

**Employee Group Benefits**  
UNDERWRITTEN BY  
**SUN LIFE ASSURANCE COMPANY OF CANADA**

**NOAO / AURA**

**Voluntary Accidental Death & Dismemberment Insurance**

**GROUP POLICY NUMBER - 67430**  
**POLICY EFFECTIVE DATE - January 1, 2002**

**THE GROUP POLICY IS AN ACCIDENT ONLY POLICY**  
**THE GROUP POLICY DOES NOT PAY FOR SICKNESS**

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**

### **EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

#### **ELIGIBLE CLASSES**

All Full-Time & Part-Time Employees scheduled to work at least 20 hours per week.

#### **AMOUNT OF INSURANCE**

You may elect an amount of insurance in increments of \$10,000. The minimum amount that you may elect is \$10,000 and the maximum amount that you may elect is \$500,000.

Your Amount of Accidental Death and Dismemberment Insurance reduces to 65% when you reach age 65, to 40% when you reach age 70, and to 25% when you reach age 75. Your Accidental Death and Dismemberment Insurance cancels at age 80 or your retirement.

### **DEPENDENT SPOUSE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

#### **ELIGIBLE CLASSES**

All Full-Time & Part-Time Employees scheduled to work at least 20 hours per week.

#### **AMOUNT OF INSURANCE**

50% of your amount of Accidental Death and Dismemberment Insurance in force to a maximum of \$250,000.

## **BENEFIT HIGHLIGHTS**

Your Dependent Accidental Death and Dismemberment Insurance cancels at your retirement.

## **BENEFIT HIGHLIGHTS**

### **WAITING PERIOD**

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

Until the first of the month coincident with or next following your date of employment

If you are an Employee on January 1, 2002 - None

### **CONTRIBUTIONS**

The cost of your Employee Accidental Death and Dismemberment and Dependent Accidental Death and Dismemberment Insurance is paid for by you. This is your 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 Customer 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, 2002; or
- the day after you complete your Waiting Period.

### **When does my insurance start?**

Your insurance starts on the later of:

- the date you apply; or
- 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.

### **What happens if I do not want my insurance?**

You need to sign the Sun Life form refusing your insurance. This form is available from your Employer. However, you will not be allowed to re-enroll for at least 6 months.

## **ELIGIBILITY AND EFFECTIVE DATE OF EMPLOYEE INSURANCE**

### **When do changes in my amount of insurance occur?**

If your amount of insurance increases due to a change in your incremental schedule election or age, your increase will take effect immediately upon the date of change, as long as you are Actively at Work on that date.

If your amount of insurance decreases due to a change in your incremental schedule election or age, the decrease will take effect immediately upon the date of change.

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.

## **ELIGIBILITY AND EFFECTIVE DATE OF DEPENDENT INSURANCE**

### **When am I eligible for Dependent insurance?**

If you are in an Eligible Class shown in the Benefit Highlights and you have a Dependent, you are eligible for Dependent insurance as long as you are insured for Employee insurance.

### **When does my Dependent's insurance start?**

If your Dependent is not hospital confined, the insurance for your Dependent starts on the later of:

- the date you apply for Dependent insurance; or
- the date you are eligible for Dependent insurance.

### **What happens if I do not apply within 31 days?**

Your Dependent's insurance will start on the date Sun Life approves your Dependent's Evidence of Insurability, if the Dependent is not hospital confined on that date.

### **What if my Dependent is hospital confined?**

If your Dependent is hospital confined on the date your Dependent's insurance would normally start, your Dependent's insurance will not start until the Dependent is no longer hospital confined and is able to perform the Dependent's normal activities.

### **Do I need to enroll each Dependent?**

Yes, you do need to enroll each Dependent before that Dependent can become insured.

## **ELIGIBILITY AND EFFECTIVE DATE OF DEPENDENT INSURANCE**

### **What happens if I do not want Dependent insurance?**

You need to sign the Sun Life form refusing your Dependent's insurance. This form is available from your Employer. However, you will not be allowed to re-enroll the Dependent for at least 6 months.

