

Employee Group Benefits
UNDERWRITTEN BY
SUN LIFE ASSURANCE COMPANY OF CANADA

Hirshfield's Inc.

The insurance policy under which this booklet/certificate is issued pays accelerated death benefits at your option under conditions specified in the Group Policy. The Group Policy is not a long-term care policy meeting the requirements of Sections 62A.46 to 62A.56 or Chapter 62S.

All Eligible Employees

GROUP POLICY NUMBER - 220648-001
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Welcome to Sun Life Assurance Company of Canada (“Sun Life”). Sun Life is pleased to be your Employer’s insurance carrier for the benefits provided in the Group Policy. The description of Eligible Classes in the Benefit Highlights will help you determine what benefits apply to you.

The booklet is intended to provide a summarized explanation of the current Group Policy Benefits. However, the Group Policy is the document which forms Sun Life's contract to provide benefits. If the terms of the booklet and the Group Policy differ, the Group Policy will govern. A complete copy of the Group Policy is in the possession of your Employer and is available for your review. In the event of any changes in benefits or Group Policy provisions, you will be provided with a new booklet or a supplement which describes any changes.

Possession of this booklet does not necessarily mean you are insured under the Group Policy. The requirements for becoming eligible for insurance and the dates your insurance begins or ceases are explained within this booklet.

This booklet uses insurance terms and phrases that are listed in the Definitions Section.

For information, call the Sun Life Group Customer Service Center toll free at (800) 247-6875.

Table of Contents

	Page
Benefit Highlights	
Employee Life Insurance	4
Employee Accidental Death and Dismemberment Insurance	4
Dependent Optional Life Insurance	6
Long Term Disability Income Insurance	7
Eligibility and Effective Dates	
Employee	10
Dependent	11
Termination of Insurance	
Employee	13
Dependent	15
Benefit Provisions	
Employee Life Insurance	16
Dependent Optional Life Insurance	22
Employee Accidental Death and Dismemberment Insurance	25
Long Term Disability Income Insurance	30
Claim Provisions	
Notice of Claim	40
Proof of Claim	40
Payment of Claim	41
Change of Beneficiary	43
General Provisions	44
Definitions	
General	45
Employee Life	47
Dependent Life	48
Accidental Death and Dismemberment	49
Long Term Disability Income	50

BENEFIT HIGHLIGHTS

EMPLOYEE LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

ELIGIBLE CLASSES

Employee Basic Life and Employee Basic Accidental Death and Dismemberment Insurance

All Full-Time United States Employees working in the United States scheduled to work at least 30 hours per week, excluding Officers and Managers.

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, excluding Officers and Managers.

BASIC INSURANCE

LIFE

1 times your Basic
Annual Earnings*

AD&D

An amount equal to
your amount of Basic
Life Insurance in force

OPTIONAL LIFE INSURANCE

LIFE

You 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** is \$200,000.

The **Optional Maximum Benefit** is the lesser of:

- \$500,000; or
- 5 times your Basic Annual Earnings.

(Applicable if you were insured for Optional Life Insurance on December 31, 2011)

The **Guaranteed Issue Amount** is the amount of Optional Life Insurance you had in force on December 31, 2011.

(Applicable if you were hired on or after January 1, 2012)

The **Guaranteed Issue Amount** for Optional Life Insurance is \$100,000.

Your amount of Basic and Optional Life and Basic Accidental Death and Dismemberment Insurance reduces to 65% when you reach age 70 and to 50% when you reach age 75.

Your Basic and Optional Life and Basic Accidental Death and Dismemberment Insurance cancels at your retirement.

BENEFIT HIGHLIGHTS

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

- you elect Basic Life Insurance only and later elect Optional Life Insurance; or
- you elect an increase in your amount of Optional Life Insurance; or
- your amount of Life Insurance is in excess of the Guaranteed Issue Amount.

Basic Annual Earnings

Your current salary or wage from your Employer. Basic Annual Earnings includes commissions, bonuses and 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 overtime pay or any other extra compensation.

If your current salary includes commissions or bonuses, your Basic Annual Earnings will be averaged over the previous 12 month period of your employment or averaged from your date of employment, whichever is less.

BENEFIT HIGHLIGHTS

DEPENDENT OPTIONAL LIFE INSURANCE

ELIGIBLE CLASSES

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, excluding Officers and Managers.

Spouse

You may elect an amount of Dependent Spouse Optional Life Insurance in \$5,000 increments

Child under age 19**

You may elect an amount of Dependent Child Optional Life Insurance in \$2,000 increments*

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

The Dependent Child **Optional Maximum Benefit** is \$10,000

* the amount of Dependent Optional Life Insurance for your child under 6 months is \$1,000.

** to age 26 if your child is an enrolled full-time student and depends on you for 50% or more of his/her support.

(Your amount of Dependent Optional Life Insurance cannot exceed 100% of your amount of Optional Life Insurance)

The **Guaranteed Issue Amount** for Dependent Spouse Optional Life Insurance, if you were insured on December 31, 2011, is the amount of Dependent Spouse Optional Life Insurance you had in force on December 31, 2011.

The **Guaranteed Issue Amount** for Dependent Spouse Optional Life Insurance, if you were hired on or after January 1, 2012, is \$25,000.

Your Dependent Spouse's amount of Optional Life Insurance cancels when your Dependent Spouse reaches age 70.

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

- you elect no coverage and later elect Dependent Optional Life Insurance; or
- you elect Employee Basic Life Insurance only and later elect Employee Optional Life and Dependent Optional Life Insurance; or
- you elect to increase your amount of Dependent Optional Life Insurance; or
- your amount of Dependent Spouse Optional Life Insurance is in excess of the Guaranteed Issue Amount.

BENEFIT HIGHLIGHTS

LONG TERM DISABILITY INCOME INSURANCE

ELIGIBLE CLASSES

All Full-Time United States Employees working in the United States scheduled to work at least 30 hours per week, excluding Officers and Managers.

AMOUNT OF INSURANCE

60% (Benefit Percentage) of your Total Monthly Earnings, not to exceed the Maximum Monthly Benefit, less Other Income Benefits.

- the **Maximum Monthly Benefit** is: \$5,000.

Your **Evidence of Insurability**, satisfactory to Sun Life will be required if you elect no coverage and later elect Long Term Disability Income Insurance.

Note: your amount of insurance is also subject to reductions for your employment earnings.

The **Minimum Monthly Benefit** is \$100 or 10% of the Gross Monthly Benefit, whichever is greater.

Elimination Period

(The period of time you need to be continuously Totally or Partially Disabled before LTD benefits are payable)

90 days

Maximum Benefit Period

(The longest period of time Sun Life will pay you an LTD benefit while you are Totally or Partially Disabled)

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

Age at Disability

Less than age 60

60

61

62

63

64

65

66

67

68

69 and over

Maximum Benefit Period

To age 65, but not less than 60 months

60 Months

48 Months

42 Months

36 Months

30 Months

24 Months

21 Months

18 Months

15 Months

12 Months

BENEFIT HIGHLIGHTS

<u>Year of Birth</u>	<u>Normal Retirement Age</u>
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

Total Monthly Earnings

Your basic monthly earnings as reported by your Employer immediately before the first date your Total or Partial Disability begins. Total Monthly Earnings includes commissions, bonuses and 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 overtime pay or any other extra compensation.

If your current monthly earnings includes commissions or bonuses, your Total Monthly Earnings will be averaged over the previous 12 month period of your employment before the first date your Total or Partial Disability begins or averaged from your date of employment, whichever is less.

If you are paid on an hourly basis, Total Monthly Earnings will be based on your hourly rate of pay, but will not exceed 40 hours per week.

BENEFIT HIGHLIGHTS

WAITING PERIOD

(The period of time you must be employed in an Eligible Class before you can apply for benefits)

Until the first of the month following 90 days of employment

CONTRIBUTIONS

The cost of your Employee Basic Life and Employee Basic Accidental Death and Dismemberment Insurance is paid for entirely by your Employer. This is your non-contributory insurance.

The cost of your Employee Optional Life, Dependent Optional Life and Long Term Disability Income Insurance is paid for by you. This is your contributory insurance.

The following Questions and Answers will help you to better understand your benefits.

Please read them carefully and refer any questions to your Employer or call the Sun Life Group Customer Service Center toll free at 1-800-247-6875.

ELIGIBILITY AND EFFECTIVE DATE OF EMPLOYEE INSURANCE

When am I eligible for insurance?

If you are in an Eligible Class shown in the Benefit Highlights, you are eligible on the later of:

- January 1, 2012; or
- the first day of the month following the date you complete your Waiting Period.

When do I need to apply for insurance?

You must apply within 31 days of the date you become eligible.

When does my insurance start?

