## 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: Policy Effective Date: Policyholder: Public Employer:

933039-001 September 1, 2019 State Of Oregon A Public Employer who elects to participate in the State Of Oregon Occupational Death Plan Oregon

Issue State:

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

Dean A. Connor President and Chief Executive Officer

Troy Krushel Vice-President, Associate General Counsel and Corporate Secretary

**Group Occupational Death Insurance Certificate** 

Non-Participating



## TABLE OF CONTENTS

	SECTION
BENEFIT HIGHLIGHTS	1
DEFINITIONS	2
ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF EMPLOYEE INSURANCE	3
COVERED EMPLOYEE OCCUPATIONAL DEATH INSURANCE BENEFITS	4
EXCLUSIONS	5
CLAIM PROVISIONS	6
INSURANCE CONTINUATION	7
CONTINUITY OF COVERAGE	8
GENERAL PROVISIONS	9
CERTIFICATE ENDORSEMENTS	10

## **1. BENEFIT HIGHLIGHTS**

## Eligible Classes:

## **Employee Occupational Death Insurance**

All active Firefighters, Volunteer Firefighters or Police Officers of a Public Employer working in the United States.

Eligibility Waiting Period: None

## **1. BENEFIT HIGHLIGHTS**

## EMPLOYEE OCCUPATIONAL DEATH INSURANCE

#### Classification: 1 All Eligible City of Hood River Police Officers

# Amount of Insurance \$30,000

#### Contributions

The cost of your Employee Occupational Death Insurance is paid entirely by your Public Employer. This is your non-contributory insurance.

## **1. BENEFIT HIGHLIGHTS**

## EMPLOYEE OCCUPATIONAL DEATH INSURANCE

#### Classification: 2 All Eligible Employees other than City of Hood River Police Officers

# Amount of Insurance \$10,000

#### Contributions

The cost of your Employee Occupational Death Insurance is paid entirely by your Public Employer. This is your non-contributory insurance.

## 2. DEFINITIONS

#### Actively at Work means:

- As a Firefighter or Police Officer you perform all of the duties of your regular occupation with your Public Employer at your customary place of employment for an entire normal work day.
- As a Volunteer Firefighter or reserve Police Officer you are able to perform all of your normal and customary duties and activities for an entire day.

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.

**Beneficiary** means the person, persons or entity other than the Public Employer entitled to receive death benefit proceeds as they become due under the Policy. A Beneficiary must be named by you in writing in a manner acceptable to us, dated and Signed by you and on file with your Public Employer or us.

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

**Employee** means a person who is employed by the Public Employer within the United States, who is a U.S. citizen or a U.S. resident, and has a legitimate federal tax identification number.

**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.

Firefighter means any person who is employed by a Public Employer and whose duties involve firefighting.

Injury means bodily impairment. Any Injury must occur and must begin while you are insured under the Policy.

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

## 2. DEFINITIONS

**Occupational Death** means a death that is caused by any one of the following conditions within the specified time frames.

- An Injury you sustained during a Period of Duty (including the time in transit to and from the place of duty, if it
  was not a regularly scheduled Period of Duty) while insured under this Policy; and for which you were treated
  by a Physician within five days after sustaining the accidental injury.
- A disease or infection which resulted from or in the course of your duties as a Firefighter, Volunteer Firefighter or Police Officer and to which you are not ordinarily subjected or exposed other than during your duties as a Firefighter, Volunteer Firefighter or Police Officer; and for which you were treated by a Physician within 42 days after being subjected or exposed to the condition causing the disease or infection.
- Silicosis for which you were treated by a Physician within five days after you completed your last Period of Duty, after the earlier of;
  - · receiving the initial treatment for silicosis from the Physician; or
  - · completing your last Period of Duty.
- any cardiovascular or hypertensive disease if you were a Firefighter, Volunteer Firefighter or Police Officer for at least five years after you completed your last Period of Duty.
- any cardiovascular or hypertensive disease for which you were treated by a Physician within five days after you completed your last Period of Duty, if you have been a Firefighter, Volunteer Firefighter or Police Officer for less than five years after the earlier of;
  - · receiving the initial treatment for the cardiovascular or hypertensive disease from the Physician; or
  - · completing your last Period of Duty.

For the purposes of this section, any recurrence of a cardiovascular or hypertensive disease after you return to active work will be considered as a new disease.

