

**Employee Group Benefits**  
UNDERWRITTEN BY  
**SUN LIFE INSURANCE AND ANNUITY**  
**COMPANY OF NEW YORK**



**Faculty and Administration Employees**

**GROUP POLICY NUMBER - 86786**  
**POLICY EFFECTIVE DATE - May 1, 2001**  
**POLICY AMENDMENT DATE - October 1, 2004**

Welcome to Sun Life Insurance and Annuity Company of New York (Sun Life (N.Y.)). Sun Life (N.Y.) is pleased to be your Employer's insurance carrier for the benefits provided in the Group Policy. The description of Eligible Classes in the Benefit Highlights will help you determine what benefits apply to you.

The booklet is intended to provide a summarized explanation of the current Group Policy Benefits. However, the Group Policy is the document which forms Sun Life (N.Y.)'s contract to provide benefits. If the terms of the booklet and the Group Policy differ, the Group Policy will govern. A complete copy of the Group Policy is in the possession of your Employer and is available for your review. In the event of any changes in benefits or Group Policy provisions, you will be provided with a new booklet or a supplement which describes any changes.

Possession of this booklet does not necessarily mean you are insured under the Group Policy. The requirements for becoming eligible for insurance and the dates your insurance begins or ceases are explained within this booklet.

This booklet uses insurance terms and phrases that are listed in the Definitions Section.

For Information, call the Sun Life (N.Y.) Group Customer Service Center at (800)247-6875.

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## **BENEFIT HIGHLIGHTS**

### **EMPLOYEE LIFE INSURANCE**

#### **ELIGIBLE CLASSES**

All Full-Time Faculty and Administration Employees scheduled to work at least 30 hours per week.

#### **LIFE**

1 times your Basic Annual Earnings\*

\* rounded to the next higher \$1,000, if not already a multiple of \$1,000

The **Maximum Benefit** is \$100,000.

Your amount of Life Insurance reduces to 50% when you reach age 70.

Your Life Insurance cancels at your retirement, unless you are eligible for Retiree Life Insurance.

**Evidence of Insurability**, satisfactory to Sun Life (N.Y.), will be required if, on your initial Eligibility Date, you elect no coverage and subsequently elect Life Insurance coverage.

#### **Basic Annual Earnings**

Your current salary or wage from your Employer. Basic Annual Earnings includes commissions, but does not include bonuses, overtime pay or any other extra compensation.

If your current salary includes commissions, your Basic Annual Earnings will be averaged over the previous 36 month period of your employment or will be averaged from your date of employment, whichever is less.

## **BENEFIT HIGHLIGHTS**

### **RETIRED EMPLOYEES**

#### **CLASSIFICATION**

Employees who retire with at least 7 years of service with the Employer

#### **LIFE**

Employees who retire with more than 20 years of service	\$5,000
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Employees who retire with at least 15 but less than 20 years of service	\$4,000
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Employees who retire with at least 7 but less than 15 years of service	\$3,000
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## **BENEFIT HIGHLIGHTS**

### **LONG TERM DISABILITY INSURANCE**

#### **ELIGIBLE CLASSES**

All Full-Time Faculty and Administration Employees scheduled to work at least 30 hours per week.

#### **AMOUNT OF INSURANCE**

60% of your Total Monthly Earnings, not to exceed the Maximum Monthly Benefit, less Other Income Benefits.

- the **Maximum Monthly Benefit** is \$5,000.

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

The **Minimum Monthly Benefit** is \$100 or 10% of your Gross Monthly Benefit, whichever is greater.

#### **Elimination Period**

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

180 Days

#### **Maximum Benefit Period**

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

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

## **BENEFIT HIGHLIGHTS**

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

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

## **BENEFIT HIGHLIGHTS**

### **Total Monthly Earnings**

Your basic monthly earnings as reported by your Employer immediately before the first date your Total or Partial Disability begins. Total Monthly Earnings does not include commissions, bonuses, overtime pay or any other extra compensation.

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

## **BENEFIT HIGHLIGHTS**

### **WAITING PERIOD**

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

#### **Long Term Disability Insurance**

12 months

#### **Life Insurance**

None

### **CONTRIBUTIONS**

The cost of your Long Term Disability Insurance is paid for entirely by your Employer. This is your non-contributory insurance.

The cost of your Life Insurance is paid for by you. This is your contributory insurance.

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

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

## **ELIGIBILITY AND EFFECTIVE DATE OF EMPLOYEE INSURANCE**

### **When am I eligible for insurance?**

If you are in an Eligible Class shown in the Benefit Highlights, you are eligible on the latest of:

- May 1, 2001 for Long Term Disability Insurance; or
- January 1, 2004 for Life Insurance; or
- your first day of employment for Life Insurance; or
- the day after you complete your Waiting Period for Long Term Disability Insurance.

### **When do I need to apply for insurance?**

You must apply within 31 days of the date you become eligible.

### **When does my insurance start?**

For non-contributory insurance, your insurance starts on the date you are eligible, if you are Actively at Work on that date.

For contributory insurance, your insurance starts on the later of:

- the date you apply; or
- the date you are eligible;

if you are Actively at Work on that date.

### **What happens if I do not apply within 31 days?**

Your insurance will start on the date Sun Life (N.Y.) approves your Evidence of Insurability, if you are Actively at Work on that date.

### **What if I am not Actively at Work on that date?**

If you are not Actively at Work on the date your insurance would normally start, your insurance will not start until you are Actively at Work.

