

CITY CLERK ORIGINAL

C-10001
06/09/2015

Sun Life Assurance Company of Canada Employer Information form



Sun Life Assurance Company of Canada is referred to as "Sun Life" throughout this form

We appreciate your assistance in providing complete information for your account. Please complete all sections of this form and return it to the Sun Life Group Sales office along with all required documentation

Employer information

Full legal name of employer (to appear on contract/policy documents) City of Glendale	Tax ID number 86-6000247	
Address 5850 W Glendale Ave Attn: Benefits Division		
City Glendale	State AZ	Zip code 85301

Is the employer in the process of filing or contemplating the filing of bankruptcy (Chapter 7), reorganization (Chapter 11), or similar insolvency proceedings? Yes No
If yes, explain: _____

Previous coverage information

1. Is this employer currently insured with Sun Life or has the employer previously applied for, or had, Sun Life Group insurance coverage? Yes No
2. Information contained in the prior carrier contract is essential to help protect your employees' benefit levels during a change of insurers. The prior carrier contract also helps determine coverage intent when transitioning to your new group policy.

Did you have prior coverage? Yes No
If yes, please provide a copy of the prior carrier contract and prior carrier bill to your Sun Life representative as soon as possible.

Eligibility and billing

Select one:

Online eligibility & billing (standard)

All online eligibility and billing. Enables the customer to administer benefits online.

Self-administration bill

All eligibility information and reporting summary of volumes and premium are maintained by the customer. Self-administration billing is not available for dental benefits.

List bill

All eligibility and billing are maintained by Sun Life Financial and a paper bill is sent to the customer. Available only upon request for cases fewer than 50 lives. Approval is required when the dental benefit is sold

Select benefits purchased:

Life

STD

LTD

Custom Disability

Critical Illness

Accident

Dental

Print Form

Benefits administrators and Internet access for the employer web portal

The head administrator automatically has access to all locations (if multiple) and all areas of the site:

- Membership and billing—for online billing customers only
- Premium Payment—available to self-administered customers only as a substitute for online billing
- Claims—available to customers with LTD, STD, or SunAdvisor®
- Evidence of Insurability
- Policy documents (contracts, booklets, general forms, and benefits administration guides)

Restricted access – the benefits administrator can restrict access by location for claims, EOI, membership, and billing.

Note – restrictions may apply based on your policy.

Notice Regarding Electronic Transactions:

- Subject to the Employer's consent, transactions involving membership and billing, premium payment, Evidence of Insurability, claims where applicable, and delivery of policy documents will be conducted electronically;
- The Employer may obtain, at no additional charge, a paper copy of any document or notice that has been delivered electronically by request to the Sun Life service representative;
- The Employer may withdraw its consent for electronic transactions by submitting a written request to the Sun Life service representative.

Primary benefits administrator

Name of primary benefits administrator Vicki Moss			Title Benefit Administrator	
Street address 5850 W Glendale Ave Attn: Benefits Division		City Glendale	State AZ	Zip code 85301
Phone number 623-930-2297	Fax number 623-930-2107	E-mail address vmoss@glendaleaz.com	<input checked="" type="checkbox"/> Head web administrator (Access to ALL capabilities)	

Additional web administrators

Name of administrator Charlotte Beadles	E-mail address cbeadles@glendaleaz.com	<input checked="" type="checkbox"/> Full access (standard) <input type="checkbox"/> Restricted access
Name of administrator	E-mail address	<input type="checkbox"/> Full access (standard) <input type="checkbox"/> Restricted access

After registering online, head administrators may add additional users to the employer web portal. The employer web portal offers additional configuration options that you can set for each of your users (turn on/off access to areas of the site, provide e-mail alerts, etc.). Please see the Manage Users section of the site for more information.

Which party will submit claims to Sun Life?

- Primary benefits administrator only Primary benefits administrator and additional administrators
 TPA (please make sure you complete the TPA Contact Information section)

Will your plan have multiple billing groups/locations? Yes No

If yes, please provide contact information for additional billing groups/locations below.

Billing group / location

Name of location (if applicable) See Attached	<input type="checkbox"/> Subsidiary <input type="checkbox"/> Division	Billing group 001	SIC code	No. of employees at location 1
Name of benefits administrator at this location Vicki Moss		Title HR Administrator-Benefits	Phone number 623-930-2297	
Street address 5850 W Glendale Ave		City Glendale	State AZ	Zip code 85301

Billing group / location

Name of location (if applicable) See Attached	<input type="checkbox"/> Subsidiary <input type="checkbox"/> Division	Billing group 002	SIC code	No. of employees at location
Name of benefits administrator at this location		Title	Phone number	
Street address		City	State	Zip code

Check here if including additional billing groups and fill out information.

Benefits administrators and internet access for the employer web portal, continued

Billing group / location

Name of location (if applicable) See Attached	<input type="checkbox"/> Subsidiary <input type="checkbox"/> Division	Billing group 003	SIC code	No. of employees at location
Name of benefits administrator at this location		Title		Phone number
Street address		City	State	Zip code

Billing group / location

Name of location (if applicable) See Attached	<input type="checkbox"/> Subsidiary <input type="checkbox"/> Division	Billing group 004	SIC code	No. of employees at location
Name of benefits administrator at this location		Title		Phone number
Street address		City	State	Zip code

Billing group / location

Name of location (if applicable) See Attached	<input type="checkbox"/> Subsidiary <input type="checkbox"/> Division	Billing group 005	SIC code	No. of employees at location
Name of benefits administrator at this location		Title		Phone number
Street address		City	State	Zip code

Third party administrator (TPA) contact information (complete only if using a TPA)

Complete this section only if you are using a TPA for premium, claims, etc. Not applicable for Sun Life Connect.

Name of TPA firm		E-mail address	
Name of contact person at TPA firm		Title	Phone number
Street address of firm		City	State Zip code

What is the role of the TPA? Premium Claims
 If processing claims, do you want to receive an Explanation of Benefits (EOB)? Yes No

Employee eBooklet documents

Your legal name will be listed on every booklet. Your employee eBooklet document(s) will be delivered on your employer web portal. You will receive notification when they are ready for delivery.

Please specify the title(s) that should appear on your eBooklet(s).

Applicable to all benefits, excluding dental coverage:

Do you want eBooklets split by class/location/product? Yes No

If yes, complete the boxes below (or use a separate sheet).
 If no, only your legal name will be listed.

Title of eBooklet 1: (standard)

Title of eBooklet 2:
 Title of eBooklet 3:

Work locations by state

Please provide work locations by state for employees eligible for coverage under this policy. Use additional sheets if more space is required.

State	Number of employees
Arizona	1599

State	Number of employees

Census data verification

Sun Life is committed to ensuring accurate employee information is used when administering your account. During the implementation process, Sun Life will verify the accuracy of this critical census data. Below please indicate the contact Sun Life should work with to verify the information. If neither box is selected we will proceed working with the Benefit Administrator.

- Benefits administrator will validate all census information
- Benefits administrator assigned the census validation authority to the broker

General administrative options

A. Eligibility: Eligible employees must be working at the employer's usual place of business. Employees not regularly working at least 30 hours per week are considered part-time.

Please note that employees not actively at work are not covered until they return to work, unless required by applicable state law or approved in writing by the Sun Life Underwriting department.

Eligible employees:

All full-time U.S. employees working in the U.S. and scheduled to work 30 hours (standard)

How many hours per week are required to be eligible?: 30

Other: _____
(May require Home Office approval.)

Are union members being covered? _____ Yes No

Eligible dependents:

Spouse Child(ren)

Domestic partner (coverage may not be available in all states)

B. Eligibility waiting period:

None / immediate

_____ days (30 days is standard) or _____ months

First of the month coinciding with or following days _____ or months _____ or date of hire

Other (specify or attach): _____

Separate waiting period for product or additional classes (please explain): _____

Example: If "first of the month coinciding with or following 30 days" is checked, an employee hired on March 14 is not eligible until May 1 even if the plan's effective date with Sun Life Financial is April 1.

