

**Employee Group Benefits**  
UNDERWRITTEN BY  
**SUN LIFE INSURANCE AND ANNUITY**  
**COMPANY OF NEW YORK**

**Long Island Cares, Inc.**

**Group Life and Accidental Death & Dismemberment**

**GROUP POLICY NUMBER - 63013**  
**POLICY EFFECTIVE DATE - January 1, 2009**  
**POLICY AMENDMENT DATE - January 1, 2009**

Welcome to Sun Life Insurance and Annuity Company of New York (Sun Life (N.Y.)). Sun Life (N.Y.) 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 (N.Y.)'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 (N.Y.) Group Customer Service Center at (800) 247-6875.

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## **BENEFIT HIGHLIGHTS**

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

#### **ELIGIBLE CLASSES**

All Full-Time United States Employees working in the United States scheduled to work at least 30 hours per week.

<b>LIFE</b>	<b>AD&amp;D</b>
\$50,000	\$50,000

Your amount of Life and Accidental Death and Dismemberment Insurance reduces to 67% when you reach age 70 and to 50% when you reach age 75.

Your Life and 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 following 30 days of employment

### **CONTRIBUTIONS**

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

The following Questions and Answers will help you to better understand your benefits.

Please read them carefully and refer any questions to your Employer or call the Sun Life (N.Y.) 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, 2009; or
- the first day of the month following the date you complete your Waiting Period.

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

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

### **What if I am not Actively at Work on that date?**

If you are not Actively at Work on the date your insurance would normally start, your insurance will not start until you are Actively at Work.

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

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

## **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.

Your insurance will continue during any period the premium for your insurance is waived under the Group Policy.

If you are on temporary layoff, leave of absence or vacation, your Employer may continue your insurance by paying the required premium for the length of time specified below.

Layoff - for up to 1 month

Leave of Absence - for up to 1 month

Vacation - for up to 3 months

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

## **TERMINATION OF EMPLOYEE INSURANCE**

If you are "Totally Disabled" you may be eligible for a longer continuation of Life Insurance. Refer to "What is the Waiver of Premium Provision" in the Life Benefit Section. Please note you need to apply for continued benefits under the Waiver of Premium Provision within 12 months after you cease to be Actively at Work.

If your coverage terminates and you are not eligible for any of the described continuations, you may be eligible for a Conversion Privilege. Refer to the "Conversion Privilege" in the Life Benefit section. Please note that you need to apply for the conversion and pay the required premium within 31 days following your termination of insurance.

You may be eligible to continue your insurance coverage 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.

You may be eligible to continue your insurance coverage pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA). You should contact your Employer for more details.

## **BENEFIT PROVISIONS**

### **EMPLOYEE LIFE INSURANCE**

#### **What is the Life Insurance Benefit?**

If you die while insured, your Beneficiary will receive the amount of your Life Insurance in force when Sun Life (N.Y.) receives written Proof of Claim.

#### **What is the amount of my Life Insurance?**

The amount of your Life Insurance as determined in the Benefit Highlights.

Your amount of Life Insurance is subject to any age reductions or terminations shown in the Benefit Highlights.

#### **What is the Waiver of Premium Provision?**

If you become Totally Disabled while insured, the Waiver of Premium Provision may continue your Life Insurance without any further payment of premiums by you or your Employer.

#### **When am I eligible for the Waiver of Premium Provision?**

You are eligible if Sun Life (N.Y.) receives Notice and Proof of Claim that you became Totally Disabled:

- while insured; and
- before your 70th birthday; and
- before you retire.

## **BENEFIT PROVISIONS**

### **EMPLOYEE LIFE INSURANCE**

#### **What is the amount of Life Insurance that is continued under the Waiver of Premium Provision?**

For Total Disabilities that begin before age 65, Sun Life (N.Y.) will continue the amount of your Life Insurance in force on the last day you were Actively at Work. This amount is subject to the same reductions or terminations that would have been applicable had you not become Totally Disabled.

