

SUN LIFE ASSURANCE COMPANY OF CANADA

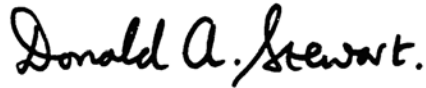
Policyholder: Willamette University
Policy Number: 29399 - 002
Policy Effective Date: January 1, 2006
Policy Anniversary: January 1, 2007
Policy Amendment Effective Date: January 1, 2006

This Policy is delivered in Oregon and is subject to the laws of that jurisdiction. Premiums are due and payable monthly on the first day of each month. Policy anniversaries will be annual beginning on January 1, 2007.

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

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

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



Chief Executive Officer

READ YOUR POLICY CAREFULLY

Group Term Insurance Policy

Non-Participating

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**Section I
Schedule of Benefits**

ELIGIBLE CLASSES

All Full-Time Employees scheduled to work at least 30 hours per week.

WAITING PERIOD

All Employees who had LTD coverage with another company within 120 days prior to being employed by Willamette University

None

All Other Employees

Until the first of the month coincident with or next following the date of employment

LONG TERM DISABILITY INCOME INSURANCE

CLASSIFICATION

All Eligible Employees

- a. The **Benefit Percentage** is: 60% of Total Monthly Earnings.
- b. The **Maximum Monthly Benefit** is: \$6,000.

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

Elimination Period

180 days

Maximum Benefit Period

Age at Disability

Less than age 60

60

61

62

63

64

65

66

67

68

69 and over

Maximum Benefit Period

To age 65, but not less than 60 months

60 Months

48 Months

42 Months

36 Months

30 Months

24 Months

21 Months

18 Months

15 Months

12 Months

Section I
Schedule of Benefits

CONTRIBUTIONS

Employees will not contribute to the cost of their Long Term Disability Insurance.

INITIAL MONTHLY PREMIUM RATES

Long Term Disability Insurance

Refer to Attachment A

The initial monthly premium rates are guaranteed until December 31, 2008, unless otherwise specified in Section VIII, Premiums. See Section VIII, Premiums for more information.

Section II Definitions

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

For purposes of this Policy:

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

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

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

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

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

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

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

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

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

Employee means a person who is employed by the Employer, scheduled to work at least the number of hours shown in Section I, Schedule of Benefits, and paid regular earnings.

Employer means Willamette University and includes any Subsidiary or Affiliated company named in the Application.

Evidence of Insurability means a statement or proof of an Employee's medical history upon which acceptance for insurance will be determined by Sun Life.

Grace Period means the 31 days following a premium due date.

Hospital or Institution means a facility licensed to provide full-time medical care and treatment under the direction of a full-time staff of licensed physicians.

Injury means bodily impairment resulting directly from an accident and independently of all other causes. Any Injury must occur and any disability must begin while the Employee is insured under this Policy.

Section II Definitions

Non-Contributory Insurance means insurance for which the premium is paid entirely by the Employer.

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

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

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

Policyholder means the entity to whom the Policy is issued.

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

Retirement Plan means a program which provides retirement benefits to Employees and is not funded wholly by Employee contributions. The term will not include a 401(k) plan, a 403(b) plan, a profit sharing plan, a thrift plan, an individual retirement account (IRA), a tax sheltered annuity (TSA), a stock ownership plan, or a nonqualified plan of deferred compensation.

Employer's Retirement Plan will include any Retirement Plan:

1. which is part of any federal, state, county, municipal or association retirement system; and
2. the Employee is eligible for as a result of employment with the Employer.

Sickness means illness, disease or pregnancy. Any disability, because of Sickness, must begin while the Employee is insured under this Policy.

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

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

Section II Definitions

The following Definitions are applicable to Long Term Disability Insurance

Disability Earnings means the employment income an Employee receives while Partially Disabled or income an Employee receives while participating in an approved Rehabilitation program. Disability Earnings does not include income an Employee receives from work performed prior to his Total or Partial Disability, nor income that is not derived from work performed.

Drug and Alcohol Illness means an illness which results from the abuse of alcohol, drugs or derivatives.

Elimination Period means a period of continuous days of Total or Partial Disability for which no LTD Benefit is payable. The Elimination Period is shown in Section I, Schedule of Benefits and begins on the first day of Total or Partial Disability.

If the Employee returns to work for 15 working days or less during the Elimination Period and cannot continue working, the Total or Partial Disability will be treated as continuous. However, only those days that the Employee is Totally or Partially Disabled will count toward satisfying the Elimination Period.

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

Gainful Occupation means employment that an Employee is qualified for by education training or experience and is or can be expected to provide an Employee with an income of at least 60% of his Indexed Total Monthly Earnings.

