

SUN LIFE ASSURANCE COMPANY OF CANADA

Policyholder: City of Urbandale
Policy Number: 215312-001
Policy Effective Date: January 1, 2011
Policy Anniversary: January 1, 2012
Policy Amendment Effective Date: January 1, 2021

This Policy is delivered in Iowa and is subject to the laws of that jurisdiction. Premiums are due and payable monthly on the first day of each month. Policy anniversaries will be annual beginning on January 1, 2012.

Sun Life Assurance Company of Canada (Sun Life) agrees to pay the benefits in accordance with all provisions provided by this Policy for Employee Basic Life, Employee Basic Accidental Death and Dismemberment, Employee Optional Life, Dependent Optional Life and Long Term Disability Income Insurance. This Policy is issued in consideration of the Application of the Policyholder, a copy of which is attached, and continued payment of premiums by the Policyholder. The following pages including any Riders, Endorsements or Amendments are a part of this Policy.

For the purpose of effective dates and termination dates under this Policy, all days begin at 12:00 midnight and end at 11:59:59pm.

Signed at Sun Life's U.S. Headquarters, One Sun Life Executive Park, Wellesley Hills, MA 02481.



Dean A. Connor
President and Chief Executive Officer

READ YOUR POLICY CAREFULLY

Group Term Insurance Policy

Non-Participating

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Section I
Schedule of Benefits

ELIGIBLE CLASSES

Employee Basic Life and Employee Basic Accidental Death and Dismemberment Insurance

All Full-Time United States Non-Union Employees working in the United States scheduled to work at least 30 hours per week.

All Full-Time United States Labor Union Employees working in the United States scheduled to work at least 30 hours per week, excluding 411 Employees.

All Full-Time United States Fire and Police Union 411 Employees working in the United States scheduled to work at least 30 hours per week

All Part-Time United States Non-Union Employees working in the United States scheduled to work at least 30 hours per week.

Employee Optional Life Insurance

All Full-Time United States Employees working in the United States enrolled in Employee Basic Life Insurance scheduled to work at least 30 hours per week.

All Part-Time United States Non-Union Employees working in the United States enrolled in Employee Basic Life Insurance scheduled to work at least 30 hours per week.

Dependent Optional Life Insurance

All Full-Time United States Employees working in the United States enrolled in Employee Optional Life Insurance scheduled to work at least 30 hours per week.

All Part-Time United States Non-Union Employees working in the United States enrolled in Employee Optional Life Insurance scheduled to work at least 30 hours per week.

Long Term Disability Income Insurance

All Full-Time United States Non-Union Employees working in the United States scheduled to work at least 30 hours per week, excluding 411 Employees.

WAITING PERIOD

Until the first of the month following date of employment

Section I
Schedule of Benefits

EMPLOYEE LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

BASIC INSURANCE

CLASSIFICATION

- 1 All Eligible Full Time Non-Union Employees, excluding 411 employees
- 2 All Eligible Full Time Non-Union 411 Employees
- 3 All Eligible Labor Union Employees, excluding 411 employees
- 4 All Eligible Fire and Police Union 411 Employees
- 5 All Eligible Part Time Non Union Employees

CLASS	LIFE	AD&D
1 and 2	1 times the Employee's Basic Annual Earnings*	An amount equal to the Employee's amount of Basic Life Insurance in force
3 and 5	\$10,000	\$10,000
4	\$50,000	\$50,000

**Section I
Schedule of Benefits**

OPTIONAL LIFE INSURANCE

CLASSIFICATION

- 1 All Eligible Full-Time Employees
- 2 All Eligible Part-Time Employees

CLASS

LIFE

1 and 2

An Employee may elect an amount of Optional Life Insurance in \$10,000 increments

* rounded to the next higher \$1,000, if not already a multiple of \$1,000.

The **Basic Maximum Benefit** for Classes 1 and 2 is \$200,000.

The **Optional Maximum Benefit** is \$500,000.

The **Guaranteed Issue Amount** for Optional Life Insurance is \$150,000.

An Employee's amount of Basic and Optional Life and Basic Accidental Death and Dismemberment Insurance shown in the Schedule will reduce to 70% when he attains age 70 and to 55% when he attains age 75.

An Employee's Basic and Optional Life and Basic Accidental Death and Dismemberment Insurance terminates at the Employee's retirement.

Evidence of Insurability, satisfactory to Sun Life, will be required for any of the following reasons:

- an Employee who elects no coverage and subsequently elects Basic Life Insurance; or
- an Employee who elects an increase in his amount of Optional Life Insurance*; or
- an Employee whose amount of Life Insurance is in excess of the Guaranteed Issue Amount.

* However, an Employee may elect to increase his amount of Optional Life Insurance by \$10,000 without Evidence of Insurability during the Employer's annual enrollment period held November 20th through December 20th of each year. Any increase elected during the Employer's annual enrollment period is effective on the January 1st following the Employee's election, subject to the Delayed Effective Date of Insurance. Any amount elected in excess of \$10,000 and any subsequent increase in the Employee's amount of Optional Life Insurance will require satisfactory Evidence of Insurability.

Section I
Schedule of Benefits

DEPENDENT OPTIONAL LIFE INSURANCE

CLASSIFICATION

- 1 All Eligible Full-Time Employees
- 2 All Eligible Part-Time Employees

CLASS	Spouse	Child under age 19**
1 and 2	An Employee may elect an amount of Dependent Spouse Optional Life Insurance in \$5,000 increments	\$10,000*

The Dependent Spouse **Optional Maximum Benefit** is \$250,000.

* the amount of Dependent Optional Life Insurance for a child under 6 months is None.

** to age 25 if the Employee's child is an enrolled full-time student and depends on the Employee for 50% or more of his support.

(The amount of Dependent Optional Life Insurance cannot exceed 50% of the Employee's amount of Optional Life Insurance)

The **Guaranteed Issue Amount** for Dependent Spouse Optional Life Insurance is \$50,000.

A Dependent Spouse's amount of Optional Life Insurance terminates when the Employee attains age 70.

Evidence of Insurability, satisfactory to Sun Life, will be required for an Employee's Dependent for any of the following reasons:

- an Employee who elects no coverage and subsequently elects Dependent Optional Life Insurance; or
- an Employee who elects Employee Basic Life Insurance only and subsequently elects Employee Optional Life and Dependent Optional Life Insurance; or
- an Employee who elects an increase in his amount of Dependent Spouse Optional Life Insurance*; or
- an Employee whose amount of Dependent Spouse Optional Life Insurance is in excess of the Guaranteed Issue Amount.

* However, an Employee may elect to increase his amount of Dependent Spouse Optional Life Insurance by \$5,000 without Evidence of Insurability during the Employer's annual enrollment period held November 20th through December 20th of each year. Any increase elected during the Employer's annual enrollment period is effective on the January 1st following the Employee's election, subject to the Delayed Effective Date of Insurance. Any amount elected in excess of \$5,000 and any subsequent increase in the Employee's amount of Dependent Spouse Optional Life Insurance will require satisfactory Evidence of Insurability.

Section I
Schedule of Benefits

LONG TERM DISABILITY INCOME INSURANCE

CLASSIFICATION

All Eligible Employees

- a. The **Benefit Percentage** is: 50% of Total Monthly Earnings.
- b. The **Maximum Monthly Benefit** is: \$6,000.

The **Minimum Monthly Benefit** is \$100.

Elimination Period

90 days

Maximum Benefit Period

The Employee's Maximum Benefit Period is the period shown below or the Employee's Normal Retirement Age under the 1983 amendments to the Federal Social Security Act, whichever is longer.

Age at Disability

Maximum Benefit Period

Less than age 60	To age 65, but not less than 60 months
60	60 Months
61	48 Months
62	42 Months
63	36 Months
64	30 Months
65	24 Months
66	21 Months
67	18 Months
68	15 Months
69 and over	12 Months

Year of Birth

Normal Retirement Age

Before 1938	Age 65
1938	Age 65 and 2 months
1939	Age 65 and 4 months
1940	Age 65 and 6 months
1941	Age 65 and 8 months
1942	Age 65 and 10 months
1943 through 1954	Age 66
1955	Age 66 and 2 months
1956	Age 66 and 4 months
1957	Age 66 and 6 months
1958	Age 66 and 8 months
1959	Age 66 and 10 months
After 1959	Age 67

Section I
Schedule of Benefits

CONTRIBUTIONS

All Eligible Employees

Employees will not contribute to the cost of their Long Term Disability Income Insurance.

All Eligible Full-Time Employees and All Eligible Part-Time Employees

Employees will contribute to the cost of their Employee Optional Life and Dependent Optional Life Insurance.

All Eligible Part Time Non Union Employees

Employees will contribute to the cost of their Employee Basic Life and Employee Basic Accidental Death and Dismemberment Insurance.

All Other Eligible Employees

Employees will not contribute to the cost of their Employee Basic Life and Employee Basic Accidental Death and Dismemberment Insurance.

INITIAL MONTHLY PREMIUM RATES

Employee Basic Life Insurance	Refer to Attachment A
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Employee Optional Life Insurance	Refer to Attachment A
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Employee Basic Accidental Death and Dismemberment Insurance	Refer to Attachment A
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Dependent Optional Life Insurance	Refer to Attachment A
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Long Term Disability Income Insurance	Refer to Attachment A
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The initial monthly premium rates are guaranteed until December 31, 2012, unless otherwise specified in Section VIII, Premiums. See Section VIII, Premiums for more information.

Section II Definitions

In this section Sun Life defines some basic terms needed to understand this Policy. All male terms include the female term, unless stated otherwise.

For purposes of this Policy:

Actively at Work means that an Employee performs all the regular duties of his job for a full work day scheduled by the Employer at the Employer's normal place of business or a site where the Employer's business requires the Employee to travel.

An Employee is considered Actively at Work on any day that is not his regular scheduled work day (e.g. vacation or holiday), provided the Employee was Actively at Work on his immediately preceding scheduled work day and the Employee:

- is not hospital confined; or
- is not disabled due to an injury or sickness.

An Employee is considered Actively at Work if he usually performs the regular duties of his job at his home, provided the Employee can perform all the regular duties of his job for a full work day and could do so at the Employer's normal place of business if required to do so, and the Employee:

- is not hospital confined; or
- is not disabled due to an injury or sickness.

Application means the document pertaining to the plan of insurance applied for by the Policyholder. This document is attached to this Policy.

Certificate means a written booklet prepared by Sun Life which includes any Riders, Endorsements or Amendments, containing a summary of:

1. the insurance benefits an Employee is entitled to;
2. to whom the benefits are payable; and
3. any limitations, exclusions or requirements that may apply.

Contributory Insurance means insurance for which the Employee is required to pay all or part of the premium.

Eligibility Date means the date or dates an Employee in an Eligible Class becomes eligible for insurance under this Policy. Classes eligible for insurance are shown in Section I, Schedule of Benefits.

Employee means a person who is employed by the Employer within the United States, scheduled to work at least the number of hours shown in Section I, Schedule of Benefits, and paid regular earnings. If the Employee is working on a temporary assignment outside of the United States for a period of 12 months or less, the Employee will be deemed to be working within the United States. If the Employee is working outside of the United States for more than 12 months or other than on a temporary assignment, the Employee will not be considered an Employee under this Policy unless Sun Life approves the Employee in writing.

Employer means City of Urbandale and includes any Subsidiary or Affiliated company named in the Application.

Evidence of Insurability means a statement or proof of an Employee's or Dependent's medical history upon which acceptance for insurance will be determined by Sun Life. The Employee or Dependent must agree to submit to a paramedical examination and/or provide copies of medical records, if requested by Sun Life. Sun Life will pay the cost of any paramedical examination ordered by Sun Life for the purpose of providing Evidence of Insurability.

Grace Period means the 31 days following a premium due date.

Guaranteed Issue Amount means the maximum amount of insurance available under this Policy without Evidence of Insurability. If the Employee's or Dependent's amount of insurance exceeds the Guaranteed Issue Amount available under this Policy, any amount in excess of the Guaranteed Issue Amount is available to the Employee or Dependent only

Section II Definitions

if he has furnished Evidence of Insurability to Sun Life and has been approved for any excess amount above the Guaranteed Issue Amount.

