

Employee Group Benefits
UNDERWRITTEN BY
SUN LIFE ASSURANCE COMPANY OF CANADA

CNO Services, LLC

All Full-Time Regular Employees

GROUP POLICY NUMBER - 214706
POLICY EFFECTIVE DATE - January 1, 2011
BOOKLET AMENDMENT DATE - March 1, 2011

Welcome to Sun Life Assurance Company of Canada (Sun Life). Sun Life is pleased to be your Employer's insurance carrier for the benefits provided in the Group Policy. The description of Eligible Classes in the Benefit Highlights will help you determine what benefits apply to you.

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

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

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

For information, call the Sun Life Group Customer Service Center toll free at 1-800-247-6875.

NOTICE TO CERTIFICATEHOLDERS

Questions regarding your policy or coverage should be directed to:

**SUN LIFE ASSURANCE COMPANY OF CANADA
GROUP CUSTOMER SERVICE CENTER SC1219
U.S. HEADQUARTERS OFFICE
ONE SUN LIFE EXECUTIVE PARK
WELLESLEY HILLS, MA 02481
(800) 247-6875**

If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer, you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, IN 46204-2787

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaints can be filed electronically at www.in.gov/idoi

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BENEFIT HIGHLIGHTS

EMPLOYEE LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

ELIGIBLE CLASSES

Employee Basic Life and Basic Accidental Death and Dismemberment Insurance

All Full-Time United States Employees working in the United States scheduled to work at least 30 hours per week, excluding Salaried Bankers Life and Casualty Employees.

Employee Optional Life and Optional Accidental Death and Dismemberment Insurance

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

BASIC INSURANCE

LIFE	AD&D
1 times your Basic Annual Earnings*	An amount equal to your amount of Basic Life Insurance in force

OPTIONAL INSURANCE

	LIFE	AD&D	
You may elect one of the following Options:	Option I	\$10,000	An amount equal to your amount of Optional Life Insurance in force
	Option II	\$25,000	
	Option III	\$50,000	
	Option IV	\$100,000	
	Option V	\$200,000	
	Option VI	\$300,000	
	Option VII	\$400,000	
	Option VIII	\$500,000	
	Option IX	\$600,000	
	Option X	\$700,000	

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

The **Basic Maximum Benefit** is \$400,000.

The **Combined Maximum Benefit** is your Basic Life Insurance added to your Optional Life Insurance or \$900,000, whichever is less.

The **Minimum Benefit** for Basic Life Insurance is \$10,000.

The **Guaranteed Issue Amount** for Basic and Optional Life Insurance combined, if you were insured on December 31, 2010, is the total amount of Basic and Optional Life Insurance you had in force on December 31, 2010.

The **Guaranteed Issue Amount** for Basic and Optional Life Insurance combined, if you were hired on or after January 1, 2011, is \$500,000.

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

BENEFIT HIGHLIGHTS

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

- you, on your initial Eligibility Date, elect Basic Life Insurance only and subsequently elect Optional Life Insurance;
or
- you elect an increase in your amount of Optional Life Insurance in excess of one option; or
- your amount of Life Insurance is in excess of the Guaranteed Issue Amount.

Basic Annual Earnings

Your current salary or wage from your Employer. Basic Annual Earnings does not include commissions, bonuses, overtime pay or any other extra compensation.

BENEFIT HIGHLIGHTS

DEPENDENT OPTIONAL LIFE INSURANCE

ELIGIBLE CLASSES

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

Spouse		Child under age 19*
You may elect one of the following Options:		
Option I	\$5,000	\$10,000
Option II	\$12,500	
Option III	\$25,000	
Option IV	\$50,000	
Option V	\$100,000	
Option VI	\$200,000	
Option VIII	\$250,000	

Your Dependent Spouse is also insured for an amount of Optional Accidental Death and Dismemberment Insurance that equals the Dependent Spouse's amount of Optional Life Insurance in force.

* to age 26 if your child depends on you for 50% or more of his/her support.

(Your amount of Dependent Spouse Optional Life Insurance cannot exceed 50% of your amount of Optional Life Insurance)

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

The **Guaranteed Issue Amount** for Dependent Spouse Optional Life Insurance, if you were insured prior to January 1, 2011, is the amount of Dependent Spouse Optional Life Insurance you had in force on December 31, 2010.