For Total Disabilities that begin on or after age 65 but before age 70, Sun Life (N.Y.) will continue the amount of your Life Insurance in force on the last day you were Actively at Work for a period of up to 1 year. This amount is subject to the same reductions or terminations that would have been applicable had you not become Totally Disabled.

If you have converted your Life Insurance to an individual policy, the continued insurance will be reduced by that converted amount unless you exchange that individual policy for a full refund of premiums paid.

## **BENEFIT PROVISIONS**

### **EMPLOYEE LIFE INSURANCE**

#### **When does my Waiver of Premium cease?**

Your Waiver of Premium ceases on the earliest of:

- the date you are no longer Totally Disabled.
- the date you do not provide Proof that you continue to be Totally Disabled.
- the date you do not submit to an examination by a Physician of Sun Life (N.Y.)'s choice.
- the date you are no longer under the regular and continuing care of a Physician providing appropriate treatment by means of examination and testing in accordance with your disabling condition.
- the date you reach age 65 or for 12 months, whichever is later, if your Total Disability began before you reached age 65.
- the first anniversary after your Total Disability began for Total Disabilities that begin on or after you reach age 65.
- the date you retire.

For the purposes of this Waiver of Premium Provision, you are considered retired when you receive any compensation from a Retirement Plan of your Employer, or when you reach age 70, whichever is earlier.

If your Waiver of Premium ceases and you do not return to work with your Employer, your Life Insurance will terminate. You may be eligible to convert your Life Insurance under the Conversion Privilege.

#### **What is the Accelerated Benefit?**

If Sun Life (N.Y.) receives satisfactory proof that you are Terminally Ill, part of your Life Insurance may be payable to you while you are still living.

## **BENEFIT PROVISIONS**

### **EMPLOYEE LIFE INSURANCE**

#### **When am I eligible for an Accelerated Benefit?**

You are eligible if:

(Applicable if you were hired on or before January 1, 2009)

- you were Actively at Work on January 1, 2009; and

(Applicable to All Employees)

- you are certified as Terminally Ill with a life expectancy of 12 months or less; and
- you are insured for at least \$20,000 of Life Insurance.

#### **How do I receive an Accelerated Benefit?**

You need to submit a written request to Sun Life (N.Y.).

If you have assigned your Life Insurance, named an irrevocable Beneficiary or have a former spouse named as Beneficiary as part of a divorce decree, you must have a signed agreement from those parties.

## **BENEFIT PROVISIONS**

### **EMPLOYEE LIFE INSURANCE**

#### **What is the amount of Accelerated Benefit?**

You can request up to 75% of the amount of your Life Insurance currently in force. The maximum amount you can request is \$500,000. If your amount Life Insurance currently in force is less than \$200,000, the minimum amount that you may request is the greater of 25% of the amount of your Life Insurance in force or \$5,000. If your amount of Life Insurance currently in force is \$200,000 or more, the minimum amount that you may request is \$50,000.

If you have received an Accelerated Benefit under the prior insurer's group life policy, you can request up to 75% of your Life Insurance currently in force reduced by the amount of the Accelerated Benefit you have previously received.

#### **How is the Accelerated Benefit paid?**

The Accelerated Benefit is paid in a single lump sum amount.

#### **Can I receive more than one Accelerated Benefit?**

You may request the Accelerated Benefit only once under Sun Life (N.Y.)'s Group Policy.

#### **Are there any charges if I request an Accelerated Benefit?**

No.

## **BENEFIT PROVISIONS**

### **EMPLOYEE LIFE INSURANCE**

#### **What happens to my Life Insurance if I receive an Accelerated Benefit?**

If you have received an Accelerated Benefit, your Life Insurance will be reduced by an amount equal to the Accelerated Benefit paid by Sun Life (N.Y.). Your reduced amount of Life Insurance is subject to the same Group Policy terms and conditions including subsequent reductions or terminations at specified ages and/or retirement as would have been applicable had you not received an Accelerated Benefit payment.

