SUN LIFE ASSURANCE COMPANY OF CANADA

Policyholder: Casper College

Policy Number: 41124-001

Policy Effective Date: October 8, 1981

Policy Anniversary: October 8, 1982

Policy Amendment Effective Date: October 1, 2015

This Policy is delivered in Wyoming and is subject to the laws of that jurisdiction. Premiums are due and payable monthly on the first day of each month. Policy anniversaries will be annual beginning on October 8, 1982.

Sun Life Assurance Company of Canada (Sun Life) agrees to pay the benefits in accordance with all provisions provided by this Policy for Employee Life, Employee Accidental Death and Dismemberment and Long Term Disability Income Insurance. This Policy is issued in consideration of the Application of the Policyholder, a copy of which is attached, and continued payment of premiums by the Policyholder. The following pages including any Riders, Endorsements or Amendments are a part of this Policy.

For the purpose of effective dates and termination dates under this Policy, all days begin at 12:00 midnight and end at 11:59:59pm.

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

Dean A. Connor
President and Chief Executive Officer

READ YOUR POLICY CAREFULLY

Group Term Insurance Policy

Non-Participating
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Section I
Schedule of Benefits

ELIGIBLE CLASSES

All Full-Time Employees scheduled to work at least 20 hours per week.

WAITING PERIOD

Employee Life and Employee Accidental Death and Dismemberment Insurance
None

Long Term Disability Income Insurance
3 months
**Section I**  
**Schedule of Benefits**

**EMPLOYEE LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

**CLASSIFICATION**

<table>
<thead>
<tr>
<th>CLASS</th>
<th>LIFE</th>
<th>AD&amp;D</th>
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<tbody>
<tr>
<td>1</td>
<td>$10,000</td>
<td>$10,000</td>
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An Employee’s amount of Life and Accidental Death and Dismemberment Insurance shown in the Schedule will reduce to 67% when he attains age 70 and to 50% when he attains age 75.

An Employee’s Life and Accidental Death and Dismemberment Insurance terminates at the Employee’s retirement.
LONG TERM DISABILITY INCOME INSURANCE

CLASSIFICATION

1. All Eligible Employees

   a. The **Benefit Percentage** is: 60% of Total Monthly Earnings.

   b. The **Maximum Monthly Benefit** is: $8,500.

   The **Minimum Monthly Benefit** is $50.

Elimination Period

   90 days

Maximum Benefit Period

<table>
<thead>
<tr>
<th>Age at Disability</th>
<th>Maximum Benefit Period</th>
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<tbody>
<tr>
<td>Less than age 60</td>
<td>To age 65, but not less than 60 months</td>
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<tr>
<td>60</td>
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<tr>
<td>61</td>
<td>48 Months</td>
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<tr>
<td>62</td>
<td>42 Months</td>
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<td>15 Months</td>
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<tr>
<td>69 and over</td>
<td>12 Months</td>
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CONTRIBUTIONS

Employees will not contribute to the cost of their Employee Life, Employee Accidental Death and Dismemberment and Long Term Disability Income Insurance.

INITIAL MONTHLY PREMIUM RATES

Employee Life Insurance  
Refer to Attachment A

Employee Accidental Death and Dismemberment Insurance  
Refer to Attachment A

Long Term Disability Income Insurance  
Refer to Attachment A

The initial monthly premium rates are guaranteed until October 7, 1982 for Long Term Disability Income Insurance and until January 31, 1993 for Employee Life Insurance and Employee Accidental Death and Dismemberment Insurance unless otherwise specified in Section VIII, Premiums. See Section VIII, Premiums for more information.
In this section Sun Life defines some basic terms needed to understand this Policy. All male terms include the female term, unless stated otherwise.

For purposes of this Policy:

**Actively at Work** means that an Employee performs all the regular duties of his job for a full work day scheduled by the Employer at the Employer’s normal place of business or a site where the Employer’s business requires the Employee to travel.

An Employee is considered Actively at Work on any day that is not his regular scheduled work day (e.g. vacation or holiday), provided the Employee was Actively at Work on his immediately preceding scheduled work day and the Employee:
- is not hospital confined; or
- is not disabled due to an injury or sickness.

An Employee is considered Actively at Work if he usually performs the regular duties of his job at his home, provided the Employee can perform all the regular duties of his job for a full work day and could do so at the Employer’s normal place of business if required to do so, and the Employee:
- is not hospital confined; or
- is not disabled due to an injury or sickness.

**Application** means the document pertaining to the plan of insurance applied for by the Policyholder. This document is attached to this Policy.

**Certificate** means a written booklet prepared by Sun Life which includes any Riders, Endorsements or Amendments, containing a summary of:
1. the insurance benefits an Employee is entitled to;
2. to whom the benefits are payable; and
3. any limitations, exclusions or requirements that may apply.

**Eligibility Date** means the date or dates an Employee in an Eligible Class becomes eligible for insurance under this Policy. Classes eligible for insurance are shown in Section I, Schedule of Benefits.

**Employee** means a person who is employed by the Employer, scheduled to work at least the number of hours shown in Section I, Schedule of Benefits, and paid regular earnings.

**Employer** means Casper College and includes any Subsidiary or Affiliated company named in the Application.

**Evidence of Insurability** means a statement or proof of an Employee’s medical history upon which acceptance for insurance will be determined by Sun Life. The Employee must agree to submit to a paramedical examination and/or provide copies of medical records, if requested by Sun Life. Sun Life will pay the cost of any paramedical examination ordered by Sun Life for the purpose of providing Evidence of Insurability.

