

# 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: 930912-001  
Policy Effective Date: September 1, 2019  
Policyholder: Cypress Fairbanks Independent School District  
Employer: Cypress Fairbanks Independent School District  
Issue State: Texas

**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 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.

Signed at Wellesley Hills, Massachusetts.



Dean A. Connor  
President and Chief Executive Officer



Troy Krushel  
Vice-President, Associate General Counsel and  
Corporate Secretary

**Group Disability Income Insurance Certificate**



**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:

**1-800-247-6875**

You may also write to Sun Life at:

Sun Life Assurance Company of Canada  
Attn: Customer Relations  
PO Box 9106  
Wellesley Hills, MA 02481

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:

**1-800-247-6875**

Usted tambien puede escribir a Sun Life:

Sun Life Assurance Company of Canada  
Attn: Customer Relations  
PO Box 9106  
Wellesley Hills, MA 02481

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas  
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 SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concierne a su prima o a un reclamo, debe comunicarse con el Sun Life primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:**

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

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## 1. BENEFIT HIGHLIGHTS

**Eligible Classes:** All Full-Time United States Employees working in the United States scheduled to work at least 15 hours per week.

**Eligibility Waiting Period:** None

**Classification:** 1 All Eligible Employees -- Choice 1

If you enrolled for this option, your disability income insurance will be based on the following:

**Benefit:**

You may elect an amount of insurance in \$100 increments. The minimum amount you may elect is \$200. The maximum amount you may elect cannot exceed 66.67% (Benefit Percentage) of your Total Monthly Earnings or the Maximum Benefit.

Benefits will be paid monthly.

**Maximum Benefit:**

\$7,500

**Minimum Benefit:**

25% of your Gross Benefit.

**Elimination Period:**

Accident: None

Sickness: 7 days

**Maximum Benefit Duration:**

Accident: SSNRA

Sickness: 5 year

**Gainful Occupation Percentage:**

80% of your Indexed Total Monthly Earnings.

**Contributions:**

The cost of your insurance is paid entirely by you.

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

Accidental Dismemberment/Loss of Sight Benefit

Advanced Survivor Benefit

First Day Hospital Benefit

Reasonable Accommodation Benefit

Survivor Benefit

Waiver of Premium

**Accident:**

**Maximum Benefit Duration - SSNRA means:**

Your Maximum Benefit Duration is the period shown below or your Normal Retirement Age under the 1983 amendments to the Federal Social Security Act, whichever is longer.

<u>Age at Disability</u>	<u>Maximum Benefit Duration</u>
Less than age 60	To age 65, but not less than 60 Months
60	60 Months
61	48 Months
62	42 Months
63	36 Months
64	30 Months
65	24 Months
66	21 Months
67	18 Months
68	15 Months
69 and over	12 Months

<u>Year of Birth</u>	<u>Normal Retirement Age</u>
Before 1938	Age 65
1938	Age 65 and 2 Months
1939	Age 65 and 4 Months
1940	Age 65 and 6 Months
1941	Age 65 and 8 Months
1942	Age 65 and 10 Months
1943 through 1954	Age 66
1955	Age 66 and 2 Months
1956	Age 66 and 4 Months
1957	Age 66 and 6 Months
1958	Age 66 and 8 Months
1959	Age 66 and 10 Months
After 1959	Age 67

**Sickness:**

**Maximum Benefit Duration - 5 years means:**

60 months

**Classification:** 1 All Eligible Employees -- Choice 2

If you enrolled for this option, your disability income insurance will be based on the following:

**Benefit:**

You may elect an amount of insurance in \$100 increments. The minimum amount you may elect is \$200. The maximum amount you may elect cannot exceed 66.67% (Benefit Percentage) of your Total Monthly Earnings or the Maximum Benefit.

Benefits will be paid monthly.

**Maximum Benefit:**

\$7,500

**Minimum Benefit:**

25% of your Gross Benefit.

**Elimination Period:**

14 days

**Maximum Benefit Duration:**

Accident: SSNRA

Sickness: 5 year

**Gainful Occupation Percentage:**

80% of your Indexed Total Monthly Earnings.

**Contributions:**

The cost of your insurance is paid entirely by you.

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

Accidental Dismemberment/Loss of Sight Benefit

Advanced Survivor Benefit

First Day Hospital Benefit

Reasonable Accommodation Benefit

Survivor Benefit

Waiver of Premium

**Accident:**

**Maximum Benefit Duration - SSNRA means:**

Your Maximum Benefit Duration is the period shown below or your Normal Retirement Age under the 1983 amendments to the Federal Social Security Act, whichever is longer.

<u>Age at Disability</u>	<u>Maximum Benefit Duration</u>
Less than age 60	To age 65, but not less than 60 Months
60	60 Months
61	48 Months
62	42 Months
63	36 Months
64	30 Months
65	24 Months
66	21 Months
67	18 Months
68	15 Months
69 and over	12 Months

<u>Year of Birth</u>	<u>Normal Retirement Age</u>
Before 1938	Age 65
1938	Age 65 and 2 Months
1939	Age 65 and 4 Months
1940	Age 65 and 6 Months
1941	Age 65 and 8 Months
1942	Age 65 and 10 Months
1943 through 1954	Age 66
1955	Age 66 and 2 Months
1956	Age 66 and 4 Months
1957	Age 66 and 6 Months
1958	Age 66 and 8 Months
1959	Age 66 and 10 Months
After 1959	Age 67

**Sickness:**

**Maximum Benefit Duration - 5 years means:**

60 months



**Classification:** 1 All Eligible Employees -- Choice 3

If you enrolled for this option, your disability income insurance will be based on the following:

**Benefit:**

You may elect an amount of insurance in \$100 increments. The minimum amount you may elect is \$200. The maximum amount you may elect cannot exceed 66.67% (Benefit Percentage) of your Total Monthly Earnings or the Maximum Benefit.

Benefits will be paid monthly.

**Maximum Benefit:**

\$7,500

**Minimum Benefit:**

25% of your Gross Benefit.

**Elimination Period:**

30 days

**Maximum Benefit Duration:**

Accident: SSNRA

Sickness: 5 year

**Gainful Occupation Percentage:**

80% of your Indexed Total Monthly Earnings.

**Contributions:**

The cost of your insurance is paid entirely by you.

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

Accidental Dismemberment/Loss of Sight Benefit

Advanced Survivor Benefit

First Day Hospital Benefit

Reasonable Accommodation Benefit

Survivor Benefit

Waiver of Premium

**Accident:**

**Maximum Benefit Duration - SSNRA means:**

Your Maximum Benefit Duration is the period shown below or your Normal Retirement Age under the 1983 amendments to the Federal Social Security Act, whichever is longer.

<u>Age at Disability</u>	<u>Maximum Benefit Duration</u>
Less than age 60	To age 65, but not less than 60 Months
60	60 Months
61	48 Months
62	42 Months
63	36 Months
64	30 Months
65	24 Months
66	21 Months
67	18 Months
68	15 Months
69 and over	12 Months

<u>Year of Birth</u>	<u>Normal Retirement Age</u>
Before 1938	Age 65
1938	Age 65 and 2 Months
1939	Age 65 and 4 Months
1940	Age 65 and 6 Months
1941	Age 65 and 8 Months
1942	Age 65 and 10 Months
1943 through 1954	Age 66
1955	Age 66 and 2 Months
1956	Age 66 and 4 Months
1957	Age 66 and 6 Months
1958	Age 66 and 8 Months
1959	Age 66 and 10 Months
After 1959	Age 67

**Sickness:**

**Maximum Benefit Duration - 5 years means:**

60 months

**Classification:** 1 All Eligible Employees -- Choice 4

If you enrolled for this option, your disability income insurance will be based on the following:

**Benefit:**

You may elect an amount of insurance in \$100 increments. The minimum amount you may elect is \$200. The maximum amount you may elect cannot exceed 66.67% (Benefit Percentage) of your Total Monthly Earnings or the Maximum Benefit.