For non-contributory insurance, your insurance starts on the date you are eligible, if you are Actively at Work on that date.

For contributory insurance, your insurance starts on the later of:

- the date you apply; or
 - the date you are eligible;
- if you are Actively at Work on that date.

What happens if I do not apply within 31 days?

Your insurance will start on the date Sun Life approves your Evidence of Insurability, if you are Actively at Work on that date.

What if I am not Actively at Work on that date?

If you are not Actively at Work on the date your insurance would normally start, your insurance will not start until you are Actively at Work.

What happens if I do not want my insurance?

You need to sign a form refusing your insurance. This form is available from your Employer.

If you decide later you want to enroll for insurance, Sun Life must first approve your Evidence of Insurability.

When do changes in my amount of insurance occur?

If your amount of insurance increases, your increase will take effect on the first of the month following the date of change, as long as:

- you are Actively at Work on that date; and
- Evidence of Insurability is not required for the increase in your amount of insurance.

If your amount of insurance decreases, your decrease will take effect on the first of the month following the date of change.

If Evidence of Insurability is required for any increase in your amount of insurance, the increase in your insurance will not start until Sun Life approves the increase, but you need to be Actively at Work on that date.

If you are not Actively at Work on the date an increase in your insurance would normally start, the increase in your insurance will not start until you are Actively at Work.

ELIGIBILITY AND EFFECTIVE DATE OF DEPENDENT INSURANCE

When am I eligible for Dependent Optional Life Insurance?

If you are in an Eligible Class shown in the Benefit Highlights and you have a Dependent, you are eligible for Dependent Optional Life Insurance on the latest of:

- the date you are insured for Employee Optional Life Insurance; or
- January 1, 2012; or
- the date you first acquire a Dependent.

When do I need to apply for Dependent Optional Life Insurance?

You must apply for Dependent Optional Life Insurance within 31 days of the date you become eligible for Dependent Optional Life Insurance.

When does my Dependent's insurance start?

Your Dependent's insurance starts on the later of:

- the date you are eligible for Dependent Optional Life Insurance; or
 - the date you apply for Dependent Optional Life Insurance;
- as long as the Dependent is not hospital confined on that date.

What happens if I do not apply within 31 days?

Your Dependent's insurance will start on the date Sun Life approves your Dependent's Evidence of Insurability, if the Dependent is not hospital confined on that date.

Do I need to enroll each Dependent?

If you have already applied for Dependent Optional Life insurance, each subsequent Dependent is automatically enrolled, as long as the Dependent is not hospital confined on the date he/she becomes a Dependent.

What if my Dependent is hospital confined?

If your Dependent is hospital confined on the date your Dependent's insurance would normally start, your Dependent's insurance will not start until the Dependent is no longer hospital confined. Hospital confined does not apply to a newborn child.

What happens if I do not want Dependent Optional Life Insurance?

You need to sign a form refusing Dependent Optional Life Insurance. This form is available from your Employer.

If you decide later you want Dependent Optional Life Insurance, Sun Life must first approve your Dependent's Evidence of Insurability before your Dependent can become insured.

When do changes in my Dependent's amount of insurance occur?

If your Dependent's amount of insurance increases, your Dependent's increase will take effect on the first of the month following the date of change, as long as:

- your Dependent is not hospital confined; and
- Evidence of Insurability is not required for the increase in your Dependent's amount of insurance.

If your Dependent's amount of insurance decreases, the decrease will take effect on the first of the month following the date of change.

**ELIGIBILITY AND EFFECTIVE DATE
OF DEPENDENT INSURANCE**

If Evidence of Insurability is required for any increase in your Dependent's amount of insurance, the increase in your Dependent's insurance will not start until Sun Life approves the increase, but your Dependent cannot be hospital confined on that date.

If your Dependent is hospital confined on the date an increase in your Dependent's insurance would normally start, the increase in your Dependent's insurance will not start until the Dependent is no longer hospital confined.

TERMINATION OF EMPLOYEE INSURANCE

When does my insurance cease?

Your insurance ceases on the earliest of:

- the date the Group Policy terminates.
- the date you are no longer in an Eligible Class.
- the date your class is no longer included for insurance.
- the last day for which any required premium has been paid for your insurance.
- the date you retire.
- the date you request in writing to terminate your insurance.
- the date you enter active duty in any armed service during a time of war (declared or undeclared).
- the date your employment terminates.
- the date you cease to be Actively at Work.

Are there any conditions under which my insurance can continue?

Yes.

Your insurance will continue during any Elimination Period or any period the premium for your insurance is waived under the Group Policy.

If you are on temporary layoff, leave of absence or vacation, your Employer may continue your insurance by paying the required premium for the length of time specified below.

Layoff - up to 1 month.

Leave of Absence – up to 1 month

Vacation – up to 3 months

If you are absent from work due to an injury or sickness, your Employer may continue your Life and Accidental Death and Dismemberment insurance, by paying the required premium, for up to 12 months.

If you are "Totally Disabled" you may be eligible for a longer continuation of Life Insurance. Refer to "What is the Waiver of Premium Provision" in the Life Benefit Section. Please note you need to apply for continued benefits under the Waiver of Premium Provision within 12 months after you cease to be Actively at Work.

If your coverage terminates and you are not eligible for any of the described continuations, you may be eligible for a Conversion Privilege. Refer to the "Conversion Privilege" in the Life or LTD Benefit section. Please note that you need to apply for the conversion and pay the required premium within 31 days following your termination of insurance.

You may be eligible to continue your insurance 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). You should contact your Employer for more details.

You may be eligible to continue your insurance coverage pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA). You should contact your Employer for more details.

Continuation of Coverage for Life Insurance

If you are insured for Life Insurance and are voluntarily or involuntarily terminated (including retirement) or laid off from employment and, as a result such termination or layoff you are no longer insured for Life Insurance you may, if the Group Policy remains in force for any active Employees, elect to continue your Life Insurance.

You are considered to be laid off from employment if there is a reduction in hours to the point where you are no longer eligible for coverage under the group life insurance policy. This, however, does not include discharge or termination due to gross misconduct.

TERMINATION OF EMPLOYEE INSURANCE

This right of continuation also is extended to any of your dependents who were insured for Dependent Life Insurance under the Group Policy at the time your coverage ceased.

Responsibility of the Employee

If you elect to continue your Life Insurance, you shall pay to your Employer, on a monthly basis, the cost of continuing your Life Insurance.

Duration of Continued Coverage

You are eligible to continue your Life Insurance until you obtain Group Life Insurance under another group policy, or for a period of 18 months after your termination of employment or layoff, whichever is shorter.

Conversion to an Individual Policy

After the continued Life Insurance ceases, you (or any of your insured Dependents) are eligible to convert the life insurance. Refer to the Conversion Privilege section of the Employee (or Dependent) Life Insurance Benefit provision.

TERMINATION OF DEPENDENT INSURANCE

When does my Dependent's insurance cease?

Your Dependent's insurance ceases on the earliest of:

- the date the Group Policy terminates.
- the date you cease to be insured.
- the date you are no longer in an Eligible Class for Dependent Insurance.
- the date the Dependent does not qualify as a Dependent.
- the last day for which any required premium has been paid for your Dependent's insurance.
- the date you request in writing to terminate your Dependent's insurance.
- the date your Dependent enters active duty in any armed service during a time of war (declared or undeclared).
- the date your Dependent Spouse attains age 70 for Dependent Spouse Optional Life Insurance.
- the date you retire.
- the date you die.

Are there any conditions under which my Dependent's insurance can continue?

Yes.

If your Dependent's coverage terminates, your Dependent may be eligible for a Conversion Privilege. Refer to the "Conversion Privilege" of the Dependent Optional Life Benefit section. Please note that you or your Dependent need to apply for the conversion and pay the required premium within 31 days following termination of the Dependent's insurance.

BENEFIT PROVISIONS

EMPLOYEE LIFE INSURANCE

What is the Life Insurance Benefit?

If you die while insured, your Beneficiary will receive the amount of your Life Insurance in force when Sun Life receives written Notice and Proof of Claim.

What is the amount of my Life Insurance?

Basic Life Insurance

The amount of your Basic Life Insurance is the Basic amount of insurance as determined in the Benefit Highlights.

Your Basic Life Insurance cannot exceed the Basic Maximum Benefit shown in the Benefit Highlights.

Your amount of Basic Life Insurance is subject to any age reductions or terminations shown in the Benefit Highlights.

Optional Life Insurance

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

1. your Optional amount of insurance elected as determined in the Benefit Highlights; or
2. the Optional Guaranteed Issue Amount shown in the Benefit Highlights, plus any amount of insurance over your Optional Guaranteed Issue Amount that Sun Life has approved your Evidence of Insurability.

