

SUN LIFE ASSURANCE COMPANY OF CANADA

Policyholder: USC Verdugo Hills Hospital
Policy Number: 225128 - 002
Policy Effective Date: January 1, 2013
Policy Anniversary: January 1, 2014
Policy Amendment Effective Date: September 1, 2013
Date of Issue February 27, 2013

This Policy is delivered in California and is subject to the laws of that jurisdiction. Premiums are due and payable monthly on the first day of each month. Policy anniversaries will be annual beginning on January 1, 2014.

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

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

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



Dean A. Connor
President and Chief Executive Officer

THIS IS A LIMITED POLICY -- READ YOUR POLICY CAREFULLY

THIS IS AN ACCIDENT ONLY POLICY
THIS POLICY DOES NOT PAY FOR SICKNESS

Group Accidental Death and Dismemberment Insurance Policy

Non-Participating

NOTICE TO POLICYHOLDER

THIS NOTICE IS TO ADVISE YOU THAT SHOULD YOU HAVE ANY QUESTIONS OR COMPLAINTS REGARDING YOUR SUN LIFE GROUP INSURANCE PLAN, YOU SHOULD CONTACT YOUR SALES REPRESENTATIVE OR YOU MAY CONTACT THE FOLLOWING:

**SUN LIFE ASSURANCE COMPANY OF CANADA
ATTN: CUSTOMER RELATIONS, SC3216
PO BOX 9133
WELLESLEY HILLS, MA 02481
(800) 247-6875**

**ALSO AVAILABLE TO YOU IS THE CONSUMER SERVICES DIVISION OF THE CALIFORNIA INSURANCE DEPARTMENT, 300 SOUTH SPRING STREET, SOUTH TOWER, 11TH FLOOR, LOS ANGELES, CALIFORNIA 90013
(800) 927-4357**

THE INSURANCE DEPARTMENT SHOULD BE CONTACTED ONLY AFTER DISCUSSIONS WITH THE INSURER HAVE FAILED TO PRODUCE A SATISFACTORY RESOLUTION TO THE PROBLEM

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Section I
Schedule of Benefits

ELIGIBLE CLASSES

All United States USC Care Emergency Department Support Staff working in the United States scheduled to work on a non per diem basis at least 24 hours per week.

All United States Employees working in the United States scheduled to work at least 30 hours per week, excluding USC Care Emergency Department Support Staff.

WAITING PERIOD

None

Section I
Schedule of Benefits

EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

CLASSIFICATION

All Eligible Employees

AMOUNT OF INSURANCE

An Employee may elect an amount of insurance in increments of \$10,000. The minimum amount that may be elected is \$10,000 and the maximum amount that may be elected is \$500,000.

An Employee's amount of Accidental Death and Dismemberment Insurance shown in the Schedule will reduce to 65% when he attains age 70, to 40% when he attains age 75, and to 30% when he attains age 80. An Employee's Accidental Death and Dismemberment Insurance terminates at the Employee's retirement.

An Employee's amount of Accidental Death and Dismemberment Insurance cannot exceed 10 times the Employee's Basic Annual Earnings.

DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Spouse Only 50% of the Employee's amount of Accidental Death and Dismemberment Insurance in force.

Child Only* 15% of the Employee's amount of Accidental Death and Dismemberment Insurance in force.

Family Coverage

 Spouse 40% of the Employee's amount of Accidental Death and Dismemberment Insurance in force.

 Child* 10% of the Employee's amount of Accidental Death and Dismemberment Insurance in force.

* unmarried child under age 26.

All amounts of Dependent Accidental Death and Dismemberment Insurance terminate at the Employee's retirement.

Section I
Schedule of Benefits

CONTRIBUTIONS

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

INITIAL MONTHLY PREMIUM RATES

Employee Accidental Death
and Dismemberment Insurance

Refer to Attachment A

Dependent Accidental Death
and Dismemberment Insurance

Refer to Attachment A

The initial monthly premium rates are guaranteed for 24 months from January 1, 2013 unless otherwise specified in Section VIII, Premiums. See Section VIII, Premiums for more information.

Section II Definitions

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

For purposes of this Policy:

Accidental Bodily Injury means bodily harm caused by an accident which is sustained directly and independently of all other causes.

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

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

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

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

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

AD&D means Accidental Death and Dismemberment.

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

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

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

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

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

Section II Definitions

Dependent means an Employee's:

- spouse;
- unmarried children under age 26.

