

SUN LIFE ASSURANCE COMPANY OF CANADA

Policyholder: Nevada System of Higher Education
Policy Number: 08702 - 001
Policy Effective Date: January 1, 2008
Policy Anniversary: January 1, 2009
Policy Amendment Effective Date: January 1, 2008

This Policy is delivered in Nevada 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, 2009.

Sun Life Assurance Company of Canada (Sun Life) agrees to pay the benefits in accordance with all provisions provided by this Policy for Employee Life and Dependent Life 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.

Donald A. Stewart.

Chief Executive Officer

READ YOUR POLICY CAREFULLY

Group Term Insurance Policy

Non-Participating

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Section I
Schedule of Benefits

ELIGIBLE CLASSES

Employee Life Insurance

All Employees scheduled to work at least 20 hours per week as specified by each participating Employer for an Employer that participates under the Nevada System of Higher Education

Dependent Life Insurance

All Employees scheduled to work at least 20 hours per week as specified by each participating Employer for an Employer that participates under the Nevada System of Higher Education enrolled in Employee Life Insurance

WAITING PERIOD

The Waiting Period as defined by the Employer and verified by Western Insurance Specialties, Inc.

EMPLOYEE LIFE INSURANCE

CLASSIFICATION

All Eligible Employees

LIFE

An Employee may elect an amount of Life Insurance in \$10,000 increments, the minimum amount that may be elected is \$10,000.

The **Maximum Benefit** is the lesser of:

- \$500,000; or
- 8 times the Employee's Basic Annual Earnings*.

(Applicable to Employees insured for Life Insurance on December 31, 2007)

The **Guaranteed Issue Amount** is the greater of:

- the amount of Life Insurance the Employee had in force on December 31, 2007; or
- the Guaranteed Issue Amount shown below.

(Applicable to Employees hired on or after January 1, 2008)

The **Guaranteed Issue Amount** is the greater of:

- \$150,000; or
- 4 times the Employee's Basic Annual Earnings* to a maximum of \$300,000.

* Basic Annual Earnings cap will be determined at the time the Employee enrolls for coverage or elects an increase in coverage.

An Employee's amount of Life Insurance shown in the Schedule will reduce to 65% when he attains age 65 and to 50% when he attains age 70.

Section I
Schedule of Benefits

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

- an Employee who, on his initial Eligibility Date, declines Life Insurance and subsequently elects Life Insurance coverage; or
- an Employee who elects an increase in his amount of Life Insurance*; or
- an Employee whose amount of Life Insurance is in excess of the Guaranteed Issue Amount.

*However, if the Employer has an approved annual enrollment plan, the Employee may elect to increase his amount of Life Insurance up to \$60,000 without Evidence of Insurability. This increase may only be elected once per year. Any increase in excess of \$60,000 or any increases more than once per year will require Evidence of Insurability.

Section I
Schedule of Benefits

DEPENDENT LIFE INSURANCE

CLASSIFICATION

All Eligible Employees

Spouse

An Employee may elect an amount
of Dependent Spouse Life
Insurance in \$10,000 increments

Child under age 19**

An Employee may elect one
of the following Options:

Option I \$10,000*
Option II \$20,000*

The Dependent Spouse **Maximum Benefit** is the lesser of:

- \$250,000; or
- 8 times the Employee's Basic Annual Earnings.

* the amount of Dependent Life Insurance for a child under 14 days is None.

* the amount of Dependent Life Insurance for a child age 14 days but under 6 months is \$500.

** to age 25 if the Employee's child is an enrolled full-time student and depends on the Employee for 50% or more of his support.

The **Guaranteed Issue Amount** for Employees insured for Dependent Life Insurance on December 31, 2007 is the amount of Dependent Life Insurance the Employee had in force on December 31, 2007.

(Applicable to Employees who elect to increase their amount of Employee Life Insurance during their participating Employer's Annual Enrollment Period)

The **Guaranteed Issue Amount** for Employees hired on or after January 1, 2008 for Dependent Life Insurance is the lesser of:

- 50% of the Employee's amount of Life Insurance in force; or
- \$100,000.

(Applicable to Employees who do not elect to increase their amount of Employee Life Insurance during their participating Employer's Annual Enrollment Period)

The **Guaranteed Issue Amount** for Employees hired on or after January 1, 2008 for Dependent Life Insurance is the lesser of:

- 50% of the Employee's amount of Life Insurance in force; or
- \$50,000.

An Employee's amount of Dependent Spouse Life Insurance shown in the Schedule will reduce to 65% on the date the Dependent Spouse attains age 65, and to 50% on the date the Dependent Spouse attains age 70.

Section I Schedule of Benefits

Evidence of Insurability, satisfactory to Sun Life, will be required for an Employee's Dependent Spouse for any of the following reasons:

- an Employee who, on his initial Eligibility Date, declines Dependent Spouse Life Insurance and subsequently elects Dependent Spouse Life Insurance; or
- an Employee who elects an amount of Life Insurance for a Dependent Spouse in excess of the Guaranteed Issue Amount; or
- an Employee who elects an increase in his amount of Dependent Spouse Life Insurance, in excess of \$10,000.

Special Open Enrollment Allowance

Employees hired prior to April 1, 2008 may elect Dependent Spouse Life Insurance up to \$30,000, or elect to increase their amount of Dependent Spouse Life Insurance by \$30,000 without Evidence of Insurability, subject to the Guaranteed Issue Amount shown below.

(Applicable to Employees who elect to increase their amount of Employee Life Insurance during this Special Open Enrollment Allowance)

The **Guaranteed Issue Amount** for Dependent Spouse Life Insurance is \$100,000.

(Applicable to Employees who did not elect to increase their amount of Employee Life Insurance during this Special Open Enrollment Allowance)

The **Guaranteed Issue Amount** for Dependent Spouse Life Insurance is \$50,000.

Any amount of Dependent Spouse Life Insurance elected during this Special Open Enrollment Allowance is effective July 1, 2008 as long as the Dependent is not subject to the Delayed Effective Date of Insurance and Evidence of Insurability is not required. This Allowance only applies to Employees who elected Dependent Spouse Life Insurance or elected to increase their amount of Dependent Spouse Life Insurance at the Employer's Open Enrollment Period held May 1, 2008 through June 13, 2008.