### **When do changes in my Dependent's amount of insurance occur?**

If your Dependent's amount of insurance increases, your Dependent's increase will take effect immediately, as long as, your Dependent is not hospital confined.

If your Dependent's amount of insurance decreases, the decrease will take effect immediately.

If your Dependent is hospital confined on the date an increase in your Dependent's insurance would normally start, the increase in your Dependent's insurance will not start until the Dependent is no longer hospital confined and is able to perform the Dependent's normal activities.

## 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 for which 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.

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 3 months

Leave of Absence (including the Family and Medical Leave of Absence) - for up to 6 months

Vacation - for up to 3 months.

If you are absent from work due to an injury or sickness, your Employer may continue your insurance, by paying the required premium, for up to 12 months.

## **TERMINATION OF EMPLOYEE INSURANCE**

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 any state required continuation period (if any). 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.

## **TERMINATION OF DEPENDENT INSURANCE**

### **When does my Dependent's insurance cease?**

Your Dependent's insurance ceases on the earliest of:

- the date the Group Policy terminates.
- the date you cease to be insured.
- the date you are no longer in an Eligible Class for Dependent Insurance.
- the date the Dependent does not qualify as a Dependent.
- the last day for which any required premium has been paid for your Dependent's insurance.
- the date you request in writing to terminate your Dependent's insurance.
- the date your Dependent enters active duty in any armed service during a time of war (declared or undeclared).
- the date you retire.
- the date you die. However your Employer may continue your Dependent Accidental Death and Dismemberment Insurance for up to 12 months after your accidental death. There will not be a premium charge for this continuation.

### **Are there any conditions under which my Dependent's insurance can continue?**

Yes.

You may be eligible to continue your Dependent's insurance pursuant to the Family and Medical Leave Act of 1993, as amended or continue coverage pursuant to any state required continuation period (if any). You should contact your Employer for more details.

## BENEFIT PROVISIONS

### ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

#### What is the Accidental Death and Dismemberment Benefit?

If Sun Life receives written Notice and Proof of Claim that an Insured Person:

- died from an accidental drowning while insured; or
- sustained an Accidental Bodily Injury while insured, which results in loss of life, sight or limb within 365 days of the date of that Accidental Bodily Injury; or
- sustained a loss of life, sight or limb within 365 days due to an accidental exposure to the elements while insured;

an Accidental Death and Dismemberment benefit may be payable to you or to your Beneficiary.

The benefit is a percentage of the amount of Accidental Death and Dismemberment Insurance in force for your class shown in the Benefit Highlights on the date of the Accidental Bodily Injury. The following is a list of percentages payable for the applicable loss.

Life .....	100%
Sight of one eye.....	50%
One limb .....	50%
Speech and hearing .....	100%
Speech or hearing.....	50%
Thumb and index finger of the same hand.....	25%
Quadriplegia.....	100%

## **BENEFIT PROVISIONS**

### **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

Paraplegia .....75%

Hemiplegia .....50%

The maximum amount of Accidental Death and Dismemberment Benefit payable for losses resulting from any one accident is 100%.

Loss of limb means severance of the hand or foot at or above the wrist or ankle joint. Loss of sight, speech or hearing must be total and irrecoverable. Loss of thumb and index finger means severance through or above the metacarpophalangeal joints.

Quadriplegia means the total and permanent paralysis of both upper and lower limbs. Paraplegia means the total and permanent paralysis of both lower limbs. Hemiplegia means the total and permanent paralysis of upper and lower limbs on one side of the body.

#### **What is the Seat Belt Benefit?**

If an Insured Person's loss of life occurs as a result of an automobile accident and the Insured Person was wearing a seat belt at the time of the accident, an additional Seat Belt Benefit is payable. This Seat Belt Benefit equals \$25,000, or 25% of the amount of Accidental Death Benefit payable, whichever is less.

Sun Life must receive satisfactory written proof that the Insured Person's death resulted from an automobile accident and that the Insured Person was wearing a seat belt at the time of the accident. A copy of the police report is required.