Benefits will be paid monthly.

**Maximum Benefit:**

\$7,500

**Minimum Benefit:**

25% of your Gross Benefit.

**Elimination Period:**

Accident: None

Sickness: 7 days

**Maximum Benefit Duration:**

SSNRA

**Gainful Occupation Percentage:**

80% of your Indexed Total Monthly Earnings.

**Contributions:**

The cost of your insurance is paid entirely by you.

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

Accidental Dismemberment/Loss of Sight Benefit

Advanced Survivor Benefit

First Day Hospital Benefit

Reasonable Accommodation Benefit

Survivor Benefit

Waiver of Premium

**Maximum Benefit Duration - SSNRA means:**

Your Maximum Benefit Duration is the period shown below or your Normal Retirement Age under the 1983 amendments to the Federal Social Security Act, whichever is longer.

<u>Age at Disability</u>	<u>Maximum Benefit Duration</u>
Less than age 60	To age 65, but not less than 60 Months
60	60 Months
61	48 Months
62	42 Months
63	36 Months
64	30 Months
65	24 Months
66	21 Months
67	18 Months
68	15 Months
69 and over	12 Months

  

<u>Year of Birth</u>	<u>Normal Retirement Age</u>
Before 1938	Age 65
1938	Age 65 and 2 Months
1939	Age 65 and 4 Months
1940	Age 65 and 6 Months
1941	Age 65 and 8 Months
1942	Age 65 and 10 Months
1943 through 1954	Age 66
1955	Age 66 and 2 Months
1956	Age 66 and 4 Months
1957	Age 66 and 6 Months
1958	Age 66 and 8 Months
1959	Age 66 and 10 Months
After 1959	Age 67

**Classification:** 1 All Eligible Employees -- Choice 5

If you enrolled for this option, your disability income insurance will be based on the following:

**Benefit:**

You may elect an amount of insurance in \$100 increments. The minimum amount you may elect is \$200. The maximum amount you may elect cannot exceed 66.67% (Benefit Percentage) of your Total Monthly Earnings or the Maximum Benefit.

Benefits will be paid monthly.

**Maximum Benefit:**

\$7,500

**Minimum Benefit:**

25% of your Gross Benefit.

**Elimination Period:**

14 days

**Maximum Benefit Duration:**

SSNRA

**Gainful Occupation Percentage:**

80% of your Indexed Total Monthly Earnings.

**Contributions:**

The cost of your insurance is paid entirely by you.

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

Accidental Dismemberment/Loss of Sight Benefit  
Advanced Survivor Benefit  
First Day Hospital Benefit  
Reasonable Accommodation Benefit  
Survivor Benefit  
Waiver of Premium

**Maximum Benefit Duration - SSNRA means:**

Your Maximum Benefit Duration is the period shown below or your Normal Retirement Age under the 1983 amendments to the Federal Social Security Act, whichever is longer.

<u>Age at Disability</u>	<u>Maximum Benefit Duration</u>
Less than age 60	To age 65, but not less than 60 Months
60	60 Months
61	48 Months
62	42 Months
63	36 Months
64	30 Months
65	24 Months
66	21 Months
67	18 Months
68	15 Months
69 and over	12 Months

<u>Year of Birth</u>	<u>Normal Retirement Age</u>
Before 1938	Age 65
1938	Age 65 and 2 Months
1939	Age 65 and 4 Months
1940	Age 65 and 6 Months
1941	Age 65 and 8 Months
1942	Age 65 and 10 Months
1943 through 1954	Age 66
1955	Age 66 and 2 Months
1956	Age 66 and 4 Months
1957	Age 66 and 6 Months
1958	Age 66 and 8 Months
1959	Age 66 and 10 Months
After 1959	Age 67

**Classification:** 1 All Eligible Employees -- Choice 6

If you enrolled for this option, your disability income insurance will be based on the following:

**Benefit:**

You may elect an amount of insurance in \$100 increments. The minimum amount you may elect is \$200. The maximum amount you may elect cannot exceed 66.67% (Benefit Percentage) of your Total Monthly Earnings or the Maximum Benefit.

Benefits will be paid monthly.

**Maximum Benefit:**

\$7,500

**Minimum Benefit:**

25% of your Gross Benefit.

**Elimination Period:**

30 days

**Maximum Benefit Duration:**

SSNRA

**Gainful Occupation Percentage:**

80% of your Indexed Total Monthly Earnings.

**Contributions:**

The cost of your insurance is paid entirely by you.

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

- Accidental Dismemberment/Loss of Sight Benefit
- Advanced Survivor Benefit
- First Day Hospital Benefit
- Reasonable Accommodation Benefit
- Survivor Benefit
- Waiver of Premium

**Maximum Benefit Duration - SSNRA means:**

Your Maximum Benefit Duration is the period shown below or your Normal Retirement Age under the 1983 amendments to the Federal Social Security Act, whichever is longer.

<u>Age at Disability</u>	<u>Maximum Benefit Duration</u>
Less than age 60	To age 65, but not less than 60 Months
60	60 Months
61	48 Months
62	42 Months
63	36 Months
64	30 Months
65	24 Months
66	21 Months
67	18 Months
68	15 Months
69 and over	12 Months

<u>Year of Birth</u>	<u>Normal Retirement Age</u>
Before 1938	Age 65
1938	Age 65 and 2 Months
1939	Age 65 and 4 Months
1940	Age 65 and 6 Months
1941	Age 65 and 8 Months
1942	Age 65 and 10 Months
1943 through 1954	Age 66
1955	Age 66 and 2 Months
1956	Age 66 and 4 Months
1957	Age 66 and 6 Months
1958	Age 66 and 8 Months
1959	Age 66 and 10 Months
After 1959	Age 67



## 2. DEFINITIONS

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

- which is not due to any fault or misconduct by you;
- that results, directly and independently of all other causes;
- is independent of any illness, disease or other bodily malfunction;
- occurs while covered under the Policy; and
- is not otherwise excluded under the Policy.

**Accidental Bodily Injury** means bodily harm caused solely by an Accident.

**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 or a site where your Employer's business requires you to travel. You are considered Actively at Work on any day that is not your regular work day (e.g., you are on vacation or holiday) as long as you were Actively at Work on your immediately preceding work day, and you:

- are not Hospital confined; or
- are not disabled due to an accident or sickness.

You will be 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, if required, and you:

- are not Hospital confined; or
- are not disabled due to an accident or sickness.

**Any Occupation** means any Gainful Occupation that you are performing or may reasonably become qualified for by education, training or experience.

**Chemical and Environmental Illness** means an allergy or sensitivity to chemicals or the environment including but not limited to:

- Environmental allergies;
- Sick Building Syndrome;
- Multiple Chemical Sensitivity Syndrome; or
- Chronic Toxic Encephalopathy.

Chemical and Environmental Illness does not include asthma or allergy-induced reactive lung disease.