An Employee must be enrolled in Employee Life Insurance to elect Dependent Spouse Life Insurance. Any subsequent increases in an Dependent's amount of Spouse Life Insurance will be subject to the Evidence of Insurability requirements.

Section I
Schedule of Benefits

CONTRIBUTIONS

Employees will contribute to the cost of their Employee Life and Dependent Life Insurance.

INITIAL MONTHLY PREMIUM RATES

Employee Life Insurance

Refer to Attachment A

Dependent Life Insurance

Refer to Attachment A

The initial monthly premium rates are guaranteed until December 31, 2010, 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.

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

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

Employee means an Employee who is employed by an Employer participating under the Nevada System of Higher Education, scheduled to work at least the number of hours shown in Section I, Schedule of Benefits, and paid regular earnings.

Employer for the purposes of this policy means a participating entity under the Nevada System of Higher Education.

Evidence of Insurability means a statement or proof of an Employee's or Dependent's medical history upon which acceptance for insurance will be determined by Sun Life. The Employee or Dependent must agree to submit to a paramedical examination and/or provide copies of medical records, if requested by Sun Life. Sun Life will pay the cost of any paramedical examination ordered by Sun Life for the purpose of providing Evidence of Insurability.

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

Section II Definitions

Guaranteed Issue Amount means the maximum amount of insurance available under this Policy without Evidence of Insurability. If the Employee's or Dependent's amount of insurance exceeds the Guaranteed Issue Amount available under this Policy, any amount in excess of the Guaranteed Issue Amount is available to the Employee or Dependent only if he has furnished Evidence of Insurability to Sun Life and has been approved for any excess amount above the Guaranteed Issue Amount.

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.

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.

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

Section II Definitions

The following Definitions are applicable to Life Insurance

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

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

Retirement means the first of the following to occur:

1. the effective date of the Employee's retirement benefits under:
 - a. any plan of a federal, state, county, municipal or an association retirement system which the Employee is eligible as a result of his employment with the Employer;
 - b. any Retirement Plan the Employer sponsors; or
 - c. any Retirement Plan to which the Employer:
 - i. makes contributions to; or
 - ii. has made contributions.
2. the effective date of the Employee's retirement benefits under the Social Security Act or any similar plan or act. However, if the Employee meets the definition of Employee and is receiving retirement benefits under the Social Security Act or similar plan or act, the Employee will not be considered retired.

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

Section II Definitions

The following Definitions are applicable to Dependent Life Insurance

Dependent means an Employee's:

- spouse;
- unmarried child from live birth to under age 19;
- unmarried child under age 25 who is enrolled as a full-time student and depends on the Employee for 50% or more of his support.

An Employee's unmarried step-child, foster child or adopted child is included as a Dependent if he depends on the Employee for 50% or more of his support and is living with the Employee in a regular parent-child relationship. A child is considered adopted if he is in the legal custody of the Employee under an interim court order of adoption, whether or not a final adoption order is ever issued.

Dependent does not include:

- any person who is insured as an Employee under the Nevada System of Higher Education; or
- any person residing outside the United States, Canada or Mexico.

If an unmarried child is:

1. incapable of self-sustaining employment because of mental retardation, developmental disability or physical handicap; and
2. dependent on the Employee for 50% or more of his support;

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

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

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, 2008; or
2. the date the Employee completes the Waiting Period as specified by each participating Employer under the Nevada System of Higher Education.

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

1. the date he is insured for Employee Life Insurance; or
2. January 1, 2008; or
3. the date the Employee first acquires a Dependent.

C. Effective Date of Insurance

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

- the Employee's Eligibility Date, if he has made a written application for insurance on or before that date; or
- the date the Employee makes a written application for insurance, if he applies on or before the 60th day after his Eligibility Date; or
- the date Sun Life approves the Employee's Evidence of Insurability, if the Employee makes a written application for insurance later than 60 days after his Eligibility Date.

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

- the date the Employee is eligible for Dependent Life Insurance, if the Employee has made a written application for Dependent Life Insurance on or before that date; or
- the date the Employee makes a written application for Dependent Life Insurance, if the Employee applies on or before the 60th day after his Eligibility Date for Dependent Life Insurance; or
- the date Sun Life approves the Dependent's Evidence of Insurability, if the Employee makes a written application for Dependent Life Insurance later than 60 days after his Eligibility Date for Dependent Life Insurance; or
- the date the Dependent first becomes a Dependent, if at least one other Dependent is then insured.

Section III Eligibility and Effective Dates

Delayed Effective Date of Insurance

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

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

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.

If an eligible Employee declines his Dependent's insurance, or terminates his Dependent's insurance in writing while continuing to be eligible, the Dependent will become insured after the Employee applies for Dependent Insurance and Evidence of the Dependent's 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 or Dependent Spouse's age;
- change in an Employee's classification for insurance;

will take effect immediately upon the date of change.

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

Section IV
Benefit Provisions

Employee Life Insurance

Death Benefit

If Sun Life receives Notice and Proof of Claim that an Employee dies while insured, then subject to the Exclusions, Sun Life will pay the amount of Life Insurance in force on the Employee's date of death.

The amount of Life Insurance is the lesser of:

1. the Employee's amount of insurance elected (as determined in Section I, Schedule of Benefits); or
2. the Employee's Guaranteed Issue Amount (shown in Section I, Schedule of Benefits), plus any amount of insurance that Evidence of Insurability has been approved by Sun Life in excess of the Guaranteed Issue Amount.

In no event shall an Employee's Life Insurance exceed the Maximum Benefit shown in Section I, Schedule of Benefits.

The amount of Life Insurance is subject to any Evidence of Insurability requirements, age reductions or terminations shown in Section I, Schedule of Benefits.

If a former Employee had converted his Life Insurance under the Conversion Privilege of this Policy, his amount of Life Insurance will be reduced by the amount of any insurance remaining in force under that individual policy.

Exclusions

If the Employee's cause of death is suicide:

1. No benefit is payable if the suicide occurs within 24 months after the Employee's initial Effective Date of Insurance. Any period of time the Employee was insured under the previous insurer's group Life policy will count towards completion of the 24 months.
2. No increased or additional amount of Life Insurance is payable if the suicide occurs within 24 months after the increased or additional amount of Life Insurance is effective.
3. No amount of Life Insurance in excess of the Guaranteed Issue Amount is payable if the suicide occurs within 24 months after the amount in excess of the Guaranteed Issue Amount is effective.