If you are insured for Accidental Death and Dismemberment Insurance, that amount will not be affected by the payment of any Accelerated Benefit.

You still have the right to convert to an individual policy if your amount of Life Insurance terminates or reduces after an Accelerated Benefit has been paid. The amount available for conversion will be based on changes in your amount of insurance after the reduction due to the payment of the Accelerated Benefit.

## **BENEFIT PROVISIONS**

### **EMPLOYEE LIFE INSURANCE**

#### **Some Important Notes about your Accelerated Benefit**

Your Accelerated Benefit is not a long term care policy. The amount your Accelerated Benefit would pay may not be enough to cover nursing home expenses or other bills. You may use the money received from the Accelerated Benefit for any purpose.

Receipt of your Accelerated Benefit may affect your Medicaid eligibility.

No Accelerated Benefit payment will be processed if you are required to request it by a third party, including any creditor, governmental agency, trustee in bankruptcy or any other person, or as the result of a court order.

Benefits payable under this provision MAY be taxable. You should consult your tax advisor. Sun Life (N.Y.) does not give tax or legal advice.

#### **What is the Conversion Privilege?**

If your Life Insurance ceases, you may be able to convert your Life Insurance to an individual policy. You need to apply for the Conversion Privilege within 31 days. See question "How do I convert my Life Insurance?".

## **BENEFIT PROVISIONS**

### **EMPLOYEE LIFE INSURANCE**

#### **When can I convert my Life Insurance?**

1. You can convert if all or part of your Life Insurance ceases or reduces due to:
  - termination of your employment;
  - termination of your membership in an Eligible Class;
  - your retirement;
  - your reaching a specified age; or
  - your changing to a different Eligible Class; or
  - termination of your Waiver of Premium continuation; or
  - your continuation period ending during your layoff or leave of absence.
  
2. You can convert if all or part of your Life Insurance ceases or reduces due to:
  - termination of the Life Insurance Benefit Provision;
  - termination of the Group Policy;
  - an amendment to the Group Policy to reduce the amount of Life Insurance in your Eligible Class; or
  - an amendment to the Group Policy to terminate your Eligible Class.

## **BENEFIT PROVISIONS**

### **EMPLOYEE LIFE INSURANCE**

#### **What amount of Life Insurance can I convert?**

The amount of Life Insurance you can convert depends on the reason your Life Insurance ceases.

If your amount of Life Insurance ceased or reduced for the reasons stated in #1 "When can I convert my Life Insurance?", you can convert up to the amount that ceased or reduced. If your amount of Life Insurance that ceased is \$10,000 or more, the minimum amount of your individual policy must be \$10,000.

If your amount of Life Insurance ceased or reduced for the reasons stated in #2 "When can I convert my Life Insurance?", you can convert up to the amount that ceased or reduced less any amount of group life insurance you may become eligible for within 45 days after your Life Insurance ceased or reduced.

#### **How do I convert my Life Insurance?**

You convert by applying to Sun Life (N.Y.) for an individual policy along with sending payment of the first premium within 31 days after any part of your Life Insurance ceases or reduces. This is your 31 day conversion period. If you are not given notice of this conversion privilege within 15 days following the date your insurance ceases or reduces, you shall have an additional 45 days to exercise this conversion privilege. In no event will this conversion privilege be extended beyond 90 days following the 31 day conversion period.

## **BENEFIT PROVISIONS**

### **EMPLOYEE LIFE INSURANCE**

#### **What type of individual policy is available?**

You can convert to any plan of permanent life insurance available by Sun Life (N.Y.) for conversion. The individual policy will not include any additional benefits such as disability benefits or accidental death and dismemberment benefits. However, at your option, the individual policy may include initial term insurance for one year.

You do not have to submit Evidence of Insurability to convert to an individual policy.