Gross Monthly Benefit means the Employee's Monthly Benefit before any reduction of Other Income Benefits as described in Section IV, Long Term Disability Income Benefits and before any reduction of Disability Earnings.

Indexed Total Monthly Earnings means the Employee's Total Monthly Earnings prior to the date his Total or Partial Disability began adjusted on the first of the month following 12 calendar months of Partial Disability Benefit payments and each annual anniversary thereafter. Each adjustment to the Indexed Total Monthly Earnings is the lesser of 10% or the current annual percentage increase in the Consumer Price Index for Wage Earners and Clerical Workers as published monthly by the U.S. Department of Labor. Sun Life reserves the right to use some other similar measurement if the Department of Labor changes or stops publishing the Consumer Price Index.

LTD means Long Term Disability.

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

Maximum Monthly Benefit means the largest amount payable monthly to an Employee under this Policy. The Maximum Monthly Benefit is shown in Section I, Schedule of Benefits.

Section II Definitions

Mental Illness means mental, nervous, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, dysfunction or syndrome regardless of cause, including any biological or biochemical disorder or imbalance of the brain. Mental Illness includes, but is not limited to, bipolar affective disorder, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, anxiety and anxiety disorders and any other mental and nervous condition classified in the Diagnostic and Statistical Manual (DSM) of the American Psychiatric Association, in effect on the date of Total or Partial Disability or a comparable manual if the American Psychiatric Association stops publishing the (DSM).

Partial Disability or Partially Disabled means during the Elimination Period and the next 24 months, the Employee, because of Injury or Sickness, is unable to perform the Material and Substantial Duties of his Regular Occupation and the Employee has Disability Earnings of less than 80% of his Indexed Total Monthly Earnings. After Total or Partial Disability benefits combined have been paid for 24 months, the Employee will continue to be Partially Disabled if he is unable to perform with reasonable continuity any Gainful Occupation for which he is or becomes reasonably qualified for by education, training or experience and the Employee has Disability Earnings of less than 60% of his Indexed Total Monthly Earnings.

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

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

Primary Social Security means benefits paid under the Federal Social Security Act to an Employee if he becomes Totally or Partially Disabled.

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

Social Security means the Federal Social Security Act which provides social insurance on a national scale.

Total Disability or Totally Disabled means during the Elimination Period and the next 24 months, the Employee, because of Injury or Sickness, is unable to perform the Material and Substantial Duties of his Regular Occupation. After Total or Partial Disability benefits combined have been paid for 24 months, the Employee will continue to be Totally Disabled if he is unable to perform with reasonable continuity any Gainful Occupation for which he is or becomes reasonably qualified for by education, training or experience.

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

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

Total Monthly Earnings means the Employee's basic monthly earnings as reported by the Employer immediately prior to the first date Total or Partial Disability begins. Total Monthly Earnings does not include commissions, bonuses, overtime pay or any other extra compensation.

If an Employee is paid on an hourly basis, Total Monthly Earnings will be based on the Employee's hourly rate of pay, but will not exceed 40 hours per week.

Section III Eligibility and Effective Dates

A. Eligible Classes

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

B. Eligibility Date

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

1. January 1, 2006; or
2. the Employee's first day of employment for All Employees who had LTD coverage with another company within 120 days prior to being employed by Willamette University.
3. the first day of the month coincident with or next following the Employee's date of employment for All Other Employees.

If a former Employee is rehired by the Employer within 6 months of his termination date, all past periods of employment during which the Employee was Actively at Work with the Employer will count towards completion of the Waiting Period. The Employee's Eligibility Date will be the later of the date he is rehired or the day after completion of the Waiting Period.

If a former Employee is rehired by the Employer 6 months or later after his termination date, the Employee's Eligibility Date will be the day after he completes a new Waiting Period.

C. Effective Date of Insurance

An Employee will be insured, subject to the Delayed Effective Date of Insurance, on his Eligibility Date.

Delayed Effective Date of Insurance

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

Refusal of Coverage

If an eligible Employee declines his insurance, or terminates his insurance in writing while continuing to be eligible, the Employee will become insured after he applies for insurance and Evidence of Insurability is approved by Sun Life.

Changes in Insurance

Changes in an Employee's amount of insurance due to a change in an Employee's salary will take effect immediately upon the date of change.

However, any increase in insurance will be subject to the Delayed Effective Date of Insurance provision.

Section IV
Benefit Provisions

Long Term Disability Income Benefits

If Sun Life receives Notice and Proof of Claim that an Employee is Totally or Partially Disabled, a Net Monthly Benefit will be payable, subject to the Limitations and Exclusions.

To be eligible to receive a Net Monthly Benefit, the Employee must:

1. satisfy the Elimination Period with the required days of Total or Partial Disability;
2. provide proof of continued Total or Partial Disability; and
3. have regular and continuing care by a Physician who provides appropriate treatment and regular examination and testing in accordance with the disabling condition.

