

# SUN LIFE ASSURANCE COMPANY OF CANADA

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

**(800) 247-6875  
www.sunlife.com/us**

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

Policy Number:	912631-001
Policy Effective Date:	September 1, 2018
Policyholder:	Garland Independent School District
Employer:	Garland Independent School District
Issue State:	Texas

**NOTICE TO BUYER. THIS IS A LIMITED BENEFIT CERTIFICATE. THIS CERTIFICATE PROVIDES ACCIDENT ONLY COVERAGE AND DOES NOT PAY BENEFITS FOR LOSS FROM SICKNESS.**

**THIS CERTIFICATE IS NOT WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.**

**THIS IS NOT MEDICARE SUPPLEMENT INSURANCE.**

**This insurance provides limited benefits, if you meet the Certificate conditions, for hospital or medical expenses that result from accidental injury. It does not pay your Medicare deductibles or coinsurance and is not a substitute for Medicare Supplement Insurance.**

**This insurance duplicates Medicare benefits when it pays hospital or medical expenses up to the maximum stated in this Certificate.**

**Medicare generally pays for most or all of these expenses.**

**Medicare pays extensive benefits for medically necessary services regardless of the reason you need them. These include: hospital; physician services; and other approved items and services.**

**THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CERTIFICATE. If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from the company.**

**PLEASE READ YOUR CERTIFICATE CAREFULLY**

This Certificate contains the terms of the Group Insurance Policy that affect your insurance. This Certificate is part of the Group Insurance Policy.

This Certificate is governed by the laws of the Issue State shown above unless otherwise preempted by the federal Employee Retirement Income Security Act ("ERISA").

Signed at Wellesley Hills, Massachusetts



Dean A. Connor  
President and Chief Executive Officer



Brigitte K. Catellier  
Vice-President, Associate General Counsel and  
Corporate Secretary

**Group Basic Accidental Death and Dismemberment Insurance Certificate**

**Non-Participating**



## IMPORTANT NOTICE

To obtain information or to make a complaint:

You may call Sun Life's toll-free telephone number for information or to make a complaint at:

**1-888-222-3660**

You may also write to Sun Life at:

Sun Life Assurance Company of Canada  
Attn: Customer Relations  
PO Box 9106  
Wellesley Hills, MA 02481  
(800) 247-6875

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
FAX# (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim, you should contact Sun Life first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### **ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

## AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Sun Life's para informacion o para someter una queja al:

**1-888-222-3660**

Usted tambien puede escribir a Sun Life:

Sun Life Assurance Company of Canada  
Attn: Customer Relations  
PO Box 9106  
Wellesley Hills, MA 02481  
(800) 247-6875

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener informacion sobre companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104  
Austin, TX 78714-9104  
FAX# (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### **DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:**

Si tiene una disputa relacionada con su prima de seguro o con una reclamacion, usted debe comunicarse con el Sun Life primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

### **ADJUNETE ESTE AVISO A SU POLIZA:**

Este aviso es solamente para propositos informativos y no se convierte en parte o condicion del documento adjunto.

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## 1. BENEFIT HIGHLIGHTS

**Eligible Classes:**

All United States Employees working in the United States scheduled to work at least 20 hours per week. You must also:

- be an active contributing member of the Teacher's Retirement System of Texas; or
- be a former active contributing member of the Teacher's Retirement System of Texas who retired and has subsequently been rehired.

**Eligibility Waiting Period:**

Until the first of the month following date of employment

## 1. BENEFIT HIGHLIGHTS

### EMPLOYEE BASIC ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

**Amount of Insurance**

An amount of insurance equal to your amount of Employee Basic Life Insurance in force under Group Certificate No. 912631-001.

**The following Additional Benefit(s) are included:**

Common Carrier Benefit

- for you

Portability Benefit

- for you

Seat Belt / Air Bag Benefit

- for you

**Contributions**

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

## 2. DEFINITIONS

**Accident or Accidental** means an external event that an average person would consider sudden and unforeseeable and:

- that results, directly and independently of all other causes;
- is independent of any illness, disease or other bodily malfunction; and
- occurs while coverage is in force under the Policy for the Insured.

Accident or Accidental does not mean an unintentional accident caused by or during medical treatment or surgery for Sickness or Injury.

Accident includes accidental drowning and accidental exposure to the elements.

