

**Employee Group Benefits**  
UNDERWRITTEN BY  
**SUN LIFE ASSURANCE COMPANY OF CANADA**

South Lyon Community Schools

**All Eligible Grant Preschool & Teamsters NuFood  
NuMaint Union Employees**

**GROUP POLICY NUMBER - 211224-001**  
**BOOKLET EFFECTIVE DATE - October 1, 2009**  
**BOOKLET AMENDMENT DATE - November 4, 2013**

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## BENEFIT HIGHLIGHTS

### LONG TERM DISABILITY INCOME INSURANCE

#### ELIGIBLE CLASSES

All Full-Time United States Grant Preschool & Teamsters Union Employees working in the United States scheduled to work at least 20 hours per week, excluding Administrative Employees, Superintendents and MESPA Employees.

#### AMOUNT OF INSURANCE

50% (Benefit Percentage) of your Total Monthly Earnings, not to exceed the Maximum Monthly Benefit, less Other Income Benefits.

- the **Maximum Monthly Benefit** is: \$1,000.

Note: your amount of insurance is also subject to reductions for your employment earnings.

The **Minimum Monthly Benefit** is \$100.

#### Elimination Period

(The period of time you need to be continuously Totally or Partially Disabled before LTD benefits are payable)

90 days

#### Maximum Benefit Period

(The longest period of time Sun Life will pay you an LTD benefit while you are Totally or Partially Disabled)

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

#### Age at Disability

#### Maximum Benefit Period

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

## **BENEFIT HIGHLIGHTS**

### **WAITING PERIOD**

(The period of time you must be employed in an Eligible Class before you can apply for benefits)

Until the first of the month following date of employment

### **CONTRIBUTIONS**

The cost of your Employee Life, Employee Accidental Death and Dismemberment and Long Term Disability Income Insurance is paid for entirely by your Employer. This is your non-contributory insurance.

The following Questions and Answers will help you to better understand your benefits.

Please read them carefully and refer any questions to your Employer or call the Sun Life Group Customer Service Center toll free at 1-800-247-6875.

## TERMINATION OF EMPLOYEE INSURANCE

### When does my insurance cease?

Your insurance ceases on the earliest of:

- the date the Group Policy terminates.
- the date you are no longer in an Eligible Class.
- the date your class is no longer included for insurance.
- the last day for which any required premium has been paid for your insurance.
- the date you retire.
- the date you request in writing to terminate your insurance.
- the date you enter active duty in any armed service during a time of war (declared or undeclared).
- the date your employment terminates.
- the date you cease to be Actively at Work.

### Are there any conditions under which my insurance can continue?

Yes.

Your insurance will continue during any Elimination Period or any period the premium for your insurance is waived under the Group Policy.

If you are on temporary layoff, leave of absence or vacation, your Employer may continue your insurance by paying the required premium for the length of time specified below.

Layoff - up to 1 month.

Leave of Absence – up to 1 month

School Recess - up to 3 months.

Vacation – up to 3 months

If you are absent from work due to an injury or sickness, your Employer may continue your Life and Accidental Death and Dismemberment insurance, by paying the required premium, for up to 12 months.

If you are "Totally Disabled" you may be eligible for a longer continuation of Life Insurance. Refer to "What is the Waiver of Premium Provision" in the Life Benefit Section. Please note you need to apply for continued benefits under the Waiver of Premium Provision within 12 months after you cease to be Actively at Work.

If your coverage terminates and you are not eligible for any of the described continuations, you may be eligible for a Conversion Privilege. Refer to the "Conversion Privilege" in the Life Benefit section. Please note that you need to apply for the conversion and pay the required premium within 31 days following your termination of insurance.

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

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.

**BENEFIT PROVISIONS**  
**EMPLOYEE LIFE INSURANCE**

**What is the Accelerated Benefit?**

If Sun Life receives satisfactory proof that you are Totally and Permanently Disabled, part of your Life Insurance may be payable to you while you are still living.

