

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

**EMPLOYER: CITY OF ATHENS - GENERAL FUND**

EMPLOYER'S EFFECTIVE DATE: OCTOBER 1, 2005

ACCOUNT NUMBER: 008-1366-00

POLICYHOLDER: TRUSTEE OF THE PUBLIC ADMINISTRATION INDUSTRY GROUP INSURANCE FUND (RHODE ISLAND) UNDER TRUST AGREEMENT DATED JANUARY 1, 1994

GROUP POLICY NO: 08-0000

STATE OF ISSUE: RHODE ISLAND

This Certificate cancels and replaces any prior Short Term Disability Certificate issued to you.

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

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



President

GC-C-1.1

GROUP SHORT TERM DISABILITY INSURANCE CERTIFICATE  
LAST DATE PRINTED: December 6, 2007

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## PART 1: INSURANCE SCHEDULE

**Employee:**

EACH FULL-TIME NON-UNION EMPLOYEE

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

First of the month coinciding with or following 60 days of employment

### SHORT TERM DISABILITY INSURANCE

<b>Classification of Employee</b>	<b>Weekly Benefit*</b>
EACH EMPLOYEE	\$160

\*The Weekly Benefit will in no event exceed 70% of your Basic Weekly Earnings.

\*Subject to reduction by any Other Income.

**When The Weekly Benefit Begins:**

Injury: The first day of Total Disability

Maximum Number of Weeks of Benefit: 26 weeks

Sickness: The eighth consecutive day of Total Disability

Maximum Number of Weeks of Benefit: 26 weeks

## PART 2: DEFINITIONS

### Actively At Work

You are actively at work if you are:

1. Actively working at your Employer's usual place of business or at such place or places that the Employer's normal course of business may require;
2. Performing all of the duties of your regular occupation and working an average of at least 30 hours per week (unless otherwise shown in the INSURANCE SCHEDULE) for the most recent 3 months or your period of employment, whichever is less; and
3. Not confined in any institution providing care or treatment of physical or mental infirmities.

### Eligible Employee

Someone who under the terms of the policy:

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

If your earnings from the Employer are reported to the Internal Revenue Service on Form 1099 or other form designated by the Internal Revenue Service to report payments to an independent contractor rather than payments to an employee, you will not be considered to be an Eligible Employee unless approved by us in writing.

### Employee

Someone who meets the following requirements:

1. Is an employee of the Employer, as stated in PART 1: Insurance Schedule;
2. Regularly works at least 30 hours per week at the Employer's usual place of business or at such place or places that the Employer's normal course of business may require, unless otherwise stated in PART 1: Insurance Schedule;
3. Is paid for such work in accordance with applicable Wage and Hour Laws; and
4. Is in a classification eligible for insurance as shown in the Employer's Plan of Insurance or as noted in the Insurance Schedule if applicable.

### Employer (Eligible Employer)

The Employer shown on the first page.

### Evidence of Insurability

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

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

### Proof

Any information that is:

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

### Reasonable Accommodation

An adjustment or alteration that enables you to return to work including, but not limited to, the following:

1. Making an existing work facility accessible and usable;
2. Acquiring or modifying equipment or devices; and
3. Job restructuring.

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

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

### You (you, Your, your)

The Employee.

## **PART 3: EMPLOYEE INSURANCE**

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

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

"Full-time continuous active service" means that you satisfy the Actively At Work definition at all times during said Waiting Period except that minor interruptions for a total period of not more than five days in the aggregate during such Waiting Period will be disregarded.

### **Conditions of Insurability**

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

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

### **Effective Date of Insurance**

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

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

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

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

### **Increases in Insurance**

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

1. The date of the increase; or
2. The date we approve any required Evidence of Insurability.

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

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

### **Decreases in Insurance**

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

## PART 4: SHORT TERM DISABILITY INSURANCE: DEFINITIONS

### Any Occupation

Any gainful occupation that you are qualified for or may reasonably become qualified for by education, training or experience. Your level of earnings from your prior occupation will be considered in determining any occupation.

### Basic Weekly Earnings

Your regular weekly rate of pay from your Employer immediately before a Period of Disability starts. It does not include over-time pay, bonus pay, or any other special compensation. If you are an hourly paid employee, we will include your rate of pay based on a work week of no more than 40 hours.

### Continuing Care

You visit a Physician whose medical specialty is the most appropriate specialty to evaluate, manage or treat your Sickness or Injury and you receive care and treatment as frequently as is medically necessary according to generally accepted medical standards.

### Demonstrated Relationship

With respect to Partial Disability, the Sickness or Injury must be the material and substantial factor in causing the earnings loss. A Sickness or Injury would not have a Demonstrated Relationship to a Disability if the earnings loss was produced primarily by causes which are not related to a Sickness or Injury.

### Disability and Disabled

Disability means that you are either Totally Disabled or Partially Disabled.

If a particular occupation requires a license, you will not be considered Disabled solely because you are unable to obtain a license or continue to qualify for a license.

### Full-time Basis

A regular work schedule of at least 30 hours per week.

### Hospital

A facility described in A or B below:

- A. An institution that is primarily engaged in providing medical care and treatment to sick and injured persons on an inpatient basis and fully meets all the conditions in 1 or 2 below:
  1. It is a short-term, acute, general hospital that meets all the requirements in items a through e below:
    - a) it is primarily engaged in providing by or under the continuous supervision of Physicians, to inpatients, diagnostic and therapeutic services for diagnosis, treatment, and care of injured or sick persons.
    - b) it has an organized department of medicine and maintains facilities on the premises for major operative surgery.
    - c) it has a requirement that every patient must be under the care of a Physician or Dentist.
    - d) it provides 24 hours nursing service by or under the supervision of a registered nurse (R.N.).
    - e) it is duly licensed as such by the agency responsible for licensing such hospitals.
  2. It is a psychiatric hospital that is licensed by the jurisdiction in which it operates.
- B. An ambulatory surgical center (by whatever name called) that meets all the following conditions:
  1. It has a staff of Physicians.
  2. It has fixed facilities that are equipped and operated mainly for surgery.
  3. It has continuous services of Physicians and registered nurses (R.N.) when a patient is there.
  4. It is licensed as such by the jurisdiction in which it operates.
  5. It is not part of a hospital.
  6. It is not run by one or more physicians mainly for their own patients.
  7. It is not used mainly to end pregnancies.
  8. It does not provide overnight accommodations.

### Income Replacement

Income Replacement means the sum of:

1. Your Weekly Benefit for Partial Disability;
2. Other Income as defined in the "Other Income" section of this Certificate; and
3. Any earnings you receive while collecting the benefits payable under the policy, including any earnings received from your employment while you are Partially Disabled.

**Injury**

A bodily injury resulting directly from an accident and independently of all other causes.

## **Partial Disability and Partially Disabled**

A Partial Disability must be caused by Sickness or Injury and must commence immediately following a Total Disability during which you were eligible to receive benefits under this plan. You will be considered Partially Disabled if you are:

1. Unable to perform all the material duties of your Regular Occupation on a Full-time Basis; and
2. Performing at least one of the material duties of your Regular or Any Occupation on a Full-time or Part-time basis.

## **Participation in a Riot**

The words "Participation" and "Riot" in this phrase mean:

Participation - includes promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in, but will not include actions taken in defense of public or private property, or actions taken in defense of the person of the insured, if such actions of defense are not taken against persons seeking to maintain or restore law and order including but not limited to police officers and firefighters.

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

## **Part-time Basis**

A regular work schedule of fewer than 30 hours per week.

## **Period of Disability**

The number of consecutive days that you are Disabled beginning with the first day you are:

1. Totally Disabled; and
2. Under the regular and Continuing Care of a Physician for the Sickness or Injury causing your Disability.

## **Physician**

A person who fulfills all requirements of 1, 2 and 3 below:

1. Is a legally qualified Doctor of Medicine;
2. Is acting within the scope of his or her license; and
3. Is someone other than a member of your immediate family. Immediate family is limited to:
  - a) you;
  - b) your spouse; and
  - c) parents, brothers, sisters or children of either you or your spouse, whether related by blood or marriage.

## **Regular Occupation**

The occupation you are performing when your Period of Disability commences. This refers to your occupation as it is typically performed rather than the duties required by a specific employer or at a specific location.

## **Sickness**

Disease or illness; or mental, emotional, or nervous disorder; or pregnancy.

## **Total Disability and Totally Disabled**

Total Disability must be caused by Sickness or Injury and must commence while you are insured under the policy. You will be considered Totally Disabled if you are unable to perform all the material duties of your Regular Occupation.

## **PART 5: SHORT TERM DISABILITY INSURANCE: WEEKLY BENEFIT**

### **Eligibility for the Weekly Benefit**

We will pay you the Weekly Benefit shown in the Insurance Schedule for a Period of Disability, subject to all of the terms of the policy, if you satisfy all of the following conditions:

1. You must send Proof to us that you have become Totally Disabled;
2. You must be insured under the policy at the time your Total Disability commences; and
3. You must be under the regular and Continuing Care of a Physician for the Sickness or Injury causing your Total Disability.

### **Payment of the Weekly Benefit**

The Weekly Benefit will be payable as follows:

1. For a Disability that results from an Injury, benefits will be payable from the day specified in the Insurance Schedule. If you are confined in a Hospital overnight or have outpatient surgery in a Hospital, benefits will be payable from the first day you are so confined or the day you have outpatient surgery.
2. For a Disability that results from Sickness, benefits will be payable from the day specified in the Insurance Schedule. If you are confined in a Hospital overnight or have outpatient surgery in a Hospital, benefits will be payable from the first day you are so confined or the day you have outpatient surgery.
3. For each day for which a benefit is payable, the amount payable will be equal to 1/7 of the Weekly Benefit.

### **Weekly Benefit for Partial Disability**

If you become Partially Disabled, we will pay you a reduced Weekly Benefit as follows:

1. The Weekly Benefit will be reduced by 50% of any earnings you receive from your employment while you are Partially Disabled; and
2. If your Income Replacement exceeds 100% of your Basic Weekly Earnings in effect prior to your Total Disability, the Weekly Benefit will be further reduced by the amount in excess of 100%.

### **When Payment of the Weekly Benefit Ends**

We will continue to pay you the Weekly Benefit, subject to all of the terms of the policy, until the earliest of:

1. The date you cease to be Disabled;
2. The date you reach the Maximum Number of Weeks of Benefit shown in the Insurance Schedule;
3. The date you fail to give us required Proof that you are still Disabled;
4. The date you refuse to allow an examination we request or fail to cooperate fully during such examination;
5. The date you are no longer under the regular and Continuing Care of a Physician;
6. The date you die; or
7. The date you commit an act of material misrepresentation to obtain benefits under the policy.

## Restrictions

We will not pay benefits:

1. For any day on which you engage in any work for pay or profit, except while you are Partially Disabled.
2. For any Disability that results from an Injury arising out of or in the course of any work for pay or profit unless you are:
  - a) a corporate officer of the Employer, or a partner or proprietor of the Employer; and
  - b) not covered under any Workers' Compensation Law or similar law.
3. For any Disability:
  - a) that results from Sickness; and
  - b) for which you are entitled to benefits under any Workers' Compensation Law, Occupational Disease Law or similar law.
4. For any Disability that results from:
  - a) war, declared or undeclared, or any act of war or any resistance to armed invasion or aggression, or international police action with force of arms by any country or by the United Nations or any other assembly of nations;
  - b) your active Participation in a Riot;
  - c) your attempted suicide or intentionally self-inflicted Injury; or
  - d) your participation in the commission of a felony.
5. For any day that you are confined in a penal or correctional institution for conviction of a criminal or public offense.

## Successive Periods of Disability

Successive Periods of Disability:

1. That are separated by less than 14 days during which you are Actively At Work will be considered one Period of Disability unless the subsequent Total Disability:
  - a) is due to an Injury or Sickness that is wholly unrelated to the cause of the previous Total Disability; and
  - b) starts after you are again Actively At Work.
2. That are separated by 14 days or more during which you are Actively At Work will be considered separate Periods of Disability. (See item 3 below for exception.)
3. That are due to Injuries received in one accident will be considered one Period of Disability.

## Claim Payments

Subject to all the policy provisions, we will pay all Disability Insurance benefits, for which we receive due Proof, to you.

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

## **PART 6: SHORT TERM DISABILITY INSURANCE: OTHER INCOME**

### **Description of Other Income**

Other Income means those benefits indicated below that are provided or available during the same period or as a result of the same disability for which a Weekly Benefit is payable:

1. Any benefits under any state cash sickness plan; or
2. Any disability or retirement benefits for which you and/or your dependents are eligible, whether or not application is made for such benefits, under:
  - a) The United States Social Security Act (Primary Benefits and Family Benefits);
  - b) The Railroad Retirement Act;
  - c) any other similar act or law provided in any jurisdiction.

If you were receiving Social Security Retirement benefits prior to becoming Disabled, we will consider as Other Income only the amount of the increase in your Social Security Retirement benefits which results directly from a reduction in your work earnings.

### **Other Income Reductions**

We will reduce the Weekly Benefit we pay by the amount of any "Other Income" as described in the "Description of Other Income" section.

### **Increases Freeze**

After any "Other Income" amount is finally determined, such amount will not be increased due to subsequent cost of living adjustments or benefit level increases. Additional benefits due to an increased number of dependents or adjustments in the level of benefits initially awarded as a result of further evaluation or re-evaluation of the disability or other conditions giving rise to the "Other Income" payment is not an increase in benefits for the purposes of this paragraph.

### **Application for Other Income**

If you, your spouse, child or children are or become eligible for any "Other Income", you, your spouse, child or children must:

1. Apply for such "Other Income"; and
2. Cooperate with us in making reasonable efforts to reapply for or appeal the denial of any application for such "Other Income".

Until approval or denial is made, the estimated amount you, your spouse, child or children would receive for "Other Income" will be considered your "Other Income" amount. When approval or denial is made, the Weekly Benefits paid or payable will be adjusted as necessary.

### **Lump Sum Payments**

If any "Other Income" is paid in a lump sum, we will reduce the Weekly Benefits paid or payable by the weekly equivalent of that sum as determined below:

1. Over the period of time for which the sum is given, if a period of time is stated; or
2. Over a period of time based on life expectancies and as determined by us.

### **Right of Recovery**

With respect to Other Income, without our consent you shall not enter into any agreement, settlement, or take any action which may prejudice our rights. You must execute and deliver to us documents we may require to protect our rights and do whatever else is required to help us secure our rights. Any amounts which you are entitled to recover from any agreement, settlement or action will be considered as Other Income.

## **PART 7: SHORT TERM DISABILITY INSURANCE: SURVIVOR BENEFIT**

### **Definition of Eligible Survivor**

The term Eligible Survivor means:

1. Your lawful spouse, if living at the time of your death; otherwise
2. Your Child or children living at the time of your death.

### **Definition of Child**

The term "Child":

1. Means a child who is unmarried; receiving more than 50% of support from you; and either under 19 years of age or a full-time student at an accredited college or university and under 25 years of age; and
2. Is limited to your natural born child or other child related to you by blood; your stepchild; your foster child; or your legally adopted child.

### **Conditions Under Which We Will Pay A Survivor Benefit**

We will pay a Survivor Benefit to your Eligible Survivor if:

1. We receive Proof that you died; and
2. You were receiving or were eligible to receive a Weekly Benefit from us due to your Disability for at least 14 consecutive days immediately prior to your death.

The Survivor Benefit will not be paid if there are no Eligible Survivors.

### **Amount Payable to Your Eligible Survivor**

If the above conditions are met, we will pay your Eligible Survivor a lump sum in an amount we will compute as follows:

1. From the Maximum Number of Weeks of Benefit shown in the INSURANCE SCHEDULE, we will subtract the number of weeks in which a benefit was payable to you. Each day for which a benefit is payable will be equal to 1/7 of a week.
2. We will multiply the number of weeks (including any fraction thereof) obtained in item 1 by the Amount of Weekly Benefit you were eligible to receive from us at the time of your death. The result so obtained will be the lump sum payable to your Eligible Survivor.

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

## **PART 8: GENERAL ACCIDENT AND SICKNESS INSURANCE PROVISIONS**

### **Workers' Compensation**

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

### **Facility of Payment**

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

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

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

Method A: We may pay the whole or any part of such benefit to any institution or person on whose charges payment of the benefit is based toward the satisfaction of those charges.

Method B: We may pay the whole or any part of such benefit:

- a) to your lawful spouse up to a cumulative amount of \$1,500; or
- b) if you have no lawful spouse up to a cumulative amount of \$750 to any one or more of the following relatives in the following order of priority:
  - i) your child or children; or
  - ii) your mother or father.

## **PART 9: TERMINATION PROVISIONS**

### **Termination of Employee Insurance**

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

1. On the date you are no longer Actively At Work, except that your insurance will be continued while you are Disabled and entitled to benefits under this plan, provided your premiums continue to be paid;  
Any amount of insurance continued under this item 1 is subject to any reductions set forth in the Insurance Schedule and the terms of both the "Increases in Insurance" and "Decreases in Insurance" sections of EMPLOYEE INSURANCE;
2. On the date you cease to be in a class of Employees who are eligible for such coverage. This means you are no longer an active full-time Employee;
3. On the date you fail to make any required contribution;
4. On the date such coverage is terminated for the class of Employees to which you belong;
5. On the date such coverage is terminated for all Employees;
6. On the date your Employer's participation in the Trust and under the policy is terminated;
7. On the date you are laid off or go on a leave of absence; or
8. On the date you commit an act of material misrepresentation to obtain benefits under the policy.

If your coverage terminates due to a layoff or leave of absence and you return to work for the Employer within 2 months, you will not be required to satisfy a new Waiting Period.

## **PART 10: GENERAL PROVISIONS**

### **The Policy and Application**

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

### **Changes to the Policy**

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

### **Waiver of Policy Provision**

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

### **Assignment**

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

### **Proof of Loss**

To aid in the determination of benefits payable, you will be required to submit all Proofs of claim on forms satisfactory to us within 90 days after the date of loss. If you cannot send such Proof within this time limit, it must be sent as soon as reasonably possible.

As part of Proof of Loss, we have the right to require:

1. Clinical evidence substantiating your Sickness or Injury;
2. Your signed statement identifying all Other Income benefits;
3. Proof that you and your dependents have applied for all Other Income benefits that are available; and
4. Business and financial records or any other pertinent financial documentation we may deem necessary.

We may require additional Proof of your claim at any reasonable time during the Period of Disability. Any additional Proof of your claim must be returned to us within 30 days after we request it.

We have the right at any time to conduct an investigation of your claim. No benefits will be paid until we have had a reasonable time to conduct and complete our investigation.

### **Legal Actions**

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

### **Limit of Premium Refunds**

Whether premiums were paid in error or otherwise, we will refund only that part of the excess premium that was paid during the 12-month period that preceded the date we learned of such overpayment.

### **Fraud**

We will pursue all appropriate legal remedies available under state and federal law to prosecute individuals who commit fraud in applying for coverage or obtaining benefits under the policy.

## Employer Contributions

These disability income benefits may be taxable to the employee as ordinary income based on the amount of premium attributable to Employer contribution in accordance with Internal Revenue Service regulations. We will administer the eligibility and benefit provisions of this plan based on the Employer's contribution to premium at the time of initial plan enrollment. A subsequent change in the amount of Employer contribution may result in a premium adjustment for this coverage. We will require the payment of any required premium adjustments prior to changing the administration of the plan to a contributory basis.

## Clerical Error

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

1. Will not terminate insurance that would otherwise have been effective;
2. Will not continue insurance that would otherwise have ceased or should not have been in effect.

If appropriate, a fair adjustment of premium will be made to correct the error, subject to the "Limit of Premium Refunds" section.

## Misstatement of Facts

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

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

## Physical Examination

Except as otherwise provided in the policy, we have the right to have you examined as often as is reasonably necessary following the receipt of a claim and while a claim is pending, or while any payments are being made under the policy. Approval of claim for benefits and the continuation of benefits are subject to your cooperation in submitting to such examination.

## Notice

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

## Time Periods

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

## Discharge of Our Responsibility

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

## Reimbursement

We have the right to recover from you any and all overpayments due to:

1. Fraud;
2. Any error that we make in processing your claim; and
3. Your receipt of Other Income.

You must reimburse us in full. We may reduce or withhold future benefit payments, including the minimum benefit, to recover any such overpayments. We have the right to recover from you any amount of collection or legal costs we incur to recover the overpayment.

## Non-Discrimination

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

## Telephonic Claim Notification

In lieu of written Proof of Claim, we may accept telephonic notice and Proof. All time limits in the policy applicable to the filing of Proof of Claim and commencement of Legal Actions shall apply to notice and proof filed by telephone or other means acceptable to us.

## **PART 11: REASONABLE ACCOMMODATION EXPENSE BENEFIT**

### **When the Reasonable Accommodation Expense Benefit Is Payable**

The Reasonable Accommodation Benefit will be payable if all of the following conditions are satisfied:

1. You are Disabled and receiving the Weekly Benefit under the policy;
2. You would not be able to return to work without the Reasonable Accommodation;
3. The Reasonable Accommodation is approved by us in writing prior to its implementation.
4. You return to work after the Reasonable Accommodation is implemented.

### **How the Reasonable Accommodation Expense Benefit Is Paid**

We will reimburse the Employer for expenses incurred to provide the Reasonable Accommodation to a maximum benefit amount of \$500. The expenses must be approved by us in writing prior to incurral to be eligible for reimbursement.

Payment of a Reasonable Accommodation Benefit will not reduce the Weekly Benefit amount for which you are eligible.

**END OF  
INSURANCE CERTIFICATE**

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

## Your Rights Under ERISA

As a participant in your employer's benefit plans, 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:

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

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA. If your claim for a benefit is denied or ignored, in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim.

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

Claims for benefits under the Plan are to be submitted to Sun Life and Health Insurance Company (U.S.) as provided herein. Payment of claims under the Plan will be made by Sun Life and Health Insurance Company (U.S.). If your claim for benefits under the Plan is denied, you will receive a written explanation giving detailed reasons for the denial, specific reference to policy provisions on which the denial is based, a description of any additional material or information necessary for you to perfect the claim, and an explanation of why such material or information is necessary, as well as an explanation of the claim appeal procedure.

**Appeal Procedure** If you are not satisfied or do not agree with the reasons for the denial of the claim, you may appeal the decision to the Claims Fiduciary named below. Should you desire a review of the claim decision, you or your designated representative must send a written request to Sun Life and Health Insurance Company (U.S.) within 180 days of your receipt of the benefit determination addressed to:

Leader, Disability Benefits  
Disability Management Services  
Sun Life and Health Insurance Company (U.S.)  
Employee Benefits Group  
175 Addison Road  
P.O. Box 725  
Windsor, CT 06095-0725

Your request should include your account number, the name of your employer and your social security number.

Your appeal **must be in writing** and can be made by you or your duly authorized representative. It must set out the reasons for the appeal and your dissatisfaction or disagreement. You also have the opportunity following this notification to submit written comments, documents, records, and other information relating to your claim for benefits. Any evidence or documentation to support your position should be submitted with your written appeal. Any further review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination. If an internal rule, guideline, protocol, or other similar criterion was relied upon in making your benefits determination, either the specific rule, guideline, protocol, or other similar criterion, or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon, will be provided to you. A copy of such rule, guideline, protocol, or other criterion will be provided free of charge to you upon your request.

Sun Life and Health Insurance Company (U.S.) is the Claims Fiduciary for all claims and appeals. It will promptly review the claim and any appeal. You will be notified of a final decision within 45 days following the Claim Fiduciary's receipt of your written request for review. If special circumstances beyond the Claim Fiduciary's control require an extension of time for processing the appeal, or obtaining more information or conducting an investigation of the facts, you will be notified in writing of this additional 45-day extension prior to the termination of the initial 45-day period. If Sun Life and Health Insurance Company (U.S.) does not receive written request from you or your authorized representative within 180 days of your receipt of benefit determination, Sun Life and Health Insurance Company (U.S.)'s claim decision will be final. Should you disagree with your benefit claims decision following the Plan's review and your appeal, you may bring a civil action under Section 502(a) of the Employee Retirement Income Security Act.

## **Assistance with Your Questions**

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

## **Plan Modification, Amendment and Termination**

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

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

## **Claims Fiduciary**

Sun Life and Health Insurance Company (U.S.) is a fiduciary, as that term is used in ERISA and the regulations which interpret ERISA, with respect to insurance policies under which you, and if applicable, your dependents are insured. In this capacity, we are charged with the obligation, and possess discretionary authority to make claim, eligibility and other administrative determinations regarding those policies, and to interpret the meaning of their terms and language.

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