The **Guaranteed Issue Amount** for Dependent Spouse Optional Life Insurance, if you were hired on or after January 1, 2011, is \$50,000.

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

- you, on your initial Eligibility Date, elect no Dependent Life coverage and subsequently elect Dependent Spouse Optional Life Insurance; or
- you, on your initial Eligibility Date, elect no Dependent Life coverage and subsequently elect Dependent Child Optional Life Insurance; or
- you elect Employee Basic Life Insurance only and subsequently elect Employee Optional Life Insurance and Dependent Optional Life Insurance; or
- you elect an amount of Life Insurance for your Dependent Spouse in excess of the Guaranteed Issue Amount; or
- you elect an increase in your amount of Dependent Spouse Optional Life Insurance in excess of one option.

BENEFIT HIGHLIGHTS

WAITING PERIOD

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

Until the first of the month following 1 month of employment

CONTRIBUTIONS

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

The cost of your Employee Optional Life, Employee Optional Accidental Death and Dismemberment, Dependent Optional Life and Dependent Spouse Optional Accidental Death and Dismemberment Insurance is paid for by you. This is your contributory insurance.

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

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

ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE

When am I eligible for insurance?

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

- January 1, 2011; or
- the first day of the month following the date you complete your Waiting Period

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

- the date you are insured for Employee Optional Life Insurance; or
- January 1, 2011; or
- the date you first acquire a Dependent Spouse for Dependent Spouse Optional Life Insurance; or
- the date you first acquire a Dependent Child for Dependent Child Optional Life Insurance; or

When must I apply for insurance?

You must apply for insurance during your Initial Enrollment Period.

When is my Initial Enrollment Period?

If you are eligible for insurance on January 1, 2011, your Initial Enrollment Period is the period prior to January 1, 2011 as designated by your Employer.

If you first become eligible for insurance after January 1, 2011, your Initial Enrollment Period is the 31 days immediately after your Eligibility Date.

When does my insurance start?

Your insurance starts on the date you are eligible on or after the date you apply for your insurance, if:

- you are Actively at Work on that date; and
- Evidence of Insurability is not required.

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

What if I am not Actively at Work on the date my insurance starts?

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

What happens if I do not apply during the Initial Enrollment Period?

If you do not apply for insurance during your Initial Enrollment Period, you will be insured for Basic Life and Basic Accidental Death and Dismemberment Insurance only.

ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE

When does my Dependent's insurance start?

Your Dependent's insurance starts on the latest of:

- the date you are Eligible for Dependent Spouse Optional Life Insurance; or
- the date you are Eligible for Dependent Child Optional Life Insurance; or
- the date you apply for Dependent Spouse Optional Life Insurance; or
- the date you apply for Dependent Child Optional Life Insurance; or
- the date Sun Life approves your Dependent's Evidence of Insurability (if required);

as long as your Dependent is not hospital confined on that date.

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

If you do not apply for Dependent Optional Life Insurance during your Initial Enrollment Period, your Dependent will not be insured.

Can I make any changes in my Plan Options?

No change can be made to your Plan Options until:

- the Annual Enrollment Period; or
- you have a Family Status Change.

When is the Annual Enrollment Period?

The Annual Enrollment Period is the period during the fourth calendar quarter of each year as designated by your Employer. During this period of time you may make changes to your Plan Options.

When do changes to my Plan Options start?

If you have increased your amount of insurance, the increase starts on the later of:

- the January 1st following the change in your Plan Options; or
- the date Sun Life approves your Evidence of Insurability (if required);

as long as you are Actively at Work on that date.

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

If you have increased your Dependent's amount of insurance, the increase starts on the later of:

- the January 1st following the change in your Plan Options; or
- the date Sun Life approves your Dependent's Evidence of Insurability (if required);

as long as your Dependent is not hospital confined.

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

Decreases in any amount of insurance will start on the January 1st following the change in your Plan Options.

ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE

What if I do not make any changes during the Annual Enrollment Period?

If you do not make any changes during the Annual Enrollment Period you will continue to be insured for the same Plan Option previously selected.

No change in your Plan Options can be made until the next Annual Enrollment Period unless you have a Family Status Change.

What is considered a Family Status Change?