**THIS BOOKLET-CERTIFICATE PROVIDES AN ACCELERATED PAYMENT OF LIFE INSURANCE PROCEEDS. IT IS NOT INTENDED OR DESIGNED TO PROVIDE HEALTH, NURSING HOME OR LONG TERM CARE INSURANCE.**

**When am I eligible for an Accelerated Benefit?**

(Applicable if you were hired on or before October 1, 2009)

You are eligible if:

- you were Actively at Work on October 1, 2009 and have been insured for Life Insurance for at least 60 days. (This includes any period of time you were insured under the prior insurer's group life policy); and

(Applicable if you were hired after October 1, 2009)

You are eligible if:

- you have been insured for Life Insurance for at least 60 days; and

(Applicable to All Employees)

- you are certified as Totally and Permanently Disabled with a life expectancy of 12 months or less; and
- you are insured for at least \$20,000 of Life Insurance.

**How do I receive an Accelerated Benefit?**

You need to submit a written request to Sun Life.

If you have assigned your Life Insurance, named an irrevocable Beneficiary or have a former spouse named as Beneficiary as part of a divorce decree, you must have a signed agreement from those parties.

**What is the amount of Accelerated Benefit?**

You can request up to 75% of the amount of your Life Insurance currently in force. The maximum amount you can request is \$500,000. The minimum amount you may request is \$10,000.

If you have received an Accelerated Benefit under the prior insurer's group life policy, you can request up to 75% of your Life Insurance currently in force reduced by the amount of the Accelerated Benefit you have previously received.

**How is the Accelerated Benefit paid?**

The Accelerated Benefit is paid in a single lump sum amount.

**Can I receive more than one Accelerated Benefit?**

You may request the Accelerated Benefit only once under Sun Life's Group Policy.

## **BENEFIT PROVISIONS**

### **EMPLOYEE LIFE INSURANCE**

If your amount of Life Insurance ceased or reduced for the reasons stated in #2 "When can I convert my Life Insurance?", you can convert up to the lesser of:

- \$2,000; or
- the amount that ceased or reduced less any amount of group life insurance you may become eligible for within 31 days after your Life Insurance ceased or reduced.

#### **How do I convert my Life Insurance?**

You convert by applying to Sun Life for an individual policy along with sending payment of the first premium within 31 days after any part of your Life Insurance ceases or reduces. This is your 31 day conversion period. However, if you are not notified by your Employer of this conversion privilege, you will have an additional 15 days to exercise this conversion privilege. In no event will this conversion privilege be extended beyond 30 days following your 31 day conversion period.

#### **What type of individual policy is available?**

You can convert to any plan of permanent life insurance available by Sun Life for conversion. The individual policy will not include any additional benefits such as disability benefits or accidental death and dismemberment benefits.

You do not have to submit Evidence of Insurability to convert to an individual policy.

#### **When does my individual policy start?**

If your application for the individual policy is received and the first premium is paid when due, your individual policy starts on the day after the 31 day conversion period.

#### **What happens if I die during the 31 day conversion period?**

If Sun Life receives Notice and Proof of Claim, a death benefit is payable to your Beneficiary, whether or not you had applied for an individual policy or had paid the first premium.

The death benefit is the amount of Life Insurance you would have been eligible to convert.

**BENEFIT PROVISIONS**

**EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

**What is the Accidental Death and Dismemberment Benefit?**

If Sun Life receives written Notice and Proof of Claim that you:

- died from an accidental drowning while insured; or
  - sustained an Accidental Bodily Injury while insured, which results in loss of life, sight or limb within 365 days of the date of that Accidental Bodily Injury; or
  - sustained a loss of life, sight or limb within 365 days due to an accidental exposure to the elements while insured;
- an Accidental Death and Dismemberment benefit may be payable to you or to your Beneficiary.

The benefit is a percentage of the amount of Accidental Death and Dismemberment Insurance in force for your class shown in the Benefit Highlights on the date of the Accidental Bodily Injury. The following is a list of percentages payable for the applicable loss.

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

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

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

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

**What is the Business Travel Benefit?**

If your loss of life occurs while traveling on business for your Employer an additional Business Travel Benefit will be payable.