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

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

You are considered Actively at Work on any day that is not your regular scheduled work day (e.g., you are on vacation or holiday) as long as you were Actively at Work on your immediately preceding scheduled work day, and you are neither Confined nor disabled due to an Injury or Sickness.

**Common Carrier** includes but is not limited to commercial airplanes, trains, buses, taxis, trolleys, subways, ferries and boats that operate on a regularly scheduled basis between predetermined points or cities. Privately chartered vehicles are not Common Carriers.

**Confined or Confinement** means confined to a Hospital or similar facility.

**Covered Accident** means an Accident that:

- occurs while the Policy and the Insured's coverage is in force;
- occurs on or after the effective date of insurance; and
- is not excluded by the Policy or applicable riders or endorsements attached to it.

**Eligibility Waiting Period** means the length of time you must be a member in an Eligible Class before you can apply for insurance. The Eligibility Waiting Period is shown in the Benefit Highlights. Any period of time you were Actively at Work for the Employer as a full-time Employee will count towards completion of the Eligibility Waiting Period.

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

If you are an Employee and you are working on a temporary assignment outside of the United States for 12 months or less, you will be deemed to be working within the United States. If you are an Employee and you are working on a temporary assignment outside of the United States for more than 12 months, you will not be considered an Employee under the Policy unless we agree in Writing.

**Employer** means the Employer named on the cover page of this Certificate and includes any subsidiary or affiliated company named in the application.

**Family Member** means: (a) your spouse, civil union partner or domestic partner and (b) the following relatives of you or your spouse, civil union partner or domestic partner: (1) parent; (2) grandparent; (3) child; (4) grandchild; (5) brother or sister; (6) aunt or uncle; (7) first cousin; (8) nephew or niece. This includes adopted, in-law and step-relatives.

**Hospital** means a facility licensed in the applicable jurisdiction that provides medical care and Treatment to sick and injured persons on an inpatient basis with 24 hour nursing service by or under the supervision of a Physician.

## 2. DEFINITIONS

**Injury** means accidental body injury that is the direct result of a Covered Accident. Injuries must be independent of Sickness, disease, bodily infirmity and other causes.

**Insured** means you.

**Intoxicated** means:

- under the influence of alcohol, illegal drugs or prescription drugs other than as prescribed by your Physician; or
- at or above the minimum blood alcohol level for which you would be considered operating a motorized vehicle under the influence of alcohol in the jurisdiction where the Accident or Injury occurred.

For the purposes of this definition, "operating" includes allowing the engine to run even if not seated in the vehicle and "motorized vehicle" includes, but is not limited to, automobiles, motorcycles, boats and snowmobiles.

**Layoff** means that you are temporarily not Actively at Work for a period of time your Employer agreed to in Writing. Your normal vacation time is not considered a temporary Layoff.

**Leave of Absence** means that you are temporarily not Actively at Work for a period of time your Employer agreed to in Writing. Your normal vacation time is not considered a temporary Leave of Absence.

**Loss of Limb, Thumb and Index Finger, Hearing, Sight or Speech**

- Loss of Limb means that the foot is completely cut off at or above the ankle joint or the hand is completely cut off at or above the wrist.
- Loss of a Thumb and Index Finger means that the thumb and index finger are each completely cut off at the metacarpophalangeal joint.
- Loss of Hearing means the permanent and irrecoverable loss of hearing.
- Loss of Sight of an eye means total and permanent loss of vision of the eye.
- Loss of Speech means the permanent and irrecoverable loss of speech or the ability to speak.

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

**Paralysis** means injury to the brain or spinal cord that results in complete and irreversible loss of use of both arms, both legs or one arm and/or one leg.

- Monoplegia is the complete and irreversible Paralysis of one arm or one leg.
- Hemiplegia is the complete and irreversible Paralysis of one arm and one leg on the same side.
- Paraplegia is the complete and irreversible Paralysis of both legs.
- Quadriplegia is the complete and irreversible Paralysis of both arms and both legs.

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

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

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

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

**Retirement** means the first of the following to occur:

- the effective date of your Retirement benefits under:
  - any plan of a federal, state, county, municipal, association retirement system or public retirement system for which you are eligible as a result of your employment with the Employer;
  - any Retirement plan the Employer sponsors; or
  - any Retirement plan to which the Employer:
    - makes contributions; or
    - has made contributions.



## 2. DEFINITIONS

- the effective date of your Retirement benefits under the Social Security Act or any similar plan or act. However, if you meet the definition of Employee and are receiving Retirement benefits under the Social Security Act, Public Employees' Retirement System (PERS), State Teachers' Retirement System (STRS) or similar plan or act, you will not be considered retired.

Retirement benefits do not include:

- a 401(k) or 403(b) plan;
- a profit-sharing plan;
- a thrift plan;
- a non-qualified plan of deferred compensation;
- an Individual Retirement Account (IRA);
- a Tax Sheltered Annuity (TSA);
- an Employee Stock Ownership Plan (ESOP).

**Sickness** means disease or illness, mental illness, drug illness, abuse or addiction, and alcohol illness, abuse or addiction, or pregnancy.

**Signed** means any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

**Spouse** means any person who is a party to a marriage and under state, federal or provincial law is recognized as a spouse.

**Treatment** means a Physician's consultation, care or services, diagnostic measures, or the prescription, refill or taking of prescribed drugs or medicines.

**We, Us, Our (we, us, our)** means Sun Life Assurance Company of Canada.

**Written or Writing** means a record which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

**You, Your (you, your)** means an Employee who is eligible for insurance under the Policy.

### 3. ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF EMPLOYEE INSURANCE

#### **When are you eligible for Employee Basic Accidental Death and Dismemberment Insurance?**

You are initially eligible for insurance on the latest of:

- September 1, 2018;
- the date you are eligible for Employee Basic Life Insurance under Group Certificate No. 912631-001;
- the first day of the month following your date of employment; or
- the date you first are Actively at Work in an Eligible Class.

#### **When does Employee Basic Accidental Death and Dismemberment Insurance start?**

Employee Basic Accidental Death and Dismemberment Insurance starts on the later of the date:

- you are eligible; or
- you are insured for Employee Basic Life Insurance under Group Certificate No. 912631-001; and you are Actively at Work on that date.

If you are not Actively at Work, your insurance will not start until you resume being Actively at Work.

#### **When does Employee Basic Accidental Death and Dismemberment Insurance end?**

Your Employee Basic Accidental Death and Dismemberment Insurance under the Policy will end upon the earliest of the following:

- the date the Policy terminates;
- the date you are no longer in an Eligible Class;
- the date your class is no longer included for Employee Basic Accidental Death and Dismemberment Insurance;
- the last day for which any required premium has been paid for your Employee Basic Accidental Death and Dismemberment Insurance;
- the date you are no longer insured for Employee Basic Life Insurance under Group Certificate No. 912631-001;
- the last day you are Actively at Work, subject to the Insurance Continuation or Portability provision;
- the date you enter active duty in any armed service, subject to the Insurance Continuation provision;
- the date you retire;
- the date you are approved for the Waiver of Premium Benefit for Employee Basic Life Insurance under Group Certificate No. 912631-001; or
- the date you die.

#### **If your coverage has ended, can it be reinstated?**

If your insurance ends for any reason other than you have voluntarily terminated it, your insurance may be reinstated. Reinstatement will be effective on the date you are insured for Employee Basic Life Insurance under Group Certificate No. 912631-001 and you return to being Actively at Work in an Eligible Class.

Any Accident occurring between your termination date and your reinstatement effective date will not be considered a Covered Accident.

A new Eligibility Waiting Period will not apply.

Your reinstated insurance will be:

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

Coverage will not be reinstated for any amount of insurance which you continued under the Portability provision, unless you cancel such coverage.

## 4. COVERED ACCIDENT BENEFITS

### ACCIDENTAL DEATH BENEFIT

#### What is the Accidental Death Benefit?

We will pay an Accidental Death Benefit when you die within 365 days of the date of the Covered Accident as a result of Injuries received from that Accident. The amount payable is 100% of the amount of insurance in force for your class shown in the Benefit Highlights on your date of death.

#### What happens if you disappear?

We will presume, subject to no objective evidence to the contrary, that you are dead and death is a result of an Accidental Injury if:

- you disappear as a result of an accidental wrecking, sinking or disappearance of a public conveyance in which you were known to be a fare-paying passenger; and
- your body is not found within 365 days after the date of the conveyance's disappearance.

### ACCIDENTAL DISMEMBERMENT BENEFIT

#### What is the Accidental Dismemberment Benefit?

We will pay an Accidental Dismemberment Benefit if you sustain any of the losses shown below due to Injuries received in a Covered Accident, and the loss occurs within 365 days after the date of the Covered Accident. The amount payable is a percentage of the amount of insurance in force for your class shown in the Benefit Highlights on the date of the Accidental Injury. The following is a list of the losses and applicable percentages:

Loss of one Limb.....	50%
Loss of Sight of one eye.....	50%
Loss of thumb and index finger of the same hand.....	25%
Loss of Speech or Hearing.....	50%
Loss of Speech and Hearing.....	100%
Paralysis – Quadriplegia.....	100%
Paralysis – Paraplegia.....	75%
Paralysis – Hemiplegia.....	50%
Paralysis – Monoplegia.....	25%

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

## 5. ADDITIONAL BENEFITS

You are insured for the additional benefits shown below provided you are eligible for those benefits.

These additional benefits are subject to all the terms and conditions of the Policy. In addition to the termination provisions shown in the Eligibility, Effective Dates and Terminations section, termination provisions specific to an additional benefit are shown in this section.

### COMMON CARRIER BENEFIT

#### What is the Common Carrier Benefit?

If your loss of life occurs while traveling as a fare paying passenger on a public conveyance operated by a common carrier, an additional Common Carrier benefit will be payable.

The Common Carrier Benefit is the lesser of:

- 100% of the amount of Basic Accidental Death Benefit payable; or
- \$15,000.

### SEAT BELT/AIR BAG BENEFIT

#### What is the Seat Belt Benefit?

We will pay a Seat Belt Benefit if your loss of life occurs as a result of an automobile accident and you were 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.

We must receive satisfactory Written proof that your death resulted from an automobile accident and that you were wearing a seat belt at the time of the accident. A copy of the police report is required.

#### What is the Air Bag Benefit?

We will pay an Air Bag Benefit if the Seat Belt Benefit is payable and you were 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.

We must receive satisfactory Written proof that your 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.

## 6. EXCLUSIONS

### **What exclusions apply to the benefits payable?**

No benefits will be payable for any loss that is the result of a Covered Accident that is due to or results from:

- committing or attempting to commit suicide, whether sane or insane; or
- injuring oneself intentionally; or
- bodily or mental infirmity or disease of any kind, or an infection unless due to an accidental cut or wound; or
- war or an act of war, or any type of armed conflict (this does not include acts of terrorism); or
- active Participation in a Riot, Rebellion or Insurrection; or
- riding in or driving any motor-driven vehicle in a race, stunt show, speed test or driving while Intoxicated; or
- Injuries sustained from any aviation activities, other than riding as a fare paying passenger; or
- committing of or attempting to commit an assault, felony or other criminal act; or
- 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 and used as directed.

## 7. CLAIM PROVISIONS

### **How is a claim submitted?**

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

### **NOTICE OF CLAIM**

#### **When does Written notice of claim have to be submitted?**

For the Accidental Death Benefit, Written notice of claim must be given to us no later than 30 days after date of death.

For the Accidental Dismemberment Benefit and all other claims, Written notice of claim must be given to us no later than 12 months after your date of loss or within 12 months after the date the expense is incurred.

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

When we receive Written notice of claim, we will send the forms for Proof of claim. If the forms are not received within 15 days after Written notice of claim is sent, Proof of claim may be sent to us without waiting to receive the Proof of claim forms.

### **PROOF OF CLAIM**

#### **When does Written Proof of claim have to be submitted?**

For the Accidental Death Benefit, Written Proof of claim must be given to us no later than 90 days after date of death.

For the Accidental Dismemberment Benefit and all other claims, Written Proof of claim must be given to us no later than 15 months after your date of loss or within 15 months after the date the expense is incurred.

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

#### **What is considered Proof of claim?**

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

- a description of the loss or expense;
- the date the loss or expense occurred;
- the cause of the loss or expense;
- hospital records, physician records, x-rays, narrative reports, or lab, toxicology or other diagnostic testing materials as appropriate for the Treatment of the Injury;
- police accident reports;
- the death certificate; and
- any other information we may require to make a claim determination.

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

### **PAYMENT OF BENEFITS**

#### **When are benefits payable?**

Benefits are payable upon our receipt of satisfactory Proof of claim that establishes benefit eligibility according to the provisions of the Policy.

## 7. CLAIM PROVISIONS

### **When will a decision on your claim be made?**

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

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

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

### **What if your claim is denied?**

If we deny all or any part of your claim, you will receive a Written notice of denial setting forth:

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

### **Can you request a review of a claim denial?**

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

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

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

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

### **What if your claim is denied on review?**

If we deny all or any part of your claim on review, you will receive a Written notice of denial setting forth:

- the specific reasons for the denial;

## 7. CLAIM PROVISIONS

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

### **To whom are benefits payable?**

Benefits payable for your loss of life will be payable in accordance with the beneficiary designation. Unless you otherwise specify, if more than one beneficiary survives you, all surviving beneficiaries will share equally. The beneficiary designation must be in Writing, Signed by you and in a form acceptable to us. If no beneficiary is alive on the date of your death or you do not elect a beneficiary, we, at our option, may make payments as follows:

- to your Spouse, if living; or
- if there is no surviving Spouse, to your surviving children in equal shares; or
- if there is no surviving Spouse or children, to your surviving parents in equal shares; or
- if there is no surviving Spouse, children or parents, to your surviving brothers and sisters in equal shares; or
- if none of the above, to your estate.

For other benefits, we will pay you if your Proof of claim is satisfactory to us, except in the following situations:

1. You are a minor. In such case, claim may be made by your duly appointed guardian, conservator or committee and we will pay to such person or persons;
2. Due to physical or mental incapacity, you cannot, in our judgment, give us a valid receipt for payments. In such case, claim may be made as described in item 1; or
3. You die before we pay you. In such case, claim may be made by your executor or the administrator of your estate and we will pay to such person or persons.

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

If we do not pay you and claim is not made by the appropriate person designated above, we may, at our option, make payments under either or both Methods A or B below. Any decision to pay any benefits, prior to the appointment of the appropriate person designated in items 1, 2, or 3 above, is solely at our discretion, and we may choose to pay no amounts under any circumstances until such appropriate person is formally appointed.

Method A: We may pay up to the sum of \$250 to any individual or entity we determine has incurred or paid expenses as a result of funeral services provided to or on your behalf. If we pay such a benefit, we will not have to pay that benefit amount again and the total benefit due under the Policy shall be reduced by the amount paid under this provision.

Method B: We may pay the whole or any part of such benefit:

- to your Spouse, up to a cumulative amount of \$5,000; or
- if you have no Spouse, up to a cumulative amount of \$5,000 to any one or more of the following relatives in the following order of priority:
  1. your child or children; or
  2. your mother or father.



## 8. INSURANCE CONTINUATION

### **Are there any conditions under which your Employer can continue your insurance?**

While the Policy is in force and subject to the conditions stated in the Policy, your Employer may continue your insurance that was in force on the date immediately before the date you ceased to be Actively at Work by paying the required premium to us for any of the following reasons and durations:

- Absence due to Injury or Sickness – up to 12 months
- Layoff – up to 1 month
- Leave of Absence – up to 1 month
- School Recess - up to 3 months
- Vacation – based on your Employer's policy, not to exceed 3 months.

You should contact your Employer for more details.

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

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

## 9. PORTABILITY

### **What is portable insurance and when are you eligible for it?**

Portable insurance is an optional benefit that you may elect to continue your insurance if your insurance ends because you terminate employment; and you port your Basic Life Insurance under Group Certificate No. 912631-001 and you meet the following requirements:

- the Policy is still in force; and
- you are under age 70 at the time employment terminates; and
- you have not retired; and
- the hours you work for your Employer have not been reduced; and
- your insurance is not being continued under any Insurance Continuation provision; and
- you have not suffered an Injury or Sickness that results in a life expectancy of less than 12 months; and
- you have not exercised your portable insurance right under a similar certificate issued by us; and
- you reside in the United States or Canada on the date your insurance ends.

Your portable insurance will be provided under an insurance policy we make available for this purpose. Your portable insurance may not be identical to your current insurance under the Policy.

### **When must you apply for portable insurance?**

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

### **What is the amount of portable insurance?**

You may apply for portable insurance in an amount up to 100% of your amount of insurance in force under the Policy on the date your employment terminates to a maximum of \$500,000.

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

### **When does your portable insurance start?**

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

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

## 10. CONTINUITY OF COVERAGE

### **What happens if your Employer replaces other insurance with this Certificate and the Policy?**

If your Employer replaces insurance provided by another insurance company ("Prior Policy") with the insurance provided by this Certificate and the Policy ("This Policy"), the Continuity of Coverage benefits in this Section may be available to you. These benefits will be available if the insurance and level of benefits under the Prior Policy were substantially similar to the insurance provided by This Policy.

### **What if you are not Actively at Work when your Employer's Prior Policy is replaced with This Policy?**

You will be insured under This Policy if you are not Actively at Work on September 1, 2018 and:

- you were insured under your Employer's Prior Policy on the day before September 1, 2018;
- you are a member of an Eligible Class;
- your Employer continues to remit premiums for your coverage; and
- you are not receiving or eligible to receive benefits under your Employer's Prior Policy.

Any benefit payable will be the lesser of:

- the benefit payable under This Policy; or
- the benefit payable under your Employer's Prior Policy.

### **Does the Eligibility Waiting Period apply when your Employer's Prior Policy is replaced with This Policy?**

We will apply any period of time satisfied under the Prior Policy to meet the requirements of the Eligibility Waiting Period toward the satisfaction of the period of time required under This Policy's Eligibility Waiting Period.

## 11. GENERAL PROVISIONS

### AGENCY

#### **Can the Policyholder, Employer or third party administrator act as our agent?**

For all purposes of the Policy, the Policyholder, Employer or third party administrator acts on its own behalf or as your agent. Under no circumstances will the Policyholder, Employer or third party administrator be deemed an agent of Sun Life Assurance Company of Canada.

### ALTERATION

#### **Who can alter this Certificate?**

The only persons with the authority to alter or modify this Certificate or to waive any of its provisions are our president, actuary, secretary or one of our vice presidents and any such changes must be in Writing.

### BENEFICIARY

#### **How can you change your Beneficiary?**

You can change your beneficiary at any time by giving Written notice. The beneficiary's consent is not required for this or any other change in this Certificate, unless the designation of the beneficiary is irrevocable.

### CLERICAL ERROR

#### **What happens when there is a clerical error in the administration of the Policy?**

Clerical errors in with the administration of the Policy or delays in keeping records for the Policy whether by us the Policyholder, or the Employer:

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

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

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

- not enrolling for insurance within required time limits;
- failing to request increased amounts of insurance within required time limits; or
- failing to exercise any available Insurance Continuation or Portability options.

### CONFORMITY WITH STATUTES

#### **What is the effect of Conformity with Statutes?**

If any provision of the Policy conflicts with any applicable law, the provisions will be automatically amended to meet the minimum requirements of the law except as otherwise pre-empted by federal law.

### DISCHARGE OF OUR RESPONSIBILITY

#### **What is the effect of payments under the Policy?**

Payment made under the terms of the Policy will, to the extent of such payment, release us from all further obligations under the Policy. We will not be obligated to see to the application of such payment.

## 11. GENERAL PROVISIONS

### EXAMINATION AND AUTOPSY

#### **What are our examination and autopsy rights?**

We, at our expense, have the right to have any insured with respect to whom a claim has been filed:

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

We, at our expense, may have an autopsy conducted unless prohibited by law.

### INCONTESTABILITY

#### **What is the Incontestability Provision?**

Except for non-payment of premium, fraud or any claims incurred within two years of the effective date of your initial, increased, additional or reinstated insurance, no statement made by you relating to insurability for such insurance will be used to contest the validity of that insurance after the insurance has been in force for a period of two years during your lifetime. The statement must be contained in a form signed by you and provided to the Policyholder or to us.

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

### LEGAL PROCEEDINGS

#### **What are the time limits for legal proceedings?**

No legal action may start:

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

### LIMIT OF PREMIUM REFUNDS

#### **Is there a limit on premium refunds?**

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

### MISSTATEMENT OF FACTS

#### **What happens if there is a misstatement of facts in the administration of the Policy?**

If relevant facts about the Employer or Employee relating to this insurance are determined not to be accurate:

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

### NON-PARTICIPATING

#### **Does the Policy participate in dividends?**

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

## 11. GENERAL PROVISIONS

### PREMIUM PAYMENTS AS EVIDENCE OF INSURANCE

#### **Does the payment of premiums guarantee coverage under the Policy?**

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

### REIMBURSEMENT

#### **What if a benefit is underpaid or overpaid?**

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

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

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

### STATEMENTS

#### **Are statements warranties?**

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

### TIME PERIODS

#### **What time periods apply to this Certificate?**

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

# SUN LIFE ASSURANCE COMPANY OF CANADA

**Group Basic Accidental Death and Dismemberment Insurance Certificate**

**Non-Participating**

