

SUN LIFE ASSURANCE COMPANY OF CANADA

Executive Office:
One Sun Life Executive Park
Wellesley Hills, MA 02481

(800) 247-6875
www.sunlife.com/us

Sun Life Assurance Company of Canada certifies that it has issued and delivered a Group Insurance Policy to the Policyholder shown below.

Policy Number:	238103-003
Policy Effective Date:	April 1, 2020
Policyholder:	Sacramento City Unified School District
Employer:	Sacramento City Unified School District
Issue State:	California
Amendment Effective Date:	April 1, 2020

The benefits paid under the Accelerated Death Benefit option may be taxable and may affect eligibility for public programs such as Medicaid. You should consult with an appropriate social services agency as well as your personal tax advisor prior to applying for such benefits.

FOR PERSONS AGE 65 AND OLDER: NOTICE OF RIGHT TO RETURN CERTIFICATE

PLEASE READ YOUR CERTIFICATE CAREFULLY. IF YOU ARE AGE 65 OR OLDER AND YOU ARE NOT SATISFIED, YOU MAY RETURN THIS CERTIFICATE TO YOUR EMPLOYER WITHIN 30 DAYS AFTER YOU RECEIVE IT. THE AMOUNT OF PREMIUM YOU HAVE PAID WILL BE REFUNDED, PROVIDED NO CLAIM HAS BEEN INCURRED DURING THIS PERIOD. YOUR CERTIFICATE WILL THEN BE VOID, AS THOUGH YOU HAD NEVER APPLIED FOR THE INSURANCE.

This Certificate contains the terms of the Group Insurance Policy that affect your insurance. This Certificate is part of the Group Insurance Policy.

This Certificate is governed by the laws of the Issue State shown above unless otherwise preempted by the federal Employee Retirement Income Security Act ("ERISA").

Signed at Wellesley Hills, Massachusetts

Dean A. Connor
President and Chief Executive Officer



Troy Krushel
Vice-President, Associate General Counsel and
Corporate Secretary

Group Term Basic Life Insurance Certificate

Non-Participating



NOTICE TO CERTIFICATEHOLDER

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

**SUN LIFE ASSURANCE COMPANY OF CANADA
ATTN: CUSTOMER RELATIONS
PO BOX 9106
WELLESLEY HILLS, MA 02481
(800) 247-6875**

ALSO AVAILABLE TO YOU IS

TABLE OF CONTENTS

	SECTION
BENEFIT HIGHLIGHTS	1
DEFINITIONS	2
ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF EMPLOYEE INSURANCE	3
ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF SPOUSE INSURANCE	4
ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF DEPENDENT CHILDREN INSURANCE	5
COVERED EMPLOYEE BASIC LIFE INSURANCE BENEFITS	6
COVERED SPOUSE BASIC LIFE INSURANCE AND DEPENDENT CHILDREN BASIC LIFE INSURANCE BENEFITS	7
EXCLUSION	8
CLAIM PROVISIONS	9
INSURANCE CONTINUATION	10
PORTABILITY	11
CONTINUITY OF COVERAGE	12
GENERAL PROVISIONS	13

1. BENEFIT HIGHLIGHTS

Eligible Classes:

Employee Basic Life Insurance

All Full-Time United States Management, Confidential Employees and Supervisors working in the United States scheduled to work at least 10 hours per week, excluding Food Service Supervisors.

Spouse Basic Life Insurance and Dependent Children Basic Life Insurance

All Full-Time United States Management, Confidential Employees and Supervisors enrolled in Employee Basic Life Insurance working in the United States scheduled to work at least 10 hours per week, excluding Food Service Supervisors..

Eligibility Waiting Period:

Until the first of the month following date of employment

1. BENEFIT HIGHLIGHTS
EMPLOYEE BASIC LIFE INSURANCE

Classification: All Eligible Management, Confidential Employees and Supervisors

Amount of Insurance

\$125,000

Included in this Certificate for this Class

Accelerated Benefit

Portability

Waiver of Premium

Contributions

The cost of your Employee Basic Life Insurance is paid entirely by your Employer. This is your non-contributory insurance.

1. BENEFIT HIGHLIGHTS

RETIRED EMPLOYEE BASIC LIFE INSURANCE

Classification: All Benefit Eligible Management, Confidential Employees and Supervisors other than Food Service Supervisors who retire under the State Teachers Retirement System (STRS), or retire under the Public Employees Retirement System (PERS)

Amount of Insurance

\$1,000.

1. BENEFIT HIGHLIGHTS

SPOUSE BASIC LIFE INSURANCE AND DEPENDENT CHILDREN BASIC LIFE INSURANCE

Amount of Insurance

Spouse \$1,500

Dependent Child

Under 6 months of age \$100

Your amount of Spouse Basic Life Insurance or Dependent Children Basic Life Insurance cannot be more than 50% of your amount of Employee Basic Life Insurance.

Evidence of Insurability

You must submit Evidence of Insurability for your Spouse or Dependent Child each time you do any of the following or any of the following occur:

- you elect no coverage and later elect Spouse Basic Life Insurance or Dependent Children Basic Life Insurance.

Any amount of insurance requested for your Spouse or Dependent Child that requires Evidence of Insurability will NOT go into effect unless it is approved by us in writing. To submit Evidence of Insurability, you must complete an Evidence of Insurability application for your Spouse or Dependent Child and send it to us. Once we receive it, we will determine whether to approve the additional insurance.