**Grace Period** means the 31 days following a premium due date.

**Hospital or Institution** means a facility licensed to provide full-time medical care and treatment under the direction of a full-time staff of licensed physicians.

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

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

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

1. licensed to practice medicine and prescribe and administer drugs or to perform surgery; or

2. legally qualified as a medical practitioner and required to be recognized, under this Policy for insurance purposes, according to the insurance regulations of the governing jurisdiction.

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

Policyholder means the entity to whom the Policy is issued.

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

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

Employer’s Retirement Plan will include any Retirement Plan:

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

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


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

**Beneficiary** means the person (other than the Employer) who is entitled to receive death benefit proceeds as they become due under this Policy. A Beneficiary must be named by the Employee on a form acceptable to Sun Life and executed by the Employee.

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

1. the effective date of the Employee’s retirement benefits under:
   a. any plan of a federal, state, county, municipal or an association retirement system which the Employee is eligible as a result of his employment with the Employer;
   b. any Retirement Plan the Employer sponsors; or
   c. any Retirement Plan to which the Employer:
      i. makes contributions to; or
      ii. has made contributions.

2. the effective date of the Employee’s retirement benefits under the Social Security Act or any similar plan or act. However, if the Employee meets the definition of Employee and is receiving retirement benefits under the Social Security Act or similar plan or act, the Employee will not be considered retired.

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

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

**AD&D** means Accidental Death and Dismemberment.
The following Definitions are applicable to Long Term Disability Income Insurance

**Disability Earnings** means the employment income an Employee receives while Partially Disabled or income an Employee receives while participating in an approved Rehabilitation program. Disability Earnings does not include income an Employee receives from work performed prior to his Total or Partial Disability, nor income that is not derived from work performed.

**Drug and Alcohol Illness** means an illness which results from the abuse of alcohol, drugs or derivatives.

**Elimination Period** means a period of continuous days of Total or Partial Disability for which no LTD Benefit is payable. The Elimination Period is shown in Section I, Schedule of Benefits and begins on the first day of Total or Partial Disability.

If the Employee returns to work for 15 working days or less during the Elimination Period and cannot continue working, the Total or Partial Disability will be treated as continuous. However, only those days that the Employee is Totally or Partially Disabled will count toward satisfying the Elimination Period.

**Family Social Security** means benefits for an eligible spouse and/or children that are paid to the Employee under the Federal Social Security Act as a result of the Employee's Total or Partial Disability.

**Gainful Occupation** means employment that is or can be expected to provide an Employee with an income of at least 60% of his Indexed Total Monthly Earnings.

**Gross Monthly Benefit** means the Employee’s Monthly Benefit before any reduction of Other Income Benefits as described in Section IV, Long Term Disability Income Benefits and before any reduction of Disability Earnings.

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

**LTD** means Long Term Disability.

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

**Maximum Monthly Benefit** means the largest amount payable monthly to an Employee under this Policy. The Maximum Monthly Benefit is shown in Section I, Schedule of Benefits.

**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).

**Own Occupation** means the usual and customary employment, business, trade, profession or vocation that the Employee 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 the Employee performed for the Employer or performed at any specific location.

**Partial Disability or Partially Disabled** means during the Elimination Period and the next 24 months, the Employee, because of Injury or Sickness, is unable to perform the Material and Substantial Duties of his Own Occupation and the Employee has Disability Earnings of less than 80% of his Indexed Total Monthly Earnings. After Total or Partial Disability benefits combined have been paid for 24 months, the Employee will continue to be Partially Disabled if he is unable to perform with reasonable continuity any Gainful Occupation for which he is or becomes reasonably qualified for by education, training or experience and the Employee has Disability Earnings of less than 60% of his Indexed Total Monthly Earnings.

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

To qualify for benefits, the Employee must satisfy the Elimination Period with the required number of days of Total Disability, Partial Disability or a combination of days of Total and Partial Disability.

**Primary Social Security** means benefits paid under the Federal Social Security Act to an Employee if he becomes Totally or Partially Disabled.

**Social Security** means the Federal Social Security Act which provides social insurance on a national scale.

**Total Disability or Totally Disabled** means during the Elimination Period and the next 24 months, the Employee, because of Injury or Sickness, is unable to perform the Material and Substantial Duties of his Own Occupation. After Total or Partial Disability benefits combined have been paid for 24 months, the Employee will continue to be Totally Disabled if he is unable to perform with reasonable continuity any Gainful Occupation for which he is or becomes reasonably qualified for by education, training or experience.

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

To qualify for benefits, the Employee must satisfy the Elimination Period with the required number of days of Total Disability, Partial Disability or a combination of days of Total and Partial Disability.

**Total Monthly Earnings** means the Employee’s basic monthly earnings as reported by the Employer immediately prior to the first date Total or Partial Disability begins. Total Monthly Earnings includes deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account, but does not include income received due to commissions, bonuses, overtime pay or any other extra compensation.

If an Employee is paid on an hourly basis, Total Monthly Earnings will be based on the Employee's hourly rate of pay, but will not exceed 40 hours per week.
Section III
Eligibility and Effective Dates

A. Eligible Classes

The class(es) eligible for insurance are shown in Section I, Schedule of Benefits.

B. Eligibility Date

An Employee in an Eligible Class will be eligible for insurance on the latest of the following dates:
1. February 1, 1992 Employee Life and Employee Accidental Death and Dismemberment Insurance; or
2. October 8, 1981 for Long Term Disability Income Insurance; or
3. the day after the Employee completes the Waiting Period for Long Term Disability Income Insurance; or
4. the Employee’s first day of employment for Employee Life and Employee Accidental Death and Dismemberment Insurance.