A Family Status Change is one of the following events:

- your marriage or divorce;
- the birth of your child;
- the adoption of a child by you;
- the death of your spouse or child;
- the commencement or termination of employment of your spouse;
- the change from part-time to full-time employment by you or your spouse;
- the change from full-time to part-time employment by you or your spouse;
- the taking of an unpaid leave of absence by you or your spouse;
- a significant change in your health coverage or your spouse's health coverage as a result of your spouse's employment.

These changes must be made within 31 days of the change in your Family Status and be necessary or appropriate as a result of the Family Status Change.

When does insurance due to Family Status Changes start?

If you have increased your amount of insurance, the increase starts on the latest of:

- the date you apply for a change in your Plan Options; or
- the date your Family Status changes; or
- the date Sun Life approves your Evidence of Insurability (if required);

as long as you are Actively at Work on that date.

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

If you have increased your Dependent's amount of insurance, the increase starts on the latest of:

- the date you apply for a change in your Plan Options; or
- the date your Family Status changes; or
- the date Sun Life approves your Dependent's Evidence of Insurability (if required);

as long as your Dependent is not hospital confined on that date.

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

If due to the Family Status change you decrease any amount of insurance, the decrease will start on the date you apply for the change in your Plan Options.

ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE

When do changes in my amount of insurance occur?

If your amount of insurance increases due to a change in your salary or class, your increase will take effect on the first day of the month following the date of change, as long as:

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

If your amount of insurance decreases due to a change in your salary or class, the decrease will take effect on the first day of the month following the date of change.

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

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

TERMINATION OF EMPLOYEE INSURANCE

When does my insurance cease?

Your insurance ceases on the earliest of:

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

Are there any conditions under which my insurance can continue?

Yes.

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

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

Layoff – to the last day of the month
Leave of Absence - for up to 30 days
Vacation - for up to 3 months

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

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

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

You may be eligible to continue your insurance coverage pursuant to the Family and Medical Leave Act of 1993, as amended or continue coverage pursuant to a state required continuation period (if any). You should contact your Employer for more details.

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

TERMINATION OF DEPENDENT INSURANCE

When does my Dependent's insurance cease?

Your Dependent's insurance ceases on the earliest of:

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

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

Yes.

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

BENEFIT PROVISIONS

EMPLOYEE LIFE INSURANCE

What is the Life Insurance Benefit?

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

What is the amount of my Life Insurance?

Basic Life Insurance

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

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

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

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

Your amount of Basic Life Insurance is subject to any Evidence of Insurability requirements or terminations shown in the Benefit Highlights.

Optional Life Insurance

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

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

Your Basic and Optional Life Insurance combined cannot exceed the Combined Maximum Benefit shown in the Benefit Highlights.

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

What are the Exclusions?

If your cause of death is suicide:

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

BENEFIT PROVISIONS

EMPLOYEE LIFE INSURANCE

What is the Waiver of Premium Provision?

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

When am I eligible for the Waiver of Premium Provision?

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

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

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

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

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

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

When does my Waiver of Premium cease?

Your Waiver of Premium ceases on the earliest of:

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

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

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

What is the Accelerated Benefit?

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

BENEFIT PROVISIONS

EMPLOYEE LIFE INSURANCE

When am I eligible for an Accelerated Benefit?

(Applicable if you were hired on or before January 1, 2011)

You are eligible if:

- you were Actively at Work on January 1, 2011 and have been insured for Life Insurance for at least 60 days. (This includes any period of time you were insured under the prior insurer's group life policy); and

(Applicable if you were hired after January 1, 2011)

You are eligible if:

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

(Applicable to All Employees)

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

How do I receive an Accelerated Benefit?

You need to submit a written request to Sun Life.

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

What is the amount of Accelerated Benefit?

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

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

How is the Accelerated Benefit paid?

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

Can I receive more than one Accelerated Benefit?

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

Are there any charges if I request an Accelerated Benefit?

No.

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

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

BENEFIT PROVISIONS
EMPLOYEE LIFE INSURANCE

Some Important Notes about your Accelerated Benefit

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

Receipt of your Accelerated Benefit may affect your Medicaid eligibility.

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

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

What if my Life Insurance ceases while I am Totally Disabled?

You may continue your Life Insurance for up to 6 months.

If you elect to continue your Life Insurance while you are Totally Disabled, you need to inform your Employer and pay any required premium payment to your Employer within 31 days after your Life Insurance ceases. Your Employer will send your continuation premium to Sun Life.

When does this continuation of my Life Insurance end?