The Business Travel Benefit is the lesser of:

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

## BENEFIT PROVISIONS

### EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

#### **What happens if I Disappear?**

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

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

#### **What is the Bereavement Counseling Benefit?**

A Bereavement Counseling Benefit is payable for up to 12 months of an Immediate Family Member's period of bereavement if you die and an Accidental Death Benefit is payable under the Group Policy.

Immediate Family Member means you, your spouse or your child under age 19 or age 23 if a full-time student

#### **What expenses are reimbursed under the Bereavement Counseling Benefit?**

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

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

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

#### **What is the Dependent Education Benefit?**

If you die and an Accidental Death Benefit is payable under the Group Policy, your Dependent may be eligible for a Dependent Education Benefit.

#### **What is the Education Benefit for my Dependent Child?**

A Dependent Child is eligible for an Education Benefit if the Dependent Child enrolls as a full-time student at a post-secondary school before reaching age 23 and within 1 year after your date of death.

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

- Incurred Expenses; or
- \$2,500; or
- 5% of your amount of Accidental Death Benefit payable.

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

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

## BENEFIT PROVISIONS

### EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

#### What happens when my Employer transfers Insurance Carriers to Sun Life?

In order to prevent losing your insurance, Sun Life will provide the following coverage.

If you are not Actively at Work on October 1, 2009 you will be insured if:

1. you were insured under the prior insurer's group AD&D policy at the time of transfer; and
2. you are a member of an Eligible Class; and
3. premiums for you are paid up to date; and
4. you are not receiving or eligible to receive benefits under the prior insurer's group AD&D policy.

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

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

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

## BENEFIT PROVISIONS

### LONG TERM DISABILITY INCOME INSURANCE

After Total or Partial Disability LTD benefits combined have been paid to you for 36 months, you will continue to qualify for this benefit if you are unable to perform with reasonable continuity any Gainful Occupation for which you are or become reasonably qualified for by education, training or experience and you have Disability Earnings of less than 50% of your Indexed Total Monthly Earnings.

#### How is the Partial Disability Benefit calculated?

To determine your Partial Disability Benefit for the first 12 months of your Partial Disability:

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

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

If you continue to be Partially Disabled after 12 months of Partial Disability Benefits, your Partial Disability Benefit will be recalculated based on the following formula:

(A divided by B) multiplied by C

where:

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

B = your Indexed Total Monthly Earnings.

C = your Total Disability Benefit.

#### What are Other Income Benefits?

Other Income Benefits are those benefits provided or available to you while your monthly LTD benefit is payable. These Other Income Benefits, other than retirement benefits, must be provided to you as a result of the same Total or Partial Disability payable under the Group Policy. Other Income Benefits include:

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

## BENEFIT PROVISIONS

### LONG TERM DISABILITY INCOME INSURANCE

#### **Are any of my Other Income Benefits estimated?**

Sun Life has the right to estimate the amount of any Other Income Benefits you are eligible to receive during your Total or Partial Disability, and to reduce the LTD benefit payments by the estimated amount. Sun Life will estimate the amount if, at the time of calculating any LTD benefit payments, the Other Income Benefit you may be eligible to receive has not been awarded nor denied, or if the Other Income Benefit has been denied and is being appealed. This estimate will be used to reduce the amount of your monthly LTD benefit payments until the Other Income Benefit has been awarded or denied. However, the estimate will not be used if you meet the following conditions:

- you have applied for the Other Income Benefits; and
- you agree to appeal any denials of Other Income Benefits to all administrative levels Sun Life deems 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 Sun Life in writing, within 31 days of receipt of notice, of the amount of Other Income Benefits when it is approved or if the amount is adjusted (other than for cost of living increases). Sun Life will make an adjustment to the Net Monthly Benefit when Sun Life receives written notice of the amount of the Other Income Benefit.

