

SUN LIFE AND HEALTH INSURANCE COMPANY (U.S.) certifies that it has issued and delivered a Group Insurance Policy to the Policyholder shown below.

**POLICYHOLDER: HOOSIER SCHOOL BENEFIT TRUST - FRANKLIN**

EFFECTIVE DATE: FEBRUARY 1, 2007

ACCOUNT NUMBER: 100-3733-05

GROUP POLICY NO.: 100-3733

STATE OF ISSUE: INDIANA

**Questions Regarding your policy or coverage should be directed to:**

**Sun Life and Health Insurance Company (U.S.)**

**1 (800) 451-2513**

If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance  
Consumer Services Division  
311 West Washington Street, Suite 300  
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaints can be filed electronically at [www.in.gov/idoi](http://www.in.gov/idoi).

**The benefits paid under the Accelerated Benefit option may be taxable, and may affect eligibility for government benefits. You should consult your personal tax advisor regarding possible tax consequences.**

This Certificate cancels and replaces any prior Certificate issued to you that describes any coverage shown in this Certificate.

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

This Group Certificate is governed by the laws of the State of Issue shown above, which is the state of issue of the group policy.



President

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## PART 1: INSURANCE SCHEDULE

**Employee:**

EACH FULL-TIME EMPLOYEE REGULARLY WORKING 20 HOURS OR MORE PER WEEK.

**Date of Eligibility (Waiting Period):**

THIRTY DAYS FOLLOWING THE DATE OF HIRE

### EMPLOYEE LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE

Classification of Employee	Amount of Life Insurance	Principal Sum of AD&D Insurance
ADMINISTRATOR	\$100,000	\$100,000

The amount payable is the lesser of the amount shown above or the amount requested by the Employee in writing.

**Age Reduction(s)**

Regardless of the schedule shown above, the following rule(s) will apply:

When you attain age 70, the Amount of Life Insurance and the Principal Sum of Accidental Death and Dismemberment Insurance will each be reduced by 65%, rounded to the next higher \$25.00 if not already a multiple of \$25.00.

When you attain age 75, the reduced Amount of Life Insurance and the Principal Sum of Accidental Death and Dismemberment Insurance in force before you attained age 70 will each be reduced by 45%, rounded to the next higher \$25.00 if not already a multiple of \$25.00.

When you attain age 80, the reduced Amount of Life Insurance and the Principal Sum of Accidental Death and Dismemberment Insurance in force before you attained age 70 will each be reduced by 30%, rounded to the next higher \$25.00 if not already a multiple of \$25.00.

If you have attained the ages specified above prior to becoming insured under the policy, these reductions will be applied to determine the Amount of Life Insurance and the Principal Sum of Accidental Death and Dismemberment Insurance on the effective date of your insurance.

The amounts of insurance provided under any continuance of insurance provisions will be subject to the reduction(s) above.

## **PART 2: DEFINITIONS**

### **Actively At Work**

You are actively at work on any day if on that day you are:

1. Working at the Employer's usual place of business or at such place or places that the Employer's normal course of business may require;
2. Performing all of the duties of your job on a full-time basis; and
3. Not confined in any institution providing care or treatment of physical or mental infirmities.

### **Activities of Daily Living**

Activities of Daily Living means:

1. Bathing - the ability to clean yourself without aid or assistant devices;
2. Dressing - the ability to put on, remove, and secure appropriate clothing and medically necessary prosthetic devices without aid or assistant devices;
3. Toileting - the ability to access the toilet and perform the functions associated with personal hygiene in that regard without aid or assistant devices;
4. Transferring - the ability to move yourself from bed to chair without aid or assistant devices;
5. Continence - the ability to maintain control of your bowel and/or bladder function, or in the absence thereof, to maintain personal hygiene; and
6. Eating - the ability to obtain nutrition.

### **Basic Annual Earnings**

Your regular annual rate of pay from the Employer. It does not include overtime pay, bonus pay, or any other special compensation.

### **Child**

The term "Child":

1. Means a child who is either:
  - a) under 24 years of age; or
  - b) a Full-time Student and under 25 years of age; and
2. Is limited to a child who is at least 15 days of age who is:
  - a) your natural child;
  - b) your legally adopted child or child placed with you pending adoption from the earlier of:
    - i) the date of placement for the purpose of adoption; or
    - ii) the date of the entry of an order granting the adoptive parent custody of the child for the purposes of adoption;
  - c) your stepchild, foster child, grandchild, blood relative or child under legal custody provisions who is financially dependent on you for 50% or more of their total support.
3. Is subject to this restriction: No Child will be considered as a Dependent of more than one insured Employee.

## Eligible Employee

Someone who under the terms of the policy:

1. Meets the requirements in the definition of Employee;
2. Completes the waiting period (described in the "Date of Eligibility" section); and
3. Is working within the United States. An employee who is working on a temporary assignment outside the United States for a period of 12 months or less will be deemed to be working within the United States. An employee working outside the United States on other than a temporary assignment will not be considered an Eligible Employee unless approved by us in writing.

## Employee

Someone who meets the following requirements:

1. Is an employee of the Employer, as stated in PART 1: Insurance Schedule;
2. Regularly works at least 20 hours per week at the Employer's usual place of business or at such place or places that the Employer's normal course of business may require, unless otherwise stated in PART 1: Insurance Schedule;
3. Is paid for such work in accordance with applicable Wage and Hour Laws; and
4. Is in a classification eligible for insurance as shown in the Employer's Plan of Insurance or as noted in the Insurance Schedule, if applicable.

## Employer (Eligible Employer)

The Policyholder shown on the first page.

## Evidence of Insurability

Any medical or other information, including a health statement, that we may require and that is satisfactory to us in order to determine if you are:

1. Eligible to become insured under the policy; or
2. Eligible for any increases in insurance.

## Proof

Any information that is:

1. Required by us under the terms of the policy; and
2. Satisfactory to us.

## Proof of Qualifying Event

A licensed physician, who is not yourself or a member of your family, must provide us with satisfactory written evidence of the occurrence of a Qualifying Event.

## Qualifying Event

A qualifying event means either:

1. A terminal illness that is expected to result in the Employee's death within six months based on evidence satisfactory to us; or
2. You are unable to perform two or more Activities of Daily Living, without substantial assistance from another person, for a period of at least 90 days and you were able to perform the same Activities of Daily Living on the effective date of your coverage under this policy.

## Total Disability and Totally Disabled

You, the Employee, are considered by us to be Totally Disabled if an injury or sickness prevents you from performing all the main duties of any occupation that you are or become qualified for by education, training or experience.

**We (we, us, Our, our)**

Sun Life and Health Insurance Company (U.S.)

**You (you, Your, your)**

The Employee.

## **PART 3: EMPLOYEE INSURANCE**

### **Date of Eligibility (Waiting Period)**

You will be eligible for insurance on the date you complete the number of consecutive days or months of full-time continuous active service shown in the Waiting Period in the Insurance Schedule.

"Full-time continuous active service" means that you satisfy the Actively At Work definition at all times during said Waiting Period except that minor interruptions for a total period of not more than five days in the aggregate during such Waiting Period will be disregarded. If you were on an approved leave of absence granted in accordance with a State Family Leave Law or the Federal Family and Medical Leave Act (FMLA), you will be considered Actively At Work for the purpose of this provision, provided you were insured under the Employer's prior plan during this leave and continuation of coverage during this leave is based upon a uniform policy of the Employer and not individual selection.

### **Conditions of Insurability**

To become insured or insured again under the policy, you must:

1. Satisfy the Waiting Period shown in the Insurance Schedule;
2. Submit any Evidence of Insurability we may require; and
3. Complete and submit one of our enrollment cards or, if applicable, one of the enrollment cards that we and the Policyholder have agreed to use in place of our enrollment cards, and agree to make any required contribution toward the cost of the insurance. If you submit this card more than 31 days after you become an Eligible Employee, we may require that you submit, at your own expense, Evidence of Insurability.

### **Effective Date of Insurance**

Once you have met the Conditions of Insurability, you will be insured under the policy on the latest of:

1. The date you become eligible;
2. The date we approve any Evidence of Insurability we require; or
3. The date shown in our approval of your request for insurance.

You must, however, be Actively At Work on that date. Otherwise, you will be insured on the date you are again Actively At Work.

If you are not Actively At Work on such date solely because such date was not a regularly scheduled working day, you will be deemed Actively At Work on that date.

## **Increases in Insurance**

If for any reason there is an increase in the amount of insurance or benefits for which you are eligible, whether due to a change of earnings, classification or otherwise, you will be insured for such increased amount or benefits on the later of:

1. The date of the increase; or
2. The date we approve any required Evidence of Insurability. If an increase in earnings causes the amount of insurance for which you are eligible to exceed the limit shown in the Insurance Schedule for amounts available without Evidence of Insurability but the amount in excess is less than \$5,000, we will not require satisfactory Evidence of Insurability.

You must, however, be Actively At Work on that date. Otherwise, you will be insured for such increased amount or benefits on the date you are again Actively At Work.

If you are not Actively At Work on such date solely because such date was not a regularly scheduled working day, you will be deemed Actively At Work on that date.

## **Decreases in Insurance**

If there is a decrease in the amount of insurance or benefits for which you are eligible, you will be insured for such decreased amount or benefits on the date of the decrease.



## **PART 4: LIFE INSURANCE PROVISIONS**

### **Death Benefit**

If we receive Proof that you died while your Life Insurance under the policy was in force, we will pay a death benefit. Subject to all the terms of the policy, the death benefit will be the amount of Life Insurance payable under the terms of the Insurance Schedule. We will pay this benefit in the manner described in the "Determining The Beneficiary" section of THE BENEFICIARY AND PAYMENT OPTIONS.

### **Amount of Insurance We Will Continue**

The amount of Life Insurance that we will continue in force under the Extended Benefit or Termination Provisions (item 1 only) will be the amount for which you were insured on the last day you were Actively At Work.

Such amount is subject to any reductions as set forth in the "Age Reduction" section of INSURANCE SCHEDULE and any reductions as set forth in the "Decreases in Insurance" section of EMPLOYEE INSURANCE. In no event will such amount increase for any reason.

## **PART 5: EXTENDED LIFE INSURANCE BENEFIT**

### **Extended Benefit**

Subject to the "Termination of Extension" section, if you are Totally Disabled on the date your insurance terminates, we will extend your Life Insurance coverage without payment of further premiums while you are Totally Disabled if:

1. You become Totally Disabled:
  - a) while you are insured under the policy;
  - b) before you reach age "60, and
  - c) before the effective date of your retirement;
2. You give us initial Proof that meets these requirements:
  - a) it shows that your Total Disability has lasted without interruption for at least 9 months; and
  - b) you submit this Proof within 12 months after your Total Disability starts;
3. You submit further Proof that meets these requirements:
  - a) it shows that you are still Totally Disabled; and
  - b) we receive such Proof each year in the 3 months before the anniversary of the date that we approved your initial claim for this Extended Benefit; and
4. We approve and continue to approve your claim.

### **Physical Examination**

During the continuance of your Total Disability, we have the right to have a physician whom we choose examine you at any reasonable time or times, subject to any law or regulation applicable to the policy.

### **No Premium Refund**

No refund will be made of any premium that was paid:

1. During your Total Disability; and
2. Prior to our approval of your initial claim.

## Requirements Upon Death

If you die while you are covered under this extension, we must receive Proof within one year of your death that your Total Disability lasted without interruption from the last approved Proof of Total Disability until your death.

If you die before you are approved for coverage under this extension, we will consider your Life Insurance to have been extended if we receive Proof within one year of your death that:

1. Premium payments for your insurance stopped while you were Totally Disabled;
2. You died within one year after your Total Disability started;
3. Your Total Disability lasted without interruption until your death; and
4. You would have qualified for this extension except that either:
  - a) your Total Disability had not lasted for at least 9 months; or
  - b) we had not yet approved your initial Proof of Total Disability.

## Surrender of Individual Policy

Any amount payable under this provision will be reduced by the amount payable under any individual policy of life insurance you may have obtained through the use of the Conversion Privilege unless the individual policy is turned over to the insurer without claim. All the premiums paid for such policy, less any dividends, outstanding loans, and loan interest will be returned by the insurer who issued the policy.

## Termination of Extension

This extension will end on the earliest of:

1. The date you, the Employee, turn 70;
2. The date your Total Disability ends;
3. The date you fail to give us Proof of your Total Disability; or
4. The date you refuse to cooperate with us in submitting to an examination by a physician.

## Your Options When Extension Ends

When the extension ends, you may either:

1. Again become insured under the group policy, if you satisfy all the requirements under the policy; or
2. Apply for an individual policy as follows:
  - a) you must meet these requirements:
    - i) you cannot be eligible for Life Insurance under the group policy; and
    - ii) you must apply for an individual policy within the 31 days that follow the date on which this extension ends. You must so apply under the terms of the "Conversion Privilege" section of OPTIONS WHEN LIFE INSURANCE ENDS.
  - b) the amount of insurance you may convert will not exceed the amount for which you are covered on the date this extension ends.

## **PART 6: OPTIONS WHEN LIFE INSURANCE ENDS**

You may have two options available to you when your Life Insurance terminates, either to exercise the Conversion Privilege or to purchase Portable Life Insurance, subject to the following provisions.

### **I. Conversion Privilege**

Your Life Insurance under the policy may be converted, without Evidence of Insurability, to an individual policy that we make available if your insurance terminates or decreases as shown in items A, B or C below. Within 31 days after such termination or reduction, you must apply in writing for a conversion policy and pay the first premium. Your application and first premium will be forwarded to the insurance company that we have designated to issue individual policies in accordance with this provision.

- A. A conversion policy will be issued if your insurance terminates because:
  - 1. Your employment ends; or
  - 2. You cease to be in a class of Employees eligible for Life Insurance under the policy.
- B. A conversion policy will be issued if both the following conditions are met:
  - 1. Your insurance terminates because the group policy terminates:
    - a) for all Employees; or
    - b) for the class of Employees to which you belong; and
  - 2. You have been continuously insured under the policy for at least 5 years prior to the date of such termination.
- C. A conversion policy will be issued if your insurance decreases due to a reduction set forth in the Insurance Schedule.

### **Amount of Converted Insurance**

The amount of Life Insurance you may convert is as follows:

- 1. If your insurance terminates as shown in item A above, you may choose an amount of insurance equal to or less than the amount of your insurance under the group policy on the date your insurance terminates.
- 2. If your insurance terminates as shown in item B above, the amount of insurance you may convert will not exceed the smaller of:
  - a) \$10,000; or
  - b) the amount of your Life Insurance under the policy on the date your insurance terminates. We will reduce such amount by the amount of any life insurance that you are or become eligible for under any group policy within 31 days after such termination.
- 3. If your insurance decreases as shown in item C above, you may choose an amount of insurance equal to or less than the amount of the reduction under the policy on the date your insurance decreases.

## Terms of Conversion Policy

The terms of any conversion policy issued will be as follows:

1. You may request any policy of Life Insurance that the insurer standardly issues at the time such request is made, except a policy that provides:
  - a) term insurance (See item 6 below for exception.); or
  - b) disability, accidental death and dismemberment, or other supplementary benefits.
2. It will be issued to you at your attained age on the date of issue.
3. The premium will be based on the class of risk to which you then belong.
4. It will take effect at the end of 31 days after your insurance terminates.
5. When it takes effect, all other benefits under the group policy will cease. (See EXTENDED LIFE INSURANCE BENEFIT provisions for exceptions.)
6. At your option and subject to the terms of items 1 through 5 above, the conversion policy may be preceded by single premium term insurance for a period of not more than 1 year.

## Death within the Conversion Period

Claim may be made for a death benefit if you die during the 31 day period during which your insurance may be converted to an individual policy. (See section "Conversion Privilege".)

The terms of this benefit are as follows:

1. The amount of your Life Insurance that may be converted will be payable as a claim under the group policy. No Accidental Death and Dismemberment benefit, if any, will be paid under the terms of this section.
2. This benefit will apply whether or not you have:
  - a) applied for a conversion policy; or
  - b) paid the first premium.
3. If a conversion policy has been issued:
  - a) it must be given back to the insurer; and
  - b) no claim can be made under it other than for the return of premiums paid.

## Notice of Conversion Privilege

Written notice of the Conversion Privilege and its duration will be given to you at least 15 days before the end of the 31 day period following termination of coverage under the Group Policy. In the event notice is not given within such time, the time allowed for conversion will be extended to 15 days after the giving of such notice, but will not be extended beyond 60 days after the end of such 31 day period.

Full compliance with this provision for notice of Conversion Privilege will be satisfied by written notice:

1. Given to you by the Policyholder;
2. Mailed to you by the Policyholder to your last known address; or
3. Mailed to you by us to your last known address that is supplied to us by the Policyholder.

## II. Portable Life Insurance

You may elect to purchase Portable Life Insurance without Evidence of Insurability rather than to exercise the Conversion Privilege if:

1. Your insurance terminates because your employment ends.
2. The Policyholder's Group Life Insurance policy is still in force.

You must apply in writing and pay the first premium within 31 days after such termination. If you die within this 31-day application period, the provisions of the "Death within the Conversion Period" section above will apply.

### Amount of Portable Life Insurance

You may purchase an amount of Portable Life Insurance equal to the lesser of:

1. The amount of Life Insurance in force on the date you terminated employment; or
2. \$500,000.

### Terms of Portable Life Insurance

The terms of the Portable policy will be limited as follows:

1. The Portable policy does not contain an Extended Life Insurance Benefit nor the Accelerated Benefit (Living Benefit).
2. Portable Life insurance will terminate on the date you attain age 70.
3. The premium for the Portable policy will be based upon your attained age and will be billed directly to you.
4. It will take effect at the end of 31 days after your insurance terminates.
5. When it takes effect, all other benefits under the group policy will cease.

## PART 7: ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

### Accidental Death and Dismemberment Benefit

We will pay a benefit based on the amount shown in the Insurance Schedule if, while you are insured under the policy, you sustain bodily injuries:

1. That result directly from an accident and independently of all other causes;
2. That, within 365 days of the date of the accident, result in one of the losses listed below; and
3. That are not excluded in the "Restrictions" section below.

### Loss and Benefit Schedule

Loss	Benefit
For loss of life	The Principal Sum
For permanent loss of one hand by severance at or above the wrist joint	One-half the Principal Sum
For permanent loss of one foot by severance at or above the ankle joint	One-half the Principal Sum
For the loss of the sight of one eye entirely, irrecoverably, and uncorrectably	One-half the Principal Sum
For complete and permanent loss of movement of both upper and lower limbs (Quadriplegia)	One-half the Principal Sum
For complete and permanent loss of movement of both lower limbs (Paraplegia)	One-half the Principal Sum
For complete and permanent loss of movement of both upper and lower limbs on the same side of the body (Hemiplegia)	One-quarter the Principal Sum
For the loss of speech or hearing entirely, irrecoverably and uncorrectably	The Principal Sum
For two or more of the above losses in any one accident	The Principal Sum

We will not pay more than the Principal Sum, regardless of the number of losses in any one accident.



## Seat Belt Benefit

We will pay the Seat Belt Benefit in the amount of the lesser of \$25,000 or the Principal Sum of Accidental Death and Dismemberment Insurance shown in the INSURANCE SCHEDULE in addition to the Accidental Death and Dismemberment benefit if, while you are insured under the policy:

1. You die as a result of a Passenger Automobile accident for which an Accidental Death and Dismemberment Insurance benefit is payable; and
2. You were wearing a Seat Belt at the time of the accident as evidenced by a police accident report.

For the purposes of this Seat Belt Benefit, the following definitions apply:

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

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

## Restrictions

We will not pay a benefit for any loss that is caused, either directly or indirectly, or contributed to, by:

1. Physical or mental infirmity or disease.
2. Bacterial infection, unless the infection occurs simultaneously with and through an accidental cut or wound.
3. Suicide or an intentionally self-inflicted injury.
4. Participation in the commission of a felony.
5. War, declared or undeclared, or any act of war, or any resistance to armed invasion or aggression, or international police action with force of arms by any country or by the United Nations or any other assembly of nations.
6. Active participation in a riot.

The words "participation" and "riot" in the phrase "participation in a riot" will be defined as follows:

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 defense of the person of the insured, 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 firemen.

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.

7. Medical or surgical treatment.
8. The voluntary ingestion, injection, inhalation, or absorption of any drug, poison, gas or fumes, unless administered on and in accordance with the advice of a physician.
9. The operation of a motor vehicle while intoxicated. Intoxicated means you have a blood alcohol level at or above the legal limit in the jurisdiction in which the accident occurs.

## **Option When Accidental Death and Dismemberment Insurance Ends**

You may have an option available to you when your Accidental Death and Dismemberment Insurance terminates to purchase Portable Accidental Death and Dismemberment Insurance, subject to the following provisions.

### **Portable Accidental Death and Dismemberment Insurance**

You may elect to purchase Portable Accidental Death and Dismemberment Insurance without Evidence of Insurability if:

1. Your insurance terminates because your employment ends.
2. The Policyholder 's Group Accidental Death and Dismemberment Insurance policy is still in force.

You must apply in writing and pay the first premium within 31 days after such termination.

### **Amount of Portable Accidental Death and Dismemberment Insurance**

You may purchase an amount of Portable Accidental Death and Dismemberment Insurance equal to the amount of Accidental Death and Dismemberment Insurance in force on the date you terminated employment and the amount may not be increased.

### **Terms of Portable Policy**

The terms of the Portable policy will be limited as follows:

1. Portable Accidental Death and Dismemberment Insurance does not contain a Waiver of Premium provision, does not provide coverage for injuries arising out of or in the course of any work for pay or profit and will terminate on the date you attain age 65.
2. The premium for the Portable policy will be based upon your attained age and will be billed directly to you.
3. It will take effect at the end of 31 days after your insurance terminates.
4. When it takes effect, all other benefits under the group policy will cease.

### **Claim Payments**

Subject to all the policy provisions, we will pay all Accidental Death and Dismemberment benefits, for which we receive due written Proof of loss, as follows:

1. For loss of life, we will pay benefits to your beneficiary in accordance with the "Determining the Beneficiary" section;
2. For any other loss, we will pay benefits to you.

For exceptions to payment as described above, see the "Facility of Payment" section of GENERAL ACCIDENT AND SICKNESS INSURANCE PROVISIONS.

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE EDUCATION BENEFIT**

We will pay the Education Benefit on behalf of each Qualified Child if:

1. You die as a result of an accidental bodily injury for which an Accidental Death and Dismemberment Insurance benefit is payable;
2. Your death occurs within 365 days after the date of the event causing the accidental bodily injury; and
3. Your Qualified Child furnishes proof as required by us.

The Education Benefit is separate from the Accidental Death and Dismemberment Insurance payable due to your death and will be paid to each Qualified Child. If you are insured for both Basic Accidental Death and Dismemberment Insurance and Supplemental Accidental Death and Dismemberment Insurance under the Sun Life and Health Insurance Company (U.S.) Group Life Insurance plan of your Employer, we will only pay the Education Benefit under the terms of the Basic Accidental Death and Dismemberment Insurance. If a Qualified Child is a minor or is not competent, we have the right to pay the Education Benefit to the Qualified Child's legal representative.

The Education Benefit is payable as follows:

For each Qualified Child, the benefit amount per Academic Term following the date of your death is the lesser of:

1. 1 ¼% of the Principal Sum of Accidental Death and Dismemberment Insurance; or
2. \$2,500.

Each Qualified Child may receive up to 8 benefit payments per lifetime, subject to a maximum benefit of \$20,000.

Written notice that a Child meets the definition of a Qualified Child must be given to us within 60 days from the date of your death. Your Qualified Child must give proof of claim no later than 90 days after enrollment in an accredited post-secondary institution of higher learning. The proof must cover the date of enrollment, name of the institution, a list of all courses for the current Academic Term and the number of credit hours per Academic Term.

If it is not possible to give us notice or proof within these time limits, it must be given as soon as reasonably possible but may not be given more than three months later than otherwise required unless your Qualified Child is legally unable to notify us.

The Education Benefit will terminate for each Qualified Child on the earliest of the following:

1. The date your Qualified Child fails to furnish proof as required by us;
2. The date your Qualified Child no longer qualifies as a Child for any reason except your death; or
3. Six years from the date the first benefit payment is made.

For the purposes of this Education Benefit, the following definitions apply:

### **Academic Term**

One of the set periods of time within an Academic Year during which an educational course may be completed.

### **Academic Year**

The annual period of course sessions of the accredited post-secondary institution of higher learning.

### **Qualified Child**

Means any of your unmarried children who, on the date of your death as a result of an accidental bodily injury, meet the definition of Child and were either:

1. Enrolled as full-time students in an accredited post-secondary institution of higher learning beyond the 12<sup>th</sup> grade level; or
2. At the 12<sup>th</sup> grade level and enrolled as full-time students in an accredited post-secondary institution of higher learning beyond the 12<sup>th</sup> grade level within 365 days following the date of your death.

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE REPATRIATION BENEFIT**

### **When the Repatriation Benefit is Payable**

We will pay the Repatriation Benefit if:

1. You die as a result of an accidental bodily injury for which an Accidental Death and Dismemberment Insurance benefit is payable under the policy; and
2. Your death occurs at least 100 miles away from your principal place of residence.

### **How the Repatriation Benefit is Paid**

The Repatriation Benefit is an amount equal to the lesser of:

1. The actual cost for the preparation and transportation of your body to a mortuary near your principal place of residence; or
2. \$5,000.

The Repatriation Benefit is in addition to the Accidental Death and Dismemberment Insurance benefit payable due to your death and will be paid in accordance with the "Beneficiary and Payment Options" part of the Certificate. If you are insured for both Basic Accidental Death and Dismemberment Insurance and Supplemental Accidental Death and Dismemberment Insurance under the Sun Life and Health Insurance Company (U.S.) Group Life Insurance plan of your Employer, we will only pay one Repatriation Benefit.

# ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE TRAVEL ACCIDENT BENEFIT

## Definitions

### **While on the business of the Policyholder**

The phrase "While on the business of the Policyholder":

1. Means that for the purpose of furthering the business interests of such Policyholder, you go on a Trip either on assignment by the Policyholder or at the direction of the Policyholder; and
2. Excludes any travel while you are going to and from work; relocating to a permanent residence; on a bonafide leave of absence; or on a vacation.

### **Trip**

The term "Trip" means that:

1. You leave your residence or your place of employment, whichever occurs last, to travel to any location, not hereinafter excepted; or
2. You are returning to your residence or your place of employment, whichever occurs first.

### **Interim Airworthiness Certificate**

The term "Interim Airworthiness Certificate" means the interim airworthiness certificate or its equivalent issued by:

1. The Federal Aviation Agency of the United States; or
2. The government having jurisdiction over civil aviation in the country of such certificate's registry.

### **Automobile**

The term "Automobile" means any land vehicle that is four-wheeled, self-propelled, and used primarily to transport passengers.

### **Travel Accident Benefit**

We will pay the Travel Accident Benefit in an amount equal to the Principal Sum if loss of life is due to an injury sustained While on the business of the Policyholder and you are a:

1. Fare-paying passenger on a public conveyance that:
  - a) is run by a common carrier regulated by the government including any airlines that operate regularly scheduled passenger flights in accordance with published schedules and excluding all other airlines; and
  - b) transports passengers for hire;
2. Passenger on a private chartered conveyance that is being operated by a full-time, commercially licensed operator; or
3. Passenger or driver of an automobile.

## **Terms of Travel Accident Benefit**

Payment of the Travel Accident Benefit is subject to both of the following terms:

1. If you are insured for both Basic Accidental Death and Dismemberment Insurance and Supplemental Accidental Death and Dismemberment insurance, we will pay the Travel Accident Benefit only under terms of the Basic Accidental Death and Dismemberment Insurance.
2. If the Basic Accidental Death and Dismemberment Insurance includes a Double Benefit and a benefit is payable under both the Double Benefit and the Travel Accident Benefit, we will pay under the Double Benefit provision only. In no event will we pay the Double Benefit and the Travel Accident Benefit.

## **Travel Accident Benefit Restrictions**

We will not pay a Travel Accident Benefit for any loss that is caused either directly or indirectly or contributed to, by:

1. Any of the "Restrictions" in the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE part;
2. Any air flight:
  - a) that requires an Interim Airworthiness Certificate from the Federal Aviation Administration or similar government agency; or
  - b) not scheduled to begin and end in:
    - i) the United States of America;
    - ii) Canada; or
    - iii) Mexico within 100 miles of the international boundary between Mexico and the United States;
3. An Automobile accident occurring:
  - a) when you are a driver or passenger engaged in:
    - i) racing;
    - ii) performing stunts;
    - iii) exhibition work; or
    - iv) any other competitive sports; or
  - b) in any country except:
    - i) the United States of America;
    - ii) Canada; or
    - iii) Mexico within 100 miles of the international boundary between Mexico and the United States; or
4. Flying in any aircraft that is:
  - a) engaged in:
    - i) acrobatic or stunt flying;
    - ii) racing;
    - iii) endurance tests;
    - iv) crop dusting;
    - v) seeding;
    - vi) spraying;
    - vii) fire fighting;
    - viii) exploration;
    - ix) pipe or powerline inspection;
    - x) any form of hunting;
    - xi) bird or fowl herding;
    - xii) aerial photography;
    - xiii) banner towing;
    - xiv) any test or experiment; or
    - xv) any flight that requires a special permit or waiver from the authority having jurisdiction over civil aviation;
  - b) owned or operated by the Policyholder; or
  - c) rocket-propelled.

## **PART 8: WAIVER OF PREMIUMS FOR ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

### **Waiver of Premiums**

Subject to the "Termination of Waiver of Premiums" section, if you are Totally Disabled on the date your insurance terminates, we will continue your Accidental Death and Dismemberment Insurance without payment of further premiums while you are Totally Disabled if:

1. You become Totally Disabled:
  - a) while you are insured under the policy;
  - b) before you reach age 60; and
  - c) before the effective date of your retirement;
2. The class of Employees to which you belonged when you became Totally Disabled is still eligible for Accidental Death and Dismemberment Insurance under the policy;
3. You give us initial Proof that meets these requirements:
  - a) it shows that your Total Disability has lasted without interruption for at least 9 months; and
  - b) you submit this Proof within 12 months after your Total Disability starts;
4. You submit further Proof that meets these requirements:
  - a) it shows that you are still Totally Disabled; and
  - b) we receive such Proof each year in the 3 months before the anniversary of the date we approved your initial claim for this Waiver of Premiums; and
5. We approve and continue to approve your claim.

### **Amount of Insurance We Will Continue**

The amount of Accidental Death and Dismemberment Insurance that we will continue in force under this Waiver of Premiums provision will be the Principal Sum for which you were insured on the last day you were Actively at Work.

Such amount is subject to any reductions as set forth in the "Age Reduction" section of INSURANCE SCHEDULE and any reductions as set forth in the "Decreases in Insurance" section of EMPLOYEE INSURANCE. In no event will such amount increase for any reason.

### **Physical Examination**

During the continuance of your Total Disability, we have the right to have a physician whom we choose examine you at any reasonable time or times, subject to any law or regulation applicable to the policy.

### **No Premium Refund**

No refund will be made of any premium that was paid:

1. During your Total Disability; and
2. Prior to our approval of your initial claim.

## **Proof Required If Claim Is Made**

If you or your beneficiary make a claim for Accidental Death and Dismemberment benefits more than 3 months after you last gave us Proof of Total Disability, we must receive further Proof of your Total Disability with the claim.

If you or your beneficiary make a claim for Accidental Death and Dismemberment benefits before you are approved for coverage under this continuance, we will consider your Accidental Death and Dismemberment Insurance to have been continued if we receive Proof with the claim that:

1. Premium payments for your insurance stopped while you were Totally Disabled;
2. Your Total Disability lasted without interruption until you sustained the loss for which claim is made; and
3. You would have qualified for this continuance except that either:
  - a) your Total Disability had not lasted for at least 9 months; or
  - b) we had not yet approved your initial Proof of Total Disability.

## **Termination of Waiver of Premiums**

This continuance will end on the earliest of:

1. The date you, the Employee, attain age 65;
2. The date your Total Disability ends. In this case, you may again become insured for Accidental Death and Dismemberment Insurance if you satisfy all the requirements under the policy;
3. The date you fail to give us Proof of your Total Disability;
4. The date you refuse to cooperate with us in submitting to an examination by a physician;
5. The date the class of Employees to which you belonged when you became Totally Disabled is no longer eligible for Accidental Death and Dismemberment Insurance under the group policy; or
6. The date you become eligible for Accidental Death and Dismemberment Insurance under:
  - a) any group policy that is issued either by us or any other insurer; or
  - b) any other insured or uninsured plan of coverage for which any employer:
    - i) contributes any part of the cost; or
    - ii) makes payroll deductions.



## **PART 9: THE BENEFICIARY AND PAYMENT OPTIONS**

### **Determining The Beneficiary**

You may designate the beneficiary or beneficiaries of your choice. Such designation must be in writing and signed by you. It must be filed at our Home Office or the office of the Employer.

Unless you request otherwise, any benefit that becomes payable under the policy due to your death will be paid as follows:

1. Such benefit will be paid to the beneficiary or in equal shares to the beneficiaries living at your death. Payments will be made in accordance with the beneficiary designation you have most recently placed on file in the manner described above. Payments will be made in the following order of priority:
  - a) to your primary beneficiaries; or
  - b) to your contingent beneficiaries, if any, provided no primary beneficiary is living at your death.
2. If no named beneficiary survives you, or if you have not named a beneficiary, or if the beneficiary is disqualified from receiving such benefit, such benefit will be paid:
  - a) to your surviving spouse; if none, then
  - b) to your surviving children, in equal shares if more than one; if none, then
  - c) to your parent or parents, in equal shares if both are living; if none, then
  - d) to your executors or the administrators of your estate.
3. If a beneficiary is a minor or cannot give a valid release for any payment due, and until the beneficiary's appointed guardian, or conservator, or committee makes claim, payments, at our option, may be made as follows:
  - a) we will pay \$100 after your death. Then we will pay an installment of not more than \$50 each month until the amount of insurance with interest is exhausted.
  - b) we will make such payments to one of the following:
    - i) the beneficiary.
    - ii) any relative by blood or marriage of the beneficiary.
    - iii) any other person or institution that has assumed the custody and main support of the beneficiary.

### **How To Change the Beneficiary**

You may change the beneficiary by written notice to us signed by you. You may file it at either:

1. Our Home Office; or
2. The office of the Employer.

Whether or not you are living on the date the notice is received, the change will take effect as of the date it was signed by you. However, the change will be without prejudice to us on account of any payments made by us before we received the notice.

## **Optional Methods of Payment**

In place of payment in one sum, you may elect another method of payment of any death benefit, subject to the following:

1. You must file a written request at our Home Office;
2. We must agree to it; and
3. If you change the beneficiary, any method of payment that you elected before that change will be void.

If any death benefit becomes payable in one sum, your beneficiary may elect another method of payment. The methods of payment available will be those that we offer on the date of the election. We must agree to any such election.

## **If The Beneficiary Dies**

If the beneficiary dies before we pay any death benefit that is payable to such beneficiary as a result of your death, whether in a lump sum or otherwise, we will pay such benefit to such beneficiary's executors or the administrators of his or her estate unless the terms of any Optional Method of Payment specify otherwise.

## **PART 10: OPTION FOR ACCELERATED BENEFIT (Living Benefit)**

### **Accelerated Benefit (Living Benefit)**

Upon the occurrence of a Qualifying Event, you are entitled to elect to accelerate the payment of death benefits in order to receive a portion of the total amount of Life Insurance for which you are eligible while living.

### **Election of Living Benefit**

To elect this Living Benefit we must receive:

1. Written notice signed by you of your election of the Living Benefit; and
2. Satisfactory Proof, in writing, of the occurrence of a Qualifying Event. Such Proof must also be approved by us.

If you are insured for any Voluntary or Supplemental Life Insurance under the Sun Life and Health Insurance Company (U.S.) Group Life Insurance plan of your Employer, you may elect a separate Living Benefit on such amount.

### **Amount of Living Benefit**

The amount of the Living Benefit will reduce the amount of the Life Insurance for which you are insured. The remaining Life Insurance amount will be payable according to the terms of the policy, subject to any reductions and termination provisions. The amount of Life Insurance you may convert in accordance with the Conversion Privilege section of the OPTIONS WHEN LIFE INSURANCE ENDS part of the Certificate will also be reduced by the amount of the Living Benefit.

The amount of the Living Benefit will be equal to 50% of the amount of Life Insurance for which you are insured, subject to all of the following:

1. The amount of Life Insurance that can be accelerated for a Living Benefit will be reduced by any reductions set forth in the "Age Reduction" section of the INSURANCE SCHEDULE and any reductions as set forth in the "Decreases in Insurance" section of the EMPLOYEE INSURANCE part of the Certificate that are scheduled to occur within the six months following the Living Benefit request; and
2. The amount of Life Insurance that can be accelerated for a Living Benefit, after any reductions as described in item 1 above are applied, is limited to a maximum of \$250,000; and
3. The amount of the Living Benefit will be payable in a lump sum to you once during your lifetime.

### **Requirements Upon Death**

If you die after your written request for the Living Benefit has been received by us, but before we make the payment of such benefit, the request will be considered void and no payment will be made under this Option for Accelerated Benefit (Living Benefit).

### **Conditions for Payment**

If you elect the Living Benefit option and have assigned your rights under this policy to an assignee or have made an irrevocable beneficiary designation, we must receive the written consent of any assignee or irrevocable beneficiary prior to payment of the Living Benefit to you.

## **PART 11: GENERAL ACCIDENT AND SICKNESS INSURANCE PROVISIONS**

### **Workers' Compensation**

This insurance does not take the place of or affect any requirement for coverage by Workers' Compensation Insurance.

### **Facility of Payment**

We will pay you all benefits (other than any benefit due solely to your death), if your Proof of claim is satisfactory to us, except in the following situations:

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

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

With respect to all dismemberment benefits under the Employee Accidental Death and Dismemberment Insurance provisions:

1. We will pay \$100 after receiving Proof that you are a minor or cannot give a valid release or have died. Then we will pay an installment of not more than \$50 each month until the amount of insurance with interest is exhausted.
2. We will make such payments to any of the following:
  - a) your lawful spouse, if living;
  - b) your child or children, if living;
  - c) your mother or father, if living.

## PART 12: TERMINATION PROVISIONS

### Termination of Employee Insurance

Insurance coverage for you will automatically cease on the earliest date shown below:

1. On the last day of the calendar month in which your last wage is paid by the Employer if you are no longer Actively At Work, except that:
  - a) while you are sick or injured, your employment will be deemed to continue for up to 12 months from the date your disability began, as long as your Employer keeps paying premiums on your behalf;
  - b) while you are temporarily laid off your employment will be deemed to continue as long as premium payments are made, for up to 90 days, unless your Employer cancels your insurance before the end of that time;
  - c) while you are on temporary leave of absence, your employment will be deemed to continue as long as premium payments are made for up to 365 days unless your Employer cancels your insurance before the end of that time;

Any amount of insurance continued under items a, b or c above is subject to any reductions set forth in the Insurance Schedule and the terms of both the "Increases in Insurance" and "Decreases in Insurance" sections of EMPLOYEE INSURANCE.

2. Upon termination of employment with the school district, coverage will terminate the first day of the month following the month in which you receive your last pay. This means you are no longer an active full-time Employee;
3. On the last day of the policy month you fail to make any required contribution;
4. On the last day of the policy month such coverage is terminated for the class of Employees to which you belong;
5. On the date such coverage is terminated for all Employees; or
6. On the date the policy terminates.

## **PART 13: GENERAL PROVISIONS**

### **The Policy and Application**

The group policy issued to the Policyholder, together with the application of the Policyholder, is the entire contract between us and the Policyholder. All statements that the Policyholder or you, the Employee, make are deemed to be representations and not warranties. No written statement signed by you will be used in any legal action against you unless we give you or your representative a copy.

### **Changes to the Policy**

We and the Policyholder can change the policy in its entirety or with respect to any or all class or classes of Employees at any time if we and the Policyholder agree in writing to make such a change. Any such change will be valid without the consent of any person other than the Policyholder and us. All such changes will be signed by our President, Vice President, Secretary or Treasurer and countersigned by one of our registrars or our President, Vice President, Secretary, or Treasurer. No agent may change or waive any of the policy provisions; nor can an agent make any agreement that would be binding on us.

### **Limits on Our Right to Contest**

With respect to the Life Insurance:

We may not contest the validity of the policy, except for failure to pay premiums, after it has been in force for 2 years from its effective date.

No statement that you make relating to your insurability may be used to contest the validity of your insurance after you have been insured under the policy prior to the contest for 2 years during your lifetime.

No such statement may be used in any contest unless:

1. Such statement is in writing and you have signed it; and
2. We give a copy of such statement to you, the person who represents you, or your beneficiary.

### **Waiver of Policy Provision**

If at some time we choose to waive a policy provision, we still retain our right to enforce that provision at any other time. To be effective, such waiver must be in writing and signed by a person who is authorized by us to waive such terms.

### **Assignment**

You cannot assign any interest in the policy unless we agree in writing to such an assignment. We reserve 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.

### **Proofs of Claim**

Proof of claim covering the occurrence, character and extent of the event for which claim is made must be sent to us in writing within 90 days after the date of the loss. If such Proof cannot be sent within this time limit, it must be sent as soon as reasonably possible; but in no event, except in the absence of legal capacity, later than one year after the time such Proof is otherwise required.

Such Proofs of claim must be made on the forms we require. If such forms are not available due to our failure to furnish them upon request of the Policyholder, your compliance with the remaining terms of this section will satisfy your responsibility to us regarding Proofs of claim.

## **Legal Actions**

For 60 days after the written Proof of claim as required by us has been filed, no legal or equitable action may be brought against us for that claim. No action at all may be brought against us after 3 years from the date on which written Proof of claim is required.

## **Limit of 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.

## **Clerical Error**

Clerical errors in connection with the policy or delays in keeping records for the policy whether by us or the Policyholder:

1. Will not terminate insurance that would otherwise have been effective;
2. 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.

## **Misstatement of Facts**

If relevant facts about the Policyholder or any Employee relating to this insurance are not accurate:

1. If appropriate, a fair adjustment of premium will be made, subject to the "Limit of Premium Refunds" section.
2. The true facts will decide whether, and in what amount, and for what duration insurance is valid under the policy.

## **Physical Examination and Autopsy**

Except as otherwise provided in the policy, we have the right to have you examined as often as is reasonably necessary following the receipt of a claim and while a claim is pending, or while any payments are being made under the policy. Approval of claim for benefits and the continuation of benefits are subject to your cooperation in submitting to such examination. In the case of death, we also have the right to require an autopsy as long as the law does not forbid it.

## **Notice**

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.

## **Time Periods**

All time periods referred to in the policy will begin and end at 12:01 A.M. standard time at the Policyholder's home office.

## **Discharge of Our Responsibility**

Payment made under the terms of any section 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.

## **Reimbursement**

Reimbursement will be made to us for any overpayments that we may make due to any reason. Deductions may be made from future benefit payments to recover any such overpayments.

## **Non-Discrimination**

In the administration of the plan the Policyholder is obligated to treat you and other Employees in like situations fairly.