Your continuation of Life Insurance will end on the earliest of:

- the date you do not send the required premium payment to your Employer;
- the date your Employer does not send the required premium payment on your behalf to Sun Life;
- 6 months after your Life Insurance first ceased;
- the date the Group Policy terminates;
- the date you are approved for continuation of your Life Insurance under the Waiver of Premium Provision.

What is the Conversion Privilege?

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

When can I convert my Life Insurance?

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

BENEFIT PROVISIONS

EMPLOYEE LIFE INSURANCE

2. You can convert if you have been continuously insured for 5 or more years under Sun Life's Group Life Policy and all or part of your Life Insurance ceases or reduces due to:
- termination of the Life Insurance Benefit Provision;
 - termination of the Group Policy;
 - an amendment to the Group Policy to reduce the amount of Life Insurance in your Eligible Class; or
 - an amendment to the Group Policy to terminate your Eligible Class.

What amount of Life Insurance can I convert?

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

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

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

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

How do I convert my Life Insurance?

You convert by applying to Sun Life for an individual policy along with sending payment of the first premium within 31 days after any part of your Life Insurance ceases or reduces. This is your 31 day conversion period. However, if you are not notified by your Employer of this conversion privilege, you will have an additional 15 days to exercise this conversion privilege. In no event will this conversion privilege be extended beyond 60 days following your 31 day conversion period.

What type of individual policy is available?

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

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

When does my individual policy start?

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

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

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

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

BENEFIT PROVISIONS
EMPLOYEE LIFE INSURANCE

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

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

If you are not Actively at Work on January 1, 2011, you will be insured if:

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

Any Life benefit payable will be the lesser of:

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

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

BENEFIT PROVISIONS

DEPENDENT OPTIONAL LIFE INSURANCE

What is my Dependent Optional Life Insurance Benefit?

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

What is the amount of my Dependent Optional Life Insurance?

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

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

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

What are the Exclusions?

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

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

What is the Conversion Privilege?

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

When can my Dependent convert?

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

BENEFIT PROVISIONS

DEPENDENT OPTIONAL LIFE INSURANCE

2. Your Dependent can convert if your Dependent has been continuously insured for 5 or more years under Sun Life's Group Life Policy and all or part of your Dependent's Optional Life Insurance ceases due to:
- termination of the Dependent Optional Life Insurance Benefit Provision;
 - termination of the Group Policy;
 - an amendment to the Group Policy to terminate your Eligible Class.

What amount of Optional Life Insurance can my Dependent convert?

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

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

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

- \$10,000; or
- the amount that ceased, less any amount of group life insurance your Dependent may become eligible for within 31 days after your Dependent's Optional Life Insurance ceased.

How can my Dependent convert?

You or your Dependent need to apply to Sun Life for an individual policy along with sending payment of the first premium within 31 days after any part of your Dependent's Optional Life Insurance ceases or reduces. This is your Dependent's 31 day conversion period. However, if your Dependent is not notified by your Employer of this conversion privilege, your Dependent will have an additional 15 days to exercise this conversion privilege. In no event will this conversion privilege be extended beyond 60 days following your Dependent's 31 day conversion period.

What type of individual policy is available?

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

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

When does my Dependent's individual policy start?

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

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

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

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

BENEFIT PROVISIONS

DEPENDENT OPTIONAL LIFE INSURANCE

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

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

If your Dependent is hospital confined on January 1, 2011, your Dependent will be insured if:

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

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

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

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

BENEFIT PROVISIONS

EMPLOYEE AND DEPENDENT SPOUSE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

What is the Accidental Death and Dismemberment Benefit?

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

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

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

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

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

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

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

BENEFIT PROVISIONS

EMPLOYEE AND DEPENDENT SPOUSE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

What is the Seat Belt Benefit?

If an Insured Person's loss of life occurs as a result of an automobile accident and you were wearing a seat belt at the time of the accident, an additional Seat Belt Benefit is payable. The Seat Belt Benefit is 10% of the amount of Basic Accidental Death Benefit payable or \$10,000, whichever is less. The Seat Belt Benefit is 10% of the amount of Optional Accidental Death Benefit payable or \$10,000, whichever is less.

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

What is the Air Bag Benefit?

