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:	927493-002
Policy Effective Date:	January 1, 2019
Policyholder:	Trustees of the IBEW Local 613 and Contributing Employers Family Health Fund
Employer:	An Employer who participates in the IBEW Local 613 Contributing Employers Family Health Fund
Issue State:	Georgia

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 Basic Short Term Disability Income Insurance Certificate
Non-Participating

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1. BENEFIT HIGHLIGHTS

Eligible Classes: All members in good standing of IBEW Local 613 who work for an Employer participating in the Fund and for which the Participating Employer is required to make contributions to the Fund pursuant to a Collective Bargaining Agreement.

Once a member satisfies the Waiting Period, continuing Eligibility requires 300 or more hours per Benefit Quarter.

Eligibility Waiting Period: Until the first day of the Benefit Quarter after you have accumulated 650 or more hours of employment with a Participating Employer(s) for two consecutive eligibility quarters.

1. BENEFIT HIGHLIGHTS

Classification: 1 All Eligible Employees – Option 1

If you are enrolled in this Option, your disability income insurance will be based on the following:

Benefit:
100% (Benefit Percentage) of your Total Weekly Earnings

Benefits will be paid weekly.

Maximum Benefit:
$250

Minimum Benefit:
None

Elimination Period:
14 days

Maximum Benefit Duration:
24 weeks

Total Weekly Earnings:
Your average weekly earnings as reported by a Participating Employer(s) for the previous calendar year immediately before the first date your Total or Partial Disability begins. Total Weekly Earnings includes commissions, bonuses, overtime pay and deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, health savings account or flexible spending account, but does not include income received due to housing allowance, car allowance or any other extra compensation. If you do not have a full calendar year's earnings, Total Weekly Earnings will be your average weekly earnings from the previous Benefit Quarter immediately before the first date your Total or Partial Disability begins.

Contributions:
The cost of your insurance is paid entirely by you. This is your Contributory Insurance.

1. BENEFIT HIGHLIGHTS

Classification: 2 All Eligible Employees – Option 2

If you are enrolled in this Option, your disability income insurance will be based on the following:

Benefit:
100% (Benefit Percentage) of your Total Weekly Earnings

Benefits will be paid weekly.

Maximum Benefit:
$500

Minimum Benefit:
None

Elimination Period:
14 days

Maximum Benefit Duration:
24 weeks

Total Weekly Earnings:
Your average weekly earnings as reported by a Participating Employer(s) for the previous calendar year immediately before the first date your Total or Partial Disability begins. Total Weekly Earnings includes commissions, bonuses, overtime pay and deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, health savings account or flexible spending account, but does not include income received due to housing allowance, car allowance or any other extra compensation. If you do not have a full calendar year's earnings, Total Weekly Earnings will be your average weekly earnings from the previous Benefit Quarter immediately before the first date your Total or Partial Disability begins.

Contributions:
The cost of your insurance is paid entirely by you. This is your Contributory Insurance.

2. DEFINITIONS

Accident means an external event that an average person would consider sudden and unforeseeable and is independent of any illness, disease or other bodily malfunction.

A Disability caused by an Accident must:
- occur while covered under the Policy; and
- not otherwise be excluded under the Policy.

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

Benefit Quarter for Initial Eligibility and Continuing Eligibility means:

Eligibility Quarter	**Benefit Quarter**
1 – May, June, July, August, September, October	1 – January, February, March
2 –August, September, October, November, December, January	2 – April, May, June
3 – November, December, January, February, March, April	3 – July, August, September
4 – February, March, April, May, June, July	4 – October, November, December
Continuing Eligibility Quarter	**Benefit Quarter**
1 – May, June, July	1 – October, November, December
2 –August, September, October	2 – January, February, March
3 – November, December, January	3 – April, May, June
4 – February, March, April	4 – July, August, September

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

Contributory Insurance means insurance for which you pay all or part of the premium.

Continuing Care means you visit a Physician whose medical specialty is the most appropriate specialty to evaluate, manage or treat your Accident or Sickness and you receive care and Treatment as frequently as is Medically Necessary according to generally accepted medical standards.