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

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

#### **What happens if I receive increases in my Other Income Benefits?**

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

#### **When does my monthly LTD benefit cease?**

Your monthly LTD benefit will cease on the earliest of:

- the date you are no longer Totally or Partially Disabled.
- the date you die.
- the end of your Maximum Benefit Period.
- the date you do not provide adequate employment earnings information or proof that you continue to be Totally or Partially Disabled as requested.
- the date you refuse to complete a rehabilitative assessment, or the date you cease to participate in the Sun Life approved Rehabilitation Program without Good Cause.
- during the first 36 months of Partial Disability, the date your Disability Earnings are more than 80% of your Indexed Total Monthly Earnings.

## BENEFIT PROVISIONS

### LONG TERM DISABILITY INCOME INSURANCE

Eligibility for vocational Rehabilitation Services is based on your education, training, experience and physical/mental capabilities. Sun Life determines whether you are eligible for vocational Rehabilitation Services.

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

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

#### **What happens if I participate in a Rehabilitation Program?**

If you participate in a Sun Life approved Rehabilitation Program, you will receive the greater of:

- your Benefit Percentage (as shown in the Benefit Highlights) multiplied by 1.10; or
- your current Net Monthly Benefit payable multiplied by 1.10.

To calculate the increased benefit:

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

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

This increased amount will cease on the earliest of:

- the date you complete the Rehabilitation Program; or
- the date you cease to participate in the Rehabilitation Program without Good Cause; or
- the date your LTD benefits cease; or
- 12 months after your Rehabilitation Program began.

#### **What happens if I refuse Rehabilitation Services?**

If you refuse to participate in your rehabilitation efforts or you refuse to participate or cease to participate in a Rehabilitation Program without Good Cause, your LTD benefits will cease.

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

#### **What happens to my LTD benefit if I die?**

A Survivor Benefit equal to 3 times your last Gross Monthly Benefit is payable in a lump sum to your Eligible Survivor if Sun Life receives satisfactory proof that you died:

- after your Total or Partial Disability had continued for 180 or more consecutive days; and
- you were eligible to receive a monthly LTD benefit.

If you do not have an Eligible Survivor, the Survivor Benefit will be payable to your estate.

#### **Who are my Eligible Survivors?**

Your spouse, if living, or your children under age 25.

## BENEFIT PROVISIONS

### LONG TERM DISABILITY INCOME INSURANCE

Benefits after the first 24 months are only payable if you are confined in a Hospital or Institution.

- any period of your Total or Partial Disability that is due to Musculoskeletal and Connective Tissue Illness, unless you are under the continuing care of a Physician providing appropriate treatment and regular examination and testing in accordance with your disabling condition.

After you complete your Elimination Period, LTD benefits are payable for 24 months.

Benefits after the first 24 months are only payable if you are confined in a Hospital or Institution.

#### What are the Exclusions?

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

- intentionally self-inflicted injuries.
- war, declared or undeclared, or any act of war.
- 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 intoxicated.

**Intoxicated** means the minimum blood alcohol level required to be considered operating an automobile under the influence of alcohol in the jurisdiction where the accident occurred. For the purposes of this Exclusion, "Motorized Vehicle" includes, but is not limited to, automobiles, motorcycles, boats and snowmobiles.

- a Pre-Existing Condition.

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

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

#### Pre-Existing Condition Exclusion Exception

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

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

## CLAIM PROVISIONS

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

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

### **When does written Notice of Claim have to be submitted?**

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

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

**for Accidental Dismemberment** - written notice of claim must be given to Sun Life no later than 12 months after the date of your loss.

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

**for all other claims** - written notice of claim must be given to Sun Life no later than 12 months after the date of loss or within 12 months after the date the expense was incurred.

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

When Sun Life has received written notice of claim, Sun Life will send the forms for proof of claim. If the forms are not received within 15 days after written notice of claim is sent, proof of claim may be sent to Sun Life without waiting to receive the proof of claim forms.

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

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

**for Life Waiver of Premium** - proof of claim must be given to Sun Life no later than 15 months after you cease to be Actively at Work.

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

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

**for all other claims** - proof of claim must be given to Sun Life no later than 15 months after the date of loss or within 15 months after the date the expense was incurred.

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

## CLAIM PROVISIONS

7. 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
8. 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 I 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.