Hospital or Institution means a facility licensed to provide full-time medical care and treatment under the direction of a full-time staff of licensed physicians.

Injury means bodily impairment resulting directly from an accident and independently of all other causes. Any Injury must occur and any disability must begin while the Employee is insured under this Policy.

Non-Contributory Insurance means insurance for which the premium is paid entirely by the Employer.

Physician means an individual who is operating within the scope of his license and is either:

1. licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
2. legally qualified as a medical practitioner and required to be recognized, under this Policy for insurance purposes, according to the insurance regulations of the governing jurisdiction.

The Physician cannot be the Employee, his spouse or the parents, brothers, sisters or children of the Employee or his spouse.

Policyholder means the entity to whom the Policy is issued.

Pregnancy means childbirth, miscarriage, abortion or any disease resulting from or aggravated by the pregnancy.

Retirement Plan means a program which provides retirement benefits to Employees and is not funded wholly by Employee contributions. The term will not include a 401(k) plan, a 403(b) plan, a profit sharing plan, a thrift plan, an individual retirement account (IRA), a tax sheltered annuity (TSA), a stock ownership plan, or a nonqualified plan of deferred compensation.

Employer's Retirement Plan will include any Retirement Plan:

1. which is part of any federal, state, county, municipal or association retirement system; and
2. the Employee is eligible for as a result of employment with the Employer.

Sickness means illness, disease or pregnancy. Any disability, because of Sickness, must begin while the Employee is insured under this Policy.

U.S. Headquarters means Sun Life Assurance Company of Canada, Wellesley Hills, MA 02481.

Waiting Period means the length of time immediately before an Employee's Eligibility Date during which he must be employed in an Eligible Class. Any period of time prior to the Policy Effective Date the Employee was Actively at Work for the Employer as a full-time or part-time Employee will count towards completion of the Waiting Period. The Waiting Period is shown in Section I, Schedule of Benefits.

Section II Definitions

The following Definitions are applicable to Life Insurance

Basic Annual Earnings means the Employee's current salary or wage from the Employer. Basic Annual Earnings includes deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account, but does not include income received due to commissions, bonuses, overtime pay or any other extra compensation.

Basic Maximum Benefit means the largest amount of Basic Life Insurance available to an Employee under this Policy. The Basic Maximum Benefit is shown in Section I, Schedule of Benefits.

Beneficiary means the person (other than the Employer) who is entitled to receive death benefit proceeds as they become due under this Policy. A Beneficiary must be named by the Employee on a form acceptable to Sun Life and executed by the Employee.

Optional Maximum Benefit means the largest amount of Optional Life Insurance available to an Employee under this Policy. The Optional Maximum Benefit is shown in Section I, Schedule of Benefits.

Retirement means the first of the following to occur:

1. the effective date of the Employee's retirement benefits under:
 - a. any plan of a federal, state, county, municipal or an association retirement system which the Employee is eligible as a result of his employment with the Employer;
 - b. any Retirement Plan the Employer sponsors; or
 - c. any Retirement Plan to which the Employer:
 - i. makes contributions to; or
 - ii. has made contributions.
2. the effective date of the Employee's retirement benefits under the Social Security Act or any similar plan or act. However, if the Employee meets the definition of Employee and is receiving retirement benefits under the Social Security Act or similar plan or act, the Employee will not be considered retired.

Terminally Ill or Terminal Illness means an Employee's Sickness or physical condition that is certified by a Physician to reasonably be expected to result in death within twelve months or less.

Total Disability or Totally Disabled for purposes of determining eligibility for Waiver of Premium means an Employee, because of Injury or Sickness, is unable to perform the material and substantial duties of any occupation for which he is or becomes reasonably qualified for by education, training or experience.

Section II Definitions

The following Definitions are applicable to Dependent Optional Life Insurance

Dependent means an Employee's:

- spouse and/or;
- unmarried child from live birth to under age 19;
- unmarried child under age 25 who is enrolled as a full-time student and depends on the Employee for 50% or more of the child's support.

An Employee's unmarried step-child, foster child or adopted child is included as a Dependent if he depends on the Employee for 50% or more of the child's support and is living with the Employee in a regular parent-child relationship. A child is considered adopted if he is in the legal custody of the Employee under an interim court order of adoption, whether or not a final adoption order is ever issued.

If an unmarried child is:

1. incapable of self-sustaining employment because of mental retardation, developmental disability or physical handicap; and
2. dependent on the Employee for 50% or more of his support;

that child will continue to be a Dependent under this Policy for as long as these two conditions exist.

No person may be considered to be a Dependent of more than one Employee.

Dependent does not include:

- any person who is insured as an Employee; or
- any person residing outside the United States, Canada or Mexico.

This exclusion does not apply to a Dependent who resides with an Employee who is on a temporary work assignment outside the United States.

Optional Maximum Benefit means the largest amount of Dependent Optional Life Insurance available to an Employee under this Policy. The Optional Maximum Benefit is shown in Section I, Schedule of Benefits.

Section II Definitions

The following Definitions are applicable to Accidental Death and Dismemberment Insurance

Accidental Bodily Injury means bodily harm caused solely by external, violent and accidental means which is sustained directly and independently of all other causes.

AD&D means Accidental Death and Dismemberment.

Section II Definitions

The following Definitions are applicable to Long Term Disability Income Insurance

Disability Earnings means the employment income an Employee receives while Partially Disabled or income an Employee receives while participating in an approved Rehabilitation program. Disability Earnings does not include income an Employee receives from work performed prior to his Total or Partial Disability, nor income that is not derived from work performed.

Drug and Alcohol Illness means an illness which results from the abuse of alcohol, drugs or derivatives.

Elimination Period means a period of continuous days of Total or Partial Disability for which no LTD Benefit is payable. The Elimination Period is shown in Section I, Schedule of Benefits and begins on the first day of Total or Partial Disability.

If the Employee returns to work for 15 working days or less during the Elimination Period and cannot continue working, the Total or Partial Disability will be treated as continuous. However, only those days that the Employee is Totally or Partially Disabled will count toward satisfying the Elimination Period.

Family Social Security means benefits for an eligible spouse and/or children that are paid to the Employee under the Federal Social Security Act as a result of the Employee's Total or Partial Disability.

Gainful Occupation means employment that is or can be expected to provide an Employee with an income of at least 50% of his Indexed Total Monthly Earnings.

Gross Monthly Benefit means the Employee's Monthly Benefit before any reduction of Other Income Benefits as described in Section IV, Long Term Disability Income Benefits and before any reduction of Disability Earnings.

Indexed Total Monthly Earnings means the Employee's Total Monthly Earnings prior to the date his Total or Partial Disability began adjusted on the first of the month following 12 calendar months of Partial Disability Benefit payments and each annual anniversary thereafter. Each adjustment to the Indexed Total Monthly Earnings is the lesser of 10% or the current annual percentage increase in the Consumer Price Index for Wage Earners and Clerical Workers as published monthly by the U.S. Department of Labor. Sun Life reserves the right to use some other similar measurement if the Department of Labor changes or stops publishing the Consumer Price Index.

LTD means Long Term Disability.

Material and Substantial Duties means, but is not limited to, the essential tasks, functions, skills or responsibilities required by employers for the performance of the Employee's Own Occupation. Material and Substantial Duties does not include any tasks, functions, skills or responsibilities that could be reasonably modified or omitted from the Employee's Own Occupation.

Maximum Monthly Benefit means the largest amount payable monthly to an Employee under this Policy. The Maximum Monthly Benefit is shown in Section I, Schedule of Benefits.

Mental Illness means mental, nervous, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, dysfunction or syndrome regardless of cause, including any biological or biochemical disorder or imbalance of the brain. Mental Illness includes, but is not limited to, bipolar affective disorder, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, anxiety and anxiety disorders and any other mental and nervous condition classified in the Diagnostic and Statistical Manual (DSM) of the American Psychiatric Association, in effect on the date of Total or Partial Disability or a comparable manual if the American Psychiatric Association stops publishing the (DSM).

Own Occupation means the usual and customary employment, business, trade, profession or vocation that the Employee performed as it is generally recognized in the national economy immediately prior to the first date Total or Partial

Section II Definitions

Disability began. Own Occupation is not limited to the job or position the Employee performed for the Employer or performed at any specific location.

Partial Disability or Partially Disabled means during the Elimination Period and the next 24 months, the Employee, because of Injury or Sickness, is unable to perform the Material and Substantial Duties of his Own Occupation and the Employee has Disability Earnings of less than 80% of his Indexed Total Monthly Earnings. After Total or Partial Disability benefits combined have been paid for 24 months, the Employee will continue to be Partially Disabled if he is unable to perform with reasonable continuity any Gainful Occupation for which he is or becomes reasonably qualified for by education, training or experience and the Employee has Disability Earnings of less than 50% of his Indexed Total Monthly Earnings.

The loss of a professional or occupational license or the inability to obtain or qualify for a license for any reason does not, in itself, constitute Partial Disability.

To qualify for benefits, the Employee must satisfy the Elimination Period with the required number of days of Total Disability, Partial Disability or a combination of days of Total and Partial Disability.

Primary Social Security means benefits paid under the Federal Social Security Act to an Employee if he becomes Totally or Partially Disabled.

Social Security means the Federal Social Security Act which provides social insurance on a national scale.

Total Disability or Totally Disabled means during the Elimination Period and the next 24 months, the Employee, because of Injury or Sickness, is unable to perform the Material and Substantial Duties of his Own Occupation. After Total or Partial Disability benefits combined have been paid for 24 months, the Employee will continue to be Totally Disabled if he is unable to perform with reasonable continuity any Gainful Occupation for which he is or becomes reasonably qualified for by education, training or experience.

The loss of a professional or occupational license or the inability to obtain or qualify for a license for any reason does not, in itself, constitute Total Disability.

To qualify for benefits, the Employee must satisfy the Elimination Period with the required number of days of Total Disability, Partial Disability or a combination of days of Total and Partial Disability.

Total Monthly Earnings means the Employee's basic monthly earnings as reported by the Employer immediately prior to the first date Total or Partial Disability begins. Total Monthly Earnings includes deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account, but does not include income received due to commissions, bonuses, overtime pay or any other extra compensation.

If an Employee is paid on an hourly basis, Total Monthly Earnings will be based on the Employee's hourly rate of pay, but will not exceed 40 hours per week.

Section III
Eligibility and Effective Dates

A. Eligible Classes

The class(es) eligible for insurance are shown in Section I, Schedule of Benefits.

B. Eligibility Date

An Employee in an Eligible Class will be eligible for insurance on the latest of the following dates:

1. January 1, 2011; or
2. the first day of the month following the Employee's date of employment.

An Employee in an Eligible Class will be eligible for Dependent Optional Life Insurance on the latest of the following dates:

1. the date he is insured for Employee Optional Life Insurance; or
2. January 1, 2011; or
3. the date the Employee first acquires a Dependent Spouse for Dependent Spouse Optional Life Insurance; or
4. the date the Employee first acquires a Dependent Child for Dependent Child Optional Life Insurance.

If a former Employee is rehired by the Employer within 6 months of his termination date, all past periods of employment during which the Employee was Actively at Work with the Employer will count towards completion of the Waiting Period. The Employee's Eligibility Date will be the later of the date he is rehired or the day after completion of the Waiting Period.

If a former Employee is rehired by the Employer 6 months or later after his termination date, the Employee's Eligibility Date will be the day after he completes a new Waiting Period.

C. Effective Date of Insurance

Non-Contributory Insurance

An Employee will be insured, subject to the Delayed Effective Date of Insurance, on his Eligibility Date.

Contributory Insurance

An Employee will be insured, subject to the Delayed Effective Date of Insurance, on one of the following dates:

- the Employee's Eligibility Date, if he has made a written application for insurance on or before that date; or
- the date the Employee makes a written application for insurance, if he applies on or before the 31st day after his Eligibility Date; or
- the date Sun Life approves the Employee's Evidence of Insurability, if the Employee makes a written application for insurance later than 31 days after his Eligibility Date.