Contributions

The cost of your Spouse Basic Life Insurance and Dependent Children Basic Life Insurance is paid for entirely by you. This is your contributory insurance.

1. BENEFIT HIGHLIGHTS

RETIRED SPOUSE BASIC LIFE INSURANCE AND DEPENDENT CHILDREN BASIC LIFE INSURANCE

Classification: All Benefit Eligible Management, Confidential Employees and Supervisors other than Food Service Supervisors who retire under the State Teachers Retirement System (STRS), or retire under the Public Employees Retirement System (PERS)

Amount of Insurance

\$500

2. DEFINITIONS

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

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.

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 neither Confined nor disabled due to an Injury or Sickness.

Beneficiary means the person, persons or entity other than the Employer entitled to receive death benefit proceeds as they become due under the Policy. A Beneficiary must be named by you in Writing in a manner acceptable to us, dated and Signed by you and on file with your Employer.

Confined or Confinement means confined to a Hospital or similar facility.

Contributory Insurance means insurance for which you pay all or part of the premium.

Dependent Child (Dependent Children) means your unmarried child from live birth to under age 26.

Dependent Child includes:

- your step-child;
- a foster child placed with you by a licensed agency; or
- your adopted child, including any child placed with you for adoption.

If an unmarried child is age 26 or older and is:

- incapable of self-sustaining employment because of an intellectual disability, developmental disability or physical handicap; and
- chiefly dependent on you for support;

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

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

Dependent Child does not include:

- any person who is insured as an Employee;

.

2. DEFINITIONS

Evidence of Insurability means proof that your Spouse or Dependent Child are insurable, as determined by us, for the insurance you requested under this Certificate which requires such Evidence of Insurability. You must submit to us an Evidence of Insurability application that provides information concerning your Spouse's or Dependent Child's medical history. Your Spouse must agree to submit to a paramedical or other physical examination or tests and/or provide copies of medical records upon our request. We will pay the cost of such examination or test.

Family Member means: (a) your spouse, civil union partner or domestic partner and (b) the following relatives of you or your spouse, civil union partner or domestic partner: (1) parent; (2) grandparent; (3) child; (4) grandchild; (5) brother or sister; (6) aunt or uncle; (7) first cousin; (8) nephew or niece. This includes adopted, in-law and step-relatives.

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.

Injury means bodily impairment.

Insured means any person covered under the Policy.

Late Entrant means you enroll for any insurance more than 31 days after you first become eligible to enroll in it.

Layoff means that you are temporarily not Actively at Work for a period of time your Employer agreed to in Writing. Your normal vacation time is not considered a temporary Layoff.

Leave of Absence means that you are temporarily not Actively at Work for a period of time your Employer agreed to in Writing. Your normal vacation time is not considered a temporary Leave of Absence.

Material and Substantial Duties means the essential tasks, functions, skills and responsibilities required by employers for the performance of your own occupation. Material and Substantial Duties means those job tasks that are required to do a particular job as performed in the general labor market and national economy and cannot be reasonably modified or omitted.

Retirement means the first of the following to occur:

- the effective date of your Retirement benefits under:
 - any plan of a federal, state, county, municipal, association retirement system or public retirement system for which you are eligible as a result of your employment with the Employer;
 - any Retirement plan the Employer sponsors; or
 - any Retirement plan to which the Employer:
 - makes contributions; or
 - has made contributions.
- 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 Employee and are receiving Retirement benefits under the Social Security Act, Public Employees' Retirement System (PERS), State Teachers' Retirement System (STRS) or similar plan or act, you will not be considered retired.

Retirement benefits do not include:

- a 401(k) or 403(b) plan;
- a profit-sharing plan;
- a thrift plan;
- a non-qualified plan of deferred compensation;
- an Individual Retirement Account (IRA);
- a Tax Sheltered Annuity (TSA);
- an Employee Stock Ownership Plan (ESOP).

Sickness means disease or illness, mental illness, drug illness, abuse or addiction, and alcohol illness, abuse or addiction, or pregnancy.

Signed means any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

Spouse means any person who is a party to a marriage and under state, federal or provincial law is recognized as a spouse or civil union partner or a partner in a registered domestic partnership.

Spouse does not include:

- any person who is insured under the Policy as an Employee; or
- any person residing outside the United States or Canada. This exclusion does not apply to your Spouse who resides with you while you are on a temporary work assignment outside the United States.

Total Disability or Totally Disabled means because of your Injury or Sickness you are unable to perform with reasonable continuity all the Material and Substantial Duties of your own occupation. After 24 months, you will continue to be Totally Disabled if you are unable to engage with reasonable continuity in any other job in which you could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, or physical and mental capacity.

We, Us, Our (we, us, our) means Sun Life Assurance Company of Canada.

Written or Writing means a record which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

You, Your (you, your) means an Employee who is eligible for insurance under the Policy.

3. ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF EMPLOYEE INSURANCE

When are you eligible for Employee Basic Life Insurance?

You are initially eligible for insurance on the latest of:

- April 1, 2020;
- the first day of the month following your date of employment; or
- the date you first are Actively at Work in an Eligible Class.

When does Employee Basic Life Insurance start?

Your insurance starts on the date you are eligible, if you are Actively at Work on that date.

If you are not Actively at Work, your Employee Basic Life Insurance will not start until you resume being Actively at Work.