Rehire provision:

C. An employee rehired during this time does not have to complete a new waiting period in order to be eligible for benefits. The rehire provision must be the same for all benefits.

3 months 6 months (standard) 9 months 12 months

Other (cannot be used when dental is sold): None

Continuation of insurance:

D. One month continuation due to layoff / leave of absence and for life insurance, 12 months of continuation due to injury or sickness (standard)

If your continuation differs, please specify. See Attached (page 16 current SPD)

Note: Any differences from Sun Life's standard, will require underwriting approval

General administrative options, continued

Note: Changes will affect your billing administration.

E Changes in insurance take effect as follows: (select one within each category)

Age reduction changes (for life insurance): Immediately (standard) First of the month following
 First of the month coincident with or next following Annually on policy anniversary
 Annually on January 1st

Age banded premium (step-rate) changes: Immediately (standard) First of the month following
 First of the month coincident with or next following Annually on policy anniversary
 Annually on January 1st

Benefit amount changes (if you have changes only during annual enrollment, see annual enrollment section I below):

Immediately (standard) First of the month following
 First of the month coincident with or next following
 Annually on _____ Other: _____

Salary changes: (if your earnings definition is based on W-2, K-1, or prior calendar year, salary changes will be made annually as of January 1st; in all cases the same salary basis must be used for premium and benefit calculations)

Immediately (standard) First of the month following
 First of the month coincident with or next following
 Annually on _____ Other: _____

F Spouse age changes are: (applicable to dependent life insurance only)

Measured based on age of spouse (standard) Measured based on age of employee

G. Termination of insurance:

The date of termination (standard) End of the month

H Annual enrollment:

Do you have an annual enrollment period? Yes No

Do you allow changes only during your annual enrollment (excluding qualifying event)? Yes No

When do annual enrollment changes take effect? July 1

Please specify when you administer your annual enrollment, if applicable:

1st Quarter 2nd Quarter 3rd Quarter 4th Quarter Month April/May Date Range: _____

I. Did you purchase an Employee Assistance Program (EAP) with your benefit(s)? Yes No

J Payroll deduction frequency

Weekly Biweekly Monthly Semi-monthly Start date: _____

The above selection will apply for all billing groups unless specified.

Do you want a voluntary benefit payroll deduction report generated? Yes No

Definition of earnings

Earnings: The amount of an employee's earnings upon which claims will be paid, and how premiums are being paid

Choose the applicable definition from the following list.

- Current gross earnings (standard)** – These exclude commissions, bonuses, overtime pay, and extra compensation. This includes employee pre-tax contributions to a qualified deferred compensation plan, 401(k) plan, Section 125 plan, or flexible spending account. (Standard)

If the definition is not for all coverages / classes, this definition applies to: _____

- Other gross earnings** – These include employee pre-tax contributions to a qualified deferred compensation plan, 401(k) plan, Section 125 plan, or a flexible spending account

Make the appropriate selection below.

Based on:	Prior calendar year	Prior 2 calendar years	Prior 3 calendar years	Current Frozen as of _____ (example: June 1)
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Include:

Averaged over:	12 months	24 months	36 months	Prior calendar year	Prior 2 calendar years	Prior 3 calendar years
<input type="checkbox"/> Commissions	<input type="checkbox"/>					
<input type="checkbox"/> Bonuses	<input type="checkbox"/>					

Commissions and/or bonuses selected above are averaged together with earnings. If this should be otherwise, please specify.

If the definition is not for all coverages / classes, this definition applies to: _____

- W-2 earnings** – These exclude employee pre-tax contributions to a qualified deferred compensation plan, 401(k) plan, Section 125 plan, or flexible spending account, but will include overtime, commissions, bonuses and any other income that is reported on the employee's W-2 as "salary, wages and tips."

Averaged over:	Prior calendar year	Prior 2 calendar years	Prior 3 calendar years
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If the definition is not for all coverages/classes, this definition applies to: _____

- Partners, owners, and/or shareholders** – If the earnings above will not apply to a partner, owner, or shareholder, please complete the following.

Tax form (select one):			Income included:	<input type="checkbox"/> Ordinary business income (most common)
Schedule K	<input type="checkbox"/> 1065	<input type="checkbox"/> 1120S		<input type="checkbox"/> Guaranteed payments
Schedule C	<input type="checkbox"/> 1040			<input type="checkbox"/> Net income
				<input type="checkbox"/> Net earnings from self-employment

- Other (specify or attach)** - _____

Averaged over:	Prior calendar year	Prior fiscal / tax year (example April 1 st – March 31 st)
	<input type="checkbox"/>	<input type="checkbox"/>

If the definition is not for all coverages / classes, this definition applies to: _____

If none of the above applies, please contact your sales representative.

ERISA information

Not required for public entities

Does ERISA plan information need to be included with your certificate and/or eBooklet? Yes No

If yes, please provide all of the following required information:

Agent for legal process		Name of plan administrator		
Street address		City	State	Zip code
Employer Identification Number (EIN)	ERISA plan number		Plan year end	

Agent for legal process – This is not the person who receives commission but the person who is designated by the plan administrator to accept legal notices. This individual does not “produce” anything.

Example: The plan number is PN501 unless another number is assigned by the employer or the plan administrator.

Life insurance

Employee contributions:

- | | | | | |
|---------------------------------------------------------|-----|---|----|-------|
| <input checked="" type="checkbox"/> Employee basic life | 0 | % | or | \$0 |
| <input checked="" type="checkbox"/> Employee basic AD&D | 0 | % | or | \$0 |
| <input type="checkbox"/> Dependent basic life | N/A | % | or | \$N/A |

If the optional / voluntary life and AD&D is anything but 100% employee paid, please indicate the percentage(s) here: _____

Value-added services:

If you purchased employee life, you are eligible to receive one of two value-added services packages offered by Sun Life. Please make your selection below. If no selection is made, you will automatically be enrolled in choice #2.

- Choice #1 – emergency travel assistance
For employees and dependents traveling 100+ miles from home and identity theft protection for employees. These services are provided by Assist America ® and are not insurance

- Choice #2 – online will preparation (standard)
Note: Not available for policies with less than 25 lives.
For employees and spouses. Also, claimant support services for claimants and their families needing professional, telephone-based grief, legal, or financial counseling. These services are provided by ComPsych ® and are not insurance.

WE CURRENTLY HAVE BOTH PRODUCTS WITH THE HARTFORD. WOULD LIKE TO CONTINUE BOTH @ NO EXTRA COST.

Life Insurance, continued

Actively at Work:

Identifying employees who are not at work on the eligibility date helps us prevent any coverage issues before they occur. An employee who is not actively at work means that he or she cannot perform all of the regular duties of his or her job for a full work day due to a disabling illness or injury.

Please let your Sun Life representative know if there are any special agreements or amendments to the prior carrier contract and if any employees are:

- On workers' compensation
- Partially disabled
- Eligible to convert
- Grandfathered or retired

Please use the space provided to list those employees who are not at work on the eligibility date.

Note: Group life benefit in-force amount includes basic and optional/voluntary life coverage amounts.

For life insurance only:

Employee name	Date of birth	Last day worked	Group life benefit In force	Expected Return-to-work date	Continuation with Premium	Waiver claim filed?
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Check here if you require more space. We will accept a spreadsheet listing the information requested below for each employee.

If you selected yes to any of the above, please complete the questions below for each employee affected.

If a waiver claim was filed, please indicate the name of the employee and the prior carrier's decision
If no waiver claim was filed, please indicate the name of the employee and what the Waiting Period is for filing a Waiver of Premium claim.