Deductible Sources of Income means Other Income that is deducted from your Gross Benefit as described in the "Other Income" provisions. Deductible Sources of Income include:
- benefits under Unemployment Compensation Law, or any other act or law of like intent;
- state mandated disability income plans;
- an automobile insurance policy providing disability wage loss benefits;
- any labor management trustee, union or employee benefit plans that are funded in whole or in part by the Fund;
- any disability income benefits under:
  - any other group plan of the Fund; or
  - any governmental retirement system as a result of your job with an Employer;
- the amount you receive from any sick leave paid to you by an Employer; or
- the amount you receive from any salary continuation paid to you by an Employer. Deductible Sources of Income includes only the amount of such benefits which, when combined with your benefit, exceeds 100% of your Total Weekly Earnings. The amount in excess of 100% of Total Weekly Earnings will be used to reduce your benefit.

2. DEFINITIONS

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

Disability Earnings means the income you receive from work performed while Partially Disabled. Disability Earnings does not include income you receive from work performed prior to your Disability, nor income that is not derived from work performed while Disabled.

Drug and Alcohol Illness means:
- alcoholism;
- the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance; or
- the use of prescription medications other than as prescribed by your Physician.

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.

Elimination Period means the number of consecutive days of Total Disability, shown in the Benefit Highlights, which must be completed before we will pay you the benefit. No benefits will be paid to you for any portion of your Total Disability that occurs during your Elimination Period.

Employee for the purpose of this Certificate means a member in good standing of IBEW Local 613 who is:
- employed by a Participating Employer within the United States;
- a U.S. citizen or a U.S. resident;
- working the minimum hours shown in the Benefit Highlights;
- paid regular earnings in accordance with applicable state and federal wage and hour laws; 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.

Employer for the purposes of this Certificate means an entity who participates in the IBEW Local 613 and Contributing Employers Family Health Fund and who makes contributions on the Employee's behalf to the Fund pursuant to a collective bargaining agreement.

Enrollment Period means the period of time each year not to exceed 30 days during which eligible Employees may elect, change, or cancel insurance under the Policy. The Enrollment Period cannot exceed 30 days or occur more than once in any 12-month period, unless we agree in Writing.

Family Status Change means one of the following events:
- your marriage or divorce;
- the birth of your child;
- the adoption of a child by you;
- the placement of a child with you, pending adoption;
- the death of your Spouse or child.

Full-time Basis means you are or have the capacity to perform the Material and Substantial Duties of your Regular Occupation for the number of hours you normally performed your Regular Occupation prior to your Disability.

If you normally performed your Regular Occupation in excess of 40 hours per week, we will consider you as being able to perform that requirement if you work or have the capacity to work 40 hours per week.

Fund means IBEW Local 613 and Contributing Employers Family Health Fund.

Gross Benefit means your benefit before reductions for any Deductible Sources of Income or Disability Earnings.

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. Hospital does not include a rest home, a skilled nursing facility, an extended care facility, a place of

convalescence, rehabilitative care, custodial care or a place primarily for the treatment of drug addiction or alcoholism.

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

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

Medically Necessary means the Treatment, services or supplies necessary and appropriate for the diagnosis or Treatment of an Accident or Sickness based upon generally accepted medical standards.

Mental Illness means any Sickness, disease or disorder, including those which are the result in any way of a genetic, chemical, organic or biological cause, which:
- is medically classified or considered, whether in whole or in part, to be a psychological, behavioral or emotional condition in accordance with the most recent Diagnostic Statistical Manual;
- is manifested by psychological distress or impaired social functioning, or both; and
- is treated by or dealt with, in whole or in part, through psychotherapeutic or sociotherapeutic methods or by medication which is intended to alter or affect emotions, behavior or thought content.

Mental Illness includes, but is not limited to:
- anxiety and panic;
- somatoform disorders;
- mood disorders, including depression and bipolar disorder (manic depression);
- dissociative disorders and schizophrenia; and
- personality and eating disorders.

This listing is intended to present examples of Mental Illness and shall not be taken or construed as a limitation of the term as it is defined above.

