

SUN LIFE ASSURANCE COMPANY OF CANADA

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

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

Policy Number: 938435-001
Policy Effective Date: February 1, 2020
Policyholder: IBEW Railroad

Issue State: District of Columbia

The benefits paid under the Accelerated 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.

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 Voluntary Life Insurance Certificate
Non-Participating



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1. BENEFIT HIGHLIGHTS

Eligible Classes: All dues paying members in good standing of IBEW Railroad actively working in the United States.

Actively working means you are assigned by IBEW Railroad to work as an electrical worker for an Employer in the United States or you are working for another employer as an employee performing the duties of an electrical worker.

To be eligible you must work at least 1250 hours annually as measured from each Enrollment Period or are working an average of 24 hours per week if less than a 12 month period.

For purposes of this Certificate, member means Employee.

Eligibility Waiting Period: Until the Initial Enrollment Period as determined by Cornerstone Benefit Management (third party administrator)

Initial Enrollment Period means the period of time each year not to exceed 60 days during which eligible Employees may initially elect insurance under the Policy. The Initial Enrollment Period cannot exceed 60 days, unless we agree in Writing.

1. BENEFIT HIGHLIGHTS

EMPLOYEE VOLUNTARY LIFE INSURANCE

Amount of Insurance

You may elect an amount of Voluntary Life Insurance in \$10,000 increments.

The maximum amount you may elect is the lesser of:

- \$200,000; or
- 5 times your Basic Annual Earnings, rounded to the next lower \$10,000, if not already a multiple of \$10,000.

Evidence of Insurability

You must submit Evidence of Insurability each time you do any of the following or any of the following occur:

- you enroll for Employee Voluntary Life Insurance as a Late Entrant;
- you apply for an increase in your amount of Employee Voluntary Life Insurance.

Any amount of insurance 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 and send it to us. Once we receive it, we will determine whether to approve the additional insurance.

Age Reductions

Your amount of Employee Voluntary Life Insurance shown above reduces to:

- 65% when you reach age 70; and
- 50% when you reach age 75.

Included in this Certificate for this Class

Accelerated Benefit – for you

Portability – for you and your Spouse and your Dependent Children

Contributions

The cost of your Employee Voluntary Life Insurance is paid for entirely by you. This is your contributory insurance.

1. BENEFIT HIGHLIGHTS

SPOUSE VOLUNTARY LIFE INSURANCE

Amount of Insurance

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

The maximum amount you may elect is \$50,000.

Your amount of Spouse Voluntary Life Insurance cannot be more than 100% of your amount of Employee Voluntary Life Insurance.

Evidence of Insurability

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

- you enroll for Spouse Voluntary Life Insurance as a Late Entrant;
- you apply for an increase in your amount of Spouse Voluntary Life Insurance.

Any amount of insurance requested for your Spouse 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 and send it to us. Once we receive it, we will determine whether to approve the additional insurance.

Contributions

The cost of your Spouse Voluntary Life Insurance is paid for entirely by you. This is your contributory insurance.

1. BENEFIT HIGHLIGHTS

DEPENDENT CHILDREN VOLUNTARY LIFE INSURANCE

Amount of Insurance

Dependent Child

\$10,000

Your amount of Dependent Children Voluntary Life Insurance cannot be more than 100% of your amount of Employee Voluntary Life Insurance.

Evidence of Insurability

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

- you enroll for Dependent Children Voluntary Life Insurance as a Late Entrant.

Any amount of insurance requested for your 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 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 Dependent Children Voluntary Life Insurance is paid for entirely by you. This is your contributory insurance.

2. DEFINITIONS

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

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 19; or
- child under age 23 who is enrolled as a Full-time Student and who chiefly depends on you for his or her financial support.

Dependent Child includes:

- your step-child;
- a foster child placed with you by a licensed agency;
- your adopted child, including any child placed with you for adoption; or
- a minor grandchild, niece or nephew of an employee of the District of Columbia if the minor grandchild, niece or nephew is under the primary care of the insured. "Primary care" means that you provide food, clothing, and shelter, on a regular and continuous basis, for the minor grandchild, niece or nephew during the time that the District of Columbia public schools are in regular session.

If an unmarried child is age 19 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;
- any person residing outside the United States or Canada. This exclusion does not apply to a Dependent Child who:
 - resides with you while you are on a temporary work assignment outside the United States; or
 - is a Full-time Student attending school outside of the United States.