**Chronic Fatigue Illness** means an illness that is characterized by a debilitating fatigue in the absence of known medical or psychological conditions, which includes but is not limited to:

- Chronic Fatigue Syndrome as supported by Center for Disease Control Guidelines;
- Chronic Fatigue Immunodeficiency Syndrome as supported by Center for Disease Control Guidelines;
- Post Viral Syndrome;
- Limbic Encephalopathy;
- Epstein-Barr virus infection;
- Herpes virus type 6 infection; or
- Myalgic Encephalomyelitis.

Chronic Fatigue Illness does not include a disorder identified as a:

- Neoplastic disorder;
- Neurologic disorder;
- Endocrine disorder;
- Hematologic disorder;
- Rheumatologic disorder; or
- Depression.

**Continuing Care** means you visit a Physician whose medical specialty is the most appropriate specialty to evaluate, manage or treat your Accident or Sickness and you receive care and Treatment as frequently as is Medically Necessary according to generally accepted medical standards.

**Deductible Sources of Income** means Other Income that is deducted from your Gross Benefit as described in the “Other Income” provisions. Deductible Sources of Income include:

- benefits under Workers’ Compensation Law, Unemployment Compensation Law, or any other act or law of like intent;
- state mandated disability income plans;
- an automobile insurance policy providing disability wage loss benefits;
  - benefits under The Railroad Retirement Act (including any dependent benefits);
  - benefits under The Jones Act; Title 46 US Code, section 30104;
  - any labor management trustee, union or employee benefit plans that are funded in whole or in part by your Employer;
  - any disability income benefits under:
    - any other group plan of your Employer; or
    - any governmental retirement system as a result of your job with your Employer;
  - any disability income benefits you receive under your Employer’s Retirement Plan;
  - the Employer-paid portion of any Retirement Plan. Disability income benefits that reduce your accrued Retirement will be treated as a retirement benefit;
  - disability or retirement benefits under the United States Social Security Act, as follows:
    - disability income benefits you are eligible to receive;
    - retirement benefits you receive;
    - disability or retirement benefits your Dependents are eligible to receive because of your Disability or retirement.

If your Disability begins after your Social Security Normal Retirement Age, your Social Security retirement benefits will not be offset if, prior to your Disability, you were already receiving Social Security retirement benefits.

For the first 12 months that you are Disabled, such benefits that you receive will not be considered Deductible Sources of Income.

any amount you receive by compromise, settlement or other method as a result of or related to a claim for lost wages, income replacement, or any Other Income benefit. Such amount includes any amount received as a result of malpractice, tort, other similar litigation, or third party claim;

- any amount you receive from a voluntary separation of employment agreement from your Employer including severance pay or any other income settlement of an employment contract; or
- any amount you receive from any state or public retirement or disability plan including the Public Employees’ Retirement System (PERS) or the State Teachers’ Retirement System (STRS).

**Dependent** means your Spouse and Dependent Children.

**Dependent Children (Dependent Child)** means:

- your natural born child;
- your Spouse’s child;
- your adopted child, including any child placed with you for adoption;
- a child for whom you have legal guardianship; and
- a foster child placed with you by a licensed agency.

**Disability and Disabled** means that you are Totally Disabled or Partially Disabled. If a particular occupation requires a license, you will not be considered Disabled solely because you are unable to obtain a license or continue to qualify for a license.

**Disability Earnings** means the income you receive from work performed while Partially Disabled. Disability Earnings does not include income you receive from work performed prior to your Disability, nor income that is not derived from work performed while Disabled.

**Drug and Alcohol Illness** means:

- alcoholism;
- the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance; or
- the use of prescription medications other than as prescribed by your Physician.

**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.

**Eligible Survivor** means your Spouse. If you do not have a Spouse at the time of your death, your children who are under age 25 are your Eligible Survivors.

**Elimination Period** means the number of consecutive days of Disability, shown in the Benefit Highlights, which must be completed before we will pay you the benefit. No benefits will be paid to you for any portion of your Disability that occurs during your Elimination Period.

During your Elimination Period, a Disability that is caused by the same or related Accident or Sickness will be considered as continuous even if you cease to be Disabled and return to work for a period not to exceed 15 trial workdays.

We will not count these trial workdays toward satisfaction of your Elimination Period. However, if you become eligible for insurance under another group disability income insurance policy, the terms of this provision will not apply.

You must satisfy your Elimination Period within 12 months.

**Employee** means a person who is employed by the Employer within the United States, scheduled to work at least the minimum hours shown in the Benefit Highlights, and paid regular earnings, who has provided the Employer with sufficient and authentic documentation establishing eligibility for employment in the United States as required under the Immigration Reform and Control Act, 8 U.S.C. 1324a(b)(1), and who is not an "unauthorized alien" as defined by 8 U.S.C. 1324a(h)(3). 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 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 insured under the Policy.

**Enrollment Period** means the period(s) chosen by your Employer, during which eligible Employees may elect, change, or cancel insurance under the Policy. The Enrollment Period cannot occur more than once in any 12 month period unless we agree in writing.

**Fibromyalgia** means a disorder characterized by widespread musculoskeletal pain accompanied by fatigue, sleep, memory and mood issues.

**Full-time Basis** means, for the first 24 months, you have the capacity to perform the material and substantial duties of your Regular Occupation for the number of hours you normally performed your Regular Occupation prior to your Disability. After 24 months, Full-time Basis means you have the capacity to perform the material and substantial duties of Any Occupation for the number of hours you normally performed your Regular Occupation prior to your Disability.

If you normally performed your Regular Occupation in excess of 40 hours per week, we will consider you as being able to perform that requirement if you work or have the capacity to work 40 hours per week.

**Gainful Occupation** means employment that is, or can be expected, to provide you with an income of at least the Gainful Occupation Percentage shown in the Benefit Highlights.

**Gross Benefit** means your benefit before reductions for any Deductible Sources of Income or Disability Earnings.

**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. Hospital does not include a rest home, a skilled nursing facility, an extended care facility, a place of convalescence, rehabilitative care, custodial care or a place primarily for the treatment of drug addiction or alcoholism.

**Hospital Confinement** means admission to a Hospital and confinement as a resident bed patient due to an Accident or Sickness. The confinement must be on the advice of a Physician and be Medically Necessary. Confinement to an emergency room, outpatient treatment room, or observation unit is not considered a hospital confinement.

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

**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 Intoxication 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.

**Medically Necessary** means the Treatment, services or supplies necessary and appropriate for the diagnosis or Treatment of an Accident or Sickness based upon generally accepted medical standards.

**Mental Illness** means any Sickness, disease or disorder, including those which are the result in any way of a genetic, chemical, organic or biological cause, which:

- is medically classified or considered, whether in whole or in part, to be a psychological, behavioral or emotional condition in accordance with the most recent Diagnostic Statistical Manual;
- is manifested by psychological distress or impaired social functioning, or both; and
- is treated by or dealt with, in whole or in part, through psychotherapeutic or sociotherapeutic methods or by medication which is intended to alter or affect emotions, behavior or thought content.

Mental Illness includes but is not limited to:

- anxiety and panic;
- somatoform disorders;
- mood disorders, including depression and bipolar disorder (manic depression);
- dissociative disorders and schizophrenia; and
- personality and eating disorders.

This listing is intended to present examples of Mental Illness and shall not be taken or construed as a limitation of the term as it is defined above.

**Musculoskeletal and Connective Tissue Illness** means any musculoskeletal and connective tissue disease or disorder, sprains and strains of joints and adjacent tissues, including but not limited to:

- cervical, thoracic and lumbosacral back and its surrounding soft tissue;
- carpal tunnel or repetitive motion syndrome;
- temporomandibular joint or craniomandibular joint disorder;
- myofascial pain; and
- scoliosis that does not require surgery.