Your Optional Life Insurance cannot exceed the Optional Maximum Benefit shown in the Benefit Highlights.

Your amount of Optional Life Insurance is subject to the Exclusions shown below and any Evidence of Insurability requirements, age reductions or terminations shown in the Benefit Highlights.

What are the Exclusions?

If your cause of death is suicide:

- No amount of Optional Life Insurance is payable if the suicide occurs within 24 months after your Optional Life Insurance starts. Any period of time you were insured for the same amount of Optional Life Insurance under your Employer's prior group life policy will count towards your completion of the 24 months.
- No increased or additional amount of your Optional Life Insurance is payable if the suicide occurs within 24 months after your increased or additional amount of Optional Life Insurance starts.
- No amount of Optional Life Insurance over your Guaranteed Issue Amount is payable if the suicide occurs within 24 months after the amount over your Guaranteed Issue Amount starts.

What is the Waiver of Premium Provision?

If you become Totally Disabled while insured, the Waiver of Premium Provision may continue your Life Insurance without any further payment of premiums by you or your Employer.

BENEFIT PROVISIONS

EMPLOYEE LIFE INSURANCE

When am I eligible for the Waiver of Premium Provision?

You are eligible if Sun Life receives Notice and Proof of Claim that you became Totally Disabled:

- while insured; and
- before your 70th birthday; and
- before you retire.

What is the amount of Life Insurance that is continued under the Waiver of Premium Provision?

For Total Disabilities that begin before age 65, Sun Life will continue the amount of your Life Insurance in force on the last day you were Actively at Work. This amount is subject to the same reductions or terminations that would have been applicable had you not become Totally Disabled.

For Total Disabilities that begin on or after age 65 but before 70, Sun Life will continue the amount of your Life Insurance in force on the last day you were Actively at Work for a period of up to 1 year. This amount is subject to the same reductions or terminations that would have been applicable had you not become Totally Disabled.

If you have converted your Life Insurance to an individual policy, the continued insurance will be reduced by that converted amount unless you exchange that individual policy for a full refund of premiums paid.

When does my Waiver of Premium cease?

Your Waiver of Premium ceases on the earliest of:

- the date you are no longer Totally Disabled.
- the date you do not provide Proof that you continue to be Totally Disabled.
- the date you do not submit to an examination by a Physician of Sun Life's choice.
- the date you are no longer under the regular and continuing care of a Physician providing appropriate treatment by means of examination and testing in accordance with your disabling condition.
- the date you reach age 65 or for 12 months, whichever is later, if your Total Disability began before you reached age 65.
- the first anniversary after your Total Disability began for Total Disabilities that begin on or after you reach age 65.
- the date you retire.

For the purposes of this Waiver of Premium Provision, you are considered retired when you receive any compensation from a Retirement Plan of your Employer, or when you reach age 70, whichever is earlier.

If your Waiver of Premium ceases and you do not return to work with your Employer, your Life Insurance will terminate. You may be eligible to convert your Life Insurance under the Conversion Privilege.

What is the Accelerated Benefit?

If Sun Life receives satisfactory proof that you are Terminally Ill, part of your Life Insurance may be payable to you while you are still living.

When am I eligible for an Accelerated Benefit?

(Applicable if you were hired on or before January 1, 2012)

You are eligible if:

- you were Actively at Work on January 1, 2012 and have been insured for Life Insurance for at least 60 days. (This includes any period of time you were insured under the prior insurer's group life policy); and

(Applicable if you were hired after January 1, 2012)

BENEFIT PROVISIONS

EMPLOYEE LIFE INSURANCE

You are eligible if:

- you have been insured for Life Insurance for at least 60 days; and

(Applicable to All Employees)

- you are certified as Terminally Ill with a life expectancy of 12 months or less; and
- you are insured for at least \$20,000 of Life Insurance.

How do I receive an Accelerated Benefit?

You need to submit a written request to Sun Life.

If you have assigned your Life Insurance, named an irrevocable Beneficiary or have a former spouse named as Beneficiary as part of a divorce decree, you must have a signed agreement from those parties.

What is the amount of Accelerated Benefit?

You can request up to 75% of the amount of your Life Insurance currently in force. The maximum amount you can request is \$500,000. The minimum amount you may request is \$10,000.

If you have received an Accelerated Benefit under the prior insurer's group life policy, you can request up to 75% of your Life Insurance currently in force reduced by the amount of the Accelerated Benefit you have previously received.

How is the Accelerated Benefit paid?

The Accelerated Benefit is paid in a single lump sum amount.

Can I receive more than one Accelerated Benefit?

You may request the Accelerated Benefit only once under Sun Life's Group Policy.

Are there any charges if I request an Accelerated Benefit?

No.

What happens to my Life Insurance if I receive an Accelerated Benefit?

If you have received an Accelerated Benefit from Sun Life or the prior insurer's group life policy, your Life Insurance will be reduced by an amount equal to the Accelerated Benefit paid by Sun Life, and an amount equal to the Accelerated Benefit paid by the prior insurer's group life policy.

Some Important Notes about your Accelerated Benefit

Your Accelerated Benefit is not a long term care policy. The amount your Accelerated Benefit would pay may not be enough to cover nursing home expenses or other bills. You may use the money received from the Accelerated Benefit for any purpose.

Receipt of your Accelerated Benefit may affect your Medicaid eligibility

BENEFIT PROVISIONS

EMPLOYEE LIFE INSURANCE

No Accelerated Benefit payment will be processed if you are required to request it by a third party, including any creditor, governmental agency, trustee in bankruptcy or any other person, or as the result of a court order.

Benefits payable under this provision MAY be taxable. You should consult your tax advisor. Sun Life does not give tax or legal advice.

What is the Conversion Privilege?

If your Life Insurance ceases, you may be able to convert your Life Insurance to an individual policy. You need to apply for the Conversion Privilege within 31 days. See question "How do I convert my Life Insurance?".

When can I convert my Life Insurance?

1. You can convert if all or part of your Life Insurance ceases or reduces due to:
 - termination of your employment;
 - termination of your membership in an Eligible Class;
 - your retirement;
 - your reaching a specified age; or
 - your changing to a different Eligible Class; or
 - termination of your Waiver of Premium continuation; or
 - your continuation period ending during your layoff or leave of absence.
2. You can convert if all or part of your Life Insurance ceases or reduces due to:
 - termination of the Life Insurance Benefit Provision;
 - termination of the Group Policy;
 - an amendment to the Group Policy to reduce the amount of Life Insurance in your Eligible Class; or
 - an amendment to the Group Policy to terminate your Eligible Class.

What amount of Life Insurance can I convert?

The amount of Life Insurance you can convert depends on the reason your Life Insurance ceases.

If your amount of Life Insurance ceased or reduced for the reasons stated in #1 "When can I convert my Life Insurance?", you can convert up to the amount that ceased or reduced. If your amount of Life Insurance that ceased is \$10,000 or more, the minimum amount of your individual policy must be \$10,000.

If your amount of Life Insurance ceased or reduced for the reasons stated in #2 "When can I convert my Life Insurance?", you can convert up to the lesser of:

- \$2,000; or
- the amount that ceased or reduced less any amount of group life insurance you may become eligible for within 31 days after your Life Insurance ceased or reduced.

How do I convert my Life Insurance?

You convert by applying to Sun Life for an individual policy along with sending payment of the first premium within 31 days after any part of your Life Insurance ceases or reduces. This is your 31 day conversion period. However, if you are not notified by your Employer of this conversion privilege, you will have an additional 15 days to exercise this conversion privilege. In no event will this conversion privilege be extended beyond 30 days following your 31 day conversion period.

BENEFIT PROVISIONS

EMPLOYEE LIFE INSURANCE

What type of individual policy is available?

You can convert to any plan of life insurance, including term insurance, available by Sun Life for conversion. The individual policy will not include any additional benefits such as disability benefits or accidental death and dismemberment benefits.

You do not have to submit Evidence of Insurability to convert to an individual policy.

When does my individual policy start?

If your application for the individual policy is received and the first premium is paid when due, your individual policy starts on the day after the 31 day conversion period.

What happens if I die during the 31 day conversion period?

If Sun Life receives Notice and Proof of Claim, a death benefit is payable to your Beneficiary, whether or not you had applied for an individual policy or had paid the first premium.

The death benefit is the amount of Life Insurance you would have been eligible to convert.

BENEFIT PROVISIONS

EMPLOYEE LIFE INSURANCE

What happens when my Employer transfers Insurance Carriers to Sun Life?

In order to prevent losing your insurance, Sun Life will provide the following coverage.

If you are not Actively at Work on January 1, 2012, you will be insured if:

1. you were insured under the prior insurer's group Life policy at the time of the transfer; and
2. you are a member of an Eligible Class; and
3. premiums for you are paid up to date; and
4. you are 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 the Group 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 Group Policy will apply.

BENEFIT PROVISIONS

DEPENDENT OPTIONAL LIFE INSURANCE

What is my Dependent Optional Life Insurance Benefit?

If your Dependent dies while insured, you will receive the amount of your Dependent Optional Life Insurance in force when Sun Life receives written Notice and Proof of Claim.

What is the amount of my Dependent Optional Life Insurance?

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

1. the amount of Optional Life Insurance you elected for your Dependent as determined in the Benefit Highlights; or
2. the Guaranteed Issue Amount shown in the Benefit Highlights, plus any amount of insurance over your Dependent's Guaranteed Issue Amount for which Sun Life has approved your Dependent's Evidence of Insurability.

The amount of your Dependent's Optional Life Insurance cannot be more than the Optional Maximum Benefit shown in the Benefit Highlights.

The amount of your Dependent's Optional Life Insurance is subject to the Exclusions shown below and any Evidence of Insurability requirements or terminations shown in the Benefit Highlights.

What are the Exclusions?

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

- No amount of Dependent Spouse Optional Life Insurance is payable if your Dependent Spouse's suicide occurs within 24 months after your Dependent Spouse's Optional Life Insurance first starts. Any period of time your Dependent Spouse was insured for the same amount of Optional Life Insurance under your Employer's prior group life policy will count towards your Dependent Spouse's completion of the 24 months.
- No increased or additional amount of Dependent Spouse Optional Life Insurance is payable if your Dependent Spouse's suicide occurs within 24 months after your Dependent Spouse's increased or additional amount of Optional Life Insurance starts.
- No amount of Dependent Spouse Optional Life Insurance over your Dependent Spouse's Guaranteed Issue Amount is payable if your Dependent Spouse's suicide occurs within 24 months after the amount over your Dependent Spouse's Guaranteed Issue Amount starts.

What is the Conversion Privilege?

If your Dependent's Optional Life Insurance ceases, your Dependent may be able to convert the Optional Life Insurance to an individual policy.

When can my Dependent convert?

1. Your Dependent can convert if all or part of your Dependent's Optional Life Insurance ceases or reduces due to:
 - termination of your employment;
 - termination of your membership in an Eligible Class;
 - your retirement;
 - your reaching a specified age;
 - your death; or
 - your changing to a different Eligible Class; or
 - your Dependent no longer qualifying as a Dependent.

BENEFIT PROVISIONS

DEPENDENT OPTIONAL LIFE INSURANCE

2. Your Dependent can convert if all or part of your Dependent's Optional Life Insurance ceases due to:
- termination of the Dependent Optional Life Insurance Benefit Provision;
 - termination of the Group Policy;
 - an amendment to the Group Policy to terminate your Eligible Class.

What amount of Optional Life Insurance can my Dependent convert?

The amount of Optional Life Insurance your Dependent can convert depends on the reason your Dependent's Optional Life Insurance ceased.

If your Dependent's amount of Optional Life Insurance ceased or reduced for the reasons stated in #1 "When can my Dependent convert?", your Dependent can convert up to the amount that ceased or reduced. If your Dependent's amount of Optional Life Insurance that ceased is \$10,000 or more, the minimum amount of your Dependent's individual policy must be \$10,000.

If your Dependent's amount of Optional Life Insurance ceased for the reasons stated in #2 "When can my Dependent convert?", your Dependent can convert up to the lesser of:

- \$2,000; or
- the amount that ceased, less any amount of group life insurance your Dependent may become eligible for within 31 days after your Dependent's Optional Life Insurance ceased.

How can my Dependent convert?

You or your Dependent need to apply to Sun Life for an individual policy along with sending payment of the first premium within 31 days after any part of your Dependent's Optional Life Insurance ceases or reduces. This is your Dependent's 31 day conversion period. However, if your Dependent is not notified by your Employer of this conversion privilege, your Dependent will have an additional 15 days to exercise this conversion privilege. In no event will this conversion privilege be extended beyond 30 days following your Dependent's 31 day conversion period.

What type of individual policy is available?

Your Dependent can convert to any plan of life insurance, including term insurance, available by Sun Life for conversion. The individual policy will not include any additional benefits such as disability benefits or accidental death and dismemberment benefits.

Your Dependent does not have to submit Evidence of Insurability to convert to an individual policy.

When does my Dependent's individual policy start?

If your Dependent's application for the individual policy is received and the first premium paid when due, your Dependents individual policy starts on the day after your Dependent's 31 day conversion period.

What happens if my Dependent dies during the 31 day conversion period?

If Sun Life receives Notice and Proof of Claim, a death benefit is payable to you, whether or not your Dependent had applied for an individual policy or had paid the first premium.

The death benefit is the amount of Optional Life Insurance your Dependent would have been eligible to convert.

BENEFIT PROVISIONS

DEPENDENT OPTIONAL LIFE INSURANCE

What happens when my Employer transfers Insurance Carriers to Sun Life?

In order to prevent losing your insurance, Sun Life will provide the following coverage.

If your Dependent is hospital confined on January 1, 2012 , your Dependent will be insured if:

1. your Dependent was insured under the prior insurer's group life policy at the time of the transfer; and
2. you are a member of an Eligible Class; and
3. premiums for your Dependent are paid up to date; and
4. your Dependent is not receiving or eligible to receive benefits under the prior insurer's group life policy.

Any Dependent Optional Life benefit payable will be the lesser of:

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

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

BENEFIT PROVISIONS

EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

What is the Accidental Death and Dismemberment Benefit?

If Sun Life receives written Notice and Proof of Claim that you:

- died from an accidental drowning while insured; or
 - sustained an Accidental Bodily Injury while insured, which results in loss of life, sight or limb within 365 days of the date of that Accidental Bodily Injury; or
 - sustained a loss of life, sight or limb within 365 days due to an accidental exposure to the elements while insured;
- an Accidental Death and Dismemberment benefit may be payable to you or to your Beneficiary.

The benefit is a percentage of the amount of Accidental Death and Dismemberment Insurance in force for your class shown in the Benefit Highlights on the date of the Accidental Bodily Injury. The following is a list of percentages payable for the applicable loss.

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 the 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.

What is the Business Travel Benefit?

If your loss of life occurs while traveling on business for your Employer an additional Business Travel Benefit will be payable.

The Business Travel Benefit is the lesser of:

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

BENEFIT PROVISIONS

EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Business Travel means traveling to another location to conduct the Employer's business other than your normal workplace. Business Travel starts from the time you leave your place of residence to commence your Employer's business until you return to your place of residence. Business Travel does not include personal deviations; nor your vacation.

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

Your place of residence will change to the location of the Business Travel if your stay at that location exceeds 60 days.

What is the Seat Belt Benefit?

If your loss of life occurs as a result of an automobile accident and you were wearing a seat belt at the time of the accident, an additional Seat Belt Benefit is payable.

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 your death resulted from an automobile accident and that you were wearing a seat belt at the time of the accident. A copy of the police report is required.

What is the Air Bag Benefit?

If your loss of life occurs as a result of an automobile accident, you were wearing a seat belt and positioned in a seat protected by a Supplemental Restraint System which inflated on impact, an additional Air Bag Benefit is payable.

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 your 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.

What is the Helmet Benefit?

If your loss of life occurs as a result of a Motorcycle accident, you were wearing a helmet, and the driver of the Motorcycle held a valid driver's license with a Motorcycle endorsement, an additional Helmet Benefit is payable.

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

Sun Life must receive satisfactory written proof that your death resulted from a Motorcycle accident and that you were 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 driver's license to operate the vehicle.

BENEFIT PROVISIONS

EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

What happens if I Disappear?

Sun Life will presume, subject to no objective evidence to the contrary, that you are dead and your death is a result of an Accidental Bodily Injury if:

- you disappear as a result of an accidental wrecking, sinking or disappearance of a conveyance in which you were known to be a passenger; and
- your body is not found within 365 days after the date of the conveyance's disappearance.

What is the Bereavement Counseling Benefit?

A Bereavement Counseling Benefit is payable for up to 12 months of an Immediate Family Member's period of bereavement if you die and an Accidental Death Benefit is payable under the Group Policy.

Immediate Family Member means you, your spouse or your child under 19 or age 26 if a full-time student.

What expenses are reimbursed under the Bereavement Counseling Benefit?

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

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

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

What is the Dependent Education Benefit?

If you die and an Accidental Death Benefit is payable under the Group Policy, your Dependent may be eligible for a Dependent Education Benefit.

What is the Education Benefit for my Dependent Child?

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 26 and within 1 year after your date of death.

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

- Incurred Expenses; or
- \$2,500; or
- 5% of your 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.