Eligibility Waiting Period means the length of time you must be a member in an Eligible Class before you can apply for insurance. The Eligibility Waiting Period is shown in the Benefit Highlights. .

Employee means a person who is employed by an Employer within the United States, who is a U.S. citizen or a U.S. resident, scheduled to work at least the minimum hours shown in the Benefit Highlights, and paid regular earnings, and has a legitimate federal tax identification number. Employee does not include a seasonal or temporary employee whose annual work schedule is less than 12 months during a calendar year.

Employer means an entity approved as an employer by the third party administrator.

2. DEFINITIONS

Enrollment Period means the period of time each year not to exceed 60 days during which eligible Employees may elect, change or cancel insurance under the Policy. The Enrollment Period cannot exceed 60 days or occur more than twice in any 12-month period, unless we agree in Writing.

Evidence of Insurability means proof that you or 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 or your Spouse's or Dependent Child's medical history. You and 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.

Family Status Change means 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; or
- a significant change in your health coverage or your spouse's health coverage as a result of your spouse's employment.

Full-time Student means a Dependent Child who:

- is attending on a full-time basis a post-secondary school licensed as such by the jurisdiction in which it is located; and
- is enrolled for at least the minimum number of course credits required by such school to maintain standing as a full-time student.

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 60 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 an 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 an Employer agreed to in Writing. Your normal vacation time is not considered a temporary Leave of Absence.

Physician means a person who is operating within the scope of his or her license and is either:

- licensed in the United States or Canada as a medical doctor and authorized to practice medicine and prescribe and administer drugs; or
- any other duly licensed medical practitioner who is deemed by applicable state or provincial law to have the same authority as a legally qualified medical doctor.

The Physician cannot be you, a business associate or any Family Member.

Policy means the group insurance policy under which this Certificate is issued.

2. DEFINITIONS

Policyholder means the entity to which the Policy is issued.

Proof means medical, occupational, financial, or other information that we require in connection with underwriting a request for insurance or making a claim determination.

Qualifying Event means a Sickness or physical condition that is certified by a Physician to reasonably be expected to result in your death within 12 months or less.

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 an Employer;
 - any Retirement plan an Employer sponsors; or
 - any Retirement plan to which an 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.

Whenever the term "Spouse" appears in this Certificate it also includes the definition of civil union and domestic partner. Civil Union is a similar relationship to marriage that is recognized by Law. Domestic partnership is the relationship between 2 persons who become domestic partners by registering in accordance with the District of Columbia Official Code Section 32-702 or recognized by law or a domestic partner as defined by the Policyholder.

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.

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 Voluntary Life Insurance?

You are initially eligible for insurance on the latest of:

- February 1, 2020;
- the date you first are Actively at Work in an Eligible Class.

When must you enroll for Employee Voluntary Life Insurance?

You must enroll within 60 days of the date you are initially eligible, otherwise you will be considered a Late Entrant.

If you decide later you want to enroll for Employee Voluntary Life Insurance, you will not be allowed to enroll until the next Enrollment Period unless you have a Family Status Change.

Evidence of Insurability will be required.

When does Employee Voluntary Life Insurance start?

If you are not a Late Entrant, your Employee Voluntary Life Insurance starts on the later of the date:

- you are eligible; or
- you enroll and agree to make any required contribution toward the cost of the insurance; and you are Actively at Work on that date.

If Evidence of Insurability is required for any amount of Employee Voluntary Life Insurance you enroll as a Late Entrant, that amount will not start until we approve it in writing, provided you are Actively at Work on that date.

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

When can you make changes in Employee Voluntary Life Insurance?

You may request a change in your Employee Voluntary Life Insurance benefit elections during any Enrollment Period after you are covered under the Policy and Actively at Work.

You may also request a change in Employee Voluntary Life Insurance at any time due to a Family Status Change. Such request must be made within 31 days of the date the Family Status Change occurred.

Evidence of Insurability may be required for any change in Employee Voluntary Life Insurance as specified in the Benefit Highlights.

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

If you are Actively at Work, any increase in insurance or benefits (other than Family Status Changes) will start:

- on the January 1st or July 1st following the date of change, when you apply for a different incremental amount; or
- on the date we approve any required Evidence of Insurability.

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

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 January 1st following 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 Voluntary Life Insurance for reasons other than an age reduction or a Family Status Change will start on the January 1st or July 1st following the date of change, when you reduce coverage.

3. ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF EMPLOYEE INSURANCE

If you are Actively at Work, any increase in Employee Voluntary Life Insurance or benefits due to a Family Status Change will start on the later of:

- the date you apply for such change in coverage, if you applied within 31 days of the Family Status Change;
- the date you agree to make any required contribution toward the cost of insurance;
- the date of the Family Status Change; or
- the date we approve any required Evidence of Insurability.

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

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

Any reduction in insurance due to a Family Status Change will start on the date of the Family Status Change, whether or not you are Actively at Work.

What happens if you are rehired by your Employer?

If you are rehired by your Employer within 12 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.

If you are rehired by your Employer 12 months or later after the date your employment terminates, your coverage will not be reactivated.

You must re-enroll within 31 days of your rehire date.

Evidence of Insurability is required for insurance in excess of your reactivated insurance amount.

Coverage will not be reactivated for any amount of insurance which you converted in accordance with the Conversion Privilege or continued under the Portability provision, unless you cancel such coverage.

When does Employee Voluntary Life Insurance end?

Your Employee Voluntary Life Insurance under the Policy will end upon the earliest of the following:

- the date the Policy terminates;
- the date you are no longer in an Eligible Class;
- the date your class is no longer included for Employee Voluntary Life Insurance;
- the last day for which any required premium has been paid for your Employee Voluntary Life Insurance;
- the last day you are Actively at Work, subject to the Insurance Continuation or Portability provision;
- the date you enter active duty in any armed service, subject to the Insurance Continuation provision;
- the date you retire; or
- the date you die.

If your Employee Voluntary Life Insurance has ended, can it be reinstated?

If your insurance ends for any reason other than you have voluntarily terminated it, then you may apply to reinstate your insurance within 12 months from the date it ended. To reinstate, you must apply within 31 days after you return to being Actively at Work in an Eligible Class. Reinstatement will be effective on the later of the date:

- you agree to make any required contribution toward the cost of your insurance; and
- you are Actively at Work.

Your reinstated insurance will be:

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

Evidence of Insurability will be required if you apply for an increase in your amount of insurance in excess of your reinstated insurance.

3. ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF EMPLOYEE INSURANCE

Coverage will not be reinstated for any amount of insurance which you converted in accordance with the Conversion Privilege or continued under the Portability provision, unless you cancel such coverage.

4. ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF SPOUSE INSURANCE

When are you eligible for Spouse Voluntary Life Insurance?

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

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

When must you enroll for Spouse Voluntary Life Insurance?

You must enroll within 60 days of the date you are initially eligible for Spouse Voluntary Life Insurance, otherwise you will be considered a Late Entrant for Spouse Voluntary Life Insurance.

If you decide later you want to enroll for Spouse Voluntary Life Insurance, you will not be allowed to enroll until the next Enrollment Period unless you have a Family Status Change.

Evidence of Insurability for your Spouse will be required.

You may not enroll for Spouse Voluntary Life Insurance unless you are enrolled in Employee Voluntary Life Insurance.

When does Spouse Voluntary Life Insurance start?

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

- you are eligible for Spouse Voluntary Life Insurance;
- you are insured for Employee Voluntary Life Insurance;
- you enroll for Spouse Voluntary 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 Evidence of Insurability is required for any amount of Spouse Voluntary Life Insurance you enroll as a Late Entrant, 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 Voluntary Life Insurance will not start until you resume being Actively at Work.

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

When can you make changes in Spouse Voluntary Life Insurance?

You may request a change in your Spouse Voluntary Life Insurance benefit elections during any Enrollment Period after you are covered under the Policy and Actively at Work.

You may also request a change in Spouse Voluntary Life Insurance at any time due to a Family Status Change. Such request must be made within 31 days of the date the Family Status Change occurred.

Evidence of Insurability may be required for any change in Spouse Voluntary Life Insurance as specified in the Benefit Highlights.

When does a change in Spouse Voluntary Life Insurance start?

If you are Actively at Work, any increase in Spouse Voluntary Life Insurance or benefits (other than Family Status Changes) will start:

- on the January 1st or July 1st following the date of change, when you apply for a different incremental amount; 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 Voluntary Life Insurance, the increase in your Spouse Voluntary Life Insurance 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.

4. ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF SPOUSE INSURANCE

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

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

Whether or not you are Actively at Work, any other reduction in Spouse Voluntary Life Insurance for reasons other than a Family Status Change will start on the January 1st or July 1st following the date of change, when you reduce coverage.

If you are Actively at Work, any increase in Spouse Voluntary Life Insurance or benefits due to a Family Status Change will start on the latest of:

- the date you apply for such change in Spouse Voluntary Life Insurance, if you applied within 31 days of the Family Status Change; or
- the date you agree to make any required contribution toward the cost of insurance; or
- the date of your Family Status Change; or
- 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 Voluntary 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 Voluntary Life Insurance will not start until you resume being Actively at Work.

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

Whether or not you are Actively at Work, any reduction in Spouse Voluntary Life Insurance or benefits due to a Family Status Change will start on the date of your Family Status Change.

When does Spouse Voluntary Life Insurance end?

Spouse Voluntary 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 Voluntary Life Insurance;
- the last day for which any required premium has been paid for your Employee Voluntary Life Insurance or your Spouse Voluntary Life Insurance;
- the date you are no longer insured for Employee Voluntary Life Insurance under the Policy;
- the date your Spouse reaches age 70;
- 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 Voluntary Life Insurance?

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

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

When must you enroll for Dependent Children Voluntary Life Insurance?

You must enroll within 60 days of the date you are initially eligible for Dependent Children Voluntary Life Insurance, otherwise you will be considered a Late Entrant for Dependent Children Voluntary Life Insurance.

If you decide later you want to enroll for Dependent Children Voluntary Life Insurance, you will not be allowed to enroll until the next Enrollment Period unless you have a Family Status Change.

Evidence of Insurability for your Dependent Child will be required.

You may not enroll for Dependent Children Voluntary Life Insurance unless you are enrolled in Employee Voluntary Life Insurance.

When does Dependent Children Voluntary Life Insurance start?

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

- you are eligible for Dependent Children Voluntary Life Insurance;
 - you are insured for Employee Voluntary Life Insurance; or
 - you enroll for Dependent Children Voluntary 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 Voluntary Life Insurance and that amount will not start until we approve that amount 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 Voluntary Life Insurance will not start until you resume being Actively at Work.

If your Dependent Child is Confined, Dependent Children Voluntary Life Insurance for that Child will not start until that Child is no longer Confined. Confinement does not apply to a newborn child.

When can you make changes in Dependent Children Voluntary Life Insurance?

You may request a change in your Dependent Children Voluntary Life Insurance benefit elections during any Enrollment Period after you are covered under the Policy and Actively at Work.

You may also request a change in Dependent Children Voluntary Life Insurance at any time due to a Family Status Change. Such request must be made within 31 days of the date the Family Status Change occurred.

Evidence of Insurability may be required for any change in Dependent Children Voluntary Life Insurance as specified in the Benefit Highlights.

How can you add a child or children to your Dependent Children Voluntary Life Insurance?

After you and a Dependent Child are covered under the Policy, and you are Actively at Work, any child who becomes one of your Dependent Children will automatically be covered without Evidence of Insurability.

How does Dependent Children Voluntary 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 Voluntary 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:

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

- enroll for Dependent Children Voluntary 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 Voluntary Life Insurance.

If you are covered under the Policy and have Dependent Children Voluntary 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 Voluntary Life Insurance end?

Dependent Children Voluntary 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 Voluntary Life Insurance;
- the last day for which any required premium has been paid for your Employee Voluntary Life Insurance or your Dependent Children Voluntary Life Insurance;
- the date you are no longer insured for Employee Voluntary Life Insurance under the Policy;
- 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 VOLUNTARY LIFE INSURANCE BENEFITS

EMPLOYEE VOLUNTARY LIFE INSURANCE BENEFIT

What is the Employee Voluntary Life Insurance benefit?

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

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

If you die while insured under the Policy, we will pay an Employee Voluntary Life Insurance benefit equal to the lesser of:

- your elected Employee Voluntary Life Insurance amount as shown in the Benefit Highlights; or
- the Employee Guaranteed Issue Amount as shown in the Benefit Highlights, plus any amount of insurance over your Guaranteed Issue Amount for which we have approved your Evidence of Insurability.

Your Employee Voluntary Life Insurance benefit cannot exceed the maximum benefit for Voluntary Life Insurance as shown in the Benefit Highlights.