Proof of Total or Partial Disability must be given to Sun Life upon request and at the Employee's expense.

A Net Monthly Benefit will:

1. be payable at the end of each month for that month.
2. include reductions described as Other Income Benefits.
3. include reductions for Disability Earnings (if applicable).
4. be paid on a pro-rata basis. An amount equal to 1/30 of the Net Monthly Benefit is payable for each day of Total or Partial Disability that is less than a full month.
5. not be less than the Minimum Monthly Benefit specified in the Schedule of Benefits.

Total Disability Benefit

If an Employee is Totally Disabled, the Net Monthly Benefit will be calculated based on the Total Disability Benefit formula. An Employee qualifies for this benefit if:

- the Employee is not working or is earning less than 20% of his Indexed Total Monthly Earnings; and
- during the Elimination Period and the next 24 months, the Employee, because of Injury or Sickness, is unable to perform the Material and Substantial Duties of his Regular Occupation.

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

To determine the Total Disability Benefit:

1. Take the lesser of:
 - a. the Employee's Total Monthly Earnings multiplied by the Benefit Percentage (shown in Section I, Schedule of Benefits); or
 - b. the Maximum Monthly Benefit (shown in Section I, Schedule of Benefits); then
2. Subtract Other Income Benefits from the amount determined in Step 1.

Section IV
Benefit Provisions

Long Term Disability Income Benefits

Partial Disability Benefit

If an Employee is Partially Disabled, the Net Monthly Benefit will be calculated based on the Partial Disability Benefit formula. An Employee qualifies for this benefit if:

- the Employee is working and has Disability Earnings of more than 20% but less than 80% of his Indexed Total Monthly Earnings; and
- during the Elimination Period and the next 24 months, the Employee, because of Injury or Sickness, is unable to perform the Material and Substantial Duties of his Regular Occupation.

After Total or Partial Disability benefits combined have been paid for 24 months, the Employee will continue to qualify for this benefit if he is unable to perform with reasonable continuity any Gainful Occupation for which he is, or becomes, reasonably qualified for by education, training or experience and has Disability Earning of less than 60% of his Indexed Total Monthly Earnings.

To determine the Partial Disability Benefit for the first 12 months of the Employee's Partial Disability:

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

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

After Partial Disability benefits have been paid for 12 months and the Employee continues to be Partially Disabled, the following proportionate loss formula will be used to determine the Net Monthly Benefit:

(A divided by B) multiplied by C

where:

A = The Employee's Indexed Total Monthly Earnings minus the Employee's monthly Disability Earnings.

B = The Employee's Indexed Total Monthly Earnings.

C = The Total Disability Benefit.

Section IV
Benefit Provisions

Long Term Disability Income Benefits

Other Income Benefits

Other Income Benefits are those benefits provided or available to the Employee while a Long Term Disability Benefit is payable. These Other Income Benefits, other than retirement benefits, must be provided as a result of the same Total or Partial Disability payable under this Policy. Other Income Benefits include:

1. The amount the Employee is paid under:
 - a. Workers' Compensation Law; or
 - b. Occupational Disease Law; or
 - c. Unemployment Compensation Law; or
 - d. Compulsory Benefit Act or Law; or
 - e. an automobile no-fault insurance plan; or
 - f. any other act or law of like intent.
2. The Railroad Retirement Act (including any dependent benefits).
3. Any labor management trustee, union or employee benefit plans that are funded in whole or in part by the Employer.
4. Any disability income benefits the Employee is paid under:
 - a. any other group insurance plan of the Employer;
 - b. any governmental retirement system as a result of the Employee's job with his Employer.
5. The benefits the Employee receives under his Employer's Retirement Plan as follows:
 - a. any disability benefits;
 - b. the Employer-paid portion of any retirement benefits.

(Disability benefits that reduce the Employee's accrued retirement benefit will be treated as a retirement benefit. Retirement benefits do not include any amount rolled over or transferred to any other retirement plan as defined in Section 402 of the Internal Revenue Code.)

Section IV
Benefit Provisions

Long Term Disability Income Benefits

6. The disability or retirement benefits under the United States Social Security Act, or any similar plan or act, as follows:
 - a. Disability benefits the Employee is eligible to receive.
 - b. Disability benefits the Employee's spouse, child or children are eligible to receive because of the Employee's Total or Partial Disability unless the dependent benefits are paid directly to the divorced spouse or to the children in custody of the divorced spouse.
 - c. Retirement benefits received by the Employee.
 - d. Retirement benefits the Employee's spouse, child or children receive because of the Employee's receipt of retirement benefits unless the dependent benefits are paid directly to the divorced spouse or to the children in custody of the divorced spouse.

