SM BlackRock Inflation Protected Bond Fund
	Wells Fargo Advantage VT Total Return Bond Fund
Asset Allocation or Balanced Funds [(0 to 70%)]	AllianceBernstein Balanced Wealth Strategy Portfolio
	Alliance Bernstein Dynamic Asset Allocation Portfolio
	BlackRock Global Allocation V.I. Fund
	Fidelity [®] Variable Insurance Products III – Balanced Portfolio
	Huntington VA Balanced Fund ¹
	Invesco Van Kampen V.I. Equity and Income Fund
	MFS [®] Global Tactical Allocation Portfolio
	PIMCO Global Multi-Asset Portfolio
	SC SM Ibbotson Balanced Fund
	SC SM Ibbotson Conservative Fund
	SC SM Ibbotson Growth Fund
Core Equity Funds [(0% to 70%)]	Huntington VA Dividend Capture Fund ¹
	Huntington VA Income Equity Fund ¹
	Invesco Van Kampen V.I. Comstock Fund
	Lord Abbett Series Fund Fundamental Equity Portfolio
	MFS [®] Core Equity Portfolio
	SC SM Davis Venture Value Fund
	SC SM Goldman Sachs Mid Cap Value Fund
	SC SM Lord Abbett Growth & Income Fund
	SC SM BlackRock Large Cap Index Fund
Growth Equity Funds [(0% to 70%)]	Columbia Variable Portfolio – Marsico Growth Fund
	Fidelity [®] Variable Insurance Products Fund II – Contrafund [®] Portfolio
	Fidelity [®] Variable Insurance Products III Fund – Mid Cap Portfolio
	First Eagle Overseas Variable Fund
	Huntington VA Growth Fund ¹
	Huntington VA International Equity Fund ¹
	Huntington VA Marco 100 Fund ¹

	Huntington VA Mid Corp America Fund [†]
	Huntington VA New Economy Fund [†]
	Huntington VA Situs Fund [†]
	Invesco Van Kampen V.I. Mid Cap Value Fund
	Lord Abbett Series Fund Growth Opportunities Portfolio
	MFS [®] International Growth Portfolio
	MFS [®] International Value Portfolio
	MFS [®] Research International Portfolio
	Oppenheimer Global Securities Fund/VA
	SC SM AllianceBernstein International Value Fund
	SC SM BlackRock International Index Fund
	SC SM BlackRock Small Cap Index Fund
	SC SM Columbia Small Cap Value Fund
	SC SM Invesco Small Cap Growth Fund
	SC SM WMC Blue Chip Mid Cap Fund
	SC SM WMC Large Cap Growth Fund
	Universal Institutional Funds Inc.—Mid Cap Growth Portfolio
Specialty Funds [(0% to 10%)]	Huntington VA Real Strategies Fund [†]
	Huntington VA Rotating Markets Fund [†]
	Lazard Retirement Emerging Markets Equity Portfolio
	MFS [®] Emerging Markets Equity Portfolio
	PIMCO CommodityRealReturn [®] Strategy Portfolio
	PIMCO Emerging Markets Bond Portfolio
	SC SM PIMCO High Yield Fund
	Sun Capital Global Real Estate Fund]

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

Guaranteed Minimum Withdrawal Benefit Rider

This rider is made part of the Contract to which it is attached and is effective on the Rider Date as shown on the Contract Specifications. Except as stated in this rider, it is subject to the provisions contained in the Contract.

This rider provides a minimum withdrawal benefit that guarantees a series of withdrawals from the Contract equal to a certain percentage of the Income Benefit Base subject to the conditions described in this rider. The Income Benefit Base is established for the sole purpose of determining the Annual Income Amount and is not used in calculating the cash surrender benefit or other guaranteed benefits. The benefits provided by this rider will terminate upon a change of ownership of the contract.

DEFINITIONS

Annual Income Amount: an annual dollar amount calculated as a percentage of the Income Benefit Base beginning on the Coverage Date.

Contract Value: the value as set forth in the Contract section titled Contract Values During Accumulation Phase.

Coverage Date: the Rider Date if the Owner is at least age 59 on the Rider Date, otherwise the first Rider Anniversary after the Owner attains age 59.

Covered Person(s): the person or persons shown on the Contract Specifications whose age is used to determine the Lifetime Income Percentage or other benefits provided by this rider.

Designated Fund: any Subaccount or Fixed Account that the Company makes available for use with this rider.

Early Withdrawal: a withdrawal taken before the rider Coverage Date.

Excess Withdrawal: a withdrawal taken after the rider Coverage Date which, alone or when combined with any other withdrawals taken in the same Rider Year, exceeds the Annual Withdrawal Amount or the required minimum distribution amount (as defined under the Internal Revenue Code) as it pertains to the Contract, if higher.

Income Benefit Base: the amount used to calculate the Annual Income Amount and the rider fee. The Income Benefit Base has no cash value.

Lifetime Income Percentage: a percentage used to calculate the Annual Income Amount.

Owner: except as otherwise specifically noted under the Single Life and Joint-Life Coverage section below, the term Owner refers to the oldest Owner; in the case of a non-natural Owner, the term Owner refers to the oldest living Annuitant.

Rider Anniversary: the same date each year as the Rider Date with the first Rider Anniversary being one year from the Rider Date.

Rider Quarter: a three-month period with the first Rider Quarter beginning on the Rider Date.

Rider Year: each consecutive 12-month period from the Rider Date.

THE RIDER BENEFIT

This rider guarantees an amount up to which the Owner may withdraw each year, beginning after the Coverage Date, as long as the requirements of this rider are met. The guaranteed annual amount available for withdrawal is known as the Annual Income Amount and is described below.

How the Annual Income Amount is Determined

The Annual Income Amount is determined when the first withdrawal is taken after the rider Coverage Date and recalculated on each subsequent Rider Anniversary. The Annual Income Amount equals the Lifetime Income Percentage multiplied by the Income Benefit Base. The Lifetime Income Percentage is first determined based on the Owner's attained age (attained age of the younger spouse when this rider is issued with joint-life coverage) at the time of the first withdrawal after the rider Coverage Date in accordance with the table shown on the Contract Specifications.

The Annual Income Amounts are not cumulative. If less than the Annual Income Amount is withdrawn in any one Rider Year, then the unused portion of the Annual Income Amount may not be added to withdrawals made in future Rider Years.

How the Income Benefit Base is Determined

If the Rider Date is the same as the Issue Date for the Contract, the Income Benefit Base on the Rider Date is equal to the initial Purchase Payment. If the Rider Date is after the Issue Date for the Contract, the Income Benefit Base on the Rider Date is equal to the Contract Value. After the Rider Date, the Income Benefit Base is:

- increased immediately by any subsequent Purchase Payments made following the Rider Date;
- increased by any step-ups as described in the "Step-Up Feature" section below;
- decreased immediately following any Early Withdrawals; and
- decreased immediately following any Excess Withdrawals.

If the Contract Value is reduced to zero immediately following an Excess Withdrawal or an Early Withdrawal, the Income Benefit Base will be reduced to zero, the Contract and this rider will terminate, and no annual payments will be made.

If, however, the Contract Value is reduced to zero before the Coverage Date for any reason other than an Early Withdrawal, we will provide an annual payment equal to the Income Benefit Base immediately before the Contract Value is reduced to zero multiplied by the Lifetime Income Percentage in effect on your Coverage Date as shown on the Contract Specifications. These annual payments will begin on what would have been the Coverage Date.

If the Contract Value is reduced to zero after the Coverage Date for any reason other than Excess Withdrawal, we will provide an annual payment equal to the Income Benefit Base immediately prior to the Contract Value going to zero multiplied by the existing Lifetime Income Percentage. In the Rider Year when the Contract Value is reduced to zero, we will pay an amount equal to the remaining Annual Income Amount for that Rider Year. Thereafter, we will pay the Annual Income Amount as a single payment after each Rider Anniversary

These payments will continue for as long as the Owner lives. If the Owner elected joint-life coverage, these payments will continue as long as either the Owner or the Owner's spouse lives.

Purchase Payments

If any subsequent Purchase Payments are made following the Rider Date, then the Income Benefit Base will increase by the amount of the Purchase Payment on the date it is received.

Withdrawals

All withdrawals will reduce the Contract Value by the amount of the withdrawal and are subject to withdrawal charges if they are in excess of the greatest of the Annual Income Amount, the Contract free withdrawal amount or any minimum distribution amount required under the Internal Revenue Code. If the Owner requests a withdrawal over the telephone, the Company will let the Owner know if any portion of such withdrawal amount will cause an Excess Withdrawal. When making a request in writing, the Owner will be advised of the option to call for this information.

Early Withdrawals

Early Withdrawals will reduce the Income Benefit Base and the Contract Value. When an Early Withdrawal is taken, the Income Benefit Base will be reduced in the same proportion as the amount withdrawn reduces the Contract Value. The new Income Benefit Base will be set on the date of the withdrawal.

Excess Withdrawals

Excess Withdrawals will reduce the Income Benefit Base in the same proportion as the Contract Value is reduced by the amount of the withdrawal that exceeds the Annual Income Amount or the required minimum distribution amount (as defined under the Internal Revenue Code and calculated by the Company) as it pertains to the Contract, if higher. At the time of an Excess Withdrawal, the Annual Income Amount is set to zero for the remainder of that Rider Year.

If the Contract Value is reduced to zero immediately following an Early Withdrawal or Excess Withdrawal, the Income Benefit Base will be reduced to zero, the Contract and this rider will terminate, and no annual payments will be made.

Withdrawals that do not exceed the Annual Income Amount in a Rider Year will not reduce the Income Benefit Base.

Currently, any withdrawal in excess of the Annual Income Amount that is taken to satisfy required minimum distributions (as defined under the Internal Revenue Code and calculated by the Company) as it pertains to the Contract will not be treated as an Excess Withdrawal, and will not reduce the Income Benefit Base. However, if there is any material change to the current Internal Revenue Code and IRS regulations and guidelines governing the timing or determination of required minimum distribution amounts, then the Company reserves the right to treat any withdrawal greater than the Annual Income Amount as an Excess Withdrawal, which may significantly reduce the Income Benefit Base.