When does a change in your Employee Basic Life Insurance start?

If you are Actively at Work, any increase in insurance or benefits will start on the date of change, when you transfer to a different class of eligible Employees.

If you are not Actively at Work, any increase in insurance or benefits will not start until you resume being Actively at Work.

Any reduction in insurance due to your age will start on the date of change, whether or not you are Actively at Work.

Whether or not you are Actively at Work, any other reduction in Employee Basic Life Insurance for reasons other than an age reduction will start on the date of change, when you transfer to a different class of eligible Employees.

What happens if you decline all or part of your coverage?

If you decline all or a part of your Employee Basic Life Insurance due to tax or other reasons, you must sign a form declining that amount of insurance and file that form with your Employer. If you later decide to elect or increase your Employee Basic Life Insurance, you may become insured if you apply for Employee Basic Life Insurance and provide Evidence of Insurability that is approved by us in writing.

What happens if you are rehired by your Employer?

If you are rehired by your Employer within 6 months of the date your employment ends your insurance may be reactivated. Your reactivated insurance will be:

- the same as the insurance you had prior to the termination of your employment; and
- subject to all the terms and provisions of the Policy.

4. ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF SPOUSE INSURANCE

When are you eligible for Spouse Basic Life Insurance?

If you are in an Eligible Class, you are initially eligible for Spouse Basic Life Insurance on the latest of:

- April 1, 2020;
- the date you are eligible for Employee Basic Life Insurance; or
- the date you acquire a Spouse.

When must you enroll for Spouse Basic Life Insurance?

You must enroll within 31 days of the date you are initially eligible for Spouse Basic Life Insurance, otherwise you will be considered a Late Entrant for Spouse Basic Life Insurance.

If you decide later you want to enroll for Spouse Basic Life Insurance, Evidence of Insurability for your Spouse will be required.

When does Spouse Basic Life Insurance start?

If you are not a Late Entrant, your Spouse Basic Life Insurance starts on the latest of the date:

- you are eligible for Spouse Basic Life Insurance;
- you are insured for Employee Basic Life Insurance; or
- you enroll for Spouse Basic Life Insurance and you agree to make any required contribution toward the cost of insurance; and

you are Actively at Work on that date and your Spouse is not Confined on that date.

If you are a Late Entrant, Evidence of Insurability is required for any amount of Spouse Basic Life Insurance and that amount will not start until we approve it in writing, provided you are Actively at Work on that date and your Spouse is not Confined on that date.

If you are not Actively at Work, your Spouse Basic Life Insurance will not start until you resume being Actively at Work.

If your Spouse is Confined, your Spouse Basic Life Insurance will not start until your Spouse is no longer Confined.

When does a change in Spouse Basic Life Insurance start?

If you are Actively at Work, any increase in Spouse Basic Life Insurance or benefits will start:

- on the date of change, when you transfer to a different class of eligible Employees; or
- on the date we approve any required Evidence of Insurability for your Spouse.

If Evidence of Insurability is required for any increase in your amount of Spouse Basic Life Insurance, the increase will not start until we approve the increase in writing, provided you are Actively at Work on that date.

Your Spouse must not be Confined on the date of the increase in benefits.

If you are not Actively at Work, any increase in Spouse Basic Life Insurance will not start until you resume being Actively at Work.

If your Spouse is Confined, your increase in Spouse Basic Life Insurance will not start until your Spouse is no longer Confined.

Whether or not you are Actively at Work, any reduction in Spouse Basic Life Insurance or benefits will start on the date of change, when you transfer to a different class of eligible Employees.

4. ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF SPOUSE INSURANCE

When does Spouse Basic Life Insurance end?

Spouse Basic Life Insurance will end on the earliest of the following to occur:

- the date the Policy terminates;
- the date you are no longer in an Eligible Class;
- the date your class is no longer included for Spouse Basic Life Insurance;
- the last day for which any required premium has been paid for your Employee Basic Life Insurance or your Spouse Basic Life Insurance;
- the date you are no longer insured for Employee Basic Life Insurance under the Policy;
- the date you request in Writing to end your Spouse Basic Life Insurance;
- the last day you are Actively at Work, subject to the Insurance Continuation or Portability provision;
- the date your Spouse enters active duty in any armed service;
- the date your Spouse no longer meets the definition of Spouse as described in this Certificate;
- the date you retire;
- the date you die; or
- the date your Spouse dies.

5. ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF DEPENDENT CHILDREN INSURANCE

When are you eligible for Dependent Children Basic Life Insurance?

If you are in an Eligible Class, you are initially eligible for Dependent Children Basic Life Insurance on the latest of:

- April 1, 2020;
- the date you are eligible for Employee Basic Life Insurance; or
- the date you acquire a Dependent Child.

When must you enroll for Dependent Children Basic Life Insurance?

You must enroll within 31 days of the date you are initially eligible for Dependent Children Basic Life Insurance, otherwise you will be considered a Late Entrant for Dependent Children Basic Life Insurance.

If you decide later you want to enroll for Dependent Children Basic Life Insurance, Evidence of Insurability will be required for your Dependent Child.

When does Dependent Children Basic Life Insurance start?