Please note: Employees who are not Actively at Work on the effective date can be covered only under the Continuity of Coverage provision. Continuity of Coverage is not available to employees who are eligible for or receiving benefits (including Waiver of Premium) under another group insurance provision in the policy. The prior carrier contract also helps determine coverage intent when transitioning to your new group policy. **FAILURE TO IDENTIFY THESE EMPLOYEES AND TO FILE FOR WAIVER OF PREMIUM WITH THE PRIOR CARRIER MAY RESULT IN A LOSS OF COVERAGE FOR THEM.**

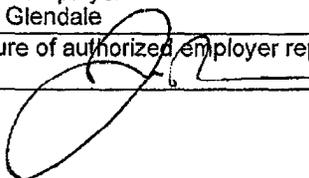
Authorization and signature

The undersigned employer has read, understands, and agrees that:

1. The requested group insurance will:
 - be issued only if the requested insurance is accepted by Sun Life and is legally permissible (cashing of the initial deposit check or processing initial deposit payments does not constitute approval of the requested insurance);
 - be issued in the language customarily used by Sun Life;
 - be subject to Sun Life's standard underwriting requirements; and
 - take effect on the date determined by Sun Life.
2. All information given in connection with this Employer Information form is true and complete to the best of the employer's knowledge, information, and belief. If any information given on this form differs from what is given on the Application for Group Insurance, the terms of the Application for Group Insurance will control.
3. Employees not Actively at Work on the effective date agreed to by Sun Life will be identified to Sun Life and will be insured only as required by law or as approved in writing by Sun Life.
4. No producer, agent, or broker can make or modify a contract for Sun Life, and all coverage will be as stated in Sun Life policies. No agent or broker has the authority to guarantee the acceptability of the requested insurance.
5. When you purchase insurance from us, we pay compensation to the producer and/or to any agency through which the producer works. If the producer works through an agency, the agency may pay compensation directly to the producer. Compensation may include commissions when a policy is purchased or renewed, and fees for other services. The compensation may vary by the type of insurance purchased. Additionally, bonuses and incentive trips or awards associated with sales may be paid based on the overall sales volume or persistency of business. The compensation that we pay to producers may differ from that paid by other insurance companies. If you have questions, contact your producer directly.
6. Employer agrees to not alter any NAIC publication provided by Sun Life, to limit distribution to its employees, to only distribute the most current version as supplied by Sun Life and to not receive any compensation for its use. Employer acknowledges any NAIC publication is the exclusive property of the NAIC and will take no action adverse to those rights. Employer will dispose of any copies of NAIC publications supplied by Sun Life when its group insurance with Sun Life terminates.
7. **Employer web portal authorization:** Pursuant to the "Notice Regarding Electronic Transactions" under "Benefits Administrators and Internet access for the employer web portal" section, the employer consents to electronic delivery of notices, policy documents and to other transactions as described in this section. The employer authorizes the administrators named in that section to have access to the employer web portal and requests that a user name and password be assigned to allow for such access.
8. **Kentucky only:** The employer authorizes Sun Life Financial at its discretion to communicate cancellations, renewals, premium increase and to deliver policy documents electronically by the web portal. The employer is aware that this election operates as consent for all notices to be sent electronically; therefore, the employer should be diligent in updating the electronic mail address provided to the insurer.

The policyholder may, at its option, request Sun Life to provide paper copies of the policy and all notices; or to receive the policy electronically and all notices in paper copy; or to receive the policy and all notices electronically.

I certify that the above statements in this document are true and complete.

Name of employer City of Glendale		Date 3/12/15
Signature of authorized employer representative X 		Title HR & Risk Management Director

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ATTACHMENT
CURRENT CLASS DEFINITIONS

Benefit Details

Case Name: CITY OF GLENDALE
Policy Number: 0GL677408
Case Effective Date: 07/01/2008
Status: ACTIVE
As of Date: 03/03/2015
Bill Group: CITY OF GLENDALE
Experience Group: CITY OF GLENDALE
Coverage: LIFE
Plan Description: BASIC LIFE

Class Definition(s):

- 1-All Full-Time Active City Managers Hired On The 1st, 2nd Or 3rd Of The Month
- 2-All Full-Time Active City Managers Hired After The 3rd Of The Month
- 3-All Full-Time Active Employees Excluding City Managers Hired On The 1st, 2nd
- 4-All Full-Time Active Employees Excluding City Managers Hired After The 3rd
- 5-Retirees

Provision	Class	Description
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[Return to Plans/Rates](#)

City of Glendale Current SPD

Your coverage will end on the earliest of the following:

- 1) the last day of the month following the date The Policy terminates;
- 2) the last day of the month following the date You are no longer in a class eligible for coverage, or The Policy no longer insures Your class;
- 3) the last day of the month following the date the premium payment is due but not paid;
- 4) the last day of the month following the date Your Employer terminates Your employment; or
- 5) the last day of the month following the date You are no longer Actively at Work;

unless continued in accordance with any one of the Continuation Provisions.

Retiree Coverage Termination: *When will my Retiree Coverage End?*

Your coverage will end on the earliest of the following for Retirees, the last day of the month following the date you reach age 70.

Dependent Termination: *When does coverage for my Dependent end?*

Coverage for Your Dependent will end on the earliest to occur of:

- 1) the last day of the month following the date Your coverage ends;
- 2) the last day of the month following the date the required premium is due but not paid;
- 3) the last day of the month following the date You are no longer eligible for Dependent coverage;
- 4) the last day of the month following the date We or the Employer terminate Dependent coverage; or
- 5) the last day of the month following the date the Dependent no longer meets the definition of Dependent;

unless continued in accordance with the Continuation Provisions.

Continuation Provisions: *Can my coverage and coverage for my Dependents be continued beyond the date it would otherwise terminate?*

Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way

The amount of continued coverage applicable to You or Your Dependents will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Continued coverage:

- 1) is subject to any reductions in The Policy;
- 2) is subject to payment of premium;
- 3) may be continued up to the maximum time shown in the provisions; and
- 4) terminates if The Policy terminates.

In no event will the amount of insurance increase while coverage is continued in accordance with the following provisions. The Continuation Provisions shown below may not be applied consecutively.

In all other respects, the terms of Your coverage and coverage for Your Dependents remain unchanged.

Leave of Absence: If You are on a documented leave of absence, other than Family and Medical Leave or Military Leave of Absence, Your coverage (including Dependent Life coverage) may be continued until the last day of the month following the month in which the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately

Military Leave of Absence: If You enter active full-time military service and are granted a military leave of absence in writing, Your coverage (including Dependent Life coverage) may be continued for up to 12 weeks. If the leave ends prior to the agreed upon date, this continuation will cease immediately

Lay Off: If You are temporarily laid off by the Employer due to lack of work, all of Your coverage (including Dependent Life coverage) may be continued until the last day of the month following the month in which the lay off commenced. If the lay off becomes permanent, this continuation will cease immediately.

Sickness or Injury: If You are not Actively at Work due to sickness or injury, all of Your coverages (including Dependent Life coverage) may be continued:

- 1) for a period of 12 consecutive month(s) from the date You were last Actively at Work; or
- 2) if such absence results in a leave of absence in accordance with state or federal family and medical leave laws, then the combined continuation period will not exceed 12 consecutive month(s).

Family and Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage(s) (including Dependent Life coverage) may be continued for up to 12 weeks, or 26 weeks if You qualify for Family Military Leave, or longer if required by other applicable

Sun Life Assurance Company of Canada

Application for Group Insurance



1. Applicant Organization

Please PRINT clearly.

Full legal name (As it is to be shown in the Group Policy) City of Glendale		
Main office address 5850 W Glendale Ave Ste 317		
City Glendale	State AZ	Zip code 85301

Type of Organization: Corporation S Corporation Partnership
 Sole Proprietor LLC/LLP

Subsidiaries or Affiliates to be Included

1.	Legal name
	Full address (street, city, state and zip code)
2.	Legal name
	Full address (street, city, state and zip code)

If you need more space, check here and attach a separate page

2. Insurance Coverage Requested

If any requested coverage is to have a different effective date than the date indicated at right, please note the effective date next to the coverage.