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

BENEFIT PROVISIONS

EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

What is the Education Benefit for my Dependent Spouse?

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 your 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.

What are the Exclusions?

No AD&D benefit will be payable for your loss that 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 an infection unless due to an Accidental cut or wound.
- your committing or attempting to commit a felony.
- active participation in a war (declared or undeclared) or active duty in any armed service during a time of war.
- your active participation in a riot, rebellion, or insurrection.
- injury sustained from any aviation activities, other than your riding as a fare-paying passenger.
- your voluntary use of any narcotic, unless administered on the advice of a Physician.
- your operation of any motorized vehicle while intoxicated. Intoxicated means under the influence of alcohol as evidenced by a blood alcohol level in excess of the legal intoxication limit 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.

BENEFIT PROVISIONS

EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

What happens when my Employer transfers Insurance Carriers to Sun Life?

In order to prevent losing your insurance, Sun Life will provide the following coverage.

If you are not Actively at Work on January 1, 2012 you will be insured if:

1. you were insured under the prior insurer's group AD&D policy at the time of transfer; and
2. you are a member of an Eligible Class; and
3. premiums for you are paid up to date; and
4. you are 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 the Group 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 Group Policy will apply.

BENEFIT PROVISIONS

LONG TERM DISABILITY INCOME INSURANCE

What is the Long Term Disability Benefit?

Long Term Disability Benefits (LTD) partially replace your income if you become Totally or Partially Disabled while insured.

When do LTD benefits become payable?

Sun Life will pay a monthly LTD benefit after the end of your Elimination Period, if Sun Life receives proof that you are:

- Totally or Partially Disabled due to an Injury or Sickness; and
- under the regular and continuing care of a Physician that provides appropriate treatment and regular examination and testing in accordance with your disabling condition.

What conditions must be met for LTD benefits to continue?

Sun Life will pay you an LTD benefit, up to the Maximum Benefit Period, if you provide proof that you continue to be Totally or Partially Disabled and you require the regular and continuing care of a Physician. You need to provide proof when Sun Life asks for it, but the proof is at your expense. You need to provide Sun Life with proof of your monthly earnings (if applicable) on a quarterly basis.

What is the Total Disability Benefit?

If you are Totally Disabled, your Net Monthly Benefit will be calculated based on the Total Disability Benefit formula. You will qualify for this benefit if:

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

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

How is the Total Disability Benefit calculated?

To determine your Total Disability Benefit:

1. Take the lesser of:
 - a. your Total Monthly Earnings multiplied by the Benefit Percentage (shown in the Benefit Highlights); or
 - b. your Maximum Monthly Benefit (shown in the Benefit Highlights); then
2. Subtract Other Income Benefits from the amount determined in Step 1.

What is the Partial Disability Benefit?

If you are Partially Disabled, your Net Monthly Benefit will be calculated based on the Partial Disability Benefit formula. You will qualify for this benefit if:

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

BENEFIT PROVISIONS

LONG TERM DISABILITY INCOME INSURANCE

After Total or Partial Disability LTD benefits combined have been paid to you for 24 months, you will continue to qualify for this benefit if you are unable to perform with reasonable continuity any Gainful Occupation for which you are or become reasonably qualified for by education, training or experience and you have Disability Earnings of less than 80% of your Indexed Total Monthly Earnings.

How is the Partial Disability Benefit calculated?

To determine your Partial Disability Benefit for the first 12 months of your Partial Disability:

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

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

If you continue to be Partially Disabled after 12 months of Partial Disability Benefits, your Partial Disability Benefit will be recalculated based on the following formula:

(A divided by B) multiplied by C

where:

A = your Indexed Total Monthly Earnings minus your monthly Disability Earnings.

B = your Indexed Total Monthly Earnings.

C = your Total Disability Benefit.

What are Other Income Benefits?

Other Income Benefits are those benefits provided or available to you while your monthly LTD benefit is payable. These Other Income Benefits, other than retirement benefits, must be provided to you as a result of the same Total or Partial Disability payable under the Group Policy. Other Income Benefits include:

1. The amount you are 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 your Employer.
4. Any disability income benefits you are eligible for under:
 - a. any other group insurance plan of your Employer;
 - b. any governmental retirement system as a result of your job with your Employer.

BENEFIT PROVISIONS

LONG TERM DISABILITY INCOME INSURANCE

5. The benefits you receive under your Employer's Retirement Plan as follows:
 - a. any disability benefits;
 - b. the Employer-paid portion of any retirement benefits.(Disability benefits that reduce your 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 you are eligible to receive.
 - b. Disability benefits your spouse, child or children are eligible to receive because of your Total or Partial Disability, unless the dependent benefits are paid directly to your divorced spouse or to your children in custody of your divorced spouse.
 - c. Retirement benefits received by you.
 - d. Retirement benefits your spouse, child or children receive because of your receipt of retirement benefits, unless the dependent benefits are paid directly to your divorced spouse or to your children in custody of your divorced spouse.

If your Total or Partial Disability begins after your Social Security Normal Retirement Age, your Social Security Retirement Benefits will not be offset if, prior to your Total or Partial Disability, you were already receiving Social Security Retirement Benefits.

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

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

What if I receive payment of Other Income Benefits in a lump sum?

If you receive 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.

Am I required to apply for Other Income Benefits?

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

What is the Social Security Disability Income Assistance Program?

At your request, Sun Life will assist you (if appropriate) through the various levels of the Social Security claims process. Sun Life will assist you with your application and also through the appeals process.

BENEFIT PROVISIONS

LONG TERM DISABILITY INCOME INSURANCE

Are any of my Other Income Benefits estimated?

Sun Life has the right to estimate the amount of any Other Income Benefits you are eligible to receive during your Total or Partial Disability, and to reduce the LTD benefit payments by the estimated amount. Sun Life will estimate the amount if, at the time of calculating any LTD benefit payments, the Other Income Benefit you may be eligible to receive has not been awarded nor denied, or if the Other Income Benefit has been denied and is being appealed. This estimate will be used to reduce the amount of your monthly LTD benefit payments until the Other Income Benefit has been awarded or denied. However, the estimate will not be used if you meet the following conditions:

- you have applied for the Other Income Benefits; and
- you agree to appeal any denials of Other Income Benefits to all administrative levels Sun Life deems necessary; and
- you complete and sign the Sun Life Reimbursement Agreement.

What happens when the Other Income Benefits have been awarded or have been denied?

You 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 when Sun Life receives written notice of the amount of the Other Income Benefit.

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

If after Sun Life makes an adjustment to your Net Monthly Benefit you have been overpaid, you must reimburse Sun Life the amount of the overpayment within 31 days of the award. Sun Life has the right to reduce or eliminate your 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.

What happens if I receive increases in my Other Income Benefits?

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

When does my monthly LTD benefit cease?

Your monthly LTD benefit will cease on the earliest of:

- the date you are no longer Totally or Partially Disabled.
- the date you die.
- the end of your Maximum Benefit Period.
- the date you do not provide adequate employment earnings information or proof that you continue to be Totally or Partially Disabled as requested.
- the date you refuse to complete a rehabilitative assessment, or the date you cease to participate in the Sun Life approved Rehabilitation Program without Good Cause.
- the date your Disability Earnings are more than 80% of your Indexed Total Monthly Earnings.
- for the first 24 months of Total or Partial Disability, the date Sun Life determines you are able to perform on a full-time basis, the Material and Substantial Duties of your Own Occupation, even if you choose not to work.

BENEFIT PROVISIONS

LONG TERM DISABILITY INCOME INSURANCE

- after the first 24 months of Total or Partial Disability, the date Sun Life determines that you are able to perform on a full-time basis any Gainful Occupation for which you are or become reasonably qualified for by education, training or experience, even if you choose not to work.

Full-time basis means for the first 24 months of Total or Partial Disability, you are able or have the capacity to perform the Material and Substantial Duties of your Own Occupation for the number of hours you normally performed your Own Occupation prior to your Total or Partial Disability. After 24 months of Total or Partial Disability, you are able or have the capacity to perform any Gainful Occupation for the number of hours that you normally performed your Own Occupation prior to your Total or Partial Disability.

However, if you normally performed your Own Occupation on an average in excess of 40 hours per week, Sun Life will consider you as being able to perform that requirement if you work or have the capacity to work 40 hours per week.

What happens if I return to full-time work and become disabled again?

Sun Life will treat this new Total or Partial Disability as part of your prior Total or Partial Disability if you returned to work and were Actively at Work for less than:

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

You will not have to complete a new Elimination Period.

Your monthly LTD benefit will be subject to the same terms and conditions as were applicable to the original Total or Partial Disability.

Your monthly LTD benefit will not continue if:

- you become eligible for coverage under any other group LTD policy; or
- the Group Policy terminates; or
- the date you refuse to complete a rehabilitative assessment or the date you cease to participate in the Sun Life approved Rehabilitation Program without Good Cause.