- renal disease or any disease of the lungs or respiratory tract (other than Silicosis) if you have been a
  Firefighter, Volunteer Firefighter or Police Officer for at least five years and the disease did not pre-exist you
  becoming a Firefighter, Volunteer Firefighter or Police Officer, after the earlier of;
  - $\cdot$  receiving the initial treatment for the disease from the Physician; or
  - · completing your last Period of Duty.

Death must occur within 365 days after the accidental injury was sustained or exposure to the condition causing the disease or infection to be considered an Occupational Death.

**Occupational Death Insurance** means the mandatory group occupational death insurance under the Policy issued by us to the Policyholder.

Period of Duty means a period of time when a person performs his or her duties as:

- a Firefighter;
- a Volunteer Firefighter; or
- a Police Officer;

including attendance at required meetings.

**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
- 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.

## 2. DEFINITIONS

#### Police Officer means:

 $\cdot$  any police chief or law enforcement officer employed by a city in Oregon who is classified as a police officer by the governing body of the city;

• any sheriff or deputy sheriff employed by a county in Oregon whose duties are classified by the governing body of the county as the regular duties of a police officer;

 $\cdot$  any person employed by a district of Oregon whose duties are classified by the governing body of the district as the regular duties of a police officer;

• any person employed by the Criminal Justice Division of the Department of Justice who is classified as a criminal investigator or criminal financial investigator by the Attorney General.

However, the term "police officer" does not include any person who is a volunteer or reserve police officer who is considered by the applicable governing body to be a civil deputy or clerical person.

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

Policyholder means the entity to which the Policy is issued.

**Proof** means medical, occupational, financial, or other information that we require in connection with underwriting a request for insurance or making a claim determination.

**Public Employer** means the following entities within the State of Oregon: Aurora Fire Protection District, Bly RFPD, Boardman Rural Fire Protection, City of Coos Bay, City of Enterprise, City of Gearhart, City of Gladstone, City of Heppner, City of Hood River, City of Joseph, City of Lebanon (Police only), City of Milton-Freewater, City of Rainier, City of Springfield, City of Stanfield, City of Sumpter, City of Sutherlin, City of Union, City of Wallowa, City of Warrenton, Columbia River Fire & Rescue, Coos County Clerk, Cove Rural Fire District, Harbor Rural Fire, Imbler Rural Fire Protection, Junction City Rural Fire, Keno Fire Protection District, Klamath County Fire District #1, Lebanon Fire District, Monitor Rural Fire District 58, Pilot Rock RFPD, State of Oregon Department of Justice, State of Oregon Military Division, Sumner RFPD, Town of Butte Falls, Town of Canyon City, Town of Lexington, Winston-Dillard RFPD #5, Umatilla County that employs Police Officers or Firefighters.

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

**Silicosis** means a disease of the lungs caused by breathing silica dust (silicon dioxide) producing fibrous nodules which are distributed through the lungs and demonstrated by an X-ray examination or an autopsy.

**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 or a partner in a same-sex or opposite sex registered domestic partnership.

**Volunteer Firefighter** means a person who is actively enrolled as a Firefighter and whose position normally requires less than 600 hours of service per year. It does not include a person who is conscripted into firefighting duties.

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 Occupational Death Insurance?

You are initially eligible for insurance on the latest of:

- September 1, 2019;
- the date you first are Actively at Work in an Eligible Class.

#### When does Employee Occupational Death Insurance start?

Your insurance starts on the date you are eligible, if you are Actively at Work on that date.

If you are not Actively at Work, your Insurance will not start until you resume being Actively at Work.

#### What happens if you decline all or part of your coverage?

If you decline all or a part of your Employee Basic Life Insurance due to tax or other reasons, you must sign a form declining that amount of insurance and file that form with your Employer. If you later decide to elect or increase your Employee Basic Life Insurance, you may become insured if you apply for Employee Basic Life Insurance and provide Evidence of Insurability that is approved by us in writing.

#### When does Employee Occupational Death Insurance end?

Your Employee Occupational Death Insurance under the Policy will end upon the earliest of the following:

- the date the Policy terminates;
- the date your Public Employer's participation under the Policy is terminated;
- the date you are no longer in an Eligible Class;
- the date your class is no longer included for Employee Occupational Death Insurance;
- the last day for which any required premium has been paid for your Employee Basic Life Insurance;
- the last day you are Actively at Work, subject to the Insurance Continuation provision;
- the date you enter active duty in any armed service, subject to the Insurance Continuation provision;
- the date you retire; or
- the date you die.