## **ELIGIBILITY AND EFFECTIVE DATE OF EMPLOYEE INSURANCE**

### **What happens if I do not want my insurance?**

You need to sign a form refusing your insurance. This form is available from your Employer.

If you decide later you want to enroll for insurance, Sun Life (N.Y.) must first approve your Evidence of Insurability.

### **When do changes in my amount of insurance occur?**

If your amount of insurance increases due to a change in your salary or class, your increase will take effect immediately upon the date of change, as long as you are Actively at Work on that date.

If your amount of insurance decreases due to a change in your salary, class or age, the decrease will take effect immediately upon the date of change.

If you are not Actively at Work on the date an increase in your insurance would normally start, the increase in your insurance will not start until you are Actively at Work.

## **TERMINATION OF EMPLOYEE INSURANCE**

### **When does my insurance cease?**

Your insurance ceases on the earliest of:

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

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

Yes.

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

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

Layoff - for up to 1 month for Long Term Disability Insurance, 2 months for Life Insurance

Leave of Absence (including the Family and Medical Leave of Absence) - for up to 13 months for Life Insurance

Vacation - for up to 3 months.

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

## **TERMINATION OF EMPLOYEE INSURANCE**

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

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

You may be eligible to continue your insurance coverage pursuant to the Family and Medical Leave Act of 1993. You should contact your Employer for more details.

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

## **BENEFIT PROVISIONS**

### **EMPLOYEE LIFE INSURANCE**

#### **What is the Life Insurance Benefit?**

If you die while insured, your Beneficiary will receive the amount of your Life Insurance in force when Sun Life (N.Y.) receives written Proof of Claim.

#### **What is the amount of my Life Insurance?**

The amount of your Life Insurance is the amount you elected as determined in the Benefit Highlights.

Your Life Insurance cannot exceed the Maximum Benefit shown in the Benefit Highlights.

Your amount of Life Insurance is subject to the Exclusions shown below and any Evidence of Insurability requirements, age reductions or terminations shown in the Benefit Highlights.

#### **What are the Exclusions?**

If your cause of death is suicide, no benefit is payable if the suicide occurs within 24 months after your Life Insurance starts. Any period of time you were insured under your Employer's prior group life policy will count towards your completion of the 24 months.

#### **What is the Waiver of Premium Provision?**

If you become Totally Disabled while insured, the Waiver of Premium Provision may continue your Life Insurance without any further payment of premiums by you or your Employer.

## **BENEFIT PROVISIONS**

### **EMPLOYEE LIFE INSURANCE**

#### **When am I eligible for the Waiver of Premium Provision?**

You are eligible if Sun Life (N.Y.) receives Notice and Proof of Claim that you became Totally Disabled:

- while insured; and
- before your 60th birthday; and
- before you retire.

#### **What is the amount of Life Insurance that is continued under the Waiver of Premium Provision?**

Sun Life (N.Y.) will continue the amount of your Life Insurance in force on the last day you were Actively at Work. This amount is subject to the same reductions or terminations that would have been applicable had you not become Totally Disabled.

If you have converted your Life Insurance to an individual policy, the continued insurance will be reduced by that converted amount unless you exchange that individual policy for a full refund of premiums paid.

#### **When does my Waiver of Premium cease?**

Your Waiver of Premium ceases on the earliest of:

- the date you are no longer Totally Disabled.
- the date you do not provide Proof that you continue to be Totally Disabled.
- the date you do not submit to an examination by a Physician of Sun Life (N.Y.)'s choice.
- the date you are no longer under the regular and continuing care of a Physician providing appropriate treatment by means of examination and testing in accordance with your disabling condition.
- the date you reach age 70, unless you are eligible for Retiree Life Insurance.
- the date you retire, unless you are eligible for Retiree Life Insurance.

## **BENEFIT PROVISIONS**

### **EMPLOYEE LIFE INSURANCE**

For the purposes of this Waiver of Premium Provision, you are considered retired when you receive any compensation from a Retirement Plan of your Employer, or when you reach age 70, whichever is earlier.

If your Waiver of Premium ceases and you do not return to work with your Employer, your Life Insurance will terminate. You may be eligible to convert your Life Insurance under the Conversion Privilege.

#### **What is the Accelerated Benefit?**

If Sun Life (N.Y.) receives satisfactory proof that you are Terminally Ill, part of your Life Insurance may be payable to you while you are still living.

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

You are eligible if:

(Applicable if you were hired on or before January 1, 2004)

- you were Actively at Work on January 1, 2004; and

(Applicable to All Employees)

- you are certified as Terminally Ill with a life expectancy of 12 months or less; and
- you are insured for at least \$10,000 of Life Insurance.

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

You need to submit a written request to Sun Life (N.Y.).

## **BENEFIT PROVISIONS**

### **EMPLOYEE LIFE INSURANCE**

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

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

You can request up to 75% of the amount of your Life Insurance currently in force. The maximum amount you can request is \$500,000. If your amount Life Insurance currently in force is less than \$200,000, the minimum amount that you may request is the greater of 25% of the amount of your Life Insurance in force or \$5,000. If your amount of Life Insurance currently in force is \$200,000 or more, the minimum amount that you may request is \$50,000.

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

#### **How is the Accelerated Benefit paid?**

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

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

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

#### **Are there any charges if I request an Accelerated Benefit?**

No.