Rider Fee

While this rider is in effect, a fee will be deducted from the Contract Value on the last Business Day of each Rider Quarter. The Company will deduct the rider fee on a *pro rata* basis from the Contract Value allocated to each Subaccount. The initial quarterly Rider Fee Rate is as of the Rider Date and is shown on the Contract Specifications. The rider fee is equal to the quarterly Rider Fee Rate multiplied by the Income Benefit Base on the last day of the Valuation Period for each Rider Quarter. The quarterly Rider Fee Rate may change but will never be greater than the Maximum Rider Fee Rate shown on the Contract Specifications. If the quarterly Rider Fee Rate changes, then the Company will notify the Owner in writing.

The rider fee will continue to be deducted until the earliest of the Annuity Income Date, the date the Contract Value equals zero, and the date this rider terminates. When this rider terminates, the Company will deduct a pro-rata portion of the rider fee based on the amount of time that has elapsed between the prior Rider Quarter and the date this rider terminates.

Step-Up Feature

On each Rider Anniversary before the Annuity Income Date, if the Contract Value exceeds the current Income Benefit Base, then the Company will automatically increase the Income Benefit Base to an amount equal to the Contract Value.

When a step-up occurs, the Lifetime Income Percentage will be based on the attained age of the Owner (attained age of the younger spouse when this rider is issued with joint-life coverage) at the time of step-up in accordance with the table shown on the Contract Specifications. After a step-up, the Annual Income Amount will be equal to the Lifetime Income Percentage multiplied by the new Income Benefit Base.

The maximum Income Benefit Base allowed upon any step-up is shown on the Contract Specifications. For purposes of determining this limit, the Company reserves the right to aggregate the values of all other variable annuity Contracts owned by the Owner that have been issued by Sun Life Assurance Company of Canada (U.S.) or its affiliates.

Designated Funds

While this rider is in effect, the entire Contract Value must be allocated to one or more of the Designated Funds and in accordance with the allocation percentages specified. The Contract Value will be automatically rebalanced once each calendar quarter according to the current target allocations of the Designated Funds elected by the Owner.

The Company reserves the right to change the available Designated Funds on new and existing Contracts and to limit the percentages of Contract Value that may be allocated to the Designated Funds. Unless otherwise provided, any time there is a change in the Designated Funds, the Contract Value will remain in the previously available Designated Funds. However, any future transfers or Purchase Payments may only be allocated to the Designated Funds then available. In the event of step-up, the Company reserves the right to require that all Contract Values be allocated to the Designated Funds then available at the time of step-up. Any transfer or allocation of Purchase Payments other than to a Designated Fund will result in cancellation of this rider.

Single-Life and Joint-Life Coverage

The Owner has the option of electing this rider with single-life coverage or, for a higher Rider Fee Rate, with joint-life coverage. Joint-life coverage is available only if the Owner and sole primary Beneficiary are spouses. If joint-life is elected, then the term Owner refers to the younger spouse. Joint-life coverage can be elected on an individually-owned Contract or on a co-owned Contract, but is not available to non-natural Owners or to Owners who are unmarried as of the Rider Date. A co-owned Contract must be owned only by spouses. Single-life coverage provides an Annual Income Amount for as long as all Owners are alive. Joint-life coverage provides an Annual Income Amount for as long as either the Owner or the Owner's spouse is alive. If joint-life coverage is elected, then the benefits made available under this rider are based on the age of the younger spouse.

Either single-life or joint-life coverage must be elected no later than the Rider Date. Once elected, the Owner may not switch between single-life and joint-life coverage. With respect to joint-life coverage, should the Owner's spouse (as of the Rider Date) cease to be the spouse or to be the sole primary Beneficiary under the Contract, then this rider will continue for the Owner and no new spouse can be added. Under these circumstances, however, the higher fee associated with joint-life coverage will continue to be assessed, and all rider benefits will continue to be based on the age of the younger spouse.

Death of Owner

If single-life coverage was selected, then at the death of any Owner, this rider terminates and the Beneficiary may elect to exercise any of the available options under the Death Benefit provisions of the Contract. Alternatively, if the surviving spouse is the sole primary Beneficiary and elects to continue the Contract (spousal continuation), then the spouse may have the additional option of electing a guaranteed minimum withdrawal benefit rider if the Company makes such rider available for this purpose.

If joint-life coverage was selected and one of the Owners dies, then this rider will continue, provided that the surviving spouse, as the sole primary beneficiary, continues the Contract (spousal continuation). In such case, this rider will continue to provide the surviving spouse with the same benefits and coverage as elected on the Rider Date, and the following conditions will apply:

- the new Contract Value will be the Death Benefit;
- the Rider Fee Rate applicable immediately prior to the Owner's death will continue to the surviving spouse;
- no new spouse may be added; and
- this rider will terminate upon death of the surviving spouse.

Alternatively, the surviving spouse may choose to take any available option under the Death Benefit provisions of the Contract, and the Contract and this rider will both terminate.

In all cases, the Company will not permit a Beneficiary to make any election that would adversely affect the treatment of the Contract as an annuity contract under the Internal Revenue Code.

Reports

While this rider is in effect, the report provided to the Owner as described in the Contract will include the following:

- before the Coverage Date, the Income Benefit Base and the Annual Income Amount as of the Coverage Date; and
- after the Coverage Date, the Income Benefit Base and the Annual Income Amount as of the end of the current report period.

Maximum Annuity Income Date

If the Contract Value is greater than zero on the maximum Annuity Income Date, then the Owner may elect to:

1. make a full surrender as described in the Contract;
2. annuitize the Contract Value under one of the then currently available Annuity Options; or
3. annuitize the Contract Value as a single-life annuity (or a joint-life annuity, if joint-life coverage was elected on the Rider Date and still applies) with an annualized annuity payment of not less than the Annual Income Amount that would have been payable immediately prior to the maximum Annuity Income Date.

If no election is made, then the Company will default to the third option described above.

Termination of this Rider

This rider will terminate upon the earliest of the following:

- the date we approve the Owner's request to terminate this rider;
- the date a Purchase Payment or transfer is allocated other than to a Designated Fund or outside the specified allocation percentages;
- the date the Income Benefit Base equals zero immediately following an Early Withdrawal or an Excess Withdrawal;
- a change of ownership of the Contract, unless the new Owner or assignee assumes full ownership of the contract and has the same tax identification number as the previous Owner, ownership is transferred from a custodian to a new Owner or the assignment is for the purposes of effectuating a 1035 exchange of the contract;
- the Annuity Income Date under the Contract;
- the death of the Owner (if single-life coverage was elected); or
- termination of the Contract.


 [_____]
 [Westley V. Thompson, President]

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

GUARANTEED MINIMUM DEATH BENEFIT ENDORSEMENT

This endorsement is part of the Contract to which it is attached and is effective as of the Issue Date of the Contract. Except as stated in this endorsement, it is subject to the provisions contained in the Contract.

The following provision replaces the Contract provision titled "Amount of Death Benefit":

Amount of Death Benefit

The Death Benefit amount is determined as of the Death Benefit Date, and is equal to the greatest of:

- (a) the Contract Value on the Death Benefit Date, or
- (b) the total Purchase Payments, subject to the limitation set forth below, adjusted for any partial withdrawals, as of the Death Benefit Date.

A partial withdrawal will affect the amount payable under (b) on a basis proportional to the reduction in Contract Value brought about by such withdrawal. That is, any partial withdrawal will reduce the death benefit amount to an amount equal to the death benefit amount immediately before the withdrawal multiplied by the ratio of the Contract Value immediately after the withdrawal to the Contract Value immediately before the withdrawal.

Death Benefit Charge

The charge for this optional death benefit is an Asset Charge at the rate shown on the Contract Specifications. The Death Benefit Charge will increase the basic Annual Asset Charge under the Contract. If this endorsement terminates, this Death Benefit Charge will no longer apply.

Designated Funds

A Designated Fund is any Subaccount or Fixed Account that the Company makes available for use with this endorsement. While this endorsement is in effect, the entire Contract Value must be allocated to one or more of the Designated Funds and in accordance with the allocation percentages specified. The Contract Value will be automatically rebalanced once each calendar quarter according to the current target allocations of the Designated Funds elected by the Owner.

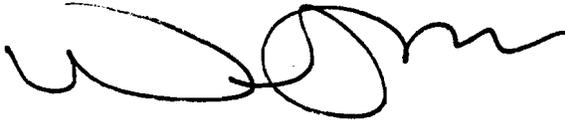
The Company reserves the right to change the available Designated Funds on new and existing Contracts and to limit the percentages of Contract Value that may be allocated to the Designated Funds. The Company will notify the Owner in writing upon any such change. Unless otherwise provided, any time there is a change in the Designated Funds, the Contract Value will remain in the previously available Designated Funds. However, any future transfers or Purchase Payments may only be allocated to the Designated Funds then available. Any transfer or allocation of Purchase Payments other than to a Designated Fund will result in termination of this endorsement.

Termination

This endorsement will terminate upon the earliest of:

- the date we receive the Owner's written request to terminate this endorsement;
- the date a Purchase Payment or transfer is allocated other than to a Designated Fund or outside the specified allocation percentages;
- the Annuity Income Date;

- the Death Benefit Date; and
- the date the Contract terminates.

A handwritten signature in black ink, appearing to read 'Westley V. Thompson', written in a cursive style.

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

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

GUARANTEED MINIMUM DEATH BENEFIT ENDORSEMENT

This endorsement is part of the Contract to which it is attached and is effective as of the Issue Date of the Contract. Except as stated in this endorsement, it is subject to the provisions contained in the Contract.

The following provision replaces the Contract provision titled "Amount of Death Benefit":

Amount of Death Benefit

The Death Benefit amount is determined as of the Death Benefit Date, and is equal to the greatest of:

- (a) the Contract Value on the Death Benefit Date;
- (b) the total Purchase Payments, subject to the limitation set forth below, adjusted for any partial withdrawals, as of the Death Benefit Date; or
- (c) the highest Contract Value on any Contract Anniversary before the Owner's 81st birthday adjusted for any Purchase Payments and any withdrawals made between such Contract Anniversary and the Death Benefit Date.