If you are not a Late Entrant, your Dependent Children Basic Life Insurance starts on the latest of the date:

- you are eligible for Dependent Children Basic Life Insurance;
- you are insured for Employee Basic Life Insurance; or
- you enroll for Dependent Children Basic Life Insurance and you agree to make any required contribution toward the cost of insurance; and

you are Actively at Work on that date and your Dependent Child is not Confined on that date.

If you are a Late Entrant, Evidence of Insurability is required for any amount of Dependent Children Basic Life Insurance and that amount will not start until we approve it in writing, provided you are Actively at Work on that date and your Dependent Child is not Confined on that date.

If you are not Actively at Work, your Dependent Children Basic Life Insurance will not start until you resume being Actively at Work.

If your Dependent Child is Confined, your Dependent Children Basic Life Insurance for that Child will not start until

5. ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF DEPENDENT CHILDREN INSURANCE

How does Dependent Children Basic Life Insurance apply to newborn children, newly placed foster children or newly adopted children?

If you are insured under the Policy but do not have Dependent Children Basic Life Insurance when a newborn child, newly placed foster child or newly adopted child becomes one of your Dependent Children, then such child will automatically be covered for 31 days from the date that child becomes your Dependent Child. To continue coverage beyond 31 days, you must:

- enroll for Dependent Children Basic Life Insurance within 31 days from the date the newborn child, newly placed foster child or newly adopted child becomes your Dependent Child; and
- pay the required premium to continue your Dependent Children Basic Life Insurance.

If you are covered under the Policy and have Dependent Children Basic Life Insurance when a newborn child, newly placed foster child or newly adopted child becomes one of your Dependent Children, then such child will automatically be covered.

When does Dependent Children Basic Life Insurance end?

Dependent Children Basic Life Insurance will end on the earliest of the following to occur:

- the date the Policy terminates;
- the date you are no longer in an Eligible Class;
- the date your class is no longer included for Dependent Children Basic Life Insurance;
- the last day for which any required premium has been paid for your Employee Basic Life Insurance or your Dependent Children Basic Life Insurance;
- the date you are no longer insured under the Policy;
- the date you request in Writing to end your Dependent Children Basic Life Insurance;
- the last day you are Actively at Work, subject to the Insurance Continuation or Portability provision;
- the date your Dependent Child enters active duty in any armed service;
- the date your Dependent Child no longer meets the definition of Dependent Child as described in this Certificate, but only with respect to that person;
- the date you retire;
- the date you die; or
- the date your Dependent Child dies.

6. COVERED EMPLOYEE BASIC LIFE INSURANCE BENEFITS

EMPLOYEE BASIC LIFE INSURANCE BENEFIT

What is the Employee Basic Life Insurance benefit?

If you die while insured under the Policy and we approve the claim, we will pay your Beneficiary your Employee Basic Life Insurance benefit according to the provisions of the Policy.

What is the amount of the Employee Basic Life Insurance benefit?

If you die while insured under the Policy, we will pay an Employee Basic Life Insurance benefit equal to your Employee Basic Life Insurance amount as shown in the Benefit Highlights.

Your amount of Employee Basic Life Insurance is subject to any terminations according to the provisions of the Policy.

If you had previously exercised the Policy's Conversion Privilege or Portability provision, your amount of Employee Basic Life Insurance will be reduced by the amount of any insurance under any coverage issued to you as a result of the exercise of those provisions unless you cancel such coverage.

WAIVER OF PREMIUM BENEFIT

What is the Waiver of Premium Benefit?

If you become Totally Disabled while insured, the Waiver of Premium Benefit may continue your Employee Basic Life Insurance and your Spouse Basic Life Insurance and Dependent Children Basic Life Insurance while you remain Totally Disabled without any further payment of premiums by you or your Employer.

When are you eligible for the Waiver of Premium Benefit?

You are eligible for the Waiver of Premium Benefit if we receive notice of claim and Proof of claim that you became Totally Disabled:

- while insured; and
- before your 70th birthday; and
- before your Retirement; and
- we approve and continue to approve your claim.

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

We will continue the amount of your Employee Basic Life Insurance and your Spouse Basic Life Insurance and Dependent Children Basic Life Insurance in force on the last day you were Actively at Work. This amount remains subject to the Policy's terms and conditions.

If you are eligible for the Waiver of Premium Benefit and you or your Spouse have received an Accelerated Death Benefit from us, the amount of insurance on which premiums are waived will be reduced by the amount of any Accelerated Death Benefit paid by us.

If you have converted your Employee Basic Life Insurance or your Spouse Basic Life Insurance or Dependent Children Basic Life Insurance to an individual life insurance policy, the continued insurance under the Waiver of Premium Benefit will be reduced by that converted amount unless you exchange the individual life insurance policy for a full refund of premiums paid.

Are premium payments required prior to approval of the Waiver of Premium Benefit?

Yes, premium payments are required until the earlier of:

- the date we make a decision on your Waiver of Premium Benefit claim; or
- 12 months from the date you were last Actively at Work.

When are premiums waived?

If we approve your Waiver of Premium Benefit claim, we will notify you of the date the waiver of premium will begin.

Will premium be refunded?

A refund of premium will be made for any premium paid from the date you were last Actively at Work until the date we approve the Waiver of Premium Benefit claim not to exceed 12 months of premium.

6. COVERED EMPLOYEE BASIC LIFE INSURANCE BENEFITS

What happens if you die before you are approved for the Waiver of Premium Benefit?