Requested effective date (mm/dd/yy) 7/1/2015

- Life
- Accidental Death & Dismemberment
- Long Term Disability
- Short Term Disability
- Customized Disability
- Dental
- Critical Illness
- Cancer
- Accident
- Other _____

2. Insurance Coverage Requested continued

Premium Information

If Sun Life Assurance Company of Canada does not agree to provide the coverage requested in this Application, it will return the amount paid with the application to the Applicant. No insurance shall take effect until Sun Life Assurance Company of Canada approves this Application and issues an insurance policy to the Applicant.

Amount Paid with this Application N/A

3. Fraud Warnings

Please read the fraud warning below before signing this form. Where noted, state law requires that we notify you of the following:

Fraud Warning (except as specified below): Any person who knowingly and with intent to defraud any insurance company or any other person files an application for insurance, containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

For AR, LA, MA, NM, RI, and WV, the following fraud warning applies: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Fraud Warning – CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Fraud Warning – District of Columbia: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Fraud Warning – FL: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Fraud Warning – KS: Any person who knowingly and with intent to defraud any insurance company or other person files an Application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of insurance fraud as determined by a court of law.

Fraud Warning – KY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance, containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and subjects such person to criminal and civil penalties.

Fraud Warning – MD: Any person who knowingly OR willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly OR willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Fraud Warning – ME, TN, VA, and WA: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

For NJ the following notice applies: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

For OH the following notice applies: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

For OK the following notice applies: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

For OR the following notice applies: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.

For PR the following notice applies: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

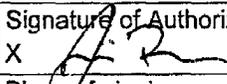
4. Terms of Agreement

The Applicant hereby applies for Group Insurance as specified in the Sun Life Assurance Company of Canada (Sun Life) proposal. The undersigned Applicant has read, understands and agrees that:

1. The insurance requested in this Application for Group Insurance will not become effective until you have been notified in writing by Sun Life that it has been approved. As such, you should carefully consider whether you should terminate your existing group insurance coverage prior to Sun Life notifying you that it has made a determination with respect to the insurance requested in your Application for Group Insurance.
2. The requested group insurance will:
 - be issued only if the requested insurance is accepted by Sun Life and is legally permissible;
 - be issued under a Group Policy or Policies in the language customarily used by Sun Life;
 - be subject to Sun Life's standard underwriting requirements; and
 - take effect on the date determined by Sun Life.
3. All information given in connection with this Application for Group Insurance is true and complete to the best of the Applicant's knowledge, information and belief.
4. Premium rate quotes are based on the data previously submitted to Sun Life. Final premium rates will be determined based on the final census submitted. Sun Life reserves the right to re-rate any coverage retroactively to the effective date or take other appropriate actions if any information provided to us is not true or is incomplete.
5. If Sun Life approves an Applicant's request for group insurance coverage, employees who are not actively at work on the group insurance policy's effective date will only be insured if they satisfy the policy's "Continuity of Coverage" provision or are required to be covered by law.
6. No producer, agent or broker can make or modify a contract for Sun Life and all coverage will be as stated in Sun Life policies. No agent or broker has the authority to guarantee the acceptability of the requested insurance.
7. When you purchase insurance from us, we pay compensation to the producer and/or to the agency through which the producer works. If the producer works through an agency, the agency may pay compensation directly to the producer. Compensation may include commissions when a policy is purchased or renewed, and fees for other services. The compensation may vary by the type of insurance purchased. Additionally, bonuses and incentive trips or awards associated with sales may be paid based on the overall sales volume or persistency of business. The compensation that we pay to producers may differ from that paid by other insurance companies. If you have questions, contact your producer directly.
8. This Application is made a part of the Group Policy.

5. Authorization

I acknowledge that I have read and understood the Terms of Agreement and the Fraud Notices above.

Name and title of Applicant organization's Authorized Representative Jim Brown HR & Risk Management Director			
Signature of Authorized Representative X 			
Place of signing Glendale, Arizona		Date 3/12/15	
Name of Agent/Broker		Agent/Broker license no	
Street address	City	State	Zip code
Signature of Agent/Broker X		Date	
Countersigned by licensed resident agent (where required by law) X		Agent license no.	

SUN LIFE ASSURANCE COMPANY OF CANADA

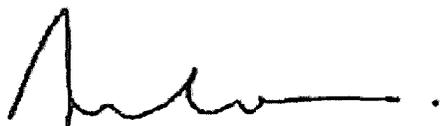
Policyholder: City of Glendale
Policy Number: 240367-001
Policy Effective Date: July 1, 2015
Policy Anniversary: July 1, 2016

This Policy is delivered in Arizona 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 July 1, 2016.

Sun Life Assurance Company of Canada (Sun Life) agrees to pay the benefits in accordance with all provisions provided by this Policy for Employee Basic Life, Employee Basic Accidental Death and Dismemberment, Dependent Basic Life, Employee Optional Life, Employee Optional Accidental Death and Dismemberment and Dependent Optional 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 11:59:59pm.

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



Dean A. Connor
President and 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 Basic Life and Employee Basic Accidental Death and Dismemberment Insurance

All Full-Time United States Employees working in the United States scheduled to work at least 30 hours per week.

Dependent Basic Life, Employee Optional Life and Employee Optional Accidental Death and Dismemberment Insurance

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

Dependent Optional Life Insurance

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

WAITING PERIOD

All Eligible Employees hired on the 1st, 2nd or 3rd day of the month
Until the first of the month following date of employment

All Other Eligible Employees
Until the first of the month following 30 days of employment

Section I
Schedule of Benefits

EMPLOYEE LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

BASIC INSURANCE

CLASSIFICATION

- 1 All Eligible City Managers hired on the 1st, 2nd or 3rd day of the month
- 2 All Other Eligible City Managers
- 3 All Other Eligible Employees hired on the 1st, 2nd or 3rd day of the month
- 4 All Other Eligible Employees

CLASS	LIFE	AD&D
1 and 2	2 times the Employee's Basic Annual Earnings* plus \$1,000	An amount equal to the Employee's amount of Basic Life Insurance in force
3 and 4	1 times the Employee's Basic Annual Earnings* plus \$1,000	An amount equal to the Employee's amount of Basic Life Insurance in force

**Section I
Schedule of Benefits**

OPTIONAL INSURANCE

CLASSIFICATION

- 1 All Eligible Employees hired on the 1st, 2nd or 3rd day of the month
- 2 All Other Eligible Employees

CLASS	LIFE	AD&D
1 and 2	An Employee may elect an amount of Optional Life Insurance in \$50,000 increments	An amount equal to the Employee's amount of Optional Life Insurance in force

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

The **Basic Maximum Benefit** for Classes 1 and 2 is \$500,000.

The **Basic Maximum Benefit** for Classes 3 and 4 is \$300,000.

The **Optional Maximum Benefit** is \$500,000.

(Applicable to Employees insured on June 30, 2015)

The **Guaranteed Issue Amount** for Optional Life Insurance is the amount of Optional Life Insurance the Employee had in force on June 30, 2015.

(Applicable to Employees hired on or after July 1, 2015)

The **Guaranteed Issue Amount** for Optional Life Insurance is \$200,000.

An Employee's amount of Basic and Optional Life and Accidental Death and Dismemberment Insurance shown in the Schedule will reduce to 65% when he attains age 70, to 45% when he attains age 75 and to 30% when he attains age 80.

An Employee's Basic Life Insurance terminates at the Employee's retirement, unless the Employee is eligible for Retiree Basic Life Insurance. An Employee's Optional Life and Basic and Optional Accidental Death and Dismemberment Insurance terminates at the Employee's retirement.

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

- an Employee who elects no coverage and subsequently elects Basic Life Insurance; or
- an Employee who elects Basic Life Insurance only and subsequently elects Optional Life Insurance; or
- an Employee who elects an increase in his amount of Optional Life Insurance; or
- an Employee whose amount of Life Insurance is in excess of the Guaranteed Issue Amount.