Section IV
Benefit Provisions

Employee Life Insurance

Accelerated Benefit

Sun Life will pay an Accelerated Benefit to the Employee at the Employee's request, if Sun Life receives satisfactory proof of the Employee's Terminal Illness.

To be eligible for the Accelerated Benefit an Employee must:

- have been insured under the Life Insurance Benefit Provision for at least 60 days. Any period of time the Employee was insured for similar benefits under the previous insurer's group life policy will be used to satisfy this requirement;
- be certified as Terminally Ill with a life expectancy of twelve months or less;
- submit a written request to Sun Life while the Employee's Life Insurance is in force;
- be insured for at least \$20,000 of Life Insurance;
- have a signed acknowledgment and agreement to pay the Accelerated Benefit from any applicable absolute assignee, irrevocable beneficiary, or former spouse if the former spouse was required to be the beneficiary as part of a divorce decree.

Sun Life may confirm the diagnosis of a Terminal Illness with a medical examination performed by a Physician of Sun Life's choice.

The Accelerated Benefit is an amount up to 75% of the applicable amount of Life Insurance in force as of the date Sun Life receives a written request to provide an Accelerated Benefit.

The Accelerated Benefit will be paid as a single lump sum. The maximum amount of the Accelerated Benefit is \$375,000. The minimum amount of the Accelerated Benefit that can be requested is \$10,000. The Accelerated Benefit may be elected only once during the lifetime of the Employee.

If the Employee has received accelerated life insurance benefits under any other group insurance policy, that Employee is precluded from receiving up to that amount from Sun Life, as an Accelerated Benefit or as a Death Benefit.

If an Employee receives an Accelerated Benefit payment, the amount of Life Insurance remaining in force will be reduced by an amount equal to the Accelerated Benefit paid. The remaining amount of life insurance is subject to the same Policy terms and conditions including subsequent reductions and terminations at specified ages and/or at retirement as would have been applicable had the Employee not received an Accelerated Benefit.

If the Employee subsequently converts his amount of life insurance, the amount eligible for conversion will be based on the reduced amount of life insurance.

Section IV
Benefit Provisions

Employee Life Insurance

Conversion Privilege

Benefit

1. If all or part of an Employee's Life Insurance ceases or reduces due to:
 - termination of his employment; or
 - termination of his membership in an Eligible Class; or
 - the Employee's retirement; or
 - the Employee reaching a specified age; or
 - the Employee changing to a different Eligible Class; or
 - the Employee's continuation period ending during layoff or an approved leave of absence;then the Employee may apply for an individual policy on his own life up to the amount that ceased. If the amount of Life Insurance that ceased is \$10,000 or more, the minimum amount of the individual policy must be \$10,000.

2. If the Employee has been continuously insured for five or more years under this Policy's Life Benefit Provision and all or part of the Employee's Life Insurance ceases or reduces due to:
 - reduction of the amount of Life Insurance in an Eligible Class by an amendment to the Life Insurance Benefit Provision; or
 - termination of the Life Insurance Benefit Provision; or
 - termination of this Policy; or
 - termination of an Eligible Class by an amendment to the Life Insurance Benefit Provision;then the Employee may apply for an individual policy on his own life. The maximum amount of the policy will be the lesser of:
 - \$2,000; or
 - the amount that ceased, reduced by the amount of any life insurance the Employee is eligible for under any group policy within 31 days after his Life Insurance ceased.

The Employee will be issued an individual policy without Evidence of Insurability.

**Section IV
Benefit Provisions**

Employee Life Insurance

Application for the Individual Policy

1. written application must be made to Sun Life along with payment of the first premium, within the 31 day period (the 31 day conversion period) following the date the insurance ceases or reduces. If the Employee is not given notice by the Employer of this conversion privilege within 15 days following the date his insurance ceases or reduces, the Employee shall have an additional 15 days to exercise this conversion privilege. In no event will this conversion privilege be extended beyond 30 days following the 31 day conversion period.
2. the individual policy may be any plan of permanent life insurance available for conversion by Sun Life at the attained age and amount requested, but without disability or other supplemental benefits.
3. the premium will be the rate Sun Life charges for the standard class of risk and age to which the Employee belongs on the effective date of the individual policy.
4. the effective date of the individual policy will be the day after the 31 day conversion period.

Death Within 31 Days

If the Employee dies during the 31 day conversion period, a benefit will be paid upon receipt of Notice and Proof of Claim, whether or not application for the individual policy or payment of the first premium has been made. The benefit is the amount of Life Insurance the Employee would have been eligible to convert.

Section IV
Benefit Provisions

Employee Life Insurance

Continuity of Coverage

In order to prevent loss of coverage for an Employee when this Policy replaces a group Life policy the Employer had in force with another insurer immediately prior to January 1, 2008, Sun Life will provide the following coverage.

Employees not Actively at Work on January 1, 2008

An Employee may become insured under this Policy on January 1, 2008, subject to all of the following conditions:

1. he was insured under the prior insurer's group Life policy immediately prior to January 1, 2008; and
2. he is not Actively at Work on January 1, 2008; 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 Life policy.

Any Life benefit payable will be the lesser of:

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

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

Section IV
Benefit Provisions

Dependent Life Insurance

Death Benefit

If Sun Life receives Notice and Proof of Claim that a Dependent dies while insured, then subject to the Exclusions, Sun Life will pay the amount of Life Insurance in force on the Dependent's date of death.

The amount of Life Insurance is the lesser of:

1. the Dependent's amount of insurance elected by the Employee in the Schedule (as determined in Section I, Schedule of Benefits); or
2. the Guaranteed Issue Amount (shown in Section I, Schedule of Benefits), plus any amount of insurance that Evidence of the Dependent's Insurability has been approved by Sun Life in excess of the Dependent's Guaranteed Issue Amount.

In no event shall a Dependent's Life Insurance exceed the Maximum Benefit shown in Section I, Schedule of Benefits.