If you die before you are approved for the Waiver of Premium Benefit and within 12 months from the date you ceased to be Actively at Work, a death benefit may be payable if, within 3 months of your death, we receive Proof that:

.

6. COVERED EMPLOYEE BASIC LIFE INSURANCE BENEFITS

How do you receive an Accelerated Death Benefit?

You need to submit a written request and Proof that you have experienced a Qualifying Event while your insurance is still in force. Your request must be approved by us. If you have assigned your Employee Basic 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 them that permits the Accelerated Death Benefit to be paid.

The Accelerated Death Benefit is paid in a single lump sum amount to you only one time under the Policy.

Are there any charges if the Accelerated Death Benefit is requested?

No.

What is the amount of the Accelerated Death Benefit?

You can request up to 75% of the amount of your Employee Basic 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 Death Benefit under the prior insurer's group life policy, you can request up to 75% of your Employee Basic Life Insurance currently in force reduced by the amount of the Accelerated Death Benefit you received under the prior policy.

What happens to the amount of Employee Basic Life Insurance if you receive an Accelerated Death Benefit?

If you have received an Accelerated Death Benefit from us or the prior insurer's group life policy, your Employee Basic Life Insurance benefit under the Policy will be reduced by an amount equal to the Accelerated Death Benefit paid by us, and an amount equal to the Accelerated Death Benefit paid by the prior insurer's group life policy. The reduced amount remains subject to the Policy's terms and conditions.

CONVERSION PRIVILEGE

What is the Conversion Privilege?

If your Employee Basic Life Insurance ceases or reduces, you may be able to convert the amount that ceased or reduced to an individual life insurance policy. You need to apply for the Conversion Privilege within 31 days of the date the coverage ceased or reduced (the "31 Day Conversion Period"), or during any extension of the period permitted by the Policy.

When can Employee Basic Life Insurance coverage be converted and how much can be converted?

If your Employee Basic Life Insurance amount ceases or is reduced due to:

- termination of your employment;
- termination of your membership in an Eligible Class;
- your changing to a different Eligible Class;
- your Retirement;
- termination of your Waiver of Premium Benefit; or
- termination of coverage under the Insurance Continuation provision.

then you may apply for an individual life insurance policy up to the amount of life insurance that ceased or reduced.

If you have been continuously insured under the Policy for at least five years, and all or part of your life insurance ceases or is reduced due to:

- a revision to the Policy to reduce the amount of Employee Basic Life Insurance in your Eligible Class;
- a revision to the Policy to terminate your Eligible Class; or
- termination of the Employee Basic Life Insurance benefit provision.

then you may apply for an individual life insurance policy. The maximum amount of the policy will be the lesser of:

- \$10,000; or
- the amount that ceased or reduced, reduced by any amount of life insurance that you become eligible for under any group policy within 31 days after your insurance ceased or reduced.

6. COVERED EMPLOYEE BASIC LIFE INSURANCE BENEFITS

How can you exercise the Conversion Privilege?

To exercise the Conversion Privilege, you must apply for it in writing and pay the first premium within 31 days following the date your insurance ceases or reduces. This is your 31 Day Conversion Period.

May the time to exercise the Conversion Privilege be extended beyond the 31 Day Conversion Period?

If you are not provided notice by your Employer of your right to exercise the Conversion Privilege at least 15 days prior to the end of the 31 Day Conversion Period, you will have an additional 25 days to exercise it. In no event will the additional period extend beyond 60 days from the end of the 31 Day Conversion Period.

Otherwise, you must exercise the Conversion Privilege within the 31 Day Conversion Period.

What type of individual life insurance policy is available?

The individual life insurance policy may be any plan of life insurance offered by us at the attained age and the amount requested up to the amount that ceased or reduced. The individual life insurance policy will not include any additional benefits such as a waiver of premium benefit or an accelerated death benefit.

The premium for the individual life insurance policy will be determined by the policy type and amount of the individual life insurance policy and the rate we charge for the standard class of risk and age to which you belong on the effective date of the individual life insurance policy.

When does the individual life insurance policy start?

If your application for the individual life insurance policy is received and the first premium is paid when due, the effective date of the individual life insurance policy will be the day after the 31 Day Conversion Period.

What happens if you die within 31 days of the date your Employee Basic Life Insurance ceases or reduces?

If you die within 31 days of the date your Employee Basic Life Insurance ceases or reduces, and we receive notice of claim and Proof of claim, a death benefit will be paid to your Beneficiary whether or not you had applied for an individual life insurance policy or had paid the first premium. The death benefit will be the amount of Employee Basic Life Insurance that you would have been eligible to convert. If you die more than 31 days after the date your Employee Basic Life Insurance ceases or reduces, no death benefit is payable. Thus, even if you die during a period of time in which you may still exercise the Conversion Privilege, but that period of time is more than 31 days after the date your Employee Basic Life Insurance ceases or reduces, no benefit is payable.

7. COVERED SPOUSE BASIC LIFE INSURANCE BENEFITS AND DEPENDENT CHILDREN BASIC LIFE INSURANCE BENEFITS

What is the Spouse Basic Life Insurance and Dependent Children Basic Life Insurance benefit?

If your Spouse or Dependent Child dies while insured under the Policy and we approve the claim, we will pay a Spouse Basic Life Insurance or Dependent Children Basic Life Insurance benefit to you according to the provisions of the Policy.

What is the amount of the Spouse Basic Life Insurance and Dependent Children Basic Life Insurance benefit?