A partial withdrawal will affect the amount payable under (b) and (c) on a basis proportional to the reduction in Contract Value brought about by such withdrawal. That is, any partial withdrawal will reduce the death benefit amount to an amount equal to the death benefit amount immediately before the withdrawal multiplied by the ratio of the Contract Value immediately after the withdrawal to the Contract Value immediately before the withdrawal.

Death Benefit Charge

The charge for this optional death benefit is an Asset Charge at the rate shown on the Contract Specifications. The Death Benefit Charge will increase the basic Annual Asset Charge under the Contract. If this endorsement terminates, this Death Benefit Charge will no longer apply.

Designated Funds

A Designated Fund is any Subaccount or Fixed Account that the Company makes available for use with this endorsement. While this endorsement is in effect, the entire Contract Value must be allocated to one or more of the Designated Funds and in accordance with the allocation percentages specified. The Contract Value will be automatically rebalanced once each calendar quarter according to the current target allocations of the Designated Funds elected by the Owner.

The Company reserves the right to change the available Designated Funds on new and existing Contracts and to limit the percentages of Contract Value that may be allocated to the Designated Funds. The Company will notify the Owner in writing upon any such change. Unless otherwise provided, any time there is a change in the Designated Funds, the Contract Value will remain in the previously available Designated Funds. However, any future transfers or Purchase Payments may only be allocated to the Designated Funds then available. Any transfer or allocation of Purchase Payments other than to a Designated Fund will result in termination of this endorsement.

Termination

This endorsement will terminate upon the earliest of the following:

- the date we receive the Owner's written request to terminate this endorsement;

- the date a Purchase Payment or transfer is allocated to other than to a Designated Fund or outside the specified allocation percentages;
- the Annuity Income Date;
- the Death Benefit Date; and
- the date the Contract terminates.

A handwritten signature in black ink, appearing to read 'W. Thompson', with a stylized flourish at the end.

[Westley V. Thompson, President]

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

DCA FIXED ACCOUNT CONTRACT ENDORSEMENT

This endorsement is part of the Contract to which it is attached and is effective as of the Issue Date of the Contract. Except as stated in this endorsement, it is subject to the provisions contained in the Contract.

DEFINITIONS

DCA Fixed Account: a portion of this Contract established to accept Purchase Payments that may only be used for the Dollar Cost Averaging program. Funds in the DCA Fixed Account are invested in the General Account.

BENEFIT

Dollar Cost Averaging (DCA)

The DCA program is an option that allows the automatic periodic transfer of a portion of the Contract Value from the DCA Fixed Account to one or more of the Subaccounts available under the Contract. The transfers will occur during any DCA period and at the frequency made available by the Company and selected by the Owner. A designated DCA holding account may be the DCA Fixed Account and any designated Subaccount made available for this purpose.

If the DCA program is elected, the initial DCA period and frequency selected by the Owner is shown on the Contract Specifications.

Transfers under the DCA program continue until the portion of the Contract Value attributed to the DCA Fixed Account is depleted or the Owner elects to stop the program. The amount of each transfer will be equal to the total amount allocated to the DCA program, divided by the frequency selected by the Owner. The final amount transferred from the DCA Fixed Account will also include all interest earned.

Amounts allocated to the DCA Fixed Account will earn interest at an annual effective rate declared by the Company for the DCA period selected. The interest applied to each Purchase Payment will accrue daily based on the applicable interest rate for such Purchase Payment. In no event will the interest earned be less than the minimum guaranteed interest rate shown on the Contract Specifications. Amounts allocated to a Subaccount or any Fixed Account available under the Contract may not be transferred to a DCA period. If the DCA program is selected by the Owner as of the Issue Date, then the initial interest rate applied to the initial DCA period is shown on the Contract Specifications.

If the Owner elected to participate in the DCA program when the Contract was issued, then all future Purchase Payments will be allocated to the DCA program unless the Owner specifies otherwise. Any allocation of a new Purchase Payment to the DCA program will start a new DCA period.

The Company reserves the right to stop accepting allocations to any and all of the available periods under the DCA program. The Company will send written notice to the Owner at least 30 days prior to any such discontinuance. In the event the preceding DCA period is no longer available and no notice has been received from the Owner, then future Purchase Payments will automatically be allocated according to the Owner's then current Subaccount allocation instructions.

Termination

This endorsement will terminate upon the earliest of the following:

- the Annuity Income Date; and
- the date the Contract terminates.



[
[Westley V. Thompson], [President]

]

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

NURSING HOME WAIVER CONTRACT ENDORSEMENT

This endorsement is part of the Contract to which it is attached and is effective as of the Issue Date of the Contract. Except as stated in this endorsement, it is subject to the provisions contained in the Contract.

DEFINITIONS

Eligible Nursing Home: a licensed hospital or licensed skilled or intermediate care nursing facility at which medical treatment is available on a daily basis and daily medical records are kept for each patient.

BENEFIT

Nursing Home Waiver of Withdrawal Charge

The Company will waive the withdrawal charge upon full surrender of the Contract if all of the following conditions are met:

1. the Company receives the withdrawal request on or after the Benefit Eligibility Date shown on the Contract Specifications;
2. the Owner is confined to an Eligible Nursing Home and has been confined there for at least the preceding 180 days; and
3. the Owner's confinement to an Eligible Nursing Home began after the Issue Date.

At the time of the withdrawal request, proof of the Owner's confinement to an Eligible Nursing Home must be provided to the Company at its Annuity Service Center Mailing Address in such form as the Company may require.

If the Company finds proof of the Owner's confinement to be insufficient, the Owner will be notified of the denial and provided with the opportunity to accept or reject the surrender proceeds, including any withdrawal charges.

If the Owner is not a natural person, the Annuitant will be considered the Owner for the purposes of this endorsement.

Termination

This endorsement will terminate upon the earliest of the following:

- the Annuity Income Date; and
- the date the Contract terminates.


[Westley V. Thompson, President]

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

[Annuity Service Center, 112 Worcester Street, Wellesley Hills, MA 02481 • 800-752-7216]

1 | Withdrawal Charge Period

This section must be completed. **Please select one:**

If this section is left blank the default withdrawal charge will be [9-year.]

9-year
 7-year
 5-year]

2 | Owner Information

This section must be completed.

Owner

First Name	Middle Initial	Last Name
------------	----------------	-----------

OR

Non-natural owner (if applicable)

Social Security number/TIN	Date of birth (mm/dd/yyyy)	<input type="checkbox"/> Male <input type="checkbox"/> Female
Address 1 (number, street, apartment or suite)		
Address 2		
Mailing Address (if different)		
City	State	Zip
E-mail	Phone	

If you're applying for a Living Benefit with joint life coverage, the co-owner, if any, must be your spouse.

Co-Owner (if any)

First Name	Middle Initial	Last Name
Social Security number	Date of birth (mm/dd/yyyy)	<input type="checkbox"/> Male <input type="checkbox"/> Female
Address (number, street, apartment or suite)		
City	State	Zip
Relationship to owner	Phone	

3 | Annuitant Information

If this section is left blank, the owner, if a natural owner, will be named the annuitant, and the co-owner, if any, will be named the co-annuitant.

Annuitant (if different from owner)

First Name	Middle Initial	Last Name
Social Security number	Date of birth (mm/dd/yyyy)	<input type="checkbox"/> Male <input type="checkbox"/> Female
Address (number, street, apartment or suite)		
City	State	Zip

Co-Annuitant (if different from co-owner)

First Name	Middle Initial	Last Name
Social Security number	Date of birth (mm/dd/yyyy)	<input type="checkbox"/> Male <input type="checkbox"/> Female
Address (number, street, apartment or suite)		
City	State	Zip

4 | Plan Selection

Please select one:

This section must be completed.

- Non-qualified
 IRA Roth IRA SEP IRA
 Other qualified plan (please specify) _____
 Trustee _____

5 | Initial payment information

This section must be completed. Your initial payment must be a minimum of \$10,000, for nonqualified plans, and \$5,000 for qualified plans.

Payment type:

<input type="checkbox"/> Check	\$
<input type="checkbox"/> Wire	\$
<input type="checkbox"/> Transfer/Exchange	\$

Make payable to Sun Life Assurance Company of Canada (U.S.) and include the owner's name on the check.

6 | Living Benefit

A living benefit can be chosen only at the time of application, is available for an additional cost, may be subject to age availability, and may be subject to investment restrictions.

Living Benefit:

If you do not select single or joint life coverage, the default will be single.

- Sun Income VisionSM (SIV)
 Single Life
 Joint life]

7 | Death Benefits

Death benefits can be chosen only at the time of application, may be available for an additional cost, may be subject to age availability, and may be subject to investment restrictions.

Death Benefits: (Please select one):

This section must be completed.

- Contract Value—If you've selected no living benefit you do not need to adhere to the investment restrictions in Section 4, Part III.
 Return of Purchase Payment (ROP)
 Highest Anniversary Value (HAV)]

8 | Beneficiary Information

If you name primary beneficiaries, the total must add up to 100%. If you name contingent beneficiaries, the total must add up to 100%. If you do not elect a percentage the 100% will be divided equally among the specified beneficiaries for both primary and contingent beneficiaries.

- Primary beneficiary
 Contingent beneficiary

If you selected a Living Benefit with joint life coverage, the sole primary beneficiary must be your spouse. If the owner is a custodian, and you selected joint life, the sole contingent beneficiary must be your spouse.