#### **When does my individual policy start?**

If your application for the individual policy is received and the first premium is paid when due, your individual policy starts on the day after the 31 day conversion period.

#### **What happens if I die during the 31 day conversion period?**

If Sun Life (N.Y.) receives Proof of Claim, a death benefit is payable to your Beneficiary, whether or not you had applied for an individual policy or had paid the first premium.

The death benefit is the amount of Life Insurance you would have been eligible to convert.

## **BENEFIT PROVISIONS**

### **EMPLOYEE LIFE INSURANCE**

#### **What happens when my Employer transfers Insurance Carriers to Sun Life (N.Y.)?**

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

If you are not Actively at Work on January 1, 2009, you will be insured if:

1. you were insured under the prior insurer's group Life policy at the time of the transfer; and
2. you are a member of an Eligible Class; and
3. premiums for you are paid up to date; and
4. you are not receiving or eligible to receive benefits under the prior insurer's group Life policy.

Any Life benefit payable will be the lesser of:

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

All other provisions of Sun Life (N.Y.)'s Group Policy will apply.

## **BENEFIT PROVISIONS**

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

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

If Sun Life (N.Y.) receives written Notice and Proof of Claim that you:

- died from an accidental drowning while insured; or
- sustained an Accidental Bodily Injury while insured, which results in your 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.

## **BENEFIT PROVISIONS**

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

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%
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 the upper and lower limbs on one side of the body.

## **BENEFIT PROVISIONS**

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

#### **What is the Business Travel Benefit?**

If your loss of life occurs while traveling on business for your Employer an additional Business Travel Benefit will be payable. The Business Travel Benefit is the lesser of:

- \$25,000; or
- 25% of the amount of Accidental Death Benefit payable.

Business Travel means traveling to another location to conduct the Employer's business other than your normal workplace. Business Travel starts from the time you leave your place of residence to commence your Employer's business until you return to your place of residence. Business Travel does not include personal deviations; nor your vacation.

Personal Deviation means an activity that is not reasonably related to your Employer's business and not incidental to the business trip.

Your place of residence will change to the location of the Business Travel if your stay at that location exceeds 60 days.

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

If your loss of life occurs as a result of an automobile accident and you were wearing a seat belt at the time of the accident, an additional Seat Belt Benefit is payable. The Seat Belt Benefit is 25% of the amount of Accidental Death Benefit payable or \$25,000, whichever is less.

Sun Life (N.Y.) must receive satisfactory written proof that your death resulted from an automobile accident and that you were wearing a seat belt at the time of the accident. A copy of the police report is required.

## **BENEFIT PROVISIONS**

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

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

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

Sun Life (N.Y.) must receive satisfactory written proof that your death resulted from an automobile accident and that the Supplemental Restraint System properly inflated. A copy of the police report is required.

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

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

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

## **BENEFIT PROVISIONS**

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

#### **What is the Helmet Benefit?**

If your loss of life occurs as a result of a Motorcycle accident, and you were wearing a helmet, and the driver of the Motorcycle held a valid driver's license with a Motorcycle endorsement, an additional Helmet Benefit is payable. The Helmet Benefit is 50% of the amount of Accidental Death Benefit payable or \$25,000, whichever is less.

Sun Life (N.Y.) must receive satisfactory written proof that your death resulted from a Motorcycle accident and that you were wearing a Helmet at the time of the accident. A copy of the police report is required.

Helmet means a protective head covering made of a hard material to resist impact and which is approved by the American National Safety Institute (ANSI) and/or Snell.

Motorcycle means a motor vehicle licensed for use on public highways which requires a Motorcycle endorsement on a driver's license to operate the vehicle.