If your Spouse dies while insured under the Policy, we will pay a Spouse Basic Life Insurance benefit equal to your elected Spouse Basic Life Insurance benefit as shown in the Benefit Highlights.

If your Dependent Child dies while insured under the Policy, we will pay a Dependent Children Basic Life Insurance benefit equal to your elected Dependent Children Basic Life Insurance benefit as shown in the Benefit Highlights.

Your amount of Spouse Basic Life Insurance and Dependent Children Basic Life Insurance is subject to the Exclusions and any Evidence of Insurability requirements or terminations according to the provisions of the Policy.

If you or your Spouse or Dependent Child had previously exercised the Policy's Conversion Privilege or Portability provision, your amount of Spouse Basic Life Insurance and Dependent Children Basic Life Insurance will be reduced by the amount of any insurance under any coverage issued as a result of the exercise of those provisions unless you cancel such coverage.

SPOUSE ACCELERATED DEATH BENEFIT

What is the Spouse Accelerated Death Benefit?

If your Spouse experienced a Qualifying Event, you may apply for the Spouse Accelerated Death Benefit. The Spouse Accelerated Death Benefit is an advance payment made on your Spouse Basic Life Insurance coverage while your Spouse is still living. Any Spouse Accelerated Death Benefit payment made reduces your Spouse Basic Life Insurance coverage by the amount of the Spouse Accelerated Death Benefit payment.

When is your Spouse eligible for an Accelerated Death Benefit?

You Spouse is eligible for a Spouse Accelerated Death Benefit if:

- you are Actively at Work under the Policy; and
- your Spouse has been insured under the Policy for Basic Life Insurance for at least 60 days. (This includes any period of time your Spouse was insured under the prior insurer's group life policy); and
- your Spouse has experienced a Qualifying Event; and
- your Spouse is insured for at least \$20,000 of Basic Life Insurance.

How do you receive a Spouse Accelerated Death Benefit?

You need to submit a written request and Proof that you have experienced a Qualifying Event while your Spouse's insurance is still in force. Your request must be approved by us.

The Spouse Accelerated Death Benefit is paid in a single lump sum amount to your Spouse. You may request a Spouse Accelerated Death Benefit only one time under the Policy.

What is the amount of the Spouse Accelerated Death Benefit?

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

Are there any charges if the Spouse Accelerated Death Benefit is requested?

No.

What happens to the amount of Spouse Basic Life Insurance if a Spouse Accelerated Death Benefit is paid?

Once a Spouse Accelerated Death Benefit is paid, your amount of Spouse Basic Life Insurance will be reduced by an amount equal to the Accelerated Death Benefit paid by us. The reduced amount remains subject to the Policy's terms and conditions.

7. COVERED SPOUSE BASIC LIFE INSURANCE BENEFITS AND DEPENDENT CHILDREN BASIC LIFE INSURANCE BENEFITS

CONVERSION PRIVILEGE

What is the Conversion Privilege?

If your Spouse Basic Life Insurance or Dependent Children Basic Life Insurance ceases or reduces, you or your Spouse or Dependent Child may be able to convert the amount that ceased or reduced to an individual life insurance policy. You or your Spouse or Dependent Child need to apply for the Conversion Privilege within 31 days of the date the coverage ceased or reduced (the "31 Day Conversion Period") or during any extension of the period permitted by the Policy.

When can Spouse Basic Life Insurance and Dependent Children Basic Life Insurance coverage be converted and how much can be converted?

If your Spouse Basic Life Insurance or Dependent Children Basic Life Insurance ceases or is reduced due to:

7. COVERED SPOUSE BASIC LIFE INSURANCE BENEFITS AND DEPENDENT CHILDREN BASIC LIFE INSURANCE BENEFITS

What type of individual life insurance policy is available?

The individual life policy may be any plan of life insurance offered by us, at the attained age and the amount requested up to the amount that ceased or reduced. The individual life policy will not include any additional benefits such as waiver of premium benefit or an accelerated death benefit.

The premium for the individual life insurance policy will be determined by policy type and amount of the individual life insurance policy and the rate we charge for the standard class of risk and age to which your Spouse or Dependent Child belongs on the effective date of the individual life insurance policy.

When does the individual life insurance policy start?

If your or your Spouse's or Dependent Child's application for the individual life insurance policy is received and the first premium is paid when due, the effective date of the individual life policy will be the day after the 31 Day Conversion Period.

What happens if your Spouse or Dependent Child dies within 31 days of the date your Spouse Basic Life Insurance or Dependent Children Basic Life Insurance ceases or reduces?

If your Spouse or Dependent Child dies within 31 days of the date your Spouse Basic Life Insurance or Dependent Children Basic Life Insurance ceases or reduces, and we receive notice of claim and Proof of claim, a death benefit will be paid to you whether or not application for the individual life insurance policy or payment of the first premium has been made. The death benefit will be the amount of Spouse Basic Life Insurance or Dependent Children Basic Life Insurance that you would have been eligible to convert on the life of your Spouse or Dependent Child. If your Spouse or Dependent Child dies more than 31 days after the date your Spouse Basic Life Insurance or Dependent Children Basic Life Insurance ceases or reduces, no death benefit is payable for that person. Thus, even if your Spouse or Dependent Child dies during a period of time in which you or your Spouse or Dependent Child may still exercise the Conversion Privilege, but that period of time is more than 31 days after the date your Spouse Basic Life Insurance or Dependent Children Basic Life Insurance ceases or reduces, no death benefit is payable for that person.