Non-deductible Sources of Income means Other Income that is not deducted from your Gross Benefit as described in the "Other Income" provisions. Non-deductible Sources of Income include:
- Income from:
  - 401(k) plans;
  - 403(b) plans;
  - profit sharing plans;
  - thrift plans;
  - tax sheltered annuities;
  - stock ownership plans;
  - non-qualified plans of deferred compensation;
  - pension plans for partners;
  - military pension plans;
  - credit disability insurance;
  - franchise disability income plans;
  - a retirement plan from another employer;
  - Individual Retirement Accounts (IRA);
  - vacation pay;
  - holiday pay;
  - any amount you receive under any individual or association disability income policy;
- any disability income benefits you receive from the Veterans Administration;
- disability or retirement benefits under the United States Social Security Act;

- benefits under The Railroad Retirement Act;
- any disability income benefits you receive under an Employer's Retirement Plan; or
- any Retirement Plan benefits.

Other Income means those benefits or sources of income that are provided or available while you are receiving a benefit under the Policy. Other Income includes Deductible Sources of Income and Non-deductible Sources of Income. Other Income includes any benefits that would have been available to you had you applied for that benefit. Except for benefits payable under a Retirement Plan, Other Income must be provided as a result of the same Disability for which a benefit is payable.

Own Job means the specific job or position you are performing for an Employer immediately prior to the first date your Period of Disability commences.

Partial Disability and Partially Disabled means you:
- are unable to perform the Material and Substantial Duties of your Regular Occupation on a Full-time Basis; and
- have Disability Earnings of less than 80% of your Total Weekly Earnings.

The Disability must be the material and substantial factor in causing the earnings loss.

A Partial Disability must be caused by an Accident or Sickness and must commence following a period of Total Disability. You must be Totally Disabled during your Elimination Period.

Participation in a Riot, Rebellion or Insurrection, the words "Participation" and "Riot" in this phrase mean: Participation includes promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in, but will not include actions taken in defense of public or private property, or actions taken in your own defense, if such actions of defense are not taken against persons seeking to maintain or restore law and order including, but not limited to, police officers and firefighters.

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

Period of Disability means the number of consecutive days that you are Disabled beginning with the first day you are Totally Disabled and under the Continuing Care of a Physician for the Accident or Sickness causing your Disability.

Physician means an individual 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 to prescribe and administer drugs or to perform surgery; or
- any other duly licensed medical practitioner who is deemed by 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. "Family member" means: (a) your Spouse or domestic partner and (b) the following relatives of you or your Spouse or domestic partner: (1) parent; (2) grandparent; (3) child; (4) grandchild; (5) brother; (6) sister; (7) aunt; (8) uncle; (9) first cousin; (10) nephew or niece. This includes adopted, in-law and step-relatives.

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

Policyholder means the entity to which the Policy is issued.

<u>Pre-existing Condition Exclusion</u>

Pre-existing Condition means during the 6 months prior to your effective date of insurance or the effective date of an increase in your amount of insurance, you:
- sought medical Treatment, consultation, advice, care or services, including diagnostic measures for the condition, or symptoms related to the condition, regardless of whether the condition was diagnosed or suspected at that time; or

- took prescribed drugs or medicines for the condition.

Prior Policy means the plan of disability income insurance provided through or sponsored by the Fund and under which you were insured on the day before January 1, 2019. Prior Policy includes an uninsured disability income plan of the Fund.

Proof means any medical, financial, or other information that we require to make a claim determination.

Regular Occupation means the occupation you are performing immediately prior to the first date your Period of Disability commences. Regular Occupation is deemed to mean Own Job.

Retirement Plan means a program that provides retirement benefits to Employees and is not funded wholly by Employee contributions. Retirement Plan does not include:
- a profit-sharing plan;
- a thrift plan;
- a deferred compensation plan;
- a non-qualified pension plan;
- an Individual Retirement Account (IRA);
- a Tax Sheltered Annuity (TSA);
- a salary reduction plan (401(k), 403(b) or like plan);
- a Keogh plan (HR-10) with respect to Partners;
- an Employee Stock Ownership Plan (ESOP); or
- any amount rolled over or transferred to any other retirement plan as defined in Section 402 of the Internal Revenue Code.