Your amount of Employee Voluntary Life Insurance is subject to the Exclusions and any Evidence of Insurability requirements, age reductions or 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 Voluntary 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.

ACCELERATED BENEFIT

What is the Accelerated Benefit?

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

When are you eligible for an Accelerated Benefit?

You are eligible for an Accelerated Benefit if:

- you are Actively at Work under the Policy; and
- you have been insured under the Policy for Employee Voluntary Life Insurance for at least 60 days; and
- you have experienced a Qualifying Event; and
- you are insured for at least \$20,000 of Employee Voluntary Life Insurance.

How do you receive an Accelerated 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 Voluntary 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 Benefit to be paid.

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

Are there any charges if the Accelerated Benefit is requested?

No.

What is the amount of the Accelerated Benefit?

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

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

If you have received an Accelerated Benefit your Employee Voluntary Life Insurance benefit under the Policy will be reduced by an amount equal to the Accelerated Benefit paid. The reduced amount remains subject to the Policy's terms and conditions.

6. COVERED EMPLOYEE VOLUNTARY LIFE INSURANCE BENEFITS

CONVERSION PRIVILEGE

What is the Conversion Privilege?

If your Employee Voluntary 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 Voluntary Life Insurance coverage be converted and how much can be converted?

If your Employee Voluntary 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;
- your attainment of a specified age; 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 Voluntary Life Insurance in your Eligible Class;
- a revision to the Policy to terminate your Eligible Class; or
- termination of the Employee Voluntary 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.

You will be issued an individual life insurance policy without providing Evidence of Insurability.

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 the third party administrator of your right to exercise the Conversion Privilege within 15 days following the date your Employee Voluntary Life Insurance ceases or reduces, you will have an additional 15 days from the end of the 31 Day Conversion Period to exercise it. 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 for the purposes of conversion, 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 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.

6. COVERED EMPLOYEE VOLUNTARY LIFE INSURANCE BENEFITS

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

If you die within 31 days of the date your Employee Voluntary 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 Voluntary Life Insurance that you would have been eligible to convert. If you die more than 31 days after the date your Employee Voluntary 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 Voluntary Life Insurance ceases or reduces, no benefit is payable.

7. COVERED SPOUSE VOLUNTARY LIFE INSURANCE BENEFITS

SPOUSE VOLUNTARY LIFE INSURANCE BENEFIT

What is the Spouse Voluntary Life Insurance benefit?

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

What is the amount of the Spouse Voluntary Life Insurance benefit?

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

Your Spouse Voluntary Life Insurance benefit cannot exceed the maximum benefit for Spouse Voluntary Life Insurance as shown in the Benefit Highlights.

Your amount of Spouse Voluntary 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 had previously exercised the Policy's Conversion Privilege or Portability provision, your amount of Spouse Voluntary 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.

CONVERSION PRIVILEGE

What is the Conversion Privilege?

If your Spouse Voluntary Life Insurance ceases or reduces, you or your Spouse may be able to convert the amount that ceased or reduced to an individual life insurance policy. You or your Spouse 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 Voluntary Life Insurance coverage be converted and how much can be converted?

If your Spouse Voluntary Life Insurance 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;
- your attainment of a specified age;
- your Spouse's attainment of a specified age;
- termination of coverage under the Insurance Continuation provision;
- termination of the Spouse Voluntary Life Insurance;
- your Spouse no longer meeting the definition of Spouse; or
- your death;

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

If your Spouse has been continuously insured under the policy for at least five years, and all or part of your Spouse Voluntary Life Insurance ceases or is reduced due to:

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

then you or your Spouse may apply for an individual life insurance policy on the Spouse's life. 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 your Spouse becomes eligible for under any group policy within 31 days after your Spouse Voluntary Life Insurance ceased or reduced.

You or your Spouse will be issued an individual life insurance policy without providing Evidence of Insurability.

How can you or your Spouse exercise the Conversion Privilege?

7. COVERED SPOUSE VOLUNTARY LIFE INSURANCE BENEFITS

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

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

If you or your Spouse are not provided notice by the third party administrator of your or your Spouse's right to exercise the Conversion Privilege within 15 days following the date your Spouse Voluntary Life Insurance ceases or reduces, you or your Spouse will have an additional 15 days from the end of the 31 Day Conversion Period to exercise it. Otherwise, you or your Spouse must exercise the Conversion Privilege within the 31 Day Conversion Period.

What type of individual life insurance policy is available?