First Name	Middle Initial	Last Name	
Social Security number		Date of birth (mm/dd/yyyy)	<input type="checkbox"/> Male <input type="checkbox"/> Female
Relationship to owner			%

- Primary beneficiary
 Contingent beneficiary

First Name	Middle Initial	Last Name	
Social Security number		Date of birth (mm/dd/yyyy)	<input type="checkbox"/> Male <input type="checkbox"/> Female
Relationship to owner			%

[Sun Life Solutions Individual Variable Annuity Application]

8 | Beneficiary Information (continued)

- Primary beneficiary
- Contingent beneficiary

First Name	Middle Initial	Last Name	
Social Security number		Date of birth (mm/dd/yyyy)	<input type="checkbox"/> Male <input type="checkbox"/> Female
Relationship to owner			%

- Primary beneficiary
- Contingent beneficiary

First Name	Middle Initial	Last Name	
Social Security number		Date of birth (mm/dd/yyyy)	<input type="checkbox"/> Male <input type="checkbox"/> Female
Relationship to owner			%

If you have additional primary beneficiaries, please list them on a separate sheet of paper. Please provide the information above and make sure to date and sign.

9 | Contract Replacements

This section must be completed.

For contracts signed in a NAIC/Form A State:

Are there any existing life insurance policies or annuity contracts in force and/or pending on the owner(s) with any company including Sun Life Assurance Company of Canada (U.S.) and its affiliates?

- Yes—Please complete an “*Important Notice: Replacement of Life Insurance or Annuities (Form A)*,” available on our website at [\[www.sunlifesales.com\]](http://www.sunlifesales.com) and listed under your state.
- No

For contracts signed in all other states:

Will the proposed contract replace an existing life insurance policy or annuity contract?

- Yes—Please complete your state’s *Replacement Form*, available on our website at [\[www.sunlifesales.com\]](http://www.sunlifesales.com) and listed under your state. Also complete the table below by listing each existing policy or contract you are replacing.

Company insurer	Insured name	Contract number

(Attach a sheet listing additional policies and/or contracts, if necessary.)

- No, this is not a replacement.

10 | Notes

Please do not include any exchange or transfer information here, as it will not be processed. Include annuity income date here.

11 Customer Acceptance

This section must be completed. **Important information about procedures for applying for a contract**

[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 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 have read the above 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.]

- I acknowledge that the statements and my answers in the application are the basis for any contract issued by the company and that no information about me will be considered to have been given to Sun Life Assurance Company of Canada (U.S.) unless it is stated in the application.
- I acknowledge that a sales representative does not have Sun Life Assurance Company of Canada (U.S.)'s authorization to accept risk, pass on insurability, or make, void, waive, or change any conditions or provisions of the application, contract or receipt, as applicable.
- I acknowledge that Sun Life Assurance Company of Canada (U.S.) will have no liability until a contract is issued on this application and delivered to and accepted by the owner and the first premium due is paid in full while each proposed owner and annuitant is alive.
- I acknowledge receipt of current product prospectus.

All payments and values provided by the Contract that are based on the variable account assets are not guaranteed and will decrease or increase with investment experience.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

I hereby represent that my answers to the questions on this application are true and complete to the best of my knowledge and belief.

Sign here ▶	Signature of owner	
	Signed at (city/state)	Date signed (mm/dd/yyyy)
Sign here ▶	Signature of co-owner	
	Signed at (city/state)	Date signed (mm/dd/yyyy)

12 Registered Representative Information

This section must be completed.

Broker/dealer information (please print)

Broker/dealer name	Broker/dealer account number	
Branch office address	Phone	
City	State	Zip
Producer Team Name	Team ID	

[Sun Life Solutions Individual Variable Annuity Application]

12 Registered Representative Information (continued)

Representative information (please print)

Allocations must be whole numbers and total 100%.

Primary representative name	Last 4 digits of SSN	%
Representative name	Last 4 digits of SSN	%
Representative name	Last 4 digits of SSN	%
Representative name	Last 4 digits of SSN	%
Representative name	Last 4 digits of SSN	%
		Total 100%

Commission option (please select one):

Option A Option B Option C]

Contract replacements

For contracts signed in a NAIC/Form A State:

Are there any existing life insurance policies or annuity contracts in force and/or pending on the owner(s) with any company including Sun Life Assurance Company of Canada (U.S.) and its affiliates?

- Yes—Please complete an “*Important Notice: Replacement of Life Insurance or Annuities (Form A)*,” available on our website at [www.sunlifesales.com] and listed under your state.
- No

For contracts signed in all other states:

To your knowledge is there, or may there be, a replacement involved in the purchase of this contract?

- Yes—Please complete the state’s *Replacement Form*, available on our website at [www.sunlifesales.com] and listed under your state.
- No, this is not a replacement.

[Anti-money laundering customer identify information

I have reviewed the owner’s identity document presented and recorded the following information from it:

Applicant name		Date of Birth (mm/dd/yyyy)	
Address (number, street, apartment or suite)			
City	State	Zip	
Type of ID document—Individual	ID number	Expiration date (mm/dd/yyyy)	
Type of ID document—Corporate or other non-natural person (a government issued document showing the existence of the entity, e.g. a certificate of good standing or equivalent)			
Date of incorporation or trust	Issue date of ID document	State of issue	

I certify that I have completed all applicable mandatory state annuity training courses prior to soliciting this application. I have also completed the annuity product training provided by Sun Life for this product, and remain duly licensed to sell annuity contracts.

Sign here ▶

Primary representative signature

Section 4 - Beneficiary(ies) Information

<u>Name</u>	<u>Relationship</u>	<u>Percentage</u>	<u>Date of Birth</u>	<u>Gender</u>	<u>Role</u>
	[]			[]	[]

Section 5 – Contract Type and Source of Funds

Non-Qualified:

New Purchase 1035/Transfer

Qualified: []

Contribution for Tax Year: _____

Direct Transfer or Roll-over Individually Owned Employer Plan

Section 6 – Optional Benefits

Death Benefit: _____

Living Benefit: []

Optional Programs:

Portfolio Rebalance Frequency: []

Systematic Withdrawal: \$_____ [Day of Month: ___] Frequency: []

Dollar Cost Averaging: [] % [] Frequency: []

Section 7 – Investment Selection

Fund Name	Percent	Fund Name	Percent
[]			
			[]

Section 8 – Notices and Disclaimers

Sales Material:

Only Sun Life Assurance Company of Canada (U.S.) issued sales materials should have been used in the sale of this contract to you. Please advise if sales materials, other than company issued materials, were used during the sales process. If you have any questions about the sales materials used, please advise us at the number referenced above.

Suitability of this Annuity:

Sun Life Assurance Company of Canada (U.S.) requires that all recommendations for the purchase or exchange of its annuity products to be suitable for the consumer based on the information known by the producer at the time of application. Prior to making a recommendation for the purchase or exchange of an annuity product, the producer must make a reasonable effort to obtain and assess relevant information (financial assets, risk tolerance and financial objectives as they relate to your insurance needs and financial objectives). Producers are required to maintain a record of this information.

Fraud Warning:

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Section 9 – Customer Acknowledgements and Signature(s)

Contract replacements

Are there any existing life insurance policies or annuity contracts in force and/or pending on the owner(s) with any company including Sun Life Assurance Company of Canada (U.S.) and its affiliates?

Yes

No

[Customer Transfer Authorization

Authorization to transfer funds on Custodian accounts is governed by your Firm's Custodian Agreement.

By checking "Yes" below, and to the extent permitted by the Distributor Firm of record on this account, I/we hereby authorize the registered representative(s)/agent(s) of record on this contract, and any registered representative(s)/agent(s) of record servicing this account in the future, and his/her/their designees, to initiate by a means acceptable to Sun Life Assurance Company of Canada (U.S.)/Sun Life Insurance and Annuity Company of New York (hereinafter referred to as "the Company") transfers among available sub-accounts, fixed guarantee periods and changes to investment allocations in this contract. I/we hold the Company, its agents and affiliates harmless from any and all claims, losses and costs that might arise from the Company's acting upon such instructions. I/we further understand and agree that the Company may terminate this authorization in its discretion at any time without prior notice, but in the absence of such termination, this authorization will remain in effect, unless the Company receives at its administrative office, in a form acceptable to the Company, notice from me/us, that such authority has been revoked, or acceptable proof of an Owner's death.

Yes

No]

[Important information about procedures for applying for a contract

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 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 have read the above 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.]

I have read the fraud warning contained in Section 8.

I acknowledge receipt of the current product prospectus and Sun Life Assurance Company of Canada (U.S.)'s Privacy Policy.

I hereby represent that my answers to the questions on this application are correct and true to the best of my knowledge and belief.

Signature of owner	Date signed (mm/dd/yyyy)
--------------------	--------------------------

Signature of co-owner	Date signed (mm/dd/yyyy)
-----------------------	--------------------------

Section 10 – Registered Representative Information and Signature(s)

Anti-money laundering customer identity information

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

Applicant name		Date of birth (mm/dd/yyyy)	
Address (number, street, apartment or suite)			
City		State	Zip
Type of ID document - Individual	ID number		Expiration date (mm/dd/yyyy)
Type of ID document – Corporate or other non-natural person (a government issued document showing the existence of the entity e.g. a certificate of good stand equivalent)			
Date of incorporation or trust	Issue date of ID document	State of issue	

[I certify that I have completed all applicable mandatory state annuity training courses prior to soliciting this application. I have also completed the annuity product training provided by Sun Life for this product, and remain duly licensed to sell annuity contracts.]

Contract replacements

Are there any existing life insurance policies or annuity contracts in force and/or pending on the owner(s) with any company including Sun Life Assurance Company of Canada (U.S.) and its affiliates?