Sickness means disease or illness, Mental Illness, Drug and Alcohol Illness or pregnancy. A Disability caused by a Sickness must:
- occur while covered under the Policy; and
- not otherwise be excluded under the Policy.

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.

Total Disability and Totally Disabled means you are unable to perform the Material and Substantial Duties of your Regular Occupation.

Total Disability must be caused by an Accident or Sickness and must commence while you are insured under the Policy. You must be Totally Disabled during your Elimination Period.

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 TERMINATIONS

When are you eligible for insurance?
You are initially eligible for insurance on the latest of:
- January 1, 2019;
- the first day of the Benefit Quarter after satisfying your Eligibility requirements; or
- the date you first are Actively at Work in an Eligible Class.

When does your insurance start?
Your insurance starts on the later of the date:
- you are eligible; or
- you enroll and agree to make any required contribution toward the cost of insurance; and

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.

When can you make changes in your insurance?
You may request a change in your benefit elections during any Enrollment Period after you are covered under the Policy and Actively at Work.

You may also request a change in insurance at any time due to a Family Status Change. Such request must be made within 31 days of the date the Family Status Change occurred.

When does a change in your insurance start?
If you are Actively at Work, any increase in insurance or benefits (other than Family Status Changes) will start:
- on the January 1st following the date of change, when you apply for a different coverage option; or
- on the date of change, for an increase in your Total Weekly Earnings.

If you are not Actively at Work on that date, any increase in insurance or benefits will not start until you resume being Actively at Work.

Whether or not you are Actively at Work, any decrease in insurance or benefits (other than Family Status Changes) will start:
- on the January 1st following the date of change, when you reduce coverage; or
- on the date of change, for a decrease in your Total Weekly Earnings.

If you are Actively at Work, any increase in insurance or benefits due to a Family Status Change will start on the later of:
- the date you apply for such change in coverage, if you applied within 31 days of the Family Status Change; or
- the date you agree to make any required contribution toward the cost of insurance; or
- the date of the Family Status Change.

If you are not Actively at Work on that date, any increase in insurance will not start until you resume being Actively at Work.

Any reduction in insurance due to a Family Status Change will start on the date of the Family Status Change, whether or not you are Actively at Work.
Any change is subject to all the terms of the Policy.

When does your insurance end?
Your insurance under the Policy will end on the earliest of the following to occur:
- the date the Policy terminates;
- the last day of the period for which any required premium has been paid for your insurance or any part of your insurance; or
- the date you die.

3. ELIGIBILITY, EFFECTIVE DATES AND TERMINATIONS

Your insurance will also end when any of the following occur, but coverage may be extended subject to any allowed continuation as specified in the Insurance Continuation section:

- the date you are no longer in an Eligible Class;
- the date you enter active duty in any armed service;
- the date you retire;
- the date your class is no longer included for insurance; or
- the last day you are Actively at Work.

If your coverage has ended, can it be reinstated?

If your insurance ends for any reason other than you have voluntarily terminated it, then you may apply to reinstate your insurance within 12 months from the date it ended. To reinstate, you must apply within 31 days after you return to being Actively at Work in an Eligible Class. Reinstatement will be effective on the later of the date:

- you agree to make any required contribution toward the cost of your insurance; and
- you are Actively at Work.

Your reinstated insurance will be subject to all the terms and provisions of the Policy.

4. BENEFIT PROVISIONS

What is the disability income benefit?
Disability income benefits are benefits paid to you to partially replace your income if you become Disabled while insured.

When do disability income benefits become payable?
We will pay you a benefit as calculated below, for a Period of Disability, subject to all the terms of the Policy if you:
- send Proof to us that you have become Disabled;
- are insured under the Policy at the time your Disability commences; and
- have completed your Elimination Period shown in the Benefit Highlights.

How is the benefit calculated for a Total Disability?
To determine the benefit we will pay each week you are Totally Disabled we will subtract all Deductible Sources of Income from the lesser of:
- the Benefit Percentage you elected multiplied by your Total Weekly Earnings; or
- the Maximum Benefit you elected.

The result is your Total Disability benefit.