**END OF  
INSURANCE CERTIFICATE**



If your Employer's benefit plans are subject to the requirements of the federal Employee Retirement Income Security Act of 1974, as amended (ERISA), the following provisions apply:

## Statement of ERISA Rights

As a participant in your employer's benefit plans, you are entitled to certain rights and protections under the federal Employee Retirement Income Security Act of 1974, as amended (ERISA). ERISA provides that all Plan participants shall be entitled to:

1. Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all Plan documents, including insurance contracts, and copies of all documents, such as detailed annual reports, filed by the Plan with the U.S. Department of Labor.
2. Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for these copies.
3. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report, if the firm is required to file Form 5500 or 5500C/R.
4. Receive notice of the benefit claim decision, and have this decision reviewed if you disagree with it in any respect. You may request further information about your claim or have the decision reviewed as part of an appeal's process.
5. Receive upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.
6. Submit your issues and comments to the Claims Fiduciary in writing. ERISA governs the procedure under which you may appeal our claims decision. ERISA also provides certain limits upon the actions which are available to challenge that claims decision.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

If your claim for a benefit is denied or ignored, in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Payment of claims under the Plan will be made by Sun Life and Health Insurance Company (U.S.). Claims for benefits under the Plan are to be submitted to Sun Life and Health Insurance Company (U.S.) as provided in the Proof of Claim section of the General Provisions Part of the insurance certificate. You (or your beneficiary) should see the Plan Administrator if you have any questions regarding a claim or need claim forms. Read the instructions on the forms carefully and be sure all questions are answered and you include any required attachments when you return the completed forms.

If your claim for benefits under the Plan is denied, in whole or in part, Sun Life and Health Insurance Company (U.S.) will notify you in writing within 90 days after your claim was filed. Under special circumstances, the insurance company/benefit administrator is allowed an additional period of not more than 90 days (180 days in total) within which to notify you of its decision. If such an extension is required, you will receive written notice from the insurance company/benefit administrator indicating the reasons for the delay and the date you may expect a final decision. You will receive a written explanation giving detailed reasons for the denial, specific reference to policy provisions on which the denial is based, a description of any additional material or information necessary for you to perfect the claim, and an explanation of why such material or information is necessary, as well as an explanation of the claim appeal procedure. If you are not satisfied or do not agree with the reasons for the denial of the claim, you may appeal the decision to the Claims Fiduciary shown in the **Appeal Procedure** section below.

**Appeal Procedure** In addition to any appeal or grievance rights you may have under state law (not otherwise preempted by ERISA), if you are not satisfied or do not agree with the reasons for the denial of the claim, you may appeal the decision to the Claims Fiduciary named below. Should you desire a review of the claim decision, you or your designated representative must send a written request to Sun Life and Health Insurance Company (U.S.) within 180 days of your receipt of the benefit determination addressed to:

Benefits Supervisor, Life  
ERISA Appeals Unit  
Sun Life and Health Insurance Company (U.S.)  
P.O. Box 810  
Greenfield, MA 01302

Your request should include your account number, the name of your employer and your social security number (optional). Your appeal **must be in writing** and can be made by you or your duly authorized representative. It must set out the reasons for the appeal and your dissatisfaction or disagreement. You also have the opportunity following this notification to submit written comments, documents, records, and other information relating to your claim for benefits. Any evidence or documentation to support your position should be submitted with your written appeal.

Sun Life and Health Insurance Company (U.S.) is the Claims Fiduciary for all claims and appeals. It will promptly review the claim and any appeal. You will be notified of a final decision within 60 days following the Claim Fiduciary's receipt of your written request for review. If special circumstances beyond the Claim Fiduciary's control require an extension of time for processing the appeal, or obtaining more information or conducting an investigation of the facts, you will be notified in writing of this additional 60-day extension prior to the termination of the initial 60-day period. If Sun Life and Health Insurance Company (U.S.) does not receive a written request from you or your authorized representative within 180 days of your receipt of its benefit determination, Sun Life and Health Insurance Company (U.S.)'s claim decision will be final. Should you disagree with your benefit claims decision following the Plan's review and your appeal, you may bring a civil action under Section 502(a) of the Employee Retirement Income Security Act.

## **Assistance with Your Questions**

If you have any questions about your Plan, you should review the Summary Plan Description for further information about your rights under ERISA. Your Plan Administrator is required to furnish the Summary Plan Description to you. If your question is not resolved by reviewing the Summary Plan Description, you should then contact the Plan Administrator. If you have questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest Office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **Plan Modification, Amendment And Termination**

The Employer has the right to amend or terminate the Plan at any future time. No consent of any future participant or advance notification is required to terminate, modify, amend or change the Plan. Your individual coverage terminates (a) when you leave your employment, (b) when you are no longer eligible, (c) if the Plan is contributory, when you cease to contribute, or (d) when the Plan terminates, whichever happens first.

**Note:** If you cease active work, see your supervisor to determine what arrangements, if any, may be made to continue your coverage after the date you cease active work.

## **Claims Fiduciary**

Sun Life and Health Insurance Company (U.S.) is a fiduciary, as that term is used in ERISA and the regulations which interpret ERISA, with respect to the Sun Life and Health Insurance Company (U.S.) insurance policies under which you, and if applicable, your dependents are insured. In this capacity, Sun Life and Health Insurance Company (U.S.) is charged with the obligation, and possesses discretionary authority to make claim, eligibility and other administrative determinations regarding those policies, and to interpret the meaning of their terms and language. Sun Life and Health Insurance Company (U.S.), as Claims Fiduciary, shall have the sole and exclusive discretion and authority to carry out all actions involving claims procedures explained in the Policy. The Claims Fiduciary shall have the sole and exclusive discretion and power to grant and/or deny any and all claims for benefits, and construe any and all issues relating to eligibility for benefits. All findings, decisions, and/or determinations of any type made by the Claims Fiduciary shall not be disturbed unless the Claims Fiduciary has acted in an arbitrary and/or capricious manner. Subject to the requirements of law, the Claims Fiduciary shall be the sole judge of the standard of proof required in any claims for benefits and/or in any question of eligibility for benefits. All decisions of the Claims Fiduciary shall be final and binding on all parties. Whenever a decision on a claim is involved, the Claims Fiduciary is given broad discretionary powers, and the Claims Fiduciary shall exercise said powers in a uniform and nondiscriminatory manner in accordance with the Plan's terms. The Claims Fiduciary's authority is limited to such insurance policies and it is not a fiduciary of any other aspect of the Plan, insured or otherwise. It is not the Plan Administrator (as that term is understood under ERISA) and it is not responsible for any asset or property which belongs to the Plan.