Child includes:

- a child of the Employee's Domestic Partner;
- the Employee's step-child; or
- a foster child placed with the Employee by a licensed agency; or
- the Employee's adopted child

A child is considered adopted if the child is in your legal custody under an interim court order of adoption, whether or not a final adoption order is ever issued.

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

If a child is age 26 or older and is:

- incapable of self-sustaining employment because of an intellectual disability or physical handicap; and
- chiefly dependent on the Employee for support and maintenance;

that child will continue to be a Dependent as long as these two conditions exist.

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

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

Employer means USC Verdugo Hills Hospital and includes any Subsidiary or Affiliated company named in the Application.

Grace Period means the 60 days following a premium due date.

Insured Person means the Employee or any of the Employee's insured Dependents.

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

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

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

Policyholder means the entity to whom the Policy is issued.

Section II Definitions

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

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

Section III Eligibility and Effective Dates

A. Eligible Classes

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

B. Eligibility Date

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

1. January 1, 2013; or
2. August 1, 2013 for USC Care Emergency Department Support Staff; or
3. the Employee's first day of employment.

An Employee in an Eligible Class will be eligible for Dependent Accidental Death and Dismemberment Insurance on the latest of the following dates:

1. January 1, 2013; or
2. August 1, 2013 for USC Care Emergency Department Support Staff; or
3. the date the Employee is insured; or
4. the date the Employee first acquires a Dependent.

C. Effective Date of Insurance

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

- the Employee's Eligibility Date, if he has made a written application for insurance on or before that date; or
- the date the Employee makes a written application for insurance.

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

- the date the Employee is eligible for Dependent Accidental Death and Dismemberment Insurance, if the Employee enrolls that Dependent prior to the Employee's Eligibility Date for Dependent Accidental Death and Dismemberment Insurance; or
- the date the Employee enrolls the Dependent for Dependent Accidental Death and Dismemberment Insurance.

Delayed Effective Date of Insurance

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

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

Section III
Eligibility and Effective Dates

Refusal of Coverage

If an eligible Employee declines his or his Dependent's insurance, or terminates his or his Dependent's insurance in writing while continuing to be eligible, the Employee will not be eligible to re-enroll for insurance for at least 6 months.

Reinstatement of Insurance

An Employee previously insured under this Policy will become insured, subject to the Delayed Effective Date of Insurance, on the date he is eligible. The Employee will be enrolled in the same plan option elected prior to his termination if he becomes insured again within 12 months.

Changes in Insurance

Changes in an Employee's amount of insurance due to a:

- change in an Employee's incremental schedule level; or
- change in an Employee's age;

will take effect on the January 1st following the date of change for an age change and immediately upon the date of change for all other changes. However, any increase in insurance will be subject to the Delayed Effective Date of Insurance provision.

**Section IV
Benefit Provisions**

Employee and Dependent Accidental Death and Dismemberment Insurance

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

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

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

| | |
|--------------------------------------------------|------|
| Life | 100% |
| Sight of one eye | 50% |
| Sight of both eyes | 100% |
| One limb | 50% |
| More than one limb | 100% |
| Speech and hearing | 100% |
| Speech or hearing | 50% |
| Thumb and index finger of the same hand | 25% |
| Quadriplegia | 100% |
| Paraplegia | 75% |
| Hemiplegia | 50% |

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

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

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

**Section IV
Benefit Provisions**

Employee and Dependent Accidental Death and Dismemberment Insurance

Common Carrier Benefit

Sun Life will pay an additional Common Carrier Benefit if an Insured Person's loss of life occurs while traveling as a fare-paying passenger on a public conveyance operated by a common carrier. The Common Carrier Benefit is 100% of the amount of Accidental Death Benefit payable.

Business Travel Benefit

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

- \$25,000; or
 - 25% of the amount of Accidental Death Benefit payable;
- reduced by any benefit payable under the Common Carrier Benefit

Business Travel means traveling to another location to conduct the Employer's business other than the Employee's normal workplace. Business Travel starts from the time the Employee leaves his place of residence to commence the Employer's business until the Employee returns to his place of residence. Business Travel does not include personal deviations; nor Employee vacations.

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

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

Seat Belt/Air Bag Benefit

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

Seat Belt Benefit

The Seat Belt Benefit is payable if the Insured Person was wearing a seat belt at the time of the accident. The Seat Belt Benefit is 25% of the amount of Accidental Death Benefit payable or \$25,000, whichever is less.