A Dependent will be insured, subject to the Delayed Effective Date of Insurance, on the latest of the following dates:

- the date the Employee is eligible for Dependent Spouse Optional Life Insurance, if the Employee has made a written application for Dependent Spouse Optional Life Insurance on or before that date; or
- the date the Employee is eligible for Dependent Child Optional Life Insurance, if the Employee has made a written application for Dependent Child Optional Life Insurance on or before that date; or

Section III Eligibility and Effective Dates

- the date the Employee makes a written application for Dependent Spouse Optional Life Insurance, if the Employee applies on or before the 31st day after his Eligibility Date for Dependent Spouse Optional Life Insurance; or
- the date the Employee makes a written application for Dependent Child Optional Life Insurance, if the Employee applies on or before the 31st day after his Eligibility Date for Dependent Child Optional Life Insurance; or
- the date Sun Life approves the Dependent Spouse's Evidence of Insurability, if the Employee makes a written application for Dependent Spouse Optional Life Insurance later than 31 days after his Eligibility Date for Dependent Spouse Optional Life Insurance; or
- the date Sun Life approves the Dependent Child's Evidence of Insurability, if the Employee makes a written application for Dependent Child Optional Life Insurance later than 31 days after his Eligibility Date for Dependent Child Optional Life Insurance; or
- the date the Dependent Child first becomes a Dependent, if at least one other Dependent Child is then insured.

Delayed Effective Date of Insurance

The Effective Date of any initial, increased or additional insurance will be delayed for an Employee if he is not Actively at Work. The initial, increased or additional insurance will become effective on the date the Employee returns to an Actively at Work status.

The Effective Date of any initial, increased or additional insurance will be delayed for a Dependent if he is hospital confined. The initial, increased or additional insurance will become effective on the date the Dependent is no longer hospital confined. Hospital confined does not apply to a newborn child.

Refusal of Coverage

If an eligible Employee declines his insurance, or terminates his insurance in writing while continuing to be eligible, the Employee will become insured after he applies for insurance and Evidence of Insurability is approved by Sun Life.

If an eligible Employee declines his Dependent's insurance, or terminates his Dependent's insurance in writing while continuing to be eligible, the Dependent will become insured after the Employee applies for Dependent Insurance and Evidence of the Dependent's Insurability is approved by Sun Life.

Reinstatement of Insurance

An Employee previously insured under this Policy will become insured, subject to the Delayed Effective Date of Insurance, on the date he is eligible. The Employee will be enrolled in the same plan option elected prior to his termination if he becomes insured again within 12 months. An Employee may apply for an increase in his amount of insurance after coverage is reinstated, but the Employee must submit Evidence of Insurability. The increased amount of insurance will not be effective until Sun Life approves the Employee's Evidence of Insurability.

Changes in Insurance

Changes in an Employee's amount of insurance will take effect on the first of the month coincident with or next following the date of change.

Section III
Eligibility and Effective Dates

However, any increase in insurance will be subject to any Evidence of Insurability requirements and the Delayed Effective Date of Insurance provision.

Section IV
Benefit Provisions

Employee Life Insurance

Death Benefit

If Sun Life receives Notice and Proof of Claim that an Employee dies while insured, then subject to the Exclusions, Sun Life will pay the amount of Life Insurance in force on the Employee's date of death.

Basic Life Insurance

The amount of Basic Life Insurance is the Employee's amount of insurance elected (as determined in Section I, Schedule of Benefits).

In no event shall an Employee's Basic Life Insurance exceed the Basic Maximum Benefit (shown in Section I, Schedule of Benefits).

The amount of Basic Life Insurance is subject to any Evidence of Insurability requirements, age reductions or terminations shown in Section I, Schedule of Benefits.

If a former Employee had converted his Basic Life Insurance under the Conversion Privilege of this Policy, his amount of Basic Life Insurance will be reduced by the amount of any insurance remaining in force under that individual policy.

Optional Life Insurance

The amount of Optional Life Insurance is the lesser of:

1. the Employee's Optional amount of insurance elected (as determined in Section I, Schedule of Benefits); or
2. the Employee's Guaranteed Issue Amount for Optional Life Insurance (shown in Section I, Schedule of Benefits), plus any amount of insurance that Evidence of Insurability has been approved by Sun Life in excess of the Guaranteed Issue Amount for Optional Life Insurance.

In no event shall an Employee's Optional Life Insurance exceed the Optional Maximum Benefit (shown in Section I, Schedule of Benefits).

The amount of Optional Life Insurance is subject to any Evidence of Insurability requirements, age reductions or terminations shown in Section I, Schedule of Benefits.

If a former Employee had converted his Optional Life Insurance under the Conversion Privilege of this Policy, his amount of Optional Life Insurance will be reduced by the amount of any insurance remaining in force under that individual policy.

Exclusions

If the Employee's cause of death is suicide:

1. No amount of Optional Life Insurance is payable if the suicide occurs within 24 months after the Employee's Optional Life Insurance is effective.
2. No increased or additional amount of Optional Life Insurance is payable if the suicide occurs within 24 months after the increased or additional amount of Optional Life Insurance is effective.
3. No amount of Optional Life Insurance in excess of the Guaranteed Issue Amount is payable if the suicide occurs within 24 months after the amount in excess of the Guaranteed Issue Amount is effective.

Section IV
Benefit Provisions

Employee Life Insurance

Waiver of Premium Provision

Total Disabilities that begin before age 70

If Sun Life receives Notice and Proof of Claim that an Employee becomes Totally Disabled:

- while insured; and
- before his 70th birthday; and
- before his retirement;

the amount of Life Insurance will continue for that Employee:

- from the date of Total Disability without further payment of premiums for Total Disabilities that begin before age 65;
- from the date of Total Disability without further payment of premiums for a period of one year for Total Disabilities that begin on or after age 65.

The Employee must apply for Waiver of Premium no later than 12 months after the Employee ceases to be Actively at Work. Proof of Claim is required no later than 15 months after the Employee ceases to be Actively at Work. Sun Life may require periodic proof of the continuance of Total Disability.

All amounts of life insurance under this Waiver of Premium Provision are subject to the same Policy terms and conditions including subsequent reductions and terminations at specified ages and/or at retirement as would have been applicable had the Employee not been Totally Disabled. This amount will be further reduced by the amount of any individual policy issued to the Employee pursuant to the Conversion Privilege of this Policy unless that individual policy is exchanged for a full refund of premiums paid.

Sun Life has the right to designate a Physician to examine the Employee when and as often as may be reasonably required.

The Waiver of Premium for an Employee ceases on the earliest of:

- the date he ceases to be Totally Disabled.
- the date he fails to furnish any required Proof that he continues to be Totally Disabled.
- the date he fails to submit to any required Examinations.
- any period the Employee is not under the regular and continuing care of a Physician providing appropriate treatment by means of examination and testing in accordance with the disabling condition.
- the date he retires.
- the date he attains age 65 or 12 months, whichever is later, for Total Disabilities beginning before age 65.
- the first anniversary of the beginning of Total Disability for Total Disabilities beginning on or after age 65.

An Employee is deemed to be retired when he receives any compensation from a Retirement Plan of the Employer or when the Employee attains age 70, whichever occurs first.

An Employee's rights to continued benefits pursuant to this Waiver of Premium Provision are determined on the date Total Disability begins. These rights are subject to the terms of this Policy and will not be affected by subsequent amendment or termination of this Waiver of Premium Provision.

Accelerated Benefit

Sun Life will pay an Accelerated Benefit to the Employee at the Employee's request, if Sun Life receives satisfactory proof of the Employee's Terminal Illness.

To be eligible for the Accelerated Benefit an Employee must:

(Applicable to Employees employed on or before January 1, 2011)

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Employee Life Insurance

- have been Actively at Work on January 1, 2011 and insured under the Life Insurance Benefit Provision for at least 60 days. Any period of time the Employee was insured for similar benefits under the previous insurer's group life policy will be used to satisfy this requirement;

(Applicable to Employees employed after January 1, 2011)

- have been insured under the Life Insurance Benefit Provision for at least 60 days;

(Applicable to All Employees)

- be certified as Terminally Ill with a life expectancy of twelve months or less;
- submit a written request to Sun Life while the Employee's Life Insurance is in force;
- be insured for at least \$20,000 of Life Insurance;
- have a signed acknowledgment and agreement to pay the Accelerated Benefit from any applicable absolute assignee, irrevocable beneficiary, or former spouse if the former spouse was required to be the beneficiary as part of a divorce decree.

Sun Life may confirm the diagnosis of a Terminal Illness with a medical examination performed by a Physician of Sun Life's choice.

The Accelerated Benefit is an amount up to 75% of the applicable amount of Life Insurance in force as of the date Sun Life receives a written request to provide an Accelerated Benefit.

The Accelerated Benefit will be paid as a single lump sum. The maximum amount of the Accelerated Benefit is \$500,000. The minimum amount of the Accelerated Benefit that can be requested is \$10,000. The Accelerated Benefit may be elected only once during the lifetime of the Employee.

If the Employee has received accelerated life insurance benefits under any other group insurance policy, that Employee is precluded from receiving up to that amount from Sun Life, as an Accelerated Benefit.

If an Employee receives an Accelerated Benefit payment, the amount of Life Insurance remaining in force will be reduced by an amount equal to the Accelerated Benefit paid. The remaining amount of life insurance is subject to the same Policy terms and conditions including subsequent reductions and terminations at specified ages and/or at retirement as would have been applicable had the Employee not received an Accelerated Benefit.

If the Employee is eligible for Waiver of Premium, the amount of life insurance remaining in force on which premiums are waived will be based on the reduced amount of life insurance.

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Employee Life Insurance

If the Employee subsequently converts his amount of life insurance, the amount eligible for conversion will be based on the reduced amount of life insurance.

Conversion Privilege

Benefit

1. If all or part of an Employee's Life Insurance ceases or reduces due to:
 - termination of his employment; or
 - termination of his membership in an Eligible Class; or
 - the Employee's retirement; or
 - the Employee reaching a specified age; or
 - the Employee changing to a different Eligible Class; or
 - termination of the Employee's Waiver of Premium continuation; or
 - the Employee's continuation period ending during layoff or an approved leave of absence;then the Employee may apply for an individual policy on his own life up to the amount that ceased. If the amount of Life Insurance that ceased is \$10,000 or more, the minimum amount of the individual policy must be \$10,000.

2. If the Employee has been continuously insured for five or more years under this Policy's Life Benefit Provision and all or part of the Employee's Life Insurance ceases or reduces due to:
 - reduction of the amount of Life Insurance in an Eligible Class by an amendment to the Life Insurance Benefit Provision; or
 - termination of the Life Insurance Benefit Provision; or
 - termination of this Policy; or
 - termination of an Eligible Class by an amendment to the Life Insurance Benefit Provision;

then the Employee may apply for an individual policy on his own life. The maximum amount of the policy will be the lesser of:

- \$2,000; or
- the amount that ceased, reduced by the amount of any life insurance the Employee is eligible for under any group policy within 31 days after his Life Insurance ceased.

The Employee will be issued an individual policy without Evidence of Insurability.

Application for the Individual Policy

1. written application must be made to Sun Life along with payment of the first premium, within the 31 day period (the 31 day conversion period) following the date the insurance ceases or reduces. If the Employee is not given notice by the Employer of this conversion privilege within 15 days following the date his insurance ceases or reduces, the Employee shall have an additional 15 days to exercise this conversion privilege. In no event will this conversion privilege be extended beyond 30 days following the 31 day conversion period.
2. the individual policy may be any plan of permanent life insurance available for conversion by Sun Life at the attained age and amount requested, but without disability or other supplemental benefits.
3. the premium will be the rate Sun Life charges for the standard class of risk and age to which the Employee belongs on the effective date of the individual policy.
4. the effective date of the individual policy will be the day after the 31 day conversion period.