## **BENEFIT PROVISIONS**

### **EMPLOYEE LIFE INSURANCE**

#### **What happens to my Life Insurance if I receive an Accelerated Benefit?**

If you have received an Accelerated Benefit, your Life Insurance will be reduced by an amount equal to the Accelerated Benefit paid by Sun Life (N.Y.). Your reduced amount of Life Insurance is subject to the same Group Policy terms and conditions including subsequent reductions or terminations at specified ages and/or retirement as would have been applicable had you not received an Accelerated Benefit payment.

You still have the right to convert to an individual policy if your amount of Life Insurance terminates or reduces after an Accelerated Benefit has been paid. The amount available for conversion will be based on changes in your amount of insurance after the reduction due to the payment of the Accelerated Benefit.

#### **Some Important Notes about your Accelerated Benefit**

Your Accelerated Benefit is not a long term care policy. The amount your Accelerated Benefit would pay may not be enough to cover nursing home expenses or other bills. You may use the money received from the Accelerated Benefit for any purpose.

Receipt of your Accelerated Benefit may affect your Medicaid eligibility.

No Accelerated Benefit payment will be processed if you are required to request it by a third party, including any creditor, governmental agency, trustee in bankruptcy or any other person, or as the result of a court order.

Benefits payable under this provision MAY be taxable. You should consult your tax advisor. Sun Life (N.Y.) does not give tax or legal advice.

## **BENEFIT PROVISIONS**

### **EMPLOYEE LIFE INSURANCE**

#### **What is the Conversion Privilege?**

If your Life Insurance ceases, you may be able to convert your Life Insurance to an individual policy. You need to apply for the Conversion Privilege within 31 days. See question "How do I convert my Life Insurance?".

#### **When can I convert my Life Insurance?**

1. You can convert if all or part of your Life Insurance ceases or reduces due to:
  - termination of your employment;
  - termination of your membership in an Eligible Class;
  - your retirement;
  - your reaching a specified age; or
  - your changing to a different Eligible Class; or
  - termination of your Waiver of Premium continuation; or
  - your continuation period ending during your layoff or leave of absence.
  
2. You can convert if all or part of your Life Insurance ceases or reduces due to:
  - termination of the Life Insurance Benefit Provision;
  - termination of the Group Policy;
  - an amendment to the Group Policy to reduce the amount of Life Insurance in your Eligible Class; or
  - an amendment to the Group Policy to terminate your Eligible Class.

#### **What amount of Life Insurance can I convert?**

The amount of Life Insurance you can convert depends on the reason your Life Insurance ceases.

## **BENEFIT PROVISIONS**

### **EMPLOYEE LIFE INSURANCE**

If your amount of Life Insurance ceased or reduced for the reasons stated in #1 "When can I convert my Life Insurance?", you can convert up to the amount that ceased or reduced. If your amount of Life Insurance that ceased is \$10,000 or more, the minimum amount of your individual policy must be \$10,000.

If your amount of Life Insurance ceased or reduced for the reasons stated in #2 "When can I convert my Life Insurance?", you can convert up to the amount that ceased or reduced less any amount of group life insurance you may become eligible for within 45 days after your Life Insurance ceased or reduced.

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

You convert by applying to Sun Life (N.Y.) for an individual policy along with sending payment of the first premium within 31 days after any part of your Life Insurance ceases or reduces. This is your 31 day conversion period. If you are not given notice of this conversion privilege within 15 days following the date your insurance ceases or reduces, you shall have an additional 45 days to exercise this conversion privilege. In no event will this conversion privilege be extended beyond 90 days following the 31 day conversion period.

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

You can convert to any plan of whole life insurance available by Sun Life (N.Y.) for conversion. The individual policy will not include any additional benefits such as disability benefits or accidental death and dismemberment benefits. However, at your option, the individual policy may include initial term insurance for one year.

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

## **BENEFIT PROVISIONS**

### **EMPLOYEE LIFE INSURANCE**

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

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

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

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

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

## **BENEFIT PROVISIONS**

### **EMPLOYEE LIFE INSURANCE**

#### **What happens when my Employer transfers Insurance Carriers to Sun Life (N.Y.)?**

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

If you are not Actively at Work on January 1, 2004, you will be insured if:

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

Any Life benefit payable will be the lesser of:

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

All other provisions of Sun Life (N.Y.)'s Group Policy will apply.

## **BENEFIT PROVISIONS**

### **LONG TERM DISABILITY INCOME INSURANCE**

#### **What is the Long Term Disability Benefit?**

Long Term Disability Benefits (LTD) partially replace your income if you become Totally or Partially Disabled while insured.

#### **When do LTD benefits become payable?**

Sun Life (N.Y.) will pay a monthly LTD benefit after the end of your Elimination Period, if Sun Life (N.Y.) receives proof that you are:

- Totally or Partially Disabled due to an Injury or Sickness; and
- under the regular and continuing care of a Physician that provides appropriate treatment and regular examination and testing in accordance with your disabling condition.

#### **What conditions must be met for LTD benefits to continue?**

Sun Life (N.Y.) will pay you an LTD benefit, up to the Maximum Benefit Period, if you provide proof that you continue to be Totally or Partially Disabled and you require the regular and continuing care of a Physician. You need to provide proof when Sun Life (N.Y.) asks for it, but the proof is at your expense. You need to provide Sun Life (N.Y.) with proof of your monthly earnings (if applicable) on a quarterly basis.