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

Section IV
Benefit Provisions

Employee and Dependent Accidental Death and Dismemberment Insurance

Air Bag Benefit

The Air Bag Benefit is payable if a Seat Belt Benefit is payable and the Insured Person was positioned in a seat protected by a Supplemental Restraint System which inflated on impact. The Air Bag Benefit is 10% of the amount of Accidental Death Benefit payable or \$5,000, whichever is less.

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

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

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

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

Helmet Benefit

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

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

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

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

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

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

Disappearance

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

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

Section IV
Benefit Provisions

Employee and Dependent Accidental Death and Dismemberment Insurance

Bereavement Counseling Benefit

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

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

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

Immediate Family Member means an Employee, an Employee's spouse or an Employee's child under age 26.

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

Dependent Education Benefit

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

A Dependent Child is eligible for an Education Benefit if the Dependent Child enrolls as a full-time student at a post-secondary school before reaching age 26 and within 1 year after the Employee's date of death.

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

- a) 5% of the Employee Accidental Death Benefit payable; or
- b) Incurred Expenses; or
- c) \$2,500.

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.

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

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

Section IV
Benefit Provisions

Employee and Dependent Accidental Death and Dismemberment Insurance

Exclusions

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

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

Section IV
Benefit Provisions

Employee and Dependent Accidental Death and Dismemberment Insurance

Continuity of Coverage

In order to prevent loss of coverage for an Employee when this Policy replaces a group AD&D policy the Employer had in force with another insurer immediately prior to January 1, 2013, Sun Life will provide the following coverage.

Employees not Actively at Work on January 1, 2013

An Employee may become insured under this Policy on January 1, 2013, subject to all of the following conditions:

1. he was insured under the prior insurer's group AD&D policy immediately prior to January 1, 2013; and
2. he is not Actively at Work on January 1, 2013; and
3. he is a member of an Eligible Class under this Policy; and
4. premiums for the Employee are paid up to date; and
5. he is not receiving or eligible to receive benefits under the prior insurer's group AD&D policy.

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

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

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

Section V Termination Provisions

Termination of Employee's Insurance

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

1. the date this Policy terminates.
2. the date the Employee is no longer in an Eligible Class.
3. the date the Employee's Class is no longer included for insurance.
4. the last day for which any required premium has been paid.
5. the date the Employee retires.
6. the date employment terminates. Ceasing to be Actively at Work will be deemed termination of employment, except the Policyholder may continue the insurance by paying the required premiums, subject to the following:
 - i. insurance may be continued for up to 1 month after the Employee has been temporarily laid off or been given an approved leave of absence.
 - ii. insurance may be continued for up to 3 months of the Employee's paid vacation.
 - iii. insurance may be continued for up to 12 months after an Employee is absent from work due to injury or sickness.

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

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

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

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

Section V
Termination Provisions

Termination of Dependent's Insurance

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

1. the date this Policy terminates.
2. the date the Employee ceases to be insured.
3. the date the Employee is no longer in an Eligible Class for Dependent Insurance.
4. the date the Dependent ceases to qualify as a Dependent.
5. the last day for which any required premium has been paid for insurance on the Dependent.
6. the date the Employee requests, in writing, to have his Dependent Insurance terminated.
7. the date the Employee dies. However an Employer may continue an Employee's Dependent Accidental Death and Dismemberment Insurance for up to 12 months after an Employee's accidental death. There will not be a premium charge for this continuation.
8. the date the Dependent enters active duty in any armed service during a time of war (declared or undeclared).
9. the date the Employee retires.

Section V Termination Provisions

Termination of Policy

This Policy will terminate for any of the following reasons:

1. If the Policyholder fails to pay any premium within the Grace Period, this Policy will terminate on the last day of the Grace Period.
2. The Policyholder may terminate this Policy by advance written notice delivered to Sun Life at least 31 days prior to the termination date. This Policy will not terminate during any period for which premium has been paid. The Policyholder will be liable to Sun Life for all premiums due and unpaid for the full period this Policy is in force.
3. Sun Life may terminate this Policy on any Policy Anniversary by giving written notice to the Policyholder at least 31 days in advance if:
 - a. the number of insured Employees is less than 25 ; or
 - b. the Policyholder fails to:
 - i. furnish promptly any information Sun Life may reasonably require; or
 - ii. perform any other obligations pertaining to this Policy.
4. Sun Life may terminate this Policy on any Policy Anniversary by giving written notice to the Policyholder at least 60 days in advance.