If an Insured Person's loss of life occurs as a result of an automobile accident, and you were wearing a seat belt and positioned in a seat protected by a Supplemental Restraint System which inflated on impact, an additional Air Bag Benefit is payable. The Air Bag Benefit is 5% of the amount of Basic Accidental Death Benefit payable or \$5,000, whichever is less. The Air Bag Benefit is 5% of the amount of Optional 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.

What happens if I or my Dependent Disappear?

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

- the 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
- the Insured Person body is not found within 365 days after the date of the conveyance's disappearance.

What is the Coma Benefit?

If, while insured, you or your Dependent Spouse suffer an Accidental Bodily Injury that results in your or your Dependent Spouse being in a coma for at least 31 days, a Coma Benefit will be payable.

The Coma Benefit is payable for 100 months in equal monthly installments based on your or your Dependent Spouse's amount of Accidental Death and Dismemberment insurance shown in the Benefit Highlights at the time of the accident reduced by any amount previously payable as a result of the same accident.

BENEFIT PROVISIONS

EMPLOYEE AND DEPENDENT SPOUSE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

When does the Coma Benefit cease?

The Coma Benefit will cease to be payable when:

- you or your Dependent Spouse regain consciousness;
- you or your Dependent Spouse die; or
- 100 monthly installments have been paid.

What happens if I or my Dependent Spouse die while in a coma?

If you or your Dependent Spouse die without regaining consciousness, your or your Dependent Spouse's remaining Accidental Death and Dismemberment Benefit (if any) will be payable.

Sun Life will require monthly proof of the continuance of your or your Dependent Spouse's coma, but after one year Sun Life will not ask for proof more often than twice a year.

What is the Home Alteration or Vehicle Modification Benefit?

If an Insured Person receives an Accidental Dismemberment Benefit under the Group Policy for:

- the loss of both feet or legs; or
- the loss of both hands or arms; or
- the loss of sight; or
- Quadriplegia, Paraplegia or Hemiplegia;

a Home Alteration or Vehicle Modification Benefit will be payable.

What type of expenses are reimbursed under the Home Alteration and Vehicle Modification Benefit?

The Home Alteration or Vehicle Modification Benefit is payable for the out-of-pocket reasonable and necessary expenses incurred within 3 years of the date of the Insured Person's loss for:

- the cost of alterations of your principal residence; or
- the cost of modification to 1 motor vehicle utilized by you when such modification is approved by licensing authorities where required.

The Home Alteration or Vehicle Modification Benefit is the lesser of:

- the actual expenses incurred for the modification or alteration reduced by any reimbursement the Insured Person receives from other sources; or
- the reasonable and necessary expenses for the modification or alteration reduced by any reimbursement the Insured Person receives from other sources; or
- 10% of the Basic Accidental Dismemberment Benefit payable plus 10% of the Optional Accidental Dismemberment Benefit payable; or
- \$25,000 or \$50,000 if the Insured Person is insured for Optional AD&D Insurance.

Proof of the expenses incurred to modify the Insured Person's residence or vehicle must be submitted to Sun Life, prior to payment. The Home Alteration or Vehicle Modification Benefit is payable once per person's lifetime.

Reasonable and necessary expenses means the average cost of the alteration or modification charged by most contractors in the locality where you reside.

What is the Bereavement Counseling Benefit?

BENEFIT PROVISIONS

EMPLOYEE AND DEPENDENT SPOUSE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

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

Immediate Family Member means you, your spouse or your child under age 19 or age 23 if a full-time student.

What expenses are reimbursed under the Bereavement Counseling Benefit?

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

The Maximum Bereavement Counseling Benefit payable is \$250 per Immediate Family Member, to a maximum of \$1,000 or \$2,000 if you are insured for Optional AD&D Insurance and is per insured's death.

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

What are the Exclusions?

No AD&D benefit will be payable for your loss that is due to or results from:

- suicide while sane or insane.
- intentionally self-inflicted injuries.
- bodily or mental infirmity or disease of any kind, or an infection unless due to an Accidental cut or wound.
- an Insured Person 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.
- an Insured Person's active participation in a riot, rebellion, or insurrection.
- injury sustained from any aviation activities, other than riding as a fare-paying passenger.
- an 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.

BENEFIT PROVISIONS

EMPLOYEE AND DEPENDENT SPOUSE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

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

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

If you are not Actively at Work on January 1, 2011 you will be insured if:

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

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

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

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

CLAIM PROVISIONS

How is a claim submitted?

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

When does written Notice of Claim have to be submitted?