#### **What is the Total Disability Benefit?**

If you are Totally Disabled, your Net Monthly Benefit will be calculated based on the Total Disability Benefit formula. You will qualify for this benefit if:

- you are not working or you are working but you are earning less than 20% of your Indexed Total Monthly Earnings; and
- during your Elimination Period and the next 24 months, you, because of your Injury or Sickness, are unable to perform the Material and Substantial Duties of your Own Occupation.

## **BENEFIT PROVISIONS**

### **LONG TERM DISABILITY INCOME INSURANCE**

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

#### **How is the Total Disability Benefit calculated?**

To determine your Total Disability Benefit:

1. Take the lesser of:
  - a. your Total Monthly Earnings multiplied by the Benefit Percentage (shown in the Benefit Highlights); or
  - b. your Maximum Monthly Benefit (shown in the Benefit Highlights); then
2. Subtract Other Income Benefits from the amount determined in Step 1.

#### **What is the Partial Disability Benefit?**

If you are Partially Disabled, your Net Monthly Benefit will be calculated based on the Partial Disability Benefit formula. You will qualify for this benefit if:

- you are working and have Disability Earnings of more than 20% but less than 80% of your Indexed Total Monthly Earnings; and
- during your Elimination Period and the next 24 months, you, because of your Injury or Sickness, are unable to perform the Material and Substantial Duties of your Own Occupation.

## **BENEFIT PROVISIONS**

### **LONG TERM DISABILITY INCOME INSURANCE**

After Total or Partial Disability LTD benefits combined have been paid to you for 24 months, you will continue to qualify for this benefit if you are unable to perform with reasonable continuity any Gainful Occupation for which you are or become reasonably qualified for by education, training or experience and you have Disability Earnings of less than 60% of your Indexed Total Monthly Earnings.

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

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

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

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

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

## **BENEFIT PROVISIONS**

### **LONG TERM DISABILITY INCOME INSURANCE**

(A divided by B) multiplied by C

where:

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

B = your Indexed Total Monthly Earnings.

C = your Total Disability Benefit.

#### **What are Other Income Benefits?**

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

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

## **BENEFIT PROVISIONS**

### **LONG TERM DISABILITY INCOME INSURANCE**

- a. any other group insurance plan of your Employer;
  - b. any governmental retirement system as a result of your job with your Employer.
5. The benefits you elect to receive under your Employer's Retirement Plan as follows:
- a. any disability benefits;
  - b. the Employer-paid portion of any Retirement Benefits. (Disability benefits that reduce your 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 you receive.
  - b. Disability benefits your spouse, child or children receive because of your Total or Partial Disability, unless the dependent benefits are paid directly to your divorced spouse or to your children in custody of your divorced spouse.
  - c. Retirement benefits received by you.
  - d. Retirement benefits your spouse, child or children receive because of your receipt of retirement benefits, unless the dependent benefits are paid directly to your divorced spouse or to your children in custody of your divorced spouse.

If your Total or Partial Disability begins after your Social Security Normal Retirement Age, your Social Security Retirement Benefits will not be offset if, prior to your Total or Partial Disability, you were already receiving Social Security Retirement Benefits.

## **BENEFIT PROVISIONS**

### **LONG TERM DISABILITY INCOME INSURANCE**

7. Any accumulated sick leave or salary continuation paid to you by your Employer which causes your Net Monthly Benefit, plus Other Income Benefits and any accumulated sick leave or salary continuation, to exceed 100% of your Total Monthly Earnings. The amount in excess of 100% of your Total Monthly Earnings will be used to reduce your Net Monthly Benefit.
8. Any amount you receive due to income replacement or lost wages paid to you by compromise, settlement or other method as a result of a claim for any Other Income Benefit.
9. Any amount you receive from a voluntary separation of employment agreement from your Employer including severance pay or any other income settlement of an employment contract.

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

#### **What if I receive payment of Other Income Benefits in a lump sum?**

If you receive a lump sum payment for any Other Income Benefits, Sun Life (N.Y.) 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 (N.Y.).

#### **Am I required to apply for Other Income Benefits?**

You must apply for any Other Income Benefits for which you may be eligible. If such benefits are denied, you must appeal the denial to all administrative levels that Sun Life (N.Y.) deems necessary. Sun Life (N.Y.) has the right to ask for written documentation of your pursuit of Other Income Benefits.

## **BENEFIT PROVISIONS**

### **LONG TERM DISABILITY INCOME INSURANCE**

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

At your request, Sun Life (N.Y.) will assist you (if appropriate) through the various levels of the Social Security claims process. Sun Life (N.Y.) will assist you with your application and also through the appeals process.

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

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

- you have applied for the Other Income Benefits; and
- you agree to appeal any denials of Other Income Benefits to all administrative levels Sun Life (N.Y.) deems necessary; and
- you complete and sign the Sun Life (N.Y.) Reimbursement Agreement.

## **BENEFIT PROVISIONS**

### **LONG TERM DISABILITY INCOME INSURANCE**

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

You must notify Sun Life (N.Y.) 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 (N.Y.) will make an adjustment to the Net Monthly Benefit when Sun Life (N.Y.) receives written notice of the amount of the Other Income Benefit.