If your new disability begins later than the time periods specified, you will need to complete a new Elimination Period.

What are the Rehabilitation Services?

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

- job modification;
- job placement;
- retraining;
- other activities reasonably necessary to help you return to work.

Sun Life may require you to participate in a rehabilitation assessment or a Rehabilitation Program at Sun Life's expense. Sun Life will work with you, your employer, your Physician and others, as appropriate, to develop a Rehabilitation Program.

Eligibility for vocational Rehabilitation Services is based on your education, training, experience and physical/mental capabilities. Sun Life determines whether you are eligible for vocational Rehabilitation Services.

BENEFIT PROVISIONS

LONG TERM DISABILITY INCOME INSURANCE

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

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

What happens if I participate in a Rehabilitation Program?

If you participate in a Sun Life approved Rehabilitation Program, you will receive the greater of:

- your Benefit Percentage (as shown in the Benefit Highlights) multiplied by 1.10; or
- your current Net Monthly Benefit payable multiplied by 1.10.

To calculate the increased benefit:

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

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

This increased amount will cease on the earliest of:

- the date you complete the Rehabilitation Program; or
- the date you cease to participate in the Rehabilitation Program without Good Cause; or
- the date your LTD benefits cease; or
- 12 months after your Rehabilitation Program began.

What happens if I refuse Rehabilitation Services?

If you refuse to participate in your rehabilitation efforts or you refuse to participate or cease to participate in a Rehabilitation Program without Good Cause, your LTD benefits will cease.

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

What happens to my LTD benefit if I die?

A Survivor Benefit equal to 3 times your last Gross Monthly Benefit is payable in a lump sum to your Eligible Survivor if Sun Life receives satisfactory proof that you died:

- after your Total or Partial Disability had continued for 180 or more consecutive days; and
- you were eligible to receive a monthly LTD benefit.

If you do not have an Eligible Survivor, the Survivor Benefit will be payable to your estate.

Who are my Eligible Survivors?

Your spouse, if living, or your children under age 25.

What is the LTD Conversion Privilege?

BENEFIT PROVISIONS

LONG TERM DISABILITY INCOME INSURANCE

If your LTD insurance ceases due to termination of your employment, you may be eligible to participate in an LTD conversion policy.

How am I eligible for the LTD Conversion Privilege?

You are eligible if:

- your LTD insurance ceases because of termination of your employment; and
- you have been insured for at least 12 consecutive months immediately before your LTD insurance under the Group Policy terminated.

How do I apply for the LTD Conversion Privilege?

You apply by making a written application to Sun Life to participate in the LTD conversion policy along with payment of the first premium, within 31 days after the date your employment terminates.

When is the Conversion Privilege not available?

The Conversion Privilege is not available to you if:

- the LTD insurance under the Group Policy has terminated.
- you have retired.
- you have reached age 70.
- you are not in an Eligible Class under the Group Policy.
- the Group Policy has been amended to exclude your Eligible Class.
- you have failed to make any required premium contributions.
- you are Totally or Partially Disabled under the terms of the LTD Benefit Provision.
- you become insured for LTD insurance under another employer's LTD plan within 31 days after your insurance terminates under the Group Policy.

What are the Limitations?

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

- any period you are no longer under the regular and continuing care of a Physician providing appropriate treatment and regular examination and testing in accordance with your disabling condition unless you have reached your maximum point of recovery and are still Totally or Partially Disabled.
- any period you do not submit to any medical examination or clinical assessment requested by Sun Life.
- any period of your Total or Partial Disability that is due to Mental Illness, unless you are under the continuing care of a specialist in psychiatric care.

After you complete your Elimination Period, LTD benefits are payable for 24 months.

Benefits after the first 24 months are payable only if you are confined in a Hospital or Institution licensed to provide psychiatric treatment.

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

BENEFIT PROVISIONS

LONG TERM DISABILITY INCOME INSURANCE

- any period of your Total or Partial Disability that is due to Drug and Alcohol Illness, unless you are actively supervised by a Physician or rehabilitation counselor and are receiving continuing treatment from a rehabilitation center or a designated institution approved by Sun Life.
- any period during which you are incarcerated.
- any period of your Total or Partial Disability that is due to Chemical and Environmental Illness, unless you are under the continuing care of a Physician providing appropriate treatment and regular examination and testing in accordance with your disabling condition.

After you complete your Elimination Period, LTD benefits are payable for 24 months.

Benefits after the first 24 months are only payable if you are confined in a Hospital or Institution.

- any period of your Total or Partial Disability that is due to Chronic Fatigue Illness, unless you are under the continuing care of a Physician providing appropriate treatment and regular examination and testing in accordance with your disabling condition.

After you complete your Elimination Period, LTD benefits are payable for 24 months.

Benefits after the first 24 months are only payable if you are confined in a Hospital or Institution.

- any period of your Total or Partial Disability that is due to Musculoskeletal and Connective Tissue Illness, unless you are under the continuing care of a Physician providing appropriate treatment and regular examination and testing in accordance with your disabling condition.

After you complete your Elimination Period, LTD benefits are payable for 24 months.

Benefits after the first 24 months are only payable if you are confined in a Hospital or Institution.

What are the Exclusions?

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

- intentionally self-inflicted injuries.
- war, declared or undeclared, or any act of war.
- your active participation in a riot, rebellion or insurrection.
- your committing or attempting to commit a felony.
- your operation of any motorized vehicle while intoxicated.

Intoxicated means under the influence of alcohol as evidenced by a blood alcohol level in excess of the legal intoxication limit 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.

- a Pre-Existing Condition. This exclusion only applies to the first 12 months after your Effective Date of Insurance or the Effective Date of an increase in your amount of insurance.

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

BENEFIT PROVISIONS

LONG TERM DISABILITY INCOME INSURANCE

Pre-Existing Condition for increases in amounts of insurance means during the 3 months prior to your Effective Date of any increase in your amount of insurance, you 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 your Total or Partial Disability begins or loss is incurred later than 12 months after your Effective Date of Insurance or later than 12 months after your Effective Date of any increase in your amount of insurance

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

BENEFIT PROVISIONS

LONG TERM DISABILITY INCOME INSURANCE

What happens when my Employer transfers Insurance Carriers to Sun Life?

In order to prevent losing your insurance, Sun Life will provide the following coverage.

If you are not Actively at Work on January 1, 2012, you will be insured if:

- you were insured under the prior insurer's group LTD policy at the time of the transfer; and
- you are a member of an Eligible Class; and
- premiums for you are paid up to date; and
- you are not receiving or eligible to receive benefits under the prior insurer's group LTD policy.

If you continue to be not Actively at Work and subsequently become Totally or Partially Disabled on or after January 1, 2012, any LTD benefit payable will be the lesser of:

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

Are Disabilities due to a Pre-existing Condition covered?

LTD benefits may be payable for a Total or Partial Disability if you were:

- insured under the prior insurer's group LTD policy at the time of transfer; and
- Actively at Work and insured under the Group Policy on January 1, 2012.

Any benefit payable will be determined as follows:

1. if you have satisfied the Pre-Existing Condition Exception under the Group Policy, the LTD benefit will be based on the Group Policy's benefit provision.
2. if you cannot satisfy the Pre-Existing Condition Exception under the Group Policy, the prior insurer's pre-existing condition provision will be applied.
 - a. if you would have satisfied the prior insurer's pre-existing condition provision, considering time insured under both group policies, any benefit payable will be the lesser of:
 - i. the LTD benefit payable under the Group Policy; or
 - ii. the LTD benefit payable under the prior insurer's group LTD policy had it remained in force.
 - b. if you cannot satisfy the Pre-Existing Condition Exception of the Group 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 Group Policy will apply.

CLAIM PROVISIONS

How is a claim submitted?

To submit a claim, you or someone on your behalf must send Sun Life written Notice and Proof of Claim within the time limits specified. Your Employer has the Sun Life Notice and Proof of Claim forms.

When does written Notice of Claim have to be submitted?

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

for Life Waiver of Premium - written notice of claim must be given to Sun Life no later than 12 months after you cease 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 date of your loss.

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

for all other claims - written notice of claim must be given to Sun Life no later than 12 months after the date of loss or within 12 months after the date the expense was 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 to receive the proof of claim forms.

When does written Proof of Claim have to be submitted?

for a 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 you cease to be Actively at Work.

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

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

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

If proof cannot be given within these time limits, proof 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.

CLAIM PROVISIONS

What is considered Proof of Claim?

Proof of Claim must consist of at least the following information:

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

(For example: a Death Claim would include at least the Death Certificate for Proof of Claim)

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.

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

When are benefits payable?