Yes

No

Agent Name

Percent

SSN

Producer Team Name: _____

Team Number: _____

Signature of Registered Representative	Date signed (mm/dd/yyyy)
--	--------------------------

Broker/Dealer: [_____] Customer Account Number: _____

Commission Option: [_____] Confirmation Number: _____

***Please fax this signed document to [781-304-5383]**

SERFF Tracking Number: SUNL-127189937 State: Arkansas
 Filing Company: Sun Life Assurance Company of Canada (U.S.) State Tracking Number: 48962
 Company Tracking Number: SL SOLUTIONS
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: SL Solutions
 Project Name/Number: SL Solutions/SL Solutions

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment: AR-Certificate of Complaince Rule & Reg 19.pdf		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: Please see application forms in the Form Schedule tab for review and approval.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Acturial Memo		
Comments:		
Attachments: 5 year Actuarial Memo - AR.pdf 7 year Actuarial Memo -AR.pdf 9 year Actuarial Memo - AR.pdf Actuarial Memo for SIV.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statements of Variability		
Comments:		
Attachments: SOV 11-VA-R-01 5-24-11.pdf SOV 11-VA-E-01 5-23-11.pdf SOV 11-VA-E-02 5-23-11.pdf SOV 11-VA-E-03 5-23-11.pdf SOV 11-VA-E-04 5-23-11.pdf		

SERFF Tracking Number: SUNL-127189937 *State:* Arkansas
Filing Company: Sun Life Assurance Company of Canada (U.S.) *State Tracking Number:* 48962
Company Tracking Number: SL SOLUTIONS
TOI: A031 Individual Annuities - Deferred Variable *Sub-TOI:* A031.002 Flexible Premium
Product Name: SL Solutions
Project Name/Number: SL Solutions/SL Solutions

SOV 11-VA-SP-01 5Yr Spec Pages 5-25-11.pdf

SOV 11-VA-SP-02 7Yr Spec Pages 5-25-11.pdf

SOV 11-VA-SP-03 9Yr Spec Pages 5-25-11.pdf

SOV 11-VA-C-01-AR 5-23-11.pdf

SOV 11-VA-AP-01 5-27-11.pdf

SOV 11-VA-EAP-01-AR 5-27-11.pdf

**STATE OF ARKANSAS
INSURANCE DEPARTMENT**

CERTIFICATE OF COMPLIANCE WITH RULE AND REGULATION 19

RE: Form Numbers:

Riders: 11-VA-C-01-AR, 11-VA-SP-01, 11-VA-SP-02, 11-VA-SP-03, 11-VA-R-01, 11-VA-E-01, 11-VA-E-02, 11-VA-E-03, 11-VA-E-04, 11-VA-AP-01, 11-VA-EAP-01-AR

We hereby certify that the guidelines established in Arkansas Rule and Regulation 19 have been reviewed and the policy form(s) designated above comply(ies) with these guidelines.

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

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

Thomas Miele, Assistant Vice President, Annuities

May 30, 2011

Date

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

Form Number: 11-VA-R-01
Revision Date: 5/23/2011

Variability denoted by bracketing

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: 11-VA-E-01
Revision Date: 5/23/2011

Variability denoted by bracketing

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: 11-VA-E-02
Revision Date: 5/23/2011

Variability denoted by bracketing

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: 11-VA-E-03
Revision Date: 5/23/2011

Variability denoted by bracketing

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: 11-VA-E-04
Revision Date: 5/23/2011

Variability denoted by bracketing

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.
Statement of Variability**

Form #: 11-VA-SP-01

Revision Date: 5-25-11

Variability denoted by bracketing

Field	Scope of Variation
Sun Life Solutions	This is the marketing name of the variable annuity product. Variability intended for change to the marketing name by the Company.
State Department of Insurance	The state where the contract is delivered or issued for delivery will appear here with the telephone number of that state's insurance department.
Contract Number	Hypothetical - John Doe specimen information.
Contract Type	Hypothetical - John Doe specimen information.
Owner	Hypothetical - John Doe specimen information. Variability Range = The Owner's name as completed on the Application
Age of Owner	Hypothetical - John Doe specimen information. Variability Range = Age 0 – 85
Co-Owner	Hypothetical - John Doe specimen information. Variability Range = The Co-Owner's name as completed on the Application If there is no Co-Owner then this will not print.
Age of Co-Owner	Hypothetical - John Doe specimen information. Variability Range = Age 0 – 85 If there is no Co-Owner then this will not print.
Annuitant	Hypothetical - John Doe specimen information. Variability Range = The Annuitant's name as completed on the Application
Age of Annuitant	Hypothetical - John Doe specimen information. Variability Range = Age 0 – 85
Co-Annuitant	Hypothetical - John Doe specimen information. Variability Range = The Co-Annuitant's name as completed on the Application If there is no Co-Annuitant then this will not print.

Field	Scope of Variation
Age of Co-Annuitant	<p>Hypothetical - John Doe specimen information.</p> <p>Variability Range = Age 0 – 85</p> <p>If there is no Co-Annuitant then this will not print.</p>
Issue Date	<p>Hypothetical - John Doe specimen information.</p> <p>Date on which contract becomes effective.</p>
First Contract Anniversary Date	<p>Hypothetical - John Doe specimen information.</p> <p>One calendar year from the Issue Date</p>
Initial Purchase Payment	<p>Hypothetical - John Doe specimen information.</p>
Maximum Age for Subsequent Purchase Payment	<p>Variability Range = 75 - 95</p> <p>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.</p>
Maximum Total Purchase Payments	<p>Variability Range =</p> <p>Age: 0 - 85</p> <p>Amount: \$500,000 - \$10,000,000</p> <p>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.</p>
Benefits and Riders	<p>Variability to show any approved and available benefit or riders elected by the Owner.</p> <p>Variable range = benefit elected</p>
Sun Income Vision	<p>Hypothetical - John Doe specimen information.</p> <p>Variability to show any approved and available benefit or riders elected by the Owner.</p>
Lifetime Income Percentage Rates Table	<p>Variability Range:</p> <p>Age of Covered Person = 18 - 95</p> <p>Lifetime Income Percentage = 1% - 8%</p> <p>Age Break Tiers = 1 - 20</p> <p>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.</p> <p>This table and the information provided will print if the Living Benefit Rider is elected. If not elected, then this table will not print.</p>

Field	Scope of Variation
Minimum Contract Value for waiver of Contract Fee	<p>Variability Range: Initial = \$50,000 - \$250,000</p> <p>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.</p>
Death Benefit Charge	<p>Variability only intended to show if an optional Death Benefit with an additional charge is selected. If not selected then this will not print.</p> <p>Variable Range:</p> <p>Return of Purchase Payment</p> <p>0.20% - first 5 years</p> <p>0.20% - after 5 years</p> <p>Highest Anniversary Value</p> <p>0.60% - first 5 years</p> <p>0.60% - after 5 years</p>
Total Annual Asset Charge	<p>Variability only intended to show if an optional Death Benefit with an additional charge is selected. If not selected then the Total Annual Asset Charge equals the Basic Annual Asset Charge.</p> <p>Variable Range:</p> <p>If Return of Purchase Payment</p> <p>1.80% - first 5 years</p> <p>1.20% - after 5 years</p> <p>If Highest Anniversary Value</p> <p>2.20% - first 5 years</p> <p>1.60% - after 5 years</p>
Free Withdrawal Amount	<p>Variability Range:</p> <p>% of Purchase Payments subject to withdrawal charges at time of withdrawal = 5% - 15%</p> <p>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.</p>
Nursing home Waiver of Withdrawal Charges	<p>Variability only intended in the event that waiver is not recognized by the Owner's state.</p>
Benefit Eligibility Date	<p>Hypothetical – John Doe specimen information</p> <p>Variability = First Contract Anniversary Date</p>

Field	Scope of Variation
Initial Purchase Payment Allocation Blended Model	<p>Hypothetical – John Doe specimen information</p> <p>Variability Range = Any available model.</p> <p>If elected text and Model Name is printed.</p> <p>This is the current name of the model. No other marketing names are anticipated at this time.</p> <p>Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.</p>
Variable	<p>Hypothetical – John Doe specimen information</p> <p>Variability to show Owner’s selection of the then currently available Variable sub-accounts and corresponding allocation percentages.</p>
Dollar Cost Averaging	<p>Hypothetical – John Doe specimen information</p> <p>Variability to show Owner’s participation in Dollar Cost Averaging Program</p> <p>Variability Range:</p> <p>DCA from Account = Funds designated as DCA from which investments will be automatically made.</p> <p>DCA Percentage Initial Purchase Payment = 1.00% - 100%</p> <p>Initial DCA Period = Length of time from which investments will be made from the DCA from Account.</p> <p>Initial DCA Frequency = Payment frequency as selected by the Owner</p> <p>Initial Interest Rate = 1.00% - 10.00%</p> <p>Variability only intended for a future change by the Company. Any such change would apply to new issues or future payments to the DCA on a going forward basis only.</p>
DCA Fixed Account Minimum Guarantees	<p>Variability only intended for a future change to the DCA Program whereas the Company may decide to suspend or discontinue the DCA Program.</p> <p>Any such change would apply to new issues on a going forward basis only.</p> <p>DCA Fixed Account Minimum Guaranteed Interest Rate = 1.00% - 3.00%</p> <p>Rate is based on the nonforfeiture rate.</p> <p>Variability only intended for future changes to the nonforfeiture rate.</p> <p>Any such change would apply to new issues going forward basis only.</p>
Transfers	<p>Variability Range:</p> <p>Initial Fee Per Transfer = \$0 - \$25</p> <p>Maximum Number of Transfers Per Contract Year = 1 - 20</p>

Field	Scope of Variation
Annuitization	<p>Hypothetical – John Doe specimen information</p> <p>Variability Range:</p> <p>Annuity Income Date = Date selected by Owner or maximum commencement date, not later than the first month following the Annuitant's 95th birthday..</p> <p>Minimum Annuity Purchase Amount = \$1,000 - \$5,000</p> <p>Minimum Initial Annuity Payment = \$20 - \$100</p> <p>Maximum Contract Fee After Annuity Commencement Date = \$0 - \$50</p>
4.20%	<p>Variability Range = 3.25% - 6.00%</p> <p>Variability only intended for a future change by the Company. Any such change would apply to new issues on a going forward basis only.</p>
Beneficiary Information	<p>Hypothetical - John Doe specimen information.</p> <p>Variability Range = The Beneficiary(ies)'s name(s), relationship and allocation percentage as completed on the Application.</p>
Multiple Beneficiaries on File	<p>Variability to show text when greater than four beneficiaries.</p>
You have selected an optional living benefit or death benefit option and must adhere to the following allocation limits.	<p>This text will print if an optional living benefit or death benefit option is elected. If not elected, then this text will not print.</p>
I. 100% Allocation Option ... Sun Capital Global Real Estate Fund	<p>Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.</p>
(30% to 100%)	<p>Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.</p>
(0% to 70%)	<p>Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.</p>
(0% to 70%)	<p>Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.</p>
(0% to 70%)	<p>Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.</p>

Field	Scope of Variation
(0% to 10%)	Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.