#### **What happens if I Disappear?**

Sun Life (N.Y.) will presume, subject to no objective evidence to the contrary, that you are dead and your death is a result of an Accidental Bodily Injury if:

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

## **BENEFIT PROVISIONS**

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

#### **What is the Bereavement Counseling Benefit?**

A Bereavement Counseling Benefit is payable for up to 12 months of an Immediate Family Member's period of bereavement if you die and an Accidental Death Benefit is payable under the Group Policy.

Immediate Family Member means you, your spouse or your child under age 19 or age 23 if a full-time student.

#### **What expenses are reimbursed under the Bereavement Counseling Benefit?**

The Bereavement Counseling Benefit equals the Immediate Family Member's incurred expenses for counseling reduced by any reimbursement the Immediate Family Member receives from other sources.

The Maximum Bereavement Counseling Benefit payable is \$250 per Immediate Family Member, to a maximum of \$1,000 per insured's death.

Written Proof of the actual out of pocket counseling expenses incurred must be submitted to Sun Life (N.Y.) prior to payment.

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

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

## **BENEFIT PROVISIONS**

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

#### **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 the lesser of:

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

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

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

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

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

The Dependent Spouse's Education Benefit is equal to the expenses paid directly to such school or \$3,000, whichever is less. Proof of enrollment and expenses are required prior to payment of the benefit.

## **BENEFIT PROVISIONS**

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

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

No AD&D benefit will be payable for your loss that is due to or results from:

- suicide.
- intentionally self-inflicted injuries.
- bodily or mental infirmity or disease of any kind, or an infection unless due to an Accidental cut or wound.
- participation in a felony.
- active participation in a war (declared or undeclared) or active duty in any armed service during a time of war.
- your active participation in a riot, rebellion, or insurrection.
- injury sustained from any aviation activities, other than riding as a fare-paying passenger.
- your 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.
- your 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**

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

#### **What happens when my Employer transfers Insurance Carriers to Sun Life (N.Y.)?**

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

If you are not Actively at Work on January 1, 2009, you will be insured if:

- you were insured under the prior insurer's group AD&D policy at the time of the transfer; and
- you are a member of an Eligible Class; and
- premiums for you are paid up to date; and
- 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 (N.Y.)'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 (N.Y.) written Notice and Proof of Claim within the time limits specified. Your Employer has the Sun Life (N.Y.) Notice and Proof of Claim forms.

### **When does written Notice of Claim have to be submitted?**

**for Life Waiver of Premium** - written notice of claim must be given to Sun Life (N.Y.) no later than 12 months after you cease to be Actively at Work.

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

**for all other claims** - written notice of claim must be given to Sun Life (N.Y.) no later than 12 months after the date of loss or within 12 months after the date the expense was incurred.

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

When Sun Life (N.Y.) has received written notice of claim, Sun Life (N.Y.) 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 (N.Y.) without waiting to receive the proof of claim forms.

## CLAIM PROVISIONS

### **When does written Proof of Claim have to be submitted?**

**for a Death Claim** (accidental or otherwise) - proof of claim needs to be given to Sun Life (N.Y.) prior to any payment of a death claim.

**for Life Waiver of Premium** - proof of claim must be given to Sun Life (N.Y.) no later than 15 months after you cease to be Actively at Work.

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

**for all other claims** - proof of claim must be given to Sun Life (N.Y.) no later than 15 months after the date of loss or within 15 months after the date the expense was incurred.

If proof cannot be given within these time limits, proof must be given as soon as reasonably possible.

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

Proof of Claim consists of at least the following information:

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

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

Sun Life (N.Y.) may require as part of the Proof, authorizations to obtain medical and non-medical information.

Proof of your continued disability and regular and continuous care by a Physician must be given to Sun Life (N.Y.) within 30 days of the request for proof.

Proof must be satisfactory to Sun Life (N.Y.).

## **CLAIM PROVISIONS**

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

Benefits are payable when Sun Life (N.Y.) receives satisfactory Proof of Claim.