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

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

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

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

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

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

When does written Proof of Claim have to be submitted?

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

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

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

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

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

What is considered Proof of Claim?

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

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

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

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

CLAIM PROVISIONS

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

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

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

Proof must be satisfactory to Sun Life.

When are benefits payable?

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

When will a decision on my claim be made?

Sun Life will send you a written notice of decision on your claim within a reasonable time after Sun Life receives the claim but not later than 45 days after receipt of the claim. If Sun Life cannot make a decision within 45 days after receiving your claim, Sun Life will request a 30 day extension as permitted by U.S. Department of Labor regulations. If Sun Life cannot render a decision within the extension period, Sun Life will request an additional 30 day extension. Any request for extension will specifically explain:

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

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

What if my claim is denied?

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

1. the specific reason or reasons for the denial;
2. the specific Group Policy provisions on which the denial is based;
3. your right to receive, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits;
4. a description of any additional material or information needed to prove entitlement to benefits and an explanation of why such material or information is necessary;
5. a description of the appeal procedures and time limits;
6. your right to bring a civil action under ERISA, §502(a) following an adverse determination on review;
7. the identity of an internal rule, guideline, protocol or other similar criterion, if any, that was relied upon to deny the claim and a copy of the rule, guideline, protocol or criterion or a statement that a copy is available free of charge upon request; and
8. the identity of any medical or vocational experts whose advice was obtained in connection with the claim, regardless of whether the advice was relied upon to deny the claim.

CLAIM PROVISIONS

Can I request a review of a claim denial?

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

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

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

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

What if my claim is denied on review?

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

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

Who are benefits payable to?

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

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

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

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

CLAIM PROVISIONS

If a benefit is payable to your estate, if you are a minor, or you are not competent, Sun Life has the right to pay an amount of the benefit up to \$5,000 to any of your relatives that Sun Life considers entitled. If Sun Life pays benefits in good faith to a relative, Sun Life will not have to pay those benefits again.

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

Can I change my Beneficiary?

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

Can I assign my Life Insurance?

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

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

Any assignment must be in a written form and will take effect on the date you sign and file the assignment with your Employer. If Sun Life has taken any action or made payment before receiving notice of that change, the assignment will not affect any action or payment made by Sun Life. Sun Life will not be responsible for the legal, tax or other effects of any assignment.

GENERAL PROVISIONS

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

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

No statement made by you or any of your Dependents, relating to Evidence of Insurability for an initial, increased or additional amount of insurance, will be used in contesting the validity of that insurance, after such initial, increased or additional amount of insurance has been in force for a period of two years during that individual's lifetime. This statement must be contained in a form signed by that individual.

What happens if facts are misstated?

If relevant facts about you or any one of your Dependents are not accurate:

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

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

What are Sun Life's examination and autopsy rights?

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

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

This right may be used as often as reasonably required.

Sun Life has the right, in the case of death, to request an autopsy.

What are the time limits for legal proceedings?

No legal action may start:

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

Do these group benefits affect Workers' Compensation?

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

Can the Policyholder act as a Sun Life agent?

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

DEFINITIONS

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

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

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

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

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

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

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

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

Employer means CNO Services, LLC and includes any Subsidiary or Affiliated company insured under the Group Policy.

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

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

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

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

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

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

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

DEFINITIONS

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

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

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

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

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

DEFINITIONS

These are Life Insurance terms you need to know.

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

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

Combined Maximum Benefit means the largest amount of insurance available to you under the Group Policy. The Combined Maximum Benefit is shown in the Benefit Highlights.

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

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

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

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

DEFINITIONS

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

Dependent means your:

- spouse;
- unmarried child from live birth to under age 19;
- unmarried child under age 26 who depends on you for 50% or more of his/her support.

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

Dependent does not include:

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

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

DEFINITIONS

This is an Accidental Death and Dismemberment Insurance term you need to know.

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

Dependent means your spouse.

Insured Person means you or your Dependent Spouse.

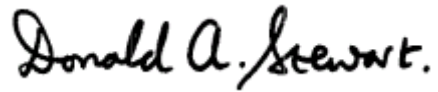
SUN LIFE ASSURANCE COMPANY OF CANADA
DOMESTIC PARTNER COVERAGE CERTIFICATE ENDORSEMENT

Effective January 1, 2011, this endorsement is attached to Group Policy Number 214706.