**Section I
Schedule of Benefits**

RETIRED EMPLOYEES (Basic Life Insurance only)

BASIC LIFE INSURANCE

CLASSIFICATION

- 1 - All Eligible Sworn Public Safety Employees with at least 20 years of service with the City of Glendale
- 2 – All Other Eligible Employees who were;
 - hired prior to July 1, 2005 with at least 5 years of service with the City of Glendale; or
 - hired on or after July 1, 2005 with at least 10 years of service with the City of Glendale.

CLASS	LIFE
1 and 2	1 times the Employee's Basic Annual Earnings* on the day prior to retirement, plus \$1,000, subject to a Maximum Benefit Amount of \$100,000

* rounded to the nearest \$1,000, if not already a multiple of \$1,000.

A Retired Employee's amount of Basic Life Insurance terminates at age 70.

An Employee must elect Retiree Life Insurance within 31 days following retirement. An Employee may not elect Retiree Life Insurance later than 31 days following retirement, nor reinstate terminated coverage.

**Section I
Schedule of Benefits**

DEPENDENT LIFE INSURANCE

BASIC LIFE INSURANCE

CLASSIFICATION

- 1 All Eligible Employees hired on the 1st, 2nd or 3rd day of the month
- 2 All Other Eligible Employees

Class	Spouse	Child under age 26
1 and 2	\$1,000	\$1,000*

- * the amount of Dependent Basic Life Insurance for a child under 15 days is None.
- * the amount of Dependent Basic Life Insurance for a child age 15 days but under 6 months is \$100.

(The amount of Dependent Basic Life Insurance cannot exceed 50% of the Employee's amount of Basic Life Insurance.)

OPTIONAL LIFE INSURANCE

CLASSIFICATION

- 1 All Eligible Employees hired on the 1st, 2nd or 3rd day of the month
- 2 All Other Eligible Employees

CLASS	Spouse	Child under age 26
1 and 2	An Employee may elect an amount of Dependent Spouse Optional Life Insurance in \$25,000 increments	\$5,000*

The Dependent Spouse **Optional Maximum Benefit** is \$100,000.

- * the amount of Dependent Optional Life Insurance for a child under 15 days is None.
- * the amount of Dependent Optional Life Insurance for a child age 15 days but under 6 months is \$100.

(The amount of Dependent Optional Life Insurance cannot exceed 50% of the Employee's amount of Optional Life Insurance)

An Employee's amount of Dependent Spouse Optional Life Insurance shown in the Schedule will reduce to 65% when the Dependent Spouse attains age 70, 45% when the Dependent Spouse attains age 75 and 30% when the Dependent Spouse attains age 80.

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 elects Dependent Basic Life Insurance only and subsequently elects Dependent Spouse Optional Life Insurance; or
- an Employee who elects Employee Basic Life Insurance only and subsequently elects Employee Optional Life and Dependent Spouse Optional Life Insurance; or
- an Employee who elects an increase in his amount of Dependent Spouse Optional Life Insurance.

Section I
Schedule of Benefits

CONTRIBUTIONS

Employees will not contribute to the cost of their Employee Basic Life, Employee Basic Accidental Death and Dismemberment and Dependent Basic Life Insurance.

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

Retirees will contribute to the cost of their Retiree Basic Life Insurance

INITIAL MONTHLY PREMIUM RATES

Employee Basic Life Insurance	Refer to Attachment A
Employee Optional Life Insurance	Refer to Attachment A
Employee Basic Accidental Death and Dismemberment Insurance	Refer to Attachment A
Employee Optional Accidental Death and Dismemberment Insurance	Refer to Attachment A
Dependent Basic Life Insurance	Refer to Attachment A
Dependent Optional Life Insurance	Refer to Attachment A

The initial monthly premium rates are guaranteed until June 30, 2018, 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 becomes eligible for insurance under this Policy. Classes eligible for insurance are shown in Section I, Schedule of Benefits.

Employee means a person who is employed by the Employer within the United States, scheduled to work at least the number of hours shown in Section I, Schedule of Benefits, and paid regular earnings. If the Employee is working on a temporary assignment outside of the United States for a period of 12 months or less, the Employee will be deemed to be working within the United States. If the Employee is working outside of the United States for more than 12 months or other than on a temporary assignment, the Employee will not be considered an Employee under this Policy unless Sun Life approves the Employee in writing.

Employer means City of Glendale and includes any Subsidiary or Affiliated company named in the Application.

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 31 days following a premium due date.

Guaranteed Issue Amount means the maximum amount of insurance available under this Policy without Evidence of Insurability. If the Employee's amount of insurance exceeds the Guaranteed Issue Amount available under this Policy,

Section II Definitions

any amount in excess of the Guaranteed Issue Amount is available to the Employee 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.

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

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

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

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

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

Policyholder means the entity to whom the Policy is issued.

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

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

Employer's Retirement Plan will include any Retirement Plan:

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

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

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

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

Section II Definitions

The following Definitions are applicable to Life Insurance

Basic Annual Earnings means the Employee's current salary or wage from the Employer. Basic Annual Earnings includes deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account, but does not include income received due to commissions, bonuses, overtime pay or any other extra compensation.

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

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.

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

Retired Employee means a former Employee of the Employer as determined in Section I, Schedule of Benefits and prior to his retirement was insured as an active Employee.

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.

Total Disability or Totally Disabled for purposes of determining eligibility for Waiver of Premium means an Employee, because of Injury or Sickness, is unable to perform the material and substantial duties of any occupation for which he is or becomes reasonably qualified for by education, training or experience.

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 26.

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 the child's 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.

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.

Dependent does not include:

- any person who is insured as an Employee; or
- any person residing outside the United States, Canada or Mexico. This exclusion does not apply to a Dependent who resides with an Employee who is on a temporary work assignment outside the United States.

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

Section II
Definitions

The following Definitions are applicable to Accidental Death and Dismemberment Insurance

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

AD&D means Accidental Death and Dismemberment.

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. July 1, 2015; or
2. the first day of the month following the Employee's date of employment for All Eligible Employees hired on the 1st, 2nd or 3rd day of the month; or
3. the first day of the month following the date the Employee completes the Waiting Period for All Other Eligible Employees.

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 Basic Life Insurance for Dependent Basic Life Insurance; or
2. the date he is insured for Employee Optional Life Insurance for Dependent Optional Life Insurance; or
3. July 1, 2015; or
4. the date the Employee first acquires a Dependent.

C. Effective Date of Insurance

Non-Contributory Insurance

An Employee will be insured, subject to the Delayed Effective Date of Insurance, on 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 Basic Life Insurance; or
- the date the Dependent first becomes a Dependent.

Contributory 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 31st 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 31 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 31st day after his Eligibility Date for Dependent Life Insurance; or

Section III
Eligibility and Effective Dates

- the date Sun Life approves the Dependent's Evidence of Insurability, if the Employee makes a written application for Dependent Life Insurance later than 31 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.

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.

Reinstatement of Insurance

An Employee previously insured under this Policy will become insured, subject to the Delayed Effective Date of Insurance, on the date he is eligible. The Employee will be enrolled in the same plan option elected prior to his termination if he becomes insured again within 12 months. An Employee may apply for an increase in his amount of insurance after coverage is reinstated, but the Employee must submit Evidence of Insurability. The increased amount of insurance will not be effective until Sun Life approves the Employee's Evidence of Insurability.

Changes in Insurance

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

Changes in an Employee's amount of insurance due to a change in Employee's incremental schedule or age will take effect on the first of the month following 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.

Basic Life Insurance

The amount of Basic Life Insurance is the Employee's amount of insurance elected (as determined in Section I, Schedule of Benefits).

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

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

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

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

Optional Life Insurance

The amount of Optional Life Insurance is the lesser of:

1. the Employee's Optional amount of insurance elected (as determined in Section I, Schedule of Benefits); or
2. the Employee's Guaranteed Issue Amount for Optional Life Insurance (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 for Optional Life Insurance.

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

The amount of Optional 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 Optional Life Insurance under the Conversion Privilege of this Policy, his amount of Optional 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 amount of Optional Life Insurance is payable if the suicide occurs within 24 months after the Employee's Optional Life Insurance is effective. Any period of time the Employee was insured for the same amount of Optional Life Insurance under the previous insurer's group Life policy will count towards completion of the 24 months.