**Sun Life Assurance Company of Canada U.S.
Statement of Variability**

Form #: 11-VA-SP-02

Revision Date: 5-25-11

Variability denoted by bracketing

Field	Scope of Variation
Sun Life Solutions Annuity	This is the marketing name of the variable annuity product. Variability intended for the final marketing name by the Company.
State Department of Insurance	The state where the contract is delivered or issued for delivery will appear here with the telephone number of that state's insurance department.
Contract Number	Hypothetical - John Doe specimen information.
Contract Type	Hypothetical - John Doe specimen information.
Owner	Hypothetical - John Doe specimen information. Variability Range = The Owner's name as completed on the Application
Age of Owner	Hypothetical - John Doe specimen information. Variability Range = Age 0 – 85
Co-Owner	Hypothetical - John Doe specimen information. Variability Range = The Co-Owner's name as completed on the Application If no Co-Owner then this will not print.
Age of Co-Owner	Hypothetical - John Doe specimen information. Variability Range = Age 0 – 85 If no Co-Owner then this will not print.
Annuitant	Hypothetical - John Doe specimen information. Variability Range = The Annuitant's name as completed on the Application
Age of Annuitant	Hypothetical - John Doe specimen information. Variability Range = Age 0 – 85
Co-Annuitant	Hypothetical - John Doe specimen information. Variability Range = The Co-Annuitant's name as completed on the Application If there is no C-Annuitant then this will not print.

Field	Scope of Variation
Age of Co-Annuitant	<p>Hypothetical - John Doe specimen information.</p> <p>Variability Range = Age 0 – 85.</p> <p>If there is no C-Annuitant then this will not print.</p>
Issue Date	<p>Hypothetical - John Doe specimen information.</p> <p>Date on which contract becomes effective.</p>
First Contract Anniversary Date	<p>Hypothetical - John Doe specimen information.</p> <p>One calendar year from the Issue Date</p>
Initial Purchase Payment	<p>Hypothetical - John Doe specimen information.</p>
Maximum Age for Subsequent Purchase Payment	<p>Variability Range = 75 - 95</p> <p>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.</p>
Maximum Total Purchase Payments	<p>Variability Range =</p> <p>Age: 0 - 85</p> <p>Amount: \$500,000 - \$10,000,000</p> <p>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.</p>
Benefits and Riders	<p>Variability to show any approved and available benefit or riders elected by the Owner.</p> <p>Variable range = benefit elected</p>
Sun Income Vision	<p>Hypothetical - John Doe specimen information.</p> <p>Variability to show any approved and available benefit or riders elected by the Owner.</p>
Lifetime Income Percentage Rates Table	<p>Variability Range:</p> <p>Age of Covered Person = 18 - 95</p> <p>Lifetime Income Percentage = 1% - 8%</p> <p>Age Break Tiers = 1 - 20</p> <p>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.</p> <p>This table and the information provided will print if the Living Benefit Rider is elected. If not elected, then this table will not print.</p>

Field	Scope of Variation
Coverage Type	Hypothetical - John Doe specimen information. Variability Range = Single Life or Joint Life
Covered Person	Hypothetical - John Doe specimen information. If Single Life = Oldest Owner If Joint Life = Younger Spouse
Initial Income Benefit Base	Hypothetical - John Doe specimen information.
Maximum Income Benefit Base	Variability Range = \$1,000,000 - \$10,000,000 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.
Sun Income Vision Rider Date	Hypothetical - John Doe specimen information. Date = Month Day, Year
Sun Income Vision Coverage Date	Hypothetical - John Doe specimen information. Date = Month Day, Year
Optional Living Benefit Quarterly Rider Fee	Variability Range: If Single Life is elected then the fees are: Initial = 0.0125% - 0.2375% Maximum = 0.2375% If Joint Life is selected then the fees are: Initial = 0.0125% - 0.275% Maximum = 0.275% Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change will not exceed the Maximum percentage. This table and the information provided will print if the Living Benefit Rider is elected. If not elected, then this table will not print.
Death Benefit Return of Purchase Payment	Variability Range = Contract Value or Return of Purchase Payment (ROP) or Highest Anniversary Value (HAV) Variability to show any approved and available death benefit elected by the Owner.
Annual Contract Fee	Variability Range: Initial = \$0 - \$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.

Field	Scope of Variation
Minimum Contract Value for waiver of Contract Fee	<p>Variability Range:</p> <p>Initial = \$50,000 - \$250,000</p> <p>Maximum = \$50,000 - \$250,000</p> <p>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.</p>
Death Benefit Charge	<p>Variability only intended to show if an optional Death Benefit with an additional charge is selected. If not selected then this will not print.</p> <p>Variable Range:</p> <p>Return of Purchase Payment</p> <p>0.20% - first 7 years</p> <p>0.20% - after 7 years</p> <p>Highest Anniversary Value</p> <p>0.60% - first 7 years</p> <p>0.60% - after 7 years</p>
Total Annual Asset Charge	<p>Variability only intended to show if an optional Death Benefit with an additional charge is selected. If not selected then the Total Annual Asset Charge equals the Basic Annual Asset Charge.</p> <p>Variable Range:</p> <p>If Return of Purchase Payment</p> <p>1.40% - first 7 years</p> <p>1.20% - after 7 years</p> <p>If Highest Anniversary Value</p> <p>1.80% - first 7 years</p> <p>1.60% - after 7 years</p>
Free Withdrawal Amount	<p>Variability Range:</p> <p>% of Purchase Payments subject to withdrawal charges at time of withdrawal = 5% - 15%</p> <p>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.</p>
Nursing home Waiver of Withdrawal Charges	<p>Variability only intended in the event that waiver is not recognized by the Owner's state.</p>
Benefit Eligibility Date	<p>Hypothetical – John Doe specimen information</p> <p>Variability = First Contract Anniversary Date</p>

Field	Scope of Variation
Initial Purchase Payment Allocation Blended Model	<p>Hypothetical – John Doe specimen information</p> <p>Variability Range = Any available model.</p> <p>If elected text and Model Name is printed.</p> <p>This is the current name of the model. No other marketing names are anticipated at this time.</p> <p>Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.</p>
Variable	<p>Hypothetical – John Doe specimen information</p> <p>Variability to show Owner’s selection of the then currently available Variable sub-accounts and corresponding allocation percentages.</p>
Dollar Cost Averaging	<p>Hypothetical – John Doe specimen information</p> <p>Variability to show Owner’s participation in Dollar Cost Averaging Program</p> <p>Variability Range:</p> <p>DCA from Account = Funds designated as DCA from which investments will be automatically made.</p> <p>DCA Percentage Initial Payment Purchase = 1.00% - 100%</p> <p>Initial DCA Period = Length of time from which investments will be made from the DCA from Account.</p> <p>Initial DCA Frequency = Payment frequency as selected by the Owner</p> <p>Initial Interest Rate = 1.00% - 10.00%</p> <p>Variability only intended for a future change by the Company. Any such change would apply to new issues or future payments to the DCA on a going forward basis only.</p>
DCA Fixed Account Minimum Guarantees	<p>Variability only intended for a future change to the DCA Program whereas the Company may decide to suspend or discontinue the DCA Program.</p> <p>Any such change would apply to new issues on a going forward basis only.</p> <p>DCA Fixed Account Minimum Guaranteed Interest Rate = 1.00% - 3.00%</p> <p>Rate is based on the nonforfeiture rate.</p> <p>Variability only intended for future changes to the nonforfeiture rate.</p> <p>Any such change would apply to new issues going forward basis only.</p>
Transfers	<p>Variability Range:</p> <p>Initial Fee Per Transfer = \$0 - \$25</p> <p>Maximum Number of Transfers Per Contract Year = 1 - 20</p>

Field	Scope of Variation
Annuitization	<p>Hypothetical – John Doe specimen information</p> <p>Variability Range:</p> <p>Annuity Income Date = Date selected by Owner or maximum commencement date, not later than the first month following the Annuitant's 95th birthday..</p> <p>Minimum Annuity Purchase Amount = \$1,000 - \$5,000</p> <p>Minimum Initial Annuity Payment = \$20 - \$100</p> <p>Maximum Contract Fee After Annuity Commencement Date = \$0 - \$50</p>
4.20%	<p>Variability Range = 3.25% - 6.00%</p> <p>Variability only intended for a future change by the Company. Any such change would apply to new issues on a going forward basis only.</p>
Beneficiary Information	<p>Hypothetical - John Doe specimen information.</p> <p>Variability Range = The Beneficiary(ies)'s name(s), relationship and allocation percentage as completed on the Application.</p>
Multiple Beneficiaries on File	<p>Variability to show text when greater than four beneficiaries.</p>
You have selected ... Sun Capital Global Real Estate Fund	<p>This text and Investment Options is will print if the Living Benefit Rider or Death Benefit option is elected. If not elected, then this table will not print.</p> <p>Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.</p>
You have selected an optional living benefit or death benefit option and must adhere to the following allocation limits.	<p>This text will print if the optional living benefit or death benefit option is elected. If not elected, then this table will not print.</p>
I. 100% Allocation Option ... Sun Capital Global Real Estate Fund	<p>Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.</p>
(30% to 100%)	<p>Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.</p>
(0% to 70%)	<p>Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.</p>

Field	Scope of Variation
(0% to 70%)	Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.
(0% to 70%)	Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.
(0% to 10%)	Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.

