

Employee Group Benefits
UNDERWRITTEN BY
SUN LIFE ASSURANCE COMPANY OF CANADA

Boulder Valley School District Re-2

GROUP LONG TERM DISABILITY

GROUP POLICY NUMBER - 98405
POLICY EFFECTIVE DATE - January 1, 1996
POLICY AMENDMENT DATE - July 1, 2000

Welcome to Sun Life Assurance Company of Canada ("Sun Life"). Sun Life 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'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 Group Customer Service Center toll free at 1-800-247-6875.

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BENEFIT HIGHLIGHTS

LONG TERM DISABILITY INSURANCE

ELIGIBLE CLASSES

All Full-Time Employees working a minimum of 20 hours a week.

AMOUNT OF INSURANCE

66.67% (Benefit Percentage) of your Total Monthly Earnings, not to exceed the Maximum Monthly Benefit, less Other Income Benefits.

- the **Maximum Monthly Benefit** is \$9,000.

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

The **Minimum Monthly Benefit** is \$100.

Elimination Period

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

The longer of (a) 60 consecutive calendar days or (b) to the end of the insured employee's accumulated sick-leave, whichever is greater.

BENEFIT HIGHLIGHTS

Maximum Benefit Period

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

<u>Age at Disability</u>	<u>Maximum Benefit Period</u>
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

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.

BENEFIT HIGHLIGHTS

WAITING PERIOD

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

1st of the month coincident with or next following 60 days of your continuous employment

CONTRIBUTIONS

The cost of your Long Term Disability Insurance is paid for entirely by your Employer. This is your non-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 Group 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 later of:

- January 1, 1996; or
- the day after you complete your Waiting Period.

When does my insurance start?

Your insurance starts on the date you are eligible, 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 because of injury, sickness, layoff or leave of absence on the date your insurance would normally start, your insurance will not start until you are Actively at Work.

When do changes in my amount of insurance occur?

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

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

If you are not Actively at Work because of injury, sickness, layoff or leave of absence 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 any required premium has been paid for your insurance;
- the date you retire;
- 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

Leave of Absence - for up to 1 month

TERMINATION OF EMPLOYEE INSURANCE

You may be eligible to continue your insurance 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

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 will pay a monthly LTD benefit after the end of your Elimination Period, if Sun Life 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 by means of examination and testing in accordance with your disabling condition.

What conditions must be met for LTD benefits to continue?

Sun Life 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 asks for it, but the proof is at your expense.

How is the LTD benefit calculated?

If you are Totally Disabled, your monthly LTD benefit will be calculated based on the Total Disability Benefit formula. If you are Partially Disabled, your monthly LTD benefit will be calculated based on the Partial Disability Benefit formula. You need to provide Sun Life with proof of your monthly earnings on a quarterly basis. Your monthly LTD benefit will never be less than your Minimum Monthly Benefit shown in the Benefit Highlights.

BENEFIT PROVISIONS

LONG TERM DISABILITY INCOME INSURANCE

What is the Total Disability Benefit formula?

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. the 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 formula?

To determine your Partial Disability Benefit for the first 24 months of your Partial Disability:

1. calculate the LTD benefit you would receive if you were Totally Disabled; then

add your earnings from employment plus your income received from Other Income Benefits to your Total Disability Benefit.
2. if this sum is more than 100% of your Indexed Total Monthly Earnings, subtract the amount in excess of 100% 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 Total Disability Benefit is your Partial Disability Benefit.

BENEFIT PROVISIONS

LONG TERM DISABILITY INCOME INSURANCE

A Total Disability Benefit will be paid if you are earning 20% or less of your Indexed Total Monthly Earnings.

If you continue to be Partially Disabled after 24 months of Partial Disability Benefits, your Partial Disability Benefit will be recalculated based on the following formula:

(A divided by B) multiplied by C

where:

A = your Indexed Total Monthly Earnings minus your monthly earnings received from your employment.

B = your Indexed Total Monthly Earnings.

C = your Total Disability Benefit.

A Total Disability Benefit will be paid if you are earning 20% or less of your Indexed Total Monthly Earnings.

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 eligible for under:
 - a. Workers' Compensation Law; or
 - b. Occupational Disease Law; or
 - c. Unemployment Compensation Law; or
 - d. Compulsory Benefit Act or Law; or

BENEFIT PROVISIONS

LONG TERM DISABILITY INCOME INSURANCE

- e. 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 eligible for under:
 - 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 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.)

BENEFIT PROVISIONS

LONG TERM DISABILITY INCOME INSURANCE

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 are eligible to receive;
 - b. Disability benefits your spouse, child or children are eligible to 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 age 70, your Social Security Retirement Benefits will not apply if, prior to your Total or Partial Disability, you were already receiving Social Security Retirement Benefits.