Musculoskeletal and Connective Tissue Illness does not include:

- herniated, ruptured or bulging discs with neurological abnormalities that are documented by electromyogram, and computerized tomography or magnetic resonance imaging;
- scoliosis that requires surgery;
- tumors, malignancies, or vascular malformation;
- radiculopathies that are documented by electromyogram;
- spondylolisthesis, grade II or higher;
- myelopathies and myelitis;
- demyelinating diseases;
- traumatic spinal cord necrosis;
- osteopathies;
- rheumatoid or psoriatic arthritis; or
- lupus.

**Non-deductible Sources of Income** means Other Income that is not deducted from your Gross Benefit as described in the “Other Income” provisions. Non-deductible Sources of Income include:

- Income from:
  - 401(k) plans;
  - 403(b) plans;
  - profit sharing plans;
  - thrift plans;
  - tax sheltered annuities;
  - stock ownership plans;
  - non-qualified plans of deferred compensation;
  - pension plans for partners;
  - military pension plans;
  - credit disability insurance;
  - franchise disability income plans;
  - a retirement plan from another employer;
  - Individual Retirement Accounts (IRA);
  - vacation pay;
  - holiday pay;
  - any amount you receive under any individual or association disability income policy;
  - any disability income benefits you receive from the Veterans Administration.
- the amount you receive from any sick leave paid to you by your Employer; or
- the amount you receive from any salary continuation paid to you by your Employer.

**On the Job Assault** means an assault that results in a dismemberment or loss of sight while working at your Employer’s normal place of business or while traveling for your Employer, and would be considered a felony in the jurisdiction where the assault occurred.

**Other Income** means those benefits or sources of income that are provided or available while you are receiving a benefit under the Policy. Other Income includes Deductible Sources of Income and Non-deductible Sources of Income. Other Income includes any benefits that would have been available to you had you applied for that benefit. Except for benefits payable under a Retirement Plan, Other Income must be provided as a result of the same Disability for which a benefit is payable.

**Partial Disability and Partially Disabled** means during the Elimination Period and the next 24 months you:

- are unable to perform the material and substantial duties of your Regular Occupation on a Full-time Basis; and
- have Disability Earnings of less than 80% of your Indexed Total Monthly Earnings.

The Disability must be the material and substantial factor in causing the earnings loss.

After 24 months of receiving Total and Partial Disability benefits combined, Partial Disability and Partially Disabled means you:

- are unable to perform with reasonable continuity any Gainful Occupation for which you are or could become reasonably qualified for by education, training and experience; and

- have Disability Earnings of less than your Gainful Occupation Percentage shown in the Benefit Highlights for your option.

The Disability must be the material and substantial factor in causing the earnings loss.

A Partial Disability must be caused by an Accident or Sickness and must commence while you are insured under the Policy.

**Participation in a Riot, Rebellion or Insurrection**, the words "Participation" and "Riot" in this phrase mean: Participation includes promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in, but will not include actions taken in defense of public or private property, or actions taken in your own defense, if such actions of defense are not taken against persons seeking to maintain or restore law and order including but not limited to police officers and firefighters.

Riot includes all forms of public violence, disorder, or disturbance of the public peace, by three or more persons assembled together, whether or not acting with a common intent and whether or not damage to person or property or unlawful act or acts is the intent or the consequence of such disorder.

**Period of Disability** means the number of consecutive days that you are Disabled beginning with the first day you are Disabled and under the Continuing Care of a Physician for the Accident or Sickness causing your Disability.

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

- licensed in the United States or Canada as a medical doctor and authorized to practice medicine and to prescribe and administer drugs or to perform surgery; or
- any other duly licensed medical practitioner who is deemed by 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. "Family member" means: (a) your Spouse and (b) the following relatives of you or your Spouse: (1) parent; (2) grandparent; (3) child; (4) grandchild; (5) brother; (6) sister; (7) aunt; (8) uncle; (9) first cousin; (10) nephew or niece. This includes adopted, in-law and step-relatives.

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

**Pre-existing Condition** means during the 3 months prior to your effective date of insurance or the effective date of an increase in your amount of insurance, you:

- sought medical treatment, consultation, advice, care or services, including diagnostic measures for the condition, regardless of whether the condition was diagnosed or suspected at that time; or
- took prescribed drugs or medicines for the condition.

**Prior Policy** means the plan of disability income insurance provided through or sponsored by your Employer and under which you were insured on the day before September 1, 2019; Prior Policy includes an uninsured disability income plan of your Employer.

**Proof** means any medical, financial, or other information that is required by us and is satisfactory to us.

**Recurrent Condition** means your Disability that is caused by a worsening in your condition and is due to the same cause as your prior Disability for which a disability income benefit has been paid under the Prior Policy.

**Regular Occupation** means the occupation you are performing immediately prior to the first date your Period of Disability commences. This refers to your occupation as it is typically performed in the national economy rather than the duties required by a specific employer or at a specific location.

**Relocation Expense** means an expense you incur in the process of relocating your primary residence due to a change in your employment. Relocation Expenses are limited to the following expenses:

- temporary living, house hunting, and relocation travel;

- closing costs for home purchase and sale, including real estate agent commissions, attorneys fees, documentation of real estate tax and property title, lender mortgage fees, tax on property transfer levied by the state or local tax authority, and lender-imposed penalty for mortgage prepayment;
- shipment and storage of household goods; and
- release from a lease payment on your current residence, if required.

**Retirement Plan** means a program that provides retirement benefits to Employees and is not funded wholly by Employee contributions. Retirement Plan does not include:

- a profit-sharing plan;
- a thrift plan;
- a deferred compensation plan;
- a non-qualified pension plan;
- an Individual Retirement Account (IRA);
- a Tax Sheltered Annuity (TSA);
- a salary reduction plan (401(k), 403(b) or like plan);
- a Keogh plan (HR-10) with respect to Partners;
- an Employee Stock Ownership Plan (ESOP);
- any amount rolled over or transferred to any other retirement plan as defined in Section 402 of the Internal Revenue Code; or
- any amount you receive from any federal, state or public retirement or disability plan including State Teachers' Retirement System (STRS).

**Sickness** means disease or illness, Mental Illness, Drug and Alcohol Illness, Chemical and Environmental Illness, Chronic Fatigue, Musculoskeletal and Connective Tissue Illness, Fibromyalgia or pregnancy. A Disability caused by a Sickness must:

- occur while covered under the Policy; and
- not otherwise be excluded under the Policy.

**Spouse** means any individual who is a party to a Marriage.

**Total Disability and Totally Disabled** means during the Elimination Period and the next 24 months you are unable to perform the material and substantial duties of your Regular Occupation.

After 24 months of receiving Total and Partial Disability benefits combined, Total Disability and Totally Disabled means you are unable to perform with reasonable continuity any Gainful Occupation for which you are or could become reasonably qualified for by education, training and experience.

A Total Disability must be caused by an Accident or Sickness and must commence while you are insured under the Policy.

**If school is in session:** You are Totally Disabled when we review your claim and determine that due to your Accident or Sickness, you are unable to perform the material and substantial duties of your Regular Occupation.

**If school is not in session:** You are Totally Disabled when we review your claim and determine that due to your Accident or Sickness, you are or would be unable to perform the material and substantial duties of your Regular Occupation.