8. EXCLUSION

What is the Policy exclusion that prevents a Spouse Basic Life Insurance benefit from being paid?

If your Spouse's cause of death is suicide, no death benefit amount of Spouse Basic Life Insurance is payable if your Spouse's suicide occurs within 24 months after your Spouse's Basic Life Insurance first starts. Any period of time your Spouse was insured for the same amount of Spouse Basic Life Insurance under your Employer's prior group life policy will count towards your Spouse's completion of the 24 months.

If your Spouse's death occurs as a result of suicide within 24 months after your Spouse's Basic Life Insurance starts, we will refund all premiums paid for any amount of Spouse Basic Life Insurance excluded under this suicide exclusion.

9. CLAIM PROVISIONS

How is a claim for Life Insurance benefits submitted?

9. CLAIM PROVISIONS

When will a decision on your claim be made?

We will send you a written notice of our decision on your claim within a reasonable time after we receive the claim but not later than 45 days after receipt of the claim. If we cannot make a decision within 45 days after receiving your claim, we will request a 30 day extension. If we cannot render a decision within the extension period, we will request an additional 30 day extension. Any request for extension will specifically explain:

- the standards on which entitlement to benefits is based;
- the unresolved issues that prevent a decision on the claim; and
- 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 we send notice of the extension to you until the date on which you respond to the request for additional information. You will have 45 days to provide the specified information.

What if your claim is denied?

If we deny all or any part of your claim, you will receive a written notice of denial setting forth:

- the specific reason(s) for the denial;
- the specific Policy provision(s) on which the denial is based;
- your right to receive, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits;
- 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;
- a description of the appeal procedures and time limits;
- your right to bring a civil action under ERISA, §502(a) following an adverse determination on review, if ERISA applies;
- 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
- 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 you request a review of a denied claim?

9. CLAIM PROVISIONS

What if your claim is denied on review?

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

- the specific reasons for the denial;
- the specific Policy provisions on which the denial is based;
- your right to receive, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits;
- your right to bring a civil action under ERISA, §502(a), if ERISA applies;
- 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;
- 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
- 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.

To whom are benefits payable?

Spouse or Dependent Child death benefits are payable to you.

Employee death benefits are payable in accordance with the Beneficiary designation made by you. Unless you specify otherwise, if more than one beneficiary survives you, all surviving beneficiaries will receive an equal share of the Basic Life Insurance benefit. The Beneficiary designation must be in Writing, in a manner acceptable to us, dated and Signed by you and on file with your Employer. If no Beneficiary is alive on the date of your death or you do not elect a Beneficiary, we, at our option, may make payments as follows:

- to your Spouse, if living; or
- if there is no surviving Spouse, to your surviving children in equal shares; or
- if there is no surviving Spouse or children, to your surviving parents in equal shares; or
- if there is no surviving Spouse, children or parents, to your surviving brothers and sisters in equal shares; or
- if none of the above, to your estate.

If we determine that a claim is payable, we will pay the benefit pursuant to the Beneficiary designation or the terms of the Policy, except in the following situations:

1. the Beneficiary is a minor. If the Beneficiary is a minor, we may pay the benefit: (a) into a retained asset account in the minor's name that can be accessed by the minor when he or she reaches the age of majority; or (b) to the minor's court appointed guardian or conservator or other party appointed by a court to be responsible for the minor's property or estate;
2. the person to receive the benefit is not competent. If the person to receive the benefit is not competent, we will pay the claim to the person's court appointed guardian or conservator or other party appointed by a court to be responsible for the person's property or estate; or
3. You die before we pay you. In such case, claim may be made by your executor or the administrator of your estate and we will pay the benefit to your estate.

If we do not pay you and claim is not made by the appropriate person designated above, we may at our option make payments under either Method A or B below. Any decision to pay a benefit, prior to the appointment of the appropriate person designated in items 1, 2, or 3 above is solely at our discretion, and we may choose to pay no amount under any circumstances until such appropriate person is formally appointed.

Method A: We may pay up to \$5,000 to any individual or entity we determine has incurred or paid expenses as a result of funeral services provided to or on your behalf. If we pay such a benefit, we will not have to pay that benefit amount again and the total benefit due under the Policy shall be reduced by the amount paid under this provision.

Method B: We may pay the whole or any part of such benefit:

9. CLAIM PROVISIONS

- to your Spouse, up to a cumulative amount of \$5,000; or
- if you have no Spouse, up to a cumulative amount of \$5,000 to any one or more of the following relatives in the following order of priority:
 1. your child or children; or
 2. your mother or father.

The death benefit may be paid by a method other than a lump sum and may include any method of payment available to us. The available methods of payment will be based on the benefit options offered by us at the time of election, and will include making payment through a retained asset account as permitted by applicable state law.

10. INSURANCE CONTINUATION

Are there any conditions under which your Employer can continue your insurance?

While the Policy is in force and subject to the conditions stated in the Policy, your Employer may continue your insurance that was in force on the date immediately before the date you ceased to be Actively at Work by paying the required premium to us for any of the following reasons and durations:

- Absence due to Injury or Sickness – up to 24 months
- Layoff – up to 2 months
- Leave of Absence (including Family and Medical Leave of Absences) – up to 6 months
- Sabbatical Leave of Absence - up to 12 months
- School Recess - up to 3 months
- Vacation – based on your Employer’s policy, not to exceed 3 months.