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

Sun Life (N.Y.) will send you a written notice of decision on your claim within a reasonable time after Sun Life (N.Y.) receives the claim but not later than 45 days after receipt of the claim. If Sun Life (N.Y.) cannot make a decision within 45 days after receiving your claim, Sun Life (N.Y.) will request a 30 day extension as permitted by U.S. Department of Labor regulations. If Sun Life (N.Y.) cannot render a decision within the extension period, Sun Life (N.Y.) 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 (N.Y.) sends 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.

## CLAIM PROVISIONS

### What if my claim is denied?

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

1. the specific reason or reasons for the denial;
2. the specific Group Policy provisions 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. 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;
5. a description of the appeal procedures and time limits;
6. your right to bring a civil action under ERISA, §502(a) following an adverse determination on review;
7. 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
8. 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.

## **CLAIM PROVISIONS**

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

## CLAIM PROVISIONS

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

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

1. the specific reason or reasons for the denial;
2. the specific Group Policy provisions 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.

## CLAIM PROVISIONS

### **Who are benefits payable to?**

Benefits payable upon your death are payable to your Beneficiary living at the time (other than your Employer). You must name your Beneficiary on a form acceptable to Sun Life (N.Y.). 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, payment will be made to your estate.

If you named Beneficiaries under your Employer's Plan prior to the effective date of the Group Policy, that beneficiary designation will remain in effect unless you elect to change Beneficiaries.

Accidental Death and Dismemberment benefits are payable as shown above unless otherwise specified in the Accidental Death and Dismemberment Benefit Section.

All other benefits payable during your lifetime are payable to you.

If your Beneficiary is a minor or is not competent, Sun Life (N.Y.) has the right to pay up to \$500 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 (N.Y.) pays benefits in good faith to a person or institution, Sun Life (N.Y.) will not have to pay those benefits again.

## **CLAIM PROVISIONS**

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

You can change your Beneficiary at any time, unless you have stated your choice of Beneficiary is irrevocable or you have assigned your interest in your Life Insurance 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 (N.Y.) 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 (N.Y.). The consent of your Beneficiary is not required to change any Beneficiary unless the Beneficiary designation was irrevocable.

### **Can I assign my Life Insurance?**

You can transfer ownership of your Life Insurance under the Group Policy by means of an absolute assignment. You cannot make an absolute assignment to your Employer. All your rights and duties as owner are transferred to the new owner. The new owner can make any change the Group Policy allows, such as a change of Beneficiary.

If you made an assignment under your Employer's plan prior to the effective date of the Group Policy, that assignment remains in force with respect to the Group Policy.

Any assignment must be in a written form and will take effect on the date you sign and file the assignment with your Employer. If Sun Life (N.Y.) has taken any action or made payment before receiving notice of that change, the assignment will not affect any action or payment made by Sun Life (N.Y.). Sun Life (N.Y.) will not be responsible for the legal, tax or other effects of any assignment.

## **GENERAL PROVISIONS**

### **How can statements made in any application for insurance be used?**

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

No statement made by you relating to Evidence of Insurability for an initial, increased or additional amount of insurance, will be used in contesting the validity of that insurance, after such initial, increased or additional amount of insurance has been in force for a period of two years during that individual's lifetime. This statement must be contained in a form signed by that individual.

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

If relevant facts about you are not accurate:

- an equitable adjustment of premium will be made; and
- the true facts will be used to determine if and in what amount insurance is valid under the Group Policy.

If the amount of benefit depends on your age, the benefit will be the amount you would have been entitled to if your correct age were known.

### **What are Sun Life's (N.Y.) examination and autopsy rights?**

Sun Life (N.Y.), at its own expense, has the right to have any person, whose Injury or Sickness is the basis of a claim:

- examined by a Physician, other health professional or vocational expert of its choice; and/or
- interviewed by an authorized Sun Life (N.Y.) representative.

This right may be used as often as reasonably required.

Sun Life (N.Y.) has the right, in the case of accidental death, to request an autopsy.