If an Employee's Total or Partial Disability begins after Social Security Normal Retirement Age, Social Security Retirement Benefits will not be offset if, prior to his Total or Partial Disability, he was already receiving Social Security Retirement Benefits.

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

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

Section IV
Benefit Provisions

Long Term Disability Income Benefits

Lump Sum Payment

If an Employee receives a lump sum payment for any Other Income Benefits, Sun Life will prorate the lump sum on a monthly basis over the time period specified for the lump sum payment. If no time period is stated, the lump sum payment will be prorated on a monthly basis over a reasonable period of time as determined by Sun Life.

Required Application for Other Income

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

Social Security Disability Income Assistance Program

Sun Life, at the Employee's request, will assist the Employee (if appropriate) through the various levels of the Social Security claim process. Sun Life will assist an Employee with his application and through the appeals process.

Adjustment of Benefits

The Employee must notify Sun Life in writing, within 31 days of receipt of notice, of the amount of Other Income Benefits when it is approved or if the amount is adjusted (other than for cost of living increases). Sun Life will make an adjustment to the Net Monthly Benefit payment when Sun Life receives the written notice of the amount of the Other Income Benefit.

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

If after Sun Life makes an adjustment to the Net Monthly Benefit the Employee has been overpaid, the Employee must reimburse Sun Life the amount of the overpayment within 31 days of the award. Sun Life has the right to reduce or eliminate future LTD benefit payments until the amount of the overpayment has been repaid. During the overpayment reimbursement period, the Minimum Monthly Benefit will not apply.

Cost of Living Freeze

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

**Section IV
Benefit Provisions**

Long Term Disability Income Benefits

Waiver of Premium for Totally or Partially Disabled Employees

LTD premium payments for a Totally or Partially Disabled Employee are waived during any period LTD benefits are payable under this Policy. If this Policy is in force when the Employee's Total or Partial Disability ends, the Employee will remain insured if he returns to an Actively at Work status in an Eligible Class and premium payments for the Employee are resumed.

Termination of Long Term Disability Benefits

Total or Partial Disability Benefits will cease on the earliest of:

1. the date the Employee is no longer Totally or Partially Disabled.
2. the date the Employee dies.
3. the end of the Maximum Benefit Period.
4. the date the Employee fails to provide adequate employment earnings information or proof of continuing Total or Partial Disability as requested.
5. the date the Employee refuses to complete a rehabilitative assessment or the date the Employee ceases to participate in the Sun Life approved Rehabilitation Program without Good Cause.
6. during the first 24 months of Partial Disability, the date the Employee's Disability Earnings exceed 80% of his Indexed Total Monthly Earnings.
7. after 24 months of Partial Disability, the date the Employee's Disability Earnings exceed 60% of his Indexed Total Monthly Earnings.
8. for the first 24 months of Total or Partial Disability, the date Sun Life determines the Employee is able to perform on a full-time basis, the Material and Substantial Duties of his Regular Occupation, even if the Employee chooses not to work.
9. after the first 24 months of Total or Partial Disability, the date Sun Life determines the Employee is able to perform on a full-time basis, any Gainful Occupation for which he is or becomes reasonably qualified for by education, training or experience, even if the Employee chooses not to work.

Full-time basis means for the first 24 months of Total or Partial Disability, the Employee is able or has the capacity to perform the Material and Substantial Duties of his Regular Occupation for the number of hours the Employee normally performed his Regular Occupation prior to his Total or Partial Disability. After 24 months of Total or Partial Disability, the Employee is able or has the capacity to perform any Gainful Occupation for the number of hours the Employee normally performed his Regular Occupation prior to his Total or Partial Disability.

However, if the Employee normally performed his Regular Occupation on an average in excess of 40 hours per week, Sun Life will consider the Employee able to perform that requirement if the Employee works or has the capacity to work 40 hours per week.

Section IV
Benefit Provisions

Long Term Disability Income Benefits

Successive Periods

Successive periods of Total or Partial Disability after a Net Monthly Benefit was payable will be considered a single period if the Employee, in the time between the successive periods, was Actively at Work for less than:

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

The Employee will not have to complete a new Elimination Period. The LTD benefit will continue to be calculated based on the Employee's Total Monthly Earnings in effect at the time the initial period of Total or Partial Disability began. The LTD benefit will be payable, in total, for no longer than the Maximum Benefit Period at the time of the initial period of Total or Partial Disability.

This successive periods provision will cease to apply on the earliest of the following dates:

1. the date the Employee becomes eligible for coverage under any other group LTD policy; or
2. the date this Policy is terminated; or
3. the date the Employee refuses to complete a rehabilitative assessment or the date the Employee ceases to participate in the Sun Life approved Rehabilitation Program without Good Cause.