How is the benefit calculated for a Partial Disability?
To determine the benefit we will pay while you are Partially Disabled, add your Deductible Sources of Income and your Disability Earnings to your Gross Benefit for a Total Disability.

If the calculation above is more than 100% of your Total Weekly Earnings, subtract the amount in excess of 100% from your benefit for a Total Disability. The result is your benefit for a Partial Disability.

If the calculation above is 100% or less than your Total Weekly Earnings, your benefit for a Partial Disability is the same as your benefit for a Total Disability.

When is the benefit paid?
The benefit will be paid as follows:
- benefits will be paid weekly following your Elimination Period as specified in the Benefit Highlights; and
- for each day for which a benefit is payable, the amount paid will be equal to 1/7th of the benefit.

What happens if you return to work and become Disabled again?
We will treat this new Disability as part of your prior Disability if you returned to work and were Actively at Work for less than:
- 30 days, if due to the same or related causes; or
- one day, if due to an entirely unrelated cause.

You will not have to complete a new Elimination Period.

Your benefit will be subject to the same terms and conditions as were applicable to the original Disability.

Your benefit will not continue if:
- your coverage under the Policy terminates; or
- you become eligible for coverage under any other group disability income policy.

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

When does your benefit end?
Your benefit will end on the earliest of the date:
- you do not submit to any medical examination or clinical assessment requested by us;
- we determine you are no longer Disabled, even if you choose not to work;
- you reach the end of your Maximum Benefit Duration;
- you do not provide Proof to us that you continue to be Disabled; or
- you do not provide Proof that your earnings loss is a direct result of your Disability.

4. BENEFIT PROVISIONS

In addition to the circumstances shown above, your benefit is subject to termination as otherwise stated under the terms and conditions of the Policy.

How is Other Income applied to your benefit?
The amount of Deductible Sources of Income you receive will be deducted from your Gross Benefit.

Are you required to apply for Other Income benefits?
If you are, or become eligible, for any Deductible Sources of Income, you must apply for that Other Income and make reasonable efforts to reapply for or appeal the denial of any application for that Other Income. Any assistance in that process is not an acknowledgement that you are Disabled or have an eligible claim for benefits.

Is Other Income estimated?
We have the right to estimate the amount of any Deductible Sources of Income you are eligible to receive and to reduce your benefit by the estimated amount.

Until approval or denial is made, we will estimate the amount you would receive for any Deductible Sources of Income. That estimate will be considered your Deductible Sources of Income amount. When approval or denial is made, the benefits paid or payable will be adjusted as necessary. We will not estimate if:

- you have applied for the Other Income benefits; and
- you agree to appeal any denials of any Deductible Sources of Income benefits to all administrative levels we deem necessary; and
- you complete and sign the Sun Life Reimbursement Agreement.

What happens when the Other Income benefits have been awarded or have been denied?
You must notify us in Writing within 31 days of receiving notice of approval, denial or an adjustment in the amount of Deductible Sources of Income (other than for cost of living increases). If necessary we will make an adjustment to your benefit. If you have been underpaid, we will immediately make a lump sum payment to you of the amount that has been underpaid. If you have been overpaid, you must reimburse us the amount of the overpayment within 31 days of the award. We have the right to reduce or eliminate your future benefit payments until you have repaid the amount of the overpayment.

What happens if you receive increases in your Other Income benefits?
After the first deduction for each of your Deductible Sources of Income benefits, we will not reduce your benefit payments due to cost of living increases you receive from any sources described as Deductible Sources of Income. This does not apply to any increase in earnings you receive from employment.

5. EXCLUSIONS AND LIMITATIONS

What are the exclusions?
No benefit is payable to you under the Policy for any Period of Disability or other loss for which benefits are payable that is caused by, contributed to in any way or resulting from:

- intentionally self-inflicted injuries;
- war or any act of war or your active duty in any armed service during a time of war (this does not include acts of terrorism);

Pre-existing Condition Exclusion

- a Pre-existing Condition; except:
    - if your Disability begins later than 12 months after your effective date or later than 12 months after the effective date of any increase in your amount of insurance;
    - for cost of living, contract, or periodic salary review increases;
- your active Participation in a Riot, Rebellion or Insurrection;
- your committing or attempting to commit an assault, felony or other criminal act;
- Accident or Sickness for which you are entitled to benefits under any Workers' Compensation, Occupational Disease or similar law;
- Accident or Sickness sustained while you are doing any act or thing pertaining to any occupation or employment for wage or profit.