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

Section VI
General Policy Provisions

A. Statements

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

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

B. Entire Contract - Policy Changes

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

C. Employee's Certificate

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

Section VI
General Policy Provisions

D. Furnishing of Information - Access To Records

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

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

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

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

E. Misstatement of Facts

If relevant facts about any individual were not accurate:

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

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

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

F. Examination and Autopsy

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

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

This right may be used as often as reasonably required.

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

Section VI
General Policy Provisions

G. Legal Proceedings

No legal action may start:

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

H. Workers' Compensation

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

I. Agency

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

J. Incontestability

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

Section VII Claim Provisions

A. Notice and Proof of Claim

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

1. Notice

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

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

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

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

When Sun Life (N.Y.) has received written notice of claim, Sun Life (N.Y.) 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 (N.Y.) without waiting for the form.

2. Proof of Claim

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

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

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

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

Proof of Claim must consist of:

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

Proof of Claim may include, but is not limited to, police accident reports, autopsy reports, laboratory results, toxicology results, hospital records, receipted bills, proof of payment (if applicable), Physician records, psychiatric records, x-rays, narrative reports, or other diagnostic testing materials as required.

Section VII Claim Provisions

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

B. Notice of Decision on Claim

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

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

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

C. Review Procedure

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

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

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

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

D. Time of Payment of Claims

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

**Section VII
Claim Provisions**

E. Payment of Claims (Unless otherwise specified in the Accidental Death and Dismemberment Benefit Section)

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

All benefits payable during the lifetime of the Employee are payable to the Employee.

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

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

F. Change of Beneficiary

All nominations of Beneficiaries are revocable unless otherwise stated by the Employee. Any request for change of Beneficiary must be in a written form and will take effect as of the date the Employee signs and files the change with the Employer. If Sun Life has taken any action or made payment prior to receiving notice of that change, the change of Beneficiary will not affect any action or payment made by Sun Life. The consent of the Beneficiary is not required to change any Beneficiary.

G. Methods of Payment

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

Section VIII Premiums

A. Premium Rates

Sun Life determines its initial or any subsequent monthly premium rate on the basis of the coverage being provided. After the initial monthly premium rate has been in effect for 24 months from January 1, 2013, Sun Life has the right to recalculate any premium rate. However, Sun Life has the right to recalculate the initial or any subsequent monthly premium rate when any of the following occurs:

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

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

B. Payment of Premiums

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

C. Grace Period

The Grace Period is 60 days following a premium due date. During the Grace Period the Policy shall continue in force, unless the Policyholder has given Sun Life written notice to discontinue this Policy. In any event, premiums are payable for any period of time the Policy remains in force.

SUN LIFE ASSURANCE COMPANY OF CANADA
DOMESTIC PARTNER COVERAGE POLICY ENDORSEMENT

Effective January 1, 2013, this endorsement is attached to Group Policy Number 225128 - 002.

The term “spouse” also includes a domestic partner wherever it appears in the Policy.

Domestic Partner is as defined in the Employer’s plan document.

SUN LIFE ASSURANCE COMPANY OF CANADA

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

Dean A. Connor
President and Chief Executive Officer

SUN LIFE ASSURANCE COMPANY OF CANADA

PORTABILITY RIDER

Effective January 1, 2013, the following provision is added to Group Policy Number 225128 - 002

Portability Privilege

Benefit

If, prior to age 70, an Employee's Accidental Death and Dismemberment Insurance ceases due to termination of his employment, the Employee may apply for portable coverage on his own life, up to the amount of insurance that ceased, to a maximum of \$500,000. The minimum amount of coverage must be \$10,000.

If an Employee elects to apply for portable coverage of any amount of Accidental Death and Dismemberment Insurance, he may also apply for portable coverage to continue any amount of Dependent Accidental Death and Dismemberment Insurance which ceased due to termination of employment.

Application for Portable Coverage

1. Written application must be made to Sun Life within the 31 day period following the date the Accidental Death and Dismemberment Insurance ceases.
2. Portable coverage will be effective on the day after employment terminates, provided that Sun Life receives the Employee's Application and initial premium for portable coverage within 31 days following termination of employment.
3. Portable coverage will be provided under a group term policy providing accidental death and dismemberment benefits only.
4. The premium will be the current rate Sun Life charges for the coverage elected under the Portable Group Policy.

Termination of Portable Coverage

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

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

SUN LIFE ASSURANCE COMPANY OF CANADA



Dean A. Connor
President and Chief Executive Officer