## **BENEFIT PROVISIONS**

### **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

#### **What is the Air Bag Benefit?**

If an Insured Person's loss of life occurs as a result of an automobile accident, the Insured Person was wearing a seat belt and was positioned in a seat protected by a Supplemental Restraint System which inflated on impact, an additional Air Bag Benefit is payable. This Air Bag Benefit is 10% of the amount of Accidental Death Benefit payable or \$5,000, whichever is less.

Sun Life must receive satisfactory written proof that the Insured Person's death resulted from an automobile accident and that the Supplemental Restraint System properly inflated. A copy of the police report is required.

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

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

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

#### **What happens if I or my Dependent Disappears?**

Sun Life will presume, subject to no objective evidence to the contrary, that the Insured Person is dead and that death is a result of an Accidental Bodily Injury if:

- the Insured Person disappears as a result of an accidental wrecking, sinking or disappearance of a conveyance in which the Insured Person was known to be a passenger; and
- the Insured Person's body is not found within 365 days after the date of the conveyance's disappearance.

## **BENEFIT PROVISIONS**

### **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

#### **What is the Repatriation Benefit?**

If an Insured Person's accidental death occurs at least 100 miles from the Insured Person's permanent place of residence, a Repatriation Benefit will be payable if an Accidental Death Benefit is payable. The Repatriation Benefit will reimburse the Executor or Administrator of the Insured Person's estate for the reasonable and customary expenses incurred for the preparation of the body and its transportation to the place of burial or cremation up to a maximum benefit of \$2,000. Written Proof of the expenses incurred must be submitted to Sun Life prior to payment.

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

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

#### **What is the Education Benefit for my Dependent Child?**

A Dependent Child is eligible for an Education Benefit if the Dependent Child enrolls as a full-time student at a post-secondary school before reaching age 23 and within 1 year after your date of death.

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

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

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

## **BENEFIT PROVISIONS**

### **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

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

#### **What are the Exclusions?**

No AD&D benefit will be payable for an Insured Person's loss that is due to or results from:

- suicide while sane or insane, or intentionally self-inflicted injuries.
- bodily or mental infirmity or disease of any kind, or an infection unless due to an accidental cut or wound.
- an Insured Person committing or attempting to commit an assault, felony or other illegal act.
- an Insured Person's active participation in a war (declared or undeclared) or an Insured Person's active duty in any armed service during a time of war.
- an Insured Person's active participation in a riot, rebellion, or insurrection.
- injury sustained from any aviation activities, other than an Insured Person riding as a fare-paying passenger.
- an Insured Person's 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.
- an Insured Person's operation of any motorized vehicle while intoxicated. Intoxicated means the minimum blood alcohol level required to be considered operating an automobile under the influence of alcohol in the jurisdiction where the accident occurred. For the purposes of this Exclusion, "Motorized Vehicle" includes, but is not limited to, automobiles, motorcycles, boats and snowmobiles.

## **BENEFIT PROVISIONS**

### **ACCIDENTAL DEATH AND DISMEMBERMENT 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, 2002 you will be insured if:

1. you were insured under the prior insurer's group AD&D policy at the time of 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 AD&D policy.

Any AD&D benefit payable will be the lesser of:

- the AD&D benefit payable under the Group Policy; or
- the AD&D benefit payable under the prior insurer's group AD&D policy had it remained in force.

All other provisions of Sun Life's Group Policy will apply.

## 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 Accidental Death** - written notice of claim must be given to Sun Life no later than 30 days after the date of death.

**for Accidental Dismemberment** - written notice of claim must be given to Sun Life no later than 12 months after the date of loss.

**for all other claims** - written notice of claim must be given to Sun Life no later than 12 months after the Insured Person's date of loss or within 12 months after the date the expense is incurred.

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 Accidental Death** - proof of claim must be given to Sun Life no later than 90 days after the date of death.

**for Accidental Dismemberment** - proof of claim must be given to Sun Life no later than 15 months after the date of loss.