Benefits are payable when Sun Life receives satisfactory Proof of Claim.

When will a decision on my claim be made?

Sun Life will send you a written notice of decision on your claim within a reasonable time after Sun Life receives the claim but not later than 45 days after receipt of the claim. If Sun Life cannot make a decision within 45 days after receiving your claim, Sun Life will request a 30 day extension as permitted by U.S. Department of Labor regulations. If Sun Life cannot render a decision within the extension period, Sun Life will request an additional 30 day extension. Any request for extension 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 you 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 you until the date on which you respond to the request for additional information. You will have at least 45 days to provide the specified information.

What if my claim is denied?

If Sun Life denies all or any part of your claim, you will receive a written notice of denial setting forth:

1. the specific reason or reasons for the denial;
2. the specific Group Policy provisions on which the denial is based;
3. your right to receive, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits;
4. a description of any additional material or information needed to prove entitlement to benefits and an explanation of why such material or information is necessary;
5. a description of the appeal procedures and time limits;
6. your right to bring a civil action under ERISA, §502(a) following an adverse determination on review;

CLAIM PROVISIONS

7. the identity of an internal rule, guideline, protocol or other similar criterion, if any, that was relied upon to deny the claim and a copy of the rule, guideline, protocol or criterion or a statement that a copy is available free of charge upon request; and
8. the identity of any medical or vocational experts whose advice was obtained in connection with the claim, regardless of whether the advice was relied upon to deny the claim.

Can I request a review of a claim denial?

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

You may submit written comments, documents, records or other information relating to your claim for benefits, and may request free of charge copies of all documents, records, and other information relevant to your claim for benefits.

Sun Life will review the claim on receipt of the written request for review, and will notify you 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 you 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.

If a period of time is extended because you failed to provide information necessary to decide your claim, the period for making the decision on review is tolled from the date Sun Life sends notice of the extension to you until the date on which you respond to the request for additional information. You will have at least 45 days to provide the specified information.

What if my claim is denied on review?

If Sun Life denies all or any part of your claim on review, you will receive a written notice of denial setting forth:

1. the specific reason or reasons for the denial;
2. the specific Group Policy provisions on which the denial is based;
3. your right to receive, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits;
4. your right to bring a civil action under ERISA, §502(a);
5. the identity of an internal rule, guideline, protocol or other similar criterion, if any, that was relied upon to deny the claim and a copy of the rule, guideline, protocol or criterion or a statement that a copy is available free of charge upon request;
6. the following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State Insurance regulatory agency."; and
7. the identity of any medical or vocational experts whose advice was obtained in connection with the appeal, regardless of whether the advice was relied upon to deny the appeal.

Who are benefits payable to?

Benefits, other than Survivor Benefits, payable upon your death are payable to your Beneficiary living at the time (other than your Employer). You must name your Beneficiary on a form acceptable to Sun Life. Unless you otherwise specify, if more than one Beneficiary survives you, all surviving Beneficiaries will share equally. If no Beneficiary is alive on the date of your death, payment will be made to your estate.

If you named Beneficiaries under your Employer's Plan prior to the effective date of the Group Policy, that beneficiary designation will remain in effect unless you elect to change Beneficiaries.

Survivor Benefits are payable to your Eligible Survivor as defined in 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.

CLAIM PROVISIONS

All other benefits payable during your lifetime are payable to you.

If a benefit is payable to your estate, if you are a minor, or you are not competent, Sun Life has the right to pay an amount of the benefit up to \$5,000 to any of your relatives that 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 your 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 for the minor, 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.

Can I change my Beneficiary?

You can change your Beneficiary at any time, unless you have stated your choice of Beneficiary is irrevocable or you have assigned your interest in your Life Insurance to another person. Any request for change of Beneficiary must be in a written form and will take effect on the date you sign and file the change with your Employer. If Sun Life has taken any action or made payment before receiving notice of that change, your change of Beneficiary will not affect any action or payment made by Sun Life. The consent of your Beneficiary is not required to change any Beneficiary unless the Beneficiary designation was irrevocable.

Can I assign my Life Insurance?

You can transfer ownership of your Life Insurance under the Group Policy by means of an absolute assignment. You cannot make an absolute assignment to your Employer. All your rights and duties as owner are transferred to the new owner. The new owner can make any change the Group Policy allows, such as a change of Beneficiary.

If you made an assignment under your Employer's plan prior to the effective date of the Group Policy, that assignment remains in force with respect to the Group Policy.

Any assignment must be in a written form and will take effect on the date you sign and file the assignment with your Employer. If Sun Life has taken any action or made payment before 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.

What are the 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.

GENERAL PROVISIONS

How can statements made in any application for insurance be used?

All statements made in any application are considered representations and not warranties. No representation by you in applying for insurance under the Group Policy will be used to reduce or deny a claim unless a copy of your written application for insurance is or has been given to you or to your Beneficiary, if any.

No statement made by you or any of your Dependents, relating to Evidence of 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 that individual's lifetime. This statement must be contained in a form signed by that individual.

What happens if an age is misstated?

If your age or the age of any one of your Dependents is not accurate:

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

If the amount of benefit depends on your age, the benefit will be the amount you would have been entitled to if your correct age were known.

What are Sun Life's examination and autopsy rights?

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

- examined by a Physician, other health professional or vocational expert of its choice; and/or
- 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.

What are the time limits for legal proceedings?

No legal action may start:

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

Do these group benefits affect Workers' Compensation?

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

DEFINITIONS

These are some of the general terms you need to know.

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

You are considered Actively at Work on any day that is not your regular scheduled work day (e.g., you are on vacation or holiday) as long as you were Actively at Work on your immediately preceding scheduled work day, and you:

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

You are considered Actively at Work if you usually perform the regular duties of your job at your home as long as you can perform all the regular duties of your job for a full work day and could do so at your Employer's normal place of business, if required, and you:

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

Eligibility Date means the date or dates you become eligible for insurance under the Group Policy. Classes eligible for insurance are shown in the Benefit Highlights.

Employee (You) means a person who is employed by the Employer within the United States, scheduled to work at least the number of hours shown in the Benefit Highlights, and paid regular earnings. If you are working on a temporary assignment outside of the United States for a period of 12 months or less, you will be deemed to be working within the United States. If you are working outside of the United States for more than 12 months or other than on a temporary assignment, you will not be considered an Employee under the Group Policy unless Sun Life approves your eligibility in writing.

Employer means Hirshfield's Inc. and includes any Subsidiary or Affiliated company insured under the Group Policy.

Evidence of Insurability means a statement or records of your or your Dependent's medical history upon which acceptance for insurance will be determined by Sun Life. In some cases, Sun Life may require that you or your Dependent submit to a paramedical examination, at Sun life's expense, as part of the Evidence of Insurability.

Guaranteed Issue Amount means the maximum amount of insurance available to you or your Dependent without Evidence of Insurability.

Injury means bodily impairment resulting directly from an accident and independently of all other causes. Any Injury must occur and disability must begin while you are insured under the Group Policy.

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

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

The Physician cannot be you, your spouse or the parents, brothers, sisters or children of you or your spouse.

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 you and is not funded entirely by your contributions. The term does 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.

Your Employer's Retirement Plan will include any Retirement Plan:

- which is part of any federal, state, county, municipal or association retirement system; and
- you are eligible for as a result of your employment with your Employer.

DEFINITIONS

Sickness means illness, disease or pregnancy. A disability, because of Sickness, must begin while you are insured under the Group Policy.

Waiting Period means the length of time immediately before your Eligibility Date during which you must be employed in an Eligible Class. Any period of time before the Group Policy Effective Date that you were Actively at Work for your Employer as a full-time Employee will count towards completion of your Waiting Period. The Waiting Period is shown in the Benefit Highlights.

DEFINITIONS

These are Life Insurance terms you need to know.

Basic Maximum Benefit means the amount of Basic Life Insurance available to you. The Basic Maximum Benefit is shown in the Benefit Highlights.

Beneficiary means the person (it cannot be your Employer) who is entitled to receive death benefit proceeds as they become due under the Group Policy. A Beneficiary must be named by you on a form acceptable to Sun Life and executed by you.

Optional Maximum Benefit means the amount of Optional Life Insurance available to you. The Optional Maximum Benefit is shown in the Benefit Highlights.

Retirement for the purposes of your being considered retired means the first of the following dates to occur:

1. the effective date of your retirement benefits under:
 - a. any plan of a federal, state, county, municipal or an association retirement system for which you are eligible as a result of your employment with your Employer;
 - b. any Retirement Plan your Employer sponsors; or
 - c. any Retirement Plan your Employer makes or has made contributions to.
2. the effective date of your retirement benefits under the Social Security Act or any similar plan or act. However, if you meet the definition of an Employee Actively at Work and you are receiving retirement benefits under the Social Security Act or similar plan or act, you will not be considered retired.