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Employee Life Insurance

Death Within 31 Days

If the Employee dies during the 31 day conversion period, a benefit will be paid upon receipt of Notice and Proof of Claim, whether or not application for the individual policy or payment of the first premium has been made. The benefit is the amount of Life Insurance the Employee would have been eligible to convert.

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Benefit Provisions

Employee Life Insurance

Continuity of Coverage

In order to prevent loss of coverage for an Employee when this Policy replaces a group Life policy the Employer had in force with another insurer immediately prior to January 1, 2011, Sun Life will provide the following coverage.

Employees not Actively at Work on January 1, 2011

An Employee may become insured under this Policy on January 1, 2011, subject to all of the following conditions:

1. he was insured under the prior insurer's group Life policy immediately prior to January 1, 2011; and
2. he is not Actively at Work on January 1, 2011; and
3. he is a member of an Eligible Class under this Policy; and
4. premiums for the Employee are paid up to date; and
5. he is not receiving or eligible to receive benefits under the prior insurer's group Life policy.

Any Life benefit payable will be the lesser of:

- the Life benefit payable under this Policy; or
- the Life benefit payable under the prior insurer's group Life policy had it remained in force.

All other provisions of Sun Life's Policy will apply.

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Benefit Provisions

Dependent Optional Life Insurance

Death Benefit

If Sun Life receives Notice and Proof of Claim that a Dependent dies while insured, then subject to the Exclusions, Sun Life will pay the amount of Optional Life Insurance in force on the Dependent's date of death.

Optional Life Insurance

The amount of Dependent Optional Life Insurance is the lesser of:

1. the Dependent's amount of Optional Life Insurance elected by the Employee in the Schedule (as determined in Section I, Schedule of Benefits); or
2. the Guaranteed Issue Amount (shown in Section I, Schedule of Benefits), plus any amount of insurance that Evidence of the Dependent's Insurability has been approved by Sun Life in excess of the Dependent's Guaranteed Issue Amount.

In no event shall a Dependent's Optional Life Insurance exceed the Optional Maximum Benefit shown in Section I, Schedule of Benefits.

The amount of Dependent Optional Life Insurance is subject to any Evidence of Insurability requirements or terminations shown in Section I, Schedule of Benefits.

If a Dependent had previously converted his Optional Life Insurance under the Conversion Privilege of this Policy, his amount of Dependent Optional Life Insurance will be reduced by the amount of any insurance remaining in force under that individual policy.

Exclusions

If the Dependent Spouse's cause of death is suicide:

1. No amount of Dependent Spouse Optional Life Insurance is payable if the suicide occurs within 24 months after the Dependent Spouse's Optional Life Insurance is effective.
2. No increased or additional amount of Dependent Spouse Optional Life Insurance is payable if the suicide occurs within 24 months after the increased or additional amount of Dependent Spouse Optional Life Insurance is effective.
3. No amount of Dependent Spouse Optional Life Insurance in excess of the Guaranteed Issue Amount is payable if the suicide occurs within 24 months after the amount in excess of the Guaranteed Issue Amount is effective.

Conversion Privilege

Benefit

1. If all or part of a Dependent's Optional Life Insurance ceases or reduces due to:
 - termination of the Employee's employment; or
 - termination of the Employee's membership in an Eligible Class; or
 - the Employee's retirement; or
 - the Employee reaching a specified age; or
 - the Employee's death; or
 - the Employee changing to a different Eligible Class; or
 - the Dependent no longer meeting the definition of a Dependent;

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Benefit Provisions

Dependent Optional Life Insurance

then the Employee or Dependent may apply for an individual policy on the Dependent's life up to the amount that ceased. If the amount of Optional Life Insurance that ceased is \$10,000 or more, the minimum amount of the individual policy must be \$10,000.

2. If the Dependent has been continuously insured for five or more years under this Policy's Dependent Optional Life Insurance Benefit Provision and the Dependent's Optional Life Insurance ceases due to:
- termination of the Dependent Optional Life Insurance Benefit Provision; or
 - termination of this Policy; or
 - termination of an Eligible Class by an amendment to the Dependent Optional Life Insurance Benefit Provision;

then the Employee or Dependent may apply for an individual policy on the Dependent's life. The maximum amount of the policy will be the lesser of:

- \$2,000; or
- the amount that ceased, reduced by the amount of any life insurance the Dependent is eligible for under any group policy within 31 days after his Optional Life Insurance ceased.

The Dependent will be issued an individual policy without Evidence of Insurability.

Application for the Individual Policy

1. written application must be made to Sun Life along with payment of the first premium, within the 31 day period (the 31 day conversion period) following the date the insurance ceases or reduces. If the Dependent is not given notice by the Employer of this conversion privilege within 15 days following the date his insurance ceases or reduces, the Dependent shall have an additional 15 days to exercise this conversion privilege. In no event will this conversion privilege be extended beyond 30 days following the 31 day conversion period.
2. the individual policy may be any plan of permanent life insurance available for conversion by Sun Life at the attained age and amount requested, but without disability or other supplemental benefits.
3. the premium will be the rate Sun Life charges for the standard class of risk and age to which the Dependent belongs on the effective date of the individual policy.
4. the effective date of the individual policy will be the day after the 31 day conversion period.

Death Within 31 Days

If the Dependent dies during the 31 day conversion period, a benefit will be paid upon receipt of Notice and Proof of Claim, whether or not application for the individual policy or payment of the first premium has been made. The benefit is the amount of Optional Life Insurance the Dependent would have been eligible to convert.

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Employee Accidental Death and Dismemberment Insurance

If Sun Life receives Notice and Proof of Claim that an Employee:

- dies from accidental drowning while insured; or
- sustains an Accidental Bodily Injury while insured, which results in loss of life, sight or limb within 365 days of the date of that injury; or
- sustains a loss of life, sight or limb within 365 days due to an accidental exposure to the elements while insured;

Sun Life will pay, subject to the Exclusions, the following percentage of Accidental Death and Dismemberment Insurance shown in Section I, Schedule of Benefits that was in force on the date of the Accidental Bodily Injury for the following losses:

Life.....	100%
Sight of one eye.....	50%
One limb.....	50%
Speech and hearing.....	100%
Speech or hearing.....	50%
Thumb and index finger of the same hand	25%
Quadriplegia	100%
Paraplegia	75%
Hemiplegia	50%

The maximum amount of Accidental Death and Dismemberment Benefit payable for losses resulting from any one accident is 100%.

Loss of limb means severance of hand or foot at or above the wrist or ankle joint. Loss of sight, speech or hearing must be total and irrecoverable. Loss of thumb and index finger means severance through or above the metacarpophalangeal joints.

Quadriplegia means the total and permanent paralysis of both upper and lower limbs. Paraplegia means the total and permanent paralysis of both lower limbs. Hemiplegia means the total and permanent paralysis of the upper and lower limbs on one side of the body.

Business Travel Benefit

Sun Life will pay an additional Business Travel Benefit if an Employee's loss of life occurs while traveling on business for the Employer.

The Business Travel Benefit is the lesser of:

- \$25,000; or
- 25% of the amount of Accidental Death Benefit payable.

Business Travel means traveling to another location to conduct the Employer's business other than the Employee's normal workplace. Business Travel starts from the time the Employee leaves his place of residence to commence the Employer's

Section IV
Benefit Provisions

Employee Accidental Death and Dismemberment Insurance

business until the Employee returns to his place of residence. Business Travel does not include personal deviations; nor Employee vacations.

Personal Deviation means an activity that is not reasonably related to the Employer's business and not incidental to the business trip.

An Employee's place of residence will change to the location of the Business Travel if an Employee's stay at that location exceeds 60 days.

Seat Belt/Air Bag Benefit

Sun Life will pay an additional Seat Belt/Air Bag Benefit if an Employee dies as a result of an automobile accident and an Accidental Death Benefit is payable under this Policy.

Seat Belt Benefit

The Seat Belt Benefit is payable if the Employee was wearing a seat belt at the time of the accident.

The Seat Belt Benefit is 25% of the amount of Accidental Death Benefit payable or \$25,000, whichever is less.

Sun Life must receive satisfactory written proof that the Employee's death resulted from an automobile accident and that the Employee was wearing a seat belt at the time of the accident. A copy of the police report is required.

Air Bag Benefit

The Air Bag Benefit is payable if a Seat Belt Benefit is payable and the Employee was positioned in a seat protected by a Supplemental Restraint System which inflated on impact.

The Air Bag Benefit is 10% of the amount of Accidental Death Benefit payable or \$5,000, whichever is less.

Sun Life must receive satisfactory written proof that the Employee's death resulted from an automobile accident and that the Supplemental Restraint System properly inflated. A copy of the police report is required.

Seat Belt means a properly installed seat belt, lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration.

Supplemental Restraint System means a factory installed air bag which inflates for added protection to the head and chest areas.

Automobile means a motor vehicle licensed for use on public highways.

Helmet Benefit

Sun Life will pay an additional Helmet Benefit if an Employee dies as a result of a Motorcycle accident and an Accidental Death Benefit is payable under this Policy.

The Helmet Benefit is payable if the Employee was wearing a Helmet at the time of the accident and the driver of the Motorcycle held a valid drivers license with a Motorcycle endorsement.

The Helmet Benefit is 50% of the amount of Accidental Death Benefit payable or \$25,000, whichever is less.

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Employee Accidental Death and Dismemberment Insurance

Sun Life must receive satisfactory written proof that the Employee's death resulted from a Motorcycle accident and that the Employee was wearing a Helmet at the time of the accident. A copy of the police report is required.

Helmet means a protective head covering made of a hard material to resist impact and which is approved by the American National Safety Institute (ANSI) and/or Snell.

Motorcycle means a motor vehicle licensed for use on public highways which requires a Motorcycle endorsement on a drivers license to operate the vehicle.

Disappearance

Sun Life will presume, subject to no objective evidence to the contrary, that an Employee is dead and has died as a result of an Accidental Bodily Injury if:

1. an Employee disappears as a result of an accidental wrecking, sinking or disappearance of a conveyance in which the Employee was known to be a passenger; and
2. the body of the Employee is not found within 365 days after the date of the conveyance's disappearance.

Bereavement Counseling Benefit

If an Accidental Death Benefit is payable, Sun Life will pay a Bereavement Counseling Benefit during an Employee's Immediate Family Member's period of bereavement for up to 12 months after an Employee's death.

The Bereavement Counseling Benefit equals the Immediate Family Member's incurred expenses reduced by any reimbursement the Immediate Family Member receives from other sources.

The Maximum Bereavement Counseling Benefit payable is \$250 per Immediate Family Member, to a maximum of \$1,000 per Employee's death.

Immediate Family Member means an Employee, an Employee's spouse or an Employee's child under age 19 or age 25 if a full-time student.

Written Proof of the actual out of pocket counseling expenses incurred must be submitted to Sun Life prior to payment.

Dependent Education Benefit

If an Employee Accidental Death Benefit is payable under this Policy, an Employee's Dependent may be eligible for a Dependent Education Benefit.

A Dependent Child is eligible for an Education Benefit if the Dependent Child enrolls as a full-time student at a post-secondary school before reaching age 25 and within 1 year after the Employee's date of death.

The annual Dependent Child's Education Benefit is the lesser of:

- Incurred Expenses; or
- \$2,500; or
- 5% of the Employee's amount of Accidental Death Benefit payable.

The Dependent Child Education Benefit is payable at the end of each semester per dependent child, for a maximum of four consecutive years per child. Proof of the child's enrollment and Incurred Expenses are required each semester prior to payment of the benefit.

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Employee Accidental Death and Dismemberment Insurance

Incurred Expenses include tuition, fees, cost of books, room and board, transportation and any other costs paid directly to the school.

A Dependent Spouse is eligible for an Education Benefit if the Dependent Spouse enrolls in any school for the purpose of retraining or developing skills needed for employment within 1 year after the Employee's date of death.

The Dependent Spouse's Education Benefit is equal to the expenses paid directly to such school or \$3,000 whichever is less. Proof of enrollment and expenses are required prior to payment of the benefit.