#### If your coverage has ended, can it be reinstated?

If your insurance ends for any reason other than you have voluntarily terminated it, your insurance may be reinstated. Reinstatement will be effective on the date you return to being Actively at Work in an Eligible Class.

Your reinstated insurance will be:

- the same insurance you had prior to the termination of your insurance; and
- subject to all the terms and provisions of the Policy.

## 4. COVERED EMPLOYEE OCCUPATIONAL DEATH INSURANCE BENEFITS

## EMPLOYEE OCCUPATIONAL DEATH INSURANCE BENEFIT

#### What is the Employee Occupational Death Insurance benefit?

If you die while insured under the Policy and we receive proof that your death resulted from an Occupational Death, we will pay the Employee Occupational Death Insurance benefit according to the provisions of the Policy. Death must occur from an Occupational Death within the stated period of time.

#### What is the amount of the Employee Occupational Death Insurance benefit?

If you die while insured under the Policy, we will pay the Employee Occupational Death Insurance benefit amount set forth in the Benefit Highlights.

#### Is there an Extension of Benefits?

If you die after your insurance terminates, we will pay the Employee Occupational Death Insurance benefit amount set forth in the Benefit Highlights if:

- your death resulted from an Occupational Death within the state period of time; and
- you sustained the condition prior to the termination of your insurance

## 5. EXCLUSION

#### What exclusions apply to the benefits payable?

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

- committing or attempting to commit suicide, whether sane or insane; or
- injuring oneself intentionally; or
- war or an act of war, or any type of armed conflict (this does not include acts of terrorism); or
- committing of or attempting to commit an assault, felony or other criminal act; or
- voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless administered on the advice of a Physician and used as directed; or
- a Sickness, injury or infection including physical or mental condition which is not caused solely by or as a direct result of one of the conditions listed as an Occupational Death.

#### How is a claim for Occupational Death Insurance benefits submitted?

You or someone on your behalf or a Beneficiary must send us written notice of claim and Proof of claim within the time limits specified below. Your Employer has the notice of claim and Proof of claim forms.

#### NOTICE OF CLAIM

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

For a Occupational Death Insurance benefit, written notice of claim must be given to us no later than 30 days after the date of death.

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 a Occupational Death Insurance benefit, written Proof of claim must be given to us no later than 90 days after date of death.

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;
- the date the loss occurred;
- the cause of the loss;
- hospital records, physician records, x-rays, narrative reports, or lab, toxicology or other diagnostic testing
  materials as needed to determine the claim;
- 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 when we receive Proof of claim that establishes benefit eligibility according to the provisions of the Policy and we approve the claim.

#### When will a decision on your claim be made?

We will send you a written notice of our decision on your claim within a reasonable time after we receive the claim but not later than 30 days after receipt of the claim. If we cannot make a decision within 30 days after receiving your claim, we will request a 30 day extension. If we cannot render a decision within the extension period, we will request an additional 30 day extension. Any request for extension will specifically explain:

- the standards on which entitlement to benefits is based;
- the unresolved issues that prevent a decision on the claim; and
- the additional information needed to resolve those issues.

If a period of time is extended because you failed to provide necessary information, the period for making the benefit determination is tolled from the date we send notice of the extension to you until the date on which you respond to the request for additional information. You will have 45 days to provide the specified information.

#### What if your claim is denied?

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

- the specific reason(s) for the denial;
- the specific Policy provision(s) 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;
- a description of any additional material or information needed to prove entitlement to benefits and an explanation of why such material or information is necessary;
- a description of the appeal procedures and time limits;
- your right to bring a civil action under ERISA, §502(a) following an adverse determination on review, 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; and
- the identity of any medical or vocational experts whose advice was obtained in connection with the claim, regardless of whether the advice was relied upon to deny the claim.

#### Can you request a review of a claim denial?

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

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

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

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

#### What if 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?

Employee death benefits are payable in accordance with the Beneficiary designation made by you. Unless you specify otherwise, if more than one beneficiary survives you, all surviving beneficiaries will receive an equal share of the Basic Life Insurance benefit. The Beneficiary designation must be in Writing, in a manner acceptable to us, dated and Signed by you and on file with your Employer. If no beneficiary is alive on the date of your death or if there is no Beneficiary designation, the Basic Life Insurance benefit will be payable to your estate.