What are the limitations?
No benefit is payable to you for any Period of Disability or other loss:

- while you are not under the Continuing Care of a Physician for the Accident or Sickness causing your Disability, unless you have reached your maximum point of recovery and are still Disabled;
- for any period you do not submit to any medical examination or clinical assessment requested by us; or
- for any Period of disability during which you are incarcerated.

6. CLAIMS

How is a claim submitted?
To submit a claim, you or someone on your behalf must send us Written notice and Proof of claim on our form within the time limits specified. The Fund has the notice and Proof of claim forms.

NOTICE OF CLAIM

When does Written notice of claim have to be submitted?
Written notice of claim must be given to us:
- for a disability, no later than 30 days after you cease to be Actively at Work or within 30 days after the termination of the Policy, if earlier.

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 you do not receive the forms within 10 days after Written notice of claim is sent, you may send Proof of claim to us without waiting to receive the claim forms.

PROOF OF CLAIM

When does Written Proof of claim have to be submitted?
Proof of claim must be given to us:
- for a disability, no later than 90 days after the end of your Elimination Period.

If requested Proof is not provided, your claim will be denied.

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 disability;
- the date the loss or disability occurred;
- the cause of the loss or disability;
- evidence demonstrating the disability and should include at least Hospital records, Physician records, psychiatric records, x-rays, narrative reports, or lab, toxicology or other diagnostic testing materials as appropriate for the disabling condition;
- police reports;
- incidence reports from a Participating Employer;
- payroll records from a Participating Employer; and
- copies of your wage or earnings statements.

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

Proof of your continued Disability and regular and Continuing Care must be given to us within 30 days of the request for Proof.

Proof must be satisfactory to us.

PAYMENT OF BENEFITS

When are benefits payable?
Benefits are payable within 30 days of the date we receive Proof of the claim.

Benefits are based on the coverage that is in force on the date you are Disabled. Any change to the Policy will not affect a payable claim that occurs prior to the change.

6. CLAIMS

When will a decision on your claim be made?
We will send you a Written notice of decision on your claim within a reasonable time after we receive the claim but not later than 45 days after receipt of the claim. If we cannot make a decision within 45 days after receiving your claim, we will request a 30 day extension as permitted by U.S. Department of Labor regulations. 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 and provide the requested 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 stating:
- 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)), if applicable, following an adverse determination on review; and
- 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.

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 stating:
- 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 applicable;

- 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 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."

To whom are benefits payable?
All benefits payable during your lifetime are payable to you except in the following situations:
- 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;
- 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 above; or
- 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 benefits as defined in the Benefit Provisions section of the Certificate.

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

Method A: We may pay up to the sum of $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:
  - first, your child or children;
  - then, your mother or father.

7. INSURANCE CONTINUATION

Are there any conditions under which the Fund can continue your insurance?
If you are absent due to Accident or Sickness, your insurance will be continued during the Elimination period.

While the Policy is in force and subject to the conditions stated in the Policy, The Fund 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:

- Layoff – up to 5 months
- Leave of Absence (including Family and Medical Leave of Absences) – up to 5 months
- Hour Bank – up to one Benefit Quarter
- Vacation - based on The Fund’s policy, not to exceed 3 months.

You should contact The Fund 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 The Fund 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), as amended. You should contact The Fund for more details.

8. CONTINUITY OF COVERAGE

What happens if The Fund replaces other insurance with the Policy?
If The Fund replaces insurance provided by the Prior Policy with the insurance provided by the Policy, Continuity of Coverage benefits as stated in this section may be available to you. These benefits will be available as long as the insurance and level of benefits under the Prior Policy were substantially similar to the insurance provided by the Policy.

What if you are not Actively at Work when The Fund replaces your Prior Policy with the Policy?
You will be covered under the Policy if you are not Actively at Work on January 1, 2019 and:

- you were insured under the Prior Policy on the day before January 1, 2019;
- you are a member of an Eligible Class;
- premiums for you are paid up to date; and
- you are not receiving or eligible to receive benefits under the Prior Policy.