You should contact your Employer for more details.

While the Policy is in force, if you are Totally Disabled on the date you cease to be Actively at Work, you may be eligible for the Waiver of Premium Benefit.

While the Policy is in force, you may be eligible to continue your insurance 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.

While the Policy is in force, 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.

After your continued insurance ends, you or your Spouse or your Dependent Child may be eligible for the Conversion Privilege.

11. PORTABILITY

What is portable insurance and when are you eligible for it?

Portable insurance is an optional benefit that you may elect to continue your insurance for each Insured without Evidence of Insurability if your insurance ends because you terminate employment; and you meet the following requirements:

- the Policy is still in force; and
- you are under age 70 at the time employment terminates; and
- you have not retired; and
- the hours you work for your Employer have not been reduced; and
- your insurance is not being continued under any Insurance Continuation provision; and
- you have not suffered an Injury or Sickness that results in a life expectancy of less than 12 months; and
- your insurance is not being continued under the Waiver of Premium Benefit; and
- you have not exercised your portable insurance right under a similar certificate issued by us; and
- you reside in the United States or Canada on the date your insurance ends.

You may not elect portable insurance for your Spouse if you have not elected portable insurance for yourself.

If you convert your coverage under any Conversion Privilege of the Policy, you will not be eligible to apply for portable insurance for that same coverage.

When must you apply for portable insurance?

12. CONTINUITY OF COVERAGE

What happens if your Employer replaces other insurance with this Certificate and the Policy?

If your Employer replaces insurance provided by another insurance company ("Prior Policy") with the insurance provided by this Certificate and the Policy ("This Policy"), the Continuity of Coverage benefits in this Section may be available to you. These benefits will be available if the insurance and level of benefits under the Prior Policy were substantially similar to the insurance provided by This Policy.

13. GENERAL PROVISIONS

AGENCY

Can the Policyholder, Employer or third party administrator act as our agent?

For all purposes of the Policy, the Policyholder, Employer or third party administrator acts on its own behalf or as your agent. Under no circumstances will the Policyholder, Employer or third party administrator be deemed an agent of Sun Life Assurance Company of Canada.

ALTERATION

Who can alter this Certificate?

The only persons with the authority to alter or modify this Certificate or to waive any of its provisions are our president, actuary, secretary or one of our vice presidents and any such changes must be in Writing.

ASSIGNMENT

Can benefits be assigned?

You can transfer ownership of your Employee Basic Life Insurance under the Policy by means of an assignment. All your rights and duties as an eligible employee are transferred to the assignee. The assignee can make any change the Policy allows, consistent with the assignment, such as a change of Beneficiary.

Any assignment must be in Writing and on file with your Employer and will take effect as of the date Signed. We will honor your prior assignment of rights and benefits under the Employer's plan whether or not this Policy is specified in the assignment. If we have taken any action or made payment prior to receiving notice of the assignment, the assignment will not affect any action or payment by us. We will not be responsible for the legal, tax or other effects of any assignment.

BENEFICIARY

How can you change your Beneficiary?

You can change your Beneficiary at any time, unless you have made an irrevocable Beneficiary designation or you have assigned your interest in your Basic Life Insurance to another person. Any request for change in Beneficiary must be in Writing, including all of the necessary information, dated and Signed by you and on file with your Employer. It will take effect as of the date Signed. If we have taken any action or make payment before receiving notice of a change in Beneficiary, the change will not affect any action or payment made by us. The Beneficiary's consent is not required to change the beneficiary, unless the current beneficiary designation is irrevocable.

CLERICAL ERROR

What happens when there is a clerical error in the administration of the Policy?

Clerical errors in with the administration of the Policy or delays in keeping records for the Policy whether by us, the Policyholder, or the Employer:

13. GENERAL PROVISIONS

- failing to request increased amounts of insurance within required time limits; or
- failing to exercise any available Conversion Privilege, Insurance Continuation or Portability options.

CONFORMITY WITH STATUTES

What is the effect of Conformity with Statutes?

If any provision of the Policy conflicts with any applicable law, the provision will be automatically amended to meet the minimum requirements of the law, except as otherwise pre-empted by federal law.

DISCHARGE OF OUR RESPONSIBILITY

What is the effect of payments under the Policy?

Payment made under the terms of the Policy will, to the extent of such payment, release us from all further obligations under the Policy. We will not be obligated to see to the application of such payment.

EXAMINATION AND AUTOPSY

What are our examination and autopsy rights?

We, at our expense, have the right to have any insured with respect to whom a claim has been filed:

- examined by a Physician, other health professional or vocational expert of our choice; and/or
- interviewed by an authorized representative.

We, at our expense, may have an autopsy conducted unless prohibited by law.

INCONTESTABILITY

What is the Incontestability Provision?

Except for non-payment of premium or claims incurred within two years of the effective date of an Insured's initial, increased, additional or reinstated insurance, no statement made by any Insured relating to insurability for such

13. GENERAL PROVISIONS

MISSTATEMENT OF AGE

What happens if there is a misstatement of age in the administration of the Policy?

SUN LIFE ASSURANCE COMPANY OF CANADA

Group Term Basic Life Insurance Certificate

Non-Participating