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

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

SUN LIFE ASSURANCE COMPANY OF CANADA



Chief Executive Officer

SUN LIFE ASSURANCE COMPANY OF CANADA

PORTABILITY RIDER

Effective January 1, 2011, the following provision is added to Group Certificate No. 214706 Life Insurance Benefit Provision

What is the Portability Privilege?

If, prior to age 70, your Optional Life Insurance ceases because you terminate employment, you may apply for portable coverage, during the 31 day conversion period, instead of converting to an individual policy.

Are there reasons I would not be able to port my Optional Life coverage?

Yes. You may not port your coverage if:

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

What amounts of insurance are portable?

You may apply for portable coverage up to the amount of Optional Life Insurance that ceased, to a maximum of \$500,000. If you port your Optional Life Insurance, you may also port any Optional AD&D, Dependent Optional Life and Dependent Spouse Optional AD&D Insurance that ceased due to your termination of employment.

When does my portable coverage start?

If your application is approved and the first premium is paid when due, your coverage will start on the day after the 31 day conversion period. If your application is declined, you will be given a 31 day period to apply for an individual permanent life policy under the conversion privilege.

How do I apply for portable coverage?

You must complete an application for portable coverage, and send it, with payment of the first premium, to Sun Life within 31 days of the date your Optional Life Insurance ceases.

The application contains a table to calculate the applicable premium, based on your age and the amount of coverage elected.

The application is available from your Employer.

When does my portable coverage cease?

Your portable coverage ceases on the earliest of:

- the date you reach age 70; or
- the date you do not submit premium to Sun Life for your portability coverage; or
- the date the portable group insurance policy ceases.

SUN LIFE ASSURANCE COMPANY OF CANADA

Donald A. Stewart.

Chief Executive Officer

CNO Services, LLC Employee Benefit Plan (The Plan) has been established to provide welfare benefits for its employees.

The Employee Retirement Income Security Act of 1974 (ERISA) requires that the Plan Administrator provide you with a Summary Plan Description which discloses required information about the employee benefit plan. The following section entitled "Summary Plan Description" is not part of the Group Insurance Policy. The information in the Summary Plan Description is provided by the Policyholder and is included in this Booklet/Certificate for your convenience. Sun Life Assurance Company of Canada assumes no responsibility for the accuracy or sufficiency of the information in the Summary Plan Description.

SUMMARY PLAN DESCRIPTION

Plan Sponsor: CNO Services, LLC
11825 N Pennsylvania St
Carmel, IN 46032

Plan Administrator: CNO Services, LLC
11825 N Pennsylvania St
Carmel, IN 46032

The Plan Administrator has authority to control and manage the operation and administration of the Plan.

Agent for Service of Legal Process:

CNO Services, LLC
11825 N Pennsylvania St
Carmel, IN 46032

Subsidiaries: Banker's Life; Colonial Penn; Washington National

Employer Identification Number (EIN): 35-1965822

Plan Number: 502

End of Plan Year: December 31st

Type of Administration: The Plan is administered by the Plan Administrator. The benefits provided by the Group Insurance Policy issued by Sun Life Assurance Company of Canada are included in the Plan.

Participants: The insured employees described in the Sun Life Assurance Company of Canada Booklet/Certificate.

Plan Changes and Termination: The Plan Administrator may amend, modify or terminate the Plan.

Contributions: The cost of your benefits under the Plan is paid for by your employer and (if applicable) includes the cost of any insurance premiums contributed by you.

Funding: Sun Life provides the Plan Administrator with certain insurance benefits in connection with the Plan. Those insurance benefits are described in your Booklet/Certificate.

Claims Procedure: When you or your beneficiary wish to file a claim under the Plan, you should contact your personnel office for claim forms and instructions for filing. Your Booklet/Certificate explains the procedure for filing a claim under the Group Insurance Policy.

If your claim for benefits is denied in whole or in part, you will receive a written notice within the time required by ERISA from the date you filed your claim, stating the reasons why your claim was denied. You will then have the right, upon written notice from you or your authorized representative, to review that claim denial. The claim denial notice will include the name and address of the person you may ask for such a review. Additional information about claims submitted and review procedures may be obtained by contacting your Plan Administrator.

Your Rights under ERISA:

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan Documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance of the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.



Sun Life Assurance Company of Canada
is a member of the Sun Life Financial group of companies

www.sunlife-usa.com