If you become Disabled and were never Actively at Work while covered under the Policy, any benefit payable will be the lesser of:

- the weekly benefit payable under the Policy; or
- the weekly benefit payable under the Prior Policy had it remained in force.

What if you had a Pre-existing Condition prior to your coverage under the Policy?
You will be given credit under any Pre-existing Condition exclusion under the Policy for the time you were insured under the Prior Policy. The credit will apply to the extent that the previous coverage or level of benefits was substantially similar to level of benefits under the Policy.

Are Disabilities due to a Pre-existing Condition covered?
Benefits may be payable if, on or after January 1, 2019, you become Disabled due to a Pre-Existing Condition provided you were:

- Insured under the Prior Policy on the day before January 1, 2019; and
- Actively at Work and insured under the Policy on January 1, 2019.

Any benefit payable will be determined as follows:

- if you have satisfied the Pre-Existing Condition requirement, the benefit will be based on the Policy's benefit provision.
- if you cannot satisfy the Pre-Existing Condition requirement, the Prior Policy's pre-existing condition provision will be applied and
  - if you would have satisfied the Prior Plan's pre-existing condition requirement, considering time insured under both policies, any benefit payable will be the lesser of:
    - the benefit payable under the Policy; or
    - the benefit payable under the Prior Policy had it remained in force.
  - if you cannot satisfy the Pre-Existing Condition requirement or if the pre-existing condition requirement under the Prior Policy would apply, no benefit will be paid.

9. GENERAL PROVISIONS

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 our agent.

ALTERATION

Who can alter the Policy?
The only persons with the authority to alter or modify the Policy 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 benefit payments be assigned?
You cannot assign any interest in the Policy unless we agree in Writing to such an assignment. We have the right to determine the extent to which any assignment will be honored and the priority of such assignment. We do not assume any responsibility for the validity or sufficiency of any assignment. Any payments made under such assignment after consented to by us will discharge our liabilities under the Policy, to the extent of such payments.

CLERICAL ERROR

What happens when there is a clerical error in the administration of the Policy?
Clerical errors in 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 result in an Employee:
- not enrolling for insurance within required time limits;
- failing to request increased amounts of insurance within required time limits;
- failing to provide any required Evidence of Insurability; or
- failing to exercise any available 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, unless 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.

9. GENERAL PROVISIONS

EXAMINATION

What are our examination rights?
We, at our expense, have the right to have any person, whose Disability is the basis of a claim:

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

This right may be used as often as we determine necessary. Unless authorized by the examining Physician, the examination may not be recorded nor may another person be present during the examination.

INCONTESTABILITY

What is the Incontestability provision?
Except for non-payment of premium or fraud, 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.

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

INSURER'S AUTHORITY

What is our authority?
Sun Life has discretionary authority to make all final determinations regarding claims for benefits under the Policy. This discretionary authority includes, but is not limited to, the right to determine eligibility for benefits and the amount of any benefits due and to construe the terms of the Policy.

This does not prohibit you from seeking legal redress.

LEGAL PROCEEDINGS

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.

The claimant must exhaust all internal appeal/administrative remedies prior to filing any legal proceeding. If the claimant fails to exhaust all administrative remedies prior to initiating any legal action, we shall be entitled to legal fees in defense of the action. For claims subject to ERISA, if a claimant files state law causes of action that are later determined by a court to be preempted by ERISA, we shall be entitled to legal fees in defense of those causes of action.

Any decision made by us, including review of denial of claims, is conclusive and binding on all parties. Any court reviewing our determination shall uphold such determination unless the claimant proves Sun Life's claim determination is without any rational basis. In any legal proceedings, the Court is limited in its review to the administrative record compiled by Sun Life prior to its final claim determination.

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 the benefit under the Policy all Policy requirements must be satisfied.

If we determine that you are not eligible for coverage, you should contact The Fund 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?
In the absence of fraud, 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 a copy of your Written application for insurance is or has been given to you or 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

Group Basic Short Term Disability Income Insurance Certificate
Non-Participating