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

If a period of time is extended because you failed to provide information necessary to decide your claim, the period for making the decision on review is tolled from the date Sun Life sends 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 my claim is denied on review?**

If Sun Life denies all or any part of your claim on review, you will receive a written notice of denial setting forth:

1. the specific reason or reasons for the denial;
2. the specific Group Policy provisions on which the denial is based;
3. your right to receive, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits;
4. your right to bring a civil action under ERISA, §502(a);
5. 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;
6. 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
7. 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.

### **Who are benefits payable to?**

Benefits, other than Survivor Benefits, payable upon your death are payable to your Beneficiary living at the time (other than your Employer). You must name your Beneficiary on a form acceptable to Sun Life. Unless you otherwise specify, if more than one Beneficiary survives you, all surviving Beneficiaries will share equally. If no Beneficiary is alive on the date of your death, payment will be made to your estate.

If you named Beneficiaries under your Employer's Plan prior to the effective date of the Group Policy, that beneficiary designation will remain in effect unless you elect to change Beneficiaries.

Survivor Benefits are payable to your Eligible Survivor as defined in the Long Term Disability Income Benefit Provision.

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

## GENERAL PROVISIONS

### **How can statements made in any application for insurance be used?**

All statements made in any application are considered representations and not warranties. No representation by you in applying for insurance under the Group 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 Beneficiary, if any.

No statement made by you relating to Evidence of Insurability for an initial, increased or additional amount of insurance, will be used in contesting the validity of that insurance, after such initial, increased or additional amount of insurance has been in force for a period of two years during that individual's lifetime. This statement must be contained in a form signed by that individual.

### **What happens if facts are misstated?**

If relevant facts about you are not accurate:

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

If the amount of benefit depends on your age, the benefit will be the amount you would have been entitled to if your correct age were known.

### **What are Sun Life's examination and autopsy rights?**

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

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

This right may be used as often as reasonably required.

Sun Life has the right, in the case of death, to request an autopsy.

### **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 6 years after the time Proof of Claim is required.

### **Do these group benefits affect Workers' Compensation?**

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

### **Can the Policyholder act as a Sun Life agent?**

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

## DEFINITIONS

**Sickness** means illness, disease or pregnancy. A disability, because of Sickness, must begin while you are insured under the Group Policy.

**Waiting Period** means the length of time immediately before your Eligibility Date during which you must be employed in an Eligible Class. Any period of time before the Group Policy Effective Date that you were Actively at Work for your Employer as a full-time Employee will count towards completion of your Waiting Period. The Waiting Period is shown in the Benefit Highlights.

## DEFINITIONS

**These are Accidental Death and Dismemberment Insurance terms you need to know.**

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

## DEFINITIONS

the U.S. Department of Labor. Sun Life reserves the right to use some other similar measurement if the Department of Labor changes or stops publishing the Consumer Price Index.

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

**Maximum Monthly Benefit** means the largest amount payable monthly to you. The Maximum Monthly Benefit is shown in the Benefit Highlights.

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

**Musculoskeletal and Connective Tissue Illness** means a disease or disorder of the neck and back and sprains and strains of joints and adjacent tissues, including but not limited to:

- a) cervical, thoracic and lumbosacral back and its surrounding soft tissue
- b) Carpal Tunnel or repetitive motion syndrome
- c) Fibromyalgia
- d) Temporomandibular joint or craniomandibular joint disorder
- e) Myofascial pain
- f) Scoliosis that does not require surgery

Musculoskeletal and Connective Tissue Illness does not include:

- a) Herniated, ruptured or bulging discs with neurological abnormalities that are documented by electromyogram, and computerized tomography or magnetic resonance imaging
- b) Scoliosis that requires surgery
- c) Tumors, malignancies, or vascular malformation
- d) Radiculopathies that are documented by electromyogram
- e) Spondylolisthesis, grade II or higher
- f) Myelopathies and myelitis
- g) Demyelinating diseases
- h) Traumatic spinal cord necrosis
- i) Osteopathies
- j) Rheumatoid or psoriatic arthritis
- k) Lupus

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

**Partial Disability or Partially Disabled** means, during the Elimination Period and the next 36 months, you, because of your Injury or Sickness, are unable to perform the Material and Substantial Duties of your Own Occupation and you have Disability Earnings of less than 80% of your Indexed Total Monthly Earnings. After Total or Partial Disability benefits combined have been paid to you for 36 months, you will continue to be Partially Disabled if you are unable to perform with reasonable continuity any Gainful Occupation for which you are or become reasonably qualified for by education, training or experience, and you have Disability Earnings of less than 50% of your Indexed Total Monthly Earnings.