Rehabilitation Services

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

- a. job modification;
- b. job placement;
- c. retraining;
- d. other activities reasonably necessary to help the Employee return to work.

Sun Life may require an Employee to participate in a rehabilitation assessment or a Rehabilitation Program at Sun Life's expense. Sun Life will work with the Employee, the Employer and the Employee's Physician and others, as appropriate, to develop a Rehabilitation Program. If the Employee refuses to participate in the rehabilitation efforts, Long Term Disability Income Benefits will cease to be payable.

Eligibility for vocational Rehabilitation Services is based on the Employee's education, training, experience and physical/mental capabilities. Sun Life determines whether an Employee is eligible for vocational Rehabilitation Services.

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

Section IV
Benefit Provisions

Long Term Disability Income Benefits

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

If the Employee participates in a Sun Life approved Rehabilitation Program, the Employee will receive the greater of:

- the Employee's Benefit Percentage (as shown in Section I, Schedule of Benefits) multiplied by 1.10; or
- the Employee's Net Monthly Benefit payable multiplied by 1.10.

To calculate the increased benefit:

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

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

The increased amount will cease on the earliest of:

1. the date the Employee completes his Rehabilitation Program; or
2. the date the Employee ceases to participate in his Rehabilitation Program without Good Cause; or
3. the date his LTD benefits cease; or
4. 12 months after his Rehabilitation Program began.

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

Reasonable Accommodation Benefit

If an Employee would be able to return to part-time or full-time work with the Employer with a modification to the Employer's workplace, Sun Life may reimburse the Employer (if appropriate) for the reasonable expenses to modify the Employer's workplace up to a maximum of \$2,000 unless Sun Life otherwise approves in writing.

Reasonable Accommodation means expenses the Employer incurs to accommodate an Employee's Total or Partial Disability. This includes expenses for tools, equipment, furniture, or any other changes to an Employee's work environment that Sun Life agrees will allow the Employee to return to work.

Sun Life may pay (if appropriate) a Reasonable Accommodation Benefit if:

1. Sun Life approves, in writing, the workplace modification; and
2. the Employer incurs expenses to make the modification to the Employer's workplace; and
3. the Employee returns to work for the Employer on a part-time or full-time basis; and
4. the Employee was insured under this Policy on the date Total or Partial Disability began.

Section IV
Benefit Provisions

Long Term Disability Income Benefits

Survivor Benefit

Sun Life will pay a benefit to the Employee's Eligible Survivor when satisfactory proof is received that the Employee died:

1. after Total or Partial Disability had continued for 180 or more consecutive days; and
2. while eligible to receive a Net Monthly Benefit.

The benefit will be 3 times the Employee's last Gross Monthly Benefit.

Eligible Survivor means the Employee's spouse, if living, otherwise the Employee's children under age 25. If there are no Eligible Survivors, payment will be made to the Employee's estate.

Cost of Living Adjustment Benefit

Eligibility

An Employee will be eligible for a Cost of Living Adjustment Benefit on the first anniversary of Total Disability Benefit payments and each following anniversary thereafter, as long as he continues to be Totally Disabled and is receiving a Total Disability Benefit.

Benefit

To determine the Cost of Living Adjustment Benefit multiply the Employee's Total Disability Net Monthly Benefit by 3%.

The Net Monthly Benefit adjusted by the Cost of Living Adjustment Benefit is not subject to the Maximum Monthly Benefit.

Termination of the Cost of Living Adjustment Benefit

The Cost of Living Adjustment Benefit will cease to be payable on the earliest of:

1. the date the Employee is no longer eligible to receive Total Disability Benefits; or
2. the date the Employee dies; or
3. the end of the Maximum Benefit Period; or
4. the date the Employee fails to provide proof of continuing Total Disability as requested.

Net Monthly Benefit - For the purpose of calculating Cost of Living Adjustments, the Net Monthly Benefit will include any prior years Cost of Living Adjustment.

Section IV
Benefit Provisions

Long Term Disability Income Benefits

Conversion Privilege

If an Employee's LTD insurance ceases due to termination of employment, an Employee may apply for a conversion policy. To be eligible for the Conversion Privilege, the Employee:

1. must have been insured for LTD benefits for at least 12 consecutive months immediately before his LTD insurance under this Policy terminated; and
2. must be insured under this Policy's LTD Benefit Provision on the date he terminates employment.

The Employee must make a written application for the conversion policy within 31 days after his LTD insurance terminated. The benefits and amount of insurance may differ from those under the LTD Benefit Provision.

The Conversion Privilege is not available to any Employee whose insurance terminates for any of the following reasons:

1. the LTD insurance under this Policy has terminated.
2. the Employee has retired.
3. the Employee has attained age 70.
4. the Employee is not in an Eligible Class covered by this Policy.
5. the Policy has been amended to exclude the Eligible Class to which the Employee belongs.
6. the Employee has failed to make any required contributions.
7. the Employee is Totally or Partially Disabled under the terms of the LTD Benefit Provision.