If you are paid on an hourly basis, Total Monthly Earnings will be based on your hourly rate of pay, but will not exceed 40 hours per week.

**Total Monthly Earnings** means your current monthly earnings as reported by your Employer immediately before the first date your Disability begins. Total Monthly Earnings includes Stipends and 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, Stipends or any other extra compensation.

**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.

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



### 3. ELIGIBILITY, EFFECTIVE DATES AND TERMINATIONS

#### **When are you eligible for insurance?**

You are initially eligible for insurance on the latest of:

- September 1, 2019;
- the date your Eligibility Waiting Period ends; or
- the date you first are Actively at Work in an Eligible Class.

You are also eligible for insurance during any Enrollment period or as a result of a Family Status Change, provided you are Actively at Work and in an Eligible Class.

#### **When must you enroll for insurance?**

You must enroll within 31 days of the date you are initially eligible or during any Enrollment Period.

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

The date you are eligible and agree to make any required contribution toward the cost of the insurance if you are Actively at Work on that date.

#### **When can you make changes in your insurance?**

During any Enrollment Period after you are covered under the Policy and Actively at Work, you may request a change in your insurance amount or benefit options.

You may only increase or decrease your insurance within the limits shown in the Benefit Highlights.

#### **When will your coverage change?**

Your coverage under the Policy may change if:

- you enroll for a different coverage option;
- there is a Policy change; or
- there is a change in your Total Monthly Earnings.

#### **When does a change in your insurance start?**

If you are Actively at Work, any increase in insurance or benefits, for reasons other than a change in the Policy, will start on the latest of:

- on the January 1st following the date you apply for a different coverage option;
- immediately upon the date of the increase in your Total Monthly Earnings; or
- the date specified during the Enrollment Period.

If you are eligible for additional insurance the change will be effective on the date the change is effective. If you are not Actively at Work on that date, any increase in insurance or benefits will not start until you resume being Actively at Work.

Whether or not you are Actively at Work, any decrease in coverage will take effect:

- on the January 1st following the date you apply for a different coverage option;
- immediately upon the date of the decrease in your Total Monthly Earnings; or
- the date specified during the Enrollment Period.

Any change is subject to all the terms of the Policy.

#### **What happens if you are rehired by your Employer?**

If you are rehired by your Employer within 6 months of the date your employment ends, your insurance may be reinstated. Your reinstated insurance will:

- be the same insurance for which you were insured prior to termination of employment;
- be subject to all the terms and provisions of the Policy.

You will not be subject to a new Pre-existing Condition Exclusion as of the date you are rehired. You will be given credit for the time you were insured prior to your termination of employment.

If you are rehired by your Employer 6 months or later after the date your employment terminates, your coverage will not be reinstated. You will be eligible for insurance on the day after you complete a new Eligibility Waiting Period.

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

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

**When does your insurance end?**

Your insurance will end on the earliest of the following to occur:

- the date the Policy terminates;
- the date you notify us in writing to cancel your insurance;
- the date you enter active duty in any armed service during time of war (declared or undeclared);
- the date you retire;
- the date you die;
- the date you are no longer in an Eligible Class;
- the date you commit an act of material misrepresentation to obtain benefits under the Policy;
- the last day of the period for which any required premium has been paid for your insurance or any part of your insurance; or
- the last day you are Actively at Work; subject to any Continuation or Portability provisions.

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

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

- we approve your application for reinstatement;
- you agree to make any required contribution toward the cost of your insurance; and
- you return to being Actively at Work.

A new Eligibility Waiting Period will not apply.

## 4. BENEFIT PROVISIONS

### What is the disability income benefit?

Disability income benefits are benefits paid to you to partially replace your income if you become Disabled while insured.

### When do disability income benefits become payable?

We will pay you a benefit as calculated below, for a Period of Disability, subject to all the terms of the Policy if you:

- send Proof to us that you have become Disabled;
- are insured under the Policy at the time your Disability commences; and
- have completed your Elimination Period shown in the Benefit Highlights.

### How is the benefit calculated for a Total Disability?

To determine the benefit we will pay each month you are Totally Disabled we will subtract all Deductible Sources of Income from the lesser of:

- the Benefit Percentage you elected multiplied by your Total Monthly Earnings; or
- the Guaranteed Issue Amount, (if we did not approve your Evidence of Insurability); or
- the Maximum Benefit you elected.

The result is your Total Disability benefit.

The benefit payable will never be less than the Minimum Benefit shown in the Benefit Highlights.

### How is the benefit calculated for a Partial Disability?

To determine the benefit we will pay for the first 12 months while you are Partially Disabled, add your Deductible Sources of Income and your Disability Earnings to your Gross Benefit for a Total Disability.

If the calculation above is more than 100% of your Indexed Total Monthly Earnings, subtract the amount in excess of 100% from your benefit for a Total Disability. The result is your benefit for a Partial Disability.

If the calculation above is 100% or less than your Indexed Total Monthly Earnings, your benefit for a Partial Disability is the same as your benefit for a Total Disability.

If you continue to be Partially Disabled after receiving Partial Disability benefits for 12 months, your Partial Disability benefit will be recalculated based on the following formula:

$$(A \text{ divided by } B) \text{ multiplied by } C$$

where:

A = your Indexed Total Monthly Earnings minus your Disability Earnings.

B = your Indexed Total Monthly Earnings.

C = your benefit for a Total Disability.

### When is the benefit paid?

The benefit will be paid as follows:

- benefits will be paid monthly following your Elimination Period as specified in the Benefit Highlights; and
- for each day for which a benefit is payable, the amount paid will be equal to 1/30<sup>th</sup> of the benefit.

### What happens if you return to work and become Disabled again?

We will treat this new Disability as part of your prior Disability if you returned to work and were Actively at Work for less than:

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

You will not have to complete a new Elimination Period.

Your benefit will be subject to the same terms and conditions as were applicable to the original Disability.

Your benefit will not continue if:

- your coverage under the Policy terminates; or
- you become eligible for coverage under any other group disability income policy

If your new disability begins later than the time periods specified, you will need to complete a new Elimination Period.

### **When does your benefit end?**

Your benefit will end on the earliest of the date:

- you do not submit to any medical examination or clinical assessment requested by us;
- we determine you are no longer Disabled, even if you choose not to work;
- you reach the end of your Maximum Benefit Duration;
- you do not provide Proof to us that you continue to be Disabled; or
- you do not provide Proof that your earnings loss is a direct result of your Disability.

In addition to the circumstances shown above, your benefit is subject to termination as otherwise stated under the terms and conditions of the Policy.

### **How is Other Income applied to your benefit?**

The amount of Deductible Sources of Income you receive will be deducted from your Gross Benefit.

### **Are you required to apply for Other Income benefits?**

If you are, or become eligible, for any Deductible Sources of Income, you must apply for that Other Income and make reasonable efforts to reapply for or appeal the denial of any application for that Other Income.

If appropriate, we will assist you in the application and appeals processes.

### **What is the Right of Recovery obligation?**

You must pursue all valid claims including, but not limited to, claims of negligence or wrong doing by any third-party, claims for restitution, constructive trust, equitable lien, breach of contract, and any other state or federal claims you may have against any third party responsible, in whole or in part, for any Accident, Sickness, or Disability for which any benefits have been paid or are payable under the Policy. You must immediately advise us of any amount you recover from them. We reserve the right to pursue any and all claims not pursued by you, and you agree to assign all such claims to us upon our request.

### **Is Other Income estimated?**

We have the right to estimate the amount of any Deductible Sources of Income you are eligible to receive and to reduce your benefit by the estimated amount.

Until approval or denial is made, we will estimate the amount you would receive for any Deductible Sources of Income. That estimate will be considered your Deductible Sources of Income amount. When approval or denial is made, the benefits paid or payable will be adjusted as necessary. We will not estimate if:

- you have applied for the Other Income benefits;
- you agree to appeal any denials of any Deductible Sources of Income benefits to all administrative levels we deem necessary; and
- you complete and sign the Sun Life Reimbursement Agreement.

### **What happens when the Other Income benefits have been awarded or have been denied?**

You must notify us in writing within 31 days of receiving notice of approval, denial or an adjustment in the amount of Deductible Sources of Income (other than for cost of living increases). If necessary we will make an adjustment to your benefit. If you have been underpaid, we will immediately make a lump sum payment to you of the amount that has been underpaid. If you have been overpaid, you must reimburse us the amount of the overpayment within 31 days of the award. We have the right to reduce or eliminate your future benefit payments until you have repaid the amount of the overpayment. During the overpayment reimbursement period, the Minimum Benefit will not apply.

**What happens if you receive increases in your Other Income benefits?**

After the first deduction for each of your Deductible Sources of Income benefits, we will not reduce your benefit payments due to cost of living increases you receive from any sources described as Deductible Sources of Income. This does not apply to any increase in earnings you receive from employment.

**What is the Social Security Disability Income Assistance Program?**

At your request, we will assist you (if appropriate) through the various levels of the Social Security claims process, including the application and appeals processes.

**RELOCATION EXPENSE BENEFIT**

**What is the Relocation Expense Benefit?**

If you are able to return to active full-time employment, but not with your Employer, a Relocation Expense Benefit may be payable.

**When are you eligible for a Relocation Expense Benefit?**

You are eligible for a Relocation Expense Benefit if:

- you are receiving a disability income benefit under the Policy;
- you are unable to return to work for your Employer, work for another employer, or work on a self-employment basis within a 50 mile radius of your residence;
- you have the opportunity to return to active full-time employment at another job or on a self-employment basis more than 50 miles from your residence; and
- we approve in writing the Relocation Expense, prior to the date it is incurred.

For the purposes of this Relocation Expense Benefit, we reserve the right to determine whether relocation will enable you to return to active full-time employment or to become self-employed.

**What is the amount of your Relocation Expense Benefit?**

The Relocation Expense Benefit is the lesser of \$5,000 or 3 times your Gross Benefit.

If Relocation Expenses are approved by us in writing and paid by an employer on your behalf, we will pay the Relocation Expense Benefit to that employer.

## 5. ADDITIONAL BENEFITS

You are insured for the additional benefits shown below provided you:

- are eligible for those benefits;
- are enrolled for those benefits; and
- have agreed to make the required contribution 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.

### ACCIDENTAL DISMEMBERMENT/LOSS OF SIGHT BENEFIT

#### What is the Accidental Dismemberment/Loss of Sight (ADLOS) Benefit?

We will pay an ADLOS Benefit to you for the number of months specified for that loss, as shown below. We will pay the ADLOS Benefit if we receive Notice and Proof that while insured you:

- sustained an Accidental Bodily Injury; and
- incurred one of the following losses within 365 days of the date of the Accidental Bodily Injury.

If you incur more than one of the losses, shown below, from any one accident, only the loss with the greatest amount of months will be payable.

Type of Loss	Number of Benefit Payments
Loss of both hands .....	48 months
Loss of both feet .....	48 months
Loss of the entire sight of both eyes.....	48 months
Loss of one hand and the entire sight of one eye .....	48 months
Loss of one foot and the entire sight of one eye .....	48 months
Loss of one hand and one foot.....	24 months
Loss of the entire sight of one eye.....	12 months
Loss of thumb and index finger of the same hand.....	12 months

Loss of hand or foot means a total and permanent physical separation of the limb from the body, occurring at or above the wrist or ankle. Loss of sight means a total (i.e., 100%) and irrecoverable loss of sight. Loss of thumb and index finger means a total and permanent physical separation of the thumb and finger from the hand, occurring through or above the metacarpophalangeal joint. Regardless of the residual function level (i.e., 0%-100%), of a finger, hand or foot, if a limb is surgically reattached, no ADLOS benefit is payable.

#### How is the Accidental Dismemberment/Loss of Sight Benefit calculated?

To determine your benefit for the specific loss, multiply the number of benefit payments for that loss by the lesser of:

- your Gross Benefit; or
- the Maximum Benefit (shown in the Benefit Highlights).

This amount is not subject to reductions from Other Income.

If the specific loss is caused by an On the Job Assault, then the number of monthly benefits for that specific loss will be increased by an additional 6 months.

No benefit is payable for Disability during any period we are paying a benefit for the specific loss under the ADLOS Benefit. If you are Disabled after the expiration of the benefit for the specific loss, a disability income benefit will be payable according to the terms of the Policy. Any period you have received an ADLOS Benefit for the specific loss will count towards satisfaction of the Maximum Benefit Duration and the Disability benefit period.

#### What happens if I die before receiving all the benefit payments?

If you die while receiving an ADLOS Benefit, the remaining amount of benefit payments, if any, will be payable in a lump sum to your estate. No ADLOS Benefit is payable beyond the number of months specified above.

## **ADVANCED SURVIVOR BENEFIT**

### **What is the Advanced Survivor Benefit?**

If we receive satisfactory Proof that you are terminally ill, the Advanced Survivor Benefit will be payable to you, while you are still living. The Advanced Survivor Benefit is three times your Gross Benefit and will be paid in a lump sum.

Such benefit will not be subject to deductions for Other Income. We will reduce your Advanced Survivor Benefit by the amount of any overpayments we have made to you.

### **When are you eligible for an Advanced Survivor Benefit?**

You are eligible if:

- you are receiving or eligible to receive a benefit under the Policy;
- you have completed your Elimination Period; and
- you are certified, by a Physician, as terminally ill with a life expectancy of 12 months or less.

To exercise the Advanced Survivor Benefit, you must submit a written request to us.

If you receive an Advanced Survivor Benefit, no Survivor benefit will be payable to your Eligible Survivor.

## **FIRST DAY HOSPITAL BENEFIT**

### **What is the First Day Hospital Benefit?**

If your Elimination Period is less than 31 days, and you are confined to a Hospital for at least 24 hours, we will waive your Elimination Period.

## **REASONABLE ACCOMMODATION BENEFIT**

### **What is the Reasonable Accommodation Benefit?**

If you would be able to return to work with your Employer with a modification to your Employer's workplace, we may reimburse your Employer (if appropriate) for the reasonable expenses to modify your Employer's workplace up to a maximum of \$2,000, unless we otherwise approve in writing. Reimbursement includes expenses for tools, equipment, furniture, or any other changes to your work environment that we agree will allow you to return to work.

We will pay a Reasonable Accommodation Benefit if:

- we approve, in writing, the workplace modification;
- your Employer incurs expenses to make the modification to your Employer's workplace;
- you return to work for your Employer; and
- you were insured under the Policy on the date your Disability began.

## **SURVIVOR BENEFIT**

### **What happens to your benefit if you die?**

If you die while insured under the Policy, we will pay a lump sum benefit to your Eligible Survivor provided:

- you were Disabled prior to your death;
- you completed your Elimination Period; and
- we receive Proof of your death.