Section IV
Benefit Provisions

Employee Life Insurance

3. 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.
4. 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.

Waiver of Premium Provision

Total Disabilities that begin before age 70

If Sun Life receives Notice and Proof of Claim that an Employee becomes Totally Disabled:

- while insured; and
- before his 70th birthday; and
- before his retirement;

the amount of Life Insurance will continue for that Employee:

- from the date of Total Disability without further payment of premiums for Total Disabilities that begin before age 65;
- from the date of Total Disability without further payment of premiums for a period of one year for Total Disabilities that begin on or after age 65.

If the Employee has Dependent Life Insurance the premium will also be waived for that benefit.

The Employee must apply for Waiver of Premium no later than 12 months after the Employee ceases to be Actively at Work. Proof of Claim is required no later than 15 months after the Employee ceases to be Actively at Work. Sun Life may require periodic proof of the continuance of Total Disability.

All amounts of life insurance under this Waiver of Premium Provision are 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 been Totally Disabled. This amount will be further reduced by the amount of any individual policy issued to the Employee pursuant to the Conversion Privilege of this Policy unless that individual policy is exchanged for a full refund of premiums paid.

Sun Life has the right to designate a Physician to examine the Employee when and as often as may be reasonably required.

The Waiver of Premium for an Employee ceases on the earliest of:

- the date he ceases to be Totally Disabled.
- the date he fails to furnish any required Proof that he continues to be Totally Disabled.
- the date he fails to submit to any required Examinations.
- any period the Employee is not under the regular and continuing care of a Physician providing appropriate treatment by means of examination and testing in accordance with the disabling condition.
- the date he retires unless he is eligible for Retiree Life Insurance.
- the date he attains age 65 or 12 months, whichever is later, for Total Disabilities beginning before age 65 unless he is eligible for Retiree Life Insurance .
- the first anniversary of the beginning of Total Disability for Total Disabilities beginning on or after age 65.

**Section IV
Benefit Provisions**

Employee Life Insurance

An Employee is deemed to be retired when he receives any compensation from a Retirement Plan of the Employer or when the Employee attains age 70, whichever occurs first.

An Employee's rights to continued benefits pursuant to this Waiver of Premium Provision are determined on the date Total Disability begins. These rights are subject to the terms of this Policy and will not be affected by subsequent amendment or termination of this Waiver of Premium Provision.

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:

(Applicable to Employees employed on or before January 1, 2015)

- have been Actively at Work on January 1, 2015 and 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;

(Applicable to Employees employed after January 1, 2015)

- have been insured under the Life Insurance Benefit Provision for at least 60 days;

(Applicable to All Employees)

- 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 \$500,000. 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.

Section IV
Benefit Provisions

Employee Life Insurance

If the Employee is eligible for Waiver of Premium, the amount of life insurance remaining in force on which premiums are waived will be based on the reduced amount of life insurance.

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.

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
 - termination of the Employee's Waiver of Premium continuation; 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.

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 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 60 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.

Section IV
Benefit Provisions

Employee Life Insurance

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 July 1, 2015, Sun Life will provide the following coverage.

Employees not Actively at Work on July 1, 2015

An Employee may become insured under this Policy on July 1, 2015, subject to all of the following conditions:

1. he was insured under the prior insurer's group Life policy immediately prior to July 1, 2015; and
2. he is not Actively at Work on July 1, 2015; 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.

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

Optional Life Insurance

The amount of Optional Life Insurance is the Dependent's amount of Optional Insurance elected by the Employee in the Schedule (as determined in Section I, Schedule of Benefits).

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

The amount of Dependent Optional 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 Optional Life Insurance under the Conversion Privilege of this Policy, his amount of Dependent Optional 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 amount of Dependent Spouse Optional Life Insurance is payable if the suicide occurs within 24 months after the Dependent Spouse's Optional Life Insurance is effective. Any period of time the Dependent Spouse was insured for the same amount of Dependent Spouse Optional Life Insurance 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 Optional Life Insurance is payable if the suicide occurs within 24 months after the increased or additional amount of Dependent Spouse Optional Life Insurance is effective.

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 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;

Section IV
Benefit Provisions

Dependent Life Insurance

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.

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 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 60 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 July 1, 2015, Sun Life will provide the following coverage.

Dependents subject to the Delayed Effective Date of Insurance on July 1, 2015

An Employee's Dependent may become insured under this Policy on July 1, 2015, subject to all of the following conditions:

1. the Dependent was insured under the prior insurer's group Life policy immediately prior to July 1, 2015 and
2. the Dependent is subject to the Delayed Effective Date of Insurance on July 1, 2015; 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 IV
Benefit Provisions**

Employee Accidental Death and Dismemberment Insurance

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

- 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 the upper and lower limbs on one side of the body.

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 for Basic Accidental Death and Dismemberment Insurance is the lesser of:

- \$25,000; or
- 25% of the amount of Basic Accidental Death Benefit payable.

The Business Travel Benefit for Optional Accidental Death and Dismemberment Insurance is the lesser of:

- \$25,000; or
- 25% of the amount of Optional Accidental Death Benefit payable.

**Section IV
Benefit Provisions**

Employee Accidental Death and Dismemberment Insurance

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 Employee 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 Employee was wearing a seat belt at the time of the accident.

The Seat Belt Benefit is 25% of the amount of Basic Accidental Death Benefit payable or \$25,000, whichever is less.

The Seat Belt Benefit is 25% of the amount of Optional Accidental Death Benefit payable or \$25,000, whichever is less.

Sun Life must receive satisfactory written proof that the Employee's death resulted from an automobile accident and that the Employee 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 Employee 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 Basic Accidental Death Benefit payable or \$5,000, whichever is less.

The Air Bag Benefit is 10% of the amount of Optional Accidental Death Benefit payable or \$5,000, whichever is less.

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

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

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

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

Helmet Benefit

Sun Life will pay an additional Helmet Benefit if an Employee dies as a result of a Motorcycle accident and an Accidental Death Benefit is payable under this Policy.

Section IV
Benefit Provisions

Employee Accidental Death and Dismemberment Insurance

The Helmet Benefit is payable if the Employee was wearing a Helmet at the time of the accident and the driver of the Motorcycle held a valid drivers license with a Motorcycle endorsement.

The Helmet Benefit is 50% of the amount of Basic Accidental Death Benefit payable or \$25,000, whichever is less.

The Helmet Benefit is 50% of the amount of Optional Accidental Death Benefit payable or \$25,000, whichever is less.

Sun Life must receive satisfactory written proof that the Employee's death resulted from a Motorcycle accident and that the Employee was wearing a Helmet at the time of the accident. A copy of the police report is required.

Helmet means a protective head covering made of a hard material to resist impact and which is approved by the American National Safety Institute (ANSI) and/or Snell.

Motorcycle means a motor vehicle licensed for use on public highways which requires a Motorcycle endorsement on a drivers license to operate the vehicle.

Disappearance

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

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

Bereavement Counseling Benefit

If an Accidental Death Benefit is payable, Sun Life will pay a Bereavement Counseling Benefit during an Employee's Immediate Family Member's period of bereavement for up to 12 months after an Employee'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 or \$2,000 if the Employee is insured for Optional AD&D Insurance and is per Employee's death.

Immediate Family Member means an Employee, an Employee's spouse or an Employee's child under age 26.

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

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 26 and within 1 year after the Employee's date of death.

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

- Incurred Expenses; or
- \$2,500 or \$5,000 if the Employee is insured for Optional AD&D Insurance; or

Section IV
Benefit Provisions

Employee Accidental Death and Dismemberment Insurance

- 5% of the Employee's amount of Basic Accidental Death Benefit payable plus 5% of the Employee's amount of Optional Accidental Death Benefit payable.

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 or \$6,000, if the Employee is insured for Optional AD&D Insurance, whichever is less. Proof of enrollment and expenses are required prior to payment of the benefit.