If a former Employee is rehired by the Employer within 6 months of his termination date, all past periods of employment during which the Employee was Actively at Work with the Employer will count towards completion of the Waiting Period. The Employee’s Eligibility Date will be the later of the date he is rehired or the day after completion of the Waiting Period.

If a former Employee is rehired by the Employer 6 months or later after his termination date, the Employee’s Eligibility Date will be the day after he completes a new Waiting Period.

C. Effective Date of Insurance

An Employee will be insured, subject to the Delayed Effective Date of Insurance, on his Eligibility Date.

Delayed Effective Date of Insurance

The Effective Date of any initial, increased or additional insurance will be delayed for an Employee if he is not Actively at Work. The initial, increased or additional insurance will become effective on the date the Employee returns to an Actively at Work status.

Refusal of Coverage

If an eligible Employee declines his insurance, or terminates his insurance in writing while continuing to be eligible, the Employee will become insured after he applies for insurance and Evidence of Insurability is approved by Sun Life.

Changes in Insurance

Changes in an Employee’s amount of insurance will take effect on the first day of the month coincident with or next following the date of change.

However, any increase in insurance will be subject to the Delayed Effective Date of Insurance provision.
Death Benefit

If Sun Life receives Notice and Proof of Claim that an Employee dies while insured, then Sun Life will pay the amount of Life Insurance in force on the Employee’s date of death.

The amount of Life Insurance is the Employee’s amount of insurance as determined in Section I, Schedule of Benefits.

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

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

Waiver of Premium Provision

Total Disabilities that begin before age 70

If Sun Life receives Notice and Proof of Claim that an Employee becomes Totally Disabled:
- while insured; and
- before his 70th birthday; and
- before his retirement;

the amount of Life Insurance will continue for that Employee:
- from the date of Total Disability without further payment of premiums for Total Disabilities that begin before age 65;
- from the date of Total Disability without further payment of premiums for a period of one year for Total Disabilities that begin on or after age 65.

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

All amounts of life insurance under this Waiver of Premium Provision are subject to the same Policy terms and conditions including subsequent reductions and terminations at specified ages and/or at retirement as would have been applicable had the Employee not been Totally Disabled. This amount will be further reduced by the amount of any individual policy issued to the Employee pursuant to the Conversion Privilege of this Policy unless that individual policy is exchanged for a full refund of premiums paid.

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

The Waiver of Premium for an Employee ceases on the earliest of:
- the date he ceases to be Totally Disabled.
- the date he fails to furnish any required Proof that he continues to be Totally Disabled.
- the date he fails to submit to any required Examinations.
- any period the Employee is not under the regular and continuing care of a Physician providing appropriate treatment by means of examination and testing in accordance with the disabling condition.
- the date he retires.
- the date he attains age 65 or 12 months, whichever is later, for Total Disabilities beginning before age 65.
- the first anniversary of the beginning of Total Disability for Total Disabilities beginning on or after age 65.
An Employee is deemed to be retired when he receives any compensation from a Retirement Plan of the Employer or when the Employee attains age 70, whichever occurs first.

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

**Conversion Privilege**

**Benefit**

1. If all or part of an Employee’s Life Insurance ceases or reduces due to:
   - termination of his employment; or
   - termination of his membership in an Eligible Class; or
   - the Employee’s retirement; or
   - the Employee reaching a specified age; or
   - the Employee changing to a different Eligible Class; or
   - termination of the Employee’s Waiver of Premium continuation; or
   - the Employee’s continuation period ending during layoff or an approved leave of absence;

   then the Employee may apply for an individual policy on his own life up to the amount that ceased. If the amount of Life Insurance that ceased is $10,000 or more, the minimum amount of the individual policy must be $10,000.

2. If the Employee has been continuously insured for three or more years under this Policy’s Life Benefit Provision and all or part of the Employee’s Life Insurance ceases or reduces due to:
   - reduction of the amount of Life Insurance in an Eligible Class by an amendment to the Life Insurance Benefit Provision; or
   - termination of the Life Insurance Benefit Provision; or
   - termination of this Policy; or
   - termination of an Eligible Class by an amendment to the Life Insurance Benefit Provision;

   then the Employee may apply for an individual policy on his own life up to the amount that ceased, reduced by the amount of any life insurance the Employee is eligible for under any group policy within 31 days after the Employee’s Life Insurance ceased.

The Employee will be issued an individual policy without Evidence of Insurability.

**Application for the Individual Policy**

1. written application must be made to Sun Life along with payment of the first premium, within the 31 day period (the 31 day conversion period) following the date the insurance ceases or reduces. If the Employee is not given notice of this conversion privilege within 15 days following the date his insurance ceases or reduces, the Employee shall have an additional 15 days to exercise this conversion privilege. In no event will this conversion privilege be extended beyond 60 days following the 31 day conversion period.

2. the individual policy may be any plan of permanent life insurance available for conversion by Sun Life at the attained age and amount requested, but without disability or other supplemental benefits.

3. the premium will be the rate Sun Life charges for the standard class of risk and age to which the Employee belongs on the effective date of the individual policy.

4. the effective date of the individual policy will be the day after the 31 day conversion period.
Death Within 31 Days

If the Employee dies during the 31 day conversion period, a benefit will be paid upon receipt of Notice and Proof of Claim, whether or not application for the individual policy or payment of the first premium has been made. The benefit is the amount of Life Insurance the Employee would have been eligible to convert.
Section IV
Benefit Provisions

Employee Accidental Death and Dismemberment Insurance

If Sun Life receives Notice and Proof of Claim that an Employee:
- dies from accidental drowning while insured; or
- sustains an Accidental Bodily Injury while insured, which results in loss of life, sight or limb within 365 days of the date of that injury; or
- sustains a loss of life, sight or limb within 365 days due to an accidental exposure to the elements while insured;

Sun Life will pay, subject to the Exclusions, the following percentage of Accidental Death and Dismemberment Insurance shown in Section I, Schedule of Benefits that was in force on the date of the Accidental Bodily Injury for the following losses:

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

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

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

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

Disappearance

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

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

Exclusions

No Accidental Death or Accidental Dismemberment payment will be made for a loss which is due to or results from:
Employee Accidental Death and Dismemberment Insurance

- suicide while sane or insane.
- intentionally self-inflicted injuries.
- bodily or mental infirmity or disease of any kind, or infection unless due to an accidental cut or wound.
- committing or attempting to commit an assault, felony or other criminal act.
- active participation in a war (declared or undeclared) or active duty in any armed service during a time of war.
- active participation in a riot, rebellion, or insurrection.
- the Employee’s voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless administered on the advice of a Physician.
Section IV
Benefit Provisions

Long Term Disability Income Benefits

If Sun Life receives Notice and Proof of Claim that an Employee is Totally or Partially Disabled, a Net Monthly Benefit will be payable, subject to the Limitations and Exclusions.

To be eligible to receive a Net Monthly Benefit, the Employee must:

1. satisfy the Elimination Period with the required days of Total or Partial Disability;
2. provide proof of continued Total or Partial Disability; and
3. have regular and continuing care by a Physician who provides appropriate treatment and regular examination and testing in accordance with the disabling condition.

Proof of Total or Partial Disability must be given to Sun Life upon request and at the Employee’s expense.

A Net Monthly Benefit will:
1. be payable at the end of each month for that month.
2. include reductions described as Other Income Benefits.
3. include reductions for Disability Earnings (if applicable).
4. be paid on a pro-rata basis. An amount equal to 1/30 of the Net Monthly Benefit is payable for each day of Total or Partial Disability that is less than a full month.
5. not be less than the Minimum Monthly Benefit specified in the Schedule of Benefits.

Total Disability Benefit

If an Employee is Totally Disabled, the Net Monthly Benefit will be calculated based on the Total Disability Benefit formula. An Employee qualifies for this benefit if:
- the Employee is not working or is earning less than 20% of his Indexed Total Monthly Earnings; and
- during the Elimination Period and the next 24 months, the Employee, because of Injury or Sickness, is unable to perform the Material and Substantial Duties of his Own Occupation.

After Total or Partial Disability benefits combined have been paid for 24 months, the Employee will continue to qualify for this benefit if he is unable to perform with reasonable continuity any Gainful Occupation for which he is, or becomes, reasonably qualified for by education, training or experience.

To determine the Total Disability Benefit:

1. Take the lesser of:
   a. the Employee’s Total Monthly Earnings multiplied by the Benefit Percentage (shown in Section I, Schedule of Benefits); or
   b. the Maximum Monthly Benefit (shown in Section I, Schedule of Benefits); then

2. Subtract Other Income Benefits from the amount determined in Step 1.

Partial Disability Benefit

If an Employee is Partially Disabled, the Net Monthly Benefit will be calculated based on the Partial Disability Benefit formula. An Employee qualifies for this benefit if:
- the Employee is working and has Disability Earnings of more than 20% but less than 80% of his Indexed Total Monthly Earnings; and
- during the Elimination Period and the next 24 months, the Employee, because of Injury or Sickness, is unable to perform the Material and Substantial Duties of his Own Occupation.
Section IV
Benefit Provisions

Long Term Disability Income Benefits

After Total or Partial Disability benefits combined have been paid for 24 months, the Employee will continue to qualify for this benefit if he is unable to perform with reasonable continuity any Gainful Occupation for which he is, or becomes, reasonably qualified for by education, training or experience and has Disability Earnings of less than 60% of his Indexed Total Monthly Earnings.

To determine the Partial Disability Benefit for the first 24 months of the Employee’s Partial Disability:

1. add the Employee’s Disability Earnings and income received from Other Income Benefits to the Total Disability Benefit.

2. if this sum is in excess of 100% of the Employee’s Indexed Total Monthly Earnings, subtract the amount in excess of 100% of the Employee’s Indexed Total Monthly Earnings from the Total Disability Benefit. This result is the Partial Disability Benefit; or

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

After Partial Disability benefits have been paid for 24 months and the Employee continues to be Partially Disabled, the following proportionate loss formula will be used to determine the Net Monthly Benefit:

\[(A \div B) \times C\]

where:

\[A = \text{The Employee’s Indexed Total Monthly Earnings minus the Employee’s monthly Disability Earnings.}\]

\[B = \text{The Employee’s Indexed Total Monthly Earnings}\]

\[C = \text{The Total Disability Benefit.}\]

Other Income Benefits

Other Income Benefits are those benefits provided or available to the Employee while a Long Term Disability Benefit is payable. These Other Income Benefits, other than retirement benefits, must be provided as a result of the same Total or Partial Disability payable under this Policy. Other Income Benefits include:

1. The amount the Employee is 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 the Employer.

4. Any disability income benefits the Employee is eligible for under:
   a. any other group insurance plan of the Employer;
   b. any governmental retirement system as a result of the Employee’s job with his Employer.
Section IV  
Benefit Provisions  

Long Term Disability Income Benefits  

5. The benefits the Employee receives under his Employer’s Retirement Plan as follows:  
   a. any disability benefits;  
   b. the Employer-paid portion of any retirement benefits.  
   (Disability benefits that reduce the Employee’s accrued retirement benefit will be treated as a retirement benefit.  
    Retirement benefits do not include any amount rolled over or transferred to any other retirement plan as defined in  
    Section 402 of the Internal Revenue Code.)  

6. The disability or retirement benefits under the United States Social Security Act, or any similar plan or act, as  
   follows:  
   a. Disability benefits the Employee is eligible to receive.  
   b. Disability benefits the Employee’s spouse, child or children are eligible to receive because of the Employee’s  
      Total or Partial Disability unless the dependent benefits are paid directly to the divorced spouse or to the  
      children in custody of the divorced spouse.  
   c. Retirement benefits received by the Employee.  
   d. Retirement benefits the Employee’s spouse, child or children receive because of the Employee’s receipt of  
      retirement benefits unless the dependent benefits are paid directly to the divorced spouse or to the children in  
      custody of the divorced spouse.  
   
   If an Employee’s Total or Partial Disability begins after Social Security Normal Retirement Age, Social Security  
   Retirement Benefits will not be offset if, prior to his Total or Partial Disability, he was already receiving Social  
   Security Retirement Benefits.  

7. The amount the Employee receives from any accumulated sick leave.  

8. Any salary continuation paid to the Employee by his Employer which causes the Net Monthly Benefit, plus Other  
   Income Benefits and any salary continuation to exceed 100% of the Employee’s Total Monthly Earnings. The  
   amount in excess of 100% of the Employee’s Total Monthly Earnings will be used to reduce the Net Monthly  
   Benefit.  

9. Any amount due to income replacement or lost wages the Employee receives by compromise, settlement or other  
   method as a result of a claim for any Other Income Benefit.  

10. Any amount the Employee receives from a voluntary separation of employment agreement from the Employer  
    including severance pay or any other income in settlement of an employment contract.  

Other Income Benefits will include any amount described above which would have been available to the Employee had he  
    applied for that benefit.  

Lump Sum Payment  

If an Employee receives a lump sum payment for any Other Income Benefits, Sun Life will prorate the lump sum on a  
monthly basis over the time period specified for the lump sum payment. If no time period is stated, the lump sum  
payment will be prorated on a monthly basis over a reasonable period of time as determined by Sun Life.  

Required Application for Other Income  

An Employee must apply for any Other Income Benefits for which the Employee may be eligible. If such benefits are  
denied, the Employee must appeal the denial to all administrative levels Sun Life deems necessary. Sun Life has the right  
to receive from the Employee written documentation of the Employee’s pursuit of Other Income Benefits.
Social Security Disability Income Assistance Program

Sun Life, at the Employee’s request, will assist the Employee (if appropriate) through the various levels of the Social Security claim process. Sun Life will assist an Employee with his application and through the appeals process.

Estimated Other Income

Sun Life has the right to estimate the amount of Other Income Benefits the Employee is eligible to receive during an Employee’s Total or Partial Disability and reduce the LTD benefit payment by the estimated amount. Sun Life will estimate the amount if, at the time of calculating any LTD benefit payments, the Other Income Benefit an Employee may be eligible to receive has not been awarded nor denied or if the Other Income Benefit has been denied and is being appealed. The estimate will be used to reduce the amount of the LTD benefit payments until the Other Income Benefit has been awarded or denied. However, the estimate will not be used if the Employee meets the following conditions:
1. the Employee has applied for the Other Income Benefits; and
2. the Employee agrees to appeal any denials of Other Income Benefits to all administrative levels Sun Life deems necessary; and
3. the Employee completes and signs the Sun Life Reimbursement Agreement.

Adjustment of Benefits

The Employee 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 payment when Sun Life receives the written notice of the amount of the Other Income Benefit.

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

If after Sun Life makes an adjustment to the Net Monthly Benefit the Employee has been overpaid, the Employee must reimburse Sun Life the amount of the overpayment within 31 days of the award. Sun Life has the right to reduce or eliminate 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.

Cost of Living Freeze

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

Waiver of Premium for Totally or Partially Disabled Employees

LTD premium payments for a Totally or Partially Disabled Employee are waived during any period LTD benefits are payable under this Policy. If this Policy is in force when the Employee’s Total or Partial Disability ends, the Employee will remain insured if he returns to an Actively at Work status in an Eligible Class and premium payments for the Employee are resumed.

Termination of Long Term Disability Benefits

Total or Partial Disability Benefits will cease on the earliest of:

1. the date the Employee is no longer Totally or Partially Disabled.
2. the date the Employee dies.

3. the end of the Maximum Benefit Period.

4. the date the Employee fails to provide adequate employment earnings information or proof of continuing Total or Partial Disability as requested.

5. during the first 24 months of Partial Disability, the date the Employee’s Disability Earnings exceed 80% of his Indexed Total Monthly Earnings.

6. after 24 months of Partial Disability, the date the Employee’s Disability Earnings exceed 60% of his Indexed Total Monthly Earnings.

7. for the first 24 months of Total or Partial Disability, the date Sun Life determines the Employee is able to perform on a full-time basis, the Material and Substantial Duties of his Own Occupation, even if the Employee chooses not to work.

8. after the first 24 months of Total or Partial Disability, the date Sun Life determines the Employee is able to perform on a full-time basis, any Gainful Occupation for which he is or becomes reasonably qualified for by education, training or experience, even if the Employee chooses not to work.

**Full-time basis** means for the first 24 months of Total or Partial Disability, the Employee is able or has the capacity to perform the Material and Substantial Duties of his Own Occupation for the number of hours the Employee normally performed his Own Occupation prior to his Total or Partial Disability. After 24 months of Total or Partial Disability, the Employee is able or has the capacity to perform any Gainful Occupation for the number of hours the Employee normally performed his Own Occupation prior to his Total or Partial Disability.

However, if the Employee normally performed his Own Occupation on an average in excess of 40 hours per week, Sun Life will consider the Employee able to perform that requirement if the Employee works or has the capacity to work 40 hours per week.

**Successive Periods**

Successive periods of Total or Partial Disability after a Net Monthly Benefit was payable will be considered a single period if the Employee, in the time between the successive periods, was Actively at Work for less than:

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

The Employee will not have to complete a new Elimination Period. The LTD benefit will continue to be calculated based on the Employee’s Total Monthly Earnings in effect at the time the initial period of Total or Partial Disability began. The LTD benefit will be payable, in total, for no longer than the Maximum Benefit Period at the time of the initial period of Total or Partial Disability.

This successive period’s provision will cease to apply on the earliest of the following dates:

1. the date the Employee becomes eligible for coverage under any other group LTD policy; or
2. the date this Policy is terminated.

**Reasonable Accommodation Benefit**
Section IV
Benefit Provisions

Long Term Disability Income Benefits

If an Employee would be able to return to part-time or full-time work with the Employer with a modification to the Employer’s workplace, Sun Life may reimburse the Employer (if appropriate) for the reasonable expenses to modify the Employer’s workplace up to a maximum of $5,000 unless Sun Life otherwise approves in writing.

Reasonable Accommodation means expenses the Employer incurs to accommodate an Employee’s Total or Partial Disability. This includes expenses for tools, equipment, furniture, or any other changes to an Employee’s work environment that Sun Life agrees will allow the Employee to return to work.

Sun Life may pay (if appropriate) a Reasonable Accommodation Benefit if:
1. Sun Life approves, in writing, the workplace modification; and
2. the Employer incurs expenses to make the modification to the Employer’s workplace; and
3. the Employee returns to work for the Employer on a part-time or full-time basis; and
4. the Employee was insured under this Policy on the date Total or Partial Disability began.

Survivor Benefit

Sun Life will pay a benefit to the Employee’s Eligible Survivor when satisfactory proof is received that the Employee died:
1. after Total or Partial Disability had continued for 180 or more consecutive days; and
2. while eligible to receive a Net Monthly Benefit.

The benefit will be 3 times the Employee’s last Gross Monthly Benefit.

Eligible Survivor means the Employee’s spouse, if living, otherwise the Employee’s children under age 25. If there are no Eligible Survivors, payment will be made to the Employee’s estate.

Limitations

No LTD benefit will be payable for any Total or Partial Disability during any of the following periods:
1. any period the Employee is not under the regular and continuing care of a Physician providing appropriate treatment and regular examination and testing in accordance with the disabling condition, unless the Employee has reached his maximum point of recovery and is still Totally or Partially Disabled.
2. any period the Employee fails to submit to any medical examination or clinical assessment requested by Sun Life.
3. any period of Total or Partial Disability due to Mental Illness, unless the Employee is under the continuing care of a specialist in psychiatric care.

Benefits will be payable for the first 24 months after the Employee completes his Elimination Period.

Benefits after the first 24 months will only be payable if the Employee is confined in a Hospital or Institution licensed to provide psychiatric treatment.

4. any period of Total or Partial Disability due to Drug and Alcohol Illness, unless the Employee is actively supervised by a Physician or rehabilitation counselor and is receiving continuing treatment from a rehabilitation center or a designated institution approved by Sun Life.

5. any period the Employee is incarcerated.

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

1. intentionally self-inflicted injury.
2. war, declared or undeclared, or any act of war.
3. active participation in a riot, rebellion or insurrection.
4. committing or attempting to commit an assault, felony or other criminal act.
5. a Pre-Existing Condition.

**Pre-Existing Condition** means during the 3 months prior to the Employee’s Effective Date of Insurance the Employee 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 the Employee’s Total or Partial Disability begins later than 12 months after the Employee’s Effective Date of Insurance.

The Pre-Existing Condition Exclusion also will not apply if the Employee has been insured under this Policy for the immediately preceding 3 months prior to the Employee’s Total or Partial Disability and during that period the Employee has not received any medical treatment, consultation, care or services, including diagnostic measures, or took prescribed drugs or medicines for the disabling condition.
Termination of Employee's Insurance

An Employee will cease to be insured on the earliest of the following dates:

1. the date this Policy terminates.
2. the date the Employee is no longer in an Eligible Class.
3. the date the Employee's Class is no longer included for insurance.
4. the last day for which any required premium has been paid.
5. the date the Employee retires.
6. the date employment terminates. Ceasing to be Actively at Work will be deemed termination of employment, except:
   a. insurance will be continued for an Employee absent due to a disability during:
      i. the Elimination Period; and
      ii. any period the premium is being waived under this Policy.
   b. the Policyholder may continue the insurance by paying the required premiums, subject to the following:
      i. insurance may be continued for up to 1 month after the Employee has been temporarily laid off.
      ii. insurance may be continued for up to 6 months after the Employee has been given an approved leave of absence including Family and Medical Leave of Absences.
      iii. insurance may be continued for up to 3 months of the Employee's paid vacation.
      iv. For Life and Accidental Death and Dismemberment Insurance - insurance may be continued for up to 12 months after an Employee is absent from work due to Injury or Sickness.

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

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

While this Policy is in force, the Policyholder may continue an Employee's coverage pursuant to the Family and Medical Leave Act of 1993, as amended or continue coverage pursuant to a state required continuation period (if any).

While this Policy is in force, the Policyholder may continue an Employee's coverage pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA).
Termination of Policy

This Policy will terminate for any of the following reasons:

1. If the Policyholder fails to pay any premium within the Grace Period, this Policy will terminate on the last day of the Grace Period.

2. The Policyholder may terminate this Policy by advance written notice delivered to Sun Life at least 31 days prior to the termination date. This Policy will not terminate during any period for which premium has been paid. The Policyholder will be liable to Sun Life for all premiums due and unpaid for the full period this Policy is in force.

3. Sun Life may terminate this Policy on any premium due date by giving written notice to the Policyholder at least 31 days in advance if:
   a. the number of insured Employees is less than 10; or
   b. less than 100% of the Employees eligible are insured; or
   c. the Policyholder fails to:
      i. furnish promptly any information Sun Life may reasonably require; or
      ii. perform any other obligations pertaining to this Policy.

4. Sun Life may terminate this Policy on any Policy Anniversary by giving written notice to the Policyholder at least 60 days in advance.

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

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

1. The Policyholder may terminate a Benefit Provision by advance written notice delivered to Sun Life at least 31 days prior to the termination date. The Benefit Provision will not terminate during any period for which premium has been paid. The Policyholder will be liable to Sun Life for all premiums due and unpaid for the full period that Benefit Provision is in force.

2. Sun Life may terminate a Benefit Provision on any premium due date by giving written notice to the Policyholder at least 31 days in advance if:
   a. the number of insured Employees for that Benefit is less than 10; or
   b. less than 100% of the Employees eligible are insured; or
   c. the Policyholder fails to furnish promptly any information which Sun Life may reasonably require.

3. Sun Life may terminate any Benefit Provision on any Policy Anniversary by giving written notice to the Policyholder at least 60 days in advance.

Termination of a Benefit Provision may take effect on an earlier date when both the Policyholder and Sun Life agree.
A. Statements

All statements made in any Application are considered representations and not warranties. No representation by:

1. the Policyholder in applying for this Policy will render it void unless the representation is contained in the Application; or

2. any Employee in applying for insurance under this Policy will be used to reduce or deny a claim unless a copy of the Employee’s written application for insurance is or has been given to the Employee or the Employee’s beneficiary, if any.

B. Entire Contract - Policy Changes

1. This Policy is the entire contract. It consists of:
   a. all of the pages of the Policy;
   b. the attached Application of the Policyholder;
   c. each Employee’s written application for insurance (Employee retains his own copy).

2. This Policy may be changed in whole or in part. Only an executive officer of Sun Life may approve a change. The approval must be in writing and endorsed on or attached to this Policy.

3. Any other person, including an agent, may not change this Policy or waive any part of it.

C. Employee’s Certificate

Sun Life will provide a Certificate to the Policyholder for delivery to each Employee. The Certificate is intended to provide a brief explanation of the Policy benefits, but it does not form a part of this Policy. If the terms of a Certificate and this Policy differ, this Policy will govern.

D. Furnishing of Information - Access To Records

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

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

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

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

If relevant facts about any individual were not accurate:
1. an equitable adjustment of premium will be made; and
2. the true facts will be used to determine if and in what amount insurance is valid under this Policy.

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

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

F. Examination and Autopsy

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

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

This right may be used as often as reasonably required.

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

G. Legal Proceedings

No legal action may start:

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

H. Workers’ Compensation

This Policy is not in lieu of, and does not affect, any requirement for coverage by Workers’ Compensation Insurance.

I. Agency

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

J. Incontestability

Policyholder

The validity of this Policy shall not be contested, except for non-payment of premium, after it has been in force for two years from the Policy Effective Date.

Individual

No statement made by an individual, relating to his insurability for an initial, increased or additional amount of insurance, will be used in contesting the validity of that insurance, after such initial, increased or additional amount of insurance has been in force for a period of two years during the individual’s lifetime.

This statement must be contained in a form signed by that individual.
Section VII
Claim Provisions

A. Notice and Proof of Claim

Sun Life must receive Notice and Proof of Claim prior to any payment under this Policy.

1. Notice of Claim

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

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

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

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

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

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

2. Proof of Claim

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

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

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

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

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

Proof of Claim must consist of:
- a description of the loss or disability;
- the date the loss or disability occurred; and
- the cause of the loss or disability.

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

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

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

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

B. Insurer’s Authority

The Plan Administrator has delegated to Sun Life its entire discretionary authority to make all final determinations regarding claims for benefits under the benefit plan insured by this Policy. This discretionary authority includes, but is not limited to, the determination of eligibility for benefits, based upon enrollment information provided by the Policyholder, and the amount of any benefits due, and to construe the terms of this Policy.

Any decision made by Sun Life in the exercise of this authority, including review of denials of benefit, is conclusive and binding on all parties. Any court reviewing Sun Life’s determinations shall uphold such determination unless the claimant proves that Sun Life’s determinations are arbitrary and capricious.

C. Notice of Decision on Claim

A written notice of decision on a claim will be sent within a reasonable time after Sun Life receives the claim but not later than 45 days after receipt of the claim. If a decision cannot be made within 45 days after Sun Life receives the claim, Sun Life will request extensions of time as permitted under U.S. Department of Labor regulations. Any request for extension of time will specifically explain:
1. the standards on which entitlement to benefits is based;
2. the unresolved issues that prevent a decision on the claim; and
3. the additional information needed to resolve those issues.

If a period of time is extended because the claimant failed to provide necessary information, the period for making the benefit determination is tolled from the date Sun Life sends notice of the extension to the claimant until the date on which the claimant responds to the request for additional information. The claimant will have at least 45 days to provide the specified information.

D. Review Procedure

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

The claimant may submit written comments, documents, records or other information relating to the claim for benefits, and may request free of charge copies of all documents, records and other information relevant to the claimant’s claim for benefits.