Exclusions

No Accidental Death or Accidental Dismemberment payment will be made for a loss which is due to or results from:

- suicide while sane or insane.
- intentionally self-inflicted injuries.
- bodily or mental infirmity or disease of any kind, or infection unless due to an accidental cut or wound.
- committing or attempting to commit an assault, felony or other criminal act.
- active participation in a war (declared or undeclared) or active duty in any armed service during a time of war.
- active participation in a riot, rebellion, or insurrection.
- injury sustained from any aviation activities, other than riding as a fare-paying passenger.
- the Employee's voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless administered on the advice of a Physician.
- the Employee's operation of any motorized vehicle while intoxicated. Intoxicated means the minimum blood alcohol level required to be considered operating an automobile under the influence of alcohol in the jurisdiction where the accident occurred. For the purposes of this Exclusion, "Motorized Vehicle" includes, but is not limited to, automobiles, motorcycles, boats and snowmobiles.

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Benefit Provisions

Employee Accidental Death and Dismemberment Insurance

Continuity of Coverage

In order to prevent loss of coverage for an Employee when this Policy replaces a group AD&D policy the Employer had in force with another insurer immediately prior to January 1, 2011, Sun Life will provide the following coverage.

Employees not Actively at Work on January 1, 2011

An Employee may become insured under this Policy on January 1, 2011, subject to all of the following conditions:

1. he was insured under the prior insurer's group AD&D policy immediately prior to January 1, 2011; and
2. he is not Actively at Work on January 1, 2011; and
3. he is a member of an Eligible Class under this Policy; and
4. premiums for the Employee are paid up to date; and
5. he is not receiving or eligible to receive benefits under the prior insurer's group AD&D policy.

Any AD&D benefit payable will be the lesser of:

- the AD&D benefit payable under this Policy; or
- the AD&D benefit payable under the prior insurer's group AD&D policy had it remained in force.

All other provisions of Sun Life's Policy will apply.

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Benefit Provisions**

Long Term Disability Income Benefits

If Sun Life receives Notice and Proof of Claim that an Employee is Totally or Partially Disabled, a Net Monthly Benefit will be payable, subject to the Limitations and Exclusions.

To be eligible to receive a Net Monthly Benefit, the Employee must:

1. satisfy the Elimination Period with the required days of Total or Partial Disability;
2. provide proof of continued Total or Partial Disability; and
3. have regular and continuing care by a Physician who provides appropriate treatment and regular examination and testing in accordance with the disabling condition.

Proof of Total or Partial Disability must be given to Sun Life upon request and at the Employee's expense.

A Net Monthly Benefit will:

1. be payable at the end of each month for that month.
2. include reductions described as Other Income Benefits.
3. include reductions for Disability Earnings (if applicable).
4. be paid on a pro-rata basis. An amount equal to 1/30 of the Net Monthly Benefit is payable for each day of Total or Partial Disability that is less than a full month.
5. not be less than the Minimum Monthly Benefit specified in the Schedule of Benefits.

Total Disability Benefit

If an Employee is Totally Disabled, the Net Monthly Benefit will be calculated based on the Total Disability Benefit formula. An Employee qualifies for this benefit if:

- the Employee is not working or is earning less than 20% of his Indexed Total Monthly Earnings; and
- during the Elimination Period and the next 24 months, the Employee, because of Injury or Sickness, is unable to perform the Material and Substantial Duties of his Own Occupation.

After Total or Partial Disability benefits combined have been paid for 24 months, the Employee will continue to qualify for this benefit if he is unable to perform with reasonable continuity any Gainful Occupation for which he is, or becomes, reasonably qualified for by education, training or experience.

To determine the Total Disability Benefit:

1. Take the lesser of:
 - a. the Employee's Total Monthly Earnings multiplied by the Benefit Percentage (shown in Section I, Schedule of Benefits); or
 - b. the Maximum Monthly Benefit (shown in Section I, Schedule of Benefits); then
2. Subtract Other Income Benefits from the amount determined in Step 1.

Partial Disability Benefit

If an Employee is Partially Disabled, the Net Monthly Benefit will be calculated based on the Partial Disability Benefit formula. An Employee qualifies for this benefit if:

- the Employee is working and has Disability Earnings of more than 20% but less than 80% of his Indexed Total Monthly Earnings; and
- during the Elimination Period and the next 24 months, the Employee, because of Injury or Sickness, is unable to perform the Material and Substantial Duties of his Own Occupation.

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Benefit Provisions

Long Term Disability Income Benefits

After Total or Partial Disability benefits combined have been paid for 24 months, the Employee will continue to qualify for this benefit if he is unable to perform with reasonable continuity any Gainful Occupation for which he is, or becomes, reasonably qualified for by education, training or experience and has Disability Earnings of less than 50% of his Indexed Total Monthly Earnings.

To determine the Partial Disability Benefit for the first 12 months of the Employee's Partial Disability:

1. add the Employee's Disability Earnings and income received from Other Income Benefits to the Total Disability Benefit.
2. if this sum is in excess of 100% of the Employee's Indexed Total Monthly Earnings, subtract the amount in excess of 100% of the Employee's Indexed Total Monthly Earnings from the Total Disability Benefit. This result is the Partial Disability Benefit; or

if the sum is less than 100% of the Employee's Indexed Total Monthly Earnings, the Partial Disability Benefit is the Total Disability Benefit.

After Partial Disability benefits have been paid for 12 months and the Employee continues to be Partially Disabled, the following proportionate loss formula will be used to determine the Net Monthly Benefit:

(A divided by B) multiplied by C

where:

- A = The Employee's Indexed Total Monthly Earnings minus the Employee's monthly Disability Earnings.
- B = The Employee's Indexed Total Monthly Earnings
- C = The Total Disability Benefit.

Other Income Benefits

Other Income Benefits are those benefits provided or available to the Employee while a Long Term Disability Benefit is payable. These Other Income Benefits, other than retirement benefits, must be provided as a result of the same Total or Partial Disability payable under this Policy. Other Income Benefits include:

1. The amount the Employee is eligible for under:
 - a. Workers' Compensation Law; or
 - b. Occupational Disease Law; or
 - c. Unemployment Compensation Law; or
 - d. Compulsory Benefit Act or Law; or
 - e. an automobile no-fault insurance plan; or
 - f. any other act or law of like intent.
2. The Railroad Retirement Act (including any dependent benefits).
3. Any labor management trustee, union or employee benefit plans that are funded in whole or in part by the Employer.
4. Any disability income benefits the Employee is eligible for under:
 - a. any other group insurance plan of the Employer;
 - b. any governmental retirement system as a result of the Employee's job with his Employer.

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Benefit Provisions

Long Term Disability Income Benefits

5. The benefits the Employee receives under his Employer's Retirement Plan as follows:
 - a. any disability benefits;
 - b. the Employer-paid portion of any retirement benefits.(Disability benefits that reduce the Employee's accrued retirement benefit will be treated as a retirement benefit. Retirement benefits do not include any amount rolled over or transferred to any other retirement plan as defined in Section 402 of the Internal Revenue Code.)
6. The disability or retirement benefits under the United States Social Security Act, or any similar plan or act, as follows:
 - a. Disability benefits the Employee is eligible to receive.
 - b. Disability benefits the Employee's spouse, child or children are eligible to receive because of the Employee's Total or Partial Disability unless the dependent benefits are paid directly to the divorced spouse or to the children in custody of the divorced spouse.
 - c. Retirement benefits received by the Employee.
 - d. Retirement benefits the Employee's spouse, child or children receive because of the Employee's receipt of retirement benefits unless the dependent benefits are paid directly to the divorced spouse or to the children in custody of the divorced spouse.

If an Employee's Total or Partial Disability begins after Social Security Normal Retirement Age, Social Security Retirement Benefits will not be offset if, prior to his Total or Partial Disability, he was already receiving Social Security Retirement Benefits.

7. The amount the Employee receives from any accumulated sick leave.
8. Any salary continuation paid to the Employee by his Employer which causes the Net Monthly Benefit, plus Other Income Benefits and any salary continuation to exceed 100% of the Employee's Total Monthly Earnings. The amount in excess of 100% of the Employee's Total Monthly Earnings will be used to reduce the Net Monthly Benefit.
9. Any amount due to income replacement or lost wages the Employee receives by compromise, settlement or other method as a result of a claim for any Other Income Benefit.
10. Any amount the Employee receives from a voluntary separation of employment agreement from the Employer including severance pay or any other income in settlement of an employment contract.

Other Income Benefits will include any amount described above which would have been available to the Employee had he applied for that benefit.

Lump Sum Payment

If an Employee receives a lump sum payment for any Other Income Benefits, Sun Life will prorate the lump sum on a monthly basis over the time period specified for the lump sum payment. If no time period is stated, the lump sum payment will be prorated on a monthly basis over a reasonable period of time as determined by Sun Life.

Required Application for Other Income

An Employee must apply for any Other Income Benefits for which the Employee may be eligible. If such benefits are denied, the Employee must appeal the denial to all administrative levels Sun Life deems necessary. Sun Life has the right to receive from the Employee written documentation of the Employee's pursuit of Other Income Benefits.

**Section IV
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Long Term Disability Income Benefits

Social Security Disability Income Assistance Program

Sun Life, at the Employee's request, will assist the Employee (if appropriate) through the various levels of the Social Security claim process. Sun Life will assist an Employee with his application and through the appeals process.

Estimated Other Income

Sun Life has the right to estimate the amount of Other Income Benefits the Employee is eligible to receive during an Employee's Total or Partial Disability and reduce the LTD benefit payment by the estimated amount. Sun Life will estimate the amount if, at the time of calculating any LTD benefit payments, the Other Income Benefit an Employee may be eligible to receive has not been awarded nor denied or if the Other Income Benefit has been denied and is being appealed. The estimate will be used to reduce the amount of the LTD benefit payments until the Other Income Benefit has been awarded or denied. However, the estimate will not be used if the Employee meets the following conditions:

1. the Employee has applied for the Other Income Benefits; and
2. the Employee agrees to appeal any denials of Other Income Benefits to all administrative levels Sun Life deems necessary; and
3. the Employee completes and signs the Sun Life Reimbursement Agreement.

Adjustment of Benefits

The Employee must notify Sun Life in writing, within 31 days of receipt of notice, of the amount of Other Income Benefits when it is approved or if the amount is adjusted (other than for cost of living increases). Sun Life will make an adjustment to the Net Monthly Benefit payment when Sun Life receives the written notice of the amount of the Other Income Benefit.

If after Sun Life makes an adjustment to the Net Monthly Benefit the Employee has been underpaid, Sun Life will immediately make a lump sum refund of the amount that has been underpaid to the Employee.

If after Sun Life makes an adjustment to the Net Monthly Benefit the Employee has been overpaid, the Employee must reimburse Sun Life the amount of the overpayment within 31 days of the award. Sun Life has the right to reduce or eliminate future LTD benefit payments until the amount of the overpayment has been repaid. During the overpayment reimbursement period, the Minimum Monthly Benefit will not apply.

Cost of Living Freeze

After the first deduction for each of the Other Income Benefits, Sun Life will not reduce LTD benefit payments due to cost of living increases an Employee receives from any of the sources described as Other Income Benefits. This does not apply to any increase in earnings the Employee receives from employment.

Waiver of Premium for Totally or Partially Disabled Employees

LTD premium payments for a Totally or Partially Disabled Employee are waived during any period LTD benefits are payable under this Policy. If this Policy is in force when the Employee's Total or Partial Disability ends, the Employee will remain insured if he returns to an Actively at Work status in an Eligible Class and premium payments for the Employee are resumed.

Termination of Long Term Disability Benefits

Total or Partial Disability Benefits will cease on the earliest of:

1. the date the Employee is no longer Totally or Partially Disabled.