## **CLAIM PROVISIONS**

**for all other claims** - written proof of claim must be given to Sun Life no later than 15 months after the Insured Person's date of loss or within 15 months after the date the expense is incurred.

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.

### **What is considered Proof of Claim?**

Proof must be satisfactory to Sun Life.

Proof of Claim consists of at least the following information:

- what the loss or expense is;
- the date the loss or expense occurred; and
- the cause of the loss or expense.

(For example: a Death Claim would include at least the Death Certificate for Proof of Claim)

Proof of Claim may include, but is not limited to, police accident reports, autopsy reports, laboratory results, toxicology results, hospital records, receipted bills, proof of payment (if applicable), 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.

### **When are benefits payable?**

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

## CLAIM PROVISIONS

### **When will a decision on my claim be made?**

Sun Life will send you a written notice of decision on your claim within a reasonable time after Sun Life receives the claim but not later than 45 days after receipt of the claim. If Sun Life cannot make a decision within 45 days after receiving your claim, Sun Life will request a 30 day extension as permitted by U.S. Department of Labor regulations. If Sun Life cannot render a decision within the extension period, Sun Life will request an additional 30 day extension. Any request for extension will specifically explain:

1. the standards on which entitlement to benefits is based;
2. the unresolved issues that prevent a decision on the claim; and
3. 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 Sun Life sends 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 my claim is denied?**

If Sun Life denies all or any part of your claim, you will receive a written notice of denial setting forth:

1. the specific reason(s) for the denial;
2. the specific Group Policy provision(s) on which the denial is based;
3. 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;
4. a description of the appeal procedures and time limits;
5. your right to bring a civil action under ERISA, §502(a) following an adverse determination on appeal;
6. 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

## CLAIM PROVISIONS

- available free of charge upon request; and
7. 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 I 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.

Sun Life will review the claim on receipt of the written request for review, and will notify you of Sun Life's 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, Sun Life will notify you in writing of the special circumstances requiring the extension and the date by which Sun Life expects to make a determination on review. The extension cannot exceed a period of 45 days from the end of the initial period.

In the event that additional information is requested from you, the period for making the decision on appeal is tolled from the date on which the request for additional information is sent to you until the date on which you respond to the request.

## CLAIM PROVISIONS

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

If Sun Life denies all or any part of your claim on review, you will receive a written notice of denial setting forth:

1. the specific reason(s) for the denial;
2. the specific Group Policy provision(s) on which the denial is based;
3. your right to receive, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits;
4. your right to bring a civil action under ERISA, §502(a);
5. 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;
6. 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
7. 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.

### Who are benefits payable to?

Benefits payable upon your death are payable to your Beneficiary living at the time (other than your Employer). Unless you otherwise specify, if more than one Beneficiary survives you, all surviving Beneficiaries will share equally. If no Beneficiary is alive on the date of your death or you have not designated a Beneficiary, payment will be made to your estate.

All benefits payable during your lifetime are payable to you.

All other benefits are payable as specified in the Accidental Death and Dismemberment Benefit Section.

## **CLAIM PROVISIONS**

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.

If your Beneficiary is a minor or is not competent, Sun Life has the right to pay up to \$1,000 to the person or institution that appears to have assumed custody and main support for the minor, until the appointed legal representative makes a formal claim. If Sun Life pays benefits in good faith to a person or institution, Sun Life will not have to pay those benefits again.

### **Can I change my Beneficiary?**

You can change your Beneficiary at any time on the form provided by Sun Life, unless you have stated your choice of Beneficiary is irrevocable or you have assigned your interest to another person. Any request for change of Beneficiary must be in a written form and will take effect on the date you sign and file the change with your Employer. If Sun Life has taken any action or made payment before receiving notice of that change, your change of Beneficiary will not affect any action or payment made by Sun Life. The consent of your Beneficiary is not required to change any Beneficiary.

## **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.

### **What happens if facts are misstated?**

If relevant facts about you or any one of your Dependents 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 age, the benefit will be the amount you or your Dependent would have been entitled to if the correct age were known.

### **What are Sun Life's examination and autopsy rights?**

Sun Life's, at its own expense, has the right to have any person, whose Accidental Bodily Injury 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's representative.