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

If a period of time is extended because the claimant failed to provide necessary information, the period for making the decision on review is tolled from the date Sun Life sends notice of the extension to the claimant until the date on which the claimant responds to the request for additional information.

E. Time of Payment of Claims
When Sun Life receives satisfactory Proof of Claim, benefits payable under this Policy will be paid for any period for which Sun Life is liable within 45 days after receipt of Proof of Claim. The benefit payment will include interest, at the rate then in effect for amounts left on deposit with the company, accrued from the date of death to the date the payment is postmarked.

F. Payment of Claims

Benefits, other than Survivor Benefits, payable upon the death of the Employee are payable to the Beneficiary living at the time (other than the Employer). Unless otherwise specified, if more than one Beneficiary survives the Employee, all surviving Beneficiaries will share equally. If no Beneficiary is alive on the date of the Employee’s death, payment will be made to the Employee’s estate.

Survivor Benefits payable upon the death of an Employee are payable according to the Long Term Disability Income Benefit Provision.

All other benefits payable during the lifetime of the Employee are payable to the Employee.

If a benefit is payable to the Employee’s estate, an Employee who is a minor, or an Employee who is not competent, Sun Life has the right to pay up to $5,000 to any of the Employee’s relatives whom Sun Life considers entitled. If Sun Life pays benefits in good faith to a relative, Sun Life will not have to pay those benefits again.

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

G. Amendment or Termination of Benefit Provision

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

H. Change of Beneficiary

If this Policy replaces existing coverage under the Employer’s group life insurance plan, Employees’ nominations of Beneficiaries under the plan will remain in force unless changed by the Employee. All nominations of Beneficiaries are revocable unless otherwise stated by the Employee. Any request for change of Beneficiary must be in a written form and will take effect as of the date the Employee signs and files the change with the Employer. If Sun Life has taken any action or made payment prior to receiving notice of that change, the change of Beneficiary will not affect any action or payment made by Sun Life. The consent of the Beneficiary is not required to change any Beneficiary unless the Beneficiary designation has been irrevocable.

I. Assignments

The Employee is permitted to assign all his rights under this Policy. Any assignment must be in a written form and will take effect as of the date the Employee signs and files the assignment with the Employer. Sun Life will honor an Employee’s prior assignment of rights and benefits under the Employer’s plan, whether or not this Policy is specified in the Assignment. If Sun Life has taken any action or made payment prior to receiving notice of that change, the assignment will not affect any action or payment made by Sun Life. Sun Life will not be responsible for the legal, tax or other effects of any assignment.
J. Methods of Payment

The Death Benefit may be payable by a method other than a lump sum. The available methods of payment will be based on the benefit options offered by Sun Life at the time of election.
A. **Premium Rates**

Sun Life determines its initial or any subsequent monthly premium rate on the basis of the coverage being provided. After the initial monthly premium rate has been in effect until October 7, 1982 for Long Term Disability Income Insurance and until January 31, 1993 for Employee Life and Employee Accidental Death and Dismemberment Insurance, Sun Life has the right to recalculate any premium rate. However, Sun Life has the right to recalculate the initial or any subsequent monthly premium rate when any of the following occurs:

1. the terms of this Policy are changed, including but not limited to the Schedule of Benefits; or
2. a new Division, Subsidiary or Affiliated Company of the Policyholder is added to or deleted from this Policy; or
3. the number of Employees insured changes by 25% or more from the number of Employees insured on the Policy Effective Date or the immediately preceding Policy Anniversary Date; or
4. one or more class(es) are added to or deleted from this Policy.

No premium rate may be increased unless Sun Life notifies the Policyholder at least 31 days in advance of the increase. Premium rate increases may take effect on an earlier date when both Sun Life and the Policyholder agree.

B. **Payment of Premiums**

1. All premiums due under this Policy, including adjustments, if any, are payable by the Policyholder on or before the respective due dates at Sun Life’s U.S. Headquarters or at another location designated by Sun Life. The due dates are specified on the first page of this Policy.
2. The premiums due under this Policy on each premium due date are based upon the premium rates in effect for the benefit provided. The premium due is the sum of the monthly premiums for all insured Employees for all benefits.
3. Premiums payable to Sun Life will be paid in United States dollars on the premium due date.
4. The premium for additional or increased insurance becoming effective during a Policy month will be charged from the next premium due date.
5. The premium for insurance terminated during a Policy month will cease at the end of the Policy month in which such insurance terminates.
6. Except for fraud, premium adjustments, refunds or charges will be made for only:
   a. the current Policy Year; and
   b. the prior Policy Year.

C. **Grace Period**

The Grace Period is 31 days following a premium due date. During the Grace Period the Policy shall continue in force, unless the Policyholder has given Sun Life written notice to discontinue this Policy. In any event, premiums are payable for any period of time the Policy remains in force.
Effective January 1, 2016, the following Retro Disability Benefit is added to Group Policy No. 41124-001 Long Term Disability Income Benefit Provision.

**Retro Disability Benefit**

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

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

The Retro Disability Benefit will be paid in a single lump sum amount. Sun Life must receive proof that the Employee had a Retro Disability within 90 days following the date the Employee completes the Elimination Period.

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

**Retro Disability** means an Injury or Sickness that results in:
1. Hospital Confinement that begins on the date the Employee becomes Totally Disabled or within 48 hours of the date the Employee’s Total Disability begins; and
2. such Hospital Confinement continues for at least 14 consecutive days; and
3. the Employee's Total Disability remains continuous throughout the 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.

Dean A. Connor
President and Chief Executive Officer