If we determine that a claim is payable, we will pay the benefit pursuant to the Beneficiary designation or the terms of the Policy, except in the following situations:

- the Beneficiary is a minor. If the Beneficiary is a minor, we may pay the benefit: (a) into a retained asset account in the minor's name that can be accessed by the minor when he or she reaches the age of majority; or (b) to the minor's court appointed guardian or conservator or other party appointed by a court to be responsible for the minor's property or estate;
- 2. the person to receive the benefit is not competent. If the person to receive the benefit is not competent, we will pay the claim to the person's court appointed guardian or conservator or other party appointed by a court to be responsible for the person's property or estate; 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 the benefit to your estate.

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 Method A or B below. Any decision to pay a benefit, 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 amount under any circumstances until such appropriate person is formally appointed.

Method A: We may pay up to \$5,000 to any individual or entity we determine has incurred or paid expenses as a result of funeral services provided to or on your behalf. If we pay such a benefit, we will not have to pay that benefit amount again and the total benefit due under the Policy shall be reduced by the amount paid under this provision.

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.

The death benefit may be paid by a method other than a lump sum and may include any method of payment available to us. The available methods of payment will be based on the benefit options offered by us at the time of election, and will include making payment through a retained asset account as permitted by applicable state law.

## 7. 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 3 months
- Leave of Absence (including Family and Medical Leave of Absences) up to 6 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.

After your continued insurance ends, you may be eligible for the Conversion Privilege.

## 8. 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 September 1, 2019 and:

- you were insured under your Employer's Prior Policy on the day before September 1, 2019;
- 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 the 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.

#### AGENCY

#### Can the Policyholder, Employer or third party administrator act as our agent?

For all purposes of the Policy, the Policyholder, Employer or third party administrator acts on its own behalf or as your agent. Under no circumstances will the Policyholder, Employer or third party administrator be deemed an agent of Sun Life Assurance Company of Canada.

#### ALTERATION

#### Who can alter this Certificate?

The only persons with the authority to alter or modify this Certificate or to waive any of its provisions are our president, actuary, secretary or one of our vice presidents and any such changes must be in Writing.

#### ASSIGNMENT

#### Can benefits be assigned?

You can transfer ownership of your Employee Basic Life Insurance under the Policy by means of an assignment. All your rights and duties as an eligible employee are transferred to the assignee. The assignee can make any change the Policy allows, consistent with the assignment, such as a change of Beneficiary.

Any assignment must be in Writing and on file with your Employer and will take effect as of the date Signed. We will honor your prior assignment of rights and benefits under the Employer's plan whether or not this Policy is specified in the assignment. If we have taken any action or made payment prior to receiving notice of the assignment, the assignment will not affect any action or payment by us. We will not be responsible for the legal, tax or other effects of any assignment.

#### BENEFICIARY

#### How can you change your Beneficiary?

You can change your Beneficiary at any time, unless you have made an irrevocable Beneficiary designation or you have assigned your interest in your Basic Life Insurance to another person. Any request for change in Beneficiary must be in Writing, in a manner acceptable to us, dated and Signed by you and on file with your Employer. It will take effect as of the date Signed. If we have taken any action or make payment before receiving notice of a change in Beneficiary, the change will not affect any action or payment made by us. The Beneficiary's consent is not required to change the beneficiary, unless the current beneficiary designation is irrevocable.

#### **CLERICAL ERROR**

#### What happens when there is a clerical error in the administration of the Policy?

Clerical errors in with the administration of the Policy or delays in keeping records for the Policy whether by us, the Policyholder, or the Employer:

- will not terminate insurance that would otherwise have been effective.
- 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.

This provision does not apply to benefit administration errors by the Policyholder or the Employer which results in an Employee:

- not enrolling for insurance within required time limits;
- not providing required Evidence of Insurability;

## 9. GENERAL PROVISIONS

- failing to request increased amounts of insurance within required time limits; or
- failing to exercise any available Conversion Privilege or Insurance Continuation options.

#### **CONFORMITY WITH STATUTES**

#### What is the effect of Conformity with Statutes?

If any provision of the Policy conflicts with any applicable law, the provision will be automatically amended to meet the minimum requirements of the law, except as otherwise pre-empted by federal law.

#### DISCHARGE OF OUR RESPONSIBILITY

#### What is the effect of payments under the Policy?

Payment made under the terms 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.

#### 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 or 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; or
- 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 paid during the 12-month period that preceded the date we learned of such overpayment.