## **GENERAL PROVISIONS**

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

No legal action may start:

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

### **Do these group benefits affect Workers' Compensation?**

The Group Policy is not in lieu of, and does not affect, any requirement for coverage by Workers' Compensation Insurance.

### **Can the Policyholder act as a Sun Life (N.Y) 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 (N.Y.) agent.

## DEFINITIONS

**These are some of the general terms you need to know.**

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

You are considered Actively at Work on any day that is not your regular scheduled work day (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 not hospital confined; or
- are not disabled due to an injury or sickness.

You are considered Actively at Work if you usually perform the regular duties of your job at your home as long as you can perform all the regular duties of your job for a full work day and could do so at your Employer's normal place of business, if required, and you:

- are not hospital confined; or
- are not disabled due to an injury or sickness.

**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 within the United States, scheduled to work at least the number of hours shown in the Benefit Highlights, and paid regular earnings. If you are working on a temporary assignment outside of the United States for a period of 12 months or less, you will be deemed to be working within the United States. If you are working outside of the United States for more than 12 months or other than on a temporary assignment, you will not be considered an Employee under the Group Policy unless Sun Life (N.Y.) approves your eligibility in writing.

**Employer** means Long Island Cares, Inc. and includes any Subsidiary or Affiliated company insured under the Group Policy.

## DEFINITIONS

**Evidence of Insurability** means a statement or records of your medical history upon which acceptance for insurance will be determined by Sun Life (N.Y.).

**Injury** means bodily impairment resulting directly from an accident and independently of all other causes. Any Injury must occur and Disability must begin while you are insured under the Group Policy.

**Physician** means an individual who is operating within the scope of his license and is either:

- licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- legally qualified as a medical practitioner and required to be recognized, under the Group Policy for insurance purposes, according to the insurance regulations of the governing jurisdiction.

The Physician cannot be you, your spouse or the parents, brothers, sisters or children of you or your spouse.

**Pregnancy** means childbirth, miscarriage, abortion or any disease resulting from or aggravated by the pregnancy.

**Retirement Plan** means a program which provides retirement benefits to you and is not funded entirely by your contributions. The term does not include a 401(k) plan, a profit sharing plan, a thrift plan, an individual retirement account (IRA), a tax sheltered annuity (TSA), a stock ownership plan, or a nonqualified plan of deferred compensation.

Your Employer's Retirement Plan will include any Retirement Plan:

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

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

## DEFINITIONS

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

## DEFINITIONS

**These are Life Insurance terms you need to know.**

**Beneficiary** means the person (it cannot be your Employer) who is entitled to receive death benefit proceeds as they become due under the Group Policy. A Beneficiary must be named by you on a form acceptable to Sun Life (N.Y.) and executed by you.

**Retirement** for the purposes of your being considered retired means the first of the following dates to occur:

1. the effective date of your retirement benefits under:
  - a. any plan of a federal, state, county, municipal or an association retirement system for which you are eligible as a result of your employment with your Employer;
  - b. any Retirement Plan your Employer sponsors; or
  - c. any Retirement Plan your Employer makes or has made contributions to.
2. the effective date of your retirement benefits under the Social Security Act or any similar plan or act. However, if you meet the definition of an Employee Actively at Work and you are receiving retirement benefits under the Social Security Act or similar plan or act, you will not be considered retired.

**Terminally Ill or Terminal Illness** means your Sickness or physical condition that is certified by a Physician to reasonably be expected to result in your death within twelve months or less.

**Total Disability or Totally Disabled** for purposes of determining eligibility for Waiver of Premium, means because of your Injury or Sickness, you are unable to perform the material and substantial duties of any occupation for which you are or become reasonably qualified for by education, training or experience.

## DEFINITIONS

**This is an Accidental Death and Dismemberment Insurance term you need to know.**

**Accidental Bodily Injury** means bodily harm caused by an accident which is sustained directly and independently of all other causes.











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