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Benefit Provisions

Long Term Disability Income Benefits

2. the date the Employee dies.
3. the end of the Maximum Benefit Period.
4. the date the Employee fails to provide adequate employment earnings information or proof of continuing Total or Partial Disability as requested.
5. the date the Employee refuses to complete a rehabilitative assessment or the date the Employee ceases to participate in the Sun Life approved Rehabilitation Program without Good Cause.
6. during the first 24 months of Partial Disability, the date the Employee's Disability Earnings exceed 80% of his Indexed Total Monthly Earnings.
7. after 24 months of Partial Disability, the date the Employee's Disability Earnings exceed 50% of his Indexed Total Monthly Earnings.
8. for the first 24 months of Total or Partial Disability, the date Sun Life determines the Employee is able to perform on a full-time basis, the Material and Substantial Duties of his Own Occupation, even if the Employee chooses not to work.
9. after the first 24 months of Total or Partial Disability, the date Sun Life determines the Employee is able to perform on a full-time basis, any Gainful Occupation for which he is or becomes reasonably qualified for by education, training or experience, even if the Employee chooses not to work.

Full-time basis means for the first 24 months of Total or Partial Disability, the Employee is able or has the capacity to perform the Material and Substantial Duties of his Own Occupation for the number of hours the Employee normally performed his Own Occupation prior to his Total or Partial Disability. After 24 months of Total or Partial Disability, the Employee is able or has the capacity to perform any Gainful Occupation for the number of hours the Employee normally performed his Own Occupation prior to his Total or Partial Disability.

However, if the Employee normally performed his Own Occupation on an average in excess of 40 hours per week, Sun Life will consider the Employee able to perform that requirement if the Employee works or has the capacity to work 40 hours per week.

Successive Periods

Successive periods of Total or Partial Disability after a Net Monthly Benefit was payable will be considered a single period if the Employee, in the time between the successive periods, was Actively at Work for less than:

1. six months, if due to the same or related causes;
2. one day, if due to an entirely unrelated cause.

The Employee will not have to complete a new Elimination Period. The LTD benefit will continue to be calculated based on the Employee's Total Monthly Earnings in effect at the time the initial period of Total or Partial Disability began. The LTD benefit will be payable, in total, for no longer than the Maximum Benefit Period at the time of the initial period of Total or Partial Disability.

This successive periods provision will cease to apply on the earliest of the following dates:

1. the date the Employee becomes eligible for coverage under any other group LTD policy; or
2. the date this Policy is terminated; or

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3. the date the Employee refuses to complete a rehabilitative assessment or the date the Employee ceases to participate in the Sun Life approved Rehabilitation Program without Good Cause.

Rehabilitation Services

If an Employee is Totally or Partially Disabled, Sun Life may determine that the Employee is a suitable candidate to receive vocational Rehabilitation Services. In order for the Employee to be eligible for such services, the Employee must have the functional capacity to successfully complete a Rehabilitation Program. These services include, but are not limited to:

- a. job modification;
- b. job placement;
- c. retraining;
- d. other activities reasonably necessary to help the Employee return to work.

Sun Life may require an Employee to participate in a rehabilitation assessment or a Rehabilitation Program at Sun Life's expense. Sun Life will work with the Employee, the Employer and the Employee's Physician and others, as appropriate, to develop a Rehabilitation Program. If the Employee refuses to participate in the rehabilitation efforts, Long Term Disability Income Benefits will cease to be payable.

Eligibility for vocational Rehabilitation Services is based on the Employee's education, training, experience and physical/mental capabilities. Sun Life determines whether an Employee is eligible for vocational Rehabilitation Services.

The Rehabilitation Program may, at Sun Life's sole discretion, allow for payment of the Employee's medical expense, education expense, moving expense, accommodation expense or family care expense while the Employee participates in the Rehabilitation Program.

Rehabilitation Program means a written agreement between the Employee and Sun Life in which Sun Life agrees to provide, arrange or authorize vocational, physical or psychiatric rehabilitation services and the Employee agrees to participate in the Rehabilitation Program.

If the Employee participates in a Sun Life approved Rehabilitation Program, the Employee will receive the greater of:

- the Employee's Benefit Percentage (as shown in Section I, Schedule of Benefits) multiplied by 1.10; or
- the Employee's Net Monthly Benefit payable multiplied by 1.10.

To calculate the increased benefit:

1. Take the current Benefit Percentage and multiply by 1.10. Then calculate the Total or Partial Disability benefit including any deductions for Disability Earnings or Other Income Benefits.
2. Take the current Net Monthly Benefit payable and multiply by 1.10.

The greater of 1 or 2 is the Rehabilitation increased amount.

The increased amount will cease on the earliest of:

1. the date the Employee completes his Rehabilitation Program; or
2. the date the Employee ceases to participate in his Rehabilitation Program without Good Cause; or
3. the date his LTD benefits cease; or
4. 12 months after his Rehabilitation Program began.

Good Cause means documented physical or mental impairments which prevent the Employee from participating in, or completing, the Rehabilitation Program. Good Cause may also mean a necessary medical program which prevents or interferes with the Employee's participation in, or completion of, the Rehabilitation Program.

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Long Term Disability Income Benefits

Reasonable Accommodation Benefit

If an Employee would be able to return to part-time or full-time work with the Employer with a modification to the Employer's workplace, Sun Life may reimburse the Employer (if appropriate) for the reasonable expenses to modify the Employer's workplace up to a maximum of \$5,000 unless Sun Life otherwise approves in writing.

Reasonable Accommodation means expenses the Employer incurs to accommodate an Employee's Total or Partial Disability. This includes expenses for tools, equipment, furniture, or any other changes to an Employee's work environment that Sun Life agrees will allow the Employee to return to work.

Sun Life may pay (if appropriate) a Reasonable Accommodation Benefit if:

1. Sun Life approves, in writing, the workplace modification; and
2. the Employer incurs expenses to make the modification to the Employer's workplace; and
3. the Employee returns to work for the Employer on a part-time or full-time basis; and
4. the Employee was insured under this Policy on the date Total or Partial Disability began.

Survivor Benefit

Sun Life will pay a benefit to the Employee's Eligible Survivor when satisfactory proof is received that the Employee died:

1. after Total or Partial Disability had continued for 180 or more consecutive days; and
2. while eligible to receive a Net Monthly Benefit.

The benefit will be 3 times the Employee's last Gross Monthly Benefit.

Eligible Survivor means the Employee's spouse, if living, otherwise the Employee's children under age 25. If there are no Eligible Survivors, payment will be made to the Employee's estate.

Conversion Privilege

If an Employee's LTD insurance ceases due to termination of employment, an Employee may apply for a conversion policy. To be eligible for the Conversion Privilege, the Employee:

1. must have been insured for LTD benefits for at least 12 consecutive months immediately before his LTD insurance under this Policy terminated; and
2. must be insured under this Policy's LTD Benefit Provision on the date he terminates employment.

The Employee must make a written application for the conversion policy within 31 days after his LTD insurance terminated. The benefits and amount of insurance may differ from those under the LTD Benefit Provision.

The Conversion Privilege is not available to any Employee whose insurance terminates for any of the following reasons:

1. the LTD insurance under this Policy has terminated.
2. the Employee has retired.
3. the Employee has attained age 70.
4. the Employee is not in an Eligible Class covered by this Policy.
5. the Policy has been amended to exclude the Eligible Class to which the Employee belongs.
6. the Employee has failed to make any required contributions.
7. the Employee is Totally or Partially Disabled under the terms of the LTD Benefit Provision.

If the Employee becomes insured for LTD coverage under another employer's LTD plan within 31 days after termination of the Employee's insurance under this Policy, the Conversion Privilege is no longer available.

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Long Term Disability Income Benefits

Limitations

No LTD benefit will be payable for any Total or Partial Disability during any of the following periods:

1. any period the Employee is not under the regular and continuing care of a Physician providing appropriate treatment and regular examination and testing in accordance with the disabling condition, unless the Employee has reached his maximum point of recovery and is still Totally or Partially Disabled.
2. any period the Employee fails to submit to any medical examination or clinical assessment requested by Sun Life.
3. any period of Total or Partial Disability due to Mental Illness, unless the Employee is under the continuing care of a specialist in psychiatric care.

Benefits will be payable for the first 24 months after the Employee completes his Elimination Period.

Benefits after the first 24 months will only be payable if the Employee is confined in a Hospital or Institution licensed to provide psychiatric treatment.

If the Employee continues to be Totally or Partially Disabled when discharged from a Hospital or Institution licensed to provide psychiatric treatment, Sun Life will continue an Employee's LTD benefit payment for up to 90 days. If the Employee becomes reconfined in a Hospital or Institution during the 90 day period and remains confined for at least 14 consecutive days, Sun Life will continue LTD benefit payments during the reconfinement. Upon discharge, the Employee will be eligible for up to an additional 90 days of LTD benefit payments, if the Employee continues to be Totally or Partially Disabled.

4. any period of Total or Partial Disability due to Drug and Alcohol Illness, unless the Employee is actively supervised by a Physician or rehabilitation counselor and is receiving continuing treatment from a rehabilitation center or a designated institution approved by Sun Life.

Benefits will be payable for the first 24 months after the Employee completes his Elimination Period if, during the Elimination Period the Employee:

- a) becomes confined in a Hospital or Institution licensed to provide Drug and Alcohol treatment; or
- b) begins participation in a drug or alcohol rehabilitation program acceptable to Sun Life.

Benefits after the first 24 months will only be payable if the Employee is confined in a Hospital or Institution licensed to provide Drug and Alcohol treatment.

Exclusions

No LTD benefit will be payable for any Total or Partial Disability that is due to:

1. intentionally self-inflicted injury.
2. war, declared or undeclared, or any act of war.
3. active participation in a riot, rebellion or insurrection.
4. committing or attempting to commit an assault, felony or other criminal act.
5. the Employee's operation of any motorized vehicle while intoxicated.

Intoxicated means the minimum blood alcohol level required to be considered operating an automobile under the influence of alcohol in the jurisdiction where the accident occurred. For the purposes of this Exclusion, "Motorized Vehicle" includes, but is not limited to, automobiles, motorcycles, boats and snowmobiles.

Section IV
Benefit Provisions

Long Term Disability Income Benefits

6. a Pre-Existing Condition.

Pre-Existing Condition means during the 3 months prior to the Employee's Effective Date of Insurance the Employee received medical treatment, consultation, care or services, including diagnostic measures, or took prescribed drugs or medicines for the disabling condition.

Pre-Existing Condition for increases in amounts of insurance means during the 3 months prior to the Effective Date of any increase in an Employee's amount of insurance the Employee received medical treatment, consultation, care or services, including diagnostic measures, or took prescribed drugs or medicines for the disabling condition.

Pre-Existing Condition Exclusion Exception

The Pre-Existing Condition Exclusion will not apply if the Employee's Total or Partial Disability begins later than 12 months after the Employee's Effective Date of Insurance or later than 12 months after the Effective Date of any increase in an Employee's amount of insurance.

The Pre-Existing Condition Exclusion also will not apply to the initial amount of insurance or for any subsequent increases if the Employee has been insured under this Policy for the immediately preceding 3 months prior to the Employee's Total or Partial Disability and during that period the Employee has not received any medical treatment, consultation, care or services, including diagnostic measures, or took prescribed drugs or medicines for the disabling condition.

However, the Pre-Existing Condition Exclusion for increases does not apply to cost of living, contract or periodic salary review increases.

**Section IV
Benefit Provisions**

Long Term Disability Income Benefits

Continuity of Coverage

In order to prevent loss of coverage for an Employee when this Policy replaces a group LTD policy the Employer had in force with another insurer immediately prior to January 1, 2011, Sun Life will provide the following coverage:

Employees not Actively at Work on January 1, 2011

An Employee may become insured under this Policy on January 1, 2011, subject to all of the following conditions:

1. he was insured under the prior insurer's group LTD policy immediately prior to January 1, 2011; and
2. he is not Actively at Work on January 1, 2011; and
3. he is a member of an Eligible Class under this Policy; and
4. premiums for the Employee are paid up to date; and
5. he is not receiving or eligible to receive benefits under the prior insurer's group LTD policy.

If an Employee continues to be not Actively at Work and subsequently becomes Totally or Partially Disabled on or after January 1, 2011, any LTD benefit payable will be the lesser of:

- the LTD benefit payable under this Policy; or
- the LTD benefit payable under the prior insurer's group LTD policy had it remained in force.