If the Employee becomes insured for LTD coverage under another employer's LTD plan within 31 days after termination of the Employee's insurance under this Policy, the Conversion Privilege is no longer available.

Section IV
Benefit Provisions

Long Term Disability Income Benefits

Limitations

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

1. any period the Employee is not under the regular and continuing care of a Physician providing appropriate treatment and regular examination and testing in accordance with the disabling condition, unless the Employee has reached his maximum point of recovery and is still Totally or Partially Disabled.
2. any period the Employee fails to submit to any medical examination or clinical assessment requested by Sun Life.
3. any period of Total or Partial Disability due to Mental Illness, unless the Employee is under the continuing care of a specialist in psychiatric care.

Benefits will be payable for the first 24 months after the Employee completes his Elimination Period.

Benefits after the first 24 months will only be payable if the Employee is confined in a Hospital or Institution licensed to provide psychiatric treatment.

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

4. any period of Total or Partial Disability due to Drug and Alcohol Illness, unless the Employee is actively supervised by a Physician or rehabilitation counselor and is receiving continuing treatment from a rehabilitation center or a designated institution approved by Sun Life.

Benefits will be payable for the first 24 months after the Employee completes his Elimination Period if, during the Elimination Period the Employee:

- a) becomes confined in a Hospital or Institution licensed to provide Drug and Alcohol treatment; or
- b) begins participation in a drug or alcohol rehabilitation program acceptable to Sun Life

Benefits after the first 24 months will only be payable if the Employee is confined in a Hospital or Institution licensed to provide Drug and Alcohol treatment.

5. any period the Employee is incarcerated.

**Section IV
Benefit Provisions**

Long Term Disability Income Benefits

Exclusions

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

1. intentionally self-inflicted injury.
2. war, declared or undeclared, or any act of war.
3. active participation in a riot, rebellion or insurrection.
4. committing or attempting to commit an assault, felony or other criminal act.
5. the Employee'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.

6. a Pre-Existing Condition.

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

Pre-Existing Condition for increases in amounts of insurance means during the 3 months prior to the Effective Date of any increase in an Employee's amount of insurance the Employee received medical treatment, consultation, care or services, including diagnostic measures, or took prescribed drugs or medicines for the disabling condition.

Pre-Existing Condition Exclusion Exception

The Pre-Existing Condition Exclusion will not apply if the Employee's Total or Partial Disability begins later than 12 months after the Employee's Effective Date of Insurance or later than 12 months after the Effective Date of any increase in an Employee's amount of insurance.

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

**Section IV
Benefit Provisions**

Long Term Disability Income Benefits

Continuity of Coverage

In order to prevent loss of coverage for an Employee when this Policy replaces a group LTD policy the Employer had in force with another insurer immediately prior to January 1, 2006, Sun Life will provide the following coverage:

Employees not Actively at Work on January 1, 2006

An Employee may become insured under this Policy on January 1, 2006, subject to all of the following conditions:

1. he was insured under the prior insurer's group LTD policy immediately prior to January 1, 2006; and
2. he is not Actively at Work on January 1, 2006; and
3. he is a member of an Eligible Class under this Policy; and
4. premiums for the Employee are paid up to date; and
5. he is not receiving or eligible to receive benefits under the prior insurer's group LTD policy.

If an Employee continues to be not Actively at Work and subsequently becomes Totally or Partially Disabled on or after January 1, 2006, any LTD benefit payable will be the lesser of:

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

Total or Partial Disability due to a Pre-Existing Condition

LTD benefits may be payable to an Employee who becomes Totally or Partially Disabled on or after January 1, 2006 due to a Pre-Existing Condition, provided the Employee:

1. was insured under the prior insurer's group LTD policy immediately prior to January 1, 2006; and
2. was Actively at Work on January 1, 2006; and
3. was insured under this Policy on January 1, 2006.

Any benefit payable will be determined as follows:

1. if an Employee satisfies the Pre-Existing Condition Exception under this Policy, the LTD benefit will be determined according to this Policy's benefit provision.
2. if an Employee cannot satisfy the Policy's Pre-Existing Condition Exception under this Policy, the prior insurer's pre-existing condition provision will be applied.
 - a. if the Employee would satisfy the prior insurer's pre-existing condition provision, giving consideration for continuous time insured under both policies, any benefit payable will be the lesser of:
 - i. the LTD benefit payable under this Policy; or
 - ii. the LTD benefit payable under the prior insurer's group LTD policy had it remained in force.
 - b. if the Employee cannot satisfy the Pre-Existing Condition Exception of this Policy or if the pre-existing condition provision under the prior insurer's group LTD policy would apply, no LTD benefit will be paid.