The amount of Dependent Life Insurance is subject to any Evidence of Insurability requirements or age reductions shown in Section I, Schedule of Benefits.

If a Dependent had previously converted his Life Insurance under the Conversion Privilege of this Policy, his amount of Dependent Life Insurance will be reduced by the amount of any insurance remaining in force under that individual policy.

Exclusions

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

1. No benefit is payable if the suicide occurs within 24 months after the Dependent Spouse's initial Effective Date of Insurance. Any period of time the Dependent Spouse was insured under the previous insurer's group Life policy will count towards completion of the 24 months.
2. No increased or additional amount of Dependent Spouse Life Insurance is payable if the suicide occurs within 24 months after the increased or additional amount of Dependent Spouse Life Insurance is effective.
3. No amount of Dependent Spouse Optional Life Insurance in excess of the Guaranteed Issue Amount is payable if the suicide occurs within 24 months after the amount in excess of the Guaranteed Issue Amount is effective.

Section IV
Benefit Provisions

Dependent Life Insurance

Conversion Privilege

Benefit

1. If all or part of a Dependent's Life Insurance ceases or reduces due to:
 - termination of the Employee's employment; or
 - termination of the Employee's membership in an Eligible Class; or
 - the Employee's retirement; or
 - the Employee or Dependent Spouse reaching a specified age; or
 - the Employee changing to a different Eligible Class; or
 - the Employee's death; or
 - the Dependent no longer meeting the definition of a Dependent;

then the Employee or Dependent may apply for an individual policy on the Dependent's life up to the amount that ceased. If the amount of Life Insurance that ceased is \$10,000 or more, the minimum amount of the individual policy must be \$10,000.

2. If the Dependent has been continuously insured for five or more years under this Policy's Dependent Life Insurance Benefit Provision and the Dependent's Life Insurance ceases due to:
 - termination of the Dependent Life Insurance Benefit Provision; or
 - termination of this Policy; or
 - termination of an Eligible Class by an amendment to the Dependent Life Insurance Benefit Provision;

then the Employee or Dependent may apply for an individual policy on the Dependent's life. The maximum amount of the policy will be the lesser of:

- \$2,000; or
- the amount that ceased, reduced by the amount of any life insurance the Dependent is eligible for under any group policy within 31 days after his Life Insurance ceased.

The Dependent will be issued an individual policy without Evidence of Insurability.

**Section IV
Benefit Provisions**

Dependent Life Insurance

Application for the Individual Policy

1. written application must be made to Sun Life along with payment of the first premium, within the 31 day period (the 31 day conversion period) following the date the insurance ceases or reduces. If the Dependent is not given notice by the Employer of this conversion privilege within 15 days following the date his insurance ceases or reduces, the Dependent shall have an additional 15 days to exercise this conversion privilege. In no event will this conversion privilege be extended beyond 30 days following the 31 day conversion period.
2. the individual policy may be any plan of permanent life insurance available for conversion by Sun Life at the attained age and amount requested, but without disability or other supplemental benefits.
3. the premium will be the rate Sun Life charges for the standard class of risk and age to which the Dependent belongs on the effective date of the individual policy.
4. the effective date of the individual policy will be the day after the 31 day conversion period.

Death Within 31 Days

If the Dependent dies during the 31 day conversion period, a benefit will be paid upon receipt of Notice and Proof of Claim, whether or not application for the individual policy or payment of the first premium has been made. The benefit is the amount of Life Insurance the Dependent would have been eligible to convert.

**Section IV
Benefit Provisions**

Dependent Life Insurance

Continuity of Coverage

In order to prevent loss of coverage for an Employee's Dependent when this Policy replaces a group Life policy the Employer had in force with another insurer immediately prior to January 1, 2008, Sun Life will provide the following coverage.

Dependents subject to the Delayed Effective Date of Insurance on January 1, 2008

An Employee's Dependent may become insured under this Policy on January 1, 2008, subject to all of the following conditions:

1. the Dependent was insured under the prior insurer's group Life policy immediately prior to January 1, 2008; and
2. the Dependent is subject to the Delayed Effective Date of Insurance on January 1, 2008; and
3. the Employee is a member of an Eligible Class under this Policy; and
4. premiums for the Dependent are paid up to date; and
5. the Dependent is not receiving or eligible to receive benefits under the prior insurer's group Life policy.

Any Dependent Life benefit payable will be the lesser of:

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

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

Section V Termination Provisions

Termination of Employee's Insurance

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

1. the date this Policy terminates.
2. the date the Employee is no longer in an Eligible Class.
3. the date the Employee's Class is no longer included for insurance.
4. the last day for which any required premium has been paid.
5. the date the Employee retires.
6. the date employment terminates. However, the Employer may continue an Employee's insurance as long as the Employer continues to pay premium on behalf of the Employee.
7. the date the Employee requests, in writing, to have his insurance terminated.
8. the date the Employee ceases to be Actively at Work due to a labor dispute, including any strike, work slowdown, or lockout.
9. the date the Employee enters active duty in any armed service during a time of war (declared or undeclared).

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

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

Section V
Termination Provisions

Termination of Dependent's Insurance

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

1. the date this Policy terminates.
2. the date the Employee ceases to be insured.
3. the date the Employee is no longer in an Eligible Class for Dependent Insurance.
4. the date the Dependent ceases to qualify as a Dependent.
5. the last day for which any required premium has been paid for insurance on the Dependent.
6. the date the Employee requests, in writing, to have his Dependent Insurance terminated.
7. the date the Employee dies.
8. the date the Dependent enters active duty in any armed service during a time of war (declared or undeclared).
9. the date the Employee retires.

Section V Termination Provisions

Termination of Policy

This Policy will terminate for any of the following reasons:

1. If the Policyholder fails to pay any premium within the Grace Period, this Policy will terminate on the last day of the Grace Period.
2. The Policyholder may terminate this Policy by advance written notice delivered to Sun Life at least 31 days prior to the termination date. This Policy will not terminate during any period for which premium has been paid. The Policyholder will be liable to Sun Life for all premiums due and unpaid for the full period this Policy is in force.
3. Sun Life may terminate this Policy on any premium due date by giving written notice to the Policyholder at least 60 days in advance if:
 - a. the number of insured Employees is less than 10; or
 - b. less than 25% 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 60 days in advance if:
 - a. the number of insured Employees for that Benefit is less than 10; or
 - b. less than 25% 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 via the Administrator, 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. Workers' Compensation

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

G. 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.

Section VI
General Policy Provisions

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

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

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

Proof of Claim must consist of:

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

Proof must be satisfactory to Sun Life.