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

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

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

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

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

Your monthly LTD benefit will cease on the earliest of:

## **BENEFIT PROVISIONS**

### **LONG TERM DISABILITY INCOME INSURANCE**

- the date you are no longer Totally or Partially Disabled.
- the date you die.
- the end of your Maximum Benefit Period.
- the date you do not provide adequate employment earnings information or proof that you continue to be Totally or Partially Disabled as requested.
- during the first 24 months of Partial Disability, the date your Disability Earnings are more than 80% of your Indexed Total Monthly Earnings.
- after 24 months of Partial Disability, the date your Disability Earnings are more than 60% of your Indexed Total Monthly Earnings.
- for the first 24 months of Total or Partial Disability, the date Sun Life (N.Y.) determines you are able to perform on a full-time basis, the Material and Substantial Duties of your Own Occupation, even if you choose not to work.
- after the first 24 months of Total or Partial Disability, the date Sun Life (N.Y.) determines you are able to perform on a full-time basis any Gainful Occupation for which you are or become reasonably qualified for by education, training or experience, even if you choose not to work.

## **BENEFIT PROVISIONS**

### **LONG TERM DISABILITY INCOME INSURANCE**

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

However, if you normally performed your Own Occupation on an average in excess of 40 hours per week, Sun Life (N.Y.) will consider you as being able to perform that requirement if you work or have the capacity to work 40 hours per week.

#### **What happens if I return to full-time work and become disabled again?**

Sun Life (N.Y.) will treat this new Total or Partial Disability as part of your prior Total or Partial Disability if you returned to work and were Actively at Work for less than:

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

You will not have to complete a new Elimination Period.

Your monthly LTD benefit will be subject to the same terms and conditions as were applicable to the original Total or Partial Disability.

Your monthly LTD benefit will not continue if:

- you become eligible for coverage under any other group LTD policy; or
- the Group Policy terminates.

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

## **BENEFIT PROVISIONS**

### **LONG TERM DISABILITY INCOME INSURANCE**

#### **What are the Rehabilitation Services?**

If you become Totally or Partially Disabled, Sun Life (N.Y.) may determine that you are a suitable candidate to receive vocational Rehabilitation Services. In order for you to be eligible for such services, you must have the functional capacity to successfully complete a Rehabilitation Program. These services include, but are not limited to:

- job modification;
- job placement;
- retraining;
- other activities reasonably necessary to help you return to work.

Participation in a rehabilitation assessment or a Rehabilitation Program is at Sun Life (N.Y.)'s expense. Sun Life (N.Y.) will work with you, your employer, your Physician and others, as appropriate, to develop a Rehabilitation Program.

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

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

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

## **BENEFIT PROVISIONS**

### **LONG TERM DISABILITY INCOME INSURANCE**

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

If you participate in a Sun Life (N.Y.) approved Rehabilitation Program, you will receive the greater of:

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

To calculate the increased benefit:

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

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

This increased amount will cease on the earliest of:

- the date you complete the Rehabilitation Program; or
- the date you cease to participate in the Rehabilitation Program; or
- the date your LTD benefits cease; or
- 12 months after your Rehabilitation Program began.

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

A Survivor Benefit equal to 6 times your last Gross Monthly Benefit is payable in a lump sum to your Eligible Survivor if Sun Life (N.Y.) receives satisfactory proof that you died:

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

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

## **BENEFIT PROVISIONS**

### **LONG TERM DISABILITY INCOME INSURANCE**

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

Your spouse or your children, if living.

#### **What is the Pension Contribution Benefit?**

Sun Life (N.Y.) will pay an additional benefit to your Employer or Plan Administrator for deposit in your Employer Sponsored 403(b) Plan.

#### **When am I eligible for a Pension Contribution Benefit?**

You are eligible if:

- you are receiving Total Disability Benefit payments; and
- you are a participant in your Employer Sponsored 403(b) Plan; and

#### **How much is my Pension Contribution Benefit?**

(If you have 7 or more years of Service)

Your Pension Contribution Benefit is the lesser of:

- 10%; or
- the actual contribution percentage that your Employer deposited monthly on your behalf in your Employer Sponsored 403(b) Plan.

(If you have less than 7 years of Service)

Your Pension Contribution Benefit is the lesser of:

- 7%; or
- the actual contribution percentage that your Employer deposited monthly on your behalf in your Employer Sponsored 403(b) Plan.

## **BENEFIT PROVISIONS**

### **LONG TERM DISABILITY INCOME INSURANCE**

#### **When does my Pension Contribution Benefit terminate?**

Your Pension Contribution Benefit will terminate on the earliest of:

- the date you are no longer eligible to receive Total Disability Benefits;
- the date you die;
- the date you are no longer an eligible participant in your Employer Sponsored 403(b) Plan;
- the date your Employer Sponsored 403(b) Plan is frozen or terminated;
- the end of your Maximum Benefit Period; or
- the date you do not provide proof that you continue to be Totally Disabled as requested.

#### **What are the Limitations?**

No LTD benefit will be payable to you for any Total or Partial Disability during any of the following periods:

- any period you are no longer under the regular and continuing care of a Physician providing appropriate treatment and regular examination and testing in accordance with your disabling condition, unless you have reached your maximum point of recovery and are still Totally or Partially Disabled.
- any period you do not submit to any medical examination or clinical assessment requested by Sun Life (N.Y.).
- any period of your Total or Partial Disability that is due to Mental Illness, unless you are under the continuing care of a specialist in psychiatric care.

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

## **BENEFIT PROVISIONS**

### **LONG TERM DISABILITY INCOME INSURANCE**

Benefits after the first 24 months are payable only if you are confined in a Hospital or Institution licensed to provide psychiatric treatment.

If you continue to be Totally or Partially Disabled when discharged from a Hospital or Institution licensed to provide psychiatric treatment, Sun Life (N.Y.) will continue your LTD Benefit payment for up to 90 days. If you become reconfined in a Hospital or Institution during the 90 day period and remain confined for at least 14 consecutive days, Sun Life (N.Y.) will continue your LTD benefit payments during your reconfinement. Upon discharge, you will be eligible for up to an additional 90 days of LTD benefit payments if you continue to be Totally or Partially Disabled.

#### **What are the Exclusions?**

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

- intentionally self-inflicted injuries.
- war, declared or undeclared, or any act of war.
- your active participation in a riot, rebellion or insurrection.
- your participation in a felony.
- any loss sustained or contracted in consequence of your being intoxicated.
  
- a Pre-Existing Condition.

**Pre-Existing Condition** means during the 3 months prior to your Effective Date of Insurance, you:

- received medical treatment, consultation, care or services, including diagnostic measures, or
- took prescribed drugs or medicines; or
- had symptoms which would have caused an ordinarily prudent person to have consulted a health care provider for diagnosis, care or treatment.

## **BENEFIT PROVISIONS**

### **LONG TERM DISABILITY INCOME INSURANCE**

**Pre-Existing Condition for increases in amounts of insurance** means during the 3 months prior to your Effective Date of any increase in your amount of insurance, you:

- received medical treatment, consultation, care or services, including diagnostic measures, or
- took prescribed drugs or medicines; or
- had symptoms which would have caused an ordinarily prudent person to have consulted a health care provider for diagnosis, care or treatment.

#### **Pre-Existing Condition Exclusion Exception**

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

The Pre-Existing Condition Exclusion also will not apply to the initial amount of insurance or for any subsequent increases if you have been insured under the Group Policy for the immediately preceding 3 months prior to your Total or Partial Disability and during that period you have not:

- received any medical treatment, consultation, care or services, including diagnostic measures; or
- taken prescribed drugs or medicines; or
- had symptoms which would have caused an ordinarily prudent person to consult a health care provider for diagnosis, care or treatment.

To determine satisfaction of the above Pre-Existing Condition Exclusion, you will be given credit for the time you were insured under a previous group, blanket or employer LTD plan, if your previous coverage was continuous to a date not more than 60 days prior to your Effective Date of Insurance under the Group Policy.

## **BENEFIT PROVISIONS**

### **LONG TERM DISABILITY INCOME INSURANCE**

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

#### **What happens when my Employer transfers Insurance Carriers to Sun Life (N.Y.)?**

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

If you are not Actively at Work on May 1, 2001 you will be insured if:

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

If you continue to be not Actively at Work and subsequently become Totally or Partially Disabled on or after May 1, 2001, any LTD benefit payable will be the lesser of:

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

All other provisions of Sun Life (N.Y.)'s Group Policy will apply.

## CLAIM PROVISIONS

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

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

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

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

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

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

When Sun Life (N.Y.) has received written notice of claim, Sun Life (N.Y.) 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 (N.Y.) without waiting to receive the proof of claim forms.

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

**for a Death Claim** (accidental or otherwise) - proof of claim needs to be given to Sun Life (N.Y.) prior to any payment of a death claim.

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

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

## **CLAIM PROVISIONS**

If proof cannot be given within these time limits, proof must be given as soon as reasonably possible.

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

Proof of Claim consists of at least the following information:

- what the loss or disability is;
- the date the loss or disability occurred; and
- the cause of the loss or disability.

(For example: a Death Claim would include at least the Death Certificate for Proof of Claim)

Proof of Claim for Long Term Disability Insurance includes, but is not limited to, Hospital records; Physician records; Psychiatric records; X-rays, narrative reports, or other diagnostic testing materials as required.

Sun Life (N.Y.) may require as part of the Proof, authorizations to obtain medical and non-medical information.

Proof of your continued disability and regular and continuous care by a Physician must be given to Sun Life (N.Y.) within 30 days of the request for proof.

Proof must be satisfactory to Sun Life (N.Y.).

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

Benefits are payable when Sun Life (N.Y.) receives satisfactory Proof of Claim.

## CLAIM PROVISIONS

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

Sun Life (N.Y.) will send you a written notice of decision on your claim within a reasonable time after Sun Life (N.Y.) receives the claim but not later than 45 days after receipt of the claim. If Sun Life (N.Y.) cannot make a decision within 45 days after receiving your claim, Sun Life (N.Y.) will request a 30 day extension as permitted by U.S. Department of Labor regulations. If Sun Life (N.Y.) cannot render a decision within the extension period, Sun Life (N.Y.) will request an additional 30 day extension. Any request for extension 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 you failed to provide necessary information, the period for making the benefit determination is tolled from the date Sun Life (N.Y.) sends notice of the extension to you until the date on which you respond to the request for additional information. You will have at least 45 days to provide the specified information.

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

If Sun Life (N.Y.) denies all or any part of your claim, you will receive a written notice of denial setting forth:

1. the specific reason or reasons for the denial;
2. the specific Group Policy provisions on which the denial is based;
3. your right to receive, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits;
4. a description of any additional material or information needed to prove entitlement to benefits and an explanation of why such material or information is necessary;
5. a description of the appeal procedures and time limits;
6. your right to bring a civil action under ERISA, §502(a) following an adverse determination on review;

## CLAIM PROVISIONS

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

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

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

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

Sun Life (N.Y.) will review the claim on receipt of the written request for review, and will notify you of Sun Life (N.Y.)'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 (N.Y.) will notify you in writing of the special circumstances requiring the extension and the date by which Sun Life (N.Y.) expects to make a determination on review. The extension cannot exceed a period of 45 days from the end of the initial review period.

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

## CLAIM PROVISIONS

### What if my claim is denied on review?

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

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

### Who are benefits payable to?

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

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

## **CLAIM PROVISIONS**

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

All other benefits payable during your lifetime are payable to you.

If your Beneficiary is a minor or is not competent, Sun Life (N.Y.) has the right to pay up to \$500 to the person or institution that appears to have assumed custody and main support for the minor, until the appointed legal representative makes a formal claim. If Sun Life (N.Y.) pays benefits in good faith to a person or institution, Sun Life (N.Y.) will not have to pay those benefits again.

### **Can I change my Beneficiary?**

You can change your Beneficiary at any time, unless you have stated your choice of Beneficiary is irrevocable or you have assigned your interest in your Life Insurance to another person. Any request for change of Beneficiary must be in a written form and will take effect on the date you sign and file the change with your Employer. If Sun Life (N.Y.) has taken any action or made payment before receiving notice of that change, your change of Beneficiary will not affect any action or payment made by Sun Life (N.Y.). The consent of your Beneficiary is not required to change any Beneficiary unless the Beneficiary designation was irrevocable.

### **Can I assign my Life Insurance?**

You can transfer ownership of your Life Insurance under the Group Policy by means of an absolute assignment. You cannot make an absolute assignment to your Employer. All your rights and duties as owner are transferred to the new owner. The new owner can make any change the Group Policy allows, such as a change of Beneficiary.

If you made an assignment under your Employer's plan prior to the effective date of the Group Policy, that assignment remains in force with respect to the Group Policy.

## **CLAIM PROVISIONS**

Any assignment must be in a written form and will take effect on the date you sign and file the assignment with your Employer. If Sun Life (N.Y.) has taken any action or made payment before receiving notice of that change, the assignment will not affect any action or payment made by Sun Life (N.Y.). Sun Life (N.Y.) will not be responsible for the legal, tax or other effects of any assignment.

## **GENERAL PROVISIONS**

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

All statements made in any application are considered representations and not warranties. No representation by you in applying for insurance under the Group Policy will be used to reduce or deny a claim unless a copy of your written application for insurance is or has been given to you or to your Beneficiary, if any.

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

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

If relevant facts about you are not accurate:

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

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

### **What are Sun Life's (N.Y.) examination rights?**

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

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

This right may be used as often as reasonably required.

## **GENERAL PROVISIONS**

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

No legal action may start:

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

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

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

### **Can the Policyholder act as a Sun Life (N.Y) agent?**

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

## DEFINITIONS

**These are some of the general terms you need to know.**

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

You are considered Actively at Work on any day that is not your regular scheduled work day (e.g., you are on vacation or holiday) as long as you were Actively at Work on your immediately preceding scheduled work day, and you:

- are not hospital confined; or
- are not disabled due to an injury or sickness.

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

- are not hospital confined; or
- are not disabled due to an injury or sickness.

**Eligibility Date** means the date or dates you become eligible for insurance under the Group Policy. Classes eligible for insurance are shown in the Benefit Highlights.

**Employee (You)** means a person who is employed by the Employer, scheduled to work at least the number of hours shown in the Benefit Highlights, and paid regular earnings.

**Employer** means Marist College and includes any Subsidiary or Affiliated company insured under the Group Policy.

**Evidence of Insurability** means a statement or records of your medical history upon which acceptance for insurance will be determined by Sun Life (N.Y.).

## DEFINITIONS

**Injury** means bodily impairment resulting directly from an accident and independently of all other causes. Any Injury must occur and Disability must begin while you are insured under the Group Policy.

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

- licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- legally qualified as a medical practitioner and required to be recognized, under the Group Policy for insurance purposes, according to the insurance regulations of the governing jurisdiction.

The Physician cannot be you, your spouse or the parents, brothers, sisters or children of you or your spouse.

**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 you and is not funded entirely by your contributions. The term does not include a 401(k) 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.

Your Employer's Retirement Plan will include any Retirement Plan:

- which is part of any federal, state, county, municipal, association retirement system or Marist College Private Retirement Plan; and
- you are eligible for as a result of your employment with your Employer.

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

## DEFINITIONS

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

## DEFINITIONS

**These are Life Insurance terms you need to know.**

**Beneficiary** means the person (it cannot be your Employer) who is entitled to receive death benefit proceeds as they become due under the Group Policy. A Beneficiary must be named by you on a form acceptable to Sun Life (N.Y.) and executed by you.

**Maximum Benefit** means the largest amount of insurance available to you under the Group Policy. The Maximum Benefit is shown in the Benefit Highlights.

**Retired Employee** means you are a former Employee of your Employer with at least 7 years of service and prior to your retirement you were insured as an active Employee.

To be considered a retired employee, you must be receiving a pension from your Employer or receiving a pension as a result of your employment with your Employer.