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

Section V
Termination Provisions

Termination of Employee's Insurance

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

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

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

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

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

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

Section V
Termination Provisions

Termination of Policy

This Policy will terminate for any of the following reasons:

1. If the Policyholder fails to pay any premium within the Grace Period, this Policy will terminate on the last day of the Grace Period.
2. The Policyholder may terminate this Policy by advance written notice delivered to Sun Life at least 31 days prior to the termination date. This Policy will not terminate during any period for which premium has been paid. The Policyholder will be liable to Sun Life for all premiums due and unpaid for the full period this Policy is in force.
3. Sun Life may terminate this Policy on any premium due date by giving written notice to the Policyholder at least 31 days in advance if:
 - a. the number of insured Employees is less than 10; or
 - b. less than 100% of the Employees eligible are insured; or
 - c. the Policyholder fails to:
 - i. furnish promptly any information Sun Life may reasonably require; or
 - ii. perform any other obligations pertaining to this Policy.
4. Sun Life may terminate this Policy on any Policy Anniversary by giving written notice to the Policyholder at least 60 days in advance.

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

Section V
Termination Provisions

Termination of Benefit Provision

A Benefit Provision will terminate for any of the following reasons:

1. The Policyholder may terminate a Benefit Provision by advance written notice delivered to Sun Life at least 31 days prior to the termination date. The Benefit Provision will not terminate during any period for which premium has been paid. The Policyholder will be liable to Sun Life for all premiums due and unpaid for the full period that Benefit Provision is in force.
2. Sun Life may terminate a Benefit Provision on any premium due date by giving written notice to the Policyholder at least 31 days in advance if:
 - a. the number of insured Employees for that Benefit is less than 10; or
 - b. less than 100% of the Employees eligible for that Benefit are insured; or
 - c. the Policyholder fails to furnish promptly any information which Sun Life may reasonably require.
3. Sun Life may terminate any Benefit Provision on any Policy Anniversary by giving written notice to the Policyholder at least 60 days in advance.

Termination of a Benefit Provision may take effect on an earlier date when both the Policyholder and Sun Life agree.

Section VI
General Policy Provisions

A. Statements

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

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

B. Entire Contract - Policy Changes

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

C. Employee's Certificate

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

Section VI
General Policy Provisions

D. Furnishing of Information - Access To Records

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

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

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

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

E. Misstatement of Facts

If relevant facts about any individual were not accurate:

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

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

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

F. Examination

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

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

This right may be used as often as reasonably required.

G. Legal Proceedings

No legal action may start:

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

Section VI
General Policy Provisions

H. Workers' Compensation

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

I. Agency

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

J. Incontestability

Policyholder

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

Individual

No statement made by an individual, relating to his 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 the individual's lifetime.

This statement must be contained in a form signed by that individual.

Section VII Claim Provisions

A. Notice and Proof of Claim

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

1. Notice of Claim

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

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 for the form.

2. Proof of Claim

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

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

Proof of Claim shall consist of:

- what the disability is ;
- the date the disability occurred; and
- the cause of the disability.

Proof of Claim includes, but is not limited to, Hospital records; Physician records; Psychiatric records; X-rays, narrative reports, or other diagnostic testing materials as required.

Proof must be satisfactory to Sun Life.

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

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

Section VII Claim Provisions

B. Notice of Decision on Claim

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

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

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

C. Review Procedure

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

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

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

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

Section VII
Claim Provisions

D. Time of Payment of Claims

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

E. Payment of Claims

Survivor Benefits payable upon the death of an Employee are payable according to the Long Term Disability Income Benefit Provision.

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

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

F. Amendment or Termination of Benefit Provision

An Employee's rights to any disability benefits are determined on the date the Employee's disability begins. The right is subject to the terms of this Policy in effect on the date disability begins and will not be affected by subsequent amendment or termination of this Policy.

Section VIII Premiums

A. Premium Rates

Sun Life determines its initial or any subsequent monthly premium rate on the basis of the coverage being provided. After the initial monthly premium rate has been in effect until December 31, 2008, Sun Life has the right to recalculate any premium rate. However, Sun Life has the right to recalculate the initial or any subsequent monthly premium rate when any of the following occurs:

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

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

B. Payment of Premiums

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

C. Grace Period

The Grace Period is 31 days following a premium due date. During the Grace Period the Policy shall continue in force, unless the Policyholder has given Sun Life written notice to discontinue this Policy. In any event, premiums are payable for any period of time the Policy remains in force.

SUN LIFE ASSURANCE COMPANY OF CANADA

ASSISTED LIVING BENEFIT RIDER

Effective January 1, 2006, the following Assisted Living Benefit is added to Group Policy Number 29399 - 002 Long Term Disability Income Benefit Provision.