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

B. Insurer's Authority

The Plan Administrator has delegated to Sun Life its entire discretionary authority to make all final determinations regarding claims for benefits under the benefit plan insured by this Policy. This discretionary authority includes, but is not limited to, the determination of eligibility for benefits, based upon enrollment information provided by the Policyholder, and the amount of any benefits due, and to construe the terms of this Policy.

Any decision made by Sun Life in the exercise of this authority, including review of denials of benefit, is conclusive and binding on all parties. Any court reviewing Sun Life's determinations shall uphold such determination unless the claimant proves Sun Life's determinations are arbitrary and capricious.

Section VII Claim Provisions

C. 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.

D. 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.

E. Time of Payment of Claims

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

Section VII Claim Provisions

F. Payment of Claims

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

All 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.

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

G. Change of Beneficiary

If this Policy replaces existing coverage under the Employer's group life insurance plan, Employees' nominations of Beneficiaries under the plan will remain in force unless changed by the Employee. All nominations of Beneficiaries are revocable unless otherwise stated by the Employee. Any request for change of Beneficiary must be in a written form and will take effect as of the date the Employee signs and files the change with the Administrator. If Sun Life has taken any action or made payment prior to receiving notice of that change, the change of Beneficiary will not affect any action or payment made by Sun Life. The consent of the Beneficiary is not required to change any Beneficiary unless the Beneficiary designation has been irrevocable.

H. Assignments

The Employee is permitted to assign all his rights under this Policy. Any assignment must be in a written form and will take effect as of the date the Employee signs and files the assignment with the Administrator. Sun Life will honor an Employee's prior assignment of rights and benefits under the Employer's plan, whether or not this Policy is specified in the Assignment. If Sun Life has taken any action or made payment prior to receiving notice of that change, the assignment will not affect any action or payment made by Sun Life. Sun Life will not be responsible for the legal, tax or other effects of any assignment.

I. Methods of Payment

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

Section VIII Premiums

A. Premium Rates

Sun Life determines its initial or any subsequent monthly premium rate on the basis of the coverage being provided. After the initial monthly premium rate has been in effect until December 31, 2010, 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 60 days in advance of the increase. Premium rate increases may take effect on an earlier date when both Sun Life and the Policyholder agree.

B. Payment of Premiums

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

C. Grace Period

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

SUN LIFE ASSURANCE COMPANY OF CANADA

CONTINUATION OF INSURANCE RIDER

Effective January 1, 2008, the following provision is added to Group Policy No. 08702-001 Life Insurance Benefit Provision

Continuation of Coverage

Benefit

If the Employee's Life Insurance ceases due to termination of his employment or retirement, the Employee may elect to continue coverage on his own life up to the amount of Life Insurance that ceased.

If the Employee elects to continue coverage of his Life Insurance, he may also elect to continue any amount of Dependent Life Insurance that ceased due to his termination of employment.

If a former Employee elected to continue coverage prior to January 1, 2008, that former Employee will automatically be eligible to continue the same coverage under this Policy.

Amount of Insurance

The amount of Life Insurance the Employee may continue is the amount that ceased due to termination of employment or retirement, subject to a maximum of \$500,000.

A former Employee who was insured on December 31, 2007 may continue the same amount of insurance in force on December 31, 2007.

All amounts of insurance continued under this Rider are subject to any age reductions shown in Section I, Schedule of Benefits. However, if an Employee elects to reduce his or his Dependent Spouse's amount of Life Insurance prior to the commencement of the age reductions, the age reductions will apply to the original amount of insurance the Employee elected to continue on himself or his Dependent Spouse and will not affect the current in force amounts until the current in force amount of insurance exceeds the original amount that would have been reduced.

Continuation of Insurance includes Accelerated Benefit.

Application for Continued Coverage for Employees who elect to continue coverage on or after January 1, 2008

1. Written application must be made to the plan administrator, Western Insurance Specialties, Inc. within 60 days following the date the Life Insurance ceases.
2. If the application is received within 60 days, the continued coverage will be effective on the day after the date the Employee retires or employment terminates.
3. An Employee who elects to convert his terminated coverage to an individual policy under the Conversion Privilege is not eligible to apply for continuation of coverage.

Premium

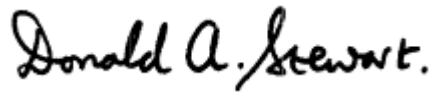
The premium will be the current rate per \$1,000 of coverage under the Group Policy for the age to which the insured belongs or the rate applicable at any subsequent renewal date.

Termination of Continued Coverage

Coverage continued under this Rider will terminate on the occurrence of the earliest of the following:

- the date for which the last premium has been paid by the former Employee; or
- the date the former Employee elects to terminate coverage; or
- the date this Policy terminates.

If an amount of insurance ceases, the insured will have the right to convert that amount to an individual policy as specified under the Conversion Privilege.

SUN LIFE ASSURANCE COMPANY OF CANADAA handwritten signature in black ink that reads "Donald A. Stewart." The signature is written in a cursive, flowing style.

Chief Executive Officer

SUN LIFE ASSURANCE COMPANY OF CANADA

DEPENDENT SPOUSE ACCELERATED BENEFIT POLICY ENDORSEMENT

Effective January 1, 2008, the following provision is added to Group Policy No. 08702-001 Dependent Spouse Life Insurance Benefit Provision

Accelerated Benefit

Sun Life will pay an Accelerated Benefit to the Dependent Spouse at the Employee's request, if Sun Life receives satisfactory proof of the Dependent Spouse's Terminal Illness.

To be eligible for the Accelerated Benefit a Dependent Spouse must:

- have been insured under the Dependent Life Insurance Benefit Provision for at least 60 days. Any period of time the Dependent Spouse was insured for similar benefits under the previous insurer's group life policy will be used to satisfy this requirement;
- be certified as Terminally Ill with a life expectancy of twelve months or less;
- have the Employee submit a written request to Sun Life while the Dependent Spouse's Life Insurance is in force;
- be insured for at least \$10,000 of Dependent Spouse Life Insurance.