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.
- 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 Employee'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.
- the Employee's operation of any motorized vehicle while intoxicated. Intoxicated means the minimum blood alcohol level required to be considered operating an automobile under the influence of alcohol in the jurisdiction where the accident occurred. For the purposes of this Exclusion, "Motorized Vehicle" includes, but is not limited to, automobiles, motorcycles, boats and snowmobiles.

**Section IV
Benefit Provisions**

Employee 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 July 1, 2015, Sun Life will provide the following coverage.

Employees not Actively at Work on July 1, 2015

An Employee may become insured under this Policy on July 1, 2015, subject to all of the following conditions:

1. he was insured under the prior insurer's group AD&D policy immediately prior to July 1, 2015; and
2. he is not Actively at Work on July 1, 2015; 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 last day of the month in which the Employee retires, unless the Employee is eligible for Retiree Basic Life Insurance.
6. the last day of the month in which employment terminates. Ceasing to be Actively at Work will be deemed termination of employment, except:
 - a. insurance will be continued for an Employee absent due to a disability during any period the premium is being waived under this Policy.
 - b. the Policyholder may continue the insurance by paying the required premiums, subject to the following:
 - i. insurance may be continued for up to 2 months after the Employee has been temporarily laid off.
 - ii. insurance may be continued for up to 2 months after the Employee has been given an approved leave of absence.
 - iii. insurance may be continued for up to 12 weeks after the Employee has been given an approved Military leave of absence for Employee Basic Life and Employee Optional Life.
 - iv. insurance may be continued for up to 3 months of the Employee's paid vacation.
 - v. For Life and Accidental Death and Dismemberment Insurance - insurance may be continued for up to 12 months after an Employee is absent from work due to Injury or Sickness.

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

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

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 last day of the month in which 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 last day of the month in which 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 31 days in advance if:
 - a. the number of insured Employees is less than 10; or
 - b. less than 100% of the Employees eligible are insured for Non-Contributory Insurance; or
 - c. less than 40% of the Employees eligible are insured for Optional Life Insurance; or
 - d. the Policyholder fails to:
 - i. furnish promptly any information Sun Life may reasonably require; or
 - ii. perform any other obligations pertaining to this Policy.
4. Sun Life may terminate this Policy on any Policy Anniversary by giving written notice to the Policyholder at least 60 days in advance.

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

Section V
Termination Provisions

Termination of Benefit Provision

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

1. The Policyholder may terminate a Benefit Provision by advance written notice delivered to Sun Life at least 31 days prior to the termination date. The Benefit Provision will not terminate during any period for which premium has been paid. The Policyholder will be liable to Sun Life for all premiums due and unpaid for the full period that Benefit Provision is in force.
2. Sun Life may terminate a Benefit Provision on any premium due date by giving written notice to the Policyholder at least 31 days in advance if:
 - a. the number of insured Employees for that Benefit is less than 10; or
 - b. less than 100% of the Employees eligible are insured for Non-Contributory Insurance; or
 - c. less than 40% of the Employees eligible are insured for Optional Life Insurance; or
 - d. 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 executive 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.

D. Furnishing of Information - Access To Records

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

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

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

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

Section VI
General Policy Provisions

E. Misstatement of Facts

If relevant facts about any individual were not accurate:

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

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

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

F. Examination and Autopsy

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

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

This right may be used as often as reasonably required.

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

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

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.



May 26, 2015

Ms. Vicki Moss, Benefit Administrator
City of Glendale
5850 W. Glendale Ave Suite #317
Glendale, AZ 85301

Re: Policy No.: 240367

Policyholder: City of Glendale

Insurer: Sun Life Assurance Company of Canada ("Sun Life")

Dear Ms. Moss:

With respect to the above referenced group insurance policy issued by Sun Life to City of Glendale, effective on July 1, 2015, Sun Life agrees as follows:

1. Conflict of Interest. To comply with A.R.S. § 38-511.
2. Immigration Law Compliance. To the extent applicable under A.R.S. § 41-4401, to comply with all federal immigration laws and regulations that relate to its employees as well as to comply with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
3. Non-Discrimination Policies. Not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristic, familial status, U.S. military veteran status or any disability.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Gilligan".

Tom Gilligan
Vice President
Distribution Operations

**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.

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

for Accidental Dismemberment - written notice of claim must be given to Sun Life no later than 12 months after the Employee'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 Employee'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 of Claim

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

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

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

for all other claims - proof of claim must be given to Sun Life no later than 15 months after the Employee'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 disability;
- the date the loss, disability or expense occurred; and
- the cause of the loss, disability or expense.

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

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

Proof must be satisfactory to Sun Life.

**Section VII
Claim Provisions**

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

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

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 that 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.

E. Time of Payment of Claims

Section VII
Claim Provisions

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

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.

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

All other benefits payable during 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. Amendment or Termination of Benefit Provision

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

H. 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 Employer. 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.

I. 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 Employer. 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.

J. 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 June 30, 2018, 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 180 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 31 days following a premium due date. During the Grace Period the Policy shall continue in force, unless the Policyholder has given Sun Life written notice to discontinue this Policy. In any event, premiums are payable for any period of time the Policy remains in force.

SUN LIFE ASSURANCE COMPANY OF CANADA

PORTABILITY RIDER

Effective July 1, 2015, the following provision is added to Group Policy No. 240367-001 Life Insurance Benefit Provision

Portability Privilege

Benefit

If, prior to age 70, the Employee's Life Insurance ceases due to termination of his employment, the Employee may apply for portable coverage on his own life up to the amount of Life Insurance that ceased, to a maximum of \$500,000. An Employee is not eligible to port if:

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

If the Employee elects to port any amount of his Life Insurance, he may also apply to port any AD&D or Dependent Life Insurance that ceased due to his termination of employment.

An Employee whose coverage has been continued on Waiver of Premium under this Policy is not eligible to apply for portable coverage.

An Employee who elects to convert his coverage to an individual policy under the Conversion Privilege is not eligible to apply for portable coverage.

Application for Portable Coverage

1. Written application must be made to Sun Life within 31 days following the date the Life Insurance ceases.
2. Portable coverage will be effective on the date that Sun Life approves the Employee's Application for portable coverage.
3. Portable coverage will be provided under a group term life policy providing death and accidental death and dismemberment benefits only, without waiver of premium or Accelerated Death benefits.
4. The premium will be the current rate Sun Life charges for the standard class of risk and age the insured belongs to under the Portable Group Life Policy.
5. If the application for Portable Coverage is declined by Sun Life, the Employee will be given 31 days, commencing on the date the application is declined, to convert to an individual policy under the Conversion Privilege.

Termination of Portable Coverage

Portable coverage will terminate on the occurrence of the earliest of the following:

- the date for which the last premium has been paid by the Employee; or
- the date the Employee attains age 70; or

- the date the portable group insurance policy terminates.

When Portable Coverage terminates, the Employee will have the right to convert the amount of coverage to an individual policy.

SUN LIFE ASSURANCE COMPANY OF CANADA

A handwritten signature in black ink, appearing to read 'Dean A. Connor', with a long horizontal stroke extending to the right.

Dean A. Connor
President and Chief Executive Officer



**SUN LIFE ASSURANCE
COMPANY OF CANADA**

CERTIFICATE OF INSURANCE

POLICYHOLDER: City of Glendale

GROUP POLICY NUMBER: 240367-001

EFFECTIVE DATE: July 1, 2015

CLASSIFICATION: All Sworn Public Safety Employees who retired prior to July 1, 2015, All Other Employees who were hired prior to July 1, 2005 and retired prior to July 1, 2015 with at least 5 or more years of service with the Employer and All Other Employees hired on or after July 1, 2005 who retired prior to July 1, 2015 with at least 5 years of service with the Policyholder, All Other Employees who were hired on or after July 1, 2005 who retired prior to July 1, 2015 with at least 10 years of service with the Policyholder.