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

Total Disability or Totally Disabled for purposes of determining eligibility for Waiver of Premium, means because of your Injury or Sickness, you are unable to perform the material and substantial duties of any occupation for which you are or become reasonably qualified for by education, training or experience.

DEFINITIONS

These are Dependent Optional Life Insurance terms you need to know.

Dependent means your:

- spouse;
- unmarried child from live birth to under age 19;
- unmarried child under age 26 who is an enrolled full-time student and depends on you for 50% or more for his/her support.

Your unmarried step-child, foster child or adopted child is included as a Dependent if he/she depends on you for 50% or more of his/her support and is living with you in a regular parent-child relationship. A child is considered adopted if in your legal custody under an interim court order of adoption, whether or not a final adoption order is ever issued.

If a child is:

- incapable of self-sustaining employment because of mental retardation, developmental disability or physical handicap; and
- depends on you for 50% or more of his/her support;

that child will continue to be a Dependent 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 you while you are on a temporary work assignment outside the United States.

Optional Maximum Benefit means the largest amount of Dependent Optional Life Insurance available to you. The Optional Maximum Benefit is shown in the Benefit Highlights.

DEFINITIONS

These are Accidental Death and Dismemberment Insurance terms you need to know.

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

DEFINITIONS

These are Long Term Disability Income Insurance terms you need to know.

Chemical and Environmental Illness means an allergy or sensitivity to chemicals or the environment including, but not limited to:

- a) Environmental Allergies
- b) Sick Building Syndrome
- c) Multiple Chemical Sensitivity Syndrome
- d) Chronic Toxic Encephalopathy

Chemical and Environmental Illness does not include Asthma or Allergy-induced reactive lung disease.

Chronic Fatigue Illness means an Illness that is characterized by a debilitating fatigue in the absence of known medical or psychological conditions which includes, but is not limited to:

- a) Chronic Fatigue Syndrome as Supported by the Center for Disease Control Guidelines
- b) Chronic Fatigue Immunodeficiency Syndrome as supported by the Center for Disease Control Guidelines
- c) Post Viral Syndrome
- d) Limbic Encephalopathy
- e) Epstein-Barr virus infection
- f) Herpes virus type 6 infection
- g) Myalgic Encephalomyelitis

Chronic Fatigue Illness does not include a disorder identified as a(n):

- a) Neoplastic disorder
- b) Neurologic disorder
- c) Endocrine disorder
- d) Hematologic disorder
- e) Rheumatologic disorder
- f) Depression

Disability Earnings means the employment income you receive while Partially Disabled or income you receive while participating in an approved Rehabilitation program. Disability Earnings does not include income you receive from work performed prior to your 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 your Total or Partial Disability when no LTD benefit is payable. Your Elimination Period is shown in the Benefit Highlights and begins on your first day of Total or Partial Disability.

If you return to work for 30 working days or less during your Elimination Period and cannot continue working, your Total or Partial Disability will be treated as continuous. Only those days that you are Totally or Partially Disabled will count toward satisfying your Elimination Period.

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

Gainful Occupation means employment that is or can be expected to provide you with an income of at least 80% of your Indexed Total Monthly Earnings.

Gross Monthly Benefit means your monthly LTD benefit before any reduction of Other Income Benefits and before any reduction of Disability Earnings.

Indexed Total Monthly Earnings means your Total Monthly Earnings prior to the date your 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

DEFINITIONS

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.

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

Maximum Monthly Benefit means the largest amount payable monthly to you. The Maximum Monthly Benefit is shown in the Benefit Highlights.

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).

Musculoskeletal and Connective Tissue Illness means a disease or disorder of the neck and back and sprains and strains of joints and adjacent tissues, including but not limited to:

- a) cervical, thoracic and lumbosacral back and its surrounding soft tissue
- b) Carpal Tunnel or repetitive motion syndrome
- c) Fibromyalgia
- d) Temporomandibular joint or craniomandibular joint disorder
- e) Myofascial pain
- f) Scoliosis that does not require surgery

Musculoskeletal and Connective Tissue Illness does not include:

- a) Herniated, ruptured or bulging discs with neurological abnormalities that are documented by electromyogram, and computerized tomography or magnetic resonance imaging
- b) Scoliosis that requires surgery
- c) Tumors, malignancies, or vascular malformation
- d) Radiculopathies that are documented by electromyogram
- e) Spondylolisthesis, grade II or higher
- f) Myelopathies and myelitis
- g) Demyelinating diseases
- h) Traumatic spinal cord necrosis
- i) Osteopathies
- j) Rheumatoid or psoriatic arthritis
- k) Lupus

Own Occupation means the usual and customary employment, business, trade, profession or vocation that you performed as it is generally recognized in the national economy immediately prior to the first date Total or Partial Disability began. Own Occupation is not limited to the job or position you performed for your Employer or performed at any specific location.

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

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

DEFINITIONS

To qualify for benefits, you must satisfy your 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 to you under the Federal Social Security Act if you become 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 your Elimination Period and the next 24 months, you, because of your Injury or Sickness, are unable to perform the Material and Substantial Duties of your Own Occupation. After Total or Partial Disability benefits combined have been paid to you for 24 months, you will continue to be considered Totally Disabled if you are unable to perform, with reasonable continuity, any Gainful Occupation for which you are or become reasonably qualified for by education, training or experience.

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

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

SUN LIFE ASSURANCE COMPANY OF CANADA

CHILD CARE BENEFIT RIDER

Effective January 1, 2012, the following provision is added to Group Certificate No. 220648-001 Long Term Disability Income Benefit Provision.

What is the Child Care Benefit?

If you participate in a Sun Life approved Rehabilitation Program, a Child Care Benefit is payable if:

- you are receiving a monthly LTD benefit; and
- your Dependent Child is enrolled in a legally licensed Child Care Center; and
- your Dependent Child is under age 13.

Dependent Child means your natural, adopted or step child who is under age 13, dependent upon you for 50% or more of his/her support and living with you in a parent-child relationship.

What is the amount of the Child Care Benefit?

The monthly Child Care Benefit is the lesser of:

1. 50% of the actual charges by the Child Care Center incurred by you for your Child Care expenses; or
2. \$750.

The Child Care Benefit is payable upon receipt of satisfactory proof of paid expenses and that you have a Dependent Child enrolled in a legally licensed Child Care Center.

Child Care expenses do not include:

- charges for room and board; or
- charges for ordinary living, traveling or clothing expenses.

Child Care Center means a provider which is duly licensed, certified or accredited by the jurisdiction in which it is located, is run according to the laws and regulations applicable to child care facilities and which provides child care and supervision for children in a group setting on a regular basis. Child Care Center does not include a hospital, the child's home or care provided during the child's normal school hours.

When does my Child Care Benefit cease?

The Child Care Benefit will cease on the earliest of:

- the date you cease to be Totally or Partially Disabled;
- the date you cease to participate in a Sun Life approved Rehabilitation Program;
- the date you have received 24 monthly Child Care Benefit payments;
- the end of your Maximum Benefit Period;
- the date you become eligible for any Group Long Term Disability coverage with another Employer;
- the date you die; or
- the date you do not provide proof to Sun Life that you continue to be Totally or Partially Disabled; or
- the date you no longer have a Dependent Child under age 13; or
- the date you fail to provide proof to Sun Life that you have an eligible Dependent Child enrolled in a Child Care Center.

What happens when my Child Care Benefits cease?

If you cease to be eligible for a Child Care Benefit, any amounts due to you or to Sun Life will be calculated based on 1/30th of the monthly benefit for each period of Total or Partial Disability which is less than a full month.

SUN LIFE ASSURANCE COMPANY OF CANADA

A handwritten signature in black ink, appearing to read 'Dean A. Connor', followed by a period.

Dean A. Connor
President and Chief Executive Officer

SUN LIFE ASSURANCE COMPANY OF CANADA

RETRO DISABILITY BENEFIT

Effective January 1, 2012, the following Retro Disability Benefit is added to Group Certificate No. 220648-001 Long Term Disability Income Benefit Provision

What is a Retro Disability Benefit?

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

What is the amount of the Retro Disability Benefit?

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

When is the Retro Disability Benefit Paid?

If Sun Life receives proof within 90 days following completion of your Elimination Period of your Retro Disability, the Retro Disability Benefit will be paid immediately to you in a single lump sum amount.

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

Definitions

Retro Disability means an Injury or Sickness that results in:

1. Hospital Confinement that begins on the date you become Totally Disabled or within 48 hours of the date your Total Disability begins; and
2. such Hospital Confinement continues for at least 14 consecutive days; and
3. your Total Disability remains continuous throughout your 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