Sun Life may confirm the diagnosis of a Terminal Illness with a medical examination performed by a Physician of Sun Life's choice. Terminally Ill or Terminal Illness means a Dependent Spouse's sickness or physical condition that is certified by a Physician to reasonably be expected to result in death within twelve months or less.

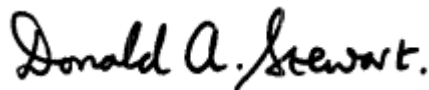
The Accelerated Benefit is an amount up to 75% of the applicable amount of Dependent Spouse Life Insurance in force as of the date Sun Life receives a written request to provide an Accelerated Benefit.

The Accelerated Benefit will be paid as a single lump sum. The maximum amount of the Accelerated Benefit is \$187,500. The minimum amount of the Accelerated Benefit that can be requested is \$5,000. The Accelerated Benefit may be elected only once during the lifetime of the Dependent Spouse.

If a Dependent Spouse receives an Accelerated Benefit payment, the amount of Dependent Spouse Life Insurance remaining in force will be reduced by an amount equal to the Accelerated Benefit paid. The remaining amount of Dependent Spouse Life Insurance is subject to the same Policy terms and conditions including subsequent reductions and terminations at specified ages and/or at retirement as would have been applicable had the Dependent Spouse not received an Accelerated Benefit.

If the Dependent Spouse subsequently converts his amount of Dependent Spouse Life Insurance, the amount eligible for conversion will be based on the reduced amount of Dependent Spouse Life Insurance.

SUN LIFE ASSURANCE COMPANY OF CANADA



Chief Executive Officer

SUN LIFE ASSURANCE COMPANY OF CANADA

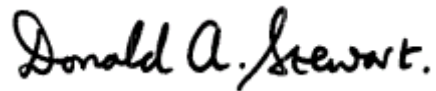
DOMESTIC PARTNER COVERAGE POLICY ENDORSEMENT

Effective January 1, 2008, this endorsement is attached to Group Policy Number 08702-001.

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

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

SUN LIFE ASSURANCE COMPANY OF CANADA

A handwritten signature in black ink that reads "Donald A. Stewart." The signature is written in a cursive style with a large initial 'D' and 'S'.

Chief Executive Officer

SUN LIFE ASSURANCE COMPANY OF CANADA

Policyholder: Nevada System of Higher Education
Policy Number: 08702 - 002
Policy Effective Date: January 1, 2008
Policy Anniversary: January 1, 2009
Policy Amendment Effective Date: January 1, 2008

This Policy is delivered in Nevada 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, 2009.

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

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

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

Donald A. Stewart.

Chief Executive Officer

THIS IS A LIMITED POLICY -- READ YOUR POLICY CAREFULLY

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

Group Accidental Death and Dismemberment Insurance Policy

Non-Participating

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Section I
Schedule of Benefits

ELIGIBLE CLASSES

Employee Accidental Death and Dismemberment Insurance

All Employees scheduled to work at least 20 hours per week as specified by each participating Employer for an Employer that is enrolled under Group Policy #08702-001

Dependent Accidental Death and Dismemberment Insurance

All Employees scheduled to work at least 20 hours per week as specified by each participating Employer for an Employer that is enrolled under Group Policy #08702-001 enrolled in Employee Accidental Death and Dismemberment Insurance

WAITING PERIOD

The Waiting Period as defined by the Employer and verified by Western Insurance Specialties, Inc.

EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

CLASSIFICATION

All Eligible Employees

AMOUNT OF INSURANCE

An Employee may elect one of the following Options:

- Option I: \$100,000
- Option II: \$250,000
- Option III: \$500,000

DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

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

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

* unmarried child under age 19 or age 25 if a full-time student.

Section I
Schedule of Benefits

CONTRIBUTIONS

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

INITIAL MONTHLY PREMIUM RATES

Employee Accidental Death
and Dismemberment Insurance

Refer to Attachment A

Dependent Accidental Death
and Dismemberment Insurance

Refer to Attachment A

The initial monthly premium rates are guaranteed for 36 months from January 1, 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:

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

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

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

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

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

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

AD&D means Accidental Death and Dismemberment.

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

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

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

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

Dependent means an Employee's:

- spouse;
- unmarried children under age 19;
- unmarried child under age 25 who is enrolled as a full-time student.

An Employee's unmarried stepchild, foster child or adopted child is included as a Dependent if the child depends on the Employee for 50% or more of the child's support and is living with the Employee in a regular parent-child relationship. A child is considered adopted if in the legal custody of the Employee under an interim court order of adoption, whether or not a final adoption order is ever issued.

Section II Definitions

Dependent does not include:

- any person who is insured as an Employee under the Nevada System of Higher Education; or
- any person residing outside the United States, Canada or Mexico.

If an unmarried child is:

1. incapable of self-sustaining employment because of mental retardation, developmental disability or physical handicap; and
2. dependent on the Employee for 50% or more of his support;

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

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

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 Full-Time or Permanent Part-Time Employee who is employed by an Employer participating under the Nevada System of Higher Education, scheduled to work at least the number of hours shown in Section I, Schedule of Benefits, and paid regular earnings.

Employer for the purposes of this policy means a participating entity under the Nevada System of Higher Education.

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

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

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

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

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

Policyholder means the entity to whom the Policy is issued.

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

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, 2008; or
2. the date the Employee completes the Waiting Period as specified by each participating Employer under the Nevada System of Higher Education.

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

1. January 1, 2008; or
2. the date the Employee is insured; or
3. the date the Employee first acquires a Dependent.

C. Effective Date of Insurance

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

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

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

- the date the Employee is eligible for Dependent Accidental Death and Dismemberment Insurance, if the Employee has made a written application for Dependent Accidental Death and Dismemberment Insurance on or before that date; or
- the date the Employee makes a written application for Dependent Accidental Death and Dismemberment Insurance.