7. The amount you receive from any accumulated sick leave.
8. Any formal salary continuation paid to you by your Employer which causes your monthly LTD benefit, plus Other Income Benefits and any salary continuation, to be more than 100% of your Total Monthly Earnings. The amount in excess of 100% of your Total Monthly Earnings will be used as a reduction.
9. Any amount you receive by compromise, settlement or other method as a result of a claim for any Other Income Benefit.

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

BENEFIT PROVISIONS

LONG TERM DISABILITY INCOME INSURANCE

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 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 your expected lifetime as determined by Sun Life.

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

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

Are any of my Other Income Benefits estimated?

Sun Life will estimate the amount of any Other Income Benefits if they have not yet been awarded or denied or if they have been denied and are being appealed. This estimate will be used to reduce the amount of your monthly LTD benefit payments. However, the estimate will not be used if, within 6 months of becoming Totally or Partially Disabled, you meet both of the following conditions:

- you have applied for the Other Income Benefits; and
- you complete and sign a Reimbursement Agreement. This Agreement states that you promise to reimburse Sun Life any overpayment caused by an award of Other Income Benefits.

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 of the amount of Other Income Benefit when it is approved or adjusted (other than cost of living increases) or if it has been denied on final appeal. Sun Life will make an adjustment to the Net Monthly Benefit when Sun Life receives written notice of the amount of the Other Income Benefit or when it has been denied. Written Notice must be sent within 31 days after receipt of the Other Income Benefit award or denial.

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

If after Sun Life makes an adjustment your Net Monthly Benefit has been overpaid, you must reimburse Sun Life the amount of the overpayment within 31 days of the award. Sun Life has the option to reduce or eliminate your future monthly LTD benefit payments instead of requiring reimbursement in a lump sum. During the overpayment reimbursement period, the Minimum Monthly Benefit will not apply.

When does my monthly LTD benefit cease?

Your monthly LTD benefit will cease on the earliest of:

- the date you are no longer Totally or Partially Disabled;
- the date you die;
- the end of your Maximum Benefit Period;

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LONG TERM DISABILITY INCOME INSURANCE

- the date you do not provide proof that you continue to be Totally or Partially Disabled as requested; or
- the date your current earnings are more than 80% of your Indexed Total Monthly Earnings;
- the date Sun Life determines you are able to perform on a full-time basis all of the material and substantial duties of your own occupation, even if you choose not to work (this applies to the first 24 months of Total Disability or to your Partial Disability); or
- after the first 24 months of Total Disability, the date Sun Life determines you are able to perform on a full-time basis all of the material and substantial duties of any occupation for which you are or become reasonably qualified for by education, training or experience, even if you choose not to work.

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

Sun Life will treat this new 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.

BENEFIT PROVISIONS

LONG TERM DISABILITY INCOME INSURANCE

Your monthly LTD benefit will not continue if:

- you become eligible for benefits 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.

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 by means of examination and testing in accordance with your disabling condition.
- any period you do not submit to any medical Examination requested by Sun Life.
- any period of your Total or Partial Disability that is due to Mental Illness (mental, nervous, psychological, emotional diseases, or behavioral disorders of any type), 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.

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

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- any period of your Total or Partial Disability that is due to Drug and Alcohol Illness (an illness which results from the abuse of alcohol, drugs or derivatives), unless you are actively supervised by a Physician or Rehabilitation Counselor and are receiving continuing treatment from a rehabilitation center or a designated institution approved by Sun Life.

After you complete your Elimination Period, LTD benefits are payable for 24 months if, during the Elimination Period you:

- become confined in a Hospital or Institution licensed to provide Drug or Alcohol treatment; or
- begin participation in a Drug or Alcohol Rehabilitation Program acceptable to Sun Life.

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

- any period of your Total or Partial Disability which begins in the first 12 months after your LTD insurance becomes effective that is caused by, contributed to by, or resulting from a Pre-Existing Condition.

A Pre-Existing Condition means any Injury or Sickness for which you have received medical treatment, consultation, care or services, including diagnostic measures, or took prescribed drugs or medicines within 12 months of the date your LTD insurance becomes effective.

BENEFIT PROVISIONS

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- any period of your Total or Partial Disability which begins in the first 12 months after any increase in your amount of LTD insurance becomes effective that is caused by, contributed to by, or resulting from a Pre-Existing Condition.

A Pre-Existing Condition means any Injury or Sickness for which you have received medical treatment, consultation, care or services, including diagnostic measures, or took prescribed drugs or medicines within 12 months of the date an increase in your LTD insurance becomes effective.

This Pre-Existing Condition applies only to the increase in your amount of insurance.

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; or
- your committing or attempting to commit an assault, felony or other illegal act.

BENEFIT PROVISIONS

LONG TERM DISABILITY INCOME INSURANCE

What happens when my Employer transfers Insurance Carriers to Sun Life?

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

If you are not Actively at Work on January 1, 1996 you will be insured if:

1. you were insured under the prior insurer's group LTD 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 LTD policy.

If you become Totally or Partially Disabled, any LTD benefit payable will be based on the prior insurer's definition of disability and will not exceed the prior insurer's maximum monthly benefit. All other provisions of Sun Life's Group Policy will apply.

Are disabilities due to a Pre-Existing Condition covered?

LTD benefits may be payable for a Total or Partial Disability if you:

1. were insured under the prior insurer's group LTD policy at the time of the transfer; and
2. were Actively at Work and insured on January 1, 1996.

BENEFIT PROVISIONS

LONG TERM DISABILITY INCOME INSURANCE

Any benefit payable will be determined as follows:

1. if you have satisfied the Pre-Existing Condition Limitation under the Group Policy, the LTD benefit will be based on the Group Policy's benefit provision.
2. if you cannot satisfy the Group Policy's Pre-Existing Condition Limitation, the prior insurer's pre-existing condition limitation will be applied.
 - a. if you have satisfied the prior insurer's pre-existing condition limitation, considering time insured under both group policies, any benefit payable will be the lesser of:
 - i. the LTD benefit payable under the Group Policy; or
 - ii. the LTD benefit payable under the prior insurer's group LTD policy had it remained in force.
 - b. if you cannot satisfy the Pre-Existing Condition Limitation of the Group Policy or that of the prior insurer's group LTD policy, no LTD benefit will be paid.

CLAIM PROVISIONS

How is a claim submitted?

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

When does written Notice of Claim have to be submitted?

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

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

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

When does written Proof of Claim have to be submitted?

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

If proof cannot be given within these time limits, 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 the individual is legally incompetent.

CLAIM PROVISIONS

What is considered Proof of Claim?

Proof of Claim consists of at least the following information:

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

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

Proof of your continued Total or Partial Disability and regular and continuous care by a Physician must be given to Sun Life within 30 days of the request for proof.

Proof must be satisfactory to Sun Life.

When are benefits payable?

Benefits are payable when Sun Life receives satisfactory Proof of Claim.

Who are benefits payable to?

Benefits payable during your lifetime are payable to you.

If a benefit is payable to your estate, if you are a minor, or you are not competent, Sun Life has the right to pay an amount of the benefit up to \$5,000 to any of your relatives that Sun Life considers entitled. If Sun Life pays benefits in good faith to a relative, Sun Life will not have to pay those benefits again.

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 examination rights?

Sun Life, 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 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 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 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 (i.e., you are on vacation, layoff or an approved leave of absence) as long as you:

- are not hospital confined; or
- are not disabled due to an injury or sickness; and
- were Actively at Work on your immediately preceding scheduled work day.

You are considered Actively at Work if you usually perform the regular duties of your job at your home as long as you:

- are not hospital confined; or
- are not disabled due to an injury or sickness; and
- can perform all the regular duties of your job for a full work day and can do so at your Employer's normal place of business, if required.

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, working at least the number of hours shown in the Benefit Highlights, and paid regular earnings.

Employer means Boulder Valley School District Re-2 and includes any Subsidiary, Affiliated or Associated company insured under the Group Policy.

DEFINITIONS

Evidence of Insurability means a statement or proof of your medical history upon which acceptance for insurance will be determined by Sun Life.

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.

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

Waiting Period means the continuous length of time immediately before your Eligibility Date during which you must be Actively at Work for your Employer before you can apply for benefits. 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 Long Term Disability Insurance terms you need to know.

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.

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

Indexed Total Monthly Earnings means your Total Monthly Earnings immediately before the first 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. Sun Life reserves the right to use some other similar measurement if the Department of Labor changes or stops publishing the Consumer Price Index.

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

DEFINITIONS

Partial Disability or Partially Disabled means because of your Injury or Sickness, you are unable to perform all of the material and substantial duties of your own occupation on a full-time basis, but you are:

- performing at least one of the material and substantial duties of your own occupation or another occupation on a part-time or full-time basis; and
- earning less than 80% of your Total Monthly Earnings due to your same Injury or Sickness that caused your Total or Partial Disability.

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 Total or Partial days of Disability.

Retirement Plan means a program which provides retirement benefits to you and is not funded wholly 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 includes any Retirement Plan which:

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

DEFINITIONS

Disability Benefit when used with the term Retirement Plan, means a benefit which:

- is payable under a Retirement Plan due to a disability as defined in that Plan; and
- does not reduce the amount which would have been paid as Retirement Benefits at your normal retirement age under the Plan if the disability had not occurred.

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 of your Total Disability, you, because of your Injury or Sickness, are unable to perform all of the material and substantial duties of your own occupation. After benefits have been paid to you for 24 months you will continue to be considered Totally Disabled if you are unable to perform all of the material and substantial duties of any 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.

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 Total or Partial days of Disability.



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