**Sun Life Assurance Company of Canada U.S.
Statement of Variability**

Form #: 11-VA-SP-03

Revision Date: 5-25-11

Variability denoted by bracketing

Field	Scope of Variation
Sun Life Solutions Annuity	This is the marketing name of the variable annuity product. Variability intended for change to the marketing name by the Company.
State Department of Insurance	The state where the contract is delivered or issued for delivery will appear here with the telephone number of that state's insurance department.
Contract Number	Hypothetical - John Doe specimen information.
Contract Type	Hypothetical - John Doe specimen information.
Owner	Hypothetical - John Doe specimen information. Variability Range = The Owner's name as completed on the Application
Age of Owner	Hypothetical - John Doe specimen information. Variability Range = Age 0 – 85
Co-Owner	Hypothetical - John Doe specimen information. Variability Range = The Co-Owner's name as completed on the Application If there is no Co-Owner then this will not print.
Age of Co-Owner	Hypothetical - John Doe specimen information. Variability Range = Age 0 – 85 If there is no Co-Owner then this will not print..
Annuitant	Hypothetical - John Doe specimen information. Variability Range = The Annuitant's name as completed on the Application
Age of Annuitant	Hypothetical - John Doe specimen information. Variability Range = Age 0 – 85.
Co-Annuitant	Hypothetical - John Doe specimen information. Variability Range = The Co-Annuitant's name as completed on the Application If there is no Co-Annuitant then this will not print.

Field	Scope of Variation
Age of Co-Annuitant	<p>Hypothetical - John Doe specimen information.</p> <p>Variability Range = Age 0 – 85</p> <p>If there is no Co-Annuitant then this will not print..</p>
Issue Date	<p>Hypothetical - John Doe specimen information.</p> <p>Date on which contract becomes effective.</p>
First Contract Anniversary Date	<p>Hypothetical - John Doe specimen information.</p> <p>One calendar year from the Issue Date</p>
Initial Purchase Payment	<p>Hypothetical - John Doe specimen information.</p>
Maximum Age for Subsequent Purchase Payment	<p>Variability Range = 75 - 95</p> <p>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.</p>
Maximum Total Purchase Payments	<p>Variability Range =</p> <p>Age: 0 - 85</p> <p>Amount: \$500,000 - \$10,000,000</p> <p>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.</p>
Benefits and Riders	<p>Variability to show any approved and available benefit or riders elected by the Owner.</p> <p>Variable range = benefit elected</p>
Sun Income Vision	<p>Hypothetical - John Doe specimen information.</p> <p>Variability to show any approved and available benefit or riders elected by the Owner.</p>
Lifetime Income Percentage Rates Table	<p>Variability Range:</p> <p>Age of Covered Person = 18 - 95</p> <p>Lifetime Income Percentage = 1% - 8%</p> <p>Age Break Tiers = 1 - 20</p> <p>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.</p> <p>This table and the information provided will print if the Living Benefit Rider is elected. If not elected, then this table will not print.</p>

Field	Scope of Variation
Annual Contract Fee	Variability Range: Initial = \$0 - \$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.
Minimum Contract Value for waiver of Contract Fee	Variability Range: Initial = \$50,000 - \$250,000 Maximum = \$50,000 - \$250,000 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.
Death Benefit Charge	Variability only intended to show if an optional Death Benefit with an additional charge is selected. If not selected then this will not print. Variable Range: Return of Purchase Payment = 0.20% Highest Anniversary Value = 0.60%
Total Annual Asset Charge	Variability only intended to show if an optional Death Benefit with an additional charge is selected. If not selected then the Total Annual Asset Charge equals the Basic Annual Asset Charge. Variable Range: If Return of Purchase Payment then = 1.20% If Highest Anniversary Value then = 1.60%
Free Withdrawal Amount	Variability Range: % of Purchase Payments subject to withdrawal charges at time of withdrawal = 5% - 15% 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.
Nursing home Waiver of Withdrawal Charges	Variability only intended in the event that waiver is not recognized by the Owner's state.
Benefit Eligibility Date	Hypothetical – John Doe specimen information Variability = First Contract Anniversary Date

Field	Scope of Variation
Initial Purchase Payment Allocation Blended Model	<p>Hypothetical – John Doe specimen information</p> <p>Variability Range = Any available model.</p> <p>If elected text and Model Name is printed.</p> <p>This is the current name of the model. No other marketing names are anticipated at this time.</p> <p>Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.</p>
Variable	<p>Hypothetical – John Doe specimen information</p> <p>Variability to show Owner’s selection of the then currently available Variable sub-accounts and corresponding allocation percentages.</p>
Dollar Cost Averaging	<p>Hypothetical – John Doe specimen information</p> <p>Variability to show Owner’s participation in Dollar Cost Averaging Program</p> <p>Variability Range:</p> <p>DCA from Account = Funds designated as DCA from which investments will be automatically made.</p> <p>DCA Percentage Initial Payment = 1.00% - 100%</p> <p>Initial DCA Period = Length of time from which investments will be made from the DCA from Account.</p> <p>Initial DCA Frequency = Payment frequency as selected by the Owner</p> <p>Initial Interest Rate = 1.00% - 10.00%</p> <p>Variability only intended for a future change by the Company. Any such change would apply to new issues or future payments to the DCA on a going forward basis only.</p>
DCA Fixed Account Minimum Guarantees	<p>Variability only intended for a future change to the DCA Program whereas the Company may decide to suspend or discontinue the DCA Program.</p> <p>Any such change would apply to new issues on a going forward basis only.</p> <p>DCA Fixed Account Minimum Guaranteed Interest Rate = 1.00% - 3.00%</p> <p>Rate is based on the nonforfeiture rate.</p> <p>Variability only intended for future changes to the nonforfeiture rate.</p> <p>Any such change would apply to new issues going forward basis only.</p>
Transfers	<p>Variability Range:</p> <p>Initial Fee Per Transfer = \$0 - \$25</p> <p>Maximum Number of Transfers Per Contract Year = 1 - 20</p>

Field	Scope of Variation
Annuitization	<p>Hypothetical – John Doe specimen information</p> <p>Variability Range:</p> <p>Annuity Income Date = Date selected by Owner or maximum commencement date. Not later than the first month following the Annuitant’s 95th birthday.</p> <p>Minimum Annuity Purchase Amount = \$1,000 - \$5,000</p> <p>Minimum Initial Annuity Payment = \$20 - \$100</p> <p>Maximum Contract Fee After Annuity Commencement Date = \$0 - \$50</p>
4.20%	<p>Variability Range = 3.25% - 6.00%</p> <p>Variability only intended for a future change by the Company. Any such change would apply to new issues on a going forward basis only.</p>
Beneficiary Information	<p>Hypothetical - John Doe specimen information.</p> <p>Variability Range = The Beneficiary(ies)'s name(s), relationship and allocation percentage as completed on the Application.</p>
Multiple Beneficiaries on File	<p>Variability to show text when greater than four beneficiaries.</p>
You have selected an optional living benefit or death benefit option and must adhere to the following allocation limits.	<p>This text will print if an optional living benefit or death benefit option is elected. If not elected, then this table will not print.</p>
I. 100% Allocation Option ... Sun Capital Global Real Estate Fund	<p>Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.</p>
(30% to 100%)	<p>Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.</p>
(0% to 70%)	<p>Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.</p>
(0% to 70%)	<p>Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.</p>
(0% to 70%)	<p>Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.</p>

Field	Scope of Variation
(0% to 10%)	Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.

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

Form Number: 11-VA-C-01-AR
Revision Date: 5/23/2011

Variability denoted by bracketing and annotation

Variable Field	Variable Description
Executive Office	This will vary if the address changes.
Home Office	This will vary if the address changes.
Service Center Address	This will vary if the address changes.
Toll Free Number	This will vary if the number changes.
Web Site Address	This will vary if the web site changes.
President Name and Signature	This is the current President's name and signature and will change as the officer changes.
Secretary Name and Signature	This is the current Secretary's name and signature and will change as the officer changes.

**Sun Life Assurance Company of Canada (U.S.)
Statement of Variability**

Form Number: 11-VA-AP-01

Revised Date: May 27 2011

Variability denoted by bracketing

Page No.	Field	Scope of Variation
1	Banner	Banner is bracketed to accommodate future changes.
1	Annuity Service Center, 112 Worcester Street, Wellesley Hills, MA 02481 1-800-752-7216	Address and telephone number are bracketed to accommodate future changes.
1	Withdrawal Charge Period 9 – Year 7 – Year 5 – Year	Variability Range: 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	9-Year	Variability Range: 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.
2	6 Living Benefit <input type="checkbox"/> Sun Income Vision SM <input type="checkbox"/> Single <input type="checkbox"/> Joint Life	Variability Range: This is the marketing name of the currently available variable annuity living benefit rider, available in a single or joint life option. <input type="checkbox"/> Sun Income Vision SM <input type="checkbox"/> Single <input type="checkbox"/> Joint life No other marketing names of variable annuity living benefit riders or restrictions on single or joint life options are contemplated at this time. 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.

**Sun Life Assurance Company of Canada (U.S.)
Statement of Variability**

Form Number: 11-VA-AP-01

Revised Date: May 27 2011

Variability denoted by bracketing

Page No.	Field	Scope of Variation
2	7 Death Benefits: (Please Select One) <input type="checkbox"/> Contract Value <i>(If you've selected no living benefit you do not need to adhere to the Investment restrictions in Section 4, Part III)</i> <input type="checkbox"/> Return of Purchase Payment (ROP) <input type="checkbox"/> Highest Anniversary Value (HAV)	Variability Range: These are the marketing names of the current Death Benefit options. 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	9 Contract Replacements www.sunlifesales.com (in four places)	Internet address is bracketed to denote such may change in the future.
3 & 5	Banner	Banner is bracketed to accommodate future changes.
4	Customer identification notice: ... use for this purpose.	Company Variability Range: This language is required to comply with Federal Patriot Act requirements. Variability to accommodate future changes in Federal Patriot Act requirements.
5	Commission option (please select one):	Variability Range: Option A, Option B, Option C Variability based on current commission options. Additional options may be offered in the future, or we may discontinue an option.
5	Anti-money laundering customer identification information	Variability Range: This language is required to comply with Federal Patriot Act requirements. Variability to accommodate future changes in Federal Patriot Act requirements.