AMOUNT OF LIFE INSURANCE:

The amount of Life Insurance you had in force on June 30, 2015

If you die while insured, your Beneficiary will receive the Amount of Life Insurance (shown above) that is in force when Sun Life receives written Notice and Proof of Claim.

PAYMENT OF BENEFIT

Benefits payable upon your death are payable to your Beneficiary living at the time. Unless you otherwise specify, if more than one Beneficiary survives you, all surviving Beneficiaries will share equally. If no Beneficiary is alive on the date of your death, payment will be made to your estate.

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

CLAIM PROCEDURES

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 to receive the proof of claim forms.

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

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

Proof of Claim consists of at least the following information:

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

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

Notice and Proof of Claim should be sent to:

Sun Life Assurance Company of Canada
Group Life Claims Department SC 4375
One Sun Life Executive Park
Wellesley Hills, MA 02481

INSURANCE CEASES

Your Insurance ceases on the earliest of:

- the date of termination of the Group Policy; or
- the last day any required premium has been paid for your insurance;
- or
- the date the Group Policy is amended to terminate retiree insurance coverage.
- the date you reach age 70

CONVERSION PRIVILEGE

If you have been continuously insured for five or more years under the Group Policy's Life Benefit Provision and your Life Insurance ceases due to:

- termination of the Life Insurance Benefit Provision; or
- termination of the Group Policy; or
- termination of retiree insurance coverage by an amendment to the Life Insurance Benefit Provision;

then you may apply for an individual policy on your 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 you are eligible for under any group policy within 31 days after your Life Insurance ceased.

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

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. If you are not given notice of this conversion privilege within 15 days following the date your insurance ceases, you shall have an additional 15 days to exercise this conversion privilege. In no event will this conversion privilege be extended beyond 60 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 you belong on the effective date of the individual policy; and
4. the effective date of the individual policy will be the day after the 31 day conversion period.

Death Within 31 Days

If you die 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 you would have been eligible to convert.

DEFINITIONS

Employee means you are a former Employee of the Policyholder who retired prior to July 1, 2015 and prior to your retirement you were insured as an active Employee.

Beneficiary means the person who is entitled to receive death benefit proceeds as they become due under the Group Policy. A person becomes your Beneficiary only if you have named that person on a signed form acceptable to Sun Life.

This Certificate replaces any certificate or booklet previously issued under the Group Policy to the Employee named herein.

For information or if you have any questions, call the Sun Life Group Service Center toll free at 1-800-247-6875.



Dean A. Connor
President and Chief Executive Officer

SUN LIFE ASSURANCE COMPANY OF CANADA

SPECIAL OPEN ENROLLMENT ENDORSEMENT

This endorsement is part of the Group Policy to which it attaches and is effective on July 1, 2015. It is part of, and subject to, the other terms and conditions of the Group Policy. If the terms of this endorsement and the Group Policy conflict, then this endorsement's provisions will control.

Special Open Enrollment Allowance

Employees hired prior to May 2, 2015, may elect Optional Life Insurance or elect to increase their amount of Optional Life Insurance without Evidence of Insurability, subject to the following:

- Employees who declined Optional Life Insurance may elect an amount up to the Guaranteed Issue Amount shown below.
- Employees who elected an amount of Optional Life Insurance less than the Guaranteed Issue Amount may elect to increase their current amount up to the Guaranteed Issue Amount shown below.

The **Guaranteed Issue Amount** for this Special Open Enrollment Period is \$200,000.

Any amount of Optional Life Insurance elected during this Special Open Enrollment Allowance is effective July 1, 2015 as long as the Employee is not subject to the Delayed Effective Date of Insurance. This Allowance only applies to Employees who elected Optional Life Insurance or elected to increase their amount of Optional Life Insurance at the Employer's Open Enrollment Period held April 6, 2015 through May 1, 2015.

Any amount elected in excess of the Guaranteed Issue Amount or any subsequent increases in an Employee's amount of Optional Life Insurance will be subject to the Evidence of Insurability requirements.



**Sun Life Assurance Company
of Canada**
SC 2384 One Sun Life Executive Park
Wellesley Hills, MA 02481-5699

1-800-247-6875

ATTACHMENT A

Effective July 1, 2015, the Initial Monthly Premium rates for Group Policy 240367-001 are as follows:

<u>Benefit</u>	<u>Rate</u>
Employee Basic Life	\$0.065 for each \$1,000 of insurance
Employee Basic AD&D	\$0.015 for each \$1,000 of insurance
Dependent Basic Life	\$0.280 for each Employee with Dependent Coverage

Employee Optional Life Insurance:

Employee's Age on the first of the month following the date of change	Monthly Rate per \$1,000 of insurance
Under 20	\$0.060
20-24	\$0.060
25-29	\$0.060
30-34	\$0.080
35-39	\$0.090
40-44	\$0.150
45-49	\$0.240
50-54	\$0.420
55-59	\$0.690
60-64	\$1.020
65-69	\$1.520
70-74	\$2.370
75-79	\$2.370
80-84	\$2.370
85 and Over	\$2.370

Employee Optional AD&D

\$0.020 for each \$1,000 of insurance

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

www.sunlife-usa.com

Spouse Optional Life Insurance:

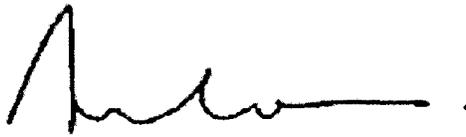
Spouse's Age on the first of the month following the date of change	Monthly Rate per \$1,000 of insurance
Under 20	\$0.060
20-24	\$0.060
25-29	\$0.060
30-34	\$0.080
35-39	\$0.090
40-44	\$0.150
45-49	\$0.240
50-54	\$0.420
55-59	\$0.690
60-64	\$1.020
65-69	\$1.520
70-74	\$1.520
75-79	\$1.520
80-84	\$1.520
85 and Over	\$1.520

Child Optional Life

\$0.760 per enrolled Employee

The initial monthly rates are guaranteed for 36 months from July 1, 2015 for Employee Basic Life, Employee Basic Accidental Death and Dismemberment, Dependent Basic Life, Employee Optional Life, Employee Optional Accidental Death and Dismemberment and Dependent Optional Life Insurance. Initial rates are subject to the provisions of Section VIII, "Premiums," and are subject to change thereafter.

SUN LIFE ASSURANCE COMPANY OF CANADA



Dean A. Connor
President and Chief Executive Officer

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SUN LIFE ASSURANCE COMPANY OF CANADA

SPECIAL OPEN ENROLLMENT ENDORSEMENT

This endorsement is part of the Group Policy to which it attaches and is effective on July 1, 2015. It is part of, and subject to, the other terms and conditions of the Group Policy. If the terms of this endorsement and the Group Policy conflict, then this endorsement's provisions will control.

Special Open Enrollment Allowance

Employees hired prior to May 2, 2015, may elect Dependent Optional Life Insurance or elect to increase their amount of Dependent Spouse Optional Life Insurance, without Dependent Evidence of Insurability, up to the Maximum Benefit amounts shown below.

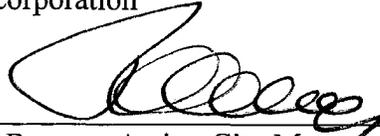
	<u>Maximum Benefit Amount</u>
Spouse	\$100,000
Child	\$5,000

Any amount of Dependent Optional Life Insurance elected during this Special Open Enrollment Allowance is effective July 1, 2015 as long as the Dependent is not subject to the Delayed Effective Date of Insurance. This Allowance only applies to Employees who elected Dependent Optional Life Insurance or elected to increase their amount of Dependent Spouse Optional Life Insurance at the Employer's Open Enrollment Period held April 6, 2015 through May 1, 2015.

An Employee must be enrolled in Employee Optional Life Insurance to elect Dependent Optional Life Insurance.

Any subsequent increases in an Employee's amount of Dependent Optional Life Insurance will be subject to the Evidence of Insurability requirements.

CITY OF GLENDALE, an Arizona
municipal corporation



Richard A. Bowers, Acting City Manager

ATTEST:



Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney