# SUN LIFE ASSURANCE COMPANY OF CANADA

**Executive Office:** 

One Sun Life Executive Park Wellesley Hills, MA 02481

(800) 247-6875 www.sunlife.com/us

Sun Life Assurance Company of Canada certifies that it has issued and delivered a Group Insurance Policy to the Policyholder shown below.

Policy Number: 952772-001
Policy Effective Date: July 1, 2022
Policyholder: Hope College
Employer: Hope College
Issue State: Michigan

NOTICE TO BUYER. THIS IS A LIMITED BENEFIT CERTIFICATE. THIS CERTIFICATE PROVIDES ACCIDENT ONLY COVERAGE AND DOES NOT PAY BENEFITS FOR LOSS FROM SICKNESS.

#### PLEASE READ YOUR CERTIFICATE CAREFULLY

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

This Certificate is governed by the laws of the Issue State shown above unless otherwise preempted by the federal Employee Retirement Income Security Act ("ERISA").

Signed at Wellesley Hills, Massachusetts

Kevin Strain

President and Chief Executive Officer

Troy Krushel

Vice-President, Associate General Counsel and

Corporate Secretary

**Group Basic Accidental Death and Dismemberment Insurance Certificate** 

**Non-Participating** 



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# 1. BENEFIT HIGHLIGHTS

**Eligible Classes:** All Full-Time United States Faculty, Administrators and Hourly Employees

working in the United States scheduled to work at least 30 hours per week.

All Part-Time United States Employees hired prior to July 1, 2013 working in the United States scheduled to work at least 20 hours per week.

**Eligibility Waiting Period:** None

# 1. BENEFIT HIGHLIGHTS

# EMPLOYEE BASIC ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Classification: 1 All Eligible Faculty, Administrators and Hourly Employees

**Amount of Insurance** 

#### 1. BENEFIT HIGHLIGHTS

### EMPLOYEE BASIC ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Classification: 2 All Eligible Part-Time Employees hired prior to July 1, 2013

### **Amount of Insurance**

An amount of insurance equal to your amount of Employee Basic Life Insurance in force under Group Certificate No. 952772-001.

# The following Additional Benefit(s) are included:

Child Care Benefit

- for you

Coma Benefit

- for you

Common Carrier Benefit

- for you

Dependent Education Benefit

- for you

Portability Benefit

- for you

Repatriation Benefit

- for you

Seat Belt / Air Bag Benefit

- for you

#### **Contributions**

The cost of your Employee Basic Accidental Death and Dismemberment Insurance is paid entirely by your Employer. This is your non-contributory insurance.

#### 2. DEFINITIONS

**Accident or Accidental** means an external event that an average person would consider sudden and unforeseeable and:

- that results, directly and independently of all other causes;
- · is independent of any illness, disease or other bodily malfunction; and
- · occurs while coverage is in force under the Policy for the Insured.

Accident or Accidental does not mean an unintentional accident caused by or during medical treatment or surgery for Sickness or Injury.

Accident includes accidental drowning and accidental exposure to the elements.

Accident or Accidental does not mean an intentionally self-inflicted injury or suicide or attempted suicide, whether sane or insane.

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

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.

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 neither Confined nor disabled due to an Injury or Sickness.

**Coma** means a confirmed diagnosis of a state of unconsciousness with no reaction to external stimuli or response to internal needs for a continuous period of at least 31 days, and for which period the Glasgow coma score must be 4 or less. The diagnosis of coma must be made by a Physician. Coma does not include: (1) a medically induced coma; or (2) a coma that results from any alcohol or drug use.

**Common Carrier** includes but is not limited to commercial airplanes, trains, buses, taxis, trolleys, subways, ferries and boats that operate on a regularly scheduled basis between predetermined points or cities. Privately chartered vehicles are not Common Carriers.

Confined or Confinement means confined to a Hospital or similar facility.

#### Covered Accident means an Accident that:

- · occurs while the Policy and the Insured's coverage is in force;
- occurs on or after the effective date of insurance; and
- · is not excluded by the Policy or applicable riders or endorsements attached to it.

**Eligibility Waiting Period** means the length of time you must be a member in an Eligible Class before you can apply for insurance. The Eligibility Waiting Period is shown in the Benefit Highlights. Any period of time you were Actively at Work for the Employer as a full-time Employee will count towards completion of the Eligibility Waiting Period.

**Employee** means a person who is employed by the Employer within the United States, who is a U.S. citizen or a U.S. resident, scheduled to work at least the minimum hours shown in the Benefit Highlights, and paid regular earnings, and has a legitimate federal tax identification number. Employee does not include a seasonal or temporary employee whose annual work schedule is less than 12 months during a calendar year.

If you are an Employee and you are working on a temporary assignment outside of the United States for 12 months or less, you will be deemed to be working within the United States. If you are an Employee and you are working on a temporary assignment outside of the United States for more than 12 months, you will not be considered an Employee under the Policy unless we agree in Writing.

**Employer** means the Employer named on the cover page of this Certificate and includes any subsidiary or affiliated company named in the application.

#### 2. DEFINITIONS

**Family Member** means: (a) your spouse, civil union partner or domestic partner and (b) the following relatives of you or your spouse, civil union partner or domestic partner: (1) parent; (2) grandparent; (3) child; (4) grandchild; (5) brother or sister; (6) aunt or uncle; (7) first cousin; (8) nephew or niece. This includes adopted, in-law and step-relatives.

**Hospital** means a facility licensed in the applicable jurisdiction that provides medical care and Treatment to sick and injured persons on an inpatient basis with 24 hour nursing service by or under the supervision of a Physician.

**Injury** means accidental body injury that is the direct result of a Covered Accident. Injuries must be independent of Sickness, disease, bodily infirmity and other causes.

Insured means you.

**Layoff** means that you are temporarily not Actively at Work for a period of time your Employer agreed to in Writing. Your normal vacation time is not considered a temporary Layoff.

**Leave of Absence** means that you are temporarily not Actively at Work for a period of time your Employer agreed to in Writing. Your normal vacation time is not considered a temporary Leave of Absence.

### Loss of Limb, Thumb and Index Finger, Hearing, Sight or Speech

- Loss of Limb means that the foot is completely cut off at or above the ankle joint or the hand is completely cut
  off at or above the wrist.
- Loss of a Thumb and Index Finger means that the thumb and index finger are each completely cut off at the metacarpophalangeal joint.
- Loss of Hearing means the permanent and irrecoverable loss of hearing.
- Loss of Sight of an eye means total and permanent loss of vision of the eye.
- Loss of Speech means the permanent and irrecoverable loss of speech or the ability to speak.

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

**Paralysis** means injury to the brain or spinal cord that results in complete and irreversible loss of use of both arms, both legs or one arm and/or one leg.

- · Hemiplegia is the complete and irreversible Paralysis of one arm and one leg on the same side.
- Paraplegia is the complete and irreversible Paralysis of both legs.
- · Quadriplegia is the complete and irreversible Paralysis of both arms and both legs.

Physician means a person who is operating within the scope of his or her license and is either:

- licensed in the United States or Canada as a medical doctor and authorized to practice medicine and prescribe and administer drugs or to perform surgery; or
- any other duly licensed medical practitioner who is deemed by applicable state or provincial law to have the same authority as a legally qualified medical doctor.

The Physician cannot be you, a business associate or any Family Member.

**Policy** means the group insurance policy under which this Certificate is issued.

Retirement means the first of the following to occur:

- the effective date of your Retirement benefits under:
  - any plan of a federal, state, county, municipal, association retirement system or public retirement system for which you are eligible as a result of your employment with the Employer;
  - any Retirement plan the Employer sponsors; or
  - any Retirement plan to which the Employer:
    - · makes contributions: or
    - has made contributions.
- 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 Employee and are receiving Retirement benefits under the Social Security Act, Public Employees' Retirement System (PERS), State Teachers' Retirement System (STRS) or similar plan or act, you will not be considered retired.

#### 2. DEFINITIONS

Retirement benefits do not include:

- a 401(k) or 403(b) plan;
- a profit-sharing plan;
- a thrift plan;
- a non-qualified plan of deferred compensation;
- an Individual Retirement Account (IRA);
- a Tax Sheltered Annuity (TSA);
- · an Employee Stock Ownership Plan (ESOP).

**Sickness** means disease or illness, mental illness, drug illness, abuse or addiction, and alcohol illness, abuse or addiction, or pregnancy.

**Signed** means any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

**Spouse** means any person who is a party to a marriage and under state, federal or provincial law is recognized as a spouse or civil union partner.

**Treatment** means a Physician's consultation, care or services, diagnostic measures, or the prescription, refill or taking of prescribed drugs or medicines.

We, Us, Our (we, us, our) means Sun Life Assurance Company of Canada.

**Written or Writing** means a record which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

You, Your (you, your) means an Employee who is eligible for insurance under the Policy.

# 3. ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF EMPLOYEE INSURANCE

When are you eligible for Employee Basic Accidental Death and Dismemberment Insurance? You are initially eligible for insurance on the latest of:

- · July 1, 2022;
- the date you are eligible for Employee Basic Life Insurance under Group Certificate No. 952772-001;
- · your first day of employment; or
- · the date you first are Actively at Work in an Eligible Class.

# When does Employee Basic Accidental Death and Dismemberment Insurance start?

Employee Basic Accidental Death and Dismemberment Insurance starts on the later of the date:

- · you are eligible; or
- · you are insured for Employee Basic Life Insurance under Group Certificate No. 952772-001; and

# 5. ADDITIONAL BENEFITS

You are insured for the additional benefits shown below provided you are eligible for those benefits.

These additional benefits are subject to all the terms and conditions of the Policy. In addition to the termination provisions shown in the Eligibility, Effective Dates and Terminations section, termination provisions specific to an

#### 5. ADDITIONAL BENEFITS

The Common Carrier Benefit is 100% of the amount of Basic Accidental Death Benefit payable.

#### **DEPENDENT EDUCATION BENEFIT**

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

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

### What is the Education Benefit for your Dependent Child?

A Dependent Child is eligible for an Education Benefit if the Dependent Child enrolls as a Full-time Student at a post-secondary school before reaching age 25 and within 1 year after your date of death.

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

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

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

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

## What is the Education Benefit for your Spouse?

A Spouse is eligible for an Education Benefit if the Spouse enrolls in any school for the purpose of retraining or developing skills needed for employment within 1 year after your date of death.

The Spouse Education Benefit is the lesser of:

- the expenses paid directly to such school; or
- · \$3,000.

Proof of enrollment and expenses are required prior to payment of the benefit.

#### REPATRIATION BENEFIT

### What is the Repatriation Benefit?

If a Basic Accidental Death Benefit is payable and your death occurs at least 100 miles from your permanent place of residence, we will reimburse the Executor or Administrator of your estate for the reasonable and

#### 5. ADDITIONAL BENEFITS

# What is the Air Bag Benefit?

We will pay an Air Bag Benefit if the Seat Belt Benefit is payable and you were positioned in a seat protected by a Supplemental Restraint System which inflated on impact.

The Air Bag Benefit is 10% of the amount of Basic Accidental Death Benefit payable or \$5,000, whichever is less.

We must receive satisfactory Written proof that your death resulted from an automobile accident and that the Supplemental Restraint System properly inflated. A copy of the police report is required.

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

Supplemental Restraint System means a factory installed air bag which inflates for added protection to the head and chest areas.

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

#### 6. EXCLUSIONS

# What exclusions apply to the benefits payable?

No benefits will be payable for any loss that is the result of a Covered Accident that is due to or results from:

- bodily or mental infirmity or disease of any kind, or an infection unless due to an accidental cut or wound; or
- · war or an act of war, or any type of armed conflict (this does not include acts of terrorism); or
- · riding in or driving any motor-driven vehicle in a race, stunt show or speed test; or
- · Injuries sustained from any aviation activities, other than riding as a fare paying passenger; or
- committing of or attempting to commit a felony or engaging in an illegal occupation or other willful criminal activity.

#### How is a claim submitted?

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

#### **NOTICE OF CLAIM**

#### When does Written notice of claim have to be submitted?

For the Accidental Death Benefit, Written notice of claim must be given to us no later than 30 days after date of death.

For the Accidental Dismemberment Benefit and all other claims, Written notice of claim must be given to us no later than 12 months after your date of loss or within 12 months after the date the expense is incurred.

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

When we receive Written notice of claim, we 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 us without waiting to receive the Proof of claim forms.

#### PROOF OF CLAIM

#### When does Written Proof of claim have to be submitted?

For the Accidental Death Benefit, Written Proof of claim must be given to us no later than 90 days after date of death.

For the Accidental Dismemberment Benefit and all other claims, Written Proof of claim must be given to us no later than 15 months after your date of loss or within 15 months after the date the expense is incurred.

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

### What is considered Proof of claim?

Proof of claim must consist of at least the following information:

- a description of the loss or expense;
- the date the loss or expense occurred;
- the cause of the loss or expense;
- hospital records, physician records, x-rays, narrative reports, or lab, toxicology or other diagnostic testing materials as appropriate for the Treatment of the Injury;
- police accident reports;
- the death certificate: and
- · any other information we may require to make a claim determination.

We may require as part of the Proof, authorizations to obtain medical and non-medical information.

#### **PAYMENT OF BENEFITS**

# When are benefits payable?

Benefits are payable within 30 days of our receipt of satisfactory Proof of claim that establishes benefit eligibility according to the provisions of the Policy.

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

If we deny all or any part of your claim on review, you will receive a Written notice of denial setting forth:

- the specific reasons for the denial;
- the specific Policy provisions on which the denial is based;
- your right to receive, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits;
- · your right to bring a civil action under ERISA, §502(a), if ERISA applies;
- 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;
- 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
- 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.

### To whom are benefits payable?

Benefits payable for your loss of life will be payable in accordance with the beneficiary designation. Unless you otherwise specify, if more than one beneficiary survives you, all surviving beneficiaries will share equally. The beneficiary designation must be in Writing, Signed by you and in a form acceptable to us. If no beneficiary is alive on the date of your death or you do not elect a beneficiary, we, at our option, may make payments as follows:

- · to your Spouse, if living; or
- · if there is no surviving Spouse, to your surviving children in equal shares; or
- · if there is no surviving Spouse or children, to your surviving parents in equal shares; or
- · if there is no surviving Spouse, children or parents, to your surviving brothers and sisters in equal shares; or
- · if none of the above, to your estate.

For other benefits, we will pay you 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;
- 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.

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

- to your Spouse, up to a cumulative amount of \$5,000; or
- if you have no Spouse, up to a cumulative amount of \$5,000 to any one or more of the following relatives in the following order of priority:

  1. your child or children; or

  2. your mother or father.

#### 8. INSURANCE CONTINUATION

### Are there any conditions under which your Employer can continue your insurance?

While the Policy is in force and subject to the conditions stated in the Policy, your Employer may continue your insurance that was in force on the date immediately before the date you ceased to be Actively at Work by paying the required premium to us for any of the following reasons and durations:

- · Absence due to Injury or Sickness up to 12 months
- Layoff up to 1 month
- · Leave of Absence up to 1 month
- School Recess up to 3 months
- · Vacation based on your Employer's policy, not to exceed 3 months.

You should contact your Employer for more details.

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

While the Policy is in force, 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.

#### 9. PORTABILITY

# What is portable insurance and when are you eligible for it?

Portable insurance is an optional benefit that you may elect to continue your insurance if your insurance ends because you terminate employment; and you port your Basic Life Insurance under Group Certificate No. 952772-001 and you meet the following requirements:

- · the Policy is still in force; and
- you are under age 70 at the time employment terminates; and
- · you have not retired; and
- the hours you work for your Employer have not been reduced; and
- · your insurance is not being continued under any Insurance Continuation provision; and
- · you have not suffered an Injury or Sickness that results in a life expectancy of less than 12 months; and
- · you have not exercised your portable insurance right under a similar certificate issued by us; and
- you reside in the United States or Canada on the date your insurance ends.

Your portable insurance will be provided under an insurance policy we make available for this purpose. Your portable insurance may not be identical to your current insurance under the Policy.

## When must you apply for portable insurance?

You must complete an application for portable insurance and send it to us with payment of the first premium within 31 days of the date your employment terminates. The application for portable insurance is available from your Employer.

#### What is the amount of portable insurance?

You may apply for portable insurance in an amount up to 100% of your amount of insurance in force under the Policy on the date your employment terminates to a maximum of \$500,000.

If you are insured for Basic Life Insurance, Voluntary Life Insurance, Basic Accidental Death and Dismemberment Insurance and/or Voluntary Accidental Death and Dismemberment Insurance under a Policy issued by us, the total combined amount of portable insurance you may apply for cannot exceed \$1,000,000 per Insured.

#### When does your portable insurance start?

After your employment terminates, your portable insurance will start on the later of the following:

- · the date we approve your application for portable insurance; or
- the date we receive your first premium payment for portable insurance.

#### 10. CONTINUITY OF COVERAGE

What happens if your Employer replaces other insurance with this Certificate and the Policy?

If your Employer replaces insurance provided by another insurance company ("Prior Policy") with the insurance provided by this Certificate and the Policy ("This Policy"), the Continuity of Coverage benefits in this Section may be available to you. These benefits will be available if the insurance and level of benefits under the Prior Policy were substantially similar to the insurance provided by This Policy.

# What if you are not Actively at Work when your Employer's Prior Policy is replaced with This Policy?

You will be insured under This Policy if you are not Actively at Work on July 1, 2022 and:

- · you were insured under your Employer's Prior Policy on the day before July 1, 2022;
- · you are a member of an Eligible Class;
- · your Employer continues to remit premiums for your coverage; and
- · you are not receiving or eligible to receive benefits under your Employer's Prior Policy.

Any benefit payable will be the lesser of:

- · the benefit payable under This Policy; or
- the benefit payable under your Employer's Prior Policy.

#### 11. GENERAL PROVISIONS

#### **EXAMINATION AND AUTOPSY**

### What are our examination and autopsy rights?

We, at our expense, have the right to have any insured with respect to whom a claim has been filed:

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

We, at our expense, may have an autopsy conducted unless prohibited by law.

#### **INCONTESTABILITY**

# What is the Incontestability Provision?

Except for non-payment of premium, fraud or any claims incurred within two years of the effective date of your initial, increased, additional or reinstated insurance, no statement made by you relating to insurability for such insurance will be used to contest the validity of that insurance after the insurance has been in force for a period of two years during your lifetime. The statement must be contained in a form signed by you and provided to the Policyholder or to us.

This provision shall not preclude the assertion at any time of a defense to a claim based upon your eligibility for insurance.

#### **LEGAL PROCEEDINGS**

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

No legal action may start:

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

#### LIMIT OF PREMIUM REFUNDS

#### Is there a limit on premium refunds?

Whether premiums were paid in error or otherwise, we will refund only that part of the excess premium that was

# **SUN LIFE ASSURANCE COMPANY OF CANADA**

Group Basic Accidental Death and Dismemberment Insurance Certificate

Non-Participating



Hope College Employee Benefit Plan (The Plan) has been established to provide welfare benefits for its eligible 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 Plan Administrator who is the Policyholder and is included in this Certificate for your convenience. This Summary Plan Description applies only to the benefits under the Plan to the extent they are funded by the Group Insurance Policy issued by Sun Life Assurance Company of Canada. Sun Life Assurance Company of Canada assumes no responsibility for the accuracy or sufficiency of the information in the Summary Plan Description.

#### **SUMMARY PLAN DESCRIPTION**

Plan Sponsor: Hope College

100 E 8th Street Suite #210

Holland, MI 49423

### Plan Administrator and Named Fiduciary:

Hope College 100 E 8th Street Suite #210 Holland, MI 49423

The Plan Administrator has authority to control and manage the operation and administration of the Plan, except that Sun Life Assurance Company of Canada makes all benefit claim determinations under the Group Insurance Policy.

### Agent for Service of Legal Process for the Plan:

Hope College 100 E 8th Street Suite #210 Holland, MI 49423

## Service of Legal Process for Sun Life:

General Counsel 1 Sun Life Executive Park Wellesley Hills, MA 02481

**Employer Identification Number (EIN):** 38-1381271

Plan Number: 501

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 Assurance Company of Canada are included in the Plan. Sun Life Assurance Company of Canada is the claims administrator for those benefits and has full authority to make all benefit claim determinations.

Participants: The insured employees described in the Sun Life Assurance Company of Canada Certificate.

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

**Contributions:** The cost of the insurance premiums are paid for by your employer and (if applicable) includes the cost of any insurance premiums contributed by you.

**Funding:** The benefits under the Plan are funded, at least in part, by the Group Insurance Policy issued by Sun Life Assurance Company of Canada. Those insurance benefits are described in your 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 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.