### **How is the Survivor Benefit determined?**

If the above conditions are met, we will pay your Eligible Survivor the lesser of:

- 3 times your Gross Benefit for the month prior to your death; or
- the number of months remaining in the Maximum Benefit Duration multiplied by your Gross Benefit for the month prior to your death.

Only one lump sum will be paid regardless of the number of Eligible Survivors. If there is more than one Eligible Survivor, the lump sum will be paid in equal shares to those persons.

If you do not have an Eligible Survivor, the Survivor Benefit will be payable to your estate. If an Eligible Survivor is a minor child, we will pay a benefit up to \$1,000 as indicated in the Claim Provisions section. Such benefit will be payable to a custodian designated pursuant to the Uniform Transfers to Minors Act.

If you received an Advanced Survivor Benefit, no Survivor benefit is payable to your Eligible Survivor.

## **WAIVER OF PREMIUM**

### **Are you required to pay premiums while you are Disabled?**

We will waive the premium payments for your insurance under the Policy beginning the first of the month following the greater of 30 consecutive days of Disability or completion of your Elimination Period. The waiver will continue as long as benefits are paid under the Policy. If the Policy is in force when your Disability ends, you will remain insured if you return to an Actively at Work status in an Eligible Class and premium payments for your insurance under the Policy are made on the first of the month following the date you are no longer Disabled.



## 6. EXCLUSIONS AND LIMITATIONS

### What are the exclusions?

No benefit is payable to you under the Policy for any Period of Disability or other loss for which benefits are payable that is caused by, contributed to in any way or resulting from:

- intentionally self-inflicted injuries;
- war, declared or undeclared, any act of war or your active duty in any armed service during a time of war;
- a Pre-existing Condition; except:
  - if your Disability begins later than 12 months after your effective date or later than 12 months after the effective date of any increase in your amount of insurance;
  - for the initial amount of insurance or for any subsequent increases if you have been insured under the Policy for the immediately preceding 3 consecutive months prior to your Disability and during that period you have not:
    - sought medical treatment, consultation, advice, care or services, including diagnostic measures for the condition, regardless of whether the condition was diagnosed or suspected at that time; or
    - took prescribed drugs or medicines for the condition.
  - for cost of living, contract, or periodic salary review increases;
- your active Participation in a Riot, Rebellion or Insurrection;
- your committing or attempting to commit an assault, felony, or other criminal act.
- your operation of any motorized vehicle while under the influence of any illegal substance or medication not prescribed by a Physician, or while Intoxicated.

### What are the limitations?

No benefit is payable to you under the Policy for any Period of Disability or other loss :

- while you are not under the Continuing Care of a Physician for the Accident or Sickness causing your Disability, unless you have reached your maximum point of recovery and are still Disabled;
- for any period you do not submit to any medical examination or clinical assessment requested by us; or
- for any Period of disability during which you are incarcerated.

### Is a limited benefit payable for a Disability due to Mental Illness?

If a Period of Disability is caused by, contributed to in any way or resulting from Mental Illness, the benefit will be paid for not more than 24 months if you are under the Continuing Care of a specialist in psychiatric care. Benefits will be paid beyond 24 months if:

- you are confined in a Hospital or institution licensed to provide psychiatric Treatment; or
- you continue to be Disabled when discharged from a Hospital or institution licensed to provide psychiatric Treatment, then we will continue your benefits for up to 90 days. If you become reconfined during the 90 day period and remain confined for at least 14 consecutive days, we will continue your benefit payments during your reconfinement. Upon discharge, you will be eligible for up to an additional 90 days of benefits if you continue to be Disabled.

### Is a limited benefit payable for a Disability due to Drug and Alcohol Illness?

If a Period of Disability is caused by, contributed to in any way or resulting from Drug and Alcohol Illness, the benefit will be paid for not more than 24 months if you are actively supervised by a Physician or rehabilitation counselor and are receiving continuing Treatment from a rehabilitation center or a designated institution approved by us. Benefits will be paid beyond 24 months if you are confined in a Hospital or institution licensed to provide Drug or Alcohol Treatment.

### Is a limited benefit payable for a Disability due to other conditions?

If a Period of Disability is caused by, contributed to in any way or resulting from Chemical and Environmental Illness or Chronic Fatigue or Musculoskeletal and Connective Tissue Illness, or Fibromyalgia, the benefit will be paid for not more than 24 months. Benefits will be paid beyond 24 months if you are confined in a Hospital or institution.

### Is a limited benefit payable if you are living outside the United States or Canada?

If you are residing outside of the United States or Canada during a Period of Disability, the benefit will be paid for not more than 12 months. You will be considered to be residing outside the United States or Canada if you have been outside of the United States or Canada for a total period of 6 months or more during any 12 consecutive months of benefit payments. Benefits after the first 12 months are payable only if you return to the United States or Canada for 6 consecutive months. This Limitation does not apply if your Disability begins while you are Actively at Work or on vacation outside of the United States or Canada and you return as soon as you are physically able to do so.

## 7. CLAIMS

### **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 claim forms.

### **NOTICE OF CLAIM**

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

Written notice of claim must be given to us:

- for a disability, no later than 30 days before the end of your Elimination Period or within 30 days after the termination of the Policy, if earlier; or
- for any Additional Benefit, as stated in the Additional Benefit provision, or in the absence of a requirement, as soon as reasonably possible.

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 you do not receive the forms within 15 days after written notice of claim is sent, you may send Proof of claim to us without waiting to receive the claim forms.

### **PROOF OF CLAIM**

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

Proof of claim must be given to us:

- for a disability, no later than 90 days after the end of your Elimination Period; or
- for any Additional Benefit, as stated in the Additional Benefit provision, or in the absence of a requirement, as soon as reasonably possible.

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 disability;
- the date the loss or disability or expense occurred;
- the cause of the loss or disability or expense;
- evidence demonstrating the disability and should include at least Hospital records, Physician records, psychiatric records, x-rays, narrative reports, or lab, toxicology or other diagnostic testing materials as appropriate for the disabling condition;
- police reports and/or incidence reports from your Employer;
- payroll records from your Employer; and
- copies of your wage or earnings statements.

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

Proof of your continued Disability and regular and Continuing Care must be given to us within 30 days of the request for Proof.

Proof must be satisfactory to us.

### **PAYMENT OF BENEFITS**

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

Benefits are payable within 30 days of the date we receive Proof of the claim.

Benefits are based on the coverage that is in force on the date you are Disabled or the expense was incurred. Any change to the Policy will not affect a payable claim that occurs prior to the change.

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

We will send you a written notice of decision on your claim within a reasonable timeframe after we receive the claim but not later than 15 business days after we receive all items, statements and forms required by us. We will advise you during that time if we need additional information. We may request an extension of up to 45 days. 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 stating:

- 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;
- the identity of an internal rule, guideline, protocol or other similar criterion, if any, that was relied upon to deny the claim and a copy of the rule, guideline, protocol or criterion or a statement that a copy is available free of charge upon request; and
- the identity of any medical or vocational experts whose advice was obtained in connection with the claim, regardless of whether the advice was relied upon to deny the claim.

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

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

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

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

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

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

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

- the specific reasons for the denial;
- the specific Policy provisions on which the denial is based;
- your right to receive, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits;

- your right to bring a civil action under ERISA, §502(a);
- 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?**

Survivor Benefits are payable to your Eligible Survivor as defined in the Benefit Provisions section of the Certificate. All other benefits payable during your lifetime are payable to you except in the following situations:

- 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;
- 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 above; or
- 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 benefits as defined in the Benefit Provisions section of the Certificate.

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 (as shown 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 \$5,000 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:
  - first, your child or children;
  - then, your mother or father.

## 8. INSURANCE CONTINUATION

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

If you are absent due to Accident or Sickness, your insurance will be continued during:

- the Elimination Period; and
- any period the premium is being waived under the Policy.

While the Policy is in force and subject to the conditions stated in the Policy, your Employer may, by paying the required premium to us, continue your insurance for any of the following reasons and durations:

- layoff - for up to 1 month
- leave of absence - for up to 1 month
- Vacation - for up to 3 months
- School Recess - for up to 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), as amended. You should contact your Employer for more details.

While the policy is in force, you may be eligible for a Portability Privilege. Refer to the Portability Privilege provision section. You need to apply for portability and pay the requirement premium within 31 days following your termination of insurance.

## 9. PORTABILITY

### **What is the Portability Privilege?**

If your coverage ceases due to termination of your employment, you may apply to continue coverage for up to 12 months under a portable plan. Portability insurance will be provided under an insurance policy we make available for this purpose. Your new portability insurance may not be identical to your current insurance under the Policy.

### **When are you eligible for Portability?**

You are eligible for portable coverage if all of the following requirements are met:

- you were insured under the Policy on the day prior to your termination of employment and for at least the previous 12 consecutive months including coverage under the Prior Policy;
- your insurance ends because you terminate employment for reasons other than leave of absence, labor strike, retirement, Accident or Sickness;
- the Policy is still in force;
- you are under age 70 at the time employment terminates;
- you are not Disabled on the date your employment ends;
- you are not on military leave;
- the hours you work for your Employer have not been reduced;
- you are a citizen or legal resident of the United States or Canada;
- you are residing in the United States or Canada on the date your coverage ends;
- you have not exercised your portability right under a similar certificate issued by us; or
- you are not insured under any other group or employer-sponsored disability income plan.

### **When must you apply for portability 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 insurance under the Policy terminates. The application and premium rates for portable insurance are available from your Employer.

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

You may apply for portable coverage up to the amount of coverage you had in force on the date your insurance under the Policy ends. Your Elimination Period, benefit and the Maximum Benefit will remain the same as you had under the Policy. However, you may elect a lower benefit. The Maximum Benefit Duration under the portable plan is 12 months. Any Additional Benefits described in Section 5 will not be available under the portability insurance.

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

After your insurance under the Policy terminates, your portable insurance will start on 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 the Policy?**

If your Employer replaces insurance provided by the Prior Policy with the insurance provided by the Policy, Continuity of Coverage benefits as stated in this section may be available to you. These benefits will be available as long as the insurance and level of benefits under the Prior Policy were substantially similar to the insurance provided by the Policy.

### **What if you are not Actively at Work when your Employer replaces your Prior Policy with the Policy?**

You will be covered under the Policy if you are not Actively at Work on September 1, 2019 and:

- you were insured under the Prior Policy on the day before September 1, 2019;
- you are a member of an Eligible Class;
- premiums for you are paid up to date; and
- you are not receiving or eligible to receive benefits under the Prior Policy.

If you become Disabled and were never Actively at Work while covered under the Policy, any benefit payable will be the lesser of:

- the monthly benefit payable under the Policy; or
- the monthly benefit payable under the Prior Policy had it remained in force.

### **What happens if you were Disabled under the Prior Policy and become Disabled again?**

If after receiving a disability income benefit under the Prior Policy, and prior to the effective date of the Policy, you:

- are Actively at Work on an uninterrupted Full-time Basis for less than 6 months; and
- become Disabled due to a Recurrent Condition; and
- benefits would have been payable for those disabilities under the Prior Policy without having to satisfy a new Elimination Period if the Prior Policy had remained in force; and
- you do not qualify for disability income benefits for those disabilities under the Prior Policy;

then you will not be required to satisfy a new Elimination Period under the Policy. Any benefit payable will be the lesser of:

- the benefit payable under the Policy, reduced by any benefit payable under the Prior Policy; or
- the benefit that would have been payable under the Prior Policy had it remained in force, less any benefit payable under the Prior Policy.

### **Does the Eligibility Waiting Period apply when your Employer replaces the Prior Policy with the 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 by the Policy's Eligibility Waiting Period.

### **What if you had a Pre-existing Condition prior to your coverage under the Policy?**

You will be given credit under any Pre-existing Condition limitation under the Policy for the time you were insured under the Prior Policy. The credit will apply to the extent that the previous coverage or level of benefits was substantially similar to level of benefits under the Policy.

### **Are Disabilities due to a Pre-existing Condition covered?**

Benefits may be payable if, on or after September 1, 2019, you become Disabled due to a Pre-Existing Condition provided you were:

- insured under the Prior Policy on the day before the September 1, 2019; and
- Actively at Work and insured under the Policy on September 1, 2019.

Any benefit payable will be determined as follows:

- if you have satisfied the Pre-Existing Condition requirement, the benefit will be based on the Policy's benefit provision.
- if you cannot satisfy the Pre-Existing Condition requirement, the Prior Policy's pre-existing condition provision will be applied and
  - if you would have satisfied the Prior Plan's pre-existing condition requirement, considering time insured under both policies, any benefit payable will be the lesser of:
    - the benefit payable under the Policy; or

- the benefit payable under the Prior Policy had it remained in force.
- if you cannot satisfy the Pre-Existing Condition requirement or if the pre-existing condition requirement under the Prior Policy would apply, no benefit will be paid.



## 11. GENERAL PROVISIONS

### ALTERATION

#### Who can alter the Policy?

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

### ASSIGNMENT

#### Can benefits be assigned?

You cannot assign any interest in the Policy unless we agree in writing to such an assignment. We have the right to determine the extent to which any assignment will be honored and the priority of such assignment. We do not assume any responsibility for the validity or sufficiency of any assignment. Any payments made under such assignment after consented to by us will discharge our liabilities under the Policy, to the extent of such payments.

### CLERICAL ERROR

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

Clerical errors in connection with 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 result in an employee:

- not enrolling for insurance within required time limits;
- failing to request increased amounts of insurance within required time limits;
- failing to provide any required Evidence of Insurability; or
- failing to exercise any available continuation, conversion, 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 of the Policy will be automatically amended to meet the minimum requirements of the law and to reflect updated statutory references.

### DISCHARGE OF OUR RESPONSIBILITY

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

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

### EXAMINATION

#### What are our examination rights?

We, at our own expense, have the right to have any person, whose Disability is the basis of a claim:

- examined by a Physician, other health professional or vocational expert of our choice; and/or

- interviewed by an authorized representative.

This right may be used as often as reasonably required.

## **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 insurance but submitted more than two years after the effective date of your insurance, we cannot contest the validity of any statement made by you relating to Evidence of Insurability for an initial, increased, reinstated or additional amount of insurance after such initial, increased, or additional amount of 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.

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 of claim 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 not accurate:

- a fair adjustment of premium will be made, subject to the "Limit of Premium Refunds" section; and
- the true 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.

## **NOTICE**

### **How are required notices provided?**

Any obligation we may have to give written notice will be satisfied by sending such notice to the last known address of the person or institution entitled to such notice.

## **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 all Policy requirements must be satisfied.

## **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 a copy of your written application for insurance is or has been given to you or to your Eligible Survivors, if any, or your estate representative.

# SUN LIFE ASSURANCE COMPANY OF CANADA

**Group Disability Income Insurance Certificate**