Delayed Effective Date of Insurance

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

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

Section III Eligibility and Effective Dates

Refusal of Coverage

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

Changes in Insurance

Changes in an Employee's amount of insurance due to a:
- change in an Employee's incremental schedule level; or

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**

Employee and Dependent Accidental Death and Dismemberment Insurance

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

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

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

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

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

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

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

Section IV
Benefit Provisions

Employee and Dependent Accidental Death and Dismemberment Insurance

Business Travel Benefit

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

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

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

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

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

Seat Belt/Air Bag Benefit

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

Seat Belt Benefit

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

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

Air Bag Benefit

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

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

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

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

Section IV
Benefit Provisions

Employee and Dependent Accidental Death and Dismemberment Insurance

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

Disappearance

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

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

Common Accident Benefit

Sun Life will pay a Common Accident Benefit if an Employee and Dependent Spouse both die as a result of a common accident within 365 days of the date of that accident.

The Common Accident Benefit increases the Dependent Spouse death benefit to equal the Employee's amount of Accidental Death Benefit payable under this Policy or \$100,000, whichever is less.

The Common Accident Benefit is payable to an Employee's surviving Dependent Children.

Common Accident means the same accident or separate accidents occurring within a 24 hour period.

If an Accidental Death Benefit is not payable under this Policy for both the Employee and Dependent Spouse, no Common Accident Benefit is payable. If the Employee does not have a Dependent Child, no Common Accident Benefit is payable.

Repatriation Benefit

If an Accidental Death Benefit is payable and the Insured Person's loss of life occurs at least 100 miles from the Insured Person's permanent place of residence, Sun Life will reimburse the Executor or Administrator of the Insured Person's estate for the reasonable and customary expenses incurred for the preparation of the body and its transportation to the place of burial or cremation up to a maximum benefit of \$2,000. Written Proof of the expenses incurred must be submitted to Sun Life prior to payment.

**Section IV
Benefit Provisions**

Employee and Dependent Accidental Death and Dismemberment Insurance

Bereavement Counseling Benefit

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

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

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

Immediate Family Member means an Employee, an Employee's spouse or an Employee's child under age 19 or age 25 if a full-time student.

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

Rehabilitative Training Benefit

An Employee is eligible to receive a Rehabilitative Training Benefit if the Employee receives an Accidental Dismemberment Benefit under this Policy.

Rehabilitative Training means any occupational training which is required due to the Employee's Accidental Bodily Injury payable under this Policy.

The Rehabilitative Training Benefit is the lesser of:

1. \$5,000; or
2. 25% of the amount of Accidental Dismemberment Benefit payable; or
3. the actual Expense Incurred by the Employee for Rehabilitative Training reduced by any amount the Employee receives from other sources.

Expense Incurred means the actual out-of-pocket cost to the Employee for:

1. the Rehabilitative Training; and
2. the materials necessary for the Rehabilitative Training.

The Rehabilitative Training expenses must be incurred within 2 years following the date of the accident which caused the Accidental Bodily Injury. Sun Life must receive written proof of Expenses Incurred prior to payment of the Rehabilitative Training Benefit.

Section IV
Benefit Provisions

Employee and Dependent Accidental Death and Dismemberment Insurance

Dependent Education Benefit

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

A Dependent Child is eligible for an Education Benefit if the Dependent Child enrolls as a full-time student at a post-secondary school before reaching age 25 and within 1 year after the Employee's date of death.

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

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

The Dependent Child Education Benefit is payable at the end of each semester per dependent child, for a maximum of four consecutive years per child. Proof of the child's enrollment and Incurred Expenses are required each semester prior to payment of the benefit.

Incurred Expenses include tuition, fees, cost of books, room and board, transportation and any other costs paid directly to the school.

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

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

**Section IV
Benefit Provisions**

Employee and Dependent Accidental Death and Dismemberment Insurance

Child Care Benefit

Sun Life will pay a Child Care Benefit if an Employee or Dependent Spouse Accidental Death Benefit is payable and:

- an Employee's Dependent Child is enrolled in a legally licensed Child Care Center on the date of the accident; or
- an Employee's Dependent Child enrolls in a legally licensed Child Care Center within 365 days after the date of the Employee or Dependent Spouse's death; and
- the Employee's Dependent Child is under age 13.

The Child Care Benefit is the lesser of:

- the actual cost charged by the Child Care Center per year; or
- 3% of the Employee or Dependent Spouse's Accidental Death Benefit payable; or
- \$3,000.

The Child Care Benefit is payable each year for a maximum of 4 years per Dependent Child or until the child attains age 13, whichever is less. The Child Care Benefit is payable immediately upon receipt of satisfactory proof of paid expenses and that the Employee's Dependent child is enrolled in a legally licensed Child Care Center.

Child Care expenses do not include:

- expenses incurred prior to the Employee or Dependent Spouse's death; or
- charges for room and board; or
- charges for ordinary living, traveling or clothing expenses.

Child Care Center means a provider which is duly licensed, certified or accredited by the jurisdiction in which it is located, is run according to the laws and regulations applicable to child care facilities and which provides child care and supervision for children in a group setting on a regular basis. Child Care Center does not include a hospital, the child's home or care provided during the child's normal school hours.

Exclusions

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

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

**Section IV
Benefit Provisions**

Employee and Dependent Accidental Death and Dismemberment Insurance

Continuity of Coverage

In order to prevent loss of coverage for an Employee when this Policy replaces a group AD&D policy the Employer had in force with another insurer immediately prior to January 1, 2008, Sun Life will provide the following coverage.

Employees not Actively at Work on January 1, 2008

An Employee may become insured under this Policy on January 1, 2008, subject to all of the following conditions:

1. he was insured under the prior insurer's group AD&D policy immediately prior to January 1, 2008; and
2. he is not Actively at Work on January 1, 2008; and
3. he is a member of an Eligible Class under this Policy; and
4. premiums for the Employee are paid up to date; and
5. he is not receiving or eligible to receive benefits under the prior insurer's group AD&D policy.

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

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

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

Section V
Termination Provisions

Termination of Employee's Insurance

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

1. the date this Policy terminates.
2. the date the Employee is no longer in an Eligible Class.
3. the date the Employee's Class is no longer included for insurance.
4. the last day for which any required premium has been paid.
5. the date the Employee retires.
6. the date employment terminates. However, the Employer may continue an Employee's insurance as long as the Employer continues to pay premium on behalf of the Employees.
7. the date the Employee requests, in writing, to have his insurance terminated.
8. the date the Employee ceases to be Actively at Work due to a labor dispute, including any strike, work slowdown, or lockout.
9. the date the Employee enters active duty in any armed service during a time of war (declared or undeclared).