## 9. GENERAL PROVISIONS

#### **MISSTATEMENT OF FACTS**

#### What happens if there is a misstatement of facts in the administration of the Policy?

If relevant facts about the Employer or Employee relating to this insurance are determined not to be accurate:

- a fair adjustment of premium will be made, subject to the "Limit of Premium Refunds" section; and
- the actual facts will decide whether, and in what amount, and for what duration insurance is valid under the Policy.

#### NON-PARTICIPATING

#### Does the Policy participate in dividends?

The Policy is non-participating and will not share in any profits or surplus earnings of Sun Life Assurance Company of Canada and, therefore, no dividends are payable.

#### PREMIUM PAYMENTS AS EVIDENCE OF INSURANCE

#### Does the payment of premiums guarantee coverage under the Policy?

The receipt of premiums by us is not a guarantee of insurance. Eligibility for benefits will be determined at the time of claim submission and in order to receive a benefit under the Policy, all Policy requirements must be satisfied. If we determine that you are not eligible for coverage, you should contact your Employer regarding the refund of premiums due, if any.

#### REIMBURSEMENT

#### What if a benefit is underpaid or overpaid?

Reimbursement will be made to us for any overpayments that we may make due to any reason.

You must repay us within 60 days unless we agree to a longer time period. Deductions may be made from future benefit payments to recover any such overpayments.

If we have underpaid a benefit for any reason, we will make a lump sum payment for that amount.

Interest does not accrue on any underpaid or overpaid benefit unless required under the applicable law.

#### STATEMENTS

#### Are statements warranties?

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

#### TIME PERIODS

#### What time periods apply to this Certificate?

For the purpose of effective dates and termination dates under this Certificate, all days begin at 12:00 midnight and end at 11:59:59 PM at the Policyholder's location.

## SUN LIFE ASSURANCE COMPANY OF CANADA

#### **CERTIFICATE ENDORSEMENT**

This endorsement is part of the Certificate issued under Policy Number 933039-001 and is effective on September 1, 2019. It is part of, and subject to, the other terms and conditions of the Certificate. If the terms of this endorsement and the Certificate conflict then this endorsement's provisions will control.

For the purposes of this endorsement:

**Prior Policy** means the group insurance policy(ies) for Employee Basic Life, Spouse Basic Life and Dependent Children Basic Life Insurance issued to the Policyholder by Union Security Insurance Company that was in effect immediately prior to the Policy.

The Certificate and the Policy replace your insurance with us under the Prior Policy. The following provisions apply to any insured person who was covered under the Prior Policy on the day before the effective date of the Policy:

- Any representation made for the purposes of obtaining or continuing insurance under the Prior Policy shall be deemed to have been made also for the purposes of obtaining insurance under the Policy. However, for the sole purpose of applying the section entitled INCONTESTABILITY, the effective date of an Employee's coverage under the Prior Policy shall be deemed the effective date of the Employee's coverage under the Policy.
- 2. For the purposes of determining any waiting period (by whatever name called) before insurance becomes effective or benefits become payable under the Policy, credit will be given for the completion or partial completion of any waiting period under the Prior Policy.
- 3. For the purposes of determining any benefit maximum, duration or limitation of benefits under the Policy, all benefits paid under the Prior Policy with respect to any person shall be deemed to have been paid as benefits under the Policy with respect to any person. All periods of time with respect to which benefits were paid under the Prior Policy shall be deemed to be periods of time with respect to which benefits were paid under the Policy.
- 4. Any claim incurred while the Prior Policy was in effect will be paid under the Prior Policy.
- 5. Any request, election, designation of beneficiary or assignment made under the Prior Policy shall be deemed to have been made under the Policy.
- 6. Any uninterrupted period of time during which insurance was in force under the Prior Policy with respect to any person, shall be deemed included in the period of time insurance for said person was in effect without interruption under the Policy.
- 7. Any reference to Employee in the Policy will be deemed to include any insured regardless of what they are called in the Prior Policy.
- 8. In no event will any benefit be payable under the Policy which duplicates any benefit payable under the Prior Policy.

In the event of a conflict between the Policy and the Prior Policy, the terms of the Policy will control.

Dean A. Connor President and Chief Executive Officer

15-LH-E-01

## SUN LIFE ASSURANCE COMPANY OF CANADA

Group Term Basic Life Insurance Certificate

**Non-Participating** 