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

## SUN LIFE ASSURANCE COMPANY OF CANADA

### PORTABILITY RIDER

Effective October 1, 2009, the following provision is added to Group Certificate No. 21 1224-001 Life Insurance Benefit Provision

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

If, prior to age 70, your Life Insurance ceases because you terminate employment, you may apply for portable coverage, during the 31 day conversion period, instead of converting to an individual policy.

#### **How does this differ from the Conversion Privilege?**

Portable coverage is group term life insurance. This benefit may be continued only to age 70. At the end of that time, you may convert the coverage then in force to an individual permanent life policy under a Conversion Privilege.

#### **Are there reasons I would not be able to port my Life coverage?**

Yes. You may not port your coverage if:

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

#### **What amounts of insurance are portable?**

You may apply for portable coverage up to the amount of Life Insurance that ceased, to a maximum of \$500,000. If you port your Life Insurance, you may also port any AD&D Insurance that ceased due to your termination of employment.

#### **When does my portable coverage start?**

If your application is approved and the first premium is paid when due, your coverage will start on the day after the 31 day conversion period. If your application is declined, you will be given a 31 day period to apply for an individual permanent life policy under the conversion privilege.

#### **How do I apply for portable coverage?**

You must complete an application for portable coverage, and send it, with payment of the first premium, to Sun Life within 31 days of the date your Life Insurance ceases.

The application contains a table to calculate the applicable premium, based on your age and the amount of coverage elected.

The application is available from your Employer.

#### **When does my portable coverage cease?**

Your portable coverage ceases on the earliest of:

- the date you reach age 70; or
- the date you do not submit premium to Sun Life for your portability coverage; or
- the date the portable group insurance policy ceases.

## SUN LIFE ASSURANCE COMPANY OF CANADA

### RETRO DISABILITY BENEFIT

Effective October 1, 2009, the following Retro Disability Benefit is added to Group Certificate No. 211224-001 Long Term Disability Income Benefit Provision

#### **What is a Retro Disability Benefit?**

If you are receiving a Total Disability Benefit, an additional Retro Disability Benefit may be payable if Sun Life receives proof that you had a Retro Disability that was due to the same Injury or Sickness that caused your Total Disability.

#### **What is the amount of the Retro Disability Benefit?**

The Retro Disability Benefit is your Gross Monthly Benefit multiplied by the number of months (each 30 days) in your Elimination Period. This amount is not subject to reduction due to Other Income.

#### **When is the Retro Disability Benefit Paid?**

If Sun Life receives proof within 90 days following completion of your Elimination Period of your Retro Disability, the Retro Disability Benefit will be paid immediately to you in a single lump sum amount.

Any Long Term Disability Benefits payable after completion of your Elimination Period will be subject to the terms of the Group Policy including reductions by any Other Income.

#### **Definitions**

**Retro Disability** means an Injury or Sickness that results in:

1. Hospital Confinement that begins on the date you become Totally Disabled or within 48 hours of the date your Total Disability begins; and
2. such Hospital Confinement continues for at least 14 consecutive days; and
3. your Total Disability remains continuous throughout your Elimination Period.

**Hospital Confinement** means admission to a Hospital as a registered inpatient due to an Injury or Sickness. The confinement must be on the advice of a Physician and medically necessary according to generally accepted medical standards. Confinement to an emergency room, outpatient treatment room, or observation unit is not considered a Hospital Confinement.

**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 place of convalescence, rehabilitative care, custodial care or a place primarily for the treatment of drug addicts or alcoholics.

SUN LIFE ASSURANCE COMPANY OF CANADA



Dean A. Connor  
President and Chief Executive Officer