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

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

Section V
Termination Provisions

Termination of Dependent's Insurance

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

1. the date this Policy terminates.
2. the date the Employee ceases to be insured.
3. the date the Employee is no longer in an Eligible Class for Dependent Insurance.
4. the date the Dependent ceases to qualify as a Dependent.
5. the last day for which any required premium has been paid for insurance on the Dependent.
6. the date the Employee requests, in writing, to have his Dependent Insurance terminated.
7. the date the Employee dies.
8. the date the Dependent enters active duty in any armed service during a time of war (declared or undeclared).
9. the date the Employee retires.

Section V
Termination Provisions

Termination of Policy

This Policy will terminate for any of the following reasons:

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

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

Section VI
General Policy Provisions

A. Statements

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

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

B. Entire Contract - Policy Changes

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

C. Employee's Certificate

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

Section VI
General Policy Provisions

D. Furnishing of Information - Access To Records

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

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

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

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

E. Misstatement of Facts

If relevant facts about any individual were not accurate:

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

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

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

F. Examination and Autopsy

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

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

This right may be used as often as reasonably required.

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

Section VI
General Policy Provisions

G. Legal Proceedings

No legal action may start:

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

H. Workers' Compensation

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

I. Agency

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

J. Incontestability

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

Section VII Claim Provisions

A. Notice and Proof of Claim

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

1. Notice

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

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

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

If notice cannot be given within the applicable time period, Sun Life 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

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

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

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

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

Proof of Claim must consist of:

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

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

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

Section VII Claim Provisions

Proof must be satisfactory to Sun Life.

B. Insurer's Authority

The Plan Administrator has delegated to Sun Life its entire discretionary authority to make all final determinations regarding claims for benefits under the benefit plan insured by this Policy. This discretionary authority includes, but is not limited to, the determination of eligibility for benefits, based upon enrollment information provided by the Policyholder, and the amount of any benefits due, and to construe the terms of this Policy.

Any decision made by Sun Life in the exercise of this authority, including review of denials of benefit, is conclusive and binding on all parties. Any court reviewing Sun Life's determinations shall uphold such determination unless the claimant proves Sun Life's determinations are arbitrary and capricious.

C. 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.

D. 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

E. 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.

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

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

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

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

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

G. Change of Beneficiary

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

H. Methods of Payment

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

Section VIII Premiums

A. Premium Rates

Sun Life determines its initial or any subsequent monthly premium rate on the basis of the coverage being provided. After the initial monthly premium rate has been in effect for 36 months from January 1, 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 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 60 days in advance of the increase. Premium rate increases may take effect on an earlier date when both Sun Life and the Policyholder agree.

B. Payment of Premiums

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

C. Grace Period

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

SUN LIFE ASSURANCE COMPANY OF CANADA

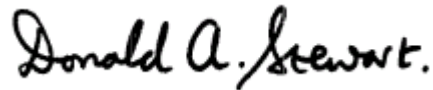
DOMESTIC PARTNER COVERAGE POLICY ENDORSEMENT

Effective January 1, 2008, this endorsement is attached to Group Policy Number 08702.

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

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

SUN LIFE ASSURANCE COMPANY OF CANADA

A handwritten signature in black ink that reads "Donald A. Stewart." The signature is written in a cursive style with a large initial 'D' and 'S'.

Chief Executive Office

SUN LIFE ASSURANCE COMPANY OF CANADA

CONTINUATION OF INSURANCE RIDER

Effective January 1, 2008 the following provision is added to Group Policy No. 08702-002
Accidental Death and Dismemberment Insurance Benefit Provision

Continuation of Coverage

Benefit

If the Employee's Accidental Death and Dismemberment Insurance ceases due to termination of his employment or retirement, the Employee may elect to continue coverage on his own life up to the amount of Accidental Death and Dismemberment Insurance that ceased.

If the Employee elects to continue coverage of his Accidental Death and Dismemberment Insurance, he may also elect to continue any amount of Dependent Accidental Death and Dismemberment Insurance that ceased due to his termination of employment or retirement.

If a former Employee elected to continue coverage prior to January 1, 2008, that former Employee will automatically be eligible to continue the same coverage under this Policy. However, coverage under the portability policy will cease once the Employee elects continuation of coverage.

Amount of Insurance

The amount of Accidental Death and Dismemberment Insurance the Employee may continue is the amount that ceased due to termination of employment or retirement, subject to a maximum of \$500,000.

A former Employee who was insured on December 31, 2007 may continue the same amount of insurance in force on December 31, 2007.

All amounts of insurance continued under this Rider are subject to any age reductions shown in Section I, Schedule of Benefits. However, if an Employee elects to reduce his or his Dependent Spouse's amount of Accidental Death and Dismemberment Insurance prior to the commencement of the age reductions, the age reductions will apply to the original amount of insurance the Employee elected to continue on himself or his Dependent Spouse and will not affect the current in force amounts until the current in force amount of insurance exceeds the original amount that would have been reduced.

Application for Continued Coverage for Employees who elect to continue coverage on or after January 1, 2008

1. Written application must be made to the plan administrator, Western Insurance Specialties, Inc. within 60 days following the date the Accidental Death and Dismemberment Insurance ceases.
2. If the application is received within 60 days, the continued coverage will be effective on the day after the date the Employee's retires or employment terminates.

Premium

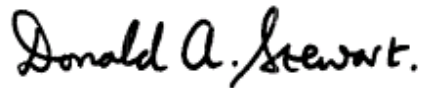
The premium will be the current rate per \$1,000 of coverage under the Group Policy for the age to which the insured belongs or the rate applicable at any subsequent renewal date.

Termination of Continued Coverage

Coverage continued under this Rider will terminate on the occurrence of the earliest of the following:

- the date for which the last premium has been paid by the former Employee; or
- the date the former Employee elects to terminate coverage; or
- the date this Policy terminates.

SUN LIFE ASSURANCE COMPANY OF CANADA



Chief Executive Officer