Total or Partial Disability due to a Pre-Existing Condition

LTD benefits may be payable to an Employee who becomes Totally or Partially Disabled on or after January 1, 2011 due to a Pre-Existing Condition, provided the Employee:

1. was insured under the prior insurer's group LTD policy immediately prior to January 1, 2011; and
2. was Actively at Work on January 1, 2011; and
3. was insured under this Policy on January 1, 2011.

Any benefit payable will be determined as follows:

1. if an Employee satisfies the Pre-Existing Condition Exception under this Policy, the LTD benefit will be determined according to this Policy's benefit provision.
2. if an Employee cannot satisfy the Pre-Existing Condition Exception under this Policy, the prior insurer's pre-existing condition provision will be applied.
 - a. if the Employee would satisfy the prior insurer's pre-existing condition provision, giving consideration for continuous time insured under both policies, any benefit payable will be the lesser of:
 - i. the LTD benefit payable under this Policy; or
 - ii. the LTD benefit payable under the prior insurer's group LTD policy had it remained in force.
 - b. if the Employee cannot satisfy the Pre-Existing Condition Exception of this Policy or if the pre-existing condition provision under the prior insurer's group LTD policy would apply, no LTD benefit will be paid.

All other provisions of Sun Life's Policy will apply.

Section V
Termination Provisions

Termination of Employee's Insurance

An Employee will cease to be insured on the earliest of the following dates:

1. the date this Policy terminates.
2. the date the Employee is no longer in an Eligible Class.
3. the date the Employee's Class is no longer included for insurance.
4. the last day for which any required premium has been paid.
5. the date the Employee retires.
6. the date employment terminates. Ceasing to be Actively at Work will be deemed termination of employment, except:
 - a. insurance will be continued for an Employee absent due to a disability during:
 - i. the Elimination Period; and
 - ii. any period the premium is being waived under this Policy.
 - b. the Policyholder may continue the insurance by paying the required premiums, subject to the following:
 - i. insurance may be continued for up to 1 month after the Employee has been temporarily laid off.
 - ii. insurance may be continued for up to 1 month after the Employee has been given an approved leave of absence.
 - iii. insurance may be continued for up to 3 months of the Employee's paid vacation.
 - iv. For Life and Accidental Death and Dismemberment Insurance - insurance may be continued for up to 12 months after an Employee is absent from work due to Injury or Sickness.

The Policyholder in all of the above situations must act so as not to discriminate unfairly among Employees in similar situations.

7. the date the Employee requests, in writing, to have his insurance terminated.
8. the date the Employee ceases to be Actively at Work due to a labor dispute, including any strike, work slowdown, or lockout.
9. the date the Employee enters active duty in any armed service during a time of war (declared or undeclared).

While this Policy is in force, the Policyholder may continue an Employee's coverage pursuant to the Family and Medical Leave Act of 1993, as amended or continue coverage pursuant to a state required continuation period (if any).

While this Policy is in force, the Policyholder may continue an Employee's coverage pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Section V
Termination Provisions

Termination of Dependent's Insurance

A Dependent will cease to be insured on the earliest of the following dates:

1. the date this Policy terminates.
2. the date the Employee ceases to be insured.
3. the date the Employee is no longer in an Eligible Class for Dependent Insurance.
4. the date the Dependent ceases to qualify as a Dependent.
5. the last day for which any required premium has been paid for insurance on the Dependent.
6. the date the Employee requests, in writing, to have his Dependent Spouse Insurance terminated for Dependent Spouse Optional Life Insurance.
7. the date the Employee requests, in writing, to have his Dependent Child Insurance terminated for Dependent Child Optional Life Insurance.
8. the date the Employee dies.
9. the date the Employee attains age 70 for Dependent Spouse Optional Life Insurance.
10. the date the Dependent enters active duty in any armed service during a time of war (declared or undeclared).
11. the date the Employee retires.

Section V
Termination Provisions

Termination of Policy

This Policy will terminate for any of the following reasons:

1. If the Policyholder fails to pay any premium within the Grace Period, this Policy will terminate on the last day of the Grace Period.
2. The Policyholder may terminate this Policy by advance written notice delivered to Sun Life at least 31 days prior to the termination date. This Policy will not terminate during any period for which premium has been paid. The Policyholder will be liable to Sun Life for all premiums due and unpaid for the full period this Policy is in force.
3. Sun Life may terminate this Policy on any premium due date by giving written notice to the Policyholder at least 31 days in advance if:
 - a. the number of insured Employees is less than 10; or
 - b. less than 50% of the Part-Time Non-Union Employees eligible are insured for Employee Life and Employee Accidental Death and Dismemberment Insurance; or
 - c. less than 100% of All Other Employees eligible are insured for Employee Basic Life and Employee Basic Accidental Death and Dismemberment Insurance; or
 - d. less than 100% of the Employees eligible are insured for Long Term Disability Insurance; or
 - e. less than 10% of the Employees eligible are insured for Optional Life Insurance; or
 - f. the Policyholder fails to:
 - i. furnish promptly any information Sun Life may reasonably require; or
 - ii. perform any other obligations pertaining to this Policy.
4. Sun Life may terminate this Policy on any Policy Anniversary by giving written notice to the Policyholder at least 60 days in advance.

Termination of this Policy may take effect on an earlier date when both the Policyholder and Sun Life agree.

Section V
Termination Provisions

Termination of Benefit Provision

A Benefit Provision will terminate for any of the following reasons:

1. The Policyholder may terminate a Benefit Provision by advance written notice delivered to Sun Life at least 31 days prior to the termination date. The Benefit Provision will not terminate during any period for which premium has been paid. The Policyholder will be liable to Sun Life for all premiums due and unpaid for the full period that Benefit Provision is in force.
2. Sun Life may terminate a Benefit Provision on any premium due date by giving written notice to the Policyholder at least 31 days in advance if:
 - a. the number of insured Employees for that Benefit is less than 10; or
 - b. less than 50% of the Part-Time Non-Union Employees eligible are insured for Employee Life and Employee Accidental Death and Dismemberment Insurance; or
 - c. less than 100% of All Other Employees eligible are insured for Employee Basic Life and Employee Basic Accidental Death and Dismemberment Insurance; or
 - d. less than 100% of the Employees eligible are insured for Long Term Disability Insurance; or
 - e. less than 10% of the Employees eligible are insured for Optional Life Insurance; or
 - f. the Policyholder fails to furnish promptly any information which Sun Life may reasonably require.
3. Sun Life may terminate any Benefit Provision on any Policy Anniversary by giving written notice to the Policyholder at least 60 days in advance.

Termination of a Benefit Provision may take effect on an earlier date when both the Policyholder and Sun Life agree.

Section VI
General Policy Provisions

A. Statements

All statements made in any Application are considered representations and not warranties. No representation by:

1. the Policyholder in applying for this Policy will render it void unless the representation is contained in the Application; or
2. any Employee in applying for insurance under this Policy will be used to reduce or deny a claim unless a copy of the Employee's written application for insurance is or has been given to the Employee or the Employee's beneficiary, if any.

B. Entire Contract - Policy Changes

1. This Policy is the entire contract. It consists of:
 - a. all of the pages of the Policy;
 - b. the attached Application of the Policyholder;
 - c. each Employee's written application for insurance (Employee retains his own copy).
2. This Policy may be changed in whole or in part. Only an executive officer of Sun Life may approve a change. The approval must be in writing and endorsed on or attached to this Policy.
3. Any other person, including an agent, may not change this Policy or waive any part of it.

C. Employee's Certificate

Sun Life will provide a Certificate to the Policyholder for delivery to each Employee. The Certificate is intended to provide a brief explanation of the Policy benefits, but it does not form a part of this Policy. If the terms of a Certificate and this Policy differ, this Policy will govern.

D. Furnishing of Information - Access To Records

1. The Employer will furnish at regular intervals to Sun Life:
 - a. information relative to individuals:
 - i. who qualify to become insured;
 - ii. whose amounts of insurance change; and/or
 - iii. whose insurance terminates.
 - b. any other information about this Policy that may be reasonably required.

The records which, in the opinion of Sun Life, are material to the insurance, will be opened for inspection by Sun Life at any reasonable time.

2. Clerical error or omission will not:
 - a. deprive an individual of insurance;
 - b. affect an individual's amount of insurance; or
 - c. effect or continue an individual's insurance which otherwise would not be in force.

The Policyholder's or Employer's failure to report notice or proof of claim in a timely manner shall not constitute clerical error.

E. Misstatement of Age

Section VI
General Policy Provisions

If the age of an individual is not accurate:

1. an equitable adjustment of premium will be made; and
2. the true age will be used to determine if and in what amount insurance is valid under this Policy.

If the amount of the benefit is dependent upon an individual's age, (as shown in Section I, Schedule of Benefits), the benefit will be the amount an individual would have been entitled to if his correct age was known.

If an adjustment results in a refund of premium, the refund will not exceed a period of more than 12 months.

F. Examination and Autopsy

Sun Life, at its own expense, has the right to have any person, whose Injury or Sickness is the basis of a claim:

1. examined by a Physician, other health professional or vocational expert of its choice; and/or
2. interviewed by an authorized Sun Life representative.

This right may be used as often as reasonably required.

Sun Life has the right, in the case of death, to request an autopsy where not prohibited by law.

G. Legal Proceedings

No legal action may start:

1. until 60 days after Proof of Claim has been given; nor
2. more than 3 years after the time Proof of Claim is required.

H. Workers' Compensation

This Policy is not in lieu of, and does not affect, any requirement for coverage by Workers' Compensation Insurance.

I. Agency

For all purposes of this Policy, the Policyholder acts on its own behalf or as an agent of the Employee. Under no circumstances will the Policyholder be deemed an agent of Sun Life.

J. Incontestability

Policyholder

The validity of this Policy shall not be contested, except for non-payment of premium, after it has been in force for two years from the Policy Effective Date.

Individual

No statement made by an individual, relating to his insurability for an initial, increased or additional amount of insurance, will be used in contesting the validity of that insurance, after such initial, increased or additional amount of insurance has been in force for a period of two years during the individual's lifetime.

This statement must be contained in a form signed by that individual.

**Section VII
Claim Provisions**

A. Notice and Proof of Claim

Sun Life must receive Notice and Proof of Claim prior to any payment under this Policy.

1. Notice of Claim

for Death Claim - written notice of claim must be given to Sun Life no later than 30 days after date of death.

for Life Waiver of Premium - written notice of claim must be given to Sun Life no later than 12 months after the Employee ceases to be Actively at Work.

for Accidental Dismemberment - written notice of claim must be given to Sun Life no later than 12 months after the Employee's date of loss.

for Long Term Disability - written notice of claim must be given to Sun Life no later than 30 days before the end of the applicable Elimination Period or, within 30 days after the termination of this Policy, if earlier.

for all other claims - written notice of claim must be given to Sun Life no later than 12 months after the Employee's date of loss or within 12 months after the date the expense is incurred.

If notice cannot be given within the applicable time period, Sun Life must be notified as soon as it is reasonably possible.

When Sun Life has received written notice of claim, Sun Life will send the forms for proof of claim. If the forms are not received within 15 days after written notice of claim is sent, proof of claim may be sent to Sun Life without waiting for the form.

2. Proof of Claim

for Death Claim - proof of claim must be given to Sun Life no later than 90 days after date of death.

for Life Waiver of Premium - proof of claim must be given to Sun Life no later than 15 months after the Employee ceases to be Actively at Work.

for Accidental Dismemberment - proof of claim must be given to Sun Life no later than 15 months after the Employee's date of loss.

for Long Term Disability - proof of claim must be given to Sun Life no later than 90 days after the end of the Elimination Period.

for all other claims - proof of claim must be given to Sun Life no later than 15 months after the Employee's date of loss or within 15 months from the date the expense is incurred.

If it is not possible to give proof within these time limits, it must be given as soon as reasonably possible. Proof of claim may not be given later than one year after the time proof is otherwise required unless the individual is legally incompetent.

Proof of Claim must consist of:

- a description of the loss or disability;
- the date the loss, disability or expense occurred; and
- the cause of the loss, disability or expense.