The individual life policy may be any plan of life insurance offered by us for the purposes of conversion, 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 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 your Spouse 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 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 your Spouse dies within 31 days of the date your Spouse Voluntary Life Insurance ceases or reduces?

If your Spouse dies within 31 days of the date your Spouse Voluntary 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 Voluntary Life Insurance that you would have been eligible to convert on the life of your Spouse. If your Spouse dies more than 31 days after the date your Spouse Voluntary Life Insurance ceases or reduces, no death benefit is payable for that person. Thus, even if your Spouse dies during a period of time in which you or your Spouse may still exercise the Conversion Privilege, but that period of time is more than 31 days after the date your Spouse Voluntary Life Insurance ceases or reduces, no death benefit is payable for that person.

8. COVERED DEPENDENT CHILDREN VOLUNTARY LIFE INSURANCE BENEFITS

DEPENDENT CHILDREN VOLUNTARY LIFE INSURANCE BENEFIT

What is the Dependent Children Voluntary Life Insurance benefit?

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

What is the amount of the Dependent Children Voluntary Life Insurance benefit?

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

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

If you or your Dependent Child had previously exercised the Policy's Conversion Privilege or Portability provision, your amount of Dependent Children Voluntary 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.

CONVERSION PRIVILEGE

What is the Conversion Privilege?

If your Dependent Children Voluntary Life Insurance ceases or reduces, you or your Dependent Child may be able to convert the amount that ceased or reduced to an individual life insurance policy. You or your 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 Dependent Children Voluntary Life Insurance coverage be converted and how much can be converted?

If your Dependent Children Voluntary Life Insurance 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;
- your attainment of a specified age; or
- termination of coverage under the Insurance Continuation provision; or
- termination of the Dependent Children Voluntary Life Insurance; or
- your Dependent Child no longer meeting the definition of Dependent Child; or
- your death;

then you or your Dependent Child may apply for an individual life insurance policy on the Dependent Child's life up to the amount of life insurance that ceased or reduced.

If your Dependent Child has been continuously insured under the policy for at least five years, and all or part of your Dependent Children Voluntary Life Insurance ceases or is reduced due to:

- a revision to the Policy to reduce the amount Dependent Children Voluntary Life Insurance in your Eligible Class; or
- a revision to the Policy to terminate your Eligible Class; or
- termination of the Dependent Children Voluntary Life Insurance benefit provision;

then you or your Dependent Child may apply for an individual life insurance policy on the Dependent Child's life. 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 your Dependent Child becomes eligible for under any group policy within 31 days after your Dependent Children Voluntary Life Insurance ceased or reduced.

You or your Dependent Child will be issued an individual life insurance policy without providing Evidence of Insurability.

8. COVERED DEPENDENT CHILDREN VOLUNTARY LIFE INSURANCE BENEFITS

How can you or your Dependent Child exercise the Conversion Privilege?

To exercise the Conversion Privilege, you or your Dependent Child must apply for it in writing and pay the first premium within 31 days following the date your Dependent Children Voluntary Life Insurance ceases or reduces. This is your Dependent Child's 31 Day Conversion Period.

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

If you or your Dependent Child are not provided notice by the third party administrator of your or your Dependent Child's right to exercise the Conversion Privilege within 15 days following the date your Dependent Children Voluntary Life Insurance ceases or reduces, you or your Dependent Child will have an additional 15 days from the end of the 31 Day Conversion Period to exercise it. Otherwise, you or your Dependent Child must exercise the Conversion Privilege within the 31 Day Conversion Period.

What type of individual life insurance policy is available?

The individual life policy may be any plan of life insurance offered by us for the purposes of conversion, 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 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 your 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 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 insurance policy will be the day after the 31 Day Conversion Period.

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

If your Dependent Child dies within 31 days of the date your Dependent Children Voluntary 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 Dependent Children Voluntary Life Insurance that you would have been eligible to convert on the life of your Dependent Child. If your Dependent Child dies more than 31 days after the date your Dependent Children Voluntary Life Insurance ceases or reduces, no death benefit is payable for that person. Thus, even if your Dependent Child dies during a period of time in which you or your Dependent Child may still exercise the Conversion Privilege, but that period of time is more than 31 days after the date your Dependent Children Voluntary Life Insurance ceases or reduces, no death benefit is payable for that person.

9. EXCLUSION

What is the Policy exclusion that prevents an Employee Voluntary Life Insurance benefit from being paid?