Assisted Living Benefit

If an Employee is receiving a Total Disability Benefit, an additional monthly Assisted Living Benefit may be payable if Sun Life receives proof that the Employee is also Cognitively Impaired or the Employee is unable to safely and completely perform 2 or more of the Activities of Daily Living without another person's assistance or verbal cueing. The Employee's Cognitive Impairment, or the inability to perform 2 or more of the Activities of Daily Living must commence on or after the Employee's date of Total Disability and be expected to continue for 90 or more days.

The monthly Assisted Living Benefit is the lesser of:

- 20% of the Employee's Total Monthly Earnings; or
- the Maximum Monthly Benefit as shown in the Schedule of Benefits; or
- \$5,000.

The Assisted Living Benefit is payable in addition to the Total Disability Benefit and is not reduced by Other Income Benefits.

The Assisted Living Benefit will terminate on the earliest of:

- the date the Employee is no longer eligible to receive Total Disability Benefits; or
- the date the Employee is no longer Cognitively Impaired or the Employee is able to perform all of the Activities of Daily Living without another person's assistance or verbal cueing; or
- the date the Employee dies.

Sun Life may require periodic proof of the continuance of the Employee's Cognitive Impairment or the Employee's inability to perform 2 or more of the Activities of Daily Living.

Activities of Daily Living means:

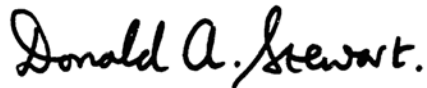
- Bathing - the ability to wash, either in the tub or shower or by sponge bath, with or without equipment or adaptive devices.
- Dressing - the ability to put on and take off all garments and medically necessary braces or artificial limbs usually worn.
- Toileting - the ability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene, and to care for clothing.
- Transferring - the ability to move in and out of a chair or bed with or without equipment such as canes, quad canes, walkers, crutches or grab bars or other support devices including mechanical or motorized devices.
- Continence - the ability to either:
 - voluntarily control bowel and bladder function; or
 - if incontinent, be able to maintain a reasonable level of personal hygiene.
- Eating - the ability to get nourishment into the body.

Cognitively Impaired means an individual has a deterioration or loss in intellectual capacity resulting from injury, sickness, advanced age or Alzheimer's disease and similar forms of irreversible dementia and the individual needs another person's assistance or verbal cueing for the individual's protection or for the protection of others.

The extent of Cognitive Impairment is determined by clinical evidence and standardized tests which reliably measure the deterioration or loss in the following areas:

- short or long term memory
- orientation as to:
 - person
 - place
 - time; and
- deductive or abstract reasoning

SUN LIFE ASSURANCE COMPANY OF CANADA



Chief Executive Officer

SUN LIFE ASSURANCE COMPANY OF CANADA

PENSION CONTRIBUTION BENEFIT RIDER

Effective January 1, 2006, the following provision is added to Group Policy No. 29399 Long Term Disability Income Benefit Provision

Pension Contribution Benefit

While an Employee is receiving a Total Disability Benefit, Sun Life will pay an additional benefit to the Plan Administrator for deposit into an Employer Sponsored 403(b) or other approved qualified deferred compensation plan. Sun Life will make payments in accordance with the rules and regulations of the Internal Revenue Service and the provisions of the Pension Plan. Any payment that cannot be made to the trustee or Plan Administrator of the Pension Plan will be made to a qualified deferred annuity account that the Employee designates. To be eligible for this additional benefit, the Employee must have been a participant in his Employer Sponsored 403(b) Plan for at least 12 months prior to commencement of the Employee's Total Disability.

Benefit

The Employee and Employer's contribution to the Employer Sponsored 403(b) Plan will continue and be the lesser of:

1. 10% of the Employee's Total Monthly Earnings, or
2. the Employee and Employer's actual contribution percentage deposited monthly in the Employer Sponsored Plan;
or
3. \$5,000.

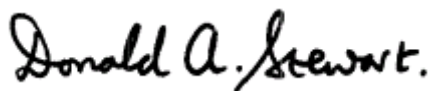
Termination of Pension Contribution Benefits

The Pension Contribution Benefit will terminate on the earliest of:

1. the date the Employee no longer receives Total Disability Benefits;
2. the date the Employee dies;
3. the end of the Maximum Benefit Period; or
4. the date the Employee fails to provide proof of continuing Total Disability as requested.

Pension Plan for the purpose of this Pension Contribution Benefit means a qualified defined contribution Pension Plan, profit sharing plan or other qualified plan approved by Sun Life, in which the Employee participates as a result of employment with his Employer.

SUN LIFE ASSURANCE COMPANY OF CANADA



Chief Executive Officer