This right may be used as often as reasonably required.

Sun Life has the right, in the case of death, to request an autopsy.

### **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.

## **GENERAL PROVISIONS**

### **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.**

**Accidental Bodily Injury** means bodily harm caused solely by external, violent and accidental means which is sustained directly and independently of all other causes.

**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.

**Dependent** means your spouse.

Dependent does not include:

- any person who is insured as an Employee; or
- any person residing outside the United States, Canada or Mexico.

## DEFINITIONS

No person may be considered to be a Dependent of more than one Employee.

**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 NOAO / AURA and includes any Subsidiary, Affiliated or Associated company insured under the Group Policy.

**Insured Person** means you or your Dependent Spouse.

**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.

**Waiting Period** means the continuous length of time immediately before your Eligibility Date during which you must be Actively at Work for your Employer. Any period of time before the Group Policy Effective Date that you were Actively at Work for your Employer as a full-time or part-time Employee will count towards completion of your Waiting Period. The Waiting Period is shown in the Benefit Highlights.

NOAO / AURA Employee Benefit Plan (The Plan) has been established to provide welfare benefits for its employees.

The Employee Retirement Income Security Act of 1974 (ERISA) requires that the Plan Administrator provide you with a Summary Plan Description which discloses required information about the employee benefit plan. The following section entitled "Summary Plan Description" is not part of the Group Insurance Policy. The information in the Summary Plan Description is provided by the Policyholder and is included in this Booklet/Certificate for your convenience. Sun Life Assurance Company of Canada assumes no responsibility for the accuracy or sufficiency of the information in the Summary Plan Description.

### **SUMMARY PLAN DESCRIPTION**

**Plan Sponsor:** NOAO / AURA  
950 N. Cherry Ave  
Tucson, AZ 85719  
(520) 318-8295

**Plan Administrator:** NOAO / AURA  
950 N. Cherry Ave  
Tucson, AZ 85719  
(520) 318-8386

The Plan Administrator has authority to control and manage the operation and administration of the Plan.

**Agent for Service of Legal Process:**

NOAO/ AURA  
950 N. Cherry Ave  
Tucson , AZ 85719

**Employer Identification Number (EIN):** 86-0138043

**End of Plan Year:** December 31st

**Type of Administration:** The Plan is administered by the Plan Administrator. The benefits provided by the Group Insurance Policy issued by Sun Life Assurance Company of Canada are included in the Plan.

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

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

**Contributions:** The cost of your benefits under the Plan is paid for by your employer and (if applicable) include the cost of any insurance premiums contributed by you.

**Funding:** Sun Life provides the Plan Administrator with certain insurance benefits in connection with the Plan. Those insurance benefits are described in your Booklet/Certificate.

**Claims Procedure:** When you or your beneficiary wish to file a claim under the Plan, you should contact your personnel office for claim forms and instructions for filing. Your Booklet/Certificate explains the procedure for filing a claim under the Group Insurance Policy.

If your claim for benefits is denied in whole or in part, you will receive a written notice within 45 days from the date you filed your claim, stating the reasons why your claim was denied. You will then have the right, upon written notice from you or your authorized representative, to review that claim denial. The claim denial notice will include the name and address of the person you may ask for such a review. Additional information about claims submitted and review procedures may be obtained by contacting your Plan Administrator.

**ERISA Rights:** As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Examine, without charge, at the Plan Administrator's office, all Plan documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions.

Obtain copies of all Plan documents and other plan information upon written request to the Plan Administrator. The Administrator is required under ERISA to furnish each participant with a copy of this summary annual report.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your plan, called "fiduciaries" of the Plan, have a duty to act prudently, in your interest and that of the other Plan participants and beneficiaries.

No one, including your employer, may terminate you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA. If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan Administrator review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance of the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have questions about your Plan, you should contact the Plan Administrator. If you have any questions about your rights under ERISA, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210.







Sun Life Assurance Company of Canada is a member of the  
Sun Life Financial group of companies.