**Retirement** for the purposes of your being considered retired means the first of the following dates to occur:

1. the effective date of your retirement benefits under:
  - a. any plan of a federal, state, county, municipal or an association retirement system for which you are eligible as a result of your employment with your Employer;
  - b. any Retirement Plan your Employer sponsors; or
  - c. any Retirement Plan your Employer makes or has made contributions to.
2. the effective date of your retirement benefits under the Social Security Act or any similar plan or act. However, if you meet the definition of an Employee Actively at Work and you are receiving retirement benefits under the Social Security Act or similar plan or act, you will not be considered retired.

## DEFINITIONS

**Terminally Ill or Terminal Illness** means your Sickness or physical condition that is certified by a Physician to reasonably be expected to result in your death within twelve months or less.

**Total Disability or Totally Disabled** for purposes of determining eligibility for Waiver of Premium, means because of your Injury or Sickness, you are unable to perform the material and substantial duties of any occupation for which you are or become reasonably qualified for by education, training or experience.

## DEFINITIONS

**These are Long Term Disability insurance terms you need to know.**

**Disability Earnings** means the employment income you receive while Partially Disabled or income you receive while participating in an approved Rehabilitation program.

**Elimination Period** means a period of continuous days of your Total or Partial Disability when no LTD benefit is payable. Your Elimination Period is shown in the Benefit Highlights and begins on your first day of Total or Partial Disability.

If you return to work for 15 working days or less during your Elimination Period and cannot continue working, your Total or Partial Disability will be treated as continuous. Only those days that you are Totally or Partially Disabled will count toward satisfying your Elimination Period.

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

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

**Gross Monthly Benefit** means your monthly LTD benefit before any reduction of Other Income Benefits and before any reduction of Disability Earnings.

**Indexed Total Monthly Earnings** means your Total Monthly Earnings prior to the date your 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.

## DEFINITIONS

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

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

**Mental Illness** means mental, nervous, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, dysfunction or syndrome regardless of cause, including any biological or biochemical disorder or imbalance of the brain. Mental Illness includes, but is not limited to, bipolar affective disorder, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, anxiety and anxiety disorders and any other mental and nervous condition classified in the Diagnostic and Statistical Manual of the American Psychiatric Association (DSM), 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 you performed as it is generally recognized in the national economy immediately prior to the first date Total or Partial Disability began. Own Occupation is not limited to the job or position you performed for the Employer or performed at any specific location.

## DEFINITIONS

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

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

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

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

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

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

## **DEFINITIONS**

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

Marist College Employee Benefit Plan (The Plan) has been established to provide welfare benefits for its employees.

The Employee Retirement Income Security Act of 1974 (ERISA) requires that the Plan Administrator provide you with a Summary Plan Description which discloses required information about the employee benefit plan. The following section entitled "Summary Plan Description" is not part of the Group Insurance Policy. The information in the Summary Plan Description is provided by the Policyholder and is included in this Booklet/Certificate for your convenience. Sun Life Insurance and Annuity Company of New York assumes no responsibility for the accuracy or sufficiency of the information in the Summary Plan Description.

### **SUMMARY PLAN DESCRIPTION**

**Plan Sponsor:** Marist College  
290 North Rd  
Poughkeepsie, NY 12601

**Plan Administrator:** Marist College  
290 North Rd  
Poughkeepsie, NY 12601

The Plan Administrator has authority to control and manage the operation and administration of the Plan.

**Agent for Service of Legal Process:**

Marist College  
290 North Rd  
Poughkeepsie , NY 12601

**Employer Identification Number (EIN):** 14-1442493

**Plan Number:** 502

**End of Plan Year:** June 30th

**Type of Administration:** The Plan is administered by the Plan Administrator. The benefits provided by the Group Insurance Policy issued by Sun Life Insurance and Annuity Company of New York are included in the Plan.

**Participants:** The insured employees described in the Sun Life Insurance and Annuity Company of New York Booklet/Certificate.

**Plan Changes and Termination:** The Plan Administrator may amend, modify or terminate the Plan.

**Contributions:** The cost of your benefits under the Plan is paid for by your employer and (if applicable) include the cost of any insurance premiums contributed by you.

**Funding:** Sun Life (N.Y.) provides the Plan Administrator with certain insurance benefits in connection with the Plan. Those insurance benefits are described in your Booklet/Certificate.

**Claims Procedure:** When you or your beneficiary wish to file a claim under the Plan, you should contact your personnel office for claim forms and instructions for filing. Your Booklet/Certificate explains the procedure for filing a claim under the Group Insurance Policy.

If your claim for benefits is denied in whole or in part, you will receive a written notice within the time required by ERISA from the date you filed your claim, stating the reasons why your claim was denied. You will then have the right, upon written notice from you or your authorized representative, to review that claim denial. The claim denial notice will include the name and address of the person you may ask for such a review. Additional information about claims submitted and review procedures may be obtained by contacting your Plan Administrator.

### **Your Rights under ERISA:**

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

### **Receive Information About Your Plan and Benefits**

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) **filed** by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- 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.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your 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, your union, 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.

### **Enforce Your Rights**

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan Documents or the latest annual report 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 Plan 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 of 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.

### **Assistance with Your Questions**

If you have questions about your Plan, you should contact the Plan Administrator. If you have any 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, DC 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.







Sun Life Insurance and Annuity Company of New York  
is a member of the Sun Life Financial group of companies

[www.sunlife-usa.com](http://www.sunlife-usa.com)