Proof of Claim may include, but is not limited to, police accident reports, autopsy reports, laboratory results, toxicology results, hospital records, x-rays, narrative reports, or other diagnostic testing materials as required.

Section VII Claim Provisions

Proof of Claim for disability must include evidence demonstrating the disability including, but not limited to, hospital records, Physician records, Psychiatric records, x-rays, narrative reports, or other diagnostic testing materials as appropriate for the disabling condition.

Proof must be satisfactory to Sun Life.

Sun Life may require as part of the Proof authorizations to obtain medical and non-medical information.

Proof of the Employee's continued disability and regular and continuous care by a Physician must be given to Sun Life within 30 days of the request for proof.

B. Insurer's Authority

The Plan Administrator has delegated to Sun Life its entire discretionary authority to make all final determinations regarding claims for benefits under the benefit plan insured by this Policy. This discretionary authority includes, but is not limited to, the determination of eligibility for benefits, based upon enrollment information provided by the Policyholder, and the amount of any benefits due, and to construe the terms of this Policy.

Any decision made by Sun Life in the exercise of this authority, including review of denials of benefit, is conclusive and binding on all parties. Any court reviewing Sun Life's determinations shall uphold such determination unless the claimant proves that Sun Life's determinations are arbitrary and capricious.

C. Notice of Decision on Claim

A written notice of decision on a claim will be sent within a reasonable time after Sun Life receives the claim but not later than 45 days after receipt of the claim. If a decision cannot be made within 45 days after Sun Life receives the claim, Sun Life will request extensions of time as permitted under U.S. Department of Labor regulations. Any request for extension of time will specifically explain:

1. the standards on which entitlement to benefits is based;
2. the unresolved issues that prevent a decision on the claim; and
3. the additional information needed to resolve those issues.

If a period of time is extended because the claimant failed to provide necessary information, the period for making the benefit determination is tolled from the date Sun Life sends notice of the extension to the claimant until the date on which the claimant responds to the request for additional information. The claimant will have at least 45 days to provide the specified information.

D. Review Procedure

If all or any part of a claim is denied, the claimant may request in writing a review of the denial within 180 days after receiving notice of denial.

The claimant may submit written comments, documents, records or other information relating to the claim for benefits, and may request free of charge copies of all documents, records and other information relevant to the claimant's claim for benefits.

Sun Life will review the claim on receipt of the written request for review, and will notify the claimant of Sun Life's decision within a reasonable time but not later than 45 days after the request has been received. If an extension of time is required to process the claim, Sun Life will notify the claimant in writing of the special circumstances requiring the extension and the date by which Sun Life expects to make a determination on review. The extension cannot exceed a period of 45 days from the end of the initial review period.

Section VII Claim Provisions

If a period of time is extended because the claimant failed to provide necessary information, the period for making the decision on review is tolled from the date Sun Life sends notice of the extension to the claimant until the date on which the claimant responds to the request for additional information.

E. Time of Payment of Claims

When Sun Life receives satisfactory Proof of Claim, benefits payable under this Policy will be paid for any period for which Sun Life is liable.

F. Payment of Claims

Benefits, other than Survivor Benefits, payable upon the death of the Employee are payable to the Beneficiary living at the time (other than the Employer). Unless otherwise specified, if more than one Beneficiary survives the Employee, all surviving Beneficiaries will share equally. If no Beneficiary is alive on the date of the Employee's death, payment will be made to the Employee's estate.

Survivor Benefits payable upon the death of an Employee are payable according to the Long Term Disability Income Benefit Provision.

Accidental Death and Dismemberment benefits are payable as shown above unless otherwise specified in the Accidental Death and Dismemberment Benefit Section.

Benefits payable during the lifetime of the Employee are payable to the Employee.

If a benefit is payable to the Employee's estate, an Employee who is a minor, or an Employee who is not competent, Sun Life has the right to pay up to \$5,000 to any of the Employee's relatives whom Sun Life considers entitled. If Sun Life pays benefits in good faith to a relative, Sun Life will not have to pay those benefits again.

If a Beneficiary is a minor or is not competent, Sun Life has the right to pay up to \$1,000 to the person or institution that appears to have assumed custody and main support, until the appointed legal representative makes a formal claim. If Sun Life pays benefits in good faith to a person or institution, Sun Life will not have to pay those benefits again.

G. Amendment or Termination of Benefit Provision

An Employee's rights to any disability benefits are determined on the date the Employee's disability begins. The right is subject to the terms of this Policy in effect on the date disability begins and will not be affected by subsequent amendment or termination of this Policy.

H. Change of Beneficiary

If this Policy replaces existing coverage under the Employer's group life insurance plan, Employees' nominations of Beneficiaries under the plan will remain in force unless changed by the Employee. All nominations of Beneficiaries are revocable unless otherwise stated by the Employee. Any request for change of Beneficiary must be in a written form and will take effect as of the date the Employee signs and files the change with the Employer. If Sun Life has taken any action or made payment prior to receiving notice of that change, the change of Beneficiary will not affect any action or payment made by Sun Life. The consent of the Beneficiary is not required to change any Beneficiary unless the Beneficiary designation has been irrevocable.

Section VII
Claim Provisions

I. Assignments

The Employee is permitted to assign all his rights under this Policy. Any assignment must be in a written form and will take effect as of the date the Employee signs and files the assignment with the Employer. Sun Life will honor an Employee's prior assignment of rights and benefits under the Employer's plan, whether or not this Policy is specified in the Assignment. If Sun Life has taken any action or made payment prior to receiving notice of that change, the assignment will not affect any action or payment made by Sun Life. Sun Life will not be responsible for the legal, tax or other effects of any assignment.

J. Methods of Payment

The Death Benefit may be payable by a method other than a lump sum. The available methods of payment will be based on the benefit options offered by Sun Life at the time of election.

Section VIII Premiums

A. Premium Rates

Sun Life determines its initial or any subsequent monthly premium rate on the basis of the coverage being provided. After the initial monthly premium rate has been in effect until December 31, 2012, Sun Life has the right to recalculate any premium rate. However, Sun Life has the right to recalculate the initial or any subsequent monthly premium rate when any of the following occurs:

1. the terms of this Policy are changed, including but not limited to the Schedule of Benefits; or
2. a new Division, Subsidiary or Affiliated Company of the Policyholder is added to or deleted from this Policy; or
3. the number of Employees insured changes by 25% or more from the number of Employees insured on the Policy Effective Date or the immediately preceding Policy Anniversary Date; or
4. one or more class(es) are added to or deleted from this Policy.

No premium rate may be increased unless Sun Life notifies the Policyholder at least 31 days in advance of the increase. Premium rate increases may take effect on an earlier date when both Sun Life and the Policyholder agree.

B. Payment of Premiums

1. All premiums due under this Policy, including adjustments, if any, are payable by the Policyholder on or before the respective due dates at Sun Life's U.S. Headquarters or at another location designated by Sun Life. The due dates are specified on the first page of this Policy.
2. The premiums due under this Policy on each premium due date are based upon the premium rates in effect for the benefit provided. The premium due is the sum of the monthly premiums for all insured Employees and Dependents for all benefits.
3. Premiums payable to Sun Life will be paid in United States dollars on the premium due date.
4. The premium for additional or increased insurance becoming effective during a Policy month will be charged from the next premium due date.
5. The premium for insurance terminated during a Policy month will cease at the end of the Policy month in which such insurance terminates.
6. Except for fraud, premium adjustments, refunds or charges will be made for only:
 - a. the current Policy Year; and
 - b. the prior Policy Year.

C. Grace Period

The Grace Period is 31 days following a premium due date. During the Grace Period the Policy shall continue in force, unless the Policyholder has given Sun Life written notice to discontinue this Policy. In any event, premiums are payable for any period of time the Policy remains in force.

SUN LIFE ASSURANCE COMPANY OF CANADA

PORTABILITY RIDER

Effective January 1, 2011, the following provision is added to Group Policy No. 215312-001 Life Insurance Benefit Provision

Portability Privilege

Benefit

If, prior to age 70, the Employee's Life Insurance ceases due to termination of his employment, the Employee may apply for portable coverage on his own life up to the amount of Life Insurance that ceased, to a maximum of \$500,000. An Employee is not eligible to port if:

- he is age 70 or older; or
- he retires; or
- he has an injury or sickness that would have a material effect on his life expectancy or would prevent the Employee from performing his own occupation on a full-time basis; or
- his employment hours with the Employer have been reduced; or
- he remains in employment with the Employer, other than a full-time basis; or
- his insurance is being continued under the Waiver of Premium provision.

If the Employee elects to port any amount of his Life Insurance, he may also apply to port any AD&D or Dependent Life Insurance that ceased due to his termination of employment.

An Employee whose coverage has been continued on Waiver of Premium under this Policy is not eligible to apply for portable coverage.

An Employee who elects to convert his coverage to an individual policy under the Conversion Privilege is not eligible to apply for portable coverage.

Application for Portable Coverage

1. Written application must be made to Sun Life within 31 days following the date the Life Insurance ceases.
2. Portable coverage will be effective on the date that Sun Life approves the Employee's Application for portable coverage.
3. Portable coverage will be provided under a group term life policy providing death and accidental death and dismemberment benefits only, without waiver of premium or Accelerated Death benefits.
4. The premium will be the current rate Sun Life charges for the standard class of risk and age the insured belongs to under the Portable Group Life Policy.
5. If the application for Portable Coverage is declined by Sun Life, the Employee will be given 31 days, commencing on the date the application is declined, to convert to an individual policy under the Conversion Privilege.

Termination of Portable Coverage

Portable coverage will terminate on the occurrence of the earliest of the following:

- the date for which the last premium has been paid by the Employee; or
- the date the Employee attains age 70; or
- the date the portable group insurance policy terminates.

When Portable Coverage terminates, the Employee will have the right to convert the amount of coverage to an individual policy.

SUN LIFE ASSURANCE COMPANY OF CANADA

A handwritten signature in black ink, appearing to read "Dean A. Connor", with a period at the end.

Dean A. Connor
President and Chief Executive Officer

SUN LIFE ASSURANCE COMPANY OF CANADA

RETRO DISABILITY BENEFIT

Effective January 1, 2011, the following Retro Disability Benefit is added to Group Policy No. 215312-001 Long Term Disability Income Benefit Provision.

Retro Disability Benefit

If an Employee is receiving a Total Disability Benefit, an additional Retro Disability Benefit may be payable if Sun Life receives proof that the Employee had a Retro Disability that was due to the same Injury or Sickness that caused Total Disability.

The Retro Disability Benefit is the Employee's Gross Monthly Benefit multiplied by the number of months (each 30 days) in the Elimination Period. This amount is not subject to reduction due to Other Income.

The Retro Disability Benefit will be paid in a single lump sum amount. Sun Life must receive proof that the Employee had a Retro Disability within 90 days following the date the Employee completes the Elimination Period.

Any Long Term Disability Benefits payable after completion of the Elimination Period will be subject to the terms of this Policy, including reductions by any Other Income.

Retro Disability means an Injury or Sickness that results in:

1. Hospital Confinement that begins on the date the Employee becomes Totally Disabled or within 48 hours of the date the Employee's Total Disability begins; and
2. such Hospital Confinement continues for at least 14 consecutive days; and
3. the Employee's Total Disability remains continuous throughout the Elimination Period.

Hospital Confinement means admission to a Hospital as a registered inpatient due to an Injury or Sickness. The confinement must be on the advice of a Physician and medically necessary according to generally accepted medical standards. Confinement to an emergency room, outpatient treatment room, or observation unit is not considered a Hospital Confinement.

Hospital means a facility licensed in the applicable jurisdiction that provides medical care and treatment to sick and injured persons on an inpatient basis with 24 hour nursing service by or under the supervision of a Physician. Hospital does not include a rest home, a place of convalescence, rehabilitative care, custodial care or a place primarily for the treatment of drug addicts or alcoholics.

SUN LIFE ASSURANCE COMPANY OF CANADA



Dean A. Connor
President and Chief Executive Officer