If your cause of death is suicide:

- No death benefit amount of Employee Voluntary Life Insurance is payable if your suicide occurs within 24 months from the date your Employee Voluntary Life Insurance starts.
- No increased or additional amount of Employee Voluntary Life Insurance you request is payable if the suicide occurs within 24 months from the date your requested increased or additional amount of Employee Voluntary Life Insurance starts.

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

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

If your Spouse's cause of death is suicide:

- No death benefit amount of Spouse Voluntary Life Insurance is payable if your Spouse's suicide occurs within 24 months after your Spouse's Voluntary Life Insurance first starts.
- No increased or additional amount of Spouse Voluntary Life Insurance you request is payable if your Spouse's suicide occurs within 24 months from the date your requested increased or additional amount of Spouse Voluntary Life Insurance starts.

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

10. CLAIM PROVISIONS

How is a claim for Life Insurance benefits submitted?

You or someone on your behalf or a Beneficiary must send us written notice of claim and Proof of claim within the time limits specified below. The third party administrator has the notice of claim and Proof of claim forms.

NOTICE OF CLAIM

When does written notice of claim have to be submitted?

For a Life Insurance benefit, written notice of claim must be given to us no later than 30 days after the date of death.

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

CLAIM FORMS

When we receive written notice of claim, we 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 us without waiting to receive the Proof of claim forms.

PROOF OF CLAIM

When does written Proof of claim have to be submitted?

For a Life Insurance benefit, written Proof of claim must be given to us no later than 90 days after date of death.

If Proof cannot be given within the time limit, 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 you are legally incompetent.

What is considered Proof of claim?

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

- a description of the loss;
- the date the loss occurred;
- the cause of the loss;
- hospital records, physician records, x-rays, narrative reports, or lab, toxicology or other diagnostic testing materials as needed to determine the claim;
- police accident reports;
- the Death Certificate; and
- any other information we may require to make a claim determination.

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

PAYMENT OF BENEFITS

When are benefits payable?

Benefits are payable immediately when we receive Proof of claim that establishes benefit eligibility according to the provisions of the Policy and we approve the claim.

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.

10. CLAIM PROVISIONS

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 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.

We will review the claim on receipt of the written request for review, and will notify you of our 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, we will notify you in Writing of the special circumstances requiring the extension and the date by which we expect to make a determination on review. The extension cannot exceed a period of 45 days from the end of the initial 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 we send 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 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.

10. CLAIM PROVISIONS

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 Employee Voluntary Life Insurance benefit. If no beneficiary is alive on the date of your death or if there is no Beneficiary designation, the Voluntary Life Insurance benefit will be payable to your estate. The Beneficiary designation must be in Writing, in a manner acceptable to us, dated and Signed by you and on file with the third party administrator.

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 \$250 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:

- 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.

11. INSURANCE CONTINUATION

Are there any conditions under which your insurance can continue?

While the Policy is in force and subject to the conditions stated in the Policy, you 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 for any of the following reasons and durations:

- Absence due to Injury or Sickness – up to 12 months
- Layoff – up to 5 months
- Leave of Absence (including Family and Medical Leave of Absences) – up to 5 months
- Between Employer assignments – up to 5 months
- Vacation – based on your IBEW Railroad's policy, not to exceed 3 months.

You should contact the third party administrator for more details.

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 the third party administrator 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 the third party administrator for more details.

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

12. 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 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
- 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 or Dependent Children 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?

You must complete an application for portable insurance and send it to us with payment of the first premium within 31 days of the date your employment terminates. The application for portable insurance is available from the third party administrator.

What is the amount of portable insurance you can apply for?

You may apply for portable insurance in an amount up to 100% of each Insured's amount of insurance in force under the Policy on the date your employment terminates to a maximum of \$500,000 for each Insured. Amounts in excess of the maximum may be converted to an individual life insurance policy.

If you are insured for Basic Life Insurance, Voluntary Life Insurance, Basic Accidental Death and Dismemberment Insurance and/or Voluntary Accidental Death and Dismemberment Insurance under a Policy issued by us, the total combined amount of portable insurance you may apply for cannot exceed \$1,000,000 per Insured.

When does your portable insurance start?

After your employment terminates, portable insurance will start on the later of the following:

- the date we approve the application for portable insurance; or
- the date we receive the first premium payment for portable insurance.

Your portable insurance will be provided under an insurance policy we make available for this purpose. Your portable insurance may not be identical to your current insurance under the Policy. The premium for the portable insurance will be determined by the amount of portable insurance and the rate charged for the standard class of risk and age to which each Insured belongs on the effective date of the portable insurance policy.

If your application for portable insurance is declined, you will be given a 31-day period to apply for an individual life insurance policy under the Conversion Privilege.

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 Voluntary 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 the third party administrator and will take effect as of the date Signed. We will honor your prior assignment of rights and benefits under an 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 Employee Voluntary Life Insurance to another person. Any request for change in Beneficiary must be in Writing, in a manner acceptable to us, dated and Signed by you and on file with the third party administrator. 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, third party administrator, or the Employer:

- will not terminate insurance that would otherwise have been effective.
- will not continue insurance that would otherwise have ceased or should not have been in effect.

If appropriate, a fair adjustment of premium will be made to correct the error subject to the "Limit of Premium Refunds" section.

This provision does not apply to benefit administration errors by the Policyholder, thir party administrator, or the Employer which results in an Employee:

- not enrolling for insurance within required time limits;
- not providing required Evidence of Insurability;

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- 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 LAW

What is the effect of Conformity with Law?

Any provision in this Policy that is in conflict with the requirements of any state or federal law that apply to this Policy are automatically changed to satisfy the minimum requirements of such laws.

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 an Insured relating to insurability for such insurance will be used to contest the validity of that insurance after the insurance has been in force for a period of two years during that individual's lifetime. The statement must be contained in a form signed by that individual and provided to the Policyholder or to us.

This provision shall not preclude the assertion at any time of a defense to a claim based upon the Insured's eligibility for insurance.

INSURER'S AUTHORITY

What is our authority?

Sun Life has discretionary authority to make all final determinations regarding claims for benefits under the Policy. This discretionary authority includes, but is not limited to, the right to determine eligibility for benefits and the amount of any benefits due and to construe the terms of the Policy.

Any decision made by us in the exercise of this authority, including review of a denial of a benefit, is conclusive and binding on all parties. Any court reviewing such a decision shall uphold it unless the claimant proves that it was arbitrary and capricious.

LEGAL PROCEEDINGS

What are the time limits for legal proceedings?

No legal action may start:

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- prior to the expiration of 60 days and after written Proof of loss has been given; or
- after the expiration of 3 years after the time written Proof of loss is required.

LIMIT OF PREMIUM REFUNDS

Is there a limit on premium refunds?

Whether premiums were paid in error or otherwise, we will refund only that part of the excess premium that was paid during the 12-month period that preceded the date we learned of such overpayment.

MISSTATEMENT OF AGE

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

If the age of the insured is misstated:

- a fair adjustment of premium will be made, subject to the "Limit of Premium Refunds" section; and
- the actual facts will decide whether, and in what amount, and for what duration insurance is valid under the Policy.

NON-PARTICIPATING

Does the Policy participate in dividends?

The Policy is non-participating and will not share in any profits or surplus earnings of Sun Life Assurance Company of Canada and, therefore, no dividends are payable.

PREMIUM PAYMENTS AS EVIDENCE OF INSURANCE

Does the payment of premiums guarantee coverage under the Policy?

The receipt of premiums by us is not a guarantee of insurance. Eligibility for benefits will be determined at the time of claim submission and in order to receive a benefit under the Policy, all Policy requirements must be satisfied. If we determine that you or your Spouse or your Dependent Child are not eligible for coverage, you should contact the third party administrator regarding the refund of premiums due, if any.

REIMBURSEMENT

What if a benefit is underpaid or overpaid?

Reimbursement will be made to us for any overpayments that we may make due to any reason.

You must repay us within 60 days unless we agree to a longer time period. Deductions may be made from future benefit payments to recover any such overpayments.

If we have underpaid a benefit for any reason, we will make a lump sum payment for that amount.

Interest does not accrue on any underpaid or overpaid benefit unless required under the applicable law.

STATEMENTS

Are statements warranties?

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

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TIME PERIODS

What time periods apply to this Certificate?

For the purpose of effective dates and termination dates under this Certificate, all days begin at 12:00 midnight and end at 11:59:59 PM at the Policyholder's location.

SUN LIFE ASSURANCE COMPANY OF CANADA

Group Term Voluntary Life Insurance Certificate

Non-Participating