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

Form #: 11-VA-EAP-01-AR

Revision Date: May 27, 2011
Variability denoted by bracketing

Annuity Application		
Application Section	Variable Field	Description
Banner	Annuity Service Center 112 Worcester Street Wellesley Hills, MA 02481 (800) 752-7216	Address and telephone number are bracketed to accommodate future changes.
Section 1 - Product	Product Name	Variability Range = Product selected. Current product is Sun Life Solutions. Variability intended to show any approved and available product selected by the Owner.
	Surrender Charge Schedule:	Variability Range = Surrender Charge Schedules of: 5Yr. or 7Yr or 9Yr Variability intended to show Surrender Charge Schedule selected by the Owner.

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

Form #: 11-VA-EAP-01-AR

Revision Date: May 27, 2011
Variability denoted by bracketing

Annuity Application				
Application Section	Variable Field	Description		
Section 2 - Owner(s) Information	Citizenship:	The selection includes the list of countries to which the owner/co-owner is a citizen.		
		Afghanistan	Albania	Algeria
		American Samoa	Andorra	Angola
		Anguilla	Antarctica	Antigua and Barbuda
		Argentina	Armenia	Aruba
		Australia	Austria	Azerbaijan
		Bahamas	Bahrain	Bangladesh
		Barbados	Belarus	Belgium
		Belize	Benin	Bermuda
		Bhutan	Bolivia	Bosnia and Herzegovina
		Botswana	Bouvet Island	BV
		British Indian Ocean Territory	British Virgin Islands	Brunei Darussalam
		Bulgaria	Burkina Faso	Burundi
		Cambodia	Cameroon	Canada
		Cape Verde	Cayman Islands	Central African Republic
		Chad	Chile	China
		Christmas Island	Cocos (Keeling) Island	Colombia
		Comoros	Congo	Cook Islands
		Costa Rica	Cote D'Ivoire	Croatia
		Cuba	Cyprus	Czech Republic
		Democratic People's Republic of Korea	Democratic Republic of the Congo	Denmark
		Djibouti	Dominica	Dominican Republic
		East Timor	Ecuador	Egypt
		El Salvador	Equatorial Guinea	Eritrea
		Estonia	Ethiopia	Falkland Islands (Malvinas)
		Faroe Islands	Federated States of Micronesia	Fiji
		Finland	Former Yugoslav Republic of	France

Sun Life Assurance Company of Canada (U.S.)
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		Gabon	Gambia	Georgia
		Germany	Ghana	Gibraltar
		Greece	Greenland	Grenada
		Guadeloupe	Guam	Guatemala
		Guinea	Guinea-Bissau	Guyana
		Haiti	Heard Island and McDonald Islands	Holy See (Vatican City State)
		Honduras	Hong Kong	Hungary
		Iceland	India	Indonesia
		Iraq	Ireland	Islamic Republic of Iran
		Israel	Italy	Jamaica
		Japan	Jordan	Kazakistan
		Kenya	Kiribati	Kuwait
		Kyrgyzstan	Lao People's Democratic Republic	Latvia
		Lebanon	Lesotho	Liberia
		Libyan Arab Jamahiriya	Liechtenstein	Lithuania
		Luxembourg	Macau	Madagascar
		Malawi	Malaysia	Maldives
		Mali	Malta	Marshall Islands
		Martinique	Mauritania	Mauritius
		Mayotte	Mexico	Monaco
		Mongolia	Montserrat	Morocco
		Mozambique	Myanmar	Namibia
		Nauru	Nepal	Netherlands
		Netherlands Antilles	New Caledonia	New Zealand
		Nicaragua	Niger	Nigeria
		Niue	Norfolk Island	Northern Mariana Islands
		Norway	Occupied Palestinian Territory	Oman
		Pakistan	Palau	Panama
		Papua New Guinea	Paraguay	Peru
		Philippines	Pitcairn	Poland
		Portugal	Puerto Rico	Qatar
		Republic of Korea	Republic of Moldova	Reunion
		Romania	Russian Federation	Rwanda
		Saint Helena	Saint Kitts and Nevis	Saint Lucia
		Saint Pierre and	Saint Vincent and the	Samoa

Sun Life Assurance Company of Canada (U.S.)
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		Miquelon	Grenadines	
		San Marino	Sao Tome and Principe	Saudi Arabia
		Senegal	Seychelles	Sierra Leone
		Singapore	Slovakia	Slovenia
		Solomon Islands	Somalia	South Africa
		South Georgia and the South Sandwich Islands	Spain	Sri Lanka
		Sudan	Suriname	Svalbard and Jan Mayen
		Swaziland	Sweden	Switzerland
		Syrian Arab Republic	"Taiwan, Province of China"	Tajikistan
		Thailand	Togo	Tokelau
		Tonga	Trinidad and Tobago	Tunisia
		Turkey	Turkmenistan	Turks and Caicos Islands
		Tuvalu	U.S. Virgin Islands	Uganda
		Ukraine	United Arab Emirates	United Kingdom
		United Republic of Tanzania	United States	United States Minor Outlying Islands
		Uruguay	Uzbekistan	Vanuatu
		Venezuela	Vietnam	Wallis and Futuna
		Western Sahara	Yemen	Yugoslavia
		Zambia	Zimbabwe	
Section 3 - Annuitant(s) Information	Citizenship:	The selection includes the same Owner/Co-Owner list of countries to which the annuitant/co-annuitant is a citizen.		
Section 4 - Beneficiary(ies) Information	Relationship	Selection of beneficiary relationships currently include: Aunt Brother Daughter Domestic Partner Employee Employer Family Father		

Sun Life Assurance Company of Canada (U.S.)
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		<p>Fiancee Foster Parent Grandchild Granddaughter Grandfather Grandmother Grandparent Grandson Husband Mother Nephew Niece Other Other Family Parent Self Sibling Sister Son Spouse Uncle Wife</p>
	Gender	Male or Female
	Role	Primary or Contingent
Section 5 - Contract Type and Source of Funds	Qualified	<p>The selection of Qualified plan types currently include: 401K Pension Trust Plan Profit Sharing Plan Money Purchase Plan Keogh HR10 Non Qualified Rother IRA SEP IRA Traditional IRA Inherited IRA</p>
Section 6 - Optional Benefits	Death Benefit	<p>Variability Range = Available Death Benefits Contract Value or Return of Purchase Payment (ROP) or Highest Anniversary Value (HAV) Variability intended to show the approved and available death benefit selected by the Owner.</p>
	Living Benefit	<p>Variability Range = Available Living Benefits Currently the only available living benefit rider is: Sun Income VisionSM</p> <p>Variability intended to show the approved and available living benefit selected by the Owner.</p>
Optional Programs:	Portfolio Rebalance [Frequency]	<p>The current Portfolio Rebalancing frequencies are Quarterly or Annual Rebalancing. In the future the frequency may range from monthly to annually.</p>

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	Systematic Withdrawal [Day of Month]	In the future we may allow the client to elect their own start date for systematic withdrawals at which time "Day of Month" will appear.
	Systematic Withdrawal [Frequency]	The current Systematic Withdrawal frequencies are Monthly, Quarterly, Semi-Annual or Annually.
	Dollar Cost Averaging [%]	The investment percentage into <i>Dollar Cost Averaging</i> (DCA) may range from 1% to 100%.
	Dollar Cost Averaging [Guarantee Options]	The guarantee options offered are 6-month DCA and 12-month DCA. In the future the guarantee options may range from 3-month to 24-months.
	Dollar Cost Averaging [Frequency]	The current DCA frequencies offered are monthly if 6-month DCA and monthly or quarterly if 12-month DCA. In the future the frequency may range from monthly to annually.
Section 7 - Investment Selection	Fund Name and Percent	The selection of sub-accounts and percentages are made from the list of available funds offered at the time of application.
Section 9 - Customer Acknowledgements and Signature(s)	Important information about procedures for applying for a contract. Customer Identification Notice: ... for this purpose.	This is the current language required by the federal government, but the Customer Identification Notice language is not yet final. Once final, this section will be updated to comply with Federal Patriot Act requirements and we will file a revised Memorandum of Variable Material for approval.
Section 10 - Registered Representative Information and Signature(s)	Anti-Money laundering customer identity information ... State of Issue	This is the current language required by the Federal Government, but the Anti-Money Laundering Customer Identity Information language is not yet final. Once final, this section will be updated to comply with Federal Patriot Act requirements and we will file a revised Memorandum of Variable Material for approval.
	I certify that I have completed all applicable mandatory...to sell annuity contracts.	Variability based on state requirement for training. If not required by state then certification will not print.
	Broker/Dealer	Variability based on the different Broker/Dealers through out the country.
	Commission Option	The current list of Commission Options include: A, B, & C. If in the future we offer additional options, then we will add them to the list as D -H or we may discontinue an option at which time the option will not appear.

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	<p>Broker/Dealer:</p>	<p>The selection includes the current list of Brokers/Dealers.</p> <p>Commerce Brokerage Morgan Keegan HR Block Sterne, Agee and Leach, Inc. Sterne, Agee Financial Services UBS RW Baird Synovus Securities Wachovia ISG Wachovia PCG Wachovia FNET Huntington Bank PrimeVest Janney Montgomery Scott Cary Street Advantage Capital Investacorp First Allied Southwest Securities Southwest Securities Svcs H Beck Lincoln Financial Securities QA3 Fintegra LLC Centaurus Financial Commonwealth Financial JW Cole American Portfolios Financial National Planning Corporation Investment Centers of America, Inc. SII Investments, Inc. Key Investments Money Concepts Capital Corp Investment Professionals Inc. B C Ziegler BancWest Investment Services AIG Financial Advisors Royal Alliance Santander Securities Corporation Infinex Investments Inc. FSC Securities Corp Invest Financial Corporation Capital Guardian LLC Vanderbilt Scott and Stringfellow Stifel Nicolaus Merrill Lynch Questar Capital Deutsche Bank David A. Noyes TFS Securities Lincoln Financial Advisors Union Bank Huntleigh Securities</p>
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Sun Life Assurance Company of Canada (U.S.)
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		Bank of America LPL Smith Barney Morgan Stanley
	781-304-5383	This